

January 16, 2019

Harris County Board of School Trustees
6300 Irvington Boulevard
Houston, Texas 77022

Dear Members of the Board:

The Harris County Board of School Trustees will meet in a regular meeting:

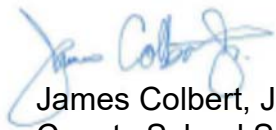
DATE: 01/16/2019

TIME: 1:00 p.m.

PLACE: 6300 Irvington Blvd

If you have any questions regarding the agenda, please call me prior to the meeting. We look forward to seeing you at the meeting.

Sincerely,



James Colbert, Jr.
County School Superintendent

JC:kc

***Harris County Department of Education
6300 Irvington Boulevard
Houston, Texas 77022
Phone: 713-694-6300***

BOARD OF TRUSTEES

Eric Dick – Vice President

**Richard Cantu
Josh Flynn
George P. Moore
Danyhel (Danny) Norris
Don Sumners
Mike Wolfe**



Mission Statement

Harris County Department of Education supports Harris County by enriching educational opportunities and providing value through services.

Goals

- Goal 1:** Impact education by responding to the evolving needs of Harris County
- Goal 2:** Deliver value to Harris County by utilizing resources in an ethical, transparent, and fiscally responsible manner
- Goal 3:** Advocate for all learners by using innovative methods to maximize students' potential
- Goal 4:** Provide cost-savings to school districts by leveraging tax dollars
- Goal 5:** Recruit and maintain a high-quality professional staff

**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 **16th day of January 2019 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
January 16, 2019
Agenda of Regular Meeting**

A Regular Meeting of the Board of Trustees of Harris County Department of Education will be held January 16, 2019, beginning at 1:00 p.m. in the Board Room of the Administration Building, 6300 Irvington Boulevard, Houston Texas.

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** - Jessica Bermea, Center for Grants Development
2. **Pledge of Allegiance to the US flag** - Sharvon Pipkins, Center for Grants Development
3. **Pledge of Allegiance to the Texas flag** - Sharvon Pipkins, Center for Grants Development
4. **Open Forum** - Gov't Code 551.003 (5) - Public Participation. Pursuant to Policy BED (Local), a citizen who wishes to speak may do so by completing a participation request card available at the Board room at least 10 minutes prior to a regular Board meeting.
5. **Reports and presentations:**
 - A. **Superintendent Monthly Report** - James Colbert, Jr.
 - B. **Annual Update from Center for Grants Development** - Gayla Rawlinson Maynard, Director
 - C. **Annual Update from Research and Evaluation Institute** - Darlene Breaux, Director
 - D. **Report of the Board Feasibility Subcommittee** - Don Sumners
 - 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. **Monthly Financial Reports through 12/31/2018** - Jesus Amezcua, Assistant Superintendent for Business Services 12
 - G. **Presentation to the Board of the Meritorious Budget Award to HCDE** for excellence in the preparation and issuance of its budget for the Fiscal Year 2019 - Jesus Amezcua, Assistant Superintendent for Business Services

6. **ACTION ITEMS - CONSENSUS**

A. Consider approval of the following Business Services items:

1. December 2018 Disbursement Report 18
2. Monthly Budget Amendment Report 20
3. Monthly Investment Report for December 2018. 22

B. Consider approval of the following Board Meeting Minutes:

1. 12-19-2018 Regular Board Meeting Minutes

C. Consider approval of the following items for the HCDE Choice Partners Cooperative:

1. **Contract renewal option for job no. 15/005JN for Janitorial Cleaning Services with the following vendors:** Ambassador Services, LLC (#15/005JN-02); GMW Quality Cleaning Solutions dba Hospitality Cleaning Solutions, LLC (#15/005JN-03), and Soji Services, Inc. dba Metroclean (#15/005JN-04) for the period 02/24/2019 through 02/23/2020. 27
2. **Contract renewal option for job no. 15/006MP for Technology Products & Services with the following vendors:** Barnes & Noble Booksellers, Inc. (#15/006MP-01); Houston Information Team, LLC (#15/006MP-07); Phonoscope, Inc. dba Phonoscope Enterprise Group (#15/006MP-15), and True North Consulting Group, LLC (#15/006MP-25) for the period 02/24/2019 through 02/23/2020. 31
3. **Contract renewal option for job no. 16/021KC for Early Childhood Supplies and Related Items with the following vendors:** Express Booksellers, LLC dba Express Booksellers (#16/021KC-05); Kaplan Early Learning Company (#16/021KC-06), and National Educational Systems, Inc. (#16/021KC-09) for the period 02/23/2019 through 02/22/2020. 36
4. **Contract renewal option for job no. 17/019JN for Moving, Storage and Related Items with the following vendors:** A-Rocket Moving & Delivery, Inc. dba A-Rocket Moving & Storage, Inc. (#17/019JN-01), and Roadrunner, Ltd dba Roadrunner Moving & Storage (#17/019JN-02) for the period 02/28/2019 through 02/27/2020. 40
5. **Contract renewal option for job no. 17/020CG for JOC-CSP for IDIQ On-Call Trades with the following vendors:** Aggieland Construction, Ltd (#17/020CG-01); ASA Builders, Inc. (#17/020CG-02); RMB Management, LLC dba Corestone Construction Services (#17/020CG-03); Evolve Holdings, Inc. (#17/020CG-04); ERC Environmental & Construction Services, Inc. (#17/020CG-05); Dura Pier Facilities Services, Ltd dba Facilities Sources (#17/020CG-06); Horizon International Group, LLC (#17/020CG-08); Maintenance Solutions, Inc. (#17/020CG-10); Mart, Inc. (#17/020CG-11); Millennium Project Solutions, Inc. (#17/020CG-12); Nash Industries, Inc. (#17/020CG-14), Tandus Centiva US, LLC (#17/020CG-15), and BR Kym, Inc. dba Worth Hydrochem of Houston (#17/020CG-16) for the period 02/28/2019 through 02/27/2020. 43

6. **Contract renewal option for job no. 17/021KC for Academic Programs for QZAB Projects with the following vendors:** Action Potential Learning, LLC (#17/021KC-01); Cengage Learning, Inc. (#17/021KC-03); Education Galaxy, LLC (#17/021KC-04); KAMICO Instructional Media, Inc. (#17/021KC-06); McGraw-Hill Education, Inc. dba McGraw-Hill School Education, LLC (#17/021KC-07); The W. Oscar Neuhaus Memorial Foundation dba Neuhaus Education Center (#17/021KC-08), and Sirius Education Solutions, LLC dba Sirius Education Solutions (#17/021KC-09) for the period 02/28/2019 through 02/27/2020. 58
7. **Assignment of contract for job no. 18/056KD-51 for Technology Hardware, Software and Services.** Prologic Technology Systems, Inc. (contract no. 18/056KD-51) to Frontline Technologies Group, LLC. The effective date of the Consent for assignment is January 16, 2019. 66
8. **Assignment of contract for job no. 15/041JN-11 for IDIQ Construction and Maintenance (Job Order Contracting)** from SETEX Construction Corporation to SETEX Facilities & Maintenance, LLC (contract no. 15/041JN-11). The effective date of the Consent for assignment is January 16, 2019. 69
9. **HCDE Interlocal Agreements with:** Gulf Coast Authority, Houston, Texas; New Boston ISD, New Boston, Texas; Newton Independent School District, Newton, Texas; Matagorda County, Bay City, Texas; Frankston ISD, Frankston, Texas; City of Corinth, Corinth, Texas; Bulverde Area Rural Library District, Bulverde, Texas; Odem-Edroy ISD, Odem, Texas; Waller County, Hempstead, Texas, and City of Simonton, Simonton, Texas. 72
10. **Contract renewal option for job no. 16/002CG for Indoor Outdoor LED Lighting with the following vendors:** Consolidated Electrical Distributors, Inc. (#16/002CG-04); Eco Induction Systems, LLC dba EIS Lighting (#16/002CG-06); Summit Electric Supply Company, Inc. (#16/002CG-10); Unified Sunergy Systems, LLC (#16/002CG-12), and Xtralight Manufacturing, Ltd dba Utility Metering Solutions (#16/002CG-13) for the period 02/23/2019 through 02/22/2020. 126
- D. Consider approval of the following items for Internal Purchasing:
1. **Contract renewal option for job no. 17/015KJ for Architectural Design Services with the following vendors:** Swart Architects, Inc.(FY 17-18 expenditures \$57,150), Corgan (FY 17-18 expenditures ZERO) , and Cre8 Architects (FY 17-18 expenditures \$2,235.) for the period of 01/19/2019 through 01/18/2020. 132
2. **Contract renewal option for job no. 17/003YR for Food and Delivery Services for Harris County Department of Education Head Start with the following vendor:** Valley Services, Inc. (FY 17-18 expenditures \$61.493) for the period of 02/28/2019 through 02/27/2020. 135
3. **Contract award for job no. 19/010YR Contracted Services for Adult Education to the proposer offering the best value to HCDE and meeting the specifications outlined in the proposal:** edOpp Solutions, LLC and Dean's Staffing Solutions, Inc. for the period of 01/16/2019 through 01/15/2024 (subject to annual appropriations of funding). 137
4. **Consider approval to increase the allowable maximum contract amounts under CH Local FY 2018** 150
 Quality Security Systems (original \$180,000 actual to date \$61,000) requesting new total of \$241,000
 Zieben Foundation (original \$60,000 actual to date \$30,000), requesting new total of \$90,000

7. **ACTION ITEMS - NON-CONSENSUS**

- A. **Consider approval of FY 2018-2019 Investment Resolution** for the annual review of HCDE's Investment Policy, Broker Dealers, and Investment Trainers in accordance with the Public Funds Investment Act. 151
- B. **Consider acceptance of the 2017-2018 Annual Financial Audit**, the fund balance categories and amounts as presented in the report and in the attached resolution for committed fund balance. The audit was conducted by Whitley Penn LLP. 168
- C. **Consider approval of Interlocal Agreement with the Harris County Sheriff's Office for FY2018 and FY2019 for law enforcement services at the Academic and Behavior School East for two (2) deputies, Academic and Behavior School West for one (1) deputy, Highpoint School East for three (3) deputies, and Fortis Academy for one (1) deputy (\$69,165 per deputy) from 03/01/2019 through 02/28/2020 in an amount not to exceed \$484,155.** 169
- D. **Consider approval of contract for the water intrusion prevention and site drainage, leak and metal wall repairs project at HCDE Highpoint East Campus** with Facilities Sources (RFP # 16/054JN-04). The total cost of the project is: \$61,946.12. 184
- E. **Consider approval of contract for installation of new data cables project at the new Baytown Head Start with Facilities Sources (RFP # 16/054JN-04)** . This project will be funded with federal funds and the total costs is \$69,992.67. 225
- F. **Consider approval of the renewal agreement for security services with Executive Threat Solutions, LLC (RFP # 16/060CG-01)**, for the period of 01/17/2019-04/30/2019. The security services are for the Harris County Department of Education 6300 Irvington and 6005 Westview locations. The total cost of this contract is \$130,560. 258
- G. **Consideration and possible vote on the removal and appointment of HCDE Public Facilities Corporation's Directors** (agenda item requested by Trustees Moore, Sumners, Wolfe). 267
- H. **Consideration and possible vote on the election of HCDE's Board President and Vice President**(agenda item requested by Trustees Moore, Sumners, Wolfe). 269
- I. **Consideration and possible vote on establishing (setting) specific goals for Superintendent Colbert for Calendar year 2019 and/or the first six months of 2019** (agenda item requested by Trustees Moore, Sumners, Wolfe). 271
- J. **Consideration and possible vote to cancel HCDE's contract or contracts with Hillco Partners** (agenda item requested by Trustees Moore, Sumners, Wolfe). 273
- K. **(Tabled from December 19, 2018 Board Meeting) Contract award for job no. 18/059KJ - Board Legal Services for HCDE Board of Trustees to the proposers offering the best value to HCDE**and meeting the specifications outlined in the proposal: Proposed vendor to be determined by the Board of Trustees (subject to annual appropriations of funding). 275
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. **Employment:** 295
Teacher, Academic and Behavior School East
- B. **Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of HCDE employees.**
9. **RECONVENE** for possible action on items discussed in executive session
- A. **Employment:**
Teacher, Academic and Behavior School East
10. **INFORMATION ITEMS**
- A. **Human Resources Information Items** 297
- B. **December 2018 Employee Count** 299
- C. **Submission of grant proposal to Dudley T. Dougherty Foundation in the amount of \$7,200 to support Teaching and Learning Center-Science's Weather Applications to Teach Environmental Resilience (WATER) project.** Project focuses on Geographic Information Systems and plans to serve 100 students. 300
- D. **Memorandum of Understanding Contracts (non-monetary) for the CASE for Kids Afterschool Strategic Investment (ASI) program:** CASE for Kids certifies afterschool investments of public funds through five collaborators as part of our Houston Galveston Area Council contract. 302
11. **ADJOURN** - Next regular meeting is scheduled for Wednesday, February 27, 2019, Board Room, 6300 Irvington Blvd., Houston, Texas, 77022, at 1:00 p.m.



James Colbert, Jr.
County School Superintendent

Monthly Financial Report

Regular Board Meeting**5.F.****Meeting Date:** January 16, 2019**Title:** Monthly Financial Reports**Submitted For:** Jesus Amezcua, Business Office**Submitted By:** Stephanie Ritchie**Additional Resource** Rosa Maria Torres**Personnel:**

Information**Posted Agenda Item:****Monthly Financial Reports through 12/31/2018** - Jesus Amezcua, Assistant Superintendent for Business Services**Subject:**

Financial Reports as of December 31, 2018.

Rationale:

Presentation of Monthly Financial Reports

Attachments*No file(s) attached.*

Form Review**Inbox**

Assistant Superintendent - Business

Form Started By: Stephanie Ritchie

Final Approval Date: 01/03/2019

Reviewed By

Jesus Amezcua

Date

01/03/2019 12:37 PM

Started On: 12/17/2018 09:29 AM

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during board meeting)

Regular Board Meeting**5.G.**

Meeting Date: January 16, 2019
Title: ASBO Award for Excellence in preparation and issuance of FY 2018-19 Budget
Submitted For: Jaime Martinez, Business Office **Submitted By:** Jaime Martinez
Additional Resource Personnel: Rosa Maria Torres

Information**Posted Agenda Item:**

Presentation to the Board of the Meritorious Budget Award to HCDE for excellence in the preparation and issuance of its budget for the Fiscal Year 2019 - Jesus Amezcua, Assistant Superintendent for Business Services

Subject:

The Association of School Business Officials International presented HCDE the Meritorious Budget Award for the fiscal year ended August 2019.

Rationale:

The HCDE Budget Book for the fiscal year 2018-2019 was submitted for ASBO analysis. After its review, the ASBO has presented HCDE with the Meritorious Budget Award for excellence in the preparation and issuance of its budget for the Fiscal Year 2018-2019. This is the 10th year that the Department receives this national award.

Attachments

ASBO Budget 2019 Award

Form Review**Inbox**

Assistant Superintendent - Business
Form Started By: Jaime Martinez
Final Approval Date: 01/03/2019

Reviewed By

Jesus Amezcua

Date

01/03/2019 06:23 PM
Started On: 01/03/2019 02:33 PM



ASSOCIATION OF
SCHOOL BUSINESS OFFICIALS
INTERNATIONAL

This Meritorious Budget Award is presented to

HARRIS COUNTY DEPARTMENT OF EDUCATION

for excellence in the preparation and issuance of its budget
for the Fiscal Year 2018–2019.

The budget adheres to the principles and standards
of ASBO International's Meritorious Budget Award criteria.



A handwritten signature in black ink, reading 'T E Wohlleber'.

Thomas E. Wohlleber, CSR
President

A handwritten signature in black ink, reading 'Siobhán McMahon'.

Siobhán McMahon, CAE
Chief Operating Officer



January 3, 2019

Jesus Amezcua, PhD
Assistant Superintendent, Business Services
Harris County Department of Education
6300 Irvington Boulevard
Houston, TX 77022

Dear Dr. Amezcua:

Congratulations! The Association of School Business Officials International (ASBO) is pleased to inform you that Harris County Department of Education's budget has received the Meritorious Budget Award (MBA). This award reflects your district's commitment to sound fiscal management and budgetary policies.

The MBA Review Team has provided comments for budget presentation improvement. It is important that you provide responses to these comments in next year's MBA submission.

Congratulations to you and the members of your staff who worked so hard to earn this award. We look forward to your continued participation in the MBA program.

Sincerely,

Siobhán McMahon, CAE
Chief Operating Officer

Monthly Disbursement Report

Regular Board Meeting**6.A.1.****Meeting Date:** January 16, 2019**Title:** December Disbursement Report**Submitted For:** Jesus Amezcua, Business Office**Submitted By:** Stephanie Ritchie**Additional Resource** Rosa Maria Torres**Personnel:**

Information**Posted Agenda Item:**

December 2018 Disbursement Report

Subject:

December Disbursement Report

Rationale:

December Disbursement Report

Attachments*No file(s) attached.*

Form Review**Inbox**

Assistant Superintendent - Business

Form Started By: Stephanie Ritchie

Final Approval Date: 01/03/2019

Reviewed By

Jesus Amezcua

Date

01/03/2019 12:37 PM

Started On: 12/17/2018 09:28 AM

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during board meeting)

Regular Board Meeting**6.A.2.****Meeting Date:** January 16, 2019**Title:** Budget Amendment Report**Submitted For:** Jesus Amezcua, Business Office**Submitted By:** Stephanie Ritchie**Additional Resource** Rosa Maria Torres**Personnel:**

Information**Posted Agenda Item:**

Monthly Budget Amendment Report

Subject:

Budget Amendment Report for January 2019.

Rationale:

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

Attachments*No file(s) attached.*

Form Review**Inbox**

Assistant Superintendent - Business

Form Started By: Stephanie Ritchie

Final Approval Date: 01/03/2019

Reviewed By

Jesus Amezcua

Date

01/03/2019 12:37 PM

Started On: 12/17/2018 09:27 AM

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during board meeting)

Regular Board Meeting**6.A.3.****Meeting Date:** January 16, 2019**Title:** Approval of Investment Report**Submitted For:** Jesus Amezcua, Business Office**Submitted By:** Stephanie Ritchie**Additional Resource** Rosa Maria Torres**Personnel:**

Information**Posted Agenda Item:**

Monthly Investment Report for December 2018.

Subject:

Consider approval of Investment report dated December 2018.

Rationale:

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

The attached report is for the time period December 2018.

Attachments*No file(s) attached.*

Form Review**Inbox**

Assistant Superintendent - Business

Form Started By: Stephanie Ritchie

Final Approval Date: 01/03/2019

Reviewed By

Jesus Amezcua

Date

01/03/2019 12:37 PM

Started On: 12/17/2018 09:29 AM

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during board meeting)

Minutes

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during board meeting)

Action Items

Regular Board Meeting**6.C.1.**

Meeting Date:	January 16, 2019		
Title:	Contract renewal for 15/005JN for Janitorial Cleaning Services		
Submitted For:	Joann Nichols, Choice Partners	Submitted By:	Cora Day
Recommended Action:	Approve	HCDE Goal(s):	4. Provide cost savings by leveraging tax dollars
Additional Resource Personnel:	Joann Nichols, Jeff Drury, Richard Vela, Yaritza Roman, Bill Monroe and Dr. Jesus Amezcua	Facilities/Technology Approval Needed?:	None

Information**Posted Agenda Item:**

Contract renewal option for job no. 15/005JN for Janitorial Cleaning Services with the following vendors: Ambassador Services, LLC (#15/005JN-02); GMW Quality Cleaning Solutions dba Hospitality Cleaning Solutions, LLC (#15/005JN-03), and Soji Services, Inc. dba Metroclean (#15/005JN-04) for the period 02/24/2019 through 02/23/2020.

Subject:

Choice Partners; Contract Renewal; Janitorial Cleaning Services; Revenue Generating

Rationale:

The process enacted was a Request for Proposal (RFP). Two hundred and seven (207) invitations were extended for proposals. Seven (7) responses were received of which two (2) were non-awarded, and five (5) were awarded. HCDE/Choice Partners contract no. 15/005JN was awarded for one (1) year from 02/24/2015 to 02/23/2016. The contract has the option for four (4) annual renewals.

HCDE/Choice Partners recommends exercising the fourth (4th) option for renewal period 02/24/2019 to 02/23/2020 for the vendors listed above in Posted Agenda Item. Anticipated revenue from contract no. 15/005JN will be an administrative fee of two percent (2%). This contract is governed by Texas Education Code 44.031.

Fiscal Impact

Included in FY budget Y/N: Y

Included in current budget amendment Y/N: N

Attachments

Ambassador Services
Hospitality Cleaning
Metroclean

Form Review**Inbox**

Choice Partners
Purchasing Alternate
Purchasing

Reviewed By

Jeff Drury
Yaritza Roman
Bill Monroe

Date

12/19/2018 08:52 AM
01/03/2019 10:08 AM
01/03/2019 10:43 AM

November 26, 2018

Subject: Contract Renewal for 15/005JN for Janitorial Services for Harris Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **February 23, 2019**. This contract has **one (1)** one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **February 24, 2019**.

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System at <http://www.choicepartners.org/vendor-login.php> by **December 5, 2018 at 2:00 p.m. central time**.

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to cora@choicepartners.org.

Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	<i>Ambassador Services</i>
Authorized Signature:	<i>[Signature]</i>
Print Name:	<i>David Louchner</i>
Title:	<i>VP Sales</i>
Date:	<i>12/3/2018</i>
Address:	<i>11710 N Freeway HUN</i>
City, State, Zip Code:	<i>Houston TX 77060</i>
Phone:	<i>713-535-9092</i>
Email Address:	<i>david@ambassadorllc.net</i>



November 26, 2018

Subject: Contract Renewal for 15/005JN for Janitorial Services for Harris Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

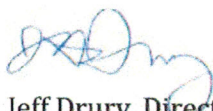
Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **February 23, 2019**. This contract has **one (1)** one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **February 24, 2019**.

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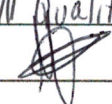
Sincerely,



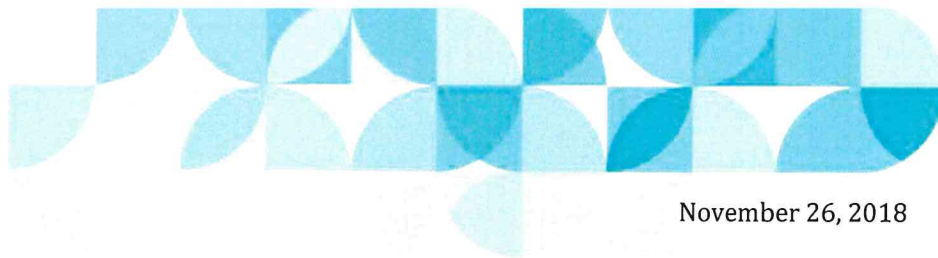
Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	GMW Quality Cleaning Solutions, dba Hospitality Cleaning Solutions, LLC
Authorized Signature:	
Print Name:	Gregory Wyles
Title:	President
Date:	12/3/2018
Address:	22510 Spence Park Ct.
City, State, Zip Code:	Spring, TX 77373
Phone:	832-928-7390
Email Address:	wyles@hospitality-cleaning.com





November 26, 2018

Subject: Contract Renewal for 15/005JN for Janitorial Services for Harris Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **February 23, 2019**. This contract has **one (1)** one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **February 24, 2019**.

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System at <http://www.choicepartners.org/vendor-login.php> by **December 5, 2018 at 2:00 p.m. central time**.

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to cora@choicepartners.org.

Sincerely,

Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Soji Services, Inc. Dba Metroclean
Authorized Signature:	
Print Name:	Jose Perez
Title:	President
Date:	12/5/2018
Address:	9000 Southwest Freeway, Suite 412
City, State, Zip Code:	Houston, Texas 77074
Phone:	713-255-0100
Email Address:	jperez@metroclean.net



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

Meeting Date:	January 16, 2019		
Title:	Contract renewal for 15/006MP for Technology Products & Services		
Submitted For:	Joann Nichols, Choice Partners	Submitted By:	Cora Day
Recommended Action:	Approve	HCDE Goal(s):	4. Provide cost savings by leveraging tax dollars
Additional Resource Personnel:	Joann Nichols, Jeff Drury, Richard Vela, Yaritza Roman, Bill Monroe and Dr. Jesus Amezcua	Facilities/Technology Approval Needed?:	None

Information**Posted Agenda Item:**

Contract renewal option for job no. 15/006MP for Technology Products & Services with the following vendors: Barnes & Noble Booksellers, Inc. (#15/006MP-01); Houston Information Team, LLC (#15/006MP-07); Phonoscope, Inc. dba Phonoscope Enterprise Group (#15/006MP-15), and True North Consulting Group, LLC (#15/006MP-25) for the period 02/24/2019 through 02/23/2020.

Subject:

Choice Partners; Contract Renewal; Technology Products & Services; Revenue Generating

Rationale:

The process enacted was a Request for Proposal (RFP). One thousand one hundred and two (1,102) invitations were extended for proposals. Fifty-nine (59) responses were received of which thirty-two (32) were non-awarded, and twenty-seven (27) were awarded. HCDE/Choice Partners contract no. 15/006MP was awarded for one (1) year from 02/24/2015 to 02/23/2016. The contract has the option for four (4) annual renewals.

HCDE/Choice Partners recommends exercising the fourth (4th) option for renewal period 02/24/2019 to 02/23/2020 for the vendors listed above in Posted Agenda Item. Anticipated revenue from contract no. 15/006MP will be an administrative fee of two percent (2%). This contract is governed by Texas Education Code 44.031.

Fiscal Impact

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

Attachments

Barnes and Noble
Houston Info Group
Phonoscope Enterprises
True North Consulting

Form Review

Inbox

Reviewed By

Date

31

November 26, 2018

Subject: Contract Renewal for 15 / 006 MP for Technology Products & Services for Harris Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:


Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **February 23, 2019**. This contract has **one (1)** one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **February 24, 2019**.

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System at <http://www.choicepartners.org/vendor-login.php> by **December 5, 2018 at 2:00 p.m. central time**.

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

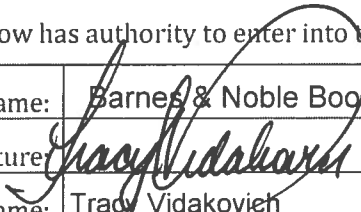
If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to cora@choicepartners.org.

Sincerely,


Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Barnes & Noble Booksellers, Inc.
Authorized Signature:	
Print Name:	Tracy Vidakovich
Title:	Vice President of Business Development
Date:	11/28/2018
Address:	122 Fifth Avenue
City, State, Zip Code:	New York, NY 10011
Phone:	212-352-3954
Email Address:	businessdevelopmentbids@bn.com



November 26, 2018

Subject: Contract Renewal for 15/006MP for Technology Products & Services for Harris Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **February 23, 2019**. This contract has **one (1)** one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **February 24, 2019**.

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System at <http://www.choicepartners.org/vendor-login.php> by **December 5, 2018 at 2:00 p.m. central time**.

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to cora@choicepartners.org.

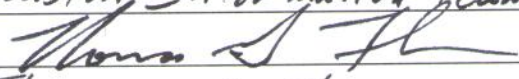
Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Houston Information Team, LLC
Authorized Signature:	
Print Name:	Thomas G. Fleissner
Title:	President / CEO
Date:	12/5/2018
Address:	953 Pheasant Valley Dr
City, State, Zip Code:	Missouri City, Texas 77489
Phone:	713 436 0397 X1001
Email Address:	tgfleissner@houit.com / admin@houit.com



12/5/18

November 26, 2018

Subject: Contract Renewal for 15/006MP for Technology Products & Services for Harris Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **February 23, 2019**. This contract has **one (1)** one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **February 24, 2019**.

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System at <http://www.choicepartners.org/vendor-login.php> by **December 5, 2018 at 2:00 p.m. central time**.

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to cora@choicepartners.org.


Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Phonoscope, Inc.
Authorized Signature:	
Print Name:	LEE COOK
Title:	PRES.
Date:	12/05/2018
Address:	6105 Westline Dr
City, State, Zip Code:	Houston, TX 77036
Phone:	713-272-4600
Email Address:	contracts@phonoscope.com



November 26, 2018

Subject: Contract Renewal for 15/006MP for Technology Products & Services for Harris Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **February 23, 2019**. This contract has **one (1)** one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **February 24, 2019**.

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System at <http://www.choicepartners.org/vendor-login.php> by **December 5, 2018 at 2:00 p.m. central time**.

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to cora@choicepartners.org.

Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	True North Consulting Group
Authorized Signature:	
Print Name:	Ricki B. Fisher
Title:	Vice President Architectural Construction Services
Date:	11-30-18
Address:	3408 Hillcrest Drive
City, State, Zip Code:	Waco, TX 76708
Phone:	512-451-5445
Email Address:	sales@tncg.com



Regular Board Meeting**6.C.3.**

Meeting Date:	January 16, 2019		
Title:	Contract renewal for 16/021KC for Early Childhood Supplies and Related Items		
Submitted For:	Joann Nichols, Choice Partners	Submitted By:	Cora Day
Recommended Action:	Approve	HCDE Goal(s):	4. Provide cost savings by leveraging tax dollars
Additional Resource Personnel:	Joann Nichols, Jeff Drury, Richard Vela, Yaritza Roman, Bill Monroe and Dr. Jesus Amezcua	Facilities/Technology Approval Needed?:	None

Information**Posted Agenda Item:**

Contract renewal option for job no. 16/021KC for Early Childhood Supplies and Related Items with the following vendors: Express Booksellers, LLC dba Express Booksellers (#16/021KC-05); Kaplan Early Learning Company (#16/021KC-06), and National Educational Systems, Inc. (#16/021KC-09) for the period 02/23/2019 through 02/22/2020.

Subject:

Choice Partners; Contract Renewal; Early Childhood Supplies and Related Items; Revenue Generating

Rationale:

The process enacted was a Request for Proposal (RFP). Five hundred forty-nine (549) invitations were extended for proposals. Twenty-eight (28) responses were received of which fourteen (14) were non-awarded, and fourteen (14) were awarded. HCDE/Choice Partners contract no. 16/021KC was awarded for one (1) year from 02/23/2016 to 02/22/2017. The contract has the option for four (4) annual renewals.

HCDE/Choice Partners recommends exercising the third (3rd) option for renewal period 02/23/2019 to 02/22/2020 for the vendors listed above in Posted Agenda Item. Anticipated revenue from contract no. 16/021KC will be an administrative fee of two percent (2%). This contract is governed by Texas Education Code 44.031.

Fiscal Impact

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

Attachments

Express Booksellers
Kaplan Early Learning
National Educational Systems

Form Review

Inbox
Choice Partners

Reviewed By
Jeff Drury

Date
12/19/2018 08:58 AM

November 26, 2018

Subject: Contract Renewal for 16/021KC for Early Childhood Supplies and Related Items for Harris Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **February 22, 2019**. This contract has **two (2)** one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **February 23, 2019**.

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System at <http://www.choicepartners.org/vendor-login.php>, **by December 5, 2018 at 2:00 p.m. central time**.

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to cora@choicepartners.org.

Sincerely,



Jeff Drury, Director
 Choice Partners
 A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
 Assistant Superintendent for Business Services
 Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Express Booksellers
Authorized Signature:	
Print Name:	Jule Maxwell
Title:	Sales Manager / Company Officer
Date:	11/28/18
Address:	1250 Majesty Dr
City, State, Zip Code:	Dallas TX 75247
Phone:	214 564 3392
Email Address:	Jule@expressbooksellers.com



November 26, 2018

Subject: Contract Renewal for 16/021KC for Early Childhood Supplies and Related Items for Harris Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **February 22, 2019**. This contract has **two (2)** one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **February 23, 2019**.

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System at <http://www.choicepartners.org/vendor-login.php> by **December 5, 2018 at 2:00 p.m. central time**.

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to cora@choicepartners.org.


Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Kaplan Early Learning Company
Authorized Signature:	
Print Name:	Kate Shelton
Title:	Director of Bids/Contracts
Date:	11-29-18
Address:	1310 Lewisville-Clemmons Rd
City, State, Zip Code:	Lewisville, NC 27023
Phone:	800-334-2014
Email Address:	bids@kaplanco.com



November 26, 2018

Subject: Contract Renewal for 16/021KC for Early Childhood Supplies and Related Items for Harris Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **February 22, 2019**. This contract has **two (2)** one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **February 23, 2019**.

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System at <http://www.choicepartners.org/vendor-login.php> by **December 5, 2018 at 2:00 p.m. central time**.

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to cora@choicepartners.org.

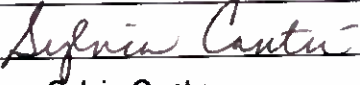
Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	National Educational Systems
Authorized Signature:	
Print Name:	Sylvia Cantu
Title:	Administrator
Date:	November 28, 2018
Address:	6333 De Zavala Road, Suite 106
City, State, Zip Code:	San Antonio, TX 78249
Phone:	800.231.4380
Email Address:	customerservice@shopnes.com



Regular Board Meeting**6.C.4.**

Meeting Date:	January 16, 2019		
Title:	Contract renewal for 17/019JN for Moving, Storage and Related Items		
Submitted For:	Joann Nichols, Choice Partners	Submitted By:	Cora Day
Recommended Action:	Approve	HCDE Goal(s):	4. Provide cost savings by leveraging tax dollars
Additional Resource Personnel:	Joann Nichols, Jeff Drury, Richard Vela, Yaritza Roman, Bill Monroe and Dr. Jesus Amezcua	Facilities/Technology Approval Needed?:	None

Information**Posted Agenda Item:**

Contract renewal option for job no. 17/019JN for Moving, Storage and Related Items with the following vendors: A-Rocket Moving & Delivery, Inc. dba A-Rocket Moving & Storage, Inc. (#17/019JN-01), and Roadrunner, Ltd dba Roadrunner Moving & Storage (#17/019JN-02) for the period 02/28/2019 through 02/27/2020.

Subject:

Choice Partners; Contract Renewal; Moving, Storage and Related Items; Revenue Generating

Rationale:

The process enacted was a Request for Proposal (RFP). ninety-one (91) invitations were extended for proposals. Three (3) responses were received of which one (1) was non-awarded, and two (2) were awarded. HCDE/Choice Partners contract no. 17/019JN was awarded for one (1) year from 02/28/2017 to 02/27/2018. The contract has the option for four (4) annual renewals.

HCDE/Choice Partners recommends exercising the second (2nd) option for renewal period 02/28/2019 to 02/27/2020 for the vendors listed above in Posted Agenda Item. Anticipated revenue from contract no. 17/019JN will be an administrative fee of two percent (2%). This contract is governed by Texas Education Code 44.031.

Fiscal Impact

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

Attachments

A-Rocket Moving
Roadrunner Moving

Form Review

Inbox	Reviewed By	Date
Choice Partners	Jeff Drury	12/19/2018 08:59 AM
Purchasing Alternate	Yaritza Roman	01/03/2019 10:27 AM
Purchasing	Bill Monroe	01/03/2019 10:48 AM
Assistant Superintendent - Business	Jesus Amezcua	01/03/2019 02:04 PM

November 26, 2018

Subject: Contract Renewal for 17/019JN for Moving, Storage and Related Items for Harris Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **February 27, 2019**. This contract has **three (3)** one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **February 28, 2019**.

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System at <http://www.choicepartners.org/vendor-login.php>, by **December 5, 2018 at 2:00 p.m. central time**.

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8270 or e-mail to cora@choicepartners.org.

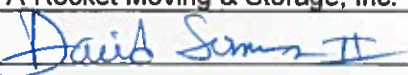
Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	A-Rocket Moving & Storage, Inc.
Authorized Signature:	
Print Name:	David Sims II
Title:	Relocation Consultant
Date:	12/5/2018
Address:	3401 Corder St.
City, State, Zip Code:	Houston, TX 77021
Phone:	713.748.6024
Email Address:	dsimsii@arocket.com



November 26, 2018

Subject: Contract Renewal for 17/019JN for Moving, Storage and Related Items for Harris Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **February 27, 2019**. This contract has **three (3)** one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **February 28, 2019**.

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System at <http://www.choicepartners.org/vendor-login.php>, by **December 5, 2018 at 2:00 p.m. central time**.

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8270 or e-mail to cora@choicepartners.org.


Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Roadrunner Moving & Storage
Authorized Signature:	
Print Name:	Ben Breedlove
Title:	General Manager
Date:	12/03/2018
Address:	12425 Chimney Rock Rd.
City, State, Zip Code:	Houston, TX 77035
Phone:	832-613-9200
Email Address:	ben@roadrunner-moving.com



Regular Board Meeting**6.C.5.**

Meeting Date:	January 16, 2019		
Title:	Contract Renewal for 17/020CG JOC-CSP for IDIQ On-Call Trades		
Submitted For:	Joann Nichols, Choice Partners	Submitted By:	Cora Day
Recommended Action:	Approve	HCDE Goal(s):	4. Provide cost savings by leveraging tax dollars
Additional Resource Personnel:	Joann Nichols, Jeff Drury, Richard Vela, Yaritza Roman, Bill Monroe and Dr. Jesus Amezcua	Facilities/Technology Approval Needed?:	None

Information**Posted Agenda Item:**

Contract renewal option for job no. 17/020CG for JOC-CSP for IDIQ On-Call Trades with the following vendors: Aggieland Construction, Ltd (#17/020CG-01); ASA Builders, Inc. (#17/020CG-02); RMB Management, LLC dba Corestone Construction Services (#17/020CG-03); Evolve Holdings, Inc. (#17/020CG-04); ERC Environmental & Construction Services, Inc. (#17/020CG-05); Dura Pier Facilities Services, Ltd dba Facilities Sources (#17/020CG-06); Horizon International Group, LLC (#17/020CG-08); Maintenance Solutions, Inc. (#17/020CG-10); Mart, Inc. (#17/020CG-11); Millennium Project Solutions, Inc. (#17/020CG-12); Nash Industries, Inc. (#17/020CG-14), Tandus Centiva US, LLC (#17/020CG-15), and BR Kym, Inc. dba Worth Hydrochem of Houston (#17/020CG-16) for the period 02/28/2019 through 02/27/2020.

Subject:

Choice Partners; Contract Renewal; JOC-CSP for IDIQ On-Call Trades; Revenue Generating

Rationale:

The process enacted was Competitive Sealed Proposals (CSP). Six Hundred-Forty Three (643) invitations were extended for proposals. Thirty-five (35) responses were received of which eight (8) were non-responsive, eleven (11) were non-awarded, and sixteen (16) were awarded. HCDE/Choice Partners contract no. 17/020CG was awarded for two (2) years from 02/28/2017 to 02/27/2019. The contract has the option for three (3) annual renewals.

HCDE/Choice Partners recommends exercising the first (1st) option for renewal period 02/28/2019 to 02/27/2020 for the vendors listed above in Posted Agenda Item. Anticipated revenue from contract no. 17/020CG will be an administrative fee of three percent (3%). This contract is governed by Texas Education Code 44.031 and Texas Government Code 2269.

Fiscal Impact

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

Attachments

Aggieland Construction
ASA Builders
Corestone

Evolve Holdings
ERC
Facilities Sources
Horizon International
Maintenance Solutions
Mart, Inc
Millennium Project
Nash Industries
Tandus Centiva
Worth Hydrochem

Form Review

Inbox

Choice Partners
Purchasing Alternate
Purchasing
Assistant Superintendent - Business
Form Started By: Cora Day
Final Approval Date: 01/03/2019

Reviewed By

Jeff Drury
Yaritza Roman
Bill Monroe
Jesus Amezcua

Date

12/19/2018 09:02 AM
01/03/2019 10:32 AM
01/03/2019 10:52 AM
01/03/2019 02:04 PM
Started On: 12/13/2018 03:51 PM

November 26, 2018

Subject: Contract Renewal for JOC CSP for #17/020CG and JOC/CSP for IDIQ On-Call Trades for Harris Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **February 27, 2019**. This contract has **three (3)** one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **February 28, 2019**.

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System <http://www.choicepartners.org/vendor-login.php> **December 5, 2018 at 2:00 p.m. central time.**

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to cora@choicepartners.org.


Sincerely,



Jeff Drury, Director
 Choice Partners
 A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
 Assistant Superintendent for Business Services
 Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Aggidond Construction
Authorized Signature:	
Print Name:	Britt Jones
Title:	CEO
Date:	12-4-18
Address:	Po Box 271
City, State, Zip Code:	Wellborn, TX 77881
Phone:	979-393-0080
Email Address:	britt.jones@aggidondconstruction.com



November 26, 2018

Subject: Contract Renewal for JOC CSP for #17/020CG and JOC/CSP for IDIQ On-Call Trades for Harris Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

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If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to cora@choicepartners.org.


Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	ASA Builders
Authorized Signature:	
Print Name:	KEITH ELLIOTT
Title:	President
Date:	11-28-18
Address:	2628 East Sam Parkway South
City, State, Zip Code:	Pasadena Texas 77503
Phone:	713 962 6827
Email Address:	huntingtexas@sbcglobal.net



November 26, 2018

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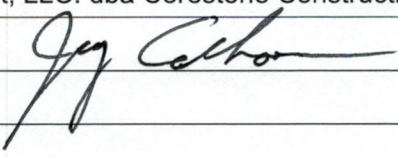
Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	RMB Management, LLC. dba Corestone Construction Services
Authorized Signature:	
Print Name:	Jerry Calhoon
Title:	President
Date:	12/1/18
Address:	14511 Mary Jane Lane
City, State, Zip Code:	Tomball, Texas, 77377
Phone:	281-651-0616
Email Address:	jcalhoon@corestonecs.com



November 26, 2018

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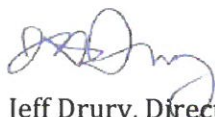
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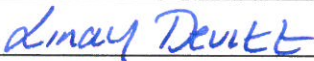
Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Evolve Holdings, Inc.
Authorized Signature:	
Print Name:	Lindy Devitt
Title:	Managing Director
Date:	12/3/18
Address:	10555 Cossey Road
City, State, Zip Code:	Houston, TX 77070
Phone:	(832) 375-0099
Email Address:	Lindy.Devitt@EvolveIncorporated.com



November 26, 2018

Subject: Contract Renewal for JOC CSP for #17/020CG and JOC/CSP for IDIQ On-Call Trades for Harris Department of Education (HCDE)/Choice Partners Cooperative

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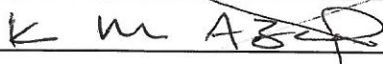


Jeff Drury, Director
Choice Partners

A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	ERC Environmental & Construction Services, Inc. dba ERC
Authorized Signature:	
Print Name:	Kommy M. Azarpour
Title:	President
Date:	December 4, 2018
Address:	10801 Hammerly Blvd., Suite 100
City, State, Zip Code:	Houston, Texas 77043
Phone:	713-290-9444
Email Address:	kazarpour@erc-tx.com



November 26, 2018

**Subject: Contract Renewal for JOC CSP for #17/020CG and JOC/CSP for IDIQ On-Call
T r a d e s for Harris Department of Education (HCDE)/Choice Partners Cooperative**

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Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	DURA PIER FACILITIES SERVICES, LTD. dba FACILITIES SOURCES
Authorized Signature:	
Print Name:	TAMMI L TERRY
Title:	PRESIDENT
Date:	DECEMBER 3, 2018
Address:	13124 PLAYER ST.
City, State, Zip Code:	HOUSTON, TEXAS 77045
Phone:	713-337-5700
Email Address:	tammi@facilitiesources.com



November 26, 2018

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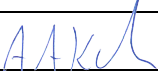
Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Horizon International Group, LLC
Authorized Signature:	
Print Name:	Al Kashani
Title:	Vice President
Date:	December 3, 2018
Address:	4204 Bellaire Blvd.
City, State, Zip Code:	Houston, TX 77025
Phone:	713-660-8282
Email Address:	akashani@hgiusa.com



November 26, 2018

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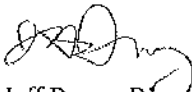
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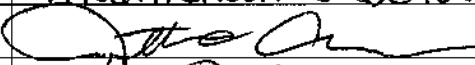
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Sincerely,


 Jeff Drury, Director
 Choice Partners
 A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
 Assistant Superintendent for Business Services
 Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Maintenance Solutions, Inc.
Authorized Signature:	
Print Name:	Jon Andrews
Title:	Sales
Date:	12/5/18
Address:	14832 Boudreaux Rd
City, State, Zip Code:	Tomball TX 77377
Phone:	832-642-0007
Email Address:	Jon@mscoatings.com, Diane@mscoatings.com



November 26, 2018

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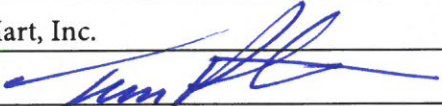
Sincerely,



Jeff Drury, Director
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A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Mart, Inc.
Authorized Signature:	
Print Name:	Tim Proctor
Title:	Vice President
Date:	12/3/18
Address:	1503 Perry St
City, State, Zip Code:	Irving, Texas 75060
Phone:	972.721.1522
Email Address:	mart@martgc.com



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Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Millennium Project Solutions, INC
Authorized Signature:	
Print Name:	Jeremy Morgan
Title:	Project Manager
Date:	12-5-18
Address:	14026 FM 2100 Ste. C
City, State, Zip Code:	Crosby, TX 77532
Phone:	281-328-2200
Email Address:	jmorgan@mps-team.com



November 26, 2018

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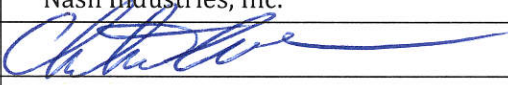
Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Nash Industries, Inc.
Authorized Signature:	
Print Name:	Christopher Nash
Title:	CEO
Date:	12/4-18
Address:	6610 Supply Row
City, State, Zip Code:	Houston TX 77011
Phone:	281-829-4815
Email Address:	cnash@nashindustriesinc.com



November 26, 2018

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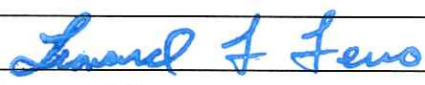
Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Tandus Centiva US LLC
Authorized Signature:	
Print Name:	Leonard F. Ferro
Title:	President
Date:	December 3, 2018
Address:	311 Smith Industrial Blvd
City, State, Zip Code:	Dalton, GA 30721
Phone:	800-241-4085
Email Address:	jamie.collins@tarkett.com



November 26, 2018

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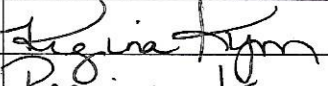
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 Choice Partners
 A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
 Assistant Superintendent for Business Services
 Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Worth Hydrochem of Houston
Authorized Signature:	
Print Name:	Regina Kym
Title:	PRESIDENT
Date:	12/3/2018
Address:	6718 Bourgeois Rd.
City, State, Zip Code:	Houston, TX 77060
Phone:	713-896-0087
Email Address:	reginakym@worthhydrochemofhouston.com



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

Meeting Date:	January 16, 2019		
Title:	Contract renewal for 17/021KC for Academic Programs for QZAB Projects		
Submitted For:	Joann Nichols, Choice Partners	Submitted By:	Cora Day
Recommended Action:	Approve	HCDE Goal(s):	4. Provide cost savings by leveraging tax dollars
Additional Resource Personnel:	Joann Nichols, Jeff Drury, Richard Vela, Yaritza Roman, Bill Monroe and Dr. Jesus Amezcua	Facilities/Technology Approval Needed?:	None

Information**Posted Agenda Item:**

Contract renewal option for job no. 17/021KC for Academic Programs for QZAB Projects with the following vendors: Action Potential Learning, LLC (#17/021KC-01); Cengage Learning, Inc. (#17/021KC-03); Education Galaxy, LLC (#17/021KC-04); KAMICO Instructional Media, Inc. (#17/021KC-06); McGraw-Hill Education, Inc. dba McGraw-Hill School Education, LLC (#17/021KC-07); The W. Oscar Neuhaus Memorial Foundation dba Neuhaus Education Center (#17/021KC-08), and Sirius Education Solutions, LLC dba Sirius Education Solutions (#17/021KC-09) for the period 02/28/2019 through 02/27/2020.

Subject:

Choice Partners; Contract Renewal; Academic Programs for QZAB Projects; Revenue Generating

Rationale:

The process enacted was a Request for Proposal (RFP). Four hundred-thirty seven (437) invitations were extended for proposals. Thirteen (13) responses were received of which one (1) was non-responsive, two (2) were non-awarded, and ten (10) were awarded. HCDE/Choice Partners contract no. 17/021KC was awarded for one (1) year from 02/28/2017 to 02/27/2018. The contract has the option for four (4) annual renewals.

HCDE/Choice Partners recommends exercising the second (2nd) option for renewal period 02/28/2019 to 02/27/2020 for the vendors listed above in Posted Agenda Item. Anticipated revenue from contract no. 17/021KC will be an administrative fee of two percent (2%). This contract is governed by Texas Education Code 44.031.

Fiscal Impact

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

Attachments

Action Potential
Cengage Learning
Education Galaxy
KAMICO

November 26, 2018

**Subject: Contract Renewal for 17/021KC for Academic Programs for QZAB Projects
for Harris Department of Education (HCDE)/Choice Partners Cooperative**

Dear CP Vendor Partner:

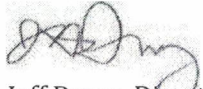
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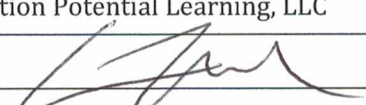
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Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Action Potential Learning, LLC
Authorized Signature:	
Print Name:	Adam Pond
Title:	VP Marketing & Operations
Date:	12/3/2018
Address:	16107 Kensington Dr, #175
City, State, Zip Code:	Sugar Land, TX 77479
Phone:	888.828.7950
Email Address:	apond@aplearning.com



November 26, 2018

Subject: Contract Renewal for 17 / 021KC for Academic Programs for QZAB Projects for Harris Department of Education (HCDE)/Choice Partners Cooperative

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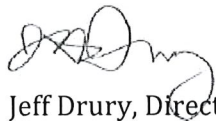
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In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to cora@choicepartners.org.

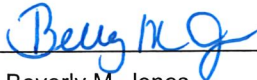
Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Cengage Learning, Inc.
Authorized Signature:	
Print Name:	Beverly M. Jones
Title:	Supervisor, Textbook Services & Adoptions
Date:	November 28, 2018
Address:	5191 Natorp Blvd.
City, State, Zip Code:	Mason, OH 45040
Phone:	800-543-0487
Email Address:	bev.jones@cengage.com



November 26, 2018

**Subject: Contract Renewal for 17/021KC for Academic Programs for QZAB Projects
for Harris Department of Education (HCDE)/Choice Partners Cooperative**

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **February 27, 2019**. This contract has **three (3)** one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **February 28, 2019**.

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If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to cora@choicepartners.org.

Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Education Galaxy LLC
Authorized Signature:	Stephanie Lozano
Print Name:	Stephanie Lozano
Title:	Office Manager
Date:	12-3-18
Address:	2201 N Central Expressway, Ste. 121
City, State, Zip Code:	Richardson, TX 75080
Phone:	844-542-5299
Email Address:	info@educationgalaxy.com



November 26, 2018

Subject: Contract Renewal for 17/021KC for Academic Programs for QZAB Projects for Harris Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **February 27, 2019**. This contract has **three (3)** one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **February 28, 2019**.

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System at <http://www.choicepartners.org/vendor-login.php>, **by December 5, 2018 at 2:00 p.m. central time.**

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to cora@choicepartners.org.


Sincerely,



Jeff Drury, Director
 Choice Partners
 A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
 Assistant Superintendent for Business Services
 Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	KAMICO Instructional Media, Inc.
Authorized Signature:	
Print Name:	Kathy Michael
Title:	President & CEO
Date:	11/28/2018
Address:	PO Box 1143
City, State, Zip Code:	Salado, TX 76571
Phone:	254-947-7283
Email Address:	kmichael@kamico.com



November 26, 2018

Subject: Contract Renewal for 17/021KC for Academic Programs for QZAB Projects for Harris Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **February 27, 2019**. This contract has **three (3)** one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **February 28, 2019**.

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If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to cora@choicepartners.org.

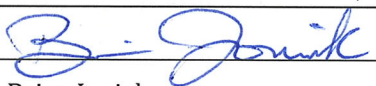
Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	McGraw-Hill School Education, LLC
Authorized Signature:	
Print Name:	Brian Joniak
Title:	Sr. Director Finance/Controller
Date:	December 4, 2018
Address:	8787 Orion Place
City, State, Zip Code:	Columbus, OH 43240
Phone:	800-848-1567; Customer service: 800-338-3987
Email Address:	BidsandContracts@mheducation.com



November 26, 2018

**Subject: Contract Renewal for 17 / 021KC for Academic Programs for QZAB Projects
for Harris Department of Education (HCDE)/Choice Partners Cooperative**

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **February 27, 2019**. This contract has **three (3)** one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **February 28, 2019**.

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System at <http://www.choicepartners.org/vendor-login.php> by **December 5, 2018 at 2:00 p.m. central time**.

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to cora@choicepartners.org.

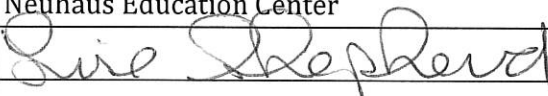
Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Neuhaus Education Center
Authorized Signature:	
Print Name:	Lise Shepherd
Title:	Chief Financial Officer
Date:	11-29-18
Address:	4433 Bissonnet
City, State, Zip Code:	Houston, TX 77401
Phone:	713-664-7676
Email Address:	neuhaupo@neuhaus.org



November 26, 2018

**Subject: Contract Renewal for 17/021KC for Academic Programs for QZAB Projects
for Harris Department of Education (HCDE)/Choice Partners Cooperative**

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **February 27, 2019**. This contract has **three (3)** one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **February 28, 2019**.

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System at <http://www.choicepartners.org/vendor-login.php>, **by December 5, 2018 at 2:00 p.m. central time**.

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to cora@choicepartners.org.

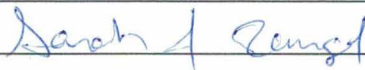
Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Sirius Education Solutions LLC
Authorized Signature:	
Print Name:	Sarah J. Rangel
Title:	Director of Operations
Date:	
Address:	1108 Lavaca Street, Suite 110-197
City, State, Zip Code:	Austin, Texas 78701
Phone:	800-942-1379
Email Address:	sarah@siriuseducationsolutions.com



Regular Board Meeting**6.C.7.****Meeting Date:** January 16, 2019**Title:** Assignment of Contract for 18/056KD-51 from Prologic Technology Systems, Inc. to Frontline Technologies Group, LLC**Submitted For:** Joann Nichols, Choice Partners**Submitted By:** Cora Day**Recommended Action:** Approve**HCDE Goal(s):** 4. Provide cost savings by leveraging tax dollars**Additional Resource Personnel:** Joann Nichols, Jeff Drury, Richard Vela, Yaritza Roman, Bill Monroe and Dr. Jesus Amezcua**Facilities/Technology Approval Needed?:** None

Information**Posted Agenda Item:**

Assignment of contract for job no. 18/056KD-51 for Technology Hardware, Software and Services. Prologic Technology Systems, Inc. (contract no. 18/056KD-51) to Frontline Technologies Group, LLC. The effective date of the Consent for assignment is January 16, 2019.

Subject:

Choice Partners; Contract Assignment; Technology Hardware, Software and Services; Revenue Generating

Rationale:

HCDE/Choice Partners members may utilize contract 18/056KD-51 for **Technology Hardware, Software and Services** from Frontline Technologies Group, LLC. Frontline Technologies Group, LLC has acquired the assets of Prologic Technology Systems, Inc., effective upon board approval. All purchases made under this contract are subject to an administrative fee of two percent (2%). This contract is governed by Texas Education Code 44.031.

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

Attachments

Prologic-Frontline Assignment

Form Review**Inbox**

Choice Partners
Purchasing Alternate
Purchasing
Assistant Superintendent - Business
Form Started By: Cora Day
Final Approval Date: 01/03/2019

Reviewed By

Jeff Drury
Yaritza Roman
Bill Monroe
Jesus Amezcua

Date

12/19/2018 09:08 AM
01/03/2019 10:50 AM
01/03/2019 02:03 PM
01/03/2019 06:23 PM
Started On: 12/17/2018 10:57 AM

CONSENT TO ASSIGNMENT OF CONTRACT AND ASSIGNMENT OF CONTRACT

WHEREFORE, Prologic Technology Systems, Inc. the current registered vendor for Contract #18/056KD-51 ("the Contract") with Harris County Department of Education ("HCDE"), has requested permission to assign the Contract to Frontline Technologies Group LLC

The Assignment provision under the Contract's current Terms and Conditions states: "No assignment of contract may be made without the prior written approval of HCDE." Contract #18/056KD-51, General Terms and Conditions.

In accordance with the Assignment provision under the Contract's current Terms and Conditions, HCDE hereby provides its written consent to request Prologic Technology Systems, Inc. to assign to Frontline Technologies Group LLC its rights and obligations under the Contract. Upon execution of this Assignment, Prologic Technology Systems, Inc. shall no longer be the named Vendor in the Contract, and Frontline Technologies Group LLC shall, in all respects, be the name Vendor under the Contract. HCDE's consent is conditioned upon Prologic Technology Systems, Inc. agreement to guaranty Frontline Technologies Group LLC's obligations under the Contract.

NOW THEREFORE, HCDE and Frontline Technologies Group LLC agree as follows:

1. HCDE and Prologic Technology Systems, Inc. hereby agree that Prologic Technology Systems, Inc. hereby assigns all of its rights, title, and interest and delegates all of its obligations, responsibilities, and duties, in and to the Contract, to Frontline Technologies Group LLC.
2. Frontline Technologies Group LLC hereby accepts the assignment of all of Prologic Technology Systems, Inc.'s obligations, responsibilities, and duties under the Contract and all of Prologic Technology Systems, Inc.'s rights, title, and interest in and to the Contract.
3. Notwithstanding the foregoing, Prologic Technology Systems, Inc. hereby unconditionally guarantees the performance of Frontline Technologies Group LLC under the Contract, and unconditionally guarantees any and all obligations of Frontline Technologies Group LLC under the Contract, and Prologic Technology Systems, Inc. hereby agrees to defend and indemnify HCDE and/or any member of HCDE's Purchasing program who purchases goods and/or services under the Contract from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from Frontline Technologies Group LLC and/or Prologic Technology Systems, Inc.'s performance prior to this Assignment and resulting from Frontline Technologies Group LLC's performance after this Assignment.
4. Prologic Technology Systems, Inc. agrees to indemnify HCDE and/or any member of the HCDE Purchasing program who purchases goods and/or services under the Contract from any and all claims, actions, judgments, liabilities, proceedings and costs, including

reasonable attorney's fees and other costs of defense and damages, resulting from Frontline Technologies Group LLC's performance of the Contract.

5. HCDE, in executing its consent to this Assignment, does not release Prologic Technology Systems, Inc. from any claims or remedies it and/or any member of HCDE Purchasing program who purchases goods and/or services under the Contract may have against Prologic Technology Systems, Inc. under the Contract.
6. HCDE's consent of this Assignment does not constitute and shall not be construed as any consent or approval for any other or further assignment of the Contract.
7. HCDE's consent of the Assignment and Prologic Technology Systems, Inc.'s assignment to Frontline Technologies Group LLC do not change the Terms and Conditions of the Contract, all of which shall remain in full force and effect except that upon execution of this Assignment, the term "Vendor" in the Contract shall be defined as, and refer to the assignee, Frontline Technologies Group LLC.

IN WITNESS WHEREOF, the parties set their hands on this 29th date of November, 2018
by their duly authorized representatives.

Prologic Technology Systems, Inc.

Signature

Jeffery Pepper

Print Name

President

Title

Frontline Technologies Group LLC

Signature

Scott Crouch

Print Name

Vice President

Title

Approved: Harris County Department of Education

Jesus Amezcua, Ph.D., CPA, RTSBA
Assistant Superintendent for Business Services

Regular Board Meeting**6.C.8.**

Meeting Date:	January 16, 2019		
Title:	Assignment of Contract for 15/041JN-11 from SETEX Construction Corporation to SETEX Facilities & Maintenance, LLC		
Submitted For:	Joann Nichols, Choice Partners	Submitted By:	Cora Day
Recommended Action:	Approve	HCDE Goal(s):	4. Provide cost savings by leveraging tax dollars
Additional Resource Personnel:	Joann Nichols, Jeff Drury, Richard Vela, Yaritza Roman, Bill Monroe and Dr. Jesus Amezcua	Facilities/Technology Approval Needed?:	None

Information**Posted Agenda Item:**

Assignment of contract for job no. 15/041JN-11 for IDIQ Construction and Maintenance (Job Order Contracting) from SETEX Construction Corporation to SETEX Facilities & Maintenance, LLC (contract no. 15/041JN-11). The effective date of the Consent for assignment is January 16, 2019.

Subject:

Choice Partners; Contract Assignment; IDIQ Construction and Maintenance (Job Order Contracting); Revenue Generating

Rationale:

HCDE/Choice Partners members may utilize contract 15/041JN-11 for **IDIQ Construction and Maintenance (Job Order Contracting)** from SETEX Facilities & Maintenance, LLC. SETEX Construction Corporation is requesting a name change (i.e.transfer) to SETEX Facilities & Maintenance, LLC for its Job Order Contracting projects, effective upon board approval. All purchases made under this contract are subject to an administrative fee of four percent (4%). This contract is governed by Texas Education Code 44.031, and Texas Government Code 2269.

Fiscal Impact

Included in FY budget Y/N: Y

Included in current budget amendment Y/N: N

Attachments

SETEX Contract Assignment

Form Review**Inbox**

Choice Partners
Purchasing Alternate
Purchasing
Assistant Superintendent - Business
Form Started By: Cora Day
Final Approval Date: 01/03/2019

Reviewed By

Jeff Drury
Yaritza Roman
Bill Monroe
Jesus Amezcua

Date

12/19/2018 09:05 AM
01/03/2019 10:39 AM
01/03/2019 02:02 PM
01/03/2019 06:23 PM
Started On: 12/17/2018 10:32 AM

CONSENT TO ASSIGNMENT OF CONTRACT AND ASSIGNMENT OF CONTRACT

WHEREFORE, **SETEX Construction Corp.** the current registered vendor for Contract #15/041JN-11-2015 ("the Contract") with Harris County Department of Education ("HCDE"), has requested permission to assign the Contract to **SETEX Facilities & Maintenance, LLC**

The Assignment provision under the Contract's current Terms and Conditions states: "No assignment of contract may be made without the prior written approval of HCDE." **Contract #15/041JN-11-2015**, General Terms and Conditions.

In accordance with the Assignment provision under the Contract's current Terms and Conditions, HCDE hereby provides its written consent to request **SETEX Construction Corp.** to assign to **SETEX Facilities & Maintenance, LLC** its rights and obligations under the Contract. Upon execution of this Assignment, **SETEX Construction Corp.** shall no longer be the named Vendor in the Contract, and **SETEX Facilities & Maintenance, LLC** shall, in all respects, be the name Vendor under the Contract. HCDE's consent is conditioned upon **SETEX Construction Corp.'s** agreement to guaranty **SETEX Facilities & Maintenance, LLC's** obligations under the Contract.

NOW THEREFORE, **HCDE** and **SETEX Facilities & Maintenance, LLC** agree as follows:

1. **HCDE** and **SETEX Construction Corp.** hereby agree that **SETEX Construction Corp.** hereby assigns all of its rights, title, and interest and delegates all of its obligations, responsibilities, and duties, in and to the Contract, to **SETEX Facilities & Maintenance, LLC**.
2. **SETEX Facilities & Maintenance, LLC** hereby accepts the assignment of all of **SETEX Construction Corp.'s** obligations, responsibilities, and duties under the Contract and all of **SETEX Construction Corp.'s** rights, title, and interest in and to the Contract.
3. Notwithstanding the foregoing, **SETEX Construction Corp.** hereby unconditionally guarantees the performance of **SETEX Facilities & Maintenance, LLC** under the Contract, and unconditionally guarantees any and all obligations of **SETEX Facilities & Maintenance, LLC** under the Contract, and **SETEX Construction Corp.** hereby agrees to defend and indemnify HCDE and/or any member of HCDE's Purchasing program who purchases goods and/or services under the Contract from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from **SETEX Facilities & Maintenance, LLC** and/or **SETEX Construction Corp.'s** performance prior to this Assignment and resulting from **SETEX Facilities & Maintenance, LLC's** performance after this Assignment.
4. **SETEX Construction Corp.** agrees to indemnify HCDE and/or any member of the HCDE Purchasing program who purchases goods and/or services under the Contract from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable

attorney's fees and other costs of defense and damages, resulting from **SETEX Facilities & Maintenance, LLC**'s performance of the Contract.

5. HCDE, in executing its consent to this Assignment, does not release **SETEX Construction Corp.** from any claims or remedies it and/or any member of HCDE Purchasing program who purchases goods and/or services under the Contract may have against **SETEX Construction Corp.** under the Contract.
6. HCDE's consent of this Assignment does not constitute and shall not be construed as any consent or approval for any other or further assignment of the Contract.
7. HCDE's consent of the Assignment and **SETEX Construction Corp.**'s assignment to **SETEX Facilities & Maintenance, LLC** do not change the Terms and Conditions of the Contract, all of which shall remain in full force and effect except that upon execution of this Assignment, the term "Vendor" in the Contract shall be defined as, and refer to the assignee, **SETEX Facilities & Maintenance, LLC**.

IN WITNESS WHEREOF, the parties set their hands on this 10 date of December, 20 18 by their duly authorized representatives.

SETEX Construction Corp.



Signature


Nathan Rivers

Print Name

President

Title

SETEX Facilities & Maintenance, LLC



Signature

Nathan Rivers

Print Name

President

Title

Approved: Harris County Department of Education

Jesus Amezcua, Ph.D., CPA, RTSBA
Assistant Superintendent for Business Services

Regular Board Meeting**6.C.9.****Meeting Date:** January 16, 2019**Title:** Master Service Interlocal Agreements**Submitted For:** Joann Nichols, Choice Partners**Submitted By:** Cora Day**Recommended Action:** Approve**HCDE Goal(s):** 4. Provide cost savings by leveraging tax dollars**Additional Resource Personnel:** Joann Nichols, Jeff Drury, Richard Vela, Yaritza Roman, Bill Monroe and Dr. Jesus Amezcua**Facilities/Technology Approval Needed?:** None**Information****Posted Agenda Item:**

HCDE Interlocal Agreements with: Gulf Coast Authority, Houston, Texas; New Boston ISD, New Boston, Texas; Newton Independent School District, Newton, Texas; Matagorda County, Bay City, Texas; Frankston ISD, Frankston, Texas; City of Corinth, Corinth, Texas; Bulverde Area Rural Library District, Bulverde, Texas; Odem-Edroy ISD, Odem, Texas; Waller County, Hempstead, Texas, and City of Simonton, Simonton, Texas.

Subject:

HCDE Interlocal Agreements with:

Entity Name	Entity Type	City	State	Region
Gulf Coast Authority	Governmental	Houston	TX	04
New Boston ISD	School District (Outside Harris County)	New Boston	TX	08
Newton Independent School District	School District (Outside Harris County)	Newton	TX	05
Matagorda County	County	Bay City	TX	03
Frankston ISD	School District (Outside Harris County)	Frankston	TX	07
City of Corinth	City	Corinth	TX	11
Bulverde Area Rural Library District	Governmental	Bulverde	TX	20
Odem-Edroy ISD	School District (Outside Harris County)	Odem	TX	02
Waller County	County	Hempstead	TX	04
City of Simonton	City	Simonton	TX	04

Rationale:

HCDE Interlocal Agreements with:

Entity Name	Entity Type	City	State	Region
Gulf Coast Authority	Governmental	Houston	TX	04

New Boston ISD	School District (Outside Harris County)	New Boston	TX	08
Newton Independent School District	School District (Outside Harris County)	Newton	TX	05
Matagorda County	County	Bay City	TX	03
Frankston ISD	School District (Outside Harris County)	Frankston	TX	07
City of Corinth	City	Corinth	TX	11
Bulverde Area Rural Library District	Governmental	Bulverde	TX	20
Odem-Edroy ISD	School District (Outside Harris County)	Odem	TX	02
Waller County	County	Hempstead	TX	04
City of Simonton	City	Simonton	TX	04

Fiscal Impact

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

Attachments

Gulf Coast Authority
New Boston ISD
Newton ISD
Matagorda County
Frankston iSD
Corinth (City)
Bulverde AR Library District
Odem-Edroy ISD
Waller County
City of Simonton
Interlocal Map

Form Review

Inbox	Reviewed By	Date
Choice Partners	Joann Nichols	12/20/2018 11:44 AM
Purchasing Alternate	Yaritza Roman	01/03/2019 11:14 AM
Purchasing	Bill Monroe	01/03/2019 02:11 PM
Assistant Superintendent - Business	Jesus Amezcua	01/03/2019 02:17 PM

Interlocal Agreement
between Harris County Department of Education
& Gulf Coast Authority

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 Gulf Coast Authority, a local governmental entity and/or political subdivision ("LGE"), located in Houston (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

Gulf Coast Authority ("LGE")
Attn: Andrew Hutto
Title: Senior Purchasing Officer
Address: 910 Bay Area Blvd
City, State, Zip: Houston, TX 77058
Phone: 281-488-4115
Email: ahutto@gcatx.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:

Gulf Coast Authority

Name of Local Governmental Entity




Authorized Signature

Lori Traweek

Printed Name

Chief Executive Officer

Title

 11/19/2018

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 type="checkbox"/> City/Municipality |
| <input type="checkbox"/> University | <input type="checkbox"/> College |
| <input type="checkbox"/> State Entity | |
| <input checked="" type="checkbox"/> Governmental entity/other: <u>special district</u> | |

Interlocal Agreement
between Harris County Department of Education
& New Boston 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 New Boston ISD, a local governmental entity and/or political subdivision ("LGE"), located in New Boston (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

New Boston ISD _____ ("LGE")
Attn: Jackie Barnwell
Title: Director of Business Operations
Address: 201 Rice Street
City, State, Zip: New Boston, TX 75570
Phone: 903-628-2521
Email: jbarnwell@nbschools.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:

New Boston ISD

Name of Local Governmental Entity



Authorized Signature

Rob Carr

Printed Name

President, Board of Trustees

Title

11/12/2018

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
& NEWTON 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 NEWTON INDEPENDENT SCHOOL DISTRICT, a local governmental entity and/or political subdivision ("LGE"), located in NEWTON (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

NEWTON INDEPENDENT SCHOOL DISTRICT ("LGE")
Attn: MICHELLE BARROW
Title: SUPERINTENDENT
Address: 720 RUSK STREET
City, State, Zip: NEWTON TX 75966
Phone: 409-420-6600 EXT 1240
Email: malinda.ortolon@newtonisd.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:

NEWTON INDEPENDENT SCHOOL DISTRICT

Name of Local Governmental Entity

Michelle Barrow

Authorized Signature

MICHELLE BARROW

Printed Name

SUPERINTENDENT

Title

DECEMBER 3, 2018

Date

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

- ☒ School District ☐ Charter School
☐ County ☐ City/Municipality
☐ University ☐ College
☐ State Entity
☐ Governmental entity/other: _____

Harris County Department of Education

James Colbert, Jr.

County School Superintendent

Date

Interlocal Agreement
between Harris County Department of Education
& Matagorda 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 Matagorda County, a local governmental entity and/or political subdivision ("LGE"), located in Bay City (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

Matagorda County ("LGE")
Attn: Nate McDonald
Title: County Judge
Address: 1700 7th Street
City, State, Zip: Bay City, Texas, 77414
Phone: 979-244-7605
Email: cojudge@co.matagorda.tx.us

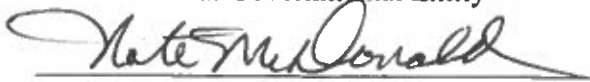
15. **Relation of Parties.** It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent,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

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

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

Matagorda County

Name of Local Governmental Entity



Authorized Signature

Nate McDonald

Printed Name

County Judge

Title

11/05/2018

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
& Frankston 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 Frankston ISD, a local governmental entity and/or political subdivision ("LGE"), located in Frankston (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 IICDE 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 IICDE program and/or service delivered.
4. As is. IICDE makes this Agreement available to IICDE 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 IICDE and LGE.

LGE agrees to adhere to the specific terms and conditions set forth for the IICDE 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 IICDE 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. IICDE will invoice LGE for the IICDE programs and services that LGE purchases from IICDE. LGE agrees to remit payment to IICDE 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 IICDE with a credit card, LGE agrees to pay to IICDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by IICDE, including, without limitation, the processing fee(s) charged to IICDE by the credit card company(ies).
8. Participation in IICDE's Cooperative Purchasing Program. If LGE elects to participate in IICDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by IICDE. IICDE 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. IICDE 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

Frankston ISD _____ ("LGE")
Attn: Ed Prater
Title: Executive Director
Address: P O Box 428
City, State, Zip: Frankston TX 75763
Phone: 903 876 5920
Email: edprater@frankstonisd.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.** IICDE DOES NOT WARRANT THAT THE OPERATION OR USE OF IICDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. IICDE 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, IICDE and LGE have executed this Agreement to be effective on the date specified in Article I, **Term** above:

Frankston ISD

Name of Local Governmental Entity

Harris County Department of Education

Authorized Signature

Ed Prater

James Colbert, Jr.

Printed Name

Executive Director

County School Superintendent

Title

December 6, 2018

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
& City of Corinth

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 Corinth, a local governmental entity and/or political subdivision ("LGE"), located in Corinth (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 Corinth ("LGE")
Attn: Bob Hart
Title: City Manager
Address: 3300 Corinth Parkway
City, State, Zip: Corinth TX 76208
Phone: (940) 498-3200
Email: bob.hart@cityofcorinth.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.

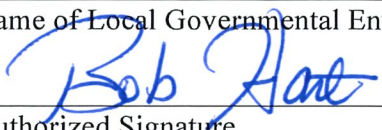
16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in 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 Corinth

Name of Local Governmental Entity



Authorized Signature

Bob Hart

Printed Name

City Manager

Title

12/6/18

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
& Bulverde Area Rural Library 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 Bulverde Area Rural Library District, a local governmental entity and/or political subdivision ("LGE"), located in Bulverde (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

Bulverde Area Rural Library District ("LGE")
Attn: Susan Herr
Title: Library Director
Address: 131 Bulverde Crossing
City, State, Zip: Bulverde, TX 78163
Phone: 830.438.4864
Email: susan@mfplib.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:

Bulverde Area Rural Library District

Name of Local Governmental Entity



Authorized Signature

Bev Lemes

Printed Name

President

Title

12/9/2018

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 type="checkbox"/> City/Municipality |
| <input type="checkbox"/> University | <input type="checkbox"/> College |
| <input type="checkbox"/> State Entity | |
| <input checked="" type="checkbox"/> Governmental entity/other: | <u>Library District</u> |

Interlocal Agreement
between Harris County Department of Education
& Odem-Edroy 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 Odem-Edroy ISD, a local governmental entity and/or political subdivision ("LGE"), located in Odem (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

Odem-Edroy ISD ("LGE")
Attn: Yolanda L. Carr
Title: Superintendent of Schools
Address: 1 Owl Square
City, State, Zip: Odem, Texas 78370
Phone: 361-368-8279
Email: carry@oeisd.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:

Odem-Edroy Independent School District

Name of Local Governmental Entity



Authorized Signature

Yolanda L. Carr

Printed Name

Superintendent of Schools

Title

12-10-2018

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: _____



Debbie Hollan
Waller County Clerk

December 6, 2018

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

Re: Interlocal Agreement with Harris County Department of Education

Please find enclosed the Interlocal Agreement between Waller County and Harris County Department of Education which was approved by Commissioners Court on December 5, 2018 and has been signed by the County Judge. Please sign the enclosed agreement, keep a copy for your records and return the original in the envelope provided.

Should you have any questions or need more information, please do not hesitate to contact me.

Sincerely,

Debbie Hollan, County Clerk

By


Stephanie Tompkins, Deputy

Enclosure

Interlocal Agreement between Harris County Department of Education & WALLER 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 WALLER COUNTY, a local governmental entity and/or political subdivision ("LGE"), located in HEMPSTEAD (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

Waller County _____ ("LGE")
Attn: Carbett "Trey" J. Dunon III
Title: Waller County Judge
Address: 836 Austin Street, Ste 203
City, State, Zip: Hempstead, Texas 77445
Phone: 979-826-7700
Email: t.duhon@wallercounty.us

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

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

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

Waller County

Name of Local Governmental Entity

Authorized Signature

Carbett "Trey" J Duhon III

Printed Name

Waller County Judge

Title

December 5, 2018

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 checked="" 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
& City of Simonton

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 Simonton, a local governmental entity and/or political subdivision ("LGE"), located in Simonton (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 law 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 Simonton _____ ("LGE")
Attn: Jennifer Jones Ward
Title: City Administrator
Address: PO BOX 7
City, State, Zip: Simonton, Texas 77476
Phone: 281-533-9809
Email: jjward@simontontexas.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 1. Term above:

City of Simonton

Name of Local Governmental Entity

Laurie Boudreaux

Authorized Signature

Laurie Boudreaux

Printed Name

Mayor

Title

November 20, 2018

Date

Harris County Department of Education

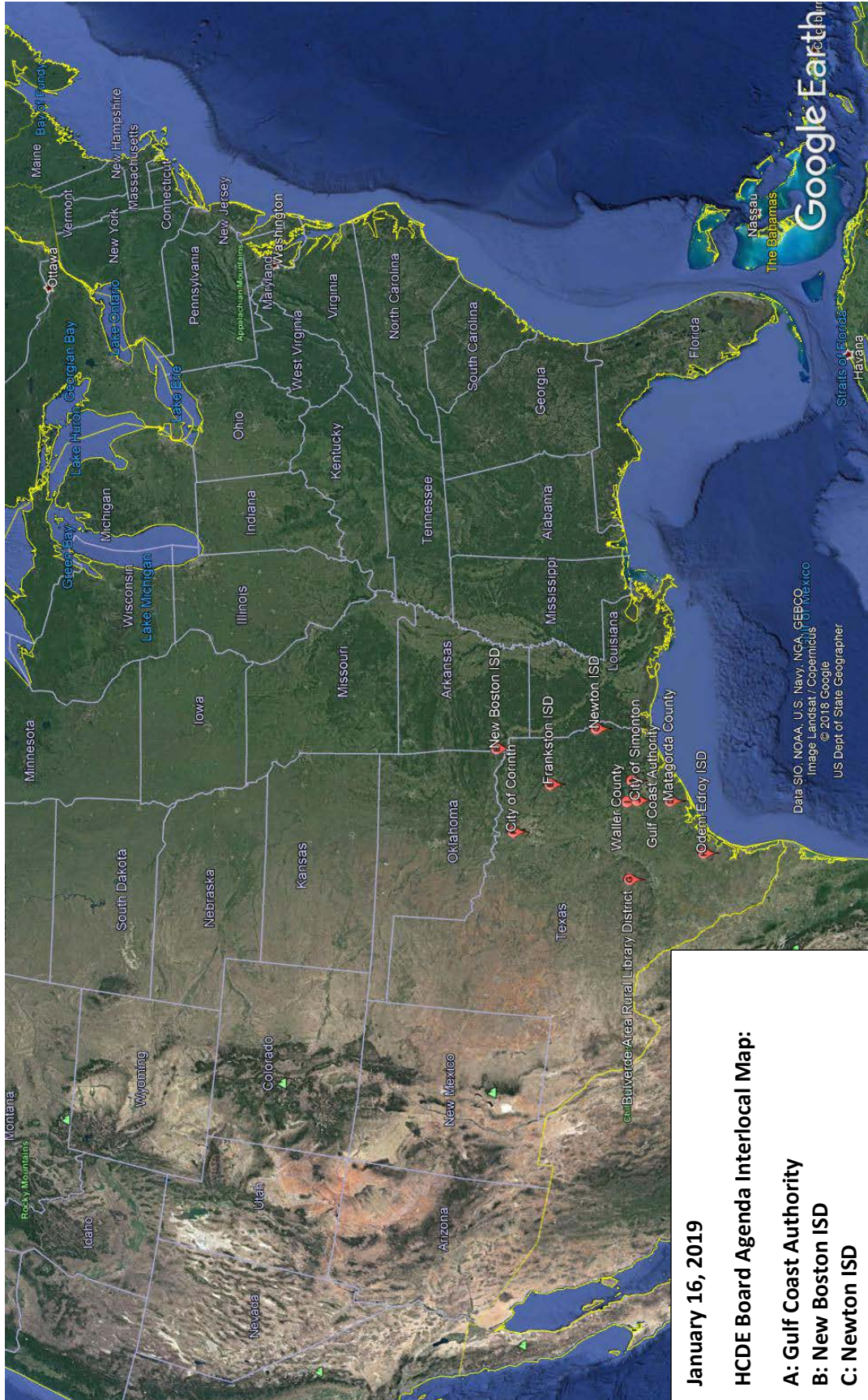
James Colbert, Jr.

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: _____ | |



January 16, 2019

HCDE Board Agenda Interlocal Map:

- A: Gulf Coast Authority
- B: New Boston ISD
- C: Newton ISD
- D: Matagorda County
- E: Frankston ISD
- F: City of Corinth
- G: Bulverde Area Rural Library District
- H: Odem-Edroy ISD
- I: Waller County
- J: City of Simonton

Regular Board Meeting**6.C.10.****Meeting Date:** January 16, 2019**Title:** Contract Renewal for 16/002CG Indoor Outdoor LED Lighting**Submitted For:** Joann Nichols, Choice Partners**Submitted By:** Cora Day**Recommended Action:** Approve**HCDE Goal(s):** 4. Provide cost savings by leveraging tax dollars**Additional Resource Personnel:** Joann Nichols, Jeff Drury, Richard Vela, Yaritza Roman, Bill Monroe and Dr. Jesus Amezcua**Facilities/Technology Approval Needed?:** None

Information**Posted Agenda Item:**

Contract renewal option for job no. 16/002CG for Indoor Outdoor LED Lighting with the following vendors: Consolidated Electrical Distributors, Inc. (#16/002CG-04); Eco Induction Systems, LLC dba EIS Lighting (#16/002CG-06); Summit Electric Supply Company, Inc. (#16/002CG-10); Unified Sunergy Systems, LLC (#16/002CG-12), and Xtralight Manufacturing, Ltd dba Utility Metering Solutions (#16/002CG-13) for the period 02/23/2019 through 02/22/2020.

Subject:

Choice Partners; Contract Renewal; Indoor Outdoor LED Lighting; Revenue Generating

Rationale:

The process enacted was a Request for Proposal (RFP). Ninety-three (93) invitations were extended for proposals. Nineteen (19) responses were received of which six (6) were non-awarded, and thirteen (13) were awarded. HCDE/Choice Partners contract no. 16/002CG was awarded for one (1) year from 02/23/2016 to 02/22/2017. The contract has the option for four (4) annual renewals.

HCDE/Choice Partners recommends exercising the third (3rd) option for renewal period 02/23/2019 to 02/22/2020 for the vendors listed above in Posted Agenda Item. Anticipated revenue from contract no. 16/002CG will be an administrative fee of two percent (2%). This contract is governed by Texas Education Code 44.031.

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

Attachments

Consolidated Electrical (CED)
EIS Lighting
Summit Electric
Unified Synergy
Xtralight Manufacturing

November 26, 2018

Subject: Contract Renewal for 16/002CG for Indoor/Outdoor LED Lighting and Related Items for Harris Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **February 22, 2019**. This contract has **two (2)** one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **February 23, 2019**.

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System at <http://www.choicepartners.org/vendor-login.php> by **December 5, 2018 at 2:00 p.m. central time**.

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to cora@choicepartners.org.

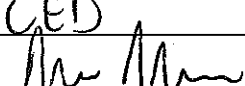
Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	CEC
Authorized Signature:	
Print Name:	Mark McGowan
Title:	Sales
Date:	11/28/18
Address:	850 Greens Pkwy #200
City, State, Zip Code:	Houston TX 77067
Phone:	281-874-8926
Email Address:	mmcgowan@cedhouston.com



November 26, 2018

Subject: Contract Renewal for 16/002CG for Indoor/Outdoor LED Lighting and Related Items for Harris Department of Education (HCDE)/Choice Partners Cooperative

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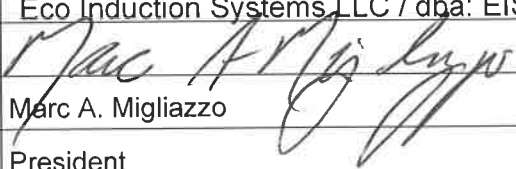
Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Eco Induction Systems LLC / dba: EIS Lighting
Authorized Signature:	
Print Name:	Marc A. Migliazzo
Title:	President
Date:	12-01-2018
Address:	11444 Parkchester Dr.
City, State, Zip Code:	Dallas, TX 75230
Phone:	214-325-6567
Email Address:	marc.m@eislighing.com



November 26, 2018

Subject: Contract Renewal for 16/002CG for Indoor/Outdoor LED Lighting and Related Items for Harris Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

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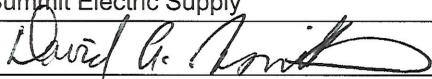
Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Summit Electric Supply
Authorized Signature:	
Print Name:	David A. Nesmith
Title:	Lighting Division Manager
Date:	December 5, 2018
Address:	8718 W. Little York Rd., Ste.100
City, State, Zip Code:	Houston, Tx. 77040
Phone:	713-230-6300
Email Address:	david.nesmith@summit.com



November 26, 2018

Subject: Contract Renewal for 16/002CG for Indoor/Outdoor LED Lighting and Related Items for Harris Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

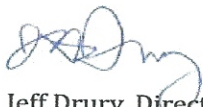
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If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to cora@choicepartners.org.


Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	UNIFIED SUNERGY SYSTEMS LLC
Authorized Signature:	
Print Name:	Ali Mehmed
Title:	CEO
Date:	11/28/2018
Address:	2204 Sagebrush Drive
City, State, Zip Code:	Flower Mound, TX 75028
Phone:	8175577278
Email Address:	ali.mehmed@unifiedsunergy.com



November 26, 2018

Subject: Contract Renewal for 16 / 002 CG for Indoor/Outdoor LED Lighting and Related Items for Harris Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **February 22, 2019**. This contract has **two (2)** one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **February 23, 2019**.

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System at <http://www.choicepartners.org/vendor-login.php> by **December 5, 2018 at 2:00 p.m. central time**.

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to cora@choicepartners.org.

Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	XtraLight Manufacturing, Ltd.
Authorized Signature:	
Print Name:	Richard K. Shirley
Title:	Chief Operating Officer
Date:	November 28, 2018
Address:	8812 Frey Road
City, State, Zip Code:	Houston, TX 77034
Phone:	713-943-9927
Email Address:	richard.shirley@xlm.com



Regular Board Meeting**6.D.1.**

Meeting Date:	January 16, 2019		
Title:	Renewal Option for RFQ 17/015KJ Architectural Design Services		
Submitted For:	Bill Monroe, Purchasing	Submitted By:	Inga Ash
Recommended Action:	Approve	HCDE Goal(s):	1. Impact education/respond to evolving needs
Additional Resource Personnel:	Dr. Jesus Amezcua, Bill Monroe, Kendra Jackson, Inga Ash	Facilities/Technology Approval Needed?:	None

Information**Posted Agenda Item:**

Contract renewal option for job no. 17/015KJ for Architectural Design Services with the following vendors: Swart Architects, Inc.(FY 17-18 expenditures \$57,150), Corgan (FY 17-18 expenditures ZERO) , and Cre8 Architects (FY 17-18 expenditures \$2,235.) for the period of 01/19/2019 through 01/18/2020.

Subject:

Renewal, Architectural Design Services

Rationale:

Consider renewal option for RFQ 17/015KJ for Architectural Design Services for the period of 01/19/2019 through 01/18/2020 with the following vendors:

- Swart Architects, Inc.
- Cre8 Architects
- Corgan

This RFQ was issued to acquire a pool of architects to be contracted as needed. A total of seventy-two (72) Invitation to propose were sent to potential architectural vendors of which six (6) responses were received. Five (5) architects were chosen, based on qualifications and demonstrated competence. The RFQ allows for a contract period of one year with option to renew annually up to four additional years. The original contract period began on 01/19/2017 through 01/18/2018. Contracts will be negotiated as needed by HCDE.

Contract is in accordance with Government Code 2254 (Procuring Professional Services).

Fiscal Impact**Attachments**

Execution of Offer

Form Review**Inbox**

Purchasing
Purchasing Alternate (Originator)
Purchasing
Assistant Superintendent - Business
Form Started By: Inga Ash
Final Approval Date: 01/03/2019

Reviewed By

Inga Ash
Yaritza Roman
Bill Monroe
Jesus Amezcua

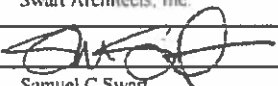
Date

12/14/2018 01:22 PM
01/03/2019 02:34 PM
01/03/2019 03:53 PM
01/03/2019 06:23 PM
Started On: 12/11/2018 03:26 PM

**HARRIS COUNTY DEPARTMENT OF EDUCATION
EXECUTION OF OFFER – CONTRACT RENEWAL**

The undersigned company representative has carefully examined all instructions, requirements, specifications, terms, and conditions of the original proposal and this contract renewal and certifies:

- 1) It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the original RFP.
- 2) All statements, information, and representations prepared and submitted in response to this contract renewal request are current, complete, true, and accurate.
- 3) It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
- 4) It shall be bound by all statements, representations, warranties, and guarantees made in the original proposal and the updated terms and conditions.
- 5) That all of the requirements of this contract renewal have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by HCDE if not otherwise noted.
- 6) The individual signing below has authority to enter into this contract renewal on behalf of Vendor.
- 7) Vendor acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
- 8) This contract is subject to purchase orders duly authorized and executed by HCDE.

CORPORATE NAME:	Swart Architects, Inc.		
AUTHORIZED SIGNATURE:			
PRINT NAME:	Samuel C Swart		
TITLE:	President		
DATE:	12/05/18		
ADDRESS:	2855 Mangum Suite 505		
CITY, STATE, ZIP CODE:	Houston, Texas 77092		
PHONE:	713-729-0766	FAX:	
EMAIL ADDRESS:	swart@sbeglobal.net		

This section to be completed by HCDE

Contract Number: _____ Original term of contract: _____ to _____

Contract Renewal Term: _____ to _____ Number of Renewal Options Left _____

This contract renewal shall be for the period of one (1) year if agreed to by HCDE and awarded vendor.

Approved by Harris County Department of Education:

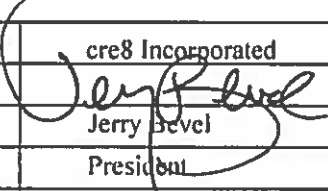
Jesus J. Amezcua, Ph.D., CPA, RTSBA
Assistant Superintendent for Business Services

Approval Date

**HARRIS COUNTY DEPARTMENT OF EDUCATION
EXECUTION OF OFFER – CONTRACT RENEWAL**

The undersigned company representative has carefully examined all instructions, requirements, specifications, terms, and conditions of the original proposal and this contract renewal and certifies:

- 1) It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the original RFP.
- 2) All statements, information, and representations prepared and submitted in response to this contract renewal request are current, complete, true, and accurate.
- 3) It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
- 4) It shall be bound by all statements, representations, warranties, and guarantees made in the original proposal and the updated terms and conditions.
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- 7) Vendor acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
- 8) This contract is subject to purchase orders duly authorized and executed by HCDE.

CORPORATE NAME:	cre8 Incorporated		
AUTHORIZED SIGNATURE:			
PRINT NAME:	Jerry Bevel		
TITLE:	President		
DATE:	December 10, 2018		
ADDRESS:	3815 Montrose Boulevard, Suite 123		
CITY, STATE, ZIP CODE:	Houston, TX 77006		
PHONE:	713-526-2738	FAX:	N/A
EMAIL ADDRESS:	jerry.bevel@cre8houston.com		

This section to be completed by HCDE

Contract Number: _____ Original term of contract: _____ to _____

Contract Renewal Term: _____ to _____ Number of Renewal Options Left _____

This contract renewal shall be for the period of one (1) year if agreed to by HCDE and awarded vendor.

Approved by Harris County Department of Education:

Jesus J. Amezcua, Ph.D., CPA, RTSBA
Assistant Superintendent for Business Services

Approval Date

Regular Board Meeting**6.D.2.****Meeting Date:** January 16, 2019**Title:** Renewal Option for Job No. 17/003YR Food and Delivery Services for HCDE Head Start**Submitted For:** Bill Monroe, Purchasing**Submitted By:** Inga Ash**Recommended Action:** Approve**HCDE Goal(s):** 1. Impact education/respond to evolving needs**Additional Resource Personnel:** Dr. Amezcua, Bill Monroe, Inga Ash**Facilities/Technology Approval Needed?:** None

Information**Posted Agenda Item:**

Contract renewal option for job no. 17/003YR for Food and Delivery Services for Harris County Department of Education Head Start with the following vendor: Valley Services, Inc. (FY 17-18 expenditures \$61.493) for the period of 02/28/2019 through 02/27/2020.

Subject:

Food and Delivery Services, Head Start

Rationale:

Consider approval of renewal option for job no. 17/003YR for Food and Delivery Services for Harris County Department of Education Head Start for the period of 02/28/2019 through 02/27/2020 with the following vendor:

- Valley Services, Inc.

The purpose of this proposal was to acquire vendors that will provide food and delivery services to the Head Start division. A total of sixty-seven (67) invitations were sent to potential vendors. A total of four (4) responses were received; one (1) response did not meet the RFP specifications. The responses were evaluated, scored, and the vendors offering the best value to HCDE were chosen.

The original contract period began from 02/28/2018 through 02/27/2019 with an option to renew annually up to four (4) additional years. Contract is in accordance with Texas Education Code 44.031.

Fiscal Impact**Attachments**

Valley Services

Form Review**Inbox**

Purchasing
Assistant Superintendent - Business
Form Started By: Inga Ash
Final Approval Date: 01/03/2019

Reviewed By

Bill Monroe
Jesus Amezcua

Date

12/17/2018 01:24 PM
01/03/2019 12:37 PM
Started On: 12/11/2018 03:49 PM

HARRIS COUNTY DEPARTMENT OF EDUCATION EXECUTION OF OFFER – CONTRACT RENEWAL

The undersigned company representative has carefully examined all instructions, requirements, specifications, terms, and conditions of the original proposal and this contract renewal and certifies:

- 1) It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the original RFP.
- 2) All statements, information, and representations prepared and submitted in response to this contract renewal request are current, complete, true, and accurate.
- 3) It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
- 4) It shall be bound by all statements, representations, warranties, and guarantees made in the original proposal and the updated terms and conditions.
- 5) That all of the requirements of this contract renewal have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by HCDE if not otherwise noted.
- 6) The individual signing below has authority to enter into this contract renewal on behalf of Vendor.
- 7) Vendor acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
- 8) This contract is subject to purchase orders duly authorized and executed by HCDE.

CORPORATE NAME:	DocuSigned by: Valley Services, Inc.		
AUTHORIZED SIGNATURE:	Anna Roberts		
PRINT NAME:	Anna Roberts		
TITLE:	Regional Finance Director		
DATE:	12/3/2018 8:01:58 PM PST		
ADDRESS:	10 Canebrake Blvd., Suite 120		
CITY, STATE, ZIP CODE:	Flowood, MS 39232		
PHONE:	601-664-3142	FAX:	601-664-3399
EMAIL ADDRESS:	aroberts@valleyinc.com		

This section to be completed by HCDE

Contract Number: _____ Original term of contract: _____ to _____

Contract Renewal Term: _____ to _____ Number of Renewal Options Left _____

This contract renewal shall be for the period of one (1) year if agreed to by HCDE and awarded vendor.

Approved by Harris County Department of Education:

Jesus J. Amezcua, Ph.D., CPA, RTSBA
Assistant Superintendent for Business Services

Approval Date

Regular Board Meeting**6.D.3.**

Meeting Date:	January 16, 2019		
Title:	Contract Award for Job No. 19/010YR Contracted Services for Adult Education		
Submitted For:	Bill Monroe, Purchasing	Submitted By:	Yaritza Roman
Recommended Action:	Approve	HCDE Goal(s):	1. Impact education/respond to evolving needs 4. Provide cost savings by leveraging tax dollars
Additional Resource Personnel:	Dr. Kimberly McLeod, Stephanie Ross, Dr. Jesus Amezcua, Bill Monroe, and Yaritza Roman	Facilities/Technology Approval Needed?:	None

Information**Posted Agenda Item:**

Contract award for job no. 19/010YR Contracted Services for Adult Education to the proposer offering the best value to HCDE and meeting the specifications outlined in the proposal: edOpp Solutions, LLC and Dean's Staffing Solutions, Inc. for the period of 01/16/2019 through 01/15/2024 (subject to annual appropriations of funding).

Subject:

Contracted Services for Adult Education

Rationale:

The purpose of this request for proposal is to acquire Contracted Services for Adult Education. A total of four hundred twenty-two (422) invitations were sent through the HCDE eBid System of which seven (7) proposals were received; two (2) of them were deemed as non-responsive; five (5) were evaluated and scored (see attached evaluation summary). Three (3) vendors did not meet the minimum required score of 70. The following vendors are being recommended for an award:

- edOpp Solutions, LLC
- Dean's Staffing Solutions, Inc.

Non-Responsive	2
Evaluated and recommended for an award	2
Non-recommendation	3
Proposals received	7

These contractors will be used on an as needed basis in accordance with CH Local approval requirements. The scope of work and deliverables will be reviewed by the Division Director based on program needs. The contractors scope of work will be reviewed to meet IRS guidelines for consultants.

The contract period shall be for a term of five (5) years from 01/16/2019 through 01/15/2024, subject to annual appropriations of funding. Contract is in accordance with Texas Education Code 44.031.

Fiscal Impact**Attachments**

Participation Report
Board Recommendation Form

Harris County Department of Education

Participation Detail as of 12/20/2018 03:13:32 PM (CT)

Bid Information

Bid Creator	Yaritza Roman
Email	yroman@hcde-texas.org
Phone	(713) 696-8212 x
Fax	
Bid Number	19/010YR
Title	Contracted Services for Adult Education
Bid Type	Request for Proposal
Issue Date	11/14/2018 04:48 PM (CT)
Close Date	12/7/2018 02:00:00 PM (CT)

Participation Summary

Company Name	City, State	Invitation Date	Status	Status Date	Response Date
2*2*4 Solutions Education Consulting Service	Red Oak, TX	11/14/2018			
365 Paving & Construction LLC	Mission, TX	11/14/2018			
4.0 GPA	Houston, TX	11/14/2018			
4kboards	Keller, TX	11/14/2018			
806 Technologies, Inc.	Plano, TX	11/14/2018			
A.I.M. (Assessment Intervention Management, LLC)	San Antonio, TX	11/14/2018			
AAA Painting	Houston, TX	11/14/2018			
Abundance Educational Consulting, LLC	Humble, TX	11/14/2018	Unsubmitted	11/27/2018	
AC Language School (Chavez & Associates)	Sugar Land, TX	11/14/2018			
Aceves Communications	Houston, TX	11/14/2018			
Achor Counseling & Associates LLC	HOUSTON, TX	11/14/2018			
ACS Engineering & Safety	Spring, TX	11/14/2018			
Action Automatic Sprinkler dba Action Fire Pros	Waxahachie, TX		Viewed	11/19/2018	
Acumen Enterprises, Inc.	Desoto, TX	11/14/2018			
Adele's Coaching and Consulting	Missouri City, TX	11/14/2018			
Adira LLC	Savannah, TX		Viewed	12/05/2018	
ADMORE BEHAVIORAL THERAPY	Houston, TX	11/14/2018			
Adrian Garcia	Brownsville, TX	11/14/2018			
Advance Plus Therapy Services, LLC	Pasadena, TX	11/14/2018			
ADVANTAGE BENEFIT SOLUTIONS (Stefanick Insurance Services Inc.)	Houston, TX	11/14/2018			
AECOM (AECOM Technical Services Inc)	Houston, TX	11/14/2018			
Agular Systems, Inc.	Austin, TX	11/14/2018			
Albourn Translation Services (Albourn & Associates, LLC)	Arlington, VA	11/14/2018			
ALL AMERICAN SPECIALTY CONSTRUCTION LLC	IRVING, TX	11/14/2018			
All Educate Learning Resources	Livingston, TX	11/14/2018	Viewed	12/04/2018	
Alliance Financial Ministries, Inc.	Pearland, TX	11/14/2018			
Allied Signs	Houston, TX		Viewed	12/04/2018	
AlphaGraphics (Lukitas Inc.)	Houston, TX	11/14/2018			
Amaanah Refugee Services	Houston, TX	11/14/2018			
Ambassador Services, LLC	Houston, TX		Viewed	12/04/2018	
American Fire Systems Inc.	HOUSTON, TX	11/14/2018			
American Medical Institute Inc (N/A)	Houston, TX		Submitted	12/06/2018	12/06/2018
American Productivity & Quality Center	Houston, TX	11/14/2018			
AMTEX Security Inc.	Corpus Christi, TX	11/14/2018			
Ann Marie Harbour	Richmond, TX	11/14/2018			
Apple Developmental Health	Houston, TX	11/14/2018			
Archway Academy	Houston, TX	11/14/2018			
ardurra group	houston, TX	11/14/2018			
Argument-Driven Inquiry	Austin, TX	11/14/2018			
ASmart Consulting	Houston, TX	11/14/2018			
Astrov & Associates	Frisco, TX	11/14/2018			

AT&T Mobility LLC	Bellaire, TX	11/14/2018		
Atlas Civil Engineering PLLC	Houston, TX	11/14/2018		
Baked With Confidence	Houston, TX	11/14/2018		
Bakers Safe & Lock Co., Inc.	Houston, TX		Viewed	11/26/2018
Bara Infoware Inc.	Danville, CA	11/14/2018		
Barbara Cargill	The Woodlands, TX	11/14/2018		
Barranco Educational Assessment, Counseling, and Consulting Svcs., PLLC	Montgomery, TX	11/14/2018		
BCS Consulting	Humble, TX	11/14/2018		
BE GLAD LLC	San Jose, CA	11/14/2018		
Bearing Fruit Early Childhood Training	HOUSTON, TX	11/14/2018		
Bedden & Associates, LLC (Bedden)	Richmond, VA	11/14/2018		
Bee Busy Wellness Center	Houston, TX	11/14/2018		
Bell and Smarts	Broken Arrow, OK	11/14/2018		
Best Practice Associates, Inc.	Houma, LA	11/14/2018		
BIAS Corporation	Atlanta, GA	11/14/2018		
Black Topaz Consulting	Austin, TX	11/14/2018		
BLU PHIRE RESEARCH INSTITUTE INC	HOUSTON, TX	11/14/2018		
BookerDezigns	Richmond, TX	11/14/2018		
Bracane Company	Plano, TX	11/14/2018		
Brahmarsk Corporation	Sugar Land, TX	11/14/2018		
Brandi Spencer Consulting	Spring, TX	11/14/2018		
Brandi T. Brown	Manvel, TX	11/14/2018		
Bruce Monical Design	Bacliff, TX	11/14/2018		
BTS Consulting (Business Trade and Services, inc.)	Doral, FL	11/14/2018		
BUSINESS 101 CONSULTANTS & TRAINERS	Houston, TX	11/14/2018		
BUTTON UP GLOBAL	Houston, TX		Viewed	11/15/2018
BVI Resources (BEAUTIFUL VENTURES INC)	KINGWOOD, TX		Viewed	11/19/2018
C & H Transportation (Houston Bus Service)	Houston, TX		Unsubmitted	11/28/2018
C Change Consulting	Houston, TX	11/14/2018		
C1S Group, Inc.	Dallas, TX	11/14/2018		
CALPAA Inc (CALPAA, Inc)	Seattle, WA	11/14/2018		
Canyon Insurance Group	Houston, TX	11/14/2018		
Caperton-Brown & Poole Consulting	Ft. Pierce, FL	11/14/2018		
Capitol Region Education Council	Hartford, CT	11/14/2018		
Carol Cooper dba N&C Consulting	Garland, TX	11/14/2018		
Center for Student Achievement Solutions	New York, NY	11/14/2018		
Center for Toxicology and Environmental Health, LLC.	North Little Rock, AR	11/14/2018		
Certica Solutions	Wakefield, MA	11/14/2018		
Charbonnet & Associates	New Orleans, LA	11/14/2018		
Chart Chicks LP	Lufkin, TX	11/14/2018		
Chase in Dreams, Speech and Drama (Deadra Chase)	Houston, TX	11/14/2018		
CHAT (Culture of Health-Advancing Together)	Houston, TX	11/14/2018		
Chazey Partners (Chazey Partners Inc)	Campbell, CA	11/14/2018		
Child Care Associates	FORT WORTH, TX	11/14/2018		
Childcare Masters LLC	Cypress, TX	11/14/2018		
Cibus Brokerage	Addison, TX		Unsubmitted	11/27/2018
Club SciKidz Houston (Heir Consulting Group)	Houston, TX	11/14/2018		
Collabera TACT (CTACT INC)	Basking Ridge, NJ		Viewed	11/27/2018
Color of Life (Color of Life Community Resource & Activity center)	Houston, TX	11/14/2018		
Communities In Schools of Houston (Communities In Schools of Houston, Inc.)	Houston, TX	11/14/2018		
Community Nutrition Outreach Services (Ellis A Morrow)	Houston, TX	11/14/2018		
Consolidated Performance Consulting, LLC.	San Antonio, TX	11/14/2018	Viewed	11/15/2018
Convergent Nonprofit Solutions	Atlanta, GA	11/14/2018		
Cossey's Services, LLC	The Woodlands, TX	11/14/2018		
Costello, Inc.	Houston, TX	11/14/2018		
CPS HR Consulting (Cooperative Personnel Services)	Sacramento, CA	11/14/2018		
CRAFT SAFETY INSPECTIONS (JMAC GROUP LLC)	HOUSTON, TX	11/14/2018		
Creatively Inspired Communications (ConSandra Jones)	Austin, TX	11/14/2018		

Crimson Vision Enterprises	Dickinson, TX	11/14/2018	Viewed	12/07/2018	
Cultris Security Systems Inc.	Houston, TX				
Dan L. Duncan Tutoring a part of the Children's Learning Institute (University of Texas Health Science Center)	Houston, TX	11/14/2018			
David Santana	Houston, TX	11/14/2018	No Bid	11/15/2018	11/15/2018
dba Stenhouse Publishers and dba Staff Development for Educators (SDE, Inc.)	Portsmouth, NH	11/14/2018			
Deacon Hill Research Associates LLC	Fredericksburg, VA	11/14/2018			
Dean's Staffing Solutions, Inc.	Houston, TX		Submitted	12/07/2018	12/07/2018
Debbie J. Anders Consulting	Cypress, TX	11/14/2018			
Decisions	Houston, TX	11/14/2018			
DeDe Church & Associates, LLC	AUSTIN, TX	11/14/2018			
Defined Learning	Northbrook, IL	11/14/2018			
DEMS,LLC	Houston, TX	11/14/2018			
DG Grafix	Houston, TX	11/14/2018			
Diamond Divas Social Club	Stafford, TX	11/14/2018			
Disciplers Inc	Spring, TX	11/14/2018			
DK High Steppers (Doris Keener)	Houston, TX	11/14/2018			
Donald May	Adkins, TX	11/14/2018			
Doucet & Associates, Inc.	Austin, TX	11/14/2018			
Dr. Jeanne M. Hines	Port Arthur, TX	11/14/2018	No Bid	11/27/2018	11/27/2018
Dr. Mary E. White International, LLC	Houston, TX	11/14/2018			
Dr. Mike!	Wimberely, TX	11/14/2018			
Dr. Pope's STEM and Liberal Arts Academy	Houston, TX	11/14/2018			
DYS HOUSYON YOUTH ASSOCIATION	Houston, TX	11/14/2018			
Earl P. Forbrich, Jr. Inc	San Antonio, TX	11/14/2018			
E-Colors in Education	Austin, TX	11/14/2018	Submitted	12/06/2018	12/06/2018
edOpp Solutions LLC	Houston, TX				
Education & Business Associates, Inc.	DeSoto, TX	11/14/2018			
Education Partners Solution, Inc.	Sugar Land, TX	11/14/2018	Unsubmitted	11/15/2018	
Educational Leadership Consultants	Houston, TX	11/14/2018			
Educational Research and Consulting, PLLC (Cynthia H. Williams, PhD)	Little Rock, AR	11/14/2018			
Edwards Energy Environmental & Waste Management	Kingwood, TX	11/14/2018			
Edwards Sutarwalla PLLC	Houston, TX	11/14/2018			
Eichelbaum Wardell Hansen Powell & Mehl,	Austin, TX	11/14/2018			
Elaine Lange	Austin, TX	11/14/2018			
Elegant Enterprise Wide Solutions, Inc.	Chantilly, VA	11/14/2018			
Elisa Rankin Consulting LLC	Uvalde, TX	11/14/2018			
Elite Change Inc.	Houston, TX	11/14/2018			
Ellington Chastain Educational Initiative	San Antonio, TX	11/14/2018			
Energy Saving Advisor Distributors	Dallas, TX	11/14/2018			
Enseo, Inc.	Richardson, TX		Viewed	11/16/2018	
ENTRAM CORP	PORT CHARLOTTE, FL	11/14/2018			
ERASCOGroup, LLC	Houston, TX	11/14/2018			
eRate 360 Solutions	Henderson, NV	11/14/2018			
E-Rate Elite Services, Inc.	Owings Mills, MD	11/14/2018			
Essential Wellness and Balance	Missouri City, TX	11/14/2018			
eTeachingMe (Love N Learn At Home)	Georgetown, TX	11/14/2018	Unsubmitted	11/14/2018	
Etrainers.org	Machesney Park, IL	11/14/2018			
Evergreen Solutions, LLC	Tallahassee, FL	11/14/2018			
Evolve Holdings Inc	Houston, TX	11/14/2018			
Ewing Strategic Communications	Houston, TX	11/14/2018			
Exceptional Pediatric Therapy, LLC	Houston, TX	11/14/2018			
ExerPlay, Inc	Cedar Crest, NM	11/14/2018			
Exploros (Exploros, Inc.)	Wayland, MA	11/14/2018			
Facility Engineering Associates, PC	Fairfax, VA	11/14/2018			
Fast Forward	Las Vegas, NV	11/14/2018			
Favor Consulting Inc (Demlan Solutions Inc)	Fort Worth, TX	11/14/2018			
Fazzio Consulting, LLC.	Round Rock, TX	11/14/2018			
Felicity Educational Services	Deerfield, IL	11/14/2018			
Floral Park Consulting LLC	Floral Park, NY	11/14/2018			
Foodservice Peeps LLC	Richmond, TX	11/14/2018			
Friends of the British Council USA Inc.	Washington, DC	11/14/2018			
From The Ground up Performance Enhancement (Deanna Voltz)	Houston, TX	11/14/2018			

From The Heart International Educational Services	Nashville, TN	11/14/2018			
Furness Law	Houston, TX	11/14/2018			
Gary Polland P.C.	Houston, TX	11/14/2018			
Gentle Minds Tutoring	Missouri City, TX	11/14/2018			
GermBlast (Infection Controls, Inc.)	Lubbock, TX	11/14/2018			
Getting Sorted (G. Yess Fisher & Co., LLC)	The Woodlands, TX	11/14/2018			
Gifting Grounds	Houston, TX	11/14/2018	Submitted	12/03/2018	12/03/2018
GilCat Solutions (Gloria Lastra)	Houston, TX	11/14/2018			
Girlstart	Austin, TX	11/14/2018			
Glass View of Tech	Spring, TX	11/14/2018			
GLOBAL EDUCATIONAL SOLUTIONS LLC	Canton, MI	11/14/2018			
GMC CONSULTANTS,LLC	Houston, TX	11/14/2018			
GOD FEARING POWER HOUSE (POWER ROCK COMMUNITY CENTR)	HOUSTON, TX	11/14/2018			
Golden Mountain Consulting L.L.C	Houston, TX	11/14/2018			
GovSense	Alpharetta, GA	11/14/2018			
Grow Minds Consulting LLC	HOUSTON, TX		Submitted	12/07/2018	12/07/2018
GT Educational Services (GT Educational Services, L.L.C.)	Houston, TX	11/14/2018			
Gulf Coast Nut & Bolt LLC	Corpus Christi, TX		Viewed	11/24/2018	
Hallmark Mitigation & Construction	Humble, TX	11/14/2018			
Harmony Public Schools	Houston, TX	11/14/2018			
Harris County Houston Patrol, Inc.	Houston, TX	11/14/2018			
HARRIS-JONES STAFFING & RECRUITING	Katy, TX	11/14/2018			
Haude Tutoring	Spring, TX	11/14/2018			
Healing Species of Texas	Montgomery, TX	11/14/2018			
HENECO ENGINEERING AND CONSULTING	Houston, TX	11/14/2018			
Heritage Institute of Sustainability LLC	Dallas, TX	11/14/2018			
HillCo Partners, LLC	Austin, TX	11/14/2018			
HiMac Center for Creative Thinking	Houston, TX	11/14/2018			
Holland Energy Consulting	Houston, TX	11/14/2018			
Holtz/Adams Construction and Consulting, LLC	Universal City, TX	11/14/2018			
Honor Moorman Consulting	Brazoria, TX	11/14/2018			
Hooper Strategies	Granbury, TX	11/14/2018			
Hope Over Hurt	Houston, TX	11/14/2018			
Houston ISD - Medicaid Finance and Consulting Services	Houston, TX	11/14/2018			
Houston Museum of Natural Science	Houston, TX	11/14/2018			
Houston Urban Debate League	Houston, TX	11/14/2018			
HRchex, LLC (Intellisoft II, Inc.)	Irving, TX	11/14/2018			
Husch Blackwell LLP	Houston, TX	11/14/2018			
ID Media, Inc	Chicago, IL	11/14/2018			
Imagine Me Academy	Crosby, TX	11/14/2018			
Indatatech (Instant Data Technologies, Inc.)	San Antonio, TX	11/14/2018			
Infinite Education Solutions	Desoto, TX	11/14/2018	Unsubmitted	11/15/2018	
Innovation Bridge, Inc.	Sacramento, CA	11/14/2018			
Instead	Kingwood, TX	11/14/2018			
Integrity Operations	Katy, TX	11/14/2018			
Invo Healthcare Associates (Invo Healthcare Associates, LLC)	Jamison, PA	11/14/2018			
IPM Asset Solutions, Inc.	Houston, TX	11/14/2018			
IP Terra International Corporation	Houston, TX	11/14/2018			
Jackson Walker L.L.P.	Dallas, TX	11/14/2018			
Jaime Rios Financial Services Inc. (Money Concepts International Inc.)	Corpus Christi, TX	11/14/2018			
Javier Lopez	Houston, TX	11/14/2018			
JC Stonewall Constructors, LP	Houston, TX	11/14/2018			
Jean Polichino Consulting, LLC	Fredericksburg, TX	11/14/2018			
JER HR Group LLC	New York, NY	11/14/2018			
Jerry Gaither Enterprise	HOUSTON, TX	11/14/2018	Submitted	11/19/2018	11/19/2018
JLL Valuation & Advisory Services, LLC	Houston, TX	11/14/2018			
Johnson Consulting (Adrian B. Johnson)	Houston, TX	11/14/2018			
Johnston, LLC	Houston, TX	11/14/2018			
Jon M. Warren, LLC	Decatur, TX	11/14/2018			
Jones Lang LaSalle (JLL)	Houston, TX	11/14/2018			
Joyce Davis/Erin Whitney	Houston, TX	11/14/2018			

JS&D Sports Development Outreach Ministries	Humble, TX	11/14/2018			
K & R MECHANICAL	Houston, TX		No Bid	11/14/2018	12/03/2018
K&R Group, INC	Houston, TX	11/14/2018			
K12 Food Pros	La Mesa, CA	11/14/2018			
K12 Insight	Herndon, VA	11/14/2018			
KAeka GROUP INC	Lacey, WA	11/14/2018			
Kaeser & Blair (Global Xpress Promotions)	Dallas, TX		No Bid	12/07/2018	12/07/2018
KAMICO Instructional Media, Inc.	Salado, TX		Viewed	11/19/2018	
Karczewski Bradshaw, LLP	Nacogdoches, TX	11/14/2018			
Kathy Jerome	Houston, TX	11/14/2018			
KCP Educational Consulting (Kristi Clarkson Pharaon)	Brenham, TX	11/14/2018			
Keey Group LLC	Rosharon, TX	11/14/2018			
Keter Environmental Services	Indianapolis, IN	11/14/2018			
Kijo Consulting LLC	Houston, TX	11/14/2018			
KMD Hospitality (KMD Hospitality LLC)	Humble, TX	11/14/2018			
KOMPAN Playgrounds	Pflugerville, TX		Viewed	12/03/2018	
KTM Educational Consulting, LLC	San Antonio, TX	11/14/2018			
L&S Associates, LLC	Montgomery, TX	11/14/2018			
L.SMURPHE.F Institute; Solutions by L.SMURPHE.F; L.SMURPHE.F Productions (L.SMURPHE.F Enterprises, Ltd. Co.)	League City, TX	11/14/2018	Viewed	12/07/2018	
Lan Nguyen	Houston, TX	11/14/2018			
Language Kids Houston, LLC	Sugar Land, TX	11/14/2018			
Lantana Communications	Arlington, TX	11/14/2018			
Launch Point CDC, Inc.	Houston, TX	11/14/2018			
Lead Your School (Blue Daisy Consulting, LLC)	The Woodlands, TX	11/14/2018			
Leading School Learning	Cypress, TX	11/14/2018			
Learning Omnivores (William Sommers)	Austin, TX	11/14/2018			
Legends Do Live	Missouri City, TX	11/14/2018			
Licensed To Solve (Dukes Global Works, INC)	CROSBY, TX	11/14/2018			
Linder Consulting LLC	AUSTIN, TX	11/14/2018			
Liquid Studio Group	Laredo, TX	11/14/2018			
Lisa K Bailey	Missouri City, TX	11/14/2018			
Logyx	Mountain View, CA	11/14/2018			
Lone Star Security Shield, Inc.	Houston, TX	11/14/2018	Viewed	11/27/2018	
Look to Success, LLC (Michelle Lee Pina)	Houston, TX	11/14/2018			
Love 2 the Max	Houston, TX	11/14/2018			
Lowes Companies Inc	Mooreville, NC	11/14/2018			
LQI Consulting Group, LLC	Round Rock, TX	11/14/2018			
L-Sync, LLC	Grand Prairie, TX	11/14/2018			
Lucy Anderson	Houston, TX	11/14/2018			
Lynn Gomes, LLC (Lynn Gomes)	Houston, TX	11/14/2018			
M3 Inc	Brooklyn, NY	11/14/2018			
Maker Maven	Tomball, TX	11/14/2018			
Marathon Partners Consulting	Moon Township, PA	11/14/2018			
Mark J. Rogers	Austin, TX	11/14/2018			
Mary Benton Communications and Public Affairs	Houston, TX	11/14/2018			
MAS Solutions LLC.	Fulshear, TX	11/14/2018			
Math-A-Matics Tutoring,LLC	Houston, TX	11/14/2018			
MCP Professional Services (Dr. Deloris L. Nelson)	Houston, TX	11/14/2018			
Mediators of Texas (Austin Texas Mediators LLC)	Florence, TX	11/14/2018			
Medicaid Claim Solutions of Texas, Inc.	Mansfield, TX	11/14/2018			
Metamorphosis Concepts	Manvel, TX	11/14/2018			
Michael Best Strategies	Madison, WI	11/14/2018			
MId South Waterproofing Systems Inc.	HOUSTON, TX		Viewed	11/26/2018	
Millunzi & Associates	The Woodlands, TX	11/14/2018			
Minding YOB Services, LLC	Arlington, TX	11/14/2018			
Mitaja Corporation	Fulton, MD	11/14/2018			
Monica Lewis School of Etiquette	Spring, TX	11/14/2018			
Moore Counseling and Psychological Services (Lorenzo Moore)	Houston, TX	11/14/2018			
MPACT STRATEGIC CONSULTING, LLC	Houston, TX	11/14/2018			
MVHL Consulting, LLC	San Antonio, TX	11/14/2018			
Namitzi Yoga (Mitzi Henderson)	HOUSTON, TX	11/14/2018	Submitted	12/07/2018	12/07/2018
Nasare Enterprises,LLC.	Houston, TX	11/14/2018			

NationSync (NationSync Corporation)	Houston, TX	11/14/2018			
Nazca Technologies and Consulting LLC	Montgomery, TX	11/14/2018			
NERDY BIRDIE (ENOVATEKK)	SPRING, TX	11/14/2018			
Neutex Advanced Energy Group, Inc	Houston, TX		No Bid	11/26/2018	11/26/2018
Newspring	Houston, TX	11/14/2018			
Next Day Access, LLC	Bartlett, TN		No Bid	11/19/2018	11/19/2018
NO EGO APPAREL (NO EGO INC)	AUSTIN, TX	11/14/2018			
NuHealth, Inc.	Houston, TX	11/14/2018			
Nurture to Blossom Services, Inc.	Houston, TX	11/14/2018			
Nuvalo LLC	Gig Harbor, WA	11/14/2018			
OGH Services, Inc	Houston, TX		Unsubmitted	11/19/2018	
O'Hanlon, Demerath & Castillo	Austin, TX	11/14/2018			
Olivier, Inc.	Dallas, TX	11/14/2018			
Omega Engineers, Inc.	Houston, TX	11/14/2018			
Ondi Love Center Ministries	Houston, TX	11/14/2018			
One Source International, LLC	Houston, TX	11/14/2018			
Optima Train (Delwar Enterprises LLC)	Houston, TX	11/14/2018			
Panorama Education	Boston, MA	11/14/2018			
Parker and Jamison LLC	Irving, TX	11/14/2018	Viewed	11/28/2018	
Pcubed (Program Planning Professionals)	Ann Arbor, MI	11/14/2018			
PESG of Texas	Houston, TX	11/14/2018			
Pfeiffer & Son, Ltd.	LaPorte, TX		Viewed	11/27/2018	
PHD Resources & Taxes	Houston, TX	11/14/2018			
Pittman Training (Vision Educational Solutions)	Dallas, TX	11/14/2018	Unsubmitted	11/26/2018	
Plante & Moran, PLLC	Southfield, MI	11/14/2018			
Point Alliance Solutions	Houston, TX	11/14/2018			
Polytex Concrete Leveling (Polytex Concrete, LLC)	Spring, TX		Unsubmitted	11/29/2018	
Powell-Leon, LLP	Austin, TX	11/14/2018			
Prime Vendor Inc.	Wilmington, NC		Viewed	11/16/2018	
ProBizAssoc.com (Beth Philley)	Canton, OH	11/14/2018	Viewed	11/14/2018	
Pronto Shipping and Packaging Services Inc.	Houston, TX	11/14/2018			
PROTECHT Management Group, LLC	Austin, TX	11/14/2018			
Public Works LLC	West Chester, PA	11/14/2018			
Purposeful Parents	Webster, TX	11/14/2018			
PVH Consulting Group LLC	Austin, TX	11/14/2018			
Rainbow Water Purification	Houston, TX		Viewed	12/05/2018	
Ramos & Harrison	Corpus Christi, TX	11/14/2018			
Ravir LLC	Keller, TX	11/14/2018			
Reading Horizons (HEC Software Inc.)	Kaysville, UT		Unsubmitted	12/06/2018	
Real Good Technologies	Austin, TX	11/14/2018			
Recreation Equipment Company	Spring Branch, TX		Submitted	11/30/2018	11/30/2018
Recruiting Source International	Katy, TX	11/14/2018			
Reflective Energy Solutions	Hackensack, NJ	11/14/2018			
Region One Education Service Center	Edinburg, TX	11/14/2018			
Reliable R&R Training Services	Dallas, TX	11/14/2018			
Relocation Strategies (Luo & Chang Investment LLC)	houston, TX	11/14/2018			
Remember When Kids Were Kids (Jaelijah)	Spring, TX	11/14/2018			
Resolute Educational Solutions, L.L.C.	Detroit, MI	11/14/2018			
Rice & Associates, PC	Houston, TX	11/14/2018			
Rising Star Academy	Houston, TX	11/14/2018			
Rivera-Vega Group, LLC.	San Antonio, TX	11/14/2018			
Rob Pelletier Construction, Inc	Houston, TX		Viewed	11/30/2018	
Rogers, Morris & Grover, LLP	Houston, TX	11/14/2018			
s3strategies	Lubbock, TX	11/14/2018			
Safeplans	Palm Harbor, FL		Viewed	11/26/2018	
Santos Alliances	Austin, TX	11/14/2018			
SBLM Architects	New York, NY	11/14/2018			
SCG Business Services, LLC	Douglasville, GA	11/14/2018			
Schulman, Lopez, Hoffer & Adelstein	Houston, TX	11/14/2018			
Schultz Center for Teaching and Leadership, Inc.	Jacksonville, FL	11/14/2018			
Science Unlimited, LLC	Missouri City, TX	11/14/2018			
Search and Staff (Taneshia Jones)	Houston, TX	11/14/2018			
SETAA (South East Texas Afterschool Association)	Missouri City, TX	11/14/2018			
Shaneka Smith	Houston, TX	11/14/2018			

Shira J. Sherer	Houston, TN	11/14/2018		
Sketch City	Houston, TX	11/14/2018		
Sky's the Limit	Houston, TX	11/14/2018		
SMARTOX	Irving, TX	11/14/2018		
SMRT Solutions (SMRT Consulting LLC)	Washington DC, DC	11/14/2018		
Social Motion, Inc.	Houston, TX	11/14/2018		
Social Studies Success	Spring, TX	11/14/2018		
Softline International USA, Inc	Miami, FL	11/14/2018		
Solel International	Houston, TX	11/14/2018		
Solid IT Networks	Houston, TX		Viewed	11/28/2018
Solix Inc.	Parsippany, NJ	11/14/2018		
SPDF KIDS	Houston, TX	11/14/2018		
Springsted Human Capital Advisors	St. Paul, MN	11/14/2018		
SRG Roofing	Farmers Branch, TX		Viewed	11/28/2018
SSCI Environmental (Separation Systems Consultants, Inc.)	Houston, TX	11/14/2018		
SSG-MUSIC	LAS VEGAS, NV	11/14/2018		
Staff Hunt LLC	Houston, TX	11/14/2018		
Standard Morgan Partners, LTD	Houston, TX	11/14/2018		
Star Insulation (Mantooth Holdings, Inc.)	Humble, TX		Viewed	11/30/2018
STEM Urban Perspective (Science, Technology, Engineering with an Urban Perspective)	Humble, TX	11/14/2018		
Sterling Staffing Solutions (Maceo Carter Investments, LLC)	Sugar Land, TX	11/14/2018	Viewed	11/14/2018
Sterling Therapy & Rehabilitation	SUGAR LAND, TX	11/14/2018		
Steve Spangler Inc.	Englewood, CO	11/14/2018		
Stevenson Workshop and Seminar Solutions	league city, TX	11/14/2018	Viewed	12/04/2018
Stone Oak Solutions, LLC	New Braunfels, TX	11/14/2018		
Strahan Cain, PLLC	Houston, TX	11/14/2018		
Straight Defined	Copperas Cove, TX	11/14/2018		
Straight Line Management (Straight Line Management LLC)	San Antonio, TX	11/14/2018		
Strategar (Strategar LLC)	Plano, TX	11/14/2018		
STRAUS SYSTEMS INC	STAFFORD, TX	11/14/2018		
Students of Strength, Inc.	Cambridge, MA	11/14/2018		
Susan M. Catlett, Ph.D., BCBA-D	Houston, TX	11/14/2018		
Tandi Oil and Gas LLC	KATY, TX	11/14/2018		
TCT Enterprises, LLC	Houston, TX	11/14/2018		
Teach2Learn (Elliott and McMahon)	Friendswood, TX	11/14/2018		
Teaching Strategies, LLC	Bethesda, MD	11/14/2018		
Team Driven Technology Inc.	Fort Worth, TX	11/14/2018		
TeamLogic IT (Philoxenus, Inc.)	Houston, TX	11/14/2018		
Tecnics Consulting, Inc.	Houston, TX	11/14/2018		
TEEN TRUTH (TEEN TRUTH, LLC)	AUSTIN, TX	11/14/2018		
Texans Together Education Fund Inc	Houston, TX	11/14/2018		
Texas Educational Consultative Services, Inc.	Austin, TX	11/14/2018		
Texas Initiative Programs (The K16 Ready Society, Inc.)	Fort Worth, TX	11/14/2018		
Texas STAAR Publishing, LLC	Sugarland, TX	11/14/2018		
Texas State Billing Services Inc	Kyle, TX	11/14/2018		
The Afterschool Professional	Pflugerville, TX	11/14/2018		
The A-List Network, LLC (Stephanie Belton)	Rosharon, TX	11/14/2018		
The Box Program (Box Program)	Baytown, TX	11/14/2018		
The Carmona Firm, PLLC	Houston, TX	11/14/2018		
The CNA Corporation (CNA)	Arlington, VA	11/14/2018		
The Donatto Group	Houston, TX	11/14/2018		
The E2 Group, Inc.	Sugar Land, TX	11/14/2018		
The Educator Collaborative	Astoria, NY	11/14/2018		
The Fulton Law Group PLLC	Houston, TX	11/14/2018		
The Green Alliance	Katy, TX	11/14/2018		
The Hanover Research Council, LLC	Arlington, VA	11/14/2018		
The Harris Foundation	Houston, TX	11/14/2018		
The KD Company (Kim Y. Davis Enterprises, LLC)	Houston, TX	11/14/2018		
The Kovacs Group	New Braunfels, TX	11/14/2018		
The Ombudsmen Group	Cibolo, TX	11/14/2018		
The Paper Plate, Inc	Dallas, TX	11/14/2018		

The Phoenix Group (Phoenix Contracting Group)	Houston, TX	11/14/2018		
The Platform	Houston, TX	11/14/2018		
The Schlueter Group (Stan Schlueter)	Austin, TX	11/14/2018		
The Style Signature	Carrollton, TX	11/14/2018		
The Yates Company	Houston, TX	11/14/2018		
Therapy Consultants (MedPerm Placement Inc)	Houston, TX	11/14/2018		
thinkLaw (CS Educational Services, LLC)	Las Vegas, NV	11/14/2018		
Thompson & Horton LLP	Houston, TX	11/14/2018		
Thompson Educational Consulting, Inc.	Missouri City, TX	11/14/2018		
Timothy Project: Youth Mentoring Youth, Inc.	Houston, TX	11/14/2018		
Tiphany Chambers Burrell	HOUSTON, TX	11/14/2018		
TISOMO Consulting Group, LLC	Jacksonville, FL	11/14/2018		
TNR Accounting & Management Consulting, LLC (Nannette Ray)	Katy, TX	11/14/2018		
TNTP (The New Teacher Project, Inc.)	Brooklyn, NY	11/14/2018		
Total Special Education Solutions, LLC	Beaumont, TX	11/14/2018		
TPR Education LLC (The Princeton Review)	Natick, MA	11/14/2018		
Trace3, Inc.	Irvine, CA	11/14/2018		
Trezvant Academy, Inc	Houston, TX	11/14/2018		
True Love Childcare	Humble, TX	11/14/2018		
TSC COGIC	houston, TX	11/14/2018		
TSG Industries (The Sithe Group, LLC.)	Houston, TX		Unsubmitted	12/06/2018
Tutor Doctor	Navasota, TX	11/14/2018	Viewed	11/15/2018
UNICOM Government, Inc. F/K/A GTSI Corp.	Chantilly, VA	11/14/2018		
Unified Sunergy Systems LLC	Flower Mound, TX	11/14/2018		
Unlimited Visions Aftercare, Inc	Houston, TX	11/14/2018		
Uturn Concepts Inc	Houston, TX	11/14/2018		
Vanguard Trading & Services, LLC	Houston, TX	11/14/2018		
Velvet Rope Experience (VRE Business Soultions)	Houston, TX	11/14/2018		
Visual Communication Services (Webbco Enterprises, LLC)	Houston, TX	11/14/2018		
Volition IIT Inc	ASHBURN, VA	11/14/2018		
Voss & Associates (David R. Voss Associates, Inc.)	Jacksonville, FL	11/14/2018		
Waits Consulting Group	Houston, TX	11/14/2018		
Walk the Walk Promotions	Richardson, TX	11/14/2018		
Walsh Gallegos Treviño Russo & Kyle P.C.	Austin, TX	11/14/2018		
WaterLily Writing, LLC	Arlington, TX	11/14/2018		
Watkins & Associates Consulting Services LLC.	Houston, TX	11/14/2018		
Wellesley College	Wellesley, MA	11/14/2018		
Wellspring Family & Community Institute	Houston, TX	11/14/2018		
Westat	San Antonio, TX	11/14/2018		
WILLIAM CONNECTION MINISTRIES	HOUSTON,, TX	11/14/2018		
Williams Education Consulting	Houston, TX	11/14/2018	Viewed	11/14/2018
Workshop Houston	Houston, TX	11/14/2018		
Wright One Training	Flower Mound, TX	11/14/2018		
Writers in the Schools	Houston, TX	11/14/2018		
WRM Development	Selma, TX	11/14/2018		
Yolah - Yolandra Drake	Houston, TX	11/14/2018		
Young Women Christian Association of Houston	Houston, TX	11/14/2018		
Youth Advocacy TEAM	Houston, TX	11/14/2018	Unsubmitted	11/20/2018
ZNA DESIGN (ZNA GROUP LLC)	Katy, TX	11/14/2018		
ZolonTech, Inc.	Herndon, VA	11/14/2018		

External Invitations

Participant Detail



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

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

To: Purchasing Division
From: Recommendation Committee

Stephanie Ross
Briggett Bentley
Claudia Magallan
Bill Monroe

Job (Bid or RFP#) and Name: 19/010YR
Contracted Services for Adult Education

Board Meeting Date: January 16, 2019

Date: December 13, 2018

Procurement Requirements Available:

Check One

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

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

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

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

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

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



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

Justification:

Job no. 19/010YR

This RFP was developed to procure contracted services for the Adult Education division.

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

Invitation to propose was sent to four hundred twenty-two (422) vendors.

HCDE received seven (7) responses.

Recommendation:

HCDE is recommending the following vendors for awards:

- **edOpp Solutions, LLC**
- **Dean's Staffing Solutions, Inc.**



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

EC Form

Effectiveness and Compliance Review

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

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

From: Yaritza Román – Contract Manager

Job- Bid or RFP# and Name: 19/010YR Contracted Services for Adult Education

Board Meeting Date: January 16, 2019

Date: December 13, 2018

Procurement Requirements Applicable:

Check One

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

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

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

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

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

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

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

RFP 19/010YR Contracted Services for Adult Education - Evaluation Summary

Evaluation Criteria	Total Weighted Value	Grifting Grounds	edOpp Solutions, LLC	Namitzi Yoga	Grow Minds Consulting, LLC	Dean's Staffing Solutions, Inc.
Price	35	26.67	29.00	22.67	28.33	31.67
Reputation of Vendor and Vendor's goods and/or service	20	13.33	19.67	11.67	17.00	17.67
Quality of Vendor's goods and/or services	20	11.67	20.00	13.33	11.67	17.33
Extent to which the goods and/or services meet HCDE needs	20	11.67	19.33	10.00	8.33	19.33
Vendor's past relationship with HCDE	5	0.00	5.00	0.00	0.00	0.00
Impact on Historically Underutilized Businesses	0	0.00	0.00	0.00	0.00	0.00
Total long-term cost to HCDE	0	0.00	0.00	0.00	0.00	0.00
For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the Vendor or the Vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state	0	0.00	0.00	0.00	0.00	0.00
Other	0	0.00	0.00	0.00	0.00	0.00
Total Average	100	63.33	93.00	57.67	65.33	86.00
						AWARD

Regular Board Meeting**6.D.4.**

Meeting Date: January 16, 2019
Title: CH Local FY 18 - Revised
Submitted For: Bill Monroe, Purchasing

Submitted By: Yaritza Roman
HCDE Goal(s): 4. Provide cost savings by leveraging tax dollars

Recommended Action: Approve

Additional Resource Personnel: Jonathan Parker, Venetia Peacock, Dr. Jesus Amezcua, Bill Monroe, Kendra Jackson, Yaritza Roman

Facilities/Technology Approval Needed?: None

Information**Posted Agenda Item:****Consider approval to increase the allowable maximum contract amounts under CH Local FY 2018**

Quality Security Systems (original \$180,000 actual to date \$61,000) requesting new total of \$241,000
Zieben Foundation (original \$60,000 actual to date \$30,000), requesting new total of \$90,000

Subject:

Request an increase in maximum allowable spending under CH Local

Rationale:

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

Fiscal Impact**Attachments**

No file(s) attached.

Form Review**Inbox**

Purchasing
Assistant Superintendent - Business
Form Started By: Yaritza Roman
Final Approval Date: 01/03/2019

Reviewed By

Bill Monroe
Jesus Amezcua

Date

01/03/2019 02:28 PM
01/03/2019 06:23 PM
Started On: 12/20/2018 04:34 PM

Regular Board Meeting

7.A.

Meeting Date: January 16, 2019

Title: FY 2019 Investment Resolution

Submitted For: Jaime Martinez, Business Office

Submitted By: Jaime Martinez

Additional Resource

Personnel:

Information

Posted Agenda Item:

Consider approval of FY 2018-2019 Investment Resolution for the annual review of HCDE's Investment Policy, Broker Dealers, and Investment Trainers in accordance with the Public Funds Investment Act.

Subject:

Investment Resolution; Broker Dealers; Approved Trainers

Rationale:

The Public Funds Investment Act requires the annual review and approval of the Harris County Department of Education investment policy and adoption of a resolution (attached).

In accordance with the Public Funds Investment Act, Texas Government Code 2256.005(k), the Board of Trustees must review and adopt a list of qualified brokers and dealers on an annual basis. HCDE policy allows all brokers and dealers offering to engage in investment transactions with the Department to be included on the list provided they complete and return a Broker/Dealer Certification form. Business Services sent out packets including a cover letter, the HCDE investment policy CDA (LOCAL), the RESOLUTION OF THE BOARD REGARDING REVIEW OF THE INVESTMENT PROGRAM, a Broker Dealer questionnaire, and the Broker Dealer Certification form. The forms are included in this agenda item.

Consider approval of authorized list of FY19 Broker Dealers:

1. Federated Investors, Inc. (Tex Pool)
2. Hilltop Securities, Inc.(TexSTAR)
3. First Public, LLC (LoneStar)
4. JP Morgan Chase
5. Public trust Advisors, LLC - Texas CLASS
6. BOK Financial – Bank of Texas
7. Cantor Fitzgerald & Co
8. FTN Financial
9. Mizuno SC

In accordance with the Public Funds Investment Act, the board must approve organizations to secure acceptable training in compliance with Chapter 2256:

1. Government Treasurer's Organization of Texas (GTOT)
2. Governments Finance Officer Association of the United States and Canada (GFOA)
3. Association of School Business Officials (ASBO)
4. Harris County Department of Education School Finance Council (HCDE-SFC)
5. Region IX Education Service Center

Attachments

Board Resolution

HCDE Policy

Broker Dealer Certification

Broker Questionnaire

RESOLUTION OF THE BOARD
REGARDING REVIEW OF THE INVESTMENT PROGRAM

WHEREAS, Section 2256.005 (e) of the Public Funds Investment Act (Texas Government Code Chapter 2256) requires the Board of Trustees of Harris County Department of Education to (a) review the Department's investment policy and investment strategies set forth in CDA (LOCAL) not less than annually and (b) adopt this resolution reflecting the Board's review and record any changes made to the investment policy or strategies;

WHEREAS, the Department's investment policy for fiscal year 2018-2019 has been presented to the Board for its consideration and approval, as required by the Act; and

WHEREAS, the Department's updated investment policy for the fiscal year 2018-2019 has been approved by the Board of Trustees.

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of Harris County Department of Education has reviewed the Department's investment policy, and hereby adopts the policy for fiscal year 2018-2019 in compliance with the Public Funds Investment Act.

Adopted this 19th day of December 2018, by the Board of Trustees.

President

Secretary

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

Investment Scope

This investment policy covers all financial assets under the direct control of the Department. Transactions involving the purchase, sale, and maintenance of all Department financial investments are included within the jurisdiction of this policy.

**Objectives and
Priorities**

The objectives of the investment policy are as follows and in the following order of priority:

1. To comply with the laws of the state of Texas as defined in Government Code, Chapter 2256, known as the Public Funds Investment Act.
2. To provide (1st) for the preservation and safety of principal, (2nd) liquidity and (3rd) yield, for of all Department funds.
3. To provide sufficient funds to meet the cash needs of the continuing operation of the Department.
4. To attain a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs, and consistent with current and future bank depository contracts.
5. To acquire diversification in the types, issues, and maturities of Department investments with due consideration to the quality of the investment.
6. Securities may be sold or exchanged before they mature if market conditions present an opportunity for the Department to benefit from the trade or if necessary to meet the cash needs of the Department. Under this investment policy, all investments shall be made with the intent of pursuing, at the time of purchase, the best rate of return on securities held until maturity, and not with the intent of speculative trading.
7. To maintain the highest professional and ethical standards, with capable and high-quality investment management, as custodians of the public trust.

**Maturity
Requirements and
Restrictions**

It is the objective of the Department to match the maturity of investment instruments to cash flow needs. The following restrictions apply to original maturities for all funds:

1. Investment securities shall not have an original stated maturity greater than two years, except as provided in number 7 below.
2. The term of a repurchase agreement shall not be greater than 90 days unless bond proceeds are invested, in which case, the maturity shall not exceed projected cash expenditures.

OTHER REVENUES
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CDA
(LOCAL)

3. Commercial paper shall have a stated maturity no greater than 270 days.
4. Money market mutual funds shall have a dollar-weighted average stated maturity no greater than 90 days.
5. For pooled fund groups, the maximum-dollar-weighted average maturity allowed based on the stated maturity date of the portfolio shall be 180 days.
6. When bond proceeds are invested, the maturity shall not exceed projected cash expenditures.
7. In the event the Department receives a restricted gift or bequest intended as an endowment such amount maybe invested in a security to yield the annual income desired, but in no case shall the maturity of such investment be longer than five years.

**Department
Investment Officers**

The Assistant Superintendent—Business Services, Business Analyst, Chief Accounting Officer, and Accounting, Reporting and Compliance Officer shall be the Department's investment officer and may invest Department funds that are not immediately required to pay the obligations of the Department. The Assistant Superintendent Business Services may designate with the Superintendent's approval, two other employees to serve as investment officers. These investment officers are hereby bestowed all of the obligations and authorities provided by Chapter 2256, policy CDA(LEGAL) and this policy. It is the responsibility of the investment officers to monitor the contents of the portfolio, the available markets, and the relative values of competing instruments, and adjust the portfolio accordingly.

**Training
Requirements**

First 12 Months

In accordance with Chapter 2256, investment officers shall attend required formal training sessions within 12 months after taking office or assuming duties. Training must include education in investment controls, security risks, market risks, and compliance with Chapter 2256. Each investment officer must also attend continuing education as mandated by the Public Funds Investment Act.

Within 2 Year
Period

Compliance with Chapter 2256 and policy CDA(LEGAL) is required.

Organizations that will be utilized to secure acceptable training in compliance with Chapter 2256 include the following:

- Government Treasurer's Organization of Texas
- Government Finance Officer Association of the United States and Canada (GFOA)

OTHER REVENUES
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- Association of School Business Officials (ASBO)
- Texas Association of School Business Officials (TASBO)
- Harris County Department of Education School Finance Council
- Region IV Education Service Center

Standard of Care

Investments shall be made with the judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. In determining whether the investment officers have exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the investment of all funds over which the officer has responsibility rather than a consideration as to the prudence of a single investment, and whether the investment decision was consistent with the Department's investment policy.

Liability

Department investment officers shall not be responsible for any loss of the Department's funds through the failure or negligence of any depository, nor any loss resulting from normal fluctuations in the market value of investments or collateral securities. Nothing in this section shall release the investment officers from responsibility for misappropriation of funds by him or her.

Ethics and Conflicts of Interest

Each investment officer shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair his or her ability to make impartial investment decisions. The investment officers shall disclose to the Board any material financial interests in financial institutions that conduct business with the Department and any personal financial/investment positions that could be related to the performance of the Department's portfolio. Each investment officer shall subordinate his or her personal investment transactions to those of the Department, particularly with regard to the timing of purchases and sales.

Each investment officer shall submit required disclosures to the Texas Ethics Commission and governing body if:

1. The officer has a personal business relationship with a business organization offering to engage in an investment transaction with the Department (as defined in 2256.005 (i) (1-3)); or
2. The officer is related within the second degree by affinity or consanguinity, as determined under Chapter 573 of the Texas

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Government Code, to an individual seeking to transact investment business with the entity.

Audit

At least annually, the Department shall have an independent auditing firm perform a compliance audit of management controls on investments and adherence to the Board's established investment policies in conjunction with the annual financial audit. The Department's investment officers and the Department's investment procedures shall be subject to an annual compliance audit and any special audits as required. The external audit firm will formally review the monthly investment reports and report findings to the governing body during the annual audit process.

Internal Controls

The investment officers shall establish a system of internal controls which shall be documented in writing and approved by the Board. The internal controls shall be reviewed with the independent auditor on an annual basis. These controls shall be designed to control collusion and to implement a separation of functions including the separation of transaction authority from accounting and record-keeping. The controls shall also establish custodial safekeeping guidelines, procedures for the delegation of authority to subordinate staff, and specific limitations regarding securities losses and remedial action. Furthermore, the controls shall require written confirmation of telephone transactions and documentation of transactions and strategies. Controls shall include the requirement for two separate authorizations on the quote sheet to initiate the investment purchase.

Broker/Dealers

Prior to handling investments on behalf of the Department, brokers/dealers must submit required written documents in accordance with law. {See SELLERS OF INVESTMENTS, CDA (LEGAL)} Representatives of brokers/dealers shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC), and be in good standing with the Financial Industry Regulatory authority (FINRA). At the time the broker/dealer is considered by the Board, the record of complaints filed and resolutions available shall be provided to the Board.

Safekeeping

All purchased securities and collateral shall be held in safekeeping by the Department, or a Department account in a third-party financial institution, or with a Federal Reserve Bank.

Securities and collateral will be held by a third party custodian designated by the Department, and held in the Department's name as evidenced by safekeeping receipts of the institution with which the securities are deposited. Collateralization is required for all uninsured collected balances, plus accrued interest, if any. Collateral is valued at current market plus interest accrued through the date of

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valuation. Collateralized investments may require substitution of collateral. Any broker or financial institution requesting substitution must contact the Department for approval and settlement. Should the collateral's market value exceed the required amount, any broker or financial institution may request approval from the Department to reduce collateral. Collateral reductions may be permitted only if the Department approves the reduction.

All certificates of deposit, insured by the U.S. Government, purchased outside the depository bank shall be held in safekeeping by either the Department or a Department account in a third-party financial institution. All certificates of deposit pledged by the depository bank shall be held in custody of a Federal Reserve Bank for safekeeping or be the subject of a valid pledge agreement designating the Department as the beneficiary of the pledge agreement; be insured by the U.S. Government; and be described in detail by a safekeeping receipt issued to the Department by the Federal Reserve Bank.

Securities and collateral will be held by a third party custodian designated by the Department, and held in the Department's name as evidenced by safekeeping receipts of the institution with which the securities are deposited. Collateralization is required for all uninsured collected balances, plus accrued interest, if any. Collateral is valued at current market plus interest accrued through the date of valuation. Collateralized investments may require substitution of collateral. Any broker or financial institution requesting substitution must contact the Department for approval and settlement. Should the collateral's market value exceed the required amount, any broker or financial institution may request approval from the Department to reduce collateral. Collateral reductions may be permitted only if the Department approves the reduction.

All pledged securities by the depository bank shall be held in safekeeping by the Department, or a Department account in a third party financial institution, or with a Federal Reserve Bank.

Securities and collateral will be held by a third party custodian designated by the Department, and held in the Department's name as evidenced by safekeeping receipts of the institution with which the securities are deposited. Collateralization is required for all uninsured collected balances, plus accrued interest, if any. Collateral is valued at current market plus interest accrued through the date of valuation. Collateralized investments may require substitution of collateral. Any broker or financial institution requesting substitution must contact the Department for approval and settlement. Should the collateral's market value exceed the required amount, any bro-

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ker or financial institution may request approval from the Department to reduce collateral. Collateral reductions may be permitted only if the Department approves the reduction.

**Delivery vs.
Payment**

All funds involved in the settlement of transactions of investment securities shall be transferred using the delivery vs. payment (DVP) method through the Federal Reserve System. By so doing, Department funds or securities are not released by a third party until the counterparty presents the agreed-upon transaction.

Safety

The primary goal of the investment program is to ensure safety of principal to maintain liquidity, and to maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month period any market price losses resulting from interest-rate fluctuations.

Competitive Bids

It is the policy of the Department to require competitive bidding for all securities purchases and sales with the exception of those transactions involving money market mutual funds and public funds investment pools and when issued securities, which are deemed to be made at prevailing market rates. At least three bids or offers (which may be verbal, followed-up with the information in writing) must be solicited from approved broker dealers. In instances in which the exact security being offered cannot be found by competing dealers, offers on like securities may be used to establish a fair market price.

**Investment
Strategies by Fund**

The Department's investment strategies for each of its funds, including but not limited to operating, agency, debt service and capital projects, are incorporated into this investment policy as follows. The investment objectives for each of the following funds use the following priorities in order of importance: (1) understanding of the suitability of the investment to the financial requirements of the entity; (2) preservation and safety of principal; (3) liquidity; (4) marketability of the investment if the need arises to liquidate before maturity; (5) diversification of the investment portfolio; and (6) yield.

General Fund

The General Fund includes the operating and payroll accounts. The investment strategy for this fund has as its primary objective to ensure the preservation and safety of principal. Secondly, the objective shall be that anticipated cash flows are matched with adequate investment liquidity. These objectives shall be accomplished by purchasing quality short- to medium-term securities whose maturities closely match the funds cash flow requirements. The dollar average weighted maturity of general fund investments shall not exceed 365 days.

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**Special Revenue
Fund**

The Special Revenue Fund includes food service, public activity, and consolidated application funds. The investment strategy for this fund has as its primary objectives safety, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements. These objectives shall be accomplished by purchasing quality short-term securities and by investing in investment pools. The dollar average weighted maturity of general fund investments shall not exceed 365 days.

Debt Service Fund

The investment strategy for the Debt Service Fund has as its primary objective preservation and safety of principal. Secondly, the objective shall be sufficient liquidity to meet scheduled debt service payment obligations. The maximum maturity of any individual investment shall not exceed three years.

**Capital Projects
Fund**

The investment strategy for the Capital Projects Fund has as its primary objective the preservation and safety of principal. The second objective is to ensure that anticipated cash flows are matched with adequate investment liquidity. These objectives shall be accomplished by purchasing short- to medium-term securities or investment pools. The maximum maturity of any individual investment shall not exceed three years.

Suitability

The primary investment objectives of the Department are preservation of principal and liquidity; income is secondary. The investments must be appropriate to meet the needs and circumstances of the Department's operating budget. The investment officers shall use reasonable judgment to determine whether the investment is applicable to the portfolio needs of the Department.

**Preservation and
Safety of Principal**

The investment officers shall exercise diligence and thoroughness in making an investment transaction. Receipts for confirmations of trades will include information on trade date, par value, maturity, price, settlement date, and description of securities purchased, and they will show the Department as the purchaser.

Liquidity

Maturities of investments made shall be scheduled to coincide with projected cash flow needs, taking into account large routine expenditures (payroll, debt service payments, and general expenditures), anticipated payouts of capital project expenditures, sizable blocks of anticipated revenue, and periodic reimbursements from other funds or accounts. Investments will be made with the intent of pursuing, at the time of purchase, the best rate of return on securities held until maturity, and not with the intent of speculative trading. Securities, however, may be sold or exchanged before they mature if market conditions present an opportunity to benefit from the trade or if necessary to meet cash needs. Careful consideration will be given to the effect of the sale on the remaining portfolio.

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**Investment
Diversification**

The Department shall diversify the investment instruments within the portfolio to avoid incurring reasonable risks inherent in over-investing in specific instruments, individual financial institutions, or maturities, so that no single investment or class of investments can have a disproportionate impact on the total portfolio. The asset allocation in the portfolio should, however, be flexible depending upon the outlook for the economy and the securities markets. Diversification to avoid over-concentration in a specific instrument does not apply to U.S. Treasury securities and money market mutual funds. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

The Department recognizes that investment risks may result from issuer defaults, market price changes, or various technical complications leading to temporary illiquidity. Portfolio diversification is employed as a way to control risk. The investment officers are expected to display prudence in the selection of securities as a way to minimize default risk. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio. In the event of default by a specific issuer, the investment officers shall review, and, if appropriate, proceed to liquidate securities having comparable credit risks. To control market price risks, volatile investment instruments shall be avoided.

Yield

Investment officers shall strive to earn a competitive total return on the portfolio consistent with the objectives and priorities stated in this policy. Total return shall mean the interest or dividend payments and appreciation or depreciation of the principal of the investment. Cash use estimates are used to make investment decisions. All available funds should be invested to earn interest for the Department. Enough of the funds will be invested in nonvolatile, liquid investments to ensure payments when due. Moderate income volatility is permitted. Financial risk is unacceptable, and because the investment time horizon of the funds are relatively short, exposure to interest rate risk and purchasing power risk will be minimal. The annual time-weighted rate of return on the portfolio should be compared with the total return on three-month Treasury bills to evaluate the portfolio's performance.

**Approved
Investment
Instruments**

From those investments authorized by law and described further in CDA(LEGAL) under Authorized Investments. All investments made or sold on behalf of the Department must fall within the guidelines provided in Government Code, Chapter 2256, Public Funds Investments Act (short title), and are subject to such other restrictions as may be imposed by the Department Board by resolution or order.

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The following are the types of investments authorized for Department funds, with restrictions as noted [See CDA(LEGAL)—AUTHORIZED INVESTMENTS]:

Board shall permit investment of Department funds in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009.
2. Certificates of deposit and share certificates as permitted by Government Code 2256.010.
3. Fully collateralized repurchase agreements permitted by Government Code 2256.011.
4. Securities lending program as permitted by Government Code 2256.0115.
5. Banker's acceptances as permitted by Government Code 2256.012.
6. Commercial paper as permitted by Government Code 2256.013.
7. No-load money market mutual funds and no-load mutual funds as permitted by Government Code 2256.014.
8. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.
9. Public funds investment pools as permitted by Government Code 2256.016.

**Investment
Institutions and
Representatives**

The Department investment officers shall invest Department funds with any or all of the following institutions or groups consistent with federal and state law and the current bank depository contract:

1. Depository bank.
2. Other state or national banks domiciled in Texas that are insured by FDIC;
3. Savings and loan associations domiciled in Texas that are insured by FSLIC (or its successor);
4. Public funds investment pools;
5. Money market funds;
6. Government securities brokers and dealers.

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**Qualified Institutions
and Firms**

A written copy of the investment policy shall be presented to any person seeking to sell the Department an authorized investment if the investment officers desire to do business with this person. The qualified individual of the business organization seeking to sell an authorized investment to the Department shall execute a written instrument substantially to the effect that the qualified individual has: (1) received and thoroughly reviewed the investment policy of the Department; and (2) acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted by the Department and the organization that are not authorized by the entity's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the entity's entire portfolio or requires an interpretation of subjective investment standards.

The investment officers shall maintain a list of business organizations qualified to transact sales and purchases of investment instruments with the Department. The list shall be reviewed and updated annually. The Superintendent will recommend a list of qualified brokers and the governing body will approve the bidders.

Qualified Individual

A qualified individual is any financial institution and-or broker/dealer who desires to become qualified for investment transactions must supply the following as appropriate:

- Audited financial statements
- Proof of National Association of Securities Dealers (NASD) Certification
- Proof of state registration
- Completed broker/dealer questionnaire
- Certification of having read and understood and agreeing to comply with the [entity's] investment policy.

**Reporting and
Performance
Monthly Report**

The investment officers shall prepare and submit to the Board a monthly report of investment transactions for all funds for the preceding reporting period. The report must:

1. Describe in detail the portfolio position of the Department on the date of the report;
2. State the book value and market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested;

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3. Contain a summary statement of each pooled fund group that states beginning market values, changes in market values, and ending market values for the reporting period;
4. State the maturity date of each separately invested asset that has a maturity date;
5. State the fund for which each individual investment was acquired;
6. State the compliance of the investment portfolio as it relates to the investment strategy expressed in the Department investment policy and relevant provisions of Government Code, Chapter 2256; and
7. Be prepared jointly and signed by all Department investment officers.

The Board will review the investment policy each fiscal year and adopt a written instrument stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record the changes made to either the investment policy or investment strategies.

**Liquidity and
Maturity**

Any internally created pool fund group of the Department shall have a maximum dollar weighted maturity of 180 days. The maximum allowable stated maturity of any other individual investment owned by the Department shall not exceed one year from the time of purchase. The Board may specifically authorize a longer maturity for a given investment, within legal limits.

The Department's investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements.

Diversity

The investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from overconcentration of assets in a specific class of investments, specific maturity, or specific issuer.

**Investment
Management**

In accordance with Government Code 2256.005(b)(3), the quality and capability of investment management for Department funds shall be in accordance with the standard of care, investment training, and other requirements set forth in Government Code Chapter 2256.

**Monitoring Market
Prices**

The investment officers shall monitor the investment portfolio and shall keep the Board informed of significant changes in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, depository banks, com-

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mercial or investment banks, financial advisers, and representatives/advisers of investment pools or money market funds. Monitoring shall be done monthly or more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

Monitoring Rating Changes

In accordance with Government Code 2256.005(b), the investment officer shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

Safekeeping and Custody

The Department shall retain clearly marked receipts providing proof of the Department's ownership. The Department may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with Department funds by the investment pool.

Sellers of Investments

Prior to handling investments on behalf of the Department, a broker/dealer or a qualified representative of a business organization must submit required written documents in accordance with law. [See Sellers of Investments, CDA(LEGAL)]

Representatives of brokers/dealers shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC), and be in good standing with the Financial Industry Regulatory Authority (FINRA).

Soliciting Bids for CDs

In order to get the best return on its investments, the Department may solicit bids for certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods.

Interest Rate Risk

To reduce exposure to changes in interest rates that could adversely affect the value of investments, the Department shall use final and weighted-average-maturity limits and diversification.

The Department shall monitor interest rate risk using weighted average maturity and specific identification.

Internal Controls

A system of internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the Department. Controls deemed most important shall include:

1. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds.
2. Avoidance of collusion.

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3. Custodial safekeeping.
4. Clear delegation of authority.
5. Written confirmation of telephone transactions.
6. Documentation of dealer questionnaires, quotations and bids, evaluations, transactions, and rationale.
7. Avoidance of bearer-form securities.

These controls shall be reviewed by the Department's independent auditing firm.

Annual Review

The Board shall review this investment policy and investment strategies not less than annually and shall document its review in writing, which shall include whether any changes were made to either the investment policy or investment strategies.

Annual Audit

In conjunction with the annual financial audit, the Department shall perform a compliance audit of management controls on investments and adherence to the Department's established investment policies.

Original Adoption: 4/19/2005
Revision(s): 11/14/2006
10/21/2008
6/16/2009
4/19/2011
7/17/2012
2/26/2013
4/21/2015
8/16/2016
6/20/2018

HARRIS COUNTY DEPARTMENT OF EDUCATION
Broker Dealer Certification Form
As required by Texas Government Code 2256.005(k)

I, as a registered principal or manager for the firm _____
_____ do hereby certify that I, and the broker
covering this account, _____ have
received and reviewed the investment policy of Harris County Department of
Education.

We acknowledge that this firm has implemented reasonable internal procedures
and controls in an effort to preclude investment transactions conducted between
this firm and Harris County Department of Education that are NOT authorized by
the organization's investment policy. The firm cannot be held responsible for the
makeup of the organization's entire portfolio or an interpretation of said portfolio,
which requires an analysis of subjective investment standards.

Signature: _____

Name: _____

Title: _____

Date: _____ email: _____

Phone: _____

**Please complete and return this form along with any additional
documentation deemed necessary by the firm in order to conduct business
with Harris County Department of Education.**

HARRIS COUNTY DEPARTMENT OF EDUCATION

Broker Dealer Questionnaire

Firm Name:

CRD Number: _____

Office Servicing _____

Account: _____

Address: _____

Primary Representative:

Phone: _____

Fax: _____

E-mail: _____

CRD Number: _____

Secondary Representative or Sales Assistant:

Phone: _____

E-Mail: _____

CRD Number: _____

Branch Manager:

Phone: _____

Is your firm designated as a *primary dealer* by the Federal Reserve? * _____

If not, does your firm maintain an inventory? (dealer status) * _____

Is the firm registered with the State of Texas State Securities Board? * _____

Is the firm and all its representatives registered with the FINRA? * _____

In what market sectors does the account representative specialize? _____

List 3 public clients currently with this representative: Name, Contact Person, Phone No. _____

**If the answer to any of these questions is no, please attach an additional page and explain each separately.*

Complete delivery instructions: **All transactions will be completed delivery versus payment.**

Please complete this form and return it along with any additional documentation deemed necessary by the firm in order to conduct business with Harris County Department of Ed.

Regular Board Meeting**7.B.****Meeting Date:** January 16, 2019**Title:** Consider approval of the 2017-2018 Annual Financial Audit, the fund balance categories and amounts as presented in the report**Submitted For:** Jesus Amezcua, Business Office **Submitted By:** Stephanie Ritchie**Additional Resource** Rosa Maria Torres**Personnel:**

Information**Posted Agenda Item:**

Consider acceptance of the 2017-2018 Annual Financial Audit, the fund balance categories and amounts as presented in the report and in the attached resolution for committed fund balance. The audit was conducted by Whitley Penn LLP.

Subject:

Consider approval of the 2017-2018 Annual Financial Audit, the fund balance categories and amounts as presented in the report. The audit was conducted by Whitley Penn LLP.

Rationale:

Consider approval of the 2017-2018 Annual Financial Audit, the fund balance categories and amounts as presented in the report. The audit was conducted by Whitley Penn LLP.

Attachments

No file(s) attached.

Form Review**Inbox**

Assistant Superintendent - Business
Form Started By: Stephanie Ritchie
Final Approval Date: 01/03/2019

Reviewed By

Jesus Amezcua

Date

01/03/2019 12:37 PM
Started On: 12/17/2018 09:26 AM

Regular Board Meeting**7.C.****Meeting Date:** January 16, 2019**Title:** Interlocal Contract - Harris County Sheriff's Office 2019-2020 Annual Contract**Submitted For:** Anthony Mays, Schools**Submitted By:** Denise Alamos**Recommended Action:** Approve**HCDE Goal(s):** 1. Impact education/respond to evolving needs**Additional Resource Personnel:****Facilities/Technology Approval Needed?:**

Information**Posted Agenda Item:**

Consider approval of Interlocal Agreement with the Harris County Sheriff's Office for FY2018 and FY2019 for law enforcement services at the Academic and Behavior School East for two (2) deputies, Academic and Behavior School West for one (1) deputy, Highpoint School East for three (3) deputies, and Fortis Academy for one (1) deputy (\$69,165 per deputy) from 03/01/2019 through 02/28/2020 in an amount not to exceed \$484,155.

Subject:

Consider approval of Interlocal Agreement with the Harris County Sheriff's Office for FY2018 and FY2019 for law enforcement services at the Academic and Behavior School East for two (2) deputies, Academic and Behavior School West for one (1) deputy, Highpoint School East for three (3) deputies, and Fortis Academy for one (1) deputy (\$69,165 per deputy) from 03/01/2019 through 02/28/2020 in an amount not to exceed \$484,155.

Rationale:

Interlocal Agreement with the Harris County Sheriffs Office for seven (7) deputies to provide law enforcement services at the ABSE (2), ABSW (1), HSE (3) and Fortis Academy (1). HCDE will pay \$484,155 from March 1, 2019 through February 28, 2020.

Contract is in accordance with Government Code 791. Interlocal Cooperation Contracts.

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

Attachments

FY20 HCSO-Annual Contract

Form Review**Inbox**

Purchasing Alternate
Denise Alamos (Originator)
Purchasing Alternate
Purchasing
Assistant Superintendent - Business
Form Started By: Denise Alamos

Reviewed By

Melissa Smith
Denise Alamos
Kendra Jackson
Bill Monroe
Jesus Amezcua

Date

01/03/2019 12:13 PM
01/04/2019 08:24 AM
01/04/2019 09:32 AM
01/04/2019 09:43 AM
01/04/2019 01:33 PM
Started On: 12/19/2018 04:46 PM

**INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN HARRIS COUNTY AND
HARRIS COUNTY DEPARTMENT OF EDUCATION**

THIS AGREEMENT is made and entered into by and between **Harris County, Texas** hereinafter referred to as the "County," acting by and through its governing body, the Harris County Commissioners Court, and the **HARRIS COUNTY DEPARTMENT OF EDUCATION** ("HCDE") acting by and through its governing body.

RECITALS:

This Agreement is made pursuant to chapter 791 of the Texas Government Code, which authorizes contracts between counties and local governments for the performance of governmental functions and services; and

HCDE desires to obtain the services of the Harris County Sheriff (the "Sheriff") to provide law enforcement services within HCDE's geographical area as further defined in Exhibit "A".

NOW THEREFORE, the County and HCDE, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

TERMS:

**I.
TERM**

1.1 The services to be performed under this Agreement shall begin on March 1, 2019, and end on February 29, 2020, unless terminated sooner in accordance with the provisions of Section IV.

**II.
SERVICES**

2.1 The County agrees to authorize the Sheriff to provide 7 deputy(ies) to devote seventy percent (70%) of their working time to provide law enforcement services related to HCDE's geographical area (the "area"), as further defined in Exhibit "A", attached hereto and made a part hereof. "Law enforcement services" include, but are not limited to, patrolling, preparing reports, appearing in court, investigating crimes, arresting persons, and transporting suspects.

2.2 As used herein, the phrase "working time" is defined as follows: the usual or normal hours that the Sheriff's deputies are required to work in any calendar month, and does not include any extra or overtime work. The consideration for the law enforcement services provided herein includes a share of the costs to the County for such times when deputies are not available. Vacation and sick leave are earned through County service, and funeral leave is a benefit available to County employees. Therefore, "working time" shall

not include vacation, sick leave, funeral leave or other county-benefit leave, and it is not anticipated that the Sheriff will authorize substitute deputies to work within the area when the regularly assigned deputies are not available.

2.3 The Sheriff shall retain control and supervision of the deputies performing services under this agreement to the same extent as he does other deputies. HCDE understands and agrees that this Agreement is not intended, nor shall it be construed, to obligate the Sheriff to assign deputies to devote any portion of their working time to the area, including but not limited to circumstances like officer funerals and natural disasters.

2.4 HCDE shall provide to the deputies copies of HCDE guidelines and policies, if any, relating to absenteeism and implement any necessary training in that regard. HCDE shall neither request nor require the deputies to take actions with respect to absent students that are not authorized by law or HCDE's guidelines and policies. A deputy who has probable cause to believe that a child is in violation of the compulsory school attendance law may take the child into custody for the purpose of returning the child to the school campus of the child to ensure the child's compliance with compulsory school attendance requirements.

III. CONSIDERATION FOR SERVICES

3.1 HCDE agrees to pay the County the sum of \$484,155.00 for 7 deputy(ies) for a total sum of FOUR HUNDRED EIGHTY FOUR THOUSAND, ONE HUNDRED FIFTY FIVE AND NO/100 DOLLARS (\$484,155.00) to be used by the County for the purpose of paying seventy percent (70%) of the full-time equivalent cost to the County for supplying the law enforcement services, including salaries, benefits, vacation, sick leave, and any additional expenses the County may incur in providing the services under this Agreement.

HCDE agrees to make payments on the total sum in installments, which are due and payable, without demand, on the following dates in the amounts set forth next to the dates:

February 20, 2019	\$40,346.00
March 20, 2019	\$40,346.00
April 20, 2019	\$40,346.00
May 20, 2019	\$40,346.00
June 20, 2019	\$40,346.00
July 20, 2019	\$40,346.00
August 20, 2019	\$40,346.00
September 20, 2019	\$40,346.00
October 20, 2019	\$40,346.00
November 20, 2019	\$40,346.00
December 20, 2019	\$40,346.00
January 20, 2020	\$40,349.00

The monthly installments are due and payable before 10:00 A.M. at the office of the County Treasurer, Dept. 101, P.O. Box 4354, Houston, Texas 77210-4354. If the County provides the option, payment may be made by same time and date by electronic means to an account designated by the County.

Regarding the first payment due on February 20, 2019, the first payment is due on the latter of February 20, 2019 or five (5) days after HCDE receives a fully executed copy of this Agreement from the County.

IV. DEFAULT AND TERMINATION

4.1 HCDE understands and agrees that if the County does not receive the monthly payments within thirty (30) days of the date due, the County is authorized to terminate this Agreement without further notice. The County's failure to make demand for payments due is not a waiver of HCDE's obligation to make timely payment.

4.2 If HCDE defaults in the payment of any obligation hereunder, HCDE is liable to the County for an interest assessment of one percent (1%) on the unpaid amount. Interest shall thereafter compound monthly at one percent (1%) on unpaid amounts and interest assessments from the date of default until paid. This interest is in addition to any monies due for law enforcement services rendered hereunder. Interest on all past due amounts shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, charged, or received under law. Any interest in excess of that maximum amount shall be refunded. HCDE is also liable for attorney's fees and costs should the matter have to go to litigation for collection.

4.3 If HCDE is dissatisfied in any way with the performance of the County, the Sheriff or the deputies under this Agreement, HCDE's sole remedy is termination under Section 4.4.

4.4 Either party may terminate this Agreement prior to the expiration of the term set forth in this Agreement, with or without cause, upon thirty (30) days prior written notice to the other party. The County will submit an invoice to HCDE showing the amounts due for the month in which termination occurs. HCDE agrees to pay the final invoice within ten (10) days of receipt.

4.5 If this Agreement is terminated at any time other than at the end of a contract month, the monthly installment or payment for such contract month will be prorated, less any unpaid amounts and interest under Paragraph 4.2.

4.6 In the event the Sheriff informs Commissioners Court and HCDE in writing that due to position vacancy or elimination occurring on or after March 1, 2019, the Sheriff cannot or will not provide 7 deputy(ies) to devote seventy percent (70%) of their working time to provide law enforcement services related to HCDE's geographical area, and provided that HCDE has prepaid its sum and further provided that such notice from the

Sheriff identifies that such vacancy or elimination was of a position that served or facilitated service to HCDE, HCDE shall receive a refund equal to the number of days between the date of the Sheriff's notice and a subsequent meeting of Commissioners Court at which Commissioners Court amends or terminates the Agreement.

V.
NOTICE

5.1 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 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 parties at the following addresses:

To the County: Harris County
Harris County Administration Building
1001 Preston, Suite 610
Houston, Texas 77002
Attention: Clerk, Commissioners Court

with a copy to: Sheriff Ed Gonzalez
Harris County Sheriff
1200 Baker Street
Houston, Texas 77002

To HCDE: Harris County Department of Education c/o
ABC School Campus Business Office
6300 Irvington Blvd.
Houston, Texas 77022
Attention: Denise Alamos

5.2 Either party may designate a different address by giving the other party ten days' written notice.

VI.
MERGER

6.1 The parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

VII.
MISCELLANEOUS

7.1 This instrument contains the entire Agreement between the parties relating to the rights granted and the obligations assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.

7.2 Unless otherwise consented to and approved by Commissioners Court, agreement modifications that increase funding, personnel positions or geographical area can only be approved on a quarterly basis, and the effective date must coincide with the beginning of a pay period. Agreement modifications that decrease funding, personnel positions or geographical area may be approved at a regularly scheduled meeting of Commissioners Court, and the effective date must coincide with the end of a pay period, unless otherwise agreed to by the parties.

7.3 This Agreement may be executed in multiple counterparts, each having equal force and effect of an original.

7.4 This Agreement is not in effect until it has been signed by HCDE and it has received the approval by the Harris County Commissioners Court and the Sheriff.

APPROVED AS TO FORM:

VINCE RYAN
County Attorney



By _____
DeAnne A. Lin
Assistant County Attorney
C.A. File No. 18GEN2195

HARRIS COUNTY

By _____
LINA HIDALGO
County Judge

Date Signed: _____

APPROVED:

ED GONZALEZ
Harris County Sheriff

APPROVED:
HARRIS COUNTY DEPARTMENT OF EDUCATION, (HCDE)

By _____
JAMES COLBERT, JR.
County School Superintendent

By _____
ANGIE CHESNUT
President, Board of Trustees

Date Signed: _____

ATTEST:

By _____
Name: _____
Secretary, Board of Trustees

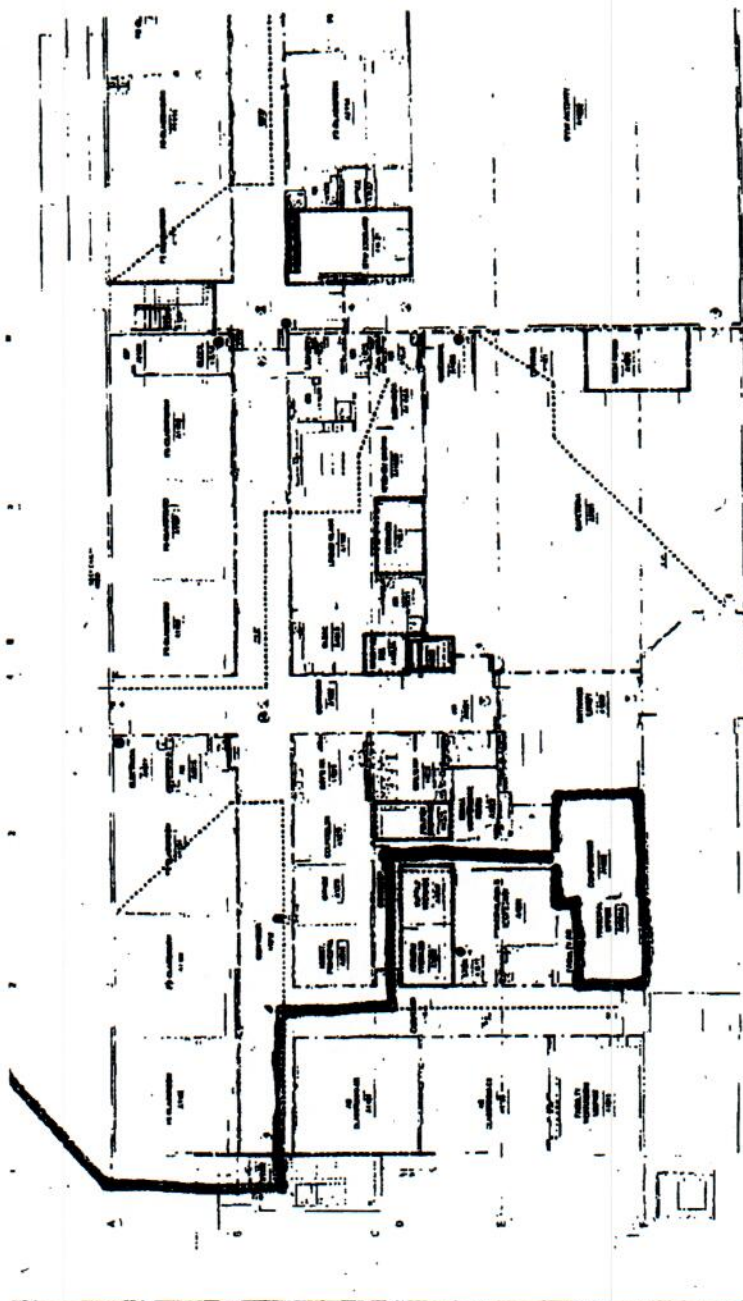
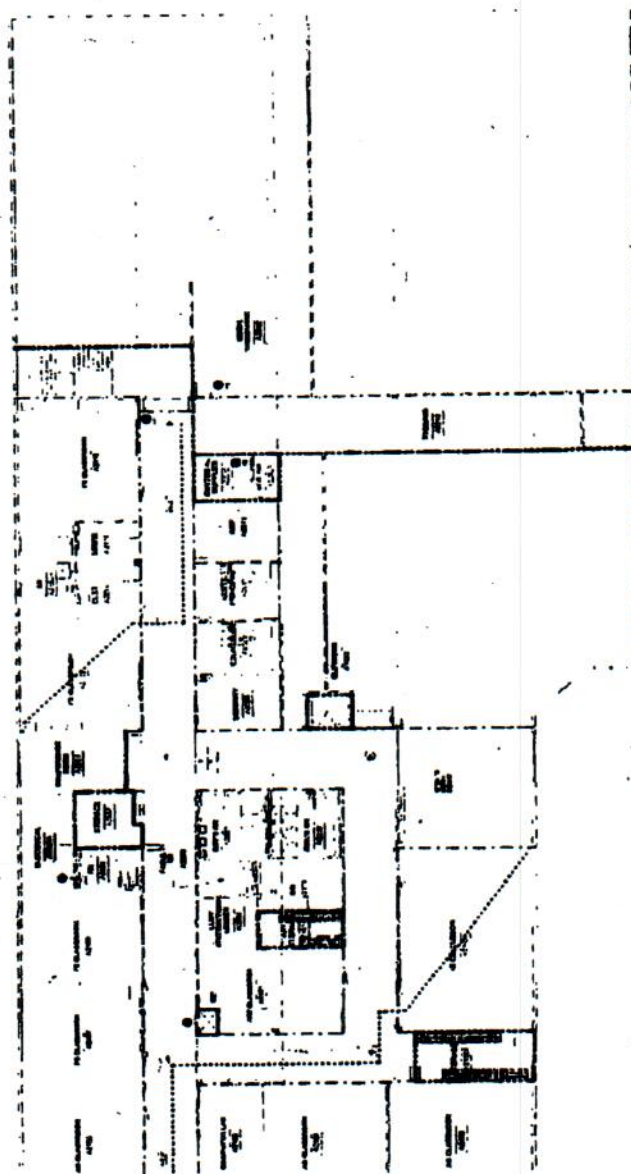
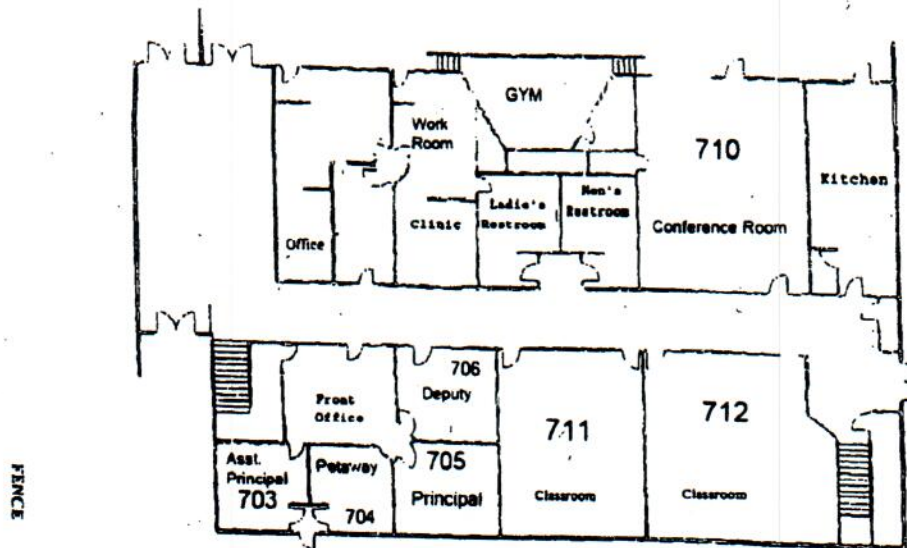


EXHIBIT A

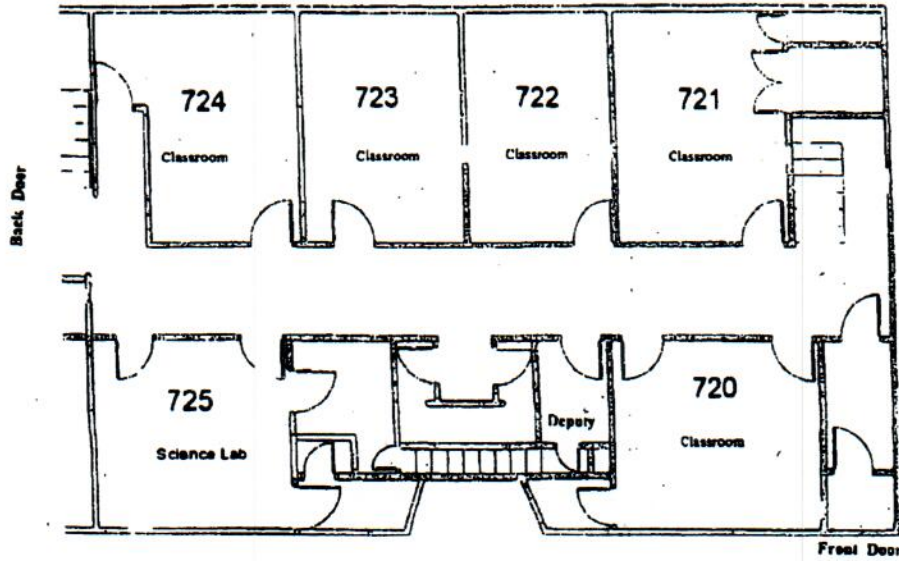


Highpoint School East Middle School

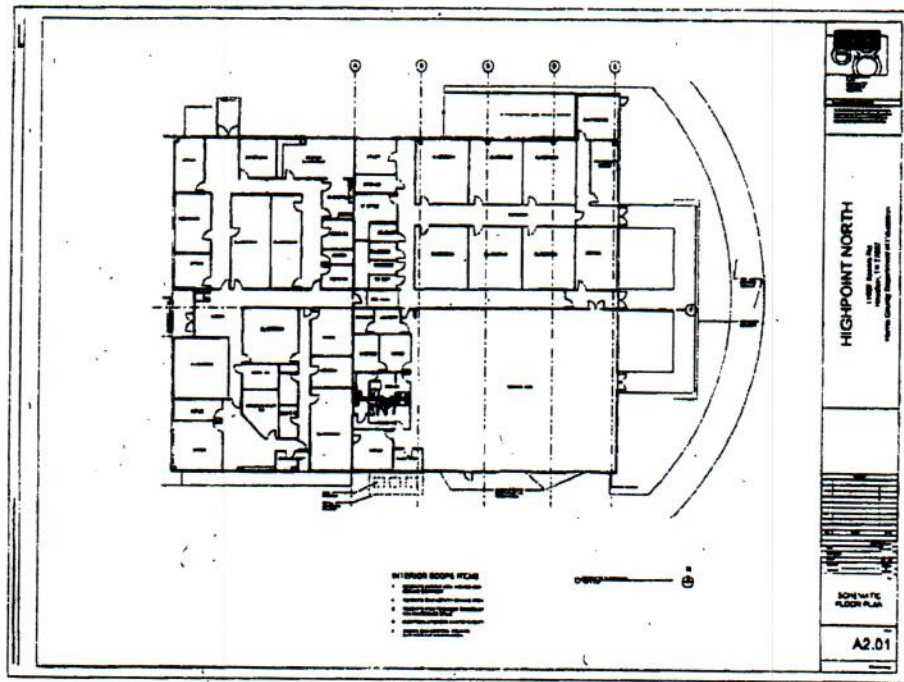


First Floor Plan

Highpoint School East
Middle School

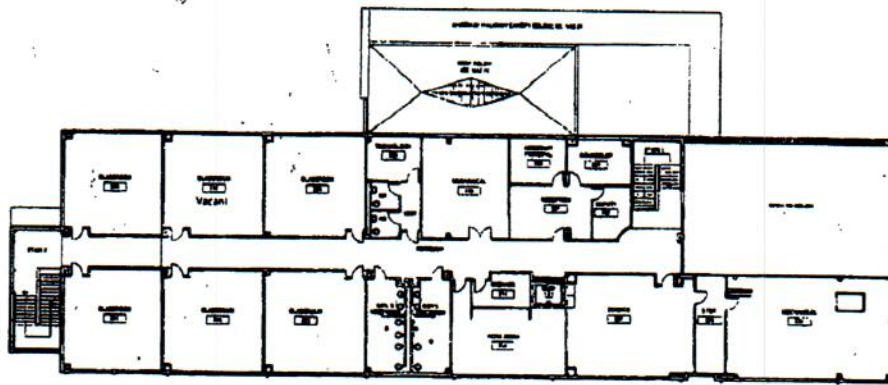


Second Floor Plan



Floor plan of the second floor of the University of Oklahoma Administration Building. The plan shows a central corridor with rooms on both sides. Rooms labeled include Lewis, Bischof, Science, Taylor, Backer, and Hughes. There are also several unlabeled rooms and a large open area on the right side.

FIRST FLOOR PLAN



SECOND FLOOR PLAN

ORDER OF COMMISSIONERS COURT
AUTHORIZING AGREEMENT WITH HARRIS COUNTY DEPARTMENT OF EDUCATION

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 _____, with all members present except _____.

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

ORDER AUTHORIZING INTERLOCAL AGREEMENT
WITH HARRIS COUNTY DEPARTMENT OF EDUCATION
FOR LAW ENFORCEMENT SERVICES

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. 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 Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<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 adopted follows:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Interlocal Agreement, for a total Agreement sum of \$484,155.00, with HARRIS COUNTY DEPARTMENT OF EDUCATION for law enforcement services on a fee basis. The Interlocal Agreement is incorporated by reference and made a part of this order for all intents and purposes as thought set out in full word for word.

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

Regular Board Meeting**7.D.****Meeting Date:** January 16, 2019**Title:** HighPoint East Site Drainage, Leak Repairs, Metal Wall Panel Repairs**Submitted For:** Richard Vela, Facilities**Submitted By:** Julie Carson**Recommended Action:** Approve**HCDE Goal(s):** 2. Deliver value responsibly**Additional Resource Personnel:** Joe Carreon**Facilities/Technology Approval Needed?:** Facilities

Information**Posted Agenda Item:**

Consider approval of contract for the water intrusion prevention and site drainage, leak and metal wall repairs project at HCDE Highpoint East Campus with Facilities Sources (RFP # 16/054JN-04). The total cost of the project is: \$61,946.12.

Subject:

Site Drainage, Leak Repair, Exterior Metal Wall & Interior Wall repairs at Harris County Department of Education High Point East location

Rationale:

Consider approval of the Site Drainage, Leak & Metal Wall Panel Repairs project at Harris County Department of Education's High Point East location; using Facilities Sources (RFP # 16/054JN-04). Refer to the attached aerial picture of High Point East indicating all the areas of this project. The total cost for the project will be: \$61,946.12.

Fiscal Impact**Attachments**

Contract and quote

Aerial picture

Form Review**Inbox**

Purchasing Alternate
Purchasing
Assistant Superintendent - Business
Form Started By: Julie Carson
Final Approval Date: 01/03/2019

Reviewed By

Yaritza Roman
Bill Monroe
Jesus Amezcua

Date

01/03/2019 01:34 PM
01/03/2019 02:21 PM
01/03/2019 06:23 PM
Started On: 12/20/2018 09:22 AM

Master Job Order Contract

This Master Job Order Contract ("Contract") is made by and between Harris County Department of Education ("Owner"), a political subdivision of the state of Texas, whose main office address is 6300 Irvington Boulevard, Houston, Texas 77022, and Facilities Sources ("Contractor"), whose main office address is 13124 Player St., Houston, Texas 77045 for Job Order Contracting Services, effective as of January 17th, 2019 (date).

RECITALS

Whereas, Owner is in need of job order contracting services; and

Whereas, this Contract is for the provision of job order contracting services, to be performed on a non-exclusive, indefinite quantity basis, as requested by Owner, in accordance with the terms of this Contract;

Whereas, Contractor has been procured as a Job Order Contractor vendor under Harris County Department of Education ("HCDE") Choice Partners Contract # 16/054JN-04, and is available to Owner through the Choice Partners purchasing cooperative as permitted by Subchapter I, Chapter 2269 of the Texas Government Code; and

Whereas, Contractor represents that he has the knowledge, ability, skills and resources to provide such job order contracting services in accordance with the terms and requirements of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Contract, the receipt and sufficiency of which are hereby acknowledged, Owner and Contractor, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS

1.1 The term "**Owner**" means the Harris County Department of Education and includes Owner's duly authorized representative, including any person specifically authorized to act for Owner by executing the Contract and any modification thereto. Owner's duties include administration of the Contract, including the issuance of Job Order(s) and modifications and assessing progress; inspecting and periodically reporting on such performance and progress during the stated period of performance, and finally certifying as to the acceptance of the Work in its entirety or any portion thereof, as required by the Contract.

1.2 The term "**Contractor**" means Facilities Sources and includes Contractor's senior manager or its duly authorized representative, including any person specifically authorized to act for Contractor by executing the Contract and any modifications thereto. Contractor's duties include administration of the Contract and performance of the Work.

1.3 The term "**Contract**" as used herein means the documents that form the agreement between Owner and Contractor. The Contract consists of this agreement, including its exhibits and any modifications thereto, any Job Order(s) that may be issued, Choice Partners Contract #16/054JN-4, and Contractor's proposal submitted in response to the solicitation issued by HCDE/Choice Partners for Choice Partners Contract #16/054JN-4, which are fully incorporated herein for any and all purposes.

1.4 The term "**Subcontract**" as used herein means any agreement, including purchase orders (other than one involving an employer-employee relationship) entered into by Contractor calling for equipment, supplies or services required for Contract performance, including any modifications thereto.

1.5 The term "**job order contracting**" means maintenance, repair, alteration, renovation, remediation or minor construction of a facility when the work is of a recurring nature, but the delivery times, type, and quantities of the work required are indefinite.

1.6 The term "**Job Order**" means a specific written agreement between the Owner and the Contractor for Work to be performed under this Contract, in the form of Attachment A hereto.

1.7 The term "**Unit Price Guide**" means the unit price book specified by HCDE/Choice Partners in the procurement of Choice Partners Contract #16/054JN-04.

1.8 The term "**Coefficient Multiplier**" means the numerical factor required to be applied pursuant to Contractor's award under Choice Partners Contract #16/054JN-04 which is applied to the Unit Price Guide unit prices to cover all of Contractor's costs in performing the Work of a Job Order.

1.9 The term "**Non-Pre-priced items**" means the necessary, but incidental, parts of a Job Order that are not susceptible to unit pricing using the pre-priced tasks in the Unit Price Guide.

1.10 The term "**Work**" means the doing of all things described in, reasonably related to, and necessary, proper, or incidental to the work and services required by this Contract and/or a Job Order, whether in whole or in part, and includes all labor, materials, tools, resources, supplies, equipment, permits, insurance, transportation, supervision, management, operations, and performance of all tasks provided or to be provided by Contractor to fulfill Contractor's obligations under this Contract, including any specific project requirements defined and further described in any Job Order.

1.11 The term "**pre-priced item**" means pre-described and pre-priced tasks based on a unit price guide and coefficient multiplier.

II. TERM OF AGREEMENT

2.1 **Term:** The initial term of this Contract is one (1) years and shall be effective January 17th, 2019 (date) through August 31st, 2019 (date). Owner may exercise renewal options for up to four additional one-year terms, in Owner's sole discretion, provided that Contractor is still an eligible vendor under the Choice Partners purchasing cooperative. Job Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Job Order issued by Owner.

2.2 **Completion of Work in Progress:** Owner has the option to extend the term of this Contract, or any renewal period, as necessary for Contractor to complete work on any Job Order approved by Owner prior to the expiration of the Contract.

III. AUTHORIZED CONTRACT SUM

3.1 **Contract Sum:** The maximum aggregate contract expenditures for the initial one (1) year term is \$61,946.12. The cost of each specifically authorized Job Order will be established in a "Job Order" issued by Owner and executed by Owner and Contractor. Established cost amounts shall not be increased except by written change order to a previously issued Job Order executed by Owner and Contractor. As required by Texas Government Code Section 2269.403, the Owner's Board of Trustees must approve any Job Order that exceeds \$500,000. The Owner's Board of Trustees may be required to authorize Job Orders for lesser amounts as required by local Board policy.

3.2 **No Minimum Amount of Work:** It is expressly understood that Owner is under no obligation to request any services from Contractor and no minimum amount of work is required under this Contract. All service requests will be made by Owner on an as-needed basis, subject to future agreement on the scope of the work and its cost(s), detailed in a specific Job Order.

IV. SPECIFICATIONS AND DRAWINGS

4.1 **Retention of Drawings:** Contractor shall keep on the Work site a copy of any drawings and/or

specifications for a Job Order and shall at all times give Owner access thereto. Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between drawings and specifications, the drawings shall govern. In case of discrepancy, either in the figures, drawings, or the specifications, the matter shall be promptly submitted to Owner, who shall promptly make a determination in writing regarding such discrepancy. Any adjustment by Contractor without such prior written determination shall be at Contractor's own risk and expense and without any liability to Owner for any adjustment made by Contractor. Owner shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

4.2 Shop Drawings: Shop drawings means drawings submitted to Owner by Contractor showing in detail:

- a. the proposed fabrication and assembly of structural elements;
- b. the installation (i.e., form, fit and attachment details) of materials or equipment; and
- c. the construction and detailing of elements of the Work.

Shop drawings include sketches, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by Contractor to explain specific portions of the Work. Owner may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under the Contract.

4.3 Contractor shall coordinate all shop drawings, and review them for accuracy, completeness, and compliance with Contract and Job Order requirements and shall indicate its approval thereon as evidence of such coordination and review. Owner will indicate its approval or disapproval of the shop drawings in writing and if not approved as submitted shall indicate Owner's reasons, therefore. Any work done before such prior written approval by Owner shall be at Contractor's own risk and without any liability whatsoever to Owner.

4.3 Contractor shall submit to Owner for approval in writing an appropriate number of copies of all shop drawings. Sets of all shop drawings will be retained by Owner and one set will be returned to Contractor.

4.4 "As-built" Drawings and Shop Manuals: Contractor is required to submit two complete sets of "as-built" drawings to Contractor within 30 days after project acceptance. "As builds" shall be submitted on paper as well as electronically. Contractor must also submit three copies of shop manuals at that time if equipment has been installed as part of the Job Order.

4.5 Omissions from the drawings or specifications or the incorrect description of details of work which are manifestly necessary to carry out the intent of the drawings and specifications shall not relieve Contractor from performing such omitted or incorrectly described details of the Work.

4.6 Contractor shall check all of Owner's furnished drawings immediately upon receipt and shall promptly notify Owner of any discrepancies. Figures marked on drawings shall be followed in preference to scale measurements. Large scale drawings shall govern small scale drawings. Contractor shall compare all drawings and verify the figures before laying out the Work and will be responsible for any errors which might have been avoided thereby.

V. USE OF SPECIFICATIONS, DRAWINGS AND NOTES

5.1 All drawings (to include as-built drawings), sketches, designs, design data, specifications, note books, technical and scientific data provided to Contractor or developed by Contractor pursuant to the

Contract and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the Work or any part thereof, shall be the property of Owner and may be used by Owner without any claim by Contractor for additional compensation, unless such material developed by Contractor does not result in an issued Job Order. In such cases, Contractor will receive reasonable reimbursement for the development of such materials before Owner uses them in any manner whatsoever. If Owner chooses not to use such materials and no Job Order was issued, Contractor shall not be entitled to any compensation by Owner for any expenses incurred by Contractor for the preparation or development of any of said materials, which includes any and all general overhead costs for preparation of the materials.

VI. MATERIAL AND WORKMANSHIP

6.1 All equipment, material, and articles incorporated in the Work covered by this Contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Job Order. References in the Job Order and/or its specifications to equipment, material, article, or patented process by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

6.2 Contractor shall obtain Owner's prior written approval of the machinery and mechanical and other equipment to be incorporated into the Work. When requesting approval, Contractor shall furnish to Owner in writing the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by the Contract or by Owner, Contractor shall also obtain Owner's written approval of the material or articles which Contractor contemplates incorporating into the Work. When requesting approval, Job Order Contractor shall provide full information concerning the material or articles. Machinery, equipment, material and articles that do not have the required prior approval by Owner shall be installed or used at the Contractor's risk of subsequent rejection and Owner shall not be liable for any costs incurred by Contractor for said Machinery, equipment, material, articles.

VII. CONTRACTOR'S GENERAL RESPONSIBILITIES

7.1 **In General:** Contractor agrees to provide general and specific job order contracting services on a per-project basis as requested by Owner in accordance with the terms of this Contract. Contractor shall furnish all of the materials and perform all of the Work described in a Job Order. Contractor shall do everything required by this Contract, the Job Order and any other requirements incorporated into this agreement or a specific Job Order by reference.

7.2 **Project Manager:** Contractor shall manage and provide all labor and material necessary and reasonably inferable for the complete performance of the Work on any project and/or Job Order authorized pursuant to this Contract.

7.3 **Standard of Care:** Contractor agrees to use commercially reasonable best efforts, skill, judgment, and abilities to perform the Work detailed in the Job Order in an expeditious and timely manner. Contractor shall at all times provide a sufficient number of qualified, skilled personnel, who shall be supervised by Contractor, to accomplish the Work within the time limits set forth in the Job Order. Contractor shall also be responsible for all damages to persons or property that occur as a result of Contractor's fault or negligence and shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. All Work under the Contract shall be performed in a skillful and workmanlike manner. Contractor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract and all Work detailed in a Job Order. Unless otherwise specified in a Job Order, Contractor shall be responsible for any required testing of materials prior to incorporation into the Work.

7.4 **Compliance with Laws:** Contractor shall comply with all applicable federal, state, and local laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction over the project detailed in the Job Order. Contractor shall comply with all state and local building code

requirements unless otherwise specifically detailed in the Job Order. Contractor is required to adhere to all applicable local, state, and national design codes and requirements as well as Owner's construction design standards.

7.5 **Existing Conditions:** Contractor shall use commercially reasonable best efforts to verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action, and other data supplied to Contractor by Owner, or any other party, that Contractor uses for the Job Order.

7.6 **Correction of Work:** Contractor shall promptly correct any known or discovered error, omission, or other defect in the Work without any additional cost or expense to Owner.

7.7 **Phasing:** Contractor shall not proceed beyond any previously authorized phase of the Work for a project unless authorized by Owner in writing, except at the Contractor's own financial risk. Applicable phases of the scope of work shall be identified in the Job Order Proposal.

7.8 **Representative:** Contractor shall designate a representative primarily responsible for the Work under this Contract and a specific Job Order. The designated representative shall act on behalf of Contractor with respect to all phases of the Work and shall be available as required for the benefit of any Job Order and Owner. The designated representative shall not be changed without prior written approval of Owner, which approval shall not be unreasonably withheld.

7.9 **Documentation:** Contractor shall fully document its project activities, in drawings, reports or other methods as appropriate to the scope of work and as identified in the Job Order Proposal and/or Job Order. Unless otherwise stated in the Job Order or provided by Owner, Contractor shall bear the cost of providing all plans, specifications and other documents used by Contractor and its consultants. **Owner will reimburse Contractor for the actual, documented costs of construction permits required for the performance of the Work as specified in the Job Order.** Unless otherwise stated in the Job Order, Contractor shall secure and pay for all governmental fees, licenses, and inspections necessary for the proper execution and completion of the Work.

7.10 Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 (OSHA), all applicable state and local laws, ordinances, and regulations during the performance of the Work. Contractor shall indemnify Owner for fines, penalties, and corrective measures that result from the acts of commission or omission of Contractor, its subcontractors, if any, agents, employees, and assigns and its failure to comply with such safety rules and regulations.

VIII. JOB ORDER PROCEDURES

8.1 Job Order Procedures

- a. At Owner's discretion, Owner will submit a Job Order Proposal Request to Contractor for the individual project(s). This request will include, at a minimum, the following: project number, project title, name of Owner's project manager, Owner's customer point of contact, location, the project architect and/or engineer, if any, and a general description of the project. If a Job Order requires architectural or engineering services that constitute the practice of architecture or engineering within the meanings of the Texas Occupations Code, Owner shall select or designate an architect or engineer to prepare the construction documents for the project.
- b. Upon receipt of the Job Order Proposal Request, Contractor shall promptly schedule a site visit with the Owner's project manager. The site visit will be conducted at a mutually agreed upon time, normally not later than three (3) business days from the time of notification.
- c. During the site visit, the following will be accomplished:
 1. Pre-construction site inspection

2. Review and validate the description of work
 3. Develop draft detailed statement of work
 4. Mark-up existing drawings to show required work (when existing drawings are readily available)
 5. Discuss project with end-user customer, ensure proposed work meets their objectives
 6. Establish Contractor's due date for the Job Order Proposal
- d. Contractor will keep adequate notes of the site visit, including a before picture, in color, of the conditions, and provide a copy to Owner following completion of the site visit.
- e. Contractor shall submit Contractor's Job Order Proposal within three (3) business days of receipt of Owner's Job Order Proposal Request. Contractor's Job Order Proposal shall include the following:
- i. A narrative description of Contractor's understanding of the project's scope of work;
 - ii. A description of particular phases of the scope of the work;
 - iii. A cost proposal detailing:
 1. the cost of the 'pre-priced' items as taken from the unit price guide (The cost proposal for each Job Order should be based substantially on the use of pre-priced items);
 2. the cost of any 'non-pre-priced' items (The proposed cost of all non-pre-priced items in the cost proposal shall include all of Contractor's cost items otherwise included in the coefficient multiplier used for pre-priced items. No coefficient multiplier shall be applied to non-pre-priced items;
 3. any other costs that the Contractor intends to charge to the project (Note that other costs include extraordinary costs that are unique to a specific project and not generally or reasonably included in the coefficient multiplier; other costs may be added only if authorized or confirmed in writing by Owner. Other costs may be calculated as a lump sum for the Job Order or on a "not to exceed" basis.);
 4. a statement that all Contractor fees, overhead expenses and general conditions are included in the cost proposal; and
 5. a lump sum figure for performing the Work, if appropriate;
 - iv. A description of all plans, specifications and other documents, including construction permits, to be used by Contractor in the performance of the Work;
 - v. A proposed time schedule showing the sequence in which Contractor proposes to perform the Work and dates on which Contractor proposes to complete each phase of the scope of the work, including a proposed date to commence the Work and a proposed completion date of the Job Order.
 - vi. If required by Owner, Contractor must submit a schedule chart, which may be a formal computerized schedule or a progress chart in a bar chart format of suitable scale to indicate appropriately the percentage of Work scheduled for completion by any given date during the period. The schedule chart, if required, must contain:
 - a. A list of the different types of work activities or work elements.
 - b. Show the logical dependencies (ties) to indicate what Work must be accomplished before other Work can begin.
 - c. Include proposed start and completion dates or time frames for each work activity or work element.
 - d. Calculate the "weighting" or relative worth each work activity or work element is of the total project either as a percentage or dollar amount.
 - e. Proposed traffic control methods providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc.
 - vii. Contractor's designated representative primarily responsible for the Work;
 - viii. A list of all subcontractors who Contractor proposes to use in the performance of the Work;
 - ix. Any qualifications or conditions applicable to the Job Order Proposal; and

- f. After Contractor's submission of its Job Order Proposal, Owner will review the Job Order Proposal and either proceed to issuance of a Job Order or schedule a time to review the Job Order Proposal with Contractor and negotiate any changes, clarifications or modifications.
- g. Following the review of Contractor's Job Order Proposal, Owner shall issue Job Order in writing, in a form materially consistent with Attachment A hereto, incorporating any changes, clarifications or modifications to Contractor's Job Order Proposal made in the review process, and attaching the final Job Order Proposal as an exhibit.
- h. Once issued, the Job Order is a not to exceed contract amount for the Job Order. No line item will be added to a Job Order because a line item was excluded by Contractor in Contractor's Job Order Proposal or draft or final Job Order; however, the Owner shall have no obligation to pay for goods or services contained in the Job Order Proposal that are not provided.
- i. **Notice to Proceed:** If a Commence Date is not stated in the specific Job Order, Owner shall issue a written Notice to Proceed. The Notice to Proceed authorizes the Contractor to begin the Work identified in the Job Order on the date fixed in the Notice to Proceed. Upon the Commencement Date specified in the Job Order or Notice to Proceed, Contractor is fully responsible for the scheduling, quality control, safety, and all other aspects of the management of the project detailed in the Job Order. Owner may make periodic inspections of the job site to ensure compliance; however, quality control is ultimately the Contractor's responsibility.
- j. **Quality Assurance/Quality Control Plan:** If requested by the Owner for a particular Job Order, Contractor shall submit, for Owner approval, a Quality Assurance/Quality Control Plan. This plan should address all aspects of quality control including responsibility for surveillance of work, documentation, trend analysis, corrective action and interface with the Owner's inspectors.
- k. **Weekly Reports:** Contractor is required to submit weekly progress reports on each active Job Order electronically or in paper form to Owner at the end of each work week, which shall include a current schedule.
- l. **Schedule:** Time is of the essence in rendering the services hereunder. The Job Order shall include a time schedule for each phase of the Work for the Job Order, and Contractor agrees to perform all obligations and render services in accordance with the schedule(s) established in the Job Order. In emergency or non-standard situations, Owner may require Contractor to complete a Job Order on an expedited basis. All Job Orders are to be completed within the timelines agreed to by Owner and Contractor as detailed in the Job Order. If Contractor falls behind the schedule detailed in the Job Order, Contractor shall take steps necessary to improve its progress, including those that may be reasonably required by Owner. Without additional cost to Owner, Owner may require Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant or equipment, and to submit for approval any supplementary schedule or schedules in chart form as Owner deems necessary to demonstrate how the approved rate of progress will be regained.
- m. **Emergency Work:** Contractor will give top priority to any emergency work Owner may have and will allocate all resources necessary to accomplish such work in accordance with Owner's schedule requirements.

IX. OWNER'S RESPONSIBILITIES

9.1 **Representative:** Owner designates the Construction Director/Joe Carreon or his/her designee as its representative authorized to act in Owner's behalf with respect to the Job Order(s). Contractor shall

coordinate its work solely through the designated representative.

9.2 **Special Information:** Unless otherwise detailed herein or in the Job Order, Owner shall furnish available any relevant property, boundary, easement, right-of-way, topographic and utility surveys; plans and specifications; and other special data and conditions relevant to the project. Owner makes no warranties or representations as to the accuracy or suitability of information provided to Contractor by Owner or by others.

9.3 **Entry on Land:** Owner shall assist Contractor in gaining entry to Owner's property as necessary for Contractor to perform its services under this Contract.

9.4 **Review of Work:** Owner will review the Work in progress as appropriate. At the completion of the Job Order, Owner (or Owner's Architect/Engineer, if any) shall do a walk through to ensure that the Work is completed in accordance with the Job Order. Owner will notify Contractor in writing of any material error or omission or other defect in the Work or any conflict in the contract documents that Owner becomes aware of, but Owner shall have no obligation or duty to investigate whether such faults, defects, or conflicts exist.

9.6 **Time for Response:** Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of Contractor's services and of the Work.

X. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

10.1 Contractor's acceptance of a Job Order entered into pursuant to this Contract shall constitute Contractor's acknowledgement that Contractor has taken steps reasonably necessary to ascertain the nature and location of the Work for the specific Job Order, and that Contractor has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to:

- a. Conditions bearing upon transportation, disposal, handling, and storage of materials;
- b. The availability of labor, water, electric power, and roads;
- c. Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
- d. The conformation and conditions of the ground; and
- e. The character of equipment and facilities needed preliminary to and during work performance.

10.2 Contractor's acceptance of a Job Order entered into pursuant to this Contract shall constitute Contractor's acknowledgement that Contractor has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Owner, as well as from the drawings and specifications made a part of this Contract.

10.3 **Owner Furnished Utilities:** Owner shall provide, at no cost to Contractor, wet and dry utilities and toilet facilities that are existing and available at each site for Work performed under the Job Order. If utilities and/or toilet facilities are not existing and available, the costs for such shall be included in the Job Order Proposal. It is the responsibility of Contractor to determine the extent to which existing Owner utilities are adequate for the needs of the Job Order.

10.4 **Asbestos Certification Statement:** If required by Owner, Contractor shall provide a certification statement for each Job Order, stating that no asbestos-containing materials or work is included within the scope of the Job Order. If required by Owner, Contractor shall provide, at completion of the Job Order, a notarized affidavit to Owner stating that no asbestos-containing materials or work was provided, installed, furnished or added to the project.

10.5 If required, Owner shall provide a survey in accordance with the Texas Asbestos Health

Protection Rules prior to the commencement date of the Job Order. Contractor shall take whatever measures he deems necessary to ensure that all employees, suppliers, fabricators, material men, subcontractors, or their assigns, comply with this requirement. All materials used on a Job Order shall be certified as non-Asbestos Containing Building Materials (ACBM). Contractor shall insure compliance with the following acts from Contractor and all of Contractor's subcontractors and assigns:

- a. Asbestos Hazard Emergency Response Act (AHERA—40 CFR 763-99 (7));
- b. National Emission Standards for Hazardous Air Pollutants (NESHAP—EPA 40 CFR 61, National Emission Standard for Asbestos;
- c. Texas Asbestos Health Protection Rules (TAHRP—Tex. Admin. Code Title 25, Part 1, Ch. 295C, Asbestos Health Protection

Every subcontractor shall provide a notarized statement that no ACBM has been used, provided, or left on a Job Order. Contractor shall provide, in hard copy and electronic form, all necessary material safety data sheets (MSDS) of all products used in the Job Order to the Texas Department of Health licensed inspector or Owner's architect or engineer, if any, who will compile the information from the MSDS and, finding no asbestos in any of the product, make a certification statement.

10.6 Differing Site Conditions: Contractor shall promptly, and before the conditions are disturbed, give a written notice to Owner of:

- a. Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract, or
- b. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

10.7 Investigation by Owner: Owner shall investigate the site conditions promptly after receiving the notice. If the conditions do materially differ and cause an increase or decrease in Contractor's cost or the time required for performing any part of the Work, an equitable adjustment shall be made and the Job Order modified in writing accordingly.

10.8 Equitable Adjustment: No request by Contractor for an equitable adjustment to the Job Order under this Article shall be allowed unless Contractor has given the written notice required. No request by Contractor for an equitable adjustment to the Job Order for differing site conditions shall be allowed if made after final payment under such Job Order.

XI. INSPECTION OF CONSTRUCTION AND OWNER'S ACCEPTANCE OF WORK

11.1 Contractor Inspection System: Contractor shall maintain an adequate inspection system and perform such inspections as well as ensure that the Work called for conforms to the Job Order. Contractor shall maintain complete inspection records and make them available to Owner. All work is subject to inspection and testing by Owner at all places and at all reasonable times before final acceptance of the Work to ensure strict compliance with the terms of the Contract and the Job Order.

11.2 Owner's Satisfaction: All Work performed under this Contract shall be completed to the satisfaction of Owner's representative assigned to the Job Order. Owner's representative shall decide all questions regarding Contractor's performance under the Contract and Job Order, and such decisions shall be final and conclusive.

11.3 Non-Conformance: Contractor shall, without charge, replace or correct Work found by Owner not to conform to a Job Order's requirements, unless Owner consents, in writing, to accept the Work with an appropriate adjustment in contract price. Contractor shall promptly segregate and remove rejected material from the premises, if required by Owner.

11.4 **Failure to Conform:** If Contractor does not promptly replace or correct rejected Work, Owner may:

- a. By contract or otherwise, replace or correct the Work and charge the cost to Contractor, and/or
- b. Terminate the Contractor for default upon seven (7) days written notice.

11.5 **Liability:** Owner's approval or acceptance of Contractor's Work shall not release Contractor from any liability for any defects in the Work.

11.6 Owner inspections and tests, if any, are for the sole benefit of Owner and do not:

- a. Relieve Contractor of responsibility for providing adequate quality control measures;
- b. Relieve Contractor of responsibility for damage to or loss of the material before acceptance;
- c. Constitute or imply acceptance; or
- d. Affect the continuing rights of Owner after acceptance of the complete work.

11.7 The presence or absence of an inspector does not relieve Contractor from any Contract or Job Order requirement, nor is the inspector authorized to change any term or condition of the Job Order without Owner's written authorization.

11.8 Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge to Contractor any additional cost of inspection or test when Work is not ready at the time specified by Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. Owner shall perform all inspections and tests in a manner that will not unnecessarily delay the Work. Special, full size and performance tests shall be performed as described in the Job Order.

11.9 If, before acceptance of the entire Work, Owner decides to examine already-completed Work by removing it or tearing it out, Contractor, on request, shall promptly furnish all necessary facilities, labor, and material for this task. If the Work is found to be defective or nonconforming in any material respect due to the fault of Contractor or its Subcontractors, Contractor shall bear the expenses of the examination and of satisfactory reconstruction. However, if the Work is found to meet requirements, Owner shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the Work was thereby delayed, an extension of the period of time for performance.

11.10 Substantial Completion means the date on which the Work, or an agreed-upon portion of the Work, is sufficiently complete so that Owner can occupy and use the Work or a portion thereof for its intended purposes. Unless otherwise specified in the Job Order, Owner shall accept, as promptly as practicable after completion and inspection, all Work required by the Job Order or that portion of the Work Owner determines can be accepted separately. Acceptance shall be final and conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or Owner's rights under any warranty or guarantee.

11.11 **Use and Possession Prior to Completion:** Owner shall have the right to take possession of or use any completed or partially completed part of the Work. Before taking possession of or using any work, Owner shall furnish Contractor a list of items of work remaining to be performed or corrected on those portions of the Work that Owner intends to take possession of or use. However, failure of Owner to list any item of work shall not relieve Contractor of responsibility for complying with the terms of this Contract or the Job Order. Owner possession or use shall not be deemed an acceptance of any work under this Contract. While Owner has such possession or use, Contractor shall be relieved of the responsibility for the loss of or damage to the Work resulting from Owner's possession or use. If prior possession or use by Owner delays the progress of the Work or causes additional expense to Contractor,

and such expenses or delays are adequately documented and substantiated by Contractor, an equitable adjustment shall be made in the Job Order price and/or the period of performance, and the Job Order shall be modified in writing accordingly.

11.12 Close-Out Documentation: Contractor shall provide the following as part of the close-out documentation:

- a. An electronic file of all documentation specific to every job order project shall be submitted with close-out documents.
- b. All forms below must be included with the final payment documentation of the project, as applicable:
 - 1) Owner's Manual(s)
 - 2) MSDS
 - 3) Submittals (Ex: Paint colors, carpet, equipment, supplies, and etc.)
 - 4) Warranties
 - 5) Conditional Lien Release
 - 6) Copies of all applicable permits, licenses, and/or other regulatory documents.
- c. Contractor shall be required to submit any / all additional documentation that is related to any project upon request by the Director of Maintenance.

XII. PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES AND IMPROVEMENTS; TRAFFIC CONTROL

12.1 Preservation: Contractor shall preserve and protect all structures, equipment and vegetation (such as trees, shrubs, and grass) on or adjacent to the Job Order site, which is not to be removed and which does not unreasonably interfere with the Work required under the Job Order. Contractor shall **only remove trees when specifically authorized by Owner to do so** and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance by the operation of equipment, or by workmen, Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree pruning compound as directed by Owner.

12.2 Existing Improvements: Contractor shall protect from damage all existing improvements and utilities at or near the Job Order site and on adjacent property of third parties, the locations of which are made known to or should be known by Contractor. Contractor shall repair any damage to those facilities, including those that are the property of third parties, resulting from failure to comply with the requirements of this Contract or the Job Order or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, Owner may have the necessary repair work performed and charge the cost to Contractor.

12.3 Traffic Control: Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for each Job Order. Proposed traffic control methods and costs shall be submitted to Owner for approval in Contractor's Job Order Proposal.

XIII. CLEANING UP AND REFUSE DISPOSAL

13.1 Contractor shall at all times keep the Job Order site, including storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of Owner. Upon completing the Work, Contractor shall leave the site in a clean and orderly condition satisfactory to Owner. Contractor shall be responsible and liable for all construction refuse disposal containers and their removal from the site. Disposal of any hazardous materials not addressed and priced in the Job Order will be segregated for disposal by Owner unless Owner requires Contractor to dispose of the materials, in which case, an equitable adjustment in the price will be negotiated and agreed upon. Contractor shall not use Owner's trash containers for any reason.

XIV. WARRANTY OF CONSTRUCTION

14.1 **Warranty:** In addition to any other warranties specified in any Job Orders, Contractor warrants, for the maximum period allowed by law, and except as otherwise specifically provided herein, that Work performed conforms to the Job Order and is free of any defect in equipment, material or design furnished, or workmanship performed by Contractor or any of its subcontractors or suppliers at any tier. The Contractor shall be obligated to repair or replace any defective or non-conforming Work for a period of one (1) year from the date of final acceptance of the Work. If Owner takes possession of any part of the Work before final acceptance, this one (1) year correction period shall continue for a period of one (1) year from the date possession is taken.

14.2 **Non-Conformance:** Contractor shall remedy, at Contractor's sole expense, any failure of the Work to conform to the Job Order, or any construction defect occurring during the warranty period. In addition, the Contractor shall remedy, at Contractor's expense, any damage to Owner's real or personal property, when that damage is the result of:

- a. Contractor's failure to conform to requirements in this Contract or the Job Order; or
- b. Any defect of equipment, material, workmanship, or design furnished by the Contractor.

If Contractor, after notice, fails to proceed promptly and remedy the problem within thirty (30) calendar days or within another period of time which has been agreed to in writing, in compliance with the terms of the warranty, Owner may have the defects corrected and the Contractor and its surety shall be liable for all expenses incurred.

14.3 **Restoration:** Contractor shall restore any work damaged in fulfilling the terms and conditions of this Section. Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement. Owner shall notify Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. If Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, Owner shall have the right to replace, repair, or otherwise remedy the failure, defect or damage at Contractor's expense, and Contractor shall be liable to owner for any damages sustained by Owner as a result of the failure, defect, or damage.

14.4 **Third-Party Warranties:** With respect to all warranties, expressed or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished for Job Orders issued under this Contract, Contractor shall:

- a. Obtain all warranties required by the Job Order;
- b. Require all warranties to be executed, in writing, for the benefit of Owner; and
- c. Enforce all warranties for the benefit of Owner;

14.5 **Warranty Expiration:** In the event Contractor's warranty under paragraph 14.1 of this Article has expired, Owner may bring suit to enforce a subcontractor's, manufacturers, or supplier's warranty.

14.6 **Owner Liability:** Unless a defect is caused by the negligence or intentional act or failure to act of Contractor or subcontractor or supplier at any tier, Contractor shall not be liable for the repair of any defects of material or design furnished by Owner or for the repair of any damage which results from any defect in Owner-furnished material or design. Contractor is not responsible for and does not warranty pre-existing work or facilities that may be assigned to Contractor except as stated in the Job Order.

14.7 This warranty shall not limit Owner's rights under this Contract and/or applicable law with respect to latent defects, gross mistakes, breach of contract or fraud.

XV. PAYMENT

15.1 **Compensation:** Costs for equipment, material, and labor shall be in accordance with the Contract. Owner shall pay Contractor for Work performed on Job Orders authorized by Owner in writing,

subject to allowable additions and deductions. Owner shall pay all unpaid and undisputed amounts due Contractor under this Contract within thirty (30) days of receipt of invoice. If payment is later than forty-five (45) days, interest will be set no higher than six percent (6%) per annum. If Work or any portion thereof has not met the satisfactory approval of Owner's Representative, current and future payments shall not be made until both parties agree that the Work or the portion thereof has been completed in a satisfactory manner or the Work is acceptable. Notwithstanding any provision herein to the contrary, no payment of amounts owed hereunder shall be considered past due or not paid when due except in accordance with Section 2251.021 of the Texas Government Code.

15.2 Progress Payments: If required by the Job Order, Owner shall make progress payments monthly as the Work proceeds, or at more frequent intervals as determined by Owner, on estimates of Work completed submitted by Contractor and approved in writing by Owner. Contractor shall use an acceptable invoice form and shall include supporting documents to reflect a written breakdown of the total price showing the amount included therein for each principal category of the Work, in such detail as requested, to provide a basis for determining progress payments. In the estimation of Work completed, Owner will authorize payment for material delivered on the site and preparatory work done if Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform the Work.

15.3 Application for Payment: With each Application for Payment, Contractor must attach/detail the following information:

- (1) Defective Work not remedied.
- (2) Legal claims filed against Contractor or reasonable evidence indicating probable filing of claims;
- (3) Failure of Contractor to make payments properly to any subcontractor or supplier for material or labor;
- (4) A reasonable doubt that the Job Order can be completed for the unpaid Job Order balance; and
- (5) Damage to another contractor.

15.4 Payment Retention: In the processing of progress payments, Owner shall retain five percent (5%) of the estimated amount until final completion and acceptance of all Work performed under the Job Order. Retention applicable to each Job Order shall be released within thirty (30) days after final completion of the Job Order and acceptance of the Work under the Job Order.

15.5 Liquidated Damages: Contractor is expected to complete each Job Order on a timely basis. Liquidated damages may be assessed at Owner's option for Contractor's failure to timely complete each Job Order and/or phase of the scope of work detailed in a Job Order. Owner may withhold as liquidated damages or require Contractor to pay a "per day" amount, to be set forth in the Job Order, as liquidated damages for any Work not completed by the completion day set forth in the Job Order. These liquidated damages are not a penalty but are compensation to Owner for additional expenses incurred and inconvenience caused by Contractor's failure to allow Owner to receive the premises at the designated time of completion.

XVI. TERMINATION FOR CONVENIENCE OF OWNER

16.1 Termination: Owner may, with or without cause, terminate performance of the Work under this Contract or any Job Order in whole or, from time to time, in part, if Owner determines that termination is in Owner's interest. Owner shall affect such termination by delivering to Contractor a Notice of Termination specifying the extent of termination and the effective date.

16.2 After receipt of a Notice of Termination, and except as directed by Owner, Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this Article:

- a. Stop work as specified in the notice;
- b. Place no further subcontracts or orders (referred to as subcontracts in this Article) for materials, services or facilities, except as necessary to complete any Work not terminated;
- c. Assign to Owner, as directed by Owner, all right, title, and interest of Contractor under the subcontracts to the extent they relate to the Work terminated, in which case Owner shall have the right to settle or to pay any termination settlement proposal arising out of those terminations, or with approval or ratification to the extent required by Owner, Contractor shall settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the approval or ratification of which will be final for purposes of this Section;
- d. As directed by Owner, transfer title and deliver to Owner:
 - i. The fabricated or un-fabricated parts, Work in process, completed Work, supplies, and other material produced or acquired for the Work terminated, and
 - ii. The completed or partially completed plans, drawings, information, and other property that, if the Contract and/or Job Order had been completed, would be required to be furnished to Owner;
- e. Complete performance of the Work not terminated;
- f. Take any action that may be necessary, or that Owner may direct, for the protection and preservation of the property related to this Contract and/or the Job Order that is in the possession of Contractor and in which Owner has or may acquire an interest;
- g. Use its best efforts to sell, as directed or authorized by Owner, any property of the types referred to in paragraph 16.2(c) above; provided, however, that Contractor is not required to extend credit to any purchaser and may acquire the property under the conditions prescribed by, and at prices approved by, Owner. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Owner under the Contract and/or Job Order, credited to the price or cost of the Work, or paid in any other manner directed by Owner.

XVII. DEFAULT

17.1 Termination of Right to Proceed: If Owner determines that Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Job Order, or fails to complete the Work within this time, Owner may terminate the Contractor's right to proceed with the Work (or separable part of the Work), upon seven (7) calendar days' written notice to the Contractor. In this event, Owner may take over the Work and complete it by contract or otherwise and may take possession of and use any materials, appliances, and plant on the site necessary for completing the Work.

Contractor's right to proceed shall not be terminated under this Section, if:

- a. The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of Contractor. Examples of such causes include:
 - i. acts of God or of the public enemy,
 - ii. acts of Owner in its contractual capacity,
 - iii. acts of another Contractor in the performance of a written Contract with Owner,
 - iv. fires,

- v. floods,
 - vi. epidemics,
 - vii. quarantine restrictions,
 - viii. strikes,
 - ix. freight embargoes, or
 - x. unusually severe weather
- b. Contractor, within seven (7) calendar days from the beginning of any such delay (unless extended by Owner), shall notify Owner in writing of the causes of delay. Owner shall ascertain the facts and the extent of delay. If, in the judgment of Owner, the findings of fact warrant such action, the time for completing the Work under the Job Order shall be extended.

If, after termination of Contractor's right to proceed, it is determined that Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Owner. The rights and remedies of Owner in this Article are in addition to any other rights and remedies provided by law or under this Contract.

17.2 Termination for Default: In the event Contractor fails to carry out or comply with any of the terms and conditions of this Contract or any Job Order, Owner may notify Contractor of such failure or default in writing and demand that the failure or default be remedied within seven (7) calendar days; in the event Contractor fails to remedy such failure or default within seven (7) day period, Owner shall have the right to terminate this Contract and/or any Job Order. Without limiting the foregoing, the following shall constitute a material breach by Contractor, upon the occurrence of which Contractor shall immediately notify Owner: Contractor: (i) ceases its business operations; (ii) makes a general assignment for the benefit of creditors; (iii) is adjudged bankrupt; or (iv) becomes insolvent.

17.3 Effect of Termination: Termination of this Contract or any Job Order under any circumstances whatsoever shall not affect or relieve Contractor from any obligation or liability that may have been incurred or will be incurred, and such termination by Owner shall not limit any other right or remedy available to Owner at law or in equity.

XVIII. CANCELLATION FOR CONFLICT OF INTEREST

18.1 Pursuant to applicable law, Owner may cancel this Contract, without penalty or further obligation to Contractor, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the Owner was at any time while this Contract or extension of this Contract is in effect, an employee or agent of any other party to this Contract in any capacity or consultant to any other party of this Contract. A cancellation made pursuant to this provision shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

XIX. INSURANCE

19.1 Contractor shall purchase and maintain in effect during the term of this Contract insurance of the types and with minimum limits of liability as stated below. Such insurance shall protect Contractor from claims which may arise out of or result from Contractor's operations whether such operations are performed by Contractor or by any subcontractor or by anyone for whose acts any of them may be liable.

- a. **WORKERS' COMPENSATION INSURANCE** providing statutory benefits in accordance with the laws of the State of Texas or any federal statutes as may be applicable to the Work being performed under this Contract.

- b. EMPLOYER'S LIABILITY INSURANCE with limits of liability not less than:

\$1,000,000	Each Accident
\$1,000,000	Policy Limits
\$1,000,000	Each Employee

- c. COMMERCIAL GENERAL LIABILITY INSURANCE including products/Completed Operations and Contractual Liability with limits of liability not less than:

Occurrence / Personal Injury / Advertising /	
\$1,000,000 CSL	Products / Completed Operations
\$2,000,000 CSL	Annual Aggregate
\$2,000,000 CSL	Products Aggregate
\$1,000,000 CSL	Fire, Lightning or Explosion
\$5,000 Per Person	Medical Expense

- d. AUTOMOBILE LIABILITY INSURANCE covering all owned, hired and non- owned motor vehicles used in connection with the Work being performed under this Contract with limits of liability not less than:

\$1,000,000	Bodily Injury / Property Damage
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19.2 Such insurance as is provided herein shall be primary and non-contributing with any other valid and collectible insurance available to Owner.

19.3 All policies providing Contractor's insurance as required in paragraph 19.1 above shall be endorsed to provide the following:

- a. Ninety (90) days written notice of cancellation or non-renewal given to Owner at the address designated in Section 23.
- b. Owner be named as Additional Insured on all policies except Workers Compensation (Prohibited by Law).
- c. Waiver of Subrogation added by endorsement on all policies.

19.4 The limits of liability as required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. In no event, however, shall the total limits of liability available for any one occurrence or accident be less than the amount(s) required above.

19.5 Proof of compliance with these insurance requirements shall be furnished to Owner in the form of an original certificate of insurance signed by an authorized representative or agent of the insurance company(ies) within ten (10) days of execution of this Contract. Renewal or replacement certificates shall be furnished to Owner not less than twenty-one (21) days prior to the expiration or termination date of the applicable policy(ies). If Contractor fails to maintain the required amounts of insurance or allows the policies to lapse or expire during the term of the Contract, Owner may purchase said insurance and deduct the cost of obtaining the insurance from Contractor's contract sum.

19.6 Contractor shall require any and all subcontractors performing Work under this Contract to carry insurance of the types and with limits of liability as Contractor shall deem appropriate and adequate for the Work being performed. Contractor shall obtain and make available for inspection by Owner upon request current certificates of insurance evidencing insurance coverage carried by such subcontractors.

19.7 Mail the original certificate of insurance to:

Julie Carson
Harris Cty Dept of Education
6005 Westview
Houston, Texas 77055

XX. CHANGES

20.1 Owner may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the Work within the general scope of a Job Order, including changes:

- a. In the specifications (including drawings and designs);
- b. In Owner-furnished facilities, equipment, materials, services, or site; or
- c. Directing acceleration in the performance of the Work, or otherwise altering the schedule for performance of the Work.

20.2 Any other written order (which, as used in this paragraph, includes direction, instruction, interpretation, or determination) from Owner that causes a change shall be treated as a change order under this Article; provided, that Contractor gives Owner timely written notice stating the date, circumstances, and source of the order and that Contractor regards the order as a change order.

20.3 Except as provided in this Article, no order, statement, or conduct of Owner shall be treated as a change under this Article or entitle Contractor to an equitable adjustment hereunder.

20.4 Contractor must submit any proposal under this Article within thirty (30) calendar days after:

- a. Receipt of a written change order under Paragraph 20.1 above or;
- b. The furnishing of a written notice under Paragraph 20.2 above,

by submitting to Owner, a written statement describing the general nature and amount of the proposal, unless this period is extended by Owner. The statement of proposal for adjustment may be included in the notice under Paragraph 20.2 above.

20.5 No proposal by Contractor for an equitable adjustment shall be allowed if asserted after final payment under the Job Order.

XXI. PAYMENT AND PERFORMANCE BONDS

21.1 Payment Bond:

Contractor shall furnish a Payment Bond in the amount equal to one hundred percent (100%) of the contract amount if the Job Order is in excess of \$25,000.

21.2 Performance Bond:

Contractor shall furnish a Performance Bond in the amount equal to one hundred percent (100%) of the Job Order amount if the Job Order is in excess of \$100,000.00. The bonds must be executed by a corporate surety authorized to do business in Texas and licensed in Texas to issue surety bonds, and must be executed by a surety company that is authorized and admitted to write surety bonds in Texas. If the amount of the bond exceeds \$100,000.00, the surety must:

- (a) Hold a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety on

obligations permitted or required under federal law; or

- (b) Have obtained reinsurance for any liability in excess of \$100,000.00 from a reinsurer that is authorized and admitted as a reinsurer in Texas and is the holder of a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law.

21.3 The Performance and/or Payment Bonds must be submitted to Owner before commencement of any work. The bonds must be made payable to Owner.

XXII. PREVAILING WAGE RATES

22.1 Contractor shall comply with, and ensure each subcontractor complies with, all applicable laws regarding prevailing wage rates, including, but not limited to, Chapter 2258 of the Texas Government Code and any related federal requirements applicable to a Job Order. Contractor and all subcontractors shall comply with all state and federal laws including, but not limited to, laws of labor, minimum wage, safety, and equal employment opportunity. Contractor and all subcontractors must pay not less than the general prevailing wage rate plus any applicable fringe benefits. Contractor shall pay not less than the wage scale of the various classes of labor as detailed in the prevailing wage schedule detailed in Attachment B.

XXIII. MISCELLANEOUS PROVISIONS

23.1 **Independent Contractor:** Contractor acknowledges that it is engaged as an independent contractor and that Owner shall have no responsibility to provide Contractor or its employees with transportation, insurance or other fringe benefits normally associated with employee status. Contractor is responsible for all income taxes required by applicable law. It is the intention of the parties that Contractor is independent of Owner and is not an employee, agent, joint venture, or partner of Owner. Contractor acknowledges that Owner has no responsibility for any conduct of any Contractor's employees, agents, representatives, contractors, or subcontractors.

23.2 **Confidentiality:** Contractor shall treat any information supplied by Owner or information pertaining to Owner as confidential and shall not disclose any such information to others except as necessary for the performance of this Contract or a Job Order or as authorized by Owner in writing or except when required by law.

23.3 **Successors and Assigns:** Owner and Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to the terms and conditions of this Contract. This Contract is a personal service contract for the services of Contractor, and Contractor's interest in this Contract, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party without written consent of Owner. The benefits and burdens of this Contract are, however, assignable by Owner.

23.4 **Loss of Funding:** Performance by Owner under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Owner's Board of Trustees. If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then Owner shall issue written notice to Contractor and Owner may terminate this Contract without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Owner. The parties agree that this Contract and any Job Order issued by Owner are commitments of Owner's current revenue only. Every payment obligation of Owner under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract or any Job Order, this Contract or any Job Order may be terminated by Owner at the end of the period for which funds are available.

23.5 **Open Records:** Contractor acknowledges that Owner is subject to the Texas Public Information

Act, and Contractor waives any claim against and releases from liability Owner, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by Contractor or Owner and determined by Owner, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

23.6 Franchise Tax Certification: A corporate or limited liability company Contractor certifies that it is not currently delinquent in the payment of any franchise taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

23.7 Taxes: Owner is tax exempt, and Contractor shall avail itself of all tax exemptions applicable to Contractor's work or expenses. Owner shall provide a tax exemption certificate to Contractor upon Contractor's request. Owner shall not be liable for any taxes resulting from this Contract, except where otherwise required by law.

23.8 Captions: The captions of paragraphs in this Contract are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

23.9 Severability: Should any provisions(s) of this Contract be held invalid or unenforceable in any respect, that provision shall not affect any other provisions, and this Contract shall be construed as if the invalid or unenforceable provision(s) had not been included.

23.10 Waivers: No delay or omission by either party in exercising any right or power provided under the provisions of this Contract shall impair any such right or power or be construed to be a waiver of the right or power. A written waiver granted by either of the parties of any provision of this Contract shall not be construed as a future waiver of that provision or a waiver of any other provision of the Contract.

23.11 Force Majeure: No party shall be liable or responsible to the other for any loss or damage or for any delays or failure to perform under this Contract due to causes beyond its reasonable control, including, but not limited to, acts of God, employee strikes, epidemics, war, riots, flood, fire, sabotage, terrorist acts or any other circumstances of like character.

23.12 Governing Law and Venue: This Contract shall be construed, interpreted and applied in accordance with the laws of the State of Texas without regard for choice of law principles. All obligations of the parties created hereunder are enforceable in Houston, Harris County, Texas, which shall be the exclusive venue for any dispute hereunder.

23.13 Entire Contract: This Contract, as defined herein, constitutes the sole and only agreement between the parties with respect to the services contracted for and supersedes any prior understandings, written or oral. No modification, alteration or waiver of this Contract or any of its provisions shall be effective unless in writing and signed by both parties. No course of prior dealings, no usage of trade, and no course of performance shall be used to modify, supplement or explain any terms used in this Contract.

23.14 Financial Interest: By signature hereon, Contractor certifies that no member of Owner's Board of Trustees has a financial interest, directly or indirectly, in the transaction that is the subject of this Contract.

23.15 Authority to Act: If Contractor is a corporation or a limited liability company, Contractor warrants, represents, and agrees that (1) it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization; (2) it is duly authorized and in good standing to conduct business in the State of Texas; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (4) the individual executing this Contract on behalf of Contractor has been duly authorized to act for and bind Contractor.

23.16 **Records:** Records of expenses pertaining to additional services, services performed on the basis of a Worker Wage Rate or Monthly Salary Rate, or reimbursable expense, if allowed, shall be kept on the basis of generally accepted accounting principles and in accordance with cost accounting standards promulgated by the Federal Office of Management and Budget Cost Accounting Standards Board and shall be available for audit by Owner or Owner's authorized representative on reasonable notice.

23.17 **Illegal Dumping:** Contractor shall ensure that it and all of its subcontractors prevent illegal dumping of litter in accordance with Title 5, Texas Health and Safety Code, Chapter 365.

23.18 **Interpretation:** Contractor agrees that the normal rules of construction that require that any ambiguities in the Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract or any Job Order.

23.19 **Modification:** This Contract may only be modified by a written instrument executed by the parties to be incorporated into this Contract.

23.20 **Assignment:** Contractor may not assign this Contract or any of its rights, duties or obligations hereunder without the prior written approval of Owner. Any attempted assignment of this Contract by Contractor shall be null and void. Any Job Order made as a result of this Contract may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Contractor without the prior written approval of Owner.

23.21 **Immunity:** Nothing in this Contract will be construed to waive, modify, or amend any legal defense available to Owner or any of Owner's past or present trustees, officers, agents, or employees, including, without limitation, governmental immunity from suit as provided by law.

XXIV. NOTICES

24.1 All notices, consents, approvals, demands, requests or other binding communications under this Contract shall be in writing. Written notice may deliver in person to the designated representative of the Contractor or Owner; mailed by U. S. mail to the last known business address of the designated representative; or transmitted by fax machine to the last known business fax number of the designated representative. Mail notices are deemed effective three business days after the date of mailing. Fax notices are deemed effective the next business day after faxing.

24.2 The initially designated representatives of the parties for receipt of notices are as follows. Either party may change their designated representative for receipt of notices by written notice.

24.2.1 If to OWNER: Harris County Dept of Education
6300 Irvington Blvd
Houston, Texas 77022

24.2.2 With Copies to:

24.2.3 If to Contractor: Facilities Sources _____ (Company Name)
13124 Player St Address)
Houston, Texas 77045 (City, State, Zip Code)
Joe Carreon (Contact Person)
713-696-8211 _____ (Fax)

XXV. OTHER CONTRACTS

25.1 Owner may undertake or award other contracts for additional work at or near the site of Work under this Contract or a Job Order. Contractor shall fully cooperate with the other contractors and with

Owner's employees and shall carefully adapt scheduling and performing the Work under this Contract to accommodate the additional work, heeding any direction that may be provided by Owner. Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Owner's employees.

25.2 Owner may award or enter into other contracts in its sole discretion, and nothing in this Contract may be construed to imply that Contractor has the exclusive right to provide job order contracting services to Owner.

XXVI. INDEMNIFICATION

26.1 CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER, ITS AGENTS, EMPLOYEES, TRUSTEES AND OTHER OFFICERS FROM ANY AND ALL CLAIMS, LIABILITY, COSTS, SUITE OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES, OR DAMAGES ASSERTED AGAINST IT BY REASON OF THE INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, ITS AGENTS, SERVANTS, SUBCONTRACTORS, AND EMPLOYEES IN THE PERFORMANCE OF THE CONTRACT.

XXVII. CONTRACT ORDER OF PRECEDENCE

27.1 In the event of an inconsistency between provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- a. Contract Modifications, if any;
- b. this Contract, including exhibits;
- c. Job Orders;
- d. Drawings;
- e. Specifications;
- f. The contract documents for Choice Partners Contract # 16/054JN-04, including any addenda thereto;
- g. Contractor's proposal submitted in response to the solicitation for Choice Partners Contract #16/054JN-04.

XXVIII. PARTY ANTITRUST VIOLATIONS

28.1 Contractor assigns to Owner any claim for overcharges, resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Contractor toward fulfillment of this Contract.

XXIX. AUDIT OF RECORDS

29.1 Pursuant to applicable laws, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books, documents and other records ("records") relating to this Contract for a period of five (5) years after completion of this Contract or any Job Order issued hereunder. This includes all books and other evidence bearing on Contractor's costs and expenses under this Contract or the Job Order. All records shall be subject to inspection and audit by the Owner at reasonable times, without cost to Owner. Upon request, Contractor shall produce the original of any or all such records. If approved by Owner, photographs, microphotographs or any authentic reproductions may be maintained instead of original records and documents. If an audit or a compliance review has been announced,

Contractor shall retain its records and accounts until such audit or compliance review has been completed.

IN WITNESS WHEREOF, Owner and Contractor have executed and delivered this Contract effective as of the date identified above.

OWNER Harris County Department of Education

By:

Name: _____
Title: _____

Date

CONTRACTOR Facilities Sources

By:

Wayne E. Bryant
Name: Wayne E. Bryant
Title: PROJECT MANAGER

12/12/18
Date

ATTACHMENT A

JOB ORDER

This Job Order is subject to all terms and conditions of the Master Contract ("Master Contract") between Harris County Department of Education (Owner) and Facilities Sources (Job Order Contractor) dated December 11th, 2018, and shall become part of the Contract upon execution by Owner. Any amendment or modification of this Job Order must be in writing and signed by both parties.

1. **Agreed Work.** The agreed Work shall include:
Glazing leaks at the principal's office and reception area, new gutters, down spouts at North Building, and replace one downspout on southern building, replace damaged metal wall panels; repair the water damage in the two offices reviewed, and to rework the site grading to allow for additional drainage.

If applicable, any additional agreed Work, technical specifications, and/or drawings shall be as set forth and listed in the Job Order Proposal attached hereto as Exhibit 1.

2. **Deadline for Performance.** Job Order Contractor shall complete performance of the Work specified herein on or before August 31st, 2019. The parties agree that the "per day" amount for Liquidated Damages, as defined in Master Contract, shall be n/a. The Date of Commencement is: [select one] January 17th, 2019 the date on which both parties duly execute this Job Order or n/a will be fixed in a Notice to Proceed issued by the Owner.
3. **Place of Performance.** Contractor shall perform the Work specified herein at the following location(s) Harris County Department of Education's Highpoint East Campus
4. **Agreed Total Price.** The parties hereby agree that the Total Price for all Work under this Job Order is \$61,946.12, as specified in the Job Order Proposal attached hereto as Exhibit 1.
5. **Owner's Authorized Representative.** Owner's authorized representative for acceptance of any completed Work under this Job Order is: Joe Carreon/ Construction Director.

AUTHORIZED AND ACCEPTED:

JOB ORDER CONTRACTOR/Facilities Sources

By: Wayne E. Bryant
Name: WAYNE E. BRYANT
Title: PROJECT MANAGER

Date: 12/12/18

OWNER/HARRIS COUNTY DEPARTMENT OF EDUCATION

By: _____
Name: _____
Title: _____

Date: _____



**FACILITIES
SOURCES**



December 10, 2018
Ltr. No.: 018-1609-GR

Joe Carreon
Director of Construction Facilities Support Services
Harris County Department of Education
6300 Irvington
Houston, Texas 77022

Contract No. 16/054JN-04 Harris County Department of Education
Subject: Job Order Proposal for RFP TO-101-87-22379-R2

Project Location: HCDE – High Point School East
Project Title: Site Drainage, Leak Repairs, Metal Wall Panel Repairs

Dear Mr. Carreon,

Enclosed is our firm fixed price proposal for the above subject RFP. The proposal scope of work is per our site walks on September 25 and October 15, 2018. The scope of work has been broken out into separate proposal amounts including the following: Glazing leaks at the principal office and reception area, new gutters and down spouts at north building, and replace one downspout on southern building, replace damaged metal wall panels, repair the water damage in the two offices reviewed, and to rework the site grading to allow for additional drainage. This proposal was prepared using RS Means Facilities Cost Data 2018. See detailed estimate attached.

The proposed price prior to bonding is:	\$ 60,435.24
The reimbursable bond cost is:	\$ 1,510.88
The Grand Total Fixed Price is:	\$ 61,946.12

Material and Equipment is:	\$ 14,504.46
Labor w/O&P is:	\$ 47,441.66

Qualifications or Clarifications:

- No removal or handling of any hazardous materials is included in this proposal.
- All work will be performed per local, State and National building codes.
- All new materials and labor is warranted for 1 year unless otherwise agreed upon.

This proposal is good for 30 days from the above date.

Please direct any questions to Wayne Bryant at 713-337-5721.

Sincerely,

Wayne F. Bryant

Wayne Bryant
Project General Manager

Attachments: cost spreadsheet

Notice to Proceed (NTP) Approved by: _____ Date: _____

Dura Pier Facilities Services, LTD 13124 Player St. Houston, Texas 77045
Phone: (713) 337-5700 Fax: (713) 721-3788



Final Estimate
Wayne Bryant
Facilities Sources
16/054JN-04 - HCDE (Choice Partners) - Option #1 - 8/16/2018 to 8/15/2019
HCDE - High Point School East - Drainage / Leak Repairs - 87-22379-R2
Wayne Bryant

Summary of tagged estimates...

Estimator: Wayne Bryant

Totalling Components		
Price Line Items	\$71,402.71	\$60,435.24
RSMeans HOUSTON, TX CCI 2018Q4, 92.00%	\$5,712.23	\$1,510.88
Choice Partners Coefficient (-8.0000%)	\$5,255.24	
Nonpriced Line Items		\$61,946.12
Non Priced Markup (Subcontractor Quote) (15.0000%)		
Material, Labor, and Equipment Totals (No Totalling Components)		
Material:	\$17,073.87	
Labor:	\$49,373.83	
Equipment:	\$4,955.00	
Other:	\$0.01	
Laborhours:	443.58	
Green Line Items:2	\$5,976.00	
Priced/Non-Priced		
Total Priced Items:	60	\$71,402.71
Total Non-Priced Items:	1	\$0.00
	61	\$71,402.71
Grand Total		\$61,946.12

Glazing Leaks

Estimator: Wayne Bryant

Totalling Components		
Price Line Items		\$5,819.60
RSMean HOUSTON, TX CCI 2018Q4, 92.00%		\$(465.57)
Choice Partners Coefficient (-8.00000%)		\$(428.32)
Non Priced Markup (Subcontractor Quote) (15.00000%)		
Material, Labor, and Equipment Totals (No Totalling Components)		
Material:	\$650.82	
Labor:	\$5,168.78	
Equipment:	\$0.00	
Other:	\$0.00	
Laborhours:	11.84	
Green Line Items:0	\$0.00	
Estimate Grand Total		\$5,048.85

Final Estimate

Glazing Leaks

Estimator: Wayne Bryant

Item	Description	UM	Quantity	Unit Cost	Total	Book
1	01-21-53-50-1700-L Factors, cost adjustments, add to construction costs for particular job requirements, protection of existing work, add, minimum	Costs	4,800.0000	2.0000%	\$96.00	RSM18eFAC L, O&P
2	01-21-53-50-1700-M Factors, cost adjustments, add to construction costs for particular job requirements, protection of existing work, add, minimum	Costs	700.0000	2.0000%	\$14.00	RSM18eFAC M, O&P
3	01-21-53-60-0200-L Security factors, additional costs due to security requirements, daily search of personnel, supplies, equipment and vehicles, ID card or display sticker only, at entry	Costs	0.0000	0.1200%		RSM18eFAC L, O&P
4	01-31-13-20-0160 Field personnel, general purpose laborer, average	Week	1.6000	\$2,575.00	\$4,120.00	RSM18eFAC L, O&P
5	07-62-10-10-0200 Sheet metal cladding, aluminum, up to 6 bands, .032" thick, window sill New sill pans	L.F.	20.0000	\$11.15	\$223.00	RSM18eFAC M, L, O&P
6	07-92-13-20-3900 Caulking and sealant options, polyurethane, 1 or 2 component, bulk, in place, 1" x 1/2" Sealant at window frames after re-installation	L.F.	90.0000	\$4.16	\$374.40	RSM18eFAC M, L, O&P
7	08-41-13-20-0200 Tube framing, for window walls and storefronts, aluminum stock, plain tube frame, mill finish, 1-3/4" x 4-1/2" 10+10 = 20.00	L.F.	20.0000	\$32.00	\$640.00	RSM18eFAC M, L, O&P
8	08-41-13-20-0200-8000 Tube framing, for bronze anodized aluminum, add (Modified using 08-41-13-20-8000)	L.F.	10.0000	\$2.54	\$25.40	RSM18eFAC M, O&P
9	08-85-10-10-0080 Glazing gaskets, neoprene for glass tongued mullion, 1" glass 10+10+(5*3) = 38.00	L.F.	38.0000	\$8.60	\$326.80	RSM18eFAC M, L, O&P
Estimate Grand Total					5,048.85	

Final Estimate

Gutters and Downspouts

Estimator: Wayne Bryant

Totalling Components

Price Line Items	\$10,397.95	Total Construction Cost	\$8,800.82
RMeans HOUSTON, TX CCI 2018Q4, 92.00%	\$(831.84)	Payment and or Performance Bond (2.5000%)	\$220.02
Choice Partners Coefficient (-8.0000%)	\$(766.29)	Builders Risk Insurance ()	
Non Prepriced Markup (Subcontractor Quote) (15.0000%)		Estimate Grand Total	\$9,020.84

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	\$3,689.16
Labor:	\$5,341.49
Equipment:	\$1,367.30
Other:	\$0.00
Labor hours:	62.98
Green Line Items:	\$0.00

Priced/Non-Priced

Total Priced Items:	8	\$10,397.95	0.00%
Total Non-Priced Items:	0	\$0.00	
	8	\$10,397.95	

Estimate Grand Total \$9,020.84

Final Estimate

Gutters and Downspouts

Estimator: Wayne Bryant

Item	Description	UM	Quantity	Unit Cost	Total	Book
1 01-54-33-40-0070-2	Rent per day for general equipment rental, without operators, aerial lift, articulating boom, diesel, to 45' high, 500 lb. capacity	Ea.	3.0000	\$300.30	\$900.90	RSM18eFAC E, O&P
2 01-54-36-50-1400	Mobilization, up to 25 mile haul distance, 50 miles round trip for mobilization or demobilization crew, equipment hauled on towed trailer, 20-ton capacity	Ea.	2.0000	\$855.00	\$1,710.00	RSM18eFAC L, E, O&P
3 02-41-19-19-0600	Selective demolition, rubbish handling, the following are to be added to the demolition prices. Dumpster, weekly rental, includes one dump per week, 6 C.Y. capacity, 2 tons	Week	1.0000	\$455.00	\$455.00	RSM18eFAC M, O&P
4 07-05-05-10-0120	Selective demolition, thermal and moisture protection, downspouts, including hangers (25'6") = 150.00	L.F.	150.0000	\$1.48	\$222.00	RSM18eFAC L, O&P
5 07-05-05-10-0420	Selective demolition, thermal and moisture protection, gutters, aluminum or wood, edge hung 125'2" = 250.00	L.F.	250.0000	\$2.16	\$540.00	RSM18eFAC L, O&P
6 07-71-23-10-0400	Downspouts, aluminum, 3" x 4", .024" thick, enameled ((25'6")*2)+20 = 320.00	L.F.	320.0000	\$7.55	\$2,416.00	RSM18eFAC M, L, O&P
7 07-71-23-20-0300	Downspout elbows, aluminum, 3" x 4", .025" thick, enameled	Ea.	13.0000	\$11.85	\$154.05	RSM18eFAC M, L, O&P
8 07-71-23-30-1300	Gutters, copper, K type, 16 ounce, stock, 6" wide 125'2" = 250.00	L.F.	250.0000	\$16.00	\$4,000.00	RSM18eFAC M, L, O&P
Estimate Grand Total					9,020.84	

Final Estimate

Metal Wall Panel Replacement

Estimator: Wayne Bryant

Totalling Components

Price Line Items	\$16,453.00
RSMeans HOUSTON, TX CCI2018Q4, 92.00%	\$(1,316.24)
Choice Partners Coefficient (-8.0000%)	\$(1,210.94)
Non Priced Markup (Subcontractor Quote) (15.0000%)	

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	\$3,323.00
Labor:	\$12,377.07
Equipment:	\$252.93
Other:	\$0.00
Laborhours:	122.60
Green Line Items:1	\$5,800.00

Total Construction Cost	\$13,925.82
Payment and or Performance Bond (2.5000%)	\$348.15
Builders Risk Insurance ()	
Estimate Grand Total	\$14,273.97

Priced/Non-Priced

Total Priced Items:	12	\$16,453.00	
Total Non-Priced Items:	0	\$0.00	0.00%
	12	\$16,453.00	

Estimate Grand Total

\$14,273.97

Final Estimate

Estimator: Wayne Bryant		Metal Wall Panel Replacement				
Item	Description	UM	Quantity	Unit Cost	Total	Book
1 01-31-13-20-0160	Field personnel, general purpose laborer, average Two laborers one week	Week	1.0000	\$2,575.00	\$2,575.00	RSM18eFAC L, O&P
2 01-74-13-20-0020	Cleaning up, after job completion, allow, minimum	Job	0.0000	0.3000%		RSM18eFAC O&P
3 02-41-19-19-0600	Selective demolition, rubbish handling, the following are to be added to the demolition prices. Dumpster, weekly rental, includes one dump per week, 6 C.Y. capacity, 2 tons Actual dumpster maybe located at contractors shop	Week	1.0000	\$455.00	\$455.00	RSM18eFAC M, O&P
4 05-05-21-10-0050	Cutting steel, hand burning, including preparation, torch cutting and grinding, excluding staging, steel to 1/4" thick	L.F.	200.0000	\$2.18	\$436.00	RSM18eFAC M, L, E, O&P
5 05-05-21-10-9000	Cutting steel, minimum labor/equipment charge Used to cut angle and siding on site	Job	1.0000	\$390.00	\$390.00	RSM18eFAC L, E, O&P
6 05-12-23-40-0470	Lightweight framing, structural steel, field fabricated, including cutting and welding, angle framing, 2" x 2" x 1/4" Bottom angle for siding	L.F.	200.0000	\$29.00	\$5,800.00	RSM18eFAC Gm, M, L, E, O&P
7 07-05-05-10-0220	Selective demolition, thermal and moisture protection, flashing, sheet metal	S.F.	200.0000	\$1.79	\$358.00	RSM18eFAC L, O&P
8 07-05-05-10-5880	Selective demolition, thermal and moisture protection, siding, wood, boards, steel	S.F.	600.0000	\$1.29	\$774.00	RSM18eFAC L, O&P
9 07-05-05-10-9000	Selective demolition, thermal and moisture protection, minimum labor/equipment charge	Job	1.0000	\$259.00	\$259.00	RSM18eFAC L, O&P
10 07-42-13-30-0900	Steel siding, colored, corrugated or ribbed, on steel frame, 10 year finish, including fasteners, 26 gauge (130*3)+(70*3) = 600.00	S.F.	600.0000	\$5.50	\$3,300.00	RSM18eFAC M, L, O&P
11 07-65-10-10-9324	Sheet metal flashing and counter flashing, including up to 4 bends, steel sheets, galvanized, 24 gauge	S.F.	200.0000	\$5.55	\$1,110.00	RSM18eFAC M, L, O&P
12 13-34-19-50-7500	Pre-engineered steel buildings, accessory items, add to the basic building cost above, insulation, vinyl/scrip/foil (VSF), 4" thick, R13	S.F.	600.0000	\$1.66	\$996.00	RSM18eFAC M, L, O&P
Estimate Grand Total					14,273.97	

Final Estimate

Office Wall Repair

Estimator: Wayne Bryant

Totalling Components	
Price Line Items	\$4,173.20
RSMeans HOUSTON, TX CCI 2018Q4, 92.00%	\$(333.86)
Choice Partners Coefficient (-8.0000%)	\$(307.15)
Non Priced Markup (Subcontractor Quote) (15.0000%)	
Material, Labor, and Equipment Totals (No Totalling Components)	
Material:	\$157.18
Labor:	\$4,016.02
Equipment:	\$0.00
Other:	\$0.00
Laborhours:	17.27
Green Line Items: 1	\$176.00

Priced/Non-Priced	
Total Priced Items:	14
Total Non-Priced Items:	0
	14

	\$4,173.20
	\$0.00
	\$4,173.20

Estimate Grand Total \$3,620.49

Final Estimate

Office Wall Repair

Estimator: Wayne Bryant

Item	Description	UM	Quantity	Unit Cost	Total	Book
1 01-21-53-50-0500-L	Factors, cost adjustments, add to construction costs for particular job requirements, cut and patch to match existing construction, add, minimum	Costs	2,900.0000	3.0000%	\$87.00	RSM18eFAC L, O&P
2 01-21-53-50-0800-L	Factors, cost adjustments, add to construction costs for particular job requirements, dust protection, add, minimum	Costs	2,900.0000	2.0000%	\$58.00	RSM18eFAC L, O&P
3 01-21-53-50-1700-L	Factors, cost adjustments, add to construction costs for particular job requirements, protection of existing work, add, minimum	Costs	2,900.0000	2.0000%	\$58.00	RSM18eFAC L, O&P
4 01-31-13-20-0160	Field personnel, general purpose laborer, average	Week	1.0000	\$2,575.00	\$2,575.00	RSM18eFAC L, O&P
5 01-93-09-50-1725	Moving equipment, remove and reset, 100' distance, no obstructions, no assembly or leveling unless noted, desk only	Ea.	2.0000	\$47.00	\$94.00	RSM18eFAC L, O&P
6 01-93-13-09-0578	Finishes, facilities maintenance, floor maintenance, deep carpet cleaning, self-contained extractor, 100 feet per minute, 12" path	M.S.F.	0.4000	\$28.00	\$11.20	RSM18eFAC M, L, O&P
7 09-05-05-30-1000	Selective demolition, walls and partitions, gypsum wall board, nailed or screwed, one layer	S.F.	200.0000	\$0.52	\$104.00	RSM18eFAC L, O&P
8 09-05-05-30-9000	Selective demolition, walls and partitions, minimum labor/equipment charge	Job	1.0000	\$129.00	\$129.00	RSM18eFAC L, O&P
9 09-22-16-13-1640	Non-structural metal stud framing, non load bearing, galvanized, includes top and bottom track, 8' high, 25 gauge studs, 3-5/8" wide, 16" O.C.	S.F.	50.0000	\$1.54	\$77.00	RSM18eFAC M, L, O&P
10 09-22-16-13-9000	Non-structural metal stud framing, minimum labor/equipment charge	Job	1.0000	\$165.00	\$165.00	RSM18eFAC L, O&P
11 09-29-10-30-2050	Gypsum board, on walls and ceilings, nailed or screwed to studs, 5/8" thick, on walls, standard, taped and finished, level 4 finish	S.F.	200.0000	\$1.80	\$360.00	RSM18eFAC M, L, O&P
12 09-29-10-30-2050-5350	Gypsum board, for finishing inner corners, add (Modified using 09-29-10-30-5350)	L.F.	4.0000	\$1.50	\$6.00	RSM18eFAC M, L, O&P
13 09-91-23-74-0840	Walls and ceilings, interior, zero VOC latex, concrete, dry wall or plaster, latex, paint two coats, smooth finish, roller	S.F.	200.0000	\$0.88	\$176.00	RSM18eFAC Gm, M, L, O&P
14 09-91-23-74-9900	Walls and ceilings, interior, zero voc latex, minimum labor/equipment charge	Job	1.0000	\$273.00	\$273.00	RSM18eFAC L, O&P
Estimate Grand Total					3,620.49	

Final Estimate

Site Grading and Drainage Repairs

Estimator: Wayne Bryant

Totalling Components

Price Line Items	\$34,558.96	Total Construction Cost	\$29,250.70
RSMears HOUSTON, TX CCI 2018Q4, 92.00%	\$(2,764.72)	Payment and or Performance Bond (2.5000%)	\$731.27
Choice Partners Coefficient (-8.0000%)	\$(2,543.54)	Builders Risk Insurance ()	
Nonpriced Line Items		Estimate Grand Total	\$29,981.97
Non Priced Markup (Subcontractor Quote) (15.0000%)			

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	\$9,253.71
Labor:	\$21,970.47
Equipment:	\$3,334.77
Other:	\$0.01
Laborhours:	228.89
Green Line Items:0	\$0.00

Priced/Non-Priced

Total Priced Items:	17	\$34,558.96	
Total Non-Priced Items:	1	\$0.00	0.00%
	18	\$34,558.96	

Estimate Grand Total **\$29,981.97**

Final Estimate

Estimator: Wayne Bryant

Site Grading and Drainage Repairs

Item	Description	UM	Quantity	Unit Cost	Total	Book
1	01-31-13-20-0160 Field personnel, general purpose laborer, average	Week	2.5000	\$2,575.00	\$6,437.50	RSM18eFAC L, O&P
2	01-54-33-20-4890-3 Rent per week for earthwork equipment rental, without operators, skid steer loader, wheeled, 1 C.Y., 78 H.P., diesel	Ea.	1.5000	\$1,199.00	\$1,798.50	RSM18eFAC E, O&P
3	01-54-36-50-1300 Mobilization, up to 25 mile haul distance, 50 miles round trip for mobilization or demobilization crew, equipment hauled on towed trailer, 3-ton capacity	Ea.	2.0000	\$305.00	\$610.00	RSM18eFAC L, E, O&P
4	02-41-19-19-0700 Selective demolition, rubbish handling, the following are to be added to the demolition prices. Dumpster, weekly rental, includes one dump per week, 10 C.Y. capacity, 3 tons	Week	1.0000	\$530.00	\$530.00	RSM18eFAC M, O&P
5	31-22-13-20-0120 Rough grading sites, rough grade sites, hand labor, 410 to 1,000 S.F. (782+920+1500)/1000 = 3.20	Ea.	3.2020	\$1,575.00	\$5,043.15	RSM18eFAC L, O&P
6	31-22-13-20-0130 Rough grading sites, rough grade sites, skid steer and labor, 1,100 to 3,000 S.F. Ea.	Ea.	1.0000	\$1,250.00	\$1,250.00	RSM18eFAC L, E, O&P
7	31-22-13-20-0160 Rough grading sites, rough grade sites, skid steer and labor, 8,100 to 10,000 S.F. Ea.	Ea.	1.0000	\$3,875.00	\$3,875.00	RSM18eFAC L, E, O&P
8	31-22-16-10-3120 Finish grading, hand grade select gravel, including compaction, 8" deep (782+920+1500)/9 = 355.78	S.Y.	355.7778	\$5.40	\$1,921.20	RSM18eFAC L, E, O&P
9	31-22-16-10-3300 Finish grading, finishing grading slopes, gentle	S.Y.	355.7778	\$0.21	\$74.71	RSM18eFAC L, E, O&P
10	31-22-16-10-9100 Finish grading, minimum labor/equipment charge, machine grading	Job	1.0000	\$955.00	\$955.00	RSM18eFAC L, E, O&P
11	31-23-23-15-7000 Borrow, loading and/or spreading, topsoil or loam from stockpile, shovel, 1 C.Y. bucket Topsoil to be on True Grid material (((782+920+1500)*.25)/27) = 29.65	B.C.Y.	29.6481	\$31.00	\$919.09	RSM18eFAC M, L, E, O&P
12	32-11-23-23-1512 Base course drainage layers, crushed stone, 3/4", compacted, 9" deep (((782+920+1500)*.75)/27) = 88.94	E.C.Y.	88.9444	\$39.00	\$3,468.83	RSM18eFAC M, L, E, O&P
13	32-11-23-23-6000 Base course drainage layers, stabilization fabric, polypropylene, 6 ounces per S.Y. Geotextile fabric between drainage layer and topsoil. (782+920+1500)/9 = 355.78	S.Y.	355.7778	\$1.00	\$355.78	RSM18eFAC M, L, E, O&P
14	32-11-23-23-6000-6900 Base course drainage layers, for small and irregular areas, add (Modified using 32-11-23-23-6900) (782+920+1500)/9 = 355.78	S.Y.	355.7778	\$0.07	\$24.90	RSM18eFAC L, E, O&P
15	32-11-23-23-9000 Base course drainage layers, minimum labor/equipment charge	Job	1.0000	\$129.00	\$129.00	RSM18eFAC L, O&P
16	32-92-23-10-0020 Sodding systems, sodding, 1" deep, bluegrass sod, on level ground, over 8 M.S.F. (782+920+1500+1700+860+2400+2979)/1000 = 15.84	M.S.F.	15.8410	\$405.00	\$6,415.61	RSM18eFAC M, L, E, O&P

Final Estimate

Estimator: Wayne Bryant		Site Grading and Drainage Repairs				
Item	Description	UM	Quantity	Unit Cost	Total	Book
17 33-41-23-19-0100	Geosynthetic drainage layers, fabric, laid in trench, polypropylene, ideal conditions (782+920+1500)/9 = 355.78	S.Y.	355.7778	\$2.11	\$750.69	RSM18@FAC M, L, O&P
18 32-14-13-16-0730	Permeable paving system, TrueGrid Eco, 1" thick, 24" x 24" (782+920+1500) = 3202 SF of True Grid Removed from Scope of work.	S.F.	0.0000	\$4.60		CUSTOM M, L, O&P
Estimate Grand Total					29,981.97	

Prevailing Wage Rate Determination Information

The following information is from Chapter 2258 Texas Government Code:

2258.021. Right to be Paid Prevailing Wage Rates.

- (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:
 - (1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and
 - (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.
- (b) Subsection (a) does not apply to maintenance work.
- (c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

2258.023. Prevailing Wage Rates to be Paid by Contractor and Subcontractor; Penalty.

- (a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.
- (b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.
- (c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.
- (d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.
- (e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

2258.051. Duty of Public Body to Hear Complaints and Withhold Payment.

A public body awarding a contract, and an agent or officer of the public body, shall:

- (1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and
- (2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Prevailing Wage Rates - School Construction Trades

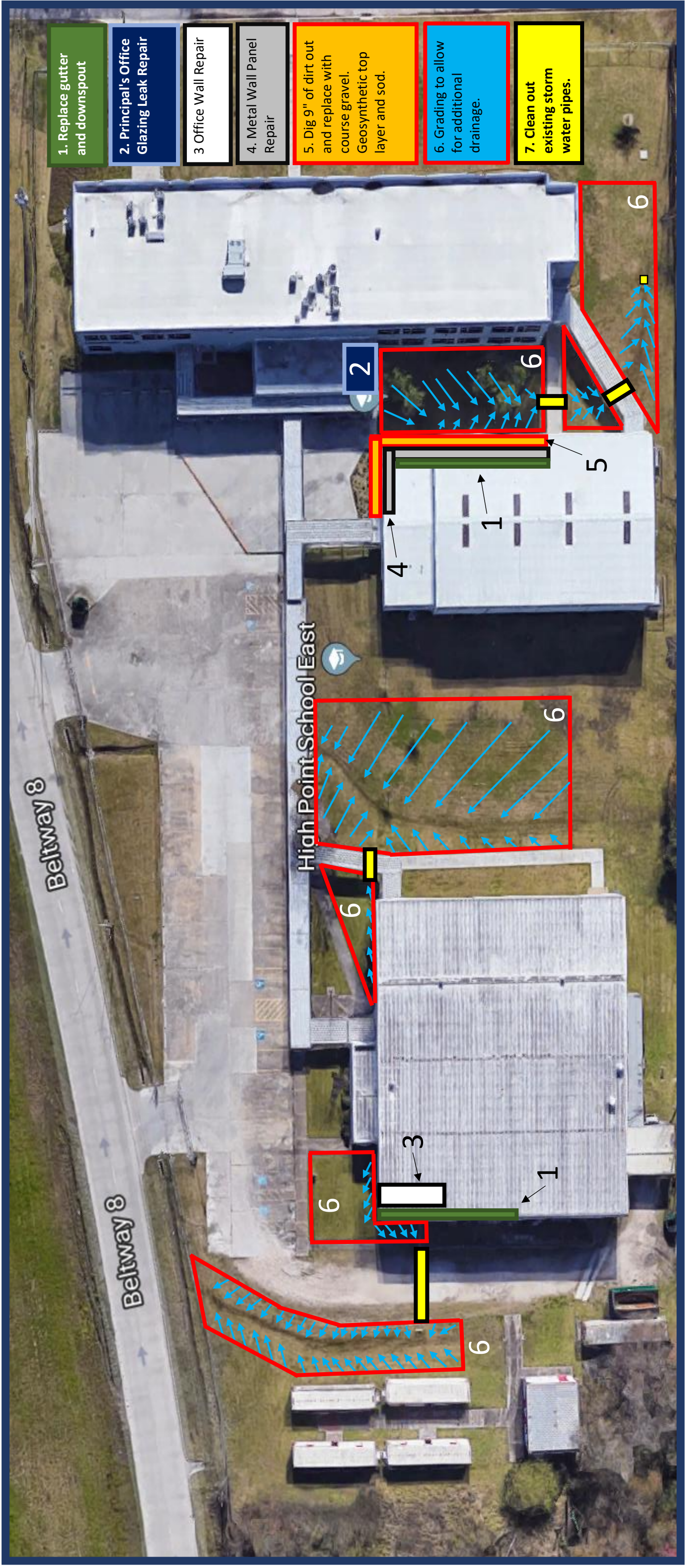
March 1, 2016
Texas Gulf Coast Area

Classification	Hourly Rate
Asbestos Worker	\$15.42
Bricklayers; Masons	\$18.34
Carpenters/Caseworker	\$21.50
Carpet Layers/Floor Installers	\$20.03
Concrete Finishers	\$16.13
Data Comm / Telecom Installer	\$23.50
Drywall Installers; Ceiling Installers	\$16.69
Electricians	\$22.44
Elevator Mechanics	\$30.00
Fire Proofing Installer	\$19.13
Glaziers	\$19.87
Heavy Equipment Operators	\$18.18
Insulators	\$16.16
Ironworkers	\$18.14
Laborers, General	\$11.81
Lather / Plasterer	\$18.03
Light Equipment Operators	\$15.21
Metal Building Assemblers	\$17.53
Millwrights	\$20.69
Painters/Wall Covering Installers	\$15.75
Pipefitters	\$25.70
Plumbers	\$26.50
Roofers	\$18.80
Sheet Metal Workers	\$20.46
Sprinkler Fitters	\$25.10
Steel Erector	\$19.33
Terrazzo Workers	\$19.67
Tile Setters	\$19.83
Waterproofers/Caulkers	\$19.00

This document was developed by PBK Architects, Inc., in strict accordance with the Texas Government Code, Chapter 2258.

Prevailing Wage Rates Worker Classification Definition Sheet

Asbestos Worker	Worker who removes & disposes of asbestos materials.
Bricklayers/Masons	Craftsman who works with masonry products, stone, brick, block or any material substituting for those materials & accessories.
Carpenter / Caserworker	Worker who builds wood structures or structures of any material which has replaced wood. Includes rough & finish carpentry, hardware and trim.
Carpet Layer / Floor Installer	Worker who installs carpets and/or floor coverings-vinyl tile.
Concrete Finisher	Worker who floats, trowels and finishes concrete.
Data Comm / Telecom Installer	Worker who installs data/telephone & television cable and associated equipment and accessories.
Drywall / Ceiling Installer	Worker who installs metal framed walls & ceilings, drywall coverings, ceiling grids & ceilings.
Electrician	Skilled craftsman who installs or repairs electrical wiring & devices. Includes fire alarm systems & HVAC electrical controls.
Elevator Mechanic	Craftsman skilled in the installation & maintenance of elevators.
Fire Proofing Installer	Worker who sprays or applies fire proofing materials.
Glazier	Worker who installs glass, glazing and glass framing.
Heavy Equipment Operator	Includes, but not limited to, all Cat tractors, all derrick-powered, all power operated cranes, back-hoe, back-filler, power operated shovel, winch truck, all trenching machines.
Insulator	Worker who applies, sprays or installs insulation.
Iron Worker	Skilled craftsman who erects structural steel framing & installs structural concrete Rebar.
Laborer / Helper	Worker qualified for only unskilled or semi-skilled work. Lifting, carrying materials & tools, hauling, digging, clean-up.
Lather / Plasterer	Worker who installs metal framing & lath. Worker who applies plaster to lathing and installs associated accessories.
Light Equipment Operator	Includes, but not limited to, air compressors, truck crane driver, flex plane, building elevator, form grader, concrete mixer (less than 14cf), conveyor.
Metal Building Assembler	Worker who assembles pre-made metal buildings.
Millwright	Mechanic specializing in the installation of heavy machinery, conveyance, wrenches, dock levelers, hydraulic lifts & align pumps.
Painter / Wall Covering Installer	Worker who prepares wall surfaces & applies paint and/or wall coverings, tape and bedding.
Pipefitter	Trained worker who installs piping systems, chilled water piping & hot water (boiler) piping, pneumatic tubing controls, chillers, boilers & associated mechanical equipment.
Plumber	Skilled craftsman who installs domestic hot & cold water piping, waste piping, storm system piping, water closets, sinks, urinals, and related work.
Roofer	Worker who installs roofing materials, Bitumen (asphalt & coal tar) felts, flashings, all types roofing membranes & associated products.
Sheet Metal Worker	Worker who installs sheet metal products. Roof metal, flashings & curbs, ductwork, mechanical equipment and associated metals.
Sprinkler Fitter	Worker who installs fire sprinkler systems & fire protection equipment.
Steel Erector	Worker who erects and dismantles structural steel frames of buildings and other structures.
Terrazzo Worker	Craftsman who places & finishes Terrazzo.
Tile Setter	Worker who prepares wall and/or floor surfaces & applies ceramic tiles to these surfaces.
Waterproofer / Caulker	Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membrane, liquid membranes, sprayed, rolled or brushed.



Regular Board Meeting**7.E.****Meeting Date:** January 16, 2019**Title:** Installation of New Data Cables at Baytown Head Start**Submitted For:** Richard Vela, Facilities**Submitted By:** Julie Carson**Recommended Action:** Approve**HCDE Goal(s):** 2. Deliver value responsibly**Additional Resource Personnel:** Venetia Peacock**Facilities/Technology Approval Needed?:** Facilities

Information**Posted Agenda Item:**

Consider approval of contract for installation of new data cables project at the new Baytown Head Start with Facilities Sources (RFP # 16/054JN-04) . This project will be funded with federal funds and the total costs is \$69,992.67.

Subject:

New Data Cabling at the new Baytown Head Start location using Facilities Sources (RFP # 16/054JN-04).

Rationale:

Consider approval of the project for the new Baytown Head Start location; Installing New Data Cables. Facilities Sources (RFP # 16/054JN-04) will provide all labor, material and equipment. This project will be using federal funds; and total costs will be: \$69,992.67.

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

Attachments

Contract and quote

Form Review**Inbox**

Purchasing Alternate
Purchasing
Assistant Superintendent - Business
Form Started By: Julie Carson
Final Approval Date: 01/03/2019

Reviewed By

Yaritza Roman
Bill Monroe
Jesus Amezcua

Date

01/03/2019 01:35 PM
01/03/2019 02:23 PM
01/03/2019 06:23 PM
Started On: 12/20/2018 01:11 PM

Master Job Order Contract

This Master Job Order Contract ("Contract") is made by and between Harris County Department of Education ("Owner"), a political subdivision of the state of Texas, whose main office address is 6300 Irvington Boulevard, Houston, Texas 77022, and Facilities Sources ("Contractor"), whose main office address is 13124 Player St., Houston, Texas 77045 for Job Order Contracting Services, effective as of January 17th, 2019(date).

RECITALS

Whereas, Owner is in need of job order contracting services; and

Whereas, this Contract is for the provision of job order contracting services, to be performed on a non-exclusive, indefinite quantity basis, as requested by Owner, in accordance with the terms of this Contract;

Whereas, Contractor has been procured as a Job Order Contractor vendor under Harris County Department of Education ("HCDE") Choice Partners Contract # 16/054JN-04, and is available to Owner through the Choice Partners purchasing cooperative as permitted by Subchapter I, Chapter 2269 of the Texas Government Code; and

Whereas, Contractor represents that he has the knowledge, ability, skills and resources to provide such job order contracting services in accordance with the terms and requirements of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Contract, the receipt and sufficiency of which are hereby acknowledged, Owner and Contractor, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS

1.1 The term "**Owner**" means the Harris County Department of Education and includes Owner's duly authorized representative, including any person specifically authorized to act for Owner by executing the Contract and any modification thereto. Owner's duties include administration of the Contract, including the issuance of Job Order(s) and modifications and assessing progress; inspecting and periodically reporting on such performance and progress during the stated period of performance, and finally certifying as to the acceptance of the Work in its entirety or any portion thereof, as required by the Contract.

1.2 The term "**Contractor**" means Facilities Sources and includes Contractor's senior manager or its duly authorized representative, including any person specifically authorized to act for Contractor by executing the Contract and any modifications thereto. Contractor's duties include administration of the Contract and performance of the Work.

1.3 The term "**Contract**" as used herein means the documents that form the agreement between Owner and Contractor. The Contract consists of this agreement, including its exhibits and any modifications thereto, any Job Order(s) that may be issued, Choice Partners Contract #16/054JN-4, and Contractor's proposal submitted in response to the solicitation issued by HCDE/Choice Partners for Choice Partners Contract #16/054JN-4, which are fully incorporated herein for any and all purposes.

1.4 The term "**Subcontract**" as used herein means any agreement, including purchase orders (other than one involving an employer-employee relationship) entered into by Contractor calling for equipment, supplies or services required for Contract performance, including any modifications thereto.

1.5 The term "**job order contracting**" means maintenance, repair, alteration, renovation, remediation or minor construction of a facility when the work is of a recurring nature, but the delivery times, type, and quantities of the work required are indefinite.

1.6 The term "**Job Order**" means a specific written agreement between the Owner and the Contractor for Work to be performed under this Contract, in the form of Attachment A hereto.

1.7 The term "**Unit Price Guide**" means the unit price book specified by HCDE/Choice Partners in the procurement of Choice Partners Contract #16/054JN-04.

1.8 The term "**Coefficient Multiplier**" means the numerical factor required to be applied pursuant to Contractor's award under Choice Partners Contract #16/054JN-04 which is applied to the Unit Price Guide unit prices to cover all of Contractor's costs in performing the Work of a Job Order.

1.9 The term "**Non-Pre-priced items**" means the necessary, but incidental, parts of a Job Order that are not susceptible to unit pricing using the pre-priced tasks in the Unit Price Guide.

1.10 The term "**Work**" means the doing of all things described in, reasonably related to, and necessary, proper, or incidental to the work and services required by this Contract and/or a Job Order, whether in whole or in part, and includes all labor, materials, tools, resources, supplies, equipment, permits, insurance, transportation, supervision, management, operations, and performance of all tasks provided or to be provided by Contractor to fulfill Contractor's obligations under this Contract, including any specific project requirements defined and further described in any Job Order.

1.11 The term "**pre-priced item**" means pre-described and pre-priced tasks based on a unit price guide and coefficient multiplier.

II. TERM OF AGREEMENT

2.1 **Term:** The initial term of this Contract is one (1) years and shall be effective January 17th, 2019 (date) through December 31st, 2019 (date). Owner may exercise renewal options for up to four additional one-year terms, in Owner's sole discretion, provided that Contractor is still an eligible vendor under the Choice Partners purchasing cooperative. Job Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Job Order issued by Owner.

2.2 **Completion of Work in Progress:** Owner has the option to extend the term of this Contract, or any renewal period, as necessary for Contractor to complete work on any Job Order approved by Owner prior to the expiration of the Contract.

III. AUTHORIZED CONTRACT SUM

3.1 **Contract Sum:** The maximum aggregate contract expenditures for the initial one (1) year term is \$69,992.67. The cost of each specifically authorized Job Order will be established in a "Job Order" issued by Owner and executed by Owner and Contractor. Established cost amounts shall not be increased except by written change order to a previously issued Job Order executed by Owner and Contractor. As required by Texas Government Code Section 2269.403, the Owner's Board of Trustees must approve any Job Order that exceeds \$500,000. The Owner's Board of Trustees may be required to authorize Job Orders for lesser amounts as required by local Board policy.

3.2 **No Minimum Amount of Work:** It is expressly understood that Owner is under no obligation to request any services from Contractor and no minimum amount of work is required under this Contract. All service requests will be made by Owner on an as-needed basis, subject to future agreement on the scope of the work and its cost(s), detailed in a specific Job Order.

IV. SPECIFICATIONS AND DRAWINGS

4.1 **Retention of Drawings:** Contractor shall keep on the Work site a copy of any drawings and/or

specifications for a Job Order and shall at all times give Owner access thereto. Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between drawings and specifications, the drawings shall govern. In case of discrepancy, either in the figures, drawings, or the specifications, the matter shall be promptly submitted to Owner, who shall promptly make a determination in writing regarding such discrepancy. Any adjustment by Contractor without such prior written determination shall be at Contractor's own risk and expense and without any liability to Owner for any adjustment made by Contractor. Owner shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

4.2 Shop Drawings: Shop drawings means drawings submitted to Owner by Contractor showing in detail:

- a. the proposed fabrication and assembly of structural elements;
- b. the installation (i.e., form, fit and attachment details) of materials or equipment; and
- c. the construction and detailing of elements of the Work.

Shop drawings include sketches, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by Contractor to explain specific portions of the Work. Owner may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under the Contract.

4.3 Contractor shall coordinate all shop drawings, and review them for accuracy, completeness, and compliance with Contract and Job Order requirements and shall indicate its approval thereon as evidence of such coordination and review. Owner will indicate its approval or disapproval of the shop drawings in writing and if not approved as submitted shall indicate Owner's reasons, therefore. Any work done before such prior written approval by Owner shall be at Contractor's own risk and without any liability whatsoever to Owner.

4.3 Contractor shall submit to Owner for approval in writing an appropriate number of copies of all shop drawings. Sets of all shop drawings will be retained by Owner and one set will be returned to Contractor.

4.4 "As-built" Drawings and Shop Manuals: Contractor is required to submit two complete sets of "as-built" drawings to Contractor within 30 days after project acceptance. "As builds" shall be submitted on paper as well as electronically. Contractor must also submit three copies of shop manuals at that time if equipment has been installed as part of the Job Order.

4.5 Omissions from the drawings or specifications or the incorrect description of details of work which are manifestly necessary to carry out the intent of the drawings and specifications shall not relieve Contractor from performing such omitted or incorrectly described details of the Work.

4.6 Contractor shall check all of Owner's furnished drawings immediately upon receipt and shall promptly notify Owner of any discrepancies. Figures marked on drawings shall be followed in preference to scale measurements. Large scale drawings shall govern small scale drawings. Contractor shall compare all drawings and verify the figures before laying out the Work and will be responsible for any errors which might have been avoided thereby.

V. USE OF SPECIFICATIONS, DRAWINGS AND NOTES

5.1 All drawings (to include as-built drawings), sketches, designs, design data, specifications, note books, technical and scientific data provided to Contractor or developed by Contractor pursuant to the

Contract and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the Work or any part thereof, shall be the property of Owner and may be used by Owner without any claim by Contractor for additional compensation, unless such material developed by Contractor does not result in an issued Job Order. In such cases, Contractor will receive reasonable reimbursement for the development of such materials before Owner uses them in any manner whatsoever. If Owner chooses not to use such materials and no Job Order was issued, Contractor shall not be entitled to any compensation by Owner for any expenses incurred by Contractor for the preparation or development of any of said materials, which includes any and all general overhead costs for preparation of the materials.

VI. MATERIAL AND WORKMANSHIP

6.1 All equipment, material, and articles incorporated in the Work covered by this Contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Job Order. References in the Job Order and/or its specifications to equipment, material, article, or patented process by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

6.2 Contractor shall obtain Owner's prior written approval of the machinery and mechanical and other equipment to be incorporated into the Work. When requesting approval, Contractor shall furnish to Owner in writing the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by the Contract or by Owner, Contractor shall also obtain Owner's written approval of the material or articles which Contractor contemplates incorporating into the Work. When requesting approval, Job Order Contractor shall provide full information concerning the material or articles. Machinery, equipment, material and articles that do not have the required prior approval by Owner shall be installed or used at the Contractor's risk of subsequent rejection and Owner shall not be liable for any costs incurred by Contractor for said Machinery, equipment, material, articles.

VII. CONTRACTOR'S GENERAL RESPONSIBILITIES

7.1 **In General:** Contractor agrees to provide general and specific job order contracting services on a per-project basis as requested by Owner in accordance with the terms of this Contract. Contractor shall furnish all of the materials and perform all of the Work described in a Job Order. Contractor shall do everything required by this Contract, the Job Order and any other requirements incorporated into this agreement or a specific Job Order by reference.

7.2 **Project Manager:** Contractor shall manage and provide all labor and material necessary and reasonably inferable for the complete performance of the Work on any project and/or Job Order authorized pursuant to this Contract.

7.3 **Standard of Care:** Contractor agrees to use commercially reasonable best efforts, skill, judgment, and abilities to perform the Work detailed in the Job Order in an expeditious and timely manner. Contractor shall at all times provide a sufficient number of qualified, skilled personnel, who shall be supervised by Contractor, to accomplish the Work within the time limits set forth in the Job Order. Contractor shall also be responsible for all damages to persons or property that occur as a result of Contractor's fault or negligence and shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. All Work under the Contract shall be performed in a skillful and workmanlike manner. Contractor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract and all Work detailed in a Job Order. Unless otherwise specified in a Job Order, Contractor shall be responsible for any required testing of materials prior to incorporation into the Work.

7.4 **Compliance with Laws:** Contractor shall comply with all applicable federal, state, and local laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction over the project detailed in the Job Order. Contractor shall comply with all state and local building code

requirements unless otherwise specifically detailed in the Job Order. Contractor is required to adhere to all applicable local, state, and national design codes and requirements as well as Owner's construction design standards.

7.5 **Existing Conditions:** Contractor shall use commercially reasonable best efforts to verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action, and other data supplied to Contractor by Owner, or any other party, that Contractor uses for the Job Order.

7.6 **Correction of Work:** Contractor shall promptly correct any known or discovered error, omission, or other defect in the Work without any additional cost or expense to Owner.

7.7 **Phasing:** Contractor shall not proceed beyond any previously authorized phase of the Work for a project unless authorized by Owner in writing, except at the Contractor's own financial risk. Applicable phases of the scope of work shall be identified in the Job Order Proposal.

7.8 **Representative:** Contractor shall designate a representative primarily responsible for the Work under this Contract and a specific Job Order. The designated representative shall act on behalf of Contractor with respect to all phases of the Work and shall be available as required for the benefit of any Job Order and Owner. The designated representative shall not be changed without prior written approval of Owner, which approval shall not be unreasonably withheld.

7.9 **Documentation:** Contractor shall fully document its project activities, in drawings, reports or other methods as appropriate to the scope of work and as identified in the Job Order Proposal and/or Job Order. Unless otherwise stated in the Job Order or provided by Owner, Contractor shall bear the cost of providing all plans, specifications and other documents used by Contractor and its consultants. **Owner will reimburse Contractor for the actual, documented costs of construction permits required for the performance of the Work as specified in the Job Order.** Unless otherwise stated in the Job Order, Contractor shall secure and pay for all governmental fees, licenses, and inspections necessary for the proper execution and completion of the Work.

7.10 Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 (OSHA), all applicable state and local laws, ordinances, and regulations during the performance of the Work. Contractor shall indemnify Owner for fines, penalties, and corrective measures that result from the acts of commission or omission of Contractor, its subcontractors, if any, agents, employees, and assigns and its failure to comply with such safety rules and regulations.

VIII. JOB ORDER PROCEDURES

8.1 Job Order Procedures

- a. At Owner's discretion, Owner will submit a Job Order Proposal Request to Contractor for the individual project(s). This request will include, at a minimum, the following: project number, project title, name of Owner's project manager, Owner's customer point of contact, location, the project architect and/or engineer, if any, and a general description of the project. If a Job Order requires architectural or engineering services that constitute the practice of architecture or engineering within the meanings of the Texas Occupations Code, Owner shall select or designate an architect or engineer to prepare the construction documents for the project.
- b. Upon receipt of the Job Order Proposal Request, Contractor shall promptly schedule a site visit with the Owner's project manager. The site visit will be conducted at a mutually agreed upon time, normally not later than three (3) business days from the time of notification.
- c. During the site visit, the following will be accomplished:
 1. Pre-construction site inspection

2. Review and validate the description of work
 3. Develop draft detailed statement of work
 4. Mark-up existing drawings to show required work (when existing drawings are readily available)
 5. Discuss project with end-user customer, ensure proposed work meets their objectives
 6. Establish Contractor's due date for the Job Order Proposal
- d. Contractor will keep adequate notes of the site visit, including a before picture, in color, of the conditions, and provide a copy to Owner following completion of the site visit.
- e. Contractor shall submit Contractor's Job Order Proposal within three (3) business days of receipt of Owner's Job Order Proposal Request. Contractor's Job Order Proposal shall include the following:
- i. A narrative description of Contractor's understanding of the project's scope of work;
 - ii. A description of particular phases of the scope of the work;
 - iii. A cost proposal detailing:
 1. the cost of the 'pre-priced' items as taken from the unit price guide (The cost proposal for each Job Order should be based substantially on the use of pre-priced items);
 2. the cost of any 'non-pre-priced' items (The proposed cost of all non-pre-priced items in the cost proposal shall include all of Contractor's cost items otherwise included in the coefficient multiplier used for pre-priced items. No coefficient multiplier shall be applied to non-pre-priced items;
 3. any other costs that the Contractor intends to charge to the project (Note that other costs include extraordinary costs that are unique to a specific project and not generally or reasonably included in the coefficient multiplier; other costs may be added only if authorized or confirmed in writing by Owner. Other costs may be calculated as a lump sum for the Job Order or on a "not to exceed" basis.);
 4. a statement that all Contractor fees, overhead expenses and general conditions are included in the cost proposal; and
 5. a lump sum figure for performing the Work, if appropriate;
 - iv. A description of all plans, specifications and other documents, including construction permits, to be used by Contractor in the performance of the Work;
 - v. A proposed time schedule showing the sequence in which Contractor proposes to perform the Work and dates on which Contractor proposes to complete each phase of the scope of the work, including a proposed date to commence the Work and a proposed completion date of the Job Order.
 - vi. If required by Owner, Contractor must submit a schedule chart, which may be a formal computerized schedule or a progress chart in a bar chart format of suitable scale to indicate appropriately the percentage of Work scheduled for completion by any given date during the period. The schedule chart, if required, must contain:
 - a. A list of the different types of work activities or work elements.
 - b. Show the logical dependencies (ties) to indicate what Work must be accomplished before other Work can begin.
 - c. Include proposed start and completion dates or time frames for each work activity or work element.
 - d. Calculate the "weighting" or relative worth each work activity or work element is of the total project either as a percentage or dollar amount.
 - e. Proposed traffic control methods providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc.
 - vii. Contractor's designated representative primarily responsible for the Work;
 - viii. A list of all subcontractors who Contractor proposes to use in the performance of the Work;
 - ix. Any qualifications or conditions applicable to the Job Order Proposal; and

- f. After Contractor's submission of its Job Order Proposal, Owner will review the Job Order Proposal and either proceed to issuance of a Job Order or schedule a time to review the Job Order Proposal with Contractor and negotiate any changes, clarifications or modifications.
- g. Following the review of Contractor's Job Order Proposal, Owner shall issue Job Order in writing, in a form materially consistent with Attachment A hereto, incorporating any changes, clarifications or modifications to Contractor's Job Order Proposal made in the review process, and attaching the final Job Order Proposal as an exhibit.
- h. Once issued, the Job Order is a not to exceed contract amount for the Job Order. No line item will be added to a Job Order because a line item was excluded by Contractor in Contractor's Job Order Proposal or draft or final Job Order; however, the Owner shall have no obligation to pay for goods or services contained in the Job Order Proposal that are not provided.
- i. **Notice to Proceed:** If a Commence Date is not stated in the specific Job Order, Owner shall issue a written Notice to Proceed. The Notice to Proceed authorizes the Contractor to begin the Work identified in the Job Order on the date fixed in the Notice to Proceed. Upon the Commencement Date specified in the Job Order or Notice to Proceed, Contractor is fully responsible for the scheduling, quality control, safety, and all other aspects of the management of the project detailed in the Job Order. Owner may make periodic inspections of the job site to ensure compliance; however, quality control is ultimately the Contractor's responsibility.
- j. **Quality Assurance/Quality Control Plan:** If requested by the Owner for a particular Job Order, Contractor shall submit, for Owner approval, a Quality Assurance/Quality Control Plan. This plan should address all aspects of quality control including responsibility for surveillance of work, documentation, trend analysis, corrective action and interface with the Owner's inspectors.
- k. **Weekly Reports:** Contractor is required to submit weekly progress reports on each active Job Order electronically or in paper form to Owner at the end of each work week, which shall include a current schedule.
- l. **Schedule:** Time is of the essence in rendering the services hereunder. The Job Order shall include a time schedule for each phase of the Work for the Job Order, and Contractor agrees to perform all obligations and render services in accordance with the schedule(s) established in the Job Order. In emergency or non-standard situations, Owner may require Contractor to complete a Job Order on an expedited basis. All Job Orders are to be completed within the timelines agreed to by Owner and Contractor as detailed in the Job Order. If Contractor falls behind the schedule detailed in the Job Order, Contractor shall take steps necessary to improve its progress, including those that may be reasonably required by Owner. Without additional cost to Owner, Owner may require Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant or equipment, and to submit for approval any supplementary schedule or schedules in chart form as Owner deems necessary to demonstrate how the approved rate of progress will be regained.
- m. **Emergency Work:** Contractor will give top priority to any emergency work Owner may have and will allocate all resources necessary to accomplish such work in accordance with Owner's schedule requirements.

IX. OWNER'S RESPONSIBILITIES

9.1 **Representative:** Owner designates the Construction Director/Joe Carreon or his/her designee as its representative authorized to act in Owner's behalf with respect to the Job Order(s). Contractor shall

coordinate its work solely through the designated representative.

9.2 **Special Information:** Unless otherwise detailed herein or in the Job Order, Owner shall furnish available any relevant property, boundary, easement, right-of-way, topographic and utility surveys; plans and specifications; and other special data and conditions relevant to the project. Owner makes no warranties or representations as to the accuracy or suitability of information provided to Contractor by Owner or by others.

9.3 **Entry on Land:** Owner shall assist Contractor in gaining entry to Owner's property as necessary for Contractor to perform its services under this Contract.

9.4 **Review of Work:** Owner will review the Work in progress as appropriate. At the completion of the Job Order, Owner (or Owner's Architect/Engineer, if any) shall do a walk through to ensure that the Work is completed in accordance with the Job Order. Owner will notify Contractor in writing of any material error or omission or other defect in the Work or any conflict in the contract documents that Owner becomes aware of, but Owner shall have no obligation or duty to investigate whether such faults, defects, or conflicts exist.

9.6 **Time for Response:** Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of Contractor's services and of the Work.

X. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

10.1 Contractor's acceptance of a Job Order entered into pursuant to this Contract shall constitute Contractor's acknowledgement that Contractor has taken steps reasonably necessary to ascertain the nature and location of the Work for the specific Job Order, and that Contractor has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to:

- a. Conditions bearing upon transportation, disposal, handling, and storage of materials;
- b. The availability of labor, water, electric power, and roads;
- c. Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
- d. The conformation and conditions of the ground; and
- e. The character of equipment and facilities needed preliminary to and during work performance.

10.2 Contractor's acceptance of a Job Order entered into pursuant to this Contract shall constitute Contractor's acknowledgement that Contractor has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Owner, as well as from the drawings and specifications made a part of this Contract.

10.3 **Owner Furnished Utilities:** Owner shall provide, at no cost to Contractor, wet and dry utilities and toilet facilities that are existing and available at each site for Work performed under the Job Order. If utilities and/or toilet facilities are not existing and available, the costs for such shall be included in the Job Order Proposal. It is the responsibility of Contractor to determine the extent to which existing Owner utilities are adequate for the needs of the Job Order.

10.4 **Asbestos Certification Statement:** If required by Owner, Contractor shall provide a certification statement for each Job Order, stating that no asbestos-containing materials or work is included within the scope of the Job Order. If required by Owner, Contractor shall provide, at completion of the Job Order, a notarized affidavit to Owner stating that no asbestos-containing materials or work was provided, installed, furnished or added to the project.

10.5 If required, Owner shall provide a survey in accordance with the Texas Asbestos Health

Protection Rules prior to the commencement date of the Job Order. Contractor shall take whatever measures he deems necessary to ensure that all employees, suppliers, fabricators, material men, subcontractors, or their assigns, comply with this requirement. All materials used on a Job Order shall be certified as non-Asbestos Containing Building Materials (ACBM). Contractor shall insure compliance with the following acts from Contractor and all of Contractor's subcontractors and assigns:

- a. Asbestos Hazard Emergency Response Act (AHERA—40 CFR 763-99 (7));
- b. National Emission Standards for Hazardous Air Pollutants (NESHAP—EPA 40 CFR 61, National Emission Standard for Asbestos;
- c. Texas Asbestos Health Protection Rules (TAHRP—Tex. Admin. Code Title 25, Part 1, Ch. 295C, Asbestos Health Protection

Every subcontractor shall provide a notarized statement that no ACBM has been used, provided, or left on a Job Order. Contractor shall provide, in hard copy and electronic form, all necessary material safety data sheets (MSDS) of all products used in the Job Order to the Texas Department of Health licensed inspector or Owner's architect or engineer, if any, who will compile the information from the MSDS and, finding no asbestos in any of the product, make a certification statement.

10.6 Differing Site Conditions: Contractor shall promptly, and before the conditions are disturbed, give a written notice to Owner of:

- a. Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract, or
- b. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

10.7 Investigation by Owner: Owner shall investigate the site conditions promptly after receiving the notice. If the conditions do materially differ and cause an increase or decrease in Contractor's cost or the time required for performing any part of the Work, an equitable adjustment shall be made and the Job Order modified in writing accordingly.

10.8 Equitable Adjustment: No request by Contractor for an equitable adjustment to the Job Order under this Article shall be allowed unless Contractor has given the written notice required. No request by Contractor for an equitable adjustment to the Job Order for differing site conditions shall be allowed if made after final payment under such Job Order.

XI. INSPECTION OF CONSTRUCTION AND OWNER'S ACCEPTANCE OF WORK

11.1 Contractor Inspection System: Contractor shall maintain an adequate inspection system and perform such inspections as well as ensure that the Work called for conforms to the Job Order. Contractor shall maintain complete inspection records and make them available to Owner. All work is subject to inspection and testing by Owner at all places and at all reasonable times before final acceptance of the Work to ensure strict compliance with the terms of the Contract and the Job Order.

11.2 Owner's Satisfaction: All Work performed under this Contract shall be completed to the satisfaction of Owner's representative assigned to the Job Order. Owner's representative shall decide all questions regarding Contractor's performance under the Contract and Job Order, and such decisions shall be final and conclusive.

11.3 Non-Conformance: Contractor shall, without charge, replace or correct Work found by Owner not to conform to a Job Order's requirements, unless Owner consents, in writing, to accept the Work with an appropriate adjustment in contract price. Contractor shall promptly segregate and remove rejected material from the premises, if required by Owner.

- 11.4 **Failure to Conform:** If Contractor does not promptly replace or correct rejected Work, Owner may:
- a. By contract or otherwise, replace or correct the Work and charge the cost to Contractor, and/or
 - b. Terminate the Contractor for default upon seven (7) days written notice.
- 11.5 **Liability:** Owner's approval or acceptance of Contractor's Work shall not release Contractor from any liability for any defects in the Work.
- 11.6 Owner inspections and tests, if any, are for the sole benefit of Owner and do not:
- a. Relieve Contractor of responsibility for providing adequate quality control measures;
 - b. Relieve Contractor of responsibility for damage to or loss of the material before acceptance;
 - c. Constitute or imply acceptance; or
 - d. Affect the continuing rights of Owner after acceptance of the complete work.
- 11.7 The presence or absence of an inspector does not relieve Contractor from any Contract or Job Order requirement, nor is the inspector authorized to change any term or condition of the Job Order without Owner's written authorization.
- 11.8 Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge to Contractor any additional cost of inspection or test when Work is not ready at the time specified by Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. Owner shall perform all inspections and tests in a manner that will not unnecessarily delay the Work. Special, full size and performance tests shall be performed as described in the Job Order.
- 11.9 If, before acceptance of the entire Work, Owner decides to examine already-completed Work by removing it or tearing it out, Contractor, on request, shall promptly furnish all necessary facilities, labor, and material for this task. If the Work is found to be defective or nonconforming in any material respect due to the fault of Contractor or its Subcontractors, Contractor shall bear the expenses of the examination and of satisfactory reconstruction. However, if the Work is found to meet requirements, Owner shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the Work was thereby delayed, an extension of the period of time for performance.
- 11.10 Substantial Completion means the date on which the Work, or an agreed-upon portion of the Work, is sufficiently complete so that Owner can occupy and use the Work or a portion thereof for its intended purposes. Unless otherwise specified in the Job Order, Owner shall accept, as promptly as practicable after completion and inspection, all Work required by the Job Order or that portion of the Work Owner determines can be accepted separately. Acceptance shall be final and conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or Owner's rights under any warranty or guarantee.
- 11.11 **Use and Possession Prior to Completion:** Owner shall have the right to take possession of or use any completed or partially completed part of the Work. Before taking possession of or using any work, Owner shall furnish Contractor a list of items of work remaining to be performed or corrected on those portions of the Work that Owner intends to take possession of or use. However, failure of Owner to list any item of work shall not relieve Contractor of responsibility for complying with the terms of this Contract or the Job Order. Owner possession or use shall not be deemed an acceptance of any work under this Contract. While Owner has such possession or use, Contractor shall be relieved of the responsibility for the loss of or damage to the Work resulting from Owner's possession or use. If prior possession or use by Owner delays the progress of the Work or causes additional expense to Contractor,

and such expenses or delays are adequately documented and substantiated by Contractor, an equitable adjustment shall be made in the Job Order price and/or the period of performance, and the Job Order shall be modified in writing accordingly.

11.12 Close-Out Documentation: Contractor shall provide the following as part of the close-out documentation:

- a. An electronic file of all documentation specific to every job order project shall be submitted with close-out documents.
- b. All forms below must be included with the final payment documentation of the project, as applicable:
 - 1) Owner's Manual(s)
 - 2) MSDS
 - 3) Submittals (Ex: Paint colors, carpet, equipment, supplies, and etc.)
 - 4) Warranties
 - 5) Conditional Lien Release
 - 6) Copies of all applicable permits, licenses, and/or other regulatory documents.
- c. Contractor shall be required to submit any / all additional documentation that is related to any project upon request by the Director of Maintenance.

XII. PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES AND IMPROVEMENTS; TRAFFIC CONTROL

12.1 Preservation: Contractor shall preserve and protect all structures, equipment and vegetation (such as trees, shrubs, and grass) on or adjacent to the Job Order site, which is not to be removed and which does not unreasonably interfere with the Work required under the Job Order. Contractor shall **only remove trees when specifically authorized by Owner to do so** and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance by the operation of equipment, or by workmen, Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree pruning compound as directed by Owner.

12.2 Existing Improvements: Contractor shall protect from damage all existing improvements and utilities at or near the Job Order site and on adjacent property of third parties, the locations of which are made known to or should be known by Contractor. Contractor shall repair any damage to those facilities, including those that are the property of third parties, resulting from failure to comply with the requirements of this Contract or the Job Order or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, Owner may have the necessary repair work performed and charge the cost to Contractor.

12.3 Traffic Control: Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for each Job Order. Proposed traffic control methods and costs shall be submitted to Owner for approval in Contractor's Job Order Proposal.

XIII. CLEANING UP AND REFUSE DISPOSAL

13.1 Contractor shall at all times keep the Job Order site, including storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of Owner. Upon completing the Work, Contractor shall leave the site in a clean and orderly condition satisfactory to Owner. Contractor shall be responsible and liable for all construction refuse disposal containers and their removal from the site. Disposal of any hazardous materials not addressed and priced in the Job Order will be segregated for disposal by Owner unless Owner requires Contractor to dispose of the materials, in which case, an equitable adjustment in the price will be negotiated and agreed upon. Contractor shall not use Owner's trash containers for any reason.

XIV. WARRANTY OF CONSTRUCTION

14.1 **Warranty:** In addition to any other warranties specified in any Job Orders, Contractor warrants, for the maximum period allowed by law, and except as otherwise specifically provided herein, that Work performed conforms to the Job Order and is free of any defect in equipment, material or design furnished, or workmanship performed by Contractor or any of its subcontractors or suppliers at any tier. The Contractor shall be obligated to repair or replace any defective or non-conforming Work for a period of one (1) year from the date of final acceptance of the Work. If Owner takes possession of any part of the Work before final acceptance, this one (1) year correction period shall continue for a period of one (1) year from the date possession is taken.

14.2 **Non-Conformance:** Contractor shall remedy, at Contractor's sole expense, any failure of the Work to conform to the Job Order, or any construction defect occurring during the warranty period. In addition, the Contractor shall remedy, at Contractor's expense, any damage to Owner's real or personal property, when that damage is the result of:

- a. Contractor's failure to conform to requirements in this Contract or the Job Order; or
- b. Any defect of equipment, material, workmanship, or design furnished by the Contractor.

If Contractor, after notice, fails to proceed promptly and remedy the problem within thirty (30) calendar days or within another period of time which has been agreed to in writing, in compliance with the terms of the warranty, Owner may have the defects corrected and the Contractor and its surety shall be liable for all expenses incurred.

14.3 **Restoration:** Contractor shall restore any work damaged in fulfilling the terms and conditions of this Section. Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement. Owner shall notify Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. If Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, Owner shall have the right to replace, repair, or otherwise remedy the failure, defect or damage at Contractor's expense, and Contractor shall be liable to owner for any damages sustained by Owner as a result of the failure, defect, or damage.

14.4 **Third-Party Warranties:** With respect to all warranties, expressed or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished for Job Orders issued under this Contract, Contractor shall:

- a. Obtain all warranties required by the Job Order;
- b. Require all warranties to be executed, in writing, for the benefit of Owner; and
- c. Enforce all warranties for the benefit of Owner;

14.5 **Warranty Expiration:** In the event Contractor's warranty under paragraph 14.1 of this Article has expired, Owner may bring suit to enforce a subcontractor's, manufacturers, or supplier's warranty.

14.6 **Owner Liability:** Unless a defect is caused by the negligence or intentional act or failure to act of Contractor or subcontractor or supplier at any tier, Contractor shall not be liable for the repair of any defects of material or design furnished by Owner or for the repair of any damage which results from any defect in Owner-furnished material or design. Contractor is not responsible for and does not warranty pre-existing work or facilities that may be assigned to Contractor except as stated in the Job Order.

14.7 This warranty shall not limit Owner's rights under this Contract and/or applicable law with respect to latent defects, gross mistakes, breach of contract or fraud.

XV. PAYMENT

15.1 **Compensation:** Costs for equipment, material, and labor shall be in accordance with the Contract. Owner shall pay Contractor for Work performed on Job Orders authorized by Owner in writing,

subject to allowable additions and deductions. Owner shall pay all unpaid and undisputed amounts due Contractor under this Contract within thirty (30) days of receipt of invoice. If payment is later than forty-five (45) days, interest will be set no higher than six percent (6%) per annum. If Work or any portion thereof has not met the satisfactory approval of Owner's Representative, current and future payments shall not be made until both parties agree that the Work or the portion thereof has been completed in a satisfactory manner or the Work is acceptable. Notwithstanding any provision herein to the contrary, no payment of amounts owed hereunder shall be considered past due or not paid when due except in accordance with Section 2251.021 of the Texas Government Code.

15.2 Progress Payments: If required by the Job Order, Owner shall make progress payments monthly as the Work proceeds, or at more frequent intervals as determined by Owner, on estimates of Work completed submitted by Contractor and approved in writing by Owner. Contractor shall use an acceptable invoice form and shall include supporting documents to reflect a written breakdown of the total price showing the amount included therein for each principal category of the Work, in such detail as requested, to provide a basis for determining progress payments. In the estimation of Work completed, Owner will authorize payment for material delivered on the site and preparatory work done if Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform the Work.

15.3 Application for Payment: With each Application for Payment, Contractor must attach/detail the following information:

- (1) Defective Work not remedied.
- (2) Legal claims filed against Contractor or reasonable evidence indicating probable filing of claims;
- (3) Failure of Contractor to make payments properly to any subcontractor or supplier for material or labor;
- (4) A reasonable doubt that the Job Order can be completed for the unpaid Job Order balance; and
- (5) Damage to another contractor.

15.4 Payment Retention: In the processing of progress payments, Owner shall retain five percent (5%) of the estimated amount until final completion and acceptance of all Work performed under the Job Order. Retention applicable to each Job Order shall be released within thirty (30) days after final completion of the Job Order and acceptance of the Work under the Job Order.

15.5 Liquidated Damages: Contractor is expected to complete each Job Order on a timely basis. Liquidated damages may be assessed at Owner's option for Contractor's failure to timely complete each Job Order and/or phase of the scope of work detailed in a Job Order. Owner may withhold as liquidated damages or require Contractor to pay a "per day" amount, to be set forth in the Job Order, as liquidated damages for any Work not completed by the completion day set forth in the Job Order. These liquidated damages are not a penalty but are compensation to Owner for additional expenses incurred and inconvenience caused by Contractor's failure to allow Owner to receive the premises at the designated time of completion.

XVI. TERMINATION FOR CONVENIENCE OF OWNER

16.1 Termination: Owner may, with or without cause, terminate performance of the Work under this Contract or any Job Order in whole or, from time to time, in part, if Owner determines that termination is in Owner's interest. Owner shall affect such termination by delivering to Contractor a Notice of Termination specifying the extent of termination and the effective date.

16.2 After receipt of a Notice of Termination, and except as directed by Owner, Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this Article:

- a. Stop work as specified in the notice;
- b. Place no further subcontracts or orders (referred to as subcontracts in this Article) for materials, services or facilities, except as necessary to complete any Work not terminated;
- c. Assign to Owner, as directed by Owner, all right, title, and interest of Contractor under the subcontracts to the extent they relate to the Work terminated, in which case Owner shall have the right to settle or to pay any termination settlement proposal arising out of those terminations, or with approval or ratification to the extent required by Owner, Contractor shall settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the approval or ratification of which will be final for purposes of this Section;
- d. As directed by Owner, transfer title and deliver to Owner:
 - i. The fabricated or un-fabricated parts, Work in process, completed Work, supplies, and other material produced or acquired for the Work terminated, and
 - ii. The completed or partially completed plans, drawings, information, and other property that, if the Contract and/or Job Order had been completed, would be required to be furnished to Owner;
- e. Complete performance of the Work not terminated;
- f. Take any action that may be necessary, or that Owner may direct, for the protection and preservation of the property related to this Contract and/or the Job Order that is in the possession of Contractor and in which Owner has or may acquire an interest;
- g. Use its best efforts to sell, as directed or authorized by Owner, any property of the types referred to in paragraph 16.2(c) above; provided, however, that Contractor is not required to extend credit to any purchaser and may acquire the property under the conditions prescribed by, and at prices approved by, Owner. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Owner under the Contract and/or Job Order, credited to the price or cost of the Work, or paid in any other manner directed by Owner.

XVII. DEFAULT

17.1 Termination of Right to Proceed: If Owner determines that Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Job Order, or fails to complete the Work within this time, Owner may terminate the Contractor's right to proceed with the Work (or separable part of the Work), upon seven (7) calendar days' written notice to the Contractor. In this event, Owner may take over the Work and complete it by contract or otherwise and may take possession of and use any materials, appliances, and plant on the site necessary for completing the Work.

Contractor's right to proceed shall not be terminated under this Section, if:

- a. The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of Contractor. Examples of such causes include:
 - i. acts of God or of the public enemy,
 - ii. acts of Owner in its contractual capacity,
 - iii. acts of another Contractor in the performance of a written Contract with Owner,
 - iv. fires,

- v. floods,
 - vi. epidemics,
 - vii. quarantine restrictions,
 - viii. strikes,
 - ix. freight embargoes, or
 - x. unusually severe weather
- b. Contractor, within seven (7) calendar days from the beginning of any such delay (unless extended by Owner), shall notify Owner in writing of the causes of delay. Owner shall ascertain the facts and the extent of delay. If, in the judgment of Owner, the findings of fact warrant such action, the time for completing the Work under the Job Order shall be extended.

If, after termination of Contractor's right to proceed, it is determined that Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Owner. The rights and remedies of Owner in this Article are in addition to any other rights and remedies provided by law or under this Contract.

17.2 Termination for Default: In the event Contractor fails to carry out or comply with any of the terms and conditions of this Contract or any Job Order, Owner may notify Contractor of such failure or default in writing and demand that the failure or default be remedied within seven (7) calendar days; in the event Contractor fails to remedy such failure or default within seven (7) day period, Owner shall have the right to terminate this Contract and/or any Job Order. Without limiting the foregoing, the following shall constitute a material breach by Contractor, upon the occurrence of which Contractor shall immediately notify Owner: Contractor: (i) ceases its business operations; (ii) makes a general assignment for the benefit of creditors; (iii) is adjudged bankrupt; or (iv) becomes insolvent.

17.3 Effect of Termination: Termination of this Contract or any Job Order under any circumstances whatsoever shall not affect or relieve Contractor from any obligation or liability that may have been incurred or will be incurred, and such termination by Owner shall not limit any other right or remedy available to Owner at law or in equity.

XVIII. CANCELLATION FOR CONFLICT OF INTEREST

18.1 Pursuant to applicable law, Owner may cancel this Contract, without penalty or further obligation to Contractor, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the Owner was at any time while this Contract or extension of this Contract is in effect, an employee or agent of any other party to this Contract in any capacity or consultant to any other party of this Contract. A cancellation made pursuant to this provision shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

XIX. INSURANCE

19.1 Contractor shall purchase and maintain in effect during the term of this Contract insurance of the types and with minimum limits of liability as stated below. Such insurance shall protect Contractor from claims which may arise out of or result from Contractor's operations whether such operations are performed by Contractor or by any subcontractor or by anyone for whose acts any of them may be liable.

- a. **WORKERS' COMPENSATION INSURANCE** providing statutory benefits in accordance with the laws of the State of Texas or any federal statutes as may be applicable to the Work being performed under this Contract.

- b. EMPLOYER'S LIABILITY INSURANCE with limits of liability not less than:

\$1,000,000	Each Accident
\$1,000,000	Policy Limits
\$1,000,000	Each Employee

- c. COMMERCIAL GENERAL LIABILITY INSURANCE including products/Completed Operations and Contractual Liability with limits of liability not less than:

Occurrence / Personal Injury / Advertising /	
\$1,000,000 CSL	Products / Completed Operations
\$2,000,000 CSL	Annual Aggregate
\$2,000,000 CSL	Products Aggregate
\$1,000,000 CSL	Fire, Lightning or Explosion
\$5,000 Per Person	Medical Expense

- d. AUTOMOBILE LIABILITY INSURANCE covering all owned, hired and non- owned motor vehicles used in connection with the Work being performed under this Contract with limits of liability not less than:

\$1,000,000	Bodily Injury / Property Damage
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19.2 Such insurance as is provided herein shall be primary and non-contributing with any other valid and collectible insurance available to Owner.

19.3 All policies providing Contractor's insurance as required in paragraph 19.1 above shall be endorsed to provide the following:

- a. Ninety (90) days written notice of cancellation or non-renewal given to Owner at the address designated in Section 23.
- b. Owner be named as Additional Insured on all policies except Workers Compensation (Prohibited by Law).
- c. Waiver of Subrogation added by endorsement on all policies.

19.4 The limits of liability as required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. In no event, however, shall the total limits of liability available for any one occurrence or accident be less than the amount(s) required above.

19.5 Proof of compliance with these insurance requirements shall be furnished to Owner in the form of an original certificate of insurance signed by an authorized representative or agent of the insurance company(ies) within ten (10) days of execution of this Contract. Renewal or replacement certificates shall be furnished to Owner not less than twenty-one (21) days prior to the expiration or termination date of the applicable policy(ies). If Contractor fails to maintain the required amounts of insurance or allows the policies to lapse or expire during the term of the Contract, Owner may purchase said insurance and deduct the cost of obtaining the insurance from Contractor's contract sum.

19.6 Contractor shall require any and all subcontractors performing Work under this Contract to carry insurance of the types and with limits of liability as Contractor shall deem appropriate and adequate for the Work being performed. Contractor shall obtain and make available for inspection by Owner upon request current certificates of insurance evidencing insurance coverage carried by such subcontractors.

19.7 Mail the original certificate of insurance to:

Julie Carson
Harris Cty Dept of Education
6005 Westview
Houston, Texas 77055

XX. CHANGES

20.1 Owner may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the Work within the general scope of a Job Order, including changes:

- a. In the specifications (including drawings and designs);
- b. In Owner-furnished facilities, equipment, materials, services, or site; or
- c. Directing acceleration in the performance of the Work, or otherwise altering the schedule for performance of the Work.

20.2 Any other written order (which, as used in this paragraph, includes direction, instruction, interpretation, or determination) from Owner that causes a change shall be treated as a change order under this Article; provided, that Contractor gives Owner timely written notice stating the date, circumstances, and source of the order and that Contractor regards the order as a change order.

20.3 Except as provided in this Article, no order, statement, or conduct of Owner shall be treated as a change under this Article or entitle Contractor to an equitable adjustment hereunder.

20.4 Contractor must submit any proposal under this Article within thirty (30) calendar days after:

- a. Receipt of a written change order under Paragraph 20.1 above or;
- b. The furnishing of a written notice under Paragraph 20.2 above,

by submitting to Owner, a written statement describing the general nature and amount of the proposal, unless this period is extended by Owner. The statement of proposal for adjustment may be included in the notice under Paragraph 20.2 above.

20.5 No proposal by Contractor for an equitable adjustment shall be allowed if asserted after final payment under the Job Order.

XXI. PAYMENT AND PERFORMANCE BONDS

21.1 Payment Bond:

Contractor shall furnish a Payment Bond in the amount equal to one hundred percent (100%) of the contract amount if the Job Order is in excess of \$25,000.

21.2 Performance Bond:

Contractor shall furnish a Performance Bond in the amount equal to one hundred percent (100%) of the Job Order amount if the Job Order is in excess of \$100,000.00. The bonds must be executed by a corporate surety authorized to do business in Texas and licensed in Texas to issue surety bonds, and must be executed by a surety company that is authorized and admitted to write surety bonds in Texas. If the amount of the bond exceeds \$100,000.00, the surety must:

- (a) Hold a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety on

obligations permitted or required under federal law; or

- (b) Have obtained reinsurance for any liability in excess of \$100,000.00 from a reinsurer that is authorized and admitted as a reinsurer in Texas and is the holder of a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law.

21.3 The Performance and/or Payment Bonds must be submitted to Owner before commencement of any work. The bonds must be made payable to Owner.

XXII. PREVAILING WAGE RATES

22.1 Contractor shall comply with, and ensure each subcontractor complies with, all applicable laws regarding prevailing wage rates, including, but not limited to, Chapter 2258 of the Texas Government Code and any related federal requirements applicable to a Job Order. Contractor and all subcontractors shall comply with all state and federal laws including, but not limited to, laws of labor, minimum wage, safety, and equal employment opportunity. Contractor and all subcontractors must pay not less than the general prevailing wage rate plus any applicable fringe benefits. Contractor shall pay not less than the wage scale of the various classes of labor as detailed in the prevailing wage schedule detailed in Attachment B.

XXIII. MISCELLANEOUS PROVISIONS

23.1 **Independent Contractor:** Contractor acknowledges that it is engaged as an independent contractor and that Owner shall have no responsibility to provide Contractor or its employees with transportation, insurance or other fringe benefits normally associated with employee status. Contractor is responsible for all income taxes required by applicable law. It is the intention of the parties that Contractor is independent of Owner and is not an employee, agent, joint venture, or partner of Owner. Contractor acknowledges that Owner has no responsibility for any conduct of any Contractor's employees, agents, representatives, contractors, or subcontractors.

23.2 **Confidentiality:** Contractor shall treat any information supplied by Owner or information pertaining to Owner as confidential and shall not disclose any such information to others except as necessary for the performance of this Contract or a Job Order or as authorized by Owner in writing or except when required by law.

23.3 **Successors and Assigns:** Owner and Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to the terms and conditions of this Contract. This Contract is a personal service contract for the services of Contractor, and Contractor's interest in this Contract, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party without written consent of Owner. The benefits and burdens of this Contract are, however, assignable by Owner.

23.4 **Loss of Funding:** Performance by Owner under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Owner's Board of Trustees. If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then Owner shall issue written notice to Contractor and Owner may terminate this Contract without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Owner. The parties agree that this Contract and any Job Order issued by Owner are commitments of Owner's current revenue only. Every payment obligation of Owner under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract or any Job Order, this Contract or any Job Order may be terminated by Owner at the end of the period for which funds are available.

23.5 **Open Records:** Contractor acknowledges that Owner is subject to the Texas Public Information

Act, and Contractor waives any claim against and releases from liability Owner, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by Contractor or Owner and determined by Owner, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

23.6 Franchise Tax Certification: A corporate or limited liability company Contractor certifies that it is not currently delinquent in the payment of any franchise taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

23.7 Taxes: Owner is tax exempt, and Contractor shall avail itself of all tax exemptions applicable to Contractor's work or expenses. Owner shall provide a tax exemption certificate to Contractor upon Contractor's request. Owner shall not be liable for any taxes resulting from this Contract, except where otherwise required by law.

23.8 Captions: The captions of paragraphs in this Contract are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

23.9 Severability: Should any provisions(s) of this Contract be held invalid or unenforceable in any respect, that provision shall not affect any other provisions, and this Contract shall be construed as if the invalid or unenforceable provision(s) had not been included.

23.10 Waivers: No delay or omission by either party in exercising any right or power provided under the provisions of this Contract shall impair any such right or power or be construed to be a waiver of the right or power. A written waiver granted by either of the parties of any provision of this Contract shall not be construed as a future waiver of that provision or a waiver of any other provision of the Contract.

23.11 Force Majeure: No party shall be liable or responsible to the other for any loss or damage or for any delays or failure to perform under this Contract due to causes beyond its reasonable control, including, but not limited to, acts of God, employee strikes, epidemics, war, riots, flood, fire, sabotage, terrorist acts or any other circumstances of like character.

23.12 Governing Law and Venue: This Contract shall be construed, interpreted and applied in accordance with the laws of the State of Texas without regard for choice of law principles. All obligations of the parties created hereunder are enforceable in Houston, Harris County, Texas, which shall be the exclusive venue for any dispute hereunder.

23.13 Entire Contract: This Contract, as defined herein, constitutes the sole and only agreement between the parties with respect to the services contracted for and supersedes any prior understandings, written or oral. No modification, alteration or waiver of this Contract or any of its provisions shall be effective unless in writing and signed by both parties. No course of prior dealings, no usage of trade, and no course of performance shall be used to modify, supplement or explain any terms used in this Contract.

23.14 Financial Interest: By signature hereon, Contractor certifies that no member of Owner's Board of Trustees has a financial interest, directly or indirectly, in the transaction that is the subject of this Contract.

23.15 Authority to Act: If Contractor is a corporation or a limited liability company, Contractor warrants, represents, and agrees that (1) it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization; (2) it is duly authorized and in good standing to conduct business in the State of Texas; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (4) the individual executing this Contract on behalf of Contractor has been duly authorized to act for and bind Contractor.

23.16 **Records:** Records of expenses pertaining to additional services, services performed on the basis of a Worker Wage Rate or Monthly Salary Rate, or reimbursable expense, if allowed, shall be kept on the basis of generally accepted accounting principles and in accordance with cost accounting standards promulgated by the Federal Office of Management and Budget Cost Accounting Standards Board and shall be available for audit by Owner or Owner's authorized representative on reasonable notice.

23.17 **Illegal Dumping:** Contractor shall ensure that it and all of its subcontractors prevent illegal dumping of litter in accordance with Title 5, Texas Health and Safety Code, Chapter 365.

23.18 **Interpretation:** Contractor agrees that the normal rules of construction that require that any ambiguities in the Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract or any Job Order.

23.19 **Modification:** This Contract may only be modified by a written instrument executed by the parties to be incorporated into this Contract.

23.20 **Assignment:** Contractor may not assign this Contract or any of its rights, duties or obligations hereunder without the prior written approval of Owner. Any attempted assignment of this Contract by Contractor shall be null and void. Any Job Order made as a result of this Contract may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Contractor without the prior written approval of Owner.

23.21 **Immunity:** Nothing in this Contract will be construed to waive, modify, or amend any legal defense available to Owner or any of Owner's past or present trustees, officers, agents, or employees, including, without limitation, governmental immunity from suit as provided by law.

XXIV. NOTICES

24.1 All notices, consents, approvals, demands, requests or other binding communications under this Contract shall be in writing. Written notice may deliver in person to the designated representative of the Contractor or Owner; mailed by U. S. mail to the last known business address of the designated representative; or transmitted by fax machine to the last known business fax number of the designated representative. Mail notices are deemed effective three business days after the date of mailing. Fax notices are deemed effective the next business day after faxing.

24.2 The initially designated representatives of the parties for receipt of notices are as follows. Either party may change their designated representative for receipt of notices by written notice.

24.2.1 If to OWNER: Harris County Dept of Education
6300 Irvington Blvd
Houston, Texas 77022

24.2.2 With Copies to:

24.2.3 If to Contractor: Facilities Sources _____ (Company Name)
13124 Player St Address)
Houston, Texas 77045 (City, State, Zip Code)
Joe Carreon (Contact Person)
713-696-8211 (Fax)

XXV. OTHER CONTRACTS

25.1 Owner may undertake or award other contracts for additional work at or near the site of Work under this Contract or a Job Order. Contractor shall fully cooperate with the other contractors and with

Owner's employees and shall carefully adapt scheduling and performing the Work under this Contract to accommodate the additional work, heeding any direction that may be provided by Owner. Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Owner's employees.

25.2 Owner may award or enter into other contracts in its sole discretion, and nothing in this Contract may be construed to imply that Contractor has the exclusive right to provide job order contracting services to Owner.

XXVI. INDEMNIFICATION

26.1 CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER, ITS AGENTS, EMPLOYEES, TRUSTEES AND OTHER OFFICERS FROM ANY AND ALL CLAIMS, LIABILITY, COSTS, SUITE OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES, OR DAMAGES ASSERTED AGAINST IT BY REASON OF THE INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, ITS AGENTS, SERVANTS, SUBCONTRACTORS, AND EMPLOYEES IN THE PERFORMANCE OF THE CONTRACT.

XXVII. CONTRACT ORDER OF PRECEDENCE

27.1 In the event of an inconsistency between provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- a. Contract Modifications, if any;
- b. this Contract, including exhibits;
- c. Job Orders;
- d. Drawings;
- e. Specifications;
- f. The contract documents for Choice Partners Contract # 16/054JN-04, including any addenda thereto;
- g. Contractor's proposal submitted in response to the solicitation for Choice Partners Contract #16/054JN-04.

XXVIII. PARTY ANTITRUST VIOLATIONS

28.1 Contractor assigns to Owner any claim for overcharges, resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Contractor toward fulfillment of this Contract.

XXIX. AUDIT OF RECORDS

29.1 Pursuant to applicable laws, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books, documents and other records ("records") relating to this Contract for a period of five (5) years after completion of this Contract or any Job Order issued hereunder. This includes all books and other evidence bearing on Contractor's costs and expenses under this Contract or the Job Order. All records shall be subject to inspection and audit by the Owner at reasonable times, without cost to Owner. Upon request, Contractor shall produce the original of any or all such records. If approved by Owner, photographs, microphotographs or any authentic reproductions may be maintained instead of original records and documents. If an audit or a compliance review has been announced,

Contractor shall retain its records and accounts until such audit or compliance review has been completed.

IN WITNESS WHEREOF, Owner and Contractor have executed and delivered this Contract effective as of the date identified above.

OWNER Harris County Department of Education

By:

Name: _____
Title: _____

Date

CONTRACTOR Facilities Sources

By:

Wayne E. Bryant
Name: WAYNE E. BRYANT
Title: PROJECT MANAGER

12/12/18
Date

ATTACHMENT A

JOB ORDER

This Job Order is subject to all terms and conditions of the Master Contract ("Master Contract") between Harris County Department of Education (Owner) and Facilities Sources (Job Order Contractor) dated December 11th, 2018, and shall become part of the Contract upon execution by Owner. Any amendment or modification of this Job Order must be in writing and signed by both parties.

1. **Agreed Work.** The agreed Work shall include:

Facilities Sources will provide all labor, material and equipment to furnish and install Cat 6e data cable, J hooks, cable tray, back boards, latter racks and patch panels per plan E202, dated March 3rd, 2017 and word document with room numbers and quantities of cable provided by HCDE. Submittals will be provided for all materials prior to purchase and install. See quote dated December 10th, 2018 for full "Scope of Work"

If applicable, any additional agreed Work, technical specifications, and/or drawings shall be as set forth and listed in the Job Order Proposal attached hereto as Exhibit 1.

2. **Deadline for Performance.** Job Order Contractor shall complete performance of the Work specified herein on or before December 31st, 2019. The parties agree that the "per day" amount for Liquidated Damages, as defined in Master Contract, shall be n/a. The Date of Commencement is: [select one] January 17th, 2019 the date on which both parties duly execute this Job Order or n/a will be fixed in a Notice to Proceed issued by the Owner.
3. **Place of Performance.** Contractor shall perform the Work specified herein at the following location(s)
_____ Baytown HeadStart
4. **Agreed Total Price.** The parties hereby agree that the Total Price for all Work under this Job Order is \$69,992.67, as specified in the Job Order Proposal attached hereto as Exhibit 1.
5. **Owner's Authorized Representative.** Owner's authorized representative for acceptance of any completed Work under this Job Order is: Joe Carreon/ Construction Director.

AUTHORIZED AND ACCEPTED:

JOB ORDER CONTRACTOR/Facilities Sources

By: Wayne E. Bryant

Date: 12/12/18

Name: WAYNE BRYANT

Title: PROJECT MANAGER

OWNER/HARRIS COUNTY DEPARTMENT OF EDUCATION

By: _____

Date: _____

Name: _____

Title: _____



**FACILITIES
SOURCES**



December 10, 2018
Ltr. No.: 018-1657-GR

Joe Carreon
Director of Construction Facilities Support Services
Harris County Department of Education
6300 Irvington
Houston, Texas 77022

Contract No. 16/054JN-04 Harris County Department of Education
Subject: Job Order Proposal for **RFP TO-101-87-22515R1**

Project Location: Baytown Headstart HCDE
Project Title: **Install Data Cables**

Dear Mr. Carreon,

Enclosed is our firm fixed price proposal for the above subject RFP. The proposal scope of work is per site visit on November 14, 2018 and plan drawing E202 provided, dated March 3, 2017. The plan drawing indicates data outlet locations, quantity of data cable, cable trays and support system to be installed. See attached detail scope for additional information and qualifications. This proposal was prepared using RS Means Facilities Cost Data 2018. See detailed estimate attached.

The proposed price prior to bonding is:	\$ 68,285.53
The reimbursable bond cost is:	<u>\$ 1,707.14</u>
The Grand Total Fixed Price is:	\$69,992.67

Material and Equipment is	\$ 14,113.93
Labor w/O&P is	\$ 55,878.74

The proposed project duration is 45 days after funding approval and access is granted.

Please direct any questions to Wayne Bryant at (713) 337-5721.
This proposal is good for 30 days from the above date.

Sincerely,

Wayne Bryant
Project General Manager

Attachments: RS Means estimate and scope

Notice to Proceed (NTP) Approved by: _____ Date: _____

Dura Pier Facilities Services, LTD 13124 Player St. Houston, Texas 77045
Phone: (713) 337-5700 Fax: (713) 721-3788



December 10, 2018

SCOPE OF WORK

LOCATION: Baytown Headstart - Harris County Department of Education
PROJECT NAME: **Install New Data Cables**
RFP: TO-101-87-22515R1

Project Summary:

Facilities Sources (FS) will provide all labor, material and equipment to furnish and install Cat 6e data cable, J hooks, cable tray, back boards, latter racks and patch panels per plan E202, dated March 3, 2017 and word document with room numbers and quantities of cable provided by HCDE. Submittals will be provided for all materials prior to purchase and install. The detailed scope is as follows:

Detailed Scope Includes:

1. HCDE to provide interface with General Contractor (GC) related to new building work crews, accessibility, parking, use of restrooms, dumpsters and any other concerns the GC may have while FS subcontractor is on site.
2. Prior to start of work FS will meet with HCDE IT representatives on site, to clarify cable system layout, cable tray layout and data cable installation expectations.
3. Furnish and install cable tray, supports and J-hooks needed for all data cable leaving the MDF to various data outlets throughout the building to include six wireless access points.
4. Furnish and install Cat 6e UTP data cable to approximately 85 data outlets. Each data outlet, indicated on the plans, will have two data cables and one stainless steel double port cover plate. Data cable will be installed per word document provided by HCDE indicating Room # and quantities per room. As indicated, the total is approximately 170 cables in outlet boxes and 12 data cables for 6 wireless access points.
5. Furnish and install one each 4' x 8' x 3/4" fire retardant plywood telephone back boards. Exact location will be coordinated with HCDE.
6. Furnish and install ladder rack and patch panels. Exact type and placement will be coordinated with HCDE.
7. Furnish and install grounding per NEC for MDF, latter rack and cable tray.
8. Furnish and install terminations (RJ45 connectors) at patch panel.
9. Label each cable per HCDE example provided.



10. Provide test report indicating each data cable has been checked for continuity.
11. Clean area of work and allow time for customer inspection.

Qualifications:

1. No removal or handling of any hazardous materials is included in this proposal.
2. All work will be performed per local, State and National building codes.
3. All new materials and labor is warranted for 1 year unless otherwise agreed upon.
4. All work to take place during normal hours M-F.
5. Certified payrolls will be furnished for this project as per HCDE Headstart requirements.
6. No IT equipment of any type, to include UPS systems, servers, patch cables, main distribution frame or switches will be provided. We are providing only, new cable, cable trays, j-hooks, terminations, cover plates, latter rack and patch panels as per plans.
7. No fiber optics cable, equipment or labor of any type is included in this scope.
8. No fire alarm devices, boxes or conduit is included in this scope. It is assumed all support needed for HCDE fire alarm contractor will be provided by the building GC.
9. All data outlet boxes are provided and installed by the GC. FS is not responsible for location of the data outlet boxes. HCDE should confirm data outlet box locations are per plans, prior to cable install.
10. No electrical work of any type is included in this proposal. All electrical work is provided by the GC.
11. No cost is included for porta cans or dumpsters. We assume the GC will allow use of their restroom facilities, dumpsters and parking area.



Estimator: Wayne Bryant

HCDE Data Cabling Baytown Headstart

Totalling Components

Price Line Items	\$80,677.61	Total Construction Cost	\$88,285.53
RSMeans HOUSTON, TX CCI 2018Q4, 92.00%	\$16,454.21	Payment and or Performance Bond (2.5000%)	\$1,707.14
Choice Partners Coefficient (-8.0000%)	\$15,937.87	Builders Risk Insurance ()	
		Estimate Grand Total	\$69,992.67

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	\$14,021.42
Labor:	\$66,019.30
Equipment:	\$636.90
Other:	\$10.01
Laborhours:	625.45
Green Line Items:	\$0.00

Grand Total

\$69,992.67

Final Estimate

Estimator: Gary Ridgway HCDE Data Cabling Baytown Headstart

Item	Description	UM	Quantity	Unit Cost	Total	Book
1	01-31-13-20-0160 Field personnel, general purpose laborer, average	Week	2.0000	\$2,575.00	\$5,150.00	RSM18eFAC L, O&P
2	01-31-13-20-0260 Field personnel, superintendent, average	Week	2.0000	\$3,675.00	\$7,350.00	RSM18eFAC L, O&P
3	01-54-33-40-0020-4 Rent per month for general equipment rental, without operators, aerial lift, scissor type, electric, to 20' high, 1200 lb. capacity	Ea.	1.0000	\$511.50	\$511.50	RSM18eFAC E, O&P
4	01-54-36-50-1300 Mobilization, up to 25 mile haul distance, 50 miles round trip for mobilization or demobilization crew, equipment hauled on towed trailer, 3-ton capacity	Ea.	2.0000	\$305.00	\$610.00	RSM18eFAC L, E, O&P
5	03-82-16-10-0500 Concrete impact drilling, including bit cost, layout and set-up time, excluding anchors, up to 4" deep in concrete or brick floors or walls, holes, 3/4" diameter Grounding Rod concrete drilling	Ea.	1.0000	\$14.80	\$14.80	RSM18eFAC M, L, O&P
6	03-82-16-10-0500-0550 Concrete impact drilling, for each additional inch of depth in same hole, add (Modified using 03-82-16-10-0550)	Ea.	2.0000	\$3.03	\$6.06	RSM18eFAC M, L, O&P
7	06-16-36-10-9000 Sheathing, minimum labor/equipment charge Used to furnish and install fire retardant plywood in MDF	Job	1.0000	\$330.00	\$330.00	RSM18eFAC L, O&P
8	07-84-13-10-0110 Firestopping, metallic piping, non insulated, through walls, 2" diameter	Ea.	15.0000	\$45.00	\$675.00	RSM18eFAC M, L, O&P
9	07-84-13-10-0120 Firestopping, metallic piping, non insulated, through walls, 4" diameter	Ea.	4.0000	\$54.00	\$216.00	RSM18eFAC M, L, O&P
10	26-05-19-35-2000 Cable terminations, crimp 1 hole lugs, copper or aluminum, 600 volt, #4	Ea.	1.0000	\$30.00	\$30.00	RSM18eFAC M, L, O&P
11	26-05-26-80-0040 Grounding, rod, copper clad, 8' long, 5/8" diameter	Ea.	1.0000	\$155.00	\$155.00	RSM18eFAC M, L, O&P
12	26-05-26-80-0240 Grounding, clamp, bronze, 5/8" diameter	Ea.	2.0000	\$28.00	\$56.00	RSM18eFAC M, L, O&P
13	26-05-26-80-0450 Grounding, wire ground, bare copper wire, stranded, #4	C.L.F.	0.5000	\$183.00	\$91.50	RSM18eFAC M, L, O&P
14	26-05-36-30-2030 Cable tray trough, to 10' elevation, including fittings and supports, aluminum, tray, L.F. vented, 18" wide Actual tray width/depth may vary.	Ea.	52.0000	\$40.50	\$2,106.00	RSM18eFAC M, L, O&P
15	26-05-36-30-2110 Cable tray trough, to 10' elevation, aluminum, elbow horizontal, 90°, 12" radius, 18" wide	Ea.	2.0000	\$395.00	\$790.00	RSM18eFAC M, L, O&P
16	27-05-29-10-0110 Cable support, J-hook, single tier, single sided, 1" diameter	Ea.	130.0000	\$12.60	\$1,638.00	RSM18eFAC M, L, O&P
17	27-05-29-10-0120 Cable support, J-hook, single tier, single sided, 1-1/2" diameter	Ea.	90.0000	\$13.25	\$1,192.50	RSM18eFAC M, L, O&P
18	27-05-29-10-0130 Cable support, J-hook, single tier, single sided, 2" diameter	Ea.	40.0000	\$13.90	\$556.00	RSM18eFAC M, L, O&P
19	27-05-29-10-0140 Cable support, J-hook, single tier, single sided, 4" diameter	Ea.	40.0000	\$16.70	\$668.00	RSM18eFAC M, L, O&P

Final Estimate

Estimator: Gary Ridgway

HCDE Data Cabling Baytown Headstart

Item	Description	UM	Quantity	Unit Cost	Total	Book
20	27-05-29-10-0330 Cable support, J-hook, double tier, single sided, 2" diameter	Ea.	40.0000	\$23.50	\$940.00	RSM18eFAC M, L O&P
21	27-05-29-10-0340 Cable support, J-hook, double tier, single sided, 4" diameter	Ea.	40.0000	\$27.50	\$1,100.00	RSM18eFAC M, L O&P
22	27-11-19-10-2960 Termination blocks and patch panels, patch panel, RJ-45/110 type, 24 ports	Ea.	9.0000	\$460.00	\$4,140.00	RSM18eFAC M, L O&P
23	27-11-19-10-3100 Termination blocks and patch panels, patch panel, RJ-45/110 type, punch down termination per port	Ea.	170.0000	\$6.70	\$1,139.00	RSM18eFAC L O&P
24	27-15-13-13-7244 Communication cables and fittings, high performance unshielded twisted pair (UTP), cable, category 6, #24, 4 pair stranded, PVC jacket	C.L.F.	300.0000	\$118.00	\$35,400.00	RSM18eFAC M, L O&P
25	27-15-13-13-7326 Communication cables and fittings, high performance unshielded twisted pair (UTP), jack, shielded RJ-45, category 6	Ea.	340.0000	\$19.65	\$6,681.00	RSM18eFAC M, L O&P
26	27-15-43-13-0140 Communication outlets, excluding voice or data devices, voice or data outlets, two jack openings	Ea.	170.0000	\$17.50	\$2,975.00	RSM18eFAC M, L O&P
27	27-15-43-13-1140 Communication outlets, excluding voice or data devices, voice or data wall plate, stainless steel, 1 gang, 2-port	Ea.	85.0000	\$17.65	\$1,500.25	RSM18eFAC M, L O&P
28	ELEC Electricians - 2018 RSMeans Facilities Bare Rate Used to cover cost of testing and labeling cables, not in RS Means Assumed 2 elect 8hrs / 5 days	Hour	80.0000	\$58.20	\$4,656.00	Trades L B

Estimate Grand Total

69,992.67

Prevailing Wage Rate Determination Information

The following information is from Chapter 2258 Texas Government Code:

2258.021. Right to be Paid Prevailing Wage Rates.

- (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:
 - (1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and
 - (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.
- (b) Subsection (a) does not apply to maintenance work.
- (c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

2258.023. Prevailing Wage Rates to be Paid by Contractor and Subcontractor; Penalty.

- (a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.
- (b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.
- (c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.
- (d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.
- (e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

2258.051. Duty of Public Body to Hear Complaints and Withhold Payment.

A public body awarding a contract, and an agent or officer of the public body, shall:

- (1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and
- (2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Prevailing Wage Rates - School Construction Trades

March 1, 2016
Texas Gulf Coast Area

Classification	Hourly Rate
Asbestos Worker	\$15.42
Bricklayers; Masons	\$18.34
Carpenters/Caseworker	\$21.50
Carpet Layers/Floor Installers	\$20.03
Concrete Finishers	\$16.13
Data Comm / Telecom Installer	\$23.50
Drywall Installers; Ceiling Installers	\$16.69
Electricians	\$22.44
Elevator Mechanics	\$30.00
Fire Proofing Installer	\$19.13
Glaziers	\$19.87
Heavy Equipment Operators	\$18.18
Insulators	\$16.16
Ironworkers	\$18.14
Laborers, General	\$11.81
Lather / Plasterer	\$18.03
Light Equipment Operators	\$15.21
Metal Building Assemblers	\$17.53
Millwrights	\$20.69
Painters/Wall Covering Installers	\$15.75
Pipefitters	\$25.70
Plumbers	\$26.50
Roofers	\$18.80
Sheet Metal Workers	\$20.46
Sprinkler Fitters	\$25.10
Steel Erector	\$19.33
Terrazzo Workers	\$19.67
Tile Setters	\$19.83
Waterproofers/Caulkers	\$19.00

This document was developed by PBK Architects, Inc., in strict accordance with the Texas Government Code, Chapter 2258.

Prevailing Wage Rates Worker Classification Definition Sheet

Asbestos Worker	Worker who removes & disposes of asbestos materials.
Bricklayers/Masons	Craftsman who works with masonry products, stone, brick, block or any material substituting for those materials & accessories.
Carpenter / Caseworker	Worker who builds wood structures or structures of any material which has replaced wood. Includes rough & finish carpentry, hardware and trim.
Carpet Layer / Floor Installer	Worker who installs carpets and/or floor coverings-vinyl tile.
Concrete Finisher	Worker who floats, trowels and finishes concrete.
Data Comm / Telecom Installer	Worker who installs data/telephone & television cable and associated equipment and accessories.
Drywall / Ceiling Installer	Worker who installs metal framed walls & ceilings, drywall coverings, ceiling grids & ceilings.
Electrician	Skilled craftsman who installs or repairs electrical wiring & devices. Includes fire alarm systems & HVAC electrical controls.
Elevator Mechanic	Craftsman skilled in the installation & maintenance of elevators.
Fire Proofing Installer	Worker who sprays or applies fire proofing materials.
Glazier	Worker who installs glass, glazing and glass framing.
Heavy Equipment Operator	Includes, but not limited to, all Cat tractors, all derrick-powered, all power operated cranes, back-hoe, back-filler, power operated shovel, winch truck, all trenching machines.
Insulator	Worker who applies, sprays or installs insulation.
Iron Worker	Skilled craftsman who erects structural steel framing & installs structural concrete Rebar.
Laborer / Helper	Worker qualified for only unskilled or semi-skilled work. Lifting, carrying materials & tools, hauling, digging, clean-up.
Lather / Plasterer	Worker who installs metal framing & lath. Worker who applies plaster to lathing and installs associated accessories.
Light Equipment Operator	Includes, but not limited to, air compressors, truck crane driver, flex plane, building elevator, form grader, concrete mixer (less than 14cf), conveyor.
Metal Building Assembler	Worker who assembles pre-made metal buildings.
Millwright	Mechanic specializing in the installation of heavy machinery, conveyance, wrenches, dock levelers, hydraulic lifts & align pumps.
Painter / Wall Covering Installer	Worker who prepares wall surfaces & applies paint and/or wall coverings, tape and bedding.
Pipefitter	Trained worker who installs piping systems, chilled water piping & hot water (boiler) piping, pneumatic tubing controls, chillers, boilers & associated mechanical equipment.
Plumber	Skilled craftsman who installs domestic hot & cold water piping, waste piping, storm system piping, water closets, sinks, urinals, and related work.
Roofer	Worker who installs roofing materials, Bitumen (asphalt & coal tar) felts, flashings, all types roofing membranes & associated products.
Sheet Metal Worker	Worker who installs sheet metal products. Roof metal, flashings & curbs, ductwork, mechanical equipment and associated metals.
Sprinkler Fitter	Worker who installs fire sprinkler systems & fire protection equipment.
Steel Erector	Worker who erects and dismantles structural steel frames of buildings and other structures.
Terrazzo Worker	Craftsman who places & finishes Terrazzo.
Tile Setter	Worker who prepares wall and/or floor surfaces & applies ceramic tiles to these surfaces.
Waterproofer / Caulker	Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membrane, liquid membranes, sprayed, rolled or brushed.

Regular Board Meeting**7.F.****Meeting Date:** January 16, 2019**Title:** Executive Threat Security Services Renewal**Submitted For:** Richard Vela, Facilities**Submitted By:** Julie Carson**Recommended Action:** Approve**HCDE Goal(s):** 2. Deliver value responsibly**Additional Resource Personnel:****Facilities/Technology Approval Needed?:** Facilities

Information**Posted Agenda Item:**

Consider approval of the renewal agreement for security services with Executive Threat Solutions, LLC (RFP # 16/060CG-01), for the period of 01/17/2019-04/30/2019. The security services are for the Harris County Department of Education 6300 Irvington and 6005 Westview locations. The total cost of this contract is \$130,560.

Subject:

Renewal of the agreement with Executive Threat (RFP#16/060CG-01) for the security services at Harris County Department of Education 6300 Irvington and 6005 Westview locations.

Rationale:

Consider approval for the renewal agreement for security services with Executive Threat (RFP # 16/060CG-01). The security services are for the Harris County Department of Education 6300 Irvington and 6005 Westview locations. The total cost of this contract is \$130,560.

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

Attachments

Contract

Form Review**Inbox**

Purchasing Alternate
Purchasing
Assistant Superintendent - Business
Form Started By: Julie Carson
Final Approval Date: 01/03/2019

Reviewed By

Yaritza Roman
Bill Monroe
Jesus Amezcua

Date

01/03/2019 12:29 PM
01/03/2019 02:27 PM
01/03/2019 06:23 PM
Started On: 12/20/2018 01:59 PM

SERVICES AGREEMENT FOR HCDE EXPENDITURES

This Services Agreement ("Agreement") is made and entered into by and between the Harris County Department of Education ("HCDE"), located in Houston, Texas 77022, and Executive Threat Solutions LLC ("Contractor"), located in Houston, Texas, for Contractor to provide security 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 January 17th, 2019 and ending April 30th, 2019 ("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 venture, 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 \$130,560 (@ \$48/hr. x 2720 Hours); for Services provided in Exhibit A; there will also be a charge of 4 hours (@\$48/hr.) for a "show up fee" should HCDE be closed; and Executive Threat Solutions LLC is not notified. Contractor will invoice HCDE periodically throughout the Term of the Agreement in accordance with Section 29 of this Agreement. HCDE is Texas sales and use tax exempt and will not reimburse Contractor for any Texas sales taxes incurred by Contractor. In the event that any payment(s) to Contractor under this Agreement are subsequently disallowed by a state or federal grant awarding agency or in the event that HCDE is required to refund any funding received from a state or federal grant awarding agency relating to Contractor's Work, to the maximum extent permitted by applicable law, Contractor shall repay to HCDE, on demand, the amount of any such disallowed costs and/or refund. HCDE may, in its sole discretion, deduct the amount(s) of any such disallowed costs and/or refund(s) from subsequent payments to Contractor under this Agreement.

9. **Intellectual Property.** Contractor represents that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement.

10. **Ownership of Work Product.** All work product, including any concepts, products, software, research, reports, studies, data, photographs, negatives, or other documents, drawings or materials prepared by Contractor in the performance of its obligations under this Agreement will be deemed works for hire and the exclusive property of HCDE, the Texas Education Agency, the State of Texas, and/or the federal government, as applicable. Contractor shall deliver all such materials to HCDE upon completion, termination, or cancellation of this Agreement. Any programs, data, or other materials furnished by HCDE for use by Contractor in connection with the Services performed under this Agreement will remain HCDE's property. Any pre-existing programs, data, or other materials furnished and owned by Contractor for use by Contractor in connection with the Services performed under this Agreement will remain Contractor's property.

11. **Professional Services.** This Agreement (check applicable box) ☐ is / ☒ is not for professional services and governed by the Professional Services Procurement Act, TEX. GOV'T CODE Chp. 2254. Contractor represents and warrants that Contractor has demonstrated competence and possesses qualifications to perform the Services and is performing the Services for a fair and reasonable price. Contractor further represents and warrants that the professional fees under the Agreement do not exceed any maximum provided by law.

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

13. **Criminal History Certification.** Contractor shall complete the "Criminal History Certification" regarding the criminal history of covered employees and the "Felony Conviction Notice," both of which are incorporated by reference herein. Noncompliance or misrepresentation regarding these certifications may be grounds for termination of this Agreement.

14. **Indemnity.** TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS HCDE, ITS TRUSTEES, OFFICERS, EMPLOYEES, AND

AGENTS FROM AND AGAINST ALL LIABILITY, LOSS, EXPENSE (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEY'S FEES), OR CLAIMS FOR INJURY OR DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT (COLLECTIVELY, "CLAIM") TO THE EXTENT THE CLAIM ARISES FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY CONTRACTOR, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS.

15. Non-appropriation of funds. The Term of this Agreement is a commitment of HCDE current revenue only. Notwithstanding anything to the contrary in this Agreement, HCDE is obligated to make payments only as approved each year by HCDE's Board of Trustees. HCDE's Board of Trustees retains the right to terminate the Agreement at the expiration of each budget period of HCDE. To the extent that HCDE will use federal grant funds to fulfill its obligations under this Agreement, Contractor acknowledges that federal funds will be used to pay for all or a portion of funds due under this Agreement and that this Agreement is only effective upon receipt of the Notice of Grant Award ("NOGA") by HCDE from the awarding agency. As such, if HCDE does not receive sufficient funding for the services provided in this Agreement, HCDE may terminate this Agreement without penalty or further obligation to Contractor, at any time upon written notice to Contractor. Services rendered in accordance with this Agreement shall be funded by General funds [funding source(s)]. Payment for services rendered shall be allocated as follows: 100% funded by General funds [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 Facilities 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 # 16/060CG-01, Contractor's proposal submitted in response to HCDE's procurement solicitation, and the attached and incorporated addendum, exhibits, and documents/forms contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement. In the event of a conflict between this Agreement and the procurement solicitation issued by HCDE or Contractor's proposal

submitted in response to HCDE's procurement solicitation, this Agreement shall control. In the event of a conflict between the procurement solicitation issued by HCDE and Contractor's proposal submitted in response to HCDE's procurement solicitation, HCDE's procurement solicitation shall control. This Agreement supersedes any conflicting terms and conditions on any purchase or work orders, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto, and which may be issued by Contractor after the Effective Date of this Agreement.

27. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

28. Debarment and Suspension. Pursuant to Executive Orders 12549 and 12689, a contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. When federal funds are expended by HCDE under this Agreement, Contractor certifies that during the term of this Agreement, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Contractor shall immediately provide written notice to HCDE if at any time Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. HCDE may rely upon Contractor's certification that Contractor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless HCDE knows the certification is erroneous.

29. Invoices. Contractor is required to submit original invoices to the HCDE Business Office ATTN: Accounts Payable. The invoices can be mailed through the postal service to HCDE Business Office ATTN: Accounts Payable, 6300 Irvington Boulevard, Houston, Texas 77022, or emailed to accountspayable@hcde-texas.org.

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.

30. Compliance with Applicable Laws. Contractor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable, including, but not limited to the Education Department General Administrative Regulations ("EDGAR"), 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81. If applicable, Contractor certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances as detailed in HCDE's Certifications form, "Required Contract Provisions for Non-Federal Entity Contracts under Federal Awards – Appendix II to 2 CFR Part 200," which is incorporated by reference herein. Contractor further certifies compliance with all applicable provisions, laws, acts, regulations, rules, and ordinances, including those referenced in any HCDE vendor packet completed by Contractor, which is incorporated by reference herein.

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

31. Confidential Data of HCDE. In the course of performing duties under this Agreement, Contractor may view, obtain, or have access to financial, accounting, statistical, personnel, and other information of a confidential nature concerning students and school districts being served by HCDE and employees of HCDE. All such information is confidential and shall not be disclosed, directly or indirectly, to any person other than authorized officials of HCDE, either during the Term of this Agreement or after such Term.

Contractor acknowledges that HCDE would be irreparably injured if Contractor were to disclose such information to third parties not entitled to receive such information or to misappropriate such confidential information for Contractor's own purposes or benefit and that money damages would not compensate HCDE for such irreparable injury.

Contractor further acknowledges that to the extent Contractor receives confidential student information during the performance of duties under this Agreement, Contractor is considered a "school official" in accordance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and shall not disclose confidential student information or education records.

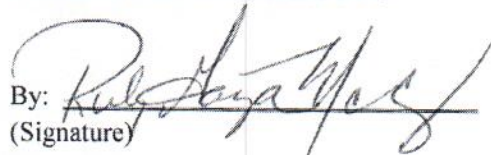
32. Warranties. All goods and/or services provided by Contractor under this Agreement must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of HCDE's acceptance of the product and/or service or payment of the applicable invoice. Contractor warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by HCDE. In addition, Contractor warrants that goods and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Contractor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement or the solicitation procurement.

Insurance Requirements Waiver – IF the Insurance Requirements are not applicable to the Services or if HCDE otherwise chooses to waive such requirements for purposes of this Agreement, the appropriate HCDE representative may waive the requirements by initialing here: →

Otherwise, Contractor must satisfy the Insurance Requirements specified in this Agreement.

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

Executive Threat Solutions LLC

By: 
(Signature)

Ruby Garza McCoy,
Owner / Private Investigator
P.O. Box 185
Houston, TX 77001-0185
281-397-3901 (Phone & Fax)

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

Contractor	HCDE
<ul style="list-style-type: none"> • Provide on-site Security Services to the following HCDE locations: • NPO/6005 Westview: 1,360 Hours • Admin/6300 Irvington: 1,360 Hours • Provide updated quarterly reports on issues/activities for HCDE's NPO and admin buildings. 	<ul style="list-style-type: none"> • Obligations • Provide a place within each HCDE location for the on-site officer to be seen
•	•

Regular Board Meeting

7.G.

Meeting Date: January 16, 2019

Title:

Submitted By: Melissa Smith

Recommended Action: Approve

Additional Resource

Personnel:

HCDE Goal(s):

Facilities/Technology

Approval Needed?:

Information

Posted Agenda Item:

Consideration and possible vote on the removal and appointment of HCDE Public Facilities Corporation's Directors (agenda item requested by Trustees Moore, Sumners, Wolfe).

Subject:

Rationale:

Fiscal Impact

Attachments

Board Member Items

Form Review

Form Started By: Melissa Smith
Final Approval Date: 01/07/2019

Started On: 01/07/2019 02:30 PM

January 2019 HCDE Agenda Request

Thursday January 3, 2019

Mr. Louis Evans
HCDE Board President

Mr. James Colbert
HCDE Superintendent

Dear Mr. Evans & Mr. Colbert:

We, the undersigned Harris County School Trustees, request that these four agenda items be included on the regular January HCDE Board Meeting Agenda, currently scheduled for January 16, 2019.

- 1.) Consideration and possible vote on the removal and appointment of HCDE Public Facilities Corporation's Directors.
- 2.) Consideration and possible vote on the election of HCDE's Board President and Vice President.
- 3.) Consideration and possible vote on establishing (setting) specific goals for Superintendent Colbert for calendar year 2019 and/or the first six months of 2019.
- 4.) Consideration and possible vote to cancel HCDE's contract or contracts with Hillco Partners.

Sincerely,



Dr. George Moore
HCDE Trustee



Don Sumners
HCDE Trustee



Mike Wolfe
HCDE Trustee

Regular Board Meeting**7.H.****Meeting Date:** January 16, 2019**Title:****Submitted By:** Melissa Smith**Recommended Action:** Approve**Additional Resource****Personnel:****HCDE Goal(s):****Facilities/Technology****Approval Needed?:**

Information**Posted Agenda Item:****Consideration and possible vote on the election of HCDE's Board President and Vice President**
(agenda item requested by Trustees Moore, Sumners, Wolfe).**Subject:****Rationale:**

Fiscal Impact**Attachments**

Board Member Items

Form ReviewForm Started By: Melissa Smith
Final Approval Date: 01/07/2019

Started On: 01/07/2019 02:35 PM

January 2019 HCDE Agenda Request

Thursday January 3, 2019

Mr. Louis Evans
HCDE Board President

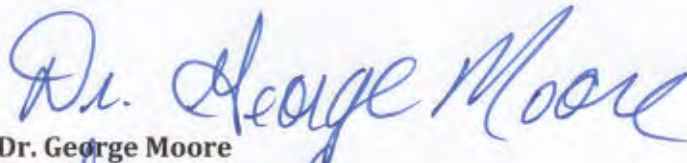
Mr. James Colbert
HCDE Superintendent

Dear Mr. Evans & Mr. Colbert:

We, the undersigned Harris County School Trustees, request that these four agenda items be included on the regular January HCDE Board Meeting Agenda, currently scheduled for January 16, 2019.

- 1.) Consideration and possible vote on the removal and appointment of HCDE Public Facilities Corporation's Directors.
- 2.) Consideration and possible vote on the election of HCDE's Board President and Vice President.
- 3.) Consideration and possible vote on establishing (setting) specific goals for Superintendent Colbert for calendar year 2019 and/or the first six months of 2019.
- 4.) Consideration and possible vote to cancel HCDE's contract or contracts with Hillco Partners.

Sincerely,



Dr. George Moore
HCDE Trustee



Don Sumners
HCDE Trustee



Mike Wolfe
HCDE Trustee

Regular Board Meeting

7.I.

Meeting Date: January 16, 2019

Title:

Submitted By: Melissa Smith

Recommended Action: Approve

Additional Resource

Personnel:

HCDE Goal(s):

Facilities/Technology

Approval Needed?:

Information

Posted Agenda Item:

Consideration and possible vote on establishing (setting) specific goals for Superintendent Colbert for Calendar year 2019 and/or the first six months of 2019 (agenda item requested by Trustees Moore, Sumners, Wolfe).

Subject:

Rationale:

Fiscal Impact

Attachments

Board Member Items

Form Review

Form Started By: Melissa Smith

Final Approval Date: 01/07/2019

Started On: 01/07/2019 02:35 PM

January 2019 HCDE Agenda Request

Thursday January 3, 2019

Mr. Louis Evans
HCDE Board President

Mr. James Colbert
HCDE Superintendent

Dear Mr. Evans & Mr. Colbert:


We, the undersigned Harris County School Trustees, request that these four agenda items be included on the regular January HCDE Board Meeting Agenda, currently scheduled for January 16, 2019.

- 1.) Consideration and possible vote on the removal and appointment of HCDE Public Facilities Corporation's Directors.
- 2.) Consideration and possible vote on the election of HCDE's Board President and Vice President.
- 3.) Consideration and possible vote on establishing (setting) specific goals for Superintendent Colbert for calendar year 2019 and/or the first six months of 2019.
- 4.) Consideration and possible vote to cancel HCDE's contract or contracts with Hillco Partners.

Sincerely,



Dr. George Moore
HCDE Trustee



Don Sumners
HCDE Trustee



Mike Wolfe
HCDE Trustee

Regular Board Meeting

7.J.

Meeting Date: January 16, 2019

Title:

Submitted By: Melissa Smith

Recommended Action: Approve

Additional Resource

Personnel:

HCDE Goal(s):

Facilities/Technology

Approval Needed?:

Information

Posted Agenda Item:

Consideration and possible vote to cancel HCDE's contract or contracts with Hillco Partners
(agenda item requested by Trustees Moore, Sumners, Wolfe).

Subject:

Rationale:

Fiscal Impact

Attachments

Board Member Items

Form Review

Form Started By: Melissa Smith
Final Approval Date: 01/07/2019

Started On: 01/07/2019 02:37 PM

January 2019 HCDE Agenda Request

Thursday January 3, 2019

Mr. Louis Evans
HCDE Board President

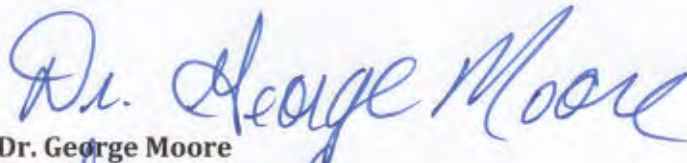
Mr. James Colbert
HCDE Superintendent

Dear Mr. Evans & Mr. Colbert:

We, the undersigned Harris County School Trustees, request that these four agenda items be included on the regular January HCDE Board Meeting Agenda, currently scheduled for January 16, 2019.

- 1.) Consideration and possible vote on the removal and appointment of HCDE Public Facilities Corporation's Directors.
- 2.) Consideration and possible vote on the election of HCDE's Board President and Vice President.
- 3.) Consideration and possible vote on establishing (setting) specific goals for Superintendent Colbert for calendar year 2019 and/or the first six months of 2019.
- 4.) Consideration and possible vote to cancel HCDE's contract or contracts with Hillco Partners.

Sincerely,



Dr. George Moore
HCDE Trustee



Don Sumners
HCDE Trustee



Mike Wolfe
HCDE Trustee

Regular Board Meeting**7.K.****Meeting Date:** January 16, 2019**Title:****Submitted By:** Melissa Smith**Recommended Action:** Approve**Additional Resource****Personnel:****HCDE Goal(s):****Facilities/Technology****Approval Needed?:**

Information**Posted Agenda Item:**

(Tabled from December 19, 2018 Board Meeting) Contract award for job no. 18/059KJ - Board Legal Services for HCDE Board of Trustees to the proposers offering the best value to HCDE and meeting the specifications outlined in the proposal: Proposed vendor to be determined by the Board of Trustees (subject to annual appropriations of funding).

Subject:**Rationale:**

Fiscal Impact**Attachments**

Minutes for November 16

Minutes for November 16

Minutes for October 10

November 16

Minutes for November 9

Minutes for October 2

Minutes for October 10

Form Review

Form Started By: Melissa Smith

Final Approval Date: 01/07/2019

Started On: 01/07/2019 02:43 PM

RFP 18/059KJ Board Legal Service Evaluation Summary										
Eric Dick										

Evaluation Criteria	Weighted Valued	Edwards Sutarwalla, PLCC	Eichelbaum Wardell Hansen	Gary Polland, PC	Karczewski Bradshaw	Paul J. Coselli	Strahan Cain, PLCC	The Carmona Firm
1. Describe your Familiarity with HCDE and how the organization meets its mission under Ch 17-18 of the Education Code.	10	7	3	7	0	4	6	10
2 What is your familiarity with Roberts Rules of Order. Provide Examples.	10	7	2	10	0	10	10	10
Board is about to make a decision that is inconsistent with legal standards? What steps would you take?	10	7	2	10	0	10	10	10
4. What is your familiarity with and understanding of rights afforded to students and staff under FERPA	10	7	3	8	0	5	5	8
5. Discuss your familiarity with requirements for termination of a CH 21 contract employee. Provide steps -timeline as needed.	10	7	4	10	0	4	4	8
6. What is your familiarity with IDEA and the Rehab Act?	10	7	3	7	0	4	7	8
7. What is your familiarity with inter local agreements under the Texas Law.?	10	7	4	10	0	5	6	8
8. Are you familiar with the process of adopting a tax rate under the Texas Truth in Taxation law?	10	7	5	10	0	4	7	8
9 Feel Score.	20	15	5	20	0	15	15	20
Total	100	71	31	92	0	61	70	90

Erica Carter-Lee

Evaluation Criteria	Weighted Valued	Edwards Sutarwalla, PLCC	Eichenbaum Wardell Hansen Powell &	Gary Polland, PC	Karczewski Bradshaw	Paul J. Coselli	Strahan Cain, PLCC	The Carmona Firm
1. Describe your Familiarity with HCDE and how the organization meets its mission under Ch 17-18 of the Education Code.	10	7	9	2	10	2	8	2
2 What is your familiarity with Roberts Rules of Order. Provide Examples.	10	6	10	7	10	5	10	7
3 How would you advise the Board of Trustees is a member of the Board is about to make a decision that is inconsistent with legal	10	8	9	4	9	7	6	4
4. What is your familiarity with and understanding of rights afforded to students and staff under FERPA	10	7	10	0	10	3	7	5
5. Discuss your familiarity with requirements for termination of a CH 21 contract employee. Provide steps -timeline as needed.	10	6	10	5	10	1	4	6
6. What is your familiarity with IDEA and the Rehab Act?	10	5	6	1	9	3	5	2
7. What is your familiarity with inter local agreements under the Texas Law.?	10	6	8	3	10	6	7	6
8. Are you familiar with the process of adopting a tax rate under the Texas Truth in Taxation law?	10	9	7	2	10	1	6	7
9 Feel Score.	20	15	12	2	19	5	12	10
Total	100	69	81	26	97	33	65	49

Michael Wolfe									
Evaluation Criteria									
1. Describe your Familiarity with HCDE and how the organization meets its mission under Ch 17-18 of the Education Code.	10	Edwards Sutarwalla, PLCC	Eichelbaum Wardell Hansen Powell &	Gary Polland, PC	Karczewski Bradshaw	Paul J. Coselli	Strahan Cain, PLCC	The Carmona Firm	
2 What is your familiarity with Roberts Rules of Order. Provide Examples.	10			5	0	10	10	2	
3 How would you advise the Board of Trustees is a member of the Board is about to make a decision that is inconsistent with legal	10			0	0	10	10	2	
4. What is your familiarity with and understanding of rights afforded to students and staff under FERPA	10			0	0	10	10	2	
5. Discuss your familiarity with requirements for termination of a CH 21 contract employee. Provide steps -timeline as needed.	10			0	0	10	10	2	
6. What is your familiarity with IDEA and the Rehab Act?	10			0	0	10	10	2	
7. What is your familiarity with inter local agreements under the Texas Law.?	10			0	0	10	10	2	
8. Are you familiar with the process of adopting a tax rate under the Texas Truth in Taxation law?	10			0	0	10	10	2	
9 Feel Score.	20			5	0	20	20	0	
Total	100	100	0	10	0	100	100	16	

Evaluation Criteria	Weighted Valued	Edwards Sutarwalla, PLCC	Eichelbaum Wardell Hansen Powell & Mehl	Gary Polland, PC	Karczewski Bradshaw	Paul J. Coselli	Strahan Cain, PLCC	The Carmona Firm
1. Describe your Familiarity with HCDE and how the organization meets its mission under Ch 17-18 of the Education Code.	10	8.00	4.00	3.00	3.33	5.33	8.00	4.67
2 What is your familiarity with Roberts Rules of Order. Provide Examples.	10	7.67	4.00	7.33	3.33	8.33	10.00	6.33
3 How would you advise the Board of Trustees is a member of the Board is about to make a decision that is inconsistent with legal standards? What steps would you take?	10	8.33	3.67	4.67	3.00	9.00	8.67	5.33
4. What is your familiarity with and understanding of rights afforded to students and staff under FERPA	10	8.00	4.33	2.67	3.33	6.00	7.33	5.00
5. Discuss your familiarity with requirements for termination of a CH 21 contract employee. Provide steps -timeline as needed.	10	7.67	4.67	5.00	3.33	5.00	6.00	5.33
6. What is your familiarity with IDEA and the Rehab Act?	10	7.33	3.00	2.67	3.00	5.67	7.33	4.00
7. What is your familiarity with inter local agreements under the Texas Law.?	10	7.67	4.00	4.33	3.33	7.00	7.67	5.33
8. Are you familiar with the process of adopting a tax rate under the Texas Truth in Taxation law?	10	8.67	4.00	4.00	3.33	5.00	7.67	5.67
9 Feel Score.	20	16.67	5.67	9.00	6.33	13.33	15.67	10.00
Total	100	80.00	37.33	42.67	32.33	64.67	78.33	51.67

Checked	8.00	4.00	3.00	3.33	5.33	8.00	4.67
	7.67	4.00	7.33	3.33	8.33	10.00	6.33
	8.33	3.67	4.67	3.00	9.00	8.67	5.33
	8.00	4.33	2.67	3.33	6.00	7.33	5.00
	7.67	4.67	5.00	3.33	5.00	6.00	5.33
	7.33	3.00	2.67	3.00	5.67	7.33	4.00
	7.67	4.00	4.33	3.33	7.00	7.67	5.33
	8.67	4.00	4.00	3.33	5.00	7.67	5.67
	16.67	5.67	9.00	6.33	13.33	15.67	10.00
	80.00	37.33	42.67	32.33	64.67	78.33	51.67
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-

Harris County Department of Education

	RFQ 18/059KJ - Required Forms	Edwards Sutarwalla, PLCC	Eichelbaum Wardell Hansen Powell & Mehl	Gary Polland	Karczewski Bradshaw	Paul J. Coselli	Strahan Cain	The Camona Firm	Clark Hill Strasburger	Greenberg Traurig LLP	Joyce Davis/Erin Whitney	O'Hanlon, Demerath & Castillo	Powell-Leon, LLP	Rogers, Morris & Grover, LLP	Schulman, Lopez, Hoffer & Adelstein	Trezvant Academy, Inc	Walsh Gallegos Treviño Russo & Kyle P.C.
1	Execution of Offer	*	*	Completed, but not signed	*	*	*	*	*	*	*	*	*	*	*	*	*
2	W9	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
3	Vendor Questionnaire	*	*	*	Did not list principal place of business	*	*	*	*	Did not list principal place of business	Not complete	*	*	*	*	*	*
4	Vendor Certification Forms	*	*	*	*	*	*	*	*	Completed and signed, but not initiated	*	*	*	*	*	*	*
5	Antitrust Certification State	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
6	CIQ	*	*	*	*	*	*	*	*	*	Not signed	*	*	*	*	*	*
7	Form 1295	*	*	*	*	Not registered with TEC	*	*	*	*	*	*	*	*	*	*	*
8	Felony Conviction Notice	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
9	Sole Source Affidavit			*		*	*						*	*			
10	SB9 Contractor Employees	*	*	*	*	*	*	*	*	*	*		*	*	*	*	*
11	SB9 Subcontractor													*			
281			Completed and signed, but not initiated	Completed and signed, but not initiated	Completed and signed, but not initiated in one spot	Completed and signed, but not initiated in one spot	Completed and signed, but not initiated in one spot	*	Completed and signed, but not initiated in one spot	*	*	*	*	*		Completed and signed, but not initiated in one spot	*
12	HB89	*			*			*		*	*	*	*	*	*		*

RFP 18/059KJ Board Legal Service Evaluation Summary

Eric Dick

Evaluation Criteria	Weighted Valued	Clark Hill Strasburger	Edwards Sutarwalla, PLLC	Wardell Hansen Powell & Mehl	Gary Polland, PC	Greenberg Traurig, LLP	Joyce Davis/Erin Whitney	Karczewski Bradshaw	O'Hanlon, Demerath & Castillo	Paul J. Coselli	Powell-Leon	Rogers, Morris & Grover, LLP	Schulman, Lopez, Hoffer	Strahan Cain, PLCC	The Cairmona Firm	Trezvant Academy	waist, Gallegos, Trevino Russo & Kyle
1. Demonstrated competence and qualifications to perform the requested legal services (Max 25 pts)	25	0	25	0	25	0	0	0	0	25	0	0	0	15	25	0	0
2. Firm's past experiences providing legal services to school districts/governmental entities in Texas (including demonstrated ability to handle the variety and scope of legal work required (Max 25 pts)	25	0	25	0	25	0	0	0	0	25	0	0	0	25	25	0	0
3. Reputation of Firm and of Firm's goods and/or services (including references) (Max 15 pts)	15		15	0	15	0	0	0	0	15	0	0	0	25	15	0	0
4. Firm's proposed personnel/team, certifications, etc. (including education and experience of Firm's team (Max 15 pts)	15	0	15	0	15	0	0	0	0	15	0	0	0	15	15	0	0
5. Strength of Firm's Financial/Management/Resources (including firm's size, attorney staff, support staff, location, technology, research capacity, and other related matters) (Max 15 pts).	15	0	15	0	15	0	0	0	0	15	0	0	0	15	15	0	0
6. Firm's past relationship with HCDE Board of Trustees (Max 5 pts).	5	0	5	0	5	0	0	0	0	0	0	0	0	5	5	0	0
Total	100	0	100	0	100	0	0	0	0	95	0	0	0	100	100	0	0

Evaluation Criteria	Weighted Valued	Clark Hill Strasburger	Edwards Sutarwalla, PLLC	Wardell Hansen Powell & Mehl	Gary Polland, PC	Greenberg Traurig, LLP	Joyce Davis/Erin Whitney	Karczewski Bradshaw	O'Hanlon, Demerath & Castillo	Paul J. Coselli	Powell-Leon	Rogers, Morris & Grover, LLP	Schulman, Lopez, Hoffer	Strahan Cain, PLCC	The Cairmona Firm	Trezvant Academy	waist, Gallegos, Trevino Russo & Kyle
1. Demonstrated competence and qualifications to perform the requested legal services (Max 25 pts)	25	24	12	25	2	24	0	25	23	5	24	20	8		11	0	23
2. Firm's past experiences providing legal services to school districts/governmental entities in Texas (including demonstrated ability to handle the variety and scope of legal work required (Max 25 pts)	25	24	10	25	5	22	0	25	23	2	25	22	10	15	10	0	24
3. Reputation of Firm and of Firm's goods and/or services (including references) (Max 15 pts)	15	13	8	14	3	15	0	12	14	1	15	11	3	7	7	0	13
4. Firm's proposed personnel/team, certifications, etc. (including education and experience of Firm's team (Max 15 pts)	15	12	10	14	5	12	0	13	15	1	13	11	2	10	10	0	13
5. Strength of Firm's Financial/Management/Resources (including firm's size, attorney staff, support staff, location, technology, research capacity, and other related matters) (Max 15 pts).	15	15	3	15	1	14	0	12	13	0	13	10	2	5	4	0	14
6. Firm's past relationship with HCDE Board of Trustees (Max 5 pts).	5	0	0	3	0	1	0	5	0	0	1	3	0	0	0	0	2
Total	100	88	43	96	16	88	0	92	88	9	91	77	25	45	42	0	89

Michael Wolfe

Evaluation Criteria	Weighted Valued	Clark Hill Strasburger	Edwards Sutarwalla, PLCC	Eichelbaum Wardell Hansen Powell & Mehl	Gary Polland, PC	Greenberg Traurig, LLP	Joyce Davis/Erin Whitney	Karczewski Bradshaw	O'Hanlon, Demerath & Castillo	Paul J. Coselli	Powell-Leon	Rogers, Morris & Grover, LLP	Schulman, Lopez, Hoffer	Strahan Cain, PLCC	The Carmona Firm	Trezvant Academy	Walsh, Gallegos, Trevino Russo & Kyle
1. Demonstrated competence and qualifications to perform the requested legal services (Max 25 pts)	25	0	25	0	25	0	0	0	0	25	0	0	0	25	25	0	0
2. Firm's past experiences providing legal services to school districts/governmental entities in Texas (including demonstrated ability to handle the variety and scope of legal work required (Max 25 pts)	25	0	25	0	25	0	0	0	0	25	0	0	0	25	25	0	0
3. Reputation of Firm and of Firm's goods and/or services (including references) (Max 15 pts)	15	0	15	0	15	0	0	0	0	15	0	0	0	15	15	0	0
4. Firm's proposed personnel/team, certifications, etc. (including education and experience of Firm's team (Max 15 pts)	15	0	15	0	15	0	0	0	0	15	0	0	0	15	15	0	0
5. Strength of Firm's Financial/Management/Resources (including firm's size, attorney staff, support staff, location, technology, research capacity, and other related matters) (Max 15 pts).	15	0	15	0	15	0	0	0	0	15	0	0	0	15	15	0	0
6. Firm's past relationship with HCDE Board of Trustees (Max 5 pts).	5	0	5	0	5	0	0	0	0	5	0	0	0	5	5	0	0
Total	100	0	100	0	100	0	0	0	0	100	0	0	0	100	100	0	0

Louis Evans

Evaluation Criteria	Weighted Valued	Clark Hill Strasburger	Edwards Sutarwalla, PLCC	Eichelbaum Wardell Hansen Powell & Mehl	Gary Polland, PC	Greenberg Traurig, LLP	Joyce Davis/Erin Whitney	Karczewski Bradshaw	O'Hanlon, Demerath & Castillo	Paul J. Coselli	Powell-Leon	Rogers, Morris & Grover, LLP	Schulman, Lopez, Hoffer	Strahan Cain, PLCC	The Carmona Firm	Trezvant Academy	Walsh, Gallegos, Trevino Russo & Kyle
1. Demonstrated competence and qualifications to perform the requested legal services (Max 25 pts)	25	10	20	14	20	10	10	15	15	20	15	15	10	20	20	0	15
2. Firm's past experiences providing legal services to school districts/governmental entities in Texas (including demonstrated ability to handle the variety and scope of legal work required (Max 25 pts)	25	10	20	14	20	10	10	15	15	20	15	15	10	20	20	0	15
3. Reputation of Firm and of Firm's goods and/or services (including references) (Max 15 pts)	15	10	12	12	10	10	10	10	10	12	10	10	8	15	12	0	10
4. Firm's proposed personnel/team, certifications, etc. (including education and experience of Firm's team (Max 15 pts)	15	10	14	12	14	10	10	10	10	14	10	12	5	15	12	0	10
5. Strength of Firm's Financial/Management/Resources (including firm's size, attorney staff, support staff, location, technology, research capacity, and other related matters) (Max 15 pts).	15	10	12	11	15	10	10	10	10	12	10	10	5	15	15	0	10
6. Firm's past relationship with HCDE Board of Trustees (Max 5 pts).	5	0	0	0	0	0	0	0	0	0	0	3	0	2	4	0	0
Total	100	50	78	63	79	50	50	60	60	78	60	65	38	87	83	0	60

AVERAGE

Evaluation Criteria	Clark Hill Strasburger	Edwards Sutarwalla, PLCC	Eichelbaum Wardell Hansen Powell & Mehl	Gary Polland, PC	Greenberg Traurig, LLP	Joyce Davis/Erin Whitney	Karczewski Bradshaw	O'Hanlon, Demerath & Castillo	Paul J. Coselli	Powell- Leon	Rogers, Morris & Grover, LLP	Schulman, Lopez, Hoffer	Strahan Cain, PLCC	The Carmona Firm	Trezvant Academy	Walsh, Gallegos, Trevino Russo & Kyle
1. Demonstrated competence and qualifications to perform the requested legal services (Max 25 pts)	8.5	20.5	9.75	18	8.5	2.5	10	9.5	18.75	9.75	8.75	4.5	17	20.25	0	9.5
2. Firm's past experiences providing legal services to school districts/governmental entities in Texas (including demonstrated ability to handle the variety and scope of legal work required (Max 25 pts)	8.5	20	9.75	18.75	8	2.5	10	9.5	18	10	9.25	5	21.25	20	0	9.75
3. Reputation of Firm and of Firm's goods and/or services (including references) (Max 15 pts)	5.75	12.5	6.5	10.75	6.25	2.5	5.5	6	10.75	6.25	5.25	2.75	15.5	12.25	0	5.75
4. Firm's proposed personnel/team, certifications, etc. (including education and experience of Firm's team (Max 15 pts)	5.5	13.5	6.5	12.25	5.5	2.5	5.75	6.25	11.25	5.75	5.75	1.75	13.75	13	0	5.75
5. Strength of Firm's Financial/Management/Resources (including firm's size, attorney staff, support staff, location, technology, research capacity, and other related matters) (Max 15 pts).	6.25	11.25	6.5	11.5	6	2.5	5.5	5.75	10.5	5.75	5	1.75	12.5	12.25	0	6
6. Firm's past relationship with HCDE Board of Trustees (Max 5 pts).	0	2.5	0.75	2.5	0.25	0	1.25	0	1.25	0.25	1.5	0	3	3.5	0	0.5
Total AVERAGE	34.5	80.25	39.75	73.75	34.5	12.5	38	37	70.5	37.75	35.5	15.75	83	81.25	0	37.25

Minutes for Nov 16th, 2018

The Board of Trustees Meeting began at 1:30 PM and adjourned at 3:40 PM.

The Board of Trustees in attendance were Erick Dick, Michael Wolfe and via Skype Erica Lee Carter. Staff attending were James Colbert Jr, Superintendent, Danielle Bartz, Chief of Staff, and Dr. Jesus Amezcua, Assistant Supt for Business. A copy of the required forms checklist for the respondents was provided to the committee (attached).

The board Interviewed the Firm Gary Polland. A copy of the questions is attached. The Board submitted their evaluations (attached), and these were tabulated, summarized, and presented for review. The Board ranked them according to the score and decided to set interviews for the firm of Strahan Cain PLCC and Edwards Sutarwalla, PLLC.

Minutes for Nov 9th, 2018

The Board of Trustees Meeting began at 1:30 PM and adjourned at 4:50 PM.

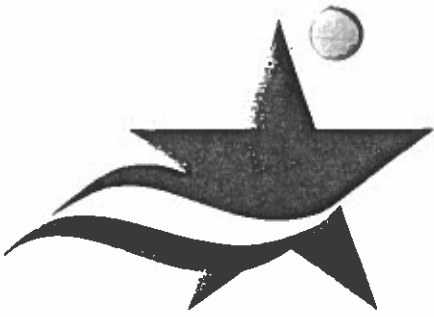
The Board of Trustees in attendance were Erick Dick, Michael Wolfe , Don Sumners, and via Skype Erica Lee Carter. Staff attending were James Colbert Jr, Superintendent, Danielle Bartz, Chief of Staff, and Dr. Jesus Amezcua, Assistant Supt for Business.

The board interviewed the six firms: KBS Law Group, Paul J Coselli, The Carmona Firm, Eichelbaum, Wardell, Hansen, Powell & Mehl, Edwards Sutarwalla, PLLC., Strahan Cain PLLC. A copy of the questions is attached.



Proposed Questions for Nov 9th, 2018

Question	Total Points Possible	Your Score
Describe your familiarity with HCDE and how the organization meets its mission under Chapter 17-18 of the Education Code.	10	
What is your familiarity with Roberts Rules of Order? Provide examples.	10	
How would you advise the Board of Trustees if a member or the Board is about to make a decision that is inconsistent with legal standards? What steps would you take?	10	
What is your familiarity with and understanding of rights afforded to students and staff under FERPA?	10	
Discuss your familiarity with requirements for termination of a CH 21 contract employee. (Provide steps/ timeline as needed)?	10	
What is your familiarity with IDEA and the Rehab Act?	10	
What is your familiarity with interlocal agreements under Texas law?	10	
Are you familiar with the process of adopting a tax rate under Texas' truth-in-taxation law?	10	
Feel Score	20	
TOTAL	100	



Harris County Department of Education

Special Committee on Legal Services RFQ Meeting

SIGN-IN

November 9, 2018 9:00 a.m.

VISITORS PLEASE PRINT

Name PLEASE PRINT

Representing/Title PLEASE PRINT

Eric Dick
Danielle Bartz
Don Sumner
James Colbert
Mike Wolfe
Jaw Anzures
Erica Lee Carter by JA

Con ite De ^{trustee}
HCDE
Trustee
HCDE
HCDE Trustee
Business Office

TIME	FIRM
9:00 AM	Edward Surtawalla
10:00 AM	Eicherbaum Wardell Hansen Powell & Mehl
11:00 AM	Gary Polland - Rescheduled to Nov. 16th at 1:30 PM
LUNCH -	
1:00 PM	KBS Law Group
2:00 PM	Paul Coselli
3:00 PM	Straham Cain PLCC
4:00 PM	Carmona Firm

Dear Proposer:

Thank you for responding to RFP # 18/059KJ for Harris County Department of Education Board Legal Services. Our Board of Trustees has screened the proposals and narrowed the list of proposers.

Your firm is one of seven proposers selected for interview for November 9th, 2018.

Your presentation and interview time have been set for _____ on the Fourth Floor (Room 410) of the Ronald Reagan Building located at 6300 Irvington Boulevard, Houston, Texas 77022.

The interview will be conducted by the HCDE Legal Services Sub-Committee comprised of 4 board members. However, other board members may possibly participate.

Your firm should be ready to present for a period of 20 minutes followed by question and answer session for another 25 minutes.

In preparation for the interview, we suggest that your firm be prepared to address your experiences, resources, and abilities to handle matters related to the following topics:

1. Familiarity with HCDE organizational structure under Chapter 17 and 18 of the Education Code
2. Robert's Rules of Order
3. Board Relations
4. Human Resources matters
5. Student Matters
6. Special Education Matters
7. Procurement Contracts
8. Property Tax Matters

If you have any questions or special accommodations are needed, please contact me at 713-696-1371 or email me at jamezcua@hcde-texas.org

Minutes for October 2th, 2018

The Board of Trustees Meeting began at 1:30 PM and adjourned at 12:06 PM.

The Board of Trustees in attendance were Louis Evans, Don Sumners, Erick Dick, Michael Wolfe and via Skype Erica Lee Carter. Staff attending were James Colbert Jr, Superintendent, Danielle Bartz, Chief of Staff, and Dr. Jesus Amezcua, Assistant Supt for Business.

The board was provided a copy of the respondents' submittals (attached). The committee requested that scores be sent to Board President Louis Evans who would submit them to Dr. Jesus Amezcua via email. The scores will be tabulated, summarized and provided to the committee.



Harris County Department of Education

Special Committee – Legal Services RFQ Review

SIGN-IN

October 02, 2018 11:30 a.m.

Begin 11:30 AM

VISITORS
PLEASE PRINT

Adjourn 12:06 PM

Name PLEASE PRINT

Representing/Title PLEASE PRINT

Eric Dicle

HCDE

Mike Wolfe

HCDE Trustee

Louis Evans

HCDE Trustee

Eric L. Carter

HCDE Trustee (Skype)

DON SUMNERS

HCDE TRUSTEE

Danielle Bartz

HCDE

James Colbert

HCDE

Jesus Amezcua

HCDE

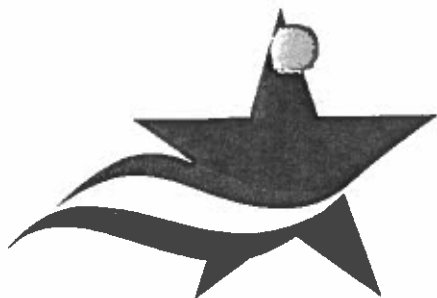
Minutes for October 10th, 2018

The Board of Trustees Meeting began at 1:30 PM and adjourned at 12:58PM.

The Board of Trustees in attendance were Louis Evans, Don Sumners, Erick Dick, Michael Wolfe and via Skype Erica Lee Carter. Staff attending were James Colbert Jr, Superintendent, Danielle Bartz, Chief of Staff, and Dr. Jesus Amezcua, Assistant Supt for Business.

The board committee was provided with a copy of the tabulation.

The committee selected the seven firms with highest points received to interview: KBS Law Group, Paul J Coselli, The Carmona Firm, Eichelbaum, Wardell, Hansen, Powell & Mehl, Edwards Sutarwalla, PLLC., Strahan Cain PLLC. Questions will be developed and provided to the committee for review.



Harris County Department of Education

Special Committee – Legal Services RFQ Review

SIGN-IN

October 10, 2018 11:30 a.m.

Open

11:30am

12:58

Adjourn

VISITORS PLEASE PRINT

Name PLEASE PRINT

Representing/Title PLEASE PRINT

James Colbert

HCDE

Eric Dye

Trustee

Mike Wolfe

Trustee

DON SUMNERS

TRUSTEE

Danielle Bartz

HCDE

Jesus Amercua

HCDE Business Office

Louis Evans

Trustee

Erica Lee Contr. participated by Skype

Personnel

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Information Items

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Regular Board Meeting**10.B.****Meeting Date:** January 16, 2019**Title:** December 2018 Employee Count**Submitted For:** Natasha Truitt, Human Resources**Submitted By:** Lydia Torres**Additional Resource****Personnel:**

Information**Posted Agenda Item:****December 2018 Employee Count****Subject:**

December 2018 Employee Count

Rationale:

December 2018 Employee Count

Attachments

December 2018 Employee Count

Form Review**Inbox**

Human Resources

Form Started By: Lydia Torres

Final Approval Date: 01/03/2019

Reviewed By

Patricia Menard

Date

01/03/2019 04:31 PM

Started On: 01/03/2019 02:49 PM



Employee Count - December 2018

	Full-Time										Part-Time							FT/PT Total
	A	AE	I	O	P	S	T	TS	Total	A	AE	I	O	P	S	TS	Total	
Academic & Behavior School East	3	1	23	1	4	2	0	24	57	0	0	1	0	0	0	1	2	59
Academic & Behavior School West	3	0	23	0	2	2	0	22	52	0	0	0	0	0	0	3	3	55
Administration	6	0	0	0	0	4	0	0	10	0	0	0	0	0	0	0	0	10
Adult Education	10	0	0	1	0	11	0	0	22	0	237	0	1	0	0	2	238	260
Business Services	8	0	0	0	0	7	0	0	15	0	0	0	0	0	0	0	0	15
Center For Grants Development	5	0	0	0	0	1	0	0	6	0	0	0	0	0	0	0	0	6
Center Safe & Secure Schools	5	0	0	0	0	0	0	0	5	0	0	0	0	0	0	0	0	5
Choice Partners	12	0	0	0	0	5	0	0	17	0	0	0	0	0	0	0	0	17
Client Engagement	5	0	0	0	0	1	1	0	7	0	0	0	0	0	0	0	0	7
Communications & Creative Services	3	0	0	0	0	0	4	0	7	0	0	0	0	0	0	0	0	7
Center For Afterschool Summer & Expan.	18	1	0	0	0	4	0	0	22	0	0	0	0	0	0	0	0	22
Educator Certification & Advancement	4	0	0	0	0	1	0	0	5	0	0	0	0	0	0	0	0	5
Facilities	5	0	0	37	0	6	0	0	48	0	0	0	1	0	0	0	1	49
Fortis Academy	1	0	1	0	2	1	0	5	10	0	0	0	0	0	0	0	0	10
Head Start	81	0	154	26	1	11	0	0	273	1	0	11	0	0	0	1	12	285
Highpoint East	3	0	5	0	3	3	0	20	34	0	0	1	0	0	0	2	3	37
Human Resources	7	1	0	0	0	3	0	0	10	0	0	0	0	0	0	0	0	10
Purchasing Support	4	0	0	0	0	2	0	0	6	0	0	0	0	0	0	0	0	6
Records Management	2	0	0	7	0	4	0	0	13	0	0	0	0	0	0	0	0	13
Research & Evaluation	7	1	0	0	0	1	0	0	8	0	0	0	0	0	0	0	0	8
School-Based Therapy Services	1	0	0	0	84	30	0	0	115	0	0	0	0	41	5	0	46	161
Schools	2	0	0	0	0	2	0	0	4	0	0	1	0	0	0	11	12	16
Teaching And Learning Center	8	0	0	0	0	4	0	0	12	0	0	0	0	0	0	0	0	12
Technology	0	0	0	0	0	1	19	0	20	0	0	0	0	0	0	0	0	20
Total	203	4	206	72	96	106	24	71	778	1	237	14	2	41	5	20	317	1 095

A = Administration
 AE = Adult Education
 I = Instructional Support
 O = Operations Support
 P = Professional Support
 S = Administrative Support
 T = Technology
 TS = Teachers

Meeting Date: January 16, 2019

Regular Board Meeting**10.C.**

Meeting Date: January 16, 2019
Title: Grant Submission
Submitted For: Gayla Rawlinson, Center for Grants Development
Submitted By: Joyce Akins
Additional Resource Lisa Felske, Dr. Frances
Personnel: Watson-Hester, Dr. Kimberly McLeod

Information**Posted Agenda Item:**

Submission of grant proposal to Dudley T. Dougherty Foundation in the amount of \$7,200 to support Teaching and Learning Center-Science's Weather Applications to Teach Environmental Resilience (WATER) project. Project focuses on Geographic Information Systems and plans to serve 100 students.

Subject:

Grant proposal; Teaching and Learning Center-Science; Dudley T. Dougherty Foundation

Rationale:

In collaboration with Education Foundation of Harris County, Center for Grants Development assisted TLC-Science to submit a proposal to support teaching Geographic Information Systems (GIS) and story mapping technology to 100 students. The project includes a 4-day GIS summer camp.

Attachments

Proposal to Dougherty Foundation - TLC Science - WATER Project

Form Review

Form Started By: Joyce Akins
Final Approval Date: 01/07/2019

Started On: 12/20/2018 08:49 AM

Summary of Proposal to Dougherty Foundation

In cooperation with the Education Foundation of Harris County, Center for Grants Development assisted the Teaching and Learning Center-Science to request \$7,200 from the Dudley T. Dougherty Foundation for the Weather Applications to Teach Environmental Resilience (WATER) project. The goals of the project are to teach students how to use Geographic Information Systems (GIS) and story mapping technology to raise awareness of environmental issues related to extreme weather events. Project objectives are to: 1) increase students' knowledge of local geography and weather patterns/systems through hands-on problem based learning; 2) increase student skills in using GIS software and other data to identify flood prone areas and economic impacts in underserved areas; and 3) promote community resilience by sharing tools and information with the public, with an emphasis on underserved populations.

The WATER project includes a four-day GIS Summer Camp for students, post-camp online activities and presentations to the community. Project partners include the Harris County Flood Control District; National Weather Service Houston/Galveston Office; Jesse H. Jones Park & Nature Center; Esri and others. The project will serve 100 students in face-to-face and online activities.

Regular Board Meeting**10.D.****Meeting Date:** January 16, 2019**Title:** Afterschool Strategic Investment Program FY 2018-2019**Submitted For:** Lisa Caruthers, Case for Kids **Submitted By:** Kimberlee Flowers**Additional Resource****Personnel:****Information****Posted Agenda Item:****Memorandum of Understanding Contracts (non-monetary) for the CASE for Kids Afterschool****Strategic Investment (ASI)program:** CASE for Kids certifies afterschool investments of public funds though five collaborators as part of our Houston Galveston Area Council contract.**Subject:**

MOU contracts for the CASE for Kids Afterschool Strategic Investment (ASI) Program FY 2018-2019.

Rationale:

CASE for Kids works with Boys and Girls Club of Houston, Alief ISD, Precinct One, Precinct2gether and Harris County Public Library to invest in out-school-time to support overall quality improvement through our partnership with Houston Galveston Area Council. Through a match certification program these organizations with access to public funds, partner with CASE for Kids to certify \$900,000 dedicated to out of school time programming.

In return, collaborators will have the opportunity to access the following CASE for Kids' resources and services: professional development, program materials and supplies, enrichment vendor placement, and student field experiences.

All services will be tailored to meet the needs of the partnering organization, based on the total amount of match dollars committed and identified need. The collaboration will be formalized through a non-monetary interlocal agreement. Eligibility for collaborators to serve students between the ages of 4 and 12 or up to 19 with a disability, offer consistent afterschool programming, use public funds to provide out of school time programs and activities. The CASE ASI Program is the result of collaboration between HCDE, the Houston-Galveston Area Council (HGAC), the Texas Workforce Commission (TWC) and Houston Endowment.

ASI Collaborator Certification Chart

ASI Collaborator	Minimum certification	Maximum certification	Value CASE for KIDS resources and staff support
Boys and Girls Club of Greater Houston	\$160,000	\$190,000	\$65,000
Alief ISD	\$36,000	\$41,000	\$14,600
Precinct One	\$350,000	\$400,000	\$53,000
Precinct2gether	\$34,000	\$48,000	\$12,600
Harris County Public Library	\$320,000	\$341,000	\$69,000
TOTAL	900,000	1,020,000	214,200

Attachments

**MEMORANDUM OF UNDERSTANDING
BETWEEN HARRIS COUNTY DEPARTMENT OF EDUCATION AND
BOYS AND GIRLS CLUB OF GREATER HOUSTON**

I. Introduction

This Memorandum of Understanding (the "MOU") is entered into between Harris County Department of Education ("HCDE" or the "Department"), a Texas county school department located at 6300 Irvington Boulevard, Houston, Texas 77022, and Boys & Girls Club of Greater Houston ("Contributor"), located at 815 Crosby Street, Houston, Texas, 77019.

Upon the execution of this MOU, the Contributor agrees to certify allowable funds for HCDE to draw down addition federal match funds in partnership with the Texas Workforce Commission ("TWC") through the Child Care and Development Fund ("CCDF"). Both the certified and match federal funds will be used for the provision of allowable childcare services or activities in the following local workforce development area: Gulf Coast Workforce Board area. This agreement is effective January 2, 2019 and continuing through September 30, 2019.

II. Allowable Certified Funds

The Contributor agrees to certify expenditures to HCDE in an amount no less than **\$160,000** and do not to exceed **\$190,000** and for HCDE to draw down available federal matching funds as authorized by the CCDF rules and regulations, including those promulgated at 45 CFR 98.53. The Contributor certifies that the funds used to certify expenditures to HCDE under this MOU:

1. are not federal funds, or are federal funds authorized by federal law to be used to match other federal funds;
2. are not used to match other federal funds;
3. represent expenditures eligible for federal match in accordance to Section III; and
4. do not represent expenditures for public prekindergarten programs as referenced in 45 CFR 98.53(h).

III. Expenditures eligible for federal match

Contributor agrees to only certify expenditures for federal match as allowed by applicable laws and rules, including, but not limited to, Texas Workforce Commission rules regarding allowable and unallowable expenditures. Contributor agrees to only certify expenditures to HCDE for federal match that are expenditures associated with after-school quality improvement care activities to support literacy and numeracy for children ages 4 through 12 in accordance with TWC rule 809 Tex. Admin. Code § 809.16. Below is a list of allowable expenses as of the date of the execution of this MOU; however, this list is not exhaustive, and Contributor agrees to follow all applicable rules regarding certification of funds under the CCDF program.

- Frontline personnel for literacy and numeracy activities
- Supplies and materials for literacy and numeracy activities
- Curriculum for literacy and numeracy activities
- Vendor fees for literacy and numeracy activities
- Professional development for program staff
- Mileage reimbursement to grant-related activities

- Coordination and management of the program

IV. Certification of Expenditures

The description below describes (1) the allowable child care services or activities that will result in Contributor's certified expenditures; the source of the certified funds and (2) the services and assistance HCDE agrees to provide in exchange for Contributor allowing HCDE to certify its expenditures to draw down federal CCDF matching funds.

Contributor Name: Boys & Girls Club of Greater Houston		
	Fund Use	Planned Funding (\$)
Child Care Quality Improvement	Expenditures certified by the Contributor resulted from quality improvement activities allowable under TWC rule 809 Tex. Admin. Code § 809.16. Source of certified funds in accordance to Section II: <u>Local tax dollars</u>	\$160,000
Harris County Department of Education		
Services and Supplies	In exchange for Contributor allowing HCDE to certify its expenditures to draw down federal CCDF match funds, HCDE agrees to provide the following services to Contributor, as allowable under applicable law and rules: <ol style="list-style-type: none"> 1. Professional development for staff, including on-site, customized staff trainings as determined by HCDE. 2. Vendor direct services to support literacy and numeracy for school-age children. 3. Field experiences to support literacy and numeracy for school-age children. 4. Materials and supplies to support activities that support literacy and numeracy for school-age children. <i>ASI Services and Supplies order deadline is July 26, 2019.</i>	\$41,000
Professional Development	25 free registrations to a CASE for Kids Symposium	\$1,000
HCDE/CASE for Kids training space	Accommodation for up to 150 ASI partner's staff at HCDE training facility for up to three 7(seven) hour days. Space provided as available.	\$12,000
Technical Assistance and Coordination	CASE for Kids staff support to coordinate services to Contributor and technical assistance	\$11,000
TOTAL	Value of Services from HCDE	\$65,000

The Contributor agrees to submit to HCDE monthly certification(s) of total expenditures for after-school programming, certifying that expenditures have resulted from activities allowable under applicable TWC rules, including TWC rule 809 Tex. Admin. Code § 809.16. The Contributor agrees to provide this certification on the forms attached hereto as Exhibit A. The Contributor shall maintain its records and accounts in a manner that shall assure a full accounting of all expenditures paid for with local eligible certified funds relating to this MOU. The Contributor agrees to submit Exhibit A to HCDE, by the 15th of each month. The Contributor's records and accounts shall also be retained by the Contributor 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 MOU. If an audit has been announced, the Contributor shall retain its records and accounts until such audit has been completed.

The Contributor 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, passed through the Texas Workforce Commission/Gulf Coast Workforce Solutions Board, including all applicable laws, rules, and regulations. 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 MOU, and regulations pertaining to copyrights and rights in data. The Contributor certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances in the attached certifications, which are incorporated herein by reference.

The Contributor further agrees that HCDE shall be the sole and exclusive owner of all funds received as federal CCDF match funds resulting from this MOU, and Contributor shall have no right whatsoever to the federal CCDF match funds, including those federal CCDF match funds received as a result of Contributor's certification of its expenditures to HCDE.

V. Federal Funds Provisions.

- (a) **Non-Appropriation.** This MOU is a commitment of HCDE's current revenue only. Notwithstanding anything to the contrary in this MOU, HCDE is obligated to provide the services outlined herein only as approved each year by HCDE's Board of Trustees. HCDE's Board of Trustees retains the right to terminate the MOU at the expiration of each budget period of HCDE. Contributor acknowledges that HCDE will use federal funds, including but not limited to federal CCDF match funds, to fulfill its obligations under this MOU. As such, if HCDE does not receive sufficient federal CCDF match funds to fulfill its obligations outlined in this MOU, HCDE may terminate this MOU without penalty or further obligation to Contributor, at any time upon written notice to Contributor.
- (b) **Records Retention.** Because federal funds are expended by HCDE pursuant to this MOU, Contributor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Contributor further certifies that Contributor will retain all records as required by 2 CFR § 200.333 for a period of

three years after the submission of final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

- (c) **Conflict of Interest Requirements.** In accordance 2 CFR § 318(c)(1), no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the 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 a firm considered for a contract.

VI. Authorization and Related Parties

By signing below, each party represents that s/he is authorized to execute this MOU and is bound to all terms of the MOU, and to bind all related or affiliated institutions, individuals, employees or contractors. This MOU may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument.

VII. Term and Termination

This MOU shall be for the period beginning January 2, 2019 through September 30, 2019 unless terminated earlier as provided herein. The MOU is renewable for additional periods upon mutual written agreement by the authorized representatives of each party.

Either party may terminate this MOU, without cause, upon at least thirty (30) days prior written notice to the other party, with termination effective upon the expiration of the thirty (30) days or as mutually agreed to by the parties. Additionally, HCDE may immediately terminate this MOU should HCDE determine that Contributor has failed to comply with any applicable law; in the event of immediate termination, HCDE shall send notice of the immediate termination to Contributor as soon as practicable.

VIII. Notices

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, return receipt requested, courier delivery, or receipted overnight mail, and shall be deemed received upon the earlier of (a) the date of delivery, if personally delivered, or (b) three (3) business days after the date of posting by the U.S. postal service, if mailed. Either party may change such address for notice for the party designated to receive such notice by giving advance written notice to the other party as provided in this paragraph. All such notices or communications shall be addressed as follows:

For Contributor:
Zena Campbell
Vice President, Program Services
815 Crosby Street

Houston, TX 77019
zcampell@bgcgh.org

For Harris County Department of Education:

Dr. Jesus J. Amezcua
Assistant Superintendent of Business Services
6300 Irvington Blvd. Houston, TX 77055
713-694-6300
jamezcua@hcde-texas.org

For CASE for Kids

Dr. Lisa Caruthers
Director of CASE for Kids
6300 Irvington Blvd. Houston, TX 77055
713-696-1336
lcaruthers@hcde-texas.org

IX. Indemnity

CONTRIBUTOR AGREES THAT CONTRIBUTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS HCDE AND HCDE'S PAST, PRESENT, AND FUTURE TRUSTEES, OFFICERS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, COSTS, AND EXPENSES, INCLUDING, WITHOUT LIMITATION, COURT COSTS AND REASONABLE ATTORNEYS' FEES, OF ANY KIND OR NATURE ASSERTED BY ANY THIRD PARTY, OCCURRING OR IN ANY WAY INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH THIS MOU.

Contributor's obligations under this clause shall survive termination or expiration of this MOU.

X. Relationship of the parties

It is understood and agreed that Contributor is a separate legal entity from HCDE and Contributor is not an employee, agent, joint venturer, or partner of HCDE. Nothing in this MOU shall be interpreted or construed as creating or establishing the relationship of employer and employee between HCDE and either Contributor or any employee or agent of Contributor. Contributor assumes full responsibility for the actions of its employees, contractors, and agents and shall remain solely responsible for their supervision, direction and control, payment of salary, workers' compensation, disability benefits, and like requirements and obligations. Contributor agrees that HCDE has no responsibility for any conduct of Contributor or Contributor's employees, contractors, or agents. This MOU shall not be construed or deemed an endorsement of Contributor by HCDE.

XI. No waiver of HCDE's immunity

The execution of this MOU and the performance by 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.

XII. No third-party beneficiaries

Nothing in this MOU 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 MOU.

XIII. Governing law and venue

This MOU shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws and provisions. 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 MOU and the attached and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the MOU and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this MOU.

XV. Severability

In the event that any one or more of the provisions contained in this MOU 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 MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XVI. Interpretation

The parties agree that the normal rules of construction that require that any ambiguities in this MOU are to be construed against the drafter shall not be employed in the interpretation of this MOU.

XVII. Changes and amendments

This MOU may be amended, modified, and/or supplemented only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this MOU.

XVIII. No assignment

Neither this MOU nor any rights, duties, or obligations under it shall be assignable by Contributor without the prior written acknowledgment and authorization of HCDE. Any attempted assignment by Contributor without HCDE's prior written consent shall be void.

XIX. No wavier

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 MOU shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

XX. Public Information

Contributor acknowledges that HCDE is subject to the Texas Public Information Act, and Contributor waives any claim against and releases from liability HCDE, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this MOU or otherwise created, assembled, maintained, or held by Contributor 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.

CONTRIBUTOR NAME

HARRIS COUNTY DEPARTMENT OF
EDUCATION

By:  11-14-18
Date

By: _____
Date

Title: VP of Programs and Club Operations

**MEMORANDUM OF UNDERSTANDING
BETWEEN HARRIS COUNTY DEPARTMENT OF EDUCATION AND
ALIEF INDEPENDENT SCHOOL DISTRICT**

I. Introduction

This Memorandum of Understanding (the "MOU") is entered into between Harris County Department of Education ("HCDE" or the "Department"), a Texas county school department located at 6300 Irvington Boulevard, Houston, Texas 77022, and Alief-Independent School District ("Contributor"), located at 4250 Cook Road, Houston, Texas, 77072.

Upon the execution of this MOU, the Contributor agrees to certify allowable funds for HCDE to draw down addition federal match funds in partnership with the Texas Workforce Commission ("TWC") through the Child Care and Development Fund ("CCDF"). Both the certified and match federal funds will be used for the provision of allowable childcare services or activities in the following local workforce development area: Gulf Coast Workforce Board area. This agreement is effective January 2, 2019 and continuing through September 30, 2019.

II. Allowable Certified Funds

The Contributor agrees to certify expenditures to HCDE in an amount no less than \$36,000 and do not to exceed \$43,000 and for HCDE to draw down available federal matching funds as authorized by the CCDF rules and regulations, including those promulgated at 45 CFR 98.53. The Contributor certifies that the funds used to certify expenditures to HCDE under this MOU:

1. are not federal funds, or are federal funds authorized by federal law to be used to match other federal funds;
2. are not used to match other federal funds;
3. represent expenditures eligible for federal match in accordance to Section III; and
4. do not represent expenditures for public prekindergarten programs as referenced in 45 CFR 98.53(h).

III. Expenditures eligible for federal match

Contributor agrees to only certify expenditures for federal match as allowed by applicable laws and rules, including, but not limited to, Texas Workforce Commission rules regarding allowable and unallowable expenditures. Contributor agrees to only certify expenditures to HCDE for federal match that are expenditures associated with after-school quality improvement care activities to support literacy and numeracy for children ages 4 through 12 in accordance with TWC rule 809 Tex. Admin. Code § 809.16. Below is a list of allowable expenses as of the date of the execution of this MOU; however, this list is not exhaustive, and Contributor agrees to follow all applicable rules regarding certification of funds under the CCDF program.

- Frontline personnel for literacy and numeracy activities
- Supplies and materials for literacy and numeracy activities
- Curriculum for literacy and numeracy activities
- Vendor fees for literacy and numeracy activities
- Professional development for program staff
- Mileage reimbursement to grant-related activities
- Coordination and management of the program

IV. Certification of Expenditures

The description below describes (1) the allowable child care services or activities that will result in Contributor's certified expenditures; the source of the certified funds and (2) the services and assistance HCDE agrees to provide in exchange for Contributor allowing HCDE to certify its expenditures to draw down federal CCDF matching funds.

Contributor Name: Alief Independent School District		
	Fund Use	Planned Funding (\$)
Child Care Quality Improvement	Expenditures certified by the Contributor resulted from quality improvement activities allowable under TWC rule 809 Tex. Admin. Code § 809.16. Source of certified funds in accordance to Section II: <u>Local tax dollars</u>	\$39,000
Harris County Department of Education		
Services and Supplies	In exchange for Contributor allowing HCDE to certify its expenditures to draw down federal CCDF match funds, HCDE agrees to provide the following services to Contributor, as allowable under applicable law and rules: 1. Professional development for staff, including on-site, customized staff trainings as determined by HCDE. 2. Vendor direct services to support literacy and numeracy for school-age children. 3. Field experiences to support literacy and numeracy for school-age children. 4. Materials and supplies to support activities that support literacy and numeracy for school-age children. <i>ASI Services and Supplies order deadline is July 26, 2019.</i>	\$10,000
Professional Development	15 free registrations to a CASE for Kids Symposium	\$600
Technical Assistance and Coordination	CASE for Kids staff support to coordinate services to Contributor and technical assistance	\$4,000
TOTAL	<u>Local and matched federal</u> funds resulting from certification of expenditures	\$14,600

The Contributor agrees to submit to HCDE monthly certification(s) of total expenditures for after-school programming, certifying that expenditures have resulted from activities allowable under applicable TWC rules, including TWC rule 809 Tex. Admin. Code § 809.16. The Contributor agrees to provide this certification on the forms attached hereto as Exhibit A. The Contributor shall maintain its records and accounts in a manner that shall assure a full accounting of all expenditures paid for with local eligible certified funds relating to this MOU. The Contributor agrees to submit Exhibit A to HCDE, by the 15th of each month. The Contributor's records and accounts shall also be retained by the Contributor 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 MOU. If an audit has been announced, the Contributor shall retain its records and accounts until such audit has been completed.

The Contributor 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, passed through the Texas Workforce Commission/Gulf Coast Workforce Solutions Board, including all applicable laws, rules, and regulations. 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 MOU, and regulations pertaining to copyrights and rights in data. The Contributor certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances in the attached certifications, which are incorporated herein by reference.

The Contributor further agrees that HCDE shall be the sole and exclusive owner of all funds received as federal CCDF match funds resulting from this MOU, and Contributor shall have no right whatsoever to the federal CCDF match funds, including those federal CCDF match funds received as a result of Contributor's certification of its expenditures to HCDE.

V. Federal Funds Provisions.

- (a) **Non-Appropriation.** This MOU is a commitment of HCDE's current revenue only. Notwithstanding anything to the contrary in this MOU, HCDE is obligated to provide the services outlined herein only as approved each year by HCDE's Board of Trustees. HCDE's Board of Trustees retains the right to terminate the MOU at the expiration of each budget period of HCDE. Contributor acknowledges that HCDE will use federal funds, including but not limited to federal CCDF match funds, to fulfill its obligations under this MOU. As such, if HCDE does not receive sufficient federal CCDF match funds to fulfill its obligations outlined in this MOU, HCDE may terminate this MOU without penalty or further obligation to Contributor, at any time upon written notice to Contributor.
- (b) **Records Retention.** Because federal funds are expended by HCDE pursuant to this MOU, Contributor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Contributor further certifies that Contributor will retain all records as required by 2 CFR § 200.333 for a period of three years after the submission of final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

- (c) **Conflict of Interest Requirements.** In accordance 2 CFR § 318(c)(1), no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the 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 a firm considered for a contract.
-

VI. Authorization and Related Parties

By signing below, each party represents that s/he is authorized to execute this MOU and is bound to all terms of the MOU, and to bind all related or affiliated institutions, individuals, employees or contractors. This MOU may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument.

VII. Term and Termination

This MOU shall be for the period beginning January 2, 2019 through September 30, 2019, unless terminated earlier as provided herein. The MOU is renewable for additional periods upon mutual written agreement by the authorized representatives of each party.

Either party may terminate this MOU, without cause, upon at least thirty (30) days prior written notice to the other party, with termination effective upon the expiration of the thirty (30) days or as mutually agreed to by the parties. Additionally, HCDE may immediately terminate this MOU should HCDE determine that Contributor has failed to comply with any applicable law; in the event of immediate termination, HCDE shall send notice of the immediate termination to Contributor as soon as practicable.

VIII. Notices

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, return receipt requested, courier delivery, or receipted overnight mail, and shall be deemed received upon the earlier of (a) the date of delivery, if personally delivered, or (b) three (3) business days after the date of posting by the U.S. postal service, if mailed. Either party may change such address for notice for the party designated to receive such notice by giving advance written notice to the other party as provided in this paragraph. All such notices or communications shall be addressed as follows:

For Contributor:
HD Chambers
Superintendent, Alief ISO
4250 Cook Road
Houston, TX 77072

For Harris County Department of Education:

Dr. Jesus J. Amezcua

Assistant Superintendent of Business Services

6300 Irvington Blvd. Houston, TX 77055

713-694-6300

jamezcua@hcde-texas.org

For CASE for Kids

Dr. Lisa Caruthers

Director of CASE for Kids

6300 Irvington Blvd. Houston, TX 77055

713-696-1336

lcaruthers@hcde-texas.org

IX. Indemnity

CONTRIBUTOR AGREES THAT CONTRIBUTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS HCDE AND HCDE'S PAST, PRESENT, AND FUTURE TRUSTEES, OFFICERS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, COSTS, AND EXPENSES, INCLUDING, WITHOUT LIMITATION, COURT COSTS AND REASONABLE ATTORNEYS' FEES, OF ANY KIND OR NATURE ASSERTED BY ANY THIRD PARTY, OCCURRING OR IN ANY WAY INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH THIS MOU.

Contributor's obligations under this clause shall survive termination or expiration of this MOU.

X. Relationship of the parties

It is understood and agreed that Contributor is a separate legal entity from HCDE and Contributor is not an employee, agent, joint venturer, or partner of HCDE. Nothing in this MOU shall be interpreted or construed as creating or establishing the relationship of employer and employee between HCDE and either Contributor or any employee or agent of Contributor. Contributor assumes full responsibility for the actions of its employees, contractors, and agents and shall remain solely responsible for their supervision, direction and control, payment of salary, workers' compensation, disability benefits, and like requirements and obligations. Contributor agrees that HCDE has no responsibility for any conduct of Contributor or Contributor's employees, contractors, or agents. This MOU shall not be construed or deemed an endorsement of Contributor by HCDE.

XI. No waiver of HCDE's immunity

The execution of this MOU and the performance by 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.

XII. No third-party beneficiaries

Nothing in this MOU 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 MOU.

XIII. Governing law and venue

This MOU shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws and provisions. 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 MOU and the attached and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the MOU and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this MOU.

XV. Severability

In the event that any one or more of the provisions contained in this MOU 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 MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XVI. Interpretation

The parties agree that the normal rules of construction that require that any ambiguities in this MOU are to be construed against the drafter shall not be employed in the interpretation of this MOU.

XVII. Changes and amendments

This MOU may be amended, modified, and/or supplemented only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this MOU.

XVIII. No assignment

Neither this MOU nor any rights, duties, or obligations under it shall be assignable by Contributor without the prior written acknowledgment and authorization of HCDE. Any attempted assignment by Contributor without HCDE's prior written consent shall be void.

XIX. No waiver

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 MOU shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

XX. Public Information

Contributor acknowledges that HCDE is subject to the Texas Public Information Act, and Contributor waives any claim against and releases from liability HCDE, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this MOU or otherwise created, assembled, maintained, or held by Contributor 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.

CONTRIBUTOR NAME

HARRIS COUNTY DEPARTMENT OF
EDUCATION

By: 

10/18/18
Date

By: _____

Date

Title: 

Exhibit A

Required Match Certification

Instructions: Use this form to describe and account for Contributor's expenditures related to activities in compliance with TWC rule 809 Tex. Admin. Code § 809.16. Relevant attachments to document expenditures should be attached (e.g. general ledgers, time sheets, invoices, etc.). Please return to CASE for Kids on a monthly basis.

SECTION I SITE AND FUNDING INFORMATION		
Name		District
Source of funds: <input type="checkbox"/> local tax dollars (describe: _____) <input type="checkbox"/> federal funds authorized by law to be used to match other federal funds (describe: _____)		
SECTION II MATCH BUDGET		
BUDGET CATEGORY	DESCRIPTION OF EXPENDITURES	AMOUNT
Payroll Costs		
Professional/Contracted Services		
Supplies and Materials		
Other Operating Costs		
Licensing Costs		
TOTAL		
SECTION III CERTIFICATION		
I hereby certify that the information provided is true and accurate and meets all applicable requirements, including those outlined in the MOU between Contributor and HCDE.		
SITE MANAGER		DATE
EXECUTIVE DIRECTOR		DATE

ASI Site and Participation Form

Instructions: Use this form to submit the site names, ASI resources, and number of students and/or adults at each site that benefitted from ASI resources. Please return to CASE for Kids on a monthly basis with your monthly expenditures and back up documentation. Please note, ASI resources cannot be used for CASE for Kids Partnership Project sites until the ASI Partner has matched all funds required for the CASE ASI Partnership Project. CASE for Kids will not allow duplication of services to sites already funded by CASE for Kids Partnership Project.

SECTION I ORGANIZATION INFORMATION			
Organization Name:		Reporting Month:	
SECTION II SITE AND PARTICIPATION			
SITE SERVED	ASI RESOURCES Enter all that apply: materials, provider, field trip, prof. development	NUMBER OF STUDENTS UTILIZED ASI RESOURCES	NUMBER OF STAFF UTILIZED ASI RESOURCES
TOTAL			
SECTION III CERTIFICATION			
I hereby certify that the information provided is true and accurate and meets all applicable requirements, including those outlined in the MOU between Contributor and HCDE.			
X			
ORGANIZATION REPRESENTATIVE SIGNATURE			DATE

Submit form to Chasidy Celestine at Chcelestine@hcde-texas.org
If you have additional sites, please use additional forms as needed.

**Harris County Department of Education
Afterschool Strategic Investment (ASI) Required Match Certification**

ASI Collaborators must certify that local match funds have been expended in accordance with the current Memorandum of Understanding 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.

Received From Contributors Listed Below and Submitted Through:			
Organization: <u>Harris County of Education (HCDE)</u>		HCDE Contact: <u>Chasidy Celestine</u>	
HCDE Address: <u>6300 Irvington Blvd.</u> <u>Houston, TX 77018</u>		Phone #: <u>713-696-1773</u>	
ASI Collaborator Information:			
Organization: _____		Contact: _____	
Address: _____		Contact Phone #: _____	
State/Zipcode: _____			

Date: _____	Organization Tax ID #: _____
-------------	------------------------------

* Type of Pledge: (C) Certification

Certification of Child Care Expenditures			
Certified Local Share:	Quality Improvement	\$ _____	40 TAC §809.16
	YTD Certification	\$ _____	
	Total Certified	\$ _____	
			Certification Time Period: <u>09/01/2019 - 09/30/2019</u>
<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"> 1 are not federal funds or are federal funds authorized by federal law to be used to match other federal funds, 2 are not used to match other federal funds, 3 represent expenditures eligible for federal match; and 4 do not represent expenditures for public prekindergarten programs as referenced in Title 45 CFR §98.53(h) of CCDF regulations 			
Signature - Authorized District/Organization Administrator		Date	
Printed Name - Authorized District/Organization Administrator		Title	

Send the signed certification form and back-up documentation to:

Harris County Department of Education
c/o CASE for Kids
Attention: Chasidy Celestine & Fadi Khirish
chcelestine@hcde-texas.org / fkhirish@hcde-texas.org
6300 Irvington Blvd.
Houston, TX 77022

**MEMORANDUM OF UNDERSTANDING
BETWEEN HARRIS COUNTY DEPARTMENT OF EDUCATION AND
PRECINCT ONE**

I. Introduction

This Interlocal Agreement (the “MOU”) is entered into between Harris County Department of Education (“HCDE” or the “Department”), a Texas county school department located at 6300 Irvington Boulevard, Houston, Texas 77022, and Harris County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Harris County Commissioner Precinct 1 (“Contributor”), located at 7901 El Rio St., Houston, TX 77054.

Upon the execution of this MOU, the Contributor agrees to certify allowable funds for HCDE to draw down addition federal match funds in partnership with the Texas Workforce Commission (“TWC”) through the Child Care and Development Fund (“CCDF”). Both the certified and match federal funds will be used for the provision of allowable childcare services or activities in the following local workforce development area: Gulf Coast Workforce Board area. This agreement is effective January 2, 2019 and continuing through September 30, 2019.

II. Allowable Certified Funds

The Contributor agrees to certify expenditures to HCDE in an amount no less than \$350,000 and do not to exceed \$400,000 and for HCDE to draw down available federal matching funds as authorized by the CCDF rules and regulations, including those promulgated at 45 CFR 98.53. The Contributor certifies that the funds used to certify expenditures to HCDE under this MOU:

1. are not federal funds, or are federal funds authorized by federal law to be used to match other federal funds;
2. are not used to match other federal funds;
3. represent expenditures eligible for federal match in accordance to Section III; and
4. do not represent expenditures for public prekindergarten programs as referenced in 45 CFR 98.53(h).

III. Expenditures eligible for federal match

Contributor agrees to only certify expenditures for federal match as allowed by applicable laws and rules, including, but not limited to, Texas Workforce Commission rules regarding allowable and unallowable expenditures. Contributor agrees to only certify expenditures to HCDE for federal match that are expenditures associated with after-school quality improvement care activities to support literacy and numeracy for children ages 4 through 12 in accordance with TWC rule 809 Tex. Admin. Code § 809.16. Below is a list of allowable expenses as of the date of the execution of this MOU; however, this list is not exhaustive, and Contributor agrees to follow all applicable rules regarding certification of funds under the CCDF program.

- Frontline personnel for literacy and numeracy activities
- Supplies and materials for literacy and numeracy activities
- Curriculum for literacy and numeracy activities
- Vendor fees for literacy and numeracy activities
- Professional development for program staff
- Mileage reimbursement to grant-related activities

- Coordination and management of the program

IV. Certification of Expenditures

The description below describes (1) the allowable child care services or activities that will result in Contributor's certified expenditures; the source of the certified funds and (2) the services and assistance HCDE agrees to provide in exchange for Contributor allowing HCDE to certify its expenditures to draw down federal CCDF matching funds.

Contributor Name: Harris County Precinct One		
	Fund Use	Planned Funding (\$)
Child Care Quality Improvement	Expenditures certified by the Contributor resulted from quality improvement activities allowable under TWC rule 809 Tex. Admin. Code § 809.16. Source of certified funds in accordance to Section II: <u>Local tax dollars</u>	\$350,000
Harris County Department of Education		
Services and Supplies	In exchange for Contributor allowing HCDE to certify its expenditures to draw down federal CCDF match funds, HCDE agrees to provide the following services to Contributor, as allowable under applicable law and rules: <ol style="list-style-type: none"> 1. Professional development for staff, including on-site, customized staff trainings as determined by HCDE. 2. Vendor direct services to support literacy and numeracy for school-age children. 3. Field experiences to support literacy and numeracy for school-age children. 4. Materials and supplies to support activities that support literacy and numeracy for school-age children. <i>ASI Services and Supplies order deadline is July 26, 2019.</i>	\$40,000
Professional Development	25 free registrations to a CASE for Kids Symposium	\$1,000
Technical Assistance and Coordination	CASE for Kids staff support to coordinate services to Contributor and technical assistance	\$12,000
TOTAL	<u>Value of Services from HCDE</u>	\$53,000

The Contributor agrees to submit to HCDE monthly certification(s) of total expenditures for after-school programming, certifying that expenditures have resulted from activities allowable under applicable TWC rules, including TWC rule 809 Tex. Admin. Code § 809.16. The Contributor agrees to provide this certification on the forms attached hereto as Exhibit A. The Contributor shall maintain its records and accounts in a manner that shall assure a full accounting of all expenditures paid for with local eligible certified funds relating to this MOU. The Contributor

agrees to submit Exhibit A to HCDE, by the 15th of each month. The Contributor's records and accounts shall also be retained by the Contributor 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 MOU. If an audit has been announced, the Contributor shall retain its records and accounts until such audit has been completed.

The Contributor 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, passed through the Texas Workforce Commission/Gulf Coast Workforce Solutions Board, including all applicable laws, rules, and regulations. 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 MOU, and regulations pertaining to copyrights and rights in data. The Contributor certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances in the attached certifications, which are incorporated herein by reference.

The Contributor further agrees that HCDE shall be the sole and exclusive owner of all funds received as federal CCDF match funds resulting from this MOU, and Contributor shall have no right whatsoever to the federal CCDF match funds, including those federal CCDF match funds received as a result of Contributor's certification of its expenditures to HCDE.

V. Federal Funds Provisions.

- (a) **Non-Appropriation.** This MOU is a commitment of HCDE's current revenue only. Notwithstanding anything to the contrary in this MOU, HCDE is obligated to provide the services outlined herein only as approved each year by HCDE's Board of Trustees. HCDE's Board of Trustees retains the right to terminate the MOU at the expiration of each budget period of HCDE. Contributor acknowledges that HCDE will use federal funds, including but not limited to federal CCDF match funds, to fulfill its obligations under this MOU. As such, if HCDE does not receive sufficient federal CCDF match funds to fulfill its obligations outlined in this MOU, HCDE may terminate this MOU without penalty or further obligation to Contributor, at any time upon written notice to Contributor.
- (b) **Records Retention.** Because federal funds are expended by HCDE pursuant to this MOU, Contributor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Contributor further certifies that Contributor will retain all records as required by 2 CFR § 200.333 for a period of three years after the submission of final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- (c) **Conflict of Interest Requirements.** In accordance 2 CFR § 318(c)(1), no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the 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 a firm considered for a contract.

VI. Authorization and Related Parties

By signing below, each party represents that s/he is authorized to execute this MOU and is bound to all terms of the MOU, and to bind all related or affiliated institutions, individuals, employees or contractors. This MOU may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument.

VII. Term and Termination

This MOU shall be for the period beginning January 2, 2019 through September 30, 2019, unless terminated earlier as provided herein. The MOU is renewable for additional periods upon mutual written agreement by the authorized representatives of each party.

Either party may terminate this MOU, without cause, upon at least thirty (30) days prior written notice to the other party, with termination effective upon the expiration of the thirty (30) days or as mutually agreed to by the parties. Additionally, HCDE may immediately terminate this MOU should HCDE determine that Contributor has failed to comply with any applicable law; in the event of immediate termination, HCDE shall send notice of the immediate termination to Contributor as soon as practicable.

VIII. Notices

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, return receipt requested, courier delivery, or receipted overnight mail, and shall be deemed received upon the earlier of (a) the date of delivery, if personally delivered, or (b) three (3) business days after the date of posting by the U.S. postal service, if mailed. Either party may change such address for notice for the party designated to receive such notice by giving advance written notice to the other party as provided in this paragraph. All such notices or communications shall be addressed as follows:

For Contributor:

Commissioner Rodney Ellis
Harris County Precinct One
7901 El Rio Street
Houston, TX 77054
713-991-6881

For Harris County Department of Education:

Dr. Jesus J. Amezcua
Assistant Superintendent of Business Services
6300 Irvington Blvd. Houston, TX 77055
713-694-6300
jamezcua@hcde-texas.org

For CASE for Kids
Dr. Lisa Caruthers
Director of CASE for Kids
6300 Irvington Blvd. Houston, TX 77055
713-696-1336
lcaruthers@hcde-texas.org

IX. Relationship of the parties

It is understood and agreed that Contributor is a separate legal entity from HCDE and Contributor is not an employee, agent, joint venturer, or partner of HCDE. Nothing in this MOU shall be interpreted or construed as creating or establishing the relationship of employer and employee between HCDE and either Contributor or any employee or agent of Contributor. Contributor assumes full responsibility for the actions of its employees, contractors, and agents and shall remain solely responsible for their supervision, direction and control, payment of salary, workers' compensation, disability benefits, and like requirements and obligations. Contributor agrees that HCDE has no responsibility for any conduct of Contributor or Contributor's employees, contractors, or agents. This MOU shall not be construed or deemed an endorsement of Contributor by HCDE.

X. No waiver of HCDE's immunity

The execution of this MOU and the performance by HCDE or the County of any of their obligations hereunder are not, and are not intended to waive or relinquish, and HCDE and the County shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to HCDE or the County, its trustees, officers, officials, employees, or agents under federal or Texas laws.

XI. No third-party beneficiaries

Nothing in this MOU 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 MOU.

XII. Governing law and venue

This MOU shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws and provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Harris County, Texas.

XIII. Entire agreement

This MOU and the attached and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the MOU and supersede any other

representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this MOU.

XIV. Severability

In the event that any one or more of the provisions contained in this MOU 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 MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XV. Interpretation

The parties agree that the normal rules of construction that require that any ambiguities in this MOU are to be construed against the drafter shall not be employed in the interpretation of this MOU.

XVI. Changes and amendments

This MOU may be amended, modified, and/or supplemented only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this MOU.

XVII. No assignment

Neither this MOU nor any rights, duties, or obligations under it shall be assignable by Contributor without the prior written acknowledgment and authorization of HCDE. Any attempted assignment by Contributor without HCDE's prior written consent shall be void.

XVIII. No wavier

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 MOU shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

XIX. Public Information

Contributor acknowledges that HCDE is subject to the Texas Public Information Act, and Contributor waives any claim against and releases from liability HCDE, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this MOU or otherwise created, assembled, maintained, or held by Contributor 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.

CONTRIBUTOR NAME

HARRIS COUNTY DEPARTMENT OF
EDUCATION

By: _____
Date

By: _____
Date

Title: COUNTY JUDGE

APPROVED AS TO FORM:
VINCE RYAN
COUNTY ATTORNEY

By: _____
Barbara Smith Armstrong
Senior Assistant County Attorney
C.A. File 18GEN2304

Exhibit A

Required Match Certification

Instructions: Use this form to describe and account for Contributor's expenditures related to activities in compliance with TWC rule 809 Tex. Admin. Code § 809.16. Relevant attachments to document expenditures should be attached (e.g. general ledgers, time sheets, invoices, etc.). Please return to CASE for Kids on a monthly basis.

SECTION I SITE AND FUNDING INFORMATION			
Name		District	
Source of funds: <input type="checkbox"/> local tax dollars (describe: _____) <input type="checkbox"/> federal funds authorized by law to be used to match other federal funds (describe: _____)			
SECTION II MATCH BUDGET			
BUDGET CATEGORY	DESCRIPTION OF EXPENDITURES	AMOUNT	
Payroll Costs			
Professional/Contracted Services			
Supplies and Materials			
Other Operating Costs			
Licensing Costs			
TOTAL			
SECTION III CERTIFICATION			
I hereby certify that the information provided is true and accurate and meets all applicable requirements, including those outlined in the MOU between Contributor and HCDE.			
SITE MANAGER		DATE	
EXECUTIVE DIRECTOR		DATE	

ASI Site and Participation Form

Instructions: Use this form to submit the site names, ASI resources, and number of students and/or adults at each site that benefitted from ASI resources. Please return to CASE for Kids on a monthly basis with your monthly expenditures and back up documentation. Please note, ASI resources cannot be used for CASE for Kids Partnership Project sites until the ASI Partner has matched all funds required for the CASE ASI Partnership Project. CASE for Kids will not allow duplication of services to sites already funded by CASE for Kids Partnership Project.

SECTION I ORGANIZATION INFORMATION			
Organization Name:		Reporting Month:	
SECTION II SITE AND PARTICIPATION			
SITE SERVED	ASI RESOURCES <small>Enter all that apply: materials, provider, field trip, prof. development</small>	NUMBER OF STUDENTS UTILIZED ASI RESOURCES	NUMBER OF STAFF UTILIZED ASI RESOURCES
TOTAL			
SECTION III CERTIFICATION			
I hereby certify that the information provided is true and accurate and meets all applicable requirements, including those outlined in the MOU between Contributor and HCDE.			
X			
ORGANIZATION REPRESENTATIVE SIGNATURE			DATE

Submit form to Chasidy Celestine at Chcelestine@hcde-texas.orgs
If you have additional sites, please use additional forms as needed.

**Harris County Department of Education
Afterschool Strategic Investment (ASI) Required Match Certification**

ASI Collaborators must certify that local match funds have been expended in accordance with the current Memorandum of Understanding 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 809.10, 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.

Received From Contributors Listed Below and Submitted Through:			
Organization: <u>Harris County of Education (HCDE)</u>		HCDE Contact: <u>Chasidy Celestine</u>	
HCDE Address: <u>6300 Irvington Blvd.</u> <u>Houston, TX 77018</u>		Phone #: <u>713-636-1773</u>	
ASI Collaborator Information:			
Organization: _____		Contact: _____	
Address: _____		Contact Phone #: _____	
State/Zipcode: _____			

Date: _____	Organization Tax ID #: _____
-------------	------------------------------

* Type of Pledge: (C) Certification

Certification of Child Care Expenditures			
Certified Local Share:	Quality Improvement	0	40 TAC §308.10
	YTD Certification	0	
	Total Certified	0	
			Certification Time Period: <u>00/00/0000 - 00/00/0000</u>

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:

1. are not federal funds, or are federal funds authorized by federal law to be used to match other federal funds;
2. are not used to match other federal funds;
3. represent expenditures eligible for federal match; and
4. do not represent expenditures for public prekindergarten programs as referenced in Title 45 CFR §38.53(n) of CCDF regulations

_____ Signature - Authorized District/Organization Administrator	_____ Date
_____ Printed Name - Authorized District/Organization Administrator	_____ Title

Send the signed certification form and back-up documentation to:

Harris County Department of Education
c/o CASE for Kids
Attention: Chasidy Celestine & Fadi Khirish
chcelestine@harris-texas.org fkhirish@harris-texas.org
6300 Irvington Blvd.
Houston, TX 77022



Commissioner Jack Morman

Harris County Precinct Two

1001 Preston, Suite 924 • Houston, TX 77002 • Tel: 713.755.6220 • Fax: 713.755.8810

December 3, 2018

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

RE: HCDE CASE for KIDS Afterschool Strategic Investment (ASI) Program (PY2019)

Dear Dr. Amezcua:

Harris County Precinct Two supports the efforts of the Precinct2gether Youth Program. The precinct commits to providing the following matching funds toward Precinct2gether, Inc.'s 2019 application to HCDE CASE for KIDS Afterschool Strategic Investment (ASI) Program.

The match will reflect local funds through our certified budget associated with the Youth Education Town II facility (YET Center) located at 10918 ½ Bentley, Houston, Texas 77093, in the amount of \$34,000 to \$48,000, which will be provided during the grant period of January 2, 2019 through September 30, 2019, to be used for HCDE CASE for KIDS ASI Program to draw down available federal matching funds towards this project.

The Precinct2gether Youth Program is dedicated to meeting the needs of at-risk children and their families living in underserved and unincorporated communities of Harris County, Precinct Two. I am thoroughly committed to ensure the continued success of the Youth Program.

Sincerely,

A blue ink signature of Jack Morman, written in a cursive style.

Jack Morman
Commissioner

JM/tt

cc: Dr. Lisa Caruthers, Director of CASE for KIDS
Helen Berrott-Tims, Executive Director, Precinct2gether, Inc.

**MEMORANDUM OF UNDERSTANDING
BETWEEN HARRIS COUNTY DEPARTMENT OF EDUCATION AND
PRECINCT2GETHER, INC.**

I. Introduction

This Memorandum of Understanding (the "MOU") is entered into between Harris County Department of Education ("HCDE" or the "Department"), a Texas county school department located at 6300 Irvington Boulevard, Houston, Texas 77022, and Precinct2gether, Inc. ("Contributor"), located at 2100 wold Rd., Huffman, TX 77336.

Upon the execution of this MOU, the Contributor agrees to certify allowable funds for HCDE to draw down addition federal match funds in partnership with the Texas Workforce Commission ("TWC") through the Child Care and Development Fund ("CCDF"). Both the certified and match federal funds will be used for the provision of allowable childcare services or activities in the following local workforce development area: Gulf Coast Workforce Board area. This agreement is effective January 2, 2019 and continuing through 9/30/2019.

II. Allowable Certified Funds

The Contributor agrees to certify expenditures to HCDE in an amount no less than \$34,000 and do not to exceed \$48,000 and for HCDE to draw down available federal matching funds as authorized by the CCDF rules and regulations, including those promulgated at 45 CFR 98.53. The Contributor certifies that the funds used to certify expenditures to HCDE under this MOU:

1. are not federal funds, or are federal funds authorized by federal law to be used to match other federal funds;
2. are not used to match other federal funds;
3. represent expenditures eligible for federal match in accordance to Section III; and
4. do not represent expenditures for public prekindergarten programs as referenced in 45 CFR 98.53(h).

III. Expenditures eligible for federal match

Contributor agrees to only certify expenditures for federal match as allowed by applicable laws and rules, including, but not limited to, Texas Workforce Commission rules regarding allowable and unallowable expenditures. Contributor agrees to only certify expenditures to HCDE for federal match that are expenditures associated with after-school quality improvement care activities to support literacy and numeracy for children ages 4 through 12 in accordance with TWC rule 809 Tex. Admin. Code § 809.16. Below is a list of allowable expenses as of the date of the execution of this MOU; however, this list is not exhaustive, and Contributor agrees to follow all applicable rules regarding certification of funds under the CCDF program.

- Frontline personnel for literacy and numeracy activities
- Supplies and materials for literacy and numeracy activities
- Curriculum for literacy and numeracy activities
- Vendor fees for literacy and numeracy activities
- Professional development for program staff
- Mileage reimbursement to grant-related activities
- Coordination and management of the program

IV. Certification of Expenditures

The description below describes (1) the allowable child care services or activities that will result in Contributor's certified expenditures; the source of the certified funds and (2) the services and assistance HCDE agrees to provide in exchange for Contributor allowing HCDE to certify its expenditures to draw down federal CCDF matching funds.

Contributor Name: Precinct2gether, Inc.		
	Fund Use	Planned Funding (\$)
Child Care Quality Improvement	Expenditures certified by the Contributor resulted from quality improvement activities allowable under TWC rule 809 Tex. Admin. Code § 809.16. Source of certified funds in accordance to Section II: <u>Local tax dollars</u>	\$34,000
Harris County Department of Education		
	In exchange for Contributor allowing HCDE to certify its expenditures to draw down federal CCDF match funds, HCDE agrees to provide the following services to Contributor, as allowable under applicable law and rules:	Value of Services
Services and Supplies	1. Professional development for staff, including on-site, customized staff trainings as determined by HCDE. 2. Vendor direct services to support literacy and numeracy for school-age children. 3. Field experiences to support literacy and numeracy for school-age children. 4. Materials and supplies to support activities that support literacy and numeracy for school-age children. <i>ASI Services and Supplies order deadline is July 26, 2019.</i>	\$8,000
Technical Assistance and Coordination	CASE for Kids staff support to coordinate services to Contributor and technical assistance	\$4,000
Professional Development	15 free registrations to CASE for Kids Symposiums	\$600
TOTAL	<u>Local and matched federal</u> funds resulting from certification of expenditures	\$12,600

The Contributor agrees to submit to HCDE monthly certification(s) of total expenditures for after-school programming, certifying that expenditures have resulted from activities allowable under applicable TWC rules, including TWC rule 809 Tex. Admin. Code § 809.16. The Contributor agrees to provide this certification on the forms attached hereto as Exhibit A. The Contributor shall maintain its records and accounts in a manner that shall assure a full accounting of all expenditures paid for with local eligible certified funds relating to this MOU. The Contributor agrees to submit Exhibit A to HCDE, by the 15th of each month. The Contributor's records and accounts shall also be retained by the Contributor 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 MOU. If an audit has been announced, the Contributor shall retain its records and accounts until such audit has been completed.

The Contributor 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, passed through the Texas Workforce Commission/Gulf Coast Workforce Solutions Board, including all applicable laws, rules, and regulations. 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 MOU, and regulations pertaining to copyrights and rights in data. The Contributor certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances in the attached certifications, which are incorporated herein by reference.

The Contributor further agrees that HCDE shall be the sole and exclusive owner of all funds received as federal CCDF match funds resulting from this MOU, and Contributor shall have no right whatsoever to the federal CCDF match funds, including those federal CCDF match funds received as a result of Contributor's certification of its expenditures to HCDE.

V. Federal Funds Provisions.

- (a) **Non-Appropriation.** This MOU is a commitment of HCDE's current revenue only. Notwithstanding anything to the contrary in this MOU, HCDE is obligated to provide the services outlined herein only as approved each year by HCDE's Board of Trustees. HCDE's Board of Trustees retains the right to terminate the MOU at the expiration of each budget period of HCDE. Contributor acknowledges that HCDE will use federal funds, including but not limited to federal CCDF match funds, to fulfill its obligations under this MOU. As such, if HCDE does not receive sufficient federal CCDF match funds to fulfill its obligations outlined in this MOU, HCDE may terminate this MOU without penalty or further obligation to Contributor, at any time upon written notice to Contributor.
- (b) **Records Retention.** Because federal funds are expended by HCDE pursuant to this MOU, Contributor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Contributor further certifies that Contributor will retain all records as required by 2 CFR § 200.333 for a period of

three years after the submission of final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

- (c) **Conflict of Interest Requirements.** In accordance 2 CFR § 318(c)(1), no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the 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 a firm considered for a contract.

VI. Authorization and Related Parties

By signing below, each party represents that s/he is authorized to execute this MOU and is bound to all terms of the MOU, and to bind all related or affiliated institutions, individuals, employees or contractors. This MOU may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument.

VII. Term and Termination

This MOU shall be for the period beginning January 2, 2019 through September 30, 2019, unless terminated earlier as provided herein. The MOU is renewable for additional periods upon mutual written agreement by the authorized representatives of each party.

Either party may terminate this MOU, without cause, upon at least thirty (30) days prior written notice to the other party, with termination effective upon the expiration of the thirty (30) days or as mutually agreed to by the parties. Additionally, HCDE may immediately terminate this MOU should HCDE determine that Contributor has failed to comply with any applicable law; in the event of immediate termination, HCDE shall send notice of the immediate termination to Contributor as soon as practicable.

VIII. Notices

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, return receipt requested, courier delivery, or receipted overnight mail, and shall be deemed received upon the earlier of (a) the date of delivery, if personally delivered, or (b) three (3) business days after the date of posting by the U.S. postal service, if mailed. Either party may change such address for notice for the party designated to receive such notice by giving advance written notice to the other party as provided in this paragraph. All such notices or communications shall be addressed as follows:

For Contributor:
Helen Berrott-Tims
Executive Director, Precinct2gether, Inc.
16003 Lorenzo Street

Channelview, TX 77530
Helen.Berrott-Tims@pct2.hctx.net

For Harris County Department of Education:

Dr. Jesus J. Amezcua
Assistant Superintendent of Business Services
6300 Irvington Blvd. Houston, TX 77055
713-694-6300
jamezcua@hcde-texas.org

For CASE for Kids

Dr. Lisa Caruthers
Director of CASE for Kids
6300 Irvington Blvd. Houston, TX 77055
713-696-1336
lcarruthers@hcde-texas.org

IX. Indemnity

CONTRIBUTOR AGREES THAT CONTRIBUTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS HCDE AND HCDE'S PAST, PRESENT, AND FUTURE TRUSTEES, OFFICERS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, COSTS, AND EXPENSES, INCLUDING, WITHOUT LIMITATION, COURT COSTS AND REASONABLE ATTORNEYS' FEES, OF ANY KIND OR NATURE ASSERTED BY ANY THIRD PARTY, OCCURRING OR IN ANY WAY INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH THIS MOU.

Contributor's obligations under this clause shall survive termination or expiration of this MOU.

X. Relationship of the parties

It is understood and agreed that Contributor is a separate legal entity from HCDE and Contributor is not an employee, agent, joint venturer, or partner of HCDE. Nothing in this MOU shall be interpreted or construed as creating or establishing the relationship of employer and employee between HCDE and either Contributor or any employee or agent of Contributor. Contributor assumes full responsibility for the actions of its employees, contractors, and agents and shall remain solely responsible for their supervision, direction and control, payment of salary, workers' compensation, disability benefits, and like requirements and obligations. Contributor agrees that HCDE has no responsibility for any conduct of Contributor or Contributor's employees, contractors, or agents. This MOU shall not be construed or deemed an endorsement of Contributor by HCDE.

XI. No waiver of HCDE's immunity

The execution of this MOU and the performance by 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.

XII. No third-party beneficiaries

Nothing in this MOU 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 MOU.

XIII. Governing law and venue

This MOU shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws and provisions. 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 MOU and the attached and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the MOU and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this MOU.

XV. Severability

In the event that any one or more of the provisions contained in this MOU 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 MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XVI. Interpretation

The parties agree that the normal rules of construction that require that any ambiguities in this MOU are to be construed against the drafter shall not be employed in the interpretation of this MOU.

XVII. Changes and amendments

This MOU may be amended, modified, and/or supplemented only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this MOU.

XVIII. No assignment

Neither this MOU nor any rights, duties, or obligations under it shall be assignable by Contributor without the prior written acknowledgment and authorization of HCDE. Any attempted assignment by Contributor without HCDE's prior written consent shall be void.

XIX. No wavier


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 MOU shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

XX. Public Information

Contributor acknowledges that HCDE is subject to the Texas Public Information Act, and Contributor waives any claim against and releases from liability HCDE, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this MOU or otherwise created, assembled, maintained, or held by Contributor 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.

PRECINCT2GETHER, INC.

HARRIS COUNTY DEPARTMENT OF
EDUCATION

By:  11/14/18 By: _____
Date Date

Title: Senior Director Operations
Executive Director

Exhibit A

Required Match Certification

Instructions: Use this form to describe and account for Contributor's expenditures related to activities in compliance with TWC rule 809 Tex. Admin. Code § 809.16. Relevant attachments to document expenditures should be attached (e.g. general ledgers, time sheets, invoices, etc.). Please return to CASE for Kids on a monthly basis.

SECTION I SITE AND FUNDING INFORMATION			
Name		District	
Source of funds: <input type="checkbox"/> local tax dollars (describe: _____) <input type="checkbox"/> federal funds authorized by law to be used to match other federal funds (describe: _____)			
SECTION II MATCH BUDGET			
BUDGET CATEGORY	DESCRIPTION OF EXPENDITURES	AMOUNT	
Payroll Costs			
Professional/Contracted Services			
Supplies and Materials			
Other Operating Costs			
Licensing Costs			
TOTAL			
SECTION III CERTIFICATION			
I hereby certify that the information provided is true and accurate and meets all applicable requirements, including those outlined in the MOU between Contributor and HCDE.			
SITE MANAGER		DATE	
EXECUTIVE DIRECTOR		DATE	

ASI Site and Participation Form

Instructions: Use this form to submit the site names, ASI resources, and number of students and/or adults at each site that benefitted from ASI resources. Please return to CASE for Kids on a monthly basis with your monthly expenditures and back up documentation. Please note, ASI resources cannot be used for CASE for Kids Partnership Project sites until the ASI Partner has matched all funds required for the CASE ASI Partnership Project. CASE for Kids will not allow duplication of services to sites already funded by CASE for Kids Partnership Project.

SECTION I ORGANIZATION INFORMATION			
Organization Name:		Reporting Month:	
SECTION II SITE AND PARTICIPATION			
SITE SERVED	ASI RESOURCES <small>Enter all that apply: materials, provider, field trip, prof. development</small>	NUMBER OF STUDENTS UTILIZED ASI RESOURCES	NUMBER OF STAFF UTILIZED ASI RESOURCES
TOTAL			
SECTION III CERTIFICATION			
I hereby certify that the Information provided is true and accurate and meets all applicable requirements, including those outlined in the MOU between Contributor and HCDE.			
X			
ORGANIZATION REPRESENTATIVE SIGNATURE			DATE

Submit form to Chasidy Celestine at Chcelestine@hcde-texas.org
If you have additional sites, please use additional forms as needed.

Harris County Department of Education
Afterschool Strategic Investment (ASI) Required Match Certification

ASI Collaborators must certify that local match funds have been expended in accordance with the current Memorandum of Understanding 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.

Received From Contributors Listed Below and Submitted Through:	
Organization: Harris County of Education (HCDE) HCDE Address: 6300 Irvington Blvd. <u>Houston, TX 77018</u>	HCDE Contact: Chesidy Celestine Phone #: 713-696-1773
ASI Collaborator Information:	
Organization: _____ Address: _____ State/Zipcode: _____	Contact: _____ Contact Phone #: _____

Date:	Organization Tax ID #

* Type of Pledge: (C) Certification

Type of Pledge: <input type="checkbox"/> C/ Certification			Certification of Child Care Expenditures	
Certified Local Share:	Quality Improvement	\$	40 TAC §809.16	Certification Dates <u>12/1/00 - 11/30/01</u>
	YTD Certification	\$	-	
	Total Certified	\$	-	

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:

1. are not federal funds, or are federal funds authorized by federal law to be used to match other federal funds;
2. are not used to match other federal funds;
3. represent expenditures eligible for federal match; and
4. do not represent expenditures for public prekindergarten programs as referenced in *Title 45 CFR §98.53(h)* of CCDF regulations.

_____ Signature - Authorized District/Organization Administrator	_____ Date
_____ Printed Name - Authorized District/Organization Administrator	_____ Title

Send the signed certification form and back-up documentation to:

Harris County Department of Education
c/o CASE for Kids
Attention: Chaadly Celestine & Fadi Khirieh
chcelestine@hcde-texas.org fkhirieh@hcde-texas.org
6300 Irvington Blvd.
Houston, TX 77022

**MEMORANDUM OF UNDERSTANDING
BETWEEN HARRIS COUNTY DEPARTMENT OF EDUCATION AND
HARRIS COUNTY PUBLIC LIBRARY**

I. Introduction

This Memorandum of Understanding (the "MOU") is entered into between Harris County Department of Education ("HCDE" or the "Department"), a Texas county school department located at 6300 Irvington Boulevard, Houston, Texas 77022, and Harris County Public Library ("Contributor"), located at 5749 South Loop East, Houston, TX 77033.

Upon the execution of this MOU, the Contributor agrees to certify allowable funds for HCDE to draw down addition federal match funds in partnership with the Texas Workforce Commission ("TWC") through the Child Care and Development Fund ("CCDF"). Both the certified and match federal funds will be used for the provision of allowable childcare services or activities in the following local workforce development area: Gulf Coast Workforce Board area. This agreement is effective January 2, 2019 and continuing through September 30, 2019.

II. Allowable Certified Funds

The Contributor agrees to certify expenditures to HCDE in an amount no less than \$320,000 and do not to exceed \$341,000 and for HCDE to draw down available federal matching funds as authorized by the CCDF rules and regulations, including those promulgated at 45 CFR 98.53. The Contributor certifies that the funds used to certify expenditures to HCDE under this MOU:

1. are not federal funds, or are federal funds authorized by federal law to be used to match other federal funds;
2. are not used to match other federal funds;
3. represent expenditures eligible for federal match in accordance to Section III; and
4. do not represent expenditures for public prekindergarten programs as referenced in 45 CFR 98.53(h).

III. Expenditures eligible for federal match

Contributor agrees to only certify expenditures for federal match as allowed by applicable laws and rules, including, but not limited to, Texas Workforce Commission rules regarding allowable and unallowable expenditures. Contributor agrees to only certify expenditures to HCDE for federal match that are expenditures associated with after-school quality improvement care activities to support literacy and numeracy for children ages 4 through 12 in accordance with TWC rule 809 Tex. Admin. Code § 809.16. Below is a list of allowable expenses as of the date of the execution of this MOU; however, this list is not exhaustive, and Contributor agrees to follow all applicable rules regarding certification of funds under the CCDF program.

- Frontline personnel for literacy and numeracy activities
- Supplies and materials for literacy and numeracy activities
- Curriculum for literacy and numeracy activities
- Vendor fees for literacy and numeracy activities
- Professional development for program staff
- Mileage reimbursement to grant-related activities
- Coordination and management of the program

IV. Certification of Expenditures

The description below describes (1) the allowable child care services or activities that will result in Contributor's certified expenditures; the source of the certified funds and (2) the services and assistance HCDE agrees to provide in exchange for Contributor allowing HCDE to certify its expenditures to draw down federal CCDF matching funds.

Contributor Name: Harris County Public Library		
	Fund Use	Planned Funding (\$)
Child Care Quality Improvement	Expenditures certified by the Contributor resulted from quality improvement activities allowable under TWC rule 809 Tex. Admin. Code § 809.16. Source of certified funds in accordance to Section II: <u>Local tax dollars</u>	\$320,000
Harris County Department of Education		
Services and Supplies	In exchange for Contributor allowing HCDE to certify its expenditures to draw down federal CCDF match funds, HCDE agrees to provide the following services to Contributor, as allowable under applicable law and rules: 1. Professional development for staff, including on-site, customized staff trainings as determined by HCDE. 2. Vendor direct services to support literacy and numeracy for school-age children. 3. Field experiences to support literacy and numeracy for school-age children. 4. Materials and supplies to support activities that support literacy and numeracy for school-age children. <i>ASI Services and Supplies order deadline is July 26, 2019.</i>	\$40,000
Technical Assistance and Coordination	CASE for Kids staff support to coordinate services to Contributor and technical assistance	\$12,000
Professional Development	25 free registrations to a CASE for Kids Symposium	\$1,000
HCDE/CASE for Kids training space	Accommodation for up to 150 ASI partner's staff at HCDE training facility for up to one 7(seven) hour day. Space provided as available.	\$4,000
Technical Assistance and Coordination	CASE for Kids staff support to coordinate services to Contributor and technical assistance	\$12,000
TOTAL	<u>Local and matched federal</u> funds resulting from certification of expenditures	\$69,000

The Contributor agrees to submit to HCDE monthly certification(s) of total expenditures for after-school programming, certifying that expenditures have resulted from activities allowable under applicable TWC rules, including TWC rule 809 Tex. Admin. Code § 809.16. The Contributor agrees to provide this certification on the forms attached hereto as Exhibit A. The Contributor shall maintain its records and accounts in a manner that shall assure a full accounting of all expenditures paid for with local eligible certified funds relating to this MOU. The Contributor agrees to submit Exhibit A to HCDE, by the 15th of each month. The Contributor's records and accounts shall also be retained by the Contributor 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 MOU. If an audit has been announced, the Contributor shall retain its records and accounts until such audit has been completed.

The Contributor 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, passed through the Texas Workforce Commission/Gulf Coast Workforce Solutions Board, including all applicable laws, rules, and regulations. 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 MOU, and regulations pertaining to copyrights and rights in data. The Contributor certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances in the attached certifications, which are incorporated herein by reference.

The Contributor further agrees that HCDE shall be the sole and exclusive owner of all funds received as federal CCDF match funds resulting from this MOU, and Contributor shall have no right whatsoever to the federal CCDF match funds, including those federal CCDF match funds received as a result of Contributor's certification of its expenditures to HCDE.

V. Federal Funds Provisions.

- (a) **Non-Appropriation.** This MOU is a commitment of HCDE's current revenue only. Notwithstanding anything to the contrary in this MOU, HCDE is obligated to provide the services outlined herein only as approved each year by HCDE's Board of Trustees. HCDE's Board of Trustees retains the right to terminate the MOU at the expiration of each budget period of HCDE. Contributor acknowledges that HCDE will use federal funds, including but not limited to federal CCDF match funds, to fulfill its obligations under this MOU. As such, if HCDE does not receive sufficient federal CCDF match funds to fulfill its obligations outlined in this MOU, HCDE may terminate this MOU without penalty or further obligation to Contributor, at any time upon written notice to Contributor.
- (b) **Records Retention.** Because federal funds are expended by HCDE pursuant to this MOU, Contributor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Contributor further certifies that Contributor will retain all records as required by 2 CFR § 200.333 for a period of

three years after the submission of final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

- (c) **Conflict of Interest Requirements.** In accordance 2 CFR § 318(c)(1), no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the 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 a firm considered for a contract.

VI. Authorization and Related Parties

By signing below, each party represents that s/he is authorized to execute this MOU and is bound to all terms of the MOU, and to bind all related or affiliated institutions, individuals, employees or contractors. This MOU may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument.

VII. Term and Termination

This MOU shall be for the period beginning January 2, 2019 through September 30, 2019, unless terminated earlier as provided herein. The MOU is renewable for additional periods upon mutual written agreement by the authorized representatives of each party.

Either party may terminate this MOU, without cause, upon at least thirty (30) days prior written notice to the other party, with termination effective upon the expiration of the thirty (30) days or as mutually agreed to by the parties. Additionally, HCDE may immediately terminate this MOU should HCDE determine that Contributor has failed to comply with any applicable law; in the event of immediate termination, HCDE shall send notice of the immediate termination to Contributor as soon as practicable.

VIII. Notices

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, return receipt requested, courier delivery, or receipted overnight mail, and shall be deemed received upon the earlier of (a) the date of delivery, if personally delivered, or (b) three (3) business days after the date of posting by the U.S. postal service, if mailed. Either party may change such address for notice for the party designated to receive such notice by giving advance written notice to the other party as provided in this paragraph. All such notices or communications shall be addressed as follows:

For Contributor:
Edward Melton
Director
5749 South Loop East

Houston, TX 77033
Edward.Melton@hcpl.net

For Harris County Department of Education:

Dr. Jesus J. Amezcua
Assistant Superintendent of Business Services
6300 Irvington Blvd. Houston, TX 77055
713-694-6300
jamezcua@hcde-texas.org

For CASE for Kids

Dr. Lisa Caruthers
Director of CASE for Kids
6300 Irvington Blvd. Houston, TX 77055
713-696-1336
lcaruthers@hcde-texas.org

IX. Indemnity

CONTRIBUTOR AGREES THAT CONTRIBUTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS HCDE AND HCDE'S PAST, PRESENT, AND FUTURE TRUSTEES, OFFICERS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, COSTS, AND EXPENSES, INCLUDING, WITHOUT LIMITATION, COURT COSTS AND REASONABLE ATTORNEYS' FEES, OF ANY KIND OR NATURE ASSERTED BY ANY THIRD PARTY, OCCURRING OR IN ANY WAY INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH THIS MOU.

Contributor's obligations under this clause shall survive termination or expiration of this MOU.

X. Relationship of the parties

It is understood and agreed that Contributor is a separate legal entity from HCDE and Contributor is not an employee, agent, joint venturer, or partner of HCDE. Nothing in this MOU shall be interpreted or construed as creating or establishing the relationship of employer and employee between HCDE and either Contributor or any employee or agent of Contributor. Contributor assumes full responsibility for the actions of its employees, contractors, and agents and shall remain solely responsible for their supervision, direction and control, payment of salary, workers' compensation, disability benefits, and like requirements and obligations. Contributor agrees that HCDE has no responsibility for any conduct of Contributor or Contributor's employees, contractors, or agents. This MOU shall not be construed or deemed an endorsement of Contributor by HCDE.

XI. No waiver of HCDE's immunity

The execution of this MOU and the performance by 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.

XII. No third-party beneficiaries

Nothing in this MOU 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 MOU.

XIII. Governing law and venue

This MOU shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws and provisions. 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 MOU and the attached and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the MOU and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this MOU.

XV. Severability

In the event that any one or more of the provisions contained in this MOU 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 MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XVI. Interpretation

The parties agree that the normal rules of construction that require that any ambiguities in this MOU are to be construed against the drafter shall not be employed in the interpretation of this MOU.

XVII. Changes and amendments

This MOU may be amended, modified, and/or supplemented only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this MOU.

XVIII. No assignment

Neither this MOU nor any rights, duties, or obligations under it shall be assignable by Contributor without the prior written acknowledgment and authorization of HCDE. Any attempted assignment by Contributor without HCDE's prior written consent shall be void.

XIX. No wavier

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 MOU shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

XX. Public Information

Contributor acknowledges that HCDE is subject to the Texas Public Information Act, and Contributor waives any claim against and releases from liability HCDE, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this MOU or otherwise created, assembled, maintained, or held by Contributor 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.

CONTRIBUTOR NAME

HARRIS COUNTY DEPARTMENT OF
EDUCATION

By:  10-19-18
Edward Melton Date

By: _____
Date

Title: Library Director

Exhibit A

Required Match Certification

Instructions: Use this form to describe and account for Contributor's expenditures related to activities in compliance with TWC rule 809 Tex. Admin. Code § 809.16. Relevant attachments to document expenditures should be attached (e.g. general ledgers, time sheets, invoices, etc.). Please return to CASE for Kids on a monthly basis.

SECTION I SITE AND FUNDING INFORMATION			
Name		District	
Source of funds: <input type="checkbox"/> local tax dollars (describe: _____)			
<input type="checkbox"/> federal funds authorized by law to be used to match other federal funds (describe: _____)			
SECTION II MATCH BUDGET			
BUDGET CATEGORY	DESCRIPTION OF EXPENDITURES	AMOUNT	
Payroll Costs			
Professional/Contracted Services			
Supplies and Materials			
Other Operating Costs			
Licensing Costs			
TOTAL			
SECTION III CERTIFICATION			
I hereby certify that the information provided is true and accurate and meets all applicable requirements, including those outlined in the MOU between Contributor and HCDE.			
SITE MANAGER		DATE	
EXECUTIVE DIRECTOR		DATE	

ASI Site and Participation Form

Instructions: Use this form to submit the site names, ASI resources, and number of students and/or adults at each site that benefitted from ASI resources. Please return to CASE for Kids on a monthly basis with your monthly expenditures and back up documentation. Please note, ASI resources cannot be used for CASE for Kids Partnership Project sites until the ASI Partner has matched all funds required for the CASE ASI Partnership Project. CASE for Kids will not allow duplication of services to sites already funded by CASE for Kids Partnership Project.

SECTION I ORGANIZATION INFORMATION			
Organization Name:		Reporting Month:	
SECTION II SITE AND PARTICIPATION			
SITE SERVED	ASI RESOURCES <small>Enter all that apply: materials, provider, field trip, prof. development</small>	NUMBER OF STUDENTS UTILIZED ASI RESOURCES	NUMBER OF STAFF UTILIZED ASI RESOURCES
TOTAL			
SECTION III CERTIFICATION			
I hereby certify that the information provided is true and accurate and meets all applicable requirements, including those outlined in the MOU between Contributor and HCDE.			
X			
ORGANIZATION REPRESENTATIVE SIGNATURE			DATE

Submit form to Chasidy Celestine at Chcelestine@hcde-texas.org
If you have additional sites, please use additional forms as needed.

**Harris County Department of Education
Afterschool Strategic Investment (ASI) Required Match Certification**

ASI Collaborators must certify that local match funds have been expended in accordance with the current Memorandum of Understanding 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.

Received From Contributors Listed Below and Submitted Through:			
Organization: <u>Harris County of Education (HCDE)</u>		HCDE Contact: <u>Chasidy Celestine</u>	
HCDE Address: <u>6300 Irvington Blvd.</u>		Phone #: <u>713-696-1773</u>	
<u>Houston, TX 77018</u>			
ASI Collaborator Information:			
Organization: _____		Contact: _____	
Address: _____		Contact Phone #: _____	
State/Zipcode: _____			

Date: _____	Organization Tax ID # _____
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* Type of Pledge: (C) Certification

<u>Certification of Child Care Expenditures</u>			
Certified Local Share:	Quality Improvement	\$ _____	40 TAC §809.16
	YTD Certification	\$ _____	
	Total Certified	\$ _____	
			Certification Time Period: <u>00/00/0000 - 00/00/0000</u>

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:

1. are not federal funds, or are federal funds authorized by federal law to be used to match other federal funds;
2. are not used to match other federal funds;
3. represent expenditures eligible for federal match; and
4. do not represent expenditures for public prekindergarten programs as referenced in *Title 45 CFR §98.53(h)* of CCDF regulations.

Signature - Authorized District/Organization Administrator	Date
Printed Name - Authorized District/Organization Administrator	Title

Send the signed certification form and back-up documentation to:	
Harris County Department of Education c/o CASE for Kids Attention: Chasidy Celestine & Fadi Khirleh chcelestine@hcde-texas.org fkhirleh@hcde-texas.org 6300 Irvington Blvd. Houston, TX 77022	