

**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 **13th day of December 2023 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. 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*



**The Board of Trustees**  
**December 13, 2023**  
**Agenda of Regular Meeting**

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A Regular Meeting of the Board of Trustees of Harris County Department of Education will be held December 13, 2023, beginning at 1:00 p.m.

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** - Janice Owolabi, Specialist School Safety and Security, Center for Safe and Secure Schools
2. **Pledge of Allegiance to the US flag** - Austen Yorko, Site Coordinator, CASE for Kids
3. **Pledge of Allegiance to the Texas flag** - Austen Yorko, Site Coordinator, CASE for Kids
4. **Open Forum** - Gov't Code 551.007 - 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.
5. **REPORTS AND PRESENTATIONS** **7**
  - A. **Employee of the Month** - Natasha Truitt, Executive Director of Human Resources
  - B. **Superintendent Monthly Report** - James Colbert, Jr.
  - C. **Annual Division Update** - Center for Safe and Secure Schools **8**
  - D. **Annual Division Update** - CASE for Kids **23**
  - E. **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.
  - F. **Report of Board Committees** - Committee Chairs
  - G. **Monthly Financial Reports through 11/30/2023** - Dr. Jesus Amezcua, Assistant Superintendent for Business Services **45**



6.	<b>ACTION ITEMS - CONSENSUS</b>	<b>47</b>
A.	<u>Consider ratification/approval of the following Business Services items:</u>	
1.	Disbursement Report	<b>48</b>
2.	Budget Amendment Report	<b>50</b>
3.	Monthly Investment Report for November 2023	<b>52</b>
4.	Approval of the proposed Annual Budget Calendar for Fiscal Year 2024-2025.	<b>54</b>
B.	<u>Consider ratification/approval of the following Board Meeting Minutes:</u>	<b>56</b>
1.	November 15, 2023, Regular Board Meeting Minutes	<b>57</b>
2.	November 29, 2023, Called Board Meeting Minutes	<b>66</b>
C.	<u>Consider acceptance of the following grant awards:</u>	
1.	<b>Acceptance of a grant award from the Education Foundation of Harris County CASE for Kids in the amount of \$2,000 for the period of December 2023 through April 2024 to implement the All-Earth Ecobot Challenge from Wood.</b>	<b>69</b>
2.	<b>Approval to submit an application to request a Low-Cost Extension for the Coolwood Head Start Construction Grant (06TD000179) to the U.S. Department of Health and Human Services (HHS), Office of Head Start (OHS).</b>	<b>71</b>
D.	<u>Consider ratification/approval of the following Interlocal Contracts:</u>	
1.	<b>Approval to amend CASE for Kids (revenue agreement) with Harris County to update any and all references from the Harris County Office of County Administration to the Department of Economic Equity and Opportunity in the amount up to \$7,100,000 for CASE for Kids to provide after-school programs and/or out-of-school activities and projects. The term is from 04/25/2023 through 12/31/2026.</b>	<b>72</b>
2.	<b>Ratification of Interlocal (revenue) contracts for FY 2024 in the aggregate amount of \$333,200 with ABS East and the following districts:</b> Amendment to the Annual Contract - Channelview ISD to decrease the aggregate amount from \$71,400 to \$47,600 (a decrease of \$23,800) for one (1) less unit for a total of two (2) units (in-county \$23,800 each); Spring ISD for twelve (12) in-county annual contracts in the amount of \$285,600 (\$23,800 each) for the contract period of 08/28/2023 through 06/03/2024.	<b>138</b>
3.	<b>Ratification of the Interlocal (expenditure) contract for the FY 2024 CASE for Kids Partnership grant for the period of 10/01/2023 through 07/31/2024 in the aggregate amount of \$249,304 with the following entity:</b> Houston Independent School District to serve 885 students in the amount of \$249,304.	<b>152</b>

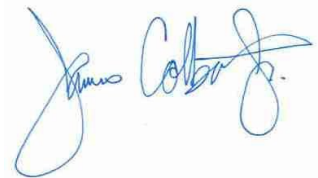
4. **Ratification of the Interlocal (expenditure) contract for FY 2024 CASE for Kids Nita M. Lowey 21st Century Community Learning Center(s) Cycle 12, Year 1 grant for the period 08/01/2023 - 07/31/2024 in the amount of \$187,200**, with the following entity: Houston Independent School District (150 students served). **166**
5. **Ratification of Interlocal (revenue) contracts for FY 2024 in the aggregate amount of \$57,750 with ABS West and the following districts:** Navasota ISD for one (1) out of county annual contract in the amount of \$28,875 (\$28,875 each) for the contract period of 10/20/2023 through 06/03/2024, and Needville ISD for one (1) out of county annual contract in the amount of \$28,875 (\$28,875 each) for the contract period of 11/13/2023 through 06/03/2024. **196**
6. **Ratification of Interlocal (expenditure) contract for FY 2024 CASE for Kids Nita M. Lowey 21st Century Community Learning Center(s) Cycle 11, Year 3 grant, in the aggregate amount of \$45,000 for the period of 08/01/2023 through 07/31/2024 with the following entity:** Houston Independent School District (92 students served) in the amount of \$45,000. **208**
7. **Ratification for Memorandum of Understanding (non-monetary) Contract for FY2024 with** Highpoint School East and Unlimited Visions Aftercare, Inc. for project toward no drug use from 10/1/2023 through 08/31/2024 **238**
8. **Ratification of Memorandum of Understanding (non-monetary) Contract for FY2024 with Schools Division and Prairie View A&M University** to facilitate a learning-centered partnership for teachers (LEADERS: Leading Equity Across Diverse Environments with Revolutionary Synergy) from 11/14/2023 through 08/31/2024. **252**
- E. Consider ratification/approval of the following items for the HCDE Choice Partners Cooperative:
  1. **Approval of the Contract Award for job no. 24/005MR for Fleet Leasing and Management Services with the following vendor:** Commercial Vehicle Leasing, LLC dba D& M Leasing (24/005MR-01) for the period of 12/13/2023 through 12/12/2024. **265**
  2. **Approval of HCDE Interlocal Agreements with:** City of Lufkin, Lufkin, Texas; City of Navasota, Navasota, Texas; Cy-Hope, Cypress, Texas; Ganado ISD, Ganado, Texas; Gonzales ISD, Gonzales, Texas; Little Keepers Healthy Eaters, Inc.; Spring, Texas; Port of Corpus Christi Authority of Nueces County, Corpus Christi, Texas; Princeton ISD, Princeton, Texas; Shallowater ISD, Shallowater, Texas; Teague ISD, Teague, Texas, and University of North Carolina, Charlotte, North Carolina. **336**

F. Consider ratification/approval of the following Revenue Agreements:

1. **Approval of Interlocal (revenue) contract amendment for School-Based Therapy Services in the amount of \$137,100 for FY 2024 with YES PREP Public Schools for the period of 08/16/2023 through 08/15/2024.** The contract amount is proposed to be amended from \$135,140 to \$137,100 (a \$1,960 increase) to add additional days of therapy services.
2. **Ratification of (revenue) Services Agreement with Tejano Center for Community Concerns, in the amount of \$160,700 for the period of 09/01/2023 through 01/31/2024**for HCDE's Business Services to provide ongoing procurement support and streamline processes.
3. **Ratification of (revenue) Services Agreement with Amigos Por Vida, Inc., for an amount not to exceed \$76,800 for the period of 09/01/2023 through 01/31/2024** for HCDE's Business Services to provide ongoing Procurement support and streamline processes.

7.	<b>ACTION ITEMS - NON-CONSENSUS</b>	<b>408</b>
1.	<b>Consider first reading, waiving second reading, and final approval of revised Policy BBG (Local)</b>	<b>409</b>
2.	<b>Approval of Contract with Indeco Sales, Inc. (job no. 23/022MF-08) for an amount not to exceed \$1,516,131 for the term of 12/14/2023 through 08/31/2025</b> for Furniture, Fixtures, and Equipment for the Administration Building Renovation Project and delegate authority to HCDE Superintendent or his designee to negotiate, finalize, and execute the Contract.	<b>412</b>
3.	<b>Approval for Technology Services to purchase Microsoft campus licenses in the amount of \$275,198 from CDW-G (Job No.21/031KN-13) for the period of 02/01/2024 through 01/31/2025.</b>	<b>493</b>
4.	<b>Approval of Service Agreement (expenditure) for Head Start/Early Head Start with Imagine Learning, Inc. (BuyBoard #653-21) for student licenses in an amount \$236,250 for the contract period of 12/17/2023 through 12/16/2026.</b>	<b>500</b>
5.	<b>Ratification of Service Agreement for Business Services with Informed K12 (Job no. 23/047DR) to provide software services (workflow forms) in the amount not to exceed \$150,000 for the contract period of 10/18/2023 through 10/17/2028.</b>	<b>546</b>
6.	<b>Approval of Service Agreement (expenditure) for Technology Services with LinkedIn Learning from Carasoft Technology Corp (DIR Contract No. DIR-TSO-4288) in an amount not to exceed \$121,309 for the contract period of 12/26/2023 through 12/25/2026.</b>	<b>566</b>

8. **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, including, but not limited to, Superintendent's evaluation and contract.
  - B. **Deliberate** the purchase, exchange, sale and/or value of real property(ies) and obtain legal advice regarding the same.
  - C. If necessary, obtain legal advice regarding filling vacant HCDE Trustee seat: Position 3, At-Large **569**
9. **RECONVENE** for possible action on items discussed in executive session
  - A. Possible action regarding Superintendent's Contract
  - B. If necessary, obtain legal advice regarding filling vacant HCDE Trustee seat: Position 3, At-Large **570**
10. **INFORMATION ITEMS** **571**
  1. **Acceptance of receipt of the HCDE Head Start Incident Monitoring Review reports and notifications dated 09/28/2023.** **572**
    - A. **Human Resources**
      1. Personnel **573**
      2. Employee Count **577**
11. **ADJOURN** - Next regular meeting is scheduled for Wednesday, January 17, 2024, at 1:00 p.m.



James Colbert, Jr.  
County School Superintendent

# Reports and Presentations

**Regular Board Meeting**

**5. C.**

**Meeting Date:** December 13, 2023

**Title:**

**Submitted By:** Jessica Bermea

**Recommended Action:** Approve

**Additional Resource**

**Personnel:**

**HCDE Goal(s):**

**Facilities/Technology**

**Approval Needed?:**

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**Information**

**Posted Agenda Item:**

**Annual Division Update** - Center for Safe and Secure Schools

**Subject:**

**Rationale:**

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**Fiscal Impact**

**Attachments**

REV CSSS Division Update

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**Form Review**

Form Started By: Jessica Bermea

Final Approval Date: 12/05/2023

Started On: 12/05/2023 09:24 AM



ADULT EDUCATION



CASE FOR KIDS



HEAD START



SPECIAL SCHOOLS



THERAPY SERVICES

# Board Presentation

*The Center for Safe and Secure Schools  
2022 - 2023*

SEE THE IMPACT



The Center for  
**Safe and Secure Schools**  
Harris County Department of Education

# Meet the Team



**Leslie Etheridge**  
*Director*



**Gil Gaona**  
*Administrative Assistant*



**Janice Owolabi**  
*School Safety and  
Security Specialist*



**Jeremy Foster**  
*Officer of School  
Safety and Security*



**Sergio Lopez**  
*School Safety and  
Security Specialist*



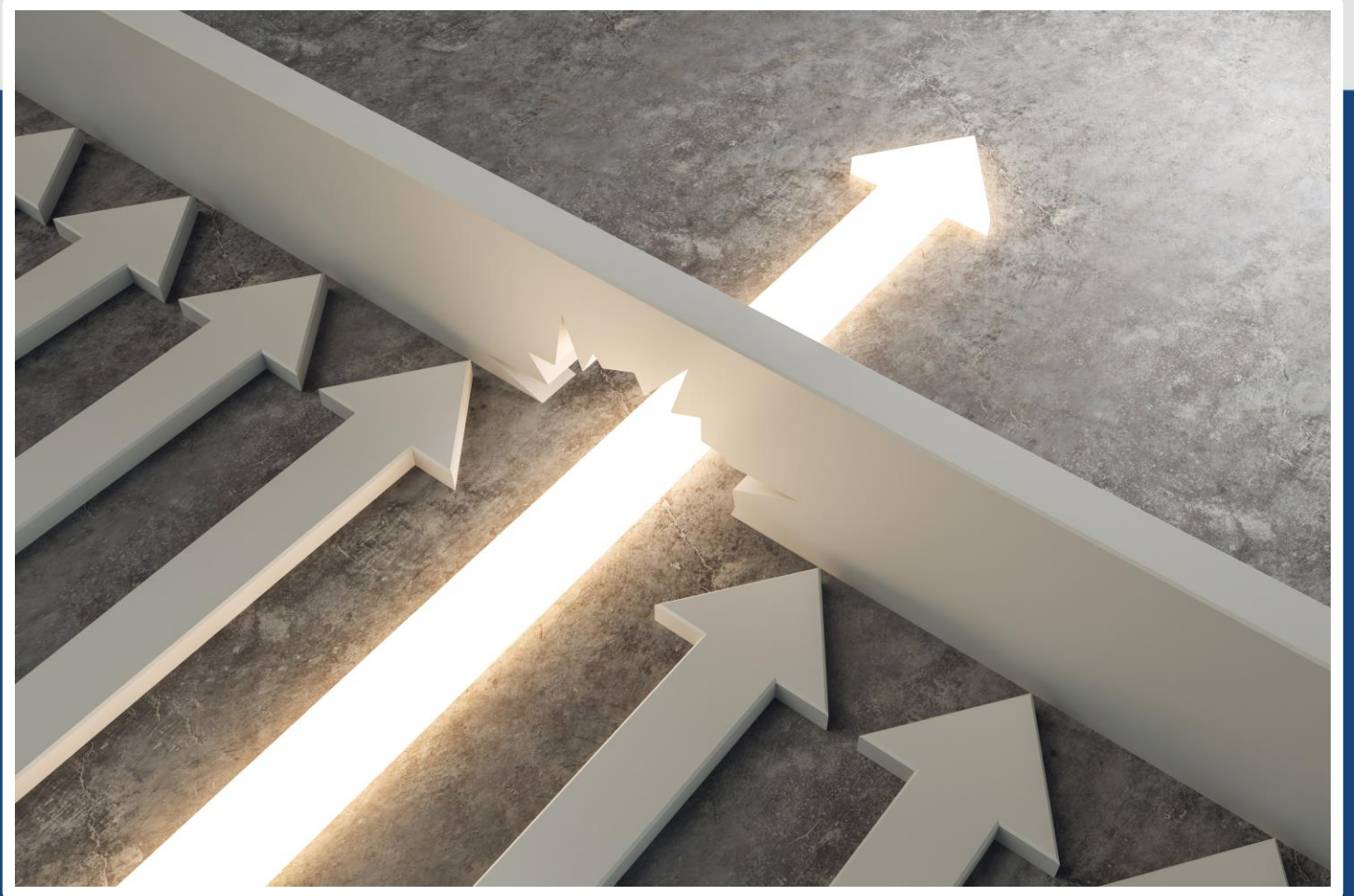
**Dr. Isaac Carrier**  
*School Safety and  
Security Specialist*





# Our Purpose

The Center for Safe and Secure Schools was established in 1999 at the request of school superintendents to advance safe and secure environments for learning and teaching. The Center seeks new and innovative opportunities to continue to build safer and more secure learning environments.



# 24 District Memberships

20 IN-COUNTY

4 OUT-OF-COUNTY

2023-2024  
Membership Plan



The Center for  
**Safe and  
Secure  
Schools**

[www.hcde-texas.org/CSSS](http://www.hcde-texas.org/CSSS)

Leader in School Safety

Quarterly Emergency  
OPS Board Meeting

Grounded in learning

## Membership Benefits

As a member of the Center for Safe and Secure Schools, your district is entitled to the following benefits:



### FREE TRAININGS

#### Emergency Response Readiness

Free onsite workshop reviewing SRP (Standard Response Protocol)

#### National Incident Management System (NIMS) Training

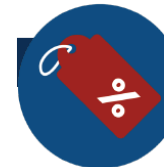
One free ICS 100, 200 training session for up to 25 participants onsite

#### Diverse Safety

One free onsite training for support personnel (i.e. bus drivers, cafeteria employees, custodians, etc.) to provide awareness and exposure to the Behavior Threat Management Process for educators

#### Culture Climate

Youth Mental Health First Aid training on-site for up to 25 participants



### DISCOUNTS & MORE

#### 15%

Off school safety & security audits, which includes safety assessments, executive summary report and board presentation materials that meet TEA requirements

#### News

- Quarterly newsletter that highlights safe and supportive schools' best practices.
- Quarterly Webinars
- Monthly Ongoing Services
- (Office Hours: 1st Friday of the month from 10 - 10:30 am)
- Grant opportunities information



### SUPPORT EFFORTS

Individualized service (attention, support, assistance) provided by area CSSS specialist.

#### New Emergency Manager Support

Provide Emergency Management 101 Guides and a one-time, two-hour consultation with Emergency Management Specialist (by appointment)

#### Yearly Operations Review

Annual review of District Emergency Operations Plan (DEOP) upon request to ensure compliance with state mandates

#### Yearly Functional Exercise

A full-scale or functional exercise conducted annually to meet TAC 103.1209 requirements, allowing districts or charter schools to participate in the exercise

#### Teen Cert

Provide curriculum, resources and support for Harris County High School TEEN CERT Programs

#### Board Meetings

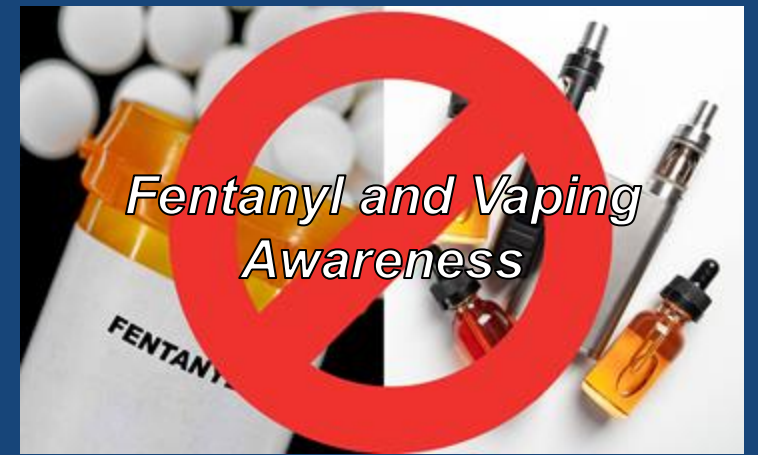
- Attend quarterly networking operations board meetings
- Receive annual Certificate of Membership and public recognition for participation.

#### Radio Checks

During emergency situations, CSSS is housed at the Harris County Emergency Operation Center (OEM) acting as liaison for school districts. Members receive an HCDE radio with an emergency channel to communicate with CSSS.



# Services Available





# Emergency Preparedness Workshop

- Designed to:
  - provide participants with knowledge/skills needed for emergency situations;
  - Equip attendees with tools to respond to threats and create a safe and secure working environment.



# Training Topics

## EMERGENCY MANAGEMENT

52%

Campus Incident Response

Campus Safety Leadership

Drill Fidelity Assessment

Multi-Hazard Functional Exercises

Assessing, Classifying and Managing Threats

## CLIMATE & CULTURE

48%

Connections Before Content

Restorative Practices

District Lunch-N-Learn: Relationships  
and Connecting

Mindfulness and Resilience for Educators

Social, Emotional and Behavioral Recovery



# Educators Served

In County = **16,320**

Indirect Students Served = **216,519**

Out of County = **4,454**

- Aldine ISD – 3,049
- Alief ISD – 2,702
- Channelview ISD – 818
- Clear Creek ISD
- Crosby ISD – 563
- Cypress-Fairbanks ISD
- Dayton ISD
- Deer Park ISD – 807
- Galena Park ISD – 84
- Goose Creek CISD
- Houston ISD – 71
- Huffman ISD
- Humble ISD – 2,399
- Katy ISD – 213
- Klein ISD
- LaPorte ISD – 137
- Pasadena ISD
- Pearland ISD
- Sheldon ISD
- Spring ISD – 3,782
- Spring Branch ISD – 1,598
- Stafford MSD
- Tomball ISD
- Waller ISD



# Collaborative Partners

**I Love U Guys**

**Mental Health  
of America**

**Harris County  
Fire Marshal**

**Harris County  
Sheriff's Office**

**Harris County  
Juvenile  
Probation**

**City of Houston  
Emergency  
Management**

**Harris County  
Emergency  
Management**

**Department of  
Homeland  
Security**





# Client Satisfaction

98.4%

of professional development survey participants and client satisfaction survey participants were satisfied with services received.





# Goals

- Increase the visibility of CSSS on a local, state and national level.
- Supply training and services for all educators highlighting best practices with emotional safety as well as physical safety.



# Goals

- Build, maintain and sustain client relationships through delivery of quality, end users of services and professional development.
- Deliver strong internal support to HCDE schools and facilities.



# Trends, Challenges and Responses





ADULT EDUCATION



CASE FOR KIDS



HEAD START



SPECIAL SCHOOLS



THERAPY SERVICES



The Center for  
**Safe and Secure Schools**  
Harris County Department of Education

Leslie Etheridge, Director  
[letheridge@hcde-texas.org](mailto:letheridge@hcde-texas.org)  
[www.hcde-texas.org/safe-and-secure-schools](http://www.hcde-texas.org/safe-and-secure-schools)

**Regular Board Meeting**

**5. D.**

**Meeting Date:** December 13, 2023

**Title:**

**Submitted By:** Jessica Bermea

**Recommended Action:** Approve

**Additional Resource**

**Personnel:**

**HCDE Goal(s):**

**Facilities/Technology**

**Approval Needed?:**

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**Information**

**Posted Agenda Item:**

**Annual Division Update - CASE for Kids**

**Subject:**

**Rationale:**

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**Fiscal Impact**

**Attachments**

CASE Division Update

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**Form Review**

Form Started By: Jessica Bermea

Final Approval Date: 12/05/2023

Started On: 12/05/2023 10:39 AM

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# December 2023 Board Presentation

# Lisa Thompson Caruthers

CASE for Kids,  
Senior Director

Over 27 years of out-of-school time experience.







**Because what happens between  
school and home matters!**



# FY 2023



**17,690**  
Youth Served



**1,807**  
Adults Served



**150+**  
Community Partners



# FY 2024



**36**  
Full-Time Staff



**28**  
Part-Timers



**1**  
Senior Director



# FY 2024



**42**

Afterschool Programs



**20**

School Systems



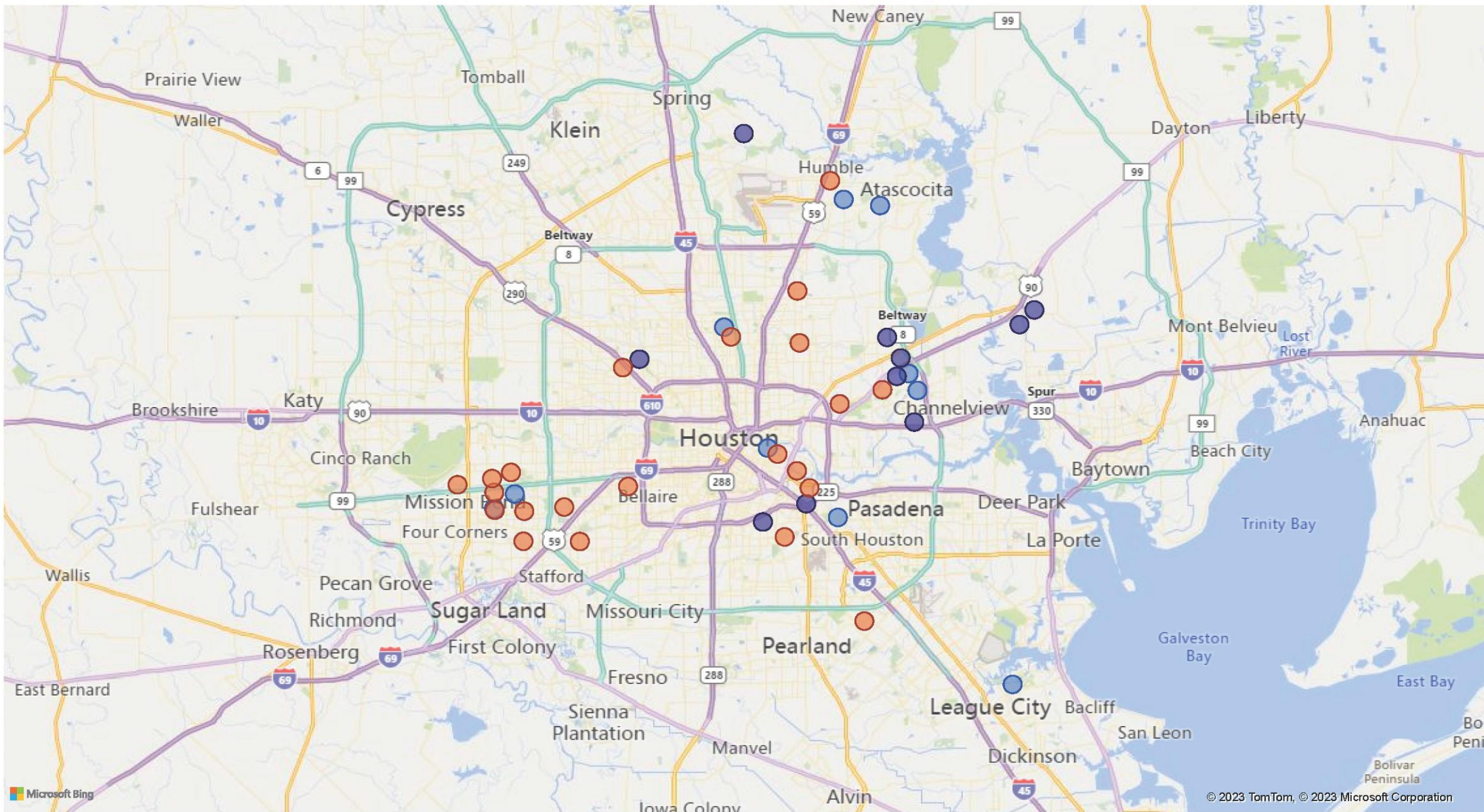
**89**

Not-for-Profits





## CASE for Kids Program Sites 2023–2024



## Service Areas:





# Quality Support

- Professional Development
- SMART Zone
- Coaching
- Select Service Providers
- Afterschool Initiative

Funding:

Houston Galveston Area Council;  
United Way



# Opportunities and Challenges

## Quality

- Annual Needs Assessment Process; Client Survey
- Professional Development is still evolving post COVID-19





# Special Initiatives

- All-Earth Ecobot Challenge
- CASE Debates
- Kids' Days
- Level Up Houston

**Funding:**  
HCDE and Foundation  
Grants through EFHC





# Special Initiatives

## All-Earth Ecobot Challenge

FY 23:

# of Kids served 317

# Schools & Afterschool programs 35

FY 24:

Theme: “Water, the Next Oil”

Launch: January 27, 2024

All-Earth Ecobot Challenge Day: April  
20,2024



# Special Initiatives

## CASE Debates

**FY 23:**

**Kids Served: 396**

**Schools: 22**

**FY 24:**

**On target to serve:**

**200+ youth**

**17 Schools**





# College and Career Readiness

## Level Up Houston Digital Badging Initiative

Launch: January 2024  
College and Career Expo  
March 2024

Funding:  
Houston Endowment;  
Corporate Partners



# Opportunities and Challenges

## Special Initiatives

- Endless
- Funding and Capacity





# Resource Management

## City Connections County Connections

**Funders:**  
**City of Houston;**  
**Harris County**

**FY24:**  
**City Awards – 60+**  
**County - TBD**



# Opportunities and Challenges

## Resource Management

- Stakeholder buy-in
- Administrative Burden





# Comprehensive Programs

- Partnership Project
- 21<sup>st</sup> Century Community Learning Centers

Funding:  
HCDE;  
School District Match;  
TEA

FY24: On Target

Cobb 6<sup>th</sup> Grade, Galena Park ISD



# Comprehensive Programs

## Partnership Project

FY 24: 23 Programs

HCDE investments leverage  
Houston Galveston Area  
Council Funds

Frazier Elem., Pasadena ISD





# Comprehensive Programs

## 21<sup>st</sup> Century Community Learning Centers

**FY24: 20 Programs**

**Cycle 11: Program Administration**  
**Cycle 12: Program Administration**  
**and Direct Service**

Killough Middle School, Alief ISD  
Houston Police Department Mentorship



# Opportunities and Challenges

## Comprehensive Programs

- Cycle 13
- Funding Cliff



# Monthly Financial Report

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# Action Items - Consensus



# Monthly Disbursement Report

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# Monthly Budget Amendment Report

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# Monthly Investment Report

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## Regular Board Meeting

6. A. 4.

**Meeting Date:** December 13, 2023

**Title:** Fiscal Year 2024-2025 Budget Calendar

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

**Recommended Action:** Approve

**Submitted By:** Julia Watts

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

**Additional Resource** Marcia Leiva

**Personnel:**

**Facilities/Technology** None

**Approval Needed?:**

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### Information

#### Posted Agenda Item:

Approval of the proposed Annual Budget Calendar for Fiscal Year 2024-2025.

#### Subject:

Business Services - Budget Calendar for the Fiscal Year 2024-2025

#### Rationale:

Budget preparation guidelines are prepared by the Assistant Superintendent for Business Services with input from the Superintendent and other Department Administrators. The budget preparation guidelines, which are distributed to Division / Budget Directors in the Budget Planning Workbook, includes a budget calendar of critical dates for budget development, submission and review.

#### Budget Calendar

The budget calendar is the responsibility of the Assistant Superintendent for Business Services and presented to the Board of Trustees at the November Board meeting. Updates may be made with permission for the Superintendent and are communicated to the HCDE Budget Committee and Division / Budget Directors. The calendar identifies all the activities which must be included in the proposed budget process and is arranged in chronological order. It contains a column showing the individual or group responsible for each activity listed. The column is helpful to users since a quick scan of the calendar allows each of them to identify those activities in the budget development process for which he/she is responsible.

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### Fiscal Impact

### Attachments

FY25 Planning Calendar

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### Form Review

#### Inbox

Assistant Superintendent - Business  
Purchasing  
Purchasing Director  
Assistant Superintendent - Business  
Form Started By: Julia Watts

#### Reviewed By

Jesus Amezcua  
Deisy Rubio

#### Date

11/30/2023  
11/30/2023 10:38 AM

Started On: 11/21/2023 03:51 PM

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## FY 2024-25 Budget Planning Calendar



	Date	Activity	Location	Participants
Budget Planning		Budget Planning with Budget Analyst & Accounting Staff		
	Friday, December 8, 2023	Strategic Planning Process Begins Cost of Service level to ISD	N/A	Divisions
	Friday, December 8, 2023	Cost of Services Report due	1:00 PM	Superintendent
	Wednesday, December 13, 2023	<u>Board Meeting, 1 PM</u> Approval of proposed calendar for FY 2024-25 Budget Year	1:00 PM Board Room	Board
	January 22 - 26, 2024	1st Qtr. Budget Review Meetings	TEAMS	Budget Managers
	Friday, January 19, 2024	Accountability Steering Committee - 9:00 am	TEAMS	Budget Managers
	Friday, February 23, 2024	Budget Information & Instructions Budget Planning Book on the HCDE portal	N/A	Business Services
Needs Assessment and Budget Development	Friday, March 1, 2024	Budget Planning / Preparation Training (Superintendent Initiatives)	9 AM NPO 1010-11	Budget Managers Only
	Monday, March 4, 2024	Budget Entry Training	Irv 504 9 AM	Business Services - Budget Entry
	Tuesday, March 5, 2024	Budget Entry Training	Irv 504 9 AM	Business Services - Budget Entry
	Wednesday, March 6, 2024	Fee Setting Review for FY24	TEAMS 9 AM	Revenue Divisions
	Friday, March 8, 2024	Target Date for Needs Assessment to be Conducted	N/A	Divisions
	<b>March 11 - 15, 2024</b>	<b>Spring Break</b>		<b>Department Closed</b>
	March 27 to 30, 2024	2nd Qtr. Budget Review Meetings	TEAMS	Budget Managers
	Friday, March 29, 2024	DUE: Risk Assessment - Mid-Year Evaluation	Business Office	Budget Managers
	Tuesday, April 2, 2024	Proposed Budgets to Budget Analyst & SWOT Analysis & Packets DUE	N/A	Budget Managers
Budget Analysis and Superintendent Review	Friday, March 29, 2024	Final FY23-24 Accountability Objectives to be sent to Research & Evaluation	N/A	Budget Managers
	Friday, April 19, 2024	HCDE Goals & Strategic Plan Integration - Executive Team Leaders (ELT) - Annual Review	N/A	ELT Members
	Friday, April 26, 2024	Budget Committee Planning Workbook to Budget Committee		Business Services
	Monday, April 29, 2024	Budget Committee Planning Meeting	400 A	HCDE Budget Committee
	May 6-9, 2024	Division Budget Presentations	400 A	HCDE Budget Committee
	Tuesday, May 14, 2024	Supt. Budget Review Session: Draft 1 Proposed Budget	400 A	Superintendent Business & Assistant Superintendents
Board Workshops	Wednesday, June 19, 2024	Final Accountability Objectives Presented to the Board	Board Room	Superintendent Business Services
	Wednesday, June 12, 2024	Supt. Budget Review Session: Proposed Budget	400 A	Superintendent Business Services
	June 19 - 23, 2024	3rd Qtr. Budget Review Meetings	TEAMS	Budget Managers
	Thursday, June 27, 2024	BOARD Workshop Work Session #1	400 A	Board Budget Committee
	Saturday, June 29, 2024	Post <u>Budget Notice</u> in the <u>Houston Chronicle</u> and Post Budget on the web	N/A	Business Services
	Thursday, July 4, 2024	Agenda Items Due	N/A	Business Services
	Wednesday, July 17, 2024	BOARD WORKSHOP Budget Work Session #2	400 A	Board Budget Committee Superintendent, Bus. Services
Budget Approval	Wednesday, July 17, 2024	(1) BOARD Budget Committee Session # 3 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 Business Services Board Board
	Thursday, August 29, 2024	Risk Assessment Year-End Evaluation FY24 Budget is effective	N/A	Divisions
	Friday, September 13, 2024	Accountability Meeting Year End Reports		Budget Managers
	Wednesday, October 16, 2024	Board Presentation of Risk Assessment Document	Board Room	Board
	October 24 - 28, 2024	4th Qtr. Budget Review Meetings	TEAMS	Budget Managers

**HCDE Budget Committee:** Colbert, Parker, Rodgers, Clark, Bartz, Truitt, Vela, Amezcua, Leiva



# Minutes

**Regular Board Meeting****6. B. 1.****Meeting Date:** December 13, 2023**Title:** November Regular Board Meeting Minutes**Submitted For:** Jessica Bermea, Board of Trustees**Submitted By:** Jessica Bermea**Recommended Action:** Approve**HCDE Goal(s):** 1. Impact education/respond to evolving needs**Additional Resource Personnel:****Facilities/Technology Approval Needed?:**

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

November 15, 2023 Regular Board Meeting Minutes

**Subject:**

November Board Meeting Minutes

**Rationale:**

November Board Meeting Minutes

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**Fiscal Impact****Attachments**

November Regular Board Meeting Minutes

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**Form Review****Inbox**

Assistant Superintendent - Business

Form Started By: Jessica Bermea

**Reviewed By****Date**

Started On: 12/04/2023 08:43 AM

Minutes will be  
provided separately.

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**Regular Board Meeting****6. B. 2.****Meeting Date:** December 13, 2023**Title:** Special Called Board Meeting Minutes**Submitted For:** Jessica Bermea, Board of Trustees**Submitted By:** Jessica Bermea**Recommended Action:** Approve**HCDE Goal(s):** 1. Impact education/respond to evolving needs**Additional Resource Personnel:****Facilities/Technology Approval Needed?:**

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

November 29, 2023 Called Board Meeting Minutes

**Subject:**

Special Called Board Meeting Minutes

**Rationale:**

Special Called Board Meeting Minutes

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**Fiscal Impact****Attachments**

Special Called Board Meeting Minutes

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**Form Review****Inbox**

Assistant Superintendent - Business

Form Started By: Jessica Bermea

**Reviewed By****Date**

Started On: 12/04/2023 08:51 AM

Minutes will be  
provided separately.

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**Regular Board Meeting****6. C. 1.****Meeting Date:** December 13, 2023**Title:** Grant Funds Acceptance from EFHC for All-Earth Ecobot Grant Award**Submitted For:** Lisa Caruthers, Case for Kids**Submitted By:** Kimberlee Flowers**Recommended Action:** Accept**HCDE Goal(s):** 3. Advocate for learners through innovation**Additional Resource Personnel:** Danielle Bartz, Dr. Lisa Caruthers, Dr. Jesus Amezcua, Dr. Edna Johnson, and Inga Ash**Facilities/Technology Approval Needed?:** None

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

**Acceptance of a grant award from the Education Foundation of Harris County CASE for Kids in the amount of \$2,000 for the period of December 2023 through April 2024** to implement the All-Earth Ecobot Challenge from Wood.

**Subject:**

Acceptance of the Education Foundation of Harris County grant award for Ecobot.

**Rationale:**

One (1) grant from the Education Foundation of Harris County will support CASE for Kids in the coordination and implementation of the 2024 All-Earth Ecobot Challenge. The project will kick off in December 2023, with teacher training. All students will participate in the final event in April 2024.

The grant is from the following organization:

- Wood - \$2,000

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**Fiscal Impact****Attachments**

Wood

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**Form Review****Inbox**

CASE  
Purchasing  
Purchasing Director  
Assistant Superintendent - Business  
Form Started By: Kimberlee Flowers  
Final Approval Date: 11/30/2023

**Reviewed By**

Lisa Caruthers  
Inga Ash  
Edna Johnson  
Jesus Amezcua

**Date**

11/21/2023 09:30 AM  
11/28/2023 03:37 PM  
11/28/2023 04:25 PM  
11/30/2023  
Started On: 11/20/2023 10:10 PM





**Date:** November 10, 2023  
**To:** Dr. Lisa Caruthers, Director, HCDE CASE for Kids  
**Fr:** Steven David, EFHC Board President  
**Re:** Agreement between EFHC and HCDE CASE for Kids

The Education Foundation of Harris County (EFHC) is pleased to provide funds totaling \$2,000.00 to Harris County Department of Education's (HCDE) CASE for Kids to implement the *All-Earth Ecobot Challenge*.

The funds are derived from donation from Wood for \$2,000.00 to support the *2023-2024 All-Earth Ecobot Challenge* project.

Wood will transfer funds to EFHC in November 2023.

**Signed:**

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**Steven David**  
Board President, EFHC

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**Dr. Jesus Amezcua**  
Assistant Superintendent, HCDE

**Regular Board Meeting****6. C. 2.**

<b>Meeting Date:</b>	December 13, 2023		
<b>Title:</b>	Low Cost Extension Grant Application for the Coolwood Head Start Construction Grant (06TD000179)		
<b>Submitted For:</b>	Venetia Peacock, Head Start	<b>Submitted By:</b>	Nancy Argueta
<b>Recommended Action:</b>	Approve	<b>HCDE Goal(s):</b>	1. Impact education/respond to evolving needs 2. Deliver value responsibly
<b>Additional Resource Personnel:</b>	Jonathan Parker, Venetia Peacock, Dr. Jesus Amezcua, Dr. Edna Johnson	<b>Facilities/Technology Approval Needed?:</b>	None

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

**Approval to submit an application to request a Low-Cost Extension for the Coolwood Head Start Construction Grant (06TD000179) to the U.S. Department of Health and Human Services (HHS), Office of Head Start (OHS).**

**Subject:**

Low-Cost Extension Grant Application- Coolwood Head Start Construction Grant (06TD000179)

**Rationale:**

In January 2021, the U.S. Department of Health and Human Services (DHHS) awarded Harris County Department of Education (HCDE) disaster recovery funds under grant number 06TD000179. The purpose of the grant is to implement the construction phase of HCDE's Coolwood Head Start Campus Replacement Project during the February 1, 2021, to January 31, 2023, budget period. The project is a capital improvement initiative designed to replace a facility damaged by Hurricane Harvey. We received a low-cost extension for February 1, 2022, to January 2023. The timeline must extend to successfully complete the project.

HCDE Head Start Division seeks to submit a Low-Cost Extension request to DHHS, Administration for Children and Families for an additional 8 months for grant number 06TD000179. The proposed new budget period is February 1, 2023, to October 31, 2024. This extension will allow HCDE sufficient time to complete the project.

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**Fiscal Impact****Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

Head Start  
Purchasing  
Purchasing Director  
Assistant Superintendent - Business  
Form Started By: Nancy Argueta

**Reviewed By**

Venetia Peacock  
Deisy Rubio

**Date**

11/28/2023 03:50 PM  
11/30/2023 10:39 AM

Started On: 11/28/2023 02:19 PM

**Regular Board Meeting****6. D. 1.****Meeting Date:** December 13, 2023**Title:** County Connections Interlocal Agreement for 2023-2024 Amendment**Submitted For:** Lisa Caruthers, Case for Kids**Submitted By:** Kimberlee Flowers**Recommended Action:** Approve**HCDE Goal(s):**  
1. Impact education/respond to evolving needs  
2. Deliver value responsibly  
3. Advocate for learners through innovation**Additional Resource Personnel:** Danielle Bartz, Dr. Lisa Caruthers, Dr. Jesus Amezcua, Dr. Edna Johnson, and Inga Ash**Facilities/Technology Approval Needed?:** None

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

**Approval to amend CASE for Kids (revenue agreement) with Harris County to update any and all references from the Harris County Office of County Administration to the Department of Economic Equity and Opportunity in the amount up to \$7,100,000 for CASE for Kids to provide after-school programs and/or out-of-school activities and projects.** The term is from 04/25/2023 through 12/31/2026.

**Subject:**

Consider the approval of an amendment to the Interlocal Agreement between the HCDE CASE for Kids Division and Harris County.

**Rationale:**

Approval of this agreement is to update any and all references from the Harris County Office of County Administration to the Department of Economic Equity and Opportunity. All other terms and provisions of the Agreement shall remain in full force and effect as originally written.

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**Fiscal Impact****Attachments**

County Amendment  
County

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**Form Review****Inbox**

CASE  
Purchasing  
Purchasing Director  
Assistant Superintendent - Business  
Form Started By: Kimberlee Flowers  
Final Approval Date: 11/30/2023

**Reviewed By**

Lisa Caruthers  
Inga Ash  
Edna Johnson  
Jesus Amezcua

**Date**

11/21/2023 09:30 AM  
11/28/2023 03:28 PM  
11/28/2023 04:25 PM  
11/30/2023  
Started On: 11/20/2023 08:38 PM

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN HARRIS  
COUNTY DEPARTMENT OF EDUCATION AND HARRIS COUNTY FOR  
IMPLEMENTATION AND ADMINISTRATION OF THE COUNTY CONNECTIONS  
YOUTH SUMMER PROGRAMS INITIATIVE**

This Interlocal Agreement (the “Agreement”) is made and entered into by and between Harris County (the “County”), a body corporate and politic under the laws of the State of Texas, and Harris County Department of Education (“HCDE” or “Administrator”) located in Harris County, Texas, pursuant to the authority granted and in compliance with the provisions of the “Interlocal Cooperation Act,” Texas Government Code, Ch 791 *et. seq.* and Chapter 271, Subchapter F of the Texas Local Government Code. The purpose of this Agreement is to provide for the performance of governmental functions and services, including the implementation and administration of a program to provide funding for certain activities and opportunities for Harris County youth during the summer of 2023 through the summer of 2026 (herein known as the “County Connections Program”). The County and HCDE are referred to herein collectively as the “Parties” and individually as a “Party.”

***Recitals***

On April 25, 2023, the Parties entered into an Interlocal Agreement (the “Agreement”) to partner for the County Connections Program for the purpose of ensuring the youth of Harris County have activities and opportunities with which to be actively involved during the summer by administering a funding initiative whereby qualifying local nonprofit organizations may be awarded funding from a program fund to cover or defray certain costs of their particular summer activities (with such participation and compliance by HCDE with the County Connections Program being hereinafter referred to as the “Services”).

The Parties now desire to amend the Agreement for the first time (the “First Amendment”) for the purpose of updating any and all references to the Office of County Administration to the Department of Economic Equity and Opportunity.

NOW, THEREFORE, upon and in consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

***Terms***

**I.**

This First Amendment shall be governed by the Agreement, which is incorporated herein by reference as though fully set forth word for word.

**II.**

The first paragraph of the Agreement is hereby modified to read as follows:

This Interlocal Agreement (the “Agreement”) is made and entered into by and between Harris County (the “County”), a body corporate and politic under the laws of the State of Texas, acting by and through the Department of Economic Equity and Opportunity (the “Department”) and Harris County Department of Education (“HCDE” or “Administrator”) located in Harris County, Texas, pursuant to the authority granted and in compliance with the provisions of the the “Interlocal Cooperation Act,” Texas Government Code, Ch 791 *et. seq.* and Chapter 271, Subchapter F of the Texas Local Government Code. The purpose of this Agreement is to provide for the performance of governmental functions and services, including the implementation and administration of a program to provide funding for certain activities and opportunities for Harris County youth during the summer of 2023 through the summer of 2026 (herein known as the “County Connections Program”). The County and HCDE are referred to herein collectively as the “Parties” and individually as a “Party.”

### III.

Section 10 of the Agreement, entitled “NOTICES”, is hereby modified to read as follows:

- A) Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been delivered in person or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or HCDE at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

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

To the County: Department of Economic Equity and Opportunity  
1001 Preston St, Suite 670  
Houston, Texas 77002  
Attn.: Astrid Escobar

- B) Either Party may designate a different address by giving the other Party ten (10) days written notice.

### IV.

Any and all references to the “Department” in the Agreement, the Scope of Services, the Purchase Order, or any other Exhibit to the Agreement are hereinafter modified to refer to the Department of



Economic Equity and Opportunity. Any and all references to the “Office of County Administration” or “OCA” in the Agreement, the Scope of Services, the Purchase Order, or any other Exhibit to the Agreement are hereinafter modified to refer to the “Department of Economic Equity and Opportunity” or “DEEO”.

V.

All other terms and provisions of the Agreement shall remain in full force and effect as originally written.

VI.

It is expressly understood and agreed that the Agreement is incorporated herein by reference. In the event of any conflict between the terms and provisions of this First Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Agreement, this First Amendment shall control.

VII.

Execution, Multiple Counterparts: This First Amendment may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this First Amendment.

HARRIS COUNTY DEPARTMENT OF  
EDUCATION

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

HARRIS COUNTY

By: \_\_\_\_\_  
LINA HIDALGO  
COUNTY JUDGE  
Date: \_\_\_\_\_

APPROVED AS TO FORM:  
CHRISTIAN D. MENEFE  
COUNTY ATTORNEY

By: \_\_\_\_\_  
Manasi T. Tahiliani  
Assistant County Attorney  
C.A.O. File No. 23GEN3256

**ORDER OF COMMISSIONERS COURT**  
Authorizing Execution of a First Amendment to the Interlocal Agreement

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on \_\_\_\_\_, 2023, with all members present except \_\_\_\_\_.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE  
INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND THE HARRIS  
COUNTY DEPARTMENT OF EDUCATION FOR THE IMPLEMENTATION AND  
ADMINISTRATION OF THE COUNTY CONNECTIONS PROGRAM**

Commissioner \_\_\_\_\_ introduced an order and made a motion that the same be adopted. Commissioner \_\_\_\_\_ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

**IT IS ORDERED** that County Judge is hereby authorized to execute for and on behalf of Harris County a First Amendment to the Agreement with the Harris County Department of Education for the purpose of updating any and all references to the Office of County Administration to the Department of Economic Equity and Opportunity, at no cost to the County. The First Amendment is incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.



## Harris County, Texas

1001 Preston St., Suite 934  
Houston, Texas 77002

### Commissioners Court

#### Request for Court Action

**File #:** 23-2346

**Agenda Date:** 4/25/2023

**Agenda #:** 12.

**Department:** County Administration

**Department Head/Elected Official:** David Berry, County Administrator

**Regular or Supplemental RCA:** Regular RCA

**Type of Request:** Contract - Award

	YES	NO	ABSTAIN
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Project ID** (if applicable): ARPA\_HCDE

**Vendor/Entity Legal Name** (if applicable): Harris County Department of Education (HCDE)

**MWDBE Contracted Goal** (if applicable): N/A

**MWDBE Current Participation** (if applicable): N/A

**Justification for 0% MWDBE Participation Goal:** N/A - Goal not applicable to request

#### Request Summary (Agenda Caption):

Request by the Office of County Administration for approval of an interlocal agreement with the Harris County Department of Education (HCDE) for continuation of the County Connections summer enrichment program for youth through 2026, funded by \$7,100,000 in ARPA Local Fiscal Recovery Funds.

#### Background and Discussion:

On March 11, 2021, the American Rescue Plan of 2021 (ARPA) was signed into law. Harris County Commissioners Court set goals for ARPA funding including providing educational opportunities to mitigate pandemic impacts.

Youth and children have faced unique challenges during the COVID-19 pandemic, including health and well-being, economic hardship, and school closures, all of which have detracted from their learning and caused them to fall back academically. The purpose of this program is to address educational disparities in existing enrichment services for youth, sponsor scholarships to assist families with program fees, and fund college and career readiness initiatives for older children. County Connections was created to fill the pandemic-related gaps in learning and enrichment opportunities for children ages 5-18 across the County. Harris County is seeking to fund a contract with HCDE for the County Connections Program to partner with nonprofit organizations that address the need for youth services during the summer. Under this agreement, an estimated 7,000 children would benefit annually from 2023 - 2026.

#### Expected Impact:

HCDE will administer the County Connections program to serve approximately 7,000 children annually, offering them enriching out-of-school opportunities.

#### Alternative Options:

If the County does not invest in HCDE to administer the County Connections program, it is unlikely that there

File #: 23-2346

Agenda Date: 4/25/2023

Agenda #: 12.

will be viable alternatives to provide the same, high-quality services.

**Alignment with Goal(s):**

Presented to Commissioners Court

April 25, 2023

Approve: G/B

- ☐ Justice and Safety
- ☒ Economic Opportunity
- ☐ Housing
- ☐ Public Health
- ☐ Transportation
- ☐ Flooding
- ☐ Environment
- ☐ Governance and Customer Service

**Prior Court Action** (if any):

Date	Agenda Item #	Action Taken
03/30/2021	368	Allocation of Response & Recovery Funds to initiate County Connections
4/27/2021	5	Approval of first County Connections ILA with HCDE
10/12/2021	241	Transmittal of HCDE 2021 County Connections results
01/25/2022	16	Approval to negotiate ILA with HCDE for County Connections, funded by
03/08/2022	9	Approval of second ILA for County Connections with HCDE
08/02/2022	306	Approval of Precinct 1 ILA with HCDE for event at Tom Bass Park
03/14/2023	421	Approval of Precinct 3 Collaboration Summer Youth Enrichment Program

**Location:**

Address (if applicable):

Precinct(s): Countywide

Fiscal and Personnel Summary			
Service Name	Early Childhood Initiatives		
	FY 23	FY 24	Next 3 FYs
<b>Incremental Expenditures (do NOT write values in thousands or millions)</b>			
Labor Expenditures	\$0	\$0	\$0
Non-Labor Expenditures	\$1,689,800	\$1,796,300	\$3,613,900
<b>Total Incremental Expenditures</b>	<b>\$1,689,800</b>	<b>\$1,796,300</b>	<b>\$3,613,900</b>
<b>Funding Sources (do NOT write values in thousands or millions)</b>			
Existing Budget			
Click here to enter text.	\$	\$	\$
Choose an item.	\$	\$	\$

**File #: 23-2346****Agenda Date: 4/25/2023****Agenda #: 12.**

Choose an item.	\$	\$	\$
Total Current Budget	\$	\$	\$
Additional Budget Requested			
2651 - American Rescue Plan 2021	\$1,689,800	\$1,796,300	\$3,613,900
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
Total Additional Budget Requested	\$1,689,800	\$1,796,300	\$3,613,900
<b>Total Funding Sources</b>	<b>\$1,689,800</b>	<b>\$1,796,300</b>	<b>\$3,613,900</b>
<b>Personnel</b> (Fill out section only if requesting new PCNs)			
Current Position Count for Service	-	-	-
Additional Positions Requested	-	-	-
<b>Total Personnel</b>	-	-	-

**Anticipated Court Date:** 4/25/23**Anticipated Implementation Date (if different from Court date):****Emergency/Disaster Recovery Note:** COVID-19 related item**Contact(s) name, title, department:** Astrid Escobar, Analyst, Early Childhood Initiatives, Office of County Administration**Attachments** (if applicable): HCDE County Connections ILA 2023-2026



**INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY DEPARTMENT  
OF EDUCATION AND HARRIS COUNTY FOR IMPLEMENTATION AND  
ADMINISTRATION OF THE COUNTY CONNECTIONS  
YOUTH SUMMER PROGRAMS INITIATIVE**

This Interlocal Agreement (the “Agreement”) is made and entered into by and between Harris County (the “County”), a body corporate and politic under the laws of the State of Texas, and Harris County Department of Education (“HCDE” or “Administrator”) located in Harris County, Texas, pursuant to the authority granted and in compliance with the provisions of the the “Interlocal Cooperation Act,” Texas Government Code, Ch 791 *et. seq.* and Chapter 271, Subchapter F of the Texas Local Government Code. The purpose of this Agreement is to provide for the performance of governmental functions and services, including the implementation and administration of a program to provide funding for certain activities and opportunities for Harris County youth during the summer of 2023 through the summer of 2026 (herein known as the “County Connections Program”). The County and HCDE are referred to herein collectively as the “Parties” and individually as a “Party.”

***Recitals***

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;

Pursuant to §603(c)(1)(a) of the American Rescue Plan Act 2021 (Pub. Law. 117-2), hereinafter referred to as the “Act”, a grantee of Coronavirus State and Local Fiscal Recovery Funds (“SLFR Funds”) to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, which, pursuant to the Final Rule adopted by the Treasury Department, includes expenditures for mitigation and prevention.

CASE for Kids (The Center for After-School, Summer and Enrichment for Kids) is a division of HCDE that was formed in 1999. The vision of CASE for Kids is to ensure that every child in Harris County, Texas will have access to high quality expended learning opportunities. The mission of CASE for Kids is to strengthen, support and sustain after-school programs and out-of-school activities. CASE for Kids believes a quality out-of-school time program provides avenues for opportunities for youth to excel, explore, and expand their horizons before school, after school, on weekends, and during the summer. A quality program provides a safe and inclusive environment, diverse learning opportunities, effective administrative strategies, collaborative relationships, and intentional program promotion.

The County Connections Program is an initiative funded by the County through the allocation of funds awarded to it through the Act to support organizations that address the need for youth services outside the school day. Projects funded by the County Connections Program will take place in a variety of locations, including schools, community centers, and churches.

Harris County has determined that awards of SLFR Funds through the County Connections Program is part of a coordinated effort by the County to address the impacts of the COVID-19 pandemic. Texas Governor Abbott declared, on March 13, 2020, a state of disaster for all counties

in Texas. This declaration, extended on a monthly basis, with the most recent extension being on March 16, 2023, authorized the use of “all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster.”

It is the opinion of the Commissioners Court of Harris County that some younger residents, during a summer without traditional school or other structural safeguards in place, could be more inclined to not practice responsible social distancing behavior, and participation in summer activities or opportunities, such as those to be funded through the County Connections Program can help to provide that structure and encourage good social distancing behavior in a safe and clean facility or other environment. It is the further opinion of Harris County Commissioners Court that summer opportunities and activities such as those funded by the County Connections Program are beneficial to Harris County as a whole and serve a public purpose by enriching the development of the participants and their families.

HCDE desires to participate in the County Connections Program for the purpose of ensuring the youth of Harris County have activities and opportunities with which to be actively involved during the summer by administering a funding initiative whereby qualifying local nonprofit organizations may be awarded funding from a Program Fund (as defined below) to cover or defray certain costs of their particular summer activities (with such participation and compliance by HCDE with the County Connections Program being hereinafter referred to as the “Services”) as detailed in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference.

The County desires to provide the Program Fund from which awards may be issued in addition to an administrative fee to HCDE to help defray the costs of implementing and administering the County Connections Program (the “County Contribution”).

The County has determined that the Services provided for in this Agreement serve a public purpose and are a necessary expenditure incurred due to the COVID-19 public health emergency.

The Parties agree that all funds used under this Agreement will be obtained from SLFR Funds allocated to Harris County.

### ***Terms***

#### **1) DEFINITIONS**

For the purposes of this Agreement, the following definitions apply:

- A. HCDE: A local governmental entity, county school district governed by Tex. Educ. Code Section 11.301 and applicable provisions of former Chapters 17 and 18 of the Texas Education Code;
- B. CASE for Kids: the Division of HCDE charged with the implementation and administration of the County Connections Program;
- C. CBOs are qualifying community based nonprofit organizations (“CBOs”) through the County Connections Program. The Parties agree that the CBOs are not subrecipients but are contractors for purposes of the federal funding used to fund

- the Program Fund and HCDE will keep associated subrecipient vs. contractor determination forms on file;
- D. County: Harris County, Texas, a body politic and corporate under the laws of the State of Texas charged with the responsibility of funding the County Connections Program;
- E. Department: Office of County Administration, Early Childhood Initiative Division within the County charged with being the primary liaison and coordinator regarding the County's responsibilities for the County Connections Program;
- F. Documents: Completed or partially completed Activities, Deliverables, and Milestones identified in the SOW, information, programs, documentation, and other works of authorship created under this Agreement.
- G. Applicant(s): organization(s) that submits, in response to HCDE's Request for Proposals, an application/proposal for funding from the Program Fund;
- H. County Representative: one County staff member within the Office of County Administration, Early Childhood Initiative Division designated by the County as the primary point of contact for the County Connections Program;
- I. County Connections Program: the youth summer programs initiative, as detailed in this Agreement, funded by the County and administered by HCDE through HCDE's CASE for Kids Division;
- J. Activities: certain activities and opportunities provided by Applicant(s) in which the youth of Harris County are eligible to participate for which an Applicant is seeking assistance;
- K. Program Fund: funds provided by the County, in the amount of Five Million Two Hundred Five Thousand and No/10 Dollars (\$5,205,000.00), for the County Connections Program, as further detailed in Article 2 below;
- L. Administrative Fee: funds paid by the County to HCDE, in an amount not to exceed One Million Eight Hundred Ninety-Five Thousand and No/100 Dollars (\$1,895,000.00), for HCDE's performance of the Services, as further detailed in Article 5, below;
- M. Applicant Program Site: location or facility where Applicant provides Activities.

## 2) GENERAL SCOPE OF SERVICES

- A) HCDE agrees to administer the County Connections Program for the Department, as detailed herein and in the Scope of Services (the "Services"), attached hereto as Exhibit A and incorporated herein by reference. The County agrees to provide Five Million Two Hundred Five Thousand and No/10 Dollars (\$5,205,000.00) (the "Program Fund") to be disbursed to qualifying community based nonprofit organizations ("CBOs") through the County Connections Program in an amount not to exceed \$20,000.00 per Applicant Program Site as detailed herein and in the Scope of Services.
- B) The Parties agree that funding the Activities sponsored by the CBOs serves a public purpose. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the Services 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.

- C) HCDE warrants and represents it will deliver the Services in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the Services.
- D) Unless otherwise stated in this Agreement, words which have well-known technical or industry meanings are used in accordance with such recognized meaning.
- E) HCDE warrants and represents that it is duly authorized under the laws of the State of Texas to provide the Services detailed herein.
- F) HCDE warrants and represents that it is not in breach of any other contract, obligation or covenant that would affect HCDE's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.
- G) HCDE may, at its election, designate a different division to perform the Services other than CASE for Kids by providing notice of such election to the County. However, the Services required herein are not assignable or delegable to another entity, governmental or otherwise, by HCDE without the prior consent of the County, which consent may be withheld solely with the County's discretion. If the County does consent to an assignment or delegation of HCDE responsibilities herein, it will in no event be deemed unreasonable for the County to require that the terms and conditions required below are satisfied and that any assignee or delegate (an "Assignee") retained to perform Services is in compliance with the following:
  - i) HCDE and the applicable Assignee warrant and represent that such Assignee is registered with the Texas Secretary of State to transact business in Texas and is current on all state and local fees and taxes, including but not limited to Franchise Account Status with the Texas Comptroller of Public Accounts of in good standing;
  - ii) HCDE and the applicable Assignee warrants and represents that neither such Assignee, nor any of its principals or other affiliated entities, owe any debts to Harris County, including, but not limited to delinquent taxes, court judgments, tickets, tolls, fees, or fines. Taxes are deemed delinquent on the date certain as specified by the Harris County Tax Office. For the purposes of this Agreement, a court judgment is not required for delinquent taxes to be considered a debt. Pursuant to Texas Local Government Code 262.0276, if, during the performance of this contract, the Assignee's taxes become delinquent or Assignee becomes otherwise indebted to Harris County, Harris County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code 154.045;

- iii) Assignee warrants and represents that it is not in breach of any other contract, obligation or covenant that would affect its ability to perform hereunder and, as a result of this assignment or delegation, will not breach any such contract, obligation, or covenant; and
  - iv) The terms of any assignment or delegation shall incorporate the terms and conditions indicated in this Agreement, no term or agreement of HCDE's agreement with any Assignee shall alter the terms and conditions of this Agreement, and the Scope of Services and HCDE shall at all times be responsible for the performance of Assignee.
- H) "Contract Documents" and "Order of Precedence" The Contract Documents for the County Connections Program shall, unless defined otherwise in the Agreement, include the following:
- i) Change Orders and Amendments to the Agreement which shall be for all intents and purposes, upon execution by both Parties, attached and incorporated into this Agreement by reference;
  - ii) This Agreement, including related Attachments, Exhibits, and Reference Documents. In interpreting this Agreement and resolving any conflicts or ambiguities, the main body of this Agreement shall control over the Exhibits; and any inconsistency between the Exhibits will be resolved in the following order: Scope of Services (Exhibit A), Budget (Exhibit B), Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions (Exhibit C), Required Federal Clauses (Exhibit D), Federal Award Identification Table (Exhibit E), and Conflict of Interest Policy (Exhibit F), and Certificate of Insurance (Exhibit G).

In the event of a conflict between any of the Contract Documents, the conflict shall, unless specified otherwise in the Agreement, be resolved using the order of precedence set forth above, with item i) being the document with the highest order of precedence.

A higher order document will supersede a lower order document to the extent necessary to resolve any inconsistencies between the documents; however, silence on any matter in a higher order document will not negate the provision of a lower order document as to that matter. Any ambiguities or inconsistencies among documents of identical precedence will be resolved by giving precedence to the most recent document.

### **3) INDEPENDENT PARTIES**

- A) The Services performed by HCDE under this Agreement are performed by HCDE as an independent and separate governmental entity from the County. This

Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. HCDE shall have and retain the exclusive right of control over employment, firing, discipline, compensation, insurance, and benefits in accordance with the applicable laws of the State of Texas. HCDE has no authority to bind or otherwise obligate the County orally, in writing or by any act or omission, except as otherwise specifically stated herein. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the County and HCDE.

- B) HCDE warrants that it will comply with all applicable federal and state laws including, but not limited to, the Prompt Pay Act, in the payment of its workers.
- C) HCDE is solely responsible for the payment of wages and any applicable benefits to workers for Services performed hereunder. HCDE shall be responsible for withholding federal and state income taxes, paying Federal Social Security taxes, maintaining unemployment insurance and maintaining workers' compensation insurance in an amount and under such terms as required by the applicable laws of the State of Texas. **THE COUNTY'S PAYMENT OF THE ADMINISTRATIVE FEE, AS DETAILED IN SECTIONS 5, 6, AND 7 BELOW, IS TO HCDE. THE COUNTY SHALL HAVE NO LIABILITY, DIRECTLY OR INDIRECTLY, FOR PAYMENT TO HCDE'S WORKERS OR AGENTS.**
- D) HCDE's workers and agents are not entitled to any contributions by or benefits from the County for any pension plan, bonus plan or any other benefit plan. HCDE and the workers and agents furnished by HCDE shall not be entitled to any fringe benefits or similar benefits afforded to employees of the County. The County is not liable for payment of any federal or state taxes and charges including, but not limited to, income withholding taxes, social security, unemployment, workers' compensation, and similar taxes and charges. This Article shall survive the expiration or termination of this Agreement.
- E) The County is not responsible to HCDE or HCDE's workers or agents for payment of any overtime compensation or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended; or any provisions of the *Texas Labor Code Ann.*, as amended.
- F) HCDE has no authority to enter into contracts or agreements on behalf of the County. HCDE agrees that all agreements entered into between approved Applicants and HCDE will not be deemed to include the County as a party.

#### 4) TERM



The term of this Agreement ("Term") shall be for a period beginning upon approval by Harris County Commissioners Court and will remain in full force and effect until December 31, 2026, unless earlier terminated in accordance with the terms of this Agreement.

**5) HCDE COMPENSATION**

- A) Subject to the Limitation of Appropriation, the County agrees to pay HCDE compensation of direct and indirect costs up to a maximum amount of One Million Eight Hundred Ninety-Five Thousand and No/100 Dollars (\$1,895,000.00) (the "Administrative Fee" or "HCDE Compensation"). The Administrative Fee will be paid monthly, based on reimbursement of direct costs as specified in Exhibit B, together with applicable indirect costs based on Program Fund disbursements, following receipt of invoices (including all supporting information, documentation and reports) within thirty (30) days following the County's receipt of each such invoice; however, the first such payment will be paid within thirty (30) days following the later of: (a) receipt of the applicable monthly invoice; (b) HCDE's payment of awards to eligible CBOs; and (c) May 24, 2023. The Administrative Fee is in addition to the Program Fund and incorporates all charges such as labor, equipment, material, delivery and any other costs incurred. HCDE may, at its election, distribute any portion of the Administrative Fee to CBOs, provided that any such distribution is done in a reasonable, uniform and non-discriminatory manner. Any distributions of the Administrative Fee to CBOs will be in excess of any distributions the CBO may receive from the Program Fund.
- B) HCDE shall not perform any Services until it receives a Purchase Order from the County. Any Services performed prior to the receipt of a Purchase Order shall be at the HCDE's sole expense.

**6) TERMS OF PAYMENT**

- A) Fund Disbursement Requirements
  - i. Prior to any and all fund disbursements provided for under this Agreement, HCDE should provide its Taxpayer Identification Number to the County. Failure to provide this information may result in a delay in payment or withholding of payment as required by the Internal Revenue Service.
  - ii. Prior to any and all payments provided under this Agreement, HCDE shall provide the County with HCDE's Unique Entity Identifier and verify its SAM Registration.
  - iii. Administrative Fee payments made by the County to HCDE are to be considered by HCDE as full compensation for all HCDE costs, products, services, and work.
  - iv. County shall provide a Purchase Order issued by the Harris County

Purchasing Agent to authorize HCDE to begin to perform Services.

- v. Upon completion of the Term or in the event of early termination of this Agreement, HCDE shall provide the County with a final, comprehensive report regarding the Program Fund disbursed to qualified CBOs, submitted within ninety (90) days of distribution of all awards to qualified CBOs.
- vi. In the event that the Agreement is terminated early by the County, HCDE shall provide the County with a final invoice of any unpaid amounts for Services by the HCDE prior to termination. In no event shall total payments to HCDE exceed Administrative Fee as contained in Article 5(A).
- vii. HCDE understands and agrees that, in accordance with the Texas Constitution, the County is prohibited from paying HCDE in advance for any of the Services or deliverables.

**B) Payment Process**

- i) HCDE shall submit to the Harris County Auditor a sworn invoice for services rendered each month to the Harris County Auditor, with a copy to the Department Director, for Services rendered each month. The invoice shall be in a form acceptable to the County Auditor and, at a minimum, include a description of the actual Services performed, the day(s) and time(s) that HCDE performed the Services, and the total amount billed for the Services.

All invoices with appropriate backup documentation must be submitted to:

Harris County Auditor  
1001 Preston 8<sup>th</sup> Floor  
Houston, Texas 77002  
Attn: Accounts Payable

or

VENDORINVOICES@AUD.HCTX.NET

- ii) After receipt of an invoice, the County Auditor will also forward it to the Department Director, who shall review and approve it with such modifications as may be deemed appropriate, and then return, with any modifications, to the County Auditor for payment. The County shall pay each invoice as approved by the County Auditor in accordance with the laws of the State of Texas. The County may exercise any and all rights to set off payment in the event of overpayment by the County and or funds owed to the County under this Agreement.
- iii) The County shall have the right, at any reasonable time as determined by

the Harris County Auditor, to make periodic audits and inspections of HCDE's records related to any Services pursuant to this Agreement. HCDE agrees to make the records available in Harris County within five (5) HCDE business days of the County's request in either physical or electronic form, at HCDE's discretion.

**7) LIMITATION OF APPROPRIATION**

- A) HCDE understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum amount that HCDE may become entitled to for the Services performed under this Agreement, and the total maximum sum that the County shall become liable to pay to HCDE under this Agreement, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Seven Million One Hundred Thousand and No/100 Dollars (\$7,100,000.00). Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Agreement is limited to this sum.
- B) HCDE understands and agrees that the laws governing the letting of contracts for the County require the approval of the Harris County Auditor and his certification that funds are, or will be, available for the payment of the obligations created under the Agreement before such contracts become effective. Therefore, HCDE shall not proceed with any Services until such time that it receives a Purchase Order issued by the Harris County Purchasing Agent. Any Services performed by HCDE prior to its receipt of a Purchase Order are at HCDE's own expense.
- C) HCDE does understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that HCDE may become entitled to hereunder, and the total maximum sum that the County shall become liable to pay to HCDE hereunder, shall not under any conditions, circumstances, or interpretations thereof exceed the sum certified by the Purchase Order. Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Agreement is limited to this sum. When all the funds so certified are expended, HCDE's sole and exclusive remedy shall be to terminate this Agreement. If the Services and charges to be provided for will equal or exceed the amount certified available, HCDE shall notify the County immediately.
- D) With regard to the renewal or extension of this Agreement, the County has not allocated any funds for any renewal or extension period beyond the current fiscal year. Therefore, if the County exercises any renewal option, the renewal is subject to the future allocation and certification of funds for the Renewal Term.

**8) TEXAS PUBLIC INFORMATION ACT**

- A) The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 *et seq.*, as amended (the "TPIA").

- B) It is expressly understood and agreed that the County, HCDE, and their respective officers and employees may request advice, decisions and opinions of the Attorney General of Texas ("Attorney General") in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the County or HCDE, whether or not the same are available to the public. It is further understood that the County, HCDE, and their respective officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the County, HCDE, and their respective officers, and employees shall have no liability or obligations to the other Party for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the County or HCDE in reliance on any advice, decision or opinion of the Attorney General.
- C) In the event either Party receives a written request for information pursuant to the TPIA that affects the other Party's rights, title to, or interest in any information or data or a part thereof, furnished to the County by HCDE or to HCDE by the County under this Agreement, then the Party receiving the request for information will promptly notify the other Party of such request. The notified Party may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the TPIA. The notified Party is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the TPIA. The notified Party is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.
- D) Electronic Mail Addresses. HCDE affirmatively consents to the disclosure of its e-mail addresses that are provided to the County, including any agency or department of the County. The County affirmatively consents to the disclosure of its e-mail addresses that are provided to HCDE, including any division or department of HCDE. This consent is intended to comply with the requirements of the TPIA and shall survive termination of this Agreement.

## 9) TERMINATION

- A) County's Termination for Convenience. The County may, by written notice to HCDE, terminate this Agreement for convenience, in whole or in part, at any time by giving written notice to HCDE of such termination, and specifying the effective date thereof ("Notice of Termination for Convenience"). If the termination is for the convenience of the County, the County shall compensate HCDE for work or materials fully and adequately provided through the effective date of termination. No amount shall be paid for unperformed work or materials not provided, including anticipated profit. HCDE shall provide documentation deemed adequate by the County to show the work actually completed or materials provided by HCDE prior

to the effective date of termination. This Agreement shall terminate on the effective date of the Notice of Termination.

- B) County's Termination for Cause. If HCDE fails to perform pursuant to the terms of this Agreement, the County shall provide written notice to HCDE specifying the default ("Notice of Default"). If HCDE does not cure such default within the reasonable time required by the County, the County may terminate this Agreement for cause. If HCDE fails to cure a default as set forth above, the County may, by written notice to HCDE, terminate this Agreement for cause, in whole or in part, and specifying the effective date thereof ("Notice of Termination for Cause"). If the termination is for cause, HCDE shall be compensated for that portion of the work or materials provided which has been fully and adequately completed and accepted by the County as of the date the County provides the Notice of Termination. In such case, the County shall have the right to take whatever steps it deems necessary to complete the project and correct HCDE's deficiencies.
- C) Reimbursement; Damages. The County shall be entitled to reimbursement for any compensation paid in excess of work rendered or materials provided and shall be entitled to withhold compensation for defective work or other damages caused by HCDE's performance of the work.
- D) HCDE's Termination for Convenience. HCDE may, by written notice to the County, terminate this Agreement for convenience, in whole or in part, at any time by giving written notice to the County of such termination, and specifying the effective date thereof ("Notice of Termination for Convenience"). If the termination is for the convenience of HCDE, the County shall compensate HCDE for work or materials fully and adequately provided through the effective date of termination. No amount shall be paid for unperformed work or materials not provided, including anticipated profit. HCDE shall provide documentation deemed adequate by the County to show the work actually completed or materials provided by HCDE prior to the effective date of termination. This Agreement shall terminate on the effective date of the Notice of Termination.
- E) HCDE's Termination for Cause. If the County fails to perform pursuant to the terms of this Agreement, the County shall provide written notice to HCDE specifying the default ("Notice of Default"). If the County does not cure such default within the reasonable time required by HCDE, HCDE may terminate this Agreement for cause. If the County fails to cure a default as set forth above, HCDE may, by written notice to the County, terminate this Agreement for cause, in whole or in part, and specifying the effective date thereof ("Notice of Termination for Cause"). If the termination is for cause, HCDE shall be compensated for that portion of the work or materials provided which has been fully and adequately completed and accepted by the County as of the date HCDE provides the Notice of Termination.
- F) Additional Termination Provisions. Upon receipt of a Notice of Termination, either for cause or for convenience, HCDE shall promptly discontinue the Services unless

the Notice directs to the contrary. HCDE shall deliver to the County and transfer title (if necessary) to all data obtained through performance of the Services, including Applicant data. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement. HCDE acknowledges the County's right to terminate this Agreement with or without cause as provided in this Section. The County acknowledges HCDE's right to terminate this Agreement with or without cause as provided in this Section. Neither Party shall be liable for any costs other than the charges or portions thereof which are specified herein. HCDE shall not be entitled to payment for unperformed work or materials not provided and shall not be entitled to damages or compensation for termination of work or supply of materials. If County terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience. In such event, HCDE shall be entitled to receive only the amounts payable under this Section, and HCDE specifically waives any claim for consequential damages or lost profits. The rights and remedies of the Parties provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement including, but not limited to, the right to specific performance.

- G) *Force Majeure*. In the event that either Party is unable to perform any of its obligations under the Agreement or to enjoy any of the benefits because of natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of the affected party (referred to as a "*Force Majeure* Event"), the Party who has been so affected immediately agrees to give notice to the other Party and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the *Force Majeure* Event, the Party whose ability to perform has not been so affected may terminate the Agreement immediately by giving written notice to the other Party.
- H) Agreement Transition. In the event the Agreement ends by either expiration or termination, HCDE shall assist in the transition until such time that a new service provider can be reasonably operational. HCDE acknowledges its responsibility to reasonably cooperate with the replacement service provider and the County to ensure a smooth and timely transition to the replacement service provider. Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date of the Agreement, or any extension thereof. During any transition period, all other terms and conditions of the Agreement shall remain in full force and effect as originally written.

## 10) NOTICE

- A) Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been delivered in person or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly



registered or certified, return receipt requested, in a United States Post Office, addressed to the County or HCDE at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

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

To the County: Harris County Office of County Administration  
1001 Preston St, Suite 500  
Houston, Texas 77002  
Attn.: Astrid Escobar

- B) Either Party may designate a different address by giving the other Party ten (10) days written notice.

#### **11) COMPLIANCE AND STANDARDS**

- A) HCDE represents and warrants that it is capable and willing to provide the Services called for in the Agreement and agrees to render the Services in accordance with the generally accepted standards applicable to the Services. HCDE shall use that degree of care and skill commensurate with the profession to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the Services and HCDE's performance to be rendered hereunder. HCDE represents that HCDE and its personnel are fully qualified to perform the Services and provide the deliverables described in this Agreement.
- B) HCDE shall not access any information it is not authorized to receive, nor shall HCDE copy, recreate, or use any proprietary information obtained in connection with this Agreement other than for the performance of this Agreement.
- C) HCDE shall not copy, recreate, or use any proprietary information of any third party in the performance of Services under this Agreement except to the extent authorized by such third parties.
- D) Conflict of Interest: HCDE warrants and represents to the County that it does not have nor shall it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under this Agreement. Furthermore, HCDE warrants that no company or person, other than a bona fide employee, has been employed to solicit or secure this Agreement with the County, and that HCDE has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration,

contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, the County shall have the right to terminate the Agreement without liability or in its discretion to deduct from the Agreement amount, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingent fee.

- E) Conflict of Interest:** The County warrants and represents to HCDE that it does not have nor shall it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under this Agreement. Furthermore, the County warrants that no company or person, other than a bona fide employee, has been employed to solicit or secure this Agreement with HCDE, and that the County has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, HCDE shall have the right to terminate the Agreement without liability.
- F) Lobbying:** HCDE shall not use funds received pursuant to this Agreement to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. Pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the Agreement term funding to HCDE exceeds \$100,000.00, HCDE shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."
- G) NO FEDERAL EXCLUSION**
- i) HCDE warrants that HCDE is not an "Ineligible Person." An "Ineligible Person" is an individual or entity who:
    - a) is currently excluded, debarred, suspended, or otherwise ineligible to participate in any federal and/or state grant, health care program, or in federal and/or state procurement or nonprocurement programs. This includes but is not limited to persons who are on the List of Excluded Individuals or Entities of the Inspector General, List of Parties excluded from Federal Programs by the General Services Administration or the Medicaid Sanction List; or,
    - b) has been convicted of a criminal offense related to the provision of health care items or services [within the rules and regulations of 42 USC §1320a-7(a)], but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.
  - ii) HCDE agrees to report immediately to the County if HCDE becomes an "Ineligible Person" during the term of this Agreement, or to cease assigning

any employee to provide Services if the employee becomes an “Ineligible Person” during the term of this Agreement.

- iii) HCDE warrants and represents that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Services (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Services Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. HCDE must immediately notify the County of any such exclusion or suspension. HCDE warrants and represents that it is in good standing with all State and Federal agencies that have a contracting or regulatory relationship with the County. HCDE warrants and represents that no person who has an ownership or controlling interest in HCDE’s business or who is an agent or managing employee of HCDE has been convicted of a criminal offense related to involvement in any federal program.
- H) County and its designee shall have the right to conduct examinations, studies and audits of the services, payments, and efficiencies provided under this Agreement and County may make such examinations, studies, and audits at any time whether before or after payment. HCDE shall reasonably cooperate with such examinations, studies, and audits and provide County with such records, data, documents, including all of HCDE’s backup and support data for billings, and HCDE shall provide access to such records, data, documents and personnel as are requested by County or the County Auditor. All payments made by County are subject to re-evaluation and refund or withholding of future payments conditioned on the results of the audit. This section shall survive termination of this Agreement.
- I) Whistleblower Protection Act: HCDE understands and agrees that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on HCDE employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908. HCDE shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. HCDE shall insert the substance of this clause; paragraph M (“Whistleblower Protection Act”), in all subcontracts providing services under this Agreement.
- J) Intentionally omitted.
- K) Intentionally omitted.

L) Intentionally omitted.

M) Compliance with Federal Requirements. Parties acknowledge that HCDE is a Subrecipient pursuant to 2 C.F.R. §§ 200.330–200.331 and has been provided the required Coronavirus State and Local Fiscal Recovery Fund (“SLFRF”) Award Terms and Conditions as contained in Exhibit C, attached hereto and incorporated herein by reference to the extent applicable to HCDE and the required subaward information as contained in Exhibit E, attached hereto and incorporated by reference.

HCDE agrees to comply with applicable provisions of the SLFRF statute, SLFRF Award Terms and Conditions, Treasury’s interim final rule and final rule, applicable statutes, regulations, and reporting requirements.

This Agreement requires the Parties’ compliance with applicable provisions of Title 2 C.F.R. part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. HCDE agrees to comply with all other applicable Federal law, regulations, executive orders, Department of Treasury policies, procedures, and directives, as well as state and local laws, regulations, and policies governing the funds provided under this Agreement. With respect to any conflict between such federal requirements and the terms of the Agreement and/or the provisions of state/local law and except as otherwise required under federal law or regulation, the federal requirement shall control. Violations of law will be referred to the proper authority in the applicable jurisdiction. HCDE further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

Subcontracts entered into by HCDE in connection with this Agreement shall comply with all applicable Federal laws, regulations, executive orders, Department of Treasury policies, procedures, and directives. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement.

- i) Fund payments are considered to be federal financial assistance subject to the Single Audit Act, codified at 31 U.S.C. §§ 7501–7507.
- ii) HCDE is subject to a single audit or program specific audit under 2 C.F.R. § 200.501(a) when HCDE spends \$750,000 or more in federal awards during the fiscal year.
- iii) Fund payments are subject to 2 C.F.R. § 200.303 regarding internal controls.
- iv) Fund payments are subject to Subpart F of the Uniform Guidance, regarding audit requirements.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to 2 C.F.R. §§ 200.303, 200.331–200.333, 200.501(a), and Subpart F of Title 2.

- N) Administrative Costs. HCDE may use funds for administering the program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements. Costs must be reasonable and allocable as outlined in 2 C.F.R. §§ 200.404–200.405. HCDE is permitted to charge both direct and indirect costs to its SLFRF subaward as administrative costs as long as they are accorded consistent treatment per 2 C.F.R. § 200.403. Each category of cost should be treated consistently in like circumstances as direct or indirect, and HCDE may not charge the same administrative costs to both direct and indirect cost categories, or to other programs.
- O) Program Income. Program Income means income earned by the HCDE that is directly generated by a supporting activity or earned as a result of the Subaward during the period of performance except as provided in 2 C.F.R. § 200.307. Program Income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under the Subaward, the sale of commodities or items fabricated under the Subaward, license fees and royalties on patents and copyrights, and principal and interest on loans made with Subaward funds. Interest earned on advances of the Subaward is not program income. Except as otherwise provided in Federal statutes, regulations, or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts, and interest earned on any of them.

HCDE agrees to calculate, document, and record HCDE's program income. HCDE also agrees to implement written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records.

- P) Cost Principles. Costs incurred, whether charged on a direct or an indirect basis, must be in conformance with 2 CFR part 200, subpart E.
- Q) Reporting Obligations. HCDE shall submit regular monthly progress and financial reports to the County.
  - i) Projects: Provide information on all SLFRF funded projects. Projects are new or existing eligible government services or investments funded in whole or in part by SLFRF funding. For each project, HCDE will be required to enter the name, identification number (created by the HCDE), project expenditure category, description, and status of completion. Project descriptions must describe the project in sufficient detail to provide understanding of the major activities that will occur, and will be required to be between 50 and 250 words. Projects should be defined to include only

closely related activities directed toward a common purpose. HCDEs should review the Required Programmatic Data described in (Q)(ii-iv) below and define projects at a sufficient level of granularity.

- ii) **Obligations and Expenditures:** Once a project is entered the HCDE will be able to report on the project's obligations and expenditures. HCDEs will be asked to report:
  - a) Current period obligation
  - b) Cumulative obligation
  - c) Current period expenditure
  - d) Cumulative expenditure
- iii) **Project Status:** Once a project is entered the recipient will be asked to report on project status each period, in four categories:
  - a) Not started
  - b) Completed less than 50 percent
  - c) Completed 50 percent or more
  - d) Completed'
- iv) **Program Income:** HCDE should report the program income earned and expended to cover eligible project costs, if any.
- v) **Project Demographic Distribution:** Recognizing the disproportionate public health and economic impacts of the pandemic on many households, communities, and other entities, HCDE must report whether certain types of projects are targeted to impacted and disproportionately impacted communities. HCDE will be asked to respond to the following:
  - a) What impacted and/or disproportionately impacted population does this project primarily serve?
  - b) If this project primarily serves more than one impacted and/or disproportionately impacted population, please select up to two additional populations served.

R) No Obligation by Federal Government



The Federal government, Department of Treasury, and any other federal agency or pass-through entity providing financial assistance are not a party to any transaction between the recipient and its contractor. The Federal government or any other federal agency or pass-through entity providing financial assistance are not subject to any obligations or liable to any party for any matter relating to this contract.

S) **Program Fraud & False or Fraudulent Statements or Related Acts**

Recipients, subrecipients, and contractors must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of recipients, subrecipients, contractors, and subcontractors pertaining to any matter resulting from a contract.

T) **Fraud, Waste, and Abuse Reporting**

HCDE shall promptly report to the County through the County's Fraud, Waste, or Abuse Hotline and also notify the County in accordance with all the Notice provisions contained in this Agreement of all suspected or known instances and facts concerning fraud, waste, abuse, or criminal activity under this Agreement. The County's Fraud, Waste, or Abuse Hotline can be accessed by phone at 866-556-8181 or online at <https://secure.ethicspoint.com/domain/media/en/gui/68174/index.html>.

U) **Intentionally omitted.**

V) **Intentionally omitted.**

**12) ADMINISTRATIVE REQUIREMENTS**

A) **Pre-award Costs.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

B) **Administrative Costs.** HCDE may use funds provided under this award to cover both direct and indirect costs.

C) **Financial Management.** HCDE agrees to comply with, and agrees to adhere to, any accounting principles and procedures required by federal law, as well as utilize adequate internal controls relating to performance of the Agreement. HCDE's accounting system to record expenditures must be established and maintained in accordance with generally accepted accounting standards.

D) **Duplication of Benefits; Subrogation.** HCDE shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), as amended through P.L. 116-284 (January 1, 2021), and in accordance with Section 1210 of the Disaster Recovery Reform Act

of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42U.S.C. 5155). The HCDE shall carry out the activities under this agreement in compliance with the Grantee’s procedures to prevent duplication of benefits.

- i) If HCDE receives duplicate benefits from another source for projects related to this disaster, HCDE must refund the benefits provided by the Grantee to the Grantee. The Grantee may also recover the amount to be repaid, or any part thereof, by deductions from any ARPA funding which was to be paid to HCDE.
  - ii) Under Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, any entity that has received or is entitled to receive federal disaster assistance is liable to the United States for the repayment of such assistance to the extent that such assistance duplicates benefits available for the same purpose from another source, including insurance and other federal programs.
- E) HCDE shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). HCDE must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identifier. HCDE must also comply with applicable provisions of the FFATA, which includes requirements on executive compensation, and 2 CFR part 170 Reporting and Subaward and Executive Compensation Information.
- F) Procurement and Contractor Oversight. HCDE shall comply with applicable procurement standards in 2 C.F.R. §§ 200.317–200.327 when procuring property and services under this agreement.
  - i) HCDE shall impose HCDE’s obligations under this Agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.
  - ii) HCDE shall maintain oversight of all activities under this Agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this Agreement.
- G) Audits, Documentation & Recordkeeping/Record Retention. HCDE shall establish and maintain records sufficient to enable the County to (1) determine whether the HCDE has complied with this Agreement, applicable Federal statutes and regulations, and the award terms and conditions and (2) satisfy recordkeeping requirements applicable to the County through regulations and guidances issued by the U.S. Department of the Treasury.
  - i) Harris County, any Federal agency (including without limitation any federal Inspectors General), the Comptroller General of the United States, or any

of their authorized representatives (each an "Auditor"), shall have the right of access to any facilities and to any records, documents, financial statements, papers, or other records of HCDE in order to make audits, examinations, excerpts, and transcripts related to this Agreement. HCDE shall cooperate with such examinations, studies, and audits and provide the Auditor with such documents, including without limitation HCDE's backup and support data related to the work, materials, and billings under this Agreement. The Auditor may perform such examinations, studies, and audits before or after payment. The right of access also includes timely and reasonable access to HCDE's personnel for the purpose of interview and discussion related to such documents. All payments made by County are subject to re-evaluation and refund or withholding of future payments conditioned on the results of the audit.

- ii) All recipients, subrecipients, contractors, successors, transferees, assignees, and subcontractors must acknowledge and agree to comply with applicable provisions governing access to records, accounts, documents, information, and facilities.
  - iii) To the extent required by, and in accordance with, 2 CFR Part 200 and any applicable guidance from the U.S. Department of the Treasury, HCDE, recipients, subrecipients, contractors, successors, transferees, assignees, and subcontractors shall retain sufficient records, which may include, but are not limited to financial records, supporting documents, statistical records, and all other records pertinent to the Agreement. Subject to, and in accordance with the requirements set forth and in accordance with 2 CFR Part 200 and any applicable guidance from the U.S. Department of the Treasury, records shall be maintained by HCDE for a period of five (5) years after this Agreement has ended and the work has concluded.
  - iv) HCDE, as of thirty (30) days after the completion of the program and upon written request by the County, will transfer all Documents to Harris County. HCDE will retain copies of such records for the required retention period.
  - v) HCDE shall include this provision in all subcontracts and consulting agreements executed in support of this Agreement, thereby giving any Auditor the right to perform examinations, studies and audits of all subcontractor and consultants paid from funds under this Agreement.
  - vi) This section shall survive termination of this Agreement.
- H) Personally Identifiable Information. HCDE must take reasonable measures to safeguard protected personally identifiable information, and other information the County designates as sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality. For purposes of this provision, the definition for personally identifiable information found at 2 C.F.R. §

200.1 is incorporated herein.

- I) Disclosure. HCDE understands that confidential information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of County's or HCDE's responsibilities with respect to goods/services provided under this Agreement, is prohibited unless written and valid consent is obtained. The County shall clearly mark any such confidential information as "confidential" prior to disclosure to HCDE.
  
- J) Monitoring & Compliance. To the extent required and in accordance with 2 CFR 200, County shall monitor the activities of HCDE as necessary and in accordance with applicable regulations on HCDE Monitoring and management, 2 C.F.R. §§ 200.331–200.333, to ensure HCDE compliance with all the requirements of this agreement, including the timeframes and performance goals associated with the activities. Substandard performance as determined by the County will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by HCDE within seven (7) HCDE business days after being notified by the County, the County may impose additional conditions on HCDE and its use of funds (per 2 C.F.R. § 200.208), suspend or terminate this Agreement, or initiate other remedies for noncompliance. Monitoring of HCDE shall include:
  - i) Reviewing financial and performance reports as required by the County.
  - ii) Following-up and ensuring that HCDE takes timely and appropriate action on all deficiencies pertaining to this Agreement detected through audits, on-site reviews, and other means.

Depending upon County's assessment of the risk posed by HCDE based upon the requirements of 2 CFR 200 and/or applicable guidance from the U.S. Department of Treasury, the following monitoring tools may be used by County to ensure proper accountability and compliance with program requirements and achievement of performance goals that are set forth in this Agreement:

  - iii) Providing HCDE with training and technical assistance on program- related matters; and
  - iv) Performing on-site reviews of HCDE's program operations;
  
- K) Close Out. HCDE shall closeout its use of the SLFRF funds and its obligations under this Agreement by complying with the closeout procedures in 2 C.F.R. § 200.344. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records.

Notwithstanding the terms of 2 C.F.R. § 200.344, upon expiration of this Agreement, HCDE shall transfer to the recipient any SLFR funds on hand at the time of expiration and any accounts receivable attributable to the use of SLFR funds.

**12) PUBLIC CONTACT**

Contact with the news media, citizens of Harris County, or governmental agencies shall be the responsibility of the County. Under no circumstances (with the exception of compliance with requirements imposed under applicable law, including, without limitation, the TPIA) shall HCDE release any material or information developed in the performance of its Services without the express written permission of the County, except as may be set forth in Internal Guidelines pursuant to the Scope of Services detailed in Exhibit A hereto.

**13) APPLICABLE LAW AND VENUE**

- A) The Agreement is subject to the state and federal laws, orders, rules, and regulations relating to the Agreement and funded by state or federal funds or of applicable conditions of participation in Medicaid or Medicare program(s).
- B) This Agreement is governed by the laws of the State of Texas.
- C) The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas.
- D) The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas

**14) TAXES AND CHARGES**

- A) The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to HCDE upon request.
- B) The County is neither liable for any personal property taxes, charges, or fees assessed against HCDE nor obligated to reimburse HCDE for any taxes, charges, or fees assessed against HCDE for the supplies provided or any Services rendered.

**15) PROHIBITION ON LIENS**

In accordance with Texas Property Code §43.002, HCDE, or its HCDEs or agents, will not create or place, or permit to be created or placed, a lien or any other encumbrance on County property. If any such lien or encumbrance is placed on County property, HCDE shall pursue any lawful effort, including but limited to seeking relief in a court of competent jurisdiction, to remove the lien or encumbrance from the property.

**16) NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY**

- A) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of either Party.
- B) The Parties agree that no provision of this Agreement extends the County's or HCDE's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
- C) 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 or HCDE of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.
- D) The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

**17) WAIVER OF BREACH**

Waiver by either Party of a breach or violation of any provision of the Agreement is not a waiver of any subsequent breach.

**18) SEVERABILITY**

If any provision or part of the Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons, entities, or circumstances are not affected.

**19) SURVIVAL OF TERMS**

Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited to the indemnification provision, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

**20) CONTRACT CONSTRUCTION**

- A) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.

- B) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.
- C) When terms are used in the singular or plural, the meaning shall apply to both.
- D) When either the male or female gender is used, the meaning shall apply to both.

**21) SUCCESSORS AND ASSIGNS**

The County and HCDE bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement.

**22) NO THIRD-PARTY BENEFICIARIES**

- A) Neither Party is obligated or liable to any party other than the other Party to this Agreement for the performance of this Agreement.
- B) Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies in any third party.
- C) Nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County or HCDE with respect to any third party.

**23) EFFECTIVE DATE**

The Effective Date of this Agreement will be the date the Agreement is approved by Harris County Commissioners Court.

**24) ENTIRE AGREEMENT; MODIFICATIONS**

- A) This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.
- B) Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.

**25) EXECUTION, MULTIPLE COUNTERPARTS**

This Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Agreement.





**[EXECUTION PAGE FOLLOWS]**

HARRIS COUNTY DEPARTMENT OF  
EDUCATION

By: Dr. Jesus Amezcua  
Dr. Jesus Amezcua (Apr 19, 2023 22:33 CDT)  
Name: Jesus Amezcua  
Title: HCDE Asst. Superintendent of  
Business Services

Date: Apr 19, 2023

HARRIS COUNTY

DocuSigned by:  
Lina Hidalgo  
266C1B1FCB5A4DC...  
By: LINA HIDALGO  
COUNTY JUDGE  
Date: April 25, 2023

APPROVED AS TO FORM:  
CHRISTIAN D. MENEFE  
COUNTY ATTORNEY

By: Manasi Tahiliani  
Manasi T. Tahiliani  
Assistant County Attorney  
C.A.O. File No. 23GEN0717

## EXHIBIT A SCOPE OF SERVICES

- I. **Program Overview:** Harris County will fund the County Connections Program, to help provide the youth of Harris County activities and opportunities with which to be actively involved during the summer of 2023 through the summer of 2026 by administering a funding initiative whereby qualifying local nonprofit organizations may be awarded funding from a Program Fund to cover or defray certain costs of their particular summer youth activities. HCDE, through its CASE for Kids Division, will implement and administer the County Connections Program where qualifying CBOs will be able to propose a program to involve Harris County's youth in engaging activities and opportunities to, in addition to providing a clean, sanitary and inclusive environment where participants can continue to practice responsible social distancing, provide diverse learning opportunities, effective administrative strategies, collaborative relationships, and intentional program promotion. Applicants will be community-based organizations (CBOs), defined under the Texas Local Government Code Sec. 535 as "a nonprofit corporation or association that is located in close proximity to the population the organization serves," or similar organization and subject to the requirements in Section II below.
  
- II. **The Program:** HCDE will gather applications (via a publicly advertised Request for Proposals) and supporting documentation from Applicants and, based on the following terms, provide funding to those CBOs that qualify:
  - A. **Program Allocation:** The total sum allocated to the Program Fund is \$5,205,000.00 from which allocations of assistance will be made to selected qualifying CBOs that apply based on the terms and conditions of this Section II. This Program Fund is in addition to the HCDE Compensation pursuant to Article 5 of this Agreement.
  
  - B. **Eligibility Criteria:** Selected Qualifying CBOs will receive financial assistance through the County Connections Program, but in no event will any one CBO receive more than \$20,000.00 per Applicant Program. HCDE must use reasonable and non-discriminatory processes to adequately assess the needs of each Applicant and require each Applicant CBO seeking assistance, and the Activities for which assistance is sought, to meet the following Eligibility Criteria:
    - i) **CBO Entity** - Applicants must submit sufficient evidence that it is an established charter school, faith-based organization, or civic group that (a) holds a valid 501(c)3 designation and IRS-designated 501(c)3 status for at least one calendar year prior to May 10, 2023; or (b) is formally registered with the Texas Secretary of State as a Not-for-Profit entity and has held such registration for at least one calendar year prior to May 10, 2023;
  
    - ii) **Activity Eligibility** - In order to qualify for assistance, an Activity must meet the following criteria:
      - (a) Proposed Activities must serve youth (defined as minors between the grade level range of Kindergarten through 12<sup>th</sup> grade) during the summer;
      - (b) Proposed Activities must detail the Harris County precinct and location within the precinct where the Activity will occur;
      - (c) Proposed Activities are meant to be engaging, appropriate for the age-range minors allowed to participate, be supervised, and provide a diverse learning opportunity in a safe and clean environment; and

- (d) HCDE agrees to give priority to those Activities most likely to attract economically disadvantaged participants.
  - iii) Venue Eligibility – The location where the Activity is meant to take place must be located in Harris County and either (a) owned or controlled by the Applicant or (b) a location where the Applicant can provide documentation that it has written permission to conduct the Activity at the site (e.g. a “Collaboration Letter” signed by an authorized representative of the Applicant Program Site). An Applicant may not submit multiple applications for Activities to be provided at a single site, but multiple applications are permitted if a single site is not duplicated.
  - iv) Government Contracting Eligibility - Applicant(s) must not be debarred from conducting business with the County, HCDE, the State of Texas or the federal government (including principals of Applicant).
  - v) Application Process – Applicant(s) must submit a complete application with all required support documents and abide by the rules defined below:
    - (a) An Applicant’s application must include a timely (based on schedule and deadlines set by HCDE) submitted vendor packet including a W-9 Form, Conflict of Interest (CIQ) Form, Felony Conviction Form, Covered Employee Affidavit Form, and Form 1295 Disclosure of Interested Parties (as applicable);
    - (b) An Applicant must respond to an HCDE Request for Proposals; and
    - (c) An Applicant must attend all orientation meetings.
  - vi) Language Assistance – An applicant must acknowledge, in a form acceptable to HCDE, where required by HCDE in a non-discriminatory manner, that it can provide reasonable assistance to non-English speaking participants in its Activity.
  - vii) Insurance – Applicants must provide proof of insurance sufficient for their respective Activity and Venue.
- C. Consideration of Applicants: HCDE will submit Applicants to the applicable County Precinct Commissioners based on the site where the Activity will occur, and each Commissioner will be given a reasonable period of time to review the Applications for Activities to take place within their respective Precinct and provide comments to the HCDE selection team. HCDE will select Applicants to be awarded Program Funds based on the criteria set forth in this Agreement and the point scale provided in the Request for Proposals.
- HCDE will take into consideration during the Application evaluation and selection process, the amount of assistance being sought as compared to the expected or anticipated participant count. Activities whose cost ratio per anticipated participant is noticeably outside the range of the average cost ratio of other Applicants may be excluded in order to allow the County Connections Program to reach as many participants as possible.
- D. Operational Requirements: Each approved Activity receiving awards of Program Funds from the County Connections Program must abide by the following through the entire period during which the Activity is offered:

- i) Approved CBOs must adhere to all procedures required by the Applicant Program Site, if applicable;
  - ii) Staffing: Each CBO must certify that the CBO agrees to obtain and assess criminal history record information available to CBO for each employee, contractor, and volunteer who has or will have direct contact with minors in connection with CBO's fulfillment of its scope of work and further agrees that none of CBO's employees, contractors, and/or volunteers have a disqualifying criminal history. The Parties agree CBOs are not a "contracting entity" or a "subcontracting entity" as those terms are defined and governed by Tex. Educ. Code § 22.0834, and the fingerprinting requirements imposed by Tex. Educ. Code § 22.0834 do not apply;
  - iii) Applicant(s) must agree to provide the approved Activity funded by Program Grant Funds within the time frames identified in its application;
  - iv) An Approved CBO must match the total amount of Program Funds received on a dollar-for-dollar basis; the match may be cash or in-kind support from other sources;
  - v) Approved CBOs must comply with evaluations required by HCDE, which include site visits for comprehensive summer programs and may include focus groups and surveys; and
  - vi) Each CBO must maintain the insurance as required in Section II(B)(vii) above.
- E. Compliance Failure: If HCDE identifies any CBO (i) whose participant count is noticeably below that listed in its Application, (ii) whose Activity deviates in a material manner, as determined by HCDE, from the description of the Activity in its Application, or (iii) fails to comply with any other terms and conditions of its agreement with HCDE, that CBO will be identified as "Noncompliant". Noncompliant CBOs will be notified that their Activity will no longer be eligible for assistance and HCDE will demand the return of all unspent Program Funds received by the noncompliant CBO.

Additionally, any CBO whose Expense Reports reflect a failure of the Activity to utilize the Program Funds received will be required to return that unspent portion of Program Funds. For purposes of this paragraph, fifty percent (50%) of the Activity Expenditures will be the basis for determinations regarding spent/unspent Program Funds due to the dollar-for-dollar match nature of the County Connections Program.

- III. Training: In addition to the potential opportunity for coaching and counseling during the commencement of the Activity, HCDE, through the CASE for Kids Division, will offer, at no additional cost, the opportunity for the staff of each approved CBO to attend one CASE for Kids best practices workshop.
- IV. Marketing: HCDE will design and promote the County Connections Program to residents within Harris County, Texas, but all flyers, advertisements, press releases, or other marketing communication material must be approved by the County prior to release by HCDE. The rights and obligations of HCDE in this Section IV to design and market the Program are not exclusive, and the County may advertise and promote the Program, at its sole cost, as it deems necessary or desirable.
- V. Internal Guidelines: HCDE, with the consent of the County may, provided the same are consistent with this Agreement and applicable law, draft and implement guidelines to assist the Parties in administering this Program in a uniform and efficient manner. Guidelines may include, without limitation, the following: (i) the application content, format and process; and (ii) supporting documents to be provided by an Applicant, obtained by HCDE during the selection process, or self-certified by individual CBO Applicants. Notwithstanding the above, however, HCDE may not increase the requirements for an Applicant to be a Qualifying CBO.

## VI. Reporting requirements:

### A. HCDE's Monthly Reporting Requirements will include:

- Key Performance Indicator Updates and additional data as described below
- Milestone Statuses and Project Plan Updates
- Monthly Narratives, if applicable
- Budget projections, if changed

### HCDE's Quarterly Reporting Requirements will include:

- Granular Program Data
- Award Data by CBO, if applicable

### HCDE's Annual Reporting Requirements will include:

- Annual Report (for multi-year contracts)
- Mid-term *Equity Reflections*; and/or
- Final *Equity Reflections*
- Final key performance indicators and performance targets report

Monthly Reports: HCDE will provide the following reports to the County on a monthly basis containing the following data for the Program Fund and for calculating any payments of HCDE Compensation:

1. Current and cumulative data on all amounts awarded;
2. Number of CBO Applications approved for awards for the current period and Award amounts;
3. Participant attendance at approved Activities;
4. Identifying data for any rejected or denied applications, including the following: applicant ID, address of the Activity site, and rationale for denying or rejecting application;
5. Identification, including categorization, of applicable expenses for the Activity ("Activity Expenditures") accompanied by applicable receipts and invoices (reports detailed in this Item (5) are referred to herein as "Expense Reports"); and
6. Cumulative report on results of HCDE's program quality assessments of awarded CBOs.

B. Final Reports: Upon completion of the Activity, each approved CBO will prepare and submit a "Final Report", detailing cumulative data for all information required during each monthly report in addition to submission of photo documentation of the Activity in progress and a summary of project accomplishments and challenges. The Final Report must be received prior to a CBO receiving its payment for the final twenty percent (20%) of the HCDE Compensation.

C. Customized and/or Additional Reports: Additionally, HCDE will cooperate with the County regarding all reasonable County requests for additional or customized reports, which may include the forwarding of all County Connections Program records once all funds and payments have been allocated and paid.

## VII. Compliance and Monitoring:

HCDE may be contacted by the County to obtain or develop a tailored Compliance and Monitoring Plan. Funds allocated by 2 CFR 200 to support the American Rescue Plan (ARP) Act of 2021 are expected to align and ensure compliance with ARP, 2 CFR 200 Uniform Guidance, Treasury's SLFRF-Compliance and Reporting Guidance, and other Harris County governing rules across prime recipients, subrecipients, direct grantees, and contracted vendors.

## VIII. Close Out:

HCDE shall have fulfilled its obligations when the following occurs: HCDE accomplishes the Activities and Deliverables described within this SOW, including delivery to County of all materials and reports listed herein, and County accepts such activities and materials without unreasonable objections.



## EXHIBIT B BUDGET

County Connections Budget					
2023-2026					
Personnel	Total	23*	24	25	26
Program Coordinator 1 (FTE 80%)	\$ 178,185	\$ 31,185	\$ 47,500	\$ 49,000	\$ 50,500
Data Compliance Specialist (FTE 85%)	\$ 153,700	\$ 26,600	\$ 41,000	\$ 42,400	\$ 43,700
Program Coordinator 2 (FTE 80%/3 mos)	\$ 48,418	\$ 11,518	\$ 11,900	\$ 12,300	\$ 12,700
Administrative Assistant (FTE 50%)	\$ 72,589	\$ 12,589	\$ 19,400	\$ 20,000	\$ 20,600
Manager (FTE 35%)	\$ 114,355	\$ 20,055	\$ 30,200	\$ 31,100	\$ 33,000
Director (FTE 10%)	\$ 56,829	\$ 10,029	\$ 15,100	\$ 15,600	\$ 16,100
<b>Payroll</b>	<b>\$624,076</b>	<b>\$ 111,976</b>	<b>\$ 165,100</b>	<b>\$ 170,400</b>	<b>\$ 176,600</b>
<b>Fringe</b>	<b>\$ 171,900</b>	<b>\$ 29,400</b>	<b>\$ 46,000</b>	<b>\$ 47,500</b>	<b>\$ 49,000</b>
<b>Total Payroll Costs 6100</b>	<b>\$795,976</b>	<b>\$ 141,376</b>	<b>\$ 211,100</b>	<b>\$ 217,900</b>	<b>\$ 225,600</b>
<b>Grants</b>					
Grant Awards	\$ 5,205,000	\$ 1,275,000	\$ 1,310,000	\$ 1,310,000	\$ 1,310,000
<b>Total Grants</b>	<b>\$5,205,000</b>	<b>\$ 1,275,000</b>	<b>\$ 1,310,000</b>	<b>\$ 1,310,000</b>	<b>\$ 1,310,000</b>
<b>Materials &amp; Supplies &amp; Events</b>					
Check Presentation Events (4 events annually)	\$ 96,000	\$ 24,000	\$ 24,000	\$ 24,000	\$ 24,000
Office Supplies & Technology for CASE staff	\$ 21,000	\$ 12,000	\$ 3,000	\$ 3,000	\$ 3,000
Supplies for grantees - curriculum kits/T-shirts kids/misc.	\$ 406,724	\$ 97,724	\$ 103,000	\$ 103,000	\$ 103,000
<b>Total Materials &amp; Supplies &amp; Events</b>	<b>\$ 523,724</b>	<b>\$ 133,724</b>	<b>\$ 130,000</b>	<b>\$ 130,000</b>	<b>\$ 130,000</b>
<b>Misc Costs</b>					
Mileage - for site visits	\$ 8,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
In-state Conference (OSTICON) for 2 (80%)	\$ 10,000	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
National OST conference for 1 (80%)	\$ 8,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
National OST conference for 1 (35%)	\$ 2,800	\$ 700	\$ 700	\$ 700	\$ 700
External Assessors	\$ 7,000	\$ 1,000	\$ 2,000	\$ 2,000	\$ 2,000
Delivery Services for Curriculum Kits	\$19,000	\$ 4,000	\$ 5,000	\$ 5,000	\$ 5,000
<b>Total Other Operating Costs</b>	<b>\$ 54,800</b>	<b>\$ 12,200</b>	<b>\$ 14,200</b>	<b>\$ 14,200</b>	<b>\$ 14,200</b>
<b>Total Grant Management Budget</b>	<b>\$6,579,500</b>	<b>\$ 1,562,300</b>	<b>\$ 1,665,300</b>	<b>\$ 1,672,100</b>	<b>\$ 1,679,800</b>
<b>Indirect Costs</b>	<b>\$520,500</b>	<b>\$127,500</b>	<b>\$131,000</b>	<b>\$131,000</b>	<b>\$131,000</b>
<b>Grand Total</b>	<b>\$7,100,000</b>	<b>\$1,689,800</b>	<b>\$1,796,300</b>	<b>\$1,803,100</b>	<b>\$1,810,800</b>

**EXHIBIT C**

**CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS**

**(Follows Behind)**

**U.S. DEPARTMENT OF THE TREASURY**  
**CORONAVIRUS STATE FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS**

**1. Use of Funds.**

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

**2. Period of Performance.** The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

**3. Reporting.** Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

**4. Maintenance of and Access to Records**

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

**5. Pre-award Costs.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

**6. Administrative Costs.** Recipient may use funds provided under this award to cover both direct and indirect costs.

**7. Cost Sharing.** Cost sharing or matching funds are not required to be provided by Recipient.

**8. Conflicts of Interest.** Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

**9. Compliance with Applicable Law and Regulations.**

- a. Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- vii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with sections 602 and 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of sections 602(c) or 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in sections 602(e) and 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to Harris County by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency; A court or grand jury; or
  - vi. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

**EXHIBIT D**

**Required Federal Clauses**

**(Follows Behind)**

## **FEDERAL REGULATIONS**

The Part 200 Uniform Requirements (2 CFR Part 200) require that non-Federal entities' contracts contain the applicable provisions described in Appendix II to Part 200 — "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards,"; to the extent applicable to Contractor and this Agreement, the aforementioned provisions are included herein and incorporated by reference." Violations of law will be referred to the proper authority in the applicable jurisdiction. All Prime Contractors awarded contracts by Harris County which are federally funded, in whole or in part, are required to comply with the provisions below and incorporated herein, if applicable. Additionally, prime contractors with Harris County are required to include the provisions below and incorporated herein in any contracts executed with subcontractors performing the scope of work and shall pass these requirements on to its subcontractors and third-party contractors, as applicable. In addition to other provisions required by the relevant Federal agency, State of Texas, or Harris County, all contracts made by Harris County under the Federal award shall contain provisions covering the following, as applicable.

## **DISABILITIES**

Contractor shall comply with all applicable federal, state and local laws and regulations which prohibit recipients of federal funding from discriminating against individuals with disabilities. Applicable laws and regulations with which Contractor shall comply shall include, but are not limited to, the following: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) (24 CFR Parts 8-9); 24 CFR 570.614; The Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157); the Uniform Federal Accessibility Standards in Title 24, U.S.C. and associated regulations; the Architectural Barriers (AB) Rules; and the Texas Accessibility Standards (TAS).

## **BYRD ANTI-LOBBYING AGREEMENT (2 CFR 200 APPENDIX II (J) AND 24 CFR 570.303)**

Pursuant to 31 U.S.C. § 1352, if at any time during the contract term funding to contract exceeds \$100,000.00, the Contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying" as laid out in a form available from County upon request.

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 recipient who in turn will forward the certification(s) to the awarding agency.

## **DISCRIMINATION**

The Civil Rights Act of 1964, Section 109 of the Community Development Act of 1974, Section



504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) (24 CFR Parts 8-9), the Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), and the Age Discrimination Act prohibit Contractors from excluding or denying individuals benefits or participation in this project on the basis of race, color, religion, national origin, sex, disability, or age. The provisions require that no person in the United States shall on the ground of race, color, religion, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to these Acts.

#### **COPELAND “ANTI-KICKBACK” ACT (40 U.S.C. 3145)**

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. part 3 as may be applicable, which are incorporated by reference into this contract.

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### **DEBARMENT / SUSPENSION AND VOLUNTARY EXCLUSION (2 CFR Appendix II to Part 200 (I))**

Pursuant to 2 CFR Appendix II to Part 200 (H), a Contract meeting the definition in 2 C.F.R. § 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.

Additionally, no contracts shall be awarded to any Contractor that has been debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the Department of Health and Human Services (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Services Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted.

This contract is a covered transaction for purposes of compliance with Title 2 C.F.R. parts 180 and 3000, and as such the Contractor is required to verify that none of the contractor, its principals (as defined at 2 C.F.R. § 180.995), or its affiliates (as defined at 2 C.F.R. § 180.905) are excluded (as defined at 2 C.F.R. § 180.940) or disqualified (as defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C and shall include this requirement and similar certification in all contracts between itself and any

subcontractors in connection with the services performed under this Contract.

The Contractor confirms that it is eligible or otherwise not disqualified or prohibited from participation in federal or state assistance programs under Executive Order 12549, *Debarment and Suspension*. Additionally, the Contractor is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the following: Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Harris County reserves the right to verify any Offeror's status and document instances of debarment, suspension, or other ineligibility.

The Contractor shall verify that all subcontractors performing work under this Contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. The Contractor further must notify Harris County in writing immediately if Contractor or its subcontractors are not in compliance with Executive Order 12549 during the term of this contract. Contractor shall include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **EQUAL EMPLOYMENT OPPORTUNITY FOR WORKERS WITH DISABILITIES**

During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for Workers with Disabilities provisions.

Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

- a. Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a). This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with

disabilities.

- b. Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**EQUAL EMPLOYMENT OPPORTUNITY FOR VEVRAA PROTECTED VETERANS  
(41 CFR 60-300)**

Harris County is an equal opportunity employer of protected veterans. During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for VEVRAA Protected Veterans provisions. Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

- a. The definitions set forth in 41 CFR 60-300.2 apply to the terms used throughout this Clause, and they are incorporated herein by reference.
- b. The contractor shall not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran (hereinafter collectively referred to as "protected veteran(s)") in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices, including the following:
  - i. Recruitment, advertising, and job application procedures.
  - ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
  - iii. Rates of pay or any other form of compensation and changes in compensation.
  - iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
  - v. Leaves of absence, sick leave, or any other leave.
  - vi. Fringe benefits available by virtue of employment, whether or not administered by the contractor.
  - vii. Selection and financial support for training, including apprenticeship, and

on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.

viii. Activities sponsored by the contractor including social or recreational programs.

ix. Any other term, condition, or privilege of employment.

- c. The contractor shall immediately list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, with the appropriate employment service delivery system where the opening occurs. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system. In order to satisfy the listing requirement described herein, contractors must provide information about the job vacancy in any manner and format permitted by the appropriate employment service delivery system which will allow that system to provide priority referral of veterans protected by VEVRAA for that job vacancy. Providing information on employment openings to a privately run job service or exchange will satisfy the contractor's listing obligation if the privately run job service or exchange provides the information to the appropriate employment service delivery system in any manner and format that the employment service delivery system permits which will allow that system to provide priority referral of protected veterans.
- d. Listing of employment openings with the appropriate employment service delivery system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.
- e. Whenever a contractor, other than a state or local governmental contractor, becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the employment service delivery system in each state where it has establishments that: (a) It is a Federal contractor, so that the employment service delivery systems are able to identify them as such; and (b) it desires priority referrals from the state of protected veterans for job openings at all locations within the state. The contractor shall also provide to the employment service delivery system the name and location of each hiring location within the state and the contact information for the contractor official responsible for hiring at each location. The "contractor official" may be a chief hiring official, a Human Resources contact, a senior management

contact, or any other manager for the contractor that can verify the information set forth in the job listing and receive priority referrals from employment service delivery systems. In the event that the contractor uses any external job search organizations to assist in its hiring, the contractor shall also provide to the employment service delivery system the contact information for the job search organization(s). The disclosures required by this paragraph shall be made simultaneously with the contractor's first job listing at each employment service delivery system location after the effective date of this final rule. Should any of the information in the disclosures change since it was last reported to the employment service delivery system location, the contractor shall provide updated information simultaneously with its next job listing. As long as the contractor is contractually bound to these provisions and has so advised the employment service delivery system, there is no need to advise the employment service delivery system of subsequent contracts. The contractor may advise the employment service delivery system when it is no longer bound by this contract clause.

f. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Virgin Islands, American Samoa, the Commonwealth of the Northern Mariana Islands, Wake Island, and the Trust Territories of the Pacific Islands.

g. As used in this clause:

i. All employment openings includes all positions except executive and senior management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.

ii. Executive and senior management means: (1) Any employee (a) compensated on a salary basis at a rate of not less than \$455 per week (or \$380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities; (b) whose primary duty is management of the enterprise in which the employee is employed or of a customarily recognized department or subdivision thereof; (c) who customarily and regularly directs the work of two or more other employees; and (d) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight; or (2) any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.

iii. Positions that will be filled from within the contractor's organization means employment openings for which no consideration will be given to

persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.

- h. The contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- i. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- j. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are protected veterans. The contractor must ensure that applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the disabled veteran (e.g., providing Braille or large print versions of the notice, posting the notice for visual accessibility to persons in wheelchairs, providing the notice electronically or on computer disc, or other versions). With respect to employees who do not work at a physical location of the contractor, a contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the contractor provides computers that can access the electronic posting to such employees, or the contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the contractor to notify job applicants of their rights if the contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.
- k. The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of VEVRAA, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans.
- l. The contractor will include the provisions of this clause in every subcontract or purchase order of \$100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal

Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.

- m. The contractor must, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.

### **FAIR LABOR STANDARDS ACT**

Contractor must comply the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.) as now or hereafter amended, which regulates wage, hour and other employment practices that govern the use of funds provided and the employment of personnel under this contract. The Contractor will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act; the Texas Payday Law; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended.

### **OBLIGATION OF THE FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non- Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

### **NON-COLLUSION (The Sherman Act)**

Contractor must comply with the requirements of The Sherman Act, which prohibit collusion. Collusion occurs when two persons or representatives of an entity or organization make an agreement to deceive or mislead another. Such agreements are usually secretive and involve fraud or gaining an unfair advantage over a third party, competitors, consumers or others with whom they are negotiating. The collusion, therefore, makes the bargaining process inherently unfair. Collusion can involve promises of future benefits, price or wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties.

The Sherman Act prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony.

Contractor shall not in any way, directly or indirectly:

- a. Collude, conspire, or agree with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
- b. Pay or agree to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.



- c. Assemble in coordination with any other organization in an attempt to fix the price of the work.

Contractors are expected to report any suspected fraud, collusion, or impropriety from the inception of solicitation through the end of the contract term.

## **NON-SEGREGATED FACILITIES**

### **“Prohibition of Segregated Facilities”**

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

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

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

## **PARTICIPATION BY MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES (2 CFR 200.321)**

Contractor must comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Contractors must take all affirmative steps necessary to subcontract with Minority and Women- owned Business Enterprises (MWBES) to assure that MWBES are used when possible. These affirmative steps shall include:

- A. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;

- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE). Contractors who wish to check the status of a firm may visit <https://comptroller.texas.gov/purchasing/vendor/hub/>.

#### **POTENTIAL CONFLICTS OF INTEREST**

Pursuant to 2 CFR 200.112, Contractor must comply with conflicts-of-interest requirements contained in the final rule promulgated by Treasury in connection with the Act, as well as any other conflicts-of-interest requirements imposed by federal law or any conflicts-of-interest policies adopted by relevant federal agencies, including without limitation Treasury. Contractor must also comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the Conflict of Interest Questionnaire (provided by the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us)) must be filed with the records administrator of the local governmental entity not later than 5 p.m. on the 7th business day after the date the Contractor becomes aware of facts that require the statement to be filed.

This law requires persons desiring to do business with the County to disclose any gifts with an aggregate value in excess of \$100 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Harris County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

An outside consultant or contractor is prohibited from submitting a Statement of Qualifications for services on a Harris County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor.

If such a consultant or contractor submits a prohibited Statement of Qualifications, that response shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Harris County.

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

Contractor must comply with 31 U.S.C. Chapter 38, *Administrative Remedies for False Claims and Statements*, which shall apply to the activities and actions of the Contractor and its subcontractors pertaining to any matter resulting from the contract.

#### **WHISTLEBLOWER PROTECTION ACT**

Contractor, subcontractors, and employees working on this Project shall be subject 41 U.S.C. § 4712, which requires that an employee of a contractor, subcontractor, grantee, or sub grantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The Contractor shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

**EXHIBIT E**

**FEDERAL AWARD IDENTIFICATION**

(follows behind)

1. Subrecipient Name Harris County Department of Education
2. Subrecipient's Unique Entity Identifier UNGLC1KFXDS7
3. Federal Award Identification Number SLFRFP1966
4. Federal Award Date MARCH 19, 2021
5. Subaward Period Of Performance, Start Date and End Date April 25, 2023 – December 31, 2026
6. Subaward Budget Period Start Date And End Date April 25, 2023 – December 31, 2026
7. Amount of Federal Funds Obligated to the Subrecipient by the County \$7,100,000.00
8. Total Amount of Federal Funds Obligated to Subrecipient by the County, Including the Current Obligation \$7,100,000.00
9. Total Amount of the Federal Award Committed to the Subrecipient by the County \$7,100,000.00
10. Federal Award Project Description Harris County has received funds pursuant to the ARPA. The ARPA established the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) and Harris County received an allocation of funds from the SLFRF under Sections 602 and 603 of the Social Security Act, as added by section 9901 of the ARPA. Harris County has elected to distribute funding from the SLFRF to eligible subrecipients.
11. Name of Federal Awarding Agency Department of the Treasury  
 Name of Pass-Through Entity Harris County, Texas  
 Contact Information for Pass-Through Entity Leah Barton  
 1001 Preston, Suite 500  
 Houston, Texas 77002
12. Assistance Listing Number and Title 21.027; *Coronavirus State & Local Fiscal Recovery Funds (CSLFRF), Coronavirus State and Local Fiscal Recovery Fund (CSFRF) and Coronavirus Local Fiscal Recovery Fund*

*(CLFRF)*

13. Is the Award for Research & Development?

No

14. Indirect Cost Rate

The County will reimburse HCDE for indirect costs (IDC) at a rate of 10% of the Program Fund as outlined in the Budget.

**EXHIBIT F**

**Conflict of Interest Policy**

**(follows behind)**



**Certification for Contracts, Grants, Loans  
and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 any Federal grant or contract, the making of any Federal grant or contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any 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 contract, grant, loan, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 19th day of April, 2023.

By Dr. Jesus Amezcua  
Dr. Jesus Amezcua (Apr 19, 2023 22:33 CDT)  
(Signature)

Jesus Amezcua  
(Type or Print Name)

HCDE Asst. Superintendent of Business Services  
(Title)

Covered Action: Implementation and Administration of the County

Connections Youth Summer Program Initiative

**All Applicants**

The standards in 2 CFR 200, provide that no employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a **financial or other interest** in or a tangible personal benefit from the firm selection for an award or considered for a contract.

**IF NO CONFLICTS EXIST, COMPLETE THE FOLLOWING:**

- ☒ I certify that no conflict of interest exists between Harris County and  
Harris County Department of Education

(Name of Organization)

- ☐ I certify that no conflict of interest exists between the subcontractors of and  
(Name of Organization)

**IF THERE IS A CONFLICT, COMPLETE THE FOLLOWING:**

- ☐ I certify that a conflict of interest does exist between Harris County and  
Harris County Department of Education

(Name of Organization)

- ☐ I certify that a conflict of interest does exist between \_\_\_\_\_ and  
(Name of subcontractor)

(Name of Organization)

Describe the nature of the conflict of interest below: (Please identify the individual, employment, and the conflict or potential conflict [their affiliation with your organization]).

Signature of Authorized Agency Official Typed Name and Title

Dr. Jesus Amezcua  
Dr. Jesus Amezcua (Apr 19, 2011 12:31 CDT)

HCDE Asst. Superintendent Business Svcs.  
Harris County Department of Education

**EXHIBIT G**

**HCDE'S Proof of Insurance**

**(follows behind)**

Presented to Commissioners Court

April 25, 2023

Approve: G/B

**ORDER OF COMMISSIONERS COURT**  
**Authorizing Execution of an Interlocal Agreement**

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on April 25, 2023, with all members present except Judge Hidalgo

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT  
 BETWEEN HARRIS COUNTY AND THE HARRIS COUNTY DEPARTMENT OF  
 EDUCATION FOR THE IMPLEMENTATION AND ADMINISTRATION  
 OF THE COUNTY CONNECTIONS PROGRAM**

Commissioner Garcia introduced an order and made a motion that the same be adopted. Commissioner Briones seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
<del>Judge Lina Hidalgo</del>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Commissioner Ellis

~~The County Judge~~ thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

**IT IS ORDERED** that County Judge be, and is hereby, authorized to execute for and on behalf of Harris County, an Agreement with the Harris County Department of Education for Harris County to provide partial funding (on a dollar-for-dollar match basis) in an amount not to exceed Seven Million One Hundred Thousand and No/100 Dollars (\$7,100,000.00) comprising a program fund amount of up to Five Million Two Hundred Five Thousand and No/10 Dollars (\$5,205,000.00) and compensation to HCDE of up to One Million Eight Hundred Ninety-Five Thousand and No/100 Dollars (\$1,895,000.00) to HCDE to implement and administer the County Connections Program to help provide the youth of Harris County activities and opportunities with which to be actively involved during the summer of 2023 through the summer of 2026 by administering a funding initiative whereby qualifying local nonprofit organizations may be awarded funding from a Program Fund to assist with costs of their particular summer of 2023 through the summer of 2026 activities. The Agreement is incorporated herein as though fully set forth word for word.

Presented to Commissioners Court

April 25, 2023

Approve: G/B

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

**Regular Board Meeting****6. D. 2.****Meeting Date:** December 13, 2023**Title:** Schools Division Academic and Behavior School East/ Amendment and Annual Contracts FY24: Amendment- Channelview ISD (2), Annuals-Spring ISD (12)**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  
4. Provide cost savings by leveraging tax dollars**Additional Resource Personnel:** Jonathan Parker, Dr. Charles Ned, Dr. Jesus Amezcua, Dr. Edna Johnson**Facilities/Technology Approval Needed?:** None

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

**Ratification of Interlocal (revenue) contracts for FY 2024 in the aggregate amount of \$333,200 with ABS East and the following districts:** Amendment to the Annual Contract - Channelview ISD to decrease the aggregate amount from \$71,400 to \$47,600 (a decrease of \$23,800) for one (1) less unit for a total of two (2) units (in-county \$23,800 each); Spring ISD for twelve (12) in-county annual contracts in the amount of \$285,600 (\$23,800 each) for the contract period of 08/28/2023 through 06/03/2024.

**Subject:**

Ratification of Interlocal (revenue) contracts for **FY 2024 in the aggregate amount of \$333,200 with ABS East and the following districts:** Amendment to the Annual Contracts - Channelview ISD to decrease the aggregate amount from \$71,400 to \$47,600 (a decrease of \$23,800) for one (1) less unit for a total of two (2) units (in-county \$23,800 each); Spring ISD for twelve (12) in-county annual contracts in the amount of \$285,600 (\$23,800 each) for the contract period of 08/28/2023 through 06/03/2024.

**Rationale:**

Entity	Description	Contract Period	Total
Channelview ISD	Amendment to the Annual Contract (2) In-County (\$23,800)	08/28/2023 - 06/03/2024	\$47,600
Spring ISD	Annual Contract (12) In-County (\$23,800 each)	08/28/2023 - 06/03/2024	\$285,600
<b>Aggregate Amount</b>			<b>\$333,200</b>

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

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**Attachments**

FY24 ABSE-Amendment- Channelview ISD-2 \$47,600 BA12.13.23

FY24 ABSE Annual Contract-Spring ISD-12 \$285,600 BA12.13.23

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**Form Review****Inbox**Purchasing  
Purchasing Director  
Assistant Superintendent - Business  
Form Started By: Denise Alamos  
Final Approval Date: 11/30/2023**Reviewed By**Yaritza Roman  
Edna Johnson  
Jesus Amezcua**Date**11/28/2023 04:08 PM  
11/28/2023 04:25 PM  
11/30/2023  
Started On: 11/27/2023 10:54 AM

**INTERLOCAL CONTRACT  
AMENDMENT #1  
2023-2024 ANNUAL CONTRACT  
ABS EAST**

Amendment #1 is changing the Interlocal Contract between the Harris County Department of Education, ("HCDE") and **Channelview Independent School District ("CISD")** as stated below.

**Article 1 (Did Read)**

**Term.** This Contract is for the term of **August 28, 2023** through **June 3, 2024**. During said term, HCDE agrees to provide services described herein for **three (3) total: Adaptive Behavior Program/LIFE Skills Program** unit(s) to eligible student(s) with disabilities ("Student(s)") who are residents of the **CISD**.

**Article 1 (Now Reads)**

**Term.** This Contract is for the term of **August 28, 2023** through **June 3, 2024**. During said term, HCDE agrees to provide services described herein for **two (2) total: Adaptive Behavior Program/LIFE Skills Program** unit(s) to eligible student(s) with disabilities ("Student(s)") who are residents of the **CISD**.

**Article 9 (Did Read)**

**Invoices and Payment.** In consideration of the services provided herein, **CISD** agrees to pay HCDE a total amount of **\$71,400**. Total amount is calculated by multiplying the number of units times the annual **in county** tuition rate (**\$23,800**).

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

- 50% of annual total amount due will be invoiced in **September 2023**
- 50% of annual total amount due will be invoiced in **January 2024**

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

- \$6,000 in-county tuition rate times number of ESY students enrolled.
  - 100% of ESY total amount due will be invoiced in **July 2024**.
- a) In the event that **CISD** makes a payment to HCDE with a credit card, **CISD** 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) **CISD** 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.  
The source of funding for this contract will be from **CISD** \_\_\_\_\_ (federal, state or local) funds. The parents of the student(s) shall not be charged for the services contracted under this Contract..

**Article 9 (Now Reads)**

**Invoices and Payment.** In consideration of the services provided herein, **CISD** agrees to pay HCDE a total amount of **\$47,600**. Total amount is calculated by multiplying the number of units times the annual **in county** tuition rate (**\$23,800**).

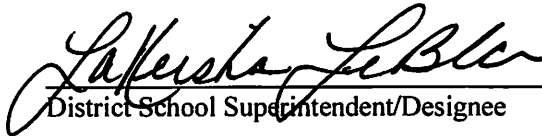
HCDE will invoice **CISD** and payment will be due immediately upon receipt of invoice. **CISD** agrees to pay HCDE in the following manner:

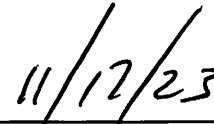
- 50% of annual total amount due will be invoiced in **September 2023**
- 50% of annual total amount due will be invoiced in **January 2024**

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

- \$6,000 in-county tuition rate times number of ESY students enrolled.
  - 100% of ESY total amount due will be invoiced in **July 2024**.
- d) In the event that **CISD** makes a payment to HCDE with a credit card, **CISD** 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).
- e) **CISD** may sell unused units to another district upon obtaining HCDE's prior written consent.
- f) Each Party paying for the performance of governmental functions and/or invoices must make those payments from current revenues available to the paying Party.  
The source of funding for this contract will be from **CISD** \_\_\_\_\_ (federal, state or local) funds. The parents of the student(s) shall not be charged for the services contracted under this Contract..

**Channelview Independent School District**

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

  
\_\_\_\_\_  
Date

**Harris County Department of Education**

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

\_\_\_\_\_  
Date

For HCDE Office use only: Revenue Account No. 19940060200132 57250000 **ABS EAST**





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

**2023-2024 ANNUAL CONTRACT**

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

- 1. Term.** This Contract is for the term of **August 28, 2023**, through **June 3, 2024**. During said term, HCDE agrees to provide services described herein for twelve (12) total: Adaptive Behavior Program/LIFE Skills Program unit(s) to eligible student(s) with disabilities ("Student(s)") who are residents of the **SISD**.
- 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 **SISD** with a monthly statement of student(s) attendance. HCDE agrees to furnish **SISD** with documentation of restraints within two (2) HCDE school days. HCDE will provide documentation of restraint procedures upon request by **SISD**.
  - 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 **SISD** have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by the **SISD**.
- 3. SISD's Responsibilities.**
  - a) **SISD** 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 **SISD** and HCDE.
  - b) **SISD** 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. **SISD** agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) that may be requested from or obtained by **SISD** during the term of this Contract. **SISD** shall provide copies of additional records, including **SISD** Records, as reasonably requested by HCDE.
  - c) **SISD** retains the responsibility to report **SISD** 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 **SISD** expressly agree that: (1) the services/functions to be provided by HCDE are services/functions for which **SISD** would otherwise use its own employees; (2) both Parties have been determined to meet the criteria set forth in **SISD**’s annual notification of FERPA rights for being school officials with legitimate educational interests in the Student Records; (3) **SISD** is under HCDE’s direct control with respect to **SISD**’s access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; (4) HCDE is under **SISD**’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 **SISD** and recommended for services as described herein. The ARD Committee of **SISD** has affirmed the classification and approved the recommendation of such contracted services.
- b) HCDE will be available for participation with the **SISD** ARD Committee in the development of the Individualized Education Plan (IEP). HCDE will update the **SISD** on the implementation of the IEP at least once per semester. A member of the **SISD** 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) **SISD** agrees to invite an HCDE representative as a non-consensus member to any **SISD** ARD Committee meeting for **SISD** 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 **SISD** and are considered students of **SISD** for all purposes. **SISD** 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 **SISD** student is provided a free appropriate public education ("FAPE") while receiving services from HCDE. **SISD** 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 **SISD** student placed at HCDE, **SISD** recognizes and acknowledges that HCDE is not the LEA or Recipient for the **SISD** student and is in no way liable to the student, parent, or **SISD** under the IDEA, Section 504, or other applicable law.

9. **Invoices and Payment.** In consideration of the services provided herein, **SISD** agrees to pay HCDE a total amount of **\$285,600**. Total amount is calculated by multiplying the number of units times the annual in-county tuition rate (\$23,800).

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

- 50% of annual total amount due will be invoiced in **September 2023**
- 50% of annual total amount due will be invoiced in **January 2024**

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

- \$6,000 in-county tuition rate times number of ESY students enrolled.
  - 100% of ESY total amount due will be invoiced in **July 2024**.
- a) In the event that **SISD** makes a payment to HCDE with a credit card, **SISD** 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) **SISD** 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 **SISD Federal** (federal, state or local) funds. The parents of the student(s) shall not be charged for the services contracted under this Contract.

10. **SISD Liaison.** **SISD** shall appoint a qualified liaison to communicate on behalf of **SISD** 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 **SISD** 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 **SISD** 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 **SISD**. If HCDE exercises such termination right, HCDE shall have no obligation to refund to **SISD** 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 **SISD**. All Student Records maintained by HCDE during the duration of providing services to the student will be provided to **SISD** within ten (10) business days following the date of termination or expiration, at the written request of **SISD**.

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. **SISD** 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

**SISD**

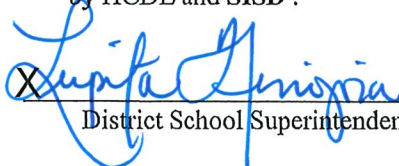
Attention: Dr. Lupita Hinojosa, Superintendent of Schools  
16717 Ella Blvd.  
Houston, Texas 77090

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. **SISD** 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. **SISD** agrees that HCDE has no responsibility for any conduct of **SISD** or **SISD'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 **SISD** 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 **SISD**.

 Dr. Lupita Hinojosa, Ed.D.,  
Superintendent of Schools  
District School Superintendent/Designee

\* Sept. 22, 2023  
Date

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

\_\_\_\_\_  
Date

For HCDE Office use only: Revenue Account No. 19940060200132 57250000 **ABS East**



# Spring Independent School District Family Educational Rights and Privacy Act (FERPA) Data Sharing Agreement

## Section 1.0 Parties

This Data Sharing Agreement ("Agreement") for the HCDE Fortis is entered into by and between Spring Independent School District ("the District") and Harris County Department of Education. At times, the District and HCDE Fortis are referred to singularly as "Party" and collectively as "Parties."

The Contact Information for Spring Independent School District is:

Dr. Thelissa Edwards \_\_\_\_\_ (Name)

Executive Director of Special Education \_\_\_\_\_ (Title)

(281)891-6275 \_\_\_\_\_ (Phone)

Tedwar5@springisd.org \_\_\_\_\_ (Email)

The Contact Information for Harris County Department of Education is:

James Colbert \_\_\_\_\_ (Name) Jesus Amezcua for James Colbert Jr.  
Jesus Amezcua for James Colbert Jr. (Sep 11, 2023 20:51 CDT)

County School Superintendent \_\_\_\_\_ (Title) Asst Supt for Business

(713)696-8218 \_\_\_\_\_ (Phone)

Dalamos@hcde-texas.org \_\_\_\_\_ (Email) jamezcua@hcde-texas.org

## Section 2.0 Term of Agreement

The term of this Agreement begins upon execution by the last party to sign and ends on June 3, 2024, unless terminated earlier by the Parties. The Parties may extend the term of this Agreement by an amendment signed by the Parties.

## Section 3.0 Background and Purpose

The purpose of this Agreement is to document the rights and obligations of the Parties pursuant to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g and its implementing regulations, 34 C.F.R. Part 99, in order to protect the privacy of students' education records and afford parents and eligible students (i.e., students who are 18 years of age or older or attend an institution of postsecondary education) the right to access student records.

#### **Section 4.0 Data**

For the purpose of this Agreement, the definitions of “directory information,” “education records,” and “personally identifiable information” are set out in 34 C.F.R. § 99.3. The Parties agree and represent that the information shared under this Agreement is narrowly tailored to meet the applicable exceptions set out in Section 5.03, below. The Parties agree that Spring Independent School District will share the following data with Harris County Department of Education:

Describe Data to be Shared with contractor, in detail:

Information contained in student education records, including evaluations, ARD minutes, IEP, FIE, and coursework.

*(the rest of this page is left intentionally blank)*

**Section 5.0: Applicable FERPA  
Provisions**

**5.01    The District obtained written consent to transfer student records to Harris County Department of Education:**

☒ **Yes (check box in pdf form)**

☐ **No**

1. If yes, please indicate the secured file location or link to forms: Service Management. If yes, no exception is required under this Agreement.
2. If no, proceed to Section 5.02, and cross out Section 5.01.

**5.02    Omitted.**

**5.03    Omitted.**

**Section 6.0    Documentation for applicable exceptions**

**6.01    Omitted.**

**6.02    Omitted.**

**6.03    Omitted.**

**Section 7.0    FERPA Confidentiality and Data Governance Provisions**

The Parties agree to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and the implementing federal regulations, 34 C.F.R. Part 99. Each Party agrees to protect with reasonable data security procedures any confidential student information it receives or accesses that could make a student's identity traceable. Each Party agrees that the data shall be treated as FERPA-confidential and in accordance with this Agreement regardless of which Party possesses the data.

**7.01    Omitted.**

**7.02    Ownership:**

The following provision governing ownership of PII and data apply under the Agreement: all personally identifiable information and student information belongs to Spring ISD.

**7.03    Destruction:**



- (a) Harris County Department of Education must return, destroy, or obliterate all education records obtained under this Agreement not later than Sept. 15, 2024 after the earlier of completion of the study or the end of the duration of the study authorized in this Agreement in Section 6.01. This term may be amended only by a written Agreement that otherwise complies with 20 U.S.C. § 1232g and its implementing regulations in 34 C.F.R. Part 99.
- (b) Notwithstanding any other term of this or any other Agreement, the District retains the right to terminate Harris County Department of Education's access to education records or derivative PII without advance notice as necessary to ensure the security of PII and disclosure of PII in compliance with this Agreement.
- (c) Upon completion of the return, destruction, or obliteration of the applicable education records and PII, the Data Compliance Official and Data Custodian listed in Section 12.0, shall provide to the District a written, sworn verification of the return, destruction, or obliteration of the data.

**7.04** Omitted.

**7.05** Omitted.

#### **Section 8.0 General Terms Applicable to All Access**

- (a) The Parties each individually and collectively represent that under all terms of this Agreement the disclosure of education records is for an education purpose and the access is narrowly tailored to permit disclosure of PII and education records only as essential to carry out the terms of the audit, evaluation, study, project, or program.
- (b) Harris County Department of Education agrees that it and its employees and authorized representatives who access information pursuant to this Agreement will use the information only for the purpose(s) expressly authorized under this Agreement and shall not use or disclose the information for any other purpose except by written amendment to this Agreement. This Agreement further expressly prohibits "unauthorized look-ups."
- (c) The Parties each individually and collectively represent that Harris County Department of Education will allow access to PII only to those individuals employed by Harris County Department of Education with a need to know.
- (d) Harris County Department of Education represents that it will ensure that each individual who is able to access PII is expressly informed of the limitations on the right to access and use the PII. Harris County Department of Education represents

that it will immediately terminate access to PII and has the right to discipline any authorized representative who fails to comply with this Agreement or otherwise violates FERPA.

- (e) Harris County Department of Education represents that it will not redisclose any data or PII governed by this Agreement without express permission from the District.
- (f) The District has verified that Harris County Department of Education has a sound data security program, one that protects both data at rest and data in transmission. Omitted.
- (g) The District has taken reasonable efforts to confirm that Harris County Department of Education's employees have been trained to properly handle education records and PII in accordance with this Agreement and FERPA.
- (h) To the maximum extent provided by law, the District expressly retains the right to audit Harris County Department of Education's compliance with the Agreement, including obtaining copies of documents from Harris County Department of Education that demonstrate whether Harris County Department of Education has breached this Agreement.

#### **Section 9.0 Breach**

Any breach of this Agreement leading to unlawful disclosure of education records or PII that is covered under 20 U.S.C. § 1232g and its implementing regulations in 34 C.F.R. Part 99 constitutes a material breach of this Agreement and constitutes cause for immediate termination by the District.

#### **Section 10.0 Termination**

Either party may terminate this Agreement without cause upon fifteen (15)-days written notice. Any unlawful disclosure of information covered by the Agreement, including by data security incident or breach, shall constitute a breach of this Agreement and cause for any party to immediately terminate the Agreement, as set out in Section 9.0. Any duty of confidentiality as to FERPA-protected information at any time subject to the Agreement shall survive this Agreement notwithstanding termination of this Agreement.

#### **Section 11.0 Amendment**

This Agreement may be modified only by written amendment executed by the Parties hereto. No amendment shall be effective except upon final signature of all parties. This Agreement, and executed amendments hereto, constitutes the final and exclusive agreement of the Parties.

#### **Section 12.0 Role of the Parties**

The District designates the following individual as the Point of Contact for Compliance and receipt of notification under this Agreement:

Name: Dr. Thelissa Edwards\_\_\_\_\_

Title: Executive Director of Special Education\_\_\_\_\_

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

Harris County Department of Education designates the following individual as the Data Compliance Official and Data Custodian for the purpose of this Agreement:

Name: Timothy Mullican\_\_\_\_\_

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

Signature: \_\_\_\_\_  
Timothy Mullican (Sep 11, 2023 10:36 CDT)

### **Section 13.0 Signatures**

By signature hereon, the individuals below represent and warrant that they are duly authorized representatives of the Parties and have the authority to bind the Parties in this Agreement.

#### **Spring Independent School District**

Name: Dr. Lupita Hinojosa, Ed.D.

Title: Superintendent

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

Date: 9.22-23

#### **Harris County Department of Education**

Name: Jesus Amezcua for James Colbert Jr.

Title: Asst Supt for Business

Signature: Jesus Amezcua for James Colbert Jr.\_\_\_\_\_  
Jesus Amezcua for James Colbert Jr. (Sep 11, 2023 20:51 CDT)

**Regular Board Meeting****6. D. 3.****Meeting Date:** December 13, 2023**Title:** CASE for Kids Partnership grant for FY 2024 Interlocal Agreement with Houston Independent School District**Submitted For:** Lisa Caruthers, Case for Kids**Submitted By:** Kimberlee Flowers**Recommended Action:** Approve**HCDE Goal(s):** 3. Advocate for learners through innovation**Additional Resource Personnel:** Danielle Bartz, Dr. Lisa Caruthers, Dr. Jesus Amezcua, Dr. Edna Johnson, and Inga Ash**Facilities/Technology Approval Needed?:** None

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

**Ratification of the Interlocal (expenditure) contract for the FY 2024 CASE for Kids Partnership grant for the period of 10/01/2023 through 07/31/2024 in the aggregate amount of \$249,304 with the following entity:** Houston Independent School District to serve 885 students in the amount of \$249,304.

**Subject:**

CASE for Kids Partnership grant for FY 2024 Interlocal with Houston Independent School District.

**Rationale:**

The CASE for Kids Partnership Project invests in comprehensive after-school programs that promote social and emotional learning skills (SEL), increased support of numeracy and literacy development for economically disadvantaged students between the ages of 4 and 12 or up to the age of 19 with a documented disability. The CASE Partnership Project is the result of collaboration between HCDE, the Houston-Galveston Area Council (H-GAC), the Texas Workforce Commission (TWC) and awarded sites. HCDE commits local funds to supplement comprehensive after-school programming, HCDE and site match dollars activate a commitment of federal childcare funds for quality improvement for school-age youth through TWC. This allows HCDE to provide a variety of resources to selected sites such as: site visits, training, and access to curriculum and materials through a free lending library. The following school district and schools are original recipients of the Partnership Project grant for the 2023-2024 school year: Alief Independent School District: Benbrook Elementary \$30,000 to serve 80 students, Briscoe Elementary \$10,000 to serve 40 students, Burnet Elementary \$37,000 to serve 100, Fondren Elementary \$40,000 to serve 60 students, Gallegos Elementary \$15,652 to serve 100 students, JP Henderson \$36,000 to serve 120 students, Lockhart Elementary \$40,000 to serve 85 students, Lyons Elementary \$15,652 to serve 200 students, and Tijerina Elementary \$25,000 to serve 100 students for a total of \$249,304 serving 885 students.

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**Fiscal Impact****Attachments**

HISD Partnership

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**Form Review**

Inbox

Reviewed By

Date

CASE  
Purchasing  
Purchasing Director  
Assistant Superintendent - Business  
Form Started By: Kimberlee Flowers  
Final Approval Date: 11/30/2023

Lisa Caruthers  
Yaritza Roman  
Edna Johnson  
Jesus Amezcua

11/21/2023 09:30 AM  
11/28/2023 01:58 PM  
11/28/2023 03:04 PM  
11/30/2023  
Started On: 11/20/2023 08:34 PM

**INTERLOCAL AGREEMENT**  
**BETWEEN**  
**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**AND**  
**HOUSTON INDEPENDENT SCHOOL DISTRICT**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Agreement (“Agreement”) is entered into by and between Harris County Department of Education (“HCDE”) and Houston Independent School District (“District”) for the purpose of providing after-school educational program(s).

**I. PURPOSE**

The District agrees to provide an after-school program(s), which must include activities to support language literacy and numeracy development and promote social and emotional learning skills (SEL) during out-of-school time hours ("after-school program(s)") to students four to twelve years of age or up to the age of 19 with a documented disability. Students meeting these age requirements are referred to herein as “eligible students.”

**II. TERM**

This Agreement shall be for the period beginning October 1, 2023 and ending July 31, 2024 and is subject to the receipt of sufficient funds from HCDE.

**III. AFTER-SCHOOL PROGRAM DESCRIPTION AND REQUIREMENTS**

A. The District agrees to provide after-school program(s) to eligible students in accordance with all applicable local, state, and federal laws and regulations, including, without limitation, those promulgated by the Texas Workforce Commission (“TWC”) and/or Gulf Coast Local Workforce Board. The District agrees to abide by all of the policies and procedures in the Center for Afterschool, Summer, and Enrichment (CASE for Kids) Manual, which is incorporated by reference into this Agreement. The District agrees to abide by all of the guidelines developed by HCDE in furtherance of this Agreement.

The District agrees to provide facilities and personnel necessary to provide quality improvement activities in the after-school program(s) to eligible students. The District will provide the afterschool program(s) at the following school(s) under RFP# 23/021EJ: **Benbrook Elementary, Briscoe Elementary, Burnet Elementary, Fondren Elementary, Gallegos Elementary, JP Henderson Elementary, Lockhart Elementary, Lyons Elementary, Tijerina Elementary**. Activities in the after-school program(s) will adhere to those approved and agreed upon in the District’s application form filed with HCDE.

B. The District will serve the number of students and operate the number of weeks, days and hours as outlined in the application filed with HCDE. The District agrees to inform HCDE of any changes in the hours of the after-school program(s), the ages of children served, holidays, the name of the contact person, or any other changes to the after-school program(s) at least three weeks prior to any changes through appropriate amendment forms.

C. The District agrees to ensure that each program designates a program liaison, that program staff participate in an afterschool program self-assessment process using a CASE for Kids provided tool and that designated afterschool site staff attend CASE for Kids' Project meetings and a minimum of two (2) CASE sponsored or approved trainings per semester for a total of no less than four (4) CASE sponsored or approved trainings per school year.

D. The District agrees to incorporate specific curriculum and field experiences provided by CASE for Kids into the afterschool program.

E. The District agrees to affirm enrollment of students and provision of services by completing a CASE for Kids registration form for each child enrolled in the after-school program.

F. The District agrees to track and maintain daily attendance records for students enrolled in programs. These records must be submitted to Center for Afterschool, Summer and Enrichment (CASE for Kids) on by the 3<sup>rd</sup> of each month, utilizing the tracking system provided by Center for Afterschool, Summer and Enrichment.

F. The District agrees to expend funds received from HCDE to support language literacy and numeracy development within existing comprehensive after-school program(s). Expenditures must result from activities allowable under applicable TWC rules, including TWC rule § 809.16. The District agrees to submit quarterly certification of total expenditures for such after-school program(s), certifying that (a) expenditures have resulted from activities allowable under applicable TWC rules, including TWC rule § 809.16, and (b) expenditures funded through district funds have been expended for service delivery to eligible students in the afterschool program. The District agrees to provide this certification on the form attached hereto as Exhibit E. The District shall maintain its records and accounts in a manner that shall assure a full accounting of all expenditures paid for with both funds received from HCDE and local site matching funds relating to this Agreement. The District agrees to provide at minimum 75% cash match to the total amount of funding. The District may use parent fees, local tax dollars, and federal grant funds, excepting Title 1 funds, as its local site matching funds for the after-school program(s) operated in accordance with this Agreement. The District agrees to submit a monthly itemized report of all expenditures for the after-school program(s) funded by local site matching funds. The District agrees to provide this itemized expenditure report on the form attached hereto as Exhibit F. The District agrees to submit Exhibits E and F to HCDE by the 15<sup>th</sup> day of each month. The District's records and accounts shall also be retained by the District and made available for audit by HCDE, the Texas Workforce Commission, Gulf Coast Local Workforce Board, and/or representative(s) of those entities for a period of not less than three (3) years after the expiration or termination of this Agreement. If an audit has been announced, the District shall retain its records and accounts until such audit has been completed.

G. The District further agrees that it will comply with all terms and conditions of the U.S. Department of Health and Human Services Child Care and Development Fund grant/contract

awarded to HCDE, passed through the Texas Workforce Commission/Gulf Coast Workforce Solutions Board, including all applicable laws, rules, and regulations that govern the award/contract and administration of the grant/contract. Those regulations include, but are not limited to, applicable regulations pertaining to reporting, regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Contract, and regulations pertaining to copyrights and rights in data. The District certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances in the attached certifications, which are incorporated herein by reference.

H. The District acknowledges and agrees that it is solely responsible for all costs, wages, expenses, and fees associated with or arising from the operation of its after-school program(s).

I. The District agrees to cooperate with evaluation of the after-school program(s) by providing such records as STAAR scores, grades, regular school day attendance, and conduct, for eligible students in the after-school program(s) to HCDE, as well as survey results, within a reasonable time after a request by HCDE.

J. The District may use the funds from HCDE to enhance existing after-school program(s), but the payments from HCDE should not replace funding for an existing after-school program(s).

K. The District agrees to obtain and assess criminal history record information for each employee, contractor, or volunteer used in the after-school program(s) and to use only those persons fit to work with students. Noncompliance or misrepresentation regarding these certifications may be grounds for termination of this Agreement.

L. The District will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), The Americans with Disabilities Act of 1990 (Public Law 101-336), The Health and Safety Code Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In addition, the District agrees to comply with Title 40, Chapter 73, of the Texas Administrative Code. These provide in part that no persons in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

M. The District will not discriminate against children with disabilities. The District will also not discriminate against children with AIDS. The District will comply with the Health and Safety Code Section 85.113 by adopting and implementing HIV/AIDS workplace guidelines for employees and clients; by providing educational programs for employees and clients; and, by developing and implementing guidelines regarding confidentiality of HIV/AIDS related medical information for employees and clients served.

N. The District will comply with the requirements of The Immigration Reform and Control Act of 1986 regarding employment verification forms for any individuals hired on or after November 6, 1987, who will perform any labor or services under this agreement.



O. The District further agrees that it will comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protections Agency regulations (40 CFR part 15), and 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 (Pub. L. 94-163, 89 Stat. 871).

P. The District agrees that the certifications and agreements included in the HCDE Vendor Certification Forms, attached hereto as Exhibit G and incorporated by reference in the agreement for all purposes, is true and correct.

#### **IV. COMPENSATION AND FUNDING**

Subject to the following paragraph, HCDE will reimburse sites up to the individual grant award amount based on expenditures for activities to support language literacy, and social emotional learning within existing comprehensive after-school program(s). District agrees to provide at a minimum 75% cash match to the total amount of HCDE funding. Certification and itemization of expenditures must be received by HCDE in accordance with Section III (E) and (F) in order to receive award funds for the entire project period. Allowable match funds include parent fees, local tax dollars, foundation/grant funds and Federal funds excluding Title 1. All matching contributions using federal funds require prior review and approval of the source.

<b>Benbrook Elementary</b>	<b>\$30,000</b>
<b>Briscoe Elementary</b>	<b>\$10,000</b>
<b>Burnet Elementary</b>	<b>\$37,000</b>
<b>Fondren Elementary</b>	<b>\$40,000</b>
<b>Gallegos Elementary</b>	<b>\$15,652</b>
<b>JP Henderson Elementary</b>	<b>\$36,000</b>
<b>Lockhart Elementary</b>	<b>\$40,000</b>
<b>Lyons Elementary</b>	<b>\$15,652</b>
<b>Tijerina Elementary</b>	<b>\$25,000</b>

HCDE will pay the District upon receipt of sufficient funds. The District waives any statutory right to interest the District may have under Chapter 2251 of the Texas Government Code.

In addition to the certification and itemization of expenditure reports required by Section III(F), the District shall also submit monthly invoices by the 15th of each month to HCDE. If HCDE determines, in its sole discretion, that any site of the District is out of compliance, HCDE may withhold funding for the month(s) that the site is out of compliance. For purposes of withholding funding, "out of compliance" means that the site is (1) not serving the required number of eligible students; (2) not operating the required number of weeks, days, or hours; (3) not providing sufficient language literacy and numeracy development activities in the after-school program; or (4) not complying with any provision of this Agreement or applicable law, rule, regulation, policy, or procedure. Additionally, if HCDE, TWC, or any other governing entity determines that the District's certification or itemization of expenditure reports are disallowed and HCDE must return funds to TWC or any other governing entity, the District shall reimburse/refund HCDE for the total amount of such funds.

Notwithstanding anything to the contrary in this Agreement, HCDE's obligation to pay as stated above is expressly contingent upon HCDE receiving local, state, and/or federal funds, if any, ("funds") designated for child care services that are sufficient to satisfy all obligations to other Districts with which HCDE contracts to provide after-school programs. In the event HCDE does not receive those funds or sufficient funds, HCDE may terminate this Agreement and will not be responsible for paying the District the amount specified above or for any of the costs of the afterschool program(s) provided by the District.

## **V. PIGGYBACKING ON HCDE-PROCURED CONTRACTS**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, the District may, in its discretion, enter into separate and independent contracts with CASE for Kids Afterschool and Summer Direct Service Providers, procured by HCDE in accordance with Section 44.031 of the Texas Education Code, that employ the same negotiated terms and conditions contained in an existing contract(s) between HCDE and the Direct Service Provider.

If the District elects to piggyback off of one of HCDE's contracts with CASE for Kids Afterschool and Summer Direct Service Providers, the District shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to the District for use of HCDE contracts with Direct Service Providers. The District shall make payments directly to vendors/Direct Service Providers. The District shall be responsible for ordering, inspecting, and accepting the goods and services purchased by utilizing one of HCDE's contracts with Direct Service Providers. The District 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 the District and the vendor. HCDE is not responsible or liable for the performance of any vendor used by the District as a result of this Agreement or the District's piggybacking off of one of HCDE's contracts with Direct Service Providers.

## **VI. RELATIONSHIP**

It is understood and agreed that the District is an independent contractor. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between HCDE and any employee or agent of the District. The Agreement does not create a joint venture or business partnership under Texas law.

The District is solely responsible for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), insurance, worker's compensation, disability benefits and like requirements and obligations of District employees, agents, volunteers, and representatives. The District agrees that HCDE has no responsibility for any conduct of any District employee, agent, volunteer, or representative.

## **VII. STUDENT RECORDS**

To the extent that HCDE will come into possession of the District's student records and information, and to the extent that HCDE will be involved in the survey, analysis, or evaluation of students, incidental to this Agreement, HCDE agrees to comply with all applicable requirements of the Family Educational Rights and Privacy Act. In the event that the District or HCDE is in possession or custody of recorded information of the other party that is the subject of the Texas Public Information Act, the recorded information will be promptly provided to the other party upon request in the event the District or HCDE is obligated to disclose such information pursuant to the Public Information Act.

## **VIII. TERMINATION**

This Agreement may be terminated by either party without cause with thirty (30) days advance written notice. HCDE may by written notice at any time, terminate this Agreement if the District fails to comply with any provision of this Agreement. HCDE may also terminate this Agreement as provided in Section IV.

## **IX. LOCAL FUNDS**

Any local funds expended will be from current revenues available to the paying party.

## **X. AUTHORIZATION**

Each party acknowledges that this Agreement has been authorized by the governing body of each party to the Agreement.

## **XI. 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 shall be sufficient if made or addressed as follows:

Harris County Department of Education Attention:  
Mr. James Colbert, Jr.  
County School Superintendent  
6300 Irvington Blvd.  
Houston, Texas 77022

Houston Independent School District  
Attention: F. Mike Miles  
Superintendent of Schools  
4400 West 18<sup>th</sup> St.  
Houston, Texas 77092

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.

## **XII. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

## **XIII. VENUE**

The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Harris County, Texas.

## **XIV. ENTIRE AGREEMENT**

This Agreement, the RFP solicitation issued by HCDE, and the District's proposal/application submitted in response to HCDE's RFP solicitation, and the attached and incorporated addendum or exhibits, if any, 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 RFP solicitation issued by HCDE or the District's proposal/application submitted in response to HCDE's RFP solicitation, this Agreement shall control. In the event of a conflict between the RFP solicitation issued by HCDE and the District's proposal/application submitted in response to HCDE's RFP solicitation, HCDE's RFP solicitation shall control.

## **XV. AMENDMENT**

This Agreement may be amended only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this Agreement.

## **XVI. ASSIGNMENT**

Neither this Agreement nor any duties or obligations under it shall be assignable by the District without the prior written acknowledgment and authorization of HCDE.

## **XVII. DEBARMENT AND SUSPENSION**

Pursuant to 7 C.F.R. 3017, during any period in which a person is suspended, debarred, proposed for debarment, ineligible, or voluntarily excluded from eligibility for covered transactions by any Federal department or agency, that person shall be excluded from any and all work hereunder that is considered a covered transaction including, but not limited to, participation in any HCDE Program or purchase of any goods or services from HCDE. Generally, work that is expected to equal or exceed the Federal procurement small purchase threshold as defined in 7 C.F.R. 3017.110 (currently \$100,000) is considered a covered transaction. With respect to work hereunder that is considered a covered transaction, the District agrees to comply with any and all requirements of 7 C.F.R. 3017 including, but not limited to, obtaining and/or providing the certification and providing immediate written notice upon discovery of any errors in a certification previously obtained and/or provided, as necessary for such compliance. The District acknowledges that, with respect to debarment and suspension, Federal law may impose additional, more specific, and/or more restrictive requirements for certain work hereunder that is considered a covered transaction; the District agrees to comply with any and all such requirements.

## **XVIII. CONFLICT OF INTEREST**

HCDE is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. A conflict of interest exists in the following situations:

- 1) If the vendor has an employment or other business relationship with a local government officer of HCDE or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
- 2) If the vendor has given a local government officer of HCDE, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
- 3) If the vendor has a family relationship with a local government officer of HCDE.

## **XIX. 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.

## **XX. BENEFIT FOR SIGNATORY PARTIES ONLY**

Neither this Agreement, 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 hereto.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ of the year 2023.

Harris County Department of Education

Houston Independent School District

Mr. James Colbert, Jr. Date  
County School Superintendent

F. Mike Miles  
Superintendent of Schools

Date \_\_\_\_\_

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

**FORM CIQ**

**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).

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.

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

**OFFICE USE ONLY**

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 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.**

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?

☐ Yes

☐ No

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?

☐ Yes

☐ No

**5 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.**

**6** ☐ 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).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## Exhibit E



**Harris County Department of Education  
CASE for Kids  
Partnership Project  
Expenditure Report & Certification Match Monthly Report**



NAME OF DISTRICT	NAME OF SCHOOL

CONTACT	TELEPHONE

SECTION I	List Certification/Match Source
Month/Year	

SECTION II - REPORT OF EXPENDITURES FOR PERIOD	(A) Monthly Expenditures	YTD Expenditures	(B) Monthly Certification	YTD Certification
Personnel	(*) \$ -	\$ -	\$ -	\$ -
Contracted Services	(*) \$ -	\$ -	\$ -	\$ -
Supplies and Materials	(*) \$ -	\$ -	\$ -	\$ -
Travel	(*) \$ -	\$ -	\$ -	\$ -
Other Operating Costs	(*) \$ -	\$ -	\$ -	\$ -
Capital Outlay	(*) \$ -	\$ -	\$ -	\$ -
<b>Net Expenditures This Reporting Period</b>	<b>(=) \$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

SECTION III - REIMBURSEMENT SUMMARY			
Total Grant Award Amount	(*)	\$	17,000.00
Expenditures YTD	(-)	\$	-
<b>Unexpended Balance of Award</b>	<b>(=)</b>	<b>\$</b>	<b>17,000.00</b>

<b>CERTIFICATION:</b> I hereby certify that this report consisting of Sections I, II, and III is true and correct and that funds have been expended according to the approved interlocal agreement.		
Site Coordinator	Signature	Date
Site Principal/Director	Signature	Date
District/Organization Office Representative	Signature	Date
District/Organization Grant Accountant	Signature	Date
<b>For CASE for Kids USE ONLY</b>		
CASE for Kids Accountant	Signature	Date
Fadi Khirieh		
CASE for Kids Program Coordinator	Signature	Date
Brandi Nichols		
CASE for Kids Budget Manager	Signature	Date
Jesselyn Arceneaux		



## Exhibit F

### Harris County Department of Education Partnership Project Requirement Match Certification

Agencies must certify that funds received through the CASE Partnership Project Quality Improvement program have been expended in accordance with the current Interlocal Agreement and all applicable local, state, and federal laws and regulations, including, without limitation, those promulgated by HCDE, the Texas Workforce Commission ("TWC"), and the Gulf Coast Local Workforce Board. This report certifies that (a) expenditures have resulted from activities allowable under applicable TWC rules, including TWC rule 809.16, and (b) funds received from HCDE have been expended for (1) quality improvement activities in the after-school program(s); and (2) service delivery, including language literacy and numeracy development.

<b>Listed Below and Submitted Through:</b>	
Organization: Harris County of Education (HCDE) HCDE Address: 6300 Irvington Blvd. Houston, TX 77018	HCDE Contact: Brandi Nichols Phone #: 713-696-2128
<b>Partnership Site Information:</b>	
District/Site: _____ Address: _____ State/Zipcode: _____	Contact: _____ Contact Phone #: _____

<b>Date:</b>	<b>Organization Tax ID #</b>

	Month Period	Expenditures
1	October	
2	November	
3	December	
4	January	
5	February	
6	March	
7	April	
8	May	
9	June	
10	July	
11	August	
Year to Date Certification		\$0.00

\* Type of Pledge: ( C ) Certification

Certification of Child Care Expenditures									
Certified Local Share:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Quality Improvement</td> <td style="width: 50%;"></td> </tr> <tr> <td>Agreed Match Amount</td> <td></td> </tr> <tr> <td>Remaining Balance</td> <td style="text-align: right;">\$0.00</td> </tr> </table>	Quality Improvement		Agreed Match Amount		Remaining Balance	\$0.00	40 TAC §809.16  Certification Time Period: <div style="border: 1px solid black; padding: 2px; width: fit-content; margin: 0 auto;">00/00/0000-00/00/0000</div>	
Quality Improvement									
Agreed Match Amount									
Remaining Balance	\$0.00								
<p>The certified expenditures are to be used as state matching funds to draw available federal matching funds as authorized in the Child Care and Development Fund (CCDF) regulations at Title 45 CFR §98.53. By signing below, the public entity named above certifies that the funds specified above:</p> <ol style="list-style-type: none"> <li>1. are not federal funds, or are federal funds authorized by federal law to be used to match other federal funds;</li> <li>2. are not used to match other federal funds;</li> <li>3. represent expenditures eligible for federal match; and</li> <li>4. do not represent expenditures for public prekindergarten programs as referenced in Title 45 CFR §98.53(h) of CCDF regulations.</li> </ol>									
_____ Signature - Authorized District/Organization Administrator		_____ Date							
_____ Printed Name - Authorized District/Organization Administrator		_____ Title							
<b>Send the signed certification form and back-up documentation to:</b>									
Harris County Department of Education c/o CASE for Kids 6300 Irvington Blvd. Houston, TX 77018									

## Regular Board Meeting

6. D. 4.

**Meeting Date:** December 13, 2023

**Title:** Ratification CASE for Kids 21st Century Community Learning Center(s) Cycle 12, Year 1 grant for FY 2024 Interlocal with Houston Independent School District

**Submitted For:** Lisa Caruthers, Case for Kids

**Submitted By:** Kimberlee Flowers

**Additional Resource Personnel:** Danielle Bartz, Dr. Lisa Caruthers,

Dr. Jesus Amezcua, Dr. Edna Johnson, and Inga Ash

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### Information

#### Posted Agenda Item:

**Ratification of the Interlocal (expenditure) contract for FY 2024 CASE for Kids Nita M. Lowey 21st Century Community Learning Center(s) Cycle 12, Year 1 grant for the period 08/01/2023 - 07/31/2024 in the amount of \$187,200** with the following entity: Houston Independent School District (150 students served).

#### Subject:

Ratification CASE for Kids 21st Century Community Learning Center(s) Cycle 12, Year 1 grant for FY 2024 Interlocal with Houston Independent School District

#### Rationale:

The Texas Education Agency has granted funds for **year one** of a five-year 21st Century Community Learning Centers grant. These funds must be used to implement the five core components of the grant: (1) improve academic performance; (2) improve behavioral outcomes; (3) increase college and career readiness; (4) foster youth leadership; and (5) promote parent involvement. The purpose of this grant is to provide a Texas Education Agency 21st Century Community Learning Center comprehensive after-school program at the following schools in the following school district: Crespo Elementary School in Houston ISD for the amount of \$93,600 to serve 75 students and Kelso Elementary School in Houston ISD in the amount of \$93,600 to serve 75 students. Grant for the period **08/01/2023 - 07/31/2024**.

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### Attachments

CY12 HISD Interlocal

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#### Form Review

##### Inbox

CASE

Purchasing

Purchasing Director

Assistant Superintendent - Business

Form Started By: Kimberlee Flowers

Final Approval Date: 11/30/2023

##### Reviewed By

Lisa Caruthers

Inga Ash

Edna Johnson

Jesus Amezcua

##### Date

11/21/2023 09:30 AM

11/28/2023 01:04 PM

11/28/2023 03:04 PM

11/30/2023

Started On: 11/20/2023 08:15 PM

**INTERLOCAL CONTRACT  
BETWEEN  
HARRIS COUNTY DEPARTMENT OF EDUCATION  
AND  
HOUSTON INDEPENDENT SCHOOL DISTRICT**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract ("Contract") is entered into by and between Harris County Department of Education ("HCDE") and **Houston Independent School District** ("ISD") for the purpose of providing Nita M. Lowey 21<sup>st</sup> Century Community Learning Centers/Texas ACE **Cycle 12 Year 1** ("afterschool program") at select site(s) within the ISD.

**I. PURPOSE**

The ISD agrees to provide quality after-school programs at the site(s) specified in Exhibit C within the ISD. The ISD agrees to meet the following performance objectives:

- A. Participants will demonstrate educational and social benefits and exhibit positive behavioral changes.
  - 1. By the first and subsequent years of the project, increase the number of students that participate in after-school programs
  - 2. By the end of the project period, increase the overall academic performance of participating students in core skills, including reading, writing, mathematics, science and social studies as measured by formal and informal assessments of skills and abilities.
  - 3. By the end of the project period, increase improvement of participating students' social and conflict resolution skills, as demonstrated by decreased disciplinary referrals in-school and out-of-school suspensions, and increased attendance at the participating schools.
  - 4. Increase participation in the number, variety, and quality of afterschool activities in the ISD.
  - 5. Parents of participating students will demonstrate increased involvement in their child's education as measured by the participation in program family activities, volunteerism at the school, and participation in a Texas ACE Advisory Council.
- B. The ISD will offer a range of high-quality educational, developmental, and recreational service at each specified site ("Center").
  - 1. Core educational services. The Center will offer homework help and academic clubs through Learning Labs to increase academic performance, high quality services in core academic areas, e.g. reading and literacy, mathematics, and science.

2. Enrichment and support activities. The Center will integrate social and emotional Learning (SEL) concepts and strategies in enrichment and support activities such as nutrition and health, art, music, technology, and recreation.
3. College and career readiness activities. The Center will provide Civic Engagement and Services Learning opportunities for students to encourage guided critical thinking skills through site-centered town hall meetings and debate tournaments.
4. Community involvement. The Center will establish and maintain partnerships within the community that continue to increase levels of community collaboration in planning, implementation, and sustaining programs.
5. Services to parents and other adult community members. The Center will offer services to parents and other adult community members and work with the CASE for Kids Family Engagement Specialist to implement required parent involvement programming.
6. Extended hours. Each Center will offer services at least 15 hours a week, for a 5 days per week for a minimum of 155 days. For the summer program, each Center will offer services for a minimum of six hours per day, four days per week, for a minimum of 25 days.

## **II. TERM**

This Contract shall be for the period beginning 8/1/2023 and ending 7/31/2024. Subject to the receipt of sufficient funds from the Texas Education Agency for Nita M. Lowey 21st Century Community Learning Centers by HCDE and HCDE's written approval, this Contract may be renewed for additional year(s).

## **III. PROGRAM DESCRIPTION AND REQUIREMENTS**

The ISD agrees to provide quality after-school programs as set out in the ISD's approved site description(s) and in accordance with the ISD's approved site description(s). A copy of the ISD's approved budget(s) and site description(s) are attached as Exhibit B and Exhibit C and are incorporated by reference into this Contract. The operations listed in the site description(s) are referred to collectively as the "Center Programs."

A. For the afterschool program(s), the ISD agrees to:

1. Appoint a full-time site coordinator to serve as the main contact at each Center
2. Begin services for students and families no earlier than the grant start date of August 1, 2023, and no later than September 7, 2023, unless specifically approved by TEA.
3. Assist in the preparation of contracts, financial reports, requisitions, and inventory;

4. Regularly engage a stakeholders to serve as the Texas ACE steering committee charged with providing feedback to increase program quality, build community awareness, evaluate program effectiveness, and inform operations and sustainability plans aligning Center programs with curriculum goals;
5. Organize a record keeping system to monitor Center goals, objectives, budgeting expenditures, and inventory;
6. Participate in ongoing evaluation and modification of the Centers which will measure the achievement of the performance objectives, including, but not limited to, student, parent and teacher surveys, as well as a mandatory campus administration walk-through of programming once per term documented by the completion of the CASE for Kids' Principal assessment tool;
7. Participate in formal and informal site visits throughout the program year to assess program quality and grant compliance;
8. Ensure the targeted total number of individual students participating in the program will attend no less than **60** days of the total scheduled Texas ACE activities;
9. Increase guided critical thinking skills and civic engagement through the participation in Service-Learning projects, Kids' Day events or field-trips sponsored by HCDE and CASE for Kids;
10. Match grant funds to extend tutoring availability while providing additional teachers to serve students most in need.
11. Coordinate enrichment activities such as off-site learning experiences, speakers, and educational presentations;
12. Integrate social and emotional learning practices in enrichment activities to improve behavioral outcomes; while offering a diverse menu of enrichment activities taught by teachers and or service providers;
13. Assist with coordinating and implementing all youth leadership activities and initiatives associated with Civic Engagement; including students attending local, regional or national conferences that would benefit youth leadership and the Texas ACE program;
14. Confer with prospective students and parents to promote family involvement in student learning during monthly parental activities and allow access to parents on campus to the CASE for Kids' Program Specialist who will assist with implementing parent involvement programming;
15. Assure the program will be integrated with other TEA initiatives designed to accelerate learning and increase specific academic student outcomes.

16. Provide High Impact Tutoring (HIT) to students at least three times per week and integrate supplemental HQIM and HIT product use as necessary to increase academic performance.
17. Enroll students who may be **meet at least two** of the following recruitment requirements:
  - a. considered economically disadvantaged
  - b. at risk for academic failure or retained in prior grade levels
  - c. Failed one or more classes at the end of the previous school year
  - d. involvement in criminal or delinquent activities
  - e. Did not perform at the recommended level on the STAAR test (if applicable)
  - f. Recommended by teachers and/or counselors with documented behavioral referrals;
18. Serve as primary liaison with the transportation department in matters relating to students involved in the Center programs;
19. Establish and maintain an advisory council that meets quarterly for each center comprised of parents, students, service providers, community-based organizations, and businesses;
20. Maintain active participation in the monthly CASE for Kids' Learning Communities, annual training series and all other training(s) required by the Texas Education Agency;
21. Assist Center Coordinators in coordinating the Center programs with that of the regular school's instructional programs;
22. Align program activities to school day curriculum and TEKS objectives using the most updated version of the Texas ACE Activity and Lesson Plan Worksheets provided in the Texas ACE Blueprint;
23. Seek business and community financial support and other outside sources for funding to sustain the project beyond the grant period;
24. Ensure compliance with grant term closeout procedures as outlined in the CASE for Kids Close-out Procedures Manual and Texas ACE Prime Blueprint operations manual; retain and maintain documentation of all equipment, materials and supplies purchased with grant funds; and financial documentation, including expenditure reports, invoices, general ledgers
25. Adhere to program cancellation make up day policies required by Texas Education Agency and CASE for Kids guidelines;
26. Maintain adherence to the Texas ACE Road Map & Texas ACE Blueprint guidelines set forth by the Texas Education Agency, CASE for Kids guidelines and district policies;
27. Provide a minimum of 10% of leveraging funds, including in-kind, to further support the Texas ACE Cycle 12 program.

- B. The ISD agrees to provide after-school programs to students and parents in accordance with its site description(s). The ISD agrees to provide facilities and personnel necessary to operate the after-school program to students, parents, and community members as stated in its site description(s). The ISD will provide the after-school program at the school sites specified in Exhibit C. The ISD agrees that the services/activities for each after-school program will adhere to those in the most recent grant proposal for the Texas ACE Program submitted by HCDE to the Texas Education Agency.
- C. The ISD further agrees that it will comply with all terms and conditions of the Texas Education Agency grant awarded to HCDE under the Nita M. Lowey 21st Century Community Learning Centers Program (Texas ACE), including the applicable parts of the Education Department General Administrative Regulations (EDGAR) that govern the award and administration of this grant. Those regulations include, but are not limited to, regulations pertaining to reporting, regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Contract, and regulations pertaining to copyrights and rights in data. The ISD certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances in Exhibit A attached hereto and incorporated herein. The ISD further agrees to abide by all of the guidelines developed by HCDE in furtherance of this Contract.
- D. The ISD agrees not to make any expenditure in excess of the budget submitted with the ISD's site description.
- E. For each Center, the ISD agrees to provide Center programs, facilities, and personnel necessary to operate the Center to students, parents and community members in accordance with its site description. The ISD will provide the Center(s) at the school sites specified in Exhibit C. The ISD agrees that the services/activities for each Center will adhere to those in the grant proposal for the Texas ACE Program submitted by HCDE to the Texas Education Agency.
- F. The ISD agrees to receive HCDE's approval at least four weeks prior to making changes to the Center's description(s), including changes to the number or types of services provided; names of contractors or collaborators delivering services; hours of the program(s); the number and ages of children and adults served; dates of holidays; name of the site coordinator; field trips; employee out-of-state travel or any other changes to the site description(s).
- G. The ISD agrees to maintain necessary records and accounts in order to assure that payments received from HCDE have been expended for the Center(s). The ISD agrees to provide these records and other information as required by HCDE. The ISD agrees to retain all required records for three years after HCDE makes final payments to ISDs and all other pending matters are closed. The ISD will submit to HCDE verification of employment status for employees, receipts and invoices for supplies, and copies of contracts for contracted services purchased.

- H. The ISD shall furnish operating reports to designated HCDE representatives on a monthly basis. Such reports may include, but not be limited to: activity and enrollment reports; financial reports; eligibility documents; complaints made by students, parents, employees, and other persons; and investigative reports of any kind involving the Center(s), Center programs, or its participants. Any reports or evaluations incidental to this Contract shall be performed only with the prior approval of HCDE. No reports or evaluations shall be released to third parties without the prior written approval of HCDE, unless release is required under the Public Information Act. This reporting will form a part of the regular monthly reporting documentation to HCDE and continue for as long as the ISD receives payments from HCDE under this Contract.
- I. The ISD acknowledges and agrees that it is solely responsible for all costs, wages, expenses, and fees associated with or arising from the operation of the Center(s).
- J. The ISD agrees to maintain documentation of all equipment, materials and supplies purchased with grant funds; update the CASE for Kids inventory form as need based on purchases received, used or based on conditional change (new, good, fair or poor). The ISD further agrees to The Education Department General Administrative Regulations (EDGAR) 80.32(e) and 80.33(b) that disposition be requested for all equipment and unused supplies acquired under a grant.
- K. The ISD agrees to cooperate with the evaluation of the Center(s) by designating internal staff to work with the CASE for Kids' external evaluator to implement and monitor the evaluation process, including the ISD's progress in meeting the performance objectives established by the Texas Education Agency for the Nita M. Lowey 21st Century Community Learning Centers, the effect of the Center(s) on participants, and the effectiveness of the Center(s) in meeting the performance objectives established by the Texas Education Agency. The ISD agrees to provide such records as STAAR scores, TAKS scores, grades, Stanford Achievement scores, conduct scores, end of course scores and disciplinary reports for students in the Center programs to HCDE in accordance with the reporting due dates established by TEA.
- L. The ISD agrees to allow HCDE, the Texas Education Agency, the State of Texas Comptroller, or any of their duly authorized representatives to any books, documents, papers, and records relating to the services provided under this Contract for the purpose of making audits, examinations, evaluations, excerpts, and transcriptions.
- M. The ISD may use the payments from HCDE to create new program(s) or enhance existing program(s), but the payments from HCDE should not replace funding for an existing program(s). In the event that payments from HCDE will be used to expand already existing program(s), the ISD will provide HCDE with detailed documentation of the program(s) including a list of students and adults currently enrolled, attendance since the beginning of the school year (or past six months), and a schedule of activities offered by the program(s) since the beginning of the year. The ISD will also report all sources of funding for the program(s) and the total cost of the program(s) to HCDE.



- N. The ISD agrees to obtain and assess criminal history record information for each employee or volunteer used in the Center(s) and to use only those persons fit to work with students.
- O. ISD agrees that it will comply with the assurances, certifications, and disclosures provided by Texas Education Agency, including the "General Provisions & Assurances," "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," "Lobbying Certification", "Disclosures of Lobbying Activities", "Every Student Succeeds Act (ESSA) Provisions and Assurances" and "Program-Specific Provisions & Assurances", which are attached hereto as Exhibit D and incorporated by reference into this Contract.
- P. The ISD further agrees that it will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protections Agency regulations (40 CFR part 15), and 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 (Pub. L. 94-163, 89 Stat. 871).
- Q. The ISD agrees that the certifications and agreements included in the HCDE Vendor Certification Forms, attached hereto as Exhibit A and incorporated by reference in the agreement for all purposes, is true and correct.
- R. The ISD agrees to provide the after-school program to at least the number of students and parents indicated on Exhibit C attached to the Contract. The ISD further agrees that if any time after 1/26/2024, the HCDE CASE for Kids Director determines that there is less than **60%** of the agreed upon students and/or parents in the afterschool program (the numbers on Exhibit C), HCDE may withhold and reserve up to one-third of the budget (Exhibit B of the Contract) that it would have otherwise paid to the ISD and use those funds, in HCDE's sole discretion, to try to increase student and/or parent participation. The ISD agrees and understands that this will result in receipt by the ISD of up to one-third less funds than the ISD would have received under the Contract as specified in Exhibit B. Upon 2/28/2024, if less than 50% of the budget is not allocated for program expenditures, HCDE reserves the right to reduce the ISD's operating budget for the spring term and in subsequent grant years, as applicable.

#### **IV. OBLIGATIONS DURING COVID-19 PANDEMIC**

Due to the currently ongoing COVID-19 pandemic, the parties agree that either party may perform its obligations under this Contract virtually and/or remotely, as deemed appropriate by the performing party. The ISD is solely responsible for the provision and cost of all equipment, technology, Internet service/capabilities, networking, and the like required to participate in Nita M. Lowey 21<sup>st</sup> Century CCLC Texas ACE program activities online/remotely.

The ISD is further solely responsible for obtaining any required parental/guardian consent for students to participate in Nita M. Lowey 21<sup>st</sup> Century CCLC Texas ACE program activities online/remotely. HCDE will not be responsible for any costs necessitated or incurred due to online/remote participation.

The parties agree to reasonably cooperate with each other to ensure that the duties, obligations, and rights of both parties under this Contract are timely fulfilled, to the maximum extent possible, while also taking into account the health and safety of each party's employees, officers, agents, representatives, and students. The parties encourage social distancing as a measure intended to minimize the spread of disease in response to the current health situation.

## **V. COMPENSATION AND FUNDING**

Subject to the following paragraphs, HCDE will pay the ISD in an amount not to exceed:

- \$187,200.00 for providing the Center in accordance with Section III and this Contract at Crespo Elementary and Kelso Elementary.

The ISD must submit an itemized monthly statement detailing expenses with supporting documentation for the Center(s) in order to receive payment of these expenses. HCDE will pay the ISD within 60 days of receiving sufficient funds as described below. Only invoices for allowable expenses, per grant fiscal guidelines, incurred during the term of this Contract will be paid by HCDE. The ISD waives any statutory right to interest the ISD may have under Chapter 2251 of the Texas Government Code. The ISD may be eligible for a prorated amount, in HCDE's sole discretion, if the ISD is unable to maintain its Center(s) in accordance with the site description. Included in these requirements are: the number of Centers in the ISD where the Center programs are provided; the number of students and adults served in the ISD by the Center programs; and fulfillment of the total number of days of providing service. It is expected that the Center will expend a minimum of 90% of the total grant award outlined herein. The ISD agrees that if any time after 2/28/2024, the HCDE CASE for Kids Director determines that the ISD does not have a realistic action plan to expend at least 90% of the grant award amount, HCDE may withhold and reserve up to one-third of the budget (Exhibit B) that would have been otherwise paid to the ISD and use those funds, in HCDE's sole discretion, to allocate allowable expenses to support the afterschool program/Center, in accordance with the grant fiscal guidelines and procedures. HCDE will notify the ISD at least two weeks prior to re-allocation/withholding of funds from the ISD in support of the afterschool program/Center.

The ISD acknowledges that federal funds will be used to pay for all or a portion of funds due under this Contract and that this Contract is only effective upon receipt of the Notice of Grant Award ("NOGA") and actual funding by HCDE from the awarding agency. As such, if HCDE does not receive sufficient funding for the obligations provided in this Contract, HCDE may terminate this Contract without penalty or further obligation to the ISD, at any time upon written notice to the ISD. The expenses incurred in accordance with this Contract shall be wholly funded by the Texas ACE Program. In the event that any payment(s) to ISD under this Contract are subsequently disallowed by the awarding agency or affiliated entity or in the event that HCDE is required to refund any funding received from the awarding agency, affiliated entity, or other granting agency relating to this Contract, to the maximum extent permitted by applicable law, the ISD 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 the ISD under this Contract.

The ISD and HCDE agree that, in accordance with Section 791.011, each party paying for the performance of governmental functions and/or services must make those payments from current revenues available to the paying party, and payment must be in an amount that fairly compensates the performing party for the services and/or functions performed under the Contract.

## **VI. PIGGYBACKING ON HCDE-PROCURED CONTRACTS**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, the District may, in its discretion, enter into separate and independent contracts with CASE Afterschool and Summer Direct Service Providers, procured by HCDE in accordance with Section 44.031 of the Texas Education Code, that employ the same negotiated terms and conditions contained in an existing contract(s) between HCDE and the Direct Service Provider.

If the District elects to piggyback off of one of HCDE's contracts with CASE for Kids for Youth Services for Afterschool and Summer, the District shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to the District for use of HCDE contracts with Direct Service Providers. The District shall make payments directly to vendors/Direct Service Providers. The District shall be responsible for ordering, inspecting, and accepting the goods and services purchased by utilizing one of HCDE's contracts with Direct Service Providers. The District 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 the District and the vendor. HCDE is not responsible or liable for the performance of any vendor used by the District as a result of this Agreement or the District's piggybacking off of one of HCDE's contracts with Direct Service Providers.

## **VII. RELATIONSHIP**

It is understood and agreed that the ISD is an independent contractor. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between HCDE and any employee or agent of the ISD. The Contract does not create a joint venture or business partnership under Texas law.

The ISD is solely responsible for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), insurance, worker's compensation, and disability benefits and like requirements and obligations of ISD employees, agents, volunteers, and representatives. The ISD agrees that HCDE has no responsibility for any conduct of any ISD employee, agent, volunteer, or representative.

## **VIII. TERMINATION**

This Contract may be terminated by either party without cause with thirty (30) days advance written notice. HCDE may by written notice at any time terminate this Contract if the ISD fails to comply with a provision of this Contract. HCDE may also terminate this Contract as provided in Section IV.

#### **IX. AUTHORIZATION**

Each party acknowledges that this Contract has been authorized by the governing body of each party to the Contract.

#### **X. NOTICE**

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

Harris County Department of Education  
Attention: James Colbert Jr.  
County School Superintendent  
6300 Irvington Blvd.  
Houston, Texas 77022

Attention: Mr. F. Mike Miles  
Houston Independent School District  
4400 West 18th St.  
Houston, Texas 77092

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.

#### **XI. GOVERNING LAW**

This Contract shall be governed by and construed in accordance with the laws of the State of Texas.

#### **XII. VENUE**

The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Contract shall be in Harris County, Texas.

#### **XIII. ENTIRE AGREEMENT**

This Contract, Exhibit A, Exhibit B, Exhibit C and Exhibit D represents the entire and exclusive agreement between the parties thereto and replaces in their entirety any previous agreements, written or oral.

#### **XIV. AMENDMENT**

This Contract may be amended only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this Contract.

#### **XV. ASSIGNMENT**

Neither this Contract nor any duties or obligations under it shall be assignable by the ISD without the prior written acknowledgment and authorization of HCDE.

#### **XVI. 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.

#### **XVII. BENEFIT FOR SIGNATORY PARTIES ONLY**

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 hereto.

#### **XVIII. IMMUNITIES**

Nothing in this Contract waives or alters any immunities provided either of the parties, their employees, officers, or agents, under Texas or federal law.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ the Year 2023.

By:

\_\_\_\_\_  
James Colbert, Jr.  
County School Superintendent  
Harris County Department of Education

By:

\_\_\_\_\_  
Mr. F. Mike Miles  
Superintendent  
Houston Independent School District

**EXHIBIT B****Houston ISD/Crespo Elementary**

CASE for Kids 21st Century/Texas ACE Cycle 12, Year 1 Budget

**Personnel -- 6100**

Site Director	\$ 50,000
Tutors for HIT	\$ 20,000
School Year Certified Teachers	\$ 3,000
Summer Certified Teachers	\$ 1,500
School Year Para-professionals	
Summer Para-professionals	
<b>Payroll</b>	<b>\$ 74,500</b>
Site Coordinator Fringe Benefits	
Staff Fringe Benefits	\$ 15,645
<b>Fringe Benefits</b>	<b>\$ 15,645</b>
<b>Total Payroll Costs 6100</b>	<b>\$ 90,145</b>

**Professional & Contractual Services -- 6200**

Topic: Academic Assistance	
Topic: Enrichment	
Topic: Professional Development	
Topic: Family & Parental Engagement	
<b>Total Professional &amp; Contractual Services 6200</b>	

**Materials & Supplies -- 6300**

Site Coordinator Office Supplies	
Family Engagement Supplies	\$ 100
Program Consumable Supplies	\$ 200
Program Technology	\$ 305
Program Literacy Materials	\$ 150
<b>Total Materials &amp; Supplies 6300</b>	<b>\$ 755</b>

**Other Operating Costs -- 6400**

Fieldtrip Transportation	\$ 400
Fieldtrip Admission	\$ 400
Snacks for Family Engagement	
In-state Conference ( <b>OSTICON</b> )	\$ 400
Facility Cost	
Out-of-state Conference	\$ 1,500
<b>Total Other Operating Costs 6400</b>	<b>\$ 2,700</b>

<b>Total:</b>	<b>\$ 93,600</b>
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**EXHIBIT B****Houston ISD/Kelso Elementary**

CASE for Kids 21st Century/Texas ACE Cycle 12, Year 1 Budget

**Personnel -- 6100**

Site Director	\$ 50,000
Tutors for HIT	\$ 20,000
School Year Certified Teachers	\$ 2,500
Summer Certified Teachers	\$ 1,500
School Year Para-professionals	\$ 3,405
Summer Para-professionals	
Librarian	\$ -
<b>Payroll</b>	<b>\$ 77,405</b>
Site Coordinator Fringe Benefits	\$ 10,000
<b>Fringe Benefits</b>	<b>\$ 10,000</b>
<b>Total Payroll Costs 6100</b>	<b>\$ 87,405</b>

**Professional & Contractual Services -- 6200**

Topic: Professional Development	
Topic: Academic Assistance	
Topic: Enrichment	
Topic: College & Career Readiness	
Topic: Family & Parental Engagement	
<b>Total Professional &amp; Contractual Services 6200</b>	<b>\$ -</b>

**Materials & Supplies -- 6300**

Family Engagement Supplies	
Site Coordinator Computer	
Program Consumable Supplies	\$ 2,500
Program Technology	
Program Literacy Materials	\$ 300
<b>Total Materials &amp; Supplies 6300</b>	<b>\$ 2,800</b>

**Other Operating Costs -- 6400**

Student Transportation for School Year Program	
Student Transportation for Summer Program	
Mileage	
Field Trip Admissions	\$ 500
Field Trip Transportation	\$ 500
In-state Conference (OSTICON)	\$ 800
Snacks for Family Engagement	
Out-of-state Conference (BOOST)	\$ 1,595
<b>Total Other Operating Costs 6400</b>	<b>\$ 3,395</b>

<b>Total:</b>	<b>\$ 93,600</b>
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Texas ACE Center Operations Schedule			Program Year 2023-2024
Center	9 Digit campus ID #	Name of Center/Feeder School, Physical Address, City, ZIP	Grade Levels Served
Center	101912290	Crespo Elementary School 7500 Office City Drive Houston, TX 77012	Kindergarten – 5 <sup>th</sup>
Feeder			

Proposed “Regular” Student Target	Proposed “HIT” Student Target	Proposed Parent/Legal Guardian Target
75	50	40

Program Operations	Start Date (MM/DD/YY):	End Date (MM/DD/YY):	Total Days
Fall Term	9/5/2023	12/15/2023	75
Spring Term	1/8/2024	5/24/2024	91
Summer Term	6/7/2024	7/22/2024	25
Total number of Days:			191

Center Schedule												
Day of the Week	Fall Term				Spring Term				Summer Term			
	AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End
Monday			3:00	6:00			3:00	6:00	8:00			2:00
Tuesday			3:00	6:00			3:00	6:00	8:00			2:00
Wednesday			3:00	6:00			3:00	6:00	8:00			2:00
Thursday			3:00	6:00			3:00	6:00	8:00			2:00
Friday			3:00	6:00			3:00	6:00				
<b>Total Hours Per Week:</b>	15				15				24			
<b>Adjunct Sites, If applicable (site name and full address)</b>		N/A										
<b>Special Schedules</b> (Saturday Events, Field Trips)		To Be Determined										
<b>Family Engagement Activities</b> <i>(Schedule for ongoing activities. family engagement opportunities must be offered at least once per month)</i>		Monthly activities, including but not limited to, Parenting Classes to support student academics and Citizenship Classes.										



Texas ACE Center Operations Schedule			Program Year 2023-2024
Center	9 Digit campus ID #	Name of Center/Feeder School, Physical Address, City, ZIP	Grade Levels Served
Center	101912187	Anna B. Kelso Elementary 5800 Southmund St. Houston, TX 77033	Kindergarten – 5 <sup>th</sup>
Feeder			

<b>Proposed “Regular” Student Target</b>	<b>Proposed “HIT” Student Target</b>	<b>Proposed Parent/Legal Guardian Target</b>
<b>75</b>	<b>50</b>	<b>40</b>

Program Operations	Start Date (MM/DD/YY):	End Date (MM/DD/YY):	Total Days
Fall Term	9/5/2023	12/15/2023	68
Spring Term	1/8/2024	5/30/2024	92
Summer Term	5/30/2024	7/3/2024	25
Total number of Days:			185

Center Schedule												
Day of the Week	Fall Term				Spring Term				Summer Term			
	AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End
Monday			3:00	6:00			3:00	6:00	8:00			2:00
Tuesday			3:00	6:00			3:00	6:00	8:00			2:00
Wednesday			3:00	6:00			3:00	6:00	8:00			2:00
Thursday			3:00	6:00			3:00	6:00	8:00			2:00
Friday			3:00	6:00			3:00	6:00				
<b>Total Hours Per Week:</b>	15				15				24			
<b>Adjunct Sites, If applicable (site name and full address)</b>		N/A										
<b>Special Schedules</b> (Saturday Events, Field Trips)		To Be Determined										
<b>Family Engagement Activities</b> <i>(Schedule for ongoing activities. family engagement opportunities must be offered at least once per month)</i>		Monthly activities including, but not limited to, Parent Enrichment Courses centered around Financial Literacy, Home Buying, Budgeting, Self-Care Management, Anger-Management, Coping with Stress, and Academic Parent Support.										

Statement of provisions and assurances for the program(s) in this Application:

A. **Terms defined:** As used in these Provisions and Assurances,

1. *Subaward*: An award provided by a pass-through entity to a Subrecipient for the Subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A Subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract (2 CFR 200.92)
2. *Agency or TEA*: The Texas Education Agency
3. *Subrecipient*: A non-Federal entity that receives a Subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal awards directly from a Federal awarding Agency (2 CFR 200.93)
4. *Program Manager*: The person representing the Agency or the Subrecipient, as indicated by the Subaward, for the purposes of administering the Subaward Project
5. *Subaward Project*: The purpose intended to be achieved through the Subaward of which these provisions and assurances are a part
6. *Applicant*: The same as Subrecipient
7. *SAS*: The Standard Application System of which the Application document is a part
8. *Application*: The entire package submitted by the Applicant, including the required schedules contained in the Application.
9. *Amendment*: An Application that is revised in budget categories and/or in program activities. The original Application and any previous Amendments are incorporated by reference.
10. *Works*: All tangible or intangible material, products, ideas, documents, or Works of authorship prepared or created by the Subrecipient for or on behalf of TEA at any time after the beginning date of the Subaward (Works includes but is not limited to computer software, data, information, images, illustrations, designs, graphics, drawings, educational materials, assessment forms, testing materials, logos, trademarks, patentable materials, etc.)
11. *Intellectual Property Rights*: The worldwide intangible legal rights or interests evidenced by or embodied in: (a) any idea, design, concept, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (b) any work of authorship, including any copyrights, moral rights, or neighboring rights; (c) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (d) domain name registrations; and (e) any other similar rights. The Intellectual Property Rights of a party include all worldwide intangible legal rights or interests that the party may have acquired by assignment or license with the right to Grant sublicenses.
12. *Grant*: The same as Subaward
13. *Grantee*: The same as Subrecipient
14. *Grantor*: The same as Agency
15. *DCC*: The Document Control Center of the Agency
16. *Capital Assets*: Tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with Generally Accepted Accounting Principles (GAAP). Capital Assets include: (a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or

through capital leases; and (b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to Capital Assets that materially increase their value or useful life (not ordinary repairs and maintenance).(2 CFR 200.12). If the Subrecipient purchases Capital Assets (furniture and/or equipment) with Subaward funds to accomplish the objective(s) of the project, title will remain with the Subrecipient for the period of the Subaward. The Agency reserves the right to transfer Capital Assets for Subrecipient noncompliance during the Subaward period or as needed after the ending date of the Subaward. This provision applies to any and all furniture and/or equipment regardless of unit price and how the item is classified in the Subrecipient's accounting record.

17. *Capital Expenditures*: Expenditures to acquire Capital Assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to Capital Assets that materially increase their value or useful life. (2 CFR 200.13)
18. *Protected Personally Identifiable Information (PII)*: An individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed (2 CFR 200.82)

- B. **Contingency:** The agreement represented by this Subaward is executed by the Agency subject to the availability of funds appropriated by legislative act for the purposes stated. All Amendments and/or extensions or subsequent Subaward agreements entered into for the same or continued purposes are executed contingent upon the availability of appropriated funds. Notwithstanding any other provision in this Subaward agreement or any other document, this Subaward agreement is void upon appropriated funds becoming unavailable. In addition, this Subaward agreement may be terminated by the Agency at any time for any reason upon notice to the Subrecipient. Expenditures and/or activities for which the Subrecipient may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from the Agency. This Subaward agreement may be extended or otherwise amended only by formal written Amendment properly executed by both the Agency and the Subrecipient. No other agreement, written or oral, purporting to alter or amend this Subaward shall be valid.
- C. **Subrecipient's Application:** Furnished to the Agency in response to a request for Application, is incorporated in this Subaward by reference for all necessary purposes. It is specifically provided; however, that the provisions of this Subaward shall prevail in all cases of conflict arising from the terms of the Subrecipient's Application whether such Application is a written part of this Subaward or is attached as a separate document.
- D. **Requirements, Terms, Conditions, and Assurances:** Stated in the Request for Application, in response to which the Applicant is submitting this Application, and are incorporated herein by reference for all purposes. The instructions to the Standard Application System, as well as the General and Fiscal Guidelines and Program Guidelines, are incorporated herein by reference.
- E. **Signature Authority; Final Expression; Superseding Document:** The Applicant certifies that the person signing or certifying and submitting this Application has been properly delegated this authority. The Subaward represents the final and complete expression of the terms of agreement between the parties. The Subaward supersedes any previous understandings or negotiations between the parties. Any representations, oral statements, promises, or warranties that differ from the Subaward shall have no force or effect. The Subaward may be modified, amended, or extended only by formal written Amendment properly executed by both TEA and the Subrecipient.
- F. **State of Texas Laws:** In the conduct of the Subaward Project, the Subrecipient shall be subject to Texas State Board of Education and Commissioner rules pertaining to this Subaward and the Subaward Project

and to the laws of the State of Texas governing this Subaward and the Subaward Project. This Subaward constitutes the entire agreement between the Agency and the Subrecipient for the accomplishment of the Subaward Project. This Subaward shall be interpreted according to the laws of the State of Texas except as may be otherwise provided for in this Subaward.

- G. **Monitoring:** Desk reviews, on-site monitoring reviews, arranging for agreed-upon-procedures engagements, and training and technical assistance on program-related matters may be conducted by the Agency to determine compliance with the approved Application and the applicable statute(s), law(s), regulations, and guidelines.  
TEA conducts federal fiscal Grant Subrecipient monitoring and compliance reviews, and implements related remedies for noncompliance, in accordance with its established policies and procedures. These policies and procedures incorporate best practices and standards that may be similar to common auditing standards, but the Agency does not apply a specific set of external standards, such as the US Government Accountability Office's Generally Accepted Government Auditing Standards (Yellow Book), nor is it required to do so.
- H. **Specific Conditions:** If TEA identifies, in its sole determination, a grantee as posing a level of risk identified by the agency's risk criteria, the grantee has a history of failure to comply with the terms and conditions of the grant award, the grantee fails to meet performance goals, or is not otherwise responsible then TEA may impose additional specific award conditions on any grant award. (2 CFR 200.207).  
Specific conditions may include 1) requiring payments as reimbursements rather than advance payments, 2) withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given performance period, 3) requiring additional, more detailed, financial reports, 4) requiring additional project monitoring, 5) requiring technical or management assistance, or 6) establishing additional prior approvals.  
TEA may, in appropriate circumstances, designate the specific conditions established under 2 CFR 200.207 as "high-risk conditions" and designate a non-federal entity subject to specific conditions established under 200.207 as a high-risk Grantee. (2 CFR 3474.10)
- I. **Notification of Specific Conditions:** Upon placing a specific condition or high-risk Grantee identification, TEA must notify the Grantee of 1) the nature of the additional requirements, 2) the reason for the additional requirements, 3) the action needed to remove the additional requirement, if applicable, 4) the timeline for completing the additional requirements, and 5) the method for requesting reconsideration of the additional requirements being imposed. Any specific conditions must be promptly removed once the deficiency has been corrected. (2 CFR 200.207)
- J. **Remedies for Noncompliance:** If TEA determines that noncompliance cannot be corrected by imposing the specific conditions, TEA may take one or more of the following remedies for noncompliance actions, as appropriate in the circumstances. 1) temporarily withhold cash payments pending correction of the deficiency, 2) disallow all or part of an activity or action not in compliance, 3) wholly or partly suspend or terminate the grant award, 4) initiate suspension or disbarment proceedings under 2 CFR 180, 5) withhold further grant awards for the project, or 6) take other remedies that may be legally available. (2 CFR 200.338)
- K. **Notification of Remedies for Noncompliance and Opportunity for Hearing:** Upon taking any remedy for non-compliance, TEA must provide the Subrecipient an opportunity to object and provide information and documentation challenging the suspension or termination action. (2 CFR 200.341)
- L. **Subaward Cancellation, etc.:** If this Subaward is canceled, terminated, or suspended by the Agency prior to its expiration date, the reasonable monetary value of services properly performed by the Subrecipient pursuant to this Subaward prior to such cancellation, termination, or suspension shall be determined by the Agency and paid to the Subrecipient as soon as reasonably possible.
- M. **Indemnification:** The Subrecipient, to the extent permitted by law, shall hold the Agency harmless from

and shall indemnify the Agency against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising from, or in connection with, any acts of the Subrecipient, its agents, employees, and subcontractors, done in the conduct of the Subaward Project.

- N. **Encumbrances/Obligations and Liquidations:** All encumbrances/obligations shall occur on or between the beginning and ending dates of the Subaward unless pre-award costs are expressly permitted for the individual Grant program. In general, goods or services delivered near the end of the Grant period may be viewed by TEA as not necessary to accomplish the objectives of the current Grant program; however, TEA will evaluate such expenditures on a case-by-case basis. A TEA monitor or an auditor may disallow those expenditures if the Grantee is unable to (1) document the need for the expenditures, (2) demonstrate that program beneficiaries receive benefit from the late expenditures, or (3) negate the appearance of "stockpiling" supplies or equipment. The Subrecipient must receive the benefit and liquidate (record as an expenditure) all obligations incurred under the Subaward no later than the revised final expenditure report due date. An encumbrance cannot be considered an expenditure or accounts payable until the goods have been received and the services have been rendered. Obligations that are liquidated and recognized as expenditures must meet the allowable cost principles in 2 CFR Part 200 of EDGAR (as applicable) and program rules, regulations, and guidelines contained elsewhere. This provision applies to all Grant programs, including state and federal, discretionary and formula.
- O. **Financial Management and Accounting:** The Subrecipient assures it will maintain a financial management system that provides for the following: (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the Federal Agency, and name of the pass-through entity, if any. (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in 2 CFR 200.327 Financial reporting and 200.328 Monitoring and reporting program performance. If a Federal awarding Agency requires reporting on an accrual basis from a recipient that maintains its records on other than an accrual basis, the recipient must not be required to establish an accrual accounting system. This recipient may develop accrual data for its reports on the basis of an analysis of the documentation on hand. Similarly, a pass-through entity must not require a Subrecipient to establish an accrual accounting system and must allow the Subrecipient to develop accrual data for its reports on the basis of an analysis of the documentation on hand. (3) Records that identify adequately the source and Application of funds for federally- funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation. (4) Effective control over, and accountability for, all funds, property, and other assets. The non- Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes. See 2 CFR §200.303 Internal controls. (5) Comparison of expenditures with budget amounts for each Federal award. (6) Written procedures to implement the requirements of 2 CFR 200.305 Payment. (7) Written procedures for determining the allowability of costs in accordance with Subpart E—Cost Principles of this part and the terms and conditions of the Federal award. (2 CFR 200.302(b)(7)). Public school districts, open-enrollment charter schools, and regional education service centers in Texas must comply with the accounting requirements in the Financial Accounting and Reporting (FAR) module of the *Financial Accountability System Resource Guide*, Texas Education Agency.
- P. **Expenditure Reports:** The Subrecipient shall submit expenditure reports in the time and manner requested by the Agency and in accordance with the critical events calendar for the Grant accessible from the TEA Grant Opportunities page which is incorporated by reference.
- Q. **Refunds Due to TEA:** If the Agency, or Subrecipient, determines that the Agency is due a refund of money paid to the Subrecipient pursuant to this Subaward, the Subrecipient shall pay the money due to the Agency within 30 days of the Subrecipient's receipt of written notice that such money is due to the

Agency. If the Subrecipient fails to make timely payment, the Agency may obtain such money from the Subrecipient by any means permitted by law, including but not limited to offset, counterclaim, cancellation, termination, suspension, total withholding, and/or disapproval of all or any subsequent Applications for said funds.

- R. **Records Retention:** Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of five years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding Agency or pass-through entity in the case of a Subrecipient (GEPA 81.31(c)). The Subrecipient understands that acceptance of funds under this Subaward acts as acceptance of the authority of the State Auditor's office, or any successor Agency, to conduct an audit or investigation in connection with those funds. The Subrecipient further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. The Subrecipient will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Subrecipient and the requirements to cooperate is included in any subcontract it awards.
- S. **Time and Effort Recordkeeping:** For those personnel whose salaries are prorated between or among different funding sources or used as matching/cost sharing to a federal Grant, time and effort records will be maintained by Applicant that will confirm the services provided within each funding source. Applicant must adjust payroll records and expenditures based on this documentation. This requirement applies to all projects, regardless of funding source, unless otherwise specified. For federally funded projects, time and effort records must be in accordance with the requirements in 2 CFR 200.430(i) of EDGAR, as applicable.
- T. **Forms, Assurances, and Reports:** The Subrecipient shall in a timely manner make and file with the proper authorities all forms, assurances, and reports required by federal laws and regulations. The Agency shall be responsible for reporting to the proper authorities any failure by the Subrecipient to comply with the foregoing laws and regulations coming to the Agency's attention, and may deny payment or recover payments made by the Agency to the Subrecipient in the event of the Subrecipient's failure to comply.
- U. **Intellectual Property Ownership:** The Subrecipient agrees that all Works are, upon creation, Works made for hire and the sole property of TEA. If the Works are, under applicable law, not considered Works made for hire, the Subrecipient hereby assigns to TEA all worldwide ownership of all rights, including the Intellectual Property Rights, in the Works, without the necessity of any further consideration, and TEA can obtain and hold in its own name all such rights to the Works. The Subrecipient agrees to maintain written agreements with all officers, directors, employees, agents, representatives, and subcontractors engaged by the Subrecipient for the Subaward Project, Granting the Subrecipient rights sufficient to support the performance and Grant of rights to TEA by the Subrecipient. Copies of such agreements shall be provided to TEA promptly upon request.
- The Subrecipient warrants that (i) it has the authority to Grant the rights herein Granted; (ii) it has not assigned or transferred any right, title, or interest to the Works or Intellectual Property Rights that would conflict with its obligations under the Subaward, and the Subrecipient will not enter into any such agreements; and (iii) the Works will be original and will not infringe any Intellectual Property Rights of any other person or entity. These warranties will survive the termination of the Subaward. If any preexisting rights are embodied in the Works, the Subrecipient Grants to TEA the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative Works based upon such preexisting rights and any derivative Works thereof; and (ii) authorize others to do any or all of the foregoing. The Subrecipient agrees to notify TEA on delivery of the Works if they include any such preexisting rights. On request, the Subrecipient will provide TEA with documentation indicating a third party's written approval for the Subrecipient to use any preexisting rights

that may be embodied or reflected in the Works.

**For School Districts, ESCs, Nonprofit, and For Profit Organizations:** The foregoing Intellectual Property Ownership provisions apply to any school districts, ESCs, nonprofit organizations, and their employees, agents, representatives, consultants, and subcontractors. If a school district, ESC, or nonprofit organization or any of its subcontractor(s) wish to obtain a license agreement to use, advertise, offer for sale, sell, distribute, publicly display, publicly perform or reproduce the Works, or make derivative Works from the Works, then express written permission must first be obtained from the TEA Copyright Office.

**For Colleges and Universities:** The foregoing Intellectual Property Ownership provisions apply to any colleges and universities and their employees, agents, representatives, consultants, and subcontractors; provided, that for all Works and derivative Works created or conceived by colleges or universities under the Subaward, they are Granted a non-exclusive, non-transferable, royalty-free license to use the Works for their own academic and educational purposes only. The license for academic and educational purposes specifically excludes advertising, offering for sale, selling, distributing, publicly displaying, publicly performing, or reproducing the Works, or making derivative Works from the Works that are created or conceived under this Subaward; and colleges and universities and their employees, agents, representatives, consultants, and subcontractors are prohibited from engaging in these uses and activities with regard to the Works unless the prior express written permission of the TEA Copyright Office is obtained.

- V. **Unfair Business Practices:** By signing this Subaward, the Subrecipient, if other than a state Agency, certifies that the Subrecipient, within the preceding 12 months, has not been found guilty, in a judicial or state Agency administrative proceeding, of unfair business practices. The Subrecipient, if other than a state Agency, also certifies that no officer of its company has, within the preceding 12 months, served as an officer in another company which has been found, in a judicial or state Agency administrative proceeding, to be guilty of unfair business practices.  
The Subrecipient, whether a state Agency or not a state Agency, certifies that no funds provided under this Subaward shall be used to purchase supplies, equipment, or services from any companies found to be guilty of unfair business practices within 12 months from the determination of guilt.
- W. **Subcontracting:** The Subrecipient shall not assign or subcontract any of its rights or responsibilities under this Subaward, except as may be otherwise provided for in this Application, without prior formal written approval Granted as an Amendment to this Subaward properly executed by both the Agency and the Subrecipient.
- X. **Use of Consultants:** Notwithstanding any other provision of this Application, Applicant shall not use or pay any consultant in the conduct of this Application if the services to be rendered by any such consultant can be provided by Applicant's employees.
- Y. **Disposition of Equipment and Supplies:** If Capital Expenditures are used to purchase Capital Assets, the Subrecipient must request disposition instructions from the Agency before disposing of the equipment and/or supplies. Disposition will be made in accordance with 2 CFR 200.313 and 200.314 as applicable.
- Z. **Agency Property (Terms):** In the event of loss, damage, or destruction of any property owned by or loaned by the Agency while in the custody or control of the Subrecipient, its employees, agents, consultants, or subcontractors, the Subrecipient shall indemnify the Agency and pay to the Agency the full value of or the full cost of repair or replacement of such property, whichever is the greater, within 30 days of the Subrecipient's receipt of written notice of the Agency's determination of the amount due. This provision applies whether the property is developed or purchased by the Subrecipient pursuant to this Subaward or is provided by the Agency to the Subrecipient for use in the Subaward Project. If the Subrecipient fails to make timely payment, the Agency may obtain such money from the Subrecipient by any means permitted by law, including but not limited to offset or counterclaim against any money otherwise due to the Subrecipient by the Agency.

- AA. **Travel Costs:** Amounts authorized for maximum recovery for travel costs against any state or federal funding source are restricted to those amounts which are approved in the State of Texas appropriations bill in effect for the particular obligation. Any amount over this limit must come from local funding sources. Applicant must recover funds at a lesser rate if local policy amounts are less than the maximum allowed by the state. Out-of-state travel may not exceed the federal government rate for the locale. Reimbursement of travel costs is based on actual expenses. Travel allowances are unallowable.
- BB. **Funds for Religious Worship, Instruction:** No funds will be used to pay for religious worship, instruction, or proselytization, or for any equipment or supplies for such, or for any construction, remodeling, repair, operation, or maintenance of any facility or part of a facility to be used for religious worship, instruction, or proselytization (34 CFR 76.532)
- CC. **Disclosure of Gifts and Campaign Contributions:** The Grantee shall file disclosures of gifts and campaign contributions as required by State Board of Education Operating Rule 4.3, which is incorporated as if set out in full. The Grantee has a continuing obligation to make disclosures through the term of the Subaward. Failure to comply with State Board of Education Operating Rule 4.3 is grounds for canceling the Subaward agreement.
- DD. **Submission of Audit Reports to TEA:** Grantees agree to submit audit report(s) consistent with the requirements of 2 CFR Part 200, Subpart F of EDGAR, including the reporting package described in 200.512, to the Federal Audit Clearinghouse (FAC). Also by section 44.008 of the Texas Education Code (TEC), Grantees also agree to submit audit reports to TEA Financial Compliance Division in the time and manner requested by the Agency.
- Grantees that expend \$750,000 or more during the entity's fiscal year in Federal awards must have a single audit conducted in accordance with 200.501 Audit requirements, except when it elects to have a program-specific audit conducted in accordance with paragraph of that section. Grantees agree to submit a copy of such audits to TEA when the schedule of findings and questioned costs disclose audit findings relating to any federal awards provided by TEA. A copy of such audits shall also be submitted to TEA if the summary schedule of prior audit findings reported the status of any audit findings relating to any federal awards provided by TEA.
- EE. **Federal Rules, Laws, and Regulations That Apply to All Federal Programs:** The Subrecipient shall be subject to and shall abide by all federal laws, rules, and regulations pertaining to the Subaward Project, including but not limited to:
1. **Americans With Disabilities Act**, Public Law (P.L.) 101-336, 42 United States Code (USC) section 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64.
  2. **Title VI of the Civil Rights Act of 1964**, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 CFR Part 100.
  3. **Title IX of the Education Amendments of 1972**, as amended (prohibition of sex discrimination in educational institutions) and the regulations effectuating its provisions contained in 34 CFR Part 106, if the Subrecipient is an educational institution.
  4. **Section 504 of the Rehabilitation Act of 1973**, as amended (nondiscrimination on the basis of handicapping condition), and the regulations effectuating its provisions contained in 34 CFR Parts 104 and 105.
  5. **Age Discrimination Act of 1975**, as amended (prohibition of discrimination on basis of age), and any regulations issued thereunder, including the provisions contained in 34 CFR Part 110.
  6. **Family Educational Rights and Privacy Act (FERPA) of 1975**, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including **Privacy Rights of Parents and Students** (34 CFR Part 99), if the Subrecipient is an educational institution (20 USC 1232g).



7. Section 509 of H.R. 5233 as incorporated by reference in P.L. 99-500 and P.L. 99-591 **(prohibition against the use of federal Grant funds to influence legislation pending before Congress).**
8. **Pro-Children Act of 2001**, which states that no person shall permit smoking within any indoor facility owned or leased or contracted and utilized for the provision of routine or regular kindergarten, elementary, or secondary education or library services to children (ESSA, Title VIII, Part F, subpart 5). In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services (ESSA, Title VIII, Part F, subpart 5). Any failure to comply with a prohibition in this Act shall be considered to be a violation of this Act and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (ESSA, Title VIII, Part F, subpart 5).
9. **Fair Labor Standards Act (29 USC 207), Davis Bacon Act (40 USC 276[a]), and Contract Work Hours and Safety Standards Act (40 USC 327 et seq.)**, as applicable, and their implementing regulations in 29 CFR 500-899; 29 CFR Parts 1, 3, 5, and 7; and 29 CFR Parts 5 and 1926, respectively.
10. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103-382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and General Education Provisions Act, as amended.
11. **Prohibition of Text Messaging and Emailing while Driving during Official Federal Grant Business:** Personnel funded from federal Grants and their subcontractors and Subgrantee are prohibited from text messaging while driving an organization-owned vehicle, or while driving their own privately owned vehicle during official Grant business, or from using organization-supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009 (pursuant to provisions attached to federal Grants funded by the US Department of Education).
12. **Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104[g]):** In accordance with 2 CFR 175, this award may unilaterally be terminated, without penalty, if Subrecipient or an employee of Subrecipient violates any of the applicable prohibitions of this award term through conduct that is either associated with performance under this award or imputed to Subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR 85.630. Subrecipient and Subrecipient's employees may not i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; ii) Procure a commercial sex act during the period of time the award is in effect; or iii) Use forced labor in the performance of the award or Subaward under the award. Subrecipient must inform the proper authorities and Agency immediately of any information it receives from any source alleging a violation of the applicable prohibitions of this award term. In addition to all other remedies for noncompliance that are available to the Agency under this award, Subrecipient must include the requirements of this provision in any Subaward made to a private entity.

**FF. Federal Regulations Applicable to All Federal Programs:**

A complete description of the federal regulations that apply to federal education grant awards may be found on USDE's EDGAR website at <http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>.

**GG. General Education Provisions Act (GEPA), As Amended, Applicable to All Federal Programs Funded or Administered through or by the US Department of Education:**

The general Application submitted by a local educational Agency shall set forth these assurances:

1. **Applicability:** That the local educational Agency will administer each program covered by the Application in accordance with all applicable statutes, regulations, program plans, and Applications (20 USC 1232(e));
2. **Public Agency Control:** That the control of funds provided to the local educational Agency under each program, and title to property acquired with those funds, will be in a public Agency and that a public Agency will administer those funds and property (20 USC 1232(e));
3. **Sound Accounting:** That the local educational Agency will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, Federal funds paid to that Agency under each program (20 USC 1232(e));
4. **Access to Records:** That the local educational Agency will make reports to TEA and to the Secretary of Education as may reasonably be necessary to enable TEA and the Secretary to perform their duties and that the local educational Agency will maintain such records, including the records required under 20 USC 1232(f), Education Records, and provide access to those records, as TEA or the Secretary deem necessary to perform their duties (20 USC 1232(e));
5. **Participation in Planning:** That the local educational Agency will provide reasonable opportunities for the participation by teachers, parents, and other interested agencies, organizations, and individuals in the planning for and operation of each program (20 USC 1232(e));
6. **Availability of Information:** That any Application, evaluation, periodic program plan or report relating to each program will be made readily available to parents and other members of the general public (20 USC 1232(e));
7. **Construction:** That in the case of any project involving construction -
  - (A) the project is not inconsistent with overall State plans for the construction of school facilities, and
  - (B) in developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed by the Secretary under section 794 of title 29 in order to ensure that facilities constructed with the use of Federal funds are accessible to and usable by individuals with disabilities (20 USC 1232 (e));
8. **Sharing Information:** That the local educational Agency has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects (20 USC 1232(e)); and
9. **Direct Financial Benefit:** That none of the funds expended under any applicable program will be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization (20 USC 1232(e)).
10. **Prohibition of Funds for Busing:** No funds appropriated for the purpose of carrying out any applicable program may be used for the transportation of students or teachers (or for the purchase of equipment for such transportation) in order to overcome racial imbalance in any school or school system, or for the transportation of students or teachers (or for the purchase of equipment for such transportation) in order to carry out a plan of racial desegregation of any school or school system, except for funds appropriated pursuant to title VIII of the Elementary and Secondary Education Act of 1965 [20 U.S.C. 7701 et seq.], but not including any portion of such funds as are attributable to children counted under section 8003(d) of such Act [20 U.S.C. 7703(d)] or residing on property described in section 8013(10) of such Act [20 U.S.C. 7713(10)] (20 USC 1228).

**HH. State Rules, Laws, and Regulations That Apply to All Programs Administered by TEA:**

The Grantee shall comply with all provisions of the Texas Education Code, Chapter 22, Subchapter C, Criminal History Records, which requires that personnel employed using Grant funds shall be subject to

the state's fingerprinting requirement. The Subrecipient provides assurance, with its signature on the Grant Application or by certifying and submitting the eGrants Application, that it will take all necessary and required steps to ensure that all its Subrecipients are in compliance with the fingerprinting requirement.

- II. **Family Code Applicability:** With its signature on the Grant Application or by certifying and submitting the eGrants Application, the Subrecipient, if other than a state Agency, certifies that under Section 231.006, Family Code, that the Subrecipient is not ineligible to receive payment under this Subaward and acknowledges that this Subaward may be terminated and payment may be withheld if this certification is inaccurate. TEA reserves the right to terminate this Subaward if the Subrecipient is found to be ineligible to receive payment. If the Subrecipient is found to be ineligible to receive payment and the Subaward is terminated, the Subrecipient is liable to TEA for attorney's fees; the costs necessary to complete the Subaward, including the cost of advertising and awarding a second Subaward; and any other damages or relief provided by law or equity.
- JJ. **Interpretation:** In the case of conflicts arising in the interpretation of wording and/or meaning of various sections, parts, appendices, General Provisions and Assurances, Program-Specific Provisions and Assurances, exhibits, attachments, or other documents, the TEA Subaward and its General Provisions and Assurances, Program-Specific Provisions and Assurances, appendices, Errata, and General and Fiscal Guidelines shall take precedence over all other documents that are a part of this Subaward.
- KK. **Registered Lobbyists:** No state or federal funds transferred to a Subrecipient/Grantee may be used to hire a registered lobbyist.
- LL. **Test Administration and Security:** This Subaward is executed by the Agency subject to assurance by the Subrecipient that it has at all times been and shall remain in full compliance with Title 19, Texas Administrative Code Chapter 101, and all requirements and procedures for maintaining test security specified in any test administration materials in the possession or control of the Subrecipient, or any school, campus, or program operated by the Subrecipient. Notwithstanding any other provision in this Subaward or any other document, this Subaward is void upon notice by the Agency, in its sole discretion, that the Subrecipient or any school, campus, or program operated by the Subrecipient has at any time committed a material violation of Title 19, Texas Administrative Code Chapter 101, or any requirement or procedure for maintaining test security specified in any test administration materials in the possession or control of the Subrecipient, or any school, campus, or program operated by the Subrecipient. Expenditures and/or activities for which the Subrecipient may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from the Agency.
- MM. **Social Security Numbers:** Social security numbers will not be provided by TEA as a part of this agreement. TEA is not requiring or requesting school districts or other Grantees to provide social security numbers as a part of this agreement.
- NN. **Student-Identifying Information:** The Subrecipient agrees that in executing tasks on behalf of TEA, the Subrecipient will not use any student-identifying information in any way that violates the provisions of FERPA and will destroy or return all student-identifying information in accordance with the terms in Section on Confidential Information, FERPA, and Information Security Requirements hereof.
- OO. **Protected Personally Identifiable Information (Protected PII):** The Subrecipient agrees to take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding Agency or pass-through entity designates as sensitive or the non-federal entity considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.
- PP. **Authorized Officials for Grant Payments:** Subrecipient assures that the Grantee Manager and/or Grantee Official, or such person using the Grantee Manager or Grantee Official's credentials, has been authorized by the Subrecipient organization to enter the organization into legally binding agreements for grant payment purposes prior to the Grantee Manager or Grantee Official certifying and submitting expenditure payment

requests in the TEA Expenditure Reporting (ER) System.

- QQ. **Electronic and Information Resources Accessibility Standards:** Any Electronic Information Resources (EIR) produced as part of this agreement must comply with the State of Texas Accessibility requirements as specified in 1 TAC 206, 1 TAC Chapter 213, Federal Section 508 standards, and the WCAG 2.0 AA Accessibility Guidelines. EIR includes webpages, website portals, electronic documents (all formats), multimedia (live and recorded video, audio, and interactive presentations), web applications, online forms, and mobile applications. Websites must have a third-party company evaluate the site for accessibility before accepted by TEA.
- RR. **Load Testing:** The vendor must provide documentation to TEA the application has been load tested. The results in the documentation must meet or exceed the required demands. The vendor must provide a supported service level agreement of uptime per month. The vendor must provide expected recovery time objective (RTO) and recovery point objective (RPO) in the event of major outage.

### **Failed Load Testing**

In its sole judgment, TEA may terminate the agreement for cause if the application fails to meet the criteria for success. In its sole determination, TEA may exercise any, or all, of the following remedies in lieu of termination of this Agreement:

1. The vendor shall be given the opportunity to extend the Load Testing period for up to thirty (30) calendar days to allow the vendor to diagnose and correct performance problems that may be caused by the application or the configuration of the application, or;
2. The vendor shall be given the opportunity to install additional hardware or platform components, at the vendor's sole expense, to meet the performance requirements specified, or;
3. The vendor shall be given up to thirty (30) days following the diagnosis of any problem related to the application to correct, at the vendor's sole expense, the defects in the application, or;
4. At TEA's sole option, TEA will exercise one, or any combination, of the
5. options described above. Should the application fail to successfully complete the Load Test, the application will be deemed to have failed Acceptance and TEA will be entitled to a full refund.

If the selected vendor fails to complete the due performance of the contract in accordance to the terms and conditions, TEA reserves the right either to cancel the contract or to accept performance already made by the selected vendor. In case of termination of contract TEA reserves the right to recover an amount fixed as Liquidated Damages for non-performance.

By signing and submitting the application, or certifying and submitting the eGrants application, the Applicant indicates acceptance of and compliance with all requirements described herein.

## Statutory/Program Assurances

Applicants assure that:

1. The proposed program was developed, and will be carried out, in active collaboration with the schools that participating students attend, including through the sharing of relevant data among the schools, all participants of the eligible entity, and any partnership entities in compliance with applicable laws relating to privacy and confidentiality and in alignment with the challenging state academic standards and any local academic standards.
2. The community has been given notice of an intent to apply and the application and any waiver request will be available for public review after submission of the application.
3. Complete the Title IV, Part B Affirmation of Consultation form with Private Nonprofit School (PNP) Officials and submit the signed Affirmation to *Every Student Succeeds Act (ESSA) Reports* Application, accessible through TEAL on the same date as this grant application. If awarded, Affirmations are due annually on the same date as the 21<sup>st</sup> CCLC continuation application.
4. Take place in a safe facility that is properly equipped and easily accessible.
5. Supervise activities at all times with qualified staff at adult to student ratios of 1:15 or better. If including HIT tutoring in the program, the adult to student ratio will be 1:3.
6. Begin services for students and families no earlier than the grant start date of August 1, 2023 and no later than September 5, 2023, unless specifically approved by TEA.
7. Will target students who primarily attend schools eligible for schoolwide programs under ESEA as amended, Section 1114 and the families of such students.
8. Use funds to increase the level of state, local, and other non-federal funds that would, in the absence of funds under this part, be made available for programs and activities authorized under this part, and in no case, supplant federal, state, local, or non-federal funds.
9. Provide all services at no cost to participants or their families.
10. Comply with the prohibition on generating program income described herein.
11. Comply with TEA orders to cease all or partial grant operations at any center when unsafe conditions are reasonably documented or observed.
12. Comply with limits on contracted services described herein.
13. Intentionally design programs based on the needs and resources of each community learning center and will offer three types of activities: 1) targeted academic support through the use of high-quality instructional materials (HQIM), high-impact tutoring (HIT), and/or school-day aligned academic activities; 2) student interest-based enrichment that is both academic and enriching, including but not limited to; college and career readiness, service learning, physical fitness, health and wellness, and fine arts activities; and 3) family engagement in learning through ongoing activities that connect parents to the school and community.
14. Intentionally design programs in adherence with three key strategies: 1) strong program operations that ensure a safe, supportive, and educationally enriching environment for all students, staff, and families; 2) alignment with the school-day through ongoing collaboration with school-day staff, attendance at professional development, and connections to school-day systems and 3) community partnerships or community engagement that support local needs, grant requirements, and program sustainability.

15. Adhere to the [targeted student and adult family member participation](#) requirements and meet the targeted participation numbers established in the Year 1 award. Applicants acknowledge that proposed amendments that reduce the level of services to below the Year 1 targeted participation numbers will be approved only in extreme or unusual circumstances and that failure to adhere to service targets will result in reduced funding during the subsequent continuation grant period.
16. Adhere to the [program schedule minimum requirements](#). Applicants acknowledge that failure to adhere to minimum requirements may result in reduced funding during the subsequent continuation grant period.
17. Applicants acknowledge that grant funds remaining unexpended at the end of the annual expenditure reporting period will remain with TEA.
18. Implement schedules that encourage consistent participation of students most in need and will not implement schedules that result in rotating student participation by day, restrict attendance on selected days, or alternate attendance days for students.
19. Offer all activities at an approved center or, on a limited and pre-approved basis, at an adjunct site or during an approved field trip. Activities at a non-approved location, such as a feeder school, are unallowable and will not be charged to the grant.
20. Adhere to the following Texas 21<sup>st</sup> Century Student Tracking (TX21st) system data reporting requirements:
  - Grantee Profile, Funding, Contacts, Partner, Center Profiles, Center Contacts, Center Operations, Feeder Schools, Activities, and Schedule data will be entered in August and will be updated as changes in any of the data occur.
  - Center Operations data will be updated at the beginning of each term. Data entered in the system must represent the approved application and operating schedule.
  - Participant and enrollment data will be entered in August or September, depending on the center schedule.
  - Attendance data will be entered at least weekly, and preferably daily.
  - Exception reports and data corrections will be completed and reviewed by the project director.
  - Grantee will coordinate with the school district to collect and enter data required for federal GPRA, including GPA and engagement in learning surveys, school day attendance and grades data into TX21st.
  - Non-public education grantees must have a valid data sharing agreement with the local education agency attended by the students serving, providing for required data collection and addressing Family Education Rights and Privacy Act (FERPA) requirements.
21. Regularly engage a group of stakeholders to serve as the Texas ACE steering committee charged with providing feedback to increase program quality, build community awareness, evaluate program effectiveness, and inform operations and sustainability plans. Membership will be voluntary, diverse, and qualified to support efforts to increase quality and visibility of the program in the community.
22. Participate with TEA and its contractors in conducting state-required activities, including but not limited to program quality and compliance monitoring, statewide evaluation, technical assistance, and training. This includes submitting required data and documents in the format and timeline provided by TEA.

23. Ensure that all required staff positions regularly participate in training and other opportunities offered by the TEA and its contractors. In addition, the grantee will regularly provide program-specific in-person training to center-level staff and will document the content and attendance of training events.
24. Use the Texas ACE logo in all outreach and communication materials and the grantee will comply with Texas ACE branding guidelines.
25. Programs that receive priority points for Statutory Priority 1 – Targeted Services assure that 65% of the students served in the program will attend campuses that are implementing comprehensive support and improvement activities or targeted support and improvement activities under ESEA as amended, Section 1111(d) and/or enroll students who may be at risk for academic failure, dropping out of school, involvement in criminal or delinquent activities, or who lack strong positive role models.
26. Programs that receive priority points for Statutory Priority 2 – Joint Partnerships assure that proposal the is submitted jointly by eligible entities consisting of not less than one LEA receiving funds under Part A of Title I and another eligible entity; and demonstrating that the activities proposed in the application are, as of the date of the submission of the application, not accessible to students who would be served; or would expand accessibility to high-quality services that may be available in the community.
27. Programs that receive priority points for Program Priority 1 - 21st CCLC Program Integration assure the program will be integrated with other TEA initiatives designed to accelerate learning and increase specific academic student outcomes.
28. Programs that receive priority points for Program Priority 2 - Accelerated Learning assure the program will implement supplemental High-Quality Instructional Materials and/or High Impact Tutoring products. A list of currently available products can be found at TEA Available Materials. The plan must demonstrate how the applicant would support centers in successful product implementation, including training and school-day alignment.
29. The applicant provides assurance to adhere to assurances #6-#28, all Statutory Requirements, TEA Program Requirements, and Performance Measures, as noted in the 2023-2024 Nita M. Lowey 21st Century Community Learning Centers (CCLC), Cycle 12, Year 1 Program Guidelines, and shall provide the Texas Education Agency, upon request, any performance data necessary to assess the success of the grant program.

**Regular Board Meeting****6. D. 5.****Meeting Date:** December 13, 2023**Title:** Schools Division Academic and Behavior School West Annual Contracts  
FY24: Navasota ISD (1); Needville ISD (1)**Submitted For:** Charles Ned, Schools**Submitted By:**

Denise Alamos

**Recommended Action:** Accept**HCDE Goal(s):**1. Impact  
education/respond  
to evolving needs  
2. Deliver value  
responsibly  
5. Recruit  
high-quality  
professionals**Additional Resource  
Personnel:** Jonathan Parker, Dr. Charles Ned,  
Dr. Jesus Amezcua, Dr. Edna  
Johnson**Facilities/Technology  
Approval Needed?:** None

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**Information****Posted Agenda Item:****Ratification of Interlocal (revenue) contracts for FY 2024 in the aggregate amount of \$57,750 with ABS West and the following districts:** Navasota ISD for one (1) out of county annual contract in the amount of \$28,875 (\$28,875 each) for the contract period of 10/20/2023 through 06/03/2024, and Needville ISD for one (1) out of county annual contract in the amount of \$28,875 (\$28,875 each) for the contract period of 11/13/2023 through 06/03/2024.**Subject:****Ratification of Interlocal (revenue) contracts for FY 2024 in the aggregate amount of \$57,750 with ABS West and the following districts:** Navasota ISD for one (1) out of county annual contract in the amount of \$28,875 (\$28,875 each) for the contract period of 10/20/2023 through 06/03/2024, and Needville ISD for one (1) out of county annual contract in the amount of \$28,875 (\$28,875 each) for the contract period of 11/13/2023 through 06/03/2024.**Rationale:**

Entity	Description	Contract Period	Total
Navasota ISD	Annual Contract (1) In-County (\$23,800 each)	10/20/2023 - 06/03/2024	\$28,875
Needville ISD	Annual Contract (1) In-County (\$23,800 each)	11/13/2023 - 06/03/2024	\$28,875
<b>Aggregate Amount</b>			<b>\$57,750</b>

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

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**Attachments**

FY24 ABSW\_Annual Contract\_Navasota ISD-1 \$28,875 BA12.13.23

FY24 ABSW\_Annual Contract\_Needville ISD-1 \$28,875 BA12.13.23

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**Form Review**



**Inbox**

Purchasing

Purchasing Director

Assistant Superintendent - Business

Form Started By: Denise Alamos

Final Approval Date: 11/30/2023

**Reviewed By**

Yaritza Roman

Edna Johnson

Jesus Amezcua

**Date**

11/28/2023 04:26 PM

11/28/2023 04:38 PM

11/30/2023

Started On: 11/27/2023 11:07 AM

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

**2023-2024 ANNUAL CONTRACT**

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

1. **Term.** This Contract is for the term of **October 20, 2023, through June 3, 2024**. During said term, HCDE agrees to provide services described herein for **one (1) total: Adaptive Behavior Program/LIFE Skills Program** unit(s) to eligible student(s) with disabilities ("Student(s)") who are residents of the NISD.
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 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 NISD with a monthly statement of student(s) attendance. HCDE agrees to furnish NISD with documentation of restraints within two (2) HCDE school days. HCDE will provide documentation of restraint procedures upon request by NISD.
  - 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 NISD have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by the NISD.
3. **NISD's Responsibilities.**
  - a) NISD 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 NISD and HCDE.
  - b) NISD 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. NISD agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) that may be requested from or obtained by NISD during the term of this Contract. NISD shall provide copies of additional records, including NISD Records, as reasonably requested by HCDE.
  - c) NISD retains the responsibility to report NISD 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 NISD expressly agree that: (1) the services/functions to be provided by HCDE are services/functions for which NISD would otherwise use its own employees; (2) both Parties have been determined to meet the criteria set forth in NISD’s annual notification of FERPA rights for being school officials with legitimate educational interests in the Student Records; (3) NISD is under HCDE’s direct control with respect to NISD’s access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; (4) HCDE is under NISD’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 NISD and recommended for services as described herein. The ARD Committee of NISD has affirmed the classification and approved the recommendation of such contracted services.
- b) HCDE will be available for participation with the NISD ARD Committee in the development of the Individualized Education Plan (IEP). HCDE will update the NISD on the implementation of the IEP at least once per semester. A member of the NISD 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) NISD agrees to invite an HCDE representative as a non-consensus member to any NISD ARD Committee meeting for NISD student(s) placed at ABS West 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 NISD and are considered students of NISD 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 NISD student is provided a free appropriate public education ("FAPE") while receiving services from HCDE. NISD 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 NISD student placed at HCDE, NISD recognizes and acknowledges that HCDE is not the LEA or Recipient for the NISD student and is in no way liable to the student, parent, or NISD under the IDEA, Section 504, or other applicable law.

9. **Invoices and Payment.** In consideration of the services provided herein, NISD agrees to pay HCDE a total amount of **\$28,875**. Total amount is calculated by multiplying the number of units times the annual out-of-county tuition rate (**\$28,875**).

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

- 50% of annual total amount due will be invoiced in **September 2023**
- 50% of annual total amount due will be invoiced in **January 2024**

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

- \$6,700 out-of-county tuition rate times number of ESY students enrolled.
  - 100% of ESY total amount due will be invoiced in **July 2024**
- a) In the event that NISD makes a payment to HCDE with a credit card, NISD 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) NISD 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 NISD \_\_\_\_\_ (federal, state or local) funds. The parents of the student(s) shall not be charged for the services contracted under this Contract.

10. **NISD Liaison.** NISD shall appoint a qualified liaison to communicate on behalf of NISD 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 NISD 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 NISD 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 NISD. If HCDE exercises such termination right, HCDE shall have no obligation to refund to NISD 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 NISD. All Student Records maintained by HCDE during the duration of providing services to the

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

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. NISD 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., Superintendent  
6300 Irvington Boulevard  
Houston, Texas 77022-5618

NISD  
Attention: Dr. Stu Musick, Superintendent  
705 E. Washington Avenue  
Navasota, Texas 77868

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. NISD 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. NISD agrees that HCDE has no responsibility for any conduct of NISD or NISD'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 NISD 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 NISD .

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

11-1-2023  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

For HCDE Office use only: Revenue Account No. 19940060200132 57250001 ABS West





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

**2023-2024 ANNUAL CONTRACT**

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

1. **Term.** This Contract is for the term of **November 13, 2023**, through **June 3, 2024**. During said term, HCDE agrees to provide services described herein for **one (1) total: Adaptive Behavior Program/LIFE Skills Program** unit(s) to eligible student(s) with disabilities ("Student(s)") who are residents of the NISD.
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 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 NISD with a monthly statement of student(s) attendance. HCDE agrees to furnish NISD with documentation of restraints within two (2) HCDE school days. HCDE will provide documentation of restraint procedures upon request by NISD.
  - 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 NISD have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by the NISD.
3. **NISD's Responsibilities.**
  - a) NISD 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 NISD and HCDE.
  - b) NISD 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. NISD agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) that may be requested from or obtained by NISD during the term of this Contract. NISD shall provide copies of additional records, including NISD Records, as reasonably requested by HCDE.
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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 **NISD** expressly agree that: (1) the services/functions to be provided by HCDE are services/functions for which **NISD** would otherwise use its own employees; (2) both Parties have been determined to meet the criteria set forth in **NISD**’s annual notification of FERPA rights for being school officials with legitimate educational interests in the Student Records; (3) **NISD** is under HCDE’s direct control with respect to **NISD**’s access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; (4) HCDE is under **NISD**’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.

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- 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 **NISD** and recommended for services as described herein. The ARD Committee of **NISD** has affirmed the classification and approved the recommendation of such contracted services.
- b) HCDE will be available for participation with the **NISD** ARD Committee in the development of the Individualized Education Plan (IEP). HCDE will update the **NISD** on the implementation of the IEP at least once per semester. A member of the **NISD** 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) **NISD** agrees to invite an HCDE representative as a non-consensus member to any **NISD** ARD Committee meeting for **NISD** student(s) placed at ABS West 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 **NISD** and are considered students of **NISD** 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 **NISD** student is provided a free appropriate public education ("FAPE") while receiving services from HCDE. **NISD** 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 **NISD** student placed at HCDE, **NISD** recognizes and acknowledges that HCDE is not the LEA or Recipient for the **NISD** student and is in no way liable to the student, parent, or **NISD** under the IDEA, Section 504, or other applicable law.

9. **Invoices and Payment.** In consideration of the services provided herein, **NISD** agrees to pay HCDE a total amount of **\$28,875**. Total amount is calculated by multiplying the number of units times the annual out-of-county tuition rate (**\$28,875**).

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

- 50% of annual total amount due will be invoiced in **September 2023**
- 50% of annual total amount due will be invoiced in **January 2024**

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

- \$6,700 out-of-county tuition rate times number of ESY students enrolled.
  - 100% of ESY total amount due will be invoiced in **July 2024**
- a) In the event that **NISD** makes a payment to HCDE with a credit card, **NISD** 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) **NISD** 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 **NISD** \_\_\_\_\_ (federal, state or local) funds. The parents of the student(s) shall not be charged for the services contracted under this Contract.

10. **NISD Liaison.** **NISD** shall appoint a qualified liaison to communicate on behalf of **NISD** 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 **NISD** 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 **NISD** 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 **NISD**. If HCDE exercises such termination right, HCDE shall have no obligation to refund to **NISD** 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 **NISD**. All Student Records maintained by HCDE during the duration of providing services to the

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

- 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. **NISD** 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., Superintendent  
6300 Irvington Boulevard  
Houston, Texas 77022-5618

**NISD**  
Attention: Curtis Rhodes, Superintendent  
16319 Highway 36  
Needville, Texas 77461

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. **NISD** 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. **NISD** agrees that HCDE has no responsibility for any conduct of **NISD** or **NISD'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 NISD 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 NISD .

  
District School Superintendent/Designee

11-13-23  
Date

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

\_\_\_\_\_  
Date

For HCDE Office use only: Revenue Account No. 19940060200132 57250001 **ABS West**

**Regular Board Meeting****6. D. 6.****Meeting Date:** December 13, 2023**Title:** Cycle 11 Year 3 Interlocal Agreement for FY 2024 Houston Independent School District**Submitted For:** Lisa Caruthers, Case for Kids**Submitted By:** Lisa Caruthers  
**HCDE Goal(s):** 2. Deliver value responsibly  
3. Advocate for learners through innovation**Recommended Action:** Ratify**Additional Resource Personnel:** Danielle Bartz, Dr. Lisa Caruthers, Dr. Jesus Amezcua, Dr. Edna Johnson, and Inga Ash**Facilities/Technology Approval Needed?:** None

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

**Ratification of Interlocal (expenditure) contract for FY 2024 CASE for Kids Nita M. Lowey 21st Century Community Learning Center(s) Cycle 11, Year 3 grant, in the aggregate amount of \$45,000 for the period of 08/01/2023 through 07/31/2024 with the following entity:** Houston Independent School District (92 students served) in the amount of \$45,000.

**Subject:**

Ratification

CASE for Kids 21st Century Community Learning Center(s) Cycle 11, Year 3 grant for FY 2024 Interlocal with Houston Independent School District

**Rationale:**

The Texas Education Agency has granted funds for **year three** of a five-year 21st Century Community Learning Centers grant. These funds must be used to implement the five core components of the grant: (1) improve academic performance; (2) improve behavioral outcomes; (3) increase college and career readiness; (4) foster youth leadership; and (5) promote parent involvement. The purpose of this grant is to provide a Texas Education Agency 21st Century Community Learning Center comprehensive afterschool program in the following school district: Chavez High School in Houston ISD for the amount of \$45,000 to serve 92 students.

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**Fiscal Impact****Attachments**

HISD CY11

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**Form Review****Inbox**CASE  
Purchasing  
Purchasing Director  
Assistant Superintendent - Business**Reviewed By**Lisa Caruthers  
Yaritza Roman  
Edna Johnson  
Jesus Amezcua**Date**11/21/2023 09:30 AM  
11/28/2023 12:14 PM  
11/28/2023 03:04 PM  
11/30/2023



**INTERLOCAL CONTRACT  
BETWEEN  
HARRIS COUNTY DEPARTMENT OF EDUCATION  
AND  
HOUSTON INDEPENDENT SCHOOL DISTRICT**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract ("Contract") is entered into by and between Harris County Department of Education ("HCDE") and **Houston Independent School District** ("ISD") for the purpose of providing Nita M. Lowey 21<sup>st</sup> Century Community Learning Centers/Texas ACE **Cycle 11 Year 3** ("afterschool program") at select site(s) within the ISD.

**I. PURPOSE**

The ISD agrees to provide quality after-school programs at the site(s) specified in Exhibit C within the ISD. The ISD agrees to meet the following performance objectives:

- A. Participants will demonstrate educational and social benefits and exhibit positive behavioral changes.
  - 1. By the first and subsequent years of the project, increase the number of students that participate in after-school programs
  - 2. By the end of the project period, increase the overall academic performance of participating students in core skills, including reading, writing, mathematics, science and social studies as measured by formal and informal assessments of skills and abilities.
  - 3. By the end of the project period, increase improvement of participating students' social and conflict resolution skills, as demonstrated by decreased disciplinary referrals in-school and out-of-school suspensions, and increased attendance at the participating schools.
  - 4. Increase participation in the number, variety, and quality of afterschool activities in the ISD.
  - 5. Parents of participating students will demonstrate increased involvement in their child's education as measured by the participation in program family activities, volunteerism at the school, and participation in a Texas ACE Advisory Council.
- B. The ISD will offer a range of high-quality educational, developmental, and recreational service at each specified site ("Center").
  - 1. Core educational services. The Center will offer homework help and academic clubs through Learning Labs to increase academic performance, high quality services in core academic areas, e.g. reading and literacy, mathematics, and science.
  - 2. Enrichment and support activities. The Center will integrate social and emotional Learning (SEL) concepts and strategies in enrichment and support activities such as nutrition and health, art, music, technology, and recreation.

1. College and career readiness activities. The Center will provide college and career exploration and youth leadership opportunities such as Kids' Days career fairs, guest speakers from various fields, and workshops related to House Bill 5 secondary tracks and college application process.
2. Community involvement. The Center will establish and maintain partnerships within the community that continue to increase levels of community collaboration in planning, implementation, and sustaining programs.
3. Services to parents and other adult community members. The Center will offer services to parents and other adult community members and work with the CASE for Kids Site Coordinator and Family Engagement Specialist to implement required parent involvement programming.
4. Extended hours. Each Center will offer services at least 15 hours a week, for a minimum of 5 days per week for a minimum of 34 weeks. For the summer program each Center will offer services for a minimum of six hours per day, four days per week, for a minimum of five weeks. Continuous weeks are not required.

## **I. TERM**

This Contract shall be for the period beginning August 1, 2023 and ending July 31, 2024. Subject to the receipt of sufficient funds from the Texas Education Agency for Nita M. Lowey 21st Century Community Learning Centers by HCDE and HCDE's written approval, this Contract may be renewed for additional year(s).

## **II. PROGRAM DESCRIPTION AND REQUIREMENTS**

The ISD agrees to provide quality after-school programs as set out in the ISD's approved site description(s) and in accordance with the ISD's approved site description(s). A copy of the ISD's approved budget(s) and site description(s) are attached as Exhibit B and Exhibit C and are incorporated by reference into this Contract. The operations listed in the site description(s) are referred to collectively as the "Center Programs."

A. For the afterschool program(s), the ISD agrees to:

1. Begin services for students and families no later than Tuesday, September 5, 2023.
2. Operate a minimum 15 hours per week and communicate district closures with HCDE staff
3. Hire a Quality Assurance Liaison to support the HCDE Site Coordinator and 21<sup>st</sup> CCLC Texas ACE program.
4. Support the HCDE Site Coordinator with supervising activities ensuring an adult to student ratios of 1:15 or better.

1. Assist in the preparation of contracts, financial reports, requisitions, and inventory;
2. Serve as liaison between school staff, community members, and organizations in aligning Center programs with curriculum goals;
3. Organize a record keeping system to monitor Center goals, objectives, budgeting expenditures, and inventory;
4. Participate in ongoing evaluation and modification of the Centers which will measure the achievement of the performance objectives, including, but not limited to, student, parent and teacher surveys, as well as a mandatory campus administration walk-through of programming once per term documented by the completion of the CASE for Kids' Principal assessment tool;
5. Participate in formal and informal site visits throughout the program year to assess program quality and grant compliance;
6. Ensure the targeted total number of individual students participating in the program will attend no less than **45** days of the total scheduled Texas ACE activities;
7. Support efforts to be in compliance with requirements for time served:
  - a. For Grades K-8  
Eligible students who attend 45+ days at 120 minutes per day during the year (fall, spring) or 240 minutes during the summer OR Eligible students who attend 12+ days at 240 minutes per day during the summer program.
  - b. For Grades 9-12  
Eligible students who attend 45+ days or more during the entirety of the school year (fall, spring, and summer). Only days attended for 90 minutes or more are counted toward the total;
8. Increase college and career readiness through the participation in Kids' Day curricula and events or fieldtrips sponsored by HCDE and CASE for Kids;
9. Match grant funds to extend tutoring availability while providing additional teachers to serve students most in need.
10. Assist the HCDE Site Coordinator in the coordination of enrichment activities such as offsite learning experiences, speakers, and educational presentations;
11. Integrate social and emotional learning and positive behavioral systems in enrichment activities to improve behavioral outcomes; while offering a diverse menu of enrichment activities taught by teachers, paraprofessionals and or service providers;
12. Assist with coordinating and implementing all youth leadership activities and initiatives associated with Youth Ambassadors; including students attending local, regional or national conferences that would benefit youth leadership and the Texas ACE program;
13. Confer with prospective students and parents to promote family involvement in student learning during monthly parental activities and allow access to parents on campus to the



CASE for Kids' Family Engagement Specialist who is charged with implementing parent involvement programming;

1. Ensure students meet **at least two** of the following recruitment requirements for student:
    - a. Are considered at-risk and economically disadvantaged students
    - b. Failed one or more classes at the end of the previous school year
    - c. Did not perform at the recommended level on the STAAR test (if applicable)
    - d. Were retained in prior grade levels
    - e. Recommended by teachers and/or counselors with documented behavioral referrals;
  2. Serve as primary liaison with the transportation department in matters relating to students involved in the Center programs;
  3. Support and maintain an advisory council that meets quarterly for each center comprised of parents, students, service providers, community-based organizations, and businesses;
  4. Maintain active participation in the monthly CASE for Kids' Learning Communities, annual training series and all other training required by the Texas Education Agency;
  5. Assist the Principal(s) and Center Coordinators in the selection and utilization of Center service providers as set out in the site description(s);
  6. Assist Center Coordinators in coordinating the Center programs with that of the regular school's instructional programs;
  7. Adhere to program cancellation make up day policies required by Texas Education Agency and CASE for Kids guidelines;
  8. Align program activities to school day curriculum and TEKS objectives using the most updated version of the Texas ACE Activity and Lesson Plan Worksheets provided in the Texas ACE Blueprint;
  9. Seek business and community financial support and other outside sources for funding to sustain the project beyond the grant period;
  10. Ensure compliance with grant term closeout procedures as outlined in the CASE for Kids Close-out Procedures Manual and Texas ACE Prime Blueprint operations manual; retain and maintain documentation of all equipment, materials and supplies purchased with grant funds; and financial documentation, including expenditure reports, invoices, general ledgers
  11. Maintain adherence to the Texas ACE Prime Blueprint guidelines set forth by the Texas Education Agency, CASE for Kids guidelines and district policies;
  12. Provide a minimum of 20% of leveraging funds, including in-kind, to further support the Texas ACE Cycle 11 program.
- B. The ISD agrees to provide after-school programs to students and parents in accordance with its site description(s). The ISD agrees to provide facilities and personnel necessary to operate the after-school program to students, parents, and community members as stated in its site description(s). The ISD will provide the after-school program at the school sites specified in Exhibit C. The ISD agrees that the services/activities for each after-school

program will adhere to those in the most recent grant proposal for the Texas ACE Program submitted by HCDE to the Texas Education Agency.

- C. The ISD further agrees that it will comply with all terms and conditions of the Texas Education Agency grant awarded to HCDE under the Nita M. Lowey 21st Century Community Learning Centers Program (Texas ACE), including the applicable parts of the Education Department General Administrative Regulations (EDGAR) that govern the award and administration of this grant. Those regulations include, but are not limited to, regulations pertaining to reporting, regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Contract, and regulations pertaining to copyrights and rights in data. The ISD certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances hereto and incorporated herein. The ISD further agrees to abide by all of the guidelines developed by HCDE in furtherance of this Contract.
- D. The ISD agrees not to make any expenditure in excess of the budget submitted with the ISD's site description.
- E. For each Center, the ISD agrees to provide Center programs, facilities, and personnel necessary to operate the Center to students, parents and community members in accordance with its site description. The ISD will provide the Center(s) at the school sites specified in Exhibit C. The ISD agrees that the services/activities for each Center will adhere to those in the grant proposal for the Texas ACE Program submitted by HCDE to the Texas Education Agency.
- F. The ISD agrees to receive HCDE's approval at least four weeks prior to making changes to the Center's description(s), including changes to the number or types of services provided; names of contractors or collaborators delivering services; hours of the program(s); the number and ages of children and adults served; dates of holidays; field trips; employee out-of-state travel or any other changes to the site description(s).
- G. The ISD agrees to maintain necessary records and accounts in order to assure that payments received from HCDE have been expended for the Center(s). The ISD agrees to provide these records and other information as required by HCDE. The ISD agrees to retain all required records for three years after HCDE makes final payments to ISDs and all other pending matters are closed. The ISD will submit to HCDE verification of employment status for employees, receipts and invoices for supplies, and copies of contracts for contracted services purchased.
- H. The ISD shall furnish operating reports to designated HCDE representatives on a monthly basis. Such reports may include, but not be limited to: financial reports; eligibility documents; complaints made by students, parents, employees, and other persons; and investigative reports of any kind involving the Center(s), Center programs, or its participants. Any reports or evaluations incidental to this Contract shall be performed only with the prior approval of HCDE. No reports or evaluations shall be released to third parties without the prior written approval of HCDE, unless release is required under the Public Information Act. This reporting

1. will form a part of the regular monthly reporting documentation to HCDE and continue for as long as the ISD receives payments from HCDE under this Contract.
- I. The ISD acknowledges and agrees that it is solely responsible for all costs, wages, expenses, and fees associated with or arising from the operation of the Center(s).
  - J. The ISD agrees to maintain documentation of all equipment, materials and supplies purchased with grant funds; update the CASE for Kids inventory form as need based on purchases received, used or based on conditional change (new, good, fair or poor). The ISD further agrees to The Education Department General Administrative Regulations (EDGAR) 80.32(e) and 80.33(b) that disposition be requested for all equipment and unused supplies acquired under a grant.
  - K. The ISD agrees to cooperate with the evaluation of the Center(s) by designating internal staff to work with the CASE for Kids' external evaluator to implement and monitor the evaluation process, including the ISD's progress in meeting the performance objectives established by the Texas Education Agency for the Nita M. Lowey 21st Century Community Learning Centers, the effect of the Center(s) on participants, and the effectiveness of the Center(s) in meeting the performance objectives established by the Texas Education Agency. The ISD agrees to provide such records as STAAR scores, TAKS scores, grades, Stanford Achievement scores, conduct scores, end of course scores, disciplinary reports, and attendance records for students in the Center programs to HCDE in accordance with the reporting due dates established by TEA. The ISD hereby designates HCDE as a school official with a legitimate educational interest in any student education records provided to HCDE for purposes of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1. § 1232g.
  - L. The ISD agrees to allow HCDE, the Texas Education Agency, the State of Texas Comptroller, or any of their duly authorized representatives to any books, documents, papers, and records relating to the services provided under this Contract for the purpose of making audits, examinations, evaluations, excerpts, and transcriptions.
  - M. The ISD may use the payments from HCDE to create new program(s) or enhance existing program(s), but the payments from HCDE should not replace funding for an existing program(s). In the event that payments from HCDE will be used to expand already existing program(s), the ISD will provide HCDE with detailed documentation of the program(s) including a list of students and adults currently enrolled, attendance since the beginning of the school year (or past six months), and a schedule of activities offered by the program(s) since the beginning of the year. The ISD will also report all sources of funding for the program(s) and the total cost of the program(s) to HCDE.
  - N. The ISD agrees to obtain and assess criminal history record information for each employee or volunteer used in the Center(s) in accordance with applicable law and to use only those persons fit to work with students as determined by applicable law and ISD and HCDE policies.
  - O. ISD agrees that it will comply with the assurances, certifications, and disclosures provided by Texas Education Agency, including the "General Provisions & Assurances," "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier

1. Covered Transactions,” “Lobbying Certification”, “Disclosures of Lobbying Activities”, “Every Student Succeeds Act (ESSA) Provisions and Assurances” and “Program-Specific Provisions & Assurances”, which are attached hereto as Exhibit D and incorporated by reference into this Contract.
- P. The ISD further agrees that it will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protections Agency regulations (40 CFR part 15), and 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 (Pub. L. 94-163, 89 Stat. 871).
- Q. The ISD agrees that the certifications and agreements included in the HCDE Vendor Certification Forms, attached hereto and incorporated by reference in the agreement for all purposes, is true and correct.
- R. The ISD agrees to provide the after-school program to at least the number of students and parents indicated on Exhibit C attached to the Contract. The ISD further agrees that if any time after 1/26/2024, the HCDE CASE for Kids Director determines that there is less than **60%** of the agreed upon students and/or parents in the afterschool program (the numbers on Exhibit C), HCDE may withhold and reserve up to one-third of the budget (Exhibit B of the Contract) that it would have otherwise paid to the ISD and use those funds, in HCDE’s sole discretion, to try to increase student and/or parent participation. The ISD agrees and understands that this will result in receipt by the ISD of up to one-third less funds than the ISD would have received under the Contract as specified in Exhibit B. Upon 2/28/2024, if less than 50% of the budget is not allocated for program expenditures, HCDE reserves the right to reduce the ISD’s operating budget for the spring term and in subsequent grant years, as applicable.

#### **IV. OBLIGATIONS DURING COVID-19 PANDEMIC**

Due to the currently ongoing COVID-19 pandemic, the parties agree that either party may perform its obligations under this Contract virtually and/or remotely, as deemed appropriate by the performing party. The ISD is solely responsible for the provision and cost of all equipment, technology, Internet service/capabilities, networking, and the like required to participate in Nita M. Lowey 21<sup>st</sup> Century CCLC Texas ACE program activities online/remotely.

The ISD is further solely responsible for obtaining any required parental/guardian consent for students to participate in Nita M. Lowey 21<sup>st</sup> Century CCLC Texas ACE program activities online/remotely. HCDE will not be responsible for any costs necessitated or incurred due to online/remote participation.

The parties agree to reasonably cooperate with each other to ensure that the duties, obligations, and rights of both parties under this Contract are timely fulfilled, to the maximum extent possible, while also taking into account the health and safety of each party’s employees, officers, agents, representatives, and students. The parties encourage social distancing as a measure intended to minimize the spread of disease in response to the current health situation.

## **V. COMPENSATION AND FUNDING**

Subject to the following paragraphs, HCDE will pay the ISD in an amount not to exceed:

- \$45,000.00 for providing the Center in accordance with Section III and this Contract at Chavez High School.

The ISD must submit an itemized monthly statement detailing expenses with supporting documentation for the Center(s) in order to receive payment of these expenses. HCDE will pay the ISD within 60 days of receiving sufficient funds as described below. Only invoices for allowable expenses, per grant fiscal guidelines, incurred during the term of this Contract will be paid by HCDE. The ISD waives any statutory right to interest the ISD may have under Chapter 2251 of the Texas Government Code. The ISD may be eligible for a prorated amount, in HCDE's sole discretion, if the ISD is unable to maintain its Center(s) in accordance with the site description. Included in these requirements are: the number of Centers in the ISD where the Center programs are provided; the number of students and adults served in the ISD by the Center programs; and fulfillment of the total number of days of providing service. It is expected that the Center will expend a minimum of 90% of the total grant award outlined herein. The ISD agrees that if any time after 2/28/2024, the HCDE CASE for Kids Director determines that the ISD does not have a realistic action plan to expend at least 90% of the grant award amount, HCDE may withhold and reserve up to one-third of the budget (Exhibit B) that would have been otherwise paid to the ISD and use those funds, in HCDE's sole discretion, to allocate allowable expenses to support the afterschool program/Center, in accordance with the grant fiscal guidelines and procedures. HCDE will notify the ISD at least two weeks prior to re-allocation/withholding of funds from the ISD in support of the afterschool program/Center.

The ISD acknowledges that federal funds will be used to pay for all or a portion of funds due under this Contract and that this Contract is only effective upon receipt of the Notice of Grant Award ("NOGA") and actual funding by HCDE from the awarding agency. As such, if HCDE does not receive sufficient funding for the obligations provided in this Contract, HCDE may terminate this Contract without penalty or further obligation to the ISD, at any time upon written notice to the ISD. The expenses incurred in accordance with this Contract shall be wholly funded by the Texas ACE Program. In the event that any payment(s) to ISD under this Contract are subsequently disallowed by the awarding agency or affiliated entity or in the event that HCDE is required to refund any funding received from the awarding agency, affiliated entity, or other granting agency relating to this Contract, to the maximum extent permitted by applicable law, the ISD 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 the ISD under this Contract.

The ISD and HCDE agree that, in accordance with Section 791.011, each party paying for the performance of governmental functions and/or services must make those payments from current revenues available to the paying party, and payment must be in an amount that fairly compensates the performing party for the services and/or functions performed under the Contract.

## **VI. PIGGYBACKING ON HCDE-PROCURED CONTRACTS**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, the ISD may, in its discretion, enter into separate and independent contracts with CASE Afterschool and Summer Direct Service Providers, procured by HCDE in accordance with Section 44.031 of the Texas Education Code, that employ the same negotiated terms and conditions contained in an existing contract(s) between HCDE and the Direct Service Provider.

If the ISD elects to piggyback off of one of HCDE's contracts with CASE for Kids for Youth Services for Afterschool and Summer, the ISD shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to the ISD for use of HCDE contracts with Direct Service Providers. The ISD shall make payments directly to vendors/Direct Service Providers. The ISD shall be responsible for ordering, inspecting, and accepting the goods and services purchased by utilizing one of HCDE's contracts with Direct Service Providers. The ISD 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 the ISD and the vendor. HCDE is not responsible or liable for the performance of any vendor used by the ISD as a result of this Agreement or the ISD's piggybacking off of one of HCDE's contracts with Direct Service Providers.

## **VII. RELATIONSHIP**

It is understood and agreed that the ISD is an independent contractor. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between HCDE and any employee or agent of the ISD. The Contract does not create a joint venture or business partnership under Texas law.

The ISD is solely responsible for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), insurance, worker's compensation, and disability benefits and like requirements and obligations of ISD employees, agents, volunteers, and representatives. The ISD agrees that HCDE has no responsibility for any conduct of any ISD employee, agent, volunteer, or representative.

## **VIII. TERMINATION**

This Contract may be terminated by either party without cause with thirty (30) days advance written notice. HCDE may by written notice at any time terminate this Contract if the ISD fails to comply with a provision of this Contract. HCDE may also terminate this Contract as provided in Section IV.

## **IX. AUTHORIZATION**

Each party acknowledges that this Contract has been authorized by the governing body of each party to the Contract.

## **X. NOTICE**

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

Harris County Department of Education  
Attention: James Colbert Jr. County  
School Superintendent  
6300 Irvington Blvd.  
Houston, Texas 77022

Attention: Mr. F. Mike Miles  
Houston Independent School District  
4400 West 18th St.  
Houston, Texas 77092

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.

#### **XI. GOVERNING LAW**

This Contract shall be governed by and construed in accordance with the laws of the State of Texas.

#### **XII. VENUE**

The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Contract shall be in Harris County, Texas.

#### **XIII. ENTIRE AGREEMENT**

This Contract, Exhibit B, Exhibit C and Exhibit D represents the entire and exclusive agreement between the parties thereto and replaces in their entirety any previous agreements, written or oral.

#### **XIV. AMENDMENT**

This Contract may be amended only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this Contract.

#### **XV. ASSIGNMENT**

Neither this Contract nor any duties or obligations under it shall be assignable by the ISD without the prior written acknowledgment and authorization of HCDE.

#### **XVI. 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.

**XVII. BENEFIT FOR SIGNATORY PARTIES ONLY**

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 hereto.

**XVIII. IMMUNITIES**

Nothing in this Contract waives or alters any immunities provided either of the parties, their employees, officers, or agents, under Texas or federal law.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ the Year 2023.

By:

\_\_\_\_\_  
James Colbert, Jr.  
County School Superintendent  
Harris County Department of Education

By:

\_\_\_\_\_  
Mr. F. Mike Miles  
Superintendent  
Houston Independent School District



## Exhibit B

### Houston ISD: Chavez High School

CASE for Kids 21st Century Community Learning Centers Texas ACE  
Cycle 11, Year 3 Budget

#### Personnel -- 6100

Quality Assurance Liaison	\$ 10,000
School Year Certified Teachers	\$ 20,250
Summer Certified Teachers	\$ 3,000
School Year Para-professionals	\$ 5,000
Summer Para-professionals	\$ -
School Year Staff	\$ -
Summer Staff	\$ -
<b>Payroll</b>	<b>\$ 38,250</b>
<b>Fringe Benefits</b>	<b>\$ 6,750</b>
<b>Total Payroll Costs 6100</b>	<b>\$ 45,000</b>

#### Materials & Supplies -- 6300

Family Engagement Supplies	\$ -
Program Consumable Supplies	\$ -
<b>Total Materials &amp; Supplies 6300</b>	<b>\$ -</b>

#### Other Operating Costs -- 6400

Student Transportation for School Year Program	\$ -
Student Transportation for Summer Program	\$ -
Field Trip Transportation	\$ -
Field Trip Admission Cost	\$ -
Snacks for Family Engagement	\$ -
<b>Total Other Operating Costs 6400</b>	<b>\$ -</b>

<b>Total:</b>	<b>\$ 45,000</b>
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# Exhibit C

Nita M. Lowey 21<sup>st</sup> CCLC Cycle 11 Year 3

Texas ACE Center Operations Schedule (one per center)								Program Year 2023-2024				
Grantee will enter information for the approved Center. Center information should be entered in the same order as included in the approved application.												
Center 8	9 Digit campus ID #	Name of Center/Feeder School, Physical Address, City, ZIP						Grade Levels Served	"Regular" Student Target	Parent/Legal Guardian Target		
Center	101912027	Chavez High School 8501 Howard Dr, Houston, 77017						9-12	92	40		
Feeder												
Feeder												
Feeder												
Program Operations				Start Date (MM/DD/YY):				End Date (MM/DD/YY):		Total Weeks		
Summer Term Jump Start (Must be approved in NOGA)												
Intersession (if applicable)												
Fall Term				09/05/2023				12/08/2023		12		
Spring Term				01/08/2024				05/17/2024		17		
Summer Term				06/03/2024				07/05/2024		5		
Total number of weeks: (must meet or exceed original Year 1 weeks)										34		
Center Schedule												
Day of the Week	Fall Term				Spring Term				Summer Term			
	AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End
Monday	7:00	8:30	4:15	6:15	7:00	8:30	4:15	6:15	8:00			2:00
Tuesday	7:00	8:30	4:15	6:15	7:00	8:30	4:15	6:15	8:00			2:00
Wednesday	7:00	8:30	4:15	6:15	7:00	8:30	4:15	6:15	8:00			2:00
Thursday	7:00	8:30	4:15	6:15	7:00	8:30	4:15	6:15	8:00			2:00
Friday	7:00	8:30	4:15	6:15	7:00	8:30	4:15	6:15				
Saturday												
Sunday												
Total Hours Per Week:	17.5				17.5				24			
Adjunct Sites, If applicable (site name and full address)												

Statement of provisions and assurances for the program(s) in this Application:

A. **Terms defined:** As used in these Provisions and Assurances,

1. *Subaward*: An award provided by a pass-through entity to a Subrecipient for the Subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A Subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract (2 CFR 200.92)
2. *Agency or TEA*: The Texas Education Agency
3. *Subrecipient*: A non-Federal entity that receives a Subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal awards directly from a Federal awarding Agency (2 CFR 200.93)
4. *Program Manager*: The person representing the Agency or the Subrecipient, as indicated by the Subaward, for the purposes of administering the Subaward Project
5. *Subaward Project*: The purpose intended to be achieved through the Subaward of which these provisions and assurances are a part
6. *Applicant*: The same as Subrecipient
7. *SAS*: The Standard Application System of which the Application document is a part
8. *Application*: The entire package submitted by the Applicant, including the required schedules contained in the Application.
9. *Amendment*: An Application that is revised in budget categories and/or in program activities. The original Application and any previous Amendments are incorporated by reference.
10. *Works*: All tangible or intangible material, products, ideas, documents, or Works of authorship prepared or created by the Subrecipient for or on behalf of TEA at any time after the beginning date of the Subaward (Works includes but is not limited to computer software, data, information, images, illustrations, designs, graphics, drawings, educational materials, assessment forms, testing materials, logos, trademarks, patentable materials, etc.)
11. *Intellectual Property Rights*: The worldwide intangible legal rights or interests evidenced by or embodied in: (a) any idea, design, concept, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (b) any work of authorship, including any copyrights, moral rights, or neighboring rights; (c) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (d) domain name registrations; and (e) any other similar rights. The Intellectual Property Rights of a party include all worldwide intangible legal rights or interests that the party may have acquired by assignment or license with the right to Grant sublicenses.
12. *Grant*: The same as Subaward
13. *Grantee*: The same as Subrecipient
14. *Grantor*: The same as Agency
15. *DCC*: The Document Control Center of the Agency
16. *Capital Assets*: Tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with Generally Accepted Accounting Principles (GAAP). Capital Assets include: (a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or

through capital leases; and (b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to Capital Assets that materially increase their value or useful life (not ordinary repairs and maintenance).(2 CFR 200.12). If the Subrecipient purchases Capital Assets (furniture and/or equipment) with Subaward funds to accomplish the objective(s) of the project, title will remain with the Subrecipient for the period of the Subaward. The Agency reserves the right to transfer Capital Assets for Subrecipient noncompliance during the Subaward period or as needed after the ending date of the Subaward. This provision applies to any and all furniture and/or equipment regardless of unit price and how the item is classified in the Subrecipient's accounting record.

17. *Capital Expenditures*: Expenditures to acquire Capital Assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to Capital Assets that materially increase their value or useful life. (2 CFR 200.13)
18. *Protected Personally Identifiable Information (PII)*: An individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed (2 CFR 200.82)

- B. **Contingency:** The agreement represented by this Subaward is executed by the Agency subject to the availability of funds appropriated by legislative act for the purposes stated. All Amendments and/or extensions or subsequent Subaward agreements entered into for the same or continued purposes are executed contingent upon the availability of appropriated funds. Notwithstanding any other provision in this Subaward agreement or any other document, this Subaward agreement is void upon appropriated funds becoming unavailable. In addition, this Subaward agreement may be terminated by the Agency at any time for any reason upon notice to the Subrecipient. Expenditures and/or activities for which the Subrecipient may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from the Agency. This Subaward agreement may be extended or otherwise amended only by formal written Amendment properly executed by both the Agency and the Subrecipient. No other agreement, written or oral, purporting to alter or amend this Subaward shall be valid.
- C. **Subrecipient's Application:** Furnished to the Agency in response to a request for Application, is incorporated in this Subaward by reference for all necessary purposes. It is specifically provided; however, that the provisions of this Subaward shall prevail in all cases of conflict arising from the terms of the Subrecipient's Application whether such Application is a written part of this Subaward or is attached as a separate document.
- D. **Requirements, Terms, Conditions, and Assurances:** Stated in the Request for Application, in response to which the Applicant is submitting this Application, and are incorporated herein by reference for all purposes. The instructions to the Standard Application System, as well as the General and Fiscal Guidelines and Program Guidelines, are incorporated herein by reference.
- E. **Signature Authority; Final Expression; Superseding Document:** The Applicant certifies that the person signing or certifying and submitting this Application has been properly delegated this authority. The Subaward represents the final and complete expression of the terms of agreement between the parties. The Subaward supersedes any previous understandings or negotiations between the parties. Any representations, oral statements, promises, or warranties that differ from the Subaward shall have no force or effect. The Subaward may be modified, amended, or extended only by formal written Amendment properly executed by both TEA and the Subrecipient.
- F. **State of Texas Laws:** In the conduct of the Subaward Project, the Subrecipient shall be subject to Texas State Board of Education and Commissioner rules pertaining to this Subaward and the Subaward Project

and to the laws of the State of Texas governing this Subaward and the Subaward Project. This Subaward constitutes the entire agreement between the Agency and the Subrecipient for the accomplishment of the Subaward Project. This Subaward shall be interpreted according to the laws of the State of Texas except as may be otherwise provided for in this Subaward.

- G. **Monitoring:** Desk reviews, on-site monitoring reviews, arranging for agreed-upon-procedures engagements, and training and technical assistance on program-related matters may be conducted by the Agency to determine compliance with the approved Application and the applicable statute(s), law(s), regulations, and guidelines.  
TEA conducts federal fiscal Grant Subrecipient monitoring and compliance reviews, and implements related remedies for noncompliance, in accordance with its established policies and procedures. These policies and procedures incorporate best practices and standards that may be similar to common auditing standards, but the Agency does not apply a specific set of external standards, such as the US Government Accountability Office's Generally Accepted Government Auditing Standards (Yellow Book), nor is it required to do so.
- H. **Specific Conditions:** If TEA identifies, in its sole determination, a grantee as posing a level of risk identified by the agency's risk criteria, the grantee has a history of failure to comply with the terms and conditions of the grant award, the grantee fails to meet performance goals, or is not otherwise responsible then TEA may impose additional specific award conditions on any grant award. (2 CFR 200.207).  
Specific conditions may include 1) requiring payments as reimbursements rather than advance payments, 2) withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given performance period, 3) requiring additional, more detailed, financial reports, 4) requiring additional project monitoring, 5) requiring technical or management assistance, or 6) establishing additional prior approvals.  
TEA may, in appropriate circumstances, designate the specific conditions established under 2 CFR 200.207 as "high-risk conditions" and designate a non-federal entity subject to specific conditions established under 200.207 as a high-risk Grantee. (2 CFR 3474.10)
- I. **Notification of Specific Conditions:** Upon placing a specific condition or high-risk Grantee identification, TEA must notify the Grantee of 1) the nature of the additional requirements, 2) the reason for the additional requirements, 3) the action needed to remove the additional requirement, if applicable, 4) the timeline for completing the additional requirements, and 5) the method for requesting reconsideration of the additional requirements being imposed. Any specific conditions must be promptly removed once the deficiency has been corrected. (2 CFR 200.207)
- J. **Remedies for Noncompliance:** If TEA determines that noncompliance cannot be corrected by imposing the specific conditions, TEA may take one or more of the following remedies for noncompliance actions, as appropriate in the circumstances. 1) temporarily withhold cash payments pending correction of the deficiency, 2) disallow all or part of an activity or action not in compliance, 3) wholly or partly suspend or terminate the grant award, 4) initiate suspension or disbarment proceedings under 2 CFR 180, 5) withhold further grant awards for the project, or 6) take other remedies that may be legally available. (2 CFR 200.338)
- K. **Notification of Remedies for Noncompliance and Opportunity for Hearing:** Upon taking any remedy for non-compliance, TEA must provide the Subrecipient an opportunity to object and provide information and documentation challenging the suspension or termination action. (2 CFR 200.341)
- L. **Subaward Cancellation, etc.:** If this Subaward is canceled, terminated, or suspended by the Agency prior to its expiration date, the reasonable monetary value of services properly performed by the Subrecipient pursuant to this Subaward prior to such cancellation, termination, or suspension shall be determined by the Agency and paid to the Subrecipient as soon as reasonably possible.
- M. **Indemnification:** The Subrecipient, to the extent permitted by law, shall hold the Agency harmless from

and shall indemnify the Agency against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising from, or in connection with, any acts of the Subrecipient, its agents, employees, and subcontractors, done in the conduct of the Subaward Project.

- N. **Encumbrances/Obligations and Liquidations:** All encumbrances/obligations shall occur on or between the beginning and ending dates of the Subaward unless pre-award costs are expressly permitted for the individual Grant program. In general, goods or services delivered near the end of the Grant period may be viewed by TEA as not necessary to accomplish the objectives of the current Grant program; however, TEA will evaluate such expenditures on a case-by-case basis. A TEA monitor or an auditor may disallow those expenditures if the Grantee is unable to (1) document the need for the expenditures, (2) demonstrate that program beneficiaries receive benefit from the late expenditures, or (3) negate the appearance of "stockpiling" supplies or equipment. The Subrecipient must receive the benefit and liquidate (record as an expenditure) all obligations incurred under the Subaward no later than the revised final expenditure report due date. An encumbrance cannot be considered an expenditure or accounts payable until the goods have been received and the services have been rendered. Obligations that are liquidated and recognized as expenditures must meet the allowable cost principles in 2 CFR Part 200 of EDGAR (as applicable) and program rules, regulations, and guidelines contained elsewhere. This provision applies to all Grant programs, including state and federal, discretionary and formula.
- O. **Financial Management and Accounting:** The Subrecipient assures it will maintain a financial management system that provides for the following: (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the Federal Agency, and name of the pass-through entity, if any. (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in 2 CFR 200.327 Financial reporting and 200.328 Monitoring and reporting program performance. If a Federal awarding Agency requires reporting on an accrual basis from a recipient that maintains its records on other than an accrual basis, the recipient must not be required to establish an accrual accounting system. This recipient may develop accrual data for its reports on the basis of an analysis of the documentation on hand. Similarly, a pass-through entity must not require a Subrecipient to establish an accrual accounting system and must allow the Subrecipient to develop accrual data for its reports on the basis of an analysis of the documentation on hand. (3) Records that identify adequately the source and Application of funds for federally- funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation. (4) Effective control over, and accountability for, all funds, property, and other assets. The non- Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes. See 2 CFR §200.303 Internal controls. (5) Comparison of expenditures with budget amounts for each Federal award. (6) Written procedures to implement the requirements of 2 CFR 200.305 Payment. (7) Written procedures for determining the allowability of costs in accordance with Subpart E—Cost Principles of this part and the terms and conditions of the Federal award. (2 CFR 200.302(b)(7)).  
Public school districts, open-enrollment charter schools, and regional education service centers in Texas must comply with the accounting requirements in the Financial Accounting and Reporting (FAR) module of the *Financial Accountability System Resource Guide*, Texas Education Agency.
- P. **Expenditure Reports:** The Subrecipient shall submit expenditure reports in the time and manner requested by the Agency and in accordance with the critical events calendar for the Grant accessible from the TEA Grant Opportunities page which is incorporated by reference.
- Q. **Refunds Due to TEA:** If the Agency, or Subrecipient, determines that the Agency is due a refund of money paid to the Subrecipient pursuant to this Subaward, the Subrecipient shall pay the money due to the Agency within 30 days of the Subrecipient's receipt of written notice that such money is due to the

Agency. If the Subrecipient fails to make timely payment, the Agency may obtain such money from the Subrecipient by any means permitted by law, including but not limited to offset, counterclaim, cancellation, termination, suspension, total withholding, and/or disapproval of all or any subsequent Applications for said funds.

- R. **Records Retention:** Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of five years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding Agency or pass-through entity in the case of a Subrecipient (GEPA 81.31(c)). The Subrecipient understands that acceptance of funds under this Subaward acts as acceptance of the authority of the State Auditor's office, or any successor Agency, to conduct an audit or investigation in connection with those funds. The Subrecipient further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. The Subrecipient will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Subrecipient and the requirements to cooperate is included in any subcontract it awards.
- S. **Time and Effort Recordkeeping:** For those personnel whose salaries are prorated between or among different funding sources or used as matching/cost sharing to a federal Grant, time and effort records will be maintained by Applicant that will confirm the services provided within each funding source. Applicant must adjust payroll records and expenditures based on this documentation. This requirement applies to all projects, regardless of funding source, unless otherwise specified. For federally funded projects, time and effort records must be in accordance with the requirements in 2 CFR 200.430(i) of EDGAR, as applicable.
- T. **Forms, Assurances, and Reports:** The Subrecipient shall in a timely manner make and file with the proper authorities all forms, assurances, and reports required by federal laws and regulations. The Agency shall be responsible for reporting to the proper authorities any failure by the Subrecipient to comply with the foregoing laws and regulations coming to the Agency's attention, and may deny payment or recover payments made by the Agency to the Subrecipient in the event of the Subrecipient's failure to comply.
- U. **Intellectual Property Ownership:** The Subrecipient agrees that all Works are, upon creation, Works made for hire and the sole property of TEA. If the Works are, under applicable law, not considered Works made for hire, the Subrecipient hereby assigns to TEA all worldwide ownership of all rights, including the Intellectual Property Rights, in the Works, without the necessity of any further consideration, and TEA can obtain and hold in its own name all such rights to the Works. The Subrecipient agrees to maintain written agreements with all officers, directors, employees, agents, representatives, and subcontractors engaged by the Subrecipient for the Subaward Project, Granting the Subrecipient rights sufficient to support the performance and Grant of rights to TEA by the Subrecipient. Copies of such agreements shall be provided to TEA promptly upon request.
- The Subrecipient warrants that (i) it has the authority to Grant the rights herein Granted; (ii) it has not assigned or transferred any right, title, or interest to the Works or Intellectual Property Rights that would conflict with its obligations under the Subaward, and the Subrecipient will not enter into any such agreements; and (iii) the Works will be original and will not infringe any Intellectual Property Rights of any other person or entity. These warranties will survive the termination of the Subaward. If any preexisting rights are embodied in the Works, the Subrecipient Grants to TEA the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative Works based upon such preexisting rights and any derivative Works thereof; and (ii) authorize others to do any or all of the foregoing. The Subrecipient agrees to notify TEA on delivery of the Works if they include any such preexisting rights. On request, the Subrecipient will provide TEA with documentation indicating a third party's written approval for the Subrecipient to use any preexisting rights

that may be embodied or reflected in the Works.

**For School Districts, ESCs, Nonprofit, and For Profit Organizations:** The foregoing Intellectual Property Ownership provisions apply to any school districts, ESCs, nonprofit organizations, and their employees, agents, representatives, consultants, and subcontractors. If a school district, ESC, or nonprofit organization or any of its subcontractor(s) wish to obtain a license agreement to use, advertise, offer for sale, sell, distribute, publicly display, publicly perform or reproduce the Works, or make derivative Works from the Works, then express written permission must first be obtained from the TEA Copyright Office.

**For Colleges and Universities:** The foregoing Intellectual Property Ownership provisions apply to any colleges and universities and their employees, agents, representatives, consultants, and subcontractors; provided, that for all Works and derivative Works created or conceived by colleges or universities under the Subaward, they are Granted a non-exclusive, non-transferable, royalty-free license to use the Works for their own academic and educational purposes only. The license for academic and educational purposes specifically excludes advertising, offering for sale, selling, distributing, publicly displaying, publicly performing, or reproducing the Works, or making derivative Works from the Works that are created or conceived under this Subaward; and colleges and universities and their employees, agents, representatives, consultants, and subcontractors are prohibited from engaging in these uses and activities with regard to the Works unless the prior express written permission of the TEA Copyright Office is obtained.

- V. **Unfair Business Practices:** By signing this Subaward, the Subrecipient, if other than a state Agency, certifies that the Subrecipient, within the preceding 12 months, has not been found guilty, in a judicial or state Agency administrative proceeding, of unfair business practices. The Subrecipient, if other than a state Agency, also certifies that no officer of its company has, within the preceding 12 months, served as an officer in another company which has been found, in a judicial or state Agency administrative proceeding, to be guilty of unfair business practices.  
The Subrecipient, whether a state Agency or not a state Agency, certifies that no funds provided under this Subaward shall be used to purchase supplies, equipment, or services from any companies found to be guilty of unfair business practices within 12 months from the determination of guilt.
- W. **Subcontracting:** The Subrecipient shall not assign or subcontract any of its rights or responsibilities under this Subaward, except as may be otherwise provided for in this Application, without prior formal written approval Granted as an Amendment to this Subaward properly executed by both the Agency and the Subrecipient.
- X. **Use of Consultants:** Notwithstanding any other provision of this Application, Applicant shall not use or pay any consultant in the conduct of this Application if the services to be rendered by any such consultant can be provided by Applicant's employees.
- Y. **Disposition of Equipment and Supplies:** If Capital Expenditures are used to purchase Capital Assets, the Subrecipient must request disposition instructions from the Agency before disposing of the equipment and/or supplies. Disposition will be made in accordance with 2 CFR 200.313 and 200.314 as applicable.
- Z. **Agency Property (Terms):** In the event of loss, damage, or destruction of any property owned by or loaned by the Agency while in the custody or control of the Subrecipient, its employees, agents, consultants, or subcontractors, the Subrecipient shall indemnify the Agency and pay to the Agency the full value of or the full cost of repair or replacement of such property, whichever is the greater, within 30 days of the Subrecipient's receipt of written notice of the Agency's determination of the amount due. This provision applies whether the property is developed or purchased by the Subrecipient pursuant to this Subaward or is provided by the Agency to the Subrecipient for use in the Subaward Project. If the Subrecipient fails to make timely payment, the Agency may obtain such money from the Subrecipient by any means permitted by law, including but not limited to offset or counterclaim against any money otherwise due to the Subrecipient by the Agency.



- AA. **Travel Costs:** Amounts authorized for maximum recovery for travel costs against any state or federal funding source are restricted to those amounts which are approved in the State of Texas appropriations bill in effect for the particular obligation. Any amount over this limit must come from local funding sources. Applicant must recover funds at a lesser rate if local policy amounts are less than the maximum allowed by the state. Out-of-state travel may not exceed the federal government rate for the locale. Reimbursement of travel costs is based on actual expenses. Travel allowances are unallowable.
- BB. **Funds for Religious Worship, Instruction:** No funds will be used to pay for religious worship, instruction, or proselytization, or for any equipment or supplies for such, or for any construction, remodeling, repair, operation, or maintenance of any facility or part of a facility to be used for religious worship, instruction, or proselytization (34 CFR 76.532)
- CC. **Disclosure of Gifts and Campaign Contributions:** The Grantee shall file disclosures of gifts and campaign contributions as required by State Board of Education Operating Rule 4.3, which is incorporated as if set out in full. The Grantee has a continuing obligation to make disclosures through the term of the Subaward. Failure to comply with State Board of Education Operating Rule 4.3 is grounds for canceling the Subaward agreement.
- DD. **Submission of Audit Reports to TEA:** Grantees agree to submit audit report(s) consistent with the requirements of 2 CFR Part 200, Subpart F of EDGAR, including the reporting package described in 200.512, to the Federal Audit Clearinghouse (FAC). Also by section 44.008 of the Texas Education Code (TEC), Grantees also agree to submit audit reports to TEA Financial Compliance Division in the time and manner requested by the Agency.
- Grantees that expend \$750,000 or more during the entity's fiscal year in Federal awards must have a single audit conducted in accordance with 200.501 Audit requirements, except when it elects to have a program-specific audit conducted in accordance with paragraph of that section. Grantees agree to submit a copy of such audits to TEA when the schedule of findings and questioned costs disclose audit findings relating to any federal awards provided by TEA. A copy of such audits shall also be submitted to TEA if the summary schedule of prior audit findings reported the status of any audit findings relating to any federal awards provided by TEA.
- EE. **Federal Rules, Laws, and Regulations That Apply to All Federal Programs:** The Subrecipient shall be subject to and shall abide by all federal laws, rules, and regulations pertaining to the Subaward Project, including but not limited to:
1. **Americans With Disabilities Act**, Public Law (P.L.) 101-336, 42 United States Code (USC) section 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64.
  2. **Title VI of the Civil Rights Act of 1964**, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 CFR Part 100.
  3. **Title IX of the Education Amendments of 1972**, as amended (prohibition of sex discrimination in educational institutions) and the regulations effectuating its provisions contained in 34 CFR Part 106, if the Subrecipient is an educational institution.
  4. **Section 504 of the Rehabilitation Act of 1973**, as amended (nondiscrimination on the basis of handicapping condition), and the regulations effectuating its provisions contained in 34 CFR Parts 104 and 105.
  5. **Age Discrimination Act of 1975**, as amended (prohibition of discrimination on basis of age), and any regulations issued thereunder, including the provisions contained in 34 CFR Part 110.
  6. **Family Educational Rights and Privacy Act (FERPA) of 1975**, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including **Privacy Rights of Parents and Students** (34 CFR Part 99), if the Subrecipient is an educational institution (20 USC 1232g).

7. Section 509 of H.R. 5233 as incorporated by reference in P.L. 99-500 and P.L. 99-591 **(prohibition against the use of federal Grant funds to influence legislation pending before Congress).**
8. **Pro-Children Act of 2001**, which states that no person shall permit smoking within any indoor facility owned or leased or contracted and utilized for the provision of routine or regular kindergarten, elementary, or secondary education or library services to children (ESSA, Title VIII, Part F, subpart 5). In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services (ESSA, Title VIII, Part F, subpart 5). Any failure to comply with a prohibition in this Act shall be considered to be a violation of this Act and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (ESSA, Title VIII, Part F, subpart 5).
9. **Fair Labor Standards Act (29 USC 207), Davis Bacon Act (40 USC 276[a]), and Contract Work Hours and Safety Standards Act (40 USC 327 et seq.)**, as applicable, and their implementing regulations in 29 CFR 500-899; 29 CFR Parts 1, 3, 5, and 7; and 29 CFR Parts 5 and 1926, respectively.
10. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103-382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and General Education Provisions Act, as amended.
11. **Prohibition of Text Messaging and Emailing while Driving during Official Federal Grant Business:** Personnel funded from federal Grants and their subcontractors and Subgrantee are prohibited from text messaging while driving an organization-owned vehicle, or while driving their own privately owned vehicle during official Grant business, or from using organization-supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009 (pursuant to provisions attached to federal Grants funded by the US Department of Education).
12. **Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104[g]):** In accordance with 2 CFR 175, this award may unilaterally be terminated, without penalty, if Subrecipient or an employee of Subrecipient violates any of the applicable prohibitions of this award term through conduct that is either associated with performance under this award or imputed to Subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR 85.630. Subrecipient and Subrecipient's employees may not i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; ii) Procure a commercial sex act during the period of time the award is in effect; or iii) Use forced labor in the performance of the award or Subaward under the award. Subrecipient must inform the proper authorities and Agency immediately of any information it receives from any source alleging a violation of the applicable prohibitions of this award term. In addition to all other remedies for noncompliance that are available to the Agency under this award, Subrecipient must include the requirements of this provision in any Subaward made to a private entity.

**FF. Federal Regulations Applicable to All Federal Programs:**

A complete description of the federal regulations that apply to federal education grant awards may be found on USDE's EDGAR website at <http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>.

**GG. General Education Provisions Act (GEPA), As Amended, Applicable to All Federal Programs Funded or Administered through or by the US Department of Education:**

The general Application submitted by a local educational Agency shall set forth these assurances:

1. **Applicability:** That the local educational Agency will administer each program covered by the Application in accordance with all applicable statutes, regulations, program plans, and Applications (20 USC 1232(e));
2. **Public Agency Control:** That the control of funds provided to the local educational Agency under each program, and title to property acquired with those funds, will be in a public Agency and that a public Agency will administer those funds and property (20 USC 1232(e));
3. **Sound Accounting:** That the local educational Agency will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, Federal funds paid to that Agency under each program (20 USC 1232(e));
4. **Access to Records:** That the local educational Agency will make reports to TEA and to the Secretary of Education as may reasonably be necessary to enable TEA and the Secretary to perform their duties and that the local educational Agency will maintain such records, including the records required under 20 USC 1232(f), Education Records, and provide access to those records, as TEA or the Secretary deem necessary to perform their duties (20 USC 1232(e));
5. **Participation in Planning:** That the local educational Agency will provide reasonable opportunities for the participation by teachers, parents, and other interested agencies, organizations, and individuals in the planning for and operation of each program (20 USC 1232(e));
6. **Availability of Information:** That any Application, evaluation, periodic program plan or report relating to each program will be made readily available to parents and other members of the general public (20 USC 1232(e));
7. **Construction:** That in the case of any project involving construction -
  - (A) the project is not inconsistent with overall State plans for the construction of school facilities, and
  - (B) in developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed by the Secretary under section 794 of title 29 in order to ensure that facilities constructed with the use of Federal funds are accessible to and usable by individuals with disabilities (20 USC 1232 (e));
8. **Sharing Information:** That the local educational Agency has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects (20 USC 1232(e)); and
9. **Direct Financial Benefit:** That none of the funds expended under any applicable program will be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization (20 USC 1232(e)).
10. **Prohibition of Funds for Busing:** No funds appropriated for the purpose of carrying out any applicable program may be used for the transportation of students or teachers (or for the purchase of equipment for such transportation) in order to overcome racial imbalance in any school or school system, or for the transportation of students or teachers (or for the purchase of equipment for such transportation) in order to carry out a plan of racial desegregation of any school or school system, except for funds appropriated pursuant to title VIII of the Elementary and Secondary Education Act of 1965 [20 U.S.C. 7701 et seq.], but not including any portion of such funds as are attributable to children counted under section 8003(d) of such Act [20 U.S.C. 7703(d)] or residing on property described in section 8013(10) of such Act [20 U.S.C. 7713(10)] (20 USC 1228).

**HH. State Rules, Laws, and Regulations That Apply to All Programs Administered by TEA:**

The Grantee shall comply with all provisions of the Texas Education Code, Chapter 22, Subchapter C, Criminal History Records, which requires that personnel employed using Grant funds shall be subject to

the state's fingerprinting requirement. The Subrecipient provides assurance, with its signature on the Grant Application or by certifying and submitting the eGrants Application, that it will take all necessary and required steps to ensure that all its Subrecipients are in compliance with the fingerprinting requirement.

- II. **Family Code Applicability:** With its signature on the Grant Application or by certifying and submitting the eGrants Application, the Subrecipient, if other than a state Agency, certifies that under Section 231.006, Family Code, that the Subrecipient is not ineligible to receive payment under this Subaward and acknowledges that this Subaward may be terminated and payment may be withheld if this certification is inaccurate. TEA reserves the right to terminate this Subaward if the Subrecipient is found to be ineligible to receive payment. If the Subrecipient is found to be ineligible to receive payment and the Subaward is terminated, the Subrecipient is liable to TEA for attorney's fees; the costs necessary to complete the Subaward, including the cost of advertising and awarding a second Subaward; and any other damages or relief provided by law or equity.
- JJ. **Interpretation:** In the case of conflicts arising in the interpretation of wording and/or meaning of various sections, parts, appendices, General Provisions and Assurances, Program-Specific Provisions and Assurances, exhibits, attachments, or other documents, the TEA Subaward and its General Provisions and Assurances, Program-Specific Provisions and Assurances, appendices, Errata, and General and Fiscal Guidelines shall take precedence over all other documents that are a part of this Subaward.
- KK. **Registered Lobbyists:** No state or federal funds transferred to a Subrecipient/Grantee may be used to hire a registered lobbyist.
- LL. **Test Administration and Security:** This Subaward is executed by the Agency subject to assurance by the Subrecipient that it has at all times been and shall remain in full compliance with Title 19, Texas Administrative Code Chapter 101, and all requirements and procedures for maintaining test security specified in any test administration materials in the possession or control of the Subrecipient, or any school, campus, or program operated by the Subrecipient. Notwithstanding any other provision in this Subaward or any other document, this Subaward is void upon notice by the Agency, in its sole discretion, that the Subrecipient or any school, campus, or program operated by the Subrecipient has at any time committed a material violation of Title 19, Texas Administrative Code Chapter 101, or any requirement or procedure for maintaining test security specified in any test administration materials in the possession or control of the Subrecipient, or any school, campus, or program operated by the Subrecipient. Expenditures and/or activities for which the Subrecipient may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from the Agency.
- MM. **Social Security Numbers:** Social security numbers will not be provided by TEA as a part of this agreement. TEA is not requiring or requesting school districts or other Grantees to provide social security numbers as a part of this agreement.
- NN. **Student-Identifying Information:** The Subrecipient agrees that in executing tasks on behalf of TEA, the Subrecipient will not use any student-identifying information in any way that violates the provisions of FERPA and will destroy or return all student-identifying information in accordance with the terms in Section on Confidential Information, FERPA, and Information Security Requirements hereof.
- OO. **Protected Personally Identifiable Information (Protected PII):** The Subrecipient agrees to take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding Agency or pass-through entity designates as sensitive or the non-federal entity considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.
- PP. **Authorized Officials for Grant Payments:** Subrecipient assures that the Grantee Manager and/or Grantee Official, or such person using the Grantee Manager or Grantee Official's credentials, has been authorized by the Subrecipient organization to enter the organization into legally binding agreements for grant payment purposes prior to the Grantee Manager or Grantee Official certifying and submitting expenditure payment

requests in the TEA Expenditure Reporting (ER) System.

- QQ. **Electronic and Information Resources Accessibility Standards:** Any Electronic Information Resources (EIR) produced as part of this agreement must comply with the State of Texas Accessibility requirements as specified in 1 TAC 206, 1 TAC Chapter 213, Federal Section 508 standards, and the WCAG 2.0 AA Accessibility Guidelines. EIR includes webpages, website portals, electronic documents (all formats), multimedia (live and recorded video, audio, and interactive presentations), web applications, online forms, and mobile applications. Websites must have a third-party company evaluate the site for accessibility before accepted by TEA.
- RR. **Load Testing:** The vendor must provide documentation to TEA the application has been load tested. The results in the documentation must meet or exceed the required demands. The vendor must provide a supported service level agreement of uptime per month. The vendor must provide expected recovery time objective (RTO) and recovery point objective (RPO) in the event of major outage.

### **Failed Load Testing**

In its sole judgment, TEA may terminate the agreement for cause if the application fails to meet the criteria for success. In its sole determination, TEA may exercise any, or all, of the following remedies in lieu of termination of this Agreement:

1. The vendor shall be given the opportunity to extend the Load Testing period for up to thirty (30) calendar days to allow the vendor to diagnose and correct performance problems that may be caused by the application or the configuration of the application, or;
2. The vendor shall be given the opportunity to install additional hardware or platform components, at the vendor's sole expense, to meet the performance requirements specified, or;
3. The vendor shall be given up to thirty (30) days following the diagnosis of any problem related to the application to correct, at the vendor's sole expense, the defects in the application, or;
4. At TEA's sole option, TEA will exercise one, or any combination, of the
5. options described above. Should the application fail to successfully complete the Load Test, the application will be deemed to have failed Acceptance and TEA will be entitled to a full refund.

If the selected vendor fails to complete the due performance of the contract in accordance to the terms and conditions, TEA reserves the right either to cancel the contract or to accept performance already made by the selected vendor. In case of termination of contract TEA reserves the right to recover an amount fixed as Liquidated Damages for non-performance.

By signing and submitting the application, or certifying and submitting the eGrants application, the Applicant indicates acceptance of and compliance with all requirements described herein.
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## 2: Statutory/Program Assurances

The following assurances apply to this grant program. In order to meet the requirements of the grant, the grantee must comply with these assurances.

- The applicant assures that the application does not contain any information that would be protected by the Family Educational Rights and Privacy Act (FERPA) from general release to the public.
- The applicant assures that any Electronic Information Resources (EIR) produced as part of this agreement will comply with the State of Texas Accessibility requirements as specified in 1 Texas Administrative Code (TAC) 206, 1 TAC Chapter 213, Federal Section 508 standards, and the Web Content Accessibility Guidelines (WCAG) 2.0 level AA.
- The applicant assures that program funds will supplement (increase the level of service), and not supplant (replace) state mandates, State Board of Education rules, and activities previously conducted with state or local funds. The applicant provides assurance that state or local funds may not be decreased or diverted for other purposes merely because of the availability of these funds. The applicant provides assurance that program services and activities to be funded from this grant will be supplementary to existing services and activities and will not be used for any services or activities required by state law, State Board of Education rules, or local policy.
- The applicant assures that they accept and will comply with Every Student Succeeds Act Provisions and Assurances requirements.
- The applicant assures that the required proof of nonprofit status will be submitted with the grant application as described in the General and Fiscal Guidelines, Fiscal-Related Documentation Required to Be on File section.
- The applicant assures to adhere to all Performance Measures, as noted in the 2023-2024 Nita M. Lowey 21st Century Community Learning Centers, Cycle 11, Year 3, Program Guidelines, and shall provide TEA, upon request, any performance data necessary to assess the success of the program.
- The applicant assures to adhere to all Statutory Requirements and Texas Education Agency (TEA) Program Requirements as noted in the 2023-2024 Nita M. Lowey 21st Century Community Learning Centers, Cycle 11, Year 3 Program Guidelines.
- The applicant provides assurance to adhere to the agreed-upon plan in the original approved grant application and subsequent amendments as appropriate.
- The applicant provides assurance to strategically address the needs and gaps in community resources that drive improvements in academic and developmental outcomes at the center level.
- The applicant provides assurance to continue and plan partnerships that contribute to achieving stated objectives and sustaining the program over time.
- The applicant provides assurance to intentionally design program activities designed to increase performance on the stated statutory performance measures.
- The applicant provides assurance to implement best and evidence-based practices to provide educational and related activities that will complement and enhance academic performance, achievement, and positive youth development of the students.
- The applicant provides assurance to implement strategies that improve student academic achievement, campus academic achievement and overall student success.
- The applicant provides assurance to disseminate information about the learning center, including its location, to the community in a manner that is understandable and accessible.
- The applicant provides assurance to operate a system that allows students participating in the program to travel safely to and from the center and home.

## 2: Statutory/Program Assurances (Continued)

- The applicant provides assurance to combine or coordinate with federal, state and local programs to make the most effective use of public resources.
- The applicant provides assurance to use volunteers in activities carried out through the learning center.
- The applicant provides assurance to implement the plan for how the community learning center will continue after funding ends.
- The applicant provides assurance the program will take place in a safe facility that is properly equipped and accessible to participants and family members.
- The applicant provides assurance that the proposed program was developed, and will be carried out, in active collaboration with the schools that participating students attend, including through the sharing of relevant data among the schools, all participants of the eligible entity, and any partnership entities in compliance with applicable laws relating to privacy and confidentiality and in alignment with the challenging state academic standards and any local academic standards.
- The applicant provides assurance that the program will target students who primarily attend schools eligible for schoolwide programs under ESEA as amended by Section 1114, and the families of such students.
- The applicants that received priority points for serving: 1) students in schools implementing comprehensive support and improvement activities or targeted support and improvement activities under ESEA as amended, Section 1111(d) and other schools determined by the local educational agency to be in need of intervention and support and 2) students who may be at risk for academic failure, dropping out of school, involvement in criminal or delinquent activities or who lack strong positive role models provide assurance that they will target these students.
- The applicant provides assurance that they will adhere to the level of services in the approved application and in the agreed-upon center operation schedules and will provide those services to eligible students through this and all continuation and renewal grant periods, as applicable. Applicant acknowledges that proposed amendments that reduce the level of services to below the Year 1 awarded application will be approved only in extreme or unusual circumstances and that failure to adhere to service levels and student targets will result in reduced funding during the subsequent continuation grant period. Grant funds remaining unexpended at the end of the expenditure reporting period for the grant award will not be made available by TEA to supplement continuation grant awards.
- The applicant provides assurance that services will be provided at no cost to participants. Grantees are prohibited from collecting fees, including late pickup fees or any other fee.
- The applicant provides assurance that activities will always be supervised by qualified staff at adult to student ratios that meet or exceed TEC Chapter 25, Subchapter D requirements or other state required ratios as applicable. Lower ratios are encouraged.
- The applicant provides assurance that center-level activities will be a minimum of 45 consecutive minutes in length and planned for each hour that a center is operating. Activities will be intentionally designed to address student academic and developmental needs and student voice, aligned with state standards and developed using a planning tool such as the Texas ACE Activity/Unit and Lesson Plan Worksheet. Activities will reflect each of the following four components during each term: academic assistance, academic enrichment, family and parental support, and college and workforce readiness. College and workforce readiness activities are required only for grades 9-12 and are allowed for other grades as appropriate.

## 2: Statutory/Program Assurances (Continued)

- The applicant provides assurance that services for students and families will begin no earlier than the grant start date of August 1, 2023 and no later than September 7, 2023, unless specifically approved by TEA.
- The applicant will adhere to a TEA-approved schedule that meets or exceeds program service requirements at each center and that provides a consistent and dependable schedule of weekly activities for all students enrolled. Time dedicated to program activities for adult family members will not count toward student programming. Failure to adhere to the agreed-upon operating schedule will result in reduced funding during subsequent continuation grant period prorated for the time missed against the center-level budget(s).
- The applicant agrees to implement an approval operation calendar for each center. Specifically, each center schedule shall meet or exceed the following minimum operating schedule:
  - A minimum of 34 weeks per year across all terms, including summer. TEA will count only the weeks in which a center offered the minimum number of hours-per-week toward the 34-week total. Make-up hours will be credited. The week runs from Sunday through Saturday.
  - A minimum of five days per week for the fall and spring terms.
  - A minimum of 15 hours per week (applicants should not propose to offer more than 20 hours of programming per week). Note: Transportation time that exceeds 30 minutes per-day shall not be counted towards minimum hours- per-week of programming.
  - A minimum of five weeks and six hours per day, four days per week during the summer term. Continuous weeks are not required.
  - Programs that operate for students that attend a campus that offers extended year scheduling can provide the required summer program during summer and intersession breaks.
- The applicant provides assurance that academic, academic enrichment, accelerated learning, and tutoring activities will align with the regular school day program and state standards. Enrichment activities will enhance the academic-related activities of the regular day and/or be aligned with a documented student or campus need.
- The applicant provides assurance that all activities will occur at an approved center or, on a limited and pre-approved basis, at an adjunct site or during an approved field trip. Activities at a non-approved location, such as a feeder school, are unallowable and will not be charged to the grant.
- The applicant provides assurance they will offer families of students served by the program opportunities for active and meaningful engagement in their children's education and opportunities for literacy and related educational development. Family activities will be designed to meet the identified needs of each center's families and students; the needs of working families will be specifically addressed. Activities will be ongoing and consistently available throughout each term. The number of family members served will be proportional to the targeted number of students.
- The applicant provides assurance that all required staff positions will regularly participate in training and other opportunities offered by the Texas ACE program. In addition, the grantee will regularly provide program-specific in-person training to center-level staff and will document the content and attendance of training events.



## 2: Statutory/Program Assurances (Continued)

- The applicant provides assurance that it will regularly engage a group of stakeholders, new or existing, charged with providing continuous feedback and involvement to increase community awareness and program quality, evaluate program effectiveness, and inform operations and sustainability plans. Membership will be diverse and qualified to support efforts to increase quality and visibility of the program in the community.
- The applicant provides assurance to cooperate with TEA and its contractors in conducting state-required activities, including but not limited to program implementation monitoring, statewide evaluation, compliance monitoring, data collection, technical assistance, and capacity building.
- The applicant provides assurance that local grant programs will include the Texas ACE logo in all outreach and communication materials and the grantee will comply with Texas ACE branding guidelines.
- The applicant provides assurance to submit required data for state program evaluation, compliance monitoring, and federal reporting in the format and timeline provided by TEA. Grantee agrees to submit required logic models, sustainability plans, program evaluation reports, and any other required reports or products in accordance with the format provided by TEA.
- The applicant provides assurance to adhere to the Texas 21st Century Student Tracking (Tx21st) system data reporting requirements. Grantee Profile, Funding, Contacts, Partner, Center Profiles, Center Contacts, Center Operations, Feeder Schools, Activities, and Schedule data will be entered in August and will be updated as changes in any of the data occur. Center Operations data will be updated at the beginning of each term. Data entered in the system must support the approved application and operating schedule.
  - Participant and enrollment data will be entered in August or September, depending on the center schedule.
  - Attendance data will be entered daily or weekly
  - Exception reports and data corrections will be completed and reviewed by the project director.
  - Grantee will coordinate with the school district to collect and enter school day attendance and grades data into Tx21st.
- The applicant provides assurance to comply with any program requirements written elsewhere in this Request for Application.

## Regular Board Meeting

6. D. 7.

**Meeting Date:** December 13, 2023

**Title:** Schools Division/Highpoint East Memorandum of Understanding - Information Item FY 2024: Unlimited Visions Aftercare Inc.

**Submitted For:** Charles Ned, Schools

**Submitted By:** Denise Alamos

**Additional Resource:** Charles Ned, Jonathan Parker, Dr.

**Personnel:** Jesus Amezcua, Edna Johnson

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### Information

#### Posted Agenda Item:

**Ratification for Memorandum of Understanding (non-monetary) Contract for FY2024 with Highpoint School East and Unlimited Visions Aftercare, Inc. for project toward no drug use from 10/1/2023 through 08/31/2024**

#### Subject:

Memorandum of Understanding Contract for FY2024 with the following Division/Entity: Non-monetary between Highpoint School East and Unlimited Visions Aftercare, Inc. for Project toward no drug use from 10/1/2023 through 8/31/2024

#### Rationale:

The Memorandum of Understanding contracts listed below is provided for informational

Division	Entity	Description	Term
Highpoint School East	Unlimited Visions Aftercare, Inc.	Project Towards No Drug Use	10/1/2023 - 8/31/2024

purposes: **Non-monetary contract for FY2024**

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### Attachments

MOU-Unlimited Visions-Information Item BA12.31.23

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### Form Review

#### Inbox

Purchasing

Purchasing Director

Assistant Superintendent - Business

Form Started By: Denise Alamos

Final Approval Date: 11/30/2023

#### Reviewed By

Deisy Rubio

Edna Johnson

Jesus Amezcua

#### Date

11/29/2023 09:08 AM

11/29/2023 09:28 AM

11/30/2023

Started On: 11/27/2023 11:23 AM



# HARRIS COUNTY DEPARTMENT OF EDUCATION

## CONTRACT PROCESSING FORM (CPF)

Contract requires approval from: Superintendent ☐

Assistant Superintendent ☐

### SECTION 1 – CONTRACT INFORMATION

Funding Division Highpoint School East	Today's Date 11/14/23	# Original Contracts 1	Expenditure/Revenue Budget Account Code (20 digits)	
Contracting Party Unlimited Visions Aftercare, Inc		RFP # (if applicable)	Is Contracting Party an Employee of HCDE? If yes, which division? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Division:	
Description of Services: Substance Abuse Counseling-Project towards no drug use for Highpoint East School: Middle and High School				
Type of Contract Memorandum of Understanding	Contract Fiscal Year 2023-2024	HCDE Contract? Yes (HCDE Contract)	Term From: 10/01/2023	08/31/2024

### SECTION 2 – CONTRACT TYPE

Non-monetary contract (Check if Board Approval is Required)	Amount: \$0
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### SECTION 3 – COMPLIANCE WITH POLICY CH (LOCAL) PURCHASING AUTHORITY

The Board has approved entering into this contract for political/lobbying services. ☒ N/A ☐ No ☐ Yes –

### SECTION 4 – CONTRACT REVIEW CHECKLIST

☒ This contract was previously reviewed by HCDE attorney (*Note that all templates have been reviewed by attorney*) – **Skip to Section 5**

☐ This contract was NOT previously reviewed by HCDE attorney (**complete fields below**)

Date I reviewed contract using the Contract Review Checklist:

Exceptions Found? [Click here to select one.](#)

☒ This contract was reviewed by Purchasing.

☐ This contract was reviewed by Technology \_\_\_\_\_ (initials)

☐ This contract was reviewed by Facilities \_\_\_\_\_ (initials)

### SECTION 5 – REQUIRED ACKNOWLEDGEMENT AND SIGNATURES

*I certify to the best of my knowledge that the information contained in this document is correct and complete. I further certify that the program and all activities related to the program will be conducted in accordance with all applicable federal, state, and local laws including regulations and contract guidelines created to ensure accomplishment of this objective.*

**In addition, I certify that the Contractor:**

  X   will have direct, unsupervised contact with students on a regular basis.

           will NOT have direct, unsupervised contact with students on a regular basis.

Employee Completing this form	Date	Funding Division Director's signature	Date
<i>Denise Alamos-Jones</i>	Nov 14, 2023	<input checked="" type="checkbox"/> <u>Charles Ned</u> <small>Charles Ned (Nov 14, 2023 14:29 CST)</small>	Nov 14, 2023

### FOR PURCHASING DIVISION USE ONLY:

Contract Reviewer: <u>Elae Johnson</u>	Date: Nov 16, 2023
<input type="checkbox"/> Vendor Packet <input type="checkbox"/> Form 1295 <input type="checkbox"/> Vendor Certification <input type="checkbox"/> Resume <input type="checkbox"/> EICC Checklist <input type="checkbox"/> SAM's Check (Debarred <input type="checkbox"/> Yes <input type="checkbox"/> No)	
<input type="checkbox"/> Board Action Item – <input type="checkbox"/> Revenue <input type="checkbox"/> Expenditure <input type="checkbox"/> Grant <input type="checkbox"/> ILC	<input type="checkbox"/> Signed by Assistant Superintendent Date: _____
<input checked="" type="checkbox"/> Board Information Item Date: _____	<input type="checkbox"/> Returned to Division or: _____
<input type="checkbox"/> Contract Approved by Board Date: _____	Date Returned: _____
<input type="checkbox"/> Contract Signed by Superintendent Date: _____	<input type="checkbox"/> Additional Signatures Required – Return one original to Purchasing when obtained
<input type="checkbox"/> Expenditure Contract (For Approval Only) Date: _____	

#### NOTES:

Schools (HPSE) & Unlimited Visions MOU; Ratify 12/13/2023



Highpoint School East  
Courtney Waters, Principal  
Mercedes Love, Assistant Principal  
Troy Moore, Assistant Principal  
Lenora Lewis, Assistant Principal  
8003 East Sam Houston Pkwy North, Houston, Texas 77049  
Tel: 713-696-2160 Fax: 713-696-1861

**MEMORANDUM OF UNDERSTANDING**  
**2023-2024**

This Agreement is made and entered into by and between the Harris County Department of Education – **Highpoint** (“HCDE”), located in Houston, Texas, and **Unlimited Visions**, (“Business”) located in Houston, Texas, to provide vocational practice skills.

**RECITALS:** HCDE is a local governmental entity established to promote education in Harris County, Texas. Business is duly authorized to provide **Substance Abuse Counseling** in the State of Texas. Both HCDE and Business desire to set forth in writing the terms and conditions of their agreement.

**PURPOSE:** The setting at Business will provide students with ongoing evidence-based curriculum (TND)(PA) with a Prevention Specialist throughout the school year.

**BUSINESS:** No immediate advantage will be derived by the Business. Although students will be supervised by the assigned school staff, and employees of the Business may be asked to work with a student trainee. It is understood that the student trainees may occasionally impede or interfere with an employee’s completion of his/her job duties. Employees will not suffer job loss or a reduction of hours due to student training at the Business.

**STUDENTS:** All students assigned to **Highpoint** with substance abuse issues.

**LIABILITY:** Neither party assumes liability for the acts or omissions of the other and each party shall carry such insurance customary and appropriate for its operations.

**TIME:** Days and hours will be agreed upon by the Unlimited Visions and Campus Principal.

**TERM:** This Agreement is effective as of **October 2023** and shall continue in effect until **August 2024**. HCDE may elect to extend this Agreement upon mutual written agreement with the Business. All extensions shall be subject to the terms and conditions specified herein.

**REMUNERATION:** No remuneration is requested. Students and their parents have received notice and are aware of the purpose of the program.

**WORKSITES:** All sessions will take place on the **Highpoint** campus.

**AGREEMENT:** We, the undersigned, as representatives of our agency or Business agree to abide by the statements listed above. We understand that this Agreement may be canceled by either party upon written and/or verbal notice to the other.

*M.B. G. Chucky* *10/2/2023*

Signature

Date

Signature

Date

Name, Title - *G. Tucker - Coordinator*  
Street Address - *5527 Lawndale*  
City, State Zip Code *Houston Tx. 77023*  
Phone: *713. 921. 2226*  
Fax: *713. 921. 3855*

Dr. Jesus Amezcua, Assistant Superintendent  
6300 Irvington Blvd  
Houston, Texas 77022  
Phone: 713-694-6300  
Fax: 713-696-0723



**EXHIBIT A**  
**SCOPE OF WORK**

<b>Contractor</b>	<b>HCDE</b>
<ul style="list-style-type: none"> <li>• Provide Prevention classes throughout the school year with a minimum of 12 weeks each semester.</li> <li>• Provide a copy of the Evidence Based Curriculum to designated HCDE administrative staff.</li> <li>• Obtain documented parental consent to provide prevention services (Exhibit B).</li> <li>• Provide student progress/regress information and evaluation of the Prevention Program to designated HCDE staff on a monthly basis, in compliance with confidentiality laws.</li> <li>• Provide case management services to students/parents in the Prevention Program who require such services.</li> <li>• Disseminate information on the dangers of alcohol, tobacco, and other drug use to students, staff, and parents.</li> <li>• Notify HCDE designated staff as early as possible when the Prevention Specialist is unable to attend or is running late for the agreed upon day(s) of service.</li> <li>• Ensure consistent quality service delivery and maintain a professional demeanor at all times when interacting with students, staff, and parents.</li> </ul> <p style="text-align: center;">(See Attachment)</p>	<ul style="list-style-type: none"> <li>• Provide adequate time to allow a Prevention Specialist to conduct PTND groups and/or individual sessions with students enrolled in the Highpoint East.</li> <li>• Provide an orientation to the Prevention Specialist on school policies and procedures, including designating a specific contact person with whom concerns can be addressed.</li> <li>• Provide campus personnel to monitor in the classroom during group sessions.</li> <li>• Provide adequate space for group facilitation and/or individual counseling.</li> <li>• Provide audio/visual ("AV") equipment and computer access for presentations.</li> <li>• Provide consistent communication to notify Contractor staff of changes in calendar/schedules.</li> </ul>



**EXHIBIT B**  
**STUDENT ACTIVITY PARTICIPATION PERMISSION AGREEMENT AND WAIVER**

Student Name: \_\_\_\_\_ HCDE Campus: Hight Point East

I, \_\_\_\_\_, the parent (including natural or adoptive parent, legal guardian or an individual acting as a parent in the absence of a parent or legal guardian) of the above-named student or eligible student hereby give written permission and consent to Harris County Department of Education ("HCDE") and Unlimited Visions Aftercare, Inc. ("UVA") for UVA to provide the student the Project Towards No Drug Use curriculum, individual counseling, and case management services (collectively, "Student Activities") at HCDE and for the student to participate in such Student Activities. I understand that the Student Activities include 6 weekly sessions which will not interfere with student's required lessons, classes, or activities, at no cost to the student. I understand and acknowledge the risks of and potential for risks associated with participation in such Student Activities, but I feel that the possible benefits are greater than the risks or potential risks.

IN CONSIDERATION FOR THE STUDENT'S PARTICIPATION IN STUDENT ACTIVITIES, I HEREBY AGREE TO INDEMNIFY, HOLD HARMLESS FROM, AND WAIVE AGAINST HARRIS COUNTY DEPARTMENT OF EDUCATION ("HCDE"), ITS TRUSTEES, EMPLOYEES, OFFICERS AND AGENTS, BOTH IN THEIR OFFICIAL AND INDIVIDUAL CAPACITIES, ANY AND ALL CLAIMS FOR MEDICAL EXPENSES, DAMAGES, INJURIES (INCLUDING DEATH) AND/OR OTHER LOSSES, CLAIMS, ACTIONS, AND/OR LIABILITIES ARISING FROM OR IN ANY WAY RELATED TO THE STUDENT'S PARTICIPATION IN THE STUDENT ACTIVITIES. I UNDERSTAND THAT THIS INDEMNIFICATION BINDS MYSELF, MY MINOR CHILD, ASSIGNS, PERSONAL REPRESENTATIVES, AND HEIRS.

I hereby authorize HCDE to secure any and all emergency medical care and treatment for the student for acute illness suffered or injury sustained while participating in the Student Activities. I understand that, while student safety is a high priority for HCDE, under state law, HCDE is not responsible for medical costs associated with student injury.

I hereby give my written consent to HCDE and the UVA to release student information and/or educational records of the above-named student to HCDE and UVA for the purpose of providing the Student Activities. I hereby release HCDE, its employees and agents from any liability under the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) for the release of information to UVA for the purposes stated above. I hereby give my written consent for HCDE to videotape, photograph, and/or audio record the above-named student, consent to the release of said record(s) to be used for public viewing, and release HCDE, Inc. and its employees and agents from any liability under Tex. Educ. Code § 26.009, FERPA, and any other law for the release of this information. Nothing in this Agreement waives or alters any immunities provided the HCDE, its employees, officers, or agents, under Texas or Federal law. This agreement shall be interpreted according to the laws of the State of Texas. Any disputes related to this agreement shall be litigated and venue shall be Harris County, Texas.

I, the undersigned, represent that I have read and do understand the foregoing consent agreement and waiver of liability and sign it voluntarily, with full knowledge of its significance.

Parent/Guardian's Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

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



## HARRIS COUNTY DEPARTMENT OF EDUCATION

### Ch. 22 Contractor/Subcontractor Certification Form

#### **Ch. 22 Criminal History Records Contractor Certification: Contractor/Subcontractor Employees**

**Background:** Texas Education Code Chapter 22 requires that criminal history records be obtained regarding covered employees of entities that contract with school districts ("Contractors") and entities that contract with school district contractors ("Subcontractors"). Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors shall (1) complete this form certifying compliance with the requirements of Texas Education Code Chapter 22 to HCDE; and (2) provide a copy of this form to each subcontractor for completion certifying compliance with the requirements of Texas Education Code Chapter 22 to HCDE and Contractor.

**Criminal history records will be obtained by either the Contractor/Subcontractor or HCDE, as follows:**

- (1) **Contractor/Subcontractor:** Pursuant to guidance from the Texas Education Agency, the only contractors/subcontractors who will be granted access to fingerprint criminal history are those who qualify for access under the National Child Protection Act (NCPA), specifically, those contractors/subcontractors who provide "care or care placement services" and are based in Texas. All entities qualifying for access under the NCPA are required to obtain their covered employees' criminal histories, certify compliance to HCDE (and, in the case of a Subcontractor, certify compliance to Contractor and HCDE), and obtain similar certifications from their subcontractors. For more information or to set up an account, a contractor/subcontractor should contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474.
- (2) **HCDE:** All entities who do not qualify for access to fingerprint criminal history under the NCPA (in other words, all contractors/subcontractors who do not provide "care or care placement services" or are not based in Texas) are required to follow the instructions listed below, so that HCDE may obtain their covered employees' criminal histories, as applicable. **Contractor/Subcontractor is responsible for the payment of all fingerprinting costs. Should HCDE pay any costs of fingerprinting Contractor/Subcontractor employees, Contractor agrees to reimburse HCDE for such costs; in the event Contractor fails to reimburse HCDE for the costs of fingerprinting Contractor/Subcontractor employees, Contractor agrees that HCDE may deduct such costs from any payment due and owing by HCDE to Contractor.**

#### **Definitions:**

**Covered employees:** Employees of a contractor/subcontractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. HCDE will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

**Continuing duties related to contracted services:** Work duties that are performed pursuant to a contract to provide services to a school entity on a regular, repeated basis rather than infrequently or one-time only. *See* 19 TEX. ADMIN. CODE §153.1101(2).

**Direct contact with students:** The contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee. Contact with students that results from services that do not provide substantial opportunity for unsupervised interaction with a student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides substantial opportunity for unsupervised contact with students, which might include, without limitation, the provision of coaching, tutoring, or other services to students. *See* 19 TEX. ADMIN. CODE §153.1101(7).

Public Works Exception to Covered Employees: Covered employees do not include employees of a contracting or subcontracting entity that is providing engineering, architectural, or construction services on a project to design, construct, alter, or repair a public work if: (1) the public work does not involve the construction, alteration, or repair of an instructional facility as defined by Texas Education Code Section 46.001; (2) the employee's duties will be completed more than seven (7) days before a new instructional facility will be used for instruction; or (3) for an existing instructional facility, the work area contains sanitary facilities separated from all areas used by students by a fence at least six (6) feet high, and the Contractor adopts, informs employees of, and enforces a policy prohibiting employees and any subcontractor's employees from interacting with students or entering areas used by students.

Disqualifying criminal history:

- For employees of a contracting or subcontracting entity that is providing engineering, architectural, or construction services on a project to design, construct, alter, or repair a public work: (1) a conviction or other criminal history information designated by HCDE; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.08341(d), that is: conviction during the preceding 30 years (if at the time of the offense, the victim was under 18 or was enrolled in a public school) of: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense on conviction of which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an offense under federal law or the laws of another state that is equivalent to (a) or (b).
- For employees of all other contracting or subcontracting entities: (1) a conviction or other criminal history information designated by HCDE; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: (a) conviction of a felony offense under Title 5, Texas Penal Code if at the time of the offense, the victim was under 18; (b) conviction of or placement on deferred adjudication community supervision for an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) conviction of an offense under federal law or the laws of another state that is equivalent to (a) or (b).

Types of Criminal History Record Information:

- For employees hired by Contractor/Subcontractor before January 1, 2008—Any law enforcement or criminal justice agency.
- For employees hired by Contractor/Subcontractor on or after January 1, 2008—National criminal history information from the Texas Department of Public Safety criminal history clearinghouse.

On behalf of Unlimited Vision ("Contractor/Subcontractor"), I, the undersigned authorized signatory for Contractor/Subcontractor, certify to Harris County Department of Education ("HCDE") (and, in the case of a Subcontractor, certify to Contractor and HCDE) that [**check one**]:

☒ **None of the employees** of Contractor/Subcontractor are *covered employees*, as defined above. If this box is checked, I further certify that Contractor/Subcontractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Contractor/Subcontractor will maintain these precautions or conditions throughout the time the contracted services are provided. If HCDE, in its sole discretion, determines that employees of Contractor/Subcontractor are *covered employees*, as defined above, Contractor/Subcontractor will provide HCDE with the name, date of birth, and any other requested information of such covered employees so that HCDE may obtain criminal history record information on the covered employees, upon request of HCDE.

Or

☐ **Some or all of the employees** of Contractor/Subcontractor are *covered employees*, and Contractor/ Subcontractor qualifies for access to fingerprint criminal history under the National Child Protection Act. If this box is checked, I further certify that:

- (1) Contractor/Subcontractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Contractor/Subcontractor receives information that a covered employee subsequently has a reported criminal history, Contractor/Subcontractor will immediately remove the covered employee from contract duties and notify HCDE in writing within 3 business days.
- (3) Upon request, Contractor/Subcontractor will provide HCDE with the name, date of birth, and any other requested information of covered employees so that HCDE may obtain criminal history record information on the covered employees.

Or

☒ Some or all of the employees of Contractor/Subcontractor are *covered employees*, and Contractor/Subcontractor does not qualify for access to fingerprint criminal history under the National Child Protection Act. If this box is checked, I further certify that:

- (1) For all covered employees hired by Contractor/Subcontractor before January 1, 2008, Contractor/Subcontractor has obtained all required criminal history record information. None of the covered employees has a disqualifying criminal history. If Contractor/Subcontractor receives information that a covered employee subsequently has a reported criminal history, Contractor/Subcontractor will immediately remove the covered employee from contract duties and notify HCDE in writing within 3 business days. Upon request, Contractor/Subcontractor will provide HCDE with the name, date of birth, and any other requested information of covered employees so that HCDE may obtain criminal history record information on the covered employees.
- (2) For each covered employee hired by Contractor/Subcontractor on or after January 1, 2008, Contractor/Subcontractor has attached a separate page(s) listing the following information regarding each covered employee, so that HCDE may obtain the covered employees' criminal history record information: (a) Full name (first, middle, and last); and (b) Date of birth.
- (3) Contractor/Subcontractor shall provide HCDE's "Texas Fingerprint Service Code Form" document to all covered employees and ensure that they schedule fingerprinting appointments in a timely manner. Any covered employee whose criminal history record information is not received by HCDE at least ten (10) HCDE business days prior to the start of the services to be performed by Contractor/Subcontractor at HCDE is subject to exclusion from service, in HCDE's sole discretion, until his or her criminal history record information can be obtained and reviewed by HCDE. Contractor/Subcontractor is responsible for the payment of all fingerprinting costs. In accordance with the Texas Education Agency guidance, because Contractor/Subcontractor does not qualify for access to fingerprint criminal history under the NCPA, it will not be permitted to view the criminal history record information from DPS.
- (4) Contractor/Subcontractor agrees that HCDE will review each covered employee's criminal history record information, together with the employee's qualifications, background, and experience, based on information gathered by HCDE through the procurement and/or contracting processes, to determine, in HCDE's sole discretion, whether any covered employee(s) should be prohibited from serving at HCDE. HCDE will notify Contractor/Subcontractor of its determination.
- (5) If HCDE at any time receives information that a covered employee subsequently has a reported disqualifying criminal history or should be prohibited from serving at HCDE, in HCDE's sole discretion, for any other reason, including, but not limited to, the employee's qualifications, background, and experience, based on information gathered by HCDE through the procurement and/or contracting processes, HCDE will notify Contractor/Subcontractor of its determination. Contractor/Subcontractor will immediately remove the covered employee from contract duties.

If HCDE, in its sole discretion, objects to the assignment of a covered employee for any reason, including, but not limited to, on the basis of the covered employee's criminal history record information and/or insufficient qualifications, lack of experience, and the like, based on information gathered by HCDE through the procurement and/or contracting processes, Contractor/Subcontractor agrees to discontinue using that covered employee to provide services at HCDE.



## **CONFIDENTIALITY DECLARATION FORM**

### **INFORMATION SUBMITTED TO HCDE IN CONNECTION WITH THIS PROCUREMENT SOLICITATION OR THE AGREEMENT IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552**

As a governmental body, HCDE is subject to the Texas Public Information Act found in Chapter 552, Texas Government Code. Proposals and other information submitted to HCDE in connection with this procurement solicitation or the Agreement may be subject to release as public information. If a Vendor believes that part(s) of its proposal or any other information submitted by Vendor to HCDE in connection with this procurement solicitation or the Agreement contain confidential, proprietary, and/or trade secret information or otherwise may be excepted from disclosure under Texas law, the Vendor must clearly and conspicuously mark the applicable information as "CONFIDENTIAL."

Marking information as "CONFIDENTIAL" does not guarantee that the information will be withheld from disclosure. If HCDE receives a request for public information involving information that Vendor has clearly and conspicuously marked as "CONFIDENTIAL," HCDE will respond pursuant to Chapter 552, Texas Government Code, which may or may not require that HCDE provide notice of the request to Vendor. Vendor understands and agrees that it is solely responsible for submitting to the Attorney General of Texas each reason why the requested information should be withheld and a letter, memorandum, or brief in support of that reason. Pursuant to Tex. Gov't Code § 552.02222, "contracting information"<sup>1</sup> is public and must be released unless excepted from disclosure under Chapter 552. The exceptions provided by Chapter 552 for disclosure for proprietary information (552.1101), commercial or financial information that would cause substantial competitive harm if released (552.110(c)), or trade secrets (552.110(b)) may not be asserted for the following types of contracting information:

- (1) the following contract or offer terms or their functional equivalent: (A) any term describing the overall or total price the governmental body will or could potentially pay, including overall or total value, maximum liability, and final price; (B) a description of the items or services to be delivered with the total price for each if a total price is identified for the item or service in the contract; (C) the delivery and service deadlines; (D) the remedies for breach of contract; (E) the identity of all parties to the contract; (F) the identity of all subcontractors in a contract; (G) the affiliate overall or total pricing for a vendor, contractor, potential vendor, or potential contractor; (H) the execution dates; (I) the effective dates; and (J) the contract duration terms, including any extension options; or
- (2) information indicating whether a vendor, contractor, potential vendor, or potential contractor performed its duties under a contract, including information regarding: (A) a breach of contract; (B) a contract variance or

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<sup>1</sup> "Contracting information" is defined by Tex. Gov't Code § 552.003(7) as "the following information maintained by a governmental body or sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor: (A) information in a voucher or contract relating to the receipt or expenditure of public funds by a governmental body; (B) solicitation or bid documents relating to a contract with a governmental body; (C) communications sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor during the solicitation, evaluation, or negotiation of a contract; (D) documents, including bid tabulations, showing the criteria by which a governmental body evaluates each vendor, contractor, potential vendor, or potential contractor responding to a solicitation and, if applicable, an explanation of why the vendor or contractor was selected; and (E) communications and other information sent between a governmental body and a vendor or contractor related to the performance of a final contract with the governmental body or work performed on behalf of the governmental body."

exception; (C) a remedial action; (D) an amendment to a contract; (E) any assessed or paid liquidated damages; (F) a key measures report; (G) a progress report; and (H) a final payment checklist.

HCDE assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendors, and Vendor hereby waives any claim against and releases from liability HCDE, its respective officers, employees, agents, and attorneys with respect to disclosure of information provided under or in connection with this procurement solicitation or the Agreement or otherwise created, assembled, maintained, or held by Vendor or HCDE and determined by HCDE, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act. Further, even if Vendor marks information as "CONFIDENTIAL," Vendor expressly agrees that HCDE may disclose Vendor's proposal, including, but not limited to, pricing information, to other governmental entities and/or members of HCDE's cooperative purchasing program, Choice Partners.

Please check **ONLY ONE** of the following options:

- ☐ **Declaration of Confidentiality** – Vendor **HAS** clearly and conspicuously marked information contained in its proposal and/or other information submitted by Vendor to HCDE in connection with this procurement solicitation or the Agreement as "CONFIDENTIAL." Vendor declares that the information marked by Vendor as "CONFIDENTIAL" contains confidential, proprietary, and/or trade secret information and is excepted from disclosure under Chapter 552, Texas Government Code.
- ☒ **Waiver of Confidentiality** – Vendor **HAS NOT** marked any information contained in its proposal and/or other information submitted by Vendor to HCDE in connection with this procurement solicitation or the Agreement as "CONFIDENTIAL." Vendor certifies that it has not submitted any confidential, proprietary, and/or trade secret information to HCDE and that its proposal and all other information—including any pricing information—submitted by Vendor to HCDE in connection with this procurement solicitation or the Agreement is subject to disclosure under Chapter 552, Texas Government Code. Vendor hereby expressly waives any claim of confidentiality with respect to its proposal and/or any other information submitted by Vendor to HCDE in connection with this procurement solicitation or the Agreement.

*Unlimited Visions Behavioral Health*

Vendor Name

*Gloria Tucker-APSW*

Printed Name of Authorized Officer/Representative of Vendor

*Gloria Tucker*

Signature

*Proj. Coordinator*

Title

*10/2/2023*

Date

November 14, 2023

## Ch. 22 Contractor/Subcontractor Certification Form under Section 13 of the Contract

HCDE has verified the identity of the individual. Human Resources took the information received from the background check into consideration when determining eligibility and/or placement.

Schools					
Vendor	Last Name	First Name	Middle Name	Cleared	Date
Unlimited Visions	Roberson	Emiel	Roldelle	Eligible	11/08/2023
	Evans	Jonathan	Ryan	Eligible	11/13/2023
	Horton	Mihya	Zanee	Eligible	11/10/2023
	Douglas-Price	Esther	Marie	Eligible	11/14/2023

Reviewed by:  
Aleyda Lopez

# Entity Information Search Results

1 Total Results

Filter by:	
Keyword (ALL)	Status
"Unlimited Visions Aftercare, Inc"	Active

UNLIMITED VISIONS AFTERCARE, INC.		● Active Registration	Entity
Unique Entity ID: JEM3LNDGBMB5	Physical Address:	Expiration Date:	
CAGE/NCAGE: 6A1F8	5528 LAWNDAL ST	Jan 30, 2024	
	HOUSTON , TX	Purpose of Registration:	
	77023 USA	All Awards	

**Regular Board Meeting****6. D. 8.****Meeting Date:** December 13, 2023**Title:** Schools Division Memorandum of Understanding - Information Item FY2024:  
Prairie View A&M University**Submitted For:** Charles Ned, Schools**Submitted By:** Denise Alamos**Additional Resource** Charles Ned, Jonathan Parker, Dr.**Personnel:** Jesus Amezcua, Edna Johnson

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

**Ratification of Memorandum of Understanding (non-monetary) Contract for FY2024 with Schools Division and Prairie View A&M University** to facilitate a learning-centered partnership for teachers (LEADERS: Leading Equity Across Diverse Environments with Revolutionary Synergy) from 11/14/2023 through 08/31/2024.

**Subject:**

**Memorandum of Understanding Contract for FY2024 from 11/14/2023 to 09/01/2028 with the following Division/Entity: Non-monetary** School Division and Prairie View A&M University to facilitate a learning-centered partnership for teachers (LEADERS: Leading Equity Across Diverse Environments with Revolutionary Synergy).

**Rationale:**

The Memorandum of Understanding contracts listed below is provided for informational purposes:

Division	Entity	Description	Term
Schools Division	Prairie View A&M University	LEADERS Project	11/14/2023 - 09/01/2028

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**Attachments**

FY2023-2028 Schools-Prairie View A&M University Agreement BA12.13.23

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**Form Review****Inbox**

Purchasing  
Purchasing Director  
Assistant Superintendent - Business  
Form Started By: Denise Alamos  
Final Approval Date: 11/30/2023

**Reviewed By**

Deisy Rubio  
Edna Johnson  
Jesus Amezcua

**Date**

11/29/2023 09:11 AM  
11/29/2023 09:28 AM  
11/30/2023  
Started On: 11/27/2023 11:44 AM



Memorandum of Understanding (MOU)  
Between  
University  
&  
Harris County Department of Education

This Memorandum of Understanding ("Agreement") is entered into on November 14, 2023, between Harris County Department of Education (hereinafter "District") and Prairie View A & M University, a member of The Texas A&M University System and an agency of the State of Texas, (hereinafter "University ") for the purposes stated herein.

**1. Purpose.**

- 1.1. The purpose of this Agreement is to facilitate a learning-centered partnership between the District and the University's Educator Preparation Program (EPP).

**2. Collaborative Goals.**

- 2.1. To provide clinical teachers with professional instructional coaching, supervise the work and activities of clinical teachers, and engage in co-teaching models throughout the clinical teaching placement period.
- 2.2. To establish a mentor teacher support program providing the mentor teacher with the skills and resources to assist teacher candidates in becoming highly competent in their subject areas and pedagogy.
- 2.3. To establish a framework for sharing non-identified District performance data among the District and University for the purposes of monitoring and evaluating the preparation and effectiveness of University teacher candidates.

**3. Definitions.**

- 3.1. Clinical Teaching - A supervised teacher candidate assignment through an EPP at a public school accredited by the Texas Education Agency ("TEA") or other school approved by the TEA for this purpose that may lead to completion of a standard certificate; also referred to as "student teaching."
- 3.2. Clinical Teacher District - a school district contracting with University to implement a clinical teaching assignment.
- 3.3. Mentor Teacher/Cooperating Teacher - a certified teacher that models proficient/exemplary teaching and provides clinical teachers with professional instructional coaching and advisement; primarily responsible for supervising the work and activities of clinical teachers and engaging in co-teaching models throughout the clinical teaching placement period.
- 3.4. Teacher Candidate - a University student who has met all the University and state requirements to be admitted into an EPP.

- 3.5. Course Instructor - either a University faculty member or a faculty associate hired by University to provide instruction in the Clinical Teaching Program.
- 3.6. Field Supervisor - a University faculty member working with District to coach and evaluate clinical teachers; co-select, support and train mentor teachers; and ensure clear, timely and consistent communications between District and University.
- 3.7. Educator Preparation Program ("EPP") - a professional preparation program for educator certification as determined and identified by the standards of the Texas State Board of Education.
- 3.8. Professional Development - learning opportunities designed to support and improve mentor teachers'/cooperating teachers' instructional coaching effectiveness and thereby increase the learning and success of teacher candidates and PK-12 students.
- 3.9. Professional Improvement Plan ("PIP") - a detailed improvement and accountability plan of action developed to assist a clinical teacher performing below the EPP's and District's standards.

#### **4. School District Obligations.**

Pursuant to the terms of this Agreement, the District shall:

- 4.1. Collaborative with the EPP in identifying and selecting high quality Mentor/Cooperating Teachers using agreed upon criteria in a number agreeable to both parties.
- 4.2. Share and co-analyze non-identified PK-12 performance data with University for the purpose of specifically preparing teacher candidates to positively impact PK-12 student learning and for the continuous improvement of the EPP. Data sharing will not violate the data sharing policies of the District.
  - 4.2.1 For purposes of the Family Educational Rights and Privacy Act ("FERPA"), University designates the Beverly Sande, PhD ("FERPA Designee"), as a school official with a legitimate educational interest in any educational records (as defined in FERPA) to the extent the FERPA Designee requires access to those records to fulfill its obligations under this Agreement. The FERPA Designee shall comply with FERPA as to any such educational records.
- 4.3. Facilitate the participation of Mentor Teacher/Cooperating Teacher training related to the supervision, mentoring, coaching and evaluation of teacher candidates.
- 4.4. Actively supervise, mentor, coach, and evaluate teacher candidates using EPP processes, reporting requirements, and performance assessment tools.
- 4.5. Actively participate in program evaluation to support PK-12 student performance, in-service and preservice program effectiveness.
  - 4.5.1 Support University in distribution of program/graduate effectiveness surveys to District personnel.
  - 4.5.2 Support teacher candidates in administration of PK-12 student perception surveys for the purposes of professional learning. Information identifying individual students will be shared with the teacher candidates, mentor/cooperating teachers and site coordinators.

- 4.6. Provide opportunities for teacher candidates to attend District-level and school-level professional development.
- 4.7. Expect University and its teacher candidates to comply with the District standards and policies. University shall comply with District technology standards for antivirus, Internet filtering system, operating system setup, and software installation protocols and rules.
- 4.8. Supply facility resources such as a room, at a school site, to be used for mentor trainings, collaborative meetings, and by teacher candidates for course work and conferencing. Said room to be equipped with furnishings and technology (such as projector, document camera, Wi-Fi, etc.) to support programmatic, partnership usage
- 4.9. Participate in ongoing collaborative assessment of the University's educator preparation program through the examination of clinical teacher data, Mentor/Cooperating teacher feedback, and all other data sources, as applicable.
- 4.10. Permit teacher candidates to video record themselves in compliance with all District policies as they deliver instruction for the purpose of licensure, self-reflection, and personal professional development. Signed permission from PK-12 students' parents/guardians will be secured as outlined and required by district policy.
- 4.11. Ensure teacher candidates and PK-12 students are in the presence of a certified teacher of record, to the maximum extent possible.
- 4.12. Provide teacher candidates with wireless internet access in a manner that is mutually acceptable to University and the District.

## **5. University Obligations.**

Pursuant to this Agreement, the University shall:

- 5.1. Collaborate with the District to select University Site Coordinators/Field Supervisors for the Clinical Teaching/Educator Preparation Program.
- 5.2. Provide programming ensuring that teacher candidates meet state and federal guidelines for quality educator preparation.
- 5.3. To the extent not in conflict with University policies and procedures, comply with District policies and procedures and ensure that all University Course Instructors, Site Coordinators/Field Supervisors, and Clinical Teachers are aware of these policies.
- 5.4. Provide a Site Coordinator who is a University faculty member, working within the District, to coach and evaluate clinical teachers/teacher candidates, assist in the selection of Mentor Teachers, support Mentor/Cooperating Teachers, and ensure timely collaborative meetings and communications between District and University.
- 5.5. Assist any teacher candidate falling below the EPP's academic and/or professional standards with a detailed improvement and accountability plan of action developed to ensure improved performance by teacher candidate.

- 5.6. Facilitate quarterly collaborative meetings among the District and EPP at which the effectiveness of the EPP is continually reviewed.
- 5.7. Collaboratively identify and select high quality Mentor/Cooperating teacher using agreed upon criteria.
- 5.8. Collaboratively develop and deliver a mentor teacher training and support program.

## **6. Mutual Obligations.**

Pursuant to this Agreement, the parties shall in good faith:

- 6.1. Collaboratively recruit prospective future-teachers to the Educator Preparation Program.
- 6.2. Encourage District and University faculty to jointly conduct and disseminate research.
- 6.3. Direct employees, under the party's control, to perform the obligations under this Agreement.

## **7. Term**

- 7.1 This Agreement shall be in effect from the date of execution for a term of through September 1, 2028; (5) years.

## **8. Termination.**

- 8.1. Except as otherwise provided, this Agreement may only be terminated by six (6) months' written notification of termination by either party. The parties agree to use their best efforts to allow sufficient opportunity for students enrolled in the teacher education program to graduate prior to the effective date of termination. Upon termination, unless otherwise expressly provided, property purchased in furtherance of this Agreement shall remain the property of the party that purchased such property.

## **9. Miscellaneous.**

- 9.1. Public Information.
  - 9.1.1 District acknowledges that University is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
  - 9.1.2 Upon University's written request, District will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to University in a non-proprietary format acceptable to University. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which University has a right of access.
  - 9.1.3 The District acknowledges that the University may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a) (1), Texas Government Code.

- 9.1.4 The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and the PROVIDER agrees that the agreement can be terminated if the PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.
- 9.2. Governing Law and Venue: The substantive laws of the State of Texas (and not its conflicts of law principles), USA, govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates. Pursuant to Section 85.18 (b), Texas Education Code, venue for a state court suit filed against The Texas A&M University System, any member of The Texas A&M University System, or any officer or employee of The Texas A&M University System is in the county in which the primary office of the chief executive officer of the system or member, as applicable, is located. Venue for any suit brought against The Texas A&M University System in federal court must be in the Houston Division of the Southern District of Texas.
- 9.3. Non-Waiver. District expressly acknowledges that University is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by University of its right to claim such exemptions, privileges, and immunities as may be provided by law
- 9.4. Dispute Resolution. The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by University and District to attempt to resolve any claim for breach of contract made by District that cannot be resolved in the ordinary course of business. District shall submit written notice of a claim of breach of contract under this Chapter to Phillip Ray, University Contracts Officer of Texas A&M University or B.J. Crain, Chief Business Officer of the Texas A&M University System, who shall examine District's claim and any counterclaim and negotiate with District in an effort to resolve the claim.
- 9.5. Conflict of Interest. By executing this Agreement, District and each person signing on behalf of District certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.
- 9.6. Relationship of the Parties. For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, District is an independent contractor and is not a state employee, partner, joint venturer, or agent of University. District will not bind nor attempt to bind University to any agreement or contract. As an independent contractor, District is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance.
- 9.7. Force Majeure. Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, epidemic or pandemic, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.
- 9.8. Entire Agreement. This agreement contains the entire understanding of the parties with respect to its clinical teaching program and supersedes all other written and oral agreements between the parties with respect to the clinical teaching program. It is acknowledged that other contracts may be executed.

Such other agreements are not intended to change or alter this agreement unless expressly stated in writing.

- 9.9. Legal Authority. The person signing on behalf of each party represents and warrants and certifies that they have full legal authority to execute this Agreement on behalf of said party and has authority to bind said party to all the terms, conditions, provisions and obligations contained herein.

**University**

By \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Title Interim Dean, Whitlowe R. Green College of Education

**District**

By \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

## **SUBAWARD SCOPE OF WORK**

*Prairie View A&M University's Leading Equity Across Diverse Environments with  
Revolutionary Synergy (LEADERS)*

and

*Houston Independent School District*

### **I. MISSION**

This Scope of Work (SOW) is an arrangement between parties associated with educational entities. This SOW replaces existing memoranda of understanding/agreements that may exist among the parties as related to the LEADERS program.

This Scope of Work (SOW) establishes a collaboration between parties:

1. Leading Equity Across Diverse Environments with Revolutionary Synergy (hereinafter “LEADERS”) at Prairie View A&M University. LEADERS is a sponsored, highly selective residency model that recruits, trains, and supports teachers and leaders for high-needs and hard-to-staff schools. LEADERS residents learn alongside top district mentors for an entire year while earning a graduate degree.
2. Houston Independent School District (hereinafter “the school district”).

### **II. PURPOSE AND SCOPE**

Graduate students of the Prairie View A&M University Whitlowe R. Green College of Education (WRGCOE) will successfully complete a year-long residency in the school district. There are two main components of the LEADERS project: (1) initial teacher certification with post-baccalaureate students at WRGCOE, and (2) principalship certification with master's students at WRGCOE.

By participating in the LEADERS project, students pursuing initial teacher certification from the WRGCOE will complete a year-long teacher residency in the school district. Upon successfully completing the residency year, residents will then sign a teaching contract with the school district for a minimum of three (3) years. The target population is post-baccalaureate students enrolled in a master's program in the WRGCOE. The prospective initial teacher certification seeking residents will receive the following benefits facilitated by LEADERS:

1. one-on-one training with a content-specific career instructional coach throughout the residency year;
2. two years of induction support from the school district post-residency year;
3. living wage stipend comparable to the school district new teacher salary during the one-year residency;
4. coursework designed to support teaching certification;
5. support from a highly-effective classroom mentor from school district, LEADERS faculty, and local community;
6. free professional development opportunities each semester to support certification exam preparation and instructional development;
7. opportunities for paid after-school tutoring;
8. iPad use during residency and induction years;
9. job placement in the partner school district.

In addition, students pursuing a principal certification from PVAMU- WRGCOE will complete a year-long principal leadership residency in the school district. The target population is students enrolled in a master's principalship program in the WRGCOE. The prospective principal certification seeking residents will receive the following benefits facilitated by LEADERS:

1. Curriculum consistent with infusing culturally responsive leadership;
2. Professional development consistent with culturally responsive and sustainable best practices, utilizing leaders with established credibility in addressing challenges unique to African American children and their families ;
3. One-on-one mentorship for residents seeking principal instructional leadership certification through structured mentorship opportunities;
4. Professional development focused on school, family and community partnership activities during the residency and post-residency years;
5. Professional stipend to participate in administrative duties alongside a highly qualified administrator.

The grant funding has been awarded by the U.S. Department of Education to WRGCOE for LEADERS; the school district is the sub-awardee. As such, WRGCOE is the grantee and will serve as the fiduciary to ensure all financial obligations are honored.

### III. RESPONSIBILITIES

The LEADERS commits to the following for initial teacher certification:

1. \$2000 annual stipends to school district mentors
2. \$2500 annual stipend to the district Point of Contact (POC) who is ultimately responsible



for supporting the recruitment, selection, placement, onboarding, and experiences of residents in the partnering district. Note that the POC is eligible to serve dual roles as an instructional coach and receive the associated stipend or part of the stipend as indicated by time and effort.

3. iPad loan to residents
4. \$500 annual stipend to community mentors
5. Provide a living wage stipend to each participating resident that is \$2000 less than a first-year teacher for the resident's assigned district
6. Provide programmatic training to mentors and instructional coaches
7. Provide professional development and academic support to resident

The school district commits to the following for initial teacher certification post baccalaureate program

1. Ensure each prospective resident is interviewed and that each resident who meets eligibility criteria is employed by the district.
2. Provide a strategic staffing model to support a stipend for (Pre-Baccalaureate) residents.
3. Ensure proper disbursement of stipends to cooperating teachers/mentors, community mentors, point of contact, instructional coach(es), and residents.
4. Hold back \$5,000 of the living wage stipend provided to post-bac residents to be disbursed upon successful completion of the residency model.
5. Assist in recruitment of current school district personnel (i.e. paraprofessionals, instructional aids, volunteers, etc.) that meet the eligibility requirements of LEADERS (Post-Baccalaureate) and encourage application submission.
6. Pending IRB approval, provide access to district, campus, faculty, and student data (de-identified) for the purposes of research and evaluation of the LEADERS program.
7. Ensure that each resident that is placed in the district is hired by the district and enrolled in the Teacher Retirement System (TRS) at step zero.
8. Identify highly qualified cooperating teachers/ mentors for residents and ensure they have release of duties to support residents' professional development.
9. Pair residents with cooperating teachers/ mentor teachers who have a demonstrated track-record of academic achievement among PreK-12 learners through value added measures (VAMs).
10. Provide opportunities for residents to observe various classroom structures and master teachers through a pre-planned, highly structured rotation protocol.
11. Approve residents release time from work to participate in professional development provided by LEADERS.
12. Provide space for semester seminars and special meetings (i.e. teacher breakroom, conference rooms, library, etc. for resident conferencing)

13. Host residents on campus with a 1:1 mentor and 1:5 instructional coach; assessment of persons in these roles is required.
14. Providing induction support for the resident for the first two years as a teacher of record in the district.
15. Cover the costs of passed certification exam(s) the resident completes in the residency year
16. Upon successful completion of the residency year, hire the resident as a teacher for record to the district for a minimum of three years.
17. Facilitated by WRGCOE and LEADERS personnel, school district personnel (i.e. points of contact, instructional coaches, principals, and superintendents) will engage in two annual governance meetings for continuous improvement purposes.
18. Facilitated by WRGCOE and LEADERS personnel, the school district point of contact will engage in monthly implementation meetings for LEADERS monitoring.
19. In year two of residents hired as a teacher of record, the school district will provide guidance and support to residents on the process for applying for student loan forgiveness after three years of teaching in a high-need school.
20. Work alongside LEADERS and WRGCOE personnel to identify a community mentor for each resident.
21. Provide housing information including discounted rate options available through realtors in or near the partnering school district's geographical boundaries.
22. When health emergencies (i.e. COVID 19, other pandemics or epidemics) are not a factor, host an annual 'Intent to Serve' for new residents and a Residency Completion 'Contract Signing Ceremony' for residents who successfully complete the program and meet hiring eligibility criteria.
23. Provide media support of the residency program (e.g. short videos, social media announcements, creation of promotional and marketing materials, etc.). Grant permission for use of district logos for LEADERS-related media platforms.
24. Provide two release days per year for residents to prepare for and/or complete teacher certification exams.

The LEADERS commits to the following for Principalship program:

1. \$2000 annual stipend to school district mentor
2. \$2500 annual stipend to the district Point of Contact (POC) who is ultimately responsible for supporting the recruitment, selection, placement, onboarding, and experiences of residents in the partnering district
3. \$15,000 professional stipend to support extra duties performed by residents from PVAMU-WRGCOE
4. Provide programmatic training to mentors and the school district personnel

5. Provide professional development and academic support to resident

the school district commits to the following for Principalship residents:

1. Assist in recruitment of current school district personnel that meet the eligibility requirements of LEADERS (Principalship) and encourage application submission.
2. Ensure each prospective resident is reviewed and approved by the school district to participate in (Principalship).
3. Ensure proper disbursement of stipends to mentors, point of contact, and Component 3 residents.
4. Pending IRB approval, provide access to district, campus, faculty, and student data (de-identified) for the purposes of research and evaluation of the LEADERS program.
5. Identify highly qualified administrative mentors for residents and ensure they have release of duties to support residents' professional development.
6. Pair residents with an administrative mentor who has a demonstrated track-record of administrative performance among the school district.
7. Provide opportunities for residents to observe various administrative settings, meetings, and structures through a pre-planned, highly structured rotation protocol.
8. Ensure that each resident has opportunities to observe administration on high-need campuses.
9. Provide release time for residents to attend observation opportunities.
10. Provide two release days per year for residents to prepare for and/or complete administrator certification exams.
11. Provide space for semester seminars and special meetings (i.e. teacher breakroom, conference rooms, library, etc. for resident conferencing)
12. Cover the costs of passed certification exam(s) the resident completes in the residency year
13. Upon successful completion of the residency year and certification requirements, support the resident to be hired in a leadership position as desired by the resident and allowable by the school district.
14. Providing ongoing support as the resident obtains a leadership position and continues for a minimum of two years.
15. Facilitated by WRGCOE and LEADERS personnel, the school district personnel (i.e. points of contact, instructional coaches, principals, and superintendents) will engage in two annual governance meetings for continuous improvement purposes.
16. Facilitated by WRGCOE and LEADERS personnel, the school district point of contact will engage in monthly implementation meetings for LEADERS monitoring.
17. Provide media support of the residency program (e.g. short videos, social media announcements, creation of promotional and marketing materials, etc.). Grant permission

for use of district logos for LEADERS-related media platforms.

**University**

By\_\_\_\_\_ Date\_\_\_\_\_

Name\_\_\_\_\_

Title\_\_\_\_\_

**District**

By\_\_\_\_\_ Date\_\_\_\_\_

Name\_\_\_\_\_

Title\_\_\_\_\_

**Regular Board Meeting****6. E. 1.****Meeting Date:** December 13, 2023**Title:** Contract Award for job no. 24/005MR for Fleet Leasing and Management Services**Submitted For:** Jeff Drury, Choice Partners**Submitted By:** Sophia Gutierrez**Recommended Action:** Approve**HCDE Goal(s):** 4. Provide cost savings by leveraging tax dollars**Additional Resource Personnel:** Jane Lopez; Jeff Drury; Richard Vela; Yaritza Roman; Dr. Edna Johnson; and Dr. Jesus Amezcua**Facilities/Technology Approval Needed?:** None

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

**Approval of the Contract Award for job no. 24/005MR for Fleet Leasing and Management Services with the following vendor:** Commercial Vehicle Leasing, LLC dba D& M Leasing (24/005MR-01) for the period of 12/13/2023 through 12/12/2024.

**Subject:**

Choice Partners Cooperative; Contract Award; Fleet Leasing and Management Services; Revenue Generating

**Rationale:**

The process enacted was a Request for Proposal (RFP) to acquire proposals from vendors to provide Fleet Leasing and Management Services to HCDE/Choice Partners members.

Two hundred forty-six (246) invitations were extended for proposals. Two (2) responses were received from vendors. Each response was reviewed for compliance with RFP no. 24/005MR. All responses that met the criteria and requirements of the RFP were evaluated and scored. One (1) vendor is pending award based on HCDE approval of contract deviations, and one (1) vendor offering the best value to HCDE/Choice Partners and its members was selected for award.

HCDE/Choice Partners recommends awarding a one (1) year contract from 12/13/2023 through 12/12/2024 to the vendor stated above in the Posted Agenda Item. Contract no. 24/005MR has the option for up to four (4) annual renewals. Anticipated revenue from contract no. 24/005MR will be an administrative fee of one point five percent (1.5%) on all sales under this contract. This contract is governed by Texas Education Code 44.031.

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

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**Attachments**

Board Recommendation  
Evaluation Summary

## Participation List

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### Inbox

Choice Partners

Purchasing

Purchasing Director

Assistant Superintendent - Business

Form Started By: Sophia Gutierrez

Final Approval Date: 11/30/2023

### Form Review

#### Reviewed By

Jeff Drury

Yaritza Roman

Edna Johnson

Jesus Amezcua

#### Date

11/17/2023 09:52 AM

11/22/2023 09:18 AM

11/27/2023 09:48 AM

11/30/2023

Started On: 11/14/2023 08:38 AM



**Harris County Department of Education  
Choice Partners  
Proposal Recommendation Form  
Program Review**

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

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

Monique Joseph	Choice Partners
Tami Cyrus	Choice Partners
Stephen Kendrick	HCDE

Job (Bid or RFP#) and Name:	24/005MR	Fleet Leasing and Management Services
Board Meeting Date:	12/13/2023	
Date:	11/14/2023	

**Procurement Requirements Available:**

Check One

<input type="checkbox"/>	Under \$2,500 (Requires Division Director and Asst Supt. Approval)
<input type="checkbox"/>	From \$2,500 to \$50,000 (Requires Buyer, Purchasing Director/CFO Approval)
<input type="checkbox"/>	Over \$50,000 (per CH Local)
<input checked="" type="checkbox"/>	Cooperative Programs (Requires Board Approval)

I certify that I have reviewed the attached 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 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 execution of a contract after Board approval.

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

**Justification:**

(Any information that pertains to this job (bid or RFP)

24/005MR Fleet Leasing and Management Services

Choice Partners members will utilize this contract for Fleet Leasing and Management Services.

This contract will provide a discounted price, superior quality, and comply with state purchasing requirements as stated in TEC §44.031.

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

Invitations were sent to	<u>246</u>	vendors
HCDE received	<u>2</u>	responses (see attached evaluation summary).

**Recommendation:**

HCDE is recommending with Choice Partners Cooperative for Commercial Vehicle Leasing, LLC DBA D&M Leasing.





**Harris County Department of Education  
Choice Partners  
Instructions to Recommendation Committee**

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

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<b>To:</b>	<b>Recommendation Committee</b>
<b>From Choice Partners - Contract Manager:</b>	Michael Robles
<b>Job (Bid or RFP) # and Name:</b>	24/005MR Fleet Leasing and Management Services
<b>Board Meeting Date:</b>	12/13/2023
<b>Today's Date:</b>	11/14/2023

Attached are the following materials for your review and possible recommendation to the Superintendent and the Board of Trustees:

Buyer Certification  
Bid Tabulation  
Copy of the Job (Bid or RFP) responses  
Set of Specs will be available for your review

Your responsibility for review of this job (bid or RFP) is to make sure that HCDE receives the best value for the goods and services sought. Please review the attached job (bid or RFP) and certify that all of the procurement requirements have been met in accordance with local Board Policies and legal (federal and state) policies and administrative guidelines set by the Business Office and the Purchasing Division.

Please remember to adhere to section 44.032 of the Texas Education Code, "Enforcement of Purchase Procedures: Criminal Penalties; Removal; Ineligibility" which deal with the penalties related to component, separate, and sequential purchases. In addition, Board policy CH Local and Legal are required to be met as part of your contractual obligation with HCDE.

It should be noted that if a required document is not provided by the bidder, the Purchasing Division will not be able to make a recommendation and or issue a purchase order.

Please review the responses to the job (bid or RFP) and submit the following forms by the required deadline for the next available Board Meeting:

**Signed Certification and Recommendation Form**

If any technicalities or changes need to be made, these must be addressed in the recommendation and presented as such to the Superintendent and the Board of Trustees.

**Agenda Item (Prepared by Buyer handling the job/bid or RFP)**

Once, a recommendation is approved by the Board, the Purchasing Division will issue an award letter and request that any pending bonds or contracts be submitted within 5 days to the District.



Harris County Department of Education  
Choice Partners  
Effectiveness and Compliance Review Form

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

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

From Contract Manager:

Michael Robles

Purchasing Dept:

Edna Johnson, Director

Job- Bid or RFP# and Name:

24/005MR

Fleet Leasing and Management Services

Board Meeting Date:

12/13/2023

Date:

11/14/2023

**Procurement Requirements Available:**

Check One

<input type="checkbox"/>	Under \$2,500 (Requires Division Director and Asst Supt. Approval)
<input type="checkbox"/>	From \$2,500 to \$50,000 (Requires Buyer, Purchasing Director/CFO Approval)
<input type="checkbox"/>	Over \$50,000 (per CH Local)
<input checked="" type="checkbox"/>	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 all buyers and Director)**

## Supplier Scoring Summary

## 24/005MR Addendum 2 - Fleet Leasing & Management Services

Supplier	Rank		Score	Choice Partners Scoring									
				Price:	Vendor's Experience & Reputation:	Quality of products/services	Impact on ability to comply with laws and rules relating to HUB/MWBE/SBE:	Financial Capability:	Location in Texas:	Vendor's past relationship with CP/HCDE or CP Member:	Marketing Plan:		
			100	40.00	20.00	25.00	0.00	5.00	0.00	5.00	5.00		
D&M Leasing	1		85.33	36.00	17.00	21.33	0.00	4.67	0.00	4.00	2.33		
Enterprise Fleet Management	2		70.00	36.00	12.33	13.00	0.00	3.33	0.00	3.67	1.67		
			77.67	36.00	14.67	17.17	0.00	4.00	0.00	3.83	2.00		

### Evaluators:

Stephen Kendrick, HCDE  
 Monique Francis, Choice Partners  
 Tami Cyrus, Choice Partners

Invitations were sent to 246 prospective bidders.  
 Contracts are in accordance with TEC 44.031.

Non-Responsive	0
Non-Awarded	0
Award Threshold of 70	1
Total Responses	1

It is recommended that the following awards of annual contracts:

### Contract

24/005MR-01

D&M Leasing

# Supplier Participation

## 24/005MR Addendum 2

### Fleet Leasing & Management Services

Issue Date: 8/25/2023

Questions Deadline: 10/20/2023 10:00 PM (CT)

Response Deadline: 10/27/2023 02:00 PM (CT)

Choice Partners

#### Contact Information

Contact: Michael Robles

Address: 6005 Westview Drive  
Houston, TX 77055

Phone: (713) 3164254

Email: michael@choicepartners.org

#### Participation Summary

Supplier	Email Status	Response Status
365 Paving & Construction LLC		No Response
3B Logistical Solutions LLC		No Response
A La Chateau Center INC.		No Response
A.J.Hurt,Jr.,Inc. dba Reladyne		No Response
A.T. Kearney		No Response
A-1 Priority Truck Repair		No Response
AAA Painting		No Response
ABBA Corporate Transportations		No Response
Academy of Accelerated Learning (Academy of Accelerated Learning Inc.)		No Response
Acme Auto Leasing, LLC		No Response
Active Minds Academy		No Response
Adroit Advanced Technologies, Inc.		No Response

advanced fleet maintenance		No Response
AdvanceTec Industries Inc		No Response
Advantage Global Logistics Inc.		No Response
AFC Transportation/GBJ, Inc. (AFC Transportation)		No Response
Affiliated Movers of Oklahoma City, Inc.	Fail	No Response
Alamo1 (Alamo Environmental, Inc.)		No Response
Align With Wealth (Align With Wealth)		No Response
All Points of Texas (APMS of Houston LLC)		No Response
All Purpose Professional Services LLC.		No Response
American Classic Tours & Music Festivals (Classic Music Fetivals, Inc.)		No Response
American Equipment & Trailer, Inc		No Response
American Medical Institute Inc (N/A)		No Response
AMF Bruns of America (AMF Bruns of America)		No Response
Anderson Hydra Platforms, Inc.		No Response
Armstrong Relocation		No Response
Arod Transportation (Roddrick Walker)		No Response
Arrow Moving & Storage Co., Inc		No Response
Assist Services LLC		No Response
Association for the Advancement of Mexican Americans		No Response
ATLANTIC PETROLEUM (ATLANTIC PETROLEUM & MINERAL RESOURCES, INC)		No Response
atlas limousine Inc		No Response
AUTONATION FORD (Charlie Thomas Courtesy Ford)		No Response
B&C Mobile Resources		No Response
bayway chevrolet (bayway chevrolet)		No Response
Bee Unique		No Response
Bekins Moving Solutions, Inc (Bekins A-1 Movers, Inc)		No Response
Berger Allied of Houston (Berger Texas Inc.)		No Response
Big Dog Logistics, LLP	Fail	No Response
BLS (Beyond Logistics Services)		Viewed
Blue Skye Logistics Management (Blue Skye Property Solutions)		No Response
Braveheart for Women and Teens Awareness		No Response
Briar Patch		No Response

Bright Horizon	No Response
Bruckner Truck Sales, Inc.	Unsubmitted
Bsgg youth program - stop the violence (Salon 180 angels inc)	No Response
Bubbl (Bubbl Investments)	No Response
Bus Usa (A2Z Limos 4 U, Inc)	No Response
Cardinal Delivery Service	No Response
CCP INDUSTRIES (The Tranzonic Companies)	No Response
CEMA BUS dba HEIGHTS TRANSPORTATION	No Response
CHAR SISTERS PETROLEUM,LLC (FOUR SISTERS PETROLEUM,LLC) Fail	No Response
CharterUp LLC	No Response
Chef Mumsie's Brands LLC	No Response
Child Care Associates	No Response
cindys logistics llc	No Response
City United Bus (City United Bus)	No Response
Classic Chevrolet Sugar Land (Classic Chevrolet Sugar Land, LLC)	No Response
Clean Air Systems, LLC	No Response
Coach USA/Kerrville Bus Company (Coach USA/Kerrville Bus Company)	No Response
Commercial Specialty Cleaning (Commercial Specialty Cleaning)	No Response
Connect Tours & Cruises	No Response
Construction Journal	No Response
Corporate Relocators, LLC	No Response
CRAFT SAFETY INSPECTIONS (JMAC GROUP LLC)	No Response
Creative Bus Sales	No Response
Critical Mass Connection	No Response
Cruising Kitchens (Cruising Kitchens LLC.)	No Response
Crystal Facility Solutions	No Response
CSI Transportaion Services (Corporate Services International (CSI))	No Response
Cyclone FPV (Cyclone 3D, Inc.)	No Response
Cy-Fair Tire (Keilers Holdings, Inc.)	No Response
CypherWorx, Inc.	No Response
D&M Leasing (Commercial Vehicle Leasing, LP)	Submitted
Daisy Charters (Daisy Tours and Conventions)	No Response

DGR United		No Response
DPV Transportation (DPV Transportation, INC.)		No Response
Dr. Mary E. White International, LLC		No Bid
Dunn's Logistics Inc		No Response
Durham School Services (Durham School Services LP)		No Response
E & Hurd LLC		No Response
East End Transfer Moving and Storage, INC		No Response
Easy Way Safety Services, Inc.		No Response
Echo Transportation (Echo Tours and Charters)		No Response
Educational Shippers Association (Leveraged Logistics)		No Response
Ellis Industries	Fail	No Response
Enel X North America (Enel X North America)		Viewed
Enterprise Fleet Management, Inc.		Submitted
Equipment Depot LLC (Equipment Depot)		No Response
Excel Beyond Circumstances (Meredith James)		No Response
Fidis Logistics, LLC		Viewed
First Class Transportation, LLC		No Response
FIRST STUDENT INC		No Response
Ford Motor Company		No Response
ForeFront Power		No Response
Four Stars Ford (Four Stars Ford)		No Response
Fresh One LLC (FreshOne Distribution Services LLC)		No Response
Fresh Start Developmental Learning and Fine Art Center		No Response
Gainsborough Waste		No Response
Gazelle Capital, LLC		No Response
Gerber Tours, Inc.		No Response
Glass Doctor Of Cypress		No Response
Goodman Bus Service (B H Goodman Bus Service, Inc.)		No Response
Goodson Golf & Utility Cars (GALG LLC)		No Response
Greenspring Construction Services		No Response
Grewal Bros Trucking Inc		No Response
Groople Texas, LLC		No Response

GSI Highway		No Response
GTBMC LLC (Got To Be More Careful LLC)	Fail	No Response
Guaranteed Express Inc		No Response
Harvest Christian Academy		No Response
Hazels Expedited Freight		No Response
Holman Parts Distribution (Holman Parts Distribution)		No Response
Honesty Construction Group (HCG Management LLC)		No Response
HONEY BADGER LOGISTICS LLC		No Response
HopSkipDrive (HopSkipDrive, Inc.)		No Response
Horizon Coach Lines (Evergreen Trails, INc)	Fail	No Response
Horns Crew Trucking (Alvin Horn)		No Response
Houston Bus Services (Houston Bus Service)		No Response
<a href="http://www.mychoiceglobal.com">http://www.mychoiceglobal.com</a> ( <a href="http://www.mychoiceglobal.com">http://www.mychoiceglobal.com</a> )		No Response
Hushura World Karate (Hushura World Karate)		Unsubmitted
IEH Auto Parts LLC dba Auto Plus Auto Parts		No Response
Immenance Logistics		No Response
Industrial Air Tool (PSS Industrial Group Corp)		No Response
Infinity Travel Management (Cobler Investments)		No Response
In-Powered by One Significant Act (One Significant Act In-Powered, Inc.)		No Response
Jabrachy Enterprises LLC		No Response
Jae Keith Escapera Travel Group (Jacqueline Keith)		No Response
K&R Group, INC		No Response
KANKO (Floyd's Chores & Odd Jobs)		No Response
Kidz Knect Resource Center		No Response
Kingdomtran (Myki Enterprises)		No Response
Kingway Community Inc		No Response
KMD Hospitality (KMD Hospitality LLC)		No Response
KQ GLOBAL TRANSPORTATION LLC (KQ TRUCKING LLC)		No Response
K-Style Transportation		No Response
Liberty Equipment Sales, Inc.		No Response
Local Care EMS Inc. (Local Care EMS)		No Response
Logistical Concepts LLC		No Response



Longship (Quality Logistics LLC)		No Response
M Rose Logistics (M Rose Logistics)		No Response
Mac Haik Ford Pasadena		No Response
Mainfreight (Mainfreight)		No Response
Majestic Transportation (Majestic Transportation)		No Response
Malor & Company Inc		No Response
Mark Mills		No Response
MARY LOUS TWIRLERS & DRILL TREAM (TERRY LYNN DAVIS)		No Response
Master's Transportation, Inc.		No Response
MCS Logistics, Inc.		No Response
Mission Squash		No Response
Missoula Motor Company		No Response
Monmouth Solutions, Inc.		No Response
Motor Coach Industries, Inc.		No Response
Mutual Industries Inc		No Response
NESCO, LLC		No Response
Next Era Equipment Export LLC		No Response
Next Level Trucking Enterprise		No Response
nwbuss		No Response
One More Round Inc		No Bid
Overland Charters		No Response
Pantonium Inc.		No Response
Paratum Solutions (Paratum Solutions, LLC)		No Response
Park Avenue Solutions	Fail	No Response
PBD, Inc.		No Response
Perform America-Texas, LLC		No Response
Performance Truck INC. (Cleveland Mack sales)		No Response
Phoenix Logistics LLC		No Response
Pioneer Contract Services Inc		No Response
PPI Network, Inc.		No Response
PREMIUM PUMPS & CONTROLS LLC		No Response
Priime Vending		No Response

Pristine-Plus (Pristine Plus Ventures LLC)		No Response
Prodigy Community Development		No Response
PROJAN (USA) Inc.		No Response
Pronto Shipping and Packaging Services Inc.		No Response
Province Holdings LLC		No Response
Purposed Pressure Inc.		No Response
Queens Global LLC		No Response
RED MCCOMB'S FORD (MCCOMBS HFC, LTD)		No Response
Regal Supply & Services LLC (Regal Supply & Services LLC)	Fail	No Response
Reliable Chevrolet		No Response
Rhema Word of Life Church		No Response
Rhodes Porter LLC		No Response
Richardson Jumpstarters LLC		No Response
Righteous Investments & Holdings Inc		No Response
Royal Bus Charter LLC		No Response
Royal Eagle Contracting		No Response
rutherford diversified industries inc		No Response
S. Ferguson Truck Center LP (S. Ferguson Truck Center LP)		No Response
Sam's Limousine and Transportation (Grand Transportation)		Unsubmitted
Sams Pack's five star ford		No Response
Savory Life, LLC (Savory Life, LLC)		No Response
Scrub Texas LLC	Fail	No Response
Semper Fi Logistics LLC (Elisa Mora)		No Response
SERVPRO of Metro-Pittsburgh (MKS Services, Inc.)		No Response
Shoppa's Utility Vehicles (Shoppa's Material Handling, LTD)		No Response
Sky Spotless Cleaners (ADAM NAMAL)		No Response
SOUTH TEXAS PUMP INC		No Response
Southeast Vocational Alliance, Inc.		No Response
Southern Tire Mart, LLC		No Response
Southfork Chrysler Dodge Jeep Ram (FA TX HOU CHRYS, LLC)		No Response
Sparks Spaces Inc.		No Response
Stanley Ford (Denton Coutny Automotive Products)		No Response

STARS- Transportation Management	No Response
Strategic Partnerships, Inc.	No Response
Successful Starters Learning Academy II	No Response
Suddath Workplace Solutions (The Suddath Companies)	No Response
Swift Service Company	No Response
T & D Tax Service LLC	No Response
T.U.C Trucking (The Unbeatable Connection)	No Response
Taking Kidz Places	No Response
Technology International, Inc.	No Response
Texas Association of African American Chambers of Commerce (TAAACC)	No Response
Texas Cooling Experts	No Response
Texas Custom Trailers, LP	No Response
TEXAS MEDICAL EQUIPMENT AND SUPPLIES	No Response
TEXAS TRANSPORTATION AND LOGISTICS, LLC	No Response
Texserve (Dallas County Schools)	No Response
That's Wright Title	No Response
The Auto Clinic (The Auto Clinic LLC)	No Response
The Dream Studio	No Response
The Hertz Corporation	Viewed
The Little Sign Company	No Response
Third Coast Logistics, LLC	No Response
TNT Transportation, LLC	No Response
Trailer Parts Unlimited	No Response
Transcare llc	No Response
Transfinder Corporation	No Response
TransGates Limousine (American momentum Group LLC)	No Response
TRANSPORTATION ONE	No Response
TraStar, Inc.	No Response
Tri Ctiy Charter, Inc	No Response
Trinity Freight Services, LLC (Trinity Freight Services, LLC)	No Response
Twinkle Wonders School of Learning	No Response
U.S Electronics recycling Center Inc (Isaac F Sunnday)	No Response

US Computing Inc	Fail	No Response
US Executive LLC		No Response
V. L Logistics LLC		No Response
Vertex Computers Systems (Vertex Computers Systems)		No Response
Vessel Support Services (Vessel Support Services)		No Response
Visions Contractors Inc DBA Visions Transportation		No Response
Waste Systems Equipment Inc		No Response
WCA Waste Corporation	Fail	No Response
Western Motorcoach, Inc		No Response
Wood Alternator and Starter Service (Homer J. Wood)		No Response
Worldstrides (LAKELAND HOLDINGS LLC)		No Response
YPR Solutions LLC		No Response
Zum Services Inc		No Response

## External Invitation Summary

Invite Email	Auto Approve	Invitation Date	Email Status	Status	Status Date
BusinessDevelopment@dgs.ca.gov	Yes	8/25/2023	Fail	Invitation Sent	8/25/2023
ccanorro@omwbe.wa.gov	Yes	8/25/2023	Fail	Invitation Sent	8/25/2023
Celeste.Metcalf@oa.mo.gov	Yes	8/25/2023	Fail	Invitation Sent	8/25/2023
Charles.Newton@doa.ri.gov	Yes	8/25/2023	Fail	Invitation Sent	8/25/2023
Clarence.Mann@adeca.alabama.gov	Yes	8/25/2023	Fail	Invitation Sent	8/25/2023
froseburgh@idoa.in.gov	Yes	8/25/2023	Fail	Invitation Sent	8/25/2023
ida.mcpherson@dembe.virginia.gov	Yes	8/25/2023	Fail	Invitation Sent	8/25/2023
kristiana.j.oliver@wv.gov	Yes	8/25/2023	Fail	Invitation Sent	8/25/2023
Lourdes.Zapata@esd.ny.gov	Yes	8/25/2023	Fail	Invitation Sent	8/25/2023
rachel.snell@cpa.state.tx.us	Yes	8/25/2023	Fail	Invitation Sent	8/25/2023

raleigh.lewis@state.or.us	Yes	8/25/2023	Fail	Invitation Sent	8/25/2023
todd.mcgonigle@das.state.oh.us	Yes	8/25/2023	Fail	Invitation Sent	8/25/2023
TSB@dia.iowa.gov	Yes	8/25/2023	Fail	Invitation Sent	8/25/2023
rharris@kansascommerce.com	Yes	8/25/2023	Warn	Invitation Sent	8/25/2023
Thad.Fortune@dms.myflorida.com	Yes	8/25/2023	Warn	Invitation Sent	8/25/2023
bcovington@mississippi.org	Yes	8/25/2023		Invitation Sent	8/25/2023
BEP.CMS@Illinois.gov	Yes	8/25/2023		Invitation Sent	8/25/2023
davida.manning@admin.sc.gov	Yes	8/25/2023		Invitation Sent	8/25/2023
deborah.sacra@state.de.us	Yes	8/25/2023		Invitation Sent	8/25/2023
Dennis.English@doa.nc.gov	Yes	8/25/2023		Invitation Sent	8/25/2023
DOABDMBD@wisconsin.gov	Yes	8/25/2023		Invitation Sent	8/25/2023
gs-bmwbo@pa.gov	Yes	8/25/2023		Invitation Sent	8/25/2023
hiral.nelson@hertz.com	No	10/16/2023		Invitation Sent	10/16/2023
meg.yetishefsky@ct.gov	Yes	8/25/2023		Invitation Sent	8/25/2023
mmdhelp.line@state.mn.us	Yes	8/25/2023		Invitation Sent	8/25/2023
reggie.nunnally@massmail.state.ma.us	Yes	8/25/2023		Invitation Sent	8/25/2023

## Participant Detail

### 365 Paving & Construction LLC

Address: 1618 E. Griffin Parkway  
Mission, TX 78572  
(956) 607-0470

Participation Type: Active Supplier

Email Status:

Response Status: No Response

Invitation Date: 8/25/2023

Invitation Emails: 365paving@gmail.com

Initiation Type: Automatic

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### 3B Logistical Solutions LLC

Address: 1031 Fox Bend Way  
Prosper, TX 75078  
(972) 365-7698

Classifications: MBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: brandon@3bls.com

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### A La Chateau Center INC.

Address: 6955 Almeda Rd  
Houston, TX 77021  
(832) 863-8339

Classifications: MBE (Primary)  
SBE  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: alachateaucenter@gmail.com

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### A.J.Hurt,Jr.,Inc. dba Reladyne

Address: 3310 Alice Street  
Houston, TX 77021  
(713) 747-7411

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: crayton.nelson@reladyne.com

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### A.T. Kearney

Address: 222 W Adams St  
Chicago, IL 60606  
(312) 648-0111

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: alexander.schmidt@atkearney.com

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### A-1 Priority Truck Repair

Address: 6650 Signat Dr  
Houston, TX 77041  
(713) 204-7517

Classifications: MBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: office.a1prioritytruck@gmail.com

### **AAA Painting**

Address: 6005 Westview Rd.  
Houston, TX 77055  
(713) 696-2600

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails:

### **ABBA Corporate Transportations**

Address: 8133 Jackrabbit Road  
Houston, TX 77041  
(713) 532-4170

Classifications: MBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: reservation@abbalimos.com

### **Academy of Accelerated Learning (Academy of Accelerated Learning Inc.)**

Address: 5300 N. Braeswood Suite 8  
Houston, TX 77096  
(713) 668-9237

Classifications: MBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: drobins@aalinc.org  
jmay@aalinc.org

### **Acme Auto Leasing, LLC**

Address: 440 Washington Ave  
North Haven, CT 06473  
(203) 234-6850

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: gsa@acmeautoleasing.com

### **Active Minds Academy**

Address: 319 W Defee St.  
Baytown, TX 77520  
(281) 420-2791

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: activemindsacademy@hotmail.com

### **Adroit Advanced Technologies, Inc.**

Address: 10235 W. Little York Rd

Response Status: No Response

Suite 430  
Houston, TX 77040  
(650) 447-8014

Initiation Date: 8/25/2023  
Initiation Emails: erin@goadroit.com

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

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**advanced fleet maintenance**

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Address: po box 2004  
Cleveland, TX 77328  
(281) 223-3593

Response Status: No Response  
Initiation Date: 8/25/2023  
Initiation Emails: richard@afmdpfcleaning.com

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

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**AdvanceTec Industries Inc**

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Address: 1150 NW 163 Drive  
Miami, FL 33169  
(305) 623-3939

Response Status: No Response  
Initiation Date: 8/25/2023  
Initiation Emails: acortes@advancetec.com

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

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**Advantage Global Logistics Inc.**

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Address: 3421 Carmel Hills Dr  
Denton, TX 76208  
(940) 594-0409

Response Status: No Response  
Initiation Date: 8/25/2023  
Initiation Emails: j.hauenstein@advantagegloballogistics.com

Classifications: SBE (Primary)  
HUB

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

---

**AFC Transportation/GBJ, Inc. (AFC Transportation)**

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Address: 15734 Aldine Westfield Rd.  
Houston, TX 77032  
(713) 988-5466

Response Status: No Response  
Initiation Date: 8/25/2023  
Initiation Emails: john@afchouston.com  
sales@echoafc.com

Classifications: CPC (Primary)  
HGA

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

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**Affiliated Movers of Oklahoma City, Inc.**

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Address: 2200 SE 69th st.

Response Status: No Response



Oklahoma city, OK 73149  
(405) 677-7400  
Classifications: SBE (Primary)  
Participation Type: Active Supplier  
Email Status: Fail  
Initiation Type: Automatic

Initiation Date: 8/25/2023  
Initiation Emails: Nhowell@affiliatedmovers.com

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**Alamo1 (Alamo Environmental, Inc.)**

Address: 2900 Nacogdoches Rd  
San Antonio, TX 78217  
(210) 404-1220

Classifications: MBE (Primary)  
SBE  
HUB

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/25/2023  
Initiation Emails: jsoto@alamo1.com  
smcbride@alamo1.com

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**Align With Wealth (Align With Wealth)**

Address: 2129 FM 2920 190-206  
Spring  
Spring, TX 77388  
(832) 774-5598

Classifications: MBE (Primary)  
WBE

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/25/2023  
Initiation Emails: Alignwithwealthllc@gmail.com

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**All Points of Texas (APMS of Houston LLC)**

Address: 3550 Brittmoore rd. ste 100  
Houston, TX 77043  
(713) 690-7000

Classifications: CPC (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/25/2023  
Initiation Emails: John@allpointsoftexas.com

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**All Purpose Professional Services LLC.**

Address: 125 Commerce Dr. Suite G  
Fayetteville, GA 30214  
(770) 703-1661

Classifications: MBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/25/2023  
Initiation Emails: larry.warren@appservicesllc.com

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**American Classic Tours & Music Festivals (Classic Music Fetivals, Inc.)**

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Address:	4243 E. Piedras Dr., Suite 155 San Antonio, TX 78228 (210) 733-8167	Response Status:	No Response
		Initiation Date:	8/25/2023
		Initiation Emails:	
Classifications:	SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

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**American Equipment & Trailer, Inc**

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Address:	3707 MLK Jr Blvd Lubbock, TX 79404 (806) 747-2991	Response Status:	No Response
		Initiation Date:	8/25/2023
		Initiation Emails:	stan@aet.us
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

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**American Medical Institute Inc (N/A)**

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Address:	6902 Cook Road Houston, TX 77072 (713) 772-5300	Response Status:	No Response
		Initiation Date:	8/25/2023
		Initiation Emails:	lfye@msn.com
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

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**AMF Bruns of America (AMF Bruns of America)**

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Address:	1797 Georgetown RD Hudson, OH 44236 (267) 614-5701	Response Status:	No Response
		Initiation Date:	8/25/2023
		Initiation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

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**Anderson Hydra Platforms, Inc.**

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Address:	7703 Park Place Rd York, SC 29745 (803) 366-8195	Response Status:	No Response
		Initiation Date:	8/25/2023
		Initiation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

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**Armstrong Relocation**

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Address:	6421 FM 3009 Suite, 200	Response Status:	No Response
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Schertz, TX 78154  
(202) 549-8700

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Initiation Date: 8/25/2023

Initiation Emails: mmayotte@goarmstrong.com

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### **Arod Transportation (Roddrick Walker)**

Address: P.O. BOX 716  
Fresno, TX 77545  
(281) 657-5360

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: arodtransportation@gmail.com

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### **Arrow Moving & Storage Co., Inc**

Address: 4322 Milling Rd  
San Antonio, TX 78219  
(210) 359-1333

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails:

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### **Assist Services LLC**

Address: 9450 SW Gemini Dr  
PMB 63721  
Beaverton, OR 97008  
(816) 397-3447

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: newpartnerships@assistservicesonline.com

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### **Association for the Advancement of Mexican Americans**

Address: 6001  
Gulf Freeway, TX 77023  
(713) 967-6700

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: mcardona@aama.org

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### **ATLANTIC PETROLEUM (ATLANTIC PETROLEUM & MINERAL RESOURCES, INC)**

Address: 1445 NORTH LOOP W  
HOUSTON, TX 77008  
(713) 223-2767

Participation Type: Active Supplier

Email Status:

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: andah@atlanticpetro.com

Initiation Type: Automatic

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**atlas limousine Inc**

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Address: 2 fish house rd  
kearny, NJ 07032  
(201) 249-9128

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails:

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**AUTONATION FORD (Charlie Thomas Courtesy Ford)**

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Address: 6250 South Padre Island Dr  
Corpus Christi, TX 78412  
(361) 994-6200

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: johnsonw1@autonation.com

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**B&C Mobile Resources**

---

Address: 450 CENTURY PARKWAY  
Allen, TX 75013  
(469) 702-0593

Classifications: MBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: Info@bcmobileresources.com

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**bayway chevrolet (bayway chevrolet)**

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Address: 5719 broadway st  
pearland, TX 77584  
(281) 997-5100

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails:

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**Bee Unique**

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Address: 20711 Falling Cypress Ct  
Humble, TX 77338  
(832) 455-7427

Classifications: MBE (Primary)  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: mngrant808@gmail.com

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**Bekins Moving Solutions, Inc (Bekins A-1 Movers, Inc)**

---

Address:	750 ALMEDA-GENOA Houston, TX 77047 (877) 610-9977	Response Status:	No Response
		Invitation Date:	8/25/2023
		Invitation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

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**Berger Allied of Houston (Berger Texas Inc.)**

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Address:	3021 Mangum Houston, TX 77092 (713) 683-5909	Response Status:	No Response
		Invitation Date:	8/25/2023
		Invitation Emails:	
Classifications:	TAS (Primary) TXM		
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

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**Big Dog Logistics, LLP**

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Address:	1235 North Loop West Suite 500 Houston, TX 77008 (713) 996-8171	Response Status:	No Response
		Invitation Date:	8/25/2023
		Invitation Emails:	klane@bigdoggroup.com
Classifications:	TXM SBE (Primary) HUB		
Participation Type:	Active Supplier		
Email Status:	Fail		
Invitation Type:	Automatic		

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**BLS (Beyond Logistics Services)**

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Address:	189 Nodena Drive Dripping Springs, TX 78620 (281) 710-3177	Response Status:	Viewed
		Status Date:	10/24/2023 03:27 PM (CT)
		Invitation Date:	8/25/2023
		Invitation Emails:	sales@beyondls.com
Classifications:	MBE SBE (Primary) HUB WBE		
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

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**Blue Skye Logistics Management (Blue Skye Property Solutions)**

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Address:	7838 Murciana Dr	Response Status:	No Response
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Classifications: Rosharon, TX 77583  
(737) 329-0980  
MBE  
SBE (Primary)  
WBE  
Participation Type: Active Supplier  
Email Status:  
Invitation Type: Automatic  
Invitation Date: 8/25/2023  
Invitation Emails: chinasherron@yahoo.com

### **Braveheart for Women and Teens Awareness**

---

Address: 5703 S. Magazine Cir  
Houston, TX 77084  
(832) 208-1516  
Classifications: SBE (Primary)  
WBE  
Participation Type: Active Supplier  
Email Status:  
Invitation Type: Automatic  
Response Status: No Response  
Invitation Date: 8/25/2023  
Invitation Emails: braveheart@americanprotectionacademy.com

### **Briar Patch**

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Address: 12283-A Veterans Memorial Dr.  
Houston, TX 77067  
(281) 315-5299  
Classifications: MBE (Primary)  
SBE  
WBE  
Participation Type: Active Supplier  
Email Status:  
Invitation Type: Automatic  
Response Status: No Response  
Invitation Date: 8/25/2023  
Invitation Emails: tpensonwilson@yahoo.com

### **Bright Horizon**

---

Address: 3750 Vegas Rd  
Granbury, TX 76048  
(405) 714-9629  
Participation Type: Active Supplier  
Email Status:  
Invitation Type: Automatic  
Response Status: No Response  
Invitation Date: 8/25/2023  
Invitation Emails: lexie.brorsen@gmail.com

### **Bruckner Truck Sales, Inc.**

---

Address: 3611 Irving Blvd  
Dallas, TX 75247  
(210) 863-6478  
Participation Type: Active Supplier  
Email Status:  
Invitation Type: Automatic  
Response Status: Unsubmitted  
Status Date: 9/13/2023 08:59 AM (CT)  
Invitation Date: 8/25/2023  
Invitation Emails: tanderson@brucknertruck.com

### **Bsgg youth program - stop the violence (Salon 180 angels inc)**

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Address:	2580 cypress creek parkway Houston, TX 77068 (281) 881-9660	Response Status:	No Response
		Invitation Date:	8/25/2023
		Invitation Emails:	msmoed@yahoo.com
Classifications:	MBE (Primary) SBE WBE		
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

---

**Bubbl (Bubbl Investments)**

Address:	8900 John W Carpenter Dallas, TX 75205-2119 (954) 871-8898	Response Status:	No Response
		Invitation Date:	8/25/2023
		Invitation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

---

**Bus Usa (A2Z Limos 4 U, Inc)**

Address:	1075 west griffin st Dallas, TX 75215 (214) 748-5466	Response Status:	No Response
		Invitation Date:	8/25/2023
		Invitation Emails:	info@bususa.net
Classifications:	MBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

---

**Cardinal Delivery Service**

Address:	P.O. Box 2047 Bellaire, TX 77402 (713) 218-6400	Response Status:	No Response
		Invitation Date:	8/25/2023
		Invitation Emails:	clinderman@cardinal-delivery.com
Classifications:	SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

---

**CCP INDUSTRIES (The Tranzonic Companies)**

Address:	26301 Curtis Wright Parkway #200 Richmond Heights, OH 44143 (979) 574-6335	Response Status:	No Response
		Invitation Date:	8/25/2023
		Invitation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

---

**CEMA BUS dba HEIGHTS TRANSPORTATION**

Address: 8646 CATALINA LANE  
HOUSTON, TX 77075  
(713) 802-1144

Classifications: MBE  
DIR  
HGA  
TAS  
TCP  
TIP  
TPA  
TXM  
USC  
SBE  
HUB (Primary)  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails:

---

### **CHAR SISTERS PETROLEUM,LLC (FOUR SISTERS PETROLEUM,LLC)**

Address: 2900 N QUINLAN PARK RD,  
SUITE B240  
AUSTIN, TX 78732  
(512) 538-0525

Classifications: MBE  
SBE (Primary)  
HUB  
WBE

Participation Type: Active Supplier

Email Status: Fail

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: RITI@FOURSISTERSPETRO.CO  
M

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### **CharterUp LLC**

Address: 3340 Peachtree Rd NE  
Ste 100  
Atlanta, GA 30326  
(855) 920-8857

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails:

---

### **Chef Mumsie's Brands LLc**

Address: 32565 b Golden Lantern  
201  
Dana Point, CA 92629  
(949) 424-5220

Classifications: MBE

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: cl@chefmumsie.co



SBE (Primary)

WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### Child Care Associates

---

Address: 3000 E BELKNAP ST  
FORT WORTH  
FORT WORTH, TX 76111-4142  
(817) 838-0055

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: patricia.looper@childcareassociates.org

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### cindys logistics llc

---

Address: 7509 glen falls  
houston, TX 77049  
(562) 637-5641

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: angelsanchez@cindyslogisticsllc.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### City United Bus (City United Bus)

---

Address: 506 Loop 12  
Irving, TX 75061  
(469) 585-4847

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: christie@usabus.net

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### Classic Chevrolet Sugar Land (Classic Chevrolet Sugar Land, LLC)

---

Address: 13115 Southwest Frwy.  
Sugar Land, TX 77478  
(281) 243-1156

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: bspears@classicchevysugarland.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### Clean Air Systems, LLC

---

Address: 2 Secluded Trail  
Spring, TX 77380  
(713) 992-3507

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: cas.jcrabbe@gmail.com

Classifications: SBE (Primary)  
HUB  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Coach USA/Kerrville Bus Company (Coach USA/Kerrville Bus Company)**

---

Address: 1800 Delano St.  
Houston, TX 77003  
(713) 730-3095

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: jacqui.stewart@coachusa.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Commercial Specialty Cleaning (Commercial Specialty Cleaning)**

---

Address: 103 Summer Drive  
Smyrna, DE 19977  
(302) 508-2857

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: cspecialtycleaning@gmail.com

Classifications: MBE (Primary)  
SBE  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Connect Tours & Cruises**

---

Address: 11525 Riverview Dr  
Houston, TX 77077  
(713) 780-3511

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails:

Classifications: WBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Construction Journal**

---

Address: 400 SW 7th Street  
Stuart, FL 34994  
(772) 781-2144

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails:

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Corporate Relocators, LLC**

---

Address: 1530 W Sam Houston Pkwy N  
Suite 106  
Houston, TX 77095  
(281) 450-7627

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: connie@crprelo.com

Classifications: SBE (Primary)

HUB  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **CRAFT SAFETY INSPECTIONS (JMAC GROUP LLC)**

---

Address: 9894 Bissonnet St  
SUITE 410  
HOUSTON, TX 77036  
(832) 864-2396

Response Status: No Response  
Initiation Date: 8/25/2023  
Initiation Emails: rcraft@csinspector.com

Classifications: MBE  
TPA  
SBE  
HUB (Primary)  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Creative Bus Sales**

---

Address: 3880 Valley View Ln  
Irving, TX 75062  
(817) 805-7676

Response Status: No Response  
Initiation Date: 8/25/2023  
Initiation Emails: RyanF@CreativeBusSales.com

Classifications: HGA (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Critical Mass Connection**

---

Address: 126 E. Burke Street  
Martinsburg, WV 25427  
(571) 484-4376

Response Status: No Response  
Initiation Date: 8/25/2023  
Initiation Emails: sharesemsmith@gmail.com

Classifications: MBE (Primary)  
SBE  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Cruising Kitchens (Cruising Kitchens LLC.)**

---

Address: 14732 Bulverde Rd  
San Antonio, TX 78247  
(210) 402-2829

Response Status: No Response  
Initiation Date: 8/25/2023  
Initiation Emails: info@cruisingkitchens.com

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

---

### **Crystal Facility Solutions**

Address: 11011 S Wilcrest Dr. Suite B  
Houston, TX 77099  
(281) 506-8826

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails:

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

---

### **CSI Transportaion Services (Corporate Services International (CSI))**

Address: 5701 Southwest freeway  
Houston, TX 77057  
(713) 647-6906

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: info@csidmc.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

---

### **Cyclone FPV (Cyclone 3D, Inc.)**

Address: 5546 Silent Timber Path LN.  
Spring, TX 77386  
(833) 538-7747

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails:

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

---

### **Cy-Fair Tire (Keilers Holdings, Inc.)**

Address: 3201 Texas 36 South  
Brenham, TX 77833  
(979) 421-7900

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails:

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

---

### **CypherWorx, Inc.**

Address: 130 Andrews St.  
Rochester, NY 14604  
(585) 545-1562

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: sstookey@cypherworx.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

---

### **D&M Leasing (Commercial Vehicle Leasing, LP)**

Address: 1400 West 7th Street

Response Status: Submitted

	Fort Worth, TX 76102-2625 (214) 412-1656	Status Date:	8/28/2023 09:49 AM (CT)
Classifications:	MBE (Primary) CPC HUB	Response Date:	10/6/2023 12:48 PM (CT)
		Invitation Date:	8/25/2023
		Invitation Emails:	ecain@dmautoleasing.com
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

### **Daisy Charters (Daisy Tours and Conventions)**

---

Address:	1505 E. Houston St. San Antonio, TX 78202 (210) 225-8600	Response Status:	No Response
		Invitation Date:	8/25/2023
		Invitation Emails:	david@daisycharters.com
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

### **DGR United**

---

Address:	6402 Oaknut Dr houston, TX 77088 (832) 270-3449	Response Status:	No Response
		Invitation Date:	8/25/2023
		Invitation Emails:	
Classifications:	MBE (Primary) SBE HUB		
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

### **DPV Transportation (DPV Transportation, INC.)**

---

Address:	383 Second Street Everett, MA 02149 (877) 378-4445	Response Status:	No Response
		Invitation Date:	8/25/2023
		Invitation Emails:	hernan.santamaria@dpvtransportation.com
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

### **Dr. Mary E. White International, LLC**

---

Address:	2130 Tandy Park Way Houston, TX 77047 (713) 397-1221	Response Status:	No Bid
		Status Date:	8/28/2023 05:51 PM (CT)
		Response Date:	8/28/2023 05:51 PM (CT)
Classifications:	MBE SBE (Primary) HUB WBE		
Participation Type:	Active Supplier		
Invitation Type:	Not Invited		

## Dunn's Logistics Inc

---

Address:	2220 Westcreek Ln apt1409 Houston, TX 77027 (877) 791-5696	Response Status:	No Response
		Initiation Date:	8/25/2023
		Initiation Emails:	Info@blackeagletransportation.com
Classifications:	MBE SBE (Primary) WBE		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

## Durham School Services (Durham School Services LP)

---

Address:	4300 Weaver Parkway Warrenville, IL 60555 (630) 821-5400	Response Status:	No Response
		Initiation Date:	8/25/2023
		Initiation Emails:	bramsdell@durhamschoolservices.com
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

## E & Hurd LLC

---

Address:	8990 Kirby Dr ste 22 Houston, TX 77054 (346) 453-2444	Response Status:	No Response
		Initiation Date:	8/25/2023
		Initiation Emails:	e.hurdllc@gmail.com
Classifications:	MBE SBE HUB (Primary) WBE		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

## East End Transfer Moving and Storage, INC

---

Address:	5607 Cavanaugh St Houston, TX 77021 (713) 644-1811	Response Status:	No Response
		Initiation Date:	8/25/2023
		Initiation Emails:	holly@eastendtransfer.com
Classifications:	SBE (Primary) HUB WBE		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

## Easy Way Safety Services, Inc.

---

Address:	10939 B Reed Hartman Hwy	Response Status:	No Response
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Cincinnati, OH 45242	Invitation Date:	8/25/2023
(800) 543-0575	Invitation Emails:	tsackett@ewss.org
Participation Type:	Active Supplier	
Email Status:		
Invitation Type:	Automatic	

### **Echo Transportation (Echo Tours and Charters)**

---

Address:	P.O. Box 532789	Response Status:	No Response
	Grand Prairie, TX 75053	Invitation Date:	8/25/2023
	(817) 572-4114	Invitation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

### **Educational Shippers Association (Leveraged Logistics)**

---

Address:	1510 Hunters Pointe Drive	Response Status:	No Response
	Richmond, IN 47374	Invitation Date:	8/25/2023
	(888) 325-8655	Invitation Emails:	
Classifications:	TIP		
	SBE (Primary)		
	WBE		
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

### **Ellis Industries**

---

Address:	13118 RyanEagles	Response Status:	No Response
	Houston, TX 77044	Invitation Date:	8/25/2023
	(281) 451-5391	Invitation Emails:	rbonton@ellisindustries.net
Classifications:	MBE (Primary)		
Participation Type:	Active Supplier		
Email Status:	Fail		
Invitation Type:	Automatic		

### **Enel X North America (Enel X North America)**

---

Address:	One Marina Park, Suite 400	Response Status:	Viewed
	Suite 400	Status Date:	10/25/2023 08:08 AM (CT)
	Boston, MA 02110	Invitation Date:	8/25/2023
	(978) 409-7232	Invitation Emails:	shauna.barnes@enel.com
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

### **Enterprise Fleet Management, Inc.**

---

Address:	600 Corporate Park Dr.	Response Status:	Submitted
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St. Louis, MO 63105  
(713) 300-9179  
Classifications: CPC (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Manual

Status Date: 10/11/2023 11:41 AM (CT)  
Response Date: 10/27/2023 11:18 AM (CT)  
Initiation Date: 8/25/2023  
Initiation Emails: william.j.dobosz@efleets.com

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**Equipment Depot LLC (Equipment Depot)**

Address: 16330 Air Center Blvd  
Houston, TX 77032  
(713) 869-6801  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/25/2023  
Initiation Emails: michael.schaad@eqdepot.com

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**Excel Beyond Circumstances (Meredith James)**

Address: 11818 Greenmesa Dr.  
12402 Greensbrook Forest Dr.  
Houston, TX 77044  
(281) 809-3996  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/25/2023  
Initiation Emails: excelbeyond@yahoo.com

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**Fidis Logistics, LLC**

Address: 3845 Cypress Creek Pkwy  
Suite 210  
Houston, TX 77014  
(346) 306-8358  
Classifications: HUB (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: Viewed  
Status Date: 10/26/2023 07:48 PM (CT)  
Initiation Date: 8/25/2023  
Initiation Emails: contact@fidislogistics.com

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**First Class Transportation, LLC**

Address: 12703 Eastex Freeway  
Houston, TX 77039  
(346) 229-4034  
Classifications: CPC (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/25/2023  
Initiation Emails: fsmith@firstclasstours.net

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**FIRST STUDENT INC**

Address: 600 Vine Street 1400

Response Status: No Response



Cincinnati, OH 45202  
(630) 452-0804

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Initiation Date: 8/25/2023

Initiation Emails: david.chan@firstgroup.com

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### Ford Motor Company

Address: 1 American Road  
Dearborn, MI 48126  
(800) 343-5338

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: proposals@groups.ford.com

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### ForeFront Power

Address: 100 Montgomery Street  
Suite 725  
San Francisco, CA 94104  
(650) 740-0191

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: proposals@forefrontpower.com

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### Four Stars Ford (Four Stars Ford)

Address: 205 W. BELKNAP STREET  
JACKSBORO, TX 76458  
(817) 509-8876

Classifications: HUB (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails:

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### Fresh One LLC (FreshOne Distribution Services LLC)

Address: 4001 Adler Dr. Suite 200  
Dallas, TX 75211  
(817) 456-8153

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: bford@fresh-one.com

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### Fresh Start Developmental Learning and Fine Art Center

Address: 1620 Spencer Highway #21  
South Houston, TX 77587  
(713) 378-0255

Classifications: MBE (Primary)  
SBE

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: freshstartlearning2010@gmail.com

WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### Gainsborough Waste

---

Address: 950 McCarty  
Houston, TX 77029  
(713) 785-8050

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: larry@gtxwaste.com  
elizabeth@gtxwaste.com

### Gazelle Capital, LLC

---

Address: 6785 58TH AVE N  
Saint Petersburg, FL 33709  
(503) 544-7450

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails:

### Gerber Tours, Inc.

---

Address: 100 Crossways Park Drive West  
Suite 400  
Woodbury  
Woodbury, NY 11797  
(516) 826-5000

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: abardliving@contemporarytours.com

### Glass Doctor Of Cypress

---

Address: 17219 Houston Dr  
Houston, TX 77433  
(832) 593-9988

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: Cypress.osr@glassdoctor.com

### Goodman Bus Service (B H Goodman Bus Service, Inc.)

---

Address: 6001 North Shepherd  
Houston, TX 77091  
(713) 880-9700

Classifications: SBE (Primary)  
HUB

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: charmain@goodmanbus.com  
jason@goodmanbus.com

WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### Goodson Golf & Utility Cars (GALG LLC)

---

Address: 1804 Fort Worth Hwy  
Weatherford, TX 76086  
(817) 594-8700

Classifications: SBE (Primary)  
HUB  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: Brandt@goodsongolfcars.com

### Greenspring Construction Services

---

Address: 1405 S Fern St #566  
Arlington, VA 22202  
(571) 239-4373

Classifications: MBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: constructiongreenspring@gmail.com

### Grewal Bros Trucking Inc

---

Address: 515 E Greenway Avenue  
Turlock, CA 95382  
(209) 678-2557

Classifications: MBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: akg5213@sbcglobal.net

### Groople Texas, LLC

---

Address: 990 Hwy 287 N.  
Ste. 106 #214  
Mansfield, TX 76063  
(817) 987-9004

Classifications: MBE  
SBE (Primary)  
HUB

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: jbutler@groople.com

## GSI Highway

---

Address: 2861 S Beltline Rd  
Dallas, TX 75253  
(214) 477-8136

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails:

## GTBMC LLC (Got To Be More Careful LLC)

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Address: 411 N Sam Houston Pkwy E  
Ste 365  
HOUSTON, TX 77060  
(346) 479-6256

Classifications: MBE  
SBE  
HUB (Primary)  
WBE

Participation Type: Active Supplier

Email Status: Fail

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: renita@gtbmcllc.com

## Guaranteed Express Inc

---

Address: 1720 Regal Row  
Ste. 150  
Dallas, TX 75235  
(214) 631-8054

Classifications: SBE (Primary)  
HUB  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: jblakeney@gxcourier.com

## Harvest Christian Academy

---

Address: 17770 Imperial Valley Dr.  
houston, TX 77060  
(281) 423-3616

Classifications: MBE (Primary)  
SBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: drhone1984@gmail.com

## Hazels Expedited Freight

---

Address: 2009 McKenzie Dr.

Response Status: No Response

	Suite 110 Carrollton, TX 75006 (972) 685-0861	Invitation Date: 8/25/2023 Invitation Emails: SCOT.KEARNES@HAZELS.COM
Classifications:	HUB (Primary) WBE	
Participation Type:	Active Supplier	
Email Status:		
Invitation Type:	Automatic	

### **Holman Parts Distribution (Holman Parts Distribution)**

---

Address:	9040 Burrough Dover Lane Pennsauken, NJ 08110 (609) 257-7418	Response Status: No Response Invitation Date: 8/25/2023 Invitation Emails: Jrodriguez@holmanparts.com
Participation Type:	Active Supplier	
Email Status:		
Invitation Type:	Automatic	

### **Honesty Construction Group (HCG Management LLC)**

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Address:	3102 Brahman Dr Manvel, TX 77578 (832) 385-0201	Response Status: No Response Invitation Date: 8/25/2023 Invitation Emails: gregw@honestycg.com julie@juliehartman.com
Classifications:	MBE (Primary) SBE HUB	
Participation Type:	Active Supplier	
Email Status:		
Invitation Type:	Automatic	

### **HONEY BADGER LOGISTICS LLC**

---

Address:	507 S Main Street Tonkawa, OK 74653 (813) 293-2695	Response Status: No Response Invitation Date: 8/25/2023 Invitation Emails:
Classifications:	MBE (Primary) WBE	
Participation Type:	Active Supplier	
Email Status:		
Invitation Type:	Automatic	

### **HopSkipDrive (HopSkipDrive, Inc.)**

---

Address:	360 East 2nd Street Suite 325 Los Angeles, CA 90012 (844) 467-7547	Response Status: No Response Invitation Date: 8/25/2023 Invitation Emails: jpcapulog@hopskipdrive.com
Classifications:	CPC (Primary)	
Participation Type:	Active Supplier	
Email Status:		

Initiation Type: Automatic

### Horizon Coach Lines (Evergreen Trails, INC)

---

Address: 17810 Meeting House Rd Ste.200 Response Status: No Response  
Sandy Springs, MD 20860 Initiation Date: 8/25/2023  
(301) 260-2070 Initiation Emails: kseals@horizoncoachlines.com

Participation Type: Active Supplier

Email Status: Fail

Initiation Type: Automatic

### Horns Crew Trucking (Alvin Horn)

---

Address: 107 B Cherie Ln Response Status: No Response  
Longview, TX 75604 Initiation Date: 8/25/2023  
(903) 295-5856 Initiation Emails: hornscrew@hornscrew@yahoo.com

Classifications: MBE  
SBE (Primary)  
HUB

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### Houston Bus Services (Houston Bus Service)

---

Address: 10143 Hardison In Response Status: No Response  
Houston, TX 77041 Initiation Date: 8/25/2023  
(281) 617-7731 Initiation Emails: houstonbus@houstonbus@yahoo.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### <http://www.mychoiceglobal.com> (<http://www.mychoiceglobal.com>)

---

Address: 12705 S Kirkwood Road, Suite Response Status: No Response  
213 Initiation Date: 8/25/2023  
Stafford, TX 77477 Initiation Emails:  
(512) 774-5838

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### Hushura World Karate (Hushura World Karate)

---

Address: 6233 Gulfport Response Status: Unsubmitted  
Apt 3220 Status Date: 9/15/2023 12:22 PM (CT)  
Houston, TX 77081  
(346) 401-8244

Classifications: MBE (Primary)

Participation Type: Active Supplier

Initiation Type: Not Invited

## IEH Auto Parts LLC dba Auto Plus Auto Parts

---

Address: 901 N Lenola Rd  
Moorestown, NJ 08057  
(855) 214-9055

Response Status: No Response  
Initiation Date: 8/25/2023  
Initiation Emails: s498@autoplusap.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

## Immenance Logistics

---

Address: 236 Manchu ct  
clinton, MS 39056  
(662) 722-3658

Response Status: No Response  
Initiation Date: 8/25/2023  
Initiation Emails: immenancelogisticsltd@gmail.com

Classifications: MBE  
SBE (Primary)  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

## Industrial Air Tool (PSS Industrial Group Corp)

---

Address: 513 Vermillion  
Pasadena, TX 77506  
(713) 477-3144

Response Status: No Response  
Initiation Date: 8/25/2023  
Initiation Emails: ernie.granato@industrialairtool.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

## Infinity Travel Management (Cobler Investments)

---

Address: 7042 Highway 6 North  
Houston, TX 77095  
(281) 859-8747

Response Status: No Response  
Initiation Date: 8/25/2023  
Initiation Emails: curtc@infinitytv.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

## In-Powered by One Significant Act (One Significant Act In-Powered, Inc.)

---

Address: 2316 Sheridan Street  
Houston, TX 77030  
(713) 306-9802

Response Status: No Response  
Initiation Date: 8/25/2023  
Initiation Emails:

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

## Jabrachy Enterprises LLC

---

Address:	12703 Basinghall Ln Houston, TX 77047 (713) 405-0523	Response Status:	No Response
		Invitation Date:	8/25/2023
		Invitation Emails:	jbcllc@jabrachy.com
Classifications:	MBE SBE (Primary) WBE		
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

---

**Jae Keith Escapera Travel Group (Jacqueline Keith)**

---

Address:	1415 S. Voss Road Houston, TX 77057 (713) 501-3037	Response Status:	No Response
		Invitation Date:	8/25/2023
		Invitation Emails:	keithjae@gmail.com
Classifications:	MBE SBE (Primary) WBE		
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

---

**K&R Group, INC**

---

Address:	519 Sam Houston Parkway East Ste 430 Houston, TX 77060 (281) 650-1347	Response Status:	No Response
		Invitation Date:	8/25/2023
		Invitation Emails:	krgroupinc@yahoo.com
Classifications:	MBE SBE (Primary) WBE		
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

---

**KANKO (Floyd's Chores & Odd Jobs)**

---

Address:	2031 Cedar Valley Dallas Dallas, TX 75232 (469) 554-8409	Response Status:	No Response
		Invitation Date:	8/25/2023
		Invitation Emails:	kankobidops@gmail.com
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

---

**Kidz Knect Resource Center**

---

Address:	1340 Cypress Station Drive Suite A2 Houston, TX 77090 (281) 781-8800	Response Status:	No Response
		Invitation Date:	8/25/2023
		Invitation Emails:	kidzknecr@aol.com



Classifications: MBE (Primary)  
SBE  
HUB  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Kingdomtran (Myki Enterprises)**

---

Address: 3511 Pinemont Dr. Ste B5  
www.kingdomtran.com  
Houston, TX 77018  
(713) 419-5390

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: ride@kingdomtran.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Kingway Community Inc**

---

Address: 18207 willow ct  
Spring, TX 77379  
(916) 509-2194

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: Coacheric17@yahoo.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **KMD Hospitality (KMD Hospitality LLC)**

---

Address: 10706 Kentington Oak Drive  
Humble, TX 77396  
(832) 419-9474

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails:

Classifications: MBE  
SBE (Primary)  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **KQ GLOBAL TRANSPORTATION LLC (KQ TRUCKING LLC)**

---

Address: 440 Louisiana St. Suite 900  
Houston, TX 77002  
(832) 314-9797

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails:

Classifications: MBE (Primary)  
SBE  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

## K-Style Transportation

---

Address: 10909 Jones Road #10  
Houston, TX 77065  
(346) 754-3625

Classifications: MBE (Primary)  
SBE  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: kstyletransportation@gmail.com

## Liberty Equipment Sales, Inc.

---

Address: 15115 Claypool St  
Houston, TX 77032  
(281) 987-8708

Classifications: CPC  
HUB (Primary)  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: sales@libertyequipmentsales.com

## Local Care EMS Inc. (Local Care EMS)

---

Address: 8353 Nairn Street  
Houston, TX 77074  
(832) 274-2441

Classifications: MBE (Primary)  
HUB

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: localcareems@gmail.com

## Logistical Concepts LLC

---

Address: 5830 Shirley Lane  
Humble, TX 77396  
(281) 888-0739

Classifications: MBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails:

## Longship (Quality Logistics LLC)

---

Address: 2376 Sir Barton Way  
Lexington, KY 40509  
(855) 440-2828

Participation Type: Active Supplier

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: cstratton@longship.us

Email Status:

Initiation Type: Automatic

### **M Rose Logistics (M Rose Logistics)**

---

Address: 6606 Washforde Ln  
Houston, TX 77049  
(832) 493-7522

Classifications: MBE (Primary)  
HUB  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: mroselogistics@yahoo.com

### **Mac Haik Ford Pasadena**

---

Address: 4242 E. Sam Houston Pkwy S.  
Pasadena, TX 77504  
(281) 604-3673

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails:

### **Mainfreight (Mainfreight)**

---

Address: 6626 S 228th ST  
Kent, WA 98032  
(206) 637-2819

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: marshall.nachtman@mainfreight.com

### **Majestic Transportation (Majestic Transportation)**

---

Address: 3512 Mclean Rd  
Pearland, TX 77584  
(281) 412-6057

Classifications: MBE  
CPC (Primary)  
SBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: evan@majestic-transportation.com

### **Malor & Company Inc**

---

Address: 554 West 54th  
Suite 1220  
New York  
New York, NY 10019  
(212) 498-9732

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails:

Classifications: MBE (Primary)  
SBE  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

---

**Mark Mills**

Address:	5818 Winchester Pike Canal Winchester, OH 43110 (614) 902-0236	Response Status:	No Response
		Initiation Date:	8/25/2023
		Initiation Emails:	
Classifications:	SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

---

**MARY LOUS TWIRLERS & DRILL TREEM (TERRY LYNN DAVIS)**

Address:	5010 CHENNAULT HOUSTON, TX 77033 (832) 996-8795	Response Status:	No Response
		Initiation Date:	8/25/2023
		Initiation Emails:	tldavis42@yahoo.com
Classifications:	MBE SBE (Primary) WBE		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

---

**Master's Transportation, Inc.**

Address:	800 Quik Trip Way Belton, MO 64012 (800) 783-3613	Response Status:	No Response
		Initiation Date:	8/25/2023
		Initiation Emails:	amonroe@masterstransportation.com
Classifications:	SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

---

**MCS Logistics, Inc.**

Address:	250320 E 1800 Rd Chattanooga, OK 73528 (580) 713-8345	Response Status:	No Response
		Initiation Date:	8/25/2023
		Initiation Emails:	v.coonjr@mcslogisticsinc.com
Classifications:	SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Initiation Type:	Automatic		

---

**Mission Squash**

Address:	PO Box 540693	Response Status:	No Response
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Houston, TX 77254  
(832) 701-0679

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Initiation Date: 8/25/2023

Initiation Emails: steffi@missionsquash.org

---

### Missoula Motor Company

Address: 3663 North Reserve St.  
Missoula, MT 59808  
(406) 721-2438

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: terryh@missoulamc.com

---

### Monmouth Solutions, Inc.

Address: 10 Kimball Lane  
Lynnfield, MA 01940  
(978) 427-4755

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: anthony@monmouthsolutions.com

---

### Motor Coach Industries, Inc.

Address: 1700 E. Golf Road  
Suite 300  
Schaumburg, IL 60173  
(847) 285-2100

Classifications: HGA (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: Tom.Wagner@mcicoach.com

---

### Mutual Industries Inc

Address: 707 W. GRANGE STREET  
PHILADELPHIA, PA 19120  
(215) 927-6000

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: msbei@mutualindustries.com

---

### NESCO, LLC

Address: 3112 E. SR 124  
BLUFFTON, IN 46714  
(260) 824-6340

Participation Type: Active Supplier

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails:

Email Status:  
Initiation Type: Automatic

---

### Next Era Equipment Export LLC

Address:	6601 Hillcroft St. Suite 204 Houston, TX 77081 (713) 913-4479	Response Status:	No Response
Classifications:	MBE (Primary) SBE	Initiation Date:	8/25/2023
Participation Type:	Active Supplier	Initiation Emails:	
Email Status:			
Initiation Type:	Automatic		

---

### Next Level Trucking Enterprise

Address:	504 Corbin Dr Arlington, TX 76002 (916) 208-8547	Response Status:	No Response
Classifications:	MBE (Primary)	Initiation Date:	8/25/2023
Participation Type:	Active Supplier	Initiation Emails:	nltenterprise@outlook.com
Email Status:			
Initiation Type:	Automatic		

---

### nwbus

Address:	33207 Pacific Hwy S Federal Way, WA 98003 (253) 841-9997	Response Status:	No Response
Participation Type:	Active Supplier	Initiation Date:	8/25/2023
Email Status:		Initiation Emails:	marty@nwbus.com
Initiation Type:	Automatic		

---

### One More Round Inc

Address:	10702 Ballantine Street Houston, TX 77075 (832) 920-9411	Response Status:	No Bid
Participation Type:	Active Supplier	Status Date:	10/1/2023 03:05 PM (CT)
Email Status:		Response Date:	10/1/2023 03:06 PM (CT)
Initiation Type:	Automatic	Initiation Date:	8/25/2023
		Initiation Emails:	1moreroundinc@gmail.com

---

### Overland Charters

Address:	3333 North Hillside Wichita, KS 67219 (214) 790-1987	Response Status:	No Response
Participation Type:	Active Supplier	Initiation Date:	8/25/2023
Email Status:		Initiation Emails:	Sales@overlandcharters.com
Initiation Type:	Automatic		

## **Pantonium Inc.**

---

Address: 145 Front St. East  
Toronto, ON M5A1E3  
Canada  
1 613 9229525

Response Status: No Response  
Initiation Date: 8/25/2023  
Initiation Emails: daniel.barker@pantonium.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

## **Paratum Solutions (Paratum Solutions, LLC)**

---

Address: 4450 Dapple Dr  
Suite 1230  
Fort Worth, TX 76244  
(817) 975-6980

Response Status: No Response  
Initiation Date: 8/25/2023  
Initiation Emails: cakin@paratumsolutions.com

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

## **Park Avenue Solutions**

---

Address: 445 E FM 1382 Ste 3719  
Suite 3719  
Cedar Hill, TX 75104  
(682) 747-6800

Response Status: No Response  
Initiation Date: 8/25/2023  
Initiation Emails: christie@parkavenue.solutions

Participation Type: Active Supplier

Email Status: Fail

Initiation Type: Automatic

## **PBD, Inc.**

---

Address: 1650 BLUEGRASS LAKES  
PKWY  
ALPHARETTA, GA 30004-7714  
(630) 923-2077

Response Status: No Response  
Initiation Date: 8/25/2023  
Initiation Emails: june.haltom@freightscouts.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

## **Perform America-Texas, LLC**

---

Address: 5517 Louetta Rd  
Ste. B  
Spring, TX 77379  
(281) 886-7685

Response Status: No Response  
Initiation Date: 8/25/2023  
Initiation Emails: cmartin@perform-america.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

## Performance Truck INC. (Cleveland Mack sales)

---

Address:	6855 north loop 610 east Houston, TX 77028 (713) 844-7111	Response Status:	No Response
		Invitation Date:	8/25/2023
		Invitation Emails:	
Classifications:	HGA (Primary) TAS		
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

## Phoenix Logistics LLC

---

Address:	PO BOX 73164 Puyallup, WA 98373 (253) 324-5244	Response Status:	No Response
		Invitation Date:	8/25/2023
		Invitation Emails:	phxlogistics@gmail.com
Classifications:	SBE (Primary) WBE		
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

## Pioneer Contract Services Inc

---

Address:	8090 Kempwood Dr Houston, TX 77055 (713) 464-8200	Response Status:	No Response
		Invitation Date:	8/25/2023
		Invitation Emails:	frankf@pioneercontract.com russf@pioneercontract.com
Classifications:	CPC SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

## PPI Network, Inc.

---

Address:	4650 Magnolia Creek Rd Houston, TX 77084 (832) 740-0912	Response Status:	No Response
		Invitation Date:	8/25/2023
		Invitation Emails:	info@ppihomesolutionsllc.com
Classifications:	MBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

## PREMIUM PUMPS & CONTROLS LLC

---

Address:	8510 SILVER LURE DR HUMBLE, TX 77346 (832) 527-7515	Response Status:	No Response
		Invitation Date:	8/25/2023
		Invitation Emails:	RYAN@PREMIUMPUMPSCONTR OLS.COM
Classifications:	SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			



Initiation Type: Automatic

---

### **Priime Vending**

Address: 7 N Calvert St Apt 907  
Baltimore, MD 21202  
(202) 597-7101

Classifications: MBE (Primary)  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: aishahrashada@gmail.com

---

### **Pristine-Plus (Pristine Plus Ventures LLC)**

Address: 935 Eldridge Road #1003  
Sugar Land, TX 77478  
(832) 857-7816

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: kenneth@pristine-plus.com

---

### **Prodigy Community Development**

Address: 20823 Divellec Lane  
Spring, TX 77388  
(713) 992-8273

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: prodigydcinc@gmail.com

---

### **PROJAN (USA) Inc.**

Address: 4331 Town Plaza Dr. Ste. F1  
Houston, TX 77045  
(832) 731-7270

Classifications: MBE  
SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: projan@sbcglobal.net

---

### **Pronto Shipping and Packaging Services Inc.**

Address: 3354 ChimneyRock Rd.  
Houston, TX 77056  
(713) 782-1703

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: tramell.kukoyi@prontoairfreight.com

## Province Holdings LLC

---

Address: 8106 Singing Sonnet Ln  
Houston, TX 77072  
(346) 303-9356

Classifications: SBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/25/2023  
Initiation Emails:

## Purposed Pressure Inc.

---

Address: 7722 Pasture Bend Ln  
Cypress, TX 77433  
(832) 326-7408

Classifications: MBE (Primary)  
WBE  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/25/2023  
Initiation Emails: mrs.whittaker30@yahoo.com

## Queens Global LLC

---

Address: 4387 Fox Hound dr  
Memphis, TN 38141  
(901) 262-1983

Classifications: MBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/25/2023  
Initiation Emails: gipson0725@bellsouth.net

## RED MCCOMB'S FORD (MCCOMBS HFC, LTD)

---

Address: 8333 IH 10 WEST  
SAN ANTONIO, TX 78230  
(210) 349-4949

Classifications: SBE  
HUB  
WBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/25/2023  
Initiation Emails:

## Regal Supply & Services LLC (Regal Supply & Services LLC)

---

Address: 6200 Savoy Dr  
Suite 1202  
Houston, TX 77036  
(901) 500-8733

Classifications: MBE (Primary)  
SBE

Response Status: No Response  
Initiation Date: 8/25/2023  
Initiation Emails: yasmin@regalsupplyservices.com

WBE

Participation Type: Active Supplier

Email Status: Fail

Initiation Type: Automatic

---

### Reliable Chevrolet

Address: 800 North Central Expressway  
Richardson, TX 75080  
(972) 952-1500

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: dadams@reliablechevrolet.com

---

### Rhema Word of Life Church

Address: 16730 Hedgecroft #310  
Houston, TX 77060  
(832) 296-3018

Classifications: MBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: 1rhemawordoflife@gmail.com

---

### Rhodes Porter LLC

Address: PO Box 34  
Augusta, GA 30903  
(706) 373-1200

Classifications: MBE (Primary)  
SBE  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: cynthia@rhodes-porter.com

---

### Richardson Jumpstarters LLC

Address: 2138 N 1000 Road  
Eudora, KS 66025  
(800) 542-4364

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: dale@richjump.com

---

### Righteous Investments & Holdings Inc

Address: 616 FM 1960 rd suite# 675  
Houston, TX 77090  
(619) 343-0848

Classifications: MBE (Primary)

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: righteous.investments.holdings@gmail.com

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Royal Bus Charter LLC**

---

Address: 29094 n Bryce Trail  
Queen Creek, AZ 85142  
(480) 528-1468

Classifications: WBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: info@ridenstyle.net

### **Royal Eagle Contracting**

---

Address: 4231 Cook Rd  
Houston, TX 77072  
(832) 335-3144

Classifications: MBE (Primary)  
SBE  
HUB

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: manager@smgservices.net

### **rutherford diversified industries inc**

---

Address: 1813 PASEO SAN LUIS  
Sierra Vista, AZ 85635  
(520) 458-8761

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: RENE@RDIINC.US

### **S. Ferguson Truck Center LP (S. Ferguson Truck Center LP)**

---

Address: 3625 Jensen Dr  
Houston, TX 77026  
(713) 237-0044

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: maritza@fergusontruckcenter.com

### **Sam's Limousine and Transportation (Grand Transportation)**

---

Address: 9102 Westpark Dr.

Response Status: Unsubmitted

	Houston, TX 77063 (713) 780-7077	Status Date:	9/7/2023 04:37 PM (CT)
Classifications:	MBE HUB WBE (Primary)	Invitation Date:	8/25/2023
		Invitation Emails:	Joellen.Howell@samslimousine.com
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

### **Sams Pack's five star ford**

---

Address:	2070 diplomat dr farmers branch, TX 75234 (972) 242-5117	Response Status:	No Response
		Invitation Date:	8/25/2023
		Invitation Emails:	
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

### **Savory Life, LLC (Savory Life, LLC)**

---

Address:	1015 Atlantic Blvd. Suite 506 Atlantic Beach, FL 32233 (813) 566-1428	Response Status:	No Response
		Invitation Date:	8/25/2023
		Invitation Emails:	je@savorylifefoods.com
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

### **Scrub Texas LLC**

---

Address:	3026 Valley Court Manvel, TX 77578 (713) 309-6506	Response Status:	No Response
		Invitation Date:	8/25/2023
		Invitation Emails:	service@scrubtexas.com
Classifications:	MBE (Primary) SBE		
Participation Type:	Active Supplier		
Email Status:	Fail		
Invitation Type:	Automatic		

### **Semper Fi Logistics LLC (Elisa Mora)**

---

Address:	1933 W Owassa Rd Edinburg, TX 78539 (956) 250-6398	Response Status:	No Response
		Invitation Date:	8/25/2023
		Invitation Emails:	Semperfilogistics.llc@hotmail.com
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

### **SERVPRO of Metro-Pittsburgh (MKS Services, Inc.)**

---

Address:	1951 Lincoln Highway	Response Status:	No Response
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North Versailles, PA 15137  
(412) 825-5480  
Classifications: SBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Initiation Date: 8/25/2023  
Initiation Emails:

---

**Shoppa's Utility Vehicles (Shoppa's Material Handling, LTD)**

---

Address: 15217 Grand River Rd  
Fort Worth, TX 76155  
(817) 891-9664  
Classifications: TAS (Primary)  
TXM  
USC  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/25/2023  
Initiation Emails:

---

**Sky Spotless Cleaners (ADAM NAMAL)**

---

Address: 6922 Silver Trace Ct  
Katy, TX 77449  
(281) 923-2954  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/25/2023  
Initiation Emails: cahidcakil@gmail.com

---

**SOUTH TEXAS PUMP INC**

---

Address: PO BOX 1852  
WESLACO, TX 78599  
(956) 969-3534  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/25/2023  
Initiation Emails: stpump@gmail.com

---

**Southeast Vocational Alliance, Inc.**

---

Address: 9690 Almeda Genoa  
Houston, TX 77075  
(713) 847-0697  
Classifications: TCP (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/25/2023  
Initiation Emails:

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**Southern Tire Mart, LLC**

---

Address: 800 Hwy 98

Response Status: No Response

Columbia, MS 39429  
(877) 786-4681  
Classifications: TAS (Primary)  
TIP  
TXM  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic  
Initiation Date: 8/25/2023  
Initiation Emails: richard.conwill@stmtires.com

---

**Southfork Chrysler Dodge Jeep Ram (FA TX HOU CHRYS, LLC)**

---

Address: 17725 Southfork Freeway  
Manvel, TX 77578  
(281) 607-7446  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic  
Response Status: No Response  
Initiation Date: 8/25/2023  
Initiation Emails: ksalas@southforkcdjr.com

---

**Sparks Spaces Inc.**

---

Address: 4201 Main St Suite 200-189  
Houston, TX 77008  
(183) 256-6919  
Classifications: MBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic  
Response Status: No Response  
Initiation Date: 8/25/2023  
Initiation Emails: tarun@sparksspaces.com

---

**Stanley Ford (Denton Coutny Automotive Products)**

---

Address: 11590 US 377  
Pilot Point, TX 76258  
(940) 686-2236  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic  
Response Status: No Response  
Initiation Date: 8/25/2023  
Initiation Emails: Cdavis@stanleyautogroup.com

---

**STARS- Transportation Management**

---

Address: PO Box 2692  
Canyon Lake, TX 78133  
(936) 554-8395  
Classifications: SBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic  
Response Status: No Response  
Initiation Date: 8/25/2023  
Initiation Emails:

---

**Strategic Partnerships, Inc.**

---

Address: 901 S. Mopac Expy  
Response Status: No Response

Building 1, Suite 100  
Austin, TX 78746  
(512) 531-3927

Initiation Date: 8/25/2023

Initiation Emails:

Classifications: WBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Successful Starters Learning Academy II**

---

Address: 10635 Homestead Road #B  
Houston, TX 77016  
(713) 491-0047

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: carlasmithford@sbcglobal.net

Classifications: MBE (Primary)  
SBE  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Suddath Workplace Solutions (The Suddath Companies)**

---

Address: 815 south main st  
jacksonville, FL 32207  
(904) 394-4514

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails:

Classifications: DIR (Primary)  
HGA  
TAS  
TIP  
TXM  
USC

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **Swift Service Company**

---

Address: 6621 Long Point Road  
Houston, TX 77055  
(713) 957-8882

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: arthur@swiftservices.net

Classifications: MBE (Primary)  
HUB

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### **T & D Tax Service LLC**

---

Address: 5425 N Fry Rd Ste 1303

Response Status: No Response



Katy, TX 77449  
(832) 593-5114  
Classifications: MBE  
SBE (Primary)  
HUB  
WBE

Invitation Date: 8/25/2023  
Invitation Emails: tanddtaxservicellc@gmail.com

Participation Type: Active Supplier  
Email Status:  
Invitation Type: Automatic

### **T.U.C Trucking (The Unbeatable Connection)**

---

Address: 4607 Snowdrop Ct  
Richmond, TX 77469  
(832) 363-2566  
Classifications: MBE  
SBE (Primary)  
HUB  
WBE

Response Status: No Response  
Invitation Date: 8/25/2023  
Invitation Emails: tuctrucking@gmail.com

Participation Type: Active Supplier  
Email Status:  
Invitation Type: Automatic

### **Taking Kidz Places**

---

Address: 2975 Kingsley Drive  
Suite 137  
Pearland, TX 77584  
(346) 570-4670  
Classifications: MBE (Primary)  
SBE  
WBE

Response Status: No Response  
Invitation Date: 8/25/2023  
Invitation Emails: virtualeducationstation@gmail.com

Participation Type: Active Supplier  
Email Status:  
Invitation Type: Automatic

### **Technology International, Inc.**

---

Address: 1331 South International Pkwy,  
Suite 2251,  
Lake Mary, FL 32746  
(407) 359-2373  
Classifications: SBE (Primary)

Response Status: No Response  
Invitation Date: 8/25/2023  
Invitation Emails: tii@tii-usa.com

Participation Type: Active Supplier  
Email Status:  
Invitation Type: Automatic

### **Texas Association of African American Chambers of Commerce (TAAACC)**

---

Address: 807 Brazos Street

Response Status: No Response

Suite 710  
Austin, TX 78701  
(512) 535-5610

Classifications: MBE  
SBE (Primary)  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Initiation Date: 8/25/2023

Initiation Emails: info@taaacc.org

---

### Texas Cooling Experts

Address: 5111 Cabin Lake Dr  
San Antonio, TX 78244  
(830) 515-6986

Classifications: MBE (Primary)  
SBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: Texascoolingx@outlook.com

---

### Texas Custom Trailers, LP

Address: 2050 N. Hwy 287  
DECATUR, TX 76234  
(940) 627-2100

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: wade@txcustomtrailers.com

---

### TEXAS MEDICAL EQUIPMENT AND SUPPLIES

Address: 6714 NAVIDAD RD  
HOUSTON, TX 77083  
(832) 567-5596

Classifications: MBE  
WBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: ebomoo6@aol.com

---

### TEXAS TRANSPORTATION AND LOGISTICS, LLC

Address: 6714 NAVIDAD RD  
HOUSTON, TX 77083  
(832) 567-5596

Classifications: MBE  
WBE (Primary)

Participation Type: Active Supplier

Email Status:

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: txtransportlogistics@gmail.com

Initiation Type: Automatic

### Texserve (Dallas County Schools)

---

Address: 612 N ZANG BLVD  
DALLAS, TX 75208  
(214) 944-4545

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails:

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### That's Wright Title

---

Address: 1931 HUMBLE PLACE DR STE  
207  
STE 207  
HUMBLE, TX 77338  
(281) 707-2444

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: ThatsWrightTitle@gmail.com

Classifications: MBE (Primary)  
WBE

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### The Auto Clinic (The Auto Clinic LLC)

---

Address: 1704 Myrtle Ave.  
El Paso, TX 79901  
(915) 694-7346

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: Audie@theautoclinic.net

Classifications: MBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### The Dream Studio

---

Address: 2401 westridge apt 2216  
houston, TX 77054  
(832) 980-2330

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails:

Classifications: MBE  
HUB  
WBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

### The Hertz Corporation

---

Address: 8591 williams rd  
estero, FL 33928  
(703) 661-8322

Response Status: Viewed

Status Date: 10/26/2023 07:41 AM (CT)

Participation Type: Active Supplier

Initiation Type: Not Invited

### **The Little Sign Company**

---

Address: PO Box 7512  
Naples, FL 32101  
(800) 829-6096

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: sales@carvisorsign.com

### **Third Coast Logistics, LLC**

---

Address: 806 S Myrtle Street  
Georgetown, TX 78626  
(512) 382-4052

Classifications: HUB (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: nhall@thirdcoastlogistics.com

### **TNT Transportation, LLC**

---

Address: 515 North Commerce Ave.  
Front Royal, VA 22630  
(540) 514-7689

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: dbanville@tnt-transportation.com

### **Trailer Parts Unlimited**

---

Address: 631 HWY 75 N  
Huntsville, TX 77320  
(844) 898-8687

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: admin@trailerpartsunlimited.com

### **Transcare llc**

---

Address: 9203 hwy 6 S  
ste 124-170  
Houston, TX 77083  
(832) 788-2730

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: transcarehou@gmail.com

---

**Transfinder Corporation**

Address: 120 Erie Boulevard  
Schenectady, NY 12305  
(518) 377-3609

Classifications: SBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/25/2023  
Initiation Emails:

---

**TransGates Limousine (American momentum Group LLC)**

Address: 914 Prairie St  
Houston, TX 77002  
(281) 217-0772

Classifications: MBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/25/2023  
Initiation Emails: Jon@transgateslimo.com

---

**TRANSPORTATION ONE**

Address: 212 W. SUPERIOR #204  
CHICAGO, IL 60654  
(877) 334-6966

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/25/2023  
Initiation Emails: JMELNICK@TRANSPORTATION  
ONE.COM

---

**TraStar, Inc.**

Address: 860 N. Dorothy Dr., Suite 600  
Richardson, TX 75081  
(972) 480-0888

Classifications: MBE  
SBE (Primary)  
Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/25/2023  
Initiation Emails:

---

**Tri Ctiy Charter, Inc**

Address: 6065 SE Loop 281  
Longview, TX 75602  
(903) 663-5514

Participation Type: Active Supplier  
Email Status:  
Initiation Type: Automatic

Response Status: No Response  
Initiation Date: 8/25/2023  
Initiation Emails:

---

**Trinity Freight Services, LLC (Trinity Freight Services, LLC)**

Address: P.O. Box 1601

Response Status: No Response

Fresno  
Fresno, TX 77545  
(281) 431-0011

Invitation Date: 8/25/2023  
Invitation Emails: dell@trinityfreightservices.com

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

### Twinkle Wonders School of Learning

---

Address: 5442 Richmond Avenue  
Houston, TX 77056  
(832) 759-3451

Response Status: No Response

Invitation Date: 8/25/2023

Invitation Emails: twinklewondersschool@gmail.com

Classifications: MBE (Primary)  
SBE  
WBE

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

### U.S Electronics recycling Center Inc (Isaac F Sunnday)

---

Address: 6210 S Dairly Ashford Suite A4  
Houston, TX 77072  
(832) 762-0183

Response Status: No Response

Invitation Date: 8/25/2023

Invitation Emails: sunif1985@yahoo.com

Classifications: MBE (Primary)  
SBE

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

### US Computing Inc

---

Address: 2026 Assembly St Ste 103  
Columbia, SC 29201  
(803) 806-8392

Response Status: No Response

Invitation Date: 8/25/2023

Invitation Emails: mikeh@uscomputinginc.com

Classifications: MBE (Primary)  
SBE

Participation Type: Active Supplier

Email Status: Fail

Invitation Type: Automatic

### US Executive LLC

---

Address: 401 E. Jackson St Ste 2340D  
Tampa, FL 33602  
(877) 359-3883

Response Status: No Response

Invitation Date: 8/25/2023

Invitation Emails:

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

## V. L Logistics LLC

---

Address:	168 Smith Ave H Bowdon, GA 30108 (404) 558-8468	Response Status:	No Response
		Invitation Date:	8/25/2023
		Invitation Emails:	v.logistics07@gmail.com
Classifications:	MBE (Primary) SBE WBE		
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

## Vertex Computers Systems (Vertex Computers Systems)

---

Address:	25700 Science Park Drive, Suite 280 Beachwood, OH 44122 Beachwood, OH 44122 (330) 963-0044	Response Status:	No Response
		Invitation Date:	8/25/2023
		Invitation Emails:	vertex.rfp@vertexcs.com
Classifications:	MBE (Primary) WBE		
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

## Vessel Support Services (Vessel Support Services)

---

Address:	6431 Bonnie Chase Lane Katy, TX 77449 (346) 224-1221	Response Status:	No Response
		Invitation Date:	8/25/2023
		Invitation Emails:	vesselspprt@gmail.com
Classifications:	MBE SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

## Visions Contractors Inc DBA Visions Transportation

---

Address:	2717 Commercial Center Blvd. E200 Katy, TX 77494 (281) 825-3763	Response Status:	No Response
		Invitation Date:	8/25/2023
		Invitation Emails:	visionscontractors@att.net
Classifications:	MBE (Primary) SBE HUB		
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

## Waste Systems Equipment Inc

---

Address: PO Box 40878  
Houston  
Houston, TX 77240  
(713) 939-0200

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: wse1975@sbcglobal.net

---

### WCA Waste Corporation

Address: 1330 Post Oak Blvd  
Houston, TX 77056  
(713) 292-2400

Participation Type: Active Supplier

Email Status: Fail

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: mdickerson@wcamerica.com  
apeterson@wcamerica.com  
swilwhite@wcamerica.com

---

### Western Motorcoach, Inc

Address: 11318 Bedford St  
Houston, TX 77031  
(832) 328-1318

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: hbao@westernmotorcoach.com

---

### Wood Alternator and Starter Service (Homer J. Wood)

Address: 680 Aldine Mail Route Road  
Houston, TX 77037  
(281) 448-0445

Classifications: SBE (Primary)

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: hjwood@sbcglobal.net

---

### Worldstrides (LAKELAND HOLDINGS LLC)

Address: 218 WEST WATER STREET  
CHARLOTTESVILLE, VA 22902  
(434) 951-5938

Participation Type: Active Supplier

Email Status:

Initiation Type: Automatic

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails: highered@worldstrides.com

---

### YPR Solutions LLC

Address: 4231 E 5th St  
Long Beach, CA 90814  
(323) 354-5980

Classifications: MBE (Primary)

Response Status: No Response

Initiation Date: 8/25/2023

Initiation Emails:



SBE  
WBE

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

## Zum Services Inc

---

Address: 275 Shoreline Dr  
Suite 300  
Redwood City, CA 94065  
(909) 554-3833

Response Status: No Response

Invitation Date: 8/25/2023

Invitation Emails: rfpresearch@ridezum.com

Classifications: CPC (Primary)

Participation Type: Active Supplier

Email Status:

Invitation Type: Automatic

## Bid Activity Detail

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### 1st Advertisement

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Activity Date: 8/25/2023 12:00 AM (CT)

Description:

### 2nd Advertisement

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Activity Date: 8/28/2023 12:00 AM (CT)

Description:

### Pre-Proposal Meeting Optional (ZOOM)

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Activity Date: 8/30/2023 02:00 PM (CT)

Description: Topic: 24/005MR Fleet Leasing & Management Services Pre-Proposal  
Time: Aug 30, 2023 02:00 PM Central Time (US and Canada)

Join Zoom Meeting

[https://hcde-texas-org.zoom.us/j/83824808095?](https://hcde-texas-org.zoom.us/j/83824808095?pwd=SUhnUXh6aXA5QmhlQldiSHNXbUIEUT09)

pwd=SUhnUXh6aXA5QmhlQldiSHNXbUIEUT09

Meeting ID: 838 2480 8095

Passcode: 031266

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One tap mobile

+13462487799,,83824808095#,,,,\*031266# US (Houston)

+12532050468,,83824808095#,,,,\*031266# US

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Dial by your location

- +1 346 248 7799 US (Houston)
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 669 444 9171 US
- +1 669 900 9128 US (San Jose)
- +1 719 359 4580 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 646 558 8656 US (New York)
- +1 646 931 3860 US
- +1 689 278 1000 US
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 360 209 5623 US

Meeting ID: 838 2480 8095

Passcode: 031266

Find your local number: <https://hcde-texas-org.zoom.us/j/kf2tapjM1>

## Proposal Closes

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Activity Date: 10/27/2023 02:00 PM (CT)

Description: Topic: 24/005MR Fleet Leasing & Management Services Bid Opening  
Time: Oct 27, 2023 02:00 PM Central Time (US and Canada)

Join Zoom Meeting

[https://hcde-texas-org.zoom.us/j/82162036814?](https://hcde-texas-org.zoom.us/j/82162036814?pwd=SWF6S1ZGUGc5QVRndG9HWDdCb3RDQT09)

[pwd=SWF6S1ZGUGc5QVRndG9HWDdCb3RDQT09](https://hcde-texas-org.zoom.us/j/82162036814?pwd=SWF6S1ZGUGc5QVRndG9HWDdCb3RDQT09)

Meeting ID: 821 6203 6814

Passcode: 715142

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One tap mobile

+13462487799,,82162036814#,,,,\*715142# US (Houston)

+12532158782,,82162036814#,,,,\*715142# US (Tacoma)

---

Dial by your location

• +1 346 248 7799 US (Houston)

• +1 253 215 8782 US (Tacoma)

• +1 669 444 9171 US

• +1 669 900 9128 US (San Jose)

• +1 719 359 4580 US

• +1 253 205 0468 US

• +1 301 715 8592 US (Washington DC)

- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 646 558 8656 US (New York)
- +1 646 931 3860 US
- +1 689 278 1000 US

Meeting ID: 821 6203 6814

Passcode: 715142

Find your local number: <https://hcde-texas-org.zoom.us/j/kmtTu3Ocl>

## **Anticipated Board Award**

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Activity Date: 12/13/2023 02:00 PM (CT)

Description:

**Regular Board Meeting****6. E. 2.****Meeting Date:** December 13, 2023**Title:** Interlocal Agreements for December 2023**Submitted For:** Jeff Drury, Choice Partners**Submitted By:** Sophia Gutierrez**Recommended Action:** Approve**HCDE Goal(s):** 4. Provide cost savings by leveraging tax dollars**Additional Resource Personnel:** Jane Lopez; Jeff Drury; Richard Vela; Yaritza Roman; Dr. Edna Johnson; and Dr. Jesus Amezcua**Facilities/Technology Approval Needed?:** None**Information****Posted Agenda Item:**

**Approval of HCDE Interlocal Agreements with:** City of Lufkin, Lufkin, Texas; City of Navasota, Navasota, Texas; Cy-Hope, Cypress, Texas; Ganado ISD, Ganado, Texas; Gonzales ISD, Gonzales, Texas; Little Keepers Healthy Eaters, Inc.; Spring, Texas; Port of Corpus Christi Authority of Nueces County, Corpus Christi, Texas; Princeton ISD, Princeton, Texas; Shallowater ISD, Shallowater, Texas; Teague ISD, Teague, Texas, and University of North Carolina, Charlotte, North Carolina.

**Subject:****HCDE Interlocal Agreements with:**

Entity Name	Entity Type	City	State	Region
City of Lufkin	Governmental	Lufkin	TX	07
City of Navasota	Governmental	Navasota	TX	06
Cy-Hope	Non-profit	Cypress	TX	04
Ganado Independent School District	School District	Ganado	TX	03
Gonzales Independent School District	School District	Gonzales	TX	13
Little Keepers Healthy Eaters Inc.	Non-profit	Spring	TX	04
Port of Corpus Christi Authority of Nueces County	Governmental	Corpus Christi	TX	02
Princeton Independent School District	School District	Princeton	TX	10
Shallowater Independent School District	School District	Shallowater	TX	17
Teague Independent School District	School District	Teague	TX	12
University of North Carolina at Charlotte	University	Charlotte	NC	0

**Rationale:****HCDE Interlocal Agreements with:**

City of Lufkin	Governmental	Lufkin	TX	07
City of Navasota	Governmental	Navasota	TX	06
Cy-Hope	Non-profit	Cypress	TX	04
Ganado Independent School District	School District	Ganado	TX	03
Gonzales Independent School District	School District	Gonzales	TX	13
Little Keepers Healthy Eaters Inc.	Non-profit	Spring	TX	04

Port of Corpus Christi Authority of Nueces County	Governmental	Corpus Christi	TX	02
Princeton Independent School District	School District	Princeton	TX	10
Shallowater Independent School District	School District	Shallowater	TX	17
Teague Independent School District	School District	Teague	TX	12
University of North Carolina at Charlotte	University	Charlotte	NC	0

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### Fiscal Impact

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

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

---

### Attachments

City of Lufkin  
 City of Navasota  
 Cy-Hope  
 Ganado ISD  
 Gonzales ISD  
 Little Keepers Healthy Eaters Inc.  
 Port of Corpus Christi  
 Princeton ISD  
 Shallowater ISD  
 Teague ISD  
 University of North Carolina at Charlotte  
 Interlocal Google Map

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### Form Review

#### Inbox

Choice Partners  
 Purchasing  
 Purchasing Director  
 Assistant Superintendent - Business  
 Form Started By: Sophia Gutierrez  
 Final Approval Date: 11/30/2023

#### Reviewed By

Jeff Drury  
 Yaritza Roman  
 Edna Johnson  
 Jesus Amezcua

#### Date

11/17/2023 09:54 AM  
 11/21/2023 03:50 PM  
 11/27/2023 09:48 AM  
 11/30/2023  
 Started On: 11/14/2023 08:17 AM

**Interlocal Agreement**  
**between Harris County Department of Education**  
**& CITY OF LUFKIN**

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 CITY OF LUFKIN, a local governmental entity and/or political subdivision ("LGE"), located in LUFKIN (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

CITY OF LUFKIN \_\_\_\_\_ ("LGE")  
Attn: Kevin T. Gee, P.E.  
Title: City Manager  
Address: P.O. Drawer 190  
City, State, Zip: Lufkin, Tx. 75902-0190  
Phone: 936-633-0211  
Email: kgee@cityoflufkin.com

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.

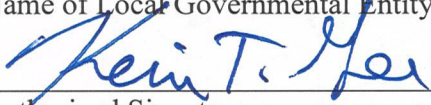


17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, 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:

City of Lufkin

Name of Local Governmental Entity



Authorized Signature

Kevin T. Gee, P.E.

Printed Name

City Manager

Title

11/06/2023

Date

Harris County Department of Education

James Colbert, Jr.

County School Superintendent

Date

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

- |   |   |
|---|---|
| <input type="checkbox"/> School District                  | <input type="checkbox"/> Charter School               |
| <input type="checkbox"/> County                           | <input checked="" type="checkbox"/> City/Municipality |
| <input type="checkbox"/> University                       | <input type="checkbox"/> College                      |
| <input type="checkbox"/> State Entity                     |   |
| <input type="checkbox"/> Governmental entity/other: _____ |   |

**Interlocal Agreement**  
**between Harris County Department of Education**  
**& City of Navasota**

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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 City of Navasota \_\_\_\_\_, a local governmental entity and/or political subdivision ("LGE"), located in Navasota \_\_\_\_\_ (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

City of Navasota \_\_\_\_\_ ("LGE")  
Attn: Jason Weeks  
Title: City Manager  
Address: 200 E McAlpine St  
City, State, Zip: Navasota, TX 77868  
Phone: 936-825-6475  
Email: [jweeks@navasotatx.gov](mailto:jweeks@navasotatx.gov)

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.

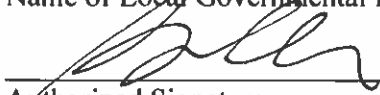
16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in 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 I. Term above:

# City of Navasota

Name of Local Governmental Entity



Authorized Signature

**Bert Miller**

Printed Name

**Mayor**

Title

**March 27, 2023**

Date

Harris County Department of Education

James Colbert, Jr.

County School Superintendent

Date

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

- |   |   |
|---|---|
| <input type="checkbox"/> School District                  | <input type="checkbox"/> Charter School               |
| <input type="checkbox"/> County                           | <input checked="" type="checkbox"/> City/Municipality |
| <input type="checkbox"/> University                       | <input type="checkbox"/> College                      |
| <input type="checkbox"/> State Entity                     |   |
| <input type="checkbox"/> Governmental entity/other: _____ |   |



**Participation Agreement**  
**between Harris County Department of Education**  
**& Cy-Hope**

This Participation Agreement ("Agreement") is made and entered into by and between Harris County Department of Education ("HCDE"), located in Houston, Texas, and Cy-Hope, a non-profit corporation ("Non-Profit"), located in Cypress (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

Cy-Hope ("Non-Profit")  
Attn: Tami Lorch  
Title: Operations Manager  
Address: 12715 Telge Rd  
City, State, Zip: Cypress, Tx 77429  
Phone: 713 466 4673  
Email: cy-hope @ cy-hope . 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



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:

Cy-Hope  
Name of Non-Profit Corporation

[Signature]  
Authorized Signature

Tami Lorch  
Printed Name

Operations Manager  
Title

11.10.23  
Date

Harris County Department of Education

\_\_\_\_\_

James Colbert, Jr.

County School Superintendent

\_\_\_\_\_

Date

**Interlocal Agreement**  
**between Harris County Department of Education**  
**& Ganado ISD**

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 Ganado ISD, a local governmental entity and/or political subdivision ("LGE"), located in Ganado (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

Ganado ISD ("LGE")  
Attn: Wendy Nixon  
Title: Business Manager  
Address: PO Box 1200  
City, State, Zip: Ganado, TX 77962  
Phone: 361-771-4201  
Email: [wnixon@ganadoisd.net](mailto:wnixon@ganadoisd.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.



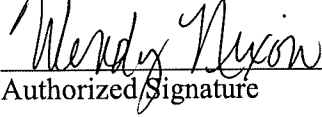
17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, 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:



**Ganado ISD**

Name of Local Governmental Entity



Authorized Signature

**Wendy Nixon**

Printed Name

**Business Manager**

Title

**10-18-2023**

Date

Harris County Department of Education

James Colbert, Jr.

County School Superintendent

Date

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

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> School District       | <input type="checkbox"/> Charter School    |
| <input type="checkbox"/> County                           | <input type="checkbox"/> City/Municipality |
| <input type="checkbox"/> University                       | <input type="checkbox"/> College           |
| <input type="checkbox"/> State Entity                     |  |
| <input type="checkbox"/> Governmental entity/other: _____ |  |

**Interlocal Agreement**  
**between Harris County Department of Education**  
**& Gonzales 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 Gonzales ISD, a local governmental entity and/or political subdivision ("LGE"), located in Gonzales (city), ISD (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

Gonzales ISD \_\_\_\_\_ ("LGE")  
Attn: Amanda Smith  
Title: CFO  
Address: 1615 St. Louis  
City, State, Zip: Gonzales TX 78629  
Phone: 830-672-9551  
Email: amanda.smith@gonzalesisd.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:



Gonzales ISD

Name of Local Governmental Entity



Authorized Signature

Harris County Department of Education

Printed Name

Amanda Smith

Title

CFO

Date 10/9/2023

James Colbert, Jr.

County School Superintendent

Date

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

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> School District       | <input type="checkbox"/> Charter School    |
| <input type="checkbox"/> County                           | <input type="checkbox"/> City/Municipality |
| <input type="checkbox"/> University                       | <input type="checkbox"/> College           |
| <input type="checkbox"/> State Entity                     |  |
| <input type="checkbox"/> Governmental entity/other: _____ |  |

**Participation Agreement**  
**between Harris County Department of Education**  
**& LITTLE KEEPERS HEALTHY EATERS INC.**

This Participation Agreement (“Agreement”) is made and entered into by and between Harris County Department of Education (“HCDE”), located in Houston, Texas, and LKHE, a non-profit corporation (“Non-Profit”), located in Spring (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.
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

Little Keepers Healthy Eaters INC ("Non-Profit")  
Attn: Erica Williams  
Title: Operating Manager  
Address: 19423 Creek Bend Dr  
City, State, Zip: Spring, Texas 77388  
Phone: 832-928-4907  
Email: littlekeepershealthyeaters@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:

<u>Little Keepers Healthy Eaters INC.</u>	Harris County Department of Education
Name of Non-Profit Corporation	
<u>Erica Williams</u>	<u></u>
Authorized Signature	
<u>Erica Williams</u>	James Colbert, Jr.
Printed Name	
<u>Manager</u>	County School Superintendent
Title	
<u>October 24,2023</u>	<u></u>
Date	Date

**Interlocal Agreement**  
**between Harris County Department of Education**  
**& Port of Corpus Christi Authority of Nueces County**

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 Port of Corpus Christi Authority of Nueces County, a local governmental entity and/or political subdivision ("LGE"), located in Corpus Christi (city), TX (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

Port of Corpus Christi Authority of Nueces County ("LGE")  
Attn: Eduardo Belmarez  
Title: Director of Procurement Services  
Address: 400 Harbor Dr.  
City, State, Zip: Corpus Christi  
Phone: 361-882-5633  
Email: [procurement@pocca.com](mailto:procurement@pocca.com)

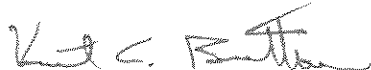
15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint 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:

Port of Corpus Christi Authority of Nueces County

Name of Local Governmental Entity



Authorized Signature

Kent Britton

Printed Name

Chief Executive Officer

Title

11/15/23

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: Navigation District



**Interlocal Agreement**  
**between Harris County Department of Education**  
**& Princeton 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 Princeton ISD, a local governmental entity and/or political subdivision ("LGE"), located in Princeton (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 | <u>Princeton ISD</u> ("LGE")                 |
| Attn: James Colbert, Jr.              | Attn: <u>Nichole Powell</u>                  |
| County School Superintendent          | Title: <u>Director of Finance</u>            |
| 6300 Irvington Blvd.                  | Address: <u>321 Panther Pkwy.</u>            |
| Houston, Texas 77022                  | City, State, Zip: <u>Princeton, Tx 75407</u> |
| 713-694-6300                          | Phone: <u>469-952-5400</u>                   |
|                                       | Email: <u>npowell@princetonisd.net</u>       |
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:

Princeton ISD  
Name of Local Governmental Entity

Nichole Powell  
Authorized Signature

Nichole Powell  
Printed Name

Director of Finance  
Title

Oct. 3, 2023  
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 Agreement**  
**between Harris County Department of Education**  
**& Shallowater 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 Shallowater Independent School District, a local governmental entity and/or political subdivision ("LGE"), located in Shallowater (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

Shallowater Independent School District ("LGE")  
Attn: Marci Ramos  
Title: Business Manager  
Address: 1100 Ave K  
City, State, Zip: Shallowater, Texas 79363  
Phone: 806-832-4531  
Email: mramos@shallowaterisd.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:

Shallowater Independent School District

Harris County Department of Education

Name of Local Governmental Entity

Marci Ramos

Authorized Signature

**Marci Ramos**

James Colbert, Jr.

Printed Name

**Business Manager**

County School Superintendent

Title

10-19-23

Date

Date

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

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> School District       | <input type="checkbox"/> Charter School    |
| <input type="checkbox"/> County                           | <input type="checkbox"/> City/Municipality |
| <input type="checkbox"/> University                       | <input type="checkbox"/> College           |
| <input type="checkbox"/> State Entity                     |  |
| <input type="checkbox"/> Governmental entity/other: _____ |  |

**Interlocal Agreement**  
**between Harris County Department of Education**  
**& Teague 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 Teague ISD, a local governmental entity and/or political subdivision ("LGE"), located in Teague (city), TX (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

Teague ISD ("LGE")  
Attn: Leslie Cockerham  
Title: Business Office Specialist  
Address: 420 N. 10th Ave  
City, State, Zip: Teague, TX 75860  
Phone: 254-739-1309  
Email: lcockerham@teagueisd.org

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:

Teague Independent School District Harris County Department of Education  
Name of Local Governmental Entity

[Signature]  
Authorized Signature

Chris Skinner  
Printed Name

Superintendent  
Title

James Colbert, Jr.

County School Superintendent

10.26.2023  
Date

\_\_\_\_\_  
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**  
**& UNC Charlotte**

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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 University of North Carolina at Charlotte ("Entity"), located in Charlotte, NC, 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: UNC Charlotte  
 Attn: Scott Brechtel  
 Title: Director of Materials Management  
 Address: 9201 University City Blvd  
 City, State, Zip: Charlotte, NC 28223  
 Phone: 704-687-7329  
 Email: sjbrecht@uncc.edu

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:

UNC Charlotte

Entity Name



Signature

Scott Brechtel

Printed Name

Director of Materials Management

Title

March 29, 2023

Date

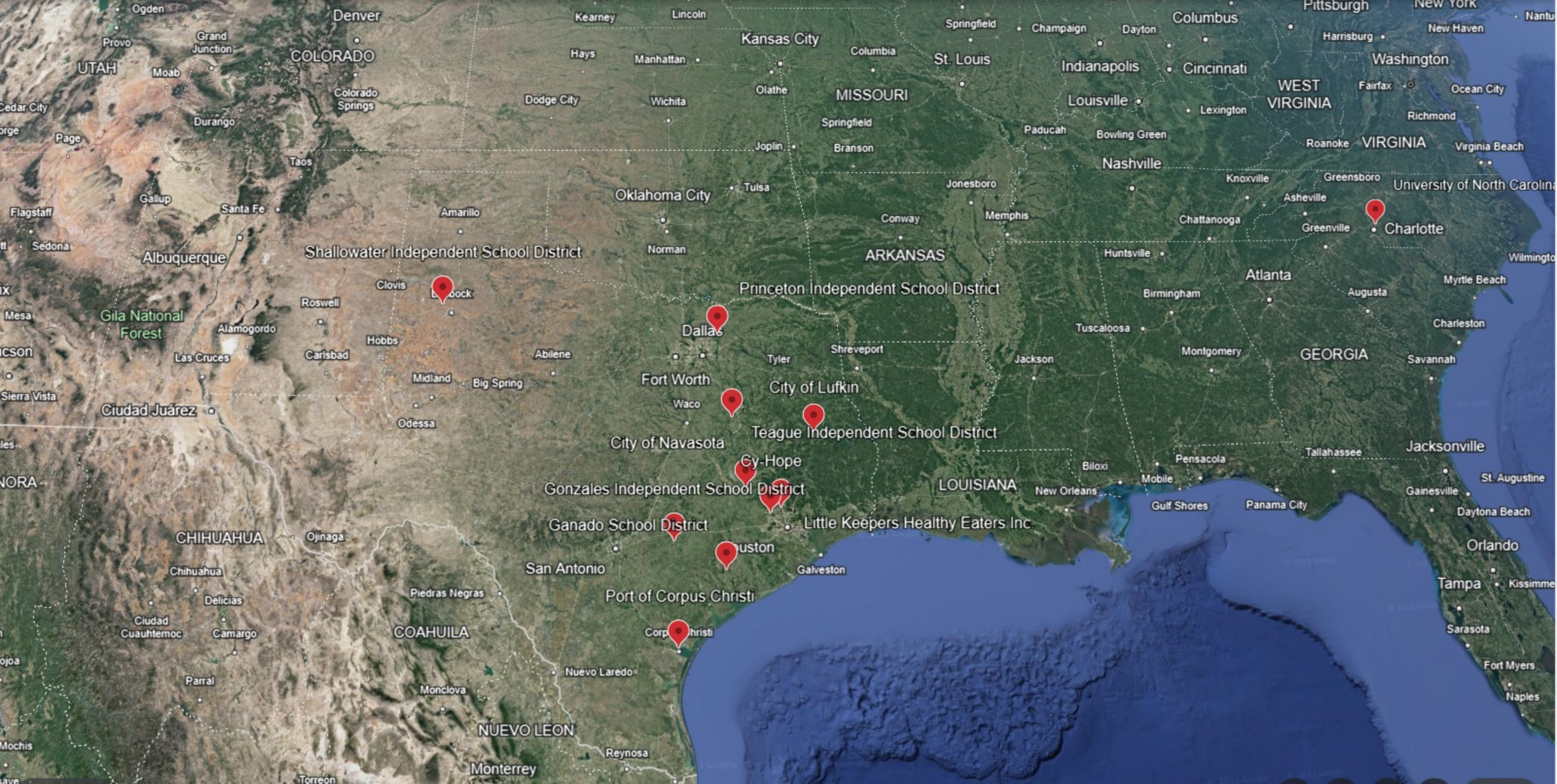
Harris County Department of Education

James Colbert, Jr.

County School Superintendent

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







**Regular Board Meeting****6. F. 1.****Meeting Date:** December 13, 2023**Title:** School-Based Therapy Services Contracts for FY23**Submitted For:** Carie Crabb, Therapy**Submitted By:** Ramielle Leday**Recommended Action:** Approve**HCDE Goal(s):** 1. Impact education/respond to evolving needs  
4. Provide cost savings by leveraging tax dollars**Additional Resource Personnel:** C.Crabb, J.Parker, Dr. Amezcua, and Dr. Johnson**Facilities/Technology Approval Needed?:** None

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

**Approval of Interlocal (revenue) contract amendment for School-Based Therapy Services in the amount of \$137,100 for FY 2024 with YES PREP Public Schools for the period of 08/16/2023 through 08/15/2024.** The contract amount is proposed to be amended from \$135,140 to \$137,100 (a \$1,960 increase) to add additional days of therapy services.

**Subject:**

School-Based Therapy Services contract amendment for FY 2023 with YES PREP Public Schools for the period 8/16/2023 to 8/15/2024 to add 4 days of music therapy services.

**Rationale:****Contract did read:**

<u>Types of Service</u>	<u>Total Days/Hrs</u>	<u>Cost Day/Hour</u>	<u>Total Cost</u>
Occupational Therapy	260 Days	\$ 490/Day	\$ 127,400
Occupational Therapy Assistant	1 Days	\$ 390/Day	\$ 390
Physical Therapy	15 Days	\$ 490/Day	\$ 7,350
\$135,140 (aggregate amt)			

**Contract now reads:**

<u>Types of Service</u>	<u>Total Days/Hrs</u>	<u>Cost Day/Hour</u>	<u>Total Cost</u>
Occupational Therapy	260 Days	\$ 490/Day	\$127,400
Occupational Therapy Assistant	1 Days	\$ 390/Day	\$ 390
Physical Therapy	15 Days	\$ 490/Day	\$ 7,350
Music Therapy	4 Days	\$490/Day	\$ 1,960
\$137,100 (aggregate amt)			

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**Fiscal Impact****Attachments**

## Form Review

### Inbox

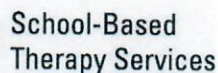
Carie Crabb  
Purchasing  
Purchasing Director  
Assistant Superintendent - Business  
Form Started By: Ramielle Leday  
Final Approval Date: 11/30/2023

### Reviewed By

Carie Crabb  
Yaritza Roman  
Edna Johnson  
Jesus Amezcua

### Date

11/14/2023 02:17 PM  
11/28/2023 03:50 PM  
11/28/2023 04:25 PM  
11/30/2023  
Started On: 11/14/2023 01:05 PM



## KIPP Texas Public Schools – Houston

HCDE agrees to provide the services as described below. KIPP Texas Public Schools – Houston agrees to pay for the services as described below.

HCDE agrees to provide the services as described below. \_\_\_\_\_ agrees to pay for the services as described below.

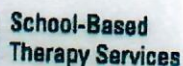
*Handwritten signature*

Date \_\_\_\_\_

Contract Code TS35990

James Colbert, Jr., County School Superintendent  
6300 Irvington Boulevard ★ Houston, Texas 77022 ★ Tel: 713.694.6300 ★ [www.hcde-texas.org](http://www.hcde-texas.org)





**KIPP Texas Public Schools - Houston**

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.

### **Additional Terms**

- Agreed to:

Date \_\_\_\_\_

06.03.2023

Jesus Amezcua for James Colbert Jr. (Jul 23, 2023 18:48 CDT)

Date \_\_\_\_\_

Jul 23, 2023



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

**Regular Board Meeting****6. F. 2.**

<b>Meeting Date:</b>	December 13, 2023		
<b>Title:</b>	Ratification of Services Agreement for HCDE Revenue with Tejano Center for Community Concerns		
<b>Submitted For:</b>	Deisy Rubio, Purchasing	<b>Submitted By:</b>	Deisy Rubio
<b>Recommended Action:</b>	Ratify	<b>HCDE Goal(s):</b>	1. Impact education/respond to evolving needs 2. Deliver value responsibly
<b>Additional Resource Personnel:</b>	Dr. Jesus Amezcua, Dr. Edna Johnson	<b>Facilities/Technology Approval Needed?:</b>	None

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

**Ratification of (revenue) Services Agreement with Tejano Center for Community Concerns, in the amount of \$160,700 for the period of 09/01/2023 through 01/31/2024** for HCDE's Business Services to provide ongoing procurement support and streamline processes.

**Subject:**

**Ratification of (revenue) Services Agreement with Tejano Center for Community Concerns in the amount of \$160,700 from 9/01/2023 to 01/31/2024** for HCDE's Business Services to provide ongoing procurement support and streamline processes.

**Rationale:**

**Ratification of (revenue) Services Agreement with Tejano Center for Community Concerns in the amount of \$160,700 from 9/01/2023 to 01/31/2024** for HCDE's Business Services to provide ongoing Procurement support and streamline processes.

Interim CFO: at a rate of \$200 per hour  
Accounting Lead: at a rate of \$88 per hour  
Accounts payable staff: at a rate of \$45 per hour.

Amount not to exceed \$113,400

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**Fiscal Impact****Attachments**

Tejano Center for Community Concerns

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**Form Review****Inbox**

Purchasing Director  
Assistant Superintendent - Business  
Form Started By: Deisy Rubio  
Final Approval Date: 11/30/2023

**Reviewed By**

Edna Johnson  
Jesus Amezcua

**Date**

11/27/2023 09:48 AM  
11/30/2023  
Started On: 11/09/2023 10:06 AM





**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**CONTRACT PROCESSING FORM (CPF)**

Contract requires approval from: Superintendent ☐

Assistant Superintendent ☐

**SECTION 1 – CONTRACT INFORMATION**

Funding Division Business Services	Today's Date 11/8/23	# Original Contracts	Expenditure/Revenue Budget Account Code (20 digits) 1994-00-050-00-050/ 57260080
Contracting Party Tejano Center		RFP # (if applicable)	Is Contracting Party an Employee of HCDE? If yes, which division? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Division:
Description of Services: Service Agreement for HCDE revenue			
Type of Contract Revenue	Contract Fiscal Year 2023-2024	HCDE Contract? Yes (HCDE Contract)	Term From: 9/1/2023 To: 01/31/2024

**SECTION 2 – CONTRACT TYPE**

Expenditure contract less than \$50,000 (Check if Board Approval is Required)	Amount: 113,400
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**SECTION 3 – COMPLIANCE WITH POLICY CH (LOCAL) PURCHASING AUTHORITY**

The Board has approved entering into this contract for political/lobbying services. ☐ N/A ☐ No ☐ Yes – Click here to enter a date.

**SECTION 4 – CONTRACT REVIEW CHECKLIST**

- ☐ This contract was previously reviewed by HCDE attorney (*Note that all templates have been reviewed by attorney*) – **Skip to Section 5**
- ☐ This contract was NOT previously reviewed by HCDE attorney (**complete fields below**)
- Date I reviewed contract using the Contract Review Checklist: Click here to enter a date.
- Exceptions Found? Click here to select one.
- ☐ This contract was reviewed by Purchasing.
- ☐ This contract was reviewed by Technology \_\_\_\_\_ (initials)
- ☐ This contract was reviewed by Facilities \_\_\_\_\_ (initials)

**SECTION 5 – REQUIRED SIGNATURES**

*I certify to the best of my knowledge that the information contained in this document is correct and complete. I further certify that the program and all activities related to the program will be conducted in accordance with all applicable federal, state, and local laws including regulations and contract guidelines created to ensure accomplishment of this objective. Acknowledge by checking box and signing below.*

Employee Completing this form Katrina Cary	Date 11/8/2023	Funding Division Director <input type="checkbox"/>	Date
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**Submit a two-part NCR copy to Purchasing along with the signed original contracts**

**FOR PURCHASING DIVISION USE ONLY:**

Contract Reviewer:		Date:	
<input type="checkbox"/> Vendor Packet	<input type="checkbox"/> Form 1295	<input type="checkbox"/> Vendor Certification	<input type="checkbox"/> Resume
<input type="checkbox"/> Board Action Item – <input type="checkbox"/> Revenue <input type="checkbox"/> Expenditure <input type="checkbox"/> Grant <input type="checkbox"/> ILC		<input type="checkbox"/> EICC Checklist	<input type="checkbox"/> SAM's Check (Debarred <input type="checkbox"/> Yes <input type="checkbox"/> No)
<input type="checkbox"/> Board Information Item	Date: _____	<input type="checkbox"/> Signed by Assistant Superintendent	Date: _____
<input type="checkbox"/> Contract Approved by Board	Date: _____	<input type="checkbox"/> Returned to Division or:	Date Returned: _____
<input type="checkbox"/> Contract Signed by Superintendent	Date: _____	<input type="checkbox"/> Additional Signatures Required – Return one original to Purchasing	
<input type="checkbox"/> Expenditure Contract (For Approval Only)	Date: _____	when obtained	

**NOTES:**

## SERVICES AGREEMENT FOR HCDE REVENUE

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 Tejano Center for Community Concerns, located in 2950 Broadway St., Houston, Texas, 77017 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 Tejano Center for Community Concerns 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 Business Services. Tejano Center for Community Concerns agrees to retain HCDE and HCDE agrees to provide services to Tejano Center 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 9/1/2023 and ending 01/31/2024 (“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 ventures, or partner of Tejano Center for Community Concerns. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Tejano Center 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 \_\_\_\_\_.
7. **Compensation.** Tejano Center for Community Concerns will pay HCDE \$ 113,400. Tejano Center for Community Concerns agrees to make payment to HCDE upon receipt of an invoice. HCDE will invoice Tejano Center within thirty (30) days of the completion of services.
8. **Conflict of Interest.** During the Term of HCDE’s service to Tejano Center for Community Concerns, 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 Tejano Center for Community Concerns.

**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.** \_\_\_\_\_ 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 Tejano Center for Community Concerns. If HCDE is unable to complete the work in this manner based on the mutually agreed upon time, HCDE shall notify Tejano Center for Community Concerns in writing.

**12. Termination.** Either party for any reason upon thirty (30) days written notice may terminate this Agreement without cause. Tejano Center for Community Concerns will be responsible for payment for services that have been accepted by Tejano Center for Community Concerns 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 Tejano Center for

Community Concerns 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, Tejano Center for Community Concerns and HCDE have executed this Agreement to be effective on the date specified in Term above:

Tejano Center for Community Concerns

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_, Superintendent  
2950 Broadway St  
Houston, Texas 77017

Harris County Department of Education

By: \_\_\_\_\_  
(Signature)

Dr. Jesus Amezcua  
Assistant Superintendent –Business Services  
6300 Irvington Blvd  
Houston, TX 77022-5618  
713-696-1371  
713-696-0740

**EXHIBIT A  
SCOPE OF WORK**

HCDE	Tejano Center for Community Concerns
<p><b>Services/Obligations</b></p> <ul style="list-style-type: none"> <li>• Provide on-going procurement support and streamline processes.</li> <li>• (Process requisitions, print and distribute Purchase Orders</li> <li>• Review open POs reports starting June 1. Submit POs to AP for processing.</li> <li>• Issue RFPs as needed.</li> <li>• Assist with audit in June.</li> <li>• Renew RFPs (take to the Board)</li> <li>• Create board agenda items.</li> <li>• Accept and review vendor packets, Receive W-9s and create vendor numbers. Certify 1295s</li> <li>• Review and process service agreements</li> <li>• Interim CFO rate 200/hr.</li> <li>• Acctg Lead \$88/hr.</li> <li>• Apay Staff \$45/hr.</li> </ul>	<p><b>Obligations</b></p> <ul style="list-style-type: none"> <li>• Provide information and access to HCDE Staff during the work.</li> <li>• Provide documents necessary to conduct the review.</li> </ul>

## Regular Board Meeting

6. F. 3.

<b>Meeting Date:</b>	December 13, 2023		
<b>Title:</b>	Ratification of Services Agreement with Amigos Por Vida, Inc.		
<b>Submitted For:</b>	Deisy Rubio, Purchasing	<b>Submitted By:</b>	Deisy Rubio
<b>Recommended Action:</b>	Ratify	<b>HCDE Goal(s):</b>	1. Impact education/respond to evolving needs 2. Deliver value responsibly
<b>Additional Resource Personnel:</b>	Dr. Jesus Amezcua, Dr. Edna Johnson	<b>Facilities/Technology Approval Needed?:</b>	None

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### Information

#### Posted Agenda Item:

**Ratification of (revenue) Services Agreement with Amigos Por Vida, Inc., for an amount not to exceed \$76,800 for the period of 09/01/2023 through 01/31/2024** for HCDE's Business Services to provide ongoing Procurement support and streamline processes.

#### Subject:

**Services Agreement with Amigos Por Vida, Inc.**

#### Rationale:

**Ratification of (revenue) Interlocal Agreement with Amigos Por Vida, Inc., for an amount not to exceed \$76,800 from 09/01/2023 to 01/31/2024** for HCDE's Business Services to provide ongoing Procurement support and streamline processes.  
Amount not to exceed \$38,400.

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### Fiscal Impact

### Attachments

Amigos por Vida

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### Form Review

#### Inbox

Purchasing Director  
Assistant Superintendent - Business  
Form Started By: Deisy Rubio  
Final Approval Date: 11/30/2023

#### Reviewed By

Edna Johnson  
Jesus Amezcua

#### Date

11/27/2023 09:48 AM  
11/30/2023  
Started On: 11/09/2023 04:28 PM





# HARRIS COUNTY DEPARTMENT OF EDUCATION

## CONTRACT PROCESSING FORM (CPF)

Contract requires approval from: Superintendent ☐

Assistant Superintendent ☐

### SECTION 1 – CONTRACT INFORMATION

Funding Division Business Services	Today's Date 11/8/23	# Original Contracts	Expenditure/Revenue Budget Account Code (20 digits) 1994-00-050-00-050/ 57260080	
Contracting Party Amigos Por Vida		RFP # (if applicable)	Is Contracting Party an Employee of HCDE? If yes, which division? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Division:	
Description of Services: Service Agreement for HCDE revenue				
Type of Contract Revenue	Contract Fiscal Year 2023-2024	HCDE Contract? Yes (HCDE Contract)	Term From: 9/1/2023 To: 01/31/2024	

### SECTION 2 – CONTRACT TYPE

Expenditure contract less than \$50,000 (Check if Board Approval is Required)	Amount: 38,400
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### SECTION 3 – COMPLIANCE WITH POLICY CH (LOCAL) PURCHASING AUTHORITY

The Board has approved entering into this contract for political/lobbying services. ☐ N/A ☐ No ☐ Yes – Click here to enter a date.

### SECTION 4 – CONTRACT REVIEW CHECKLIST

☐ This contract was previously reviewed by HCDE attorney (*Note that all templates have been reviewed by attorney*) – Skip to Section 5

☐ This contract was NOT previously reviewed by HCDE attorney (**complete fields below**)

Date I reviewed contract using the Contract Review Checklist: Click here to enter a date.

Exceptions Found? Click here to select one.


☐ This contract was reviewed by Purchasing.

☐ This contract was reviewed by Technology \_\_\_\_\_ (initials)

☐ This contract was reviewed by Facilities \_\_\_\_\_ (initials)

### SECTION 5 – REQUIRED SIGNATURES

*I certify to the best of my knowledge that the information contained in this document is correct and complete. I further certify that the program and all activities related to the program will be conducted in accordance with all applicable federal, state, and local laws including regulations and contract guidelines created to ensure accomplishment of this objective. Acknowledge by checking box and signing below.*

Employee Completing this form Katrina Cary	Date 11/8/2023	Funding Division Director <input type="checkbox"/> 	Date
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Submit a two-part NCR copy to Purchasing along with the signed original contracts

### FOR PURCHASING DIVISION USE ONLY:

Contract Reviewer:	Date:
<input type="checkbox"/> Vendor Packet <input type="checkbox"/> Form 1295 <input type="checkbox"/> Vendor Certification <input type="checkbox"/> Resume <input type="checkbox"/> EICC Checklist <input type="checkbox"/> SAM's Check (Debarred <input type="checkbox"/> Yes <input type="checkbox"/> No)	
<input type="checkbox"/> Board Action Item – <input type="checkbox"/> Revenue <input type="checkbox"/> Expenditure <input type="checkbox"/> Grant <input type="checkbox"/> ILC <input type="checkbox"/> Board Information Item Date: _____ <input type="checkbox"/> Contract Approved by Board Date: _____ <input type="checkbox"/> Contract Signed by Superintendent Date: _____ <input type="checkbox"/> Expenditure Contract (For Approval Only) Date: _____	<input type="checkbox"/> Signed by Assistant Superintendent Date: _____ <input type="checkbox"/> Returned to Division or: _____ Date Returned: _____ <input type="checkbox"/> Additional Signatures Required – Return one original to Purchasing when obtained

### NOTES:

## SERVICES AGREEMENT FOR HCDE REVENUE

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 Amigos Por Vida, located in 5503 El Camino Del Rey St., Houston, Texas, 77081 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 Amigos Por Vida 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 Business Services. Amigos Por Vida agrees to retain HCDE and HCDE agrees to provide services to Tejano Center 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 9/1/2023 and ending 01/31/2024 (“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 ventures, or partner of Amigos Por Vida. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Tejano Center 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 \_\_\_\_\_.
7. **Compensation.** Amigos Por Vida will pay HCDE \$ 38,400 (800 x 1 per week x 4 x 12). Amigos Por Vida agrees to make payment to HCDE upon receipt of an invoice. HCDE will invoice Tejano Center within thirty (30) days of the completion of services.



8. **Conflict of Interest.** During the Term of HCDE's service to Amigos Por Vida, 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 Amigos Por Vida.

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.** \_\_\_\_\_ **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 Amigos Por Vida. If HCDE is unable to complete the work in this manner based on the mutually agreed upon time, HCDE shall notify Amigos Por Vida in writing.

12. **Termination.** Either party for any reason upon thirty (30) days written notice may terminate this Agreement without cause. Amigos Por Vida will be responsible for payment for services that have been accepted by Amigos Por Vida 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 Amigos Por Vida 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, Amigos Por Vida and HCDE have executed this Agreement to be effective on the date specified in Term above:

Amigos Por Vida

Harris County Department of Education

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_, Superintendent  
5503 El Camino Del Rey St  
Houston, Texas 77081

Dr. Jesus Amezcua  
Assistant Superintendent – Business Services  
6300 Irvington Blvd  
Houston, TX 77022-5618  
713-696-1371  
713-696-0740

**EXHIBIT A  
SCOPE OF WORK**

HCDE	Amigos Por Vida
<p><b>Services/Obligations</b></p> <ul style="list-style-type: none"> <li>• Provide on-going procurement support and streamline processes.</li> <li>• (Process requisitions, print and distribute Purchase Orders</li> <li>• Review open POs reports starting June 1. Submit POs to AP for processing.</li> <li>• Issue RFPs as needed.</li> <li>• Assist with audit in June.</li> <li>• Renew RFPs (take to the Board)</li> <li>• Create board agenda items.</li> <li>• Accept and review vendor packets, Receive W-9s and create vendor numbers. Certify 1295s</li> <li>• Review and process service agreements</li> </ul>	<p><b>Obligations</b></p> <ul style="list-style-type: none"> <li>• Provide information and access to HCDE Staff during the work.</li> <li>• Provide documents necessary to conduct the review.</li> </ul>

# Action Items - Non-Consensus

**Regular Board Meeting****7. 1.****Meeting Date:** December 13, 2023**Title:** Revised BBG (Local)**Submitted For:** Jessica Bermea, Purchasing**Recommended Action:** Approve**Submitted By:**

Jessica Bermea

**HCDE Goal(s):**1. Impact  
education/respond  
to evolving needs**Additional Resource****Personnel:****Facilities/Technology****Approval Needed?:**

---

**Information****Posted Agenda Item:****Consider first reading, waiving second reading, and final approval of revised Policy BBG (Local)****Subject:****Consider first reading, waiving second reading, and final approval of revised Policy BBG (Local)****Rationale:****Consider first reading, waiving second reading, and final approval of revised Policy BBG (Local)**

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**Fiscal Impact****Attachments**

Revised BBG Local

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**Form Review****Inbox**

Purchasing

Purchasing Director

Assistant Superintendent - Business

Form Started By: Jessica Bermea

Final Approval Date: 11/30/2023

**Reviewed By**

Deisy Rubio

Edna Johnson

Jesus Amezcua

**Date**

11/29/2023 09:07 AM

11/29/2023 09:28 AM

11/30/2023

Started On: 11/28/2023 12:32 PM

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**Regular Board Meeting****7. 2.****Meeting Date:** December 13, 2023**Title:** Consider approval of Indeco Sales, Inc. for Furniture, Fixtures, & Equipment for the Administration Building Project.**Submitted For:** Richard Vela, Facilities**Submitted By:** Laura Espinoza**Recommended Action:** Approve**HCDE Goal(s):**  
1. Impact education/respond to evolving needs  
2. Deliver value responsibly**Additional Resource Personnel:** Joe Carreon**Facilities/Technology Approval Needed?:** Facilities

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

**Approval of Contract with Indeco Sales, Inc. (job no. 23/022MF-08) for an amount not to exceed \$1,516,131 for the term of 12/14/2023 through 08/31/2025** for Furniture, Fixtures, and Equipment for the Administration Building Renovation Project and delegate authority to HCDE Superintendent or his designee to negotiate, finalize, and execute the Contract.

**Subject:**

Furniture, Fixtures, and Equipment for the Administrative Building Renovation Project contract with Indeco Sales, Inc (job no. 23/022MF-08)

**Rationale:**

Approval of Contract with Indeco Sales, Inc. (job no. 23/022MF-08) for an amount not to exceed \$1,516,131 for Furniture, Fixtures, and Equipment for the Administrative Building Renovation Project and delegate authority to HCDE Superintendent or his designee to negotiate, finalize, and execute the Service Agreement.

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**Fiscal Impact****Included in FY budget Y/N::** Yes**Included in current budget amendment::** Yes

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**Attachments**

Indeco Contract  
10618 Ariel Proposal

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**Form Review****Inbox**

Purchasing  
Purchasing Director  
Assistant Superintendent - Business  
Form Started By: Laura Espinoza  
Final Approval Date: 11/30/2023

**Reviewed By**

Deisy Rubio  
Edna Johnson  
Jesus Amezcua

**Date**

11/27/2023 04:16 PM  
11/28/2023 03:04 PM  
11/30/2023  
Started On: 11/20/2023 08:33 AM



## 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 **Indeco Sales, Inc.** ("Contractor"), located in **805 E. 4<sup>th</sup> Ave, Belton, Texas 76513**, 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 **12/14/2023** and ending **8/31/2025** ("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 **\$1,516,131.08** 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 PFC [funding source(s)]. Payment for services rendered shall be allocated as follows: 100% funded by PFC [funding source].

**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 Director of Headstart 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# 23/022MF-08** 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 supercede 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.

**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.

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

Indeco Sales, Inc.

By:   
(Signature)

Harris County Department of Education

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

**EXHIBIT A  
SCOPE OF WORK**

<b>Contractor</b>	<b>HCDE</b>
<ul style="list-style-type: none"><li>• Provide Furniture Fixtures and Equipment based on Order No 10618 on Proposal date 11/17/2023.</li></ul>	<ul style="list-style-type: none"><li>• Coordinate and provide access to the project site.</li></ul>



## **Ch. 22 Criminal History Records Contractor Certification: Contractor/Subcontractor Employees**

**Background:** Texas Education Code Chapter 22 requires that criminal history records be obtained regarding covered employees of entities that contract with a school district to provide services to the school district ("Contractors") and entities that contract with school district contractors ("Subcontractors"). Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors/Subcontractors shall (1) complete this form certifying compliance with the requirements of Texas Education Code Chapter 22 to HCDE; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22.

**Criminal history records will be obtained by either the Contractor/Subcontractor or HCDE, as follows:**

- (1) **Contractor/Subcontractor:** The only Contractors/Subcontractors who will be granted access to obtain criminal history record information are those "qualified school contractors" that (1) contract or subcontract to provide services to HCDE; and (2) are determined eligible by the Texas Department of Public Safety (DPS) to obtain criminal history record information under the National Child Protection Act of 1993 (34 U.S.C. § 40101 *et seq.*) (NCPA), specifically, those contractors/subcontractors who provide "care or care placement services" and are based in Texas, for an employee, applicant for employment, or volunteer of the "qualified school contractor." All "qualified school contractors" are required to obtain their covered employees' criminal histories, certify compliance to HCDE, and obtain similar certifications from their subcontractors. Before or immediately after employing or securing the services of a person who is a "covered employee" (as defined below) the Contractor/Subcontractor shall send or ensure that the employee sends to DPS all information that is required by DPS for obtaining the person's national criminal history record information, which may include (but is not limited to) a complete set of the person's fingerprints and a recent electronic digital image photograph of the person, as required by DPS. DPS shall obtain the person's national criminal history record information and report the results through the criminal history clearinghouse as provided by Texas Government Code 411.0845. For more information or to set up an account, Contractor/Subcontractor should contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474. Contractor/Subcontractor shall obtain all criminal history record information that relates to all covered employees through the criminal history clearinghouse as provided by Texas Government Code 411.0845. In addition, Contractor/Subcontractor shall require that each of its subcontracting entities obtains all criminal history record information that relates to its covered employees, if the subcontracting entity is also a "qualified school contractor." Contractor/Subcontractor shall: (1) provide HCDE with a fitness determination (as set forth below) as to each covered employee, based on all criminal history record information obtained; and (2) certify to HCDE that Contractor/Subcontractor has received all criminal history record information relating to a person who is employed by or under a current offer of employment by Contractor/Subcontractor.
- (2) **HCDE:** All Contractors/Subcontractors who are not "qualified school contractors" (in other words, all Contractors/Subcontractors who do not provide "care or care placement services" or are not based in Texas) are required to follow the instructions listed below, so that HCDE may obtain their covered employees' criminal history record information, as applicable. Contractor/Subcontractor shall also require that any of its subcontracting entities that are not "qualified school contractors" follow the instructions listed below, so that HCDE may obtain their covered employees' criminal history record information. **Contractor/Subcontractor is responsible for the**

**payment of all fingerprinting costs. Should HCDE pay any costs of fingerprinting Contractor/Subcontractor employees, Contractor agrees to reimburse HCDE for such costs; in the event Contractor fails to reimburse HCDE for the costs of fingerprinting Contractor/Subcontractor employees, Contractor agrees that HCDE may deduct such costs from any payment due and owing by HCDE to Contractor.**

**Definitions:**

- **Covered employees:** Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. HCDE will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.
- **Continuing duties related to contracted services:** Work duties that are performed pursuant to a contract to provide services to a school entity on a regular, repeated basis rather than infrequently or one-time only. *See* 19 Tex. Admin. Code §153.1101(2).
- **Direct contact with students:** The contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee. Contact with students that results from services that do not provide substantial opportunity for unsupervised interaction with a student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides substantial opportunity for unsupervised contact with students, which might include, without limitation, the provision of coaching, tutoring, or other services to students. *See* 19 Tex. Admin. Code § 153.1101(7).
- **Public Works Contractor:** An entity that contracts directly or subcontracts with an entity that contracts with a school district to provide construction services to the school district.
- **Exception for Certain Public Works Contractors' Employees and Applicants:** The criminal history record information requirements outlined above do not apply to an employee or applicant for employment of a public works contractor (as defined above) if: (1) the public work does not involve the construction, alteration, or repair of an instructional facility as defined by Texas Education Code Section 46.001; (2) the employee's duties will be completed not later than the seventh (7th) day before a new instructional facility will be used for instruction; or (3) for an existing instructional facility, the work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence at least six (6) feet high, and the Contractor adopts, informs employees of, and enforces a policy prohibiting employees and any subcontractor's employees from interacting with students or entering areas used by students.

**Disqualifying criminal history:**

- (1) a conviction or other criminal history information designated by HCDE; or (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: (a) conviction of a felony offense under Title 5, Texas Penal Code if at the time of the offense, the victim was under 18; (b) conviction of or placement on deferred adjudication community supervision for an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) conviction of an offense under federal law or the laws of another state that is equivalent to (a) or (b).

Types of Criminal History Record Information:

- National criminal history record information from the Texas Department of Public Safety criminal history clearinghouse. HCDE and/or Contractor/Subcontractor may obtain from any law enforcement or criminal justice agency all criminal history record information that relates to a covered employee.
- 

On behalf of Indeco Sales ("Contractor/Subcontractor"), I, the undersigned authorized signatory for Contractor/Subcontractor, certify to Harris County Department of Education ("HCDE") (and, in the case of a Subcontractor, certify to Contractor and HCDE) that [**check one**]:

☒ **OPTION A:** Contractor/Subcontractor certifies that none of the employees of Contractor/Subcontractor are *covered employees*, as defined above. For each covered employee who is employed by or under a current offer of employment by Contractor/Subcontractor, Contractor/Subcontractor certifies to HCDE that it will timely complete the "Contractor Criminal History Background Check Certification" form and submit such to HCDE. If this box is checked, I further certify that Contractor/Subcontractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Contractor/Subcontractor will ensure that these precautions or conditions continue to exist throughout the time that the contracted services are provided. If HCDE, in its sole discretion, determines that employees of Contractor/Subcontractor are *covered employees*, as defined above, Contractor/Subcontractor will provide HCDE with the name, date of birth, and any other requested information of such covered employees so that HCDE may obtain criminal history record information on the covered employees, upon request by HCDE.

Or

☐ **OPTION B:** Contractor/Subcontractor certifies that some or all of the employees of Contractor/Subcontractor are *covered employees*, but the criminal history record information requirements do not apply to its employees or applicants for employment because:

- (1) Contractor/Subcontractor is a public works contractor (an entity that contracts directly or subcontracts with an entity that contracts with a school district to provide construction services to the school district); **and**
- (2) the public work does not involve the construction, alteration, or repair of an instructional facility as defined by Texas Education Code Section 46.001; the employee's duties will be completed not later than the seventh (7th) day before a new instructional facility will be used for instruction; **or** for an existing instructional facility, the work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence

at least six (6) feet high, and the Contractor adopts, informs employees of, and enforces a policy prohibiting employees and any subcontractor's employees from interacting with students or entering areas used by students.

If this option is selected, Contractor/Subcontractor further certifies to HCDE that:

- (a) Contractor/Subcontractor shall ensure that the conditions or precautions that resulted in the determination that the criminal history record information requirements do not apply to its employees or applicants for employment continue to exist throughout the time that the contracted services are provided;
- (b) For each covered employee who is employed by or under a current offer of employment by Contractor/Subcontractor, Contractor/Subcontractor will timely complete the "Contractor Criminal History Background Check Certification" form and submit such to HCDE; and
- (c) If HCDE, in its sole discretion, determines that the conditions in paragraph (1) and/or (2) above are not satisfied as to Contractor/Subcontractor, Contractor/Subcontractor will provide HCDE with the name, date of birth, and any other requested information of its covered employees so that HCDE may obtain criminal history record information on the covered employees, upon request by HCDE.

Or

**[ ] OPTION C: Contractor/Subcontractor certifies that some or all of the employees of Contractor/Subcontractor are covered employees, and Contractor/ Subcontractor is a "qualified school contractor."** For each covered employee who is employed by or under a current offer of employment by Contractor/Subcontractor, Contractor/Subcontractor certifies to HCDE that it will timely complete the "Contractor Criminal History Background Check Certification" form and submit such to HCDE. If this option is selected, I further certify that:

- (1) Contractor/Subcontractor certifies to HCDE that Contractor/Subcontractor has received all criminal history record information relating to a person who is employed by or under a current offer of employment by Contractor/Subcontractor. Contractor/Subcontractor provides HCDE with the following fitness determination as to each covered employee, based on all criminal history record information obtained: None of the covered employees has a disqualifying criminal history.
- (2) If Contractor/Subcontractor at any time receives information that a covered employee subsequently has a reported disqualifying criminal history, Contractor/Subcontractor will immediately remove the covered employee from contract duties and notify HCDE in writing within 3 business days.
- (3) Upon request by HCDE, Contractor/Subcontractor will provide HCDE with the name, date of birth, and any other requested information of covered employees so that HCDE may obtain criminal history record information on the covered employees.

Or

**[ ] OPTION D: Contractor/Subcontractor certifies that some or all of the employees of Contractor/Subcontractor are covered employees, and Contractor/Subcontractor is not a "qualified school contractor."** If this option is selected, I further certify that:

- (1) For each covered employee who is employed by or under a current offer of employment by Contractor/Subcontractor, Contractor/Subcontractor certifies to HCDE that will timely complete

the “Contractor Criminal History Background Check Certification” form and submit such to HCDE, providing the following information regarding each covered employee as required by DPS in order to provide criminal history record information, so that HCDE may obtain the covered employees’ criminal history record information: (a) Full name (first, middle, and last); (b) Date of birth; (c) Sex; (d) Social Security number; (e) number assigned to any form of unexpired identification card issued by Texas or another state, the District of Columbia, or a U.S. territory that includes the person’s photograph; (f) if the employee has ever been fingerprinted by a public school district in Texas (and if so, the name of the school district); and (g) the person’s written consent to the release of his or her criminal history record information.

- (2) Contractor/Subcontractor shall provide HCDE’s “Texas Fingerprint Service Code Form” document to all covered employees and ensure that they schedule fingerprinting appointments in a timely manner. Contractor/Subcontractor shall be solely responsible to send or ensure that each covered employee sends to DPS all information that may be required by DPS for obtaining national criminal history record information, which may include, but is not limited to, a complete set of the person’s fingerprints and a recent electronic digital image photograph of the person. Any covered employee whose criminal history record information is not received by HCDE at least ten (10) HCDE business days prior to the start of the services to be performed by Contractor/Subcontractor at HCDE is subject to exclusion from service, in HCDE’s sole discretion, until his or her criminal history record information can be obtained and reviewed by HCDE. Contractor/Subcontractor is responsible for the payment of all fingerprinting costs. Because Contractor/Subcontractor is not a “qualified school contractor,” it will not be permitted to view the criminal history record information obtained by HCDE.
- (3) DPS shall obtain the person’s national criminal history record information and report the results through the criminal history clearinghouse as provided by Texas Government Code 411.0845. Contractor/Subcontractor agrees that HCDE will obtain all criminal history record information that relates to a covered employee through the criminal history clearinghouse as provided by Texas Government Code 411.0845. Contractor/Subcontractor agrees that HCDE will review each covered employee’s criminal history record information, together with the employee’s qualifications, background, and experience, based on information gathered by HCDE through the procurement and/or contracting processes, to determine, in HCDE’s sole discretion, whether any covered employee(s) should be prohibited from serving at HCDE. HCDE will notify Contractor/Subcontractor of its determination.
- (4) If HCDE at any time receives information that a covered employee subsequently has a reported disqualifying criminal history or should be prohibited from serving at HCDE, in HCDE’s sole discretion, for any other reason, including, but not limited to, the employee’s qualifications, background, and experience, based on information gathered by HCDE through the procurement and/or contracting processes, HCDE will notify Contractor/Subcontractor of its determination. Contractor/Subcontractor will immediately remove the covered employee from contract duties.

**Upon contract award and/or initiation of PO/contract from HCDE, the winning proposer/Contractor shall complete HCDE’s “Contractor Criminal History Background Check Certification” form, providing the following information**

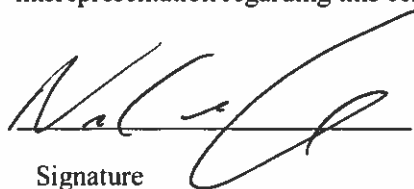


regarding each covered employee as required by DPS in order to provide criminal history record information, so that HCDE may obtain the covered employees' criminal history record information: (a) Full name (first, middle, and last); (b) Date of birth; (c) Sex; (d) Social Security number; (e) number assigned to any form of unexpired identification card issued by Texas or another state, the District of Columbia, or a U.S. territory that includes the person's photograph; (f) if the employee has ever been fingerprinted by a public school district in Texas (and if so, the name of the school district); and (g) the person's written consent to the release of his or her criminal history record information. Contractor/Subcontractor shall be solely responsible to send or ensure that each covered employee sends to DPS all information that may be required by DPS for obtaining national criminal history record information, which may include, but is not limited to, a complete set of the person's fingerprints and a recent electronic digital image photograph of the person.

If, during the term of the contract with HCDE, Contractor/Subcontractor employs additional covered employees or assigns new covered employees to perform services at HCDE, Contractor shall immediately notify HCDE and provide HCDE with all of the information listed in the preceding paragraph as to each additional covered employee, so that HCDE may obtain the additional covered employees' criminal history record information. If, during the term of the contract with HCDE, Contractor/Subcontractor ceases to employ a covered employee in connection with an HCDE contract, whose information was previously provided to HCDE, Contractor/Subcontractor shall immediately notify HCDE of the same and provide HCDE with each former covered employee's (a) Full name (first, middle, and last); (b) Date of birth; (c) Sex; (d) Social Security number; and (e) number assigned to any form of unexpired identification card issued by Texas or another state, the District of Columbia, or a U.S. territory that includes the person's photograph, so that HCDE may unsubscribe from that individual's criminal history record.

If HCDE, in its sole discretion, objects to the assignment of a covered employee for any reason, including, but not limited to, on the basis of the covered employee's criminal history record information and/or insufficient qualifications, lack of experience, and the like, based on information gathered by HCDE through the procurement and/or contracting processes, Contractor/Subcontractor agrees to discontinue using that covered employee to provide services at HCDE.

I also certify to HCDE (and, in the case of a Subcontractor, certify to Contractor and HCDE) on behalf of Contractor/Subcontractor that Contractor/Subcontractor has required its subcontractors to comply with Texas Education Code, Chapter 22 and obtained certifications from its subcontractors of such compliance. Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

  
Signature

CFO  
\_\_\_\_\_  
Title

11/27/23  
\_\_\_\_\_  
Date

## Ch. 22 Contractor/Subcontractor Certification Form under Section 13 of the contract

### List of Covered Employees

Signature

11/27/23

---

Date

## HCDE's "Texas Fingerprint Service Code Form"



**IdentoGO**  
By MorphoTrust USA

Local Education Entities - Harris County Department of Education

Texas Fingerprint Service Code Form

**Service Name: Local Education Entities - Harris County Department of Education**

To schedule your ten-minute fingerprint appointment, simply visit  
<https://uenroll.identogo.com> and enter the following Service Code

11FJ5N

When prompted, please provide or enter the following Agency Number

TX922641Z

### Background Check Waiver

I certify that all information I provided in relation to this criminal history record check is true and accurate. I authorize the Texas Department of Public Safety (DPS) to access Texas and Federal criminal history record information that pertains to me and disseminate that information to the designated Authorized Agency or Qualified Entity with which I am or am seeking to be employed or to serve as a volunteer, through the DPS Fingerprint-based Applicant Clearinghouse of Texas and as authorized by Texas Government Code Chapter 411 and any other applicable state or federal statute or policy.

I authorize the Texas Department of Public Safety to submit my fingerprints and other application information to the FBI for the purpose of comparing the submitted information to available records in order to identify other information that may be pertinent to the application. I authorize the FBI to disclose potentially pertinent information to the DPS during the processing of this application and for as long hereafter as may be relevant to the activity for which this application is being submitted. I understand that the FBI may also retain my fingerprints and other applicant information in the FBI's permanent collection of fingerprints and related information, where all such data will be subject to comparisons against other submissions received by the FBI and to further disseminations by the FBI as may be authorized under the Privacy Act of 1974 (5 USC 552a). I understand my fingerprints will be searched by and against civil, criminal and latent fingerprints in the Next Generation Identification (NGI) system. I understand I am entitled to obtain a copy of any criminal history record check and challenge the accuracy and completeness of the information before a final determination is made by the Qualified Entity. I also understand the Qualified Entity may deny me access to children, the elderly, or individuals with disabilities until the criminal history record check is completed. If a need arises to challenge the FBI record response, you may contact the agency that submitted the information to the FBI, or you may send a written challenge request to the FBI's Criminal Justice Information Services (CJIS) Division at FBI CJIS Division, Attention: Correspondence Group, 1000 Custer Hollow Road, Clarksburg, WV 26306.



Don't have access to the Internet? You can still schedule an appointment by calling 888.467.2080





## Proposal

Indeco - Houston  
805 E. 4th Avenue  
Belton, TX 76513  
Phone: 1-800-692-4256

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Customer Name	Harris County Dept of Education
Salesperson	Ariel Persaud
Project Number	
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T Harris County Dept of Education  
O 6300 Irvington Blvd  
Houston, TX 77022  
  
ATTN: Joe Carreon  
Phone: 281-745-5489  
Email: jcarreon@hcde-texas.org

S Administration Building  
H 6300 Irvington Blvd  
I Houston, TX 77022  
P  
  
T ATTN: Joe Carreon  
O Phone: 281-745-5489  
Email: jcarreon@hcde-texas.org

Prepared for : Ariel Persaud

Line	Quantity	Description	Unit Price	Extended Amount
1	20.00 Each	SITONIT 1011FT1.PS--FC2-GL1--SC20-- Lumin, Four-Leg Chair, Plastic Seat & Back, Armless FC2:Silver Frame GL1:Standard Multi-Surface Glide ~:No Tablet Upgrade SC20:Latte ~:No Selection ~:Std Packaging	153.33	3,066.60
2	12.00 Each	SITONIT 6422Y.AR8--LEATHER--LG3-ALBA--B3-C16-AC Prava, Midback, Enhanced Synchro Cntrl, AR8 Arm LEATHER:Leather Grade Selections ~:No Selection LG3:Grade 3 Leather Selection ALBA:Lena Alba ~:No Seat Depth Adjustment Upgrade B3:Polished Aluminum C16:Carpet Casters AC:Fully Assembled in a Carton	1,012.95	12,155.40
3	10.00 Each	SITONIT 6423Y.AR8--LEATHER--LG3-ALBA-E3-B3-C16-HR1C0-AC Prava, Highback, Enhanced Synchro Cntrl, AR8 Arm LEATHER:Leather Grade Selections ~:No Selection LG3:Grade 3 Leather Selection ALBA:Lena Alba E3:Seat Depth Adjustment Upgrade B3:Polished Aluminum C16:Carpet Casters HR1C0:Headrest (to match chair textile) AC:Fully Assembled in a Carton	1,110.13	11,101.30
4	4.00 Each	SITONIT 6423Y.AR8--LEATHER--LG3-JAVA-E3-B8-C16--KD Prava, Highback, Enhanced Synchro Cntrl, AR8 Arm LEATHER:Leather Grade Selections ~:No Selection LG3:Grade 3 Leather Selection	970.95	3,883.80



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		JAVA:Lena Java E3:Seat Depth Adjustment Upgrade B8:Brushed Aluminum C16:Carpet Casters ~:No Selection KD:Knocked Down		
5	2.00 Each	HON HBCSR1548P--\$(L1STD)-.LAHP-.LOFT SYSTEMS RAISED STRAIGHT COUNTERTOPS 48WX15D EDGE BAND \$(L1STD):Grd L1 Standard Laminates .LAHP:Handspun Pearl .LOFT:Loft Tag: Tag TG: 15/48 Tag L1: 15/48	108.31	216.62
6	54.00 Each	HON HCTL241L--\$(P1)-.LOFT LEFT-HAND CANTILEVER 24 IN D \$(P1):Select P1 Paint .LOFT:Loft Tag: Tag TG: CL Tag L1: CL	16.92	913.68
7	30.00 Each	HON HCTL241R--\$(P1)-.LOFT RIGHT-HAND CANTILEVER 24 IN D \$(P1):Select P1 Paint .LOFT:Loft Tag: Tag TG: CR Tag L1: CR	16.92	507.60
8	45.00 Each	HON HCTL242--\$(P1)-.LOFT 24D CANTILEVER ONE PAIR \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: CB Tag L1: CB	31.03	1,396.35
9	66.00 Each	HON HEC65PLN--\$(P1)-.LOFT 65H L CONNECTOR POST \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: CP-65-L Tag L1: CP-65-L	53.31	3,518.46
10	37.00 Each	HON HEC65PTN--\$(P1)-.LOFT 65H T CONNECTOR POST \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: CP-65-T Tag L1: CP-65-T	51.33	1,899.21
11	2.00 Each	HON	49.36	98.72



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		HEC65PXN--\$(P1)-.LOFT 65H X CONNECTOR POST \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: CP-65-X Tag L1: CP-65-X		
12	4.00 Each	HON HECB01--\$(P1)-.LOFT COUNTER TOP BRACKET \$(P1):P1 Paint Opts .LOFT:Loft	20.03	80.12
13	10.00 Each	HON HECS1 SINGLE CONNECTOR STRAP Tag: Tag TG: CS Tag L1: CS	5.92	59.20
14	56.00 Each	HON HECSL L CONNECTOR STRAP	5.92	331.52
15	2.00 Each	HON HECSS EXTENDED STRAIGHT CONNECTOR STRAP S	8.46	16.92
16	35.00 Each	HON HECST T CONNECTOR STRAP	8.46	296.10
17	2.00 Each	HON HECSX X CONNECTOR STRAP	9.87	19.74
18	2.00 Each	HON HECVH15P--\$(P1)-.LOFT VARIABLE HEIGHT CONNECTOR KIT 15H \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: VH15 Tag L1: VH15	21.72	43.44
19	10.00 Each	HON HECVH30P--\$(P1)-.LOFT VARIABLE HEIGHT CONNECTOR KIT 30H \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: VH30 Tag L1: VH30	29.33	293.30
20	1.00 Each	HON HEFEC35P--\$(P1)-.LOFT PANEL FINISHED END COVERS 35H \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: 35E Tag L1: 35E	18.90	18.90



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21	2.00 Each	HON HEFEC50P--\$(P1)-.LOFT PANEL FINISHED END COVERS 50H \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: 50E Tag L1: 50E	22.00	44.00
22	70.00 Each	HON HEFEC65P--\$(P1)-.LOFT PANEL FINISHED END COVERS 65H \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: 65E Tag L1: 65E	24.26	1,698.20
23	1.00 Each	HON HESHRTA48--\$(P1)-.LOFT 5 5/8H X 13D X 48W SHELF \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: 48 Tag L1: 48	92.51	92.51
24	15.00 Each	HON HETC20--\$(P1)-.LOFT PANEL TOP CAP 20W \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: TC20 Tag L1: TC20	14.38	215.70
25	33.00 Each	HON HETC24--\$(P1)-.LOFT PANEL TOP CAP 24W \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: TC24 Tag L1: TC24	14.38	474.54
26	54.00 Each	HON HETC30--\$(P1)-.LOFT PANEL TOP CAP 30W \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: TC30 Tag L1: TC30	17.21	929.34
27	1.00 Each	HON HETC36--\$(P1)-.LOFT PANEL TOP CAP 36W \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: TC36 Tag L1: TC36	22.00	22.00
28	10.00 Each	HON	22.85	228.50



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		HETC42--\$(P1)-.LOFT PANEL TOP CAP 42W \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: TC42 Tag L1: TC42		
29	24.00 Each	HON HETC48--\$(P1)-.LOFT PANEL TOP CAP 48W \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: TC48 Tag L1: TC48	25.10	602.40
30	6.00 Each	HON HETC60--\$(P1)-.LOFT PANEL TOP CAP 60W \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: TC60 Tag L1: TC60	31.31	187.86
31	1.00 Each	HON HETC66--\$(P1)-.LOFT PANEL TOP CAP 66W \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: TC66 Tag L1: TC66	36.67	36.67
32	7.00 Each	HON HETC72--\$(P1)-.LOFT PANEL TOP CAP 72W \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: TC72 Tag L1: TC72	37.79	264.53
33	15.00 Each	HON HETC78--\$(P1)-.LOFT PANEL TOP CAP 78W \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: TC78 Tag L1: TC78	39.21	588.15
34	3.00 Each	HON HETC84--\$(P1)-.LOFT PANEL TOP CAP 84W \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: TC84 Tag L1: TC84	43.15	129.45
35	11.00 Each	HON HETC90--\$(P1)-.LOFT	44.85	493.35



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		PANEL TOP CAP 90W \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: TC90 Tag L1: TC90		
36	38.00 Each	HON HETC96--\$(P1)-.LOFT PANEL TOP CAP 96W \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: TC96 Tag L1: TC96	47.38	1,800.44
37	1.00 Each	HON HETP3536FP--\$(A)-.LN-10-\$(P1)-.LOFT TACKABLE PANEL W/O TC 35H X 36W \$(A):Grd A Fabric .LN:Landscape 10:Sheen \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: 36/35 Tag L1: 36/35	117.90	117.90
38	9.00 Each	HON HETP3548FP--\$(A)-.ECH-14-\$(P1)-.LOFT TACKABLE PANEL W/O TC 35H X 48W \$(A):Grd A Fabric .ECH:Etch 14:Blend \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: 48/35 Tag L1: 48/35	125.79	1,132.11
39	2.00 Each	HON HETP5020FP--\$(A)-.LN-10-\$(P1)-.LOFT TACKABLE PANEL W/O TC 50H X 20W \$(A):Grd A Fabric .LN:Landscape 10:Sheen \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: 20/50 Tag L1: 20/50	122.41	244.82
40	13.00 Each	HON HETP6520DP--\$(A)-.ECH-14-\$(P1)-.LOFT-Q TACKABLE TOP TIER GLASS PANEL W/O TC 65H X 20W \$(A):Grd A Fabric .ECH:Etch 14:Blend \$(P1):P1 Paint Opts .LOFT:Loft .Q:Clear	199.69	2,595.97



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		Tag: Tag TG: 20/65 G Tag L1: 20/65 G		
41	29.00 Each	HON HETP6524DP--\$(A)-.ECH-14-\$(P1)-.LOFT-.Q TACKABLE TOP TIER GLASS PANEL W/O TC 65H X 24W \$(A):Grd A Fabric .ECH:Etch 14:Blend \$(P1):P1 Paint Opts .LOFT:Loft .Q:Clear Tag: Tag TG: 24/65 G Tag L1: 24/65 G	205.33	5,954.57
42	4.00 Each	HON HETP6524FP--\$(A)-.ECH-14-\$(P1)-.LOFT TACKABLE PANEL W/O TC 65H X 24W \$(A):Grd A Fabric .ECH:Etch 14:Blend \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: 24/65 Tag L1: 24/65	134.26	537.04
43	52.00 Each	HON HETP6530DP--\$(A)-.ECH-14-\$(P1)-.LOFT-.Q TACKABLE TOP TIER GLASS PANEL W/O TC 65H X 30W \$(A):Grd A Fabric .ECH:Etch 14:Blend \$(P1):P1 Paint Opts .LOFT:Loft .Q:Clear Tag: Tag TG: 30/65 G Tag L1: 30/65 G	212.38	11,043.76
44	28.00 Each	HON HETP6530FP--\$(A)-.ECH-14-\$(P1)-.LOFT TACKABLE PANEL W/O TC 65H X 30W \$(A):Grd A Fabric .ECH:Etch 14:Blend \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: 30/65 Tag L1: 30/65	141.59	3,964.52
45	9.00 Each	HON HETP6536DP--\$(A)-.ECH-14-\$(P1)-.LOFT-.Q TACKABLE TOP TIER GLASS PANEL W/O TC 65H X 36W \$(A):Grd A Fabric .ECH:Etch 14:Blend \$(P1):P1 Paint Opts	224.51	2,020.59



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		.LOFT:Loft .Q:Clear Tag: Tag TG: 36/65 G Tag L1: 36/65 G		
46	2.00 Each	HON HETP6536FP--\$(A)-.LN-10-\$(P1)-.LOFT TACKABLE PANEL W/O TC 65H X 36W \$(A):Grd A Fabric .LN:Landscape 10:Sheen \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: 36/65 Tag L1: 36/65	152.03	304.06
47	19.00 Each	HON HETP6542DP--\$(A)-.ECH-14-\$(P1)-.LOFT-.Q TACKABLE TOP TIER GLASS PANEL W/O TC 65H X 42W \$(A):Grd A Fabric .ECH:Etch 14:Blend \$(P1):P1 Paint Opts .LOFT:Loft .Q:Clear Tag: Tag TG: 42/65 G Tag L1: 42/65 G	241.15	4,581.85
48	22.00 Each	HON HETP6542FP--\$(A)-.ECH-14-\$(P1)-.LOFT TACKABLE PANEL W/O TC 65H X 42W \$(A):Grd A Fabric .ECH:Etch 14:Blend \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: 42/65 Tag L1: 42/65	165.28	3,636.16
49	50.00 Each	HON HETP6548DP--\$(A)-.ECH-14-\$(P1)-.LOFT-.Q TACKABLE TOP TIER GLASS PANEL W/O TC 65H X 48W \$(A):Grd A Fabric .ECH:Etch 14:Blend \$(P1):P1 Paint Opts .LOFT:Loft .Q:Clear Tag: Tag TG: 48/65 G Tag L1: 48/65 G	249.05	12,452.50
50	54.00 Each	HON HETP6548FP--\$(A)-.ECH-16-\$(P1)-.LOFT TACKABLE PANEL W/O TC 65H X 48W \$(A):Grd A Fabric .ECH:Etch	172.33	9,305.82





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		16:Tonal \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: 48/65 Tag L1: 48/65		
51	3.00 Each	HON HETP6560DP--\$(A)-.ECH-14-\$(P1)-.LOFT-.Q TACKABLE TOP TIER GLASS PANEL W/O TC 65H X 60W \$(A):Grd A Fabric .ECH:Etch 14:Blend \$(P1):P1 Paint Opts .LOFT:Loft .Q:Clear Tag: Tag TG: 60/65 G Tag L1: 60/65 G	260.33	780.99
52	1.00 Each	HON HEVHF30P--\$(P1)-.LOFT IN-LINE VARIABLE HEIGHT FINISHING KIT 30H \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: IVH30 Tag L1: IVH30	29.33	29.33
53	3.00 Each	HON HF23C--.X101E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X101E:101E	17.77	53.31
54	3.00 Each	HON HF23C--.X102E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X102E:102E	17.77	53.31
55	3.00 Each	HON HF23C--.X103E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X103E:103E	17.77	53.31
56	3.00 Each	HON HF23C--.X104E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X104E:104E	17.77	53.31
57	3.00 Each	HON HF23C--.X105E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X105E:105E	17.77	53.31
58	3.00 Each	HON HF23C--.X106E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X106E:106E	17.77	53.31
59	3.00 Each	HON HF23C--.X107E LOCK CORE REPLACEMENT KIT BRUSHED CHROME	17.77	53.31



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		.X107E:107E		
60	3.00 Each	HON HF23C--X108E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X108E:108E	17.77	53.31
61	3.00 Each	HON HF23C--X109E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X109E:109E	17.77	53.31
62	3.00 Each	HON HF23C--X110E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X110E:110E	17.77	53.31
63	3.00 Each	HON HF23C--X111E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X111E:111E	17.77	53.31
64	3.00 Each	HON HF23C--X112E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X112E:112E	17.77	53.31
65	3.00 Each	HON HF23C--X113E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X113E:113E	17.77	53.31
66	3.00 Each	HON HF23C--X114E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X114E:114E	17.77	53.31
67	3.00 Each	HON HF23C--X115E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X115E:115E	17.77	53.31
68	3.00 Each	HON HF23C--X116E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X116E:116E	17.77	53.31
69	3.00 Each	HON HF23C--X117E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X117E:117E	17.77	53.31
70	3.00 Each	HON HF23C--X118E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X118E:118E	17.77	53.31
71	3.00 Each	HON HF23C--X119E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X119E:119E	17.77	53.31



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72	3.00 Each	HON HF23C--.X120E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X120E:120E	17.77	53.31
73	3.00 Each	HON HF23C--.X121E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X121E:121E	17.77	53.31
74	3.00 Each	HON HF23C--.X122E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X122E:122E	17.77	53.31
75	3.00 Each	HON HF23C--.X135E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X135E:135E	17.77	53.31
76	3.00 Each	HON HF23C--.X136E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X136E:136E	17.77	53.31
77	3.00 Each	HON HF23C--.X137E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X137E:137E	17.77	53.31
78	3.00 Each	HON HF23C--.X138E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X138E:138E	17.77	53.31
79	3.00 Each	HON HF23C--.X139E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X139E:139E	17.77	53.31
80	3.00 Each	HON HF23C--.X140E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X140E:140E	17.77	53.31
81	3.00 Each	HON HF23C--.X141E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X141E:141E	17.77	53.31
82	3.00 Each	HON HF23C--.X142E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X142E:142E	17.77	53.31
83	3.00 Each	HON HF23C--.X143E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X143E:143E	17.77	53.31
84	3.00	HON	17.77	53.31



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	Each	HF23C--.X144E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X144E:144E		
85	3.00 Each	HON HF23C--.X145E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X145E:145E	17.77	53.31
86	3.00 Each	HON HF23C--.X146E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X146E:146E	17.77	53.31
87	3.00 Each	HON HF23C--.X147E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X147E:147E	17.77	53.31
88	3.00 Each	HON HF23C--.X148E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X148E:148E	17.77	53.31
89	3.00 Each	HON HF23C--.X149E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X149E:149E	17.77	53.31
90	3.00 Each	HON HF23C--.X150E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X150E:150E	17.77	53.31
91	3.00 Each	HON HF23C--.X151E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X151E:151E	17.77	53.31
92	3.00 Each	HON HF23C--.X152E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X152E:152E	17.77	53.31
93	3.00 Each	HON HF23C--.X153E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X153E:153E	17.77	53.31
94	3.00 Each	HON HF23C--.X154E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X154E:154E	17.77	53.31
95	3.00 Each	HON HF23C--.X155E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X155E:155E	17.77	53.31
96	3.00 Each	HON HF23C--.X156E	17.77	53.31



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		LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X156E:156E		
97	3.00 Each	HON HF23C--.X157E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X157E:157E	17.77	53.31
98	3.00 Each	HON HF23C--.X158E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X158E:158E	17.77	53.31
99	3.00 Each	HON HF23C--.X159E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X159E:159E	17.77	53.31
100	3.00 Each	HON HF23C--.X160E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X160E:160E	17.77	53.31
101	3.00 Each	HON HF23C--.X161E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X161E:161E	17.77	53.31
102	3.00 Each	HON HF23C--.X162E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X162E:162E	17.77	53.31
103	3.00 Each	HON HF23C--.X163E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X163E:163E	17.77	53.31
104	3.00 Each	HON HF23C--.X164E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X164E:164E	17.77	53.31
105	3.00 Each	HON HF23C--.X165E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X165E:165E	17.77	53.31
106	3.00 Each	HON HF23C--.X166E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X166E:166E	17.77	53.31
107	6.00 Each	HON HF23C--.X201E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X201E:201E	17.77	106.62
108	6.00 Each	HON HF23C--.X202E LOCK CORE REPLACEMENT KIT BRUSHED CHROME	17.77	106.62



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		.X202E:202E		
109	6.00 Each	HON HF23C---X203E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X203E:203E	17.77	106.62
110	6.00 Each	HON HF23C---X204E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X204E:204E	17.77	106.62
111	6.00 Each	HON HF23C---X205E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X205E:205E	17.77	106.62
112	6.00 Each	HON HF23C---X206E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X206E:206E	17.77	106.62
113	6.00 Each	HON HF23C---X207E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X207E:207E	17.77	106.62
114	6.00 Each	HON HF23C---X208E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X208E:208E	17.77	106.62
115	6.00 Each	HON HF23C---X209E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X209E:209E	17.77	106.62
116	6.00 Each	HON HF23C---X210E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X210E:210E	17.77	106.62
117	6.00 Each	HON HF23C---X211E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X211E:211E	17.77	106.62
118	6.00 Each	HON HF23C---X212E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X212E:212E	17.77	106.62
119	4.00 Each	HON HH871024 ELECTRICAL PASS-THRU W/O POWER BLOCK 24IN3-3 & 2-2 Tag: Tag TG: 24JC Tag L1: 24JC	44.85	179.40
120	1.00 Each	HON HH871030 ELECTRICAL PASS-THRU W/O POWER BLOCK 30IN 3-1&2-2	44.85	44.85



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		Tag: Tag TG: 30JC Tag L1: 30JC		
121	3.00 Each	HON HH871030 ELECTRICAL PASS-THRU W/O POWER BLOCK 30IN 3-1&2-2 Tag: Tag TG: 30JC Tag L1: 30JC	44.85	134.55
122	1.00 Each	HON HH871036 ELECTRICAL PASS-THRU W/O POWER BLOCK36IN3-1&2-2 Tag: Tag TG: 36JC Tag L1: 36JC	44.85	44.85
123	7.00 Each	HON HH871042 ELECTRICAL PASS-THRU W/O POWER BLOCK42IN3-1&2-2 Tag: Tag TG: 42JC Tag L1: 42JC	46.26	323.82
124	4.00 Each	HON HH871042 ELECTRICAL PASS-THRU W/O POWER BLOCK42IN3-1&2-2 Tag: Tag TG: 42JC Tag L1: 42JC	46.26	185.04
125	3.00 Each	HON HH871048 ELECTRICAL PASS-THRU W/O POWER BLOCK48IN3-1&2-2 Tag: Tag TG: 48JC Tag L1: 48JC	46.26	138.78
126	1.00 Each	HON HH871048 ELECTRICAL PASS-THRU W/O POWER BLOCK48IN3-1&2-2 Tag: Tag TG: 48JC Tag L1: 48JC	46.26	46.26
127	2.00 Each	HON HH871130 ELECTRICAL PASS-THRU CABLE 30W 3-1 & 2-2 SYSTEMS Tag: Tag TG: 30PT Tag L1: 30PT	48.51	97.02
128	5.00 Each	HON HH871130 ELECTRICAL PASS-THRU CABLE 30W 3-1 & 2-2 SYSTEMS Tag: Tag TG: 30PT Tag L1: 30PT	48.51	242.55
129	1.00 Each	HON HH871136 ELECTRICAL PASS-THRU CABLE 36W 3-1 & 2-2 SYSTEMS Tag: Tag TG: 36PT Tag L1: 36PT	48.51	48.51
130	6.00 Each	HON HH871142	51.05	306.30



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		ELECTRICAL PASS-THRU CABLE 42W 3-1 & 2-2 SYSTEMS Tag: Tag TG: 42PT Tag L1: 42PT		
131	4.00 Each	HON HH871142 ELECTRICAL PASS-THRU CABLE 42W 3-1 & 2-2 SYSTEMS Tag: Tag TG: 42PT Tag L1: 42PT	51.05	204.20
132	24.00 Each	HON HH871148 ELECTRICAL PASS-THRU CABLE 48W 3-1 & 2-2 SYSTEMS Tag: Tag TG: 48PT Tag L1: 48PT	51.05	1,225.20
133	10.00 Each	HON HH871148 ELECTRICAL PASS-THRU CABLE 48W 3-1 & 2-2 SYSTEMS Tag: Tag TG: 48PT Tag L1: 48PT	51.05	510.50
134	2.00 Each	HON HH871160 ELECTRICAL PASS-THRU CABLE 60W 3-1 & 2-2 SYSTEMS Tag: Tag TG: 60PT Tag L1: 60PT	51.05	102.10
135	20.00 Each	HON HH871230 ELECTRICAL POWER HARNESS 30W 3-1 & 2-2 SYSTEMS Tag: Tag TG: 30PH Tag L1: 30PH	76.44	1,528.80
136	12.00 Each	HON HH871230 ELECTRICAL POWER HARNESS 30W 3-1 & 2-2 SYSTEMS Tag: Tag TG: 30PH Tag L1: 30PH	76.44	917.28
137	2.00 Each	HON HH871236 ELECTRICAL POWER HARNESS 36W 3-1 & 2-2 SYSTEMS Tag: Tag TG: 36PH Tag L1: 36PH	76.44	152.88
138	12.00 Each	HON HH871242 ELECTRICAL POWER HARNESS 42W 3-1 & 2-2 SYSTEMS Tag: Tag TG: 42PH Tag L1: 42PH	80.67	968.04
139	11.00 Each	HON HH871242 ELECTRICAL POWER HARNESS 42W 3-1 & 2-2 SYSTEMS Tag: Tag TG: 42PH Tag L1: 42PH	80.67	887.37
140	26.00	HON	80.67	2,097.42





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	Each	HH871248 ELECTRICAL POWER HARNESS 48W 3-1 & 2-2 SYSTEMS Tag: Tag TG: 48PH Tag L1: 48PH		
141	36.00 Each	HON HH871248 ELECTRICAL POWER HARNESS 48W 3-1 & 2-2 SYSTEMS Tag: Tag TG: 48PH Tag L1: 48PH	80.67	2,904.12
142	39.00 Each	HON HH871501--LOFT DUPLEX RECEPTACLE CIRCUIT 1 3-1 & 2-2 SYSTEMS .LOFT:Loft	16.36	638.04
143	39.00 Each	HON HH871502--LOFT DUPLEX RECEPTACLE CIRCUIT 2 3-1 & 2-2 SYSTEMS .LOFT:Loft	16.36	638.04
144	1.00 Each	HON HH871503--LOFT DUPLEX RECEPTACLE CIRCUIT 3 3-1 SYSTEM ONLY .LOFT:Loft	16.36	16.36
145	21.00 Each	HON HH871504--LOFT DUPLEX RECEPTACLE CIRCUIT 4 3-1 & 2-2 SYSTEMS .LOFT:Loft	16.36	343.56
146	21.00 Each	HON HH871506--LOFT DUPLEX RECEPTACLE ISOLATED 3-1 & 2-2 SYSTEMS .LOFT:Loft	16.36	343.56
147	39.00 Each	HON HH873501--LOFT CIRCUIT 1 .LOFT:Loft	16.36	638.04
148	43.00 Each	HON HH873502--LOFT CIRCUIT 2 .LOFT:Loft	16.36	703.48
149	19.00 Each	HON HH873504--LOFT CIRCUIT 4 .LOFT:Loft	16.36	310.84
150	22.00 Each	HON HH873506--LOFT CIRCUIT 3 (2+2) .LOFT:Loft	16.36	359.92
151	14.00 Each	HON HH879072 BASE IN-FEED CABLE BASE 3-1 & 2-2 SYSTEMS Tag: Tag TG: BIF	85.46	1,196.44



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		Tag L1: BIF		
152	14.00 Each	HON HH879072 BASE IN-FEED CABLE BASE 3-1 & 2-2 SYSTEMS Tag: Tag TG: BIF Tag L1: BIF	85.46	1,196.44
153	12.00 Each	HON HHN831130--.S FLAT BRACKET 30D .S:Charcoal Tag: Tag TG: FB Tag L1: FB	23.97	287.64
154	1.00 Each	HON HKBS ACCELERATE KEYBOARD SPACER Tag: Tag TG: HKBS Tag L1: HKBS	36.10	36.10
155	4.00 Each	HON HKTLONG STS KEYBOARD TRAY WITH 23 TRACK Tag: Tag TG: KB Tag L1: KB	218.59	874.36
156	1.00 Each	HON HLZ5SC54--.P 42W EXTERNAL STIFFENER .P:Black Tag: Tag TG: 42 Tag L1: 42	50.45	50.45
157	22.00 Each	HON HLZ5SC60--.P 48W EXTERNAL STIFFENER .P:Black Tag: Tag TG: 48 Tag L1: 48	52.79	1,161.38
158	1.00 Each	HON HLZ5SC66--.P 54W EXTERNAL STIFFENER .P:Black Tag: Tag TG: 54 Tag L1: 54	55.14	55.14
159	14.00 Each	HON HLZ5SC72--.P 60W EXTERNAL STIFFENER .P:Black Tag: Tag TG: 60 Tag L1: 60	59.44	832.16
160	2.00 Each	HON HPD2PNBRK2L--\$(P1)-.LOFT BRACKET LEFT \$(P1):P1 Paint Opts	41.74	83.48



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		.LOFT:Loft Tag: Tag TG: L Tag L1: L		
161	2.00 Each	HON HPD2PNBRK2R--\$(P1)-.LOFT BRACKET RIGHT \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: R Tag L1: R	41.74	83.48
162	37.00 Each	HON HRVC15FFV--\$(P1)-.LOFT ABOUND FRAMELESS GLASS VARIABLE HEIGHT TRIM 15H \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: VH15-C Tag L1: VH15-C	32.44	1,200.28
163	16.00 Each	HON HRVC15PFT--\$(P1)-.LOFT ABOUND VARIABLE HT FINISHED END OVER CONNECTORPAINT 15IN \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: 15E-C Tag L1: 15E-C	24.54	392.64
164	2.00 Each	HON HRVC15PT--\$(P1)-.LOFT ABOUND CONNECTOR T-PAINTED 15IN \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: 15T Tag L1: 15T	40.33	80.66
165	64.00 Each	HON HRVC50PF--\$(P1)-.LOFT ABOUND FINISHED END PAINTED 50IN \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: 50E-C Tag L1: 50E-C	35.54	2,274.56
166	47.00 Each	HON HRVC50PL--\$(P1)-.LOFT ABOUND L CONNECTOR PAINTED 50IN \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: 50L Tag L1: 50L	57.54	2,704.38
167	6.00 Each	HON HRVC50PT--\$(P1)-.LOFT ABOUND CONNECTOR T - PAINTED 50IN \$(P1):P1 Paint Opts .LOFT:Loft	57.54	345.24



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		Tag: Tag TG: 50T Tag L1: 50T		
168	2.00 Each	HON HRVC50PX--\$(P1)-.LOFT ABOUND X CONNECTOR PAINTED 50IN \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: 50X Tag L1: 50X	55.85	111.70
169	2.00 Each	HON HRVC65PF--\$(P1)-.LOFT ABOUND FINISHED END PAINTED 65IN \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: 65E-C Tag L1: 65E-C	37.51	75.02
170	16.00 Each	HON HRVC65PL--\$(P1)-.LOFT ABOUND L CONNECTOR PAINTED 65IN \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: 65L Tag L1: 65L	61.21	979.36
171	20.00 Each	HON HRVC65PT--\$(P1)-.LOFT ABOUND CONNECTOR T - PAINTED 65IN \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: 65T Tag L1: 65T	61.21	1,224.20
172	4.00 Each	HON HRVC65PX--\$(P1)-.LOFT ABOUND X CONNECTOR PAINTED 65IN \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: 65X Tag L1: 65X	57.54	230.16
173	3.00 Each	HON HRVC7FFV--\$(P1)-.LOFT FRAMELESS GLASS VARIABLE HEIGHT TRIM - 7H \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: VH7-C Tag L1: VH7-C	22.56	67.68
174	3.00 Each	HON HRVC7PFV--\$(P1)-.LOFT ABOUND VARIABLE HEIGHT FINISHED END-PAINTED 7IN \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: VH7-C	24.54	73.62



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175	8.00 Each	Tag L1: VH7-C HON HRVCLG24--\$(P1)-.LOFT ABOUND 29H X 24D ABOUND UNIVERSAL SUPPORT LEG \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: SL Tag L1: SL	71.92	575.36
176	3.00 Each	HON HRVCLG24--\$(P1)-.LOFT ABOUND 29H X 24D ABOUND UNIVERSAL SUPPORT LEG \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: SL Tag L1: SL	71.92	215.76
177	53.00 Each	HON HRVCLG30--\$(P1)-.LOFT ABOUND 29H X 30D ABOUND UNIVERSAL SUPPORT LEG \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: SL Tag L1: SL	78.41	4,155.73
178	3.00 Each	HON HRVEP3029L--\$(P1)-.LOFT ABOUND 29H X 30D LEFT END PANEL \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: FEPL Tag L1: FEPL	88.28	264.84
179	3.00 Each	HON HRVEP3029R--\$(P1)-.LOFT ABOUND 29H X 30D RIGHT END PANEL \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: FEPR Tag L1: FEPR	88.28	264.84
180	58.00 Each	HON HRVF5024P--\$(P1)-.LOFT PANEL FRAME 50H X 24W \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: 24/50 Tag L1: 24/50	95.90	5,562.20
181	83.00 Each	HON HRVF5030P--\$(P1)-.LOFT PANEL FRAME 50H X 30W \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: 30/50 Tag L1: 30/50	100.97	8,380.51



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182	8.00 Each	HON HRVF5036P--\$(P1)-.LOFT PANEL FRAME 50H X 36W \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: 36/50 Tag L1: 36/50	100.97	807.76
183	14.00 Each	HON HRVF5042P--\$(P1)-.LOFT PANEL FRAME 50H X 42W \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: 42/50 Tag L1: 42/50	107.18	1,500.52
184	4.00 Each	HON HRVF6524P--\$(P1)-.LOFT PANEL FRAME 65H X 24W \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: 24/65 Tag L1: 24/65	104.08	416.32
185	69.00 Each	HON HRVF6530P--\$(P1)-.LOFT PANEL FRAME 65H X 30W \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: 30/65 Tag L1: 30/65	106.05	7,317.45
186	10.00 Each	HON HRVF6536P--\$(P1)-.LOFT PANEL FRAME 65H X 36W \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: 36/65 Tag L1: 36/65	107.74	1,077.40
187	19.00 Each	HON HRVF6542P--\$(P1)-.LOFT PANEL FRAME 65H X 42W \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: 42/65 Tag L1: 42/65	112.26	2,132.94
188	47.00 Each	HON HRVF6548P--\$(P1)-.LOFT PANEL FRAME 65H X 48W \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: 48/65 Tag L1: 48/65	119.03	5,594.41
189	60.00 Each	HON	8.74	524.40



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		HRVFSB24 ABOUND 24W SEGMENT BAR		
190	106.00 Each	HON HRVFSB30 ABOUND 30W SEGMENT BAR	8.74	926.44
191	8.00 Each	HON HRVFSB36 ABOUND 36W SEGMENT BAR	9.03	72.24
192	15.00 Each	HON HRVFSB42 ABOUND 42W SEGMENT BAR	9.31	139.65
193	9.00 Each	HON HRVFSB48 ABOUND 48W SEGMENT BAR	9.59	86.31
194	1.00 Each	HON HRVOH1548RM--\$(P1)-.LOFT-.L ABOUND RECEDING DOOR OVERHEAD 48W \$(P1):P1 Paint Opts .LOFT:Loft .L:Lock Tag: Tag TG: 48RM Tag L1: 48RM	315.90	315.90
195	1.00 Each	HON HRVOH24FM--\$(P1)-.LOFT-.L ABOUND OVERHEAD-METAL FLIPPER DOOR 24IN \$(P1):P1 Paint Opts .LOFT:Loft .L:Lock Tag: Tag TG: 24 Tag L1: 24	201.67	201.67
196	6.00 Each	HON HRVOH30FM--\$(P1)-.LOFT-.L ABOUND OVERHEAD-METAL FLIPPER DOOR 30IN \$(P1):P1 Paint Opts .LOFT:Loft .L:Lock Tag: Tag TG: 30 Tag L1: 30	205.05	1,230.30
197	6.00 Each	HON HRVOH36FM--\$(P1)-.LOFT-.L ABOUND OVERHEAD-METAL FLIPPER DOOR 36IN \$(P1):P1 Paint Opts .LOFT:Loft .L:Lock Tag: Tag TG: 36 Tag L1: 36	214.64	1,287.84
198	20.00 Each	HON HRVOH42FM--\$(P1)-.LOFT-.L ABOUND OVERHEAD-METAL FLIPPER DOOR 42IN \$(P1):P1 Paint Opts	225.08	4,501.60



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		.LOFT:Loft .L:Lock Tag: Tag TG: 42 Tag L1: 42		
199	51.00 Each	HON HRVOH48FM--\$(P1)-.LOFT-.L ABOUND OVERHEAD-METAL FLIPPER DOOR 48IN \$(P1):P1 Paint Opts .LOFT:Loft .L:Lock Tag: Tag TG: 48 Tag L1: 48	235.51	12,011.01
200	8.00 Each	HON HRVSH30--\$(P1)-.LOFT ABOUND OPEN SHELF 30IN \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: 30 Tag L1: 30	94.49	755.92
201	21.00 Each	HON HRVSH42--\$(P1)-.LOFT ABOUND OPEN SHELF 42IN \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: 42 Tag L1: 42	104.36	2,191.56
202	46.00 Each	HON HRVSH48--\$(P1)-.LOFT ABOUND OPEN SHELF 48IN \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: 48 Tag L1: 48	108.87	5,008.02
203	18.00 Each	HON HRVT1524F--.G-\$(P1)-.LOFT FRAMELESS GLASS 15H X 24W .G:Clear Glass \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: 15/24FG Tag L1: 15/24FG	173.74	3,127.32
204	3.00 Each	HON HRVT1524HS3--\$(L1STD)-.PINC-.PINC LAMINATE TILE 15H X 24W \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle .PINC:Pinnacle	80.95	242.85
205	53.00 Each	HON HRVT1524HS3--\$(L2STD)-.LLA1-.DL LAMINATE TILE 15H X 24W	85.18	4,514.54





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		\$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash .DL:Lowell Ash		
206	26.00 Each	HON HRVT1530F--G-\$(P1)-.LOFT FRAMELESS GLASS 15H X 30W .G:Clear Glass \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: 15/30FG Tag L1: 15/30FG	184.46	4,795.96
207	1.00 Each	HON HRVT1530F--G-\$(P1)-.P7D FRAMELESS GLASS 15H X 30W .G:Clear Glass \$(P1):P1 Paint Opts .P7D:Brownstone Tag: Tag TG: 15/30FG Tag L1: 15/30FG	184.46	184.46
208	71.00 Each	HON HRVT1530HS3--\$(L2STD)-.LLA1-.DL LAMINATE TILE 15H X 30W \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash .DL:Lowell Ash	89.13	6,328.23
209	4.00 Each	HON HRVT1530T--\$(A)-.LN-10 ABOUND FABRIC TILE 15H X 30W \$(A):Grd A Fabric .LN:Landscape 10:Sheen	28.77	115.08
210	6.00 Each	HON HRVT1536HS3--\$(L2STD)-.LLA1-.DL LAMINATE TILE 15H X 36W \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash .DL:Lowell Ash	95.62	573.72
211	13.00 Each	HON HRVT1542F--G-\$(P1)-.LOFT FRAMELESS GLASS 15H X 42W .G:Clear Glass \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: 15/42FG Tag L1: 15/42FG	227.90	2,962.70
212	1.00 Each	HON HRVT1542F--G-\$(P1)-.P7D FRAMELESS GLASS 15H X 42W .G:Clear Glass \$(P1):P1 Paint Opts	227.90	227.90



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		.P7D:Brownstone Tag: Tag TG: 15/42FG Tag L1: 15/42FG		
213	4.00 Each	HON HRVT1542HS3--\$(L2STD)-.LLA1-.DL LAMINATE TILE 15H X 42W \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash .DL:Lowell Ash	101.54	406.16
214	32.00 Each	HON HRVT1554F--G-\$(P1)-.LOFT FRAMELESS GLASS 15H X 54W (24IN + 30IN) .G:Clear Glass \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: 15/54FG Tag L1: 15/54FG	269.64	8,628.48
215	8.00 Each	HON HRVT1566F--G-\$(P1)-.LOFT FRAMELESS GLASS 15H X 66W (30IN + 36IN) .G:Clear Glass \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: 15/66FG Tag L1: 15/66FG	324.36	2,594.88
216	8.00 Each	HON HRVT1584F--G-\$(P1)-.LOFT FRAMELESS GLASS 15H X 84W (36+48IN OR 42+42IN) .G:Clear Glass \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: 15/84FG Tag L1: 15/84FG	446.77	3,574.16
217	3.00 Each	HON HRVT3024HS3--\$(L1STD)-.PINC-.PINC LAMINATE TILE 30H X 24W \$(L1STD):Grd L1 Standard Laminates .PINC:Pinnacle .PINC:Pinnacle	99.00	297.00
218	61.00 Each	HON HRVT3024HS3--\$(L2STD)-.LLA1-.DL LAMINATE TILE 30H X 24W \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash .DL:Lowell Ash	104.08	6,348.88
219	133.00 Each	HON HRVT3030HS3--\$(L2STD)-.LLA1-.DL LAMINATE TILE 30H X 30W \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash	111.69	14,854.77



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220	4.00 Each	.DL:Lowell Ash HON HRVT3030T--\$(A)-LN-10 ABOUND FABRIC TILE 30H X 30W \$(A):Grd A Fabric .LN:Landscape 10:Sheen	39.21	156.84
221	10.00 Each	HON HRVT3036HS3--\$(L2STD)-.LLA1-.DL LAMINATE TILE 30H X 36W \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash .DL:Lowell Ash	124.38	1,243.80
222	26.00 Each	HON HRVT3042HS3--\$(L2STD)-.LLA1-.DL LAMINATE TILE 30H X 42W \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash .DL:Lowell Ash	135.38	3,519.88
223	18.00 Each	HON HRVT3048HS3--\$(L2STD)-.LLA1-.DL LAMINATE TILE 30H X 48W \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash .DL:Lowell Ash	143.00	2,574.00
224	60.00 Each	HON HRVT4524T--\$(A)-ECH-14 ABOUND FABRIC TILE 45H X 24W \$(A):Grd A Fabric .ECH:Etch 14:Blend	48.23	2,893.80
225	91.00 Each	HON HRVT4530T--\$(A)-ECH-14 ABOUND FABRIC TILE 45H X 30W \$(A):Grd A Fabric .ECH:Etch 14:Blend	54.15	4,927.65
226	10.00 Each	HON HRVT4536T--\$(A)-ECH-14 ABOUND FABRIC TILE 45H X 36W \$(A):Grd A Fabric .ECH:Etch 14:Blend	63.18	631.80
227	24.00 Each	HON HRVT4542T--\$(A)-ECH-14 ABOUND FABRIC TILE 45H X 42W \$(A):Grd A Fabric .ECH:Etch 14:Blend	73.05	1,753.20
228	4.00	HON	59.23	236.92



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	Each	HRVT6024T--\$(A)-.ECH-14 ABOUND FABRIC TILE 60H X 24W \$(A):Grd A Fabric .ECH:Etch 14:Blend		
229	107.00 Each	HON HRVT6030T--\$(A)-.ECH-14 ABOUND FABRIC TILE 60H X 30W \$(A):Grd A Fabric .ECH:Etch 14:Blend	67.13	7,182.91
230	18.00 Each	HON HRVT6036T--\$(A)-.ECH-14 ABOUND FABRIC TILE 60H X 36W \$(A):Grd A Fabric .ECH:Etch 14:Blend	76.15	1,370.70
231	27.00 Each	HON HRVT6042T--\$(A)-.ECH-14 ABOUND FABRIC TILE 60H X 42W \$(A):Grd A Fabric .ECH:Etch 14:Blend	82.92	2,238.84
232	85.00 Each	HON HRVT6048T--\$(A)-.ECH-14 ABOUND FABRIC TILE 60H X 48W \$(A):Grd A Fabric .ECH:Etch 14:Blend	92.51	7,863.35
233	4.00 Each	HON HRVTC24--\$(P1)-.LOFT ABOUND TOP CAP TRIM 24W \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: TC24-C Tag L1: TC24-C	13.82	55.28
234	57.00 Each	HON HRVTC30--\$(P1)-.LOFT ABOUND TOP CAP TRIM 30W \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: TC30-C Tag L1: TC30-C	17.21	980.97
235	8.00 Each	HON HRVTC36--\$(P1)-.LOFT ABOUND TOP CAP TRIM 36W \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: TC36-C Tag L1: TC36-C	22.56	180.48



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236	11.00 Each	HON HRVTC42--\$(P1)-.LOFT ABOUND TOP CAP TRIM 42W \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: TC42-C Tag L1: TC42-C	23.41	257.51
237	19.00 Each	HON HRVTC48--\$(P1)-.LOFT ABOUND TOP CAP TRIM 48W \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: TC48-C Tag L1: TC48-C	25.67	487.73
238	8.00 Each	HON HRVTC72--\$(P1)-.LOFT ABOUND TOP CAP TRIM 72W \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: TC72-C Tag L1: TC72-C	38.36	306.88
239	16.00 Each	HON HRVTC96--\$(P1)-.LOFT ABOUND TOP CAP TRIM 96W \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: TC96-C Tag L1: TC96-C	47.67	762.72
240	134.00 Each	HON HSCKTPS--.X STRAIGHT CONNECTOR KIT .X:No Option Tag: Tag TG: IC Tag L1: IC	7.90	1,058.60
241	2.00 Each	HON HSDEP2429F--\$(P1)-.LOFT 24D END-PANEL SUPPORTS FREESTANDING \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: FEP Tag L1: FEP	72.77	145.54
242	1.00 Each	HON HSDMP424--\$(P1)-.LOFT HALF HGT 14HX42W MOD PNL \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: MP424 Tag L1: MP424	73.05	73.05
243	81.00 Each	HON HVFB23R--L-\$(P1)-.LOFT	207.59	16,814.79



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		BOX/BOX/FILE 28H X 22 7/8D X 15W .L:Lock \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: BBF Tag L1: BBF		
244	79.00 Each	HON HVFF23R--L-\$(P1)-.LOFT FILE/FILE 28H X 22 7/8D X15W .L:Lock \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: FF Tag L1: FF	205.90	16,266.10
245	1.00 Each	HON HWR2442P--\$(L1STD)-.LAHP-.LOFT-.LOFT SYSTEMS RECTANGULAR WORKSURFACE EDGEBAND 24D X 42W \$(L1STD):Grd L1 Standard Laminates .LAHP:Handspun Pearl .LOFT:Loft .LOFT:Loft Tag: Tag TG: 24/42 Tag L1: 24/42	138.21	138.21
246	5.00 Each	HON HWR2466P--\$(L1STD)-.LAHP-.LOFT-.LOFT SYSTEMS RECTANGULAR WORKSURFACE EDGEBAND 24D X 66W \$(L1STD):Grd L1 Standard Laminates .LAHP:Handspun Pearl .LOFT:Loft .LOFT:Loft Tag: Tag TG: 24/66 Tag L1: 24/66	185.87	929.35
247	3.00 Each	HON HWR2484P--\$(L1STD)-.LAHP-.LOFT-.LOFT 24 IN D X 84 IN W RECTANGULAR WS - EDGEBAND \$(L1STD):Grd L1 Standard Laminates .LAHP:Handspun Pearl .LOFT:Loft .LOFT:Loft Tag: Tag TG: 24/84 Tag L1: 24/84	271.33	813.99
248	10.00 Each	HON HWR3036P--\$(L1STD)-.LAHP-.LOFT-.LOFT SYSTEMS RECTANGULAR WORKSURFACE EDGEBAND 30D X 36W \$(L1STD):Grd L1 Standard Laminates .LAHP:Handspun Pearl .LOFT:Loft .LOFT:Loft Tag: Tag TG: 30/36 Tag L1: 30/36	141.03	1,410.30
249	19.00	HON	149.77	2,845.63



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	Each	HWR3042P--\$(L1STD)-.LAHP-.LOFT-.LOFT SYSTEMS RECTANGULAR WORKSURFACE EDGEBAND 30D X 42W \$(L1STD):Grd L1 Standard Laminates .LAHP:Handspun Pearl .LOFT:Loft .LOFT:Loft Tag: Tag TG: 30/42 Tag L1: 30/42		
250	131.00 Each	HON HWR3048P--\$(L1STD)-.LAHP-.LOFT-.LOFT SYSTEMS RECTANGULAR WORKSURFACE EDGEBAND 30D X 48W \$(L1STD):Grd L1 Standard Laminates .LAHP:Handspun Pearl .LOFT:Loft .LOFT:Loft Tag: Tag TG: 30/48 Tag L1: 30/48	158.51	20,764.81
251	19.00 Each	HON HWR3054P--\$(L1STD)-.LAHP-.LOFT-.LOFT SYSTEMS RECTANGULAR WORKSURFACE EDGEBAND 30D X 54W \$(L1STD):Grd L1 Standard Laminates .LAHP:Handspun Pearl .LOFT:Loft .LOFT:Loft Tag: Tag TG: 30/54 Tag L1: 30/54	169.79	3,226.01
252	2.00 Each	HON HWR3060P--\$(L1STD)-.LAHP-.LOFT-.LOFT SYSTEMS RECTANGULAR WORKSURFACE EDGEBAND 30D X 60W \$(L1STD):Grd L1 Standard Laminates .LAHP:Handspun Pearl .LOFT:Loft .LOFT:Loft Tag: Tag TG: 30/60 Tag L1: 30/60	188.41	376.82
253	23.00 Each	HON HWR3066P--\$(L1STD)-.LAHP-.LOFT-.LOFT SYSTEMS RECTANGULAR WORKSURFACE EDGEBAND 30D X 66W \$(L1STD):Grd L1 Standard Laminates .LAHP:Handspun Pearl .LOFT:Loft .LOFT:Loft Tag: Tag TG: 30/66 Tag L1: 30/66	201.10	4,625.30
254	32.00 Each	HON HWR3084P--\$(L1STD)-.LAHP-.LOFT-.LOFT 30 IN D X 84 IN W RECTANGULAR WS - EDGEBAND \$(L1STD):Grd L1 Standard Laminates .LAHP:Handspun Pearl .LOFT:Loft .LOFT:Loft	289.67	9,269.44



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		Tag: Tag TG: 30/84 Tag L1: 30/84		
255	213.00 Each	HON HWSB2--\$(P1)-.LOFT WORKSURFACE BRACKET KIT \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: WBK Tag L1: WBK	17.49	3,725.37
256	2.00 Each	HON H873--.L-\$(P2)-.T4 BRIGADE 800 SERIES LATERAL FILE 3 DRAWER 30W .L:Standard Random Key Lock \$(P2):P2 Paint Opts .T4:Champagne Metallic Tag: Tag TG: 18x30x39 Tag L1: 18x30x39	659.88	1,319.76
257	8.00 Each	HON H883--.L-\$(P2)-.T4 BRIGADE 800 SERIES LATERAL FILE 3 DRAWER 36W .L:Standard Random Key Lock \$(P2):P2 Paint Opts .T4:Champagne Metallic Tag: Tag TG: 18x36x39 Tag L1: 18x36x39	733.79	5,870.32
258	29.00 Each	HON H885--.L-\$(P2)-.T4 BRIGADE 800 SERIES LAT FILE 5 DRAWER .L:Standard Random Key Lock \$(P2):P2 Paint Opts .T4:Champagne Metallic Tag: Tag TG: 18x36x64 Tag L1: 18x36x64	1,197.81	34,736.49
259	2.00 Each	HON H893--.L-\$(P2)-.T4 BRIGADE 800 SERIES LATERAL FILE 3 DRAWER 42W .L:Standard Random Key Lock \$(P2):P2 Paint Opts .T4:Champagne Metallic Tag: Tag TG: 18x42x39 Tag L1: 18x42x39	848.49	1,696.98
260	3.00 Each	HON H895--.L-\$(P2)-.T4 BRIGADE 800 SERIES LAT FILE 5 DRAWER .L:Standard Random Key Lock \$(P2):P2 Paint Opts .T4:Champagne Metallic Tag: Tag TG: 18x42x64 Tag L1: 18x42x64	1,378.33	4,134.99
261	1.00 Each	HON	943.18	943.18





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		HEST3H3WS--.C-.N-.S-\$(P1)-.LOFT-.NA-\$(P1)-.LOFT-\$(L1STD)-.LOFT 3H3W TOTE STORAGE .C:Standard .N:Without Door .S:Solid \$(P1):P1 Paint Opts .LOFT:Loft .NA:Match Case \$(P1):P1 Paint Opts .LOFT:Loft \$(L1STD):Grd L1 Standard Laminate .LOFT:Loft Tag: Tag TG: 3H3W Tag L1: 3H3W		
262	2.00 Each	HON HFMBIN12 TRAY KIT 12H 2 BINS & 4 RAILS Tag: Tag TG: BIN12 Tag L1: BIN12	53.31	106.62
263	6.00 Each	HON HFMBIN3 TRAY KIT 3H 2 BINS & 4 RAILS Tag: Tag TG: BIN3 Tag L1: BIN3	38.01	228.06
264	2.00 Each	HON HFMBIN6 TRAY KIT 6H 2 BINS & 4 RAILS Tag: Tag TG: BIN6 Tag L1: BIN6	45.41	90.82
265	2.00 Each	HON HFSC183640W--\$(P1)-.LOFT FLAGSHIP BOOKCASE 3-SHELF 36W X 18D X 39-1/8H \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: 36/3 Tag L1: 36/3	458.77	917.54
266	1.00 Each	HON HMVR-1848G-NS--.N-\$(L2STD)-.LLA1-.DL-.C-\$(P1)-.S MOTVT RECT TBL 2MM .N:No Grommets \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash .DL:Lowell Ash .C:Caster \$(P1):P1 Paint Opts .S:Charcoal Tag: Tag TG: 18/48/30H Tag L1: 18/48/30H	599.72	599.72
267	48.00 Each	HON HMVR-1872G-NS--.N-\$(L2STD)-.LLA1-.DL-.C-\$(P1)-.P MOTVT RECT TBL 2MM	644.95	30,957.60



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		.N:No Grommets \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash .DL:Lowell Ash .C:Caster \$(P1):P1 Paint Opts .P:Black Tag: Tag TG: 18/72/30H Tag L1: 18/72/30H		
268	2.00 Each	HON HMVR-2448G-NS--N-\$(L1STD)-.LAHP-.LOFT-.C-\$(P1)-.LOFT MOTVT RECT TBL 2MM .N:No Grommets \$(L1STD):Grd L1 Standard Laminates .LAHP:Handspun Pearl .LOFT:Loft .C:Caster \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: 24/48/30H Tag L1: 24/48/30H	605.77	1,211.54
269	2.00 Each	HON HMVR-2460G-NS--N-\$(L1STD)-.LAHP-.LOFT-.C-\$(P1)-.LOFT MOTIVATE RECT TABLE .N:No Grommets \$(L1STD):Grd L1 Standard Laminates .LAHP:Handspun Pearl .LOFT:Loft .C:Caster \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: 24/60/30H Tag L1: 24/60/30H	625.96	1,251.92
270	1.00 Each	HON HMVR-3072G-NS--N-\$(L2STD)-.LLA1-.DL-.C-\$(P1)-.S MOTIVATE RECT TABLE .N:No Grommets \$(L2STD):Grd L2 Standard Laminates .LLA1:Lowell Ash .DL:Lowell Ash .C:Caster \$(P1):P1 Paint Opts .S:Charcoal Tag: Tag TG: 30/72/30H Tag L1: 30/72/30H	711.99	711.99
271	78.00 Each	HON HNR1--Y2-.STC-.A-.H-.IT-\$(5)-.SCFSRET-73-.TL-.SB-.TI HON NUCLEUS RECHARGED TASK CHAIR .Y2:Advanced Synchro-Tilt .STC:Standard Cylinder .A:Height - Width Adj Arms	457.15	35,657.70



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		.H:Hard Caster .IT:4-Way Titanium \$(5):Grade 5 Uph .SCFSRET:Retrograde 73:Castlerock .TL:Titantium Adjustable Lumbar .SB:Standard Base .TI:Titantium Tag: Tag TG: HNR1 Tag L1: HNR1		
272	52.00 Each	HON HNR6--F-.E-.IT-\$(4)-.1044--74-.TI-.P8V HON NUCLEUS RECHARGED GUEST CHAIR .F:Fixed Arm .E:Glide .IT:4-Way Titanium \$(4):Grade 4 Uph .1044:Look-See -74:Wine .TI:Titantium .P8V:Textured Titantium Tag: Tag TG: HNR6 Tag L1: HNR6	314.60	16,359.20
273	9.00 Each	HON HNR6--F-.E-.IT-\$(4)-.OXFD-12-.TI-.P8V HON NUCLEUS RECHARGED GUEST CHAIR .F:Fixed Arm .E:Glide .IT:4-Way Titanium \$(4):Grade 4 Uph .OXFD:Oxford with Supreen 12:Gingerbread .TI:Titantium .P8V:Textured Titantium Tag: Tag TG: HNR6 Tag L1: HNR6	314.60	2,831.40
274	36.00 Each	HON HNR6--F-.E-.IT-\$(4)-.OXFD-13-.TI-.P8V HON NUCLEUS RECHARGED GUEST CHAIR .F:Fixed Arm .E:Glide .IT:4-Way Titanium \$(4):Grade 4 Uph .OXFD:Oxford with Supreen 13:Laurel .TI:Titantium .P8V:Textured Titantium Tag: Tag TG: HNR6 Tag L1: HNR6	314.60	11,325.60
275	16.00 Each	HON HNR6--F-.E-.IT-\$(4)-.OXFD-14-.TI-.P8V	314.60	5,033.60



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		HON NUCLEUS RECHARGED GUEST CHAIR .F:Fixed Arm .E:Glide .IT:4-Way Titanium \$(4):Grade 4 Uph .OXFD:Oxford with Supreen 14:Odyssey .TI:Titanium .P8V:Textured Titanium Tag: Tag TG: HNR6 Tag L1: HNR6		
276	2.00 Each	HON HPHAP2028E--\$(L1STD)--LAHP--LOFT--\$(P1)--LOFT 20X28 PNEUMATIC HAT W/ T-MOLD \$(L1STD):Grd L1 Standard Laminates .LAHP:Handspun Pearl .LOFT:Loft \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: 20X28 Tag L1: 20X28	462.41	924.82
277	5.00 Each	HON HSC1842--L--\$(P2)--T4 STORAGE CABINET 18D X 36W X 42H .L:Standard Random Key Lock \$(P2):P2 Paint Opts .T4:Champagne Metallic Tag: Tag TG: 18x36x42 Tag L1: 18x36x42	494.65	2,473.25
278	4.00 Each	HON HSDEP3029F--\$(P1)--LOFT 30D END-PANEL SUPPORTS FREESTANDING \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: FEP Tag L1: FEP	80.38	321.52
279	2.00 Each	HON HSDMP604--\$(P1)--LOFT HALF HGT 14HX60W MOD PNL \$(P1):P1 Paint Opts .LOFT:Loft Tag: Tag TG: MP604 Tag L1: MP604	76.72	153.44
280	4.00 Each	HON HSDMP604--~ HALF HGT 14HX60W MOD PNL ~:Undecided PAINT Option Tag: Tag TG: MP604 Tag L1: MP604	76.72	306.88
281	4.00 Each	HON HSDSL29--~	138.49	553.96



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		ABODE SHARED LEG ~:Undecided PAINT Option Tag: Tag TG: SL Tag L1: SL		
282	1.00 Each	HON HSISLAUTNPB6018S2--\$(L2STD)-.LLA1-.DL ISLANDS TOP 18DX60W SPAN 2 \$(L2STD):Grd L2 Standard Laminate .LLA1:Lowell Ash .DL:Lowell Ash Tag: Tag TG: 60/18-S2 Tag L1: 60/18-S2	219.65	219.65
283	4.00 Each	HON HSISLAUTNPB7218S2--\$(L2STD)-.LLA1-.DL ISLANDS TOP 18DX72W SPAN 2 \$(L2STD):Grd L2 Standard Laminate .LLA1:Lowell Ash .DL:Lowell Ash Tag: Tag TG: 72/18-S2 Tag L1: 72/18-S2	237.42	949.68
284	1.00 Each	HON HSISLAUTNPB8418S2--\$(L2STD)-.LLA1-.DL ISLANDS TOP 18DX84W SPAN 2 \$(L2STD):Grd L2 Standard Laminate .LLA1:Lowell Ash .DL:Lowell Ash Tag: Tag TG: 84/18-S2 Tag L1: 84/18-S2	255.68	255.68
285	1.00 Each	HON HUVSTAHST--.DFN1 SCREENTRAK ALTO SCREEN SOLID CORE TRELLIS .DFN1:Fawn Tag: Tag TG: AHST Tag L1: AHST	1,085.62	1,085.62
286	6.00 Each	HON HWR3060P--\$(L1STD)-.LAHC-.LOFT-.LOFT SYSTEMS RECTANGULAR WORKSURFACE EDGEBOARD 30D X 60W \$(L1STD):Grd L1 Standard Laminates .LAHC:Handspun Chestnut .LOFT:Loft .LOFT:Loft Tag: Tag TG: 30/60 Tag L1: 30/60	188.41	1,130.46
287	9.00 Each	Shelving Concepts, Inc. DXS183673 18D X 36W X 73H INDUSTRIAL UNIT 5 SHELVES INCL 24" SIDE BRACE	198.56	1,787.04
288	3.00 Each	Shelving Concepts, Inc. DXS243673 24D X 36W X 73H INDUSTRIAL UNIT 5 SHELVES INCL 30" SIDE BRACE	241.63	724.89
289	8.00	MOMENTUM TEXTILES	32.11	256.88



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	Each	09211937 MOMENTUM GUILD PLUM		
290	19.00 Each	Knoll Textiles K20518 KNOLL DIVA EVERGREEN	48.95	930.05
291	1.00 Each	NATIONAL OFFICE FURNITURE 10N6027TPBP--423 UNIVERSAL, TAPER BASE, FOR 96W ROUND TOP, PAINT 423:CONCRETE	1,951.77	1,951.77
292	3.00 Each	NATIONAL OFFICE FURNITURE 25N120PNKL--FR462-X-MW EPIC, FOR 120W TOP, PANEL BASE KIT, LAMINATE FR462:FOOT/RAIL,CINDER X:NO MODIFIED WIDTH (STANDARD) MW:MIDTOWN	2,189.03	6,567.09
293	3.00 Each	NATIONAL OFFICE FURNITURE 25N2428PNL--FR462-MW EPIC, 24WX28H, PANEL BASE, WITH WIRE ACCESS, LAMINATE FR462:FOOT/RAIL,CINDER MW:MIDTOWN	756.35	2,269.05
294	1.00 Each	KIMBALL 26K3161FLSMWGF--222-MATCH-STD-DF PARADOLIA, 31WX61H, FLOOR SCREEN, SOFTENED, MOBILE, WOOD/ GLS/FAB 222:BLAZER LITE SOLACE MATCH:CLOSEST MATCH STD:STANDARD GROUP 1 DF:DRIFTWOOD	2,177.08	2,177.08
295	1.00 Each	KIMBALL 26K3161FLSMWGF--222-P003-STD-DF PARADOLIA, 31WX61H, FLOOR SCREEN, SOFTENED, MOBILE, WOOD/ GLS/FAB 222:BLAZER LITE SOLACE P003:LIGHT GREY MOTTLED STD:STANDARD GROUP 1 DF:DRIFTWOOD	2,177.08	2,177.08
296	1.00 Each	KIMBALL 26K3161FLSMWGF--222-P003-STD-MW PARADOLIA, 31WX61H, FLOOR SCREEN, SOFTENED, MOBILE, WOOD/ GLS/FAB 222:BLAZER LITE SOLACE P003:LIGHT GREY MOTTLED STD:STANDARD GROUP 1 MW:MIDTOWN	2,177.08	2,177.08
297	2.00 Each	NATIONAL OFFICE FURNITURE 59N2315PMBFL--92SN-KS1B-MW-MW TESSERA, 23DX15W, PEDESTAL, MOBILE, BOX/FILE, LAM 92SN:MOSAIC,SATIN NICKEL KS1B:SPECIFY 1 BLACK CORE SEPARATE MW:MIDTOWN	611.05	1,222.10



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		MW:MIDTOWN		
298	2.00 Each	NATIONAL OFFICE FURNITURE 59N2315PMBFW--92SN-KRB-STD-MW TESSERA, 23DX15W, PEDESTAL, MOBILE, BOX/FILE, WOOD 92SN:MOSAIC,SATIN NICKEL KRB:RANDOM CORE,INSTALLED,BLACK STD:STANDARD FINISH MW:MIDTOWN	1,041.37	2,082.74
299	1.00 Each	NATIONAL OFFICE FURNITURE 59N2328EPW--STD-MW TESSERA, 23DX28H, END PANEL, WOOD STD:STANDARD FINISH MW:MIDTOWN	262.73	262.73
300	3.00 Each	NATIONAL OFFICE FURNITURE 59N2330LFU2FW--R-92SN-KS1B-STD-MW TESSERA, 23DX30W, LATERAL FILE, UNDERSURFACE, 2 DRAWER, WOOD R:GANGING RIGHT 92SN:MOSAIC,SATIN NICKEL KS1B:SPECIFY 1 BLACK CORE SEPARATE STD:STANDARD FINISH MW:MIDTOWN	963.35	2,890.05
301	2.00 Each	NATIONAL OFFICE FURNITURE 59N2336LFU2FL--L-92SN-KS1B-MW-MW TESSERA, 23DX36W, LATERAL FILE, UNDERSURFACE, 2 DRAWER, LAM L:GANGING LEFT 92SN:MOSAIC,SATIN NICKEL KS1B:SPECIFY 1 BLACK CORE SEPARATE MW:MIDTOWN MW:MIDTOWN	525.06	1,050.12
302	5.00 Each	NATIONAL OFFICE FURNITURE 59N2336LFU2FL--R-92SN-KS1B-MW-MW TESSERA, 23DX36W, LATERAL FILE, UNDERSURFACE, 2 DRAWER, LAM R:GANGING RIGHT 92SN:MOSAIC,SATIN NICKEL KS1B:SPECIFY 1 BLACK CORE SEPARATE MW:MIDTOWN MW:MIDTOWN	525.06	2,625.30
303	1.00 Each	NATIONAL OFFICE FURNITURE 59N2336LFU2FW--L-92SN-KS1B-STD-MW TESSERA, 23DX36W, LATERAL FILE, UNDERSURFACE, 2 DRAWER, WOOD L:GANGING LEFT 92SN:MOSAIC,SATIN NICKEL KS1B:SPECIFY 1 BLACK CORE SEPARATE STD:STANDARD FINISH MW:MIDTOWN	1,046.14	1,046.14
304	9.00 Each	NATIONAL OFFICE FURNITURE 59N241875VWHLL--92SN-KS1B-MW-MW TESSERA, 24DX18WX75H, WARDROBE, LEFT HINGED DR, LAM	808.09	7,272.81



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		92SN:MOSAIC,SATIN NICKEL KS1B:SPECIFY 1 BLACK CORE SEPARATE MW:MIDTOWN MW:MIDTOWN		
305	1.00 Each	NATIONAL OFFICE FURNITURE 59N241875VWHLW--92SN-KS1B-STD-MW TESSERA, 24DX18WX75H, WARDROBE, LEFT HINGED DR, WOOD 92SN:MOSAIC,SATIN NICKEL KS1B:SPECIFY 1 BLACK CORE SEPARATE STD:STANDARD FINISH MW:MIDTOWN	1,603.05	1,603.05
306	2.00 Each	NATIONAL OFFICE FURNITURE 59N241875VWHRL--92CC-KS1B-MW-MW TESSERA, 24DX18WX75H, WARDROBE, RIGHT HINGED DR, LAM 92CC:MOSAIC,CONCRETE KS1B:SPECIFY 1 BLACK CORE SEPARATE MW:MIDTOWN MW:MIDTOWN	808.09	1,616.18
307	2.00 Each	NATIONAL OFFICE FURNITURE 59N241875VWHRL--92SN-KS1B-MW-MW TESSERA, 24DX18WX75H, WARDROBE, RIGHT HINGED DR, LAM 92SN:MOSAIC,SATIN NICKEL KS1B:SPECIFY 1 BLACK CORE SEPARATE MW:MIDTOWN MW:MIDTOWN	808.09	1,616.18
308	1.00 Each	NATIONAL OFFICE FURNITURE 59N241875VWHRW--92SN-KS1B-STD-MW TESSERA, 24DX18WX75H, WARDROBE, RIGHT HINGED DR, WOOD 92SN:MOSAIC,SATIN NICKEL KS1B:SPECIFY 1 BLACK CORE SEPARATE STD:STANDARD FINISH MW:MIDTOWN	1,603.05	1,603.05
309	1.00 Each	NATIONAL OFFICE FURNITURE 59N2430WSSW--X-STD-MW TESSERA, 24DX30W, SURFACE, RECTANGULAR, WOOD X:NO GROMMET STD:STANDARD FINISH MW:MIDTOWN	341.95	341.95
310	6.00 Each	NATIONAL OFFICE FURNITURE 59N2436WSSL--X-MW TESSERA, 24DX36W, SURFACE, RECTANGULAR, LAM X:NO GROMMET MW:MIDTOWN	142.12	852.72
311	2.00 Each	NATIONAL OFFICE FURNITURE 59N2436WSSW--X-STD-MW TESSERA, 24DX36W, SURFACE, RECTANGULAR, WOOD X:NO GROMMET STD:STANDARD FINISH MW:MIDTOWN	351.90	703.80
312	2.00	NATIONAL OFFICE FURNITURE	294.97	589.94





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	Each	59N2448BEFFL--G11MBC-MW TESSERA, 24DX48W, BRIDGE, LAM G11MBC:GROMMET,CINDER,CENTER MW:MIDTOWN		
313	7.00 Each	NATIONAL OFFICE FURNITURE 59N2448BEFFL--G11SNC-MW TESSERA, 24DX48W, BRIDGE, LAM G11SNC:GROMMET,SATIN NICKEL,CENTER MW:MIDTOWN	294.97	2,064.79
314	2.00 Each	NATIONAL OFFICE FURNITURE 59N2448BEFFW--G11SNC-STD-MW TESSERA, 24DX48W, BRIDGE, WOOD G11SNC:GROMMET,SATIN NICKEL,CENTER STD:STANDARD FINISH MW:MIDTOWN	519.09	1,038.18
315	1.00 Each	NATIONAL OFFICE FURNITURE 59N2460CLFFW2--92SN-G11SNC-KS1B-STD-MW TESSERA, 24DX60W, CREDENZA, LEFT, FF, WOOD 92SN:MOSAIC,SATIN NICKEL G11SNC:GROMMET,SATIN NICKEL,CENTER KS1B:SPECIFY 1 BLACK CORE SEPARATE STD:STANDARD FINISH MW:MIDTOWN	1,540.96	1,540.96
316	1.00 Each	NATIONAL OFFICE FURNITURE 59N2460WSSW--G11SNC-STD-MW TESSERA, 24DX60W, SURFACE, RECTANGULAR, WOOD G11SNC:GROMMET,SATIN NICKEL,CENTER STD:STANDARD FINISH MW:MIDTOWN	419.58	419.58
317	1.00 Each	NATIONAL OFFICE FURNITURE 59N2460WSSW--X-STD-MW TESSERA, 24DX60W, SURFACE, RECTANGULAR, WOOD X:NO GROMMET STD:STANDARD FINISH MW:MIDTOWN	401.26	401.26
318	2.00 Each	NATIONAL OFFICE FURNITURE 59N2472CKFL2--92SN-G11SNC-KS2B-MW-MW TESSERA, 24DX72W, CREDENZA, KNEESPACE, LAM 92SN:MOSAIC,SATIN NICKEL G11SNC:GROMMET,SATIN NICKEL,CENTER KS2B:SPECIFY 2 BLACK CORE SEPARATE MW:MIDTOWN MW:MIDTOWN	1,406.41	2,812.82
319	7.00 Each	NATIONAL OFFICE FURNITURE 59N2472CLFFL2--92SN-G11SNC-KS1B-MW-MW TESSERA, 24DX72W, CREDENZA, LEFT, FF, LAM 92SN:MOSAIC,SATIN NICKEL G11SNC:GROMMET,SATIN NICKEL,CENTER KS1B:SPECIFY 1 BLACK CORE SEPARATE MW:MIDTOWN	1,040.58	7,284.06



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320	1.00 Each	MW:MIDTOWN NATIONAL OFFICE FURNITURE 59N2472CLFFW2--92SN-G11SNC-KS1B-STD-MW TESSERA, 24DX72W, CREDENZA, LEFT, FF, WOOD 92SN:MOSAIC,SATIN NICKEL G11SNC:GROMMET,SATIN NICKEL,CENTER KS1B:SPECIFY 1 BLACK CORE SEPARATE STD:STANDARD FINISH MW:MIDTOWN	1,597.88	1,597.88
321	2.00 Each	NATIONAL OFFICE FURNITURE 59N2472CRFFL2--92SN-G11MBC-KS1B-MW-MW TESSERA, 24DX72W, CREDENZA, RIGHT, FF, LAM 92SN:MOSAIC,SATIN NICKEL G11MBC:GROMMET,CINDER,CENTER KS1B:SPECIFY 1 BLACK CORE SEPARATE MW:MIDTOWN MW:MIDTOWN	1,040.58	2,081.16
322	1.00 Each	NATIONAL OFFICE FURNITURE 59N2472CRFFW2--92SN-G11SNC-KS1B-STD-MW TESSERA, 24DX72W, CREDENZA, RIGHT, FF, WOOD 92SN:MOSAIC,SATIN NICKEL G11SNC:GROMMET,SATIN NICKEL,CENTER KS1B:SPECIFY 1 BLACK CORE SEPARATE STD:STANDARD FINISH MW:MIDTOWN	1,597.88	1,597.88
323	2.00 Each	NATIONAL OFFICE FURNITURE 59N3072DLFFL1--92SN-G11MBLR-KS1B-MW-MW TESSERA, 30DX72W, DESK, LEFT, RECESSED, BBF, LAM 92SN:MOSAIC,SATIN NICKEL G11MBLR:GROMMET,CINDER,LEFT & RIGHT KS1B:SPECIFY 1 BLACK CORE SEPARATE MW:MIDTOWN MW:MIDTOWN	1,201.00	2,402.00
324	1.00 Each	NATIONAL OFFICE FURNITURE 59N3072DLFFW1--92SN-G11SNLR-KS1B-STD-MW TESSERA, 30DX72W, DESK, LEFT, RECESSED, BBF, WOOD 92SN:MOSAIC,SATIN NICKEL G11SNLR:GROMMET,SATIN NKL,LEFT & RIGHT KS1B:SPECIFY 1 BLACK CORE SEPARATE STD:STANDARD FINISH MW:MIDTOWN	1,915.15	1,915.15
325	3.00 Each	NATIONAL OFFICE FURNITURE 59N3072DRFFL1--92SN-G11MBLR-KS1B-MW-MW TESSERA, 30DX72W, DESK, RIGHT, RECESSED, BBF, LAM 92SN:MOSAIC,SATIN NICKEL G11MBLR:GROMMET,CINDER,LEFT & RIGHT KS1B:SPECIFY 1 BLACK CORE SEPARATE MW:MIDTOWN MW:MIDTOWN	1,201.00	3,603.00
326	4.00 Each	NATIONAL OFFICE FURNITURE	1,201.00	4,804.00



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		59N3072DRFFL1--92SN-G11SNLR-KS1B-MW-MW TESSERA, 30DX72W, DESK, RIGHT, RECESSED, BBF, LAM 92SN:MOSAIC,SATIN NICKEL G11SNLR:GROMMET,SATIN NKL,LEFT & RIGHT KS1B:SPECIFY 1 BLACK CORE SEPARATE MW:MIDTOWN MW:MIDTOWN		
327	1.00 Each	NATIONAL OFFICE FURNITURE 59N3072DRFFL1--92SN-X-KRS-MW-MW TESSERA, 30DX72W, DESK, RIGHT, RECESSED, BBF, LAM 92SN:MOSAIC,SATIN NICKEL X:NO GROMMET KRS:RANDOM CORE,INSTALLED,SILVER MW:MIDTOWN MW:MIDTOWN	1,175.92	1,175.92
328	2.00 Each	NATIONAL OFFICE FURNITURE 59N3072DRFFW1--92SN-G11SNLR-KS1B-STD-MW TESSERA, 30DX72W, DESK, RIGHT, RECESSED, BBF, WOOD 92SN:MOSAIC,SATIN NICKEL G11SNLR:GROMMET,SATIN NKL,LEFT & RIGHT KS1B:SPECIFY 1 BLACK CORE SEPARATE STD:STANDARD FINISH MW:MIDTOWN	1,915.15	3,830.30
329	2.00 Each	NATIONAL OFFICE FURNITURE 59N3672DSFBA1L--G11SNLR-MW-MW TESSERA, 36DX72W, DESK, ADJ HGT, WIRE MGR, FULL MOD, BREAKFRT, LAM G11SNLR:GROMMET,SATIN NKL,LEFT & RIGHT MW:MIDTOWN MW:MIDTOWN	3,472.03	6,944.06
330	2.00 Each	NATIONAL OFFICE FURNITURE 59N3672DSFBA1W--X-STD-MW TESSERA, 36DX72W, DESK, ADJ HGT, WIRE MGR, FULL MOD, BRKFRT, WOOD X:NO GROMMET STD:STANDARD FINISH MW:MIDTOWN	3,958.08	7,916.16
331	1.00 Each	NATIONAL OFFICE FURNITURE 59N6013MPW--STD-MW TESSERA, 60WX13H, MODESTY PANEL, WOOD STD:STANDARD FINISH MW:MIDTOWN	225.71	225.71
332	1.00 Each	NATIONAL OFFICE FURNITURE 69N1836MSCMLL--87MB-MW-MW-462 LOCHLYN, 18DX36W, MOBILE STORAGE CART, LAMINATE 87MB:BEAM,CINDER MW:MIDTOWN MW:MIDTOWN 462:CINDER	1,869.77	1,869.77
333	2.00 Each	KIMBALL	708.97	1,417.94



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		74K1828CYL--STD-MW DOCK, 18DIAMETERX28H, CYLINDER BASE, HPL STD:STANDARD GROUP 1 MW:MIDTOWN		
334	2.00 Each	KIMBALL 74K1828CYW--STD-MW DOCK, 18DIAMETERX28H, CYLINDER BASE, WOOD STD:STANDARD GROUP 1 MW:MIDTOWN	788.99	1,577.98
335	8.00 Each	KIMBALL 74K2COUNTERWEIGHT DOCK, COUNTERWEIGHT 2, 54 LBS	27.06	216.48
336	5.00 Each	NATIONAL OFFICE FURNITURE 75N213668VHF2--86-KRB-461 RENEGADE, 21DX36WX68H, STORAGE/LATERAL FILE, HINGED DOORS 86:INTEGRATED KRB:RANDOM CORE,INSTALLED,BLACK 461:GRAPHITE	1,164.37	5,821.85
337	1.00 Each	NATIONAL OFFICE FURNITURE 83N4284OVLL--VMW-X-STD-MW FOOTINGS, 42DX84W, OVAL TOP, TFL VMW:SOFTENED,MIDTOWN X:NO GROMMET STD:STANDARD LAMINATE MW:MIDTOWN	595.53	595.53
338	1.00 Each	NATIONAL OFFICE FURNITURE 83N4284SRTL--VMW-X-STD-MW FOOTINGS, 42DX84W, SOFT RECTANGULAR TOP, HPL VMW:SOFTENED,MIDTOWN X:NO GROMMET STD:STANDARD LAMINATE MW:MIDTOWN	745.21	745.21
339	1.00 Each	NATIONAL OFFICE FURNITURE 83N4296SRTL--VMW-X-STD-MW FOOTINGS, 42DX96W, SOFT RECTANGULAR TOP, HPL VMW:SOFTENED,MIDTOWN X:NO GROMMET STD:STANDARD LAMINATE MW:MIDTOWN	791.77	791.77
340	3.00 Each	KIMBALL AC6918TBK--A-10270 DEFINITION, 69WX16H, TACKBOARD A:GRADE A 10270:MYKEL TITANIUM	248.40	745.20
341	9.00 Each	KIMBALL AC6918TBK--A-24106 DEFINITION, 69WX16H, TACKBOARD A:GRADE A 24106:MERGE FAWN	248.40	2,235.60
342	46.00	KIMBALL	519.09	23,878.14



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	Each	B3016HLS--N-KSB-MW FOOTPRINT, 30WX16H, OVERHEAD STORAGE, HINGE DOOR, LAM, SQUARE N:INTEGRATED KSB:SPECIFY CORE SEPARATELY MW:MIDTOWN		
343	28.00 Each	KIMBALL B3616HLS--N-KSB-MW FOOTPRINT, 36WX16H, OVERHEAD STORAGE, HINGE DOOR, LAM, SQUARE N:INTEGRATED KSB:SPECIFY CORE SEPARATELY MW:MIDTOWN	529.85	14,835.80
344	19.00 Each	KIMBALL B6016HLS--N-KSB-MW FOOTPRINT, 60WX16H, OVERHEAD STORAGE, HINGE DOOR, LAM, SQUARE N:INTEGRATED KSB:SPECIFY CORE SEPARATELY MW:MIDTOWN	975.69	18,538.11
345	1.00 Each	NATIONAL OFFICE FURNITURE BW-18--MW UNIVERSAL, 18WX27H, CYLINDER BASE, NO WIRE MGMT, WOOD MW:MIDTOWN	764.71	764.71
346	2.00 Each	NATIONAL OFFICE FURNITURE CBV285828YBKP--503-503 FOOTINGS, 28DX58WX28H, Y BASE KIT 503:SATIN NICKEL METALLIC 503:SATIN NICKEL METALLIC	497.60	995.20
347	1.00 Each	NATIONAL OFFICE FURNITURE CBV285828YBKP--~~~ FOOTINGS, 28DX58WX28H, Y BASE KIT ~:Undefined ~:Undefined	497.60	497.60
348	1.00 Each	NATIONAL OFFICE FURNITURE CBV286428YBKP--503-503 FOOTINGS, 28DX64WX28H, Y BASE KIT 503:SATIN NICKEL METALLIC 503:SATIN NICKEL METALLIC	497.60	497.60
349	1.00 Each	NATIONAL OFFICE FURNITURE CBV286428YBKP--~~~ FOOTINGS, 28DX64WX28H, Y BASE KIT ~:Undefined ~:Undefined	497.60	497.60
350	20.00 Each	NATIONAL OFFICE FURNITURE CBV3028UC BASE SUPPORT, 30WX28H, BASE, U-STYLE BASE, CONCRETE	312.88	6,257.60
351	92.00 Each	NATIONAL OFFICE FURNITURE CBV3028UN BASE SUPPORT, 30WX28H, U-STYLE BASE, SATIN NICKEL METALLIC	312.88	28,784.96



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352	6.00 Each	NATIONAL OFFICE FURNITURE CBV3228XBP--X-503-503 FOOTINGS, 32WX28H, X BASE, STATIC X:NO CUTOOT 503:SATIN NICKEL METALLIC 503:SATIN NICKEL METALLIC	325.23	1,951.38
353	2.00 Each	NATIONAL OFFICE FURNITURE CCW42WSRNW--J-X-MW UNIVERSAL, 42DIA, CONFERENCE TOP, ROUND, WOOD J:SELF X:NO GROMMET MW:MIDTOWN	520.28	1,040.56
354	2.00 Each	NATIONAL OFFICE FURNITURE CP-WS42E--X-MW UNIVERSAL, 42DIA, CONFERENCE TOP, ROUND, LAM X:NO GROMMET MW:MIDTOWN	264.72	529.44
355	224.00 Each	KIMBALL FBOTS FOOTPRINT, OVERHEAD MOUNT BRACKET, SQUARE PROFILE, TRAXX/ XSITE	13.14	2,943.36
356	41.00 Each	KIMBALL FIT3037A--N-A-24106 TRAXX, 30WX37H, TILE, ACOUSTICAL N:NO A:GRADE A 24106:MERGE FAWN	230.49	9,450.09
357	1.00 Each	KIMBALL FIT3037A--N-B-2222 TRAXX, 30WX37H, TILE, ACOUSTICAL N:NO B:GRADE B 2222:LINEN TWINE	250.38	250.38
358	41.00 Each	KIMBALL FIT3037SS16P--N-A-24106-STD-423 TRAXX, 30WX37H, TILE, 16 SLAT, 21 FABRIC, PAINT TRIM CHANNEL N:NO A:GRADE A 24106:MERGE FAWN STD:STANDARD GROUP 1,NON-METALLIC 423:CONCRETE	724.90	29,720.90
359	1.00 Each	KIMBALL FIT3037SS16P--N-B-2222-STD-423 TRAXX, 30WX37H, TILE, 16 SLAT, 21 FABRIC, PAINT TRIM CHANNEL N:NO B:GRADE B 2222:LINEN TWINE STD:STANDARD GROUP 1,NON-METALLIC 423:CONCRETE	738.44	738.44
360	14.00	KIMBALL	238.05	3,332.70



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	Each	FIT3637A--N-A-24106 TRAXX, 36WX37H, TILE, ACOUSTICAL N:NO A:GRADE A 24106:MERGE FAWN		
361	4.00 Each	KIMBALL FIT3637SS16P--N-A-24106-STD-423 TRAXX, 36WX37H, TILE, 16 SLAT, 21 FABRIC, PAINT TRIM CHANNEL N:NO A:GRADE A 24106:MERGE FAWN STD:STANDARD GROUP 1,NON-METALLIC 423:CONCRETE	827.60	3,310.40
362	10.00 Each	KIMBALL FIT3637SS24P--N-A-24106-STD-423 TRAXX, 36WX37H, TILE, 24 SLAT, 13 FABRIC, PAINT TRIM CHANNEL N:NO A:GRADE A 24106:MERGE FAWN STD:STANDARD GROUP 1,NON-METALLIC 423:CONCRETE	919.55	9,195.50
363	43.00 Each	KIMBALL IBTWS TRAXX, SURFACE BRACKET, INTERWORKS APPLICATION	10.35	445.05
364	24.00 Each	KIMBALL K54GC--1-12011-1-12012-STD-MW NASH GUEST CLUB 1:GRADE 1 12011:RIDGE SAND 1:GRADE 1 12012:RIDGE DUNE STD:STANDARD GROUP 1 MW:MIDTOWN	858.65	20,607.60
365	2.00 Each	KIMBALL K54GC--3-41309-3-41309-STD-793 NASH GUEST CLUB 3:GRADE 3 41309:SILVERTEX STORM 3:GRADE 3 41309:SILVERTEX STORM STD:STANDARD GROUP 1 793:ACORN	931.90	1,863.80
366	6.00 Each	KIMBALL K78TRND24222L--J-STD-MW BLOOM, TABLE, END, ROUND, 24 DIAMETER, HPL, SELF EDGE J:SELF EDGE STD:STANDARD GROUP 1 MW:MIDTOWN	733.65	4,401.90
367	4.00 Each	KIMBALL KA3186032CSW--STD-MW	1,586.33	6,345.32



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		AUSSIE, 18DX60W, CONSOLE TABLE, WOOD TOP STD:STANDARD GROUP 1 MW:MIDTOWN		
368	2.00 Each	KIMBALL KA3424217MGW--STD-MW AUSSIE, 42DX42W, SQUARE COFFEE TABLE, WOOD TOP STD:STANDARD GROUP 1 MW:MIDTOWN	1,642.46	3,284.92
369	18.00 Each	NATIONAL OFFICE FURNITURE N18MPUA--FA-53-3-41317-STD PICADO, TASK, PLASTIC BACK, UPHOLSTERED SEAT FA:FULLY ASSEMBLED 53:TAUPE 3:GRADE 3 41317:SILVERTEX TAUPE STD:HARD CASTER	501.18	9,021.24
370	8.00 Each	NATIONAL OFFICE FURNITURE N29GMAG1--BBB-3-41309 CHADDY, GUEST, MESH BACK, UPHOLSTERED SEAT, ARMS, STATIC, QTY 1 BBB:BLACK FRAME,BLACK BACK & MESH 3:GRADE 3 41309:SILVERTEX STORM	421.96	3,375.68
371	96.00 Each	NATIONAL OFFICE FURNITURE N29GMMC1--BBB-3-41317-HARD CHADDY, GUEST, MESH BACK, UPHOLSTERED SEAT, ARMLESS, MOBILE, QTY 1 BBB:BLACK FRAME,BLACK BACK & MESH 3:GRADE 3 41317:SILVERTEX TAUPE HARD:HARD,DUAL WHEEL CASTER	413.21	39,668.16
372	46.00 Each	NATIONAL OFFICE FURNITURE N29GMMG1--BBB-3-41309 CHADDY, GUEST, MESH BACK, UPHOLSTERED SEAT, ARMLESS, STATIC, QTY 1 BBB:BLACK FRAME,BLACK BACK & MESH 3:GRADE 3 41309:SILVERTEX STORM	398.08	18,311.68
373	1.00 Each	NATIONAL OFFICE FURNITURE N32AAM--2-22171-X-CPL-503 RENO, 1 SEAT LOUNGE, METAL LEGS 2:GRADE 2 22171:SEDONA FAWN X:NO GROMMET CPL:CUP HOLDER,LEFT 503:SATIN NICKEL METALLIC	1,023.86	1,023.86
374	1.00 Each	NATIONAL OFFICE FURNITURE N32AAM--2-22171-X-CPR-503 RENO, 1 SEAT LOUNGE, METAL LEGS 2:GRADE 2	1,023.86	1,023.86





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		22171:SEDONA FAWN X:NO GROMMET CPR:CUP HOLDER,RIGHT 503:SATIN NICKEL METALLIC		
375	1.00 Each	NATIONAL OFFICE FURNITURE N32T36MGL--X-MW-423 RENO, 36DIA, COFFEE TABLE, ROUND, LAMINATE X:NO SURFACE GROMMET MW:MIDTOWN 423:CONCRETE	759.53	759.53
376	30.00 Each	NATIONAL OFFICE FURNITURE N42ME8S--FA-L7-70103-497-C62 KARID, MID BACK, CONFERENCE ARMS, SYNCHRO FA:FULLY ASSEMBLED L7:GRADE L7 70103:DAVENPORT EARTHY 497:POLISHED ALUMINUM C62:HARD DUAL WHEEL,POLISHED/BLACK	1,129.74	33,892.20
377	10.00 Each	NATIONAL OFFICE FURNITURE N42ME8S--FA-L7-70112-497-C62 KARID, MID BACK, CONFERENCE ARMS, SYNCHRO FA:FULLY ASSEMBLED L7:GRADE L7 70112:DAVENPORT ATLANTIS 497:POLISHED ALUMINUM C62:HARD DUAL WHEEL,POLISHED/BLACK	1,129.74	11,297.40
378	10.00 Each	NATIONAL OFFICE FURNITURE N42ME8S--FA-L7-70119-497-C62 KARID, MID BACK, CONFERENCE ARMS, SYNCHRO FA:FULLY ASSEMBLED L7:GRADE L7 70119:DAVENPORT SPRING 497:POLISHED ALUMINUM C62:HARD DUAL WHEEL,POLISHED/BLACK	1,129.74	11,297.40
379	4.00 Each	NATIONAL OFFICE FURNITURE N53GU4HW--1-11506-MW DELGADO, UPH BACK, 4-PRONG HIGH PROFILE BASE, WOOD 1:GRADE 1 11506:VESSEL SAND MW:MIDTOWN	1,010.72	4,042.88
380	4.00 Each	NATIONAL OFFICE FURNITURE N53GW4HW--COM-SPECIAL-MW-MW DELGADO, PLYWOOD BACK, 4-PRONG HIGH PROFILE BASE, WOOD COM:CUSTOMER'S OWN MATERIAL SPECIAL:PRIMARY UPH PATTERN COLOR MW:MIDTOWN MW:MIDTOWN	1,161.99	4,647.96
381	1.00 Each	NATIONAL OFFICE FURNITURE N86BA1C--2-22171-423-C66 EKLUND, BENCH, ADD-ON, CENTER	729.68	729.68



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		2:GRADE 2 22171:SEDONA FAWN 423:METAL,CONCRETE C66:SOFT GLIDE		
382	1.00 Each	NATIONAL OFFICE FURNITURE N86BE1C--2-22171-423-C66 EKLUND, BENCH, END, CENTER 2:GRADE 2 22171:SEDONA FAWN 423:METAL,CONCRETE C66:SOFT GLIDE	729.68	729.68
383	1.00 Each	NATIONAL OFFICE FURNITURE N86BS1C--2-22171-504-C66 EKLUND, BENCH, STARTER, CENTER 2:GRADE 2 22171:SEDONA FAWN 504:METAL,TAUPE METALLIC C66:SOFT GLIDE	842.73	842.73
384	1.00 Each	NATIONAL OFFICE FURNITURE N86LACNM--COM-SPECIAL-423-STD EKLUND, LOUNGE, ADD-ON, CORNER, ARMLESS COM:CUSTOMER'S OWN MATERIAL SPECIAL:PRIMARY UPH PATTERN COLOR 423:METAL,CONCRETE STD:STANDARD HARD GLIDE	1,420.73	1,420.73
385	1.00 Each	NATIONAL OFFICE FURNITURE N86LE1L--COM-SPECIAL-423-STD EKLUND, LOUNGE, END, 1 SEAT, LEFT ARM COM:CUSTOMER'S OWN MATERIAL SPECIAL:PRIMARY UPH PATTERN COLOR 423:METAL,CONCRETE STD:STANDARD HARD GLIDE	1,175.92	1,175.92
386	1.00 Each	NATIONAL OFFICE FURNITURE N86LS1R--COM-SPECIAL-423-STD EKLUND, LOUNGE, STARTER, 1 SEAT, RIGHT ARM COM:CUSTOMER'S OWN MATERIAL SPECIAL:PRIMARY UPH PATTERN COLOR 423:METAL,CONCRETE STD:STANDARD HARD GLIDE	1,232.45	1,232.45
387	3.00 Each	NATIONAL OFFICE FURNITURE N93B1S24--3-41317-X-X-503-STD FRINGE, BENCH, 24W 1 SEAT 3:GRADE 3 41317:SILVERTEX TAUPE X:NO FRONT SEAT GROMMET X:NO END SEAT GROMMET 503:METAL LEG,SATIN NICKEL STD:STANDARD GLIDE	728.88	2,186.64
388	7.00 Each	NATIONAL OFFICE FURNITURE N93GB2	39.41	275.87



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389	6.00 Each	FRINGE, GANGING CONNECTOR BRACKET, SET OF 2 NATIONAL OFFICE FURNITURE N93M1M--2-22171-X-423-C10 FRINGE, MID BACK, 1 SEAT, ARMLESS 2:GRADE 2 22171:SEDONA FAWN X:NO FRONT SEAT GROMMET 423:METAL LEG, CONCRETE C10:SOFT GLIDE	933.88	5,603.28
390	1.00 Each	NATIONAL OFFICE FURNITURE N93M1M--3-41317-X-503-STD FRINGE, MID BACK, 1 SEAT, ARMLESS 3:GRADE 3 41317:SILVERTEX TAUPE X:NO FRONT SEAT GROMMET 503:METAL LEG, SATIN NICKEL STD:STANDARD GLIDE	937.87	937.87
391	1.00 Each	NATIONAL OFFICE FURNITURE N93M2M--3-41317-X-503-STD FRINGE, MID BACK, 2 SEAT, ARMLESS 3:GRADE 3 41317:SILVERTEX TAUPE X:NO FRONT SEAT GROMMET 503:METAL LEG, SATIN NICKEL STD:STANDARD GLIDE	1,365.81	1,365.81
392	1.00 Each	NATIONAL OFFICE FURNITURE N93MINR9SL--3-41317-X-DF-503-STD FRINGE, MID BACK, INSIDE ROUND 90 DEGREE, LAM SURFACE 3:GRADE 3 41317:SILVERTEX TAUPE X:NO SURFACE GROMMET DF:DRIFTWOOD 503:METAL LEG, SATIN NICKEL STD:STANDARD GLIDE	2,083.14	2,083.14
393	8.00 Each	NATIONAL OFFICE FURNITURE N94L1AX--2-22145-2-22145-2-22200-X JOVALIE, 1 SEAT LOUNGE, CONTRASTING 2:GRADE 2 22145:SEDONA BUCKSKIN 2:GRADE 2 22145:SEDONA BUCKSKIN 2:GRADE 2 22145:SEDONA BUCKSKIN 2:GRADE 2 22200:SEDONA CERULEAN X:NO GROMMET	1,736.01	13,888.08
394	58.00 Each	NATIONAL OFFICE FURNITURE NAC0236SUR ACCESSORIES, 36W, UNDERSURFACE SUPPORT RAIL, BLACK	93.55	5,425.90
395	56.00 Each	NATIONAL OFFICE FURNITURE	32.24	1,805.44



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		NAC1115SPTC ACCESSORIES, LEGAL PAPER TRAY, CLEAR		
396	1.00 Each	NATIONAL OFFICE FURNITURE NAC5716TBRA--A-24106 ACCESSORIES, 57 1/8WX16 1/2H, TACKBOARD, RAILROAD A:GRADE A 24106:MERGE FAWN	203.01	203.01
397	1.00 Each	NATIONAL OFFICE FURNITURE NAC6916TBRA--A-24106 ACCESSORIES, 69 3/16WX16 1/2H, TACKBOARD, RAILROAD A:GRADE A 24106:MERGE FAWN	231.28	231.28
398	5.00 Each	NATIONAL OFFICE FURNITURE NAC7019TBRA--A-24106 ACCESSORIES, 70 1/8WX19 1/2H, TACKBOARD, RAILROAD A:GRADE A 24106:MERGE FAWN	268.71	1,343.55
399	56.00 Each	NATIONAL OFFICE FURNITURE NACCP ACCESSORIES, PENCIL CUP, CLEAR	21.90	1,226.40
400	4.00 Each	NATIONAL OFFICE FURNITURE NACEL2IQ60J ACCESSORIES, 60W JUMPER, INTERLINK IQ 2.0	64.88	259.52
401	4.00 Each	NATIONAL OFFICE FURNITURE NACEL2IQBB ACCESSORIES, BRAIN BOX, INTERLINK IQ 2.0	291.79	1,167.16
402	1.00 Each	NATIONAL OFFICE FURNITURE NACEL2IQBB ACCESSORIES, BRAIN BOX, INTERLINK IQ 2.0	291.79	291.79
403	2.00 Each	NATIONAL OFFICE FURNITURE NACG15AELPD2IQB ACCESSORIES, G15A INTERLINK IQ 2.0, POWER/USB, BLACK	683.50	1,367.00
404	1.00 Each	NATIONAL OFFICE FURNITURE NACG15BELHCB ACCESSORIES, G15B, DBL PIVOT POWER/USB GROMMET, HARDWIRE, BLACK	856.67	856.67
405	6.00 Each	NATIONAL OFFICE FURNITURE NACG15BELPD2IQB ACCESSORIES, G15B INTERLINK IQ 2.0, POWER/USB, BLACK	768.28	4,609.68
406	40.00 Each	NATIONAL OFFICE FURNITURE NACGB1 WAVEWORKS, ACCESSORIES, GANGING BRACKET	40.60	1,624.00
407	14.00 Each	NATIONAL OFFICE FURNITURE NACLTKA3 ACCESSORIES, LIGHT KIT 3	80.41	1,125.74
408	110.00 Each	NATIONAL OFFICE FURNITURE NCCB001 CASEGOODS, LOCK CORE WITH KEY, BLACK, NO 001	11.54	1,269.40



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409	248.00 Each	NATIONAL OFFICE FURNITURE NCCB001S CASEGOODS, LOCK CORE WITH KEY, SILVER, NO 001	11.54	2,861.92
410	33.00 Each	NATIONAL OFFICE FURNITURE NCG01538847453--MW TESSERA, 24WX46H, WALL PANEL, LAM MW:MIDTOWN	192.67	6,358.11
411	6.00 Each	NATIONAL OFFICE FURNITURE NCG01538847453--STD-MW TESSERA, 24WX46H, WALL PANEL, LAM STD:STANDARD FINISH MW:MIDTOWN	192.67	1,156.02
412	2.00 Each	NATIONAL OFFICE FURNITURE NCG01538847453--STD-MW TESSERA, 24WX46H, WALL PANEL, LAM STD:STANDARD FINISH MW:MIDTOWN	192.67	385.34
413	1.00 Each	NATIONAL OFFICE FURNITURE NCG01538847456--92SN-KS2B-STD-MW TESSERA, 72WX12H, OVERHEAD, WALL MNT, SLIDING DOOR/OPEN, LAM 92SN:MOSAIC,SATIN NICKEL KS2B:SPECIFY 2 BLACK CORE SEPARATE STD:STANDARD FINISH MW:MIDTOWN	628.96	628.96
414	11.00 Each	NATIONAL OFFICE FURNITURE NCG01538847456--92SN-KS2B-MW-MW TESSERA, 72WX12H, OVERHEAD, WALL MNT, SLIDING DOOR/OPEN, LAM 92SN:MOSAIC,SATIN NICKEL KS2B:SPECIFY 2 BLACK CORE SEPARATE MW:MIDTOWN MW:MIDTOWN	628.96	6,918.56
415	2.00 Each	NATIONAL OFFICE FURNITURE NCG01538847456--92SN-KS2B-STD-MW TESSERA, 72WX12H, OVERHEAD, WALL MNT, SLIDING DOOR/OPEN, LAM 92SN:MOSAIC,SATIN NICKEL KS2B:SPECIFY 2 BLACK CORE SEPARATE STD:STANDARD FINISH MW:MIDTOWN	628.96	1,257.92
416	1.00 Each	NATIONAL OFFICE FURNITURE NCG01538847457--STD-MW TESSERA, 72W, LIGHTED SHELF, LAM STD:STANDARD FINISH MW:MIDTOWN	355.88	355.88
417	11.00 Each	NATIONAL OFFICE FURNITURE NCG01538847457--MW TESSERA, 72W, LIGHTED SHELF, LAM MW:MIDTOWN	355.88	3,914.68



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418	2.00 Each	NATIONAL OFFICE FURNITURE NCG01538847457--STD-MW TESSERA, 72W, LIGHTED SHELF, LAM STD:STANDARD FINISH MW:MIDTOWN	355.88	711.76
419	67.00 Each	NATIONAL OFFICE FURNITURE NCG01538847458--MW ACCESSORIES, 21DX24W, CENTER DRAWER, LAMINATE MW:MIDTOWN	72.85	4,880.95
420	84.00 Each	NATIONAL OFFICE FURNITURE NCG01538847460--6SN-X-KS1B-MW-MW WAVEWORKS, 17DX30WX22H, PEDESTAL, BOX/LF, UNDERSURFACE, LAMINATE 6SN:NANTUCKET,SATIN NICKEL X:NO GROMMET KS1B:SPECIFY 1 BLACK CORE SEPARATE MW:MIDTOWN MW:MIDTOWN	412.41	34,642.44
421	42.00 Each	NATIONAL OFFICE FURNITURE NCG01538847462--M-VMW-G11PLR-X-X-X-STD-MW WAVEWORKS, 18DX30W, SURFACE, RECTANGULAR, HPL M:MAIN VMW:SOFTENED,MIDTOWN G11PLR:GROMMET,PLATINUM,RIGHT X:NO WIRE MANAGER X:NO MODIFIED DEPTH (STANDARD) X:NO MODIFIED WIDTH (STANDARD) STD:STANDARD LAMINATE MW:MIDTOWN	123.00	5,166.00
422	42.00 Each	NATIONAL OFFICE FURNITURE NCG01538847470--M-X-X-MW WAVEWORKS, 60WX21H, MODESTY PANEL, LAMINATE M:MAIN X:NO MODESTY GROMMET X:NO MODIFIED WIDTH (STANDARD) MW:MIDTOWN	95.54	4,012.68
423	12.00 Each	NATIONAL OFFICE FURNITURE NST012456397883--L7-70121-STD-VRT2_150AE-L7-70121-L7-70121-X-X-MW DAVARI, GUEST, ARMS L7:GRADE L7 70121:DAVENPORT CREAM STD:STITCH-IT,BACK VRT2_150AE:VERTICAL,DBL,1.5,DK BROWN L7:GRADE L7 70121:DAVENPORT CREAM L7:GRADE L7 70121:DAVENPORT CREAM X:NO STITCH-IT,SEAT X:NO STITCH-IT MW:MIDTOWN	1,553.29	18,639.48
424	4.00	NATIONAL OFFICE FURNITURE	1,034.60	4,138.40



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	Each	NST01442983395--COM-SPECIAL-C3 DELGADO, PLYWOOD BACK, 4-PRONG HIGH PROFILE BASE, WOOD COM:CUSTOMER'S OWN MATERIAL SPECIAL:PRIMARY UPH PATTERN COLOR C3:HARD DUAL WHEEL,BLACK		
425	4.00 Each	NATIONAL OFFICE FURNITURE NST01442983395--COM-SPECIAL-MW-MW DELGADO, PLYWOOD BACK, 4-PRONG HIGH PROFILE BASE, WOOD COM:CUSTOMER'S OWN MATERIAL SPECIAL:PRIMARY UPH PATTERN COLOR MW:MIDTOWN MW:MIDTOWN	1,029.03	4,116.12
426	5.00 Each	KIMBALL SS42TTRNL--P-STD-807-491 FOOTPRINT, 42 DIAMETER, TABLE TOP, 1 3/16T, ROUND, HPL P:1/8" MOLDED VIN STD:STANDARD GROUP 1 807:SILICON EVOLV 491:DESIGNER WHITE LINEAR	244.03	1,220.15
427	1.00 Each	KIMBALL SS42TTRNL--P-STD-DF-DF FOOTPRINT, 42 DIAMETER, TABLE TOP, 1 3/16T, ROUND, HPL P:1/8" MOLDED VIN STD:STANDARD GROUP 1 DF:DRIFTWOOD DF:DRIFTWOOD	244.03	244.03
428	59.00 Each	KIMBALL TTBS72 TRAXX, 72L, SPACER FOR TRAXX MOUNTING OVERHEAD	18.31	1,080.29
429	56.00 Each	KIMBALL TTWMT72--STD-423 TRAXX, 72W, EXTRUSION, SET OF TWO STD:STANDARD GROUP 1,NON-METALLIC 423:CONCRETE	214.56	12,015.36
430	10.00 Each	KIMBALL TTWMT72--STD-440 TRAXX, 72W, EXTRUSION, SET OF TWO STD:STANDARD GROUP 1,NON-METALLIC 440:CLOUD	214.56	2,145.60
431	32.00 Each	KIMBALL TTXT721--STDM-501 FOOTPRINT, 72L, TRAXX, OVERHEAD WALL MOUNTING BRACKET STDM:STANDARD GROUP M,METALLIC 501:PLATINUM METALLIC	107.28	3,432.96
432	4.00 Each	NATIONAL OFFICE FURNITURE WW1228SSL--MW WAVEWORKS, 12DX28H, SUPPORT PANEL, LAMINATE MW:MIDTOWN	64.09	256.36
433	1.00 Each	NATIONAL OFFICE FURNITURE WW1572TSL--VMW-STD-MW	331.21	331.21



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		WAVEWORKS, 15DX72W, RECEPTION COUNTER KIT, HPL VMW:SOFTENED,MIDTOWN STD:STANDARD LAMINATE MW:MIDTOWN		
434	4.00 Each	NATIONAL OFFICE FURNITURE WW1572TSW--F-STD-MW WAVEWORKS, 15DX72W, RECEPTION COUNTER KIT, WOOD F:SOFTENED STD:STANDARD FINISH MW:MIDTOWN	341.55	1,366.20
435	1.00 Each	NATIONAL OFFICE FURNITURE WW1730PUHL--6SN-X-KRS-MW-MW WAVEWORKS, 17DX30W, DOUBLE DOOR, UNDERSURFACE, LAMINATE 6SN:NANTUCKET,SATIN NICKEL X:NO GROMMET KRS:RANDOM CORE,INSTALLED,SILVER MW:MIDTOWN MW:MIDTOWN	415.19	415.19
436	6.00 Each	NATIONAL OFFICE FURNITURE WW1736LFM2L--6SN-G22-KS1B-MW-MW WAVEWORKS, 17DX36W, LATERAL FILE, UNDERSURFACE, 2 DRAWER, LAM 6SN:NANTUCKET,SATIN NICKEL G22:GROMMET,EXTENDED RADIUS KS1B:SPECIFY 1 BLACK CORE SEPARATE MW:MIDTOWN MW:MIDTOWN	511.13	3,066.78
437	2.00 Each	NATIONAL OFFICE FURNITURE WW1736LFM2L--6SN-G22-KS1S-MW-MW WAVEWORKS, 17DX36W, LATERAL FILE, UNDERSURFACE, 2 DRAWER, LAM 6SN:NANTUCKET,SATIN NICKEL G22:GROMMET,EXTENDED RADIUS KS1S:SPECIFY 1 SILVER CORE SEPARATE MW:MIDTOWN MW:MIDTOWN	511.13	1,022.26
438	6.00 Each	NATIONAL OFFICE FURNITURE WW1736PUHL--6SN-X-KRS-MW-MW WAVEWORKS, 17DX36W, DOUBLE DOOR, UNDERSURFACE, LAMINATE 6SN:NANTUCKET,SATIN NICKEL X:NO GROMMET KRS:RANDOM CORE,INSTALLED,SILVER MW:MIDTOWN MW:MIDTOWN	441.06	2,646.36
439	2.00 Each	NATIONAL OFFICE FURNITURE WW1736PUHL--6SN-X-KS1B-MW-MW WAVEWORKS, 17DX36W, DOUBLE DOOR, UNDERSURFACE, LAMINATE 6SN:NANTUCKET,SATIN NICKEL X:NO GROMMET KS1B:SPECIFY 1 BLACK CORE SEPARATE MW:MIDTOWN	429.53	859.06





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		MW:MIDTOWN		
440	1.00 Each	NATIONAL OFFICE FURNITURE WW1830WSSDL--M-VMW-X-X-X-STD-MW WAVEWORKS, 18DX30W, SURFACE, RECTANGULAR, HPL M:MAIN VMW:SOFTENED,MIDTOWN X:NO GROMMET X:NO WIRE MANAGER X:NO MODIFIED DEPTH (STANDARD) X:NO MODIFIED WIDTH (STANDARD) STD:STANDARD LAMINATE MW:MIDTOWN	115.04	115.04
441	1.00 Each	NATIONAL OFFICE FURNITURE WW1836WSSDL--E-VMW-X-X-X-STD-MW WAVEWORKS, 18DX36W, SURFACE, RECTANGULAR, HPL E:EXTENSION VMW:SOFTENED,MIDTOWN X:NO GROMMET X:NO WIRE MANAGER X:NO MODIFIED DEPTH (STANDARD) X:NO MODIFIED WIDTH (STANDARD) STD:STANDARD LAMINATE MW:MIDTOWN	127.78	127.78
442	3.00 Each	NATIONAL OFFICE FURNITURE WW1836WSSDL--M-VMW-X-X-X-STD-MW WAVEWORKS, 18DX36W, SURFACE, RECTANGULAR, HPL M:MAIN VMW:SOFTENED,MIDTOWN X:NO GROMMET X:NO WIRE MANAGER X:NO MODIFIED DEPTH (STANDARD) X:NO MODIFIED WIDTH (STANDARD) STD:STANDARD LAMINATE MW:MIDTOWN	127.78	383.34
443	6.00 Each	NATIONAL OFFICE FURNITURE WW1872WSSDL--M-VMW-X-X-X-STD-MW WAVEWORKS, 18DX72W, SURFACE, RECTANGULAR, HPL M:MAIN VMW:SOFTENED,MIDTOWN X:NO GROMMET X:NO WIRE MANAGER X:NO MODIFIED DEPTH (STANDARD) X:NO MODIFIED WIDTH (STANDARD) STD:STANDARD LAMINATE MW:MIDTOWN	221.33	1,327.98
444	1.00 Each	NATIONAL OFFICE FURNITURE WW1879VSWHLW--KS1B-STD-MW WAVEWORKS, 18WX79H, WARDROBE/STORAGE, LEFT, WOOD KS1B:SPECIFY 1 BLACK CORE SEPARATE STD:STANDARD FINISH MW:MIDTOWN	1,538.17	1,538.17



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445	1.00 Each	NATIONAL OFFICE FURNITURE WW1879VSWHRW--KS1B-STD-MW WAVEWORKS, 18WX79H, WARDROBE/STORAGE, RIGHT, WOOD KS1B:SPECIFY 1 BLACK CORE SEPARATE STD:STANDARD FINISH MW:MIDTOWN	1,538.17	1,538.17
446	53.00 Each	NATIONAL OFFICE FURNITURE WW2315PMBF2L--6SN-KS1B-MW-MW WAVEWORKS, 23DX15W, PEDESTAL, MOBILE, BOX/FILE, HPL 6SN:NANTUCKET,SATIN NICKEL KS1B:SPECIFY 1 BLACK CORE SEPARATE MW:MIDTOWN MW:MIDTOWN	575.62	30,507.86
447	10.00 Each	NATIONAL OFFICE FURNITURE WW2318PUFFL--6SN-X-KS1B-MW-MW WAVEWORKS, 23DX18W, PEDESTAL, FILE/FILE, UNDERSURFACE, LAMINATE 6SN:NANTUCKET,SATIN NICKEL X:NO GROMMET KS1B:SPECIFY 1 BLACK CORE SEPARATE MW:MIDTOWN MW:MIDTOWN	439.47	4,394.70
448	18.00 Each	NATIONAL OFFICE FURNITURE WW2328EPL--X-X-MW WAVEWORKS, 23DX28H, END PANEL, LAMINATE X:NO GROMMET X:NO MODIFIED DEPTH (STANDARD) MW:MIDTOWN	136.94	2,464.92
449	10.00 Each	NATIONAL OFFICE FURNITURE WW2330LFM2L--6SN-X-KS1B-MW-MW WAVEWORKS, 23DX30W, LATERAL FILE, UNDERSURFACE, 2 DRAWER, LAM 6SN:NANTUCKET,SATIN NICKEL X:NO GROMMET KS1B:SPECIFY 1 BLACK CORE SEPARATE MW:MIDTOWN MW:MIDTOWN	481.27	4,812.70
450	4.00 Each	NATIONAL OFFICE FURNITURE WW2448BEFW--F-G11SNC-STD-MW WAVEWORKS, 24DX48W, BRIDGE, HINGED MODESTY, WOOD F:SOFTENED G11SNC:GROMMET,SATIN NICKEL,CENTER STD:STANDARD FINISH MW:MIDTOWN	540.59	2,162.36
451	5.00 Each	NATIONAL OFFICE FURNITURE WW2448WSSDL--E-VMW-G11PLC-X-X-X-STD-MW WAVEWORKS, 24DX48W, SURFACE, RECTANGULAR, HPL E:EXTENSION VMW:SOFTENED,MIDTOWN G11PLC:GROMMET,PLATINUM,CENTER X:NO WIRE MANAGER	186.29	931.45



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		X:NO MODIFIED DEPTH (STANDARD) X:NO MODIFIED WIDTH (STANDARD) STD:STANDARD LAMINATE MW:MIDTOWN		
452	5.00 Each	NATIONAL OFFICE FURNITURE WW2448WSSDL--F-VMW-G11SNC-X-X-X-STD-MW WAVEWORKS, 24DX48W, SURFACE, RECTANGULAR, HPL F:FILLER VMW:SOFTENED,MIDTOWN G11SNC:GROMMET,SATIN NICKEL,CENTER X:NO WIRE MANAGER X:NO MODIFIED DEPTH (STANDARD) X:NO MODIFIED WIDTH (STANDARD) STD:STANDARD LAMINATE MW:MIDTOWN	186.29	931.45
453	23.00 Each	NATIONAL OFFICE FURNITURE WW2460RTFMW--F-X-STD-MW-462 WAVEWORKS, 24DX60W, TRAINING TABLE, FLIP/NEST, WOOD F:SOFTENED X:NO GROMMET STD:STANDARD FINISH MW:MIDTOWN 462:CINDER	1,003.15	23,072.45
454	1.00 Each	NATIONAL OFFICE FURNITURE WW2460WSSDL--F-VMW-G11SNC-X-X-X-STD-MW WAVEWORKS, 24DX60W, SURFACE, RECTANGULAR, HPL F:FILLER VMW:SOFTENED,MIDTOWN G11SNC:GROMMET,SATIN NICKEL,CENTER X:NO WIRE MANAGER X:NO MODIFIED DEPTH (STANDARD) X:NO MODIFIED WIDTH (STANDARD) STD:STANDARD LAMINATE MW:MIDTOWN	227.71	227.71
455	4.00 Each	NATIONAL OFFICE FURNITURE WW2466WSSDW--M--X-X-X-X-STD-MW WAVEWORKS, 24DX66W, SURFACE, RECTANGULAR, WOOD M:MAIN ~:Undefined X:NO GROMMET X:NO WIRE MANAGER X:NO MODIFIED DEPTH (STANDARD) X:NO MODIFIED WIDTH (STANDARD) STD:STANDARD FINISH MW:MIDTOWN	400.86	1,603.44
456	1.00 Each	NATIONAL OFFICE FURNITURE WW2472CLFL12--VMW-6SN-G11SNR-KS2B-STD-MW-MW-MW WAVEWORKS, 24DX72W, CREDENZA, LEFT PED, BBF, FF, HPL VMW:SOFTENED,MIDTOWN 6SN:NANTUCKET,SATIN NICKEL G11SNR:GROMMET,SATIN NICKEL,RIGHT	1,231.26	1,231.26



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		KS2B:SPECIFY 2 BLACK CORE SEPARATE STD:STANDARD LAMINATE MW:MIDTOWN MW:MIDTOWN MW:MIDTOWN		
457	3.00 Each	NATIONAL OFFICE FURNITURE WW2472CLFW12--F-6SN-G11SNR-KS2B-STD-MW WAVEWORKS, 24DX72W, CREDENZA, LEFT PED, BBF, FF, WOOD F:SOFTENED 6SN:NANTUCKET,SATIN NICKEL G11SNR:GROMMET,SATIN NICKEL,RIGHT KS2B:SPECIFY 2 BLACK CORE SEPARATE STD:STANDARD FINISH MW:MIDTOWN	1,726.46	5,179.38
458	1.00 Each	NATIONAL OFFICE FURNITURE WW2472CRFW12--F-6SN-G11SNR-KS2B-STD-MW WAVEWORKS, 24DX72W, CREDENZA, RIGHT PED, BBF, FF, WOOD F:SOFTENED 6SN:NANTUCKET,SATIN NICKEL G11SNR:GROMMET,SATIN NICKEL,RIGHT KS2B:SPECIFY 2 BLACK CORE SEPARATE STD:STANDARD FINISH MW:MIDTOWN	1,726.46	1,726.46
459	5.00 Each	NATIONAL OFFICE FURNITURE WW2472WSSDL--M-VMW-G11PLL-X-X-X-STD-MW WAVEWORKS, 24DX72W, SURFACE, RECTANGULAR, HPL M:MAIN VMW:SOFTENED,MIDTOWN G11PLL:GROMMET,PLATINUM,LEFT X:NO WIRE MANAGER X:NO MODIFIED DEPTH (STANDARD) X:NO MODIFIED WIDTH (STANDARD) STD:STANDARD LAMINATE MW:MIDTOWN	257.15	1,285.75
460	5.00 Each	NATIONAL OFFICE FURNITURE WW2472WSSDL--M-VMW-G11SNL-X-X-X-STD-MW WAVEWORKS, 24DX72W, SURFACE, RECTANGULAR, HPL M:MAIN VMW:SOFTENED,MIDTOWN G11SNL:GROMMET SATIN NICKEL,LEFT X:NO WIRE MANAGER X:NO MODIFIED DEPTH (STANDARD) X:NO MODIFIED WIDTH (STANDARD) STD:STANDARD LAMINATE MW:MIDTOWN	257.15	1,285.75
461	1.00 Each	NATIONAL OFFICE FURNITURE WW2572DSTF3L--VMW-G11SNLR-STD-MW-MW-MW WAVEWORKS, 25DX72W, RECEPTION DESK SHELL, ACCENT, HPL VMW:SOFTENED,MIDTOWN G11SNLR:GROMMET,SATIN NKL,LEFT & RIGHT STD:STANDARD LAMINATE	1,277.42	1,277.42



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		MW:MIDTOWN MW:MIDTOWN MW:MIDTOWN		
462	4.00 Each	NATIONAL OFFICE FURNITURE WW2572DSTF3W--F-G11SNLR-STD-MW WAVEWORKS, 25DX72W, RECEPTION DESK SHELL, ACCENT, WOOD F:SOFTENED G11SNLR:GROMMET,SATIN NKL,LEFT & RIGHT STD:STANDARD FINISH MW:MIDTOWN	1,743.18	6,972.72
463	2.00 Each	NATIONAL OFFICE FURNITURE WW3060WSSDL--M-VMW-G11SNLR-X-X-X-STD-MW WAVEWORKS, 30DX60W, SURFACE, RECTANGULAR, HPL M:MAIN VMW:SOFTENED,MIDTOWN G11SNLR:GROMMET,SATIN NKL,LEFT & RIGHT X:NO WIRE MANAGER X:NO MODIFIED DEPTH (STANDARD) X:NO MODIFIED WIDTH (STANDARD) STD:STANDARD LAMINATE MW:MIDTOWN	275.47	550.94
464	1.00 Each	NATIONAL OFFICE FURNITURE WW3060WSSDL--M-VMW-G11SNR-X-X-X-STD-MW WAVEWORKS, 30DX60W, SURFACE, RECTANGULAR, HPL M:MAIN VMW:SOFTENED,MIDTOWN G11SNR:GROMMET,SATIN NICKEL,RIGHT X:NO WIRE MANAGER X:NO MODIFIED DEPTH (STANDARD) X:NO MODIFIED WIDTH (STANDARD) STD:STANDARD LAMINATE MW:MIDTOWN	257.15	257.15
465	5.00 Each	NATIONAL OFFICE FURNITURE WW3072WSSDL--M-VMW-G11PLLR-X-X-X-STD-MW WAVEWORKS, 30DX72W, SURFACE, RECTANGULAR, HPL M:MAIN VMW:SOFTENED,MIDTOWN G11PLLR:GROMMET,PLATINUM,LEFT & RIGHT X:NO WIRE MANAGER X:NO MODIFIED DEPTH (STANDARD) X:NO MODIFIED WIDTH (STANDARD) STD:STANDARD LAMINATE MW:MIDTOWN	322.04	1,610.20
466	48.00 Each	NATIONAL OFFICE FURNITURE WW3072WSSDL--M-VMW-G11SNLR-X-X-X-STD-MW WAVEWORKS, 30DX72W, SURFACE, RECTANGULAR, HPL M:MAIN VMW:SOFTENED,MIDTOWN G11SNLR:GROMMET,SATIN NKL,LEFT & RIGHT X:NO WIRE MANAGER X:NO MODIFIED DEPTH (STANDARD)	322.04	15,457.92



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		X:NO MODIFIED WIDTH (STANDARD) STD:STANDARD LAMINATE MW:MIDTOWN		
467	4.00 Each	NATIONAL OFFICE FURNITURE WW3638BCOL--MW WAVEWORKS, 36WX38H, BOOKCASE, OPEN, SET ON, LAMINATE MW:MIDTOWN	297.76	1,191.04
468	4.00 Each	NATIONAL OFFICE FURNITURE WW3679VHF2W--6SN-KS2B-STD-MW WAVEWORKS, 36WX79H, STORAGE/LATERAL FILE, WOOD 6SN:NANTUCKET,SATIN NICKEL KS2B:SPECIFY 2 BLACK CORE SEPARATE STD:STANDARD FINISH MW:MIDTOWN	2,885.26	11,541.04
469	2.00 Each	NATIONAL OFFICE FURNITURE WW3679VSHW--KS1B-STD-MW WAVEWORKS, 36WX79H, SHELF STORAGE, DBL DOOR, WOOD KS1B:SPECIFY 1 BLACK CORE SEPARATE STD:STANDARD FINISH MW:MIDTOWN	2,854.62	5,709.24
470	3.00 Each	NATIONAL OFFICE FURNITURE WW4808MPL--M-X-MW WAVEWORKS, 48WX8H, MODESTY PANEL, 1/3 HEIGHT, LAMINATE M:MAIN X:NO MODIFIED WIDTH (STANDARD) MW:MIDTOWN	86.38	259.14
471	1.00 Each	NATIONAL OFFICE FURNITURE WW48RDW--F-X-STD-MW WAVEWORKS, 48DIA, CONFERENCE TOP, ROUND, WOOD F:SOFTENED X:NO GROMMET STD:STANDARD FINISH MW:MIDTOWN	1,164.37	1,164.37
472	23.00 Each	NATIONAL OFFICE FURNITURE WW5211MPA9 WAVEWORKS, 52WX11H, MODESTY PANEL FOR 60W TABLE	325.23	7,480.29
473	5.00 Each	NATIONAL OFFICE FURNITURE WW5427MPL--M-X-X-MW WAVEWORKS, 54WX27H, MODESTY PANEL, FULL, LAMINATE M:MAIN X:NO MODESTY GROMMET X:NO MODIFIED WIDTH (STANDARD) MW:MIDTOWN	134.15	670.75
474	43.00 Each	NATIONAL OFFICE FURNITURE WW6008MPL--M-X-MW WAVEWORKS, 60WX8H, MODESTY PANEL, 1/3 HEIGHT, LAMINATE M:MAIN X:NO MODIFIED WIDTH (STANDARD) MW:MIDTOWN	101.91	4,382.13
475	1.00	NATIONAL OFFICE FURNITURE	156.45	156.45



## Proposal

Indeco - Houston  
805 E. 4th Avenue  
Belton, TX 76513  
Phone: 1-800-692-4256

Order Number	10618
Date	11/27/2023
Customer PO No	
Customer Name	Harris County Dept of Education
Salesperson	Ariel Persaud
Project Number	
Terms	NET 30
Page	63 of 64

	Each	WW6027MPL--F-G21-X-MW WAVEWORKS, 60WX27H, MODESTY PANEL, FULL, LAMINATE F:FILLER G21:HALF MOON GROMMET X:NO MODIFIED WIDTH (STANDARD) MW:MIDTOWN		
476	10.00 Each	NATIONAL OFFICE FURNITURE WW6608MPL--M-X-MW WAVEWORKS, 66WX8H, MODESTY PANEL, 1/3 HEIGHT, LAMINATE M:MAIN X:NO MODIFIED WIDTH (STANDARD) MW:MIDTOWN	114.24	1,142.40
477	4.00 Each	NATIONAL OFFICE FURNITURE WW6627MPL--M-X-X-MW WAVEWORKS, 66WX27H, MODESTY PANEL, FULL, LAMINATE M:MAIN X:NO MODESTY GROMMET X:NO MODIFIED WIDTH (STANDARD) MW:MIDTOWN	152.06	608.24
478	4.00 Each	NATIONAL OFFICE FURNITURE WW7227MPL--M-G21-X-MW WAVEWORKS, 72WX27H, MODESTY PANEL, FULL, LAMINATE M:MAIN G21:HALF MOON GROMMET X:NO MODIFIED WIDTH (STANDARD) MW:MIDTOWN	176.35	705.40
479	5.00 Each	NATIONAL OFFICE FURNITURE WW7227MPL--M-X-X-MW WAVEWORKS, 72WX27H, MODESTY PANEL, FULL, LAMINATE M:MAIN X:NO MODESTY GROMMET X:NO MODIFIED WIDTH (STANDARD) MW:MIDTOWN	160.03	800.15
480	1.00 Each	NATIONAL OFFICE FURNITURE WW7250HBH2GL--503-MW WAVEWORKS, 72WX50H, HIGHBACK ORGR, FULL BACK, DOORS, GLASS/ LAM 503:SATIN NICKEL METALLIC MW:MIDTOWN	1,909.97	1,909.97
481	4.00 Each	NATIONAL OFFICE FURNITURE WW7250HBH2GW--503-STD-MW WAVEWORKS, 72WX50H, HIGHBACK ORGR, FULL BACK, DOORS, GLASS/ WOOD 503:SATIN NICKEL METALLIC STD:STANDARD FINISH MW:MIDTOWN	2,066.82	8,267.28
482	2.00 Each	NATIONAL OFFICE FURNITURE WWN3669BCOFL--793 WAVEWORKS, 36WX69H, BOOKCASE, OPEN, FREESTANDING, LAMINATE 793:ACORN	482.08	964.16



## Proposal

Indeco - Houston  
805 E. 4th Avenue  
Belton, TX 76513  
Phone: 1-800-692-4256

Order Number	10618
Date	11/27/2023
Customer PO No	
Customer Name	Harris County Dept of Education
Salesperson	Ariel Persaud
Project Number	
Terms	NET 30
Page	64 of 64

483	2.00 Each	NATIONAL OFFICE FURNITURE WWN3669BCOFL--MW WAVEWORKS, 36WX69H, BOOKCASE, OPEN, FREESTANDING, LAMINATE MW:MIDTOWN	482.08	964.16
484	3.00 Each	NATIONAL OFFICE FURNITURE WWN48120BTL--VMW-CUT-G15LR-X-X-STD-MW WAVEWORKS, 48DX120W, CONFERENCE TOP, BOAT, HPL VMW:SOFTENED,MIDTOWN CUT-G15LR:CUTOUT-G15,LEFT & RIGHT X:NO MODIFIED DEPTH (STANDARD) X:NO MODIFIED WIDTH (STANDARD) STD:STANDARD LAMINATE MW:MIDTOWN	2,333.92	7,001.76
485	1.00 Each	NATIONAL OFFICE FURNITURE WWN48144RT2W--~CUT-G15LR-X-X-STD-MW WAVEWORKS, 48DX144W, CONFERENCE TOP, RECTANGLE, WOOD ~:Undefined CUT-G15LR:CUTOUT-G15,LEFT & RIGHT X:NO MODIFIED DEPTH (STANDARD) X:NO MODIFIED WIDTH (STANDARD) STD:STANDARD FINISH MW:MIDTOWN	3,023.40	3,023.40
486	1.00 Each	NATIONAL OFFICE FURNITURE WWN96RDW--F-CUT-G15C-STD-MW WAVEWORKS, 96DIA, CONFERENCE TOP, ROUND, WOOD F:SOFTENED CUT-G15C:CUTOUT ONLY-G15,CENTER STD:STANDARD FINISH MW:MIDTOWN	2,374.53	2,374.53
487	53.00 Each	NATIONAL OFFICE FURNITURE NAC1211D0 DELUXE DRAWER ORGANIZER	77.23	4,093.19
488	1.00 Each	Indeco Freight Freight Freight	35,968.73	35,968.73
489	1.00 Each	INDECO SALES S2IM 202 Mobile Instruction Center Crown Finish: Extex Body Finish: Wood Veneer	5,030.77	5,030.77
490	1.00 Each	INDECO SALES Restoration Hardware Conference Credenza	3,684.21	3,684.21
491	1.00 Each	Indeco Install Install Install	99,900.79	99,900.79

Order Sub-Total : \$1,516,131.08  
**TOTAL ORDER : \$1,516,131.08**

Please review the quotation and notify us if any changes are needed. Pricing is valid for 30 days from date above.  
Thank you for the opportunity to be of service!



## Regular Board Meeting

7. 3.

**Meeting Date:** December 13, 2023

**Title:** Approval of Microsoft Licensing Renewal Agreement

**Submitted For:** Christian Hoesel, Technology

**Submitted By:**

Simone Llorens

**Recommended Action:** Approve

**HCDE Goal(s):**

1. Impact education/respond to evolving needs  
4. Provide cost savings by leveraging tax dollars

**Additional Resource** Danielle Bartz, Dr. Jesus

**Personnel:** Amezcua, Dr. Edna Johnson, and Inga Ash

**Facilities/Technology** Technology

**Approval Needed?:**

---

### Information

#### Posted Agenda Item:

**Approval for Technology Services to purchase Microsoft campus licenses in the amount of \$275,198 from CDW-G (Job No.21/031KN-13) for the period of 02/01/2024 through 01/31/2025.**

#### Subject:

Microsoft Licensing Renewal Agreement

#### Rationale:

IT Services recommends renewing the 3-year Microsoft agreement which will allow HCDE to legally deploy and use various Microsoft software, including but not limited to: Windows 10, EndPoint Manager, Windows server, Azure Arc (server management), SQL Server (database), SharePoint/OneDrive (file storage), Exchange Online/Outlook (eMail), Office (Word, PowerPoint, Excel, OneNote), Project/Planner, Defender/Sentinel/Active Directory (security), Retention/eDiscovery/Data Loss Prevention, Power BI/Data Factory/Data Catalog (Dashboards/Reports), Power Apps/Forms/Lists/Dataverse (to develop low code applications), Power Automate/Logic Apps/Azure Automation (workflows), Visual Studio/App Services (development) and Microsoft Teams (collaboration/video conferencing/phone service).

---

### Fiscal Impact

#### Attachments

Microsoft

Microsoft Renewal

---

### Form Review

#### Inbox

Technology

Chief Information Officer

Purchasing

Purchasing Director

Assistant Superintendent - Business

Form Started By: Simone Llorens

#### Reviewed By

Christian Hoesel

Danielle Clark

Inga Ash

Edna Johnson

Jesus Amezcua

#### Date

11/20/2023 07:12 AM

11/21/2023 08:52 AM

11/27/2023 03:59 PM

11/28/2023 03:04 PM

11/30/2023

Started On: 11/17/2023 09:54 AM





Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

## QUOTE CONFIRMATION

**CHRISTIAN HOESEL,**

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

**Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NQSD314	11/24/2023	AZURE RNW	1877965	<b>\$84,000.00</b>

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Microsoft Windows Azure - prepayment - 1 license</a>	60	3031635	\$1,400.00	\$84,000.00
Mfg. Part#: 6QK-00001-12MO				
UNSPSC: 43233004				
Electronic distribution - NO MEDIA				
Contract: HCDE/Choice Partners Catalog Agreement (21/031KN-13)				

<b>SUBTOTAL</b>	\$84,000.00
<b>SHIPPING</b>	\$0.00
<b>SALES TAX</b>	\$0.00
<b>GRAND TOTAL</b>	<b>\$84,000.00</b>

PURCHASER BILLING INFO	DELIVER TO
<b>Billing Address:</b> HARRIS COUNTY DEPT. OF EDUCATION **** MUST SHIP COMPLETE **** 6300 IRVINGTON BLVD ACCOUNTS PAYABLE HOUSTON, TX 77022-5799 <b>Phone:</b> (713) 694-6300 <b>Payment Terms:</b> NET 30 Days-Govt/Ed	<b>Shipping Address:</b> HARRIS COUNTY DEPT. OF EDUCATION TECHNOLOGY 6005 WESTVIEW DR HCDE WAREHOUSE HOUSTON, TX 77055 <b>Shipping Method:</b> ELECTRONIC DISTRIBUTION
<b>Please remit payments to:</b>	
CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



### Sales Contact Info

**Ashley Zimdars** | (877) 689-5619 | [ashlzim@cdwg.com](mailto:ashlzim@cdwg.com)

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Hardware      Software      Services      IT Solutions      Brands      Research Hub

## QUOTE CONFIRMATION

**CHRISTIAN HOESEL,**

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

**Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NQSD291	11/24/2023	MS RNW	1877965	<b>\$191,198.14</b>

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Microsoft 365 A5 - subscription license - 1 user</a> Mfg. Part#: AAD-38400-12mo UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: HCDE/Choice Partners Catalog Agreement (21/031KN-13)	1175	5419414	\$131.58	\$154,606.50
<a href="#">Microsoft 365 A5 - subscription license - 1 user</a> Mfg. Part#: AAD-38405-D-12mo UNSPSC: 43231513 ** Contract #: HCDE/CP Catalog Agreement (18/056KD-13) Electronic distribution - NO MEDIA Contract: MARKET	4000	5419402	\$0.00	\$0.00
<a href="#">Power BI Premium EM3 - subscription license - 1 user</a> Mfg. Part#: GSS-00001-12MO UNSPSC: 43232314 Electronic distribution - NO MEDIA Contract: HCDE/Choice Partners Catalog Agreement (21/031KN-13)	1	4675719	\$10,360.78	\$10,360.78
<a href="#">Microsoft Project Online Essentials - subscription license (1 month) - 1 user</a> Mfg. Part#: 7HS-00001 UNSPSC: 43231507 ** Contract #: HCDE/CP Catalog Agreement (18/056KD-13) Electronic distribution - NO MEDIA Contract: MARKET	4000	4240400	\$0.00	\$0.00
<a href="#">Microsoft Project Online Professional - subscription license - 1 user</a> Mfg. Part#: 7MA-00001-12MO UNSPSC: 43231507 Electronic distribution - NO MEDIA	20	4304049	\$68.16	\$1,363.20

**QUOTE DETAILS (CONT.)**

Contract: HCDE/Choice Partners Catalog Agreement (21/031KN-13)

<a href="#"><u>Microsoft Project Online Premium - subscription license - 1 user</u></a>	10	4421539	\$133.52	\$1,335.20
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Mfg. Part#: 7TR-00001-12MO

UNSPSC: 43231507

Electronic distribution - NO MEDIA

Contract: HCDE/Choice Partners Catalog Agreement (21/031KN-13)

<a href="#"><u>Microsoft SQL Server Standard Core Edition License &amp; Software Assurance</u></a>	32	2670099	\$344.45	\$11,022.40
--	----	---------	----------	-------------

Mfg. Part#: 7NQ-00302

UNSPSC: 43232304

Electronic distribution - NO MEDIA

Contract: HCDE/Choice Partners Catalog Agreement (21/031KN-13)

<a href="#"><u>Skype for Business PSTN Domestic Calling - subscription license - 1 user</u></a>	2	4112246	\$169.31	\$338.62
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Mfg. Part#: LM7-00001-12MO

UNSPSC: 43233502

Electronic distribution - NO MEDIA

Contract: HCDE/Choice Partners Catalog Agreement (21/031KN-13)

<a href="#"><u>Microsoft Visio Pro for Office 365 (Plan A2) - subscription license - 1 use</u></a>	20	2968438	\$26.04	\$520.80
--	----	---------	---------	----------

Mfg. Part#: P4U-00001-12MO

UNSPSC: 43231507

Electronic distribution - NO MEDIA

Contract: HCDE/Choice Partners Catalog Agreement (21/031KN-13)

<a href="#"><u>Microsoft Visual Studio Professional with MSDN - license &amp; software assurance</u></a>	10	2380076	\$57.61	\$576.10
--	----	---------	---------	----------

Mfg. Part#: 77D-00110

UNSPSC: 43232402

Electronic distribution - NO MEDIA

Contract: HCDE/Choice Partners Catalog Agreement (21/031KN-13)

<a href="#"><u>MS EES VIVA SUITE P U</u></a>	25	6826693	\$29.02	\$725.50
--	----	---------	---------	----------

Mfg. Part#: IM4-00003-12MO

Electronic distribution - NO MEDIA

Contract: HCDE/Choice Partners Catalog Agreement (21/031KN-13)

<a href="#"><u>Microsoft Windows Server Datacenter Edition - license &amp; software assurance</u></a>	248	4296261	\$41.73	\$10,349.04
---	-----	---------	---------	-------------

Mfg. Part#: 9EA-00039-12MO

UNSPSC: 43233004

Electronic distribution - NO MEDIA

Contract: HCDE/Choice Partners Catalog Agreement (21/031KN-13)

<b>SUBTOTAL</b>	\$191,198.14
-----------------	--------------

<b>SHIPPING</b>	\$0.00
-----------------	--------

<b>SALES TAX</b>	\$0.00
------------------	--------

<b>GRAND TOTAL</b>	<b>\$191,198.14</b>
--------------------	---------------------

**PURCHASER BILLING INFO****DELIVER TO**

**Billing Address:**

HARRIS COUNTY DEPT. OF EDUCATION  
\*\*\*\* MUST SHIP COMPLETE \*\*\*\*  
6300 IRVINGTON BLVD  
ACCOUNTS PAYABLE  
HOUSTON, TX 77022-5799  
**Phone:** (713) 694-6300

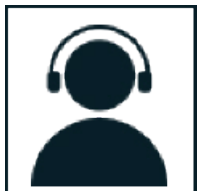
**Payment Terms:** NET 30 Days-Govt/Ed

**Shipping Address:**

HARRIS COUNTY DEPT. OF EDUCATION  
TECHNOLOGY  
6005 WESTVIEW DR  
HCDE WAREHOUSE  
HOUSTON, TX 77055  
**Shipping Method:** ELECTRONIC DISTRIBUTION

**Please remit payments to:**

CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515

**Sales Contact Info**

**Ashley Zimdars** | (877) 689-5619 | [ashlzim@cdwg.com](mailto:ashlzim@cdwg.com)

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## Regular Board Meeting

7. 4.

**Meeting Date:** December 13, 2023

**Title:** Imagine Learning, Inc., (BuyBoard #653-21)

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

**Submitted By:**

Nancy Argueta

**Recommended Action:** Approve

**HCDE Goal(s):**

1. Impact education/respond to evolving needs  
3. Advocate for learners through innovation  
4. Provide cost savings by leveraging tax dollars

**Additional Resource Personnel:** Jonathan Parker, Venetia Peacock

**Facilities/Technology Approval Needed?:** Technology

---

### Information

#### Posted Agenda Item:

**Approval of Service Agreement (expenditure) for Head Start/Early Head Start with Imagine Learning, Inc. (BuyBoard #653-21) for student licenses in an amount \$236,250 for the contract period of 12/17/2023 through 12/16/2026.**

#### Subject:

**Imagine Learning, Inc., (BuyBoard #653-21)**

#### Rationale:

Consider approval to purchase the Imagine Learning Language & Literacy Student License for a 3-year agreement from Imagine Learning.

---

### Fiscal Impact

#### Attachments

CPF

Before and After

1295

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### Form Review

#### Inbox

Head Start

Purchasing

Purchasing Director

Assistant Superintendent - Business

Form Started By: Nancy Argueta

Final Approval Date: 11/30/2023

#### Reviewed By

Venetia Peacock

Yaritza Roman

Edna Johnson

Jesus Amezcua

#### Date

11/20/2023 07:12 PM

11/28/2023 03:59 PM

11/28/2023 04:25 PM

11/30/2023

Started On: 11/17/2023 01:12 PM





# HARRIS COUNTY DEPARTMENT OF EDUCATION

## CONTRACT PROCESSING FORM (CPF)

Contract requires approval from: Superintendent ☐

Assistant Superintendent ☐

### SECTION 1 – CONTRACT INFORMATION

Funding Division Head Start	Today's Date 11/17/23	# Original Contracts 1	Expenditure/Revenue Budget Account Code (20 digits) TBD	
Contracting Party Imagine Learning.		RFP # (if applicable)	Is Contracting Party an Employee of HCDE? If yes, which division? <input type="checkbox"/> No <input type="checkbox"/> Yes, Division:	
Description of Services: Imagine Language & Literacy student license.				
Type of Contract Service Agreement	Contract Fiscal Year 2023-2024	HCDE Contract? No (Vendor Contract)	From: 12/17/2023	Term 12/16/2026

### SECTION 2 – CONTRACT TYPE

Expenditure contract less than \$75,000 (Check if Board Approval is Required)	Amount: \$236,250.00
---	----------------------

### SECTION 3 – COMPLIANCE WITH POLICY CH (LOCAL) PURCHASING AUTHORITY

The Board has approved entering into this contract for political/lobbying services. ☐ N/A ☐ No ☐ Yes – Click here to enter a date.

### SECTION 4 – CONTRACT REVIEW CHECKLIST

☐ This contract was previously reviewed by HCDE attorney (Note that all templates have been reviewed by attorney) – Skip to Section 5

☐ This contract was NOT previously reviewed by HCDE attorney (complete fields below)

Date I reviewed contract using the Contract Review Checklist: Click here to enter a date.

Exceptions Found? Click here to select one.

☒ This contract was reviewed by Purchasing.

☐ This contract was reviewed by Technology \_\_\_\_\_ (initials)

☐ This contract was reviewed by Facilities \_\_\_\_\_ (initials)

### SECTION 5 – REQUIRED ACKNOWLEDGEMENT AND SIGNATURES

I certify to the best of my knowledge that the information contained in this document is correct and complete. I further certify that the program and all activities related to the program will be conducted in accordance with all applicable federal, state, and local laws including regulations and contract guidelines created to ensure accomplishment of this objective.

In addition, I certify that the Contractor:

\_\_\_\_\_ will have direct, unsupervised contact with students on a regular basis.

\_\_\_\_\_X\_\_\_\_\_ will NOT have direct, unsupervised contact with students on a regular basis.

Employee Completing this form Nancy Argueta	Date 11/17/2023	Funding Division Director's signature <input checked="" type="checkbox"/> Venetia Peacock	Date Nov 21, 2023
--	--------------------	--	----------------------

### FOR PURCHASING DIVISION USE ONLY:

Contract Reviewer: <u>Dea Johnson</u>	Date: Nov 27, 2023
<input type="checkbox"/> Vendor Packet <input type="checkbox"/> Form 1295 <input type="checkbox"/> Vendor Certification <input type="checkbox"/> Resume <input type="checkbox"/> EICC Checklist <input checked="" type="checkbox"/> SAM's Check (Debarred <input type="checkbox"/> Yes <input type="checkbox"/> No)	
<input checked="" type="checkbox"/> Board Action Item – <input type="checkbox"/> Revenue <input type="checkbox"/> Expenditure <input type="checkbox"/> Grant <input type="checkbox"/> ILC	<input type="checkbox"/> Signed by Assistant Superintendent Date: _____
<input type="checkbox"/> Board Information Item Date: _____	<input type="checkbox"/> Returned to Division or: _____
<input type="checkbox"/> Contract Approved by Board Date: _____	Date Returned: _____
<input type="checkbox"/> Contract Signed by Superintendent Date: _____	<input type="checkbox"/> Additional Signatures Required – Return one original to Purchasing when obtained
<input type="checkbox"/> Expenditure Contract (For Approval Only) Date: _____	

NOTES:

Attached is the quote/SAM.gov, Addendum and Service Agreement.



# Price Quote

8860 E. Chaparral Rd  
Suite 100  
Scottsdale, AZ 85250  
877-725-4257

Date 10/31/2023  
Quote No. 307325  
Acct. No. 03:ha:TX:12205996  
Total \$236,250.00  
Pricing Expires 12/31/2023

Attn: Accounts Payable  
Harris County Department of Education  
6300 Irvington Blvd  
Houston TX 77022

BILL TO: AccountsPayable@hcde-texas.org

Payment Schedule				Contract Start	Contract End	
Multiyear discounted Solution Payment Schedule:				12/17/2023	12/16/2026	
Year 1 PO and Payment: \$ 126,000						
Year 2 PO and Payment: \$ 55,125						
Year 3 PO and Payment: \$ 55,125						
BuyBoard Ref # 653-21						

Site	Description	Comment	End Date	Per Unit	Qty	Amount
1.	Harris County Department of Education					
	Imagine Language & Literacy Student License		12/16/2026	\$450.00	750	\$337,500.00
						<b>Subtotal</b> \$337,500.00
						<b>Discount</b> (\$101,250.00)
						<b>Total</b> \$236,250.00

*Veneta Pascock*

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <https://www.imaginelearning.com/standard-terms-and-conditions>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

Harris County Department of Education

Imagine Learning Representative

Signature:

Print Name:

Title:

Date:

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to [AR@imaginelearning.com](mailto:AR@imaginelearning.com) or fax to 480-423-0213.



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All Words

e.g. 1606N020Q02

Select Domain  
All Domains



Filter By






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- ☒ Any Words 
- ☐ All Words 
- ☐ Exact Phrase 

e.g. 1606N020Q02

"Imagine learning"



Federal Organizations



Status

☒ Active☐ Inactive

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# SAM.gov

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## 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 Imagine Learning LLC. ("Contractor"), located in 8860 E Chaparral Rd Ste 100, Scottsdale, AZ 85250, 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 12/17/2023 and ending 12/16/2026 ("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 \$237,250.00 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 Administration *[funding source(s)]*. Payment for services rendered shall be allocated as follows: 100% funded by Administration *[funding source]*.

**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 Director of Headstart 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# 00/000AZ, 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 supercede 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.

**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.

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

Imagine Learning LLC

DocuSigned by:  
By: Kelly Staniec  
(Signature)

Harris County Department of Education

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

**EXHIBIT A**  
**SCOPE OF WORK**

<b>Contractor</b>	<b>HCDE</b>
<ul style="list-style-type: none"><li>• Provide annual Literacy Student Licenses for Imagine Learning Software 12/17/2023 to 12/16/2026</li></ul>	<ul style="list-style-type: none"><li>• Communication with vendor regarding software issues/concerns.</li></ul>

## **Ch. 22 Criminal History Records Contractor Certification: Contractor/Subcontractor Employees**

**Background:** Texas Education Code Chapter 22 requires that criminal history records be obtained regarding covered employees of entities that contract with a school district to provide services to the school district ("Contractors") and entities that contract with school district contractors ("Subcontractors"). Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors/Subcontractors shall (1) complete this form certifying compliance with the requirements of Texas Education Code Chapter 22 to HCDE; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22.

**Criminal history records will be obtained by either the Contractor/Subcontractor or HCDE, as follows:**

- (1) **Contractor/Subcontractor:** The only Contractors/Subcontractors who will be granted access to obtain criminal history record information are those "qualified school contractors" that (1) contract or subcontract to provide services to HCDE; and (2) are determined eligible by the Texas Department of Public Safety (DPS) to obtain criminal history record information under the National Child Protection Act of 1993 (34 U.S.C. § 40101 *et seq.*) (NCPA), specifically, those contractors/subcontractors who provide "care or care placement services" and are based in Texas, for an employee, applicant for employment, or volunteer of the "qualified school contractor." All "qualified school contractors" are required to obtain their covered employees' criminal histories, certify compliance to HCDE, and obtain similar certifications from their subcontractors. Before or immediately after employing or securing the services of a person who is a "covered employee" (as defined below) the Contractor/Subcontractor shall send or ensure that the employee sends to DPS all information that is required by DPS for obtaining the person's national criminal history record information, which may include (but is not limited to) a complete set of the person's fingerprints and a recent electronic digital image photograph of the person, as required by DPS. DPS shall obtain the person's national criminal history record information and report the results through the criminal history clearinghouse as provided by Texas Government Code 411.0845. For more information or to set up an account, Contractor/Subcontractor should contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474. Contractor/Subcontractor shall obtain all criminal history record information that relates to all covered employees through the criminal history clearinghouse as provided by Texas Government Code 411.0845. In addition, Contractor/Subcontractor shall require that each of its subcontracting entities obtains all criminal history record information that relates to its covered employees, if the subcontracting entity is also a "qualified school contractor." Contractor/Subcontractor shall: (1) provide HCDE with a fitness determination (as set forth below) as to each covered employee, based on all criminal history record information obtained; and (2) certify to HCDE that Contractor/Subcontractor has received all criminal history record information relating to a person who is employed by or under a current offer of employment by Contractor/Subcontractor.
- (2) **HCDE:** All Contractors/Subcontractors who are not "qualified school contractors" (in other words, all Contractors/Subcontractors who do not provide "care or care placement services" or are not based in Texas) are required to follow the instructions listed below, so that HCDE may obtain their covered employees' criminal history record information, as applicable. Contractor/Subcontractor shall also require that any of its subcontracting entities that are not "qualified school contractors" follow the instructions listed below, so that HCDE may obtain their covered employees' criminal history record information. **Contractor/Subcontractor is responsible for the payment of all fingerprinting costs. Should HCDE pay any costs of fingerprinting Contractor/Subcontractor employees, Contractor agrees to reimburse HCDE for such costs; in the event Contractor fails to reimburse**

**HCDE for the costs of fingerprinting Contractor/Subcontractor employees, Contractor agrees that HCDE may deduct such costs from any payment due and owing by HCDE to Contractor.**

**Definitions:**

- **Covered employees:** Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. HCDE will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.
- **Continuing duties related to contracted services:** Work duties that are performed pursuant to a contract to provide services to a school entity on a regular, repeated basis rather than infrequently or one-time only. *See* 19 Tex. Admin. Code §153.1101(2).
- **Direct contact with students:** The contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee. Contact with students that results from services that do not provide substantial opportunity for unsupervised interaction with a student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides substantial opportunity for unsupervised contact with students, which might include, without limitation, the provision of coaching, tutoring, or other services to students. *See* 19 Tex. Admin. Code § 153.1101(7).
- **Public Works Contractor:** An entity that contracts directly or subcontracts with an entity that contracts with a school district to provide construction services to the school district.
- **Exception for Certain Public Works Contractors' Employees and Applicants:** The criminal history record information requirements outlined above do not apply to an employee or applicant for employment of a public works contractor (as defined above) if: (1) the public work does not involve the construction, alteration, or repair of an instructional facility as defined by Texas Education Code Section 46.001; (2) the employee's duties will be completed not later than the seventh (7th) day before a new instructional facility will be used for instruction; or (3) for an existing instructional facility, the work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence at least six (6) feet high, and the Contractor adopts, informs employees of, and enforces a policy prohibiting employees and any subcontractor's employees from interacting with students or entering areas used by students.

**Disqualifying criminal history:**

- (1) a conviction or other criminal history information designated by HCDE; or (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: (a) conviction of a felony offense under Title 5, Texas Penal Code if at the time of the offense, the victim was under 18; (b) conviction of or placement on deferred adjudication community supervision for an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) conviction of an offense under federal law or the laws of another state that is equivalent to (a) or (b).

Types of Criminal History Record Information:

- National criminal history record information from the Texas Department of Public Safety criminal history clearinghouse. HCDE and/or Contractor/Subcontractor may obtain from any law enforcement or criminal justice agency all criminal history record information that relates to a covered employee.
- 

On behalf of Imagine Learning LLC ("Contractor/Subcontractor"), I, the undersigned authorized signatory for Contractor/Subcontractor, certify to Harris County Department of Education ("HCDE") (and, in the case of a Subcontractor, certify to Contractor and HCDE) that [**check one**]:

- [x] **OPTION A: Contractor/Subcontractor certifies that none of the employees of Contractor/Subcontractor are covered employees, as defined above.** For each covered employee who is employed by or under a current offer of employment by Contractor/Subcontractor, Contractor/Subcontractor certifies to HCDE that it will timely complete the "Contractor Criminal History Background Check Certification" form and submit such to HCDE. If this box is checked, I further certify that Contractor/Subcontractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Contractor/Subcontractor will ensure that these precautions or conditions continue to exist throughout the time that the contracted services are provided. If HCDE, in its sole discretion, determines that employees of Contractor/Subcontractor are *covered employees*, as defined above, Contractor/Subcontractor will provide HCDE with the name, date of birth, and any other requested information of such covered employees so that HCDE may obtain criminal history record information on the covered employees, upon request by HCDE.

Or

- [ ] **OPTION B: Contractor/Subcontractor certifies that some or all of the employees of Contractor/Subcontractor are covered employees, but the criminal history record information requirements do not apply to its employees or applicants for employment because:**

- (1) Contractor/Subcontractor is a public works contractor (an entity that contracts directly or subcontracts with an entity that contracts with a school district to provide construction services to the school district); **and**
- (2) the public work does not involve the construction, alteration, or repair of an instructional facility as defined by Texas Education Code Section 46.001; the employee's duties will be completed not later than the seventh (7th) day before a new instructional facility will be used for instruction; **or** for an existing instructional facility, the work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence at least six (6) feet high, and the Contractor adopts, informs employees of, and enforces a policy prohibiting



employees and any subcontractor's employees from interacting with students or entering areas used by students.

If this option is selected, Contractor/Subcontractor further certifies to HCDE that:

- (a) Contractor/Subcontractor shall ensure that the conditions or precautions that resulted in the determination that the criminal history record information requirements do not apply to its employees or applicants for employment continue to exist throughout the time that the contracted services are provided;
- (b) For each covered employee who is employed by or under a current offer of employment by Contractor/Subcontractor, Contractor/Subcontractor will timely complete the "Contractor Criminal History Background Check Certification" form and submit such to HCDE; and
- (c) If HCDE, in its sole discretion, determines that the conditions in paragraph (1) and/or (2) above are not satisfied as to Contractor/Subcontractor, Contractor/Subcontractor will provide HCDE with the name, date of birth, and any other requested information of its covered employees so that HCDE may obtain criminal history record information on the covered employees, upon request by HCDE.

Or

[ ] **OPTION C:** Contractor/Subcontractor certifies that some or all of the employees of Contractor/Subcontractor are covered employees, and Contractor/ Subcontractor is a "qualified school contractor." For each covered employee who is employed by or under a current offer of employment by Contractor/Subcontractor, Contractor/Subcontractor certifies to HCDE that it will timely complete the "Contractor Criminal History Background Check Certification" form and submit such to HCDE. If this option is selected, I further certify that:

- (1) Contractor/Subcontractor certifies to HCDE that Contractor/Subcontractor has received all criminal history record information relating to a person who is employed by or under a current offer of employment by Contractor/Subcontractor. Contractor/Subcontractor provides HCDE with the following fitness determination as to each covered employee, based on all criminal history record information obtained: None of the covered employees has a disqualifying criminal history.
- (2) If Contractor/Subcontractor at any time receives information that a covered employee subsequently has a reported disqualifying criminal history, Contractor/Subcontractor will immediately remove the covered employee from contract duties and notify HCDE in writing within 3 business days.
- (3) Upon request by HCDE, Contractor/Subcontractor will provide HCDE with the name, date of birth, and any other requested information of covered employees so that HCDE may obtain criminal history record information on the covered employees.

Or

[ ] **OPTION D:** Contractor/Subcontractor certifies that some or all of the employees of Contractor/Subcontractor are covered employees, and Contractor/Subcontractor is not a "qualified school contractor." If this option is selected, I further certify that:

- (1) For each covered employee who is employed by or under a current offer of employment by Contractor/Subcontractor, Contractor/Subcontractor certifies to HCDE that will timely complete the "Contractor Criminal History Background Check Certification" form and submit such to HCDE,

providing the following information regarding each covered employee as required by DPS in order to provide criminal history record information, so that HCDE may obtain the covered employees' criminal history record information: (a) Full name (first, middle, and last); (b) Date of birth; (c) Sex; (d) Social Security number; (e) number assigned to any form of unexpired identification card issued by Texas or another state, the District of Columbia, or a U.S. territory that includes the person's photograph; (f) if the employee has ever been fingerprinted by a public school district in Texas (and if so, the name of the school district); and (g) the person's written consent to the release of his or her criminal history record information.

- (2) Contractor/Subcontractor shall provide HCDE's "Texas Fingerprint Service Code Form" document to all covered employees and ensure that they schedule fingerprinting appointments in a timely manner. Contractor/Subcontractor shall be solely responsible to send or ensure that each covered employee sends to DPS all information that may be required by DPS for obtaining national criminal history record information, which may include, but is not limited to, a complete set of the person's fingerprints and a recent electronic digital image photograph of the person. Any covered employee whose criminal history record information is not received by HCDE at least ten (10) HCDE business days prior to the start of the services to be performed by Contractor/Subcontractor at HCDE is subject to exclusion from service, in HCDE's sole discretion, until his or her criminal history record information can be obtained and reviewed by HCDE. Contractor/Subcontractor is responsible for the payment of all fingerprinting costs. Because Contractor/Subcontractor is not a "qualified school contractor," it will not be permitted to view the criminal history record information obtained by HCDE.
- (3) DPS shall obtain the person's national criminal history record information and report the results through the criminal history clearinghouse as provided by Texas Government Code 411.0845. Contractor/Subcontractor agrees that HCDE will obtain all criminal history record information that relates to a covered employee through the criminal history clearinghouse as provided by Texas Government Code 411.0845. Contractor/Subcontractor agrees that HCDE will review each covered employee's criminal history record information, together with the employee's qualifications, background, and experience, based on information gathered by HCDE through the procurement and/or contracting processes, to determine, in HCDE's sole discretion, whether any covered employee(s) should be prohibited from serving at HCDE. HCDE will notify Contractor/Subcontractor of its determination.
- (4) If HCDE at any time receives information that a covered employee subsequently has a reported disqualifying criminal history or should be prohibited from serving at HCDE, in HCDE's sole discretion, for any other reason, including, but not limited to, the employee's qualifications, background, and experience, based on information gathered by HCDE through the procurement and/or contracting processes, HCDE will notify Contractor/Subcontractor of its determination. Contractor/Subcontractor will immediately remove the covered employee from contract duties.

**Upon contract award and/or initiation of PO/contract from HCDE, the winning proposer/Contractor shall complete HCDE's "Contractor Criminal History Background Check Certification" form,** providing the following information regarding each covered employee as required by DPS in order to provide criminal history record information, so that HCDE

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may obtain the covered employees' criminal history record information: (a) Full name (first, middle, and last); (b) Date of birth; (c) Sex; (d) Social Security number; (e) number assigned to any form of unexpired identification card issued by Texas or another state, the District of Columbia, or a U.S. territory that includes the person's photograph; (f) if the employee has ever been fingerprinted by a public school district in Texas (and if so, the name of the school district); and (g) the person's written consent to the release of his or her criminal history record information. Contractor/Subcontractor shall be solely responsible to send or ensure that each covered employee sends to DPS all information that may be required by DPS for obtaining national criminal history record information, which may include, but is not limited to, a complete set of the person's fingerprints and a recent electronic digital image photograph of the person.

If, during the term of the contract with HCDE, Contractor/Subcontractor employs additional covered employees or assigns new covered employees to perform services at HCDE, Contractor shall immediately notify HCDE and provide HCDE with all of the information listed in the preceding paragraph as to each additional covered employee, so that HCDE may obtain the additional covered employees' criminal history record information. If, during the term of the contract with HCDE, Contractor/Subcontractor ceases to employ a covered employee in connection with an HCDE contract, whose information was previously provided to HCDE, Contractor/Subcontractor shall immediately notify HCDE of the same and provide HCDE with each former covered employee's (a) Full name (first, middle, and last); (b) Date of birth; (c) Sex; (d) Social Security number; and (e) number assigned to any form of unexpired identification card issued by Texas or another state, the District of Columbia, or a U.S. territory that includes the person's photograph, so that HCDE may unsubscribe from that individual's criminal history record.

If HCDE, in its sole discretion, objects to the assignment of a covered employee for any reason, including, but not limited to, on the basis of the covered employee's criminal history record information and/or insufficient qualifications, lack of experience, and the like, based on information gathered by HCDE through the procurement and/or contracting processes, Contractor/Subcontractor agrees to discontinue using that covered employee to provide services at HCDE.

I also certify to HCDE (and, in the case of a Subcontractor, certify to Contractor and HCDE) on behalf of Contractor/Subcontractor that Contractor/Subcontractor has required its subcontractors to comply with Texas Education Code, Chapter 22 and obtained certifications from its subcontractors of such compliance. Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

DocuSigned by:  
  
31f56c1cc5a3e5e

Vice President, Controller

November 17, 2023

Signature

Title

Date

**Ch. 22 Contractor/Subcontractor Certification Form under Section 13 of the contract**

### List of Covered Employees

DocuSigned by: <i>Kelly Stancie</i> 17536274-2023-11-17 14:55:15	Vice President, Controller	November 17, 2023
Signature	Title	Date

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# HCDE's "Texas Fingerprint Service Code Form"



**IdentoGO**  
By Morphotrust USA

Local Education Entities - Harris County Department of Education

Texas Fingerprint Service Code Form

**Service Name: Local Education Entities - Harris County Department of Education**

To schedule your ten-minute fingerprint appointment, simply visit  
**<https://uenroll.identogo.com>** and enter the following Service Code

**11FJ5N**

When prompted, please provide or enter the following Agency Number **TX922641Z**

## Background Check Waiver

I certify that all information I provided in relation to this criminal history record check is true and accurate. I authorize the Texas Department of Public Safety (DPS) to access Texas and Federal criminal history record information that pertains to me and disseminate that information to the designated Authorized Agency or Qualified Entity with which I am or am seeking to be employed or to serve as a volunteer, through the DPS Fingerprint-based Applicant Clearinghouse of Texas and as authorized by Texas Government Code Chapter 411 and any other applicable state or federal statute or policy.

I authorize the Texas Department of Public Safety to submit my fingerprints and other application information to the FBI for the purpose of comparing the submitted information to available records in order to identify other information that may be pertinent to the application. I authorize the FBI to disclose potentially pertinent information to the DPS during the processing of this application and for as long hereafter as may be relevant to the activity for which this application is being submitted. I understand that the FBI may also retain my fingerprints and other applicant information in the FBI's permanent collection of fingerprints and related information, where all such data will be subject to comparisons against other submissions received by the FBI and to further disseminations by the FBI as may be authorized under the Privacy Act of 1974 (5 USC 552a). I understand my fingerprints will be searched by and against civil, criminal and latent fingerprints in the Next Generation Identification (NGI) system. I understand I am entitled to obtain a copy of any criminal history record check and challenge the accuracy and completeness of the information before a final determination is made by the Qualified Entity. I also understand the Qualified Entity may deny me access to children, the elderly, or individuals with disabilities until the criminal history record check is completed. If a need arises to challenge the FBI record response, you may contact the agency that submitted the information to the FBI, or you may send a written challenge request to the FBI's Criminal Justice Information Services (CJIS) Division at FBI CJIS Division, Attention: Correspondence Group, 1000 Custer Hollow Road, Clarksburg, WV 26606.



Don't have access to the Internet? You can still schedule an appointment by calling 888.467.2080

## **ADDENDUM TO SERVICES AGREEMENT FOR HEAD START**

THIS ADDENDUM to Services Agreement for HCDE Expenditures ("Addendum") shall amend, supplement, modify, delete and replace by substitution (or where applicable, be inserted as) the indicated provisions of the Agreement. Wherever the terms hereof are inconsistent with the Agreement, the terms hereof shall be controlling.

### **SUPPLEMENTARY TERMS OF AGREEMENT**

#### **1. Government Subcontract.**

A. This Addendum between HCDE and Contractor is entered into in support of, and subject to the requirements of, the following U.S. Government Contract(s), as applicable: Grant Award Numbers 06HE000969, 06TD000179, 06TD000167, 06CH011535, 06TDT0101, and 06TD000058, between HCDE and the U.S. Department of Health and Human Services ("HHS") and any amendment(s) thereto, as well as any U.S. Government Contract or grant award hereinafter given to HCDE (collectively, the "Prime Contract"), which are incorporated herein by reference for all purposes.

B. The Parties agree that the recitation of any requirement of the Prime Contract in this Addendum shall in no way affect those requirements of the Prime Contract not recited herein or constitute a waiver thereof by either Party.

C. Pursuant to the Prime Contract, the Prime Contract is subject to certain terms, conditions, and requirements, which are incorporated by reference herein for all purposes, including, but not limited to, the HHS Grants Policy Statement ("HHS GPS"). Unless an exception is specified, such terms, conditions, and requirements apply to Contractor and to a Subcontractor to the same extent that they apply to HCDE under the Prime Contract. Any reference herein to the obligations or requirements of the Prime Contract includes any and all such terms, conditions, and requirements.

D. In the event that Contractor enters into a Subcontract, Contractor must include in any such Subcontract all applicable terms, conditions, and requirements of the Prime Contract. Contractor must also include any additional requirements imposed by this Addendum. If required by the Prime Contract or by this Addendum, Contractor shall recite specific terms, conditions, and requirements in any Subcontract including, but not limited to, the terms of this Article 1.

E. The Parties agree that their performance under this Addendum shall comply with the requirements of the Prime Contract at all times and that, in the event of a conflict between this Addendum and the requirements of the Prime Contract, the requirements of the Prime Contract shall control.

F. Contractor agrees that the mutual obligations of the Parties created by the Prime Contract constitute a contract between Contractor and HHS with respect to the matters covered in the Prime Contract.

G. Definitions. As used in the clauses referenced below and otherwise in this Addendum:

1. "Work" means the doing of all things described in, and all tasks reasonably related to the work and services required by this Addendum, whether completed or partially completed, and includes all skill, labor, materials and supplies, resources, supervision, equipment, services, all things necessary, proper, or incidental to the carrying out and completion of the terms of this Addendum, and all other items of cost or value needed to perform and fulfill Contractor's obligations under this Addendum.

2. "Government" means the federal government entity established by the United States Constitution, including any part or sub-part of the legislative, executive, or judicial branches thereof.
3. "Data" means recorded information, regardless of form or the media on which it may be recorded, and includes writings, films, sound recordings, pictorial reproductions, drawings, designs, or other graphic representations, procedural manuals, forms, diagrams, work flow charts, equipment descriptions, data files, data processing or computer programs (software), statistical records, and other research data.
4. "Research Data" means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, and excludes preliminary analyses; drafts of scientific papers; plans for future research; peer reviews; communications with colleagues; physical objects, such as laboratory samples, audio or video tapes; trade secrets; commercial information; materials necessary that a researcher must hold confidential until they are published, or similar information which is protected under law; and personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.
5. "Subcontractor" means a person or entity that has a direct contract with Contractor to perform a portion of the Work. The term "Subcontractor" is referred to throughout the Addendum as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a person or entity that has a direct contract with HCDE.
6. "Subcontract" means a direct contract between Contractor and a Subcontractor to perform a portion of the Work and does not include any contract to which HCDE is a party.
7. "Forced Labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
8. "Private Entity" means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25 and includes a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b), and a for-profit organization.
9. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the Trafficking Victims Protection Act of 2000 ("TVPA"), as amended (22 U.S.C. 7102).

## **2. Access to Records.**

Contractor shall retain financial records, supporting documents, statistical records, and all other records pertinent to this Addendum for a period of three years from the last day of the Term. The only exceptions to the aforementioned records retention requirements are the following:

1. If any litigation, dispute, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, dispute, or audit findings involving the records have been resolved and final action is taken.
2. Records for real property and equipment acquired with Federal funds shall be retained for three years after final disposition.

A. HHS, the Inspector General, Comptroller General of the United States, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records of Contractor that are pertinent to this Addendum, in order to make audits, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to Contractor's personnel for the purpose of interview and discussion related to such documents. The rights of access provided for in this Addendum are not limited to the required retention period, but shall last as long as the records are retained.

B. With respect to subcontracts under this Addendum, HHS shall retain the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of organizations expending HHS funds. Contractor agrees to include in any subcontract made under this Addendum the requirements of this Article.

### **3. Intellectual Property.**

A. Subject to the requirements of the Bayh-Dole Act of 1980, as implemented in 37 CFR part 401, and as amended by the Technology Transfer Commercialization Act of 2000 (P.L. 106-404), HCDE shall possess the legal ownership, right, and title to any Data, Research Data, writings, software, designs, materials, discoveries, inventions, or any other type of intellectual property made or conceived by Contractor or a Subcontractor in the course of or in connection with this Addendum. Contractor agrees to promptly and completely inform and disclose to HCDE all such Data, Research Data, writings, software, designs, materials, discoveries, inventions, or any other type of intellectual property that Contractor may have acquired during the Term of this Addendum that pertain or relate to the business of HCDE or to any work carried on by HCDE, whether conceived by Contractor or not. All such Data, Research Data, writings, software, designs, materials, discoveries, inventions, or any other type of intellectual property shall be the exclusive property of HCDE. Without waiving its rights to possess exclusive legal ownership to any and all intangible property acquired under this Addendum and expressly subject thereto, as to any intangible property for which HCDE does not become the exclusive legal owner, Contractor hereby grants a royalty-free, nonexclusive and irrevocable right to HCDE to reproduce, publish, prepare derivative works or otherwise use the work for HCDE's purposes, and to authorize others to do so.

B. Data Rights: In all cases, whether HHS funded all or part of the project or program resulting in the Data, the Government shall be given a royalty-free, nonexclusive, and irrevocable license for the Government to reproduce, publish, or otherwise use the Data and to authorize others to do so for Government purposes. Data developed by Contractor or a Subcontractor is also subject to this requirement.

C. Access to Research Data: As required by 45 CFR 74.36, Contractor and a Subcontractor must release Research Data first produced in a project supported in whole or in part with Federal funds that are cited publicly and officially by a Federal agency in support of an action that has the force and effect of law.

D. Contractor agrees to include in any subcontract made under this Addendum the requirements of this Article.



#### **4. Review of Progress and Site Visits.**

Contractor will meet all timelines mutually established by Contractor and HCDE. HCDE reserves the right to monitor the progress of Contractor. HHS, through authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by HHS on the premises of Contractor or a Subcontractor under this Addendum, Contractor shall provide and shall require its Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the Work.

#### **5. Trafficking in Persons.**

A. As used in this Article, "Employee" means either: (1) an individual employed by Contractor or by a Subcontractor under this Addendum who is engaged in the performance of the Work under this Addendum; or (2) another person engaged in the performance of the Work under this Addendum and not compensated by Contractor or by a Subcontractor under this Addendum including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

B. If Contractor is a Private Entity, Contractor, an Employee of Contractor, a Subcontractor under this Addendum, and an Employee of a Subcontractor under this Addendum may not:

1. Engage in severe forms of trafficking in persons during the period of time that this Addendum is in effect;
2. Procure a commercial sex act during the period of time that this Addendum is in effect; or
3. Use Forced Labor in the performance of this Addendum or subcontracts under this Addendum.

C. HCDE may immediately and unilaterally terminate this Addendum, without penalty, if Contractor or a Subcontractor under this Addendum that is a Private Entity:

1. Is determined to have violated a prohibition in paragraph B of this Article; or
2. Has an Employee who is determined to have violated a prohibition in paragraph B of this Article through conduct that is either:
  - a. Associated with performance under this Addendum; or
  - b. Imputed to Contractor or to a Subcontractor under this Addendum using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by 2 CFR part 376.

D. If Contractor is other than a Private Entity, HCDE may immediately and unilaterally terminate this Addendum, without penalty, if a Subcontractor under this Addendum that is a Private Entity:

1. Is determined to have violated an applicable provision in paragraph B of this Article; or
2. Has an Employee who is determined to have violated an applicable prohibition in paragraph B of this Article through conduct that is either:
  - a. Associated with performance under this Addendum; or

- b. Imputed to a Subcontractor under this Addendum using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented at 2 CFR part 376.

E. Regardless of whether Contractor and a Subcontractor under this Addendum is a Private Entity, Contractor and a Subcontractor under this Addendum must inform HCDE immediately of any information Contractor or a Subcontractor under this Addendum receives from any source alleging a violation of a prohibition in paragraph B of this Article.

F. HCDE's right to terminate unilaterally under this Article:

1. Implements section 106(g) of the TVPA, as amended (22 U.S.C. 7104(g)); and
2. Is in addition to all other remedies for noncompliance that are available to HCDE under this Addendum.

G. Contractor and a Subcontractor under this Addendum must include the requirements of paragraph B of this Article in any subcontract to this Addendum that Contractor or a Subcontractor under this Addendum makes with a Private Entity.

#### **6. Nondiscrimination.**

A. Contractor agrees not to discriminate against any of Contractor's employees or applicants for employment because of race, color, national origin, sex, religion, age, or handicap.

B. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352; 42 U.S.C. 2000d-1) and to file Form HHS 690, Assurance of Compliance. Contractor must recite the terms of this paragraph B in any Subcontract. Contractor is responsible for determining whether a Subcontractor has the required assurance on file and, if not, ensuring that it is on file.

C. Contractor agrees to comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101 et. seq.) as implemented by the Department of Health and Human Service regulations at 45 CFR 90. In the event Contractor passes on HHS financial assistance to any Subcontractor under this Addendum, this provision shall apply to any such Subcontractor, and the instrument under which the Federal financial assistance is passed to any such Subcontractor shall contain a provision identical to this provision.

D. Contractor agrees to comply with E.O. 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." In the event Contractor passes on HHS financial assistance to any Subcontractor under this Addendum, this provision shall apply to any such Subcontractor, and the instrument under which the Federal financial assistance is passed to any such Subcontractor shall contain a provision identical to this provision.

#### **7. Cost Principles.**

A. Contractor is subject to the Cost Principles stated in the HHS GPS that are otherwise applicable to its type of organization and to any requirements placed on it by HCDE in order for HCDE to comply with the terms and conditions of the Prime Contract.

B. Documentation: The basis for determining the valuation of personal services, materials, equipment, buildings, and land must be verifiable from the records of Contractor. Volunteer services, to the extent feasible, should be supported by the same level of documentation used by Contractor for its own employees, including time and attendance records.

C. HCDE may not approve any action or cost that is inconsistent with the purpose or terms and conditions of the Prime Contract. If an action by Contractor or a Subcontractor will result in a change in the project/program scope or budget requiring HHS approval, HCDE must obtain that approval from HHS before giving its approval to Contractor or a Subcontractor. Failure of HHS to grant such approval, and the repercussions thereof, shall not constitute a breach by HCDE of this Addendum.

D. Contractor must recite the requirements of this Article in any Subcontract.

E. In the event that any payment(s) to Contractor under this Addendum are subsequently disallowed by HHS or in the event that HCDE is required to refund any funding received from HHS or other granting 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 Addendum.

#### **8. Changes & Amendments.**

Contractor shall, at the request of HCDE, accept changes and amendments to this Addendum to incorporate additional provisions herein or to change provisions hereof, as HCDE may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract. If any such amendment to this Addendum causes an increase or decrease in the estimated cost of, or the time required for performance of any part of the Work under this Addendum, HCDE and Contractor will use their best efforts to mutually agree upon an equitable adjustment.

#### **9. Debarment and Suspension.**

Organizations or individuals that are suspended, debarred, declared ineligible, or voluntarily excluded from eligibility for covered transactions by any Federal department or agency cannot, during the period of suspension, debarment, or exclusion, receive HHS grants or be paid from HHS grant funds. As a condition of this Addendum, Contractor agrees, and must recite a requirement in any Subcontract, to comply with the requirements of 45 CFR part 76. This includes, but is not limited to, a requirement that, before entering into a covered transaction, Contractor or a Subcontractor must verify that the entity is not suspended, debarred, or otherwise excluded. This verification may be accomplished by checking the Excluded Parties Listing System. The Excluded Parties List System 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.

#### **10. Lobbying.**

This Article applies to the extent this Addendum or any Subcontract is expected to or exceeds \$100,000: Contractor and any Subcontractor are prohibited by 31 U.S.C. 1352, "Limitation on use of appropriated funds to influence certain Federal contracting and financing transactions," from using appropriated funds to pay any person for influencing or attempting to influence any officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, extension, continuation, renewal, amendment, or modification of the Prime Contract, this Addendum, any Subcontract, or any other Federal award. Contractor and a Subcontractor are required to certify that they have not made, and will not make, such a prohibited payment; will be responsible for reporting the use of non-appropriated funds for such purposes; and will include these requirements in any

Subcontract that will exceed \$100,000 and will obtain necessary certifications from those Subcontractors. Contractor and any Subcontractor shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. All such disclosures shall be forwarded to HCDE.

**11. Clean Air Act.**

This Article applies to the extent this Addendum or any Subcontract is expected to or exceeds \$100,000: Contractor and any Subcontractor must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to HHS and the appropriate Regional Office of the Environmental Protection Agency.

**12. Audit Requirements.**

This Article applies to the extent this Addendum or any Subcontract is expected to or exceeds \$300,000: Contractor and any Subcontractor must agree to comply with the audit requirements of OMB Circular A-133, as implemented by 45 CFR 74.26 and 92.26, or audit requirements stated in 45 CFR 74.26(d) and in the HHS GPS (for types of organizations to which OMB Circular A-133 does not directly apply).

**13. Termination.**

A. In the event that the Prime Contract is terminated, HCDE may immediately terminate this Addendum, by written notice to Contractor. Upon such termination, HCDE will be responsible for payment to Contractor of costs incurred prior to such termination only to the extent those costs are included in the final payment received by HCDE from HHS.

B. HCDE's right to terminate under this Article is in addition to all other remedies for noncompliance that are available to HCDE under this Addendum or provided by law or equity.

C. Contractor must submit a final invoice to HCDE within thirty days after the termination date.

**14. Ownership/Protection of HCDE's Confidential Information.**

A. To assist Contractor in the performance of Contractor's duties and Scope of Work, HCDE agrees to provide to Contractor training regarding HCDE's business methods and access to certain confidential and proprietary information and materials belonging to HCDE and/or to vendors of HCDE and/or participants in HCDE's programs or services (hereinafter "vendors and/or participants"). Such confidential and proprietary information and materials (collectively "Confidential Information") includes, without limitation and regardless of whether such information or materials is expressly identified as confidential or proprietary, the following: proposals, employee information, customer lists, vendor lists and relationships, participant lists, marketing strategies, certain financial information relating to HCDE or vendors and/or participants; plans of HCDE or vendors and/or participants; and other trade secrets and valuable, confidential information of HCDE or vendors and/or participants.

B. Contractor understands and agrees that all Confidential Information and every portion thereof constitutes valuable property of HCDE and/or vendors and/or participants, and Contractor further acknowledges the importance of maintaining the security and confidentiality of the Confidential Information.

C. Contractor agrees to keep the Confidential Information, and all documentation, access, and information relating thereto, strictly confidential. Specifically, Contractor agrees that, except as required for the conduct of HCDE's business or as expressly authorized in writing by HCDE, or as may be required by law or court order, Contractor:

- (1) will not disclose or provide access to Confidential Information to any third party;
- (2) will not copy Confidential Information for any reason;
- (3) will not remove Confidential Information from HCDE's premises;
- (4) will return to HCDE all Confidential Information in Contractor's possession upon completion of any Work for HCDE requiring Contractor to have access to such Confidential Information; and
- (5) return to HCDE all Confidential Information upon the termination of Contractor's relationship with HCDE for any reason.

D. The terms and conditions of this Article shall survive the termination of this Addendum.

**15. Compliance with Laws.**


Contractor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable, including, but not limited to, Title 2 CFR Part 200, Title 2 CFR Part 215, Title 2 CFR Part 220, Title 2 CFR Part 225, Title 2 CFR Part 230, Title 45 CFR Part 74, Title 45 CFR Part 75, Title 45 CFR Part 92, and Title 45 CFR Part 93. Contractor certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances, including those referenced in any HCDE vendor packet completed by Contractor, which is incorporated by reference herein.

Executed this **17th** day of **November, 2023**.

Harris County Department of Education

By: \_\_\_\_\_  
Name: Jesus Amezcua, PhD, CPA, RTSBA  
Title: Assistant Superintendent of Business Services

Imagine Learning LLC

By:  \_\_\_\_\_  
Name: Kelly Staniec  
Title: Vice President Controller

## HARRIS COUNTY DEPARTMENT OF EDUCATION INDEPENDENT ESTIMATE DETERMINATION

**Purpose:** Federal regulations require documentation of cost analysis or price analysis for every procurement action at or above \$250,000. As part of the analysis, the regulations require documentation of an independent estimate reached before receiving bids or proposals (see 2 C.F.R. § 200.323) or before receiving quotes or proposals from other governmental entities through an interlocal contract or a purchasing cooperative (see 2 C.F.R. § 200.318 (e)). The Independent Estimate Determination is a form used to document HCDE's estimated range of fair and reasonable costs for the goods and/or services to be acquired and to document the analysis **PRIOR** to seeking bids, proposals, or quotes. The form is kept as part of the procurement file along with the cost or price analysis, which is conducted after receiving proposals but before awarding a contract, to demonstrate that the procurement process was conducted in an open and fair manner and that HCDE received the most advantageous price.

**Instructions:**

1. Complete one (1) Independent Estimate Determination form **PRIOR** to either (1) advertising and receiving bids or proposals or (2) seeking quotes or proposals from other governmental entities through an interlocal contract or a purchasing cooperative, and complete all sections.
2. Provide a detailed discussion of your independent estimate and attach the required supporting information.
3. Sign in blue ink and date the form.
4. Maintain a copy in the procurement/contract file along with the cost or price analysis (as completed before contract award), subject to retention schedules.

**Prepared by:** Edna E. Johnson

**Date:** 11/13/2023

**Email:** Edna.Johnson@hcde-texas.org

**Phone Number:** x2104

**Division:** Procurement Services

**Subject:** Independent Estimate Determination

### PART I SCOPE AND/OR SPECIFICATIONS

*Please attach documentation reflecting the Scope or Proposal/Work and/or Specifications.  
The attached Scope of Proposal/Work and/or Specifications contains the following (check all that apply):*

For Goods/Equipment	For Services
<input type="checkbox"/> Estimated quantity of items and/or goods required	<input checked="" type="checkbox"/> List of services/responsibilities to be performed
<input type="checkbox"/> Detailed description of each item required	<input type="checkbox"/> Detailed list of deliverables/tasks required
<input type="checkbox"/> Specifications and/or drawings for materials required	<input type="checkbox"/> Anticipated contract term and start date
<input type="checkbox"/> Date items and/or goods are required	<input type="checkbox"/> Location of project
<input type="checkbox"/> Delivery address and point of contact	<input type="checkbox"/> Specifications, drawings, and/or pictures of job site or projected

	results
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## PART II INDEPENDENT ESTIMATE GUIDE

*Below is a guide for the completion of the Independent Estimate Determination. Please attach the documents requested under "items to include with independent estimate" to this Determination.*

Estimate Type	Items to Include with Independent Estimate	Where to Find Supporting Information
<b>Goods/Equipment</b>	<ol style="list-style-type: none"> <li>1. Product needed</li> <li>2. Estimated quantity</li> <li>3. Unit price</li> <li>4. Markups – overheads – profit</li> <li>5. Desired delivery schedule</li> <li>6. Warranty</li> </ol>	<ol style="list-style-type: none"> <li>1. Vendor survey/market survey</li> <li>2. Current or past contracts for the same or similar product</li> <li>3. Historical price and costs data</li> </ol>
<b>Services</b> (other than professional services, as defined by Tex. Educ. Code § 44.031(f) and/or Tex. Gov't Code Ch. 2254)	<ol style="list-style-type: none"> <li>1. Tasks you want done</li> <li>2. Types of people needed</li> <li>3. Positions required</li> <li>4. Estimated hours by position</li> <li>5. Salary/billing rates applied</li> <li>6. Prevailing wage rate category applied (if applicable)</li> <li>7. Profit/applied fee</li> <li>8. Direct expenses</li> <li>9. Completion schedule</li> </ol>	<ol style="list-style-type: none"> <li>1. Current or past contracts for similar services</li> <li>2. Other departments doing similar work</li> <li>3. Historical price and cost data</li> </ol>

## PART III INDEPENDENT ESTIMATE

*Please complete the following form.*

**This Independent Estimate is for:**      ☐ Goods/Equipment      ☒ Services

**Discussion of independent estimate before receiving bids or proposals including HCDE's estimated reasonable price range for the goods and/or services (attach additional explanation if necessary):** \_\_\_\_\_

The Head Start division is seeking a 3-Year subscription of an adaptive digital literacy and math curriculum. Attached is a contract with Imagine Learning which was executed in 2020.

**Goods/Equipment**

**Source Used to Develop Independent Estimate of Goods/Equipment (check all that apply and attach supporting documentation):**

- ☐ Vendor survey/market survey
  - ☐ Current or past contracts for the same or similar product
  - ☐ Historical price and costs data
  - ☐ Other (please specify source and attach supporting documentation): \_\_\_\_\_
- 
- 

**Services**

**Source Used to Develop Independent Estimate of Services (check all that apply and attach supporting documentation):**

- ☒ Current or past contracts for similar services
  - ☐ Other departments doing similar work
  - ☒ Historical price and costs data
  - ☐ Other (please specify source and attach supporting documentation): \_\_\_\_\_
- 
- 

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## PART IV ATTACHMENT CHECKLIST

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*The following required documentation is included as attachments to this Independent Estimate Determination (please check boxes to certify compliance with required documentation):*

- ☒ **Scope of Proposal/Work and/or Specifications (as required by Part I).**
- ☐ **For goods/equipment, documentation reflecting the following (as required by Part II):**
  - Product needed
  - Estimated quantity
  - Markups-overhead-profits
  - Unit price
  - Desired delivery schedule
  - Warranty
- ☒ **For services, documentation reflecting the following (as required by Part II):**
  - Tasks you want done
  - Types of people needed
  - Positions required
  - Estimated hours by position
  - Salary/billing rates applied
  - Prevailing wage rate category applied
  - Profit/applied fee
  - Direct expenses
  - Completion schedule
- ☒ **Documentation reflecting the source used to develop the independent estimate (as required by Part III).**
- ☐ **If applicable, additional supporting documentation (e.g., explanation of the process and/or sources used or explanation of the estimate reached). Please provide a brief explanation of the additional documents:**



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## PART V CERTIFICATIONS

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*I certify that I developed this independent estimate prior to receiving bids or proposals as required by 2 C.F.R. § 200.323. I further certify that, to the best of my knowledge and belief, the information provided above and attached hereto is true and correct and that the independent estimate reflects a necessary, fair, and reasonable range of costs or prices for the future procurement.*

Dr. Edna E. Johnson

Full Name of Individual Preparing Form

*Edna E. Johnson*

Signature

Date

### APPROVED:

Venetia Peacock

Level One: Full Name of Program Manager (Grant)

*Venetia Peacock*

Signature

11/17/2023

Date

Dr. Edna E. Johnson

\*Level Two: Full Name of Director of Purchasing

*Edna E. Johnson*

Signature

Date

Jonathan Parker

\*Level Three: Full Name of Assistant Superintendent for Program (grant)

*Jonathan Parker*

Signature

11/17/2023

Date

Dr. Jesus Amezcua

\*Level Four: Full Name of Assistant Superintendent for Business

*Jesus Amezcua*

Jesus Amezcua (Nov 17, 2023 20:20 CST)

Signature

11/17/2023

Date

\* Items above \$50,000



**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**CONTRACT PROCESSING FORM (CPF)**

Contract requires approval from: Superintendent ☐ Assistant Superintendent ☐

SECTION 1 – CONTRACT INFORMATION			
Funding Division Head Start	Today's Date 9/15/20	# Original Contracts 1	Expenditure/Revenue Budget Account Code (20 digits) 2890-11-XXX-99-901-64970000
Contracting Party Imagine Learning, Inc.		RFP # (if applicable)	Is Contracting Party an Employee of HCDE? If yes, which division? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Division:
Description of Services: 3-Yr subscription of an adaptive digital literacy and math curriculum for all HS children.			
Type of Contract Service Agreement	Contract Fiscal Year Select one.	HCDE Contract? No (Vendor Contract)	Term From: Upon Execution To: 2023
SECTION 2 – CONTRACT TYPE			
Expenditure contract greater than, or equal to \$50,000 (Needs Board Approval)		Amount: \$298,200.00	
SECTION 3 – COMPLIANCE WITH POLICY CH (LOCAL) PURCHASING AUTHORITY			
The Board has approved entering into this contract for political/lobbying services. <input type="checkbox"/> N/A <input type="checkbox"/> No <input type="checkbox"/> Yes –			
SECTION 4 – CONTRACT REVIEW CHECKLIST			
<input type="checkbox"/> This contract was previously reviewed by HCDE attorney (Note that all templates have been reviewed by attorney) – Skip to Section 5			
<input type="checkbox"/> This contract was NOT previously reviewed by HCDE attorney (complete fields below) Date I reviewed contract using the Contract Review Checklist: Exceptions Found? Click here to select one.			
<input type="checkbox"/> This contract was reviewed by Purchasing.			
<input type="checkbox"/> This contract was reviewed by Technology _____ (initials)			
<input type="checkbox"/> This contract was reviewed by Facilities _____ (initials)			
SECTION 5 – REQUIRED SIGNATURES			
I certify to the best of my knowledge that the information contained in this document is correct and complete. I further certify that the program and all activities related to the program will be conducted in accordance with all applicable federal, state, and local laws including regulations and contract guidelines created to ensure accomplishment of this objective. <u>Acknowledge by checking box and signing below.</u>			
Employee Completing this form <input checked="" type="checkbox"/> Sharon McBride <i>Sharon McBride</i>	Date 09/15/2020	Funding Division Director <input checked="" type="checkbox"/> Venetia L. Peacock <i>Venetia L. Peacock</i>	Date Sep 15, 2020
Submit a two-part NCR copy to Purchasing along with the signed original contracts			

FOR PURCHASING DIVISION USE ONLY:	
Contract Reviewer: <i>Kate</i>	Date: Sep 23, 2020
<input type="checkbox"/> Vendor Packet <input checked="" type="checkbox"/> Form 1295 <input type="checkbox"/> Vendor Certification <input type="checkbox"/> Resume <input type="checkbox"/> EICC Checklist <input type="checkbox"/> SAM's Check (Debarred) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<input checked="" type="checkbox"/> Board Action Item <input type="checkbox"/> Revenue <input type="checkbox"/> Expenditure <input type="checkbox"/> Grant <input type="checkbox"/> ILC	<input type="checkbox"/> Signed by Assistant Superintendent Date: Sep 23, 2020
<input type="checkbox"/> Board Information Item Date: Sep 23, 2020	<input type="checkbox"/> Returned to Division or: _____ Date Returned: Sep 23, 2020
<input type="checkbox"/> Contract Approved by Board Date: Sep 23, 2020	<input type="checkbox"/> Additional Signatures Required – Return one original to Purchasing when obtained
<input type="checkbox"/> Contract Signed by Superintendent Date: Sep 23, 2020	
<input type="checkbox"/> Expenditure Contract (For Approval Only) Date: Sep 23, 2020	
NOTES:  BA 9/16/2020 Form 1295 and Cost Estimate and Determination on file in Purchasing	

Imagine Learning - Math Subscription \$298,200.00 (Total Amount) \$99,400.00 = \$96.60 per Child PrePayment - \$198,800.00					
	Center	Total Enrollment	Amount of Money per Child	Total Amount	
1	Barrett	37	\$ 96.60	\$ 3,574.20	
2	Baytown EHS		\$ 96.60	\$ -	
3	Baytown HS	125	\$ 96.60	\$ 12,075.00	
4	Channelview	71	\$ 96.60	\$ 6,858.60	
5	Compton	108	\$ 96.60	\$ 10,432.80	
6	Coolwood	54	\$ 96.60	\$ 5,215.00	discounted \$1.40
7	Dogan	94	\$ 96.60	\$ 9,080.40	
8	Fifth Ward	74	\$ 96.60	\$ 7,148.40	
9	Fonwood	119	\$ 96.60	\$ 11,495.40	
10	Humble	71	\$ 96.60	\$ 6,858.60	
11	J D Walker	54	\$ 96.60	\$ 5,216.40	
12	LaPorte EHS		\$ 96.60	\$ -	
13	LaPorte HS	40	\$ 96.60	\$ 3,864.00	
14	Pugh	34	\$ 96.60	\$ 3,284.40	
15	Sheffield	108	\$ 96.60	\$ 10,432.80	
16	Tidwell EHS		\$ 96.60	\$ -	
17	Tidwell HS	40	\$ 96.60	\$ 3,864.00	
18	Irvington	0	\$ 96.60	\$ -	
		1029		\$ 99,400.00	

83848  
No RFR

298,200.00  
99,400.00  
198,800.00 - 4271-11-020-99-901  
64970000

Buy Back Board  
Contract #579-19

Hi Ms. Cecile

We can start this requisition now.

4271-11-020-99-901 64970000 GENERAL SUPPLIES FORWOOD  
4271-11-020-99-901 64970000 MEMBRSHIP DUES & LICENSIN

298,200.00

Please charge only \$99,400 and the remaining to 4271 14940000

Let me know if you have any questions or concerns

## Purchase Contract

**Agreement Terms:**

This purchase contract ("**Agreement**") documents a purchase made by Harris County Department of Education ("**Customer**") from Imagine Learning, Inc. ("**Company**"). In exchange for the consideration described on #163365 (a copy of which is attached hereto as "**Exhibit A**"), and subject to the terms (including product information, license numbers, payment amounts, payment deadlines, and rates for future years if applicable) listed thereon, Company will provide Customer access to the named education software products.

This Agreement may be revoked by Company if the conditions (such as deadlines for signature of this Agreement, deadlines for Company's receipt of a Customer-approved purchase order, etc.) outlined on **Exhibit A** are not met.

**Onboarding, Implementation, Training, and Support information:**

**Onboarding.** Once we receive your purchase contract, one of our Customer Experience Specialists will contact you to begin the onboarding process.

**Implementation and Training Services.** Customer's purchase of Company's software product(s) includes implementation and virtual training services. Any additional onsite training or professional development will be noted on **Exhibit A**.

**Support and Upgrades.** As part of Customer's purchase of licensed software under the Agreement, Company will, throughout the term of the Agreement, provide the following:

1. Imagine Learning Customer Care is available by telephone at 1-866-ILSUPPORT (1-866-457-8776) Monday through Friday, 6:00 a.m.–6:00 p.m. MST or by email at: [support@imaginelearning.com](mailto:support@imaginelearning.com).
2. Calls to Imagine Learning Customer Care by teachers, administrators, technicians, etc., are answered by a live support agent and handled immediately.
3. Other communications to the support team, including emails and after-hour messages, are answered within one business day.
4. Support services and upgrades are included at no additional charge for the duration of the contract's license term.
5. Company will provide updates to the licensed software product(s) on a regular basis; Customer will be notified regularly of new content and will receive newly developed content for the licensed product(s) when available.

ACCEPTED AND AGREED:

Harris County Department of Education

By:

  
Jesus Amezcua, Ph.D., CPA, RTSBA

Print:

Jesus Amezcua, Ph.D., CPA, RTSBA

Title:

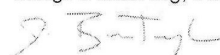
Assistant Superintendent of Business Services

Date:

Sep 30, 2020

Imagine Learning, Inc.

By:

  
J. Brent Taylor

Print:

J. Brent Taylor

Title:

Vice President, Finance

Date:

Sep 30, 2020

### **Thank you for choosing Imagine Learning!**

Any taxes, duties, and fees, included on this quote, are estimates only and are provided for planning purposes. Actual amounts will be invoiced.

For information about Imagine Learning's License Agreement, Terms of Use, and Privacy Policy, please visit our website or email: [privacy@imaginelearning.com](mailto:privacy@imaginelearning.com).

### Exhibit A

**Bill To**

Harris County Department of Education  
6300 Irvington Blvd  
Houston TX 77022

**Ship To**

Harris County Department of Education  
6300 Irvington Blvd  
Houston TX 77022

163365  
**Date** 7/30/2020  
**Valid Until** 10/28/2020  
**Partnership Manager** Doug Woodall

This proposal is provided as a courtesy to you, our customer. Please direct any questions to your Area Partnership Manager, at 713-632-5003 or [doug.woodall@imaginelearning.com](mailto:doug.woodall@imaginelearning.com).

BuyBoard Contract #579-19

Quantity	Item	Unit Price	Amount
700	Imagine Math 3-Year License valid three years from receipt of Purchase Order. This includes premier level support.	\$155.00	\$108,500.00
700	Imagine Language & Literacy 3-Year License valid three years from receipt of Purchase Order. This includes premier level support.	\$455.00	\$318,500.00
	Subtotal		\$427,000.00
	Discount - HCDE Headstart Students		(\$128,800.00)
<p>Licenses will be active upon receipt of PO in or before August 2020 or a signed contract received in or before July 2020</p> <p>Termination Clause:</p> <p>Term. The Term of this Agreement and Customer's access to the subscription, services, and any instructional services or professional development services will continue for the period indicated on the applicable quote, unless sooner terminated by Imagine for material breach. The Term of the Agreement begins and ends on the effective dates stated in the Quote ("Term") and Customer only has the right to use the products and/or service during the Term.</p> <p>Funding-Out Clause. If Customer is a governmental entity receiving federal funds, Customer's payment obligation may be conditioned upon the availability of funds that are appropriated or allocated by the applicable government agency. If funds are not allocated, Customer may terminate this Agreement at the end of the period for which funds are available. Customer must notify Imagine in writing at least thirty (30) calendar days before termination. Upon termination, Imagine will be entitled to a pro-rata portion of the fees for service performed up to the date of termination.</p> <p>Non-Payment of Fees. Imagine may terminate the Agreement and access to the products and/or service in the quote ten (10) days after Customer receipt of a notice of non-payment of amounts owed under that quote if the amounts remain unpaid.</p>			

### Thank you for choosing Imagine Learning!

Any taxes, duties, and fees, included on this quote, are estimates only and are provided for planning purposes. Actual amounts will be invoiced.  
For information about imagine Learning's License Agreement, Terms of Use, and Privacy Policy, please visit our website or email: [privacy@imaginelearning.com](mailto:privacy@imaginelearning.com).



Include the quote number (#163365) and Accounts Payable email on all Purchase Orders.  
Please fax, email or mail to:

Fax: (866) 507-9270  
Email: [PO@imaginelearning.com](mailto:PO@imaginelearning.com)  
Mail: Imagine Learning, Inc.  
382 W. Park Circle, Ste 100  
Provo, UT 84604

**Subtotal** \$298,200.00

**Tax Total** \$0.00

**Total** \$298,200.00

**Thank you for choosing Imagine Learning!**

Any taxes, duties, and fees, included on this quote, are estimates only and are provided for planning purposes. Actual amounts will be invoiced.  
For information about Imagine Learning's License Agreement, Terms of Use, and Privacy Policy, please visit our website or email:  
[privacy@imaginelearning.com](mailto:privacy@imaginelearning.com).

### **Exhibit B: Customer Onboarding**

Thank you for considering Imagine Learning as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to you. Once we receive your purchase order or purchase contract, one of our Customer Experience Specialists will contact you to begin the onboarding process. In order to ensure a successful and speedy implementation, please have the following information available for your Customer Experience Specialist:

1. Schools where the licenses will be utilized and approximate number of students using licenses at each school.
2. Target launch date, what is the desired start date for training and/or student access.
3. Rostering contact information
4. Rostering method

Learn more about [System Requirements](#) and how to make the [best rostering decision](#) for your school or district on our [Help Center](#).

### **Thank you for choosing Imagine Learning!**

Any taxes, duties, and fees, included on this quote, are estimates only and are provided for planning purposes. Actual amounts will be invoiced.

For information about Imagine Learning's License Agreement, Terms of Use, and Privacy Policy, please visit our website or email:  
[privacy@imaginelearning.com](mailto:privacy@imaginelearning.com).

## Harris County Department of Education



### DETERMINATION OF COST OR PRICE ANALYSIS (REASONABLENESS)

**Purpose:** Federal regulations require documentation of cost analysis or price analysis for every procurement action at or above \$250,000 (see 2 C.F.R. § 200.323). The Determination of Cost or Price Reasonableness form is used to document the analysis showing that the offered price is fair and reasonable. The form is kept as part of the procurement file to demonstrate that the procurement process was conducted in an open and fair manner and that HCDE received the most advantageous price. **This form is required by the Grant Director who is responsible for grant oversight and implementation of internal controls to meet the grant requirements.**

**Instructions:**

1. Complete a separate Determination of Cost or Price Reasonableness form for each vendor being recommended for contract award. Complete all sections.
2. Provide a detailed discussion of your price analysis or cost analysis. A Determination of Cost or Price Reasonableness form that lacks sufficient detail cannot be approved.
3. Sign in blue ink and date the form.
4. Maintain a copy on the grant file subject to retention schedules
5. Submit completed form to the Purchasing Director prior to contract award.

*An improperly completed and/or unsigned form will be returned to the Grant Director.*

**Prepared by:** Dr. Edna E. Johnson **Date:** 11/17/2023  
~~-(Grant Director)~~ (Procurement Director)  
**Email:** edna.johnson@hcde-texas.org **Phone Number:** 713-696-2104  
**Division:** Procurement Services  
**Subject:** Determination of Cost or Price Reasonableness

**Good or service to be acquired:** Multyear Language and Literacy Student License Agreement

**RFP #:** TASB BuyBoard #653-21

**Independent Estimate Produced before Receiving Bids or Proposals:** ☐ Yes (attach supporting document(s))

**Vendor:** Imagine Learning

**Amount:** \$236,250.00

(Attach written quotation or other information that documents the estimate of cost or price reasonableness)  
(As necessary include unit costs, rates, schedules, price estimates, and budgets, etc.)



**I. This expenditure is being made under one or more of the following (check those that apply and attach supporting documentation):**

- ☐ A. Sole source (as defined under TEC 44.031(j))
- ☐ B. Emergency procurement (as defined under TEC 44.031(h))
- ☒ C. Interlocal agreement or purchasing cooperative (TEC 44.031(a)(4) / Tex. Gov't Code Ch. 791; 2 C.F.R. § 200.318(e))
- ☐ D. Request for Quotations for goods or services at or above \$250,000 (HCDE has a procedure of procuring and securing quotes for items under \$50,000 and above \$2,500)
- ☐ E. Request for Proposals for goods or services at or above \$250,000 (HCDE has a policy of procuring goods and services valued at \$50,000 or above in accordance with TEC 44.031(a))
- ☐ F. Request for Quotations or Requests for Proposals (where the solicitation is publically posted) where only one (1) quote/proposal is received
- ☐ G. Professional services (as defined under TEC 44.031(f) and/or Ch. 2254 of the Tex. Gov't Code)
- ☐ H. Price adjustment to Purchase Order No. \_\_\_\_\_ or Contract No. \_\_\_\_\_ and already procured under item A – G)
- ☐ I. Extension of an existing contract past its initial term. Contract extension is allowed under procurement method or contract. Extension must adhere to CH Local requirements for board approval and rationale is beneficial to HCDE.

- ☐ J. Other condition (specify):
- 
- 

**II. Cost or price offered or fee negotiated is considered fair and reasonable for the following reason(s), and if applicable, is supported by attached documentation and/or a detailed discussion of the cost or price analysis (select at least one applicable situation):**

- ☒ Comparison of previous HCDE purchase order and contract prices with current proposed price, for the same or similar items. Both the validity of the comparison and the reasonableness of the previous price(s) have been established *Attach the referenced HCDE purchase orders/contracts, amounts, issuance dates, and how they are similar to the current purchase.*
  - ☐ Comparison with Vendor's published price lists, market prices, pricing indexes, and discount or rebate arrangements. *Attach published price list or other published pricing information used (a vendor's quotation or correspondence does not qualify as a published price list).*
  - ☐ Comparison of proposed price with independent cost estimates. *Attach estimates used.*
  - ☐ Comparison of proposed price with prices obtained through market research for the same or similar items. *Attach documentation of research conducted.*
  - ☐ Analysis of Offeror's cost information. *Attach cost information.*
  - ☐ The order is priced in accordance with existing HCDE Purchase Order No. \_\_\_\_\_ and/or HCDE Contract No. \_\_\_\_\_, which was competitively established.
  - ☐ Other reason (specify):
- 
-

**CERTIFICATION:**

*I certify that the information provided above is true and correct to the best of my knowledge and belief. I further certify that I have determined that the costs or prices proposed are necessary, fair, and reasonable.*

Dr. Edna E. Johnson

Full Name of Individual Preparing Form

*Edna E. Johnson*

Signature

11/17/2023

Date

**APPROVED:**

Venetia Peacock

Level One: Full Name of Program Manager (Grant)

*Venetia Peacock*

Signature

11/17/2023

Date

Dr. Edna E. Johnson

\*Level Two: Full Name of Director of Purchasing

Signature

Date

Jonathan Parker

\*Level Three: Full Name of Assistant Superintendent for Program (grant)

*Jonathan Parker*

Signature

11/17/2023

Date

Dr. Jesus Amezcua

\*Level Four: Full Name of Assistant Superintendent for Business

*Jesus Amezcua*

Jesus Amezcua (Nov 17, 2023 20:20 CST)

Signature

11/17/2023

Date

\* Items above \$50,000



# Price Quote

8860 E. Chaparral Rd  
Suite 100  
Scottsdale, AZ 85250  
877-725-4257

**Date** 10/31/2023  
**Quote No.** 307325  
**Acct. No.** 03:ha:TX:12205996  
**Total** \$236,250.00  
**Pricing Expires** 12/31/2023

Attn: Accounts Payable  
Harris County Department of Education  
6300 Irvington Blvd  
Houston TX 77022

BILL TO: AccountsPayable@hcde-texas.org

Payment Schedule	Contract Start	Contract End
Multiyear discounted Solution Payment Schedule: Year 1 PO and Payment: \$ 126,000 Year 2 PO and Payment: \$ 55,125 Year 3 PO and Payment: \$ 55,125 BuyBoard Ref # 653-21	12/17/2023	12/16/2026

Site	Description	Comment	End Date	Per Unit	Qty	Amount
1. Harris County Department of Education	Imagine Language & Literacy Student License		12/16/2026	\$450.00	750	\$337,500.00

**Subtotal** \$337,500.00  
**Discount** (\$101,250.00)  
**Total** \$236,250.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <https://www.imaginelearning.com/standard-terms-and-conditions>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

## Harris County Department of Education

## Imagine Learning Representative

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to [AR@imaginelearning.com](mailto:AR@imaginelearning.com) or fax to 480-423-0213.











# Imagine Learning - Before and After Forms - revised

Final Audit Report

2023-11-18

Created:	2023-11-17
By:	Edna Johnson (Edna.Johnson@hcde-texas.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAv528VzIV3H4I2hh9eI8pdv_BveQvPhdm

## "Imagine Learning - Before and After Forms - revised" History

-  Document created by Edna Johnson (Edna.Johnson@hcde-texas.org)  
2023-11-17 - 4:48:01 PM GMT
-  Document emailed to Venetia Peacock (vpeacock@hcde-texas.org) for signature  
2023-11-17 - 4:53:31 PM GMT
-  Document e-signed by Venetia Peacock (vpeacock@hcde-texas.org)  
Signature Date: 2023-11-17 - 6:30:47 PM GMT - Time Source: server
-  Document emailed to Jonathan Parker (jparker@hcde-texas.org) for signature  
2023-11-17 - 6:30:51 PM GMT
-  Email viewed by Jonathan Parker (jparker@hcde-texas.org)  
2023-11-18 - 0:30:33 AM GMT
-  Document e-signed by Jonathan Parker (jparker@hcde-texas.org)  
Signature Date: 2023-11-18 - 0:32:38 AM GMT - Time Source: server
-  Document emailed to Jesus Amezcua (jamezcua@hcde-texas.org) for signature  
2023-11-18 - 0:32:43 AM GMT
-  Email viewed by Jesus Amezcua (jamezcua@hcde-texas.org)  
2023-11-18 - 2:20:21 AM GMT
-  Document e-signed by Jesus Amezcua (jamezcua@hcde-texas.org)  
Signature Date: 2023-11-18 - 2:20:47 AM GMT - Time Source: server
-  Agreement completed.  
2023-11-18 - 2:20:47 AM GMT

**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:**  
2023-1095557

**Date Filed:**  
11/16/2023

**Date Acknowledged:**

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

Imagine Learning LLC  
Scottsdale, AZ 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.**

307325  
Imagine Language & Literacy Student Licenses

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Imagine Learning LLC	Scottsdale, AZ United States	X	

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

**6 UNSWORN DECLARATION**

My name is Leslie Sobon, and my date of birth is 11/17/64.

My address is 8860 East Chaparral Road, Suite 100, Scottsdale, AZ, 85250, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Maricopa County, State of Arizona, on the 16th day of November, 2023.  
(month) (year)

DocuSigned by:

*Leslie Sobon*

Signature of authorized agent of contracting business entity  
(Declarant)

**Regular Board Meeting****7. 5.****Meeting Date:** December 13, 2023**Title:** Informed K12**Submitted For:** Edna Johnson, Purchasing**Recommended Action:** Ratify**Submitted By:****HCDE Goal(s):**

Edna Johnson

1. Impact education/respond to evolving needs  
2. Deliver value responsibly  
4. Provide cost savings by leveraging tax dollars

**Additional Resource Personnel:** Dr. Amezcua, Dr. Johnson, Deisy Rubio**Facilities/Technology Approval Needed?:** Facilities

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

**Ratification of Service Agreement for Business Services with Informed K12 (Job no. 23/047DR) to provide software services (workflow forms) in the amount not to exceed \$150,000 for the contract period of 10/18/2023 through 10/17/2028.**

**Subject:**

Services Agreement with Informed K12

**Rationale:**

**Ratification of Service Agreement for Business Services with Informed K12 (Job no. 23/047DR) to provide software services in the amount not to exceed \$150,000 for the contract period of 10/18/2023 through 10/17/2028.**

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**Fiscal Impact****Attachments**Informed K12

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**Form Review****Inbox**

Purchasing Director (Originator)  
Purchasing  
Purchasing Director (Originator)  
Assistant Superintendent - Business  
Form Started By: Edna Johnson  
Final Approval Date: 11/30/2023

**Reviewed By**

Edna Johnson  
Deisy Rubio  
Edna Johnson  
Jesus Amezcua

**Date**

11/28/2023 03:59 PM  
11/28/2023 04:09 PM  
11/28/2023 04:25 PM  
11/30/2023  
Started On: 11/28/2023 03:34 PM



## AGREEMENT FOR PRODUCTS AND SERVICES

The terms contained herein ("Agreement") constitute a binding agreement by and between Emics, Inc., d/b/a Informed K12, Inc. ("Informed K12"), and Harris County Department of Education ("Customer" or "HCDE") signing up via this Agreement or any subsequent order form, purchase order or other similar document mutually agreed by the parties (collectively, each, an "Order Form"), and is effective as of 10/18/2023 (the "Effective Date").

1. **Entire Agreement.** This Agreement, the procurement solicitation issued by HCDE, Informed K12's proposal submitted in response to HCDE's procurement solicitation, and the attached and incorporated addendum or exhibits, if any, 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 Informed K12's proposal submitted in response to HCDE's procurement solicitation, RFP #23/047DR *Software Services* ("RFP"), this Agreement shall control. In the event of a conflict between the RFP issued by HCDE and Informed K12's proposal submitted in response to HCDE's RFP, HCDE's RFP 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 Informed K12 after the Effective Date of this Agreement. This Agreement governs: (a) HCDE's rights to access and use software made available under a software-as-a-service ("SaaS") delivery model for a term ("Services"); (b) HCDE's rights to support and/or maintenance services ("Support"); and (c) any professional consulting services ("Consulting Services").
2. **Services.**
  - 2.1. **Service License Grant.** Subject to the terms and conditions of this Agreement, Informed K12 hereby grants to HCDE a limited, nonexclusive, non-transferable license to access and use the Service during the Term, solely by the number of forms as set forth on the applicable Order Form, solely for internal and non-commercial purposes. With respect to SaaS Services, HCDE will receive, or Informed K12 will make available for HCDE to receive, all applicable updates, application packs, and releases that Informed K12 makes generally available during the Term..
  - 2.2. **Services & Support.** As mutually agreed by the parties on any Order Form or in a subsequent or concurrent written and executed Statement of Work ("SOW") to be attached hereto and made a part hereof, Informed K12 will also provide certain consulting services, support, or other similar professional services ("Consulting Services") in addition to the subscription Service. All Consulting Services will be paid in accordance with the applicable SOW and the terms of this Agreement.
3. **Data and Security.**
  - 3.1. **Customer Data.** Subject to, and without limiting the provisions set forth in Exhibit B (Data Protection Addendum), Informed K12 acknowledges and agrees that HCDE shall own all title to and ownership of the Customer Data. As used herein, "Customer Data" has the same meaning as HCDE Data as that term is defined in Exhibit B. HCDE hereby grants to Informed K12 a limited, non-exclusive license, during the Term, to use the HCDE Data within the Service in order to perform its obligations herein in accordance with Exhibit B (Data Protection Addendum).
  - 3.2. **Protection Of Personal Information and Data Security.** The applicable terms set forth in Exhibit B (Data Protection Addendum) are part of this Agreement.
4. **Payment Terms.** Invoices shall be directed to HCDE's Accounts Payable Department. All invoices shall be itemized to include the type of services rendered. Informed K12 shall submit invoices within a timely manner during HCDE's fiscal year in which the services are purchased. In accordance with Texas Government Code §2251.021, payments are due to Informed K12 within forty-five (45) days after the later of the following: (1) the date HCDE receives the services 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 services. Informed K12 agrees to pay any subcontractors, if any, the appropriate share of the payment received from HCDE not later than the tenth (10) day after the date Informed K12 receives the payment from HCDE. The exceptions to payments made by HCDE and/or Informed K12 listed in Texas Government Code §2251.002 shall apply to this Agreement. 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 Informed K12 by HCDE, whether due under this Agreement or any other agreement between HCDE (including any division of HCDE) and Informed K12, 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 Informed K12 to HCDE as a result of indemnification obligations, warranty claims, and/or HCDE/Choice Partners Administrative Fee(s) as applicable.
5. **Term; Termination.** The term length shall be through 10/17/2028 (the "Initial Term"). After such initial term, this Agreement shall automatically be renewed for successive one-year renewal terms (each, a "Renewal Term" and together with the Initial Term, the "Term"), unless either party opts out by giving written notice to the other party at least 30 days prior to the end of the then current term. Renewal of this Agreement, if any,

will be in accordance with Texas Local Government Code §271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Agreement or obligation imposed on HCDE by this Agreement, HCDE shall have the right to terminate this Agreement without default or liability to Informed K12 resulting from such termination, effective as of the expiration of each budget period of HCDE if it is determined by HCDE, in HCDE's sole discretion, that there are insufficient funds to extend this Agreement. This parties agree that this Agreement is a commitment of HCDE's current revenue only. In the event of a breach or default of the Agreement, HCDE reserves the right to enforce the performance of the Agreement in any manner prescribed by law or deemed to be in the best interest of HCDE. HCDE further reserves the right to terminate the Agreement immediately in the event Informed K12 fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in this Agreement, the RFP, and/or a purchase or work order; (2) make any payments owed; or (3) otherwise perform in accordance with this Agreement. HCDE also reserves the right to terminate the Agreement immediately, with written notice to Informed K12, if HCDE believes, in its sole discretion, that it is in the best interest of HCDE to do so. Informed K12 agrees that HCDE shall not be liable for damages in the event that HCDE declares Informed K12 to be in default or breach of this Agreement. Informed K12 further agrees that upon termination of the Agreement for any reason, Informed K12 shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or vendor. Furthermore, upon any termination of this Agreement, (a) HCDE shall promptly: (i) discontinue all use of the Service; (ii) download and store any necessary data retained on the Service; and (b) Informed K12 shall follow the applicable terms of Exhibit B (Data Protection Addendum).

6. Penalties. If Informed K12 fails to fulfill or abide by the terms and conditions of the Agreement, HCDE may take the following action(s), in HCDE's sole discretion, and Informed K12 agrees to comply with HCDE's action(s):
  - (a) Insist that Informed K12 honor the quoted price (s) specified in Informed K12's proposal to the RFP;
  - (b) Have Informed K12 pay the difference between Informed K12's price and the price of the next acceptable proposal as determined by HCDE;
  - (c) Have Informed K12 pay the difference between Informed K12's price and the actual purchase price of the good or service on the open market; and/or
  - (d) Recommend to HCDE's Board of Trustees that this Agreement be terminated.
7. Records Retention. Informed K12 shall maintain its records and accounts in a manner that shall assure a full accounting for all goods and/or services provided by Informed K12 to HCDE under this Agreement. These records and accounts shall be retained by Informed K12 and made available for audit by HCDE for a period of not less than three (3) years from the date of completion of the services, receipt of the goods, or the date of the receipt by HCDE of Informed K12's final invoice or claim for payment in connection with this Agreement, whichever is later. If an audit has been announced, Informed K12 shall retain its records and accounts until such audit has been completed.
8. Right to Audit. HCDE, upon written notice, shall have the right to audit all of Informed K12's records and accounts relating to this Agreement. Records subject to audit shall include, but are not limited to, records which may have a bearing on matters of interest to HCDE in connection with Informed K12's work for HCDE and shall be open to inspection and subject to audit and/or reproduction by HCDE or its authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:
  - (a) Informed K12's compliance with this Agreement and the requirements of the RFP;
  - (b) Compliance with HCDE procurement policies and procedures;
  - (c) Compliance with provisions for computing billings to HCDE; and/or
  - (d) Any other matters related to this Agreement.
9. Subcontractors. If Informed K12 uses subcontractors in the performance of any part of this Agreement, Informed K12 shall be fully responsible to HCDE for all acts and omissions of the subcontractors just as Informed K12 is responsible for Informed K12's own acts and omissions. Nothing in this Agreement shall create for the benefit of any such subcontractor any contractual relationship between HCDE and any such subcontractor, nor shall it create any obligation on the part of HCDE to pay or to see to the payment of any moneys due any such subcontractor except as may otherwise be required by law.
10. Taxes. HCDE is tax-exempt, and HCDE shall not pay taxes for goods and/or services provided under this Agreement. Informed K12 represents and warrants that it shall pay all taxes or similar amounts resulting from this Agreement, including, without limitation, any federal, state, or local income, sales or excise taxes of Informed K12 or its employees. HCDE shall not be liable for any taxes resulting from this Agreement.
11. General Warranties.
  - 11.1 By Informed K12. All goods and/or services provided by Informed K12 under this Agreement are 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. Informed K12 warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including those detailed in the RFP and Informed K12's response to the RFP. In addition, Informed K12 warrants that goods and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Informed K12 shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, which result from either delivery or use of products and/or services which do not meet the specifications within this Agreement or the RFP. Informed K12 further warrants that the Consulting Services, if any, will be performed in a professional and workmanlike manner. Without limiting the generality of the foregoing, Informed K12 is not responsible for end user error, errors in inputs or for errors in



any Customer Data; Informed K12 does not independently verify the truthfulness or accuracy of any data or content input into the Service and is not responsible for the fraud, misrepresentation, negligence or misconduct of any end user or other third party. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by us or by third-party providers, or because of other causes beyond Informed K12's reasonable control.

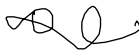
11.2 By HCDE. HCDE warrants that: (a) HCDE owns or has sufficient rights in and to the Customer Data and HCDE's Authorized Users to use, and permit use of, the Services, including the representations and warranties made above in connection with Proprietary Rights and Personal Information, (b) HCDE will comply with all Laws related to HCDE's use of the Services; and (c) the person executing the Agreement or any Order Form has authority to accept such Order Form and the Agreement on behalf of the HCDE.

12. Indemnification Obligations. To the extent permitted by the Constitution and laws of the State of Texas and without waiving any immunities under Texas or federal law, HCDE will indemnify and hold Informed K12 harmless from any costs, expenses, claims, liabilities, judgments, damages or losses, in each case arising out of (i) any breach by HCDE of this Agreement, including any representation, warranty or obligation herein; (ii) the HCDE Data or any other content, data or other materials input into the Service, or otherwise provided, by or on behalf of HCDE; (iii) any actual or alleged non-compliance by HCDE with applicable laws and regulations; or (iv) HCDE's actual or alleged violation of third party privacy rights, including without limitation any breach of the scope of the license granted herein. **INFORMED K12 SHALL INDEMNIFY AND HOLD HCDE HARMLESS FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM THE ACTS OR OMISSIONS OF INFORMED K12, INFORMED K12'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPY RIGHT OR OTHER CORRESPONDING RIGHTS(S) WHICH IS RELATED TO ANY ITEM INFORMED K12 IS REQUIRED TO DELIVERY. INFORMED K12'S OBLIGATIONS UNDER THIS CLAUSE SHALL SURVIVE ACCEPTANCE AND PAYMENT BY HCDE.**
13. Confidential Information. Each party acknowledges that by reason of the relationship created between the parties by this Agreement, it may have access to certain non-public information of substantial value concerning the other party's business, operations, strategic plans, customers, users, suppliers, technology, competition and employees ("Confidential Information"), which value would be impaired if such Confidential Information were disclosed to third parties or used other than for purposes expressly authorized hereunder. Without limiting the foregoing, but for avoidance of doubt, the terms of this Agreement, and any performance, warranty and like information relating to the Service (by whomsoever generated or communicated) will be considered Confidential Information of Informed K12. Accordingly, each party agrees (a) to maintain all Confidential Information received from the other, in whatever form disclosed, in strict confidence, (b) not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the disclosing party, and (c) not to use the Confidential Information of the other party except as required in the performance of its obligations or the exercise of its rights hereunder. The foregoing obligations shall not apply to Confidential Information of a disclosing party that, as can be reasonably demonstrated with admissible evidence by the receiving party: (i) is or becomes a matter of public knowledge though no action or omission of the receiving party; (ii) was rightfully in the receiving party's possession without restrictions on use or disclosure prior to its disclosure by the disclosing party; (iii) is rightfully obtained by the receiving party without an obligation of confidentiality from a third party who has no obligation of confidentiality, direct or indirect, to the disclosing party; (iv) is independently developed by the receiving party without reference to the disclosing party's Confidential Information; or (v) is required to be disclosed by a government authority, court or other authorized tribunal, and then only to the extent of such requirement and only after prompt notice of the requirement is given to the disclosing party. Notwithstanding any other language in this Agreement, the parties acknowledge that HCDE is obligated to strictly comply with the Texas Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Subject to, and without waiving Informed K12's rights under applicable law (including, but not limited to its right to object to disclosure of confidential, trade secret or other information protected by law pursuant to the Texas Public Information Act and other applicable law), upon the written request of HCDE, Informed K12 will promptly provide specified contracting information exchanged or created under this Agreement.
14. General.
- 14.1. Notices. All notices required or permitted under this Agreement shall be in writing and shall be sent by email, hand, overnight courier or mailed by certified or registered mail, postage prepaid, return receipt requested. Notices shall be deemed delivered on the date of delivery, if delivery occurs within normal business hours or on the next business day if delivery occurs outside of normal business hours. All communications will be sent to the respective addresses set forth below or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section.
- 14.2. Assignment. Neither party may not assign this Agreement or any of its licenses, rights or duties under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party. Subject to the previous sentence, the rights and liabilities of the parties hereto will bind and inure to the benefit of their respective successors and assignees. The Services shall at all times be hosted by or on behalf of Informed K12 on a server environment of its' choosing. Informed K12 reserves the right to change the server environment from time to time as it may deem fit or outsource hosting or other aspects of the Service in its sole discretion, so long as the Service continues to comply with the express requirements of this Agreement and the terms of Exhibit B (Data Protection Addendum).
- 14.3. Waiver. A waiver shall only be deemed to have been made if expressed in writing by the party granting such waiver and shall not be construed as a waiver of future performance of any such term.

- 14.4. Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement (or the performance of or access to the Service), other than payment obligations, due to causes that are beyond its reasonable control, including, but not limited to, an act of God, act of civil or military authority, fire, epidemic, flood, earthquake, riot, war, terrorism, sabotage, and governmental action. The parties to this Agreement are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other party in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Agreement has not been terminated. Delay or failure of performance, by either party to this Agreement, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. Neither party shall have any claim for damages against the other resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event Informed K12's performance of its obligations under this Agreement is delayed or stopped by a force majeure event, HCDE shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of HCDE's contractual, legal, or equitable rights.
- 14.5. Severability; Construction. If any provision of this Agreement shall be held by a court of law of competent jurisdiction to be unenforceable, the remaining provisions shall remain in full force and effect and, to the extent allowed and practicable, the unenforceable provision shall be modified so as to be enforceable consistent with its original intent and economic effect. The headings and captions used in this Agreement are for convenience only and shall not affect the interpretation of the provisions of this Agreement. The word "including" shall be construed non-exclusively, to mean "including but not limited to." The word "or" shall be construed inclusively, to mean that one or more of the options may occur. This Agreement and any amendment hereto may be executed in counterparts, each of which shall be deemed an original and both of which together shall constitute one instrument.
- 14.6. Governing Law and Jurisdiction; Attorneys' Fees. This Agreement shall be governed by and construed under the laws of the State of Texas without regard to conflict of laws provisions. The federal and state courts sitting in Harris County, Texas shall have exclusive jurisdiction and venue to adjudicate any dispute arising out of this Agreement, and each party hereto expressly consents to the personal jurisdiction of such courts and waives any objection to venue, including the objection of forum non conveniens. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.
- 14.7. No Substitution. Any order issued pursuant to this Agreement shall conform to the specifications and descriptions identified in this Agreement and in the RFP. Unless otherwise agreed to in advance by HCDE, Informed K12 will not deliver substitutes without prior authorization from HCDE.
- 14.8. No Agency or Endorsements. HCDE and Informed K12 are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of the other party. This Agreement shall not be construed or deemed an endorsement of a specific company or product. It is the intention of the parties that Informed K12 is independent of HCDE and is 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 Informed K12 or HCDE and any of Informed K12's agents. Informed K12 agrees that HCDE has no responsibility for any conduct of any of Informed K12's employees, agents, representatives, contractors, or subcontractors.
- 14.9. Modifications to Terms. Any modification or amendment to this Agreement must be in writing and signed by each party's authorized representatives. No terms in any purchase order or other document delivered by HCDE shall be deemed to amend the terms of this Agreement and any such additional or inconsistent terms shall be deemed unacceptable to and rejected by Informed K12.

IN WITNESS WHEREOF, this Agreement has been executed below by the parties' duly authorized representatives effective as of the Effective Date first set forth above.

INFORMED K12

Signature:   
Print Name: Kurt Walker  
Print Title: VP - Partnerships  
Date: 11/27/2023

Notice Contact: Jennifer Bundy

Notice Address:  
555 12<sup>th</sup> Street, Suite 1670  
Oakland, CA 94607

Notice Email: [contracts@informedk12.com](mailto:contracts@informedk12.com)

HARRIS COUNTY DEPARTMENT OF EDUCATION

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Notice Contact \_\_\_\_\_

Notice Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice Email \_\_\_\_\_

## APPENDIX A: ORDER FORM

### Our Mission

At Informed K12, we're on a mission to build the single best workflow platform for K12 schools. One system that supports all HCDE forms and processes, from permission slips to personnel requisitions, significantly reducing cost from buying module after module and improving time training with one unified user experience.

### Expected Outcomes

Accountability and internal reconciliation

- Transparency for where things are in delivering resources to sites
- Identify and remove bottlenecks in current processes

Access to information for Cabinet and Board

- Report on any data year over year for any form or workflow across our schools and departments

Visibly improved service to our community and personnel

- Fast online/mobile access to services and requests for students, parents, and staff
- Less waiting time and routine administrative work for teachers, principals, and HCDE leaders
- Structured roll out of processes as included in the implementation package so sites and departments have enough interaction with the new system to learn quickly and see immediate results

Empowerment of HCDE staff to manage their own processes

- Given approval of HCDE Project Manager, enable your staff to create and maintain their own processes within licenses, with no additional cost for user seats

Project Team (to be determined prior to Confirmation Call) HCDE

Executive Sponsor

- Status reports: Will receive reports on baseline success metrics and sign off on major priority and launch decisions

HCDE Project Manager

- Convening Power: Schedules meetings with departments, responsible for Informed K12 announcements and training
- Decision making Power: Is or acts as an extension of Cabinet when making decisions about workflow design and rollout

Form owners are responsible for setup decisions and manage their department's workflows on a day to day basis

Informed K12 Implementation Lead

### Key Meetings

Pre-Kick Off Call (HCDE Executive Sponsor and HCDE Project Manager): \_\_\_\_\_

## **Software Package**

Number of Processes:	Pilot (10 Processes)	Cost: \$ 24,900.00
		Annual License Cost: \$24,900

Subscription Renewal Date: 10/01/2024

Pricing Expires: 11/30/2023

All software packages include:

- Unlimited Signatures interactive form fields, pre-filled data fields, conditional questions, and reusable templates to automatically collect, route, and track responses and approvals
- Unlimited HCDE Staff User Accounts
- Admin Support
- End User Support
- Help Center Access
- Continuous upgrades and extensive browser and device support

## **Implementation Package**

Implementation Package:	Number of Implemented Processes:	Cost: \$ 3,000.00
Small	10	Standard Implementation \$12,450 \$3,000 after applying eligible Innovative Mindset HCDE Credits of \$9,450

Implementation Timeframe:	4 Months
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Informed K12 reserves the right to charge additional service fees in the case of extended implementation, equal to \$1,500 for 2 additional months.

Start Month\*: November 2023

End Month\*: March 2024

*\*If required documents are not prepared, Informed K12 may need to reschedule the implementation timeframe in order to serve other clients.*

All implementation service packages include:

- Named Implementation Manager
- One session of Form Manager Training
- One session of Leadership Training (workflow approvers)
- One session of Secretary Training (workflow facilitators)
- One session of the adoption program (1:1 outreach from Informed K12 support team to HCDE form facilitators and approvers)

Implementation Terms:

HCDE is responsible for completing the kickoff readiness process prior to starting implementation. In the event that HCDE encounters delays in fulfilling the requisite steps of the kickoff process, the implementation timeline shall remain unaltered. Informed K12 may not be able to accommodate extended implementations due to rescheduling or other delays on the HCDE side (ex: providing required documents or training dates).

HCDE has the option to procure additional implementation time if desired.

In the event of a delay to implementation due to Informed K12 processes, HCDE is responsible for escalating concerns about the delay to [contracts@informedk12.com](mailto:contracts@informedk12.com).

**Other Service Packages**

Package:

Cost: \$

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BASE COST OF PACKAGE/SERVICE: \$ 27,900

Harris County Department of Education is receiving Innovative Mindset Credit pricing and is responsible for: 1) Hosting a lunch & learn; 2) Providing a testimonial reference to 3 nonpartners; 3) Presenting at a TASBO, TASA, or other conference/luncheon.

TAX (IF APPLICABLE): \$

Sales tax rate:

**TOTAL COST DUE: \$ 27,900.00**

Payment is due within 30 days of the execution of this Order form. For any billing questions, please email [contracts@informedk12.com](mailto:contracts@informedk12.com).

HCDE requests that invoices be submitted to:

Contact Name:

Email:

I agree to the terms as described above, including the package description and the total cost and payment terms, and authorize the Informed K12 to initiate the Software and Services package per this Order form.

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

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

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

## APPENDIX B: DRAFT SCOPE OF WORK

### *PRIORITY LIST*

PROCESS NAME	DEPARTMENT
Federal Documentation Request PAR	Business
Case Drawdown	Business
Accounts Receivable	Business
Fixed Asset Transfer	Business
Risk Assessment	Business
Fraud Prevention Model	Business
Termination Checklist	Business

PROJECT LEAD NAME	PROJECT LEAD EMAIL
Dr. Jesus Amezcua	jamezcua@hcde-texas.org

FORM OWNER NAME(S)	FORM OWNER EMAIL(S)
Marcia Leiva	mleiva@hcde-texas.org
Jorge Garza	jorge.garza@hcde-texas
Dr. Jesus Amezcua	jamezcua@hcde-texas.org

## EXHIBIT B

### DATA PROTECTION ADDENDUM

This DATA PROTECTION ADDENDUM (the "Addendum") is entered into by and between Emics, Inc. d/b/a Informed 12, Inc. (the "Vendor") and Harris County Department of Education ("HCDE") (collectively referred to herein as the "Parties" or individually as a "Party"), to address data privacy and protection of HCDE Data (as defined below), and is made part of that certain Order between the Parties dated (including all terms and conditions incorporated therein, the "Agreement") as of the effective date set forth in the Agreement (the "Effective Date") as a condition to Vendor's access to HCDE Data in connection with the Agreement. In the event of any conflicts or inconsistencies between or among this Addendum, the Agreement, and/or applicable law, the Parties agree that the requirement that affords the most protection to HCDE Data will supersede and prevail.

#### 1. Definitions

- a. "HCDE Data" means all information, including, but not limited to, business, administrative, financial, student, and personnel information, and work product or other intellectual property that is: (1) created by HCDE, its employees, contractors, agents, affiliates, students, parents, and users, or provided or otherwise made available to Vendor, its employees, agents, or subcontractors by HCDE, its employees, contractors, agents, affiliates, students, parents, and users through the Services or otherwise in connection with the Agreement, or (2) gathered by Vendor, its employees, agents, or subcontractors through the Services or other means (e.g., Vendor technology) in connection with the Agreement. HCDE Data includes, but is not limited to:
  1. Personal identifiers such as name, address, phone number, date of birth, Social Security number, identification number, persistent unique identifiers, and the like;
  2. Any personal information protected by law, including, but not limited to:
    - a. "personally identifiable information" and student "education records" as those terms are defined under the Family Educational Rights and Privacy Act, 20 USC 1232g, as amended ("FERPA");
    - b. "personal information" as that term is defined in the Children's Online Privacy Protection Act of 1998 ("COPPA");
    - c. "personal information" as that term is defined in the Protection of Pupil Rights Amendment ("PPRA");
    - d. "personally identifiable information" as that term is defined in the Individuals with Disabilities Education Act, as amended ("IDEA");
    - e. "covered information" as defined under Chapter 32, Subchapter D, Texas Education Code;
    - f. "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);
  3. Other financial account numbers, access codes, driver's license numbers;
  4. State or federal identification numbers such as passport, visa or state identity card numbers;
  5. Information that identifies an individual and relates to the physical or mental health or condition of the individual, the provision of health care to the individual, or payment for the provision of health care to the individual; and
  6. The types or categories of information expressly listed in Exhibit A attached hereto, if any. HCDE Data does not include information that has been "de-identified" as that term is defined by the U.S. Department of Education Privacy Technical Assistance Center for purposes of FERPA.
- b. "Contracted Third Party" means a subcontractor or other third party with whom the Vendor has contracted to provide Work for or on behalf of the Vendor for a School Purpose under the Agreement.
- c. "Mining HCDE Data" means to search through, access, manipulate, or extract HCDE Data for a purpose other than providing Work to HCDE for a School Purpose under the Agreement.
- d. "Securely Destroy" means taking commercially reasonable actions that render data written on physical or electronic media unrecoverable, including, but not limited to, actions that meet or

exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security (provided that, in accordance with NIST 800-88r1 guidance, Vendor shall comply with the level "purge" with a Cryptographic Erase (i.e., not a simple delete/erase that leaves the previous contents available until overwritten through normal use) while the media is still in operation and under the physical control of Vendor and "destroy" only when the media has reached end of life (EOL) and/or will no longer be under the physical control of Vendor) or, when applicable, the DoD 5220.22-M (3 pass) data sanitization method.

- e. "Security Incident" means an unauthorized release, disclosure or acquisition of HCDE Data that compromises the security, confidentiality or integrity of the HCDE Data maintained by Vendor in violation of applicable data protection laws.
- f. "Targeted Advertising" means presenting an advertisement to a student in which the advertisement is selected for the student based on information obtained or inferred over time from the student's online behavior, usage of applications, or covered information. The term does not include advertising to a student at an online location based on the student's visit to that location at that time, or in response to the student's request for information or feedback, without the retention of the student's online activities or requests over time for the purpose of targeting subsequent advertisements.
- g. "Work" means the products and/or services provided to HCDE by Vendor in connection with the Agreement.

Technical terms not defined herein that have a well-known technical or trade meaning, shall be held to have such recognized meaning.

- 2. Rights and License in and to HCDE Data.** The Parties agree that, as between them, all rights in and to HCDE Data shall remain the sole and exclusive property of HCDE, and HCDE hereby authorizes the Vendor to access, maintain, use, and disclose HCDE Data, subject to the terms and conditions of the Agreement, this Addendum, and applicable law, as reasonably necessary to provide the Work to HCDE under the Agreement. Vendor has no rights, implied or otherwise, to HCDE Data, except as expressly stated in this Addendum.

**3. Vendor's Use and Disclosure of HCDE Data.**

- a. Vendor shall access, maintain, use, and disclose HCDE Data, subject to the terms and conditions of the Agreement, this Addendum, and applicable law, as reasonably necessary to provide Work to HCDE under the Agreement.
- b. Vendor is prohibited from Mining HCDE Data unless such activity is permitted by law and expressly authorized by HCDE in advance in writing.
- c. Except as expressly permitted under this Addendum, Vendor will not disclose HCDE Data, including any goods, products, materials, documents, reports, writings, video images, photographs, papers, or software or computer images of any nature prepared by Vendor, its employees, agents, or subcontractors that incorporate HCDE Data, to any other person or entity.
- d. To the extent permitted by law, and as reasonably necessary to provide the Work to HCDE under the Agreement, Vendor may provide access to, export, transfer, or otherwise disclose HCDE Data to Vendor's employees and Contracted Third Parties; provided that: (1) prior to any such disclosure, the employee or Contracted Third Party receiving HCDE Data has agreed in writing to comply with data protection obligations substantially similar to, and in no event less restrictive than, those applicable to Vendor under the Agreement, this Addendum, and applicable law; (2) if the party receiving HCDE Data is a Contracted Third Party, Vendor's contract with any such Contracted Third Party: (i) prohibits the Contracted Third Party from using HCDE Data for any purpose other than providing the Work to HCDE under the Agreement, and (ii) requires the Contracted Third Party to implement and maintain reasonable procedures and practices designed to prevent disclosure of HCDE Data; and (3) the employee or Contracted Third Party does not further disclose HCDE Data except as may be authorized under the Agreement.
- e. Vendor shall, prior to disclosing HCDE Data, ensure that any Vendor employees, agents, and subcontractors who will have access to HCDE Data have, prior to any such access, undergone appropriate, commercially reasonable background screening and other screening as required by law, and that any such employees, agents, and subcontractors possess all necessary qualifications



and have read, understood, and received appropriate instruction as to how to comply with the requirements of the Agreement, this Addendum, and applicable law.

- f. Vendor will not otherwise access or use HCDE Data or share HCDE Data with or disclose it to any third party without the prior written consent of HCDE, except as required by law in accordance with Section 7 of this Addendum or as otherwise permitted under the Agreement.

#### **4. FERPA Acknowledgements.**

- a. Vendor acknowledges that, for purposes of the Agreement, it will be designated a “school official” with “legitimate educational interests” in “personally identifiable information” and student “education records”, as those terms have been defined under FERPA and its implementing regulations, and Vendor agrees to abide by the FERPA limitations and requirements imposed on school officials.
- b. The HCDE and Vendor expressly agree that: (1) the services/functions to be provided by Vendor are services/functions for which HCDE would otherwise use its own employees; (2) Vendor has been determined to meet the criteria set forth in HCDE's annual notification of FERPA rights for being a school official with a legitimate educational interest in “personally identifiable information” and student “education records” for purposes of the Work; (3) Vendor is under HCDE's direct control with respect to its access to, maintenance of, use of, and disclosure of “personally identifiable information” and student “education records”; and (4) unless Vendor has specific authorization from HCDE to do so and it is otherwise permitted by FERPA, Vendor will access and use “personally identifiable information” and student “education records” only for the purpose for which the disclosure was made and will not re-disclose “personally identifiable information” and student “education records” to other parties.
- c. To the extent that students or parents/guardians are required to accept or are otherwise made subject to any separate terms of use, privacy policies, or other agreement(s) (e.g., click-through agreements) in connection with the Work or the Agreement, Vendor shall ensure that no such agreement(s) (including any Contracted Third Party's agreement(s)) require the student or parent/guardian to waive any rights or other protections to which he/she may be entitled under FERPA. Any provision in such agreement(s) to the contrary shall be null, void, and without effect.

#### **5. Data Privacy and Security.**

- a. HCDE Data, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. Vendor will store and process HCDE Data in accordance with commercial best practices, including, but not limited to, implementing and maintaining appropriate administrative, physical, and technical safeguards and other security procedures and practices designed to protect such data from unauthorized access, deletion, disclosure, modification, and use. Such measures will be no less protective than those used to secure Vendor's own data of a similar type, and in no event less than commercially reasonable in view of the type and nature of the data involved. These requirements shall be extended by contract to all subcontractors and agents used by Vendor that have access to HCDE Data.
- b. Vendor will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing the Work under the Agreement and accessing, using, and disclosing HCDE Data in connection therewith.
- c. Without limiting the foregoing, Vendor agrees that Vendor, its agents, and subcontractors, as applicable, shall meet or exceed the following requirements in maintaining the privacy and security of HCDE Data in connection with the Agreement:
  - i. TIA 942 Class 4 Data Center Standards or a substantially similar standard;
  - ii. All electronic HCDE Data will be encrypted in transmission using industry-standard means; and
  - iii. All electronic HCDE Data stored on a mobile device, laptop, desktop or any other device will be encrypted at no less than AES 256-bit level encryption.
- d. Vendor shall, upon request, provide HCDE with a reasonably detailed written summary of the procedures Vendor, its agents, and subcontractors use to maintain and transmit HCDE Data.
- e. HCDE Data shall not be stored outside the United States without HCDE's prior written consent.
- f. Vendor will, at least daily, back up HCDE Data in a commercially reasonable manner and retain any such backups for a minimum of 12 months.

## **6. Security Incidents.**

- a. Response. Upon becoming aware of a Security Incident, Vendor will promptly, and within the time reasonably necessary for the Parties to comply with applicable legal requirements: (i) notify HCDE (in such manner as provided under the Agreement) to begin remediation of compromised data, (ii) reasonably investigate the Security Incident, and (iii) cooperate as reasonably requested with HCDE's investigation of and response to the Security Incident. Notices under this Section must be in writing and sent as provided in the Agreement, or as otherwise directed by a party in writing from time to time, and will be effective upon receipt by the intended recipient. Except as otherwise required by law, and without affecting Vendor's obligations under Section 6(b), below, HCDE will be solely responsible for providing any breach notification required by laws applicable to HCDE Data in connection with the Security Incident, and Vendor will not provide notice of the Security Incident directly to individuals whose personal information was involved, regulatory agencies, or other entities, without prior written permission from HCDE.
- b. Indemnification. To the fullest extent permitted by law, and in addition to any other remedies available to HCDE under contract, law, or equity, to the extent that any Security Incident arises or results from Vendor's, its employee's, agent's, or subcontractor's breach of this Addendum, or applicable data protection law, the Vendor hereby agrees to indemnify, hold harmless, and defend HCDE, its trustees, agents, employees, contractors, from and against any and all of the following claims, demands, causes of action, liability, fines, penalties, costs, damages, losses, judgments, and expenses actually incurred by HCDE: (1) all costs reasonably incurred by HCDE in connection with providing notification to individuals or entities whose information was compromised and to regulatory agencies or other entities as required by applicable data privacy law; (2) providing one year of credit monitoring to affected individuals where available if personal information exposed during the incident could be used to commit identity theft; and (3) any resulting fines or civil penalties imposed against HCDE in connection with the Security Incident

## **7. Response to Legal Orders, Demands or Requests for Data.**

- a. Except as expressly prohibited by law, Vendor will:
  - i. Promptly, and before disclosing any HCDE Data, notify HCDE, in writing, of any subpoenas, warrants, or other orders, demands or requests received by Vendor, its employees, agents, or subcontractors seeking HCDE Data;
  - ii. Reasonably consult with HCDE regarding Vendor's response, which may include, but is not limited to, directing the requestor to seek the information directly from HCDE, as appropriate;
  - iii. Cooperate with HCDE's reasonable requests in connection with efforts by HCDE to intervene and quash or modify the order, demand, or request; and
  - iv. Upon HCDE's written request, provide HCDE with a copy of its response.
- b. If HCDE receives a subpoena, warrant, or other order, demand, or request (including, but not limited to, a request for information pursuant to the Texas Public Information Act, FERPA, or similar law) seeking HCDE Data in the Vendor's, its employee's, agent's, or subcontractor's possession, custody, or control, HCDE will provide information regarding the request to Vendor and provide a reasonable deadline by which the Vendor must make available to HCDE records or information in Vendor's possession and control which are reasonably required for HCDE to timely respond to the request. Vendor will reasonably cooperate with HCDE's other requests in connection with HCDE's response.

## **8. Data Transfer/Destruction.**

- a. Upon termination of the Agreement, or as otherwise requested by HCDE in writing, Vendor shall ensure that all HCDE Data in Vendor's, its employees', agents', and subcontractors' possession, custody, or control is transferred or made available to HCDE as reasonably directed by HCDE.
- b. Transfer of HCDE Data, or making available HCDE Data, to HCDE shall occur within a reasonable period of time following termination of the Agreement or HCDE's written request. Vendor will use commercially reasonable efforts to ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of HCDE or its designated transferee, and to the extent reasonably technologically feasible, that HCDE will have access to HCDE Data during the transition.

- c. If HCDE requests destruction of any HCDE Data at any time, not later than sixty (60) days after the date of HCDE's request, Vendor shall Securely Destroy all such HCDE Data in its possession, custody, or control and ensure that all HCDE Data in the possession, custody, or control of Vendor's employees, agents, and subcontractors is Securely Destroyed at HCDE's sole expense. The Vendor agrees to provide documentation of data destruction to HCDE upon HCDE's reasonable request.
- d. Reserved.
- e. No assignment of this Addendum 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, provided that a change in the Vendor's sale or transfer of Vendor's business, including, but not limited to, a merger, sale of company assets or shares, reorganization, financing, change of control, or other transfer of Vendor's rights, obligations, and/or liabilities with respect to HCDE Data to a successor or other third party interest shall not require the consent of HCDE.
- f. Any successor-in-interest of the Vendor or assignee of the Agreement shall assume all of the Vendor's rights, interests, duties, obligations, and liabilities under this Addendum either by agreement or operation of law, and Vendor shall take reasonable actions necessary to ensure a smooth transition of Work and/or transfer of HCDE Data to such successor or assign.

## **9. Audits.**

- a. The HCDE reserves the right in its sole discretion to perform audits of Vendor, at HCDE's expense, and upon at least 45 days' prior written request, to ensure compliance with the terms of this Addendum. The Vendor shall reasonably cooperate, and shall ensure that any Vendor employees, agents and subcontractors reasonably cooperate, in the performance of such audits. Such audits shall only occur upon prior written notice to Vendor and in such a manner as to not unreasonably disrupt Vendor's operations.
- b. Vendor, or the data center(s) where Vendor maintains its systems and/or HCDE Data, will, at Vendor's or such data center's expense, conduct or have conducted at least annually, a/an:
  - i. American Institute of CPAs Service Organization Controls (SOC) 2 Type II audit, or other commercially reasonable security audit, which attests the data center's security policies, procedures, and controls;
  - ii. Commercially reasonable vulnerability scan of the Vendor's or data center's electronic systems and facilities that are used in any way to provide Work or process or maintain HCDE Data in connection with the Agreement; and
  - iii. Commercially reasonable formal penetration test of the Vendor's or data center's electronic systems and facilities that are used in any way to provide Work or process or maintain HCDE Data in connection with the Agreement.
- b. Additionally, the Vendor shall promptly modify its security measures as reasonably necessary based on those results in order to meet its obligations under the Agreement, this Addendum, and applicable law.

## **10. Compliance.**

- a. Except as otherwise specified in the Agreement or this Addendum, Vendor agrees to use commercially reasonable efforts to assist HCDE as necessary to maintain the privacy and security of HCDE Data in accordance with the Agreement, this Addendum, and applicable law, as such law may be amended from time to time.
- b. Vendor shall comply, and shall use reasonable commercial efforts to cause its employees, agents and subcontractors (including Contracted Third Parties) to comply with the relevant requirements of all state and federal laws, and regulations governing access to and use, maintenance, and disclosure of HCDE Data.
- c. Reserved.
- d. Upon the effective date of any amendment or issuance of laws, regulations, and guidance governing access to or use, maintenance, or disclosure of HCDE Data, this Addendum the Parties will cooperate in good faith to amend this Addendum to conform with such requirements. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits HCDE and Vendor, and their respective employees, subcontractors, and agents to comply with any such laws, regulations, and guidance.

**11. Term and Termination.**

- a. **Term.** This Addendum will become effective upon the Effective Date. Notwithstanding the termination of the Agreement, this Addendum will continue in full force and effect until all HCDE Data has been returned to HCDE or Securely Destroyed in accordance with Section 8.
- b. **Termination by HCDE.** Notwithstanding any contrary provision of the Agreement, HCDE may immediately terminate the Agreement, including this Addendum, for cause, without penalty, liability, or further obligation to Vendor, if the Vendor, its employee, agent, or subcontractor has breached a material term of this Addendum and fails to cure such breach within thirty (30) days after Vendor's receipt of written notice of such breach from HCDE.

**12. Marketing/Advertisement.** Vendor shall not use HCDE Data for advertising or marketing purposes or to engage in any activity prohibited under Chapter 32, Texas Education Code, such as: (1) Targeted Advertising if the target of the advertising is based on any information acquired by Vendor for a School Purpose in connection with the Agreement, (2) marketing educational products directly to a student's parent if the marketing is the result of the use of information obtained by Vendor for a School Purpose in connection with the Agreement, (3) using information created or gathered by Vendor in connection with the Agreement to create a profile about a student for a purpose other than a School Purpose, or 4) selling or renting HCDE Data. Any other use of HCDE Data for advertising or marketing purposes shall be strictly prohibited unless Vendor has obtained HCDE's prior written consent.

**13. Remedies.** The Parties agree that, in addition to any legal or equitable rights and remedies of HCDE under the Agreement, this Addendum, or applicable law, Vendor's, its employee's, agent's, or subcontractor's access to, disclosure of, or use of (or threat to access, disclose, or use) any HCDE Data in breach of the Agreement, this Addendum, or applicable law may cause irreparable harm, for which monetary damages would not provide adequate compensation, that justifies injunctive relief against such breach or threatened breach without proving actual damage or posting a bond or other security.

**14. Entire Agreement.** This Addendum and the provisions of the Agreement, if any, directly concerning the privacy and security of HCDE Data provided to the Vendor in the course and scope of providing the Work to HCDE constitute the entire agreement between the Parties regarding such subject matter and supersede any and all prior and contemporaneous representations, discussions, negotiations, and agreements—oral or written—by and between the Parties. The HCDE expressly rejects any other agreements, terms, conditions, or policies, including, any terms of use, licensing agreements, privacy policies, or other agreements or understandings, that may be pre-published on any Vendor order acknowledgments, invoices, or forms, or otherwise provided by Vendor or any third party in connection with the Work, whether electronic, click-through, verbal, or in writing, regardless of any agreement thereto by HCDE employees or agents, and any such agreements shall be null, void, and without effect unless properly executed by HCDE and incorporated into this Addendum in a valid amendment hereto.

**15. Amendment.** The Parties may not alter or amend this Addendum, except by agreement in writing properly executed by all Parties.

**16. Severability.** If any provision of this Addendum is determined to be illegal or unenforceable, then that provision shall be deemed stricken, and all remaining provisions shall remain in full force and effect.

**17. Immunities.** Nothing in this Addendum shall be construed to create a claim or cause of action against HCDE for which it is not otherwise liable, nor to waive any immunity or defense to which HCDE, its trustees, officers, or employees may be entitled.

**18. Health Insurance Portability and Accountability Act. Not Applicable.**

**19. Choice of Law/Venue.** This Addendum is made and performable in Texas and shall be construed and enforced in accordance with, and shall be governed by, the laws of the State of Texas, without regard to choice of law principles. Any dispute arising from or related to this Addendum shall be brought in a

court of competent jurisdiction in Harris County, Texas, and the Parties hereby submit to and consent to the exclusive jurisdiction of said courts.

*Jennifer Bundy*

Vendor Authorized Signature

Jennifer Bundy

Printed Name

Head of Finance & Operations

Title

11/27/2023

Date

HCDE Authorized Signature

Printed Name

Title

Date

## EXHIBIT A to DATA PROTECTION ADDENDUM

### Instructions

Vendor shall identify the data being collected to provide the Work to HCDE. If HCDE Data is collected to provide the Work, check the boxes indicating the data type collected. If there is data collected that is not listed, use the "Other" category to list the data collected.

☐ We do not collect HCDE data to provide the Work

☒ We do collect HCDE data to provide the Work

Category of Data	Elements	Check if used by your system
Application Technology Metadata	IP Addresses of users, Use of cookies etc.	x
	Other application technology metadata - Please specify	
Application Use Statistics	Metadata on user interaction with application - Please specify	x
Assessment	Standardized test scores	
	Observation data	
	Other assessment data - Please specify	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications that are captured (emails, blog entries)	x
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, preferred, or primary)	
	Other demographic information - Please specify	

Employee Contact Information	Address	
	Email	x
	Phone	
Employee Identifiers	Local (School HCDE) ID number	
	State ID number	
	Social Security Number	
	Vendor/App assigned employee ID number	x
	Employee app username	
	Employee app passwords	
Employee Name	First name	x
	Last name	x
Enrollment	Student school enrollment	
	Student grade level	
	Homeroom	
	Guidance counselor	
	Discipline officer	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information - Please specify	
Parent/Guardian Contact Information	Address	
	Email	x
	Phone	
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First name	x
	Last Name	x
Schedule	Student scheduled courses	
	Teacher names	
	Room numbers	
	Class Periods	

Special Indicator	English language learner information	
	Low income status	
	Medical alerts / health data	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
	Other indicator information - Please specify	
Student Contact Information	Address	
	Email	x
	Phone	
Student Identifiers	Local (School HCDE) ID number	
	State ID number	
	Social Security Number	
	Vendor/App assigned student ID number	
	Student app username	
	Student app passwords	
Student Name	First name	x
	Last name	x
Student In App Performance	Program / application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures etc.	
	Other student work data - Please specify	



Transcript	Student course grades	
	Student course data	
	Student course grades/performance scores	
	Student course credits	
	Other transcript data - Please specify	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data - Please specify	
Other	<p>Please list each additional data element used, stored or collected through the services defined in Exhibit A</p> <p>Data used by the platform itself includes name, email, IP address, web browser, and operating system information.</p> <p>The application may directly utilize data from external platforms to facilitate the form completion process when the API or pre-fill function is in use. The use of API or pre-fill functionality is at the discretion of the district.</p> <p>District is able to put onto the platform any data desired that can be collected via available fields, including but not limited to open text fields. The data might include any of the information listed in the above table if the district deems it necessary to collect the information via a form. The data is then stored by the application and not used by Informed K12 for purposes outside of providing support to the district and district users upon request through support channels. Informed K12 staff do not access form data unless necessary in the case of directly serving the client and in those cases, access is limited to those employees authorized to service clients.</p>	x

**Regular Board Meeting****7. 6.****Meeting Date:** December 13, 2023**Title:** LinkedIn Learning Renewal**Submitted For:** Christian Hoesel, Technology**Submitted By:** Simone Llorens**Recommended Action:** Approve**HCDE Goal(s):** 4. Provide cost savings by leveraging tax dollars**Additional Resource Personnel:** Danielle Bartz, Dr. Jesus Amezcua, Dr. Edna Johnson, and Inga Ash**Facilities/Technology Approval Needed?:** Technology

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

**Approval of Service Agreement (expenditure) for Technology Services with LinkedIn Learning from Carasoft Technology Corp (DIR Contract No. DIR-TSO-4288) in an amount not to exceed \$121,309 for the contract period of 12/26/2023 through 12/25/2026.**

**Subject:**

LinkedIn Learning Renewal

**Rationale:**

This is a Professional Development platform which benefits all employees of HCDE. LinkedIn Learning is an online educational platform that helps you discover and develop business, technology-related, and creative skills through expert-led course videos.

With 5,000 courses and personalized recommendations, an HCDE employee can discover, complete, and track courses related to their field and interests.

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**Fiscal Impact****Attachments**

Carasoft Invoice

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**Form Review****Inbox**

Technology  
Chief Information Officer  
Purchasing  
Purchasing Director  
Assistant Superintendent - Business  
Form Started By: Simone Llorens  
Final Approval Date: 11/30/2023

**Reviewed By**

Christian Hoesel  
Danielle Clark  
Inga Ash  
Edna Johnson  
Jesus Amezcua

**Date**

11/20/2023 07:12 AM  
11/21/2023 08:52 AM  
11/27/2023 11:08 AM  
11/28/2023 03:04 PM  
11/30/2023  
Started On: 11/17/2023 10:30 AM



11493 SUNSET HILLS ROAD | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

<b>TO:</b> Raechel Mozer Technology Trainer Harris County Department of Education Irvington Road Houston, TX 77022 USA		<b>FROM:</b> Debby Gatto LinkedIn Government at Carahsoft 11493 Sunset Hills Road Reston, Virginia 20190	
<b>EMAIL:</b> raechel.mozer@hcde-texas.org		<b>EMAIL:</b> Debby.Gatto@carahsoft.com	
<b>PHONE:</b> (713) 696-3134		<b>PHONE:</b> (571) 662-3012	<b>FAX:</b> (703) 871-8505

<b>TERMS:</b> DIR Contract No. DIR-TSO-4288 Expiration Date: February 21, 2025 FTIN: 52-2189693 Shipping Point: FOB Destination Credit Cards: VISA/MasterCard/AMEX Remit To: Same as Above Payment Terms: Net 30 (On Approved Credit) Texas VID#: 1522189693700 Sales Tax May Apply		<b>QUOTE NO:</b> 36357568 <b>QUOTE DATE:</b> 10/05/2023 <b>QUOTE EXPIRES:</b> 12/25/2023 <b>RFQ NO:</b> <b>SHIPPING:</b> ESD <b>TOTAL PRICE:</b> \$121,309.10
		<b>TOTAL QUOTE:</b> \$121,309.10

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
BASE RENEWAL YEAR 1						
1	LLPGVR000-1803-13-679	LinkedIn Learning Hub for Government (High-quality learning content alongside learning content hand-selected by you, all delivered through an intuitive, easy-to-use experience) - Tier 13 (1000 - 1499 licenses) - Per Seat - 12 Months *** Learning Enterprise Program *** LinkedIn - LLPGVR000-1803-13 Start Date: 12/26/2023 End Date: 12/25/2024		\$34.9804 TX DIR	1100	\$38,478.44
BASE RENEWAL YEAR 1 SUBTOTAL:						\$38,478.44
YEAR 2						
2	LLPGVR000-1803-13-679	LinkedIn Learning Hub for Government (High-quality learning content alongside learning content hand-selected by you, all delivered through an intuitive, easy-to-use experience) - Tier 13 (1000 - 1499 licenses) - Per Seat - 12 Months *** Learning Enterprise Program *** LinkedIn - LLPGVR000-1803-13 Start Date: 12/26/2024 End Date: 12/25/2025		\$36.7335 TX DIR	1100	\$40,406.85
YEAR 2 SUBTOTAL:						\$40,406.85
YEAR 3						
3	LLPGVR000-1803-13-679	LinkedIn Learning Hub for Government (High-quality learning content alongside learning content hand-selected by you, all delivered through an intuitive, easy-to-use experience) - Tier 13 (1000 - 1499 licenses) - Per Seat - 12 Months *** Learning Enterprise Program *** LinkedIn - LLPGVR000-1803-13 Start Date: 12/26/2025 End Date: 12/25/2026		\$38.5671 TX DIR	1100	\$42,423.81
YEAR 3 SUBTOTAL:						\$42,423.81



LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
SUBTOTAL:						\$121,309.10
TOTAL PRICE:						\$121,309.10
TOTAL QUOTE:						\$121,309.10

\*\*\* IN ORDER TO PROCESS >> TX DIR-TSO-4288 << MUST BE INCLUDED ON YOUR PO. \*\*\*

\*\*\* This is a multi-year agreement, invoiced annually. Please reference all 3 years on your Purchase Order. \*\*\*

Please include the terms below on your PO:

- TERMS
- LinkedIn Services provided under this Carahsoft quote are governed by the LinkedIn Subscription Agreement between the parties ("LSA"), the terms of which are incorporated into this Carahsoft Quote. The Service Terms available at <https://legal.linkedin.com/service-specific-terms> apply to Customer to the extent the specific Service is included in this Carahsoft Quote, the terms of which are incorporated into this Carahsoft Quote.
  - Except as provided in the LSA, Services purchased under this Order Form are non-cancelable and non-refundable.
  - Pricing for future LinkedIn Enterprise Program orders will be based on LinkedIn's then-current Enterprise Program pricing model.
  - Add-on orders must co-term with the originating order.
  - Notwithstanding anything written in the LSA or any other agreement between the parties, only Customer and the specific Customer Affiliates to which Customer has purchased Services on behalf of under this Carahsoft Quote ("Authorized Affiliates") will be eligible to use the Services. Excluding Authorized Affiliates, Customer shall not resell or provide access to the Services to any third-party entity, including non-authorized Affiliates, recruitment process outsourcers, franchisees, and licensees. Customer's breach of the foregoing sentence will be considered a material breach of the Agreement.
  - Notwithstanding anything to the contrary in the LSA, in the event Customer spins-off or sells (in part or in whole) any business division, branch, subsidiary, Affiliate, or any other entity (each, a "Divested Entity") during the Term, then (i) Customer's rights and obligations under this Carahsoft Quote will not transfer to the Divested Entity; (ii) LinkedIn will have no obligation to provide the Services to the Divested Entity; and (iii) the Divested Entity shall immediately cease any and all use of the Services as of the effective date of the divestiture. Breach of the foregoing sentence will be considered a material breach of the Agreement.

By completing this order, you agree to the terms of this LinkedIn order available at <https://www.linkedin.com/legal/l/lsa-public-sector>

**Regular Board Meeting****8. C.****Meeting Date:** December 13, 2023**Title:** if necessary, Discussion and possible action regarding filling vacant HCDE Trustee seat:  
Position 3, At-Large**Submitted For:** Jessica Bermea, Board of Trustees **Submitted By:** Jessica Bermea

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

If necessary, obtain legal advice regarding filling vacant HCDE Trustee seat: Position 3, At-Large

**Updates**

If necessary, obtain legal advice regarding filling vacant HCDE Trustee seat: Position 3, At-large

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**Attachments***No file(s) attached.*

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**Form Review****Inbox**

Human Resources

Superintendent's Office

Form Started By: Jessica Bermea

**Reviewed By****Date**

Started On: 12/07/2023 09:15 AM

**Regular Board Meeting****9. B.****Meeting Date:** December 13, 2023**Title:** Obtain legal advice regarding filling vacant HCDE Trustee seat Position 3, At-Large**Submitted For:** Jessica Bermea, Board of Trustees **Submitted By:** Jessica Bermea

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

If necessary, obtain legal advice regarding filling vacant HCDE Trustee seat: Position 3, At-Large

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**Attachments***No file(s) attached.*

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**Form Review****Inbox**

Human Resources

Superintendent's Office

Form Started By: Jessica Bermea

**Reviewed By****Date**

Started On: 12/07/2023 07:58 AM

# Information Items

**Regular Board Meeting****10. 1.****Meeting Date:** December 13, 2023**Title:** HCDE HS Incident Monitoring Report and Notification**Submitted For:** Venetia Peacock, Head Start**Submitted By:** Nancy Argueta**Additional Resource** Jonathan Parker, Venetia Peacock**Personnel:**

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**Information****Posted Agenda Item:****Acceptance of receipt of the HCDE Head Start Incident Monitoring Review reports and notifications dated 09/28/2023.****Subject:**

Office of Head Start Program Performance Summary Report

**Rationale:**

Based on the information gathered during the review, a determination has been made that the Harris County Department of Education Head Start and Early Head Start program is a recipient with at least one area of deficiency in its Head Start and Early Head Start program. In addition to the area (s) of deficiency identified, there is at least one area of noncompliance documented in this report. The report below contains information about the agency's performance and compliance with the requirements of Head Start Program Performance Standards.

<b>Grant Number</b>	<b>Time frame for Correction</b>	<b>Compliance Level</b>	<b>Service Area</b>
06CH011535	120 Days	Noncompliance	Supervision
06CH011535	30 Days	Deficiency	Discipline

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**Attachments**

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**Form Review****Inbox**

Head Start  
Purchasing  
Purchasing Director  
Assistant Superintendent - Business  
Form Started By: Nancy Argueta  
Final Approval Date: 11/30/2023

**Reviewed By**

Venetia Peacock  
Yaritza Roman  
Edna Johnson  
Jesus Amezcua

**Date**

11/20/2023 07:12 PM  
11/28/2023 04:04 PM  
11/28/2023 04:25 PM  
11/30/2023  
Started On: 11/17/2023 01:18 PM



**Regular Board Meeting**

**10. A. 1.**

**Meeting Date:** December 13, 2023

**Title:**

**Submitted By:** Jessica Bermea

**Recommended Action:** Approve

**Additional Resource**

**Personnel:**

**HCDE Goal(s):**

**Facilities/Technology**

**Approval Needed?:**

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**Information**

**Posted Agenda Item:**

Personnel

**Subject:**

**Rationale:**

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**Fiscal Impact**

**Attachments**

Personnel Information

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**Form Review**

Form Started By: Jessica Bermea

Final Approval Date: 12/01/2023

Started On: 12/01/2023 01:53 PM

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**Regular Board Meeting**

**10. A. 2.**

**Meeting Date:** December 13, 2023

**Title:**

**Submitted By:** Jessica Bermea

**Recommended Action:** Approve

**Additional Resource**

**Personnel:**

**HCDE Goal(s):**

**Facilities/Technology**

**Approval Needed?:**

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**Information**

**Posted Agenda Item:**

Employee Count

**Subject:**

**Rationale:**

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**Fiscal Impact**

**Attachments**

Employee Count

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**Form Review**

Form Started By: Jessica Bermea

Final Approval Date: 12/01/2023

Started On: 12/01/2023 01:56 PM

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