

A PROUD TRADITION | A BRIGHT FUTURE

REGULAR BOARD MEETING

Thursday, May 16, 2019

7:00 PM

James Steenbergen, President • Kay Danziger, Vice President • Kathryn Kaminski, Secretary
Mandi Bronsell • Dr. Tyson Harrell • Joe Hubenak • Melisa Roberts

**LAMAR CISD BOARD OF TRUSTEES
REGULAR BOARD MEETING
BRAZOS CROSSING ADMINISTRATION BUILDING
3911 AVENUE I, ROSENBERG, TEXAS
MAY 16, 2019
7:00 PM**

AGENDA

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Recognitions/awards
 - A. Valedictorians and Salutatorians
 - B. MathCON Medalists
4. Introductions
5. Audience to patrons
6. Approval of minutes
 - A. April 16, 2019 - Special Meeting (Workshop) 6
 - B. April 18, 2019 - Regular Board Meeting 10
7. Board members reports
 - A. Meetings and events
8. Superintendent reports
 - A. Meetings and events
9. **ACTION ITEMS**
 - A. **Goal: Instructional**
 1. Consider approval of the 2019-2020 Memorandum of Understanding for the operation of Fort Bend County Alternative School, a Juvenile Justice Alternative Education Program 20
 2. Consider approval of the 2019-2020 agreement for Educational Services between Lamar Consolidated Independent School District and Fort Bend County Juvenile Detention Center 32
 3. Consider approval of an interlocal cooperation agreement with Equal Opportunity Schools 40
 4. Consider approval of new course for the 2019-2020 school year 62
 5. Consider adoption of Judge Thomas Culver, III Elementary School mascot and school colors 63
 - B. **Goal: Planning**
 1. Discussion and approval of proposed dates for regular board meetings and workshops for the 2019-2020 school year 68
 2. Consider approval of budget amendment requests 69
 3. Consider ratification of Financial and Investment Reports 72
 4. Consider approval of contract with the Texas Health and Human Services 76

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5. Consider ratification of donations to the district, including, but not limited to:	84
a. Briscoe Junior High School	
b. Dickinson Elementary School	
c. Fulshear High School	
d. Huggins Elementary School	
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7. Consider approval of CenterPoint Energy Terms and Conditions and Facilities Extension Agreement for Tamarron Elementary School	98
8. Consider approval of installation of Language Other Than English (LOTE) labs at Foster High, George Ranch High, and Terry High Schools	122
9. Consider approval of resolution regarding de-annexation and annexation of land	126
10. Consider approval of Texas Accessibility Standards Review and Inspection for the Development Center renovations project	154
11. Consider approval of professional topographic surveying for transportation fuel tank and fuel island	159
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15. Consider approval of resolution and interlocal agreement with the School Purchasing Alliance	181
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17. Consider approval of purchase agreement for TASB Energy Cooperative Member Purchasers Fixed-Rate Transportation Fuel Program	201
18. Consider approval of amendment No. 5 to the interlocal cooperation contract with the Texas General Land Office	202
C. Goal: Technology	
1. Consider approval of network telephone hardware, telephones, licenses and installation and configuration services	211
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5. School Resource Division Update 261

11. CLOSED SESSION

- A. Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time _____)
1. 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. 263
 - a. Approval of personnel recommendations for employment of professional personnel
 - b. Employment of professional personnel (Information) 264
 - c. Employee resignations and retirements (Information) 269
 - d. Consider renewals for late hires 274
 2. Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property
 - a. Land
 3. Section 551.071 - To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
 - a. Any item listed on the agenda
 - b. Discuss pending, threatened, or potential litigation, including school finance litigation

RECONVENE IN OPEN SESSION

Action on Closed Session Items

Future Agenda Items

Upcoming Meetings and Events

ADJOURNMENT: (Time _____)

If during the course of the meeting covered by this notice, the Board should determine that a closed session of the Board should be held or is required in relation to an item noticed in this meeting, then such closed 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 that date, hour or 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 session concerning any and all subjects and for any and all purposes permitted by Section 551.071-551.084, inclusive, of the Open Meetings Act, including, but not limited to:

Section 551.084 - For the purpose of excluding witness or witnesses from a hearing during examination of another witness.

Section 551.071 - For the purpose of a private consultation with the Board's attorney on any or all subjects or 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 551.082 - 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 551.076 - To consider the deployment, or specific occasions for implementation, of security personnel or devices.

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 551.0821 – For the purpose of deliberating a matter regarding a public school student if personally identifiable information about the student will necessarily be revealed by the deliberation.

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 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 may determine.

CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this 10th day of May 2019 at 3:00 p.m., this notice was posted on a bulletin board located at a place convenient to the public in the central administrative offices of the Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471, and in a place readily accessible to the general public at all times.



Karen Vacek
Secretary to Superintendent

Special Meeting

Be It Remembered

The State of Texas §
County of Fort Bend §
Lamar Consolidated Independent School District §

Notice of Special Meeting Held

On this the 16th day of April 2019, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Special Session (Workshop) in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

This meeting was duly called to order by the President of the Board of Trustees, Mr. James Steenbergen, at 6:30 p.m.

Members Present:

James Steenbergen	President
Kay Danziger	Vice President
Kathryn Kaminski	Secretary
Mandi Bronsell	Member
Joe Hubenak	Member
Melisa Roberts	Member

Members Absent:

Tyson Harrell	Member
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Others Present:

Thomas Randle	Superintendent
Kathleen Bowen	Chief Human Resources Officer
Leslie Haack	Deputy Superintendent of Support Services
Jill Ludwig	Chief Financial Officer
Mike Rockwood	Chief of Staff
Terri Mossige	Interim Chief Academic Officer
Kevin McKeever	Executive Director of Facilities & Planning

BUSINESS TRANSACTED

Business properly coming before the Board was transacted as follows: to witness—

2. Discussion of April 18th Regular Board Meeting Agenda Items

The Board reviewed the April 18th Regular Board Meeting agenda items.

9. ACTION ITEMS

9. A GOAL: INSTRUCTIONAL

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9. A-1 **Consider approval of Memorandum of Understanding with the Texas Health and Human Services Commission**

Mr. Steenbergen asked who will managed this program. Dr. Randle said that Dr. Jonathan Maxwell will manage. Ms. Kaminski asked for a description of the program. Dr. Maxwell said this program will match older people in the community with younger students for mentoring. Ms. Kaminski asked if the foster grandparents will be left alone with the children. Dr. Maxwell said they go through a training program and they usually meet in open areas like a library.

9. B **GOAL: PLANNING**

9. B-4 **Consider approval of request for 2019 Historic Site Exemption Qualification for the Simonton School**

Ms. Danziger asked if anything has changed from the previous years. Ms. Ludwig said nothing has changed. The property is still split 80% residential and 20% commercial. The residential portion does have additional exemptions by the City of Simonton and Fort Bend County. They still conduct tours and community events in that portion. The 20% commercial, they do very little business. There are no additional exemptions given for this portion.

Ms. Roberts asked when the deadline is for these and do they all come in at once. She also asked if there will be additional properties that might come in. Ms. Ludwig thought the deadline was April 30 and she does not anticipate any other properties. Mr. Steenbergen reminded her there was one last month.

9. B-10 **Consider approval of use of district facility**

Ms. Roberts asked if this is the same program as last summer. Dr. Randle said yes. Mr. Steenbergen said it was a very successful program.

9. B-11 **Consider approval of guaranteed maximum price amendment to the contract with Drymalla Construction Company**

Ms. Danziger asked about the total budget. Mr. McKeever said the total budget is \$188m.

3. AUDIENCE TO PATRONS

None

10. INFORMATION ITEMS

10. C **GOAL: PLANNING**

10. C-5 **Student Governance**

Ms. Roberts asked if he still has his student advisory council. Dr. Randle said yes, they had their summit yesterday. It starts in 5th grade and every school is represented by having one student in attendance. He said they had five students serve on the strategic planning committee. Mr. Steenbergen said they have had students on the Citizen's Bond Committee as well. Ms. Roberts said her concern was when you are talking about student governance and dealing with \$400m+ budget, she

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would rather keep them off board agenda items and keep them more in roles they are currently doing. Ms. Kaminski said at the conference it was more the superintendent who heard the students. The board does not hear them and the communication from those meetings is not there. Ms. Roberts said perhaps it is not student governance, perhaps it is just receiving updates from Dr. Randle on the programs. Mr. Steenbergen said maybe the board should be invited to some of his meetings for them to listen to the students. He said a number of them sat in on the Citizen's Bond Committee and attended a lot of the strategic planning meetings.

10. C-6 School Resource Division Update

Ms. Roberts asked if this is a report for all the campuses. Lt. Segura said it is.

Mr. Steenbergen asked how many student interactions do they have in a month. Lt. Segura said it is amazing, the guys he has creates relationships with the students. They are mentors and some meet weekly with students.

ADJOURNMENT TO CLOSED SESSION PURSUANT TO TEXAS GOVERNMENT CODE SECTIONS 551.071, 551.072, 551.074, and 551.082, THE OPEN MEETINGS ACT, FOR THE FOLLOWING PURPOSES:

1. 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.
 - a. Approval of personnel recommendations for employment of professional personnel
 - b. Employment of professional personnel (Information)
 - c. Employee resignations and retirements (Information)
 - d. Consider renewal of contract for professional teachers/support personnel
 - e. Consider approval of non-renewal of professional employees including teachers
 - f. Consider employment of Principal for Smith Elementary School
 - g. Consider approval of Principal for Huggins Elementary School
 - h. Consider employment of Principal for Long Elementary School
2. Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property
 - a. Land
3. Section 551.071 – To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
 - a. Any item listed on the agenda
 - b. Discuss pending, threatened, or potential litigation, including school finance litigation

The Board adjourned to Closed Session at 6:54 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

The Board reconvened in Open Session at 7:20 p.m.

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ADJOURNMENT

The meeting adjourned at 7:20 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

James Steenbergen
President of the Board of Trustees

Kathryn Kaminski
Secretary of the Board of Trustees

Regular Meeting

Be It Remembered

The State of Texas §
County of Fort Bend §
Lamar Consolidated Independent School District §

Notice of Regular Meeting Held

On this the 18th day of April 2019, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Regular Session in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

This meeting was duly called to order by the President of the Board of Trustees, Mr. James Steenbergen, at 7:00 p.m.

Members Present:

James Steenbergen	President
Kay Danziger	Vice President
Kathryn Kaminski	Secretary
Mandi Bronsell	Member
Tyson Harrell	Member
Melisa Roberts	Member

Members Absent:

Joe Hubenak	Member
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Others Present:

Thomas Randle	Superintendent
Kathleen Bowen	Chief Human Resources Officer
Leslie Haack	Deputy Superintendent of Support Services
Jill Ludwig	Chief Financial Officer
Mike Rockwood	Chief of Staff
Terri Mossige	Interim Chief Academic Officer
Kevin McKeever	Executive Director of Facilities & Planning
Rick Morris	Attorney

BUSINESS TRANSACTED

Business properly coming before the Board was transacted as follows: to witness—

2. OPENING OF MEETING

A moment of silence was observed and the pledge of allegiance was recited.

3. RECOGNITIONS/AWARDS

Foster High School State Champion Wrestler, Valerie Carreron-Desai

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4. INTRODUCTIONS

Dr. Kathleen Bowen introduced new staff to the Board:
Katrina McLean, assistant principal at Pink Elementary School

5. AUDIENCE TO PATRONS

Ms. Courtney Wilcox publicly thanked the Board for their service to Lamar CISD. She also thanked them for naming a school after her father, Don Carter.

6. APPROVAL OF MINUTES

A. MARCH 19, 2019 - SPECIAL MEETING (WORKSHOP)

It was moved by Ms. Danziger and seconded by Ms. Kaminski that the Board of Trustees approve the minutes of the March 19, 2019 Special Meeting (Workshop). The motion carried unanimously

B. MARCH 21, 2019 - REGULAR BOARD MEETING

It was moved by Ms. Bronsell and seconded by Dr. Harrell that the Board of Trustees approve the minutes of the March 21, 2019 Regular Board Meeting. The motion carried unanimously.

7. BOARD MEMBER REPORTS

a. Meetings and Events

Ms. Roberts reported the Technology Committee met and reported the status of projects in the District.

Ms. Danziger reported the Facilities Committee met and reported the status of projects in the District.

Mr. Steenbergen attended the Holdsworth graduation in San Antonio.

8. SUPERINTENDENT REPORTS

a. Meetings and Events

b. Information for Immediate Attention

Dr. Randle reported that he had his meeting with the Student Advisory Committee on Monday. It was their summit meeting with about 50 students in attendance. He said this was the very first year they did not mention food. Our Child Nutrition Department been working very hard, and it shows.

ACTION ITEMS FOR CONSENT OF APPROVAL: 9. A-1 – 9. A-3; 9. B-1 – 9. B-5; 9. B-7; 9, B-10 – 9. B-21; 9. C-1; and 9. D-1 – 9. D-5.

It was moved by Ms. Kaminski and seconded by Ms. Danziger that the Board of Trustees approve these action items as presented. The motion carried unanimously.

9. A GOAL: INSTRUCTIONAL

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9. A-1 Approval of Memorandum of Understanding with the Texas Health and Human Services Commission

Approved the Memorandum of Understanding with the Texas Health and Human Services Commission for the Foster Grandparent Program with Lamar Consolidated Independent School District. (See inserted pages 7-A – 7-G.)

**9. A-2 Approval of out-of-state student trip requests, including, but not limited to:
a. District math finalists**

Approved out-of-state travel for the district math finalists to the National MathCON Competition at the University of Illinois in Chicago, Illinois on April 27, 2019.

b. George Ranch High School Speech and Debate

Approved out-of-state travel for the George Ranch High School Speech and Debate Team to travel to Omaha, Nebraska to compete in the National Individual Events Tournament from May 9-12, 2019.

c. Foster High, Fulshear High, George Ranch High, Lamar Consolidated High, and Terry High Schools culinary arts students

Approved out-of-state travel for Foster High, Fulshear High, George Ranch High, Lamar Consolidated High, and Terry High Schools Culinary Arts students to attend the International Culinary Competition Day in Orlando, Florida at the Epcot Center from April 24-27, 2020.

9. A-3 Approval of Memorandum of Understanding with Texas State Technical College

Approved the Memorandum of Understanding with the Texas State Technical College for dual credit with Lamar Consolidated Independent School District. (See inserted pages 7-H – 7-R.)

9. B GOAL: PLANNING

9. B-1 Ratification of Quarterly Investment Report

Ratified the quarterly investment report as submitted for the quarter ending February 28, 2019. (See inserted pages 7-S – 7-X.)

9. B-2 Approval of budget amendment requests

Approved the budget amendment requests. (See inserted pages 7-Y- 7-Z.)

9. B-3 Ratification of Financial and Investment Reports

Ratified the Financial and Investment Reports as presented.

9. B-4 Approval of independent auditors for the 2018-19 school year

Approved the engagement of the certified public accounting firm of Whitley Penn, LLP as the District's independent auditors for the 2018-2019 school year. (See inserted pages 7-AA – 7-JJ.)

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9. B-5 Approval of Instructional Materials Allotment and TEKS Certification

Approved the Instructional Materials Allotment and TEKS Certification for the 2019-20 school year. (See inserted page 8-A.)

9. B-7 Approval of resolutions proclaiming: **a. Public School Paraprofessionals' Day**

Approved the attached resolution proclaiming May 8, 2019 as Public School Paraprofessionals Day in the Lamar Consolidated Independent School District. (See inserted page 8-B.)

b. School Nurses' Week

Approved the attached resolution proclaiming the week of May 6 – 12, 2019 as School Nurses' Week in the Lamar Consolidated Independent School District. (See inserted page 8-C.)

c. Teacher Appreciation Week

Approved the attached resolution proclaiming May 6 – 10, 2019 as Teacher Appreciation Week in the Lamar Consolidated Independent School District. (See inserted page 8-D.)

9. B-10 Approval of use of district facility

Waived the facility use fee for Powell Point Elementary.

9. B-11 Approval of guaranteed maximum price amendment to the contract with Drymalla Construction Company

Approved amendment to the contract with Drymalla Construction Company to establish the Guaranteed Maximum Price (GMP) for the construction of High School #6 and Junior High School #6 in the amount of \$157,717,956.

9. B-12 Approval of CSP #13-2019RG for multi-campus renovations at Campbell Elementary, Navarro Middle, Wessendorff Middle, and Williams Elementary Schools

Approved Bass Construction for the construction of multi-campus renovations at Campbell Elementary, Navarro Middle, Wessendorff Middle, and Williams Elementary Schools in the amount of \$2,273,000 plus alternate #3 in the amount of \$114,000 funded with available funds, for a total of \$2,387,000 and authorized the Board President to execute the agreement.

9. B-13 Approval of moving services for the multi-campus renovations at Williams Elementary, Campbell Elementary, Navarro Middle, and Wessendorff Middle Schools

Approved Roadrunner Moving for providing moving services for the multi-campus renovations at Williams Elementary, Campbell Elementary, Navarro Middle, and Wessendorff Middle Schools in the total amount of \$78,280. (See inserted pages 8-E – 8-H.)

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9. B-14 Approval of serving line renovations at Terry High School

Approved ISI Commercial Refrigeration, LLC for the construction of the new serving lines at Terry High School in the amount of \$379,492.72 and authorized the Board President to execute the agreement. (See inserted pages 9-A – 9-B.)

9. B-15 Approval of serving line renovations at George Junior High School

Approved ISI Commercial Refrigeration, LLC for the construction of the new serving lines at George Junior High School in the amount of \$253,825.48 and authorized the Board President to execute the agreement. (See inserted pages 9-C – 9-D.)

9. B-16 Approval of CSP #10-2019LN for the cooler/freezer replacements

Approved Bass Construction for the construction of the cooler/freezer replacements at eight elementary schools in the amount of \$1,077,000 and authorized the Board President to sign the agreement.

9. B-17 Approval of deductive change order #1 and final payment for HVAC web-based controls

Approved the deductive change order #1 in the amount of \$12,790.27 and final payment of \$20,940.49 to Johnson Controls, Inc. for the construction of the HVAC web-based controls and authorized the Board President to sign the change order. (See inserted page 9-E.)

9. B-18 Approval of Fort Bend County MUD #162 additional annexation fees

Approved the additional annexation fees to Fort Bend County Municipal District #162 for a 130-acre tract for an additional deposit of \$40,000 for annexation and inspection costs and allowed the Board President to execute the agreement. (See inserted pages 9-F – 9-I.)

9. B-19 Approval of purchase of the Istobal Heavy Wash System

Approved the purchase of the Istobal Heavy Wash System from Washing Equipment of Texas Inc., in the amount of \$208,020.40.

9. B-20 Approval of trash services -outside city limits

Approved Republic Services, Inc. for trash services – outside city limits at an annual service cost of \$138,319.50.

9. B-21 Approval of standpipe fire sprinkler and backflow system inspection services

Approved Brigade Fire Solutions for the inspection and service of the District's standpipe fire sprinklers and backflow systems in the amount of \$265,500.

9. C GOAL: PERSONNEL

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9. C-1 Approving delegation of final authority to the Superintendent to employ contractual employees

Delegated final authority to the Superintendent to employ contractual employees for the 2019-2020 school year during the months of May, June, July, and August.

9. D GOAL: TECHNOLOGY

9.D-1 Approval of the purchase of network security appliance and annual license costs

Approved the purchase of network security appliances, licenses, components, and installation services from Layer 3 Communications in the amount of \$205,700 with two additional years of licenses at \$99,200 annually.

9. D-2 Approval of antivirus software

Approved the purchase of Bitdefender GravityZone Business Security antivirus protection software and professional services from CDW-G in the amount of \$261,557.30.

9. D-3 Approval of network switches

Approved the purchase of network switches and installation and configuration services in the amount of \$119,103.74 from Micro Integration.

9.D-4 Approval of Interactive Flat Panels hardware, installation, and electrical

Approved (1) the purchase of Interactive Flat Panels (IFP), televisions and installation hardware and services from Piraino Consulting not to exceed \$1,362,852.06 plus a 10% contingency of \$136,385.21 for a total of \$1,499,137.27 and (2) electrical work from Urbish Electric not to exceed \$30,000.

9.D-5 Approval of purchase of internet web filtering and student device monitoring software

Approved the three-year purchase of Lightspeed Relay and Lightspeed Classroom from CDW-G in the amount of \$107,500 for the first year.

9. B GOAL: PLANNING

9. B-6 Consider approval of request for 2019 Historic Site Exemption Qualification for the Simonton School

No motion was made; therefore, no action taken.

9. B-8 Consider approval of names for new elementary schools, junior high #6, and high school #6

It was moved by Ms. Kaminski and seconded by Dr. Harrell that the Board of Trustees approve the names for 2 new elementary schools – Number 30 and 31; Junior High School #6, and High School #6 as follows:

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Elementary #30: Bernard Clifton Terrell, Jr.
Elementary #31: Maxine Phalen
Junior High School #6: Harry Wright
High School #6: Dr. Thomas E. Randle

Ms. Roberts said she does believe that at some point Dr. Randle deserves to have a school named after him for his services, but she does not agree that it should be while he is on staff.

Ms. Bronsell made a motion to amend the names of the schools as follows:

Elementary #30: Bernard Clifton Terrell, Jr.
Elementary #31: James Woodfin
Junior High School #6: Harry Wright
High School #6: Dr. Thomas E. Randle

There was not a second; therefore, the motion failed.

Voting in favor of the original motion: Ms. Bronsell, Ms. Kaminski, Mr. Steenbergen, Ms. Danziger, and Dr. Harrell

Voting in opposition: Ms. Roberts

The motion carried.

Dr. Harrell left the meeting at 7:30 p.m.

9. B-9 Consider approval of the Lamar Consolidated Independent School District Strategic Plan

Ms. Melanie Calton and Jake Cohen from The Holdsworth Center presented.

It was moved by Ms. Danziger and seconded by Ms. Kaminski that the Board of Trustees approve the 2018-2019 Strategic Planning Committee's recommendation for the Lamar Consolidated Independent School District Strategic Plan. The motion carried unanimously.

10. INFORMATION ITEMS

10. A GOAL: PERSONNEL

10. A-1 Report on Board Member Training 10. A GOAL: INSTRUCTIONAL

The Board President reported the following:

There were no "first-year" board members, there was no TIER 1 training to be announced.

For TIER 2 – Team Building Training, the following board members have completed the required team-building training:

Mandi Bronsell
Kay Danziger

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Dr. Tyson Harrell
Kathryn Kaminski
Melisa Roberts
James Steenbergen

For TIER 3 – Annual Continuing Education, the following board members have completed the Tier 3 annual continuing education requirements:

Mandi Bronsell
Kay Danziger
Dr. Tyson Harrell
Joe Hubenak
Kathryn Kaminski
Melisa Roberts
James Steenbergen

For TIER 4 – Evaluating Student Academic Performance Training, the following board members have completed the required training for Tier 4 training on evaluation student academic performance:

Mandi Bronsell
Kay Danziger
Dr. Tyson Harrell
Joe Hubenak
Kathryn Kaminski
Melisa Roberts
James Steenbergen

10. B GOAL: INSTRUCTIONAL

10. B-1 Lamar CISD campus counselor roles and responsibilities update

Dr. Jonathan Maxwell presented to the Board.

10. C GOAL: PLANNING

10. C-1 Tax Collection Report

10. C-2 Payments for Construction Projects

10. C-3 Bond Update
a. 2014
b. 2017

10. C-4 Projects funded by 2011 available bond funds

10. C-5 Student Governance

10. B-6 School Resource Division Update

ADJOURNMENT TO CLOSED SESSION PURSUANT TO TEXAS GOVERNMENT CODE SECTIONS 551.071, 551.072, 551.074, and 551.082, THE OPEN MEETINGS ACT, FOR THE FOLLOWING PURPOSES:

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1. 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.
 - a. Approval of personnel recommendations for employment of professional personnel
 - b. Employment of professional personnel (Information)
 - c. Employee resignations and retirements (Information)
 - d. Consider renewal of contract for professional teachers/support personnel
 - e. Consider approval of non-renewal of professional employees including teachers
 - f. Consider employment of Principal for Smith Elementary School
 - g. Consider approval of Principal for Huggins Elementary School
 - h. Consider employment of Principal for Long Elementary School
2. Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property
 - a. Land
3. Section 551.071 – To meet with the District’s attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
 - a. Any item listed on the agenda
 - b. Discuss pending, threatened, or potential litigation, including school finance litigation

The board did not adjourn to closed session.

11. A-1(d) Consider renewal of contract for professional teachers/support personnel

It was moved by Ms. Roberts and seconded by Ms. Kaminski that the Board of Trustees approve renewal of contracts for professional teachers/support personnel except those identified in the addendum. The motion carried unanimously. (See inserted pages 13-A – 13-TTTT.)

11. A-1(f) Consider employment of Principal for Smith Elementary School

It was moved by Ms. Danziger and seconded by Ms. Roberts that the Board of Trustees approve the recommendation of Keschia Jones as Principal of Smith Elementary School. The motion carried unanimously.

11. A-1(g) Consider employment of Principal for Huggins Elementary School

It was moved by Ms. Kaminski and seconded by Ms. Danziger that the Board of Trustees approve the recommendation of Bethany Cunningham as Principal of Huggins Elementary School. The motion carried unanimously.

11. A-1(h) Consider employment of Principal for Long Elementary School

It was moved by Ms. Bronsell and seconded by Ms. Kaminski that the Board of Trustees approve the recommendation of Risa Crosby as Principal of Long Elementary School. The motion carried unanimously.

FUTURE AGENDA ITEMS

None

Minutes of Regular Board Meeting April 18, 2019 – page 14

UPCOMING MEETINGS AND EVENTS

Employee Banquet on April 23

Surf's Up on May 3

Board Election on May 4

ADJOURNMENT

The meeting adjourned at 8:14 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

James Steenbergen
President of the Board of Trustees

Kathryn Kaminski
Secretary of the Board of Trustees

**CONSIDER APPROVAL OF THE 2019-2020 MEMORANDUM OF UNDERSTANDING
FOR THE OPERATION OF FORT BEND COUNTY ALTERNATIVE SCHOOL, A
JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM**

RECOMMENDATION:

That the Board of Trustees approve the Memorandum of Understanding (MOU) between the Fort Bend County Juvenile Board, Lamar Consolidated Independent School District, Needville Independent School District, and Katy Independent School District to operate a Juvenile Justice Alternative Education Program (JJAEP) known as Fort Bend County Alternative School (FBCAS) in Rosenberg for the 2019-2020 school year.

IMPACT/RATIONALE:

Since September 1, 1996, a county with a population greater than 125,000 is required to have a Juvenile Justice Alternative Education Program for expelled youth who are under the jurisdiction of the Juvenile Court. Fort Bend County Alternative School, operational since January 1995, preceded the mandate and this program meets the legislative requirements. The program is funded at \$7,000 per student for 45 students and Lamar, Needville, and Katy ISDs contribute to the Rosenberg program. Participating Districts recoup some of the costs through foundation state funds generated by attendance and contact hours and special education federal funds.

PROGRAM DESCRIPTION:

Lamar CISD has functioned as the fiscal agent for educational components of Fort Bend County Alternative School since January 1995. In January 1997, FBCAS expanded to include Rosenberg and Sugar Land campuses. Since that date, Lamar CISD has served as a fiscal agent for only the Rosenberg campus, a campus that educates students from Lamar CISD, Needville ISD, and a small portion of Katy ISD.

The Fort Bend County provides for the cost of the facility, Youth Specialists, an on-site constable, and Juvenile Probation services. Districts provide for the education services. The collaborative effort between Fort Bend County School Districts and Fort Bend County has cost-effectively provided education and support services resulting in a high degree of success for students. One hundred (100) students were served during the 2018-2019 school year.

The agreement is attached for Board review.

Submitted by: Dr. Theresa Mossige, Interim Chief Academic Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent

THE STATE OF TEXAS
COUNTY OF FORT BEND

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MEMORANDUM OF UNDERSTANDING
FOR JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

THIS AGREEMENT is made and entered into by and between the FORT BEND COUNTY JUVENILE PROBATION BOARD, hereinafter referred to as "BOARD", and LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "LAMAR".

WHEREAS, Chapter 37 of the Texas Education Code requires the creation and operation of a Juvenile Justice Alternative Education Program, hereinafter referred to as "JJAEP", in Fort Bend County; and

WHEREAS such a JJAEP has been established; and

WHEREAS, Needville Independent School District, hereinafter referred to as "NISD", and Katy Independent School District, hereinafter referred to as "KISD", are Member School Districts who desire to continue to participate in the JJAEP; and

WHEREAS, the parties hereto desire to continue the JJAEP currently in existence; and

NOW THEREFORE, in consideration of the mutual covenant set forth herein the parties hereto agree as follows:

SECTION I
DEFINITIONS

For the purpose of this Agreement, the following terms shall mean:

- 1.01 *BOARD Personnel* - Eligible Student's Probation Officer, Youth Specialist, Program Director, Chief Juvenile Probation Officer, Site Administrator
- 1.02 *Classroom* - Designated rooms at the JJAEP facility located at 3403 Avenue F, Rosenberg, Texas.
- 1.03 *Eligible Students* – Students who have been expelled from school pursuant to the terms of Chapter 37 of the Texas Education Code from a Member School District.
- 1.04 *LAMAR Personnel* - Teachers, Teacher's Aide, Educational Diagnostician, Counselor and Administrator(s).
- 1.05 *Home School District*-The school district where Eligible Students would ordinarily attend school if not placed in the JJAEP, namely LAMAR, KISD and NISD.

- 1.06 *Member School Districts*- NISD, KISD, LAMAR.
- 1.07 *Parent/Guardian Consent* - Any consent required by federal or state law, or an administrative agency to facilitate the purposes of this Agreement.
- 1.08 *Educational Services* -teacher-directed instruction and/or assistance at the Fort Bend County JJAEP in course work involving reading, language arts, mathematics, science, social studies and living skills.
- 1.09 *Teacher* - A LAMAR classroom teacher who is certified by the State of Texas and who is assigned to provide educational services at the Fort Bend County JJAEP.
- 1.10 *Teacher's Aide* - A LAMAR classroom teacher's aide, meeting written job requirements as established by LAMAR, who assist teachers providing educational services at the Fort Bend County JJAEP.

SECTION II **PURPOSE**

- 2.01 The purpose of this Agreement is to make educational services available to Eligible Students who reside in Fort Bend County.

SECTION III **TERM**

- 3.01 The term of this Agreement shall commence on the date the last party executes this Agreement and shall be in effect until July 31, 2020 or unless it is terminated as provided in this Agreement.
- 3.02 This Agreement may be terminated at any time during its term, for any reason, by either the BOARD or LAMAR, by giving fifteen (15) days advance written notice to the other party.

SECTION IV **SERVICES PROVIDED BY LAMAR**

- 4.01 Services provided by LAMAR under this Agreement will be provided with state and federal funds received by LAMAR and special funds specifically designated for providing educational services at the Fort Bend County JJAEP.

- 4.02 LAMAR personnel will review available student education records and any available assessment records to ensure that the appropriate educational services are provided to each Eligible Student.
- 4.03 The following LAMAR personnel shall be the only personnel involved in the provision of educational services at the Fort Bend County JJAEP:
- A. Teachers
 - B. Teacher's Aide
 - C. Special Counselors
 - D. Educational Diagnosticians
 - E. Instructional Specialists
 - F. Education Administrators/ Special Education Director
- 4.04 Prior to providing educational services to a student who is eligible for services under the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 (Section 504) or limited English proficient (LEP) classifications LAMAR personnel must receive from the Home School District proof of compliance with any requirements under state or federal laws or regulations concerning notice, due process and parent consent.
- 4.05 It is understood and agreed by all parties that LAMAR will provide educational services to Eligible Students enrolled in the JJAEP.
- 4.06 Home School Districts will continue to be responsible for conducting all Admission Review and Dismissal committees (ARDs), and Language Proficiency Assessment Committee (LPACs) and/or other meetings required by law.
- 4.07 This Agreement in no way places on LAMAR the entire duty to provide eligible children who are also special education students with a comprehensive free appropriate public education for students who do not reside in the Lamar Consolidated Independent School District.
- 4.08 In providing educational services, LAMAR will use Member School District textbooks, materials, and assignments, unless provided by the Home School District for short-term placements.
- 4.09 LAMAR will provide three (3) teachers and one (1) teacher's aide for the regularly scheduled school day.

- 4.10 LAMAR will provide student behavioral training to LAMAR personnel for the proper management of the students and crisis prevention.
- 4.11 LAMAR personnel will cooperate with BOARD personnel to reduce interruptions to the student's education, removing students from educational services only when they are ill or are a serious behavior disruption to the learning of others.
- 4.12 LAMAR personnel will cooperate with BOARD personnel with regard to behavior and disciplinary matters. BOARD personnel shall be the final authority with regard to behavior and disciplinary matters.
- 4.13 LAMAR personnel will communicate with the Eligible Student's Home School District to clarify any questions that arise with regard to the provision of educational services, particularly to facilitate re-entry.
- 4.14 It is understood and agreed by all parties that LAMAR will provide to all eligible LCISD students "The Free or Reduced Breakfast & Lunch Program."

SECTION V
RESPONSIBILITIES OF THE BOARD

- 5.01 The BOARD, acting by and through its Chief Juvenile Probation Officer, will timely secure the necessary parent/guardian consent to carry out the purpose of the educational services of this Agreement.
- 5.02 The BOARD, acting by and through its Chief Juvenile Probation Officer, will provide responsible BOARD personnel in the following order:
 - A. Eligible Student's Probation Officer
 - B. Youth Specialist
 - C. Site Administrator
 - D. JJAEP Program Director
 - E. Chief Juvenile Probation Officer
- 5.03 The BOARD, acting by and through its Chief Juvenile Probation Officer, will provide proof of compliance with any requirements under state and federal laws and regulations concerning notice and due process requirements with regard to Eligible Students who are LEP or special education students, and assist LAMAR to obtain student education records and assessment data that is pertinent to the appropriate education placement of the Eligible Student in accordance with state time lines.

- 5.04 The BOARD, acting by and through its Chief Juvenile Probation Officer, will provide and maintain appropriate instructional space for Eligible Students and LAMAR personnel as follows:
- A. Minimum of one (1) youth specialist present at all times.
 - B. Class to take place in the classrooms and shop area of JJAEP facility.
- 5.05 The BOARD, acting by and through its JJAEP staff, and LAMAR, will provide for student movement to and from classes in accordance with a mutually agreeable schedule.
- 5.06 The BOARD, acting by and through its JJAEP staff, will designate staff members to provide support to LAMAR personnel in the event crisis intervention is required at the Facility.
- 5.07 To the extent possible, the BOARD, acting by and through its JJAEP staff, will develop daily schedules/activities so that interruptions to the Eligible Student's education are kept at a minimum.
- 5.08 The BOARD, acting by and through its Chief Juvenile Probation Officer, shall obtain textbooks and assignments when appropriate from the Home School District and will act on behalf of the parent in coordinating behavior plans for dealing with student discipline matters.
- 5.09 Academics and classroom discipline will be the responsibility of the teacher in accordance with LAMAR classroom rules and regulations. At the request of the teacher, JJAEP will remove those Eligible Students in violation of classroom rules.
- 5.10 Transportation of Eligible Students to and from the JJAEP facility will be in accordance with established procedures of the Fort Bend County Juvenile Probation Department and Member School Districts and /or Court directives.

SECTION VI
RIGHTS AND DUTIES OF MEMBER SCHOOL DISTRICTS

- 6.01 NISD may reserve one (1) space upon payment of \$7,000 and KISD may reserve two (2) spaces upon payment of \$14,000 to LAMAR. Such payments shall be made no later than September 10, 2019 to reserve a seat for the 2019-2020 school year.
- 6.02 Member School Districts shall, upon placement of an Eligible Student in the JJAEP, provide JJAEP staff with academic records and any available assessment records to ensure

that the appropriate educational services are provided while the Eligible Student is enrolled in the JJAEP.

- 6.03 Member School District staff will communicate with the Home School District to clarify any issues that arise with regard to the provision of educational services. Member School Districts shall be responsible for ensuring delivery of the special education and related services necessary to provide a free and appropriate public education to their special education students, if any, who are placed at the JJAEP.

SECTION VII
DATA PRIVACY

- 7.01 The use or disclosure by any party of information concerning an Eligible Student in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the BOARD'S or LAMAR'S responsibility with respect to the purpose of this Agreement is prohibited, except on written consent of such Eligible Student and/or his or her parents or guardian, or his/her attorney.
- 7.02 LAMAR and the BOARD, in providing all services hereunder, agree to abide by the provisions of any applicable federal or state data privacy laws, rules, or regulations.

SECTION VIII
ASSIGNMENTS

- 8.01 This Agreement is not assignable by any party.

SECTION IX
INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

- 9.01 It is agreed by the parties that at all times and for all purposes hereunder, LAMAR is an independent contractor and not an employee of the BOARD. No statement contained in this Agreement shall be construed to find LAMAR an employee of the BOARD, and LAMAR shall be entitled to none of the rights, privileges or benefits of a BOARD employee, except as otherwise may be stated herein.
- 9.02 It is agreed by the parties that at all times and for all purposes hereunder, BOARD personnel are not employees of LAMAR. No statement contained in this Agreement shall be construed so as to find the BOARD to be employees of LAMAR, and the BOARD shall

be entitled to none of the rights, privileges or benefits of LAMAR employees except as otherwise may be stated herein.

- 9.03 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting LAMAR (including its officers, employees, and agent) as the agent, representative or employee of the BOARD for any purpose, or in any manner, whatsoever. LAMAR is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION X **SEVERABILITY**

- 10.01 The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination to the other party.

SECTION XI **SERVICES NOT PROVIDED FOR**

- 11.01 Services provided by LAMAR not specifically provided in this Agreement shall not be allowed by BOARD.
- 11.02 LAMAR shall not perform any work or furnish any materials not covered by this Agreement, unless approved in writing by the BOARD. Such approval shall be considered to be a modification of this Agreement.
- 11.03 No claim for services furnished by the BOARD, not specifically provided in this Agreement, will be allowed by LAMAR, nor shall the BOARD do any work or furnish any materials not covered by this Agreement, unless this is approved in writing by LAMAR. Such approval shall be considered a modification of this Agreement.

SECTION XII **SHARING OF INFORMATION**

- 12.01 As authorized by Chapter 58 of the Texas Family Code, the BOARD shall share juvenile

criminal history record information regarding Eligible Students of LAMAR and the Member School Districts, upon written request from the appropriate Superintendent or Principal to the BOARD. The Member School Districts shall provide the BOARD with educational information necessary to provide services to Eligible Students at the JJAEP.

12.02 LAMAR and the Member School Districts shall, upon an Eligible Student's enrollment at the JJAEP, provide the JJAEP Program Director with the same information it would provide to another public school district when a student transfers, including but not limited to:

- (1) the Student's name, date of birth, and grade level
- (2) enrollment forms and withdrawal form (which shall indicate the student's list of current courses in which he or she is enrolled, the grade earned, and textbooks used in the course);
- (3) notice of expulsion, where relevant
- (4) special education, Section 504 records and/or LPAC's, if any;
- (5) transcript;
- (6) the student's state assessment data, if applicable;
- (7) the student's previous year's attendance record;
- (8) the student's current attendance records, immunization records, and emergency contact information

12.03 Upon written request from the Member School District Superintendent, the BOARD shall provide the information including, but not limited to:

- (1) court ordered placing Eligible Student in the JJAEP
- (2) probation officer's name
- (3) offense for which Eligible Student is placed in JJAEP and the location of the offense;
- (4) length of time assigned to JJAEP
- (5) disposition of charges against Eligible Student
- (6) court order releasing Eligible Student from JJAEP; and
- (7) Notice of withdrawal from JJAEP.

- 12.04 Any juvenile criminal history information shall be released only to appropriate school personnel and not to any third party. For purposes of this Section, “appropriate school personnel” is defined to include superintendent, principals, school psychologists, social workers, and counselors from a Member School District.
- 12.05 Juvenile criminal history information shall be kept confidential; in a secured area separate from Eligible Student’s other educational records. Such information shall be destroyed by school officials (1) upon notification by the juvenile probation department that the Eligible Student is no longer under the jurisdiction of the department; or (2) at the end of one calendar year after it has been provided to the school, whichever occurs first.

SECTION XIII
COMPLIANCE WITH LAWS AND REGULATIONS

- 13.01 In conjunction with this Agreement, LAMAR and the BOARD shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted. LAMAR will insure that any state mandated testing processes required by TEA would be conducted as required as provided by state law. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement, and shall entitle LAMAR and the BOARD to terminate this Agreement immediately upon delivery of written notice of termination.

SECTION XIV
SUSPENSION OF STUDENTS

- 14.01 JJAEP Students that are assigned to this campus under the status of Expulsion Orders Only and not on any form of court ordered probation may be removed/suspended from attending school under the following conditions:
- Having a positive drug test
 - Failure to follow the campus rules, i.e., Student Code of Conduct/Consistent and unruly behavior

This applies to only those students that are ordered to attend the JJAEP campus whom are under no other orders other than the Expulsion Orders. Those students that violate the campus rules are subject to disciplinary action by the ordering Judge per violations of court ordered probation. Students under the status of Expulsion Orders can be

removed/suspended from campus for a period not to exceed three consecutive days and only at the direction of the site principal.

SECTION XV
NOTICE

15.01 Notices, correspondence, and all other communications pursuant to this Agreement shall be addressed to the Fort Bend County Juvenile Board and submitted to the following representative:

Honorable Jeff McMeans
Chairman of the Juvenile Board
301 Jackson Street
Richmond, TX 77469

Notice to LAMAR shall be delivered to: Dr. Thomas Randle, Superintendent
Lamar CISD
3911 Avenue I
Rosenberg, TX 77471

Notice to NISD shall be delivered to: Mr. Curtis Rhodes
Superintendent
P.O. Box 412
Needville, TX 77461

Notice to KISD shall be delivered to: Ken Gregorski, Superintendent
6301 South Stadium Lane
Katy, TX 77494

SECTION XVI
ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

16.01 It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alternations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

IN WITNESS HEREOF, the parties have herewith set their signatures as of the date written below.

**FORT BEND COUNTY
JUVENILE PROBATION BOARD**

By: _____
Honorable Jeff McMeans, Chairman

Date: _____

**LAMAR CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT**

By: _____
Dr. Thomas Randle, Superintendent

Date: _____

APPROVED AS TO FORM AND SUBSTANCE:

**NEEDVILLE INDEPENDENT SCHOOL
DISTRICT**

By: _____
Curtis Rhodes, Superintendent

Date: _____

**KATY INDEPENDENT SCHOOL
DISTRICT**

By: _____
Ken Gregorski, Superintendent

Date: _____

**CONSIDER APPROVAL OF THE 2019-2020 AGREEMENT FOR EDUCATIONAL
SERVICES BETWEEN LAMAR CONSOLIDATED INDEPENDENT SCHOOL
DISTRICT AND FORT BEND COUNTY JUVENILE DETENTION CENTER**

RECOMMENDATION:

That the Board of Trustees approve the Memorandum of Understanding for Education Services at Fort Bend County Juvenile Detention Center (FBCJDC) for the 2019-2020 school year.

IMPACT/RATIONALE:

Funding to support educational services at the Detention Center is obtained from state compensatory education funds, foundation funds earned from attendance, special education funding, and Title I, Part D neglected/delinquent funds.

PROGRAM DESCRIPTION:

Daily classes are provided throughout the school year in a specially designed education center within the Fort Bend County Juvenile Detention Center facility. Approximately 400 students continued their education while being detained at the Detention Center during last school year. Ten through seventeen-year-old youth that have been alleged to have committed a crime in the County can be detained, and the majority of these youth reside somewhere in Fort Bend County. The average length of stay is 18-20 days.

By statute, Lamar CISD is responsible for the education of students residing in the Fort Bend County Detention Center. The recommended agreement for the 2019-2020 school year is the same as the current one and is attached for Board review.

Submitted by: Dr. Theresa Mossige, Interim Chief Academic Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent

THE STATE OF TEXAS
COUNTY OF FORT BEND

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AGREEMENT FOR EDUCATIONAL SERVICES FOR JUVENILE PROBATION

THIS AGREEMENT is made and entered into by and between the FORT BEND JUVENILE PROBATION BOARD, hereinafter referred to as "BOARD", and LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "LAMAR".

WHEREAS, the BOARD desires to provide education to eligible children in detention in the Fort Bend County Juvenile Detention Facility; and

WHEREAS, the BOARD desires to provide an opportunity for children in detention to obtain State Board of Education course credits in their home schools resulting from the uninterrupted educational service; and

WHEREAS, LAMAR desires to provide educational services to students in detention at no expense to the BOARD and at no expense to LAMAR in excess of the state and federal funds received by LAMAR and specifically designated for providing educational services at the Fort Bend County Juvenile Detention Facility;

NOW THEREFORE, in consideration of the mutual covenant set forth herein the parties hereto agree as follows:

SECTION I
DEFINITIONS

For the purpose of this Agreement, the following terms shall mean:

1.01 *BOARD Personnel* - Student's Probation Officer, Director of Detention, Juvenile Supervision Officer, Chief Juvenile Probation Officer.

1.02 *Class Room* -A designated room at the juvenile detention facility.

1.03 *Eligible Children* - Children from the ages of 10 through 17, who are confined in the Fort Bend County Juvenile Detention Facility for more than five days and are currently enrolled in their home school or otherwise eligible for enrollment.

1.04 *Home School* - The school district where the children would ordinarily attend school when not in the Fort Bend County Juvenile Detention Facility.

1.05 *LAMAR Personnel* - Teachers, Teacher's Aide, Educational Diagnostician, Counselor, Instructional Specialist, Special Programs and Project Directors. Program Supervisors and Special Education Director.

1.06 *Parent/Guardian Consent* - Any consent required by federal or state law, or an administrative agency to facilitate the purposes of this Agreement.

1.07 *Educational Services* -teacher-directed instruction and/or assistance at the Fort Bend County Juvenile Detention Facility in course work involving reading, language arts, mathematics, science, social studies and living skills, and drug education.

1.08 *Teacher* - A LAMAR classroom teacher who is licensed by the State of Texas and who provides educational services at the Fort Bend County Juvenile Detention Facility.

1.09 *Teacher's Aide* - A LAMAR classroom teacher's aide meeting written job requirements as established by LAMAR, who assist teachers providing educational services at the Fort Bend County Juvenile Detention Facility.

SECTION II **PURPOSE**

2.01 The purpose of this Agreement is to make educational services available to eligible children.

2.02 LAMAR intends to provide educational services to eligible children at no expense to the BOARD or LAMAR taxpayers.

SECTION III **TERM**

3.01 The term of this Agreement shall commence on August 1, 2019 and end on July 31, 2020, unless sooner terminated as provided in this Agreement.

3.02 This Agreement may be terminated at any time during its term, for any reason, by either the BOARD or LAMAR by giving fifteen (15) days written notice to the other party.

3.03 If the BOARD wishes to renew this Agreement, notice must be provided to LAMAR by July 15, 2020, and renewal will be considered by LAMAR.

SECTION IV **SERVICES PROVIDED BY LAMAR**

4.01 Services to be provided by LAMAR under this Agreement will be provided with state and federal funds received by LAMAR and special funds specifically designated for providing educational services at the Fort Bend County Juvenile Detention Facility.

4.02 LAMAR personnel will review available student education records and any available assessment records so that the appropriate educational services may be provided.

4.03 Only the following LAMAR personnel will be involved in the provision of educational services at the Fort Bend County Juvenile Detention Facility:

- A. Teachers
- B. Teacher's Aide
- C. Special Counselors
- D. Educational Diagnosticians
- E. (Instructional Specialists) Program Supervisors
- F. (Special Programs and Projects Director) Special Education Director

4.04 Prior to providing educational services to a special education or limited English proficient (LEP) student, LAMAR personnel must receive proof of compliance with any requirements under state or federal laws or regulations concerning notice, due process and parent consent. It is understood and agreed by all parties that LAMAR will provide educational services to eligible children who are special education students. This Agreement in no way places on LAMAR the entire duty to provide eligible children who are also special education students with a comprehensive free appropriate public education for students who do not reside in LAMAR CISD.

4.05 In providing educational services, LAMAR will use District textbooks, materials, and assignments, unless they are provided by the home school for short-term placements.

4.06 LAMAR will provide five (5) teachers for the regularly scheduled school day.

4.07 LAMAR will provide training to LAMAR personnel so that the student's behavior is managed appropriately and crisis can be prevented.

4.08 LAMAR personnel will cooperate with BOARD personnel to reduce interruptions to the student's education, removing students from educational services only when they are ill or are a serious behavior disruption to the learning of others.

4.09 LAMAR personnel will cooperate with BOARD personnel in dealing with behavior and discipline matters.

4.10 LAMAR personnel will communicate with the student's home school to clarify any questions that arise with regard to the provision of educational services, particularly to facilitate re-entry.

SECTION V

RESPONSIBILITIES OF THE BOARD

5.01 The BOARD, acting by and through its Chief Juvenile Probation Officer, will secure the necessary parent/guardian consent to carry out the purpose of the educational services of this Agreement, in a timely fashion.

5.02 The BOARD, acting by and through its Chief Juvenile Probation Officer, will provide responsible BOARD personnel in the following order:

- A. Student's Probation Officer

B. Director of Detention

C. Chief Juvenile Probation Officer

5.03 The BOARD, acting by and through its Chief Juvenile Probation Officer, will secure necessary parent/guardian consent, will provide proof of compliance with any requirements under state and federal laws and regulations concerning notice and due process requirements with regard to eligible children who are LEP or special education students, and assist LAMAR to obtain student education records and assessment data that is pertinent to the appropriate education placement of the student in accordance with state time lines.

5.04 The BOARD, acting by and through its Chief Juvenile Probation Officer, will provide and maintain appropriate instructional space for students and LAMAR personnel as follows:

A. Minimum of one (1) juvenile supervision officer present at all times.

B. Class will take place in the classrooms.

5.05 The BOARD, acting by and through its Director of Detention, will provide for student movement to and from classes in accordance with mutually agreeable schedule.

5.06 The BOARD, acting by and through its Director of Detention, will designate staff members to provide support to LAMAR personnel should crisis intervention be required at the Facility.

5.07 To the extent possible, the BOARD, acting by and through its Director of Detention, will develop daily schedules/activities so that interruptions to the child's education are kept at a minimum.

5.08 The BOARD, acting by and through its Chief Juvenile Probation Officer, will facilitate obtaining textbooks and assignments when appropriate from the home school and will act on behalf of the parent in coordinating behavior plans for dealing with student discipline matters.

5.09 If a student is to remain in detention after their detention hearing, the Chief Juvenile Probation Officer or representative will notify LAMAR personnel so necessary District enrollment can take place.

5.10 Academics and classroom discipline will be the responsibility of the teacher in accordance with Lamar CISD classroom rules and regulations. Detention Staff, at the request of the teacher, will remove those students not complying with classroom rules.

SECTION VI
DATA PRIVACY

6.01 The use or disclosure by any party of information concerning an eligible child in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the BOARD'S or LAMAR'S responsibility with respect to the purpose of this Agreement is prohibited except on written consent of such eligible child and/or his or her parents or guardian, or his or her attorney.

6.02 LAMAR and the BOARD, in providing all services hereunder, agree to abide by the provisions of any applicable federal or state data privacy laws, rules, or regulations.

SECTION VII
ASSIGNMENTS

7.01 This Agreement is not assignable by any party.

SECTION VIII
INDEPENDENT CONTRACTOR/NO CO--P ARTNERSHIP

8.01 It is agreed by the parties that at all times and for all purposes hereunder LAMAR is an independent contractor and not an employee of the BOARD. No statement contained in this Agreement shall be construed so as to find LAMAR an employee of the BOARD, and LAMAR shall be entitled to none of the rights, privileges or benefits of a BOARD employee, except as otherwise may be stated herein.

8.02 It is agreed by the parties that at all times and for all purposes hereunder the BOARD is not an employee(s) of LAMAR. No statement contained in this Agreement shall be construed so as to find the BOARD to be employees of LAMAR, and the BOARD shall be entitled to none of the rights, privileges or benefits of LAMAR employees except as otherwise may be stated herein.

8.03 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting LAMAR (including its officers, employees, and agent) as the agent, representative or employee of the BOARD for any purpose, or in any manner, whatsoever. LAMAR is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION IX
SEVERABILITY

9.01 The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any

rule or regulation having the force and effect of law, such occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination to the other party.

SECTION X
ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

10.01 It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alternations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION XI
SERVICES NOT PROVIDED FOR

11.01 No claim for services furnished by LAMAR, not specifically provided in this Agreement, will be allowed by BOARD, nor shall LAMAR do any work or furnish any materials not covered by this Agreement, unless this is approved in writing by the BOARD. Such approval shall be considered to be a modification of this Agreement.

11.02 No claim for services furnished by the BOARD, not specifically provided in this Agreement, will be allowed by LAMAR, nor shall the BOARD do any work or furnish any materials not covered by this Agreement, unless this is approved in writing by LAMAR. Such approval shall be considered a modification of this Agreement.

SECTION XII
COMPLIANCE WITH LAWS AND REGULATIONS

12.01 In providing all services pursuant to this Agreement, LAMAR and the BOARD shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement, and shall entitle LAMAR and the BOARD to terminate this Agreement immediately upon delivery of written notice of termination to the other party.

SECTION XIII
NOTICE

13.01 Notices, correspondence, and all other communications pursuant to this Agreement shall be addressed to the Fort Bend County Juvenile Board and submitted to the following representative:

Honorable Jeff McMeans
Chairman of the Juvenile Board
301 Jackson Street
Richmond, TX 77469

Notice to LAMAR shall be delivered to:

Dr. Thomas Randle, Superintendent
Lamar CISD
3911 Avenue I
Rosenberg, TX 77471

IN WITNESS HEREOF, the parties have herewith set their signatures as of the date written below.

**FORT BEND COUNTY
JUVENILE PROBATION BOARD**

By: _____
Honorable Jeff McMeans, Chairman

Date: _____

**LAMAR CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT**

By: _____
Dr. Thomas Randle, Superintendent

Date: _____

**CONSIDER APPROVAL OF AN INTERLOCAL COOPERATION AGREEMENT
WITH EQUAL OPPORTUNITY SCHOOLS**

RECOMMENDATION:

That the Board of Trustees approve the Interlocal Cooperation Agreement with Equal Opportunity Schools (EOS) in the amount of \$122,000 and authorize the Superintendent to execute the agreement.

IMPACT/RATIONALE:

The cooperation agreement between EOS and Lamar CISD will provide technological tools and data-based consultation services for the problem of students being under-matched with the challenging coursework that will prepare them for college. Research with the College Board, the International Baccalaureate Organization, the U.S. Department of Education, and the Education Trust, reveals that while African-American, Latino, and low-income students are about as likely as their white or upper-income peers to attend schools that offer Advanced Placement (AP) courses, a significant number of those who could handle the rigor miss out on such courses every year. Lamar CISD is committed to ensuring that all students who are academically able are encouraged and have equal opportunity to participate in AP classes. The current programs at Lamar Consolidated, Terry, Foster, George Ranch, and Fulshear High Schools have yielded a high level of success and significantly increased the enrollment in Advanced Placement classes for the 2019 - 2020 academic year by underrepresented populations.

PROGRAM DESCRIPTION:

Equal Opportunity Schools will evaluate the size, shape and causes of advanced course enrollment gaps at partner schools, as well as the schools' strengths and their most effective options for closing those gaps. EOS will provide tools and guidance that the Superintendent and Principals can use to build stakeholder support for the ambitious goal of finding every missing student within the current academic year. They will identify missing students and provide recruitment support using an innovative data and analytics system. EOS works with Lamar CISD leadership to incorporate strategies that sustain the gap closure by collaboratively building an Achievement Plan using tested pedagogical and support strategies.

Submitted by: Dr. Terri Mossige, Interim Chief Academic Officer
 Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL COOPERATION AGREEMENT FOR
EDUCATIONAL SERVICES**

This Interlocal Agreement (hereinafter referred to as "Agreement"), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between EQUAL OPPORTUNITY SCHOOLS (hereinafter referred to as "EOS") and acting through its governing body, and LAMAR CISD (hereinafter referred to as "the District"), duly organized and existing under the laws of the State of Texas, acting by and through its Board of Trustees.

RECITALS

WHEREAS, LAMAR CISD has the authority to authorize EOS to provide educational services for the District, and EOS has the authority to so act; and,

WHEREAS, EOS has approved this Agreement; and,

WHEREAS, the District and EOS believe it is in the best interests of the students of the District to enter into this Agreement; and,

NOW THEREFORE, EOS and the District for the mutual consideration hereinafter stated, agree as follows:

**ARTICLE I
PURPOSE**

- 1.1 The purpose of this Agreement is to build on the District’s progress and experience and EOS’s expertise in establishing equity in AP/IB. Both entities’ objective is to ensure that all students have the opportunity to succeed in challenging high school courses, because the academic intensity of the high school curriculum is the biggest driver of college completion.
- 1.2 EOS and the District (collectively, “Collaborators”) jointly commit to these three objectives:
 1. Fully close race and income participation gaps in AP/IB, as measured by equally high AP/IB participation rates for Latino, African-American, and low-income students as compared to their peers.
 2. Raise AP/IB performance, as measured by AP/IB exam passing,
 3. Develop systems and structures for the district to sustain and improve upon these results in future years, catalyzing a higher sense of what’s possible for Missing Students, and enabling further increases in college readiness and closure of opportunity and achievement gaps.

ARTICLE II
TERM

- 2.1 This Agreement shall be effective on the date the last party executes this Agreement and shall terminate on August 31, 2020, with the exception of the subsequent activities through December 1, 2029 as outlined in the Memorandum of Understanding (“MOU”) executed on May 16, 2019 and incorporated in this Agreement by reference as Exhibit A.
- 2.2 Either party may terminate this Agreement upon 30 days written notice to the other party, delivered as required by Article VIII. Termination will be allowed for cause or breach of the Obligations in Articles III and IV and/or the Administrative Provisions of Article V. The District will only be liable for payment for Services received prior to the effective date of such termination.
- 2.3 Notwithstanding any contrary provision of this Agreement, each payment obligation of the District created by this Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of Services. If such funds are not allocated and available, this Agreement may be terminated by the District at the end of the period for which funds are available. The District shall notify EOS at the earliest possible time before such termination. No penalty shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed so as to permit the District to terminate this Agreement in order to purchase similar services from another party.

ARTICLE III
OBLIGATIONS OF EOS

- 3.1 For the purposes and consideration herein stated and contemplated, EOS shall perform services for the District and carry out the responsibilities outlined in the MOU attached, pages 3 through 6.

ARTICLE IV
OBLIGATIONS OF THE DISTRICT

- 4.1 The District agrees to carry out the responsibilities as outlined in the MOU attached, pages 3 through 6.

4.2 For services rendered pursuant to this Agreement, the District agrees to pay EOS the following amounts:

Comprehensive Strategic Support

Foster High School	\$24,400.00
George Ranch High School	\$24,400.00
Lamar Consolidated High School	\$24,400.00
BF Terry High School	\$24,400.00
Fulshear High School	\$24,400.00

Subtotal Due to EOS in 2018-19 \$122,000.00

Grand Total Due to EOS in 2018-19 \$122,000.00

4.3 EOS will also bill the District for the portion of travel costs attributable to this Collaboration as delineated on page 3 of the MOU attached to this Agreement.

ARTICLE V
ADMINISTRATIVE PROVISIONS

- 5.1 Each of the Collaborators has identified certain conditions which must be met by the other Collaborators in order for this Collaboration to be meaningful and productive. The conditions are delineated on pages 9 through 11 of Exhibit A of the MOU attached.
- 5.2 The Collaborators shall abide by Federal and other applicable law and all stipulations outlined in Exhibit B of the MOU attached with regard to confidential student and parent information. Each Collaborator shall be responsible for compliance with all such laws and maintenance of confidentiality with respect to information in its possession and data provided by the other Collaborator. Details on handling of Confidential Information may be found in Exhibit B of the MOU.
- 5.3 For a period until at least December 1, 2029, the District will, on an annual basis (if requested), provide EOS with data files containing the information (in Exhibit C of the MOU) for all students who are in any high school located within the District's boundaries. The obligations set forth in this paragraph and in Exhibit C will survive the termination of this Agreement and remain binding upon the parties.

ARTICLE VI
LIABILITY

- 6.1 Each party to this Agreement agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by another party, regardless of where the individual's actions occurred. Each party is solely responsible for the actions and/or omissions of its employees and officers.

- 6.2 Neither party makes any express warranties and hereby disclaims any implied warranties, including without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. In no event shall either party be liable for any special, consequential or exemplary damages, whether arising in contract or in tort, whether direct, immediate, foreseeable, disclosed or not disclosed, arising from the performance of this Agreement.
- 6.3 In no event will EOS be liable to the District for any amount beyond the amount the District has paid EOS under this Agreement, and in no event will the District be liable to EOS for any amount beyond what has been earned by EOS as of the date termination.
- 6.4 Insurance shall be maintained by EOS according to the District's contracting regulations, as shown in Exhibit D of the MOU attached.

ARTICLE VII
MISCELLANEOUS

- 7.1 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.
- 7.2 Venue for any litigation involving this Agreement shall be in Fort Bend County, Texas.
- 7.3 If any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 7.4 This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of the Agreement which is not contained herein shall be valid or binding.
- 7.5 This Agreement may not be assigned by either party.

ARTICLE VIII
NOTICES

- 8.1 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 Owner at the mailing address as hereinafter set out. If mailed, any notice of communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the Owner at the

following addresses:

To EOS: Reid Saaris
Executive Director, Equal Opportunity Schools
130 Nickerson Street, Ste 200
Seattle, WA 98109

To District: Dr. Thomas Randle
Superintendent, Lamar CISD
3911 Avenue I
Rosenberg, Texas 77471

Copies to: Jill Ludwig, CFO and Dr. Terri Mossige, Interim Chief
Academic Officer, Lamar CISD
3911 Avenue I
Rosenberg, Texas 77471

Either party may designate a different address by giving the other party ten (10) days written notice thereof.

ARTICLE IX
ENTIRE AGREEMENT AND ATTACHMENT

- 9.1 This Agreement contains the entire Agreement among the parties and supersedes all other negotiations and agreements, whether written or oral.
- 9.2 THE UNDERSIGNED OFFICER AND/OR AGENTS OF THE PARTIES HERETO ARE THE PROPERLY AUTHORIZED OFFICIALS AND HAVE THE NECESSARY AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF THE PARTIES HERETO, AND EACH PARTY HEREBY CERTIFIES TO THE OTHER THAT ANY NECESSARY RESOLUTIONS AND/OR ORDERS EXTENDING SAID AUTHORITY HAVE BEEN DULY PASSED AND ARE NOW IN FULL FORCE AND EFFECT.

LAMAR CISD

EQUAL OPPORTUNITY SCHOOLS

Superintendent

Executive Director

Date

Date

Collaboration Agreement

Between

LAMAR CONSOLIDATED School District

And



EQUAL
OPPORTUNITY
SCHOOLS

COLLABORATION AGREEMENT
LAMAR CONSOLIDATED School District and Equal Opportunity Schools



1. PARTIES

This Collaboration Agreement (this “Agreement”), effective as of July 1st, 2019 (the “Effective Date”), is by and between Equal Opportunity Schools, a Washington non-profit corporation, with an address at 130 Nickerson Street, Suite 200, Seattle, WA 98109 (“EOS”), and LAMAR CONSOLIDATED School District, with an address at _____ (the “District”). EOS and the District may be referred together collectively herein as the “Collaborators”.

2. COLLABORATION PURPOSE AND OBJECTIVES

The mission of EOS is to ensure that all students have the opportunity to succeed in challenging high school courses, with a focus on Advanced Placement (“AP”) and International Baccalaureate (“IB”) courses (sometimes referred to as “college-ready courses”). We focus on challenging high school courses because the academic intensity of the high school curriculum is the biggest driver of college completion. We help school leaders identify and enroll students who can succeed in Advanced Placement or International Baccalaureate courses (“AP/IB”) but are not yet enrolled in AP/IB for systemic reasons related to race or socioeconomic (“Missing Students”).

The District has demonstrated its commitment to improving the quality of educational opportunity and achievement for students in its previously submitted Letter of Intent and previous commitments to Equal Opportunity Schools.

Building on the District’s progress and experience and EOS’ expertise in establishing equity in AP/IB, EOS and the District jointly commit to the study on behalf of the District, as outlined below, for the improvement of instruction with these three objectives:

- a. **Fully close (or maintain closure of) race and income participation gaps in AP/IB by fall 2020**, as measured by equally high AP/IB participation rates for Latino, African-American, and low-income students as compared to their peers.
- b. **Raise AP/IB performance by spring 2021**, as measured by AP/IB exam passing.
- c. Develop systems and structures for the district in order to improve instruction and sustain these results in future years, **catalyzing a higher sense of what’s possible** for Missing Students, and enabling further increases in college readiness and closure of opportunity and achievement gaps.

The purpose of this Agreement is to formalize and facilitate the collaboration between the parties and to pursue these objectives on behalf of the District as set forth in this Agreement, with key implementation to occur during the 2019-2020 school year(s) (the “Collaboration”). The Collaborators agree to the Collaboration Overview, set forth in Exhibit A, which provides a generalized framework of the Collaboration, and which the parties may agree to update from time-to-time upon prior written agreement.

COLLABORATION AGREEMENT
LAMAR CONSOLIDATED School District and Equal Opportunity Schools



3. COSTS & PAYMENTS

a. The District shall pay EOS as follows:

<u>Action for Equity Partner Schools and Program</u>	School Year	Cost per school	District cost
Experience Success <i>\$24,400/school/year</i>			
Foster H.S. Fulshear H.S. George Ranch H.S. Lamar Consolidated H.S. Terry H.S.	2019-2020	\$24,400	\$122,000
Total Due to Equal Opportunity Schools in 2019-2020			\$122,000

- b. EOS will invoice Districts starting the weeks of August 15 and January 15 of each year of the Collaboration. Each invoice will be for 50% of the total due in the specified year. The District is responsible to promptly pay such costs.
- c. EOS will bill the District for the portion of travel costs attributable to this Collaboration. The frequency of EOS Partnership Director visits to the District is detailed in Exhibit A. EOS travels cost-consciously (at or below federal standards), and the cost of one EOS trip is often spread across multiple districts within a region. EOS’ Director of Finance and Administration, Sandy Zook (sandy@eoschools.org), will coordinate all accounting matters and expense reimbursements.
- d. Except as otherwise expressly set forth in this Agreement, each party will bear its own costs and expenses, including costs for staff time and technology maintenance, in connection with the activities to be performed under this Agreement.

4. EACH PARTY’S OBLIGATIONS

Each of the Collaborators has identified the following conditions, which must be met by the other Collaborators in order for this Collaboration to be meaningful and productive:

The District requires:

- a. On-going, candid communication and feedback loops that provide early opportunities to make adjustments where needed.
- b. High-quality EOS staff who effectively assist schools to achieve Collaboration Objectives.
- c. Integrating services into current District practices such that the Collaboration serves to optimize existing structures and processes.
- d. EOS help in building internal capacity and sustainability among the District Office administrators, as well as school leaders and staff to continue such District personnel’s improvement efforts beyond the timeframe of the Collaboration.

EOS requires:

- a. Commitment from the District’s Superintendent and other key District leaders (i.e. Assistant Superintendents and Directors) to provide full executive and implementation support to this

COLLABORATION AGREEMENT
LAMAR CONSOLIDATED School District and Equal Opportunity Schools



Collaboration, including but not limited to: leadership, advocacy, support and accountability for the schools to meet the Objectives, and provision of necessary financial resources.

- b. Full and willing participation from all participating school sites in analyzing data and engaging the school staff in finding all Missing Students and fully closing AP/IB participation gaps while raising AP/IB performance.
- c. Participation as needed to the District's data liaison for joint inquiry and analysis.
- d. The District's willing participation in joint research and evaluation efforts for the Collaboration including, but not limited to, maintaining a subscription to the National Student Clearinghouse, which provides each school's college completion data to the district (by July 1, 2019, at an estimated cost of \$450/school/year) until December 1, 2026.

5. WARRANTY DISCLAIMER; LIMITATION OF LIABILITY

EOS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND AND HEREBY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

IN NO EVENT SHALL EOS BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY AND ALL DAMAGES FOR INTERRUPTION, OR LOSS OF INFORMATION OR DATA, WHETHER ARISING IN CONTRACT OR IN TORT, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, DISCLOSED OR NOT DISCLOSED, ARISING FROM EOS' PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT. IN NO EVENT WILL EOS BE LIABLE TO DISTRICT FOR ANY AMOUNT BEYOND THE AMOUNT DISTRICT HAS PAID EOS UNDER THIS AGREEMENT.

6. CONFIDENTIALITY OBLIGATIONS

The Collaborators shall comply with all federal, state, local and other applicable law, rules and regulations, including, without limitation, FERPA (defined in Exhibit B) (collectively, "Applicable Laws"). EOS agrees to comply with the Confidentiality Obligations outlined in Exhibit B with regard to confidential student and parent information. Each Collaborator shall be responsible for compliance with all Applicable Laws and confidentiality obligations with respect to information in its possession and data provided by the other Collaborator. Details on handling of Confidential Information are set forth in Exhibit B.

7. DATA SHARING FOR ONGOING STUDY & INSTRUCTIONAL IMPROVEMENT

- a. For a period commencing on the Effective Date and lasting through the 2025-26 academic school year, the District will, on a regular basis (if requested), provide EOS with data files (current and historic) containing the information contained in Exhibit C for all students who are in any high school listed in the Costs & Payments section of this and any other active Agreement between the Collaborators (the "Data Sets"). The specific record and file formats of the Data Sets shall be as set forth in Exhibit C or as otherwise negotiated in good faith between the representatives of each party. The obligations set forth in this paragraph and in Exhibit C will survive the termination of this Agreement and remain binding upon the parties.
- b. EOS agrees to use the Data Sets received from the District only to meet the purposes of the Collaboration as described in this Agreement.
- c. EOS may publish de-identified, aggregated data pertaining to marketing, reporting and other public facing materials in order to promote the objectives of this Agreement. In each instance, EOS shall take appropriate steps not to disclose any personally identifiable information. For example, EOS may

COLLABORATION AGREEMENT
LAMAR CONSOLIDATED School District and Equal Opportunity Schools



produce reports for the District and other school districts participating in similar programs to review based on aggregated data that has been sufficiently de-identified through removing or suppressing identifiable information in order to minimize the risk of re-identification through combination with other information linked to a specific individual.

- d. EOS may also share certain information, including personally identifiable information (with District's consent), with third party service providers and partners in order to fulfill its obligations under this Agreement.
- e. Subject to applicable law, including FERPA, content of the Data Set may also include other specified education records mutually agreed upon by the parties to be necessary and appropriate for the objectives of this Agreement and for the purpose of studies to be conducted under this Agreement.
- f. With appropriate consent, EOS may share certain Confidential Information with a partner for educational purposes, such as a professor at a US university conducting research and subject to such professor being bound by confidentiality obligations to EOS no less strict than those set forth herein.
- g. From time to time, EOS and the District may mutually agree in writing to enter into a collaboration with a third party. The collaboration may involve the sharing of the Data Sets, or a subset thereof, with such third party. EOS and the District may attach to this Agreement an Exhibit setting forth the name of the third party, a description of the collaboration, each party's respective role in the collaboration, and any other terms and conditions related to the third-party collaboration.
- h. The EOS Portal (the Portal) is a tool that allows leaders within the EOS partner schools and districts to access real-time information such as Student Insight Cards, school Outreach Lists, and updates on Outreach and Enrollment tracking. After the start of a partnership, school and district personnel access to the Portal is granted by invitation, which is determined by district and school leaders. Once granted access, employees will have access until July 1 of the year in which their agreement expires. Upon finalization of a renewal agreement, access will be re-activated or extended. Upon termination of a partnership or non-renewal of a partnership, all access by district or school personnel will be revoked by September 1 of the year in which their agreement expires. Staff members with Portal access will be notified before their access is revoked.
- i. Equal Opportunity Schools contracts with several industry-leading service providers (Amazon Web Services, Box, Heroku and Qualtrics) to securely store and transfer school, staff and student data, for the protection of our partners. All data shared with the listed providers is subject to all obligations listed in this Collaboration.

8. INSURANCE

During the Term of this Agreement, EOS shall maintain insurance according to the District's contracting regulations, as shown in Exhibit D.

9. TERM; TERMINATION.

- a. **Term.** The Term of this Agreement shall be from the Effective Date and continue until June 30, 2020 or until the Agreement is terminated as set forth below (the "**Term**").
- b. **Termination.** This Agreement may be terminated at any time by either party upon sixty (60) days' prior written notice to the other party.
- c. **Effects of Termination.** Upon termination of this Agreement by a party, District shall have no further obligation to provide data described hereunder to EOS or any third party, and EOS shall have

COLLABORATION AGREEMENT
LAMAR CONSOLIDATED School District and Equal Opportunity Schools



no further obligation to provide studies, reports, analysis and other materials to District or any third party under this Agreement. However, the parties agree that EOS shall have the right to retain any data shared with EOS pursuant to this Agreement and use such data solely in accordance with the terms of this Agreement.

d. **Survival.** In addition to those provisions which, by their express terms, survive the expiration or termination of this Agreement, the following provisions shall survive any such expiration or termination: Sections 4, 5, 7, 8, 9(d) and 10 through 15, inclusive.

10. ENTIRE AGREEMENT. This Agreement (and its Exhibits) and the Letter of Intent constitute the entire agreement between the parties regarding the subject matter hereof and supersede all previous or contemporaneous agreements, negotiations and commitments (written or oral) between the parties related to the subject matter hereof.

11. MODIFICATIONS; NO WAIVER. No term of this Agreement may be amended or modified except upon written agreement of the parties. Failure by a party to insist upon strict compliance with any term of this Agreement in any one or more instances will not be deemed to be a waiver of its rights to insist upon such strict compliance with respect to any subsequent failure.

12. SEVERABILITY; ENFORCEABILITY. If any provision of this Agreement shall be deemed prohibited, unenforceable, or invalid, such provision shall be ineffective to the extent of such prohibition, unenforceability, or invalidity without invalidating or affecting the remaining provisions of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13. GOVERNING LAW; JURISDICTION. This Agreement shall be construed in accordance with the laws of the State of Washington, without regard to its conflicts-of-laws principles. The parties expressly consent to the exclusive jurisdiction and venue of the State of Washington; any claims, actions or other matters respecting this Agreement shall be brought only in the federal or state courts of the State of Washington.

14. NOTICES. All notices required under this Agreement shall be deemed to be properly served if set forth in writing and (1) physically delivered in person or by overnight courier delivery, (2) sent by first class registered or certified mail, postage prepaid and return receipt requested, or (3) transmitted by email followed with overnight courier delivery, to the addresses below, or to any other addresses which the parties designate in writing for such purpose. Notices sent in this manner shall be effective upon actual receipt, except for notices sent by registered mail, which shall be effective five (5) business days after the postmark.

If to EOS: Attention: Sandy Zook
Address: 130 Nickerson St, Suite #200, Seattle, WA 98109
Email address: sandy@eoschools.org

If to District: Attention:
Address:
Email address:

15. COUNTERPARTS. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signature pages delivered by email as PDF files or other electronic signatures hereto shall

COLLABORATION AGREEMENT
LAMAR CONSOLIDATED School District and Equal Opportunity Schools



be considered originals for purposes of this Agreement.

[this section intentionally left blank]

COLLABORATION AGREEMENT
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SIGNATURES

The signatures below, by the authorized representative of each party to this Collaboration Agreement, signify the parties' agreement and commitment to the terms and conditions of the Collaboration Agreement.

LAMAR CONSOLIDATED School District

For Equal Opportunity Schools

Superintendent

Chief Executive Officer

Date

Date

Address

City State Zip

School District Accounts Payable Contact Information

Full Name

Email

Phone

District Data Personnel Contact Information

Full Name

Email

Phone



Exhibit A

COLLABORATION OVERVIEW

Listed below is the structure for accessing the expertise of EOS personnel, tools, and data to support the District’s unique needs as it works to meet and/or sustain the Collaboration Objectives above. This Collaboration Overview provides a generalized framework of the Collaboration but does not delineate every aspect of the Collaboration that the Collaborators are mutually responsible for implementing.

The Collaborators agree to the following schedule and responsibilities, and will meet to set specific dates and task ownership, following the Effective Date of this Agreement.

Action for Equity Phase 2: Experience Success

This pathway is designed to follow a previous EOS partnership focused on equity of access to advanced programs for students of color and low-income students. By focusing on underrepresented student experience and success in this phase of partnership, partners will continue and deepen their progress toward fully sustainable equity in advanced programs.

Experience Success is designed to give schools and Districts a similar level of support from EOS as they received in the initial phase of Collaboration, including EOS’ full suite of data tools with new tools addressing underrepresented student experience and success, as well as the focused, in-person attention of an EOS Partnership Director. Schools will receive four (4) visits from a dedicated Partnership Director over the course of the year to provide school and District leaders with the strategic and project management capacity needed to ensure a high standard of implementation to meet the Collaboration Objectives.

Tools & Analysis: The following are the set of tools and analyses that the District and its schools can access through Action for Equity Phase 2: Experience Success.

<p>Student Survey, Staff Survey & Staff Recommendations</p>	<p>The Fall student survey and staff survey and recommendations serve as two of our seminal data collection tools and are required for the creation of most EOS products, including outreach and recruitment lists, Student Insight cards, Equity Pathways reports and Support Reports. EOS will remotely manage online survey administration by providing a series of updates on rates of survey completion and helping schools trouble shoot technical problems. Survey data will be incorporated into the SICs and Student Lists tools.</p>
<p>Learning Mindset Activators</p>	<p>With support from Stanford’s PERTS team, EOS developed a set of questions and online activities proven to activate growth mindset and sense of belonging, the two most significant non-cognitive factors shown to improve student academic performance. EOS will remotely manage their administration. The Student Belonging Activation is designed to help students feel like they belong in rigorous classes by assuring them that experiences of uncertainty and struggle are normal. The Student Growth Mindset Activation fosters the belief that students in a supportive school environment can grow their intelligence. The Staff Belonging Activation is structured to help school staff learn about the research and practices for</p>

COLLABORATION AGREEMENT
LAMAR CONSOLIDATED School District and Equal Opportunity Schools



	supporting students' feelings of belonging in an academic setting. The Staff Growth Mindset Activation supports school staff to learn more about the research and practices promoting the idea that people can change their brain's capacity to learn through effort and hard work.
EOS AP/IB Student Experience Survey and Report	The Student Experience Survey and Report provides a year-end portrait of the quality of student experiences in AP/IB classes in your school. As AP/IB students complete their coursework, understanding their experience can help with sustainability planning for next school year's equity goal. The analysis provides strength areas and recommendations to improve the AP/IB experience. EOS will remotely manage the AP/IB experience surveys, and provide analysis and recommendations based on the results.
Equity Pathways Report	EOS will provide schools with the Equity Pathways Report, a comprehensive analysis of the student and staff survey responses combined with recommendations for sustaining equity and access in AP/IB coursework. The Equity Pathways report allows schools to unpack broad trends across different race and income groups as respects issues of access and success in AP/IB courses.
Support Report	The Support Report will provide schools concrete recommendations for building support structures that will aid students and staff in pursuit of academic success in AP/IB. The reports draw on analysis of school-, student- and staff-level data surfaced through the Fall surveys. Support Reports bring together numerous best practices from across EOS' portfolio, with recommendations informed by individual school needs.
Student Insight Cards	EOS will provide schools with Student Insight Cards for all 10 th and 11 th grade students on the Outreach Lists. SICs are student level profiles that visually provide key insights into student interest, motivation, academic and performance assets, barriers, and staff advocates.
Outreach Lists	The Outreach List contains 10 th and 11 th grade students identified through EOS' proprietary model and relies on both student- and school-level characteristics to determine if a student could benefit from and succeed in AP/IB coursework at your high school. These lists can be used for planning student outreach and recruitment. A 9 th grade targeted students list is available upon request.
Outreach and Enrollment Tracking	The Outreach and Enrollment Tracker allows schools to execute against and track outreach activities that lead to equitable enrollment. Outreach data entered into the portal is analyzed in partnership with course request enrollment data to highlight outreach trends that impact equity.
Course Registration Enrollment Updates	EOS provides schools with enrollment updates during course registration that facilitate further strategy and action around student outreach.
Evaluation Tools	EOS will provide a variety of tools, including: (a) Data visuals of schools' AP/IB access reality compared to access for the previous school year, (b) Gaps Charts showing enrollment for 11 th /12 th graders by race & segment, and (c) Equity Bars capturing the rate at which underrepresented students enroll in AP/IB relative to benchmark students.
Semester AP/IB Grade Analysis	EOS will analyze and present data visuals that compare semester grade performance to prior year semester grade performance in AP/IB courses.

Supports: The following are the set of EOS supports that will accompany the above described tools:

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EOS Portal Access	The EOS Portal allows leaders within the EOS partner schools and districts to access real-time information such as Student Insight Cards, school Outreach Lists, and updates on Outreach and Enrollment tracking.
Live Webinar Training	EOS will host live webinars to support successful implementation of the Collaboration. Topics will include portal refresher, advocacy and outreach best practices, outreach list walk-through/support, and outreach tracking.
Phone and Email Support	EOS staff will offer email/phone support, including discussion of EOS analyses and strategy support for any aspect of the partnership.

PARTNERSHIP DIRECTOR

EOS’ responsibilities will be performed by a team of EOS staff assigned to the district. Partnership Directors and Partnership Managers are responsible for managing client relationships and EOS deliverables, as well as providing project management, strategic planning (re the Collaboration), and coaching support to principals and District leadership. The Partnership Director or Manager assigned to the District will serve as a dedicated, strategic thought partner and project manager throughout implementation, and will monitor and track progress during and in-between in-person visits over the course of the year. Additional EOS staff supporting the District may include Regional Partnership Directors, Partnership Analysts and Data Support Analysts.

District Partnership Director and Manager

- School/district leadership/coaching experience
- Experience with AP/IB gaps-closed schools/strategies and access to a national portfolio of best practices
- 48-hour response time, and available for phone/email/webinar check-ins as requested

Other Key Sources of Expertise Provided by EOS:

- An internal EOS community of practice provides that each Partnership Director is accessing for their clients’ benefit the learnings and best practices among the EOS portfolio of ~540 school & 180 district partnerships in various contexts around the country.
- EOS teams of analysts serve as experts for EOS tools and analytics capabilities, effectiveness and learning, and the EOS Portal, a large scale, custom-built EOS database that facilitates efficient and on-demand delivery of EOS tools.
- Supervising Partnership Directors is a Senior Leadership Team with many years of education, non-profit, and organizational leadership experience.

EXHIBIT B

Confidentiality Obligations

Definition

For purposes of this Agreement, the term “Confidential Information” shall mean any and all personally identifiable student information from District education records provided by District to EOS, in any medium during the Term of this Agreement. Confidential Information shall include, without limitation, the personally identifiable information of students, parents, guardians and staff that the District shares with EOS under this Agreement.

Acknowledgment of Applicable Law

The Collaborators acknowledge that provision by the District of Confidential Information is subject to the Family Educational Rights and Privacy Act of 1974 (FERPA) and the implementing regulations found in 34 CFR Part 99 (“FERPA”), and may also be subject to state law student confidentiality provisions. The Collaborators shall comply with all Applicable Law.

EOS Permitted Usage of Confidential Information

Except in limited instances when EOS obtains the express written consent of the District or individual participant/parent, as may be required, EOS shall use Confidential Information solely for the purposes set forth in this Agreement.

Restrictions upon EOS’ Disclosure of Confidential Information

The only EOS personnel who will have access to Confidential Information will be those EOS employees, contractors and agents who (a) are performing services contemplated by this Agreement and (b) have agreed to be bound by EOS’ non-disclosure agreement. Except as permitted by FERPA, EOS and its designated employees, contractors and other agents with access to Confidential Information shall not disclose any of the District’s Confidential Information to any third party.

Maintenance of Confidentiality

EOS shall exercise reasonable care in safeguarding the Confidential Information against loss, theft, or other inadvertent disclosure or access and shall take reasonable steps necessary to establish safeguards that are consistent with applicable federal, state, and local law and District regulations and policies relating to security for personally identifiable and other sensitive information, including but not limited to FERPA-protected information. Publication of any information compiled by EOS under this Agreement (other than to the District or its personnel in accordance with this Agreement) shall be in a manner that is designed not to permit identification, directly or indirectly, of individual students or parents.

EOS stores the data it receives on Amazon EC2 which operates in conjunction with Amazon Virtual Private Cloud (VPC) servers, but EOS reserves the right to substitute a similar quality data center in the future. Users identified by the District are given access to EOS’ proprietary portal (the “Portal”) only through a personalized login and password. The District is responsible for securing log-in credentials and for any activity, whether authorized or not, through its account. The Portal is secured with HTTP (HTTPS) encryption. In order to obtain a login to the Portal, EOS must authenticate and approve the user. In

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addition, users can only view and access the data related to such user's school district. Other school districts with access to the Portal will not have access to the Confidential Information of the District. EOS computer hard drives are encrypted using Microsoft BitLocker Encryption technology, but EOS reserves the right to substitute a similar quality encryption in the future.

All users of the Portal must agree to the EOS Acceptable Use Policy, as may be amended, which includes, requirements such as, an obligation not to share account or passwords with anyone, not to use the Portal for illegal activity, not to access data or any account owned by another and to notify EOS immediately if the user identifies a problem with the Portal. EOS also has the right to deny access to any user who may pose a security risk to the Portal or the data contained on the Portal.

The District should send all Confidential Information via the Portal. Unless otherwise agreed upon by the parties in advance, the District should not email or use any other medium to send Confidential Information. In certain instances, EOS may accept limited information via another approved mechanism.

Destruction of Confidential Information

EOS agrees to destroy all personally identifiable student and parent information obtained from District education records after such information is no longer needed for any purpose for which studies were conducted under the terms of this Agreement.

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EXHIBIT C

Data to be Shared for the Purpose of Ongoing Study and Instructional Improvement

EOS will use student-level data on behalf of the school/district to study and evaluate its programs and services. The data will only be used to meet the purposes of the study for the school/district. Requested data may include the following and should be provided as appropriate in written reports, data files, or spreadsheets. Data should be provided by race and socioeconomic segments (as determined by eligibility for the National School Lunch Program or similar proxy). EOS will treat all data as Confidential Information, as defined by Exhibit B of this Agreement, and in accordance with the requirements of Applicable Law. Except as otherwise agreed upon between the parties or instructed by EOS, all data shall be provided through the EOS Portal. EOS will provide instructions on the file types that are required (usually CSV format for data and JPG for photos). In addition to the data elements listed below, in performing the services and implementing the programs, EOS, or a third-party on its behalf, will administer surveys for students and staff. In order to undertake the study and services on behalf of the District, EOS will need access to the following data elements:

Data Elements	Data Level	Example Data Elements Collected	Purpose of Data Use
Demographics (Race, Gender, FRL, ELL)	Student	Student ID, first name, last name, school name, grade, gender, counselor email, counselor last name, Hispanic indicator, race, income indicator, GPA, other fields may be included as optional	EOS will use this information to identify the school-wide participation trends in AP and IB classes; to identify gaps in participation, or “Missing Students”; and to accurately identify the size and causes of those gaps.
Fall Course Enrollment	Student / Staff	School name, student ID, staff email, staff ID, staff first and last name, course ID, course name, course selection, course period, term	
Course Grades	Student	Student ID, school name, course ID, course name, course selection, term, sub-term, grade	
AP Exam Scores / IB Exam Scores	Student	Student ID, test name, test subject, test score, test year	
Course Request	Student	Student ID, school name, course ID, course name	
Graduation Status	Student		
Student Photos	Student		
GPA	Student		
SAT / Test Scores	Student	Student ID, test name, test subject, test score, test year	
Staff File	Staff	First name, last name, email address, staff ID, position and department	
National Student Clearinghouse	Student		EOS will use this information to inform school’s understanding of the effectiveness of EOS efforts to improve instruction for “Missing Students”; if participation in these programs is expected to lead to better post-secondary preparation and outcomes for students, then there should be evidence of such activity.

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EXHIBIT D – Insurance

CERTIFICATE OF LIABILITY INSURANCE		OP ID: SR DATE (MM/DD/YYYY) 03/19/2019																																																																																																																																																											
		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																																																																																																																																																											
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PRODUCER Sprague Israel Giles 1501 Fourth Avenue, Suite 730 Seattle, WA 98101-3225 Matt Conroy	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: EQUAL-1																																																																																																																																																												
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ACORD 25 (2009/09)

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COLLABORATION AGREEMENT

LAMAR CONSOLIDATED School District and Equal Opportunity Schools



EXHIBIT D – EOS W-9

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	<h3 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h3> <p style="margin: 0;">▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	Give Form to the requester. Do not send to the IRS.
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Print or type. See Specific Instructions on page 3.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 100%;"> 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. EQUAL OPPORTUNITY SCHOOLS </td> </tr> <tr> <td> 2 Business name/disregarded entity name, if different from above </td> </tr> <tr> <td> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 65%;"> 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____ </td> <td style="width: 35%;"> 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small> </td> </tr> </table> </td> </tr> <tr> <td> 5 Address (number, street, and apt. or suite no.) 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7 List account number(s) here (optional)												

Part I Taxpayer Identification Number (TIN)											
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">Social security number</td> </tr> <tr> <td style="text-align: center;">[] [] [] - [] [] - [] [] [] []</td> <td></td> </tr> <tr> <td colspan="2" style="text-align: center;">or</td> </tr> <tr> <td colspan="2" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="text-align: center;">3 7 - 1 6 0 9 6 5 9</td> <td></td> </tr> </table>	Social security number		[] [] [] - [] [] - [] [] [] []		or		Employer identification number		3 7 - 1 6 0 9 6 5 9	
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3 7 - 1 6 0 9 6 5 9											
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.											

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	
Sign Here	Signature of U.S. person ▶ <i>Andy Zork</i>
	Date ▶ 1/9/2019

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
 - Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
 - If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CONSIDER APPROVAL OF NEW COURSE FOR THE 2019-2020 SCHOOL YEAR

RECOMMENDATION:

That the Board of Trustees approve the Dual Credit Sociology course for the 2019-2020 school year.

IMPACT/RATIONALE:

Dual Credit Sociology course will assist with students earning college level credits while attending high school. Students will have the opportunity to accelerate the college completion and save money on college tuition. Regardless of a student's field of study, sociology will encourage critical thinking skills and problem-solving skills which are attributes that college admissions and employers seek. The addition of this course is due to an LCISD teacher becoming credentialed in Dual Credit Psychology, which Lone Star College pairs with Dual Credit Sociology for a complete year of instruction. This will allow a student to complete 6 college hours of social/behavioral science towards a college degree.

PROGRAM DESCRIPTION:

Dual Credit Sociology will be offered as a semester course and is equivalent to an accelerated Sociology course. Dual Credit Sociology is an introduction to the basic elements of society. In looking at human behavior, this course includes an introduction to dynamics of society, culture, social groups, social institutions, socialization, social processes and social structure.

Submitted by: Dr. Terri Mossige, Interim-Chief Academic Officer
Dr. Jon Maxwell, Executive Director of Student Programs
Valerie Anderson, Director of Advanced Studies

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER ADOPTION OF JUDGE THOMAS CULVER, III ELEMENTARY SCHOOL
MASCOT AND SCHOOL COLORS**

RECOMMENDATION:

That the Board of Trustees approve the Cheetah as the mascot and navy blue, turquoise, and red as the school colors for the Judge Thomas Culver, III Elementary School.

IMPACT/RATIONALE:

Feedback from the Judge Thomas Culver, III Elementary School zoned students at Cora Thomas and John Meyer Elementary Schools was gathered during a meeting with the principal. Students in attendance were able to choose from 3 suggested mascots designed by Lamar CISD Graphic Arts. Following each presentation, students were able to submit their vote.

Attachments:

- 1) Parent letter
- 2) Graphics of the 3 recommendations of school mascots students voted on
- 3) Voting results (pie chart)
- 4) Sample of student ballot

Submitted by: Dr. Terri Mossige, Interim Chief Academic Officer
 Linda Lane, Assistant Superintendent of Elementary Education
 Carla Thomas, Principal, Judge Thomas Culver, III Elementary School

Recommended for approval:



Dr. Thomas Randle
Superintendent

April 12, 2019

Dear Parents,

Welcome to Culver Elementary!

It is my privilege and pleasure to introduce myself to you as the new principal of Culver Elementary. As we begin this exciting journey together, I would like to introduce myself, share my philosophy and provide you with an update regarding our beautiful new school.

I am a native of Louisiana. Yes, I am a huge fan of Drew Brees and the New Orleans Saints. My family and I moved to Richmond, Texas almost 21 years ago where I continued to grow as an educator. I am passionate about my profession, a lifelong learner who enjoys reading inspirational books, and someone who enjoys spending quality time with family and friends. My goal is to begin every day with a growth mindset, positive attitude, and high expectations for myself and others. Positively impacting the lives of my students, their families, and my staff are the driving forces behind my passion to encourage others to make a difference. I strongly believe that every child can learn in a safe and nurturing environment where they can feel free to set goals, take risks, and be themselves without judgement. I look forward to creating a community of learners who will thrive in knowledge and respect, while becoming responsible citizens of our great community.

Opening a new school presents countless opportunities for new beginnings. I am extremely thrilled to embark upon these new beginnings alongside you. Starting May 20, 2019, our Culver newsletter will be sent bi-weekly to provide you with updates on the progress of our new school, introduce staff members as they are hired, and provide dates of upcoming events. Additionally, your child will be invited to attend a brief meeting held at their current campus. I will visit with students at Meyer on April 17 at 8:00 a.m. in the gym. My visit with the students at Thomas will be held on April 18 at 8 a.m. in the gym. Only the students that will be attending Culver Elementary for the 2019-2020 school year will be invited to attend. This will give them an opportunity to meet their new Principal, visit with other children attending Culver, vote on our mascot, and learn about some of the fun and excitement they can expect at their new school.

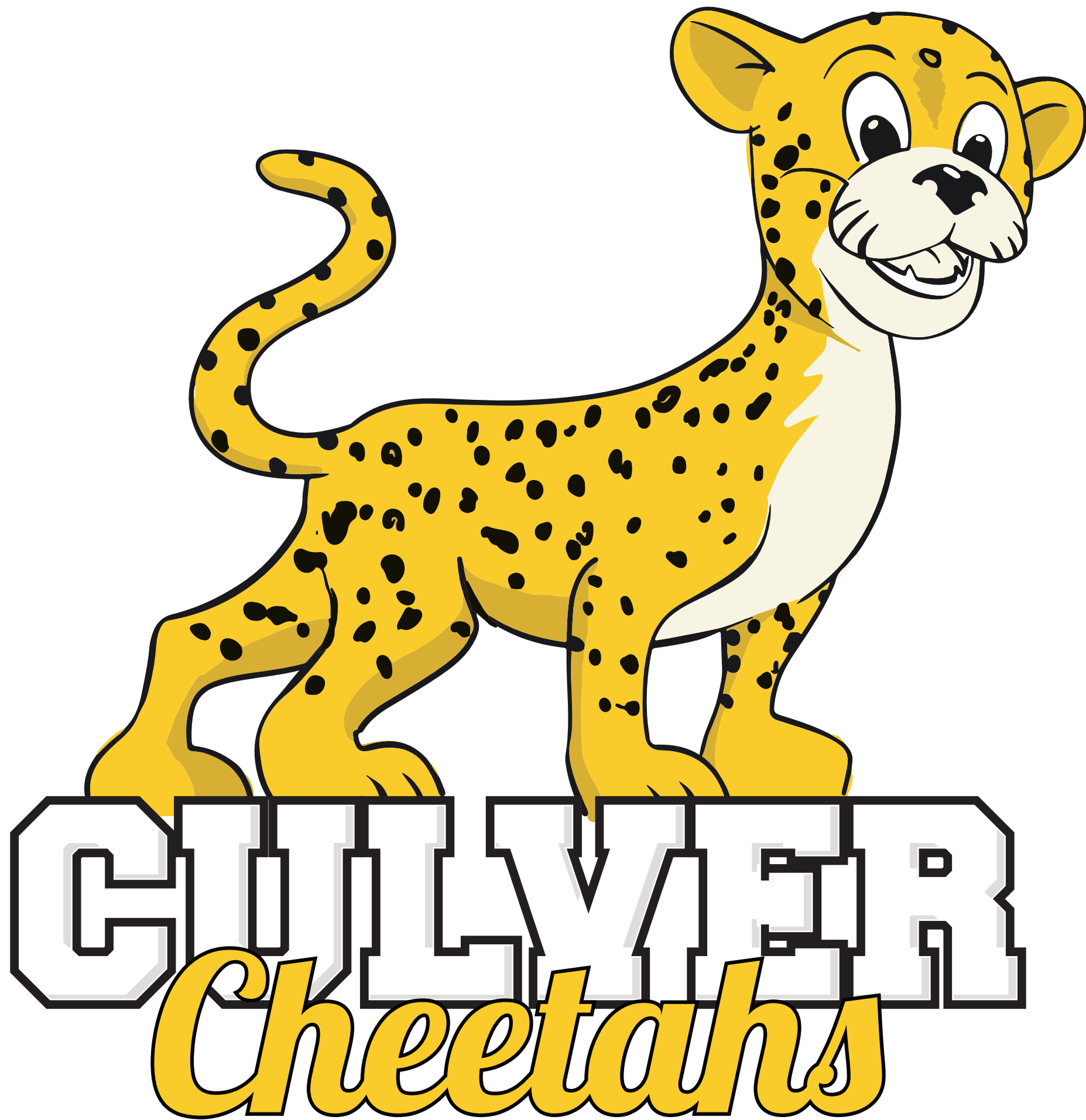
Parents please make plans to attend our first Culver parent meeting on Friday, April 26 at George JH. To accommodate your various schedules, two sessions will be offered. The first session will begin at 9:00 a.m. and the second session will begin at 6:00 p.m. Your ideas, creativity, and feedback are welcome as we work collectively to build a legacy at Culver Elementary.

Should you have any questions or concerns, I hope you will contact me at cathomas@lcisd.org. I look forward to meeting with you very soon!

Sincerely,

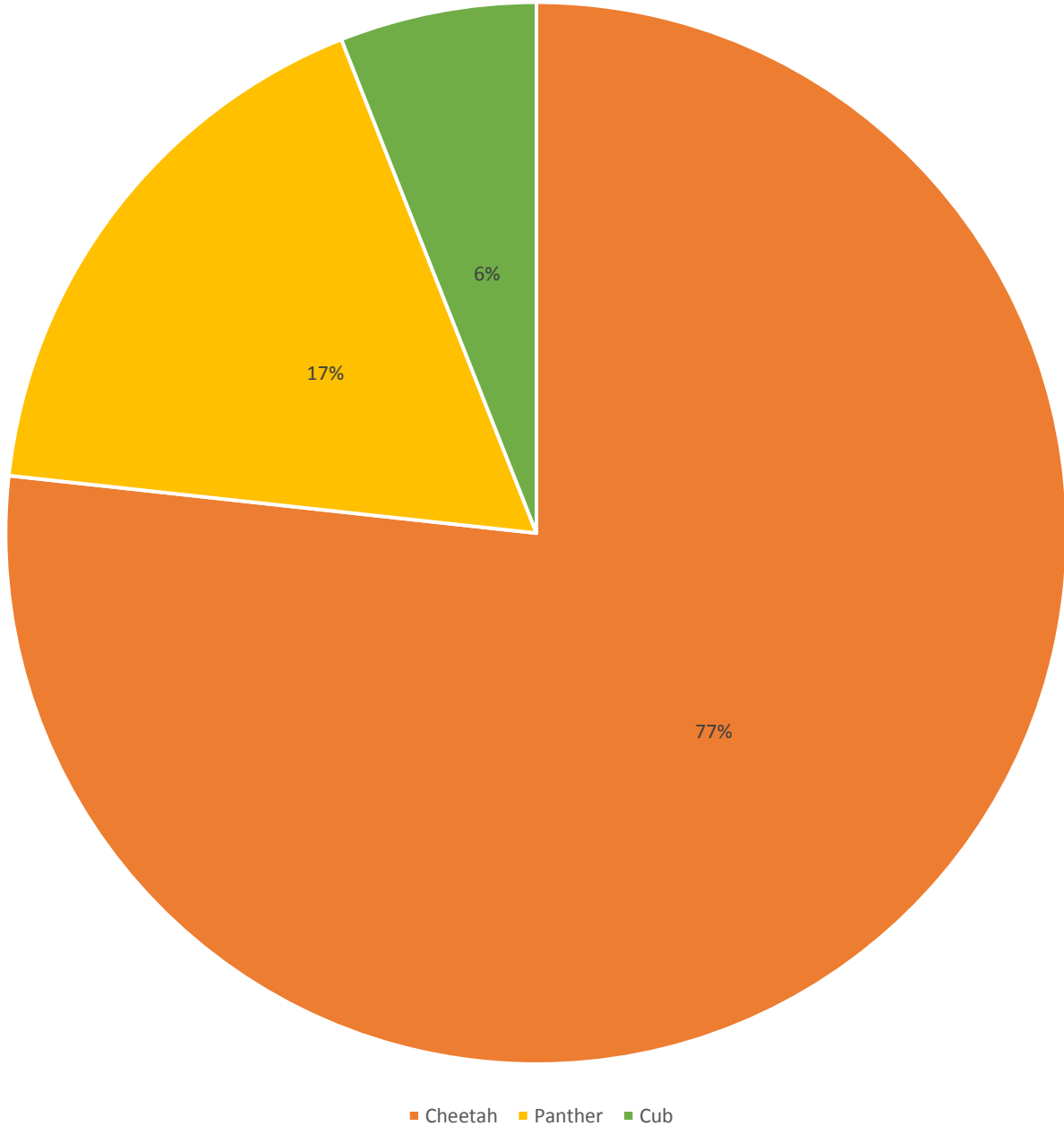
Carla A. Thomas

Principal, Culver Elementary – Lamar CISD



Judge Thomas Culver, III Elementary Mascot/School Colors Voting Results

John Meyer Elementary - 389 students voted
Cora Thomas Elementary - 45 students voted
(434 total votes)



Vote for your favorite

Culver ES mascot!

- _____ Culver Panthers
- _____ Culver Cheetahs
- _____ Culver Cubs

Vote for your favorite

Culver ES mascot!

- _____ Culver Panthers
- _____ Culver Cheetahs
- _____ Culver Cubs

Vote for your favorite

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Vote for your favorite

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- _____ Culver Panthers
- _____ Culver Cheetahs
- _____ Culver Cubs

**DISCUSSION AND APPROVAL OF PROPOSED DATES FOR REGULAR BOARD
MEETINGS AND WORKSHOPS FOR THE 2019-2020 SCHOOL YEAR**

RECOMMENDATION:

That the Board of Trustees approve the following regular board meeting and workshop schedule for the 2019-2020 school year.

June

18 Board Workshop
20 Regular Board Meeting

July

NO MEETING

August

1 Special Board Meeting
13 Board Workshop
15 Regular Board Meeting

September

17 Regular Board Meeting

October

15 Board Workshop
17 Regular Board Meeting

November

19 Board Workshop
21 Regular Board Meeting

December

17 Board Workshop
19 Regular Board Meeting

January

14 Board Workshop
16 Regular Board Meeting

February

18 Board Workshop
20 Regular Board Meeting

March

17 Board Workshop
19 Regular Board Meeting

April

14 Board Workshop
16 Regular Board Meeting

May

19 Board Workshop
21 Regular Board Meeting

The following conferences are scheduled for 2019-2020:

- TASB Summer Leadership Institute – June 13 - 15, 2019 – San Antonio
- TASA/TASB Convention – September 19 – 21, 2019 – Dallas
- TASB Winter Governance & Legal Seminar – February 27 – 29, 2020 – Galveston Island
- National School Boards Association Conference – April 4 – 6, 2020 – Chicago, IL

IMPACT/RATIONALE:

Each year the board sets the dates for its regular school board meetings for the coming year. Board workshops are scheduled for 6:30 p.m. and all regular meetings are scheduled for 7:00 p.m. at the Brazos Crossing Administration Building, 3911 Avenue I, Rosenberg.

Recommended for approval:



Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF BUDGET AMENDMENT REQUESTS

RECOMMENDATION:

That the Board of Trustees consider approval of budget amendment requests.

IMPACT/RATIONALE:

The proposed budget amendments require school board approval because budgeted funds are being reallocated between functional categories and/or new budgets are being established.

PROGRAM DESCRIPTION:

Budget amendments are mandated by the state for budgeted funds reallocated from one functional level, and state and/or federal program to another. These budget changes are usually the result of unexpected levels of expenditures in certain categories and amendments are for legal compliance. Other budget amendments are determined by the School Board.

Since the operating budget for Lamar CISD is adopted at the functional level, budget revisions are required for reallocations between functional levels or when new budgets are being established. All necessary budget amendments must be formally adopted by the School Board and recorded in the Board minutes. (TEA Financial Accountability System Resource Guide, Financial Accounting & Reporting, Update 15.0)

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer
Yvonne Dawson, RTSBA, Director of Budget and Treasury

Recommended for approval:



Dr. Thomas Randle
Superintendent

Carter Elementary is requesting a budget change to purchase instructional supplies.

199-51	Plant Maintenance & Operations	(1,000.00)
199-11	Classroom Instruction	1,000.00

Lindsey Elementary is requesting a budget change to purchase instructional supplies.

199-23	School Leadership	(1,058.00)
199-11	Classroom Instruction	1,058.00

Williams Elementary is requesting a budget change to allow teachers to attend a Lead4Ward training for the new ELAR TEKS.

199-11	Classroom Instruction	(1,000.00)
199-13	Curriculum and Instr. Staff Development	1,000.00

The Teaching and Learning Department is requesting a budget change to purchase instructional supplies for Reading Recovery at Travis Elementary.

199-13	Curriculum and Instr. Staff Development	(1,025.00)
199-11	Classroom Instruction	1,025.00

The Secondary Education Department is requesting a budget change to pay for High School AP Summer Camp.

199-31	Guidance and Counseling	(50,000.00)
199-11	Classroom Instruction	50,000.00

The Child Nutrition Department is requesting a budget change to amend the budget to purchase new fleet vehicle.

240-35	Food Services	24,650.00
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The Performing and Visual Arts Department is requesting a budget change to pay for student travel to the Texas State Solo/Ensemble in Austin, TX and the International Thespians Festival in Lincoln, Nebraska.

199-51	Plant Maintenance & Operations	(19,050.00)
199-36	Co-curricular/Extra-curricular Activities	19,050.00

The Office of the Chief Financial Officer and Career and Technical Education Department are requesting an amendment to the budget for insurance recovery funds received for vehicle damage. The funds will be used to repair the CTE vehicles.

199-00	Revenue	1,944.22
199-11	Classroom Instruction	1,944.22

CONSIDER RATIFICATION OF FINANCIAL AND INVESTMENT REPORTS

RECOMMENDATION:

That the Board of Trustees ratify the Financial and Investment Reports as presented.

PROGRAM DESCRIPTION:

Financial reporting is intended to provide information useful for many purposes. The reporting function helps fulfill government's duty to be publicly accountable, as well as to help satisfy the needs of users who rely on the reports as an important source of information for decision making.

Financial reports and statements are the end products of the accounting process. You will find attached the following reports:

- Ratification of April 2019 Disbursements, all funds
 - List of disbursements for the month by type of expenditure
- Financial Reports
 - Year-to-Date Cash Receipts and Expenditures, General Fund only
 - Investment Report

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer
Michele Reynolds, CPA, Director of Finance

Recommended for ratification:



Dr. Thomas Randle
Superintendent

SCHEDULE OF APRIL 2019 DISBURSEMENTS

IMPACT/RATIONALE:

All disbursements made by the Accounting Department are submitted to the Board of Trustees for ratification on a monthly basis. Disbursements made during the month of April total \$28,874,170 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	17,826,951
614	Employee Benefits	860,565
621	Professional Services	445,405
622	Tuition and Transfer Payments	2,180
623	Education Services Center	18,567
624	Contracted Maintenance and Repair Services	226,420
625	Utilities	611,112
626	Rentals and Operating Leases	13,383
629	Miscellaneous Contracted Services	362,573
631	Supplies and Materials for Maintenance and Operations	419,456
632	Textbooks and Other Reading Materials	103,068
633	Testing Materials	98,280
634	Food Service	735,415
639	General Supplies and Materials	701,807
641	Travel and Subsistence -- Employee and Student	209,504
649	Miscellaneous Operating Costs/Fees and Dues	49,748
659	Other Debt Services Fees	2,500
661	Land Purchase and/or Improvements	8,990
662	Building Purchase, Construction, and/or Improvements	5,833,699
663	Furniture & Equipment - \$5,000 or more per unit cost	306,998
131	Inventory Purchases	26,586
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	10,963
Total		28,874,170

PROGRAM DESCRIPTION:

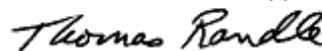
The report above represents all expenditures made during the month of April 2019. The detailed check information is available upon request.

Submitted by,



Michele Reynolds,
Director of Finance

Recommended for approval:



Dr. Thomas Randle
Superintendent

**LAMAR CONSOLIDATED I.S.D.
GENERAL FUND
YEAR TO DATE CASH RECEIPTS AND EXPENDITURES
(BUDGET AND ACTUAL)
AS OF APRIL 30, 2019**

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	172,134,533.00	169,452,320.00	(2,682,213.00)	98.4%
5800-STATE PROGRAM REVENUES	107,034,939.00	50,733,361.00	(56,301,578.00)	47.4%
5900-FEDERAL PROGRAM REVENUES	4,925,000.00	1,470,136.00	(3,454,864.00)	29.9%
TOTAL- REVENUES	284,094,472.00	221,655,817.00	(62,438,655.00)	78.0%
EXPENDITURES				
6100-PAYROLL COSTS	237,766,011.00	153,657,958.00	84,108,053.00	64.6%
6200-PROFESSIONAL/CONTRACTED SVCS.	25,964,217.00	12,707,800.00	13,256,417.00	48.9%
6300-SUPPLIES AND MATERIALS	14,556,715.00	7,782,151.00	6,774,564.00	53.5%
6400-OTHER OPERATING EXPENDITURES	5,964,889.00	3,479,930.00	2,484,959.00	58.3%
6600-CAPITAL OUTLAY	1,833,861.00	980,590.00	853,271.00	53.5%
TOTAL-EXPENDITURES	286,085,693.00	178,608,429.00	107,477,264.00	62.4%

Local Investment Pools
as of April 30, 2019

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	2,313,890.96	0.00	0.00	4,629.93	2,318,520.89
General Account	110,300,945.79	0.00	16,097,997.34	203,269.80	94,406,218.25
Health Insurance	175,787.68	1,581,330.67	900,000.00	2,670.66	859,789.01
Workmen's Comp	115,907.36	16,666.67	70,000.00	182.02	62,756.05
Property Tax	5,439,200.96	1,729,864.89	0.00	12,925.84	7,181,991.69
Vending Contract Sponsor	298,186.71	0.00	0.00	596.63	298,783.34
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Capital Projects Series 2005	236,279.08	0.00	0.00	472.75	236,751.83
Student Activity Funds	38,285.16	0.00	0.00	76.56	38,361.72
Taylor Ray Donation Account	54.72	0.00	0.00	0.00	54.72
Capital Projects Series 2007	216,939.66	0.00	0.00	434.09	217,373.75
Common Threads Donation	55,225.46	0.00	0.00	110.49	55,335.95
Debt Service 2012A	800,926.51	0.00	0.00	1,602.60	802,529.11
Debt Service 2012B	2,118.27	0.00	0.00	4.21	2,122.48
Debt Service 2014A	760,458.36	0.00	0.00	1,521.61	761,979.97
Debt Service 2014B	497,035.86	0.00	0.00	994.52	498,030.38
Debt Service 2013	1,167.42	0.00	0.00	2.40	1,169.82
Debt Service 2013A	2,359.99	0.00	0.00	4.80	2,364.79
Debt Service 2015	7,708.50	0.00	0.00	15.40	7,723.90
Debt Service 2016A	1,072,913.11	0.00	0.00	2,146.82	1,075,059.93
Debt Service 2016B	284,834.10	0.00	0.00	569.88	285,403.98
Debt Service 2017	882,723.29	0.00	0.00	1,766.22	884,489.51
Debt Service 2017 Capitalized Interest	2,075,714.31	0.00	0.00	4,153.34	2,079,867.65
Capital Projects 2017	1.00	0.00	0.00	0.00	1.00
Debt Service 2018	8,961,629.12	0.00	0.00	17,931.48	8,979,560.60
Capital Projects 2018	87,056,765.38	0.00	671,709.58	173,551.04	86,558,606.84
Lone Star Investment Pool Government Overnight Fund					
Capital Projects Fund	5,207.68	0.00	0.00	10.36	5,218.04
Workers' Comp	747,672.77	0.00	0.00	1,486.96	749,159.73
Property Tax Fund	33,355.96	0.00	0.00	66.34	33,422.30
General Fund	2,684,146.58	0.00	0.00	5,338.20	2,689,484.78
Food Service Fund	93,856.82	0.00	0.00	186.66	94,043.48
Debt Service Series 1996	318.17	0.00	0.00	0.63	318.80
Capital Project Series 1998	726.71	0.00	0.00	1.45	728.16
Debt Service Series 1990	0.04	0.00	0.00	0.00	0.04
Debt Service Series 1999	2.43	0.00	0.00	0.00	2.43
Capital Project Series 1999	0.01	0.00	0.00	0.00	0.01
Capital Projects 2007	398.38	0.00	0.00	0.79	399.17
Capital Projects 2008	0.31	0.00	0.00	0.00	0.31
Capital Projects 2012A	0.06	0.00	0.00	0.00	0.06
Capital Projects 2014B	17.66	0.00	0.00	0.04	17.70
Capital Projects 2015	954.06	0.00	0.00	1.90	955.96
Debt Service Series 2015	481,347.76	0.00	0.00	957.30	482,305.06
Capital Projects 2017	7,181,205.17	0.00	0.00	14,281.89	7,195,487.06
Capital Projects 2018	76,076,165.19	0.00	0.00	151,299.34	76,227,464.53
Debt Service Series 2018	3,049,547.87	0.00	0.00	6,064.90	3,055,612.77
MBIA Texas CLASS Fund					
General Account	16,085,139.71	0.00	0.00	34,183.78	16,119,323.49
Capital Project Series 1998	948.17	0.00	0.00	2.06	950.23
Capital Projects Series 2007	1.00	0.00	0.00	0.00	1.00
Debt Service Series 2007	1.00	0.00	0.00	0.00	1.00
Capital Projects Series 2012A	5,226,094.08	0.00	0.00	11,106.36	5,237,200.44
Debt Service 2015	987,382.81	0.00	0.00	2,098.35	989,481.16
Capital Projects 2017	25,654,891.23	0.00	3,991,307.70	46,941.18	21,710,524.71
TEXSTAR					
Capital Projects Series 2007	770.87	0.00	0.00	1.51	772.38
Debt Service Series 2008	13.86	0.00	0.00	0.00	13.86
Capital Projects Series 2008	1,004,663.47	0.00	0.00	2,001.86	1,006,665.33
Debt Service Series 2012A	0.03	0.00	0.00	0.00	0.03
Debt Service Series 2012B	0.17	0.00	0.00	0.00	0.17
Capital Projects Series 2012A	12.21	0.00	0.00	0.00	12.21
Debt Service 2013	2.67	0.00	0.00	0.00	2.67
Capital Projects 2014A	4,762.79	0.00	0.00	9.54	4,772.33
Capital Projects 2014B	2.65	0.00	0.00	0.00	2.65
Debt Service 2015	3,390,916.10	0.00	0.00	6,756.57	3,397,672.67
Capital Projects 2015	1.40	0.00	0.00	0.00	1.40
Capital Projects 2017	14,249,120.73	0.00	0.00	28,392.07	14,277,512.80
Capital Projects 2018	88,425,229.12	0.00	0.00	176,191.68	88,601,420.80
Debt Service 2018	3,659,798.02	0.00	0.00	7,292.32	3,667,090.34
TEXAS TERM/DAILY Fund					
Capital Projects Series 2007	1,043,947.95	0.00	0.00	2,080.16	1,046,028.11
Capital Projects Series 2008	146.20	0.00	0.00	0.29	146.49
Capital Projects Series 2012A	58.73	0.00	0.00	0.12	58.85
Capital Projects Series 2014A	2,455.50	0.00	0.00	4.89	2,460.39
Capital Projects Series 2014B	1,748,693.21	0.00	5,166.39	3,479.96	1,747,006.78
Debt Service 2015	139,965.48	0.00	0.00	278.89	140,244.37
Capital Projects 2015	9,601,054.06	0.00	1,001,808.99	18,151.95	8,617,397.02
Capital Projects 2017	12,279,640.12	0.00	56,782.21	24,449.34	12,247,307.25
Capital Projects 2018	43,701,161.13	0.00	640,133.02	86,525.35	43,147,553.46
Debt Service 2018	1,830,154.17	0.00	0.00	3,646.74	1,833,800.91

ACCOUNT TYPE	AVG. RATE OF RETURN	CURRENT MONTH EARNINGS
TEXPOOL ACCOUNT INTEREST	2.43	\$429,633.09
LONE STAR ACCOUNT INTEREST	2.42	\$179,696.76
MBIA TEXAS CLASS ACCOUNT INTEREST	2.58	\$94,331.73
TEXSTAR ACCOUNT INTEREST	2.42	\$220,645.55
TEXAS TERM/DAILY ACCOUNT INTEREST	2.42	\$138,617.69
TOTAL CURRENT MONTH EARNINGS		\$1,062,924.82
EARNINGS 9-01-18 THRU 3-31-19		\$7,038,987.34
TOTAL CURRENT SCHOOL YEAR EARNINGS		\$8,101,912.16

CONSIDER APPROVAL OF CONTRACT WITH THE TEXAS HEALTH AND HUMAN SERVICES COMMISSION – MEDICAID ADMINISTRATIVE CLAIMING SERVICES (MAC) PROGRAM

RECOMMENDATION:

That the Board of Trustees approve a contract between the Lamar CISD and the Texas Health and Human Services Commission (THHSC) for administration of the Medicaid Administrative Claiming (MAC) Program for outreach services, and allow the Superintendent to execute the agreement.

IMPACT/RATIONALE:

Lamar CISD's current contract with THHSC expires on August 31, 2019. To avoid a break in service, the standard 5-year contract attached is required. The contract outlines the legal authority for the program. Attachment A contains the Statement of Work, and Attachment B covers costs, matching requirements, and payment rates and terms. Attachment C, Texas HHSC Uniform Terms and Conditions, provides the detailed audit requirements, allowable cost information, and certifications necessary for participation. Attachment C is available upon request.

PROGRAM DESCRIPTION:

The MAC Program, which has been operating in Texas since 1995, is the cost-based reimbursement methodology used to draw down federal matching funds for activities that facilitate client access to medically necessary Medicaid-funded services. The purpose of the District's partnership with THHSC is to assist in providing effective and timely access to care for Medicaid-eligible clients and their families, more appropriate utilization of Medicaid-covered services, and to promote activities that reduce the risk of poor health outcomes for the state's most vulnerable populations.

Submitted by: Theresa Mossige, Interim Chief Academic Officer
Tiffany Mathis, Director of Special Education
Jill Ludwig, CPA, RTSBA, Chief Financial Officer
Michele Reynolds, CPA, Director of Finance

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

**SIGNATURE DOCUMENT FOR TEXAS HEALTH AND HUMAN SERVICES
CONTRACT UNDER THE MEDICAID ADMINISTRATIVE CLAIMING PROGRAM**

I. PURPOSE

The Health and Human Services Commission (“**HHSC**” or “**System Agency**”), an administrative agency within the executive branch of the state of Texas, on behalf of its Medicaid & CHIP Services Division, and **LAMAR CISD** (“**Grantee**”), each a “**Party**” and collectively the “**Parties**,” enter into the following contract for Medicaid Administrative Claiming Services (the “**Contract**”).

II. LEGAL AUTHORITY

This Contract is made in accordance with 2 C.F.R. Part 200, Subparts E and F, and 45 C.F.R. Part 75, Subparts E and F, and authorized by and in compliance with the provisions of Texas Government Code Chapter 531.

III. STATEMENT OF SERVICES TO BE PROVIDED

Grantee shall perform Medicaid Administrative Claiming Services (“**MAC**”) in accordance with the Statement of Work, and Payment Rates and Terms, attached and incorporated as **Attachments A and B**, respectively.

IV. DURATION

The Contract is effective on the signature date of the latter of the Parties to sign and terminates on August 31st, 2024 unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. HHSC, at its sole discretion, may extend this Contract for any period(s) of time, provided the Contract term, including all extensions or renewals, does not exceed five years, subject to the terms and conditions mutually agreeable to the Parties. Notwithstanding the limitation in the preceding sentence, HHSC, at its sole discretion, also may extend the Contract beyond five years as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by HHSC to serve the best interest of the State.

V. PAYMENT FOR SERVICES PERFORMED

Payment for MAC services performed by Grantee is limited to the adopted rate limits. All expenditures under the Contract will be in accordance with **Attachment B, Payment Rates and Terms**.

VI. CONTRACT REPRESENTATIVES

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

HHSC

Christopher Robinson, CTCM
701 West 51st Street; MC W-359
Austin, Texas 78751 (512) 438-5432
christopher.robinson@hhsc.state.tx.us

Grantee

Michele Reynolds
3911 Avenue I
Rosenberg, Texas 77471
832-223-0154
mreynolds@lcisd.org

Either Party may change its designated contract Representative by providing written notice to the other Party.

VII. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency

Health and Human Services Commission
Attn: Office of Chief Counsel
4900 North Lamar Boulevard
Austin, Texas 78751

Grantee

Lamar Consolidated Independent School District
Attn: Thomas E. Randle, Superintendent
3911 Avenue I
Rosenberg, Texas 77471

Legal notice given by Grantee shall be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

REPORTING REQUIREMENTS

Grantee shall satisfy all reporting requirements as set forth within **Sections III-VI of Attachment B, Payment for Services Provided and Reporting Requirements.**

VIII. PRIVACY, SECURITY, AND BREACH NOTIFICATION

Grantee certifies it is, and shall remain for the term of this Contract, in compliance with all applicable state and federal laws and regulations with respect to privacy, security, and breach notification in accordance with the Data Use Agreement attached and incorporated into this Contract by reference.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR

HHS CONTRACT NO. _____

**Health and Human Services
Commission**

Lamar Consolidated Independent School District

By: _____
Full Name
Title with Division Name

By: _____
Name: Thomas E. Randle

Title: Superintendent

Date of Execution: _____

Date of Execution: _____

The following Attachments to this Contract are attached and incorporated by reference:

- Attachment A – Statement of Work**
- Attachment B – Payment Rates and Terms**
- Attachment C – HHSC Uniform Terms and Conditions - Grant (Version 2.16)**
- Attachment D – HHSC MAC Supplemental Conditions (Version 1.0)**
- Attachment E – Contract Affirmations (Version 1.3 - Grantee)**
- Attachment F – TX HHS Data Use Agreement (Version 8.4 March 15, 2018)**
- Attachment G – Federal Assurances for Non-Construction Programs (OMB 4040-0007)**
- Attachment H – US Grants.gov Lobbying Form**

ATTACHMENTS FOLLOW

Attachment A

STATEMENT OF WORK

1. PROGRAM BACKGROUND AND PURPOSE

The MAC Program, which has been operating in Texas since 1995, is the cost-based reimbursement methodology utilized to draw down federal matching funds for activities that facilitate client access to medically necessary Medicaid-funded services. HHSC has partnered with eligible entities that include Early Childhood Intervention programs, independent school districts, charter schools, local health districts, and MHMR/ID authorities, to implement MAC services throughout Texas.

The purpose of this partnership is to assist HHSC in providing effective and timely access to care for Medicaid-eligible clients and their families, more appropriate utilization of Medicaid-covered services, and to promote activities that reduce the risk of poor health outcomes for the state's most vulnerable populations.

2. GRANTEE OBLIGATIONS

To participate as a provider under this Contract, the Grantee must:

- 2.1 Provide all Medicaid Administrative Claiming services in accordance with 2 C.F.R. Part 200, Subparts E and F, 45 C.F.R Part 75, Subparts E and F, 1 *Texas Administrative Code* §355.8095, the Time Study and Medicaid Administrative Claiming Guide (“**MAC Guide**”) that is currently available online and can be accessed at: <https://rad.hhs.texas.gov/sites/rad/files/documents/time-study/ts-mac-guide.pdf>, and all other applicable state and federal laws, rules, regulations, policies, and guidelines.
- 2.2 Stay informed and comply with any MAC Guide revisions by the effective date, which will be revised when deemed necessary by HHSC, or other HHSC published guides, appendices, policies, rules, guidelines, or guidance letters, which may be found on the HHSC program webpage that is currently available online and can be accessed at: <https://rad.hhs.texas.gov/medicaid-administrative-claiming>.

- 2.3 Spend the state general revenue, in an amount equal to the federal match claimed, for healthrelated services for clients in order to receive the federal match of actual and reasonable costs for Medicaid administration.
- 2.4 Attend all required state-sponsored trainings on an annual basis.
- 2.5 Submit quarterly participation data using the HHSC Standardized Time Study Medicaid Administrative Claiming Financial System (the “**MAC Financial System**”).
- 2.6 All financial expenditure data must be submitted to HHSC via the TS/MAC financial system in adherence with the timeframes set by HHSC.
- 2.7 Provide supporting documentation, within 30 days of HHSC’s request, for any expenditure information included in the quarterly claims data submitted.
- 2.8 Maintain supporting documentation for and fully cooperate with any audit, and be responsible for any related costs or necessary recoupments identified through an audit.

3. HHSC OBLIGATIONS

- 3.1 HHSC will include the Grantee’s expenditures for Medicaid administration in the claim the agency submits to the Centers for Medicare and Medicaid Services for Title XIX federal participation, provided Grantee files reimbursement requests in accordance with the Contract requirements.
- 3.2 HHSC will host random moment time study and MAC Financials training sessions yearly to educate Grantees and to authorize Grantee staff/representatives to enter and submit TS/MAC data via the MAC Financial System.
- 3.3 HHSC will provide guidance and technical support to Grantees as needed.
- 3.4 HHSC will reimburse claims for Medicaid administration from the Grantee only if the Grantee has certified that sufficient funds are available to support the non-federal share of the cost of the claim. This Contract is subject to any additional restrictions, limitations, or conditions required by federal or state laws, rules, or regulations.

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PAYMENT RATES AND TERMS

1. BASIS FOR CALCULATING REIMBURSABLE COSTS

- 1.1 HHSC will pass through to the Grantee no less than ninety-five percent (95%) of the Title XIX federal share of actual and reasonable costs for Medicaid administration provided by Grantee staff for Medicaid administrative activities under this Contract. HHSC reserves the right to retain five percent (5%) of the Title XIX federal share of actual and reasonable costs for HHSC's own administrative costs. These Grantee's costs shall be based upon a time accounting system, which is in accordance with the provisions of 2 C.F.R. Part 200, Subparts E and F, and 45 C.F.R. Part 75, Subparts E and F, and the expense and equipment costs necessary to collect data, disseminate information, and carry out the staff functions.
- 1.2 The rate of reimbursement for allowable administrative activities performed by personnel other than skilled professional medical personnel (“SPMP”) shall be 50 percent (50%) of such costs. The rate of reimbursement for activities qualifying under regulations applying to SPMP and their direct supporting clerical staff shall be 75 percent (75%) for activities identified as “Enhanced” or 50 percent (50%) for activities identified as “non-enhanced” of such costs. Enhanced activities include the following items only: compensation and applicable fringe benefits, and travel and training of SPMP and their direct supporting clerical staff.
- 1.3 Changes in federal regulations affecting the matching percentage or costs eligible for enhanced or administrative match that become effective subsequent to the execution of this Contract shall be incorporated herein as of the date of change, and the Parties agree to comply with such changes.

2. AVAILABILITY OF FUNDS

- 2.1 This Contract is contingent upon the availability of sufficient and adequate funds as stated in Section 3.01 of the Uniform Terms and Conditions, which is attached as **Attachment C** and incorporated herein.

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Attachment C

HHSC Uniform Terms and Conditions Version 2.16
Published and Effective: February 1, 2019
Responsible Office: Chief Counsel



TEXAS
Health and Human Services

Health and Human Services Commission
HHSC Uniform Terms and Conditions - Grant
Version 2.16

CONSIDER RATIFICATION OF DONATIONS TO THE DISTRICT

RECOMMEDATION:

That the Board of Trustees ratify donations to the District.

IMPACT/RATIONALE:

Policy CDC (Local) states that the Board of Trustees must approve any donation with a value in excess of \$5,000.

PROGRAM DESCRIPTION:


Parents of Briscoe donated \$7,800 for a wall mural in the small gym at Briscoe Jr. High School.

Dickinson PTO donated \$24,100 to change out marquee sign and the electrical infrastructure at Dickinson Elementary School.

Fulshear High School Activity Fund No. 33 donated \$5,428.66 to help purchase a marquee sign for Fulshear High School.

Friends of Huggins donated \$5,246.97 to purchase televisions for the front office and cafeteria at Huggins Elementary School.

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF MATERIALS TESTING SERVICES FOR THE
CONSTRUCTION OF HARRY WRIGHT JUNIOR HIGH AND
DR. THOMAS E. RANDLE HIGH SCHOOLS**

RECOMMENDATION:

That the Board of Trustees approve Terracon, Inc. for materials testing services for the construction of Harry Wright Junior High and Dr. Thomas E. Randle High Schools in the total amount of \$376,970 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Materials testing is a professional service that the District must contract directly. These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Materials testing services will generate reports and verify that materials are installed correctly as per the specifications. These reports are crucial in verifying the quality of the construction of Harry Wright Junior High and Dr. Thomas E. Randle High School.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities and Planning

Recommended for approval:



Dr. Thomas Randle
Superintendent

April 30, 2019

Lamar Consolidated Independent School District
Attn: Mr. J. Kevin McKeever
3911 Avenue I
Rosenberg, Texas 77471

Subject: Proposal for Construction Materials Testing Services
LCISD High School 6 and Junior High School 6
F.M. 2977 and Koeblen Road
Richmond, TX 77469
Lamar Consolidated Independent School District
Terracon Proposal No. P92191233

Dear Mr. McKeever:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to provide construction materials engineering and testing services for the above referenced project. We understand that we have been selected solely based on our professional qualifications. In this proposal we present our understanding of the scope of the project, our proposed services, and our budget estimate.

A) PROJECT INFORMATION

The site is located at F.M. 2977 and Koeblen Road in Richmond, Texas. The project involves the construction of a 1 to 3-story High School with a footprint of approximately 275,000 square feet and a new 1 to 3-story Junior High School with a footprint of approximately 130,000 square feet. In addition, the site will also have athletic facilities including football, baseball, and softball fields, athletic track, and tennis courts. School buildings are to be constructed on structural slab with drilled and underreamed piers. Concession stand and bleachers slabs will be placed on select fill pads. The school building superstructure will consist of structural steel framing and CMU walls. The project also involves the construction of Koeblen Road extension.

The associated site work will consist of waterline, sanitary and storm sewer construction. Paving associated with driveways and parking areas will be reinforced concrete with a stabilized subgrade.

Terracon was provided with the following construction documents for the preparation of this proposal:

- Issue for Permit specifications Volumes 1 and 2 prepared by PBK Architects and dated April 10, 2019,
- Issue for Permit drawings Volumes 1 through 4 prepared by PBK Architects and dated April 10, 2019, and



- Geotechnical Report No. 92185332 by Terracon Consultants, Inc. dated January 31, 2019.

If selected for this project, Terracon requests that we be placed on the distribution of all plan revisions.

B) SCOPE OF SERVICES

Terracon prepared the following scope of services based on our review and understanding of the of the project document.

Earthwork Observations and Testing:

1. Sample fill, building subgrade, select fill, trench backfill and treated subgrade materials. Prepare and test the samples for Atterberg Limits (ASTM D4318) and Moisture Density Relationship (ASTM D 698 and ASTM D558).
2. It's Terracon's experience that "blended" select fill soils are commonly used in the greater Houston area. Therefore, Terracon recommends that one sample of soil be obtained for every 5000 square yards of select fill to verify that the soil meets the requirements for Atterberg Limits (ASTM D4318). **Samples typically require 2 to 3 working days for processing and testing in accordance with ASTM Standards, however, preliminary test results can be obtained as early as the following working day. It will be at the discretion of the contractor to suspend any additional placement of fill before test results are known.**
3. Sample cement-sand backfill for utility trenches, mold specimens, and perform compressive strength tests in the laboratory (ASTM D1633). Samples will be tested as needed during utility construction.
4. Evaluate the subgrade soil for proposed chemically treated paving subgrade.
5. Observe the chemical treatment process for the pavement subgrade.
6. Perform field gradation tests of treated subgrade.
7. Observe proofrolling operations of the building pad and paving subgrades; and perform density tests of the building subgrade, select fill, trench backfill and treated subgrade using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.

Foundation Observations and Testing:

1. Observe the installation of the drilled pier foundations. For each pier observed, information regarding shaft depth, auger diameter, and chained belling tool diameter will be documented. The chained belling tool diameter will be measured when extended above ground for each bell size.
2. Obtain pocket penetrometer readings on soil cuttings removed during excavation at or near the bearing stratum in order to document the approximate shear strength of the soil.
3. The reinforcing steel and anchor bolts will be observed and the concrete cover, quantity, size, length, and depth of embedment of the steel will be recorded.
4. Perform compressive tests of concrete test cylinders cast in the field (ASTM C1231 or C617, C39).

Reinforcing Steel Observation and Testing:

1. Observe reinforcing steel prior to concrete placement. We will observe the rebar size, spacing and configuration. Terracon recommends we be scheduled a minimum of 24 hours prior to concrete placement.

Cast-in-Place Concrete Observations and Testing:

1. Sample and test the fresh concrete for each mix. Perform tests for slump, air content, and concrete temperature only; and cast test specimens (ASTM C172, C31, C143, C173, and C1064). Terracon understands that the contractor will be responsible for maintaining the initial curing temperature of the concrete test specimens. Terracon will record the initial curing temperatures only when conditioned curing boxes are provided by the contractor.
2. Concrete will be sampled at a frequency of 1 set of test cylinders every 50 cubic yards for structural concrete. Terracon requests that a copy of the approved mix design(s) be provided to us prior to placement of the concrete.
3. Perform compressive strength tests of concrete test cylinders cast in the field (ASTM C1231, C39). Five 4" x 8" concrete cylinders will be prepared for structural concrete having nominal size aggregate of 1¼" or less. Four 6" x 12" concrete cylinders per set will be prepared for concrete having a nominal size aggregate of greater than 1¼". When 6" x 12" cylinders are prepared, two cylinders will be tested at 7 and 28 days. When 4" x 8" cylinders are prepared, two cylinders will be tested at 7 days and three cylinders will be tested at 28 days.

Masonry Observation and Mortar and Grout Testing:

1. Observe and document the condition of storage areas for masonry materials.
2. Observe and document the mixing proportions of mortar and grout used during construction.
3. Observe the reinforcing steel in CMU walls and bond beams.
4. Sample the fresh mortar during laboratory mixing and cast mortar cubes or cylinders for compression tests.
5. Sample the fresh grout during construction and cast grout prisms (ASTM C1019) for compressive strength tests.

Structural Steel Observations and Testing:

1. Terracon recommends that the general contractor schedule a pre-erection meeting to discuss the erection sequence, review welding and bolting requirements and to review welder certification records.
2. Provide a Certified Welding Inspector (CWI) in the field to visually check accessible field bolted/welded connections in accordance with applicable AISC and AWS specifications.
3. Perform visual inspections of roof metal decking for placement including overlap, fastener spacing, supports at openings and penetrations, and puddle welds pattern, size and quality.

Post-Tensioned Concrete Slabs:

1. Terracon requests that a copy of the approved shop drawings be provided a minimum of two days prior to the date of the concrete placement. This is to allow us time to prepare a detailed spreadsheet with the calculated elongation tolerances and stressing pressures required.
2. Observe installed post tension cables and mild reinforcing steel prior to the concrete placement. Terracon recommends that this service be scheduled no later than the day prior to the concrete placement.
3. Observe the stressing sequence, and document the post tensioning forces and elongation measurements. This information will be provided to the structural engineer of record for review and approval. Terracon recommends that the contractor obtain final approval from the structural engineer prior to cutting the ends of the post tension cables.

Lightweight Insulating Roof Fill:

1. Obtain samples of the lightweight insulating roofing fill and perform fresh unit weight, dry unit weight and compressive strength tests (ASTM C796, ASTM C1064, ASTM C495, and ASTM C617).
2. Perform roofing fastener pull-out tests, if requested.

Fireproofing Observations and Testing:

Measure fireproofing thickness of in place fireproofing material; sample fireproofing material to determine in-place density by displacement method; and measure adhesion cohesion of the fireproofing material. Terracon will test the fireproofing in accordance with the frequency and testing standards referenced in the IBC code noted in the project documents (ASTM E605 and ASTM E736).

Project Management/ Administration:

1. A project manager will be assigned to the project to review the daily activity and assist in scheduling the work. Field and laboratory tests will be reviewed prior to submittal. The project manager will be responsible for maintaining the project budget and will oversee the preparation of the final report.

Special Inspections Letter:

1. Upon completion of our services, a special inspection letter will be prepared, if requested. The letter will list services we performed and if our results and/ or observation were in compliance. A copy of our test reports will be available with the special inspection letter if requested.

Scheduling Retests:

It is the responsibility of your representative to schedule retests in a like manner to scheduling our original services. Terracon shall not be held responsible for retests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of retesting.

Additional Services:

If you would like us to perform additional work, please contact us and we will issue a short Supplement to Agreement form, or Supplemental Proposal, that outlines the additional work to be performed and associated fees. To authorize us to begin work, you simply return a signed copy of the Supplemental agreement.

C) REPORTING

Results of field tests will be submitted verbally to available personnel at the site. Written reports of field tests and observations will be distributed within five business days. Test reports will be distributed via e-mail. You will need to provide Terracon with a distribution list prior to the beginning of the project. The list will need to include the company name, address, contact person name, phone number, and e-mail address for each person.

Our reported test locations will typically be estimated by pacing distances and approximating angles and elevations from local control data (staking and layout lines) provided by others on site. The accuracy of our locations will be dependent on the accuracy, availability and frequency of the control points provided by the client and/ or contractor.

Field testing services will be provided on an “as requested” basis when scheduled by your representative. A minimum of 24 hours’ notice is required to properly schedule our services. To schedule our services please contact our dispatcher at (713) 690-2258. The dispatch office hours are from 7:00 a.m. to 5:00 p.m. Messages left after business hours will be checked the following business day. Terracon shall not be held responsible for tests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of testing. Terracon recommends that a copy of this proposal be provided to the general contractor so they understand our scope of services and schedule us accordingly. Please note that the number of tests and trips described in the Scope of Services does not constitute a minimum or maximum number of tests or trips that may be required for this project.

D) COMPENSATION

Based on the project information available for our review, we propose a budgetary cost estimate of \$376,970. Based on the attached Budget Estimate, Terracon recommends the following:

High School 6 - \$241,970
Junior High School 6 – \$135,000

Should a construction schedule become available, Terracon can provide a detailed cost estimate. Please note that this is only a budget estimate and not a not-to-exceed price. Many factors beyond our control, such as weather and the contractor's schedule, will dictate the final fee for our services.

For services provided on an "as requested" basis, overtime is defined as all hours in excess of eight hours per day, outside of the normal hours of 7:00 a.m. to 6:00 p.m. Monday through Friday, and all hours worked on weekends and holidays. Overtime rates will be 1.5 times the hourly rate quoted. A four hour minimum charge is applicable to all trips made to provide our testing, observation and consulting services. The minimum charge is not applicable for trips to the project site for sample pickup only. All labor, equipment and transportation charges are billed on a portal to portal basis from our office. You will be invoiced on a monthly basis for services actually performed and/or as authorized by you or your designated representative.

You will be invoiced on a monthly basis for services actually performed and/or as authorized or requested by you or your designated representative. Terracon's total invoice fee is due within thirty days following final receipt of invoice. Quantities for re-tests, cancellations and stand-by time are not included in our fee.

E) SITE ACCESS AND SAFETY

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the services and will execute any necessary site access agreement. Terracon will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site.

F) TESTING AND OBSERVATION

Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Terracon will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling Terracon so Terracon can perform these services. Terracon shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Terracon's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Terracon will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

G) AUTHORIZATION


This proposal may be accepted by executing the attached Agreement For Services and returning an executed copy along with this proposal to Terracon. This proposal for services and accompanying limitations shall constitute the exclusive terms, conditions and services to be performed for this project. This proposal is valid only if authorized within sixty days from the listed proposal date. Terracon cannot begin field and laboratory services without a signed Agreement for Services.

We appreciate this opportunity of working with you and we look forward to working with you in the future.

Sincerely,
Terracon Consultants, Inc.
(TBPE Firm Registration No. F-3272)



Mark D. Wells, P.E., PMP
Senior Engineer


for Chad C. Gordon, P.E.
Materials Services Manager

Attachments:

- (1) Budget Estimate
- (2) Agreement for Services

BUDGET ESTIMATE
LCISD HIGH SCHOOL 6 AND JUNIOR HIGH SCHOOL 6
F.M. 2977 AND KOEBLEN ROAD, RICHMOND, TEXAS
TERRACON PROPOSAL NO. P9219233

Service	Quantity	Unit	Unit Rate	Estimate
BUILDING STRUCTURES including Athletic Facilities				
Earthwork Observation and Testing. (Building Utilities Compaction/Testing)				
Engineering Technician	300	hour	\$47.00	\$14,100.00
Engineering Technician OT	30	hour	\$70.50	\$2,115.00
Vehicle Charge	40	trip	\$50.00	\$2,000.00
Nuclear Gauge Charge	115	trip	\$60.00	\$6,900.00
Moisture Density Relationship (ASTM D698, D558)	16	each	\$150.00	\$2,400.00
Atterberg Limits (ASTM D4318)	22	each	\$50.00	\$1,100.00
			Sub-total	\$28,615.00
Foundation Observation and Testing (Piers, Grade Beams and Slab)				
Engineering Technician	1450	hour	\$47.00	\$68,150.00
Engineering Technician, OT	400	hour	\$70.50	\$28,200.00
Vehicle Charge	180	trip	\$50.00	\$9,000.00
Concrete Test Cylinders (ASTM C39) 4 cyl/set	1680	each	\$16.00	\$26,880.00
Sample Pick-up	60	trip	\$120.00	\$7,200.00
			Sub-total	\$139,430.00
Masonry Observation and Testing				
Engineering Technician	100	hour	\$47.00	\$4,700.00
Mortar Cubes (ASTM C109) 6/set	4	set	\$120.00	\$480.00
Grout Prisms (ASTM C1019) 6/set	20	set	\$120.00	\$2,400.00
Vehicle Charge	24	trip	\$50.00	\$1,200.00
Sample Pick-up	24	trip	\$120.00	\$2,880.00
			Sub-total	\$11,660.00
Structural Steel Inspection				
Certified Welding Inspector	400	hour	\$100.00	\$40,000.00
Certified Welding Inspector, OT	20	hour	\$150.00	\$3,000.00
Vehicle Charge	105	trip	\$50.00	\$5,250.00
Ultrasonic Equipment	30	day	\$125.00	\$3,750.00
			Sub-total	\$52,000.00
Fireproofing Observation and Testing				
Engineering Technician	90	hour	\$47.00	\$4,230.00
Engineering Technician, OT	10	hour	\$70.50	\$705.00
Vehicle Charge	20	trip	\$50.00	\$1,000.00
Adhesion/Cohesion (ASTM E736)	85	each	\$25.00	\$2,125.00
Dry Density (ASTM E605)	85	each	\$25.00	\$2,125.00
			Sub-total	\$10,185.00
Lightweight Insulating Roof Fill				
Engineering Technician	180	hour	\$47.00	\$8,460.00
Engineering Technician, OT	20	hour	\$70.50	\$1,410.00
Vehicle Charge	20	trip	\$50.00	\$1,000.00
Compressive Strength	120	each	\$25.00	\$3,000.00
Dry Density	60	each	\$25.00	\$1,500.00
Sample Pick-up	18	trip	\$120.00	\$2,160.00
			Sub-total	\$15,370.00

**BUDGET ESTIMATE
 LCISD HIGH SCHOOL 6 AND JUNIOR HIGH SCHOOL 6
 F.M. 2977 AND KOEBLEN ROAD, RICHMOND, TEXAS
 TERRACON PROPOSAL NO. P92191233**

Service	Quantity	Unit	Unit Rate	Estimate
SITWORK OBSERVATION AND TESTING including Koeblen Road				
Earthwork Observation and Testing (Utility Backfill and Paving Subgrade)				
Engineering Technician	430	hour	\$47.00	\$20,210.00
Engineering Technician, OT	40	hour	\$70.50	\$2,820.00
Vehicle Charge	72	day	\$50.00	\$3,600.00
Nuclear Gauge Charge	115	day	\$60.00	\$6,900.00
Lime Determination	4	each	\$275.00	\$1,100.00
Compressive Strength of Cement Stabilized Sand	24	each	\$60.00	\$1,440.00
Moisture Density Relationship (ASTM D698, D558)	20	each	\$150.00	\$3,000.00
Atterberg Limits (ASTM D4318)	20	each	\$50.00	\$1,000.00
			Sub-total	\$40,070.00
Cast-in-Place Concrete Observation and Testing (Paving, Driveway, Parking Lot, and Misc.)				
Engineering Technician	480	hour	\$47.00	\$22,560.00
Engineering Technician, OT	80	hour	\$70.50	\$5,640.00
Vehicle Charge	90	day	\$50.00	\$4,500.00
Concrete Test Cylinders (ASTM C39)	840	each	\$16.00	\$13,440.00
Sample Pick-up	50	trip	\$120.00	\$6,000.00
			Sub-total	\$52,140.00
PROJECT MANAGEMENT AND ADMINISTRATION				
Project Manager, per hour	220	hour	\$125.00	\$27,500.00
			Sub-total	\$27,500.00
Estimated Project Total				\$376,970

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated ISD ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the LCISD High School 6 and Junior High School 6 project ("Project"), as described in Consultant's Proposal dated 04/29/2019 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**
By: Mark Wells Date: **4/30/2019**
Name/Title: **Mark D Wells / Senior Project Materials Engineer**
Address: **11555 Clay Rd, Ste 100 Houston, TX 77043-1239**
Phone: **(713) 690-8989** Fax: **(713) 690-8787**
Email: **Mark.Wells@terracon.com**

Client: **Lamar Consolidated ISD**
By: _____ Date: _____
Name/Title: _____
Address: **3911 Avenue I Rosenberg, TX 77471-3901**
Phone: _____ Fax: _____
Email: _____

**CONSIDER APPROVAL OF CENTERPOINT ENERGY TERMS AND CONDITIONS
AND FACILITIES EXTENSION AGREEMENT FOR
TAMARRON ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the CenterPoint Energy Terms and Conditions and Facilities Extension Agreement package for the installation of underground electric service at Tamarron Elementary School in the amount of \$3,500 and authorize the Board President to execute the agreement documents.

IMPACT/RATIONALE:

The facilities extension agreement and the terms and conditions are required to be executed for CenterPoint Energy to provide electric service for Tamarron Elementary School.

These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

Upon approval, the Board President will execute the agreement documents and CenterPoint Energy will begin design and installation of the permanent electrical service for Tamarron Elementary School.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities and Planning
Jim Rice, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle
Superintendent

6.3 AGREEMENTS AND FORMS

6.3.1 FACILITIES EXTENSION AGREEMENT

This Facilities Extension Agreement is entered into by and between Lamar Consolidated ISD, herein called "Retail Customer" and CenterPoint Energy Houston Electric, LLC, herein called "Company" (hereinafter referred to as Agreement) for the construction, extension, installation, modification, repair, upgrade, conversion, relocation, de-energization or removal of Company's Delivery System, including temporary facilities (hereinafter referred to as facilities extension or extension), as described herein.

This Agreement covers the facilities extension to Retail Customer location at Rileys Ridge And Coles Canyon.

The Company agrees to accept payment of \$3,500.00 Dollars to be paid by the Retail Customer, as a Non-Refundable Construction Payment in connection with the Retail Customer request to extend Company facilities to the above described location as follows: Difference in cost between standard service and the Retail Customer's requested three-phase pad-mounted service. Reference T&C Job #89749115 (PM4686).

- Unless otherwise stated by Company in writing, the Non-Refundable Construction Payment amount above is valid for twelve months.

In consideration of said Non-Refundable Payment, to be paid to Company by Retail Customer prior to commencement of construction, Company agrees to install and operate lines and equipment necessary to distribute electric service to the identified location under the following General Conditions:

- Company shall at all times have title to and complete ownership and control over facilities installed by Company.
- Retail Customer must make satisfactory payment arrangements (if payment is required to extend Company facilities) and sign and return this Agreement before Company can proceed with the requested extension.

CenterPoint Energy Houston Electric, LLC
Applicable: Entire Service Area

(6-2012)
CNP 8038


- Extension of service facilities is contingent on acquisition of all necessary easements and rights of way.

Nothing herein contained within this Agreement shall be construed as a waiver or relinquishment by Company of any right that it has or may hereafter have to discontinue service for or on account of default in the payment of any bill owing or to become owing thereafter for any other reason or cause stated in Company's Tariff.

This Agreement shall not be binding upon Company unless and until it is signed by an authorized representative of the Company.

CenterPoint Energy Houston Electric, LLC

Lamar Consolidated ISD.
Retail Customer

By 
Taylor Fitzgerald
Name printed or typed

By _____
Signature
Name printed or typed

Title Associate Engineer

Title _____

Date May 1, 2019

Date _____

**TERMS AND CONDITIONS
UNDERGROUND ELECTRIC SERVICE**

FOR

**LAMAR CONSOLIDATED ISD.
TAMARRON ELEMENTARY
Rileys Ridge And Coles Canyon**

Job #89749115

**CenterPoint Energy
Major Underground Projects
P. O. Box 1700; Houston, Texas 77251-1700**

REFERENCE LAMAR CONSOLIDATED ISD. DRAWINGS:

Site Plan	Drawing #:	<u>e1-01</u>	Received:	<u>April 8, 2019</u>
Utility Plan	Drawing #:	<u>e1-01</u>	Received:	<u>April 8, 2019</u>
Electrical One-Line	Drawing #:	<u>e6-01</u>	Received:	<u>April 8, 2019</u>
Load Analysis	Drawing #:	<u>e6-01</u>	Received:	<u>April 8, 2019</u>

REFERENCE CENTERPOINT ENERGY SPECIFICATIONS:

Service Standards	:	September 7, 2018
Emergency Generators	:	007-231-82
Ready-Mix Concrete	:	007-221-01
Harmonic Distortion	:	007-231-83

Reviewed And Agreed To By: _____
Signature
Title
Date

Print Name

If this Terms and Conditions package is signed by anyone other than an official from **Lamar Consolidated ISD.**, it will not be considered valid. A valid signature will be considered an acceptance of all information contained within this Terms and Conditions package.

**CenterPoint Energy
Houston, Texas**

WRITTEN	TRF	5/1/2019
CHECKED	LAO	5/1/2019
APPROVED	LAO	5/1/2019

SHEET 1 OF 14 SHEETS

PM 4686

NO.	DATE	ITEMS REVISED	BY	CH	APP

GENERAL

- A. These Terms and Conditions are for a service arrangement for Lamar Consolidated ISD. Lamar Consolidated ISD. and/or its contractors/representatives are herein referred to as the Customer.
- B. Service to be provided by CenterPoint Energy (CNP) from a 750 kVA, 34.5 kV - 480Y/277 V, three phase, four wire, pad mounted transformer.
- C. The CNP Major Underground Projects (MUG) representative is Taylor Fitzgerald at 713-207-2751 or taylor.fitzgerald@centerpointenergy.com.

The CNP Service Area Consultant is Joseph W Kubezka Jr at 281-391-5156.
- D. The Customer must comply with all CNP Service Standards, the National Electrical Code, the National Electrical Safety Code, all Occupational Safety and Health Administration (OSHA) requirements, the International Building Code and all local governing body codes.
- E. During installation of CNP equipment, CNP will make every effort to preserve the Customer's landscaping, parking areas, or other facilities. However, any cost that has been quoted to the Customer does not include any special replacements or repairs to these items. The Customer shall be solely responsible for any expenses associated with replacements or repairs to its facilities.
- F. The service arrangement outlined in these Terms and Conditions is based on the Customer drawings referenced on page 1. Any changes in the design as illustrated in the referenced drawings may impact CNP's ability to meet the Customer's requested service date.
- G. Any changes, additions, deletions, rearrangements, relocations, rerouting, reduction of clearances, etc., of the Customer's and/or CNP's service facilities illustrated in these Terms and Conditions shall have MUG's approval and may require a revised Terms and Conditions. It is the Customer's responsibility to coordinate the location of all Customer installed facilities outlined in these Terms and Conditions with all other structures and/or appurtenances not shown in the referenced drawings.
- H. Contact the MUG representative concerning Customer drawing revisions, information submission, questions, Terms and Conditions revision requests, etc.
- I. Hard copy submittals may be mailed to the MUG representative (address – 3000A Harrisburg Blvd. – Houston, Texas 77003). Electronic submittals may be e-mailed to the MUG representative. The MUG representative will; “approve the submittals”, “approve the submittals as noted” or “not approve the submittals”. The Customer shall not install any item that requires CNP approval before receiving an official approval from MUG. CNP shall not be responsible for any installed item that has not received MUG approval.

SERVICE CONNECTION

- A. The Customer's maximum number of secondary cables that can be terminated in CNP's pad mount transformer is 8-750 MCM cables per phase. The Customer shall advise the MUG representative, about the type, size and number of secondary conductors. Ampacity equivalent sets of cable must be individually approved by the MUG representative prior to installation by the Customer. If the Customer's cable requirements exceed this specified maximum limit, it cannot be served directly from the pad mounted transformer. The Customer shall then install, own, and maintain a cable tap box (CTB) (See Section D).
- B. On installations not utilizing a CTB, the Customer shall furnish, own, and maintain all secondary service conduit and cable underground into the secondary opening of the transformer pad. Secondary conductors shall be extended a minimum of seven feet (7') above the transformer pad. **The Customer shall not install the secondary cables until after the transformer has been set. CNP will terminate the secondary cables in the transformer.**
- C. To accommodate future expansion, the Customer may install up to 14-4" secondary conduits into the transformer pad.
- D. On installations utilizing a CTB, CNP shall furnish, own, install and terminate the secondary cable from the transformer to the CTB at the Customer's expense. The Customer shall furnish, install, own and maintain the CTB, the CTB pad, and 14-4" conduits from the secondary opening of the transformer pad to the CNP side of the CTB pad. The Customer shall install and terminate the secondary cable from its side of the CTB to its switchgear. Typical three-phase CTB drawings are available upon request. The Customer shall submit three (3) drawings of the proposed CTB to the MUG representative for approval prior to fabrication.
- E. The initial available short circuit current is 16,957 amperes symmetrical, with an X/R ratio of 8.0.
- F. The ultimate available short circuit current is 56,523 amperes symmetrical, with an X/R ratio of 9.6.
- G. Customers receiving electrical service from multiple sources will be required to install a permanent plaque or directory at each source in accordance with Article 230.2 of the National Electrical Code (NEC). These plaques are to signify that there is more than one electrical service to the building. The Customer shall keep the power from each source separate throughout its entire electrical system. This requirement is for the life of the service.
- H. A protective device coordination study for the Customer's service relative to CNP's protective devices may be requested by contacting the MUG representative.

ACCESS

The Customer must provide a twelve foot (12') minimum width, fourteen foot (14') minimum vertical clearance, all weather, vehicle access road designed for HS-20-44 loading as recognized by the American Association of State Highway Officials (AASHO), for CNP personnel and equipment ten feet (10') past the side of the proposed pad mounted equipment location. In addition, the area adjacent to the pad must be designed for HS-20-44 loading to allow for outrigger placement. If the access road and the pad mounted equipment location have not been completed and passed final inspection (see Final Inspection, page 7) at the time the Customer requests the equipment be set, the equipment can only be set under the following conditions.

- A. MUG has determined that the access route is dry and readily accessible to CNP's normal installation equipment.
- B. The Customer shall be responsible for all expenses associated with the repair and/or replacement of CNP pad mounted equipment damaged by additional construction activity. Damage to CNP equipment may result in delays to the Customer's requested service date.
- C. CNP will not complete the underground construction (i.e. pulling & terminating cable, energizing the service, etc.) until the access road and pad mounted equipment location have passed final inspection (see Final Inspection, page 7).

The Customer must provide a thirty two foot (32') minimum vertical clearance over all equipment pads for CNP trucks and equipment.

The Customer must maintain these requirements for the life of the service.

CNP will utilize the Customer's parking and driveway facilities for the required access.

EMERGENCY GENERATION AND SECONDARY LOAD TRANSFER

Customer installed Emergency Generators and/or Secondary Load Transfer schemes shall meet the requirements of the CNP Specification on Customer Emergency Generation and Secondary Load Transfer, Specification 007-231-82, latest revision (attached). This requirement is for the life of the service.

Generator exhaust must be located and/or directed away from CNP's equipment.

HARMONIC DISTORTION

The Customer shall meet the requirements of the CNP Specification on Limitation of Harmonic Distortion on the Distribution System, Specification 007-231-83, latest revision (available upon request). This requirement is for the life of the service.

METERING

- A. The Customer's metering arrangement must comply with CNP Service Standards, Section 400 or 500 as applicable.
- B. The metering current and potential transformers (CT's and PT's) will be installed in the secondary compartment of the transformer provided all service from the transformer is through one meter. If all the services are not through one meter, the Customer shall inform the MUG representative, so that alternate metering provisions can be arranged (separate CT and PT cans as required for each service).
- C. All Retail Customers must be metered separately.
- D. Meter Room and/or Modular Meter installations must have CNP written approval prior to the purchase/installation of materials/equipment. The Customer must submit applicable drawings to the MUG representative for approval.

FACILITIES INSTALLED BY THE CUSTOMER

All facilities are to be installed per the attached construction specifications. The Customer or its contractor is to request a preconstruction meeting prior to starting the required underground construction by visiting the website shown below.

All facilities shall be inspected by CNP after the conduit is installed, pads are formed, reinforcing rods installed, etc. but prior to the pouring of concrete. CNP recommends that the Customer complete the pouring of concrete on the day the facilities are inspected and approved. The Customer will insure that all inspected and approved facilities remain in the approved condition until the concrete pour has been completed. If there is damage to the inspected and approved facilities prior to the pouring of concrete, the facilities must be re-inspected by CNP before the Customer begins the pouring of concrete. CNP reserves the right to require the Customer to break out any unapproved concrete pours at its expense.

CNP will make a reasonable attempt to complete all inspection requests. To ensure that inspection requests can be fulfilled, they should be made prior to 5 p.m. the business day before the requested inspection to Major Underground Projects at <http://www.centerpointenergy.com/en-us/pages/mugform.aspx>. Job # 89749115 must be provided as the inspection identification number.

DUCTBANK INSTALLATION

All proposed conduit for CNP's use is to be installed in straight runs, unless otherwise indicated on CNP drawings. Any conduit bends must be installed with a twenty foot (20') minimum radius, unless indicated otherwise on CNP drawings. Conduit turn-ups into any equipment pad and/or pole pedestal must have a minimum five foot (5') radius. Any deviations from these requirements shall have written approval from the MUG representative prior to installation.

During installation, the minimum depth for a conduit run must be referenced to the final grade.

The Customer is to delay installation of approximately the last twenty feet (20') of the conduit run and the pole pedestal to any terminal pole until the pole has been set by CNP. Before trenching to the base of any terminal pole, the Customer must securely brace the pole. The Customer must request staking and setting of any terminal pole by contacting the Service Area Consultant.

DUCTBANK INSTALLATION (continued)

The Customer must provide a jet line in each conduit installed. This jet line shall extend a minimum of seven feet (7') beyond the end of each conduit.

For installations not utilizing a blanket easement document (see Easement Instrument section, page 7), the Customer shall also install a #14 American Wire Gage (AWG) or larger aluminum or copper 600 volt insulated conductor in one of the conduits. The conductor must be electrically continuous. For manhole installations, the electrically continuous conductor must also be looped through each manhole lid and tied to a concrete insert in the neck of each manhole. This conductor is to facilitate surveying of the duct bank by CNP. The duct bank cannot be surveyed until this conductor is installed as prescribed. The Customer must take adequate measures to assure the conductor will be in place until all necessary surveying is completed. After surveying of the duct bank is completed, but prior to CNP installing any primary cable, the Customer may retrieve its conductor at its option.

Conduit ends shall be plugged with a duct cap or other type capping device. The use of rags to plug conduits is not acceptable. If the conduit is installed in stages, the Customer must keep each section of conduit capped until the new section is installed. If, prior to CNP using any conduit, the conduit is found to be blocked, the Customer will be responsible, at its expense, for removing the obstruction.

CLEARANCES

Final approval for the location of the pad mount equipment and/or other proposed electrical installation is contingent upon proper clearance, as determined by CNP, from cooling towers, vents, buildings, structures, etc., and other underground utilities. It is in the Customer's and CNP's best interest to have all service equipment in a contamination-free environment to avoid unscheduled outages and/or premature equipment failures. Therefore, prior to any construction, the Customer shall inform the MUG representative of any existing or future contamination or pollutants which may affect the equipment so that necessary clearances can be secured.

The MUG representative shall be notified promptly if the Customer intends to install any obstructions such as walls, hedges, bushes, trees, etc., around the transformer and/or any associated equipment so that additional clearances and access can be secured. Any proposed enclosure surrounding CNP's equipment must be louvered, and both a profile and a cross-sectional view of the proposed louvered enclosure shall be submitted for approval prior to installation.

If, in the future, there is a problem with contamination of CNP's equipment, or proper clearances are not maintained, CNP reserves the right to relocate the equipment at the Customer's expense.

CNP will not allow other facilities to pass beneath its equipment pads. A one foot (1') minimum horizontal clearance shall be maintained between CNP pads and all other facilities.

A one foot (1') minimum vertical clearance must be maintained between CNP duct banks and all non-CNP facilities crossing the duct bank.

A five foot (5') minimum horizontal clearance must be maintained between CNP duct banks and other facilities running parallel to the duct bank. CNP will not allow joint trenching between CNP duct banks and other facilities.

ELEVATION REQUIREMENTS

The minimum elevation requirement for the top of the equipment pads shall be fifteen feet (15') above mean sea level and two feet (2') above the documented 500-year floodplain. The Customer must provide equipment pads that meet these elevation requirements. The easement (minimum working clearance) around the equipment pads shall also be brought up to the above mentioned minimum elevation, as outlined on the equipment pad detail specification. The easement area surrounding the equipment pads shall not have a slope greater than 2%. The pad and minimum easement elevations (minimum working clearance) must be verified at the time of installation.

VENTILATION REQUIREMENTS

Any proposed barriers or enclosures in the vicinity of the equipment pads shall maintain a minimum of 50% free air flow. Prior to construction, the Customer shall submit drawings of the proposed barriers or enclosures to MUG Projects Representative for approval.

SERVICE EQUIPMENT VENTILATION REQUIREMENT

The Customer's requested location for CNP's equipment is within a proposed service yard. The service walls adjacent to the transformer pad must be louvered to permit 50 percent air flow. Prior to construction, the Customer shall submit drawings of the proposed louvering to the MUG Representative for approval.

FINAL INSPECTION

After the Customer has advised CNP that all "Customer installed" facilities pertaining to this service arrangement have been completed and inspected, a final on-site inspection will be made by a MUG representative. This final inspection will verify that all Customer installed facilities are in accordance with these Terms and Conditions. The Customer (or its contractor) and the Service Area Consultant will be advised of any needed corrections and/or changes. When all necessary corrections and/or changes have been completed, CNP's portion of the construction may begin.

EASEMENT INSTRUMENT

CNP will prepare an instrument for easements to be granted by the property owner after all installations for CNP's use have been completed according to these Terms and Conditions. The service cannot be energized until CNP has accepted the signed instrument for all easements.

The Customer also has the option of signing a blanket easement document. Use of the blanket easement allows the service to be energized before the final signed instrument for all easements has been completed. The Customer may request use of the blanket easement document by contacting the MUG representative.

CNP will need access to and from the proposed easements. CNP will use these easements, as shown on the attached sketches, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting and removing electrical distribution facilities. The Customer shall keep these easements free and clear of any obstructions (trees, shrubs, other structures, etc.) that may endanger or interfere with the efficiency, safety, and proper operation of the proposed facilities for the life of the service.

INDEMNIFICATION AND LIABILITY LIMITS

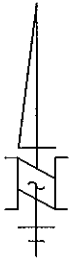
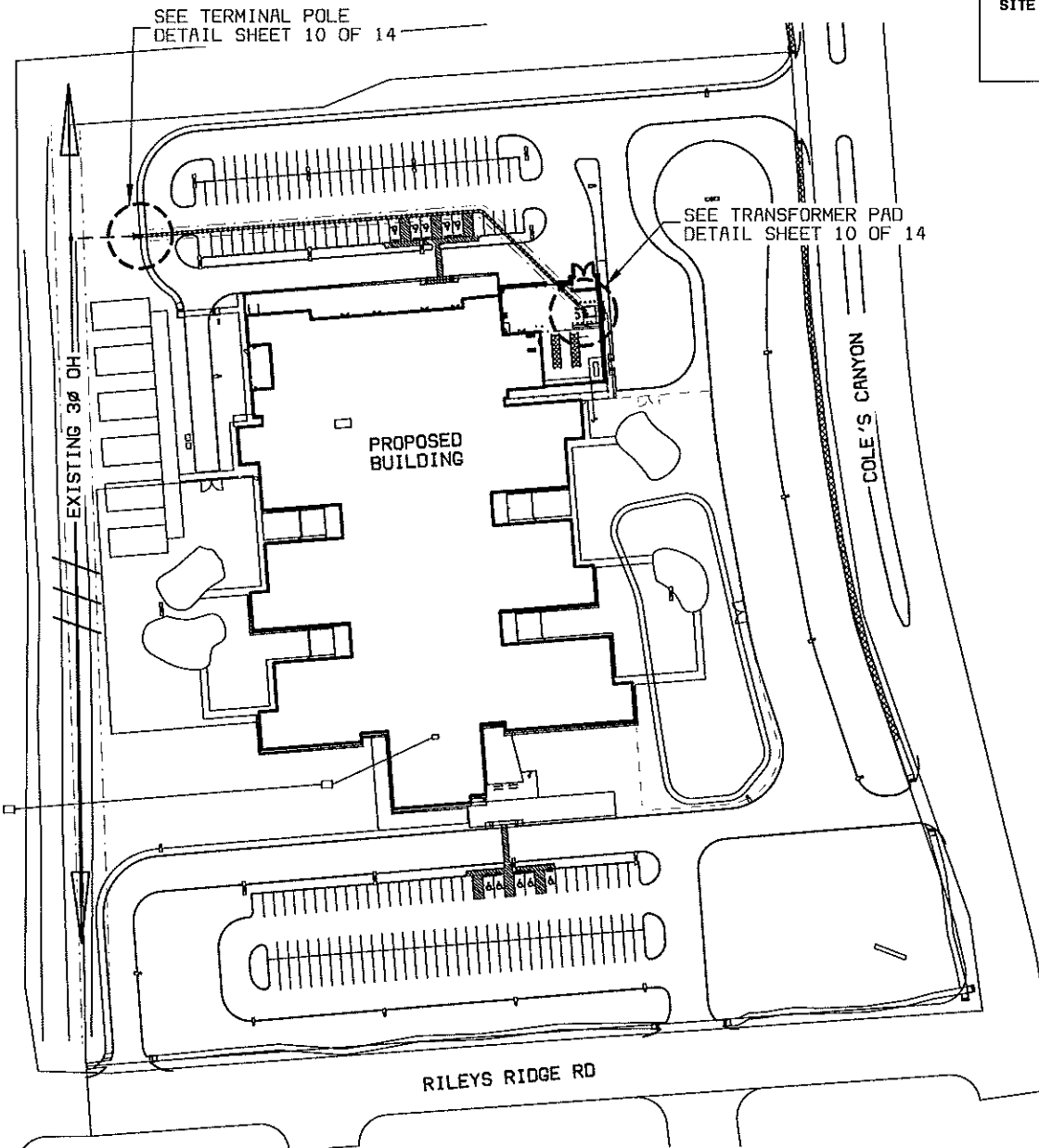
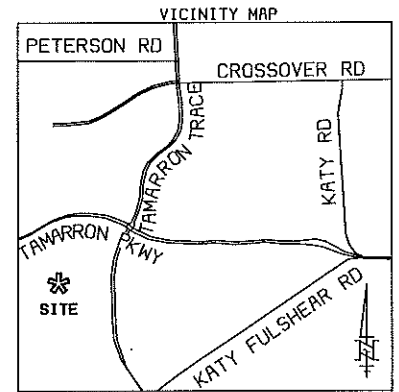
Indemnity: This indemnity is pursuant to Company's Tariff located on our website at www.centerpointenergy.com.

RETAIL CUSTOMER ASSUMES THE RISK OF AND SHALL INDEMNIFY COMPANY AGAINST DAMAGES FOR INJURIES OR DEATH TO PERSONS OR LOSS TO RETAIL CUSTOMER'S PROPERTY, OR TO THE PROPERTY OF COMPANY, WHEN OCCASIONED BY ACTIVITIES OF RETAIL CUSTOMER OR THIRD PARTIES ON CUSTOMER'S PREMISES, RESULTING FROM THE INSTALLATION, EXISTENCE, REPLACEMENT, OR REPAIR OF COMPANY'S UNDERGROUND FACILITIES, AND AS FURTHER PROVIDED IN THE TERMS OF "LIMITS ON LIABILITY," SECTIONS 4.2 AND 5.2 OF THIS TARIFF. NOTWITHSTANDING ANY OF THE ABOVE, THE PROVISIONS REQUIRING A RETAIL CUSTOMER TO INDEMNIFY, FULLY PROTECT, OR SAVE COMPANY HARMLESS APPLY TO A GOVERNMENTAL ENTITY AS THIS TERM IS DEFINED IN CHAPTER 2251 OF THE TEXAS GOVERNMENT CODE, TO THE EXTENT OTHERWISE CONSISTENT WITH LAW; PROVIDED, HOWEVER, THAT ANY GOVERNMENTAL ENTITY THAT IS A RETAIL CUSTOMER TO WHICH THIS SUBSECTION 2.5 APPLIES MUST TAKE NECESSARY STEPS TO ENSURE THAT THE INDEMNIFICATION REQUIREMENTS OF THIS SUBSECTION 2.5 DO NOT CREATE A "DEBT" IN VIOLATION OF ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION. SUCH STEPS MAY INCLUDE, BUT ARE NOT NECESSARILY LIMITED TO, A THIRD-PARTY INDEMNIFICATION IN WHICH THE CONTRACTOR PERFORMING THE WORK FOR THE GOVERNMENTAL ENTITY INDEMNIFIES THE COMPANY OR THE ESTABLISHMENT OF A SINKING FUND. (*See Governmental Entity Addendum if applicable.*)

GENERAL LOCATION SKETCH

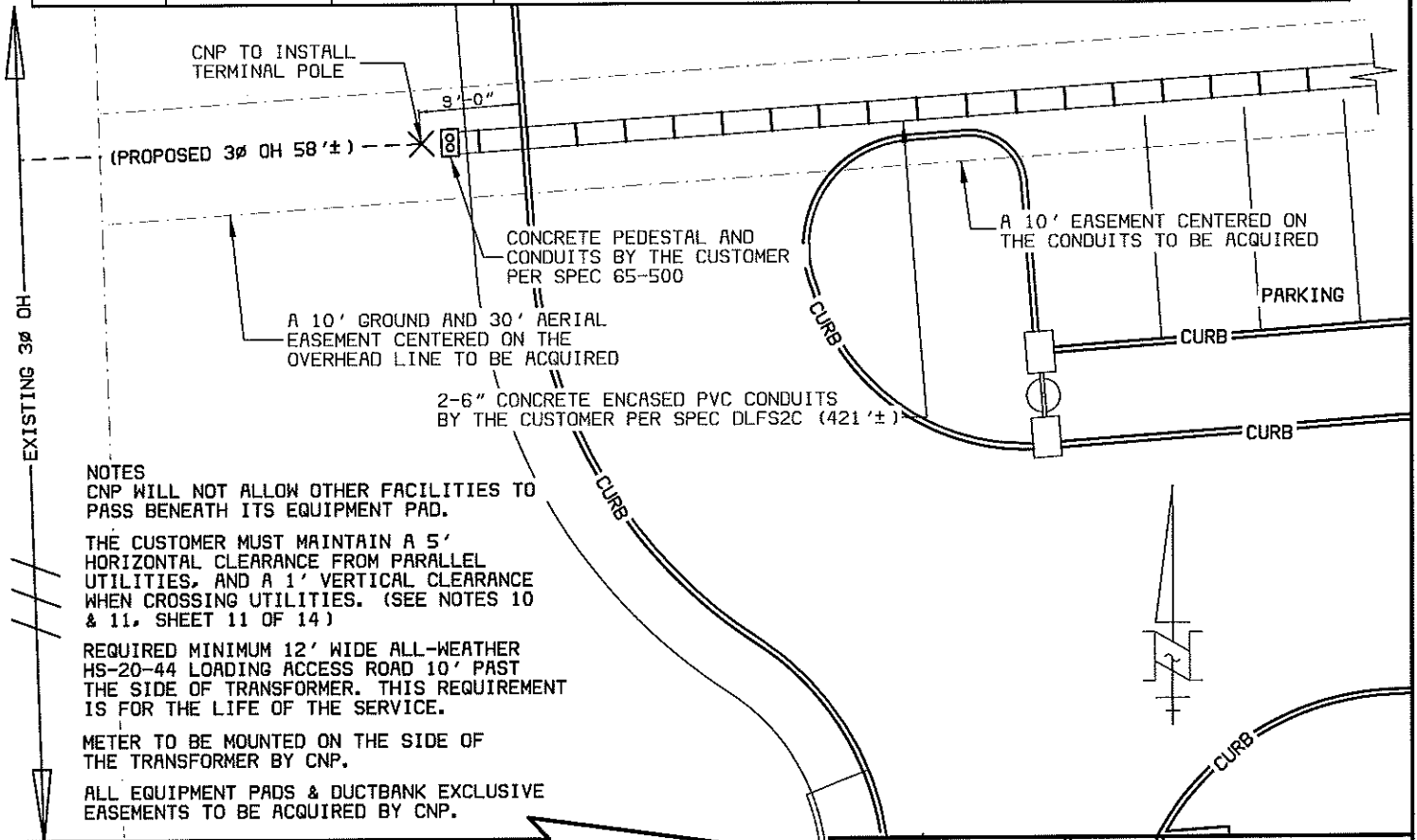
LAMBERT	SECTION	KEY MAP	FUNCTIONAL LOCATION	SCALE	CIRCUIT	ORDER NO.
4155	B1	483T		N. T. S.	KT45	

LAMAR CONSOLIDATED ISD (CUSTOMER) AND/OR ITS CONTRACTOR IS TO REQUEST A PRECONSTRUCTION MEETING PRIOR TO STARTING CONSTRUCTION BY VISITING [HTTP://WWW.CENTERPOINTEENERGY.COM/EN-US/PAGES/MUGFORM.ASPX](http://www.CenterPointEnergy.com/en-us/pages/mugform.aspx)
CENTERPOINT ENERGY (CNP) TO UTILIZE THE CUSTOMER'S PARKING AND DRIVEWAY FACILITIES FOR EQUIPMENT ACCESS

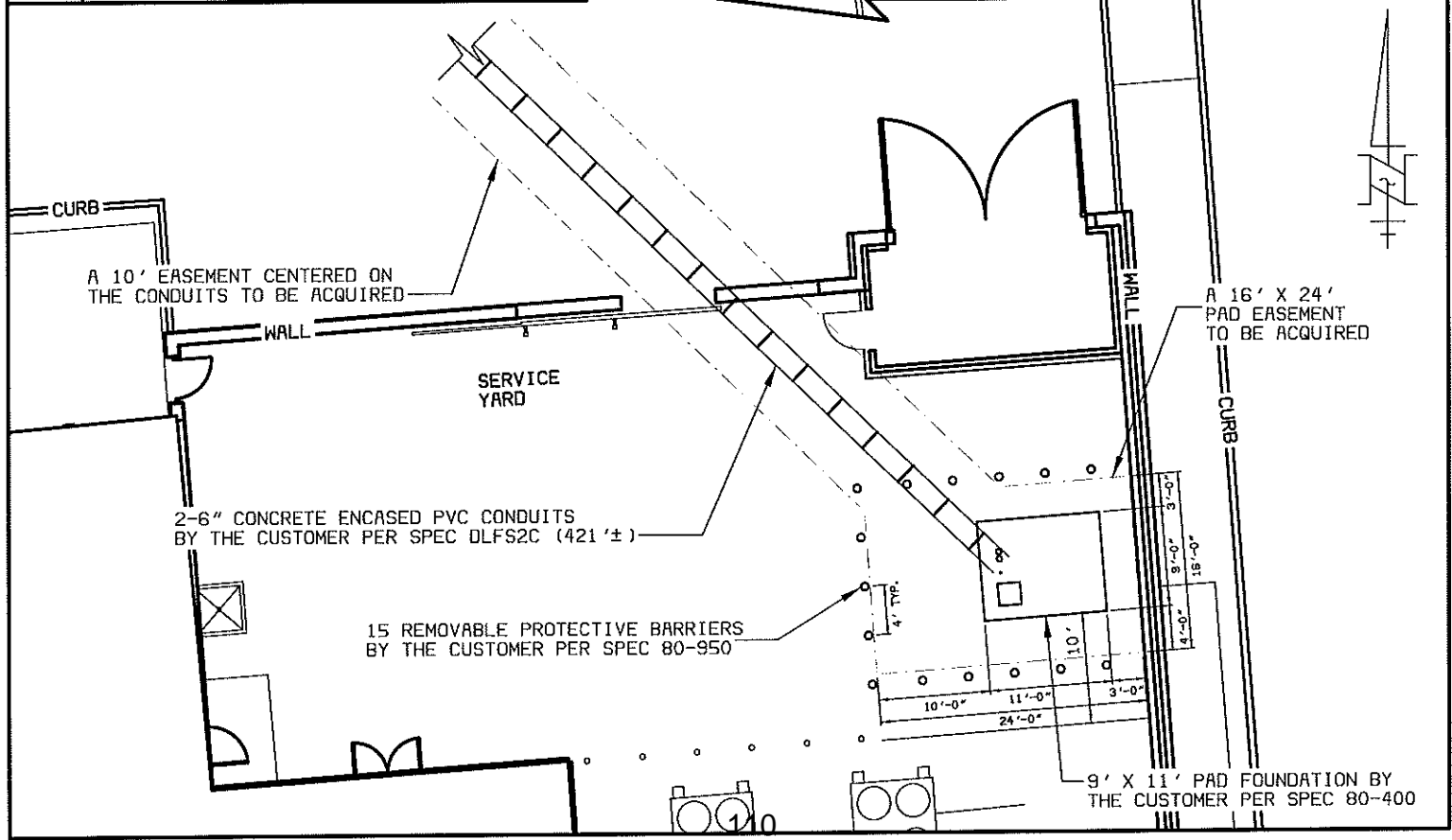


DETAIL SKETCH

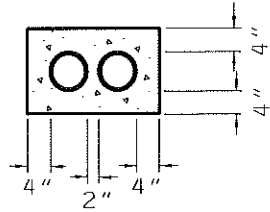
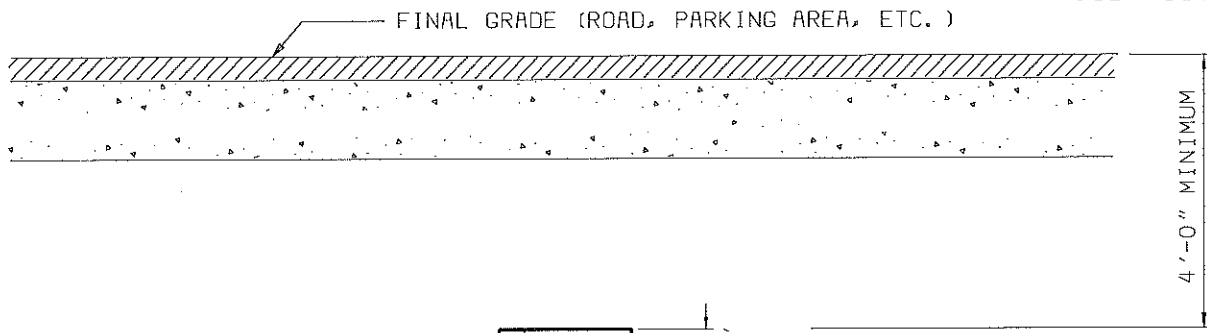
LAMBERT	SECTION	KEY MAP	FUNCTIONAL LOCATION	SCALE	CIRCUIT	ORDER NO.
4155	B1	483T		N. T. S.	KT45	



NOTES
 CNP WILL NOT ALLOW OTHER FACILITIES TO PASS BENEATH ITS EQUIPMENT PAD.
 THE CUSTOMER MUST MAINTAIN A 5' HORIZONTAL CLEARANCE FROM PARALLEL UTILITIES, AND A 1' VERTICAL CLEARANCE WHEN CROSSING UTILITIES. (SEE NOTES 10 & 11, SHEET 11 OF 14)
 REQUIRED MINIMUM 12' WIDE ALL-WEATHER HS-20-44 LOADING ACCESS ROAD 10' PAST THE SIDE OF TRANSFORMER. THIS REQUIREMENT IS FOR THE LIFE OF THE SERVICE.
 METER TO BE MOUNTED ON THE SIDE OF THE TRANSFORMER BY CNP.
 ALL EQUIPMENT PADS & DUCTBANK EXCLUSIVE EASEMENTS TO BE ACQUIRED BY CNP.

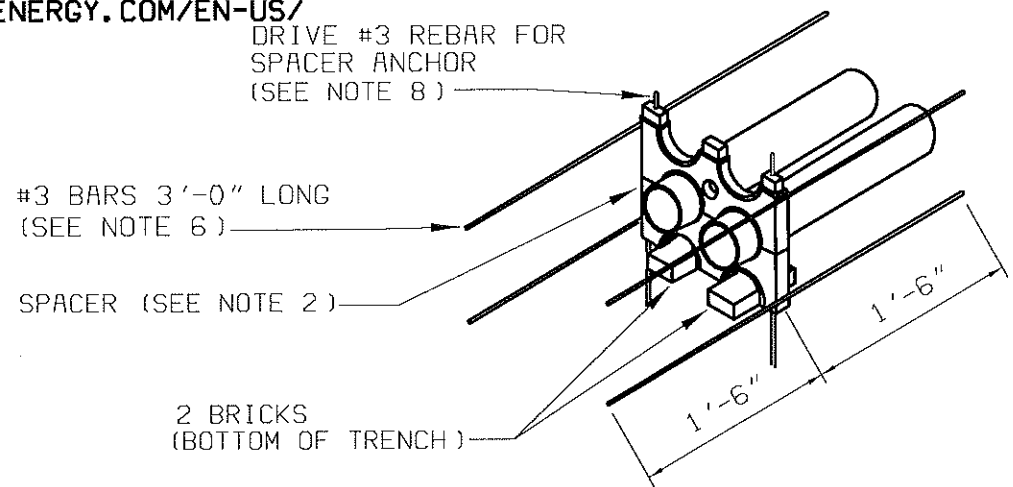


2-6" CONCRETE ENCASED PVC CONDUITS BY THE CUSTOMER PER SPEC DLFS2C (421'±)
 15 REMOVABLE PROTECTIVE BARRIERS BY THE CUSTOMER PER SPEC 80-950
 A 16' X 24' PAD EASEMENT TO BE ACQUIRED
 9' X 11' PAD FOUNDATION BY THE CUSTOMER PER SPEC 80-400



2 - 6"
CONDUITS

NOTE:
 THE CUSTOMER AND/OR ITS CONTRACTOR
 IS TO REQUEST A PRECONSTRUCTION MEETING
 PRIOR TO STARTING CONSTRUCTION BY VISITING
[HTTP://WWW.CENTERPOINTENERGY.COM/EN-US/
 PAGES/MUGFORM.ASPX](http://www.centerpointenergy.com/en-us/pages/mugform.aspx)

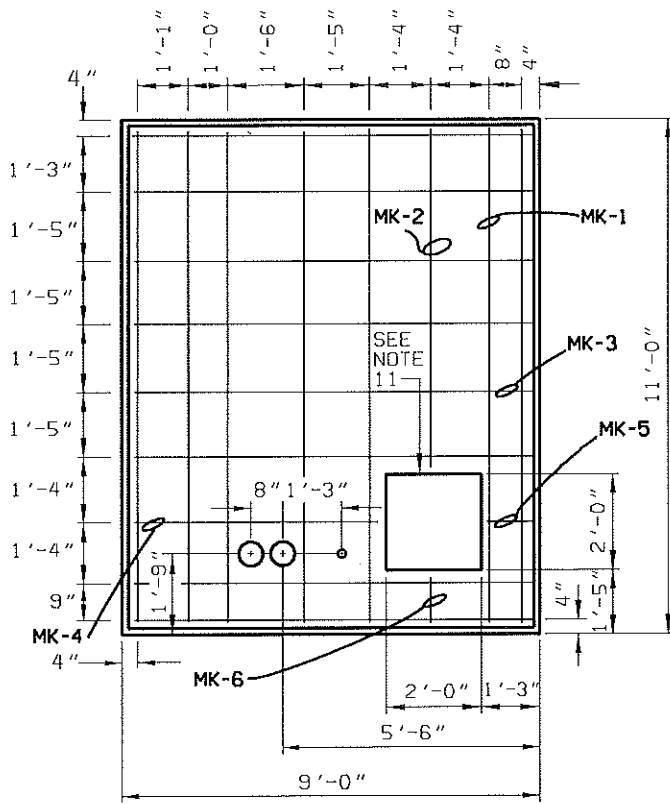


NOTES:

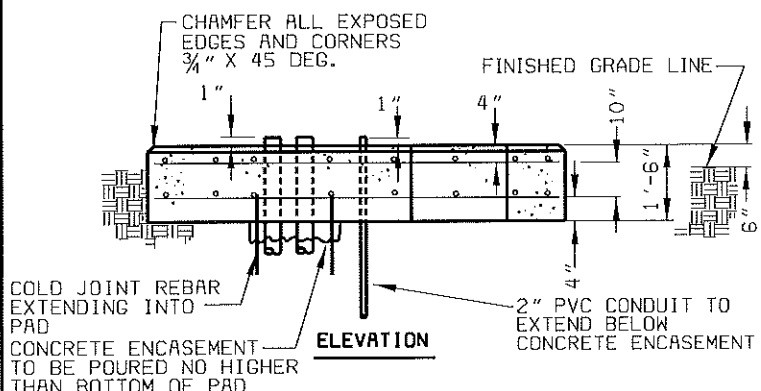
1. CONDUIT TO BE PVC, MINIMUM GRADE TYPE EB.
2. SPACERS SHOULD BE INSTALLED NOT MORE THAN 10'-0" APART.
3. CONDUITS TERMINATING AT MANHOLES SHOULD BE SLOPED 0.5% DOWN TOWARD MANHOLE.
4. ALL EXTERIOR CONCRETE COVER DIMENSIONS ARE MINIMUM.
5. CONCRETE SHALL BE IN ACCORDANCE WITH CNP SPECIFICATION 007-221-01, LATEST REVISION.
6. PLACE REINFORCING BARS IN 4 CORNERS OF THE CONCRETE WHERE SPACERS ARE USED.
7. ON COLD JOINT CONCRETE POUR USE #5 REBAR (3'-0" IN LENGTH, EXPOSED 1'-6").
8. LENGTH OF REBAR FOR SPACER ANCHOR WILL VARY PER DUCT BANK HEIGHT.
9. CONDUITS ENDS SHALL BE PLUGGED WITH A DUCT CAP OR OTHER TYPE OF CAPPING DEVICE.
10. A ONE FOOT (1') VERTICAL CLEARANCE MUST BE MAINTAINED BETWEEN CNP'S DUCTBANK AND ALL NON-CNP FACILITIES CROSSING THE DUCTBANK.
11. A FIVE FOOT (5') HORIZONTAL CLEARANCE MUST BE MAINTAINED BETWEEN CNP'S DUCTBANK AND ALL NON-CNP FACILITIES RUNNING PARALLEL TO THE DUCTBANK (JOINT TRENCHING NOT PERMITTED).
12. INSTALL JET LINE IN ALL CONDUITS AND A #14 AWG WIRE IN ONE CONDUIT.

THREE PHASE DUCTBANK
FEEDER

0304867/060607



PLAN



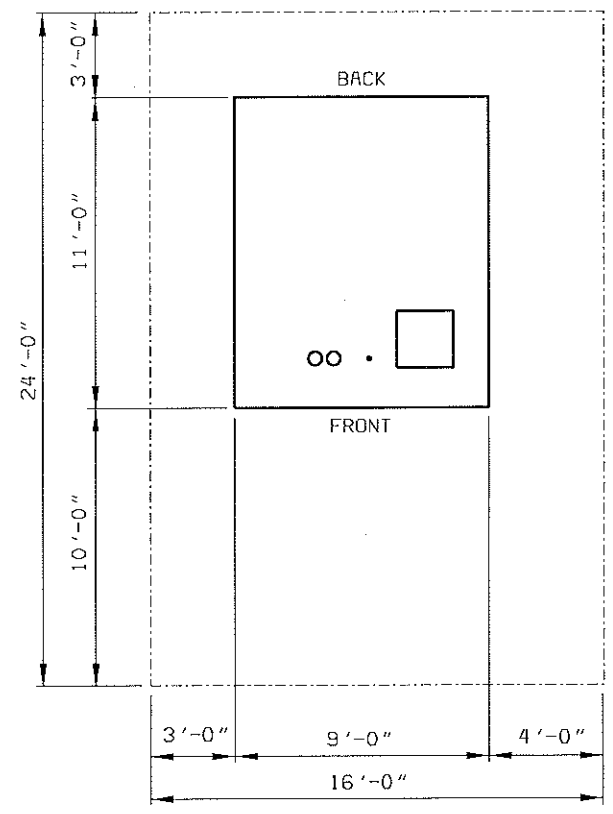
ELEVATION

NOTES:

1. CONCRETE SHALL BE IN ACCORDANCE WITH CNP SPECIFICATION 007-221-01, LATEST REVISION (MINIMUM COMPRESSION IN 28 DAYS, 3000 PSI).
2. REINFORCING STEEL SHALL BE INTERMEDIATE GRADE DEFORMED BARS IN ACCORDANCE WITH A.S.T.M. SPECIFICATION A-615, GRADE 60, OR BETTER.
3. ALL SPLICES IN REINFORCING SHALL LAP A LENGTH EQUAL TO 24 BAR DIAMETERS.
4. ALL DIMENSIONS ON REINFORCING ARE TO THE CENTER OF BARS.
5. CONCRETE SHALL BE THOROUGHLY WORKED AROUND REINFORCING, ANY EMBEDDED FIXTURES AND INTO ALL CORNERS OF FORMS.
6. IF REQUIRED, GROUT SHALL BE A MIXTURE OF 1 PART CEMENT TO 2 PARTS SAND WITH ENOUGH WATER TO PRODUCE A WORKABLE MIXTURE.
7. CONCRETE IS TO BE POURED ONLY WHEN THE ATMOSPHERIC TEMPERATURE IS A MINIMUM 40° F. (5° C.) AND RISING.
8. STRIP BACK ALL VEGETATION AND APPROXIMATELY 12" OF TOP SOIL. REMOVE ALL LOOSE CLODS AND STONES. BACKFILL AND THOROUGHLY COMPACT ALL CONDUIT TRENCHES AND HOLES BEFORE CONCRETE IS PLACED.
9. REINFORCING SHALL HAVE A MINIMUM OF 2½" CONCRETE COVER.
10. SLOPE PAD 1" FRONT TO BACK.
11. THE SQUARE OPENING IS FOR THE CUSTOMER'S SECONDARY CONDUITS.
12. CNP WILL NOT ALLOW OTHER FACILITIES TO PASS BENEATH ITS EQUIPMENT PADS. A ONE FOOT MINIMUM HORIZONTAL CLEARANCE SHALL BE MAINTAINED BETWEEN CNP PADS AND ALL OTHER FACILITIES.
13. THE SECONDARY OPENING IS TO BACKFILLED WITH SAND TO WITHIN 4" OF THE TOP OF THE PAD.

REINFORCING SCHEDULE PER FOUNDATION				
MARK	QTY.	SIZE	LENGTH	REMARKS
MK-1	14	#7	10'-6"	STRAIGHT
MK-2	2	#7	7'-0"	STRAIGHT
MK-3	16	#7	8'-6"	STRAIGHT
MK-4	2	#7	5'-3"	STRAIGHT
MK-5	2	#7	0'-9"	STRAIGHT
MK-6	2	#7	1'-0"	STRAIGHT

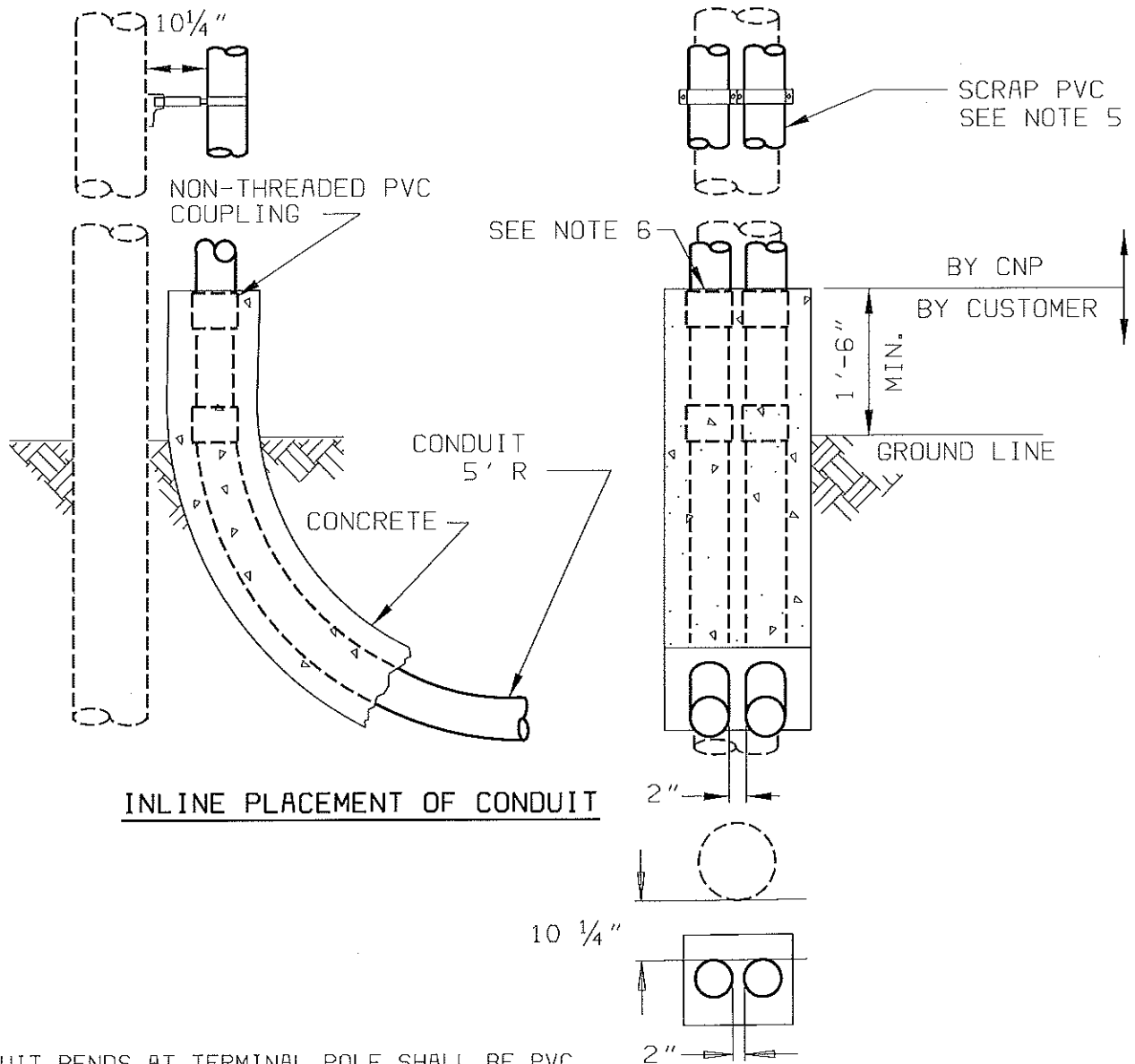
MATERIAL ESTIMATE PER FOUNDATION	
DESCRIPTION	QUANTITY
REINFORCING STEEL #7	636 LBS
CONCRETE (5 SACK)	5½ CU. YDS.
TYPE EB OR BETTER PVC CONDUIT, 90 DEG, 60" R	2
2" PVC CONDUIT	5 FT



MINIMUM EASEMENT REQUIREMENTS

EQUIPMENT WEIGHT 43,000 LBS MAXIMUM

500-5000 KVA PMT FOUNDATION, 12KV & 35KV

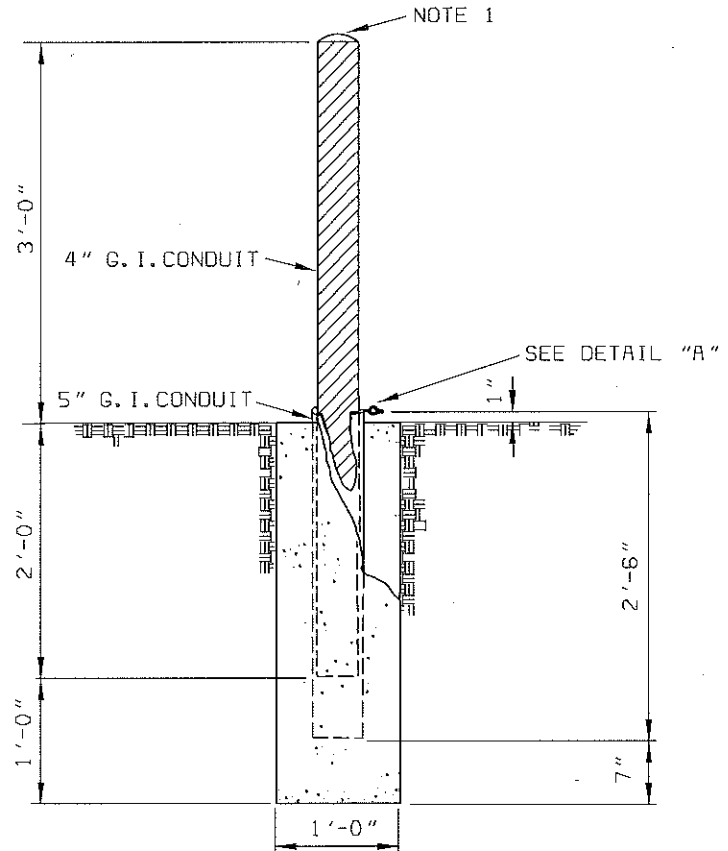


NOTES:

1. CONDUIT BENDS AT TERMINAL POLE SHALL BE PVC.
2. BRACE THE POLE SECURELY BEFORE TRENCHING.
3. INSTALL CONDUIT BENDS TO BASE OF POLE. ADD PORTIONS OF STRAIGHT CONDUIT AS NECESSARY TO OBTAIN THE PROPER HEIGHT ABOVE FINAL GRADE.
4. ATTACH COUPLING TO END OF CONDUIT.
5. INSERT, **BUT DO NOT GLUE**, A SHORT PIECE OF SCRAP PVC BUT DO NOT GLUE CONDUIT INTO THE TOP COUPLING. TIE CONDUIT TO BRACKET.
6. FORM AREA AROUND PEDESTAL TO THE TOP OF THE COUPLING. FORM PEDESTAL SO THAT NO CONCRETE WILL CONTACT POLE.
7. AFTER INSPECTION BY CNP, POUR CONCRETE TO TOP OF COUPLINGS.
8. ALL CONDUITS SHALL HAVE A MINIMUM 4" CONCRETE COVER.

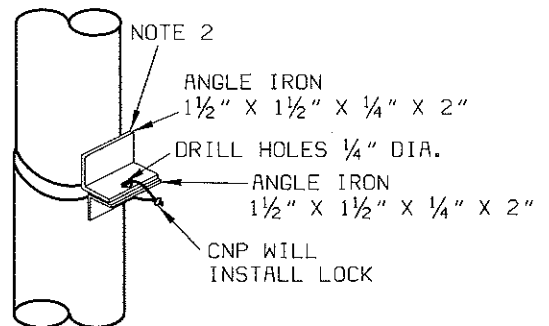
TERMINAL POLE CONDUIT
PLACEMENT 12KV & 35 KV

113 BASED ON DISTRIBUTION STANDARD 65-500



**PROTECTIVE BARRIER
(REMOVABLE)**

INSTALL ON
APPROXIMATELY
4' CENTERS
AS SPECIFIED
ON SKETCH



DETAIL "A"

NOTES:

1. 4" G.I. CONDUIT TO BE FILLED WITH CONCRETE.
2. ANGLE TO BE WELDED TO G.I. CONDUIT. ALL EXPOSED METAL TO BE PAINTED WITH GALVANOX PAINT.
3. SEAL GAP BETWEEN CONDUITS WITH DUCT SEAL FOR WATER TIGHT FIT.
4. USE 5" PLUG TO PREVENT CONCRETE FROM COMING UP 5" G.I. CONDUIT.

**PROTECTIVE BARRIER
(REMOVABLE)**

ADDENDUM TO “TERMS AND CONDITIONS TO UNDERGROUND ELECTRIC SERVICE”

This Addendum is dated as of the Effective Date (as defined below) and is between CENTERPOINT HOUSTON ELECTRIC, LLC (the “Company”) and Lamar Consolidated ISD. (“Customer”). The Company and Customer are referred to in this Addendum individually as a “Party” and collectively as the “Parties.”

Customer is the owner and operator of TAMARRON ELEMENTARY, Rileys Ridge And Coles Canyon (“Property”). (“Facilities”) shall mean any facilities, equipment, cable, or other material referred to in the Agreement installed and owned by the customer or his contractor at **Rileys Ridge And Coles Canyon .**

Contemporaneously with the execution of this Addendum, Customer and the Company are entering into THE TERMS AND CONDITIONS TO UNDERGROUND ELECTRIC SERVICE (the “Agreement”) under which underground electric service will be provided to the Facility. “Effective Date” means the date that the Agreement is signed, as indicated by the date next to the customer signature on the cover sheet of the Agreement.

Because of certain laws and regulations applicable to Customer, the Parties desire to set forth their understanding regarding those laws and regulations and the related allocation of certain risks and liabilities between them.

The Parties therefore agree as follows:

1. Applicability. This Addendum is being executed in connection with and will be deemed to be a part of the Agreement. No provision of the Agreement stating that the Agreement contains the entire understanding of the Parties with respect to its subject matter or other provision in the Agreement of the type typically referred to as a “merger clause” will apply to this Addendum. To the extent that the terms and provisions of this Addendum conflict with the terms and provisions of the Agreement, the terms and provisions of this Addendum control. Notwithstanding the execution of this Addendum, the Agreement remains in full force and effect, except as otherwise provided in this Addendum.

2. Customer as Governmental Entity. Customer represents and warrants that it is a governmental entity, and that as a governmental entity it is subject to constitutional and statutory limitations on its ability to be bound by certain terms and conditions of the Agreement, which may include terms and conditions relating to: liens on government property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, commitment of future funding, and processes; limitations of time in which to bring legal action; control of litigation or dispute resolution; indemnities; and confidentiality of information, and to the extent that any provisions of the Agreement, including this Addendum, would violate any such restrictions, the Customer will not be bound by such provisions. Any terms or provisions of this Addendum that are less restrictive than those in the Agreement with respect to Customer’s obligations will be null and void and will have no force or effect if the representation and warranty that Customer is a governmental entity is not true or to the extent that the more restrictive term in the Agreement

would be enforceable against Customer under Applicable Laws (as defined below). Terms and conditions in the Agreement relating to limitations of the type described in this section will only be binding on Customer to the extent they are valid and enforceable under all applicable laws, including all state and federal laws, rules and regulations, the constitutions of the United States and the State of Texas and the laws of the United States and the State of Texas ("Applicable Laws").

3. Maintenance. Except to the extent expressly set forth in a written agreement between the Parties, the Company will not be required to maintain equipment, cable, or other material that is owned by Customer. Customer acknowledges that it is Customer's sole responsibility to follow the proper administrative or internal procedures to cause its Facilities and any related equipment to be properly maintained. Customer also acknowledges that Company reserves the right, in accordance with Company Tariff, to discontinue service if Customer has failed, or the Company has determined, in its sole discretion, that Customer has failed, to maintain the Property and facilities or any related equipment, cable or other material in a manner that causes or could cause a safety hazard to person or property.

4. Installation. Customer understands that all facilities, equipment, cable and other material referred to in the Agreement must comply with all specifications set forth in said Agreement and the Permanent Easement and/or Right to Pull before the Company installs any equipment or provides electrical service. During the installation of any equipment to be installed by the Company under the Agreement, the Company will use every effort to preserve Customer's landscaping, parking areas, or other facilities. However, any cost that has been quoted to Customer does not include any special replacements or repairs to these items. The Company shall not be responsible for any expenses associated with replacements or repairs to Customer's property, and Customer hereby waives any claims for such expenses that it has or may have against the Company.

5. INDEMNIFICATION. This indemnity is pursuant to Company's Tariff located on our website at www.centerpointenergy.com. CUSTOMER ASSUMES THE RISK OF AND SHALL INDEMNIFY COMPANY AGAINST DAMAGES FOR INJURIES OR DEATH TO PERSONS OR LOSS TO CUSTOMER'S PROPERTY, OR TO THE PROPERTY OF COMPANY, WHEN OCCASIONED BY ACTIVITIES OF CUSTOMER OR THIRD PARTIES ON CUSTOMER'S PREMISES, RESULTING FROM THE INSTALLATION, EXISTENCE, REPLACEMENT, OR REPAIR OF COMPANY'S UNDERGROUND FACILITIES, AND AS FURTHER PROVIDED IN THE TERMS OF "LIMITS ON LIABILITY," SECTION 5.2 OF COMPANY'S TARIFF. NOTWITHSTANDING ANY OF THE ABOVE, THE PROVISIONS REQUIRING A CUSTOMER TO INDEMNIFY, FULLY PROTECT, OR SAVE COMPANY HARMLESS APPLY TO A GOVERNMENTAL ENTITY AS THIS TERM IS DEFINED IN CHAPTER 2251 OF THE TEXAS GOVERNMENT CODE, TO THE EXTENT OTHERWISE CONSISTENT WITH LAW; PROVIDED, HOWEVER, THAT ANY GOVERNMENTAL ENTITY THAT IS RECEIVING SERVICES UNDER THE AGREEMENT MUST TAKE NECESSARY STEPS TO ENSURE THAT THE INDEMNIFICATION REQUIREMENTS OF THIS SECTION DO NOT CREATE A "DEBT" IN VIOLATION OF ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION. SUCH STEPS MAY INCLUDE, BUT ARE NOT NECESSARILY LIMITED TO, A THIRD-PARTY INDEMNIFICATION IN WHICH THE

CONTRACTOR PERFORMING THE WORK FOR THE GOVERNMENTAL ENTITY INDEMNIFIES THE COMPANY OR THE ESTABLISHMENT OF A SINKING FUND. *SEE BROWN V. JEFFERSON COUNTY, 406 S.W.2D 185 (TEX. 1966).*

6. Further Assurances. If at any time after the date of this Addendum any further action is necessary or appropriate to carry out the purposes of this Addendum, Customer shall use all commercially reasonable efforts to take, or cause to be taken, that action.

7. Assignment. Customer shall not assign any part of its rights or delegate any performance under this Addendum, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, without the Company's prior written consent. Any purported assignment of rights or delegation of performance in violation of this Section 7 is void and of no effect.

8. Modification; Waiver. No amendment of this Addendum will be effective unless it is in writing and signed by the Parties. No waiver of satisfaction of a condition or nonperformance of an obligation under this Addendum will be effective unless it is in writing and signed by the Party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or nonperformance of any other obligation. To be valid, any document signed by a Party in accordance with this Section 8 must be signed by an officer or other representative of that Party authorized to do so.

In addition, nothing in this Addendum or the Agreement shall be construed as a waiver or relinquishment by the Company of any right that it has or may have hereafter to discontinue service for or on account of default in the performance of Customer's obligations under this Addendum or the Agreement, including payment of any bill owing or to become owing thereafter, or for any other reason or cause stated in the Company's Tariff.

[The remainder of this page has been intentionally left blank.]

The Parties are signing this Addendum as of the Effective Date.

COMPANY:

CENTERPOINT ENERGY HOUSTON
ELECTRIC, LLC

By: 

Name: Liafis A. Ogboye, P. E.

Title: Manager Padmount North

CUSTOMER:

LAMAR CONSOLIDATED ISD.

By signing this Addendum, the person purporting to sign this Addendum on behalf of Customer is representing and warranting to the Company that the person has the legal authority to bind Customer and has been duly authorized by Customer to sign and deliver this Addendum to the Company.

By: _____

Name: _____

Title: _____



SERVICE OUTLET LOCATION AND DATA STATEMENT FOR ELECTRIC SERVICE

CUSTOMER Lamar Consolidated I.S.D	DAY PHONE
SERVICE ADDRESS 29616 Rileys Ridge, Katy, Tx, 77494	EVENING PHONE
MAILING ADDRESS	PAGER
ELECTRICIAN	CELL PHONE

Dear Customer,

CenterPoint Energy Houston Electric, LLC is grateful to meet with you on, 04-24-2019 to discuss the requirements needed to provide you electric service. DATE

<ul style="list-style-type: none"> • CenterPoint Energy Construction Required? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO • The following steps must be complete prior to construction: <ul style="list-style-type: none"> <input type="checkbox"/> Pay any up-front contributions for non-standard service \$ _____ <input type="checkbox"/> Clear trees along extension route <input type="checkbox"/> Easement charges \$ _____ <input type="checkbox"/> Easement execution 	<p>To begin the process we request that you provide the following information:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Site Plan and Elevation Plan: Hard Copies <input checked="" type="checkbox"/> Site Plan: Electronic Copy with XY Coordinates <input checked="" type="checkbox"/> One Line Diagram <input checked="" type="checkbox"/> Load Analysis <input checked="" type="checkbox"/> Easements Required-Recorded Warranty Deed Required <input checked="" type="checkbox"/> Specifications on Modular Metering Enclosure.
--	--

The following steps must be completed prior to meter installation:

YES	NO	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Installation of meter pole or weather head (as located on sketch)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Obtain city or county permit - For contact information, call 713-207-2222 or 1-800-332-7143, or visit the website http://www.centerpointenergy.com/houston/builders
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Obtain an ESI ID# for your account - Either you the customer or your Competitive Retailer can get this number by calling 713-207-2222 or 1-800-332-7143
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Choose a Competitive Retailer - For listing, visit the website http://www.powertochoose.org or call 1-866-PWR-4-TEX(1-866-797-4839)

CenterPoint Energy Houston Electric, LLC's target completion date to provide your construction requirements, per the working sketch, is a mutually agreed upon negotiated date by CenterPoint Energy and customer. *Please be aware our ability to meet the target completion date may be affected by weather, availability of construction crews and materials, ability to secure easements, and timely completion of your requirements (see above).* **In addition, as a condition to this service, you agree to comply with all of CenterPoint Energy standards, the National Electrical Code, the National Safety Code, all Occupational Safety and (OSHA) requirements, the International Building code and all local governing body codes.**

We appreciate the opportunity to do business with you and look forward to the successful completion of this project. Your signature below insures that both parties understand the requirements toward completion that will allow you electrical service. Thanks for your cooperation in this matter.

Sincerely, *Joseph Kubeczka*

Service Consultant

SERVICE CONSULTANT Joseph Kubeczka	PHONE NUMBER (281) 391-5156
ADDRESS 5431 Highway Blvd Katy, Tx 77494	
E-MAIL ADDRESS joseph.kubeczka@centerpointenergy.com	

CUSTOMER'S SIGNATURE	
CUSTOMER'S PRINTED NAME	DATE

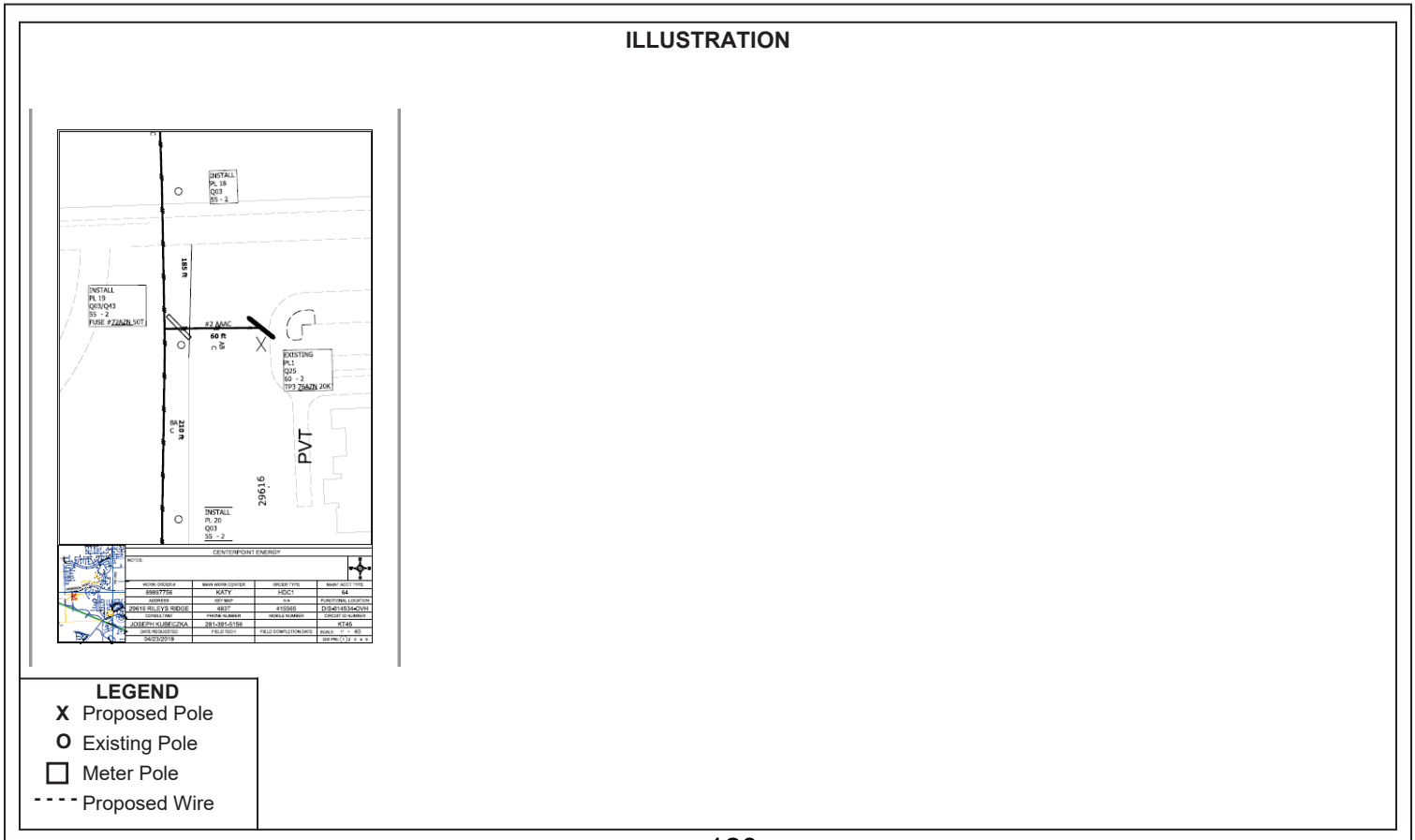
YES	NO	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Will Customer have Back-up Generation?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will Customer have Motor Greater than 250 HP?
APPLICABLE FORMS		
<input type="checkbox"/> Power Quality <input type="checkbox"/> Primary Meter <input type="checkbox"/> Motor Start <input type="checkbox"/> Emergency Generation <input type="checkbox"/> Distributed Generation <input type="checkbox"/> Major UG Checklist		

<p style="text-align: center;">GENERAL SERVICE</p> <p><input type="checkbox"/> 1Ø 3W 120/208</p> <p><input type="checkbox"/> 1Ø 3W 120/240</p> <p><input type="checkbox"/> 3Ø 4W Δ 240V</p> <p><input type="checkbox"/> 3Ø 4W Y 120/208V</p> <p><input type="checkbox"/> 3Ø 4W Y 277/480V* *10 X 26 PT can mounted on 480V Service?</p> <p><input type="checkbox"/> 3Ø 3W Δ 480V* *1-1/4" conduit connecting CT & PT can run?</p> <p><input type="checkbox"/> Primary Metering Job</p> <p><input type="checkbox"/> Major UG Job</p> <p><input type="checkbox"/> Other: (Explain) _____</p>	<p style="text-align: center;">SERVICE TYPE</p> <p>_____ FT² <input type="checkbox"/> All Electric <input type="checkbox"/> Gas & Electric</p> <p>Size Wire Pulled _____</p> <p>Cust's Load 1 Ø _____ +3 Ø _____ = _____ Total KVA</p> <p>Fault Current: Initial _____ Ultimate _____</p> <p style="text-align: right;">Amperes RMS Symmetrical at _____ Volts</p>
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<p style="text-align: center;">CT CAN TYPE</p> <p><input type="checkbox"/> 320 Amp (self contained)</p> <p><input type="checkbox"/> 30 X 42</p> <p><input type="checkbox"/> Bus Head Outdoor</p> <p><input type="checkbox"/> Bus Head with CT Can</p> <p><input type="checkbox"/> Stainless Steel Rack</p> <p><input type="checkbox"/> Primary Job</p>	<p style="text-align: center;">CONDUITS ON POLE</p> <p style="text-align: center;">Size of Conduit</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">No. of Conduits</p> <p style="text-align: center;">_____</p>	<p>For Information Regarding:</p> <p>CenterPoint Energy service standards visit</p> <p>www.centerpointenergy.com/electricservicestandards</p> <p>or</p> <p>For Gas service call</p> <p>(713) 659-2111</p>
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COMMENTS OR NOTES

CNP to install terminal pole for 3 phase major underground.



**TEXAS LAW AN ACT
TEXAS HEALTH AND SAFETY CODE TITLE 9**

CHAPTER 752 - Safety of persons engaged in activities in proximity of high voltage electric lines; restrictions

SECTION 001. DEFINITIONS

(1) "High voltage" means more than 600 volts measured between conductors or between a conductor and the ground.

(2) "Overhead line" means a bare or insulated electric conductor installed above ground but does not include a conductor that is de-energized and grounded or that is enclosed in a rigid metallic conduit.

SECTION 002. EXEMPTION FOR CERTAIN EMPLOYEES AND ACTIVITIES

(A) This chapter does not apply to the construction, reconstruction, operation, or maintenance by an authorized person of overhead electrical or communication circuits or conductors and their supporting structures and associated equipment that are part of a rail transportation system, an electrical generating, transmission, or distribution system or a communication system.

(B) In this section, "authorized person" means:

(1) an employee of a light and power company, an electric cooperative, or a municipality working on his employer's electrical system;

(2) an employee of a transportation system working on the system's electrical circuits;

(3) an employee of a communication utility;

(4) an employee of a state, county, or municipal agency that has authorized circuit construction on the poles or structures that belong to an electric power company, an electric cooperative, a municipal or transportation system, or a communication system;

(5) an employee of an industrial plant who works on the plant's electrical system; or

(6) an employee of an electrical or communications contractor who is working under the contractor's supervision.

SECTION 003. TEMPORARY CLEARANCE OF LINES

(A) A person, firm, corporation, or association responsible for temporary work or a temporary activity or function closer to a high voltage overhead line than the distances prescribed by this chapter must notify the operator of the line at least 48 hours before the work begins.

(B) A person, firm, corporation, or association may not begin the work, activity, or function under this section until the person, firm, corporation, or association responsible for the work, activity, or function and the owner or operator, or both, of the high voltage overhead line have negotiated a satisfactory mutual arrangement to provide temporary de-energization and grounding, temporary relocation or raising of the line, or temporary mechanical barriers to separate and prevent contact between the line and the material or equipment or the person performing the work, activity or function.

(C) The person, firm, corporation, or association responsible for the work, activity, or function shall pay the operator of the high voltage overhead line the actual expense incurred by the operator in providing the clearance prescribed in the agreement. The operator may require payment in advance and is not required to provide the clearance until the person, firm, corporation, or association responsible for the work, activity, or function makes the payment.

(D) If the actual expense of providing the clearance is less than the amount paid, the operator of the high voltage overhead line shall refund the surplus amount.

SECTION 004. RESTRICTION ON ALL ACTIVITIES NEAR LINES

(A) Unless a person, firm, corporation, or association effectively guards against danger by contact with the line as prescribed by Section 752.003, the person, firm, corporation, or association, either individually or through an agent or employee, may not perform a function or activity on land, a building, a highway, or other premises if at any time it is possible that the person performing the function or activity may:

(1) move or be placed within six feet of a high voltage overhead line while performing the function or activity; or

(2) bring any part of a tool, equipment, machine, or material within six feet of a high voltage overhead line while performing the function or activity.

(B) A person, firm, corporation, or association may not require an employee to perform a function or activity prohibited by Subsection (A).

SECTION 005. RESTRICTION ON OPERATION OF MACHINERY AND PLACEMENT OF STRUCTURES NEAR LINES

Unless a person, firm, corporation, or association effectively guards against danger by contact with the line as prescribed by Section 752.003, the person, firm, corporation, or association, either individually or through an agent or employee, may not:

(1) erect, install, transport, or store all or any part of a house, building, or other structure within six feet of a high voltage overhead line;

(2) install, operate, transport, handle, or store all or any part of a tool, machine, or equipment within six feet of a high voltage overhead line; or

(3) transport, handle, or store all or any part of supplies or materials within six feet of a high voltage overhead line.

SECTION 006. RESTRICTION ON OPERATION OF CERTAIN MACHINERY OR EQUIPMENT

(A) A person, firm, corporation, or association, individually, through an agent or employee, or as an agent or employee, may not operate a crane, derrick, power shovel, drilling rig, hayloader, haystacker, mechanical cotton picker, pile driver, hoisting equipment, or similar apparatus any part of which is capable of vertical, lateral, or swinging motion unless:

(1) a warning sign is posted and maintained as prescribed by Subsections (B) and (C);

(2) an insulated cage-type guard or protective device is installed about the boom or arm of the equipment, except a backhoe or dipper; and

(3) each lifting line, if the equipment includes a lifting hook device, is equipped with an insulator link on the lift hook connection.

(B) The warning sign required by Subsection (A) (1) must be a weather-resistant sign of not less than five inches by seven inches with a yellow background and black lettering that reads: "WARNING -- UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN TEN FEET OF HIGH VOLTAGE LINES."

(C) The warning sign must be legible at 12 feet and placed:

(1) within the equipment so that it is readily visible to the equipment operator while at the equipment controls; and

(2) on the outside of the equipment in the number and location necessary to make it readily visible to a mechanic or other person engaged in the work.

(D) Notwithstanding the distance limitations prescribed by Sections 752.004 and 752.005, unless a person, firm, corporation, or association effectively guards against danger by contact with the line as prescribed by Section 752.003, the person, firm, corporation, or association may not operate all or any part of a machine or equipment described by this section within 10 feet of a high voltage overhead line.

SECTION 007. CRIMINAL PENALTY

(A) A person, firm, corporation, or association or an agent or employee of a person, firm, corporation, or association commits an offense if the person, firm, corporation, association, agent, or employee violates this chapter.

(B) An offense under this section is punishable by a fine of not less than \$100 or more than \$1,000, confinement in jail for not more than one year, or both.

SECTION 008. LIABILITY FOR DAMAGES

If a violation of this chapter results in physical or electrical contact with a high voltage overhead line, the person, firm, corporation, or association that committed the violation is liable to the owner or operator of the line for all damages to the facilities and for all liability that the owner or operator incurs as a result of the contact.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989

Prior Laws:

Acts 1971, 62nd Leg., p. 76, ch. 41.

Vernon's Ann. Civ. St. art. 1436c, § 7(B).

This is only a part of the entire act. The complete act is available for review.

**CONSIDER APPROVAL OF INSTALLATION OF LANGUAGE OTHER THAN
ENGLISH (LOTE) LABS AT FOSTER HIGH, GEORGE RANCH HIGH,
AND TERRY HIGH SCHOOLS**

RECOMMENDATION:

That the Board of Trustees approve Stevens Learning Systems for installation of Language Other Than English (LOTE) labs at Foster High School in the amount of \$49,516, George Ranch High School in the amount of \$49,516, and Terry High School in the amount of \$49,516 and authorize the Board President to execute the proposal.

IMPACT/RATIONALE:

The installation of Language Other Than English (LOTE) labs is a professional service that the District must contract directly. These systems are covered within the CTPA Purchasing Cooperative: CTPA Katy ISD CSP#1701.0. Funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Upon approval, Stevens Learning Systems will provide the installation services needed for completion of the project. The cost proposal is attached for reference.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities and Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Thomas Randle
Superintendent

Oklahoma Office
508 W. Vandament Ave., Ste. 303
Yukon, OK 73099
Phones: (888) 526-4522 or (405) 354-0440
Fax: (405) 354-0442
www.ssilabs.com



Georgia Office
4034 Enterprise Way, Ste. 130
Flowery Branch, GA 30542
Phones: (800) 445-7203 or (770) 246-0957
Fax: (770) 246-0983
www.ssilabs.com

April 29, 2019

Mr. Kevin McKeever
Executive Director, Facilities and Planning
Lamar CISD
3911 Avenue I
Rosenberg, TX 77471

Dear Mr. McKeever

Per your request, I am pleased to provide the attached proposal for supplying LOTE Language Labs for

- Terry High School
- Lamar High School
- Foster High School

Each school has been itemized on the proposal per your request. Pricing is based on the price per system that we provided Katy ISD: CTPA Katy ISD CSP #1701 for which we were awarded a contract.

The price is a complete turnkey price and includes all equipment as per attached detailed equipment list, delivery, freight, installation materials and labor, teacher training and warranty.

Should you have any questions, please do not hesitate to contact me.

Yours truly



Ralph Pohlmeier
President

RP/csb
Enclosures



**PROJECT PRICE SHEET
RENAISSANCE 2.0 LANGUAGE LAB SYSTEM
36 STUDENT STATIONS**

**TERRY HIGH SCHOOL, LAMAR HIGH SCHOOL, FOSTER HIGH SCHOOL
LAMAR CISD, TEXAS**


Renaissance 2.0 Language Lab System Includes Overhead Trays, Headsets,
Instructor's Console with Equipment and Full-Class Digital Recording.

QTY	DESCRIPTION	UNIT COST	EXTENDED COST
2	Terry High School.....	\$24,758.00	\$49,516.00
2	Foster High School.....	\$24,758.00	\$49,516.00
2	Lamar High School.....	\$24,758.00	\$49,516.00
	TOTAL COST OF HIGH SCHOOL LAB PROJECT.....		\$148,548.00

Price is based on price per system provided Katy ISD: CTPA Katy ISD CSP #1701.0

The System will be interconnected to the existing overhead LCD projector and Renaissance 2.0 Software will be provided for each LOTE teacher's laptop computer. Price includes all lab equipment, freight, delivery, teacher training and warranty.

April 29, 2019
Date


Ralph Pohlmeier, President

Stevens Learning Systems Inc.
508 W. Vandament Ave., Ste. 303
Yukon, OK 73099
(888) 526-4522 Toll Free
(405)354-0442 Fax



Stevens Learning Systems Inc.
4034 Enterprise Way, Ste. 130
Flowery Branch, GA 30542
(800) 445-7203 Toll Free
(770) 246-0983 Fax

**DETAILED EQUIPMENT LIST
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
RENAISSANCE 2.0 LANGUAGE LABORATORY SYSTEM
36 STUDENT POSITIONS**

(Quantities per System)

<u>QUANTITY</u>	<u>PART NO.</u>	<u>DESCRIPTION</u>
1 ea	700082	Renaissance Console Desk
1 ea.	70468	Renaissance 2.0 System Controller & SLSI Software
1 ea.	70403	Renaissance Full-Class Digital Recorder & Software
1 ea.	71761	Port Replicator
1 ea.	71713	21.5" Flat-Screen HD Monitor
1 ea.	71730	DVD/CD Burner Player Program Source
1 ea.	70459	Blu-ray/DVD Player Program Source
1 ea.	73008	4 Channel Digital Audio Player
1 ea.	71642	USB Multimedia Computer Keyboard
1 ea.	71601	USB Optical Wheel Mouse
3 ea.	76412	Motorized Overhead Tray for Twelve (12) Students
40 ea.	70010	Teacher/Student Headset with Call Button, Volume Control and Boom Microphone
	Includes	Freight, Installation and Teacher Training

System will be interconnected to existing classroom LCD projector. Renaissance 2.0 Language Lab Software will be provided and installed on each LOTE teacher's laptop computer.

**CONSIDER APPROVAL OF RESOLUTION REGARDING DE-ANNEXATION
AND ANNEXATION OF LAND**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution where the District proposes de-annexation from the ETJ of the City of Thompsons and annexation into the ETJ of the City of Rosenberg.

IMPACT/RATIONALE:

On March 21, 2019, the Board of Trustees approved a resolution to annex the 130-acre, Dr. Thomas E. Randle High School and Harry Wright Junior High School, complex into the Rosenberg ETJ. MUD #162 is currently in the City of Rosenberg's ETJ. But now that the 130 acres tract is in the Rosenberg's ETJ the extension of Koeblen Road (6.997 acres) also needs to be in the Rosenberg ETJ.

PROGRAM DESCRIPTION:

Upon approval, a petition of de-annexation will be presented to the City of Thompsons and a petition of annexation will be presented to the City of Rosenberg.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities and Planning

Recommended for approval:



Dr. Thomas Randle
Superintendent

**RESOLUTION
OF THE BOARD OF TRUSTEES OF THE
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
REGARDING DEANNEXATION OF LAND FROM THE CITY OF THOMPSON
AND ANNEXATION INTO THE CITY OF ROSENBERG**

WHEREAS, the Lamar Consolidated Independent School District (“District”) desires to file petitions with the City of Thompson, Texas (“Thompson”) and the City of Rosenberg, Texas (“Rosenberg”) for a proposed deannexation from the Thompson ETJ and annexation into the Rosenberg ETJ of a 6.997-acre tract of real property, more particularly described and depicted in Exhibit “A” (“Property”). The District makes the following findings in connection with this Resolution and contemplated Petition:

WHEREAS, the District is the sole owner of the Property;

WHEREAS, it is in the District’s best interest to petition Thompson to deannex the Property from the Thompson ETJ and petition Rosenberg to annex the Property into the Rosenberg ETJ to enable the District to obtain necessary utilities and infrastructure to develop the Property.

THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES THAT:

1. All of the above paragraphs are incorporated into and made part of this Resolution.
2. The Board of Trustees of the Lamar Consolidated Independent School District authorizes the Superintendent to execute petitions to deannex the Property from the ETJ of the City of Thompson, Texas, and to annex the Property into to the ETJ of the City of Rosenberg, Texas.
3. The Board of Trustees further authorizes the Superintendent to negotiate and execute any other documents necessary to consummate the deannexation and annexation.

ADOPTED this _____ day of March 2019.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

By: _____

Printed Name: _____

President, Board of Trustees

ATTEST:

By: _____

Printed Name: _____

Secretary, Board of Trustees

EXHIBIT "A"

Legal Description

A FIELD NOTE DESCRIPTION of 6.997 acres of Land being a one- hundred foot wide strip of Land with transition widening for the proposed extension of Koeblen Road being a portion of the George Foundation call 266.75 acre tract (Tract 1) out of the B.B.B. and C. Railroad Company Survey Section No. Two (J.J. Dickerson Survey), Abstract No. 401, and a portion of the George Foundation call 628.44 acre tract (Tract 2) out of the 8.8.8. and C. Railroad Company Survey Section No. Three, Abstract No. 128, all being out of the original A.P. George and T.W. Davis overall call 1054.13 acre tract (Volume 25, Page 79; Deed Records of Fort Bend County, Texas) and being in Fort Bend County, Texas. The bearing basis for this description is referenced to the Texas Coordinates System of 1983 (South Central Zone) and was determined by Global Positioning System methods.

FOR CONNECTION, begin at a 5/8 inch diameter iron rod with plastic cap (stamped "Texas Genco") found for the Northeast comer of the State of Texas call 1.633 acre tract of Land for road right-of-way (Part 1 - Volume 522, Page 51; Deed Records of Fort Bend County, Texas) in the intersection of the Easterly right-of-way line of State Farm Market Highway No. 2977 (Mennonite Road - width varies) with the Southerly right-of-way line of Ricefield Road (width varies, no dedication information available); Said comer being in the Northeasterly line of the George Foundation call 158.74 acre tract (Tract 3; Volume 25, Page 79; Deed Records of Fort Bend County, Texas) and in the Northeasterly line of said overall call 1054.13 acre tract; **THENCE**; Southerly, crossing said call 158.74 acre tract and then crossing into said call 628.44 acre tract along the Easterly right-of-way line of said State Farm Market Highway No. 2977 with the following courses and distances:

Southwesterly along a curve to the left, the radius point bears South 81 degrees, 18 minutes, 53 seconds East, with the following curve data:

Radius: Delta: Length: Tangent: Chord: 1096.28 feet
5 degrees, 22 minutes, 53 seconds
102.97 feet
51.52 feet
South 5 degrees, 59 minutes, 41 seconds West - I 02.93 feet to a point in the base of a broken

concrete monument found for point of tangent corner;

South 3 degrees, 18 minutes, 14 seconds West, at 2670 feet pass the centerline of Dry Creek (Fort Bend County Drainage District 200 foot wide drainage easement - Volume 319, Page 59; Deed Records of Fort Bend County, Texas), at 2921.33 feet pass a point in the base of a concrete monument (disturbed) found for reference, at 5909.78 feet pass a point for the South corner of said call 1.633 acre tract, in all 6023.80 feet to a point in the base of a broken concrete monument for point of curve; Southwesterly, along a non-tangent curve to the left, the radius point bears South 86 degrees, 39 minutes, 58 seconds East, with the following curve data:

Radius: Delta: Length: Tangent: Chord: 5679.65 feet
1 degree, 30 minutes, 00 seconds
148.69 feet
74.35 feet
South 2 degrees, 35 minutes, 2 seconds
West - 148.69 feet to a one-half inch
diameter iron rod found for point of tangent
corner; Said corner being the North corner
of the State of Texas call 1.175 acre tract of
Land for road right-of-way (Part 2 -
Volume 522, Page 51; Deed Records of
Fort Bend County, Texas);

South 1 degree, 50 minutes, 2 seconds West - 40.99 feet along the Easterly line of said call 1.175 acre tract to a one-half inch diameter iron rod found for point of curve;

Southwesterly, continuing along the Easterly line of said call 1.175 acre tract along a tangent curve to the right, with the following curve data:

Radius: Delta: Length: Tangent: Chord: 5779.65 feet
1 degree, 30 minutes, 00 seconds
151.31 feet
75.66 feet
South 2 degrees, 35 minutes, 2 seconds
West - 151.31 feet to a

point in the base of a broken concrete monument found for point of tangent corner;

South 3 degrees , 20 minutes , 2 seconds West - 15.70 feet continuing along the Easterly line of said call 1.175 acre tract to a 5/8 inch diameter iron rod with plastic cap set for the Northwest corner of and **PLACE OF BEGINNING** for this 6.997 acre tract of Land ;

THENCE; South 35 degrees, 4 minutes , 0 seconds East - 80.50 feet departing from said State Farm Market Highway No. 2977 along a cut-back corner to a 5/8 inch diameter iron rod with plastic cap set for interior corner of this tract;

THENCE; Southeasterly, along the Northerly line of this strip of Land (132.00 feet wide from this point) with the following courses and distances:

Southeasterly, along a non-tangent curve to the left, the radius point bears North 17 degrees , 14 minutes , 22 seconds East, with the following curve data:

Radius: Delta: Length: Tangent: Chord: 978.00 feet
13 degrees, 54 minutes , 20 seconds 237.36 feet
119.27 feet
South 79 degrees , 42 minutes , 48 seconds East - 236.78 feet to a 5/8 inch diameter iron rod with plastic cap set for non-tangent angle point corner of this tract;

South 79 degrees , 49 minutes , 24 seconds East - 100.72 feet (width varies) to a 5/8 inch diameter iron rod with plastic cap set for angle point corner of this tract;

South 86 degrees, 39 minutes , 58 seconds East - 200.18 feet (120.00 feet wide) to a 5/8 inch diameter iron rod with plastic cap set for point of curve of this tract;

Southeasterly along a tangent curve to the right (width varies), with the following curve data:

Radius: Delta: Length: Tangent: Chord: 4051.38 feet
5 degrees, 43 minutes , 48 seconds
405.17 feet
202.75 feet
South 83 degrees , 48 minutes, 4 seconds
East - 405.00 feet to a 5/8 inch diameter
iron rod with plastic cap set for point of
compound curve of this tract;

Southeasterly along a tangent curve to the right (100.00 feet wide from this point),
with the following curve data:

Radius: Delta: Length: Tangent: Chord: 2050.00 feet
29 degrees, 40 minutes , 12 seconds 1061.57
feet
542.97 feet
South 66 degrees , 6 minutes , 4 seconds
East - 1049.75 feet to a 5/8 inch diameter
iron rod with plastic cap set for point of
tangent corner of this tract;

South 51 degrees, 15 minutes, 58 seconds East - 766.60 feet to a 5/8 inch diameter iron
rod with plastic cap set for the Northeast corner of this tract;

THENCE; South 2 degrees, 58 minutes , 0 seconds West - 123.24 feet along the
Easterly terminus of this one-hundred foot wide strip of Land to a 5/8 inch diameter
iron rod with plastic cap set for the Southeast corner of this tract; Said corner being
the Northeast corner of a 130.000 acre tract of Land surveyed this day;

THENCE; Northwestery, along the Southerly line of this one-hundred foot wide
strip of Land with the Northerly line of said 130.000 acre tract with the following
courses and distances:

North 51 degrees , 15 minutes , 58 seconds West - 838.63 feet to a 5/8 inch diameter
iron rod with plastic cap set for point of curve of this tract;

Northwesterly, along a tangent curve to the left, with the following curve data:

Radius: 1950.00 feet
Delta: 29 degrees, 40 minutes , 12 seconds
Length: 1009.79 feet
Tangent: 516.49 feet
Chord: North 66 degrees , 6 minutes , 4 seconds West - 998.54 feet to a 5/8 inch diameter iron rod with plastic cap set for point of compound curve of this tract;

Northwesterly, along a tangent curve to the left (width varies from this point), with the following curve data:

Radius: Delta: Length: Tangent: Chord: 1200.14 feet
6 degrees, 52 minutes , 30 seconds
144.01 feet
72.09 feet
North 84 degrees , 22 minutes , 25 seconds West - 143.92 feet to a 5/8 inch diameter iron rod with plastic cap set for point of tangent corner of this tract;

North 87 degrees, 48 minutes, 40 seconds West - 300.95 feet to a 5/8 inch diameter iron rod with plastic cap set for angle point corner of this tract;

North 86 degrees , 39 minutes , 58 seconds West - 250.00 feet (width varies) to a 5/8 inch diameter iron rod with plastic cap set for point of curve of this tract;

Northwesterly, along a tangent curve to the right (132.00 feet wide), with the following curve data:

Radius: Delta: Length: Tangent: Chord: 1110.00 feet
12 degrees , 13 minutes , 29 seconds
236.83 feet
118.87 feet
North 80 degrees, 33 minutes , 14 seconds West - 236.38 feet to a 5/8 inch diameter iron rod with plastic

cap set for interior corner of this tract;

THENCE; South 55 degrees , 41 minutes , 38 seconds West - 63.14 feet, crossing into said call 266.75 acre tract along a cut-back corner to a 5/8 inch diameter iron rod with plastic cap set for the Southwest corner of this tract in the Easterly right-of-way line of said State Farm Market Highway No. 2977; Said corner being the Northwest corner of said 130.000 acre tract, bears North 3 degrees, 20 minutes , 2 seconds East - 6387.12 feet from a three- quarter inch diameter iron rod found for the Southeast corner of said call 1.175 acre tract and for the Northeast corner of the State of Texas call 0.072 acre tract of Land for road right-of- way (Part 1 - Volume 492, Page 262; Deed Records of Fort Bend County, Texas);

THENCE; North 3 degrees , 20 minutes , 2 seconds East - 237.14 feet crossing back into said call 628.44 acre tract and crossing said proposed extension of Koeblen Road along the Easterly line of said call 1.175 acre tract being along the Easterly right-of-way line of said State Farm Market Highway No. 2977 to the **PLACE OF BEGINNING** and containing 6.997 acres

CERTIFICATE FOR PETITION

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

I, the undersigned Superintendent of the Lamar Consolidated Independent School District, hereby certify as follows:

1. The Board of Trustees of Lamar Consolidated Independent School District convened in regular session on the 16th day of May, 2019, at the regular meeting place inside the boundaries of the District, and there was a quorum present of the duly constituted officers and members of the Board, whereupon, among other business, the following was transacted at the meeting: a written

PETITION REQUESTING EXPANSION OF EXTRATERRITORIAL JURISDICTION BY
THE CITY OF ROSENBERG, TEXAS

was introduced for the consideration of the Board. It was then duly moved and seconded that the Petition be adopted; and, after due discussion, the motion, carrying with it the adoption of the Petition, prevailed.

2. That a true, full and correct copy of the aforesaid Petition which was adopted at the meeting described above is attached to and follows this certificate; that the Petition has been duly recorded in the Board’s minutes of the meeting; that each of the officers and members of the Board was duly and sufficiently notified in advance, of the time, place and purpose of the aforesaid meeting, and that the Petition would be introduced and considered for adoption at the meeting; that the meeting was open to the public as required by law; and that public notice of the time, place and subject of the meeting was given as required by Texas law, and that the President of the Board of Trustees who signed said Petition was duly authorized by the Board to sign same.

SIGNED AND SEALED on the 16th day of May, 2019.

Thomas Randle, Superintendent

PETITION REQUESTING EXPANSION OF EXTRA TERRITORIAL JURISDICTION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF ROSENBERG,
TEXAS:

Lamar Consolidated Independent School District (the "District"), a body politic and corporate and a political subdivision of the State of Texas (herein, "Petitioner"), the owner of all of the land described in the exhibit attached hereto as **Exhibit A** and incorporated herein for all purposes (the "Land"), hereby petitions and requests the City of Rosenberg, Texas (the "City"), to expand the City's extraterritorial jurisdiction ("ETJ") to include all of the Land, and would show the following:

I.

Petitioner is the owner of title to all of the Land, as shown by the tax rolls of Fort Bend County, Texas. Petitioner is a tax-exempt entity under Texas law, and plans to build educational facilities and roadway improvements on the Land.

II.

The Land was included in the existing ETJ of the Town of Thompsons but the Town of Thompsons ETJ has released the Land. The Land is contiguous to the existing ETJ of the City.

III.

This Petition and request is made pursuant to the provisions of Section 42.022, Texas Local Government Code, whereby Petitioner is asking the City to expand its ETJ as the City has been provided proof that Thompsons has released the Land from its ETJ.

IV.

Petitioner believes that it will be in the best interests of Petitioner and City, and will benefit the Land and City, especially since the Land and use of the Land for educational facilities and roadway improvements is exempt from any taxes levied by any governmental entity. The Land is located immediately adjacent to land currently in the ETJ of the City of Rosenberg, Texas. The Land is currently without water, sanitary sewer and drainage services, and roadway improvements, but Petitioner also has petitioned the City of Rosenberg to consent to the annexation of the Land into Fort Bend County Municipal Utility District No. 162 (the "District"). The District has available water, sanitary sewer and drainage facilities to serve the Land, and has accepted Petitioner's petition to annex the Land into the District. Time is of the essence as Petitioner is

proceeding with plans to build educational facilities and roadway improvements, which are needed to meet the needs of Petitioner.

WHEREFORE, Petitioner prays that this petition be properly filed, and that it be heard by the governing body of City and that the governing body of City duly pass and adopt a resolution or ordinance expanding the City's ETJ to include all of the Land in its ETJ.

RESPECTFULLY EXECUTED this 16th day of May, 2019.

LAMAR CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT

President, Board of Trustees

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 16th day of May, 2019, by _____, as President of the Board of Trustees of **Lamar Consolidated Independent School District**, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public, State of Texas

Attachment:
Exhibit A: Description of the Land

ORDER EXPANDING THE CITY OF ROSENBERG'S EXTRATERRITORIAL JURISDICTION
UPON REQUEST OF OWNERS OF TERRITORY

WHEREAS, pursuant to Section 42.022 of the Texas Local Government Code, Lamar Consolidated Independent School District (the "Petitioner"), has presented to the City of Rosenberg, Texas (the "City"), a petition requesting that the City extend and expand its extraterritorial jurisdiction to include all of the territory described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Territory"); and

WHEREAS, the City has reviewed the petition and has determined that the facts therein stated are true and correct; that the Petitioner is the owner of all the Territory; that the Territory is wholly contiguous to the existing extraterritorial jurisdiction of the City; and that no portion of the Territory is in any other City's extraterritorial jurisdiction; and

WHEREAS, the City has determined that it will be in the best interests of the City and the Petitioner, and will benefit the Territory if the City extends and expands its extraterritorial jurisdiction to include all of the Territory;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS:

Section 1: All of the facts and recitals set forth in the preamble of this Order are hereby found and determined to be true and correct.

Section 2: The City of Rosenberg, Texas, hereby extends and expands its extraterritorial jurisdiction to include all of the Territory.

Section 3: The City Secretary is hereby directed to file with the County Clerk of Fort Bend County, Texas, a certified copy of this Order.

Section 4: The City Secretary shall note the date of introduction and the passage of this Order in the minutes of the meeting. This Order shall become effective immediately upon the date of its final passage.

PASSED AND APPROVED this ___ day of _____, 2019.

By: _____
William T. Benton, Mayor
City of Rosenberg, Texas

ATTEST:

By: _____
Danyel Swint, City Secretary
City of Rosenberg, Texas

CERTIFICATE OF AUTHORITY

I, the undersigned, hereby certify that:

1. _____ is the President of the Board of Trustees of LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas ("LCISD");
2. In such capacity he executed the Petition for Consent to Annex Land into Fort Bend County Municipal Utility District No. 162 (the "District"); and
3. He is authorized by the Board of Trustees of LCISD to execute any and all documents needed by the City of Rosenberg, Texas, the Texas Commission on Environmental Quality and the Attorney General of Texas in connection with the annexation of land into the District, including, but not limited to, the Petition.

WITNESS MY HAND this 16th day of May, 2019.

LAMAR CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT

President, Board of Trustees

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 16th day of May, 2019, by _____, as President of the Board of Trustees of **Lamar Consolidated Independent School District**, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public, State of Texas

PETITION FOR CONSENT TO ANNEX LAND INTO
FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 162

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF ROSENBERG,
TEXAS:

The undersigned, FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 162 (the "District"), and LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas (the "Petitioner"), acting pursuant to the provisions of Chapter 49, Texas Water Code, particularly Section 49.301 of that Code, together with all amendments and additions thereto, respectfully petition the City Council of the CITY OF ROSENBERG, TEXAS (the "City"), for its written consent to the annexation by the District of the 6.997 acre tract of land described by metes and bounds in **Exhibit A** (the "Land"), which is attached hereto and incorporated herein for all purposes. In support of this petition, the undersigned would show the following:

I

The District is a municipal utility district duly created under the laws of the State of Texas on August 31, 2005. The District was created and organized under the terms and provisions of Article XVI, Section 59, of the Constitution of Texas, and is governed by the provisions of Chapters 49 and 54, Texas Water Code.

II

The Petitioner holds fee simple title to the Land.

III

The Petitioner represents that there are no lienholders on the Land.

IV

The Land is situated wholly within Fort Bend County, Texas. No part of the Land is within the limits of any incorporated city, town or village, and no part of the Land is within the extraterritorial jurisdiction (as such term is defined in Local Government Code Section 42.001 et seq., as amended) of any city, town or village except the City. All of the Land may properly be annexed into the District.

V

The general nature of the work to be done within the Land is the construction, acquisition, maintenance and operation of a waterworks and sanitary sewer system, a drainage and storm sewer system, and parks and recreational facilities.

VI

There is, for the following reasons, a necessity for the above-described work. The Land, which will be developed for educational purposes, is urban in nature, is within the growing environs of the City, is in close proximity to populous and developed sections of Fort Bend County, and within the immediate future will experience a substantial and sustained residential and commercial growth. There is not now available within the Land an adequate waterworks and sanitary sewer system, an adequate drainage system, nor parks or recreational facilities, and it is not presently economically feasible for the Land to provide for such systems and facilities itself. Because the health and welfare of the present and future inhabitants of the Land and of lands adjacent thereto require the construction, acquisition, maintenance and operation of an adequate waterworks and sanitary sewer system, a drainage and storm sewer system, and parks and recreational facilities, a public necessity exists for the annexation of the Land into the District, to provide for the purchase, construction, extension, improvement, maintenance and operation of such waterworks and sanitary sewer system, such drainage and storm sewer system, and such parks and recreational facilities, so as to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VII

The undersigned estimate, from such information as they have at this time, that there will be no additional bonds required to be issued to serve the Land, since the Petitioner will pay a tap fee to the District in an amount equal to the cost of service.

VIII

The Petitioner requests that the City Council grant its consent for the inclusion of the Land in a municipal utility district under the conditions set forth in City of Rosenberg Code of Ordinances and Article V, Division 2, Section 29-240, et seq., as applicable and as amended.

WHEREFORE, the undersigned respectfully pray that this petition be heard and granted in all respects and that the City give its written consent to the annexation of the Land into the District.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED on this ____ day of _____, 2019.

**FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 162**

By: _____

Name: _____

Title: _____

ATTEST:

(SEAL)

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2019, by _____, as _____, and _____, as _____, of the Board of Directors of FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 162, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public, State of Texas

(NOTARY SEAL)

**LAMAR CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT, a political subdivision
of the State of Texas**

By: _____

President, Board of Trustees

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on this ____ day of _____, 2019, by _____, President of the Board of Trustees of LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)

Notary Public, State of Texas

Attachment:
Exhibit A: Description of the Land

CERTIFICATE

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

I, the undersigned Secretary of the Board of Directors of Fort Bend County Municipal Utility District No. 162, do hereby certify that the attached and foregoing is a true and correct copy of the Petition For Consent To Annex Land Into Fort Bend County Municipal Utility District No. 162 that was filed with the Board of Directors of the District on this ____ day of _____, 2018.

WITNESS MY HAND AND SEAL OF SAID DISTRICT on this ____ day of _____, 2019.

**FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 162**

By: _____
Secretary, Board of Directors

(SEAL)

CERTIFICATE FOR PETITION

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

I, the undersigned Superintendent of the Lamar Consolidated Independent School District, hereby certify as follows:

1. The Board of Trustees of Lamar Consolidated Independent School District convened in regular session on the 16th day of May, 2019, at the regular meeting place inside the boundaries of the District, and there was a quorum present of the duly constituted officers and members of the Board, whereupon, among other business, the following was transacted at the meeting: a written

PETITION REQUESTING RELEASE OF EXTRATERRITORIAL JURISDICTION FROM
THE TOWN OF THOMPSONS, TEXAS

was introduced for the consideration of the Board. It was then duly moved and seconded that the Petition be adopted; and, after due discussion, the motion, carrying with it the adoption of the Petition, prevailed.

2. That a true, full and correct copy of the aforesaid Petition which was adopted at the meeting described above is attached to and follows this certificate; that the Petition has been duly recorded in the Board’s minutes of the meeting; that each of the officers and members of the Board was duly and sufficiently notified in advance, of the time, place and purpose of the aforesaid meeting, and that the Petition would be introduced and considered for adoption at the meeting; that the meeting was open to the public as required by law; and that public notice of the time, place and subject of the meeting was given as required by Texas law, and that the President of the Board of Trustees who signed said Petition was duly authorized by the Board to sign same.

SIGNED AND SEALED on the 16th day of May, 2019.

Thomas Randle, Superintendent

PETITION REQUESTING RELEASE OF EXTRA TERRITORIAL JURISDICTION

TO THE HONORABLE MAYOR AND ALDERMEN OF THE TOWN OF THOMPSONS,
TEXAS:

Lamar Consolidated Independent School District (the "District"), a body politic and corporate and a political subdivision of the State of Texas (herein, "Petitioner"), the owner of all of the land described in the exhibit attached hereto as **Exhibit A** and incorporated herein for all purposes (the "Land"), hereby petitions and requests the Town of Thompsons, Texas ("Thompsons"), to reduce Thompsons's extraterritorial jurisdiction ("ETJ") to exclude all of the Land, and would show the following:

I.

Petitioner is the owner of title to all of the Land, as shown by the tax rolls of Fort Bend County, Texas. Petitioner is a tax-exempt entity under Texas law, and plans to build educational facilities and roadway improvements on the Land.

II.

The Land is included in the existing extraterritorial jurisdiction of Thompsons and none of the Land is located within any other existing extraterritorial jurisdiction.

III.

This Petition and request is made pursuant to the provisions of Section 42.023, Texas Local Government Code, whereby Petitioner is asking Thompsons to reduce its ETJ by giving the consent of its governing body.

IV.

Petitioner believes that it will be in the best interests of Petitioner and Thompsons, and will benefit the Land and Thompsons, especially since the Land and use of the Land for educational facilities and roadway improvements is exempt from any taxes levied by any governmental entity. The Land is located immediately adjacent to land currently in the ETJ of the City of Rosenberg, Texas. The Land is currently without water, sanitary sewer and drainage services, and roadway improvements, but Petitioner has petitioned the City of Rosenberg to consent to the annexation of the Land into Fort Bend County Municipal Utility District No. 162 (the "District"). The District has available water, sanitary sewer and drainage facilities to serve the Land and has accepted Petitioner's petition to annex the Land into the District. Time is of the essence as Petitioner is

proceeding with plans to build educational facilities and roadway improvements which are needed to meet the needs of Petitioner.

WHEREFORE, Petitioner prays that this petition be properly filed, and that it be heard by the governing body of Thompsons and that the governing body of Thompsons duly pass and adopt a resolution reducing Thompsons ETJ to exclude all of the Land from its ETJ.

RESPECTFULLY EXECUTED this 16th day of May, 2019.

LAMAR CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT

President, Board of Trustees

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 6th day of May, 2019, by _____, as President of the Board of Trustees of **Lamar Consolidated Independent School District**, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public, State of Texas

Attachment:
Exhibit A: Description of the Land

PETITION FOR ADDITION OF CERTAIN LAND TO
FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 162

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

TO: THE BOARD OF DIRECTORS OF FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 162:

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (the "Petitioner"), acting pursuant to the provisions of Chapter 49, Texas Water Code, particularly Section 49.301, petitions this Honorable Board to add the approximately 7 acres of land described by metes and bounds in **Exhibit A** (the "Land"), attached hereto and incorporated herein for all purposes, to Fort Bend County Municipal Utility District No. 162 (the "District"), and in support of this petition the Petitioner represents, covenants, and agrees as follows:

Section 1: The Land lies entirely within Fort Bend County, Texas, and is accurately described by metes and bounds in **Exhibit A**.

Section 2: The Petitioner holds fee simple title to and full ownership of all the Land.

Section 3: All of the Land is within the exclusive extraterritorial jurisdiction (as such term is defined in Chapter 42, Texas Local Government Code, as amended) of the City of Rosenberg, Texas. No part of the Land is within the limits of any incorporated city, town, or village.

Section 4: The addition of the Land to the District is feasible and practical and will be to the advantage of and a benefit to the District and the water supply, sanitary sewer, and drainage systems and other improvements of the District are sufficient or will be sufficient to supply the added Land without injuring the land already within the District.

Section 5: The Petitioner acknowledges, consents to, and affirmatively requests the assumption by the Land, and all improvements thereon presently existing or to be constructed hereafter, of a pro rata share of all present and future obligations of the District, and of the taxes levied or hereafter to be levied by the District. Without limiting the generality of the foregoing, the Petitioner hereby agrees that the Land, and all improvements thereon presently existing or to be constructed hereafter, hereby assumes its share of liability for the payment of any and all bonds or other obligations of the

District, (i) that are currently outstanding or hereafter issued; and (ii) that are currently or hereafter voted but unissued. This petition shall further be considered as consent and authorization of the Petitioner, its successors and assigns, for all the Land and all improvements now existing or to be constructed thereon, to be taxed uniformly and equally on an ad valorem basis with all other taxable property within the District for: (1) the payment of principal of and interest on any and all of the District's outstanding unlimited tax bonds and unlimited tax refunding bonds; (2) the payment of principal of and interest on any and all of the District's unissued bonds that have been or may hereafter be authorized by the voters; (3) a maintenance tax not to exceed the amount per \$100 of assessed valuation that has been heretofore authorized by the voters or as may hereafter be authorized by the voters; and (4) all other purposes for which the District may lawfully levy taxes. The Petitioner hereby notifies the District that under State law, it is exempt from taxation.

Section 6: The Petitioner hereby certifies that there are no qualified voters residing on the Land.

Section 7: The Petitioner hereby certifies that there are no holders of liens on the Land.

WHEREFORE, the Petitioner prays that this Petition be granted; that the Land be added to and become a part of the District; and that this Petition, if granted, be filed for record and be recorded in the Official Records of Fort Bend County, Texas, and filed with the Texas Commission on Environmental Quality.

[EXECUTION PAGE FOLLOWS]

RESPECTFULLY SUBMITTED on this ____ day of _____, 2019.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: _____

President, Board of Trustees

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND. §

This instrument was acknowledged before me on this ____ day of _____, 2018, by _____, President of the Board of Trustees of LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, on behalf of said school district.

Notary Public in and for the State of Texas

(NOTARY SEAL)

Attachment:
Exhibit A: Description of the Land

After recording, return to: Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027, Attn: Yvonne Onak.

SECRETARY'S CERTIFICATE

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

I, the undersigned Secretary of the Board of Directors of Fort Bend County Municipal Utility District No. 162, do hereby certify that the attached and foregoing is a true and correct copy of the Petition For Addition Of Certain Land to Fort Bend County Municipal Utility District No. 162 that was filed with the Board of Directors of the District on this ____ day of _____, 2019.

WITNESS MY HAND AND SEAL OF SAID DISTRICT on this ____ day of _____, 2019.

By: _____
Secretary, Board of Directors

(SEAL)

**CONSIDER APPROVAL OF TEXAS ACCESSIBILITY STANDARDS REVIEW AND
INSPECTION FOR THE DEVELOPMENT CENTER RENOVATIONS PROJECT**

RECOMMENDATION:

That the Board of Trustees approve Winning Way Services for Texas Accessibility Standards (TAS) Review and Inspection for the Development Center renovations project in the amount of \$1,450 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Texas Accessibility Standards (TAS) Review and Inspection is a professional service that the District must contract directly. This project will be funded with available funds from the 2014 Bond Referendum.

PROGRAM DESCRIPTION:

TAS Review and Inspection is required to verify the plans comply with Texas Accessibility Standards.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities and Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Thomas Randle
Superintendent



P.O. BOX 750953
HOUSTON, TEXAS 77275

OFFICE 281-922-0700
PAGER 281-278-1833
TOLL FREE 1-866-922-7260
E-MAIL bill@winningway.net

**PLAN REVIEWS – INSPECTIONS
BUILDING CODE – ACCESSIBILITY – ENERGY – FIRE**

May 2, 2019

Lamar Consolidated Independent School District
3911 Ave I
Rosenberg, Texas 77471

Attention: Mr. Kevin McKeever
Lamar Consolidated ISD

Project: Lamar Consolidated Independent School District
Development Center Renovation
930 E Stadium
Rosenberg, Fort Bend County, Texas

Regarding: Proposal – Renovate Development Center
TAS Plan Review and Inspection

Dear Mr. Kevin McKeever,

I am pleased to submit this proposal for a code compliance review and report of the above referenced project. *Winning Way Services, Inc.* (hereinafter “Consultant”) shall provide to *Lamar Consolidated School District* (hereinafter “Client”) the services described below, under the terms and qualifications described below, for the compensation described below...

SCOPE OF SERVICES:

The Consultant shall perform the following services:

The plan review shall examine compliance conditions for the Texas Accessibility Standards. The review will be completed to ensure substantial compliance with the codes referenced.

The Consultant will prepare a written report identifying conditions observed to not be in substantial compliance with the codes mentioned above, listing discrepancies, missing information, partial information, and non-compliance to the code referenced.

The Texas Accessibility Standards Plan Review will follow the prescribed standards as set forth for, Registered Accessibility Specialists, licensed by the Texas Department of Licensing and Regulations, and conducted by a Registered Accessibility Specialist, using the 2012 Texas Accessibility Standards.

The completion of the code reviews will be as mutually agreed by all parties and will be dependent on submission of 100% plan sets with specifications, and addenda as issued by the design professionals.

COMPENSATION:

The scope of work described above will be performed for the following fee, subject to the terms and qualifications of this proposal:

Lamar Consolidated ISD
Development Center Renovation

TAS – Plan Review	\$ 600.00
TAS – Site Inspection	\$ 675.00
TDLR Fee	\$ 175.00
Total	\$1,450.00

TERMS AND QUALIFICATIONS:

Receipt of a fully executed copy of this proposal will be sufficient for initiating the work, provided all required plans and related documents are submitted. A signature block has been provided for the purpose of accepting this proposal in its entirety. This proposal becomes the agreement between us.

Invoicing will be submitted on or about the 1st of each month corresponding to the portion of work completed. All invoices will be due upon receipt. Timely payment of invoices is critical for the successful completion of the work. The Consultant reserves the right to stop all work should invoices not be paid timely. Invoices, which are unpaid after 15 days from the invoice date, are subject to an interest charge on professional services not to exceed the maximum non-usurious interest rate plus attorney’s fees and collection expenses.

Any and all information, reports, drawings, specifications and other documents, including those in electronic form, that have been developed by the Consultant and the Consultant’s consultants are Instruments of Service for use solely with this project. Unless final payment has been received for all work performed, use of any portion of the work for any purpose is expressly prohibited unless written permission has been received from the Consultant.

The Client acknowledges that the requirements of the various codes used in the review of this project will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use his reasonable professional efforts and judgment to interpret the applicable requirements of such codes as they apply to the project. The Client acknowledges that the Consultant’s scope of work does not include any services related to the presence of hazardous or toxic materials.

Proposal - Lamar Consolidated ISD
Development Center Renovation
May 2, 2019
Page 3 of 4

The Consultant in connection with the services requested or performed herein is that the Consultant will use that degree of care and skill ordinarily exercised under similar conditions by average members of our profession practicing in the same or similar locality.

The Client shall be solely responsible for the accuracy and sufficiency of all documents submitted to the Consultant for use on this project including but not limited to the construction documents, specifications, as-built drawings, surveys, soils reports, cut sheets, etc.

The Client shall keep the Consultant apprised of all project information.

In the event of disputes, both parties agree to mediation, which shall take place in Houston.

The Client acknowledges that he has had the opportunity to consult an attorney regarding the contents of this proposal.

The provisions of this agreement are not to be construed more strictly against the Consultant that drafted this proposal than the Client.

Either party may terminate this agreement for any reason upon five (5) days written notice. The Consultant shall be paid for any and all work to date of termination

In executing and entering into this agreement, neither the Client nor his attorney has relied on any statement or representation pertaining to this agreement (outside this written agreement) made by the Consultant or anyone representing the Consultant.

This proposal contains the entire agreement between the Consultant and the Client and both the Consultant and the Client acknowledge that they have carefully read the contents and understand their meaning and effect.

This agreement is made in Harris County, Texas and construed and interpreted in Texas law.

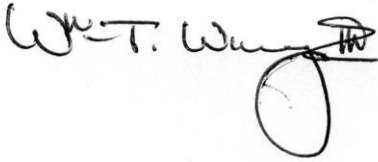
This proposal does not include the securing of any approvals and permits or any fees associated with City / County approvals and permits.

This proposal is valid for fourteen (14) days. If not accepted within fourteen days, the Consultant reserves the right to modify this proposal.

I have assembled this proposal based on my understanding of your specific needs related to this project. I am extremely interested in working with you on this project and look forward to hearing back from you.

Proposal - Lamar Consolidated ISD
Development Center Renovation
May 2, 2019
Page 4 of 4

Respectfully,



William T. Winning III – CBO
WINNING WAY SERVICES, INC.
Cc: File

ACCEPTANCE:

This proposal is accepted and agreed to by Lamar Consolidated ISD subject to the terms and qualifications contained herein.

Signature

Date

Name

Witness

Title

CC:

**CONSIDER APPROVAL OF PROFESSIONAL TOPOGRAPHIC SURVEYING FOR
TRANSPORTATION FUEL TANK AND FUEL ISLAND**

RECOMMENDATION:

That the Board of Trustees approve Charlie Kalkomey Surveying, Inc. A Jones & Carter Company for professional topographic surveying transportation fuel tank and fuel Island in the amount of \$4,200 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Professional topographic surveying is a professional services that the District must contract directly. These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Upon approval, Charlie Kalkomey Surveying, Inc. will provide the topographic survey information needed for the design of transportation fuel tank and fuel island.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities and Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Thomas Randle
Superintendent

CHARLIE KALKOMEY SURVEYING, INC.

A JONES & CARTER COMPANY

1229 CORPORATE DRIVE, SUITE 100

ROSENBERG, TEXAS 77471

281 342-2033

Texas Board of Professional Land Surveying Registration No. 10046104

May 3, 2019

Mr. Kevin McKeever
mckeever@lcisd.org

Re: Cost Estimate and Contract
Topographic Survey services of the Fuel Tank Storage area
Lamar Consolidated High School Campus
J. W. Moore Survey, Abstract 61
City of Rosenberg, Fort Bend County, Texas

Mr. McKeever,

Thank you for considering this proposal for surveying services of the above referenced site. It is our understanding the District requires a topographic survey on a portion of the Maintenance and Operations Facility at the L.C.H.S. campus on Avenue I and East Stadium Drive, per the attached exhibit. We understand the architect for this project needs the location of underground utilities, specific details of the fuel tank area and canopy, general details of the surrounding area, and research for boundary lines and easements.

Scope of Services

I. Topographic Survey

We will perform an on-the-ground topographic survey of the Project Site as indicated by the yellow outline in the attached exhibit provided us by Vanir | Rice & Gardner. We will survey in the location of the buildings within the Project Site, finish floor elevations at all doorways, and ground elevations at a grid interval of 20-feet in areas in and around the existing Fuel Canopy, and approximately 25-feet to 50-feet intervals in other areas, as accessible. Additionally we will locate visible utilities based upon available above-ground evidence and markings from an underground locating service, and the inverts and flowlines of all drainage facilities within the Project Site. We will utilize an Abstracting service to research ownership deeds for the subject site and any recorded easements.

The final product will be an electronic file in AutoCAD format that can be provided to the District's architect.

Project Fee

I.	Topographic Survey	\$2,200.00
II.	Underground Locating Service (subcontractor)	\$1,500.00
III.	Abstracting Service	\$500.00

The total fee for these services is \$4,200.00.

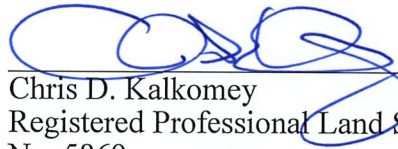
This fee includes costs for an underground locating service and an abstracting/deed research service.

This fee is based upon the District providing us full access throughout the Project Site.

This contract is subject to the terms of the attached General Conditions Agreement.

Again, thank you for considering this proposal. If these terms are agreeable, please indicate by signing in the space provided below and returning this contract. We look forward to working with you on this project.

Sincerely,



Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869

CDK/mon
E:\Surveying\proposals\LCISD Fuel Tank Storage.doc
Enclosures

Accepted By: (Signature)
(Party liable for payment)

Date

Name (Printed)

Title

AUTHORIZATION FOR WORK TO PROCEED

Signing of this PROPOSAL/AGREEMENT for services shall be authorization by the CLIENT for Jones & Carter, Inc. (JC) to proceed with the work, unless stated otherwise in the AGREEMENT.

STANDARD OF PRACTICE

Services performed by JC under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the surveying profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, etc., prepared by JC.

BILLING AND PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay JC for services performed in accordance with the rates and charges set forth herein. Invoices shall be submitted by JC on a monthly basis and the full amount shall be due and payable to JC upon receipt. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall notify JC in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute.

The CLIENT shall pay an additional charge of 0.75% of the invoiced amount per month for any payment received by JC more than thirty (30) days from receipt of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of the CLIENT. Payment thereafter shall be first applied to accrued interest and then to the principal unpaid amount.

OWNERSHIP/REUSE OF DOCUMENTS

All documents, including original drawings, field notes, and data provided or furnished by JC pursuant to this AGREEMENT are instruments of service in respect to the Project and JC shall retain ownership and property interest therein whether or not the project is completed. The CLIENT may make and retain copies for the use of the Project by the CLIENT and others; however, such documents are not intended or suitable for reuse by the CLIENT or others on extensions of the Project or on any other Project. Any such reuse without written approval or adaptation by JC for the specific purpose intended shall be at the CLIENT'S sole risk and without liability to JC, and the CLIENT shall indemnify and hold harmless JC from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

INSURANCE

JC agrees to maintain Workers' Compensation Insurance to cover all of its own personnel engaged in performing services for the CLIENT under this AGREEMENT.

LIMITATION OF LIABILITY

JC agrees to carry out and perform the services herein agreed to in a professional and competent manner. The CLIENT agrees that JC shall not be liable for error, omission, or breach of warranty (either expressed or implied) in the preparation of drawings, preparation of surveys, or the performance of any other services in connection with any assignment for which specific authorization is given by CLIENT under this agreement, except to the extent that he fails to exercise the usual degree of care and judgment of an ordinarily prudent surveyor in the same or similar circumstances or conditions.

In order for the CLIENT to obtain the benefit of a fee which includes a lesser allowance for risk funding, the CLIENT agrees to limit JC's liability arising from JC's professional acts, errors or omissions, such that the total aggregate liability of JC shall not exceed JC's total fee for the services rendered on this project.

INDEMNIFICATION

JC agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by JC's negligent acts, errors, or omissions in the performance of professional services under this AGREEMENT including anyone for whom JC is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold JC harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors, or omissions and those of his or her contractors, subcontractors or consultants, or anyone for whom the CLIENT is legally liable, and arising from the Project that is the subject of this AGREEMENT.

JC is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

CONSEQUENTIAL DAMAGES

The CLIENT shall not be liable to JC and JC shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or JC employees, agents, or subcontractors. Consequential Damages include, but are not limited to, loss of use and loss of profit.

TERMINATION

This AGREEMENT may be terminated with or without cause at any time prior to completion of JC's services either by the CLIENT or by JC, upon seven (7) days written notice to the other at the address of record.

Termination shall release each part from all obligation of this AGREEMENT except compensation payable to JC for services rendered prior to Termination. Compensation payable at termination shall include payment for services rendered and costs incurred up to the termination date in accordance with JC's currently effective hourly rate schedule and direct expense reimbursement policy.

SUCCESSORS AND ASSIGNS

CLIENT and JC each binds himself, and his partners, successors, executors, administrators, and assigns to the other party of this AGREEMENT and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this AGREEMENT. Neither CLIENT nor JC shall assign, sublet, or transfer his interest in this AGREEMENT, without written consent of the other. Nothing contained herein shall be construed as giving any rights or benefits hereunder to anyone other than the CLIENT and JC.

SEVERABILITY

Any provision or part of the AGREEMENT held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CLIENT and JC, who agree that the AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SPECIAL PROVISIONS

The amount of an excise, VAT, gross receipts, or sales tax that may be imposed shall be added to the compensation as stated in the proposal.

CONTROLLING LAW

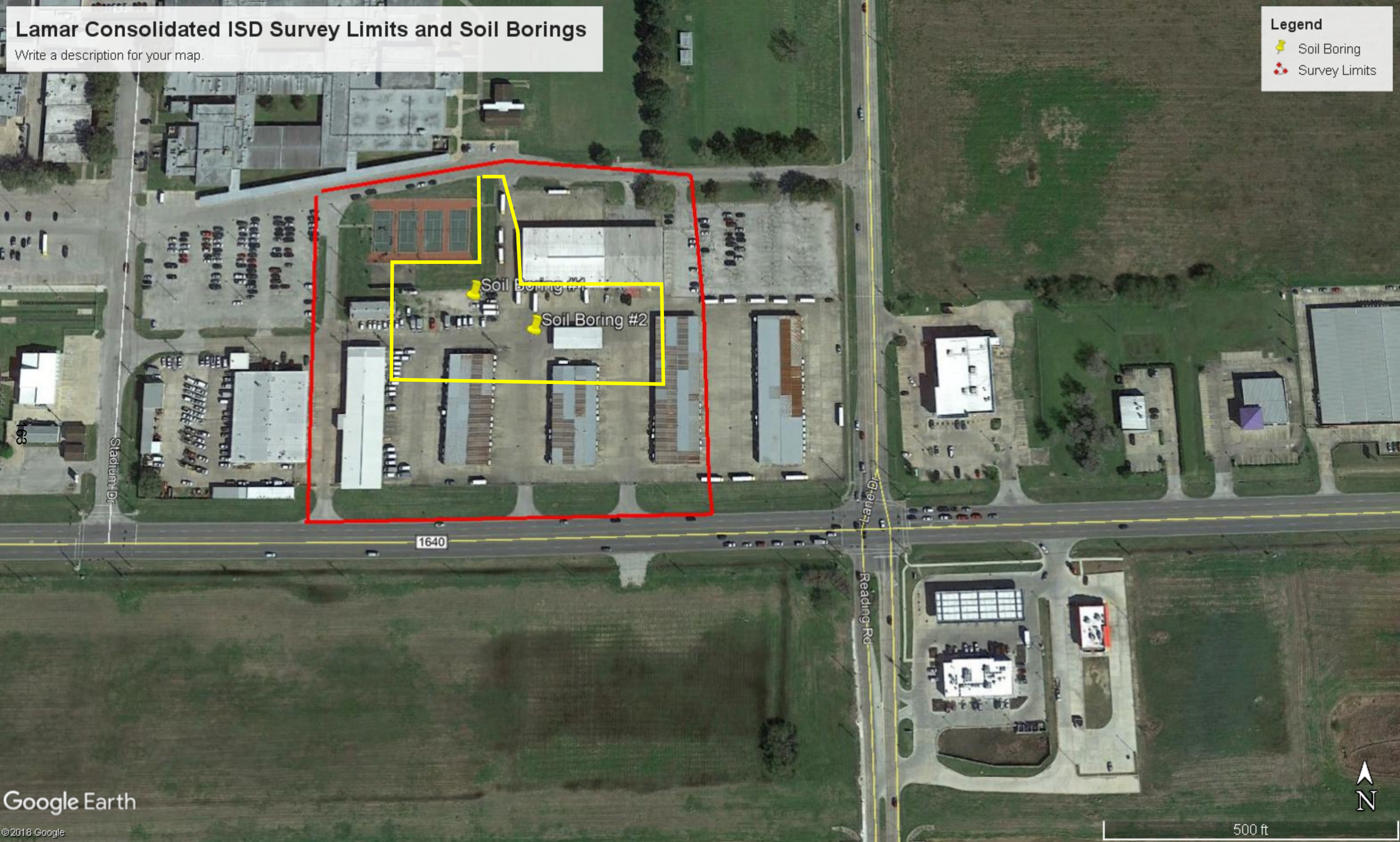
This AGREEMENT shall be governed by the laws of the State of Texas.

Lamar Consolidated ISD Survey Limits and Soil Borings

Write a description for your map.

Legend

- Soil Boring
- Survey Limits



**CONSIDER APPROVAL OF GEOTECHNICAL STUDY FOR
TRANSPORTATION UNDERGROUND FUEL TANK STORAGE**

RECOMMENDATION:

That the Board of Trustees approve Terracon for the geotechnical study for transportation underground fuel tank storage in the amount of \$3,700 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Geotechnical engineering services are a professional service that the District must contract directly. These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Geotechnical engineering services will generate reports that provide design criteria the architect needs to complete the construction specifications. These reports are crucial in the design and construction of transportations underground fuel tank storage.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
 Kevin McKeever, Executive Director of Facilities and Planning
 Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent



April 8, 2019

Lamar Consolidated Independent School District (LCISD)
3911 Avenue I
Ridgeland, Mississippi 39157

Attn: Mr. Kevin McKeever
Executive Director of Facilities & Planning

Re: Cost Estimate for Geotechnical Engineering Services
LCISD Fuel Tank Storage
4606 Mustang Avenue
Rosenberg, Texas
Terracon Document No. P92195175

Dear Mr. McKeever:

Terracon Consultants, Inc. (Terracon) understands that we have been selected based on qualifications to provide Geotechnical Engineering Services for the above referenced project. This document outlines our understanding of the scope of services to be performed by Terracon for this project and provides an estimate of the cost of our services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule


Our base fee to perform the scope of services described in this proposal is **\$3,700**. See Exhibit C for more details of our fees and consideration of additional services.


Your authorization for Terracon to proceed in accordance with this document can be issued by signing and returning a copy of the attached Agreement for Services to our office. If you have any questions, please do not hesitate to contact us.


Sincerely,

Terracon Consultants, Inc.

(Texas Registration No. F-3272)


Kordell J. Knowles
Staff Geotechnical Professional


Andrew J. Muras, P.E.
Project Engineer


Brian C. Ridley, P.E.
Senior Project Manager

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated ISD ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the LCISD Fuel Tank Storage project ("Project"), as described in Consultant's Proposal dated 04/07/2019 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**
By:  Date: **4/8/2019**
Name/Title: **Andrew J Muras / Project Engineer**
Address: **11555 Clay Rd, Ste 100**
Houston, TX 77043-1239
Phone: **(713) 690-8989** Fax: **(713) 690-8787**
Email: **Andrew.Muras@terracon.com**

Client: **Lamar Consolidated ISD**
By: _____ Date: _____
Name/Title: _____
Address: _____
Phone: _____ Fax: _____
Email: _____

EXHIBIT A - PROJECT UNDERSTANDING

Our scope of work is based on our understanding of the project as described to us by Rice & Gardner. We have not visited the project site to confirm the information provided. Aspects of the project that are undefined or assumed are highlighted as shown below. We request the design team provide input to verify this information prior to our initiation of field exploration activities.

Site Location

Item	Description
Parcel information	The project site is located within the existing Lamar Consolidated Independent support services facility at 4606 Mustang Avenue in Rosenberg, Texas
Existing conditions ¹	We understand the site is occupied by a school bus parking lot with several canopies and single story buildings at the time of this cost estimate.
Current ground cover	Concrete.
Site access	We expect the site and exploration locations are accessible with our truck-mounted drilling equipment during normal business hours.

¹. We understand that the existing pavement is planned to be demolished and removed to facilitate the construction of the proposed fuel tank storage.

Planned Construction

Item	Description
Proposed improvements ¹	<ul style="list-style-type: none"> ■ A fuel station canopy structure with a footprint area of about 3,500 square feet. ■ Associated above ground fuel tanks. ■ Adjacent surface pavements.
Finished floor elevation	Within approximately one to two feet above existing grade.
Maximum loads	■ Column loads: 50 to 75 kips.
Planned foundation system	<ul style="list-style-type: none"> ■ Fuel station canopy structure: drilled-and-underreamed footings. ■ Fuel tank: Shallow isolated thickened slab or shallow spread/strip footings.

¹. In addition, a site plan showing the layout and footprint of the proposed fuel tank storage was not available at the time of this cost estimate. Once this information becomes available, Terracon should be provided with a copy of the site plan to review the appropriateness of our scope of services.

EXHIBIT B - SCOPE OF SERVICES

Our proposed scope of services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

As requested, the field exploration program consists of the following:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location
2	20	Fuel station canopy and fuel tank area areas

¹: Below existing grade.

Boring Layout and Elevations: We use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-25 feet. Field measurements from existing site features are also utilized. If available, approximate elevations are obtained by interpolation from a site specific, surveyed topographic map.

Subsurface Exploration Procedures: We advance soil borings with a truck-mounted drilling equipment using solid stem continuous flight augers. Samples are obtained at 2-foot intervals in the upper 12 feet of each boring and at intervals of 5 feet thereafter. Soil samples are generally recovered using open-tube samplers. Hand penetrometer tests are performed on samples of cohesive soils to serve as a general measure of consistency. Granular soils and soils for which good quality open-tube samples could not be recovered are generally sampled by means of the Standard Penetration Test (SPT).

The samples are placed in appropriate containers, taken to our soil laboratory for testing, and classified by a geotechnical engineer. In addition, we observe and record groundwater levels during drilling and sampling.

Our exploration team prepares field boring logs as part of standard drilling operations. Field boring logs also include sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the geotechnical engineer's interpretation and include modifications based on observations and laboratory tests.

Property Disturbance: We will core and remove the existing pavement at the proposed boring locations to help access the underlying subgrade. We backfill borings with auger cuttings and

patch at the surface with concrete. Our services do not include repair of the site beyond backfilling our borings. Excess auger cuttings are dispersed in the general vicinity of the boring.

Safety

Terracon is currently not aware of any environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our scope of services does not include any level of environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings into the subsurface, therefore Terracon complies with local regulations to request a utility location service through Texas 811. We consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

All private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities that are not made aware to us. If the owner/client is not able to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with these additional services are not included in our current scope of services. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the scope of services.

Laboratory Testing

The project engineer reviews field data and assigns various laboratory tests to better understand the engineering properties of various soil strata. Procedural standards noted below are for reference to methodology in general. In some cases, variations to methods are applied as a result of local practices and professional judgement. Standards noted below include reference to other related standards. Such references are not necessarily applicable to describe the specific test performed.

- ASTM D2216 Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
- ASTM D7263 Standard Test Methods for Laboratory Determination of Density (Unit Weight) of Soil Specimens
- ASTM D4318 Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
- ASTM D1140 Standard Test Methods for Amount of Materials in Soils Finer than the No. 200 Sieve
- ASTM D2166/D2166M Standard Test Method for Unconfined Compressive Strength of Cohesive Soil

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

Results of our field and laboratory programs are evaluated by a professional engineer licensed in the State of Texas. The engineer develops a geotechnical site characterization, performs the engineering calculations necessary to evaluate foundation alternatives, and develops appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport** system. Upon initiation we will provide you and your design team the necessary link and password to access the website (if you don't already have one). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to all project documents as they are uploaded to the site, and a collaboration portal. A typical delivery process includes three basic stages:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When utilized, a collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

Cost Estimate for Geotechnical Engineering Services

LCISD Fuel Tank Storage ■ Rosenberg, Texas

April 8, 2019 ■ Terracon Document No. P92195175



When services are complete, we will upload a printable version of our complete geotechnical engineering report. This includes the professional engineer's seal and signature, which documents our services. All previous submittals, collaboration, and final report will be maintained in our system indefinitely. This allows future reference and integration into subsequent aspects of our services, as the project goes through final design and construction.

The Geotechnical Engineering report provides the following:

- Demolition considerations;
- Site and subgrade preparation;
- Foundation design and construction; and
- Pavement design guidelines.

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based upon our understanding of the site, the project as summarized in **Exhibit A** and our planned scope of services outlined in **Exhibit B**, our base fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$3,700

Additional services not part of the base fee include the following:

Additional Services (see Exhibit B)	Estimated Fees	Initial for Authorization
Private Utility Locate Service ¹	\$400	

^{1.} If the owner/client is unable to accurately locate private utilities, we can subcontract a private utility locating firm and/or utilize geophysical equipment, if necessary. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities.

Our scope of services does not include services associated with clearing of pathways, surveying of boring locations, special equipment for wet and/or soft ground conditions, or repair of damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our scope of services.

Additional consultation (such as attendance on a project conference call, engineering analysis, review of project documents, etc.) requested will be performed on a time-and-materials basis. A Project Engineer billing rate of \$130 per hour will apply. The fee to provide additional consultation services will be in excess of the above provided fee to complete the geotechnical services and will not be incurred without prior approval of the client.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require scope of work revisions and/or result in higher fees, we will contact you for approval, prior to initiating these services. A supplemental proposal stating the modified scope of services as well as its effect on our fee will be prepared. We will not proceed without your authorization, as evidenced by your signature on the Supplemental Agreement for Services form.

Project Schedule

We developed a schedule to complete the scope of services, based upon our existing availability and understanding of your project schedule. However, this does not account for any delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

<i>GeoReport</i> Stage	Posting Date from Notice to Proceed ^{1, 2}
Project Planning	5 working days
Site Characterization	15 working days
Geotechnical Engineering	20 working days

1. Upon receipt of your notice to proceed we will activate the schedule component of our *GeoReport* website with specific, anticipated working dates for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our *GeoReport* website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.

**CONSIDER APPROVAL OF MOVING SERVICES FOR
CULVER ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Roadrunner Moving & Storage for providing moving services for Culver Elementary School in the amount of \$808.

IMPACT/RATIONALE:

Staff moving is a professional service that the District must contract directly. Funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

This service will support the district warehouse in moving staff supplies to Culver Elementary School. Upon approval, Roadrunner Moving & Storage will assist with the moving into Culver Elementary School.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities and Planning
Jim Rice, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle
Superintendent



Moving • Storage • Dedicated Services



May 3, 2019

RE: Culver Elementary School

Dear Kayla Schihab

Thank you for the wonderful opportunity to quote on your forthcoming project. No doubt you will need special people to assist you in this transition. You can count on Roadrunner Moving& Storage to provide you and your staff with a seamless relocation.

Below please find our proposal to accomplish your project with as little downtime as possible.

Sincerely,

Luke Carlisle
Business Development

THE MOVE –

1	PM	\$ 45.00 x 5 hrs	\$ 225.00
1	Drivers	\$ 25.00 x 5 hrs	\$ 125.00
2	Mover	\$ 40.00 x 5 hrs	\$ 200.00
1	Trucks	\$ 18.00 x 5 hrs	\$ 90.00
	Travel Time		\$ 128.00
	Fuel Surcharge		\$ 40.00

Total Project Cost.....\$ 808.00

Your signature below authorizes relocation services to be performed according to the above estimate.

Authorized by: _____ Date: _____

Please return via fax to: *Luke Carlisle* 713 / 270-1101

Increased Carrier Liability

Roadrunner assumes liability of sixty cents (\$0.60) per pound. If increased coverage is required, indication must be made prior to the start of your move. Payment for all services must be received by Roadrunner in full prior to any claims settlement. Increased Carrier Liability Options are attached. If no indication has been made for Increased Carrier Liability, then all goods are released at sixty cents (\$0.60).

Luke Carlisle
713-412-5031
Roadrunner Moving and Storage

CONSIDER APPROVAL OF MOVING SERVICES FOR ROBERTS MIDDLE SCHOOL

RECOMMENDATION:

That the Board of Trustees approve Roadrunner Moving & Storage for providing moving services for Roberts Middle School in the amount of \$928.

IMPACT/RATIONALE:

Staff moving is a professional service that the District must contract directly. Funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

This service will support the district warehouse in moving staff supplies to Roberts Middle School. Upon approval, Roadrunner Moving & Storage will assist with the moving into Roberts Middle School.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities and Planning
Jim Rice, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle
Superintendent



Moving • Storage • Dedicated Services



May 3, 2019

RE: Roberts Middle School Project

Dear Kayla Schihab

Thank you for the wonderful opportunity to quote on your forthcoming project. No doubt you will need special people to assist you in this transition. You can count on Roadrunner Moving& Storage to provide you and your staff with a seamless relocation.

Below please find our proposal to accomplish your project with as little downtime as possible.

Sincerely,

Luke Carlisle
Business Development

THE MOVE –

1	PM	\$ 45.00 x 5 hrs	\$ 225.00
1	Drivers	\$ 25.00 x 5 hrs	\$ 125.00
3	Mover	\$ 60.00 x 5 hrs	\$ 300.00
1	Trucks	\$ 18.00 x 5 hrs	\$ 90.00
	Travel Time		\$ 148.00
	Fuel Surcharge		\$ 40.00

Total Project Cost.....\$ 928.00

Your signature below authorizes relocation services to be performed according to the above estimate.

Authorized by: _____ Date: _____

Please return via fax to: *Luke Carlisle* 713 / 270-1101

Increased Carrier Liability

Roadrunner assumes liability of sixty cents (\$0.60) per pound. If increased coverage is required, indication must be made prior to the start of your move. Payment for all services must be received by Roadrunner in full prior to any claims settlement. Increased Carrier Liability Options are attached. If no indication has been made for Increased Carrier Liability, then all goods are released at sixty cents (\$0.60).

Luke Carlisle
713-412-5031
Roadrunner Moving and Storage

**CONSIDER APPROVAL OF RESOLUTION AND INTERLOCAL AGREEMENT
WITH THE SCHOOL PURCHASING ALLIANCE**

RECOMMENDATION:

That the Board of Trustees consider approval of a resolution and the related interlocal agreement with the School Purchasing Alliance.

IMPACT/RATIONALE:

The School Purchasing Alliance is a food purchasing cooperative organization for Southeast Texas. Lamar CISD has participated in this cooperative since 2013. A new agreement is required as the fiscal agent for the organization has changed to New Caney ISD.

This cooperative purchasing arrangement offers its services for the bidding of grocery, milk and bread to school districts within the Texas Department of Agriculture Region 4. The goal of the cooperative is to acquire substantial savings on specific, high quality, child nutrition items for member districts through volume purchasing. Districts benefit through cost savings, bid law compliance, and the receipt of items that meet state/federal Child Nutrition Program requirements.

Districts may participate in all six bids (grocery, produce, milk, commodity processing, bread, and ice cream), with a minimum participation of one bid. Membership in the School Purchasing Alliance is at no cost to Lamar CISD. An administrative fee (0.50% of total cooperative sales to participating districts) is paid by the contracted vendors and will cover all expenses associated with this agreement. The cooperative is governed by a steering committee of member districts.

PROGRAM DESCRIPTION:

Participation in this cooperative for the purchase of dairy products, bread, grocery, fresh produce, and ice cream items will eliminate the need to bid products locally, saving District personnel valuable time and energy writing bid specs and evaluating the results of bids submitted. All bid products will be evaluated by cooperative staff according to price, quality, service, and student preference. The Lamar CISD Child Nutrition Director is active in meetings to help decide vendors and their acceptable products.

Submitted by: Chris Juntti, Interim Deputy Superintendent of Support Services
Matt Antignolo, Director of Child Nutrition
Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent

A RESOLUTION BY THE BOARD OF TRUSTEES
AUTHORIZING AND APPROVING
AN INTERLOCAL COOPERATIVE PURCHASING AGREEMENT
BETWEEN THE NEW CANEY INDEPENDENT SCHOOL DISTRICT
AND OTHER PARTICIPATING DISTRICTS

On this day came on to be considered by the Board of Trustees of the _____ Independent School District (hereinafter referred to as a "Participating District") the matter of a proposed Interlocal Cooperative Purchasing program to be formed, developed and administered by the New Caney Independent School District and other participating districts; and

WHEREAS, the Participating District desires to participate and join with other local governments in an Interlocal Participation Agreement (Agreement) for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs, functions and services;

WHEREAS, the Board of Trustees is of the opinion that participation in the Cooperative's purchasing program will be highly beneficial to the taxpayers of the district through the efficiencies and potential savings to be realized; and

The Board of Trustees desire to approve the Interlocal Cooperative Purchasing Agreement to be entered into by and between the Participating District and other participating districts;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PARTICIPATING DISTRICT, AS FOLLOWS:

1. The Board of Trustees hereby give specific written approval for the Participating District to participate in and join the cooperative purchasing program; and

2. That the Board of Trustees authorizes its Board President, Superintendent or other officer to execute the Interlocal Participation Agreement which includes the adoption and approval of the organizational Interlocal Cooperative Agreement.

3. That the execution of this Resolution shall evidence the election of the Participating District to become members of the Cooperative upon the terms and conditions stated in the Cooperative Agreement.

The Board of Trustees has, and at the time of adoption of this Resolution had, full power and lawful authority to adopt the foregoing Resolution and to confer the obligations, powers, and authority to the persons named, who are hereby granted the power to exercise the same.

EXECUTED this the _____ day of _____, _____.

ATTEST:

Secretary, Board of Trustees
Participating District

President, Board of Trustees
Participating District

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

**INTERLOCAL COOPERATIVE AGREEMENT
FOR
CHILD NUTRITION PRODUCTS AND SERVICES**

This Interlocal Cooperative Agreement ("Agreement") is made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the NEW CANEY INDEPENDENT SCHOOL DISTRICT ("NCISD"), having its principal place of business at 21580 Loop 494, New Caney, TX 77357, and acting as the administrator of participating and cooperating local governments, and the undersigned participating local governments ("Participants" or "Participating Districts", or "Cooperative Members") of the State of Texas.

W I T N E S S E T H:

WHEREAS, the NCISD is an independent school district and political subdivision of the State of Texas, operating under the Texas Education Code;

WHEREAS, the NCISD and the Participating Districts seek to obtain substantial savings on specific Child Nutrition Products and Services through volume purchasing and other economies of scale, and seek to purchase the highest quality products for the best price and achieve maximum efficiencies, while complying with all Federal and State nutritional requirements;

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing functions, to increase the efficiency and effectiveness of local governments, and to realize the various potential economies, including administrative cost savings, for Participants;

WHEREAS NCISD is acting as an authorized local purchasing cooperative organization (“Cooperative”) as set forth in Section 271.101 et seq., of the Texas Local Government Code, and NCISD’s Board of Trustees approved a resolution authorizing the formation of this cooperative purchasing agreement at its Board meeting held on November 12, 2018; and

WHEREAS, pursuant to the Act, NCISD is authorized to contract with eligible and Participating Districts to perform governmental functions and services, including the development of a standard approach for acquisition of goods and services, that each Participating District is authorized by law to perform;

WHEREAS, in reliance on such authority, NCISD has developed a program for cooperative purchasing under which is performs procurement with Participating Districts;

WHEREAS, Participants have represented that each is an eligible entity under the Act, that each governing Board has approved entering into this Agreement and has authorized the execution of this Agreement by the Participants’ authorized officer or agent; and

WHEREAS, Participants desire to participate in the NCISD's cooperative purchasing effort and the parties desire agrees upon the purpose, terms, right and duties of the contracting parties:

NOW THEREFORE, NCISD and the undersigned Participants do hereby agree as follows:

ARTICLE 1: Legal Authority

Each Participant represents to NCISD that (1) it meets the definition of "Local Government" or "State Agency" under the Act; (2) the functions and services to be performed under this Agreement will be limited to "administrative functions" as defined in the Act, which includes purchasing; (3) it possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body; (4) purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law; and (5) all requirements for a Board approval or for a third party to approve, record or authorize this Agreement have been met.

ARTICLE 2: Applicable Laws

NCISD and the Participants agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and laws in effect or promulgated during the term of this Agreement.

ARTICLE 3: Whole Agreement

This Agreement, including "Exhibit A", and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral or written agreements between the parties relating to matters herein.

ARTICLE 4: NCISD's Role and Responsibilities

NCISD agrees to:

Initiate and implement activities related to the bidding and vendor selection process in accordance with competitive bidding procedures for Texas public schools. During this process, NCISD will host Cooperative member user group meetings for development of food service purchasing and product sampling. The final bid selection will be made by the Product Selection Committee as defined in Article 7.

Provide financial information generated by this Cooperative no less than annually to all Participants and will include these records as part of its annual financial audit.

Perform such contractual services and responsibilities with reasonable care, skill, judgment, and in a professional and business-like manner.

Provide the personnel, office, telephones, desks, and all other property, facilities or equipment not provided by the vendor, but which may be necessary to perform the functions outlined herein.

Ensure vendor's compliance with all provisions related to the quality of the items in the Vendor Agreement and the terms for delivery of same.

ARTICLE 5: Participant's Role and Responsibilities

Participants agree as follows:

The Participants shall purchase Child Nutrition Products and Services in accordance with the Letter of Commitment referred to in Article 9.

The Participants will remit purchase orders or independent contracts directly to the vendor(s) awarded the bids.

The Participants agree to abide by all terms and conditions of this Agreement.

Participants agree to promptly submit payment for all billings from the Cooperative as set out in Article 6 below.

Participants agree that they will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member.

The Participants agree to appoint a program coordinator who shall have express authority to bind the Cooperative Member and the Cooperative will not be required to contact any other

individual regarding cooperative matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.

The Participants warrant that all payments, fees and disbursements required of them hereunder shall be made from current revenues budgeted and available to the Cooperative Member.

The Participants authorize the cooperative to regulate the commencement, defense, intervention or participation in a judicial, administrative, or other governmental proceeding or in a mediation or other appearance of the Cooperative in any litigation, claim or dispute which arises from the services provided by the Cooperative on behalf of its members, collectively or individually. Neither this provision, nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.

The Participants agree to the submission of disputes arising under this Agreement to the alternative dispute resolution procedures authorized by Chapter 2009 of the Texas Government Code.

ARTICLE 6: Billings

Billings will be generated from the Child Nutrition Products and Services purchased and based upon the Vendor Fee of 0.50% of total purchases of all Participating Districts to be paid by the contracted vendors to NCISD. This fee will be used to pay all administrative costs, legal fees and expenses associated with this Agreement. From the Vendor Fee, NCISD will receive an annual administrative fee of \$30,000 for activities performed to carry out the functions of this Agreement as stated in Article 4. This administrative fee will be reviewed annually by NCISD's Board of Trustees and may increase as the number of participating districts increase, solely at the discretion of the NCISD Board of Trustees. In the event that any changes are made to the amount of the administrative fee, such changes will be communicated to the Participants in writing no less than thirty (30) calendar days prior to the effective date of the new amount.

Participants agree that any additional expenses incurred beyond the amount of the Vendor Fee will be borne by all Participating Districts and will be split pro-rata based on the percentage of total purchases by each Participating District.

Participants agree that any remaining monies will accumulate in a fund balance until the amount reaches a level sufficient to cover all operating expenses for one fiscal year, at which time Participants agree that the excess funds will be refunded back to the Participating Districts with the amount split pro-rata based on the percentage of total purchases of each Participating District.

ARTICLE 7: Product Selection Committee

The Product Selection Committee will be comprised of one food service director, hereafter referred to as "committee member", from each Participating District including NCISD.

The Product Selection Committee will be responsible for selecting the bid items and each committee member will be given one vote per item selection. Products will be voted on based on taste, quality of ingredients, appearance of the product, and cost. All product committee members will be invited to attend tastings for products. Only those product committee members in attendance at the tastings will be eligible to vote for the products. The majority of votes cast for each item will determine the selection. In the case of a tie, the NCISD committee member will cast an additional vote to break the tie.

ARTICLE 8: Contracted Services

Participants agree that NCISD has the right to contract with an outside vendor ("Contractor") for bidding services including procurement management, product management and website management services ("Contractor Services"). The Contractor will provide Contractor Services in accordance to any and all applicable policies, regulations, state and/or federal laws governing the Participants of this Agreement. The contract fee ("Contractor Fee") paid to Contractor will be paid from the Vendor Fee referred to in Article 6 above. The amount of the Contractor Fee may be released to Participants upon written request to NCISD. In the event that NCISD decides to change Contractors, NCISD will notify Participants of the change in writing no less than thirty (30) calendar days from the start date of the new Contractor.

ARTICLE 9: Letter of Commitment ("Exhibit A") AND DEADLINE TO JOIN

Participants must complete the Letter of Commitment, hereafter referred to as "Exhibit A", and return it fully completed to NCISD on or before January 31, 2019 to participate in this cooperative purchasing arrangement for the 2018-2019 school year. Exhibit A is an integral part of this Agreement and this interlocal cooperative purchasing agreement is not complete or valid without it.

ARTICLE 10: Term

Notwithstanding anything to the contrary, this Agreement is contingent upon Board of Trustees of the Participating District's approved resolution authorizing Participants to enter into the Interlocal Agreement and NCISD receiving sufficient payments. In the event NCISD does not receive sufficient payments, NCISD may terminate this Agreement or reduce the scope of services provided under this Agreement without pecuniary risk or penalty, at its sole discretion.

Participants understand that the minimum commitment will be for a period of one year, and Participants cannot terminate this agreement within the first year. This agreement shall be renewable for successive one year periods by agreement of the parties.

Additional Participants may be added by NCISD, at its sole discretion, so long as such addition is prior to the commencement of contract services with the vendor for the immediate next school year.

Either party may terminate this agreement at the end of the first year or any subsequent one-year period by giving thirty (30) days written notice to the other party, provided all amounts owed to the Cooperative and any vendor have been fully paid. If the Cooperative Member

terminates its participation under this Agreement or breaches this Agreement, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will neither be entitled to any distribution or pro-rata refund as described in Article 6 above.

ARTICLE 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.

ARTICLE 12: Contract Amendment

This interlocal cooperation agreement may be modified only by written agreement signed by the authorized representatives of each party and by the written resolution approving the modification adopted by each party.

ARTICLE 13: Hold Harmless

Participants shall protect and hold harmless NCISD from any and all loss, claims, assessments, and suits in law or in equity, expenses, attorney's fees, and damages arising from Participants' actual or alleged violation in connection with this Agreement to the extent permitted by law.

ARTICLE 14: Jurisdiction and Venue

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable, and mandatory and exclusive venue in any action arising out of this Agreement shall be in Montgomery County, Texas.

ARTICLE 15: Miscellaneous

In the event any party breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys' fees so incurred by such other party.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

It is expressly understood and agreed that, in the execution of this agreement, no party waives, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this agreement shall not create any rights in parties not signatories hereto.

In case 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 provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 16: Disclaimer.

THE NCISD DOES NOT WARRANT THAT THE OPERATION OR USE OF THE COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE NCISD HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE 17: Limitation of Liability

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that: (a) Neither party waives any immunity from suit or liability afforded under law; (b) in regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other party under any circumstance for special, incidental, consequential, or exemplary damages; (c) the maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Vendor Fee purchase activity, within twenty-four (24) months of when the lawsuit or action was filed; and (d) In the event of a lawsuit or formal adjudication, the prevailing party will be entitled to recover reasonable attorney's fees pursuant to Section 271.159 of the Texas Local Government Code.

ARTICLE 18: Limitation of Rights


Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

ARTICLE 19: Notices

Any written notice to the Cooperative shall be made by first class mail, postage prepaid, return receipt requested, delivered to: NCISD: SCHOOL PURCHASING ALLIANCE, 21580 Loop 494, New Caney, TX 77357. Notices to Cooperative Members may be made by first class mail, postage prepaid, return receipt requested, and delivered to the Cooperative Member's Coordinator or Superintendent.

The parties hereby have executed this Agreement in multiple original counterparts on this the 12 day of November, 2018.

THE NEW CANEY INDEPENDENT SCHOOL DISTRICT

BY: 
KENN FRANKLIN, Superintendent

PARTICIPATING MEMBER:

Name: _____

Address: _____

BY: _____
Signature and Title

TO BE COMPLETED BY COOPERATIVE MEMBER:

Coordinator for the Cooperative Member is:

Name: _____

Title: _____

Mailing Address: _____

Telephone: _____

Fax: _____

Email: _____

Exhibit A

SPA Cooperative
Fiduciary District: New Caney ISD
Letter of Commitment

The - Lamar Consolidated Independent School District

School District Name (Do not abbreviate)

Wishes to participate in the New Caney Purchasing Cooperative (dba SPA) for the period of July 1, 2019 through June 30, 2020

Please mark the option(s) the district will participate in:

Grocery Bid Commodities

Participation in commodities requires participation in the grocery bid

Milk Bid Produce

Bread Bid Ice Cream

By checking one or all of the options it is understood that the district will not solicit their own bid for the selected categories. Procurement Law requires quantities in each solicitation and this document certifies my quantities are in the selected SPA RFP's.

Signature of Authorized Representative M. Antignolo
Date May 7, 2019

Director's Name: Matt Antignolo	District: Lamar CISD	County: Ft. Bend
Mailing address: 3911 Avenue I	City: Rosenberg	Zip Code: 77471
Phone: 832-223-0182F	Fax: 832-223-0187	Email: mantignolo@lcisd.org
2nd Contact: Kasandra Davis	Phone: 832-223-0188	Email: kdavis02@lcisd.org

Average number of reimbursable lunches served: 17,777 ADA: 31,481
of High Schools: 5 # of Middle Schools: 5 # of Elementary Schools: 30

Please return this signed agreement to the New Caney ISD Business Office:
Email: jkirkham@newcaneyisd.org and marketplacealliance@reagan.com

**CONSIDER APPROVAL FOR EXPANSION OF
COMMUNITY ELIGIBILITY PROVISION (CEP)**

RECOMMENDATION:

That the Board of Trustees approve increasing the number of campuses participating in Community Eligibility Provision (CEP) to include two (2) additional designated campuses: Arredondo and Velasquez Elementary Schools, pending official verification/approval by the Texas Department of Agriculture.

IMPACT/RATIONALE:

The campuses listed above meet the eligibility requirements for participation in CEP, and by using a campus grouping strategy, any negative financial impact of participation will be mitigated. By expanding CEP, it is anticipated that we will feed more students overall, have a positive impact on attendance, reduce behavior issues and nurse referrals, and students will be healthier and achieve greater academic success. This will bring the total number of campuses participating to eighteen (18).

PROGRAM DESCRIPTION:

CEP is available to schools (or groupings of schools) where the percentage of identified students is at or above 40% through direct certification. "Direct Certification" means these families have been identified by the Texas Department of Human Services as receiving some form of assistance. Although alternate paperwork will be required to ensure proper classifications for accountability purposes, the District will be able to provide a free breakfast and free lunch to all students at the locations listed above without the need for families to submit applications for meal benefits and without the need for verifications while meals are being served.

Two additional campuses are being considered for expansion of the program for the following reasons:

- Positive past experience with the sixteen (16) campuses already participating,
- Increased community health and economic benefits, and
- Consistency of CEP between elementary and secondary grade levels.

Submitted by: Chris Juntti, Interim Deputy Superintendent of Support Services
Matt Antignolo, Director of Child Nutrition
Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF PURCHASE AGREEMENT FOR TASB ENERGY
COOPERATIVE MEMBER PURCHASERS FIXED-RATE
TRANSPORTATION FUEL PROGRAM**

RECOMMENDATION:

That the Board of Trustees approve the purchase agreement for TASB Energy Cooperative Member Purchasers Fixed-Rate Transportation Fuel Program and authorize the Superintendent to negotiate and execute the purchase agreement.

IMPACT/RATIONALE:

Lamar CISD entered into an interlocal participation agreement with the TASB Energy Cooperative in April 2014 which allows the District to purchase fuel through the cooperative at a fixed rate. The agreement has been subsequently renewed through July 31, 2019. The new purchase agreement will start August 1, 2019 and expire August 31, 2020. The District will be able to purchase gasoline for ~\$1.9047/gallon and diesel for ~\$2.2021/gallon. Prices will be established upon execution of the agreement. Under this agreement, the District guarantees to purchase 75,000 gallons of gasoline and 350,000 gallons of diesel fuel. This represents approximately 80% of the average combined fuel purchases per year, thereby allowing the District to purchase outside of this agreement should prices fall below the established pricing under this agreement.

PROGRAM DESCRIPTION:

Upon approval, Lamar CISD will purchase an estimated 80% of the annual fuel purchases through the TASB Energy Cooperative. This will allow the district to control budgets and expenditures if the price of fuel increases over the term of the agreement.

Submitted by: Chris Juntii, Interim Deputy Superintendent of Support Services
Mike Jones, Director of Transportation
Jill Ludwig, CPA, RTSBA, Chief Financial Officer
Lamanda Nipps, CTSBO, Purchasing and Materials Manager

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF AMENDMENT NO. 5 TO THE INTERLOCAL
COOPERATION CONTRACT WITH THE TEXAS GENERAL LAND OFFICE**

RECOMMENDATION:

That the Board of Trustees approve amendment No. 5 to the interlocal cooperation contract with the Texas General Land Office (GLO) for the purchase of natural gas and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Lamar CISD currently operates twenty-four (24) qualified natural gas meters under the GLO's volume purchasing program, all located on secondary campuses. Amendment No. 5 to the current agreement will add all remaining district natural gas meters.

PROGRAM DESCRIPTION:

The interlocal cooperation contract with the GLO allows Lamar CISD to purchase natural gas in aggregated volume at a lower cost. This program also creates administrative efficiency by consolidating the billing and payment process. All the funds earned by the GLO are committed to the State of Texas Permanent School Fund in support of public schools.

Upon approval, the agreement documents will be executed according to Interlocal Cooperation Contract, GLO Contract No. 14-262-0008398, Amendment No. 5.

Submitted by: Chris Juntti, Interim Deputy Superintendent for Support Services
Aaron F. Morgan, Region IV Education Service Center
Paul Gutowsky, RTSBA, ATEM, Energy Coordinator
Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent



**INTERLOCAL COOPERATION CONTRACT
GLO CONTRACT NO. 14-262-000-8398
AMENDMENT NO. 5**

STATE OF TEXAS
COUNTY OF TRAVIS

The Texas General Land Office (GLO) and Lamar CISD, Vendor ID #74-6002016 (Receiving Agency), are parties to that certain Interlocal Cooperation Contract No. 14-262-000-8398, entered into effective April 1, 2014 collectively referred to here as Contract.

Now therefore, the parties agree to amend the Contract effective July 1, 2019 as follows:

1. Exhibit B-4 is being added to the original contract.
2. Exhibit A Meter Numbers is being deleted in its entirety and replaced with the attached Exhibit A Meter Numbers.

Except as amended and modified herein, the terms and conditions of the Contract remain in full force and effect.

TEXAS GENERAL LAND OFFICE

LAMAR CISD

Mark A. Havens
Chief Clerk/Deputy Land Commissioner

Date of execution: _____

Date of execution: _____

SA _____ Deputy _____

_____ DIV _____ GC _____

**EXHIBIT B-4
MONTHLY GAS CONSUMPTION ELECTION (MGCE)
CONTRACT #14-262-000-8398**

AGENCY: Lamar CISD
FACILITY NAME: See Attached Exhibit A Meter Listing
ADDRESS: See Attached Exhibit A Meter Listing
CONTACT NAME: Paul Gutowsky
CONTACT PHONE NUMBER: 832-223-0255
EMAIL ADDRESS: PGutowsky@lcisd.org

Gas Consumption Per Month In MMBtu

	<u>Fixed</u>	<u>Index</u>	<u>Total</u>
Jul-19	0	483	483
Aug-19	0	656	656
Sep-19	0	1,133	1,133
Oct-19	0	3,932	3,932
Nov-19	0	6,120	6,120
Dec-19	0	6,521	6,521
Jan-20	0	8,987	8,987
Feb-20	0	7,273	7,273
Mar-20	0	4,123	4,123
Apr-20	0	2,860	2,860
May-20	0	1,952	1,952
Jun-20	0	874	874
TOTAL	0	44,914	44,914

	<u>Fixed</u>	<u>Index</u>	<u>Total</u>
Jul-20	0	483	483
Aug-20	0	656	656
Sep-20	0	1,133	1,133
Oct-20	0	3,932	3,932
Nov-20	0	6,120	6,120
Dec-20	0	6,521	6,521
Jan-21	0	8,987	8,987
Feb-21	0	7,273	7,273
Mar-21	0	4,123	4,123
Apr-21	0	2,860	2,860
May-21	0	1,952	1,952
Jun-21	0	874	874
TOTAL	0	44,914	44,914

Receiving Agency: _____

Title:

Effective Date: July 1, 2019

GLO Initials: _____

Form: Monthly Gas Consumption
 Approved by Legal SEMP
 October 14, 2008

Rec'd by Semp Initial/Date _____
 Updated GMS Initial Date _____
 Routed to Legal Initial/Date _____
 Posted into DocuShare Initial/Date _____

**Exhibit A Meter Numbers
Lamar CISD 14-262-000-8398**

AS OF 4-29-2019

Number of Meters	Contract Account #	Master Installation	District	Name of Location	Street Address	City	State	Zip Code	Initial CD
1	7592908	2730429	LAMAR CONSOLIDATED	LAMAR CISD - ADMINIS	3909 AVENUE N	ROSENBERG	TX	77471-3933	0
2	9772859	4622800	LAMAR CONSOLIDATED	LAMAR CISD - ADOLPH	7910 WINSTON RANCH	RICHMOND	TX	77406-4200	2
3	4783342	2773509	LAMAR CONSOLIDATED	LAMAR CISD - ALT LEA	1608 AVENUE M	ROSENBERG	TX	77471-3317	0
4	4802843	2674017	LAMAR CONSOLIDATED	LAMAR CISD - AUSTIN	1630 PITTS RD	RICHMOND	TX	77406-1390	1
5	4726559	2719172	LAMAR CONSOLIDATED	LAMAR CISD - BEASLEY	7511 AVENUE J	BEASLEY	TX	77417-6058	1
6	6401006208	7673575	LAMAR CONSOLIDATED	LAMAR CISD - BENTLE	9910 FM 359 RD	RICHMOND	TX	77406-7725	0
7	4762367	2753732	LAMAR CONSOLIDATED	LAMAR CISD - BOWIE B	2304 BAMORE RD	ROSENBERG	TX	77471-4906	1
8	10332238	2807916	LAMAR CONSOLIDATED	LAMAR CISD - BRISCO	4300 FM 723 RD	RICHMOND	TX	77406-9230	1
9	4793918	2799034	LAMAR CONSOLIDATED	LAMAR CISD - CAMPBE	1000 SHADOW BEND D	SUGAR LAND	TX	77479-6513	1
10	4757413	2762033	LAMAR CONSOLIDATED	LAMAR CISD - COMMUN	710 HOUSTON ST	RICHMOND	TX	77469-3413	0
11	4778059	2783340	LAMAR CONSOLIDATED	LAMAR CISD - DICKINS	7110 GREATWOOD PK	SUGAR LAND	TX	77479-6275	1
12	10332238	2807922	LAMAR CONSOLIDATED	LAMAR CISD - FOSTER	4400 FM 723 RD	RICHMOND	TX	77406-9232	14
13	10332238	7994690	LAMAR CONSOLIDATED	LAMAR CISD - FOSTER	4402 FM 723 RD	RICHMOND	TX	77406-9232	0
14	10332238	2807928	LAMAR CONSOLIDATED	LAMAR CISD - FOSTER	4400 FM 723 RD	RICHMOND	TX	77406-9232	0
15	4797982	2661277	LAMAR CONSOLIDATED	LAMAR CISD - FROST	3306 SKINNER LN	RICHMOND	TX	77406-7681	1
16	10746994	7391645	LAMAR CONSOLIDATED	LAMAR CISD - FULSHE	9302 BOIS D ARC LN	FULSHEAR	TX	77441-1793	8
17	10746994	8123716	LAMAR CONSOLIDATED	LAMAR CISD - FULSHE	9320 CHARGER WAY	FULSHEAR	TX	77441-0000	0
18	10332248	4272780	LAMAR CONSOLIDATED	LAMAR CISD - GEO RA	8181 FM 762 RD	RICHMOND	TX	77469-1103	10
19	10332248	4362172	LAMAR CONSOLIDATED	LAMAR CISD - GEO RA	8181 FM 762 RD	RICHMOND	TX	77469-1103	0
20	10332248	7997743	LAMAR CONSOLIDATED	LAMAR CISD - GEO RA	8181 FM 762 RD	RICHMOND	TX	77469-1103	0
21	10330742	2770711	LAMAR CONSOLIDATED	LAMAR CISD - GEORGE	4201 AIRPORT AVE	RICHMOND	TX	77471-5407	1
22	10330742	2717956	LAMAR CONSOLIDATED	LAMAR CISD - GEORGE	4601 AIRPORT AVE	RICHMOND	TX	77471-5533	0
23	8074792	4308005	LAMAR CONSOLIDATED	LAMAR CISD - HUBANE	11344 RANCHO BELLA	RICHMOND	TX	77406-4500	2
24	4692112	2699080	LAMAR CONSOLIDATED	LAMAR CISD - HUTCHIN	3602 RANSOM RD	RICHMOND	TX	77469-3699	1
25	4818222	2807355	LAMAR CONSOLIDATED	LAMAR CISD - JACKSON	300 4TH ST	ROSENBERG	TX	77471-1902	0
26	4696476	2701563	LAMAR CONSOLIDATED	LAMAR CISD - JACKSON	301 3RD ST	ROSENBERG	TX	77471-1839	1
27	10332275	2772835	LAMAR CONSOLIDATED	LAMAR CISD - LAMAR C	4806 MUSTANG AVE	ROSENBERG	TX	77471-2121	19
28	4782527	2772860	LAMAR CONSOLIDATED	LAMAR CISD - LAMAR C	4806 MUSTANG AVE	ROSENBERG	TX	77471-2121	0
29	10322275	2772856	LAMAR CONSOLIDATED	LAMAR CISD - LAMAR C	4806 MUSTANG AVE	ROSENBERG	TX	77471-2121	1
30	10322275	7174837	LAMAR CONSOLIDATED	LAMAR CISD - LAMAR C	1101 HORACE MANN	ROSENBERG	TX	77471-0000	0
31	10322275	2772831	LAMAR CONSOLIDATED	LAMAR CISD - LAMAR C	4814 MUSTANG AVE	ROSENBERG	TX	77471-2136	0
32	10746994	7391728	LAMAR CONSOLIDATED	LAMAR CISD - LEAMAN	9320 BOIS D ARC LN	FULSHEAR	TX	77441-0000	2
33	6401482975	7720447	LAMAR CONSOLIDATED	LAMAR CISD - LINDSEY	2431 JOAN COLLIER TR	KATY	TX	77494-5109	0
34	4757398	2762004	LAMAR CONSOLIDATED	LAMAR CISD - LONG ES	500 S 9TH ST	RICHMOND	TX	77469-3438	0
35	4763498	2762218	LAMAR CONSOLIDATED	LAMAR CISD - LONG ES	908 MAIN ST	RICHMOND	TX	77469-3457	2
36	7668597	2762230	LAMAR CONSOLIDATED	LAMAR CISD - LONG ES	907 MAIN ST	RICHMOND	TX	77469-3432	0
37	10322275	2772815	LAMAR CONSOLIDATED	LAMAR CISD - MAINTEN	5017 AVENUE J	ROSENBERG	TX	77471-3467	0
38	7575454	4200378	LAMAR CONSOLIDATED	LAMAR CISD - MCNEILL	7300 S MASON RD	RICHMOND	TX	77407-7103	1
39	4823402	2812857	LAMAR CONSOLIDATED	LAMAR CISD - MEYER	1930 J MEYER RD	RICHMOND	TX	77469-9452	1
40	10330742	2688727	LAMAR CONSOLIDATED	LAMAR CISD - NAVARR	4700 AVENUE N	ROSENBERG	TX	77471-5500	0
41	4742387	2745912	LAMAR CONSOLIDATED	LAMAR CISD - PINK ES	1001 COLLINS RD	RICHMOND	TX	77469-2756	2
42	4729639	2726946	LAMAR CONSOLIDATED	LAMAR CISD - RAY ES	2611 AVENUE N	ROSENBERG	TX	77471-4505	0
43	10332248	4272779	LAMAR CONSOLIDATED	LAMAR CISD - READING	8101 FM 762 RD	RICHMOND	TX	77469-1103	1
44	10332248	4617947	LAMAR CONSOLIDATED	LAMAR CISD - RYON M	7901 FM 762 RD	RICHMOND	TX	77469-9488	0
45	4748595	2746356	LAMAR CONSOLIDATED	LAMAR CISD - SEGUIN	605 MABEL ST	RICHMOND	TX	77469-2715	0
46	4833088	2687855	LAMAR CONSOLIDATED	LAMAR CISD - SMITH E	2114 LAMAR DR	RICHMOND	TX	77469	1
47	4783327	2773497	LAMAR CONSOLIDATED	LAMAR CISD - SPECIAL	1708 AVENUE M	ROSENBERG	TX	77471-3363	0

205

**Exhibit A Meter Numbers
Lamar CISD 14-262-000-8398**

AS OF 4-29-2019

Number of Meters	Contract Account #	Master Installation	District	Name of Location	Street Address	City	State	Zip Code	Initial CD
48	10330742	2717940	LAMAR CONSOLIDATED	LAMAR CISD - TERRY H	5500 AVENUE N	ROSENBERG	TX	77471-5652	16
49	4719863	2717944	LAMAR CONSOLIDATED	LAMAR CISD - TERRY H	4924 AVENUE N	ROSENBERG	TX	77471-5684	0
50	10330742	2717948	LAMAR CONSOLIDATED	LAMAR CISD - TERRY H	5021 AIRPORT AVENUE	ROSENBERG	TX	77471-5671	2
51	8081733	4307654	LAMAR CONSOLIDATED	LAMAR CISD - THOMAS	6822 IRBY COBB BLVD	ROSENBERG	TX	77469-1167	2
52	10322275	2772839	LAMAR CONSOLIDATED	LAMAR CISD - TRANSP	5017 AVENUE I	ROSENBERG	TX	77471-3467	1
53	4782495	2772826	LAMAR CONSOLIDATED	LAMAR CISD - TRANSP	5017 AVENUE I	ROSENBERG	TX	77471-3467	0
54	9401450	4460093	LAMAR CONSOLIDATED	LAMAR CISD - TRANSP	9200 BOIS D ARC LN	FULSHEAR	TX	77441-3920	1
55	4729780	2727044	LAMAR CONSOLIDATED	LAMAR CISD - TRAVIS	2700 AVENUE K	ROSENBERG	TX	77471-3743	1
56	10322275	2772852	LAMAR CONSOLIDATED	LAMAR CISD - TRAYLO	4606 MUSTANG AVE	ROSENBERG	TX	77471-2121	0
57	6323107	2880112	LAMAR CONSOLIDATED	LAMAR CISD - VELASQ	402 MACEK RD	RICHMOND	TX	77469-3174	1
58	10332238	4194711	LAMAR CONSOLIDATED	LAMAR CISD - WERTHE	4240 FM 723 RD	RICHMOND	TX	77406-9230	0
59	4782535	2772870	LAMAR CONSOLIDATED	LAMAR CISD - WESSEN	5201 MUSTANG AVE	ROSENBERG	TX	77471-2155	2
60	6400736604	7350992	LAMAR CONSOLIDATED	LAMAR CISD - ARREDC	6110 AUGUST GREEN I	RICHMOND	TX	77469-2304	1
61	6401559645	7944656	LAMAR CONSOLIDATED	LAMAR CISD - CARTER	8500 A MEYERS RD	RICHMOND	TX	77469-0000	0
62	7805579	2757279	LAMAR CONSOLIDATED	LAMAR CISD - 1621 PL	117 LANE DRIVE, STE 1	ROSENBERG	TX	77471	0
63	6401524098	7999019	LAMAR CONSOLIDATED	LAMAR CISD - MAINTEN	1051 LANE DRIVE	ROSENBERG	TX	77471	0

EXHIBIT A

TO TRANSPORTATION SERVICE AGREEMENT

Page 1 of 2

SHIPPER INFORMATION

Name of Shipper: Texas General Land Office
Shipper's Dunn's Number: 091139324
Shipper's Physical Business Address: 1700 North Congress, Rm 840
Austin, Texas 78701
Shipper's Email Billing Address: SEMP Accounts Payable@glo.texas.gov
Note: Bills are rendered via E-mail and are due and payable when E-mail is sent by Company.
Shipper's Business Email Address: jennie.weidler@glo.texas.gov

GENERAL INFORMATION

Term of Service
Start Date: 7/1/2019
End Date: 6/30/2021
Evergreen: Yes or No Yes
Evergreen Period: 30 days
Note: Minimum evergreen renewal period is thirty (30) days; maximum evergreen renewal period is five(5) years; shipper must provide CenterPoint with written notice canceling this Exhibit A a minimum of 15 days prior to the expiration date of this Exhibit A to avoid automatic renewal through the evergreen mechanism.
Rate Schedule: T-92

End-User Facility Information

End-User Business Name: Lamar CISD
End-User Dunn's Number: 08-356-9764
End-User Physical Service (Business) Address: See Attachment

End-User Facility Contact for Operating Information and Emergency Notices

Name: Paul Gutowsky
Office Telephone: 832-223-0255
Office Fax: 832-223-0261
E-Mail Address: PGutowsky@lcsid.org

Delivery Information

Number of Meters Receiving Transportation Service: 63
Delivery Point(s): See Attachment
Receipt Point(s): HPL 98-2000
Quantities:
MDQ (in MMBtu/day) 350
CD (in MMBtu/day) 103

Upstream Pipeline Contact for Confirmations

Name: Chris Riegler
Office Telephone: 713-989-7914
Office Fax: 832-668-1117
E-Mail Address: chris.riegler@energytransfer.com

EXHIBIT A
TO TRANSPORTATION SERVICE AGREEMENT
Page 2 of 2

NOTICES TO SHIPPER

Operational Notices

Supply Coordinator: Jennie Weidler Office Fax: 512-475-1404

Office Telephone: 512-475-1462 Business E-Mail Address: jennie.weidler@glo.texas.gov

All Other Notices

Marketing Representative: Jennie Weidler Office Fax: 512-475-1404

Office Telephone: 512-475-1462 Business E-Mail Address: jennie.weidler@glo.texas.gov

Business Mailing Address:
1700 North Congress, Rm 840
Austin, Texas 78701

NOTICES TO END-USER

Operational Notices

Employee Name: Paul Gutowsky Office Fax: 832-223-0261

Office Telephone: 832-223-0255 Business E-Mail Address: PGutowsky@lcisd.org

All Other Notices

Employee Name: Paul Gutowsky Office Fax: 832-223-0261

Office Telephone: 832-223-0255 Business E-Mail Address: PGutowsky@lcisd.org

Business Mailing Address:
3911 Avenue I
Rosenberg, TX 77471

INDEX FOR SHIPPER CASH-OUT CALCULATIONS

Applicable Monthly Index: Houston Ship Channel
Applicable Index Adder: \$2.10
Applicable Daily Index: Houston Ship Channel

ACKNOWLEDGEMENTS

Signature of Shipper: Mark A. Havens
Date of Execution by Shipper: _____

Signature of End-User: _____
Date of Execution by End-User: _____

Exhibit A Attachment
List of Locations to be Aggregated for Transportation Services

AS OF 4-29-2019

Number of Meters	Contract Account #	Master Installation	District	Name of Location	Street Address	City	State	Zip Code	Initial CD
1	7592908	2730429	LAMAR CONSOLIDATED	LAMAR CISD - ADMINIS	3909 AVENUE N	ROSENBERG	TX	77471-3933	0
2	9772859	4622800	LAMAR CONSOLIDATED	LAMAR CISD - ADOLPH	7910 WINSTON RANCH	RICHMOND	TX	77408-4200	2
3	4783342	2773509	LAMAR CONSOLIDATED	LAMAR CISD - ALT LEA	1608 AVENUE M	ROSENBERG	TX	77471-3317	0
4	4802843	2674017	LAMAR CONSOLIDATED	LAMAR CISD - AUSTIN	1630 PITTS RD	RICHMOND	TX	77406-1390	1
5	4726559	2719172	LAMAR CONSOLIDATED	LAMAR CISD - BEASLE	7511 AVENUE J	BEASLEY	TX	77417-6058	1
6	6401006208	7673575	LAMAR CONSOLIDATED	LAMAR CISD - BENTLE	9910 FM 359 RD	RICHMOND	TX	77406-7725	0
7	4762367	2753732	LAMAR CONSOLIDATED	LAMAR CISD - BOWIE	2304 BAMORE RD	ROSENBERG	TX	77471-4906	1
8	10332238	2807916	LAMAR CONSOLIDATED	LAMAR CISD - BRISCO	4300 FM 723 RD	RICHMOND	TX	77406-9230	1
9	4793918	2799034	LAMAR CONSOLIDATED	LAMAR CISD - CAMPBE	1000 SHADOW BEND D	SUGAR LAND	TX	77479-6513	1
10	4757413	2762033	LAMAR CONSOLIDATED	LAMAR CISD - COMMU	710 HOUSTON ST	RICHMOND	TX	77469-3413	0
11	4778059	2783340	LAMAR CONSOLIDATED	LAMAR CISD - DICKINS	7110 GREATWOOD PK	SUGAR LAND	TX	77479-8275	1
12	10332238	2807922	LAMAR CONSOLIDATED	LAMAR CISD - FOSTER	4400 FM 723 RD	RICHMOND	TX	77406-9232	14
13	10332238	7994690	LAMAR CONSOLIDATED	LAMAR CISD - FOSTER	4402 FM 723 RD	RICHMOND	TX	77406-9232	0
14	10332238	2807928	LAMAR CONSOLIDATED	LAMAR CISD - FOSTER	4400 FM 723 RD	RICHMOND	TX	77406-9232	0
15	4797982	2661277	LAMAR CONSOLIDATED	LAMAR CISD - FROST	3306 SKINNER LN	RICHMOND	TX	77406-7681	1
16	10746994	7391645	LAMAR CONSOLIDATED	LAMAR CISD - FULSHE	9302 BOIS D ARC LN	FULSHEAR	TX	77441-1793	8
17	10746994	8123716	LAMAR CONSOLIDATED	LAMAR CISD - FULSHE	9320 CHARGER WAY	FULSHEAR	TX	77441-0000	0
18	10332248	4272780	LAMAR CONSOLIDATED	LAMAR CISD - GEO RA	8181 FM 762 RD	RICHMOND	TX	77469-1103	10
19	10332248	4362172	LAMAR CONSOLIDATED	LAMAR CISD - GEO RA	8181 FM 762 RD	RICHMOND	TX	77469-1103	0
20	10332248	7697743	LAMAR CONSOLIDATED	LAMAR CISD - GEO RA	8181 FM 762 RD	RICHMOND	TX	77469-1103	0
21	10330742	2770711	LAMAR CONSOLIDATED	LAMAR CISD - GEORGE	4201 AIRPORT AVE	RICHMOND	TX	77471-5407	1
22	10330742	2717956	LAMAR CONSOLIDATED	LAMAR CISD - GEORGE	4601 AIRPORT AVE	RICHMOND	TX	77471-5533	0
23	8074792	4308005	LAMAR CONSOLIDATED	LAMAR CISD - HUBANE	11344 RANCHO BELLA	RICHMOND	TX	77406-4500	2
24	4692112	2699080	LAMAR CONSOLIDATED	LAMAR CISD - HUTCHIN	3602 RANSOM RD	RICHMOND	TX	77469-3699	1
25	4818222	2807355	LAMAR CONSOLIDATED	LAMAR CISD - JACKSO	300 4TH ST	ROSENBERG	TX	77471-1902	0
26	4696476	2701563	LAMAR CONSOLIDATED	LAMAR CISD - JACKSO	301 3RD ST	ROSENBERG	TX	77471-1838	1
27	10332275	2772835	LAMAR CONSOLIDATED	LAMAR CISD - LAMAR C	4606 MUSTANG AVE	ROSENBERG	TX	77471-2121	19
28	4782527	2772860	LAMAR CONSOLIDATED	LAMAR CISD - LAMAR C	4606 MUSTANG AVE	ROSENBERG	TX	77471-2121	0
29	10322275	2772856	LAMAR CONSOLIDATED	LAMAR CISD - LAMAR C	4606 MUSTANG AVE	ROSENBERG	TX	77471-2121	1
30	10322275	7174837	LAMAR CONSOLIDATED	LAMAR CISD - LAMAR C	1101 HORACE MANN	ROSENBERG	TX	77471-0000	0
31	10322275	2772831	LAMAR CONSOLIDATED	LAMAR CISD - LAMAR C	4814 MUSTANG AVE	ROSENBERG	TX	77471-2136	0
32	10746994	7391728	LAMAR CONSOLIDATED	LAMAR CISD - LEAMAN	9320 BOIS D ARC LN	FULSHEAR	TX	77441-0000	2
33	6401482975	7720447	LAMAR CONSOLIDATED	LAMAR CISD - LINDSEY	2431 JOAN COLLIER TR	KATY	TX	77494-5109	0
34	4757398	2762004	LAMAR CONSOLIDATED	LAMAR CISD - LONG ES	500 S 9TH ST	RICHMOND	TX	77469-3438	0
35	4763498	2762218	LAMAR CONSOLIDATED	LAMAR CISD - LONG ES	908 MAIN ST	RICHMOND	TX	77469-3457	2
36	7668597	2762230	LAMAR CONSOLIDATED	LAMAR CISD - LONG ES	907 MAIN ST	RICHMOND	TX	77469-3432	0
37	10322275	2772815	LAMAR CONSOLIDATED	LAMAR CISD - MAINTEN	5017 AVENUE I	ROSENBERG	TX	77471-3467	0
38	7575454	4200378	LAMAR CONSOLIDATED	LAMAR CISD - MCNEILL	7300 S MASON RD	RICHMOND	TX	77407-7103	1
39	4823402	2812857	LAMAR CONSOLIDATED	LAMAR CISD - MEYER	1930 J MEYER RD	RICHMOND	TX	77469-9452	1
40	10330742	2667827	LAMAR CONSOLIDATED	LAMAR CISD - NAVARR	4700 AVENUE N	ROSENBERG	TX	77471-5500	0
41	4742387	2745912	LAMAR CONSOLIDATED	LAMAR CISD - PINK ES	1001 COLLINS RD	RICHMOND	TX	77469-2756	2
42	4729639	2726946	LAMAR CONSOLIDATED	LAMAR CISD - RAY ES	2611 AVENUE N	ROSENBERG	TX	77471-4505	0
43	10332248	4272779	LAMAR CONSOLIDATED	LAMAR CISD - READING	8101 FM 762 RD	RICHMOND	TX	77469-1103	1
44	10332248	4617947	LAMAR CONSOLIDATED	LAMAR CISD - RYON M	7901 FM 762 RD	RICHMOND	TX	77469-9488	0
45	4748595	2746356	LAMAR CONSOLIDATED	LAMAR CISD - SEGUIN	805 MABEL ST	RICHMOND	TX	77469-2715	0
46	4833088	2687855	LAMAR CONSOLIDATED	LAMAR CISD - SMITH E	2114 LAMAR DR	RICHMOND	TX	77469	1
47	4783327	2773497	LAMAR CONSOLIDATED	LAMAR CISD - SPECIAL	1708 AVENUE M	ROSENBERG	TX	77471-3363	0
48	10330742	2717940	LAMAR CONSOLIDATED	LAMAR CISD - TERRY H	5500 AVENUE N	ROSENBERG	TX	77471-5652	16

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Exhibit A Attachment
List of Locations to be Aggregated for Transportation Services

AS OF 4-29-2019

Number of Meters	Contract Account #	Master Installation	District	Name of Location	Street Address	City	State	Zip Code	Initial CD
49	4719863	2717944	LAMAR CONSOLIDATED	LAMAR CISD - TERRY H	4924 AVENUE N	ROSENBERG	TX	77471-5684	0
50	10330742	2717948	LAMAR CONSOLIDATED	LAMAR CISD - TERRY H	5021 AIRPORT AVENUE	ROSENBERG	TX	77471-5671	2
51	8081733	4307654	LAMAR CONSOLIDATED	LAMAR CISD - THOMAS	6822 IRBY COBB BLVD	ROSENBERG	TX	77469-1167	2
52	10322275	2772839	LAMAR CONSOLIDATED	LAMAR CISD - TRANSP	5017 AVENUE I	ROSENBERG	TX	77471-3467	1
53	4782495	2772826	LAMAR CONSOLIDATED	LAMAR CISD - TRANSP	5017 AVENUE I	ROSENBERG	TX	77471-3467	0
54	9401450	4460093	LAMAR CONSOLIDATED	LAMAR CISD - TRANSP	9200 BOIS D ARC LN	FULSHEAR	TX	77441-3920	1
55	4729780	2727044	LAMAR CONSOLIDATED	LAMAR CISD - TRAVIS	2700 AVENUE K	ROSENBERG	TX	77471-3743	1
56	10322275	2772852	LAMAR CONSOLIDATED	LAMAR CISD - TRAYLO	4608 MUSTANG AVE	ROSENBERG	TX	77471-2121	0
57	6323107	2880112	LAMAR CONSOLIDATED	LAMAR CISD - VELASQ	402 MACEK RD	RICHMOND	TX	77469-3174	1
58	10332238	4194711	LAMAR CONSOLIDATED	LAMAR CISD - WERTHE	4240 FM 723 RD	RICHMOND	TX	77406-9230	0
59	4782535	2772870	LAMAR CONSOLIDATED	LAMAR CISD - WESSEN	5201 MUSTANG AVE	ROSENBERG	TX	77471-2155	2
60	6400736604	7350992	LAMAR CONSOLIDATED	LAMAR CISD - ARREDO	6110 AUGUST GREEN C	RICHMOND	TX	77469-2304	1
61	6401559645	7944856	LAMAR CONSOLIDATED	LAMAR CISD - CARTER	6500 A MEYERS RD	RICHMOND	TX	77469-0000	0
62	7805579	2757279	LAMAR CONSOLIDATED	LAMAR CISD - 1621 PL	117 LANE DRIVE, STE 1	ROSENBERG	TX	77471	0
63	6401524098	7998019	LAMAR CONSOLIDATED	LAMAR CISD - MAINTEN	1051 LANE DRIVE	ROSENBERG	TX	77471	0

**CONSIDER APPROVAL OF NETWORK TELEPHONE HARDWARE, TELEPHONES,
LICENSES AND INSTALLATION AND CONFIGURATION SERVICES**

RECOMMENDATION:

That the Board of Trustees approve the purchase of network telephone hardware, telephones, licenses and installation and configuration services not to exceed \$808,000 from DataVox.

IMPACT/RATIONALE:

The first Internet Protocol (IP) phones and supporting hardware in Lamar CISD were installed over ten years ago. Network telephone hardware and software are out of date and need to be upgraded. Also, approximately 1,000 of the oldest phones in the district are failing and will not support the latest Cisco Call Manager software. This project is to replace the obsolete hardware, upgrade the software, and purchase sufficient licenses for all the equipment.

PROGRAM DESCRIPTION:

DataVox offers these products and services through a DIR contract. The total cost could vary if unexpected issues arise during the project. The not to exceed amount of \$808,000 includes a 10% contingency above the quoted amount. Funds from the Technology portion of the 2017 bond dedicated to Network Phones will be used to fund this project.

Submitted by: Chris Juntti, Interim Deputy Superintendent of Support Services
 David Jacobson, Chief Technology Information Officer
 David Banks, Director of Network Services

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

Cisco UC Upgrade

Proposal

Prepared for: Lamar Consolidated Independent
School District

Presented on: 5/7/2019

Version

Quote # DVXQ12038-01



Lamar Consolidated Independent School District Cisco UC Upgrade Proposal

1.0 Executive Summary

This proposal defines the services that DataVox will provide Lamar Consolidated Independent School District and the pricing for these services.

2.0 Summary of In Scope Services

This section lists a summary of the services that DataVox will provide Lamar Consolidated Independent School District.

- Assumption: Dial-plan consultation and implementation on new cluster is included in SoW
- Assumption: Customer is responsible for providing export of Active Directory Users to be synchronized to Cisco UC Application users, matching the user accounts up, and updating the UserID to be reimported back into Cisco UC Application. DataVox will process update in the Cisco UC Applications
- Assumption: Gateways and sites require further validation to ensure gateways are accounted for properly
- Assumption: CER is currently functioning within the environment and connected properly to network for location discovery of endpoints
- Build out Cisco UCS Environment to support new Cisco UC Environment
- Migrate CUCM Publisher Node to equipment for Rosenberg Location
- Upgrade CUCM Publisher and deploy (6) Subscribers
 - (3) at Rosenberg and (3) at Fulshear
- Upgrade IOS on (3) Existing ISR 4K CUBE gateways and (2) Analog VG devices
- Upgrade firmware on approximately (3,700) IP Phones
- Provision and deploy (44) ISR 4K SRST Gateways with up to (2) POTS lines each
- Migrate UCXN Publisher Node to equipment for Rosenberg location
- Upgrade UCXN Publisher and deploy UCXN Subscriber to equipment for Fulshear location
- Migrate CER Publisher node to equipment for Rosenberg location
- Upgrade CER publisher and deploy CER subscriber to equipment for Fulshear location
- Provide project management
- Engineering consulting to plan the design of the network and the process for integration
- Configuration of all equipment detailed with the BOM
- Pre-stage, test and validate configuration of equipment within the DataVox staging labs
- Onsite installation of equipment
- A single system go live event (Project estimate assumes a weekday after hours cut, not a weekend or holiday)

Lamar Consolidated Independent School District Cisco UC Upgrade Proposal

- In service support post go live to ensure operational effectiveness
- Standard DataVox technical documentation package
- The pro services- standard hours are based on the lab staging/testing, as well as install, setup, and configuration at the customer's site. If unexpected issues arise due to the customer's environment that causes DataVox to go over the quoted hours, then an additional charge will be added.

3.0 Solution Pricing

The pricing below is estimated. Final pricing will be provided in the executable scope of work contract. A copy of the bill of materials is available in the appendix.

Estimated Cost: \$735,065.16



Lamar Consolidated Independent School District Cisco UC Upgrad

Part #	Description	DIR #	Qty	Unit Price	Ext. Price
Public Sector Flex Enterprise Agreement (5-year term, billed Annually)					
A-FLEX-PUBLICSECT	Flex Public Sector	DIR-TSO-4167	1	\$0.00	\$0.00
A-FLEX-EAPL2	EA On-Premises Calling Tier 2 (1)	DIR-TSO-4167	4,000	\$68.88	\$275,520.00
SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	DIR-TSO-4167	1	\$0.00	\$0.00
A-FLEX-SME-12X	Session Manager v12 (1)	DIR-TSO-4167	1,600	\$0.00	\$0.00
A-FLEX-SRSTEP	SRST Endpoints (1)	DIR-TSO-4167	4,800	\$0.00	\$0.00
A-FLEX-S-AC-12X	Attendant Console Standard Version 12	DIR-TSO-4167	6	\$0.00	\$0.00
A-FLEX-EXP-GW	Enable GW Feature (H323-SIP) (1)	DIR-TSO-4167	16	\$0.00	\$0.00
A-FLEX-EXP-E	Enable Expressway-E Feature Set (1)	DIR-TSO-4167	8	\$0.00	\$0.00
A-FLEX-EXP-TURN	1800 TURN Relay Option (1)	DIR-TSO-4167	8	\$0.00	\$0.00
A-FLEX-EXP-AN	Enable Advanced Networking Option (1)	DIR-TSO-4167	8	\$0.00	\$0.00
A-FLEX-EXP-SERIES	Enable Expressway Series Feature Set (1)	DIR-TSO-4167	16	\$0.00	\$0.00
A-FLEX-EXP-RMS	Expressway Rich Media Session (1)	DIR-TSO-4167	200	\$0.00	\$0.00
A-FLEX-EXP-DESK	Expressway Deskphone Registration (1)	DIR-TSO-4167	5,600	\$0.00	\$0.00
A-FLEX-EXP-ROOM	Expressway Room Registration (1)	DIR-TSO-4167	40	\$0.00	\$0.00
A-FLEX-CUCILYNC	CUCILYNC (1)	DIR-TSO-4167	480	\$0.00	\$0.00
A-FLEX-JABBER	Jabber (1)	DIR-TSO-4167	2,000	\$0.00	\$0.00
A-FLEX-P-UCM-12X	Unified Communications Manager v12 License (1)	DIR-TSO-4167	4,800	\$0.00	\$0.00
A-FLEX-P-TPRM-12X	Telepresence Room v12 License (1)	DIR-TSO-4167	40	\$0.00	\$0.00
A-FLEX-P-ESS-12X	Essential v12 License (1)	DIR-TSO-4167	400	\$0.00	\$0.00
A-FLEX-P-COMMON12X	Common Area v12 License (1)	DIR-TSO-4167	800	\$0.00	\$0.00
A-FLEX-P-UCXN-12X	Unity Connection v12 License	DIR-TSO-4167	4,800	\$0.00	\$0.00
A-FLEX-P-ER-12X	Emergency Responder v12 License (1)	DIR-TSO-4167	4,800	\$0.00	\$0.00
A-FLEX-MSG-ENT	Messaging Entitlement	DIR-TSO-4167	4,800	\$0.00	\$0.00
A-FLEX-FILESTG-ENT	File Storage Entitlement	DIR-TSO-4167	96,000	\$0.00	\$0.00

Part #	Description	DIR #	Qty	Unit Price	Ext. Price
A-FLEX-DEVREG-ENT	Cloud Device Registration Entitlement	DIR-TSO-4167	4,800	\$0.00	\$0.00
A-FLEX-EXP-PAK	Expressway Product Authorization Key (1)	DIR-TSO-4167	1	\$0.00	\$0.00
A-FLEX-EXP-KEY	Expressway Release Key (1)	DIR-TSO-4167	16	\$0.00	\$0.00
A-FLEX-SW-12X-K9	On-Premises & Partner Hosted Calling SW Bundle v12 (1)	DIR-TSO-4167	1	\$0.00	\$0.00
A-FLEX-ER-12X-K9	Emergency Responder SW Bundle v12 (1)	DIR-TSO-4167	1	\$0.00	\$0.00
A-FLEX-NUCM-MC-EAL	NU Cloud Meetings - Meetings purchased with EA Calling (1)	DIR-TSO-4167	50	\$198.24	\$9,912.00
A-FLEX-TOLL-DIALIN	Meetings Toll Dial-In Audio (1)	DIR-TSO-4167	50	\$0.00	\$0.00
A-SPK-VOIP	Included VoIP (1)	DIR-TSO-4167	1	\$0.00	\$0.00
A-FLEX-EDGAUD-USER	A-FLEX Webex Edge Audio	DIR-TSO-4167	50	\$0.00	\$0.00
A-FLEX-MC-ENT	Meetings Entitlement (1)	DIR-TSO-4167	50	\$0.00	\$0.00
A-FLEX-WX-STG	Included Webex Storage for Flex	DIR-TSO-4167	10	\$0.00	\$0.00

Cisco Unified Border Element Licensing

L-CUBE	Cisco Unified Border Element (CUBE) - E-delivery - top level	DIR-TSO-4167	1	\$0.00	\$0.00
CON-ECMU-LCUBE001	SWSS UPGRADES Cisco Unified Border Element (CUBE) - E-	DIR-TSO-4167	1	\$0.00	\$0.00
CUBE-T-RED	CUBE - 1 Redundant Trunk Session License	DIR-TSO-4167	150	\$40.00	\$6,000.00
CON-ECMU-CUBETRDE	SWSS UPGRADES CUBE Redundant Trunk Single Session - 1	DIR-TSO-4167	150	\$70.67	\$10,600.50
				SubTotal	\$16,600.50

Cisco ISR 4431 CUBE Gateway with Redundant Power

ISR4431-VSEC/K9	Cisco ISR 4431 Bundle with UC & Sec Lic, PVDM4-64	DIR-TSO-4167	3	\$10,556.95	\$31,670.85
CON-SNTP-ISR44SEC	SNTP-24X7X4 Cisco ISR 4431 UC Se	DIR-TSO-4167	3	\$8,775.80	\$26,327.40
SL-44-IPB-K9	IP Base License for Cisco ISR 4400 Series	DIR-TSO-4167	3	\$0.00	\$0.00
PVDM4-64U128	PVDM4 64-channel to 128-channel factory upgrade	DIR-TSO-4167	3	\$1,580.48	\$4,741.44
PWR-4430-AC	AC Power Supply for Cisco ISR 4430	DIR-TSO-4167	3	\$0.00	\$0.00
PWR-4430-AC/2	AC Power Supply (Secondary PS) for Cisco ISR 4430	DIR-TSO-4167	3	\$395.12	\$1,185.36
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	DIR-TSO-4167	6	\$0.00	\$0.00
MEM-FLSH-8G	8G eUSB Flash Memory for Cisco ISR 4430	DIR-TSO-4167	3	\$0.00	\$0.00

Part #	Description	DIR #	Qty	Unit Price	Ext. Price
MEM-4400-DP-2G	2G DRAM (1 DIMM) for Cisco ISR 4400 Data Plane	DIR-TSO-4167	3	\$0.00	\$0.00
SL-44-UC-K9	Unified Communication License for Cisco ISR 4400 Series	DIR-TSO-4167	3	\$0.00	\$0.00
FL-CUBEE-25	CUBE License(OLD OFFER)- 25 sessions(RTU Only)	DIR-TSO-4167	3	\$0.00	\$0.00
NIM-BLANK	Blank faceplate for NIM slot on Cisco ISR 4400	DIR-TSO-4167	9	\$0.00	\$0.00
SL-44-SEC-K9	Security License for Cisco ISR 4400 Series	DIR-TSO-4167	3	\$0.00	\$0.00
MEM-44-4G	4G DRAM (1 x 4G) for Cisco ISR 4400	DIR-TSO-4167	3	\$0.00	\$0.00
SISR4400UK9-169	Cisco ISR 4400 Series IOS XE Universal	DIR-TSO-4167	3	\$0.00	\$0.00
				SubTotal	\$63,925.05

ISR 4321 SRST for SNEEDS

ISR4321-V/K9	Cisco ISR 4321 Bundle, w/UC License	DIR-TSO-4167	1	\$1,125.94	\$1,125.94
CON-SNT-ISR4321V	SNTC-8X5XNBD Cisco ISR 4321 UC Bundle, PVD4-32, UC L	DIR-TSO-4167	1	\$1,250.05	\$1,250.05
SL-4320-IPB-K9	IP Base License for Cisco ISR 4320 Series	DIR-TSO-4167	1	\$0.00	\$0.00
SL-4320-UC-K9	Unified Communication License for Cisco ISR 4320 Series	DIR-TSO-4167	1	\$0.00	\$0.00
PVD4-32	32-channel DSP module	DIR-TSO-4167	1	\$544.00	\$544.00
PWR-4320-AC	AC Power Supply for Cisco ISR 4320	DIR-TSO-4167	1	\$0.00	\$0.00
CAB-AC-C5	AC Power Cord, Type C5, US, Canada	DIR-TSO-4167	1	\$0.00	\$0.00
MEM-FLSH-4G	4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	DIR-TSO-4167	1	\$0.00	\$0.00
MEM-4320-4G	4G DRAM for Cisco ISR 4320 (Soldered on motherboard)	DIR-TSO-4167	1	\$0.00	\$0.00
NIM-BLANK	Blank faceplate for NIM slot on Cisco ISR 4400	DIR-TSO-4167	1	\$0.00	\$0.00
FL-CUBEE-5	CUBE License(OLD OFFER)- 5 sessions(RTU Only)	DIR-TSO-4167	2	\$0.00	\$0.00
SISR4300UK9-169	Cisco ISR 4300 Series IOS XE Universal	DIR-TSO-4167	1	\$0.00	\$0.00
NIM-4FXO	4-port Network Interface Module - FXO (Universal)	DIR-TSO-4167	1	\$320.00	\$320.00
				SubTotal	\$3,239.99

ISR 4331 SRST for ALC, ES, MS

ISR4331-V/K9	Cisco ISR 4331 UC Bundle, PVD4-32, UC License	DIR-TSO-4167	32	\$1,867.36	\$59,755.52
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Part #	Description	DIR #	Qty	Unit Price	Ext. Price
CON-SNT-ISR4331V	SNTC-8X5XNBD Cisco ISR 4331 UC Bundle, PVD4-32, UC L	DIR-TSO-4167	32	\$2,002.96	\$64,094.72
SL-4330-IPB-K9	IP Base License for Cisco ISR 4330 Series	DIR-TSO-4167	32	\$0.00	\$0.00
SL-4330-UC-K9	Unified Communication License for Cisco ISR 4330 Series	DIR-TSO-4167	32	\$0.00	\$0.00
PWR-4330-AC	AC Power Supply for Cisco ISR 4330	DIR-TSO-4167	32	\$0.00	\$0.00
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	DIR-TSO-4167	32	\$0.00	\$0.00
PVD4-32	32-channel DSP module	DIR-TSO-4167	32	\$0.00	\$0.00
MEM-FLSH-4G	4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	DIR-TSO-4167	32	\$0.00	\$0.00
MEM-43-4G	4G DRAM (1 x 4G) for Cisco ISR 4300	DIR-TSO-4167	32	\$0.00	\$0.00
NIM-BLANK	Blank faceplate for NIM slot on Cisco ISR 4400	DIR-TSO-4167	32	\$0.00	\$0.00
FL-CUBEE-5	CUBE License(OLD OFFER)- 5 sessions(RTU Only)	DIR-TSO-4167	64	\$0.00	\$0.00
SM-S-BLANK	Removable faceplate for SM slot on Cisco 2900,3900,4400 ISR	DIR-TSO-4167	32	\$0.00	\$0.00
SISR4300UK9-169	Cisco ISR 4300 Series IOS XE Universal	DIR-TSO-4167	32	\$0.00	\$0.00
NIM-4FXO	4-port Network Interface Module - FXO (Universal)	DIR-TSO-4167	32	\$320.00	\$10,240.00
				SubTotal	\$134,090.24

ISR 4351 SRST for JH, HS, NOC, BCA

ISR4351-V/K9	Cisco ISR 4351 UC Bundle, PVD4-64, UC License	DIR-TSO-4167	11	\$4,525.79	\$49,783.69
CON-SNT-ISR4351V	SNTC-8X5XNBD Cisco ISR 4351 UC Bundle, PVD4-64, UC L	DIR-TSO-4167	11	\$4,387.62	\$48,263.82
SL-4350-IPB-K9	IP Base License for Cisco ISR 4350 Series	DIR-TSO-4167	11	\$0.00	\$0.00
SL-4350-UC-K9	Unified Communication License for Cisco ISR 4350 Series	DIR-TSO-4167	11	\$0.00	\$0.00
PWR-4450-AC	AC Power Supply for Cisco ISR 4450 and ISR4350	DIR-TSO-4167	11	\$0.00	\$0.00
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	DIR-TSO-4167	11	\$0.00	\$0.00
MEM-FLSH-4G	4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	DIR-TSO-4167	11	\$0.00	\$0.00
POE-COVER-4450	Cover for empty POE slot on Cisco ISR 4450	DIR-TSO-4167	11	\$0.00	\$0.00
MEM-43-4G	4G DRAM (1 x 4G) for Cisco ISR 4300	DIR-TSO-4167	11	\$0.00	\$0.00

Part #	Description	DIR #	Qty	Unit Price	Ext. Price
FL-CUBEE-25	CUBE License(OLD OFFER)- 25 sessions(RTU Only)	DIR-TSO-4167	11	\$0.00	\$0.00
NIM-BLANK	Blank faceplate for NIM slot on Cisco ISR 4400	DIR-TSO-4167	22	\$0.00	\$0.00
SM-S-BLANK	Removable faceplate for SM slot on Cisco 2900,3900,4400 ISR	DIR-TSO-4167	22	\$0.00	\$0.00
PVDM4-64	64-channel DSP module	DIR-TSO-4167	11	\$0.00	\$0.00
SISR4300UK9-169	Cisco ISR 4300 Series IOS XE Universal	DIR-TSO-4167	11	\$0.00	\$0.00
NIM-4FXO	4-port Network Interface Module - FXO (Universal)	DIR-TSO-4167	11	\$320.00	\$3,520.00
				SubTotal	\$101,567.51

IP Phones					
CP-8841-K9=	Cisco IP Phone 8841	DIR-TSO-4167	547	\$164.80	\$90,145.60
CP-8845-K9=	Cisco IP Phone 8845	DIR-TSO-4167	534	\$184.00	\$98,256.00
CP-8865-K9=	Cisco IP Phone 8865	DIR-TSO-4167	44	\$254.40	\$11,193.60
CP-8800-V-KEM=	8800 Series Video KEM, 28 Button	DIR-TSO-4167	44	\$166.40	\$7,321.60
CP-PWR-CUBE-4=	IP Phone power transformer for the 89/9900 phone series	DIR-TSO-4167	44	\$22.40	\$985.60
CP-PWR-CORD-NA=	Power Cord, North America	DIR-TSO-4167	44	\$3.20	\$140.80
CP-8832-K9	Cisco 8832 in Charcoal with accessories for North America	DIR-TSO-4167	5	\$510.40	\$2,552.00
CP-8832-POE	Cisco IP Conference Phone 8832 PoE Accessories for Worldwide	DIR-TSO-4167	5	\$40.00	\$200.00
				SubTotal	\$210,795.20

Professional Services					
DVX-EE-PROSVC-STD	DataVox Professional Services - Collaboration	DIR-TSO-4167		\$204,846.67	\$204,846.67



Offer Description : Cisco Collaboration Flex Plan

This Offer Description (the “**Offer Description**”) describes Cisco Collaboration Flex Plan. Your subscription is governed by this Offer Description and the Cisco Universal Cloud Agreement located at www.cisco.com/go/uca (or similar terms existing between You and Cisco) (the “**Agreement**”), and any Software You install is licensed under the Cisco End User License Agreement located at www.cisco.com/go/eula (the “**EULA**”). Capitalized terms used in this Offer Description and/or the Order not otherwise defined herein have the meaning given to them in the Agreement.

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1. Offer Description.

1.1. Cisco Collaboration Flex Plan.

A Cisco Collaboration Flex Plan subscription allows You to flexibly deploy various Cisco-hosted software-as-a-service offerings (“**Cloud Services**”) and licensed software (“**Software**”) for on-premises or partner-hosted deployments. Cloud Services offered in the plan include: Webex Meetings, Webex Meetings FedRAMP-Authorized, Webex Calling, Webex Calling (formerly Cisco Spark Call), BroadCloud Calling, HCS-G, and Webex Teams. In an on-premises or partner-hosted deployment, Cisco offers the following Software: Cisco Meeting Server, Cisco Unified Communications Manager, and HCS.

The Cloud Services and Software are available under license models for named user (customer is obligated to pay per user), active user (customer is obligated to pay for actual usage), enterprise agreement (customer is obligated to pay for enterprise-wide use), or shared meetings (customer is obligated to pre-purchase a fixed number of meetings). Each license model is further described in Section 2 of this Offer Description and reflected on the Order You place with Your Approved Source.

1.2. Cloud Calling and Meetings.

Cisco Cloud Calling and Meetings gives You access to BroadCloud Calling or Webex Calling, Webex Meetings, and Webex Teams as part of a single Named User subscription. You must choose either Webex Calling or BroadCloud for the calling portion of the subscription. Cisco Cloud Calling and Meetings is only available under the Collaboration Flex Plan with the Named User license model.

1.3. Cisco Collaboration Flex Plan for Education.

Cisco offers the Cloud Services and Software to education End Users, as described in Exhibit A of this Offer Description.

1.4. Cisco Collaboration Flex Plan for Public Sector.

Cisco offers the Cloud Services and Software to public sector end users, as described in Exhibit B of this Offer Description.

2. License Model Terms.

2.1. Named User.

Your payment obligation and Your right to use the Cloud Services and Software is based on the number of Named Users on Your Order, regardless of usage. A **“Named User”** is an employee or contractor given access to the Cloud Services and Software. Each Named User receives a unique account that may not be shared or used by anyone other than the designated employee or contractor. A Named User’s account may not be transferred to another person, except upon: (a) termination of the Named User’s employment or (b) Cisco’s prior written approval. You are solely responsible for the acts and omissions of, or any fees incurred by, Your Named Users.

2.2. Active User.

Your payment obligation is based on the number of Knowledge Workers that access the Cloud Services and Software and that host at least one Meeting (**“Active Users”**). **“Knowledge Workers”** means Your employees and contractors who use computing or communications devices capable of running the Cloud Services and Software as part of their job duties performed on Your behalf. Your Knowledge Worker count also includes the employees of any affiliate that is included on Your Order. A **“Meeting”** is a meeting initiated: (a) in Webex Meetings, Webex Teams, or Cisco Meeting Server; or (b) by phone using a Webex personal conferencing number regardless of whether Webex Meetings, Webex Teams, or Cisco Meeting Server is launched. An unscheduled meeting launched from a Webex Teams one-on-one space will not count as a Meeting.

Your Order must reflect at least 250 Knowledge Workers and the greater of the following number of Active Users: (c) 40 Active Users; (d) 15% of Your Knowledge Workers; or (e) if You are migrating from an existing subscription, the number of Active Users on the Order associated with Your existing subscription.

A **“True Forward”** is the process to determine the additional fees due for Average Active Users that exceed the Active Users on Your Order. **“Average Active Users”** means the average number of Active Users per month in months nine (9), ten (10), and eleven (11) of Your previous subscription year. Under the active user license model, a True Forward is conducted annually beginning in the second year of Your subscription term. If Your Average Active Users exceed the Active Users on Your Order, Your Approved Source will bill You for the excess Active Users. Your minimum payment obligation for the remainder of Your subscription term will also increase to reflect the higher Active User count. A True Forward will never result in a reduction of Your Active User count.

2.3. Enterprise Agreement.

The enterprise agreement license model is governed by the Cisco Enterprise Agreement Program Terms, which are provided to You and require Your acknowledgment when You place Your Order.

2.4. Shared Meetings.

Your payment obligation and Your right to use the Cloud Services and Software is based on the Concurrent Meetings Cap on Your Order. The “**Concurrent Meetings Cap**” is the maximum number of cloud and on-premises meetings You are entitled to host simultaneously. You may host an unlimited number of meetings during Your subscription term, provided that You do not exceed the Concurrent Meetings Cap. If You exceed the Concurrent Meetings Cap, You must pay for the additional meetings pursuant to the True Forward process below. You must purchase a Concurrent Meetings Cap of at least one (1) but no more than twenty-five (25) combined cloud and on-premises meetings. No more than 250 of Your employees may be given access to Your cloud meetings.

A “**True Forward**” is the process to determine the fees due for Peak Concurrent Meetings that exceed the Concurrent Meetings Cap on Your Order. “**Peak Concurrent Meetings**” means the greatest number of meetings hosted simultaneously during the previous subscription quarter. Under the shared meetings license model, a True Forward is conducted quarterly beginning in the second quarter of Your subscription term. If Your Peak Concurrent Meetings exceed the Concurrent Meetings Cap on Your Order, Your Approved Source will bill You for the excess meetings. Your minimum payment obligation for the remainder of Your subscription term will also increase to reflect the higher Peak Concurrent Meetings. A True Forward will never result in a reduction of Your Concurrent Meetings Cap.

3. Supplemental Terms and Conditions.

3.1. Term.

The initial term starts on the earlier of (a) the date the Software is made available for download or installation; or (b)(1) thirty (30) days from the date Cisco notifies You that any portion of the Cloud Service is ready for You to start provisioning; or (b)(2) the date any portion of the Cloud Service has been provisioned, and lasts for the period stated in the Order.

3.2. Restrictions on Use by Minor Children.

The Cloud Service is not intended for use by persons younger than the age of consent in their relevant jurisdiction (e.g., 13 years old in the United States under the US Children’s Online Privacy Protection Act of 1998, or 16 or 13 years old in the European Union as per Member State law) (“**Minor Children**”). Minor Children are not permitted to create an account to use the Cloud Service, and You will not authorize Minor Children to access the Cloud Service.

3.3. Service Suspension.

In addition to the termination rights set forth in the Agreement, Cisco may temporarily suspend Your access to the Cloud Service immediately upon notice to You (in accordance with the notice provisions set forth in the Agreement) if there is an unusual spike or increase in Your use of the Cloud Service and we determine that such traffic or use is fraudulent.

3.4. Third-Party Products.

There are integrated applications and bots that You can download and use with the Cloud Service. Many of these integrated applications and bots are third-party products. Cisco does not support or warrant third-party products and disclaims all responsibility and liability for third-party products used with the Cloud Service. If You use a third-party product, the terms of use for that third-party product are between You and the provider. Some third-party products may contain tracking technology. Accordingly, it is Your responsibility to read the third party’s disclosures, terms of use, and privacy policy before using such third-party products with the Cloud Service.

3.5. Geographic Terms and Restrictions.

In accordance with global telecommunications law and regulations, the Cloud Service is currently available in the countries listed [here](#). If the Cloud Service is not available in a country, purchases will be restricted.

a. Pakistan.

If You access the Cloud Service in Pakistan using integrated VoIP, You are responsible, and Cisco has no liability for, ensuring that Your internet service provider has the necessary authorizations to provide VoIP.

b. Russia.

If You use the Cloud Service in Russia, You acknowledge that You are the data operator as defined under Russian law for purposes of Your users' personal data that is collected and processed in connection with the Cloud Service.

3.6. PSTN Requirement and Emergency Response Disclaimer.

a. PSTN Requirement.

In order to use Webex Calling, Webex Calling (formerly Cisco Spark Call), BroadCloud Calling, or HCS-G, You must purchase a PSTN local, long-distance, emergency dialing, and direct-inward-dial service from a Cisco-approved third-party service provider to be combined with the Cloud Service. Once You have deployed the Cloud Service combined with PSTN from a Cisco-approved service provider, You must also configure the emergency response location for Your Authorized Users, for purposes of their emergency calls to national or state-designated emergency numbers. If You do not configure an emergency response location, it may default to Your company address or remain unregistered.

b. Emergency Response Disclaimer.

YOUR EMERGENCY RESPONSE LOCATION FOR PURPOSES OF EMERGENCY CALLS IS LIMITED TO THE LOCATION YOU CONFIGURE IN THE CLOUD SERVICE. IT IS YOUR RESPONSIBILITY TO ADVISE YOUR AUTHORIZED USERS TO ALWAYS PROVIDE THEIR CURRENT LOCATION WHEN CALLING EMERGENCY SERVICES. MOREOVER, IF YOUR BROADBAND CONNECTION, PSTN SERVICE, OR ELECTRICAL POWER FAILS OR IS TEMPORARILY SUSPENDED OR INTERRUPTED, OR ANY OTHER ISSUE INTERRUPTS YOUR NETWORK CONNECTIVITY, THE CLOUD SERVICE (INCLUDING EMERGENCY CALLS) WILL ALSO FAIL. CISCO WILL NOT BE LIABLE FOR ANY CLAIMS ARISING FROM FAILURE OF YOUR NETWORK CONNECTIVITY.

3.7. Cisco Webex Hybrid Services.

Cisco Webex Hybrid Services allow You to connect Your existing on-premises infrastructure with the Webex cloud platform. If You choose to use Cisco Webex Hybrid Services, You will be required to download and install software applications on Your premises to enable integration with Cisco Webex ("**Hybrid Software**"). You will exercise exclusive control over the Hybrid Software in Your environment. You will maintain the Hybrid Software in a secured environment accessible only to Your authorized employees and agents. You will implement and maintain appropriate technical and organizational measures designed to protect the Hybrid Software against accidental loss, destruction or alteration, unauthorized access, or unlawful destruction. You also represent and warrant that You: (i) have an information security program that complies with generally applicable data privacy and security laws and regulations and is appropriate to the nature and scope of Your activities and services; (ii) conduct routine risk assessments of Your (or Your subcontractor's) information security program; (iii) regularly employ a current version of industry leading virus and malware protection software; and (iv) otherwise follow industry best practices to protect Your network environment.

Some countries may consider operation of the Hybrid Software a regulated activity. You represent and warrant that You have obtained all requisite authority to operate the Hybrid Software. You agree that You will operate the Hybrid Software only in those countries where the Cloud Service is available and unrestricted as set forth in Section 3.5 above.

You hereby hold Cisco (and its officers, directors, employees, shareholders, customers, agents, successors, and assigns) harmless from and against any and all loss, damages, liabilities, settlement, costs, and expenses (including legal expenses and the expenses of other professionals) as incurred, resulting from Your breach of this Section 3.7.

4. Data Protection.

Cisco's data protection obligations are set forth in the Agreement. Additionally, the applicable [Privacy Data Sheet](#) supplements the Cisco Privacy Statement and describes the Personal Data that Cisco collects and processes as part of the delivery of the Cloud Service to You.

4.1. Cooperation with Law Enforcement.

If required by law, Cisco may cooperate with law enforcement authorities in the investigation of suspected or alleged illegal or other activities. This may include, but is not limited to, disclosure, where possible, to the relevant law enforcement authorities of Your Personal Data, Your content, and the content of Your transmissions through the Cloud Service.

4.2. Accounts for Personal Use.

If You create an account to use to the Cloud Service for personal use, Your employer's policies will not apply to the data that You share while using the Cloud Service. However, if You use Your employer-issued email address and Your employer later purchases the Cloud Service from Cisco, You will be required to update the email address associated with Your account to a personal email address. Cisco recommends that You use Your personal email address to access the Cloud Service for personal use. If You want to change Your email address, You can do so by following these [instructions](#). If You do nothing, Your account and Personal Data will be controlled by Your employer and Your use will be subject to Your employer's policies.

5. Support & Maintenance.

The Cloud Service and Software include basic online support and phone support. Support will be provided by Cisco, except for BroadCloud Calling, HCS, and HCS-G, in which cases support will be provided by Your Approved Source according to the terms existing between you and the Approved Source. When support is being provided by Cisco, Cisco will respond as set forth in the table below and may require information from You to resolve service issues. You agree to provide the information requested and understand that a delay in providing the information to Cisco may delay resolution and response time.

Online Support allows access for support and troubleshooting via online tools, email and web case submission only. No telephone access is provided. Case severity or escalation guidelines are not applicable. Cisco will respond to a submitted case no later than the next business day during standard business hours.

Phone Support provides Cisco Technical Assistance Center (TAC) access 24 hours per day, 7 days per week to assist by telephone, or web case submission and online tools with use and troubleshooting issues. Cisco will respond within one (1) hour for Severity 1 and 2 calls received. For Severity 3 and 4 calls, Cisco will respond no later than the next business day.

You will also have access to Cisco.com, which provides helpful technical and general information about Cisco products, as well as access to Cisco's on-line knowledge base and forums. Please note that access restrictions identified by Cisco from time to time may apply.

For Software, Cisco will provide (i) work-around solutions or patches to reported problems and (ii) major, minor, and maintenance releases of the licensed Software version, which can be accessed on Cisco Software Central. You may be required to update to the latest Software release to correct a reported Software problem.

The below table outlines Cisco's response objectives for submitted cases based on case severity. Cisco may adjust assigned case severity to align with the Severity definitions below.

Software Support Service	Technical Support Coverage	Response Time Objective for Case Severity 1 or 2	Response Time Objective for Case Severity 3 or 4
Basic with Phone Support	24x7 via Phone & Web	Response within 1 hour	Response within next Business Day
Basic with Online Support	Web	Response to all cases within next Business Day during Standard Business Hours	

The following definitions apply to this Section 5:

Response Time means the time between case submission in the case management system to support engineer contact.

Severity 1 means the Cloud Service or Software is unavailable or down or there is a critical impact to a significant impact to Your business operation. You and Cisco both will commit full-time resources to resolve the situation.

Severity 2 means the Cloud Service or Software is degraded or significant aspects of Your business operation are negatively impacted by unacceptable software performance. You and Cisco both will commit full-time resources during Standard Business Hours to resolve the situation.

Severity 3 means the Cloud Service or Software is impaired, although most business operations remain functional. You and Cisco both are willing to commit resources during Standard Business Hours to resolve the situation.

Severity 4 means minor intermittent functionality or performance issue, or information is required on the Cloud Service or Software. There is little or no impact to Your business operation. You and Cisco both are willing to provide resources during Standard Business Hours to provide assistance or information as requested.

Business Day means the generally accepted days of operation per week within the relevant region where the support will be performed, excluding local holidays as observed by Cisco.

Local Time means Central European Time for support provided in Europe, Middle East and Africa, Australia's Eastern Standard Time for support provided in Australia, Japan's Standard Time for support provided in Japan, and Pacific Standard Time for support provided in all other locations.

Standard Business Hours means 8am to 5pm Local Time (relative to the location of the Cisco TAC) on Business Days.

Exhibit A Offer Description Supplement: Cisco Collaboration Flex Plan for Education

1. Supplemental Terms and Conditions.

In the main body of the Offer Description, the following paragraphs are inserted at the end of Section 3:

1.1. Education End Users.

Cisco Collaboration Flex Plan for Education is intended for use by public or private institutions considered a school, college, university, or other education provider, under applicable law, regulation, or other government policy.

1.2. Obligations with Respect to Minor Children.

As between You and Cisco:

You are solely responsible for providing notices to and obtaining appropriate consents from parents and guardians of Minor Children for the collection, use, and processing of Personal Information by Education End User and Cisco in connection with the delivery of the Cloud Service;

You will provide such notices and obtain such consents before any collection, use, or other processing of Personal Information of Minor Children, and upon reasonable request will provide evidence of such notices and consents to Cisco in a timely manner; and

You will provide parents and guardians with the ability to request access, correction, deletion, or suppression of the Personal Information collected from Minor Children.

Exhibit B Offer Description Supplement: Cisco Collaboration Flex Plan for Public Sector

1. Supplemental License Model Terms.

In the main body of the Offer Description, the first sentence of the second paragraph of Section 2.2 Active User is replaced with the following:

Your Order must reflect at least 250 Knowledge Workers and the greater of the following number of Active Users: (c) 40 Active Users; (d) 10% of Your Knowledge Workers; or (e) if You are migrating from an existing subscription, the number of Active Users on the Order associated with Your existing subscription.

2. Supplemental Terms and Conditions.

In the main body of the Offer Description, the following paragraphs are inserted at the end of Section 3:

2.1. FedRAMP-Authorized Cloud Services.

Both Webex Meetings FedRAMP-Authorized and HCS-G have been certified by the Federal Risk and Authorization Management Program ("FedRAMP"). Personal Data processed in connection with Your Use of these Cloud Services is stored in the United States and not subject to international data transfers. If you have access to federal information, it is Your responsibility to ensure that such information is restricted to a FedRAMP-authorized environment and not accessed in connection with the Cloud Services that are not FedRAMP-authorized.

2.2. Disclaimer of Cisco's Liability Related to PSTN Traffic.

When connecting to the Cloud Service from locations outside the United States, Cisco strongly recommends that You and Your meeting participants use integrated VoIP. You acknowledge that calls placed over PSTN are unencrypted and subject to local laws. If You use a PSTN connection and suffer harm resulting from the lack of encryption, You are solely responsible and Cisco disclaims all liability for any such harm.

UNIVERSAL CLOUD AGREEMENT

This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) You purchase from Cisco or an Approved Source and is between You and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at www.cisco.com/go/cloudterms (collectively "Agreement").

By clicking 'accept,' or using the Cloud Service, You agree to the terms of this Agreement. If You do not have authority to enter into this Agreement, or if You do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If You determine that You cannot comply with the terms of this Agreement after You have paid for the Cloud Service, You may terminate Your access to the Cloud Service for a full refund provided You do so within thirty (30) days of Your purchase.

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5. Ownership and Software Licensing Rights	10. Definitions

Section 1. Our Responsibilities

- a. We provide the Cloud Service and Support.** We will make the Cloud Service available and provide basic technical support, as described in each Offer Description. Higher levels of support may be available for an additional fee.
- b. Updates to the Cloud Service.** Cisco may enhance and refine the Cloud Service provided we do not materially reduce its functionality other than in accordance with our End of Life Policy. From time to time, Cisco performs scheduled maintenance to update the servers and software that are used to provide You the Cloud Service. You acknowledge that Cisco may, in certain situations, need to perform emergency maintenance of a Cloud Service without providing advance notice to You.

Section 2. Your Payment Obligations

Fees for the Cloud Service are set out in Your purchase terms with Your Approved Source. Fees are non-refundable and payment obligations are non-cancelable, except as provided in Your purchase terms or where prohibited by law.

Section 3. Your Use of the Cloud Service

- a. Acceptable Use.** You may use the Cloud Service during the applicable term for Your internal business purposes only, and in accordance with the applicable Offer Description, Order, and Documentation. You are responsible for the accuracy, quality and legality of Your Customer Data, the means by which You acquired Your Customer Data and Your use of Your Customer Data with our Cloud Service. You will not (i) interfere with the Cloud Service, other customers' access to the Cloud Service, or with the security of the Cloud Service; (ii) sell, resell, or distribute the Cloud Service; (iii) make the Cloud Service available to third parties as a managed or network provisioned service; or (iv) attack or disrupt the Cloud Service, including denial of service (DoS), unauthorized access, monitoring or crawling, or distribution of malware (including but not limited to viruses, Trojan horses, worms, time bombs, spyware, adware, or cancelbots).
- b. You are responsible for Your users.** Authorized Users may submit Customer Data to the Cloud Service, such as messages or files. Cisco does not endorse and has no control over what Your Authorized Users submit through the Cloud Service. You are responsible for all content and Customer Data submitted to, or created in the Cloud Service. You will inform Your Authorized Users of Your policies and practices that are relevant to their use of the Cloud Service and of any settings that may impact the processing of Customer Data.
- c. Your account must be accurate and up-to-date.** You represent that all account information You provide is accurate and will be kept up-to-date. In addition, You will use reasonable means to protect Your account information, passwords and other login credentials for the Cloud Service, and promptly notify Cisco of any known unauthorized use of or access to Your account.

Section 4. Data Protection, Privacy & Confidential Information

- a. How we use Your data.** Cisco will process Customer Data and Personal Data in accordance with this Agreement, Cisco's [Privacy Statement](#), and the applicable Offer Description. Cisco will maintain administrative, physical and technical safeguards consistent with industry standards and the Documentation, which are designed to provide security, confidentiality and integrity of the Customer Data processed by Cisco. Certain Data that Cisco collects from a Cloud Service, or that You provide or make accessible to Cisco as part of Your use of a Cloud Service, is necessary for the essential use and functionality of such Cloud Service. Data is also

used by Cisco to provide associated services such as technical support and to continually improve the operation, security, efficacy and functionality of the Cloud Service. For those reasons, You may not be able to opt out of some of the Data collection other than by uninstalling or disabling the Cloud Service.

- b. **Use of Telemetry Data and Statistical Data.** Cisco may process Telemetry Data related to Your use of the Cloud Service in order to (i) deliver, enhance, improve, customize, support, and/or analyze the Cloud Service and other Cisco offerings, and (ii) derive Statistical Data. Cisco may freely use Telemetry Data that does not identify You or any of Your Authorized Users. Statistical Data is owned by Cisco and may be used for any legitimate interest or purpose, including, without limitation, for purposes of enhancing, developing, marketing, and/or promoting Cisco products and services, including the Cloud Service.
- c. **International Data Transfers.** Cisco may process and store Customer Data and Personal Data in the United States or outside of the country where it was collected. You are responsible for providing any required notices to Authorized Users and obtaining all required consents from Authorized Users regarding the processing and transfer of Personal Data by the Cloud Service, including international transfers. Cisco will only transfer Personal Data consistent with applicable law. To the extent Cisco processes any Personal Data from the EEA or Switzerland on behalf of You, we will do so in a manner consistent with the relevant EU- or Swiss-US Privacy Shield Principles or successor frameworks (“Principles”) (see www.commerce.gov/privacyshield). Where Cisco transfers Personal Data from an APEC Member Economy on behalf of You, Cisco will process such Personal Data in a manner consistent with the APEC Cross Border Privacy Rules Systems requirements (“CBPRs”) (see www.cbprs.org) to the extent the requirements are applicable to Cisco’s processing of such data. If Cisco is unable to provide at least the same level of protection as required by the Principles or CBPRs, Cisco will promptly notify You and cease processing.
- d. **Confidential Information.** The parties will protect each other’s Confidential Information. Your Confidential Information includes Your Customer Data. The party receiving Confidential Information will exercise at least the same degree of care that it uses to protect its own Confidential Information of a similar nature, but in no event less than reasonable care to (i) restrict dissemination of Confidential Information only to individuals or third parties with a need to know and who are under a substantially similar duty of confidentiality, and (ii) not use any Confidential Information for any purpose other than to perform its obligations under this Agreement. The receiving party’s obligations will not apply to information that (w) is rightfully in its possession prior to receipt from the disclosing party, (x) is or becomes publicly available other than as a result of a breach of this Agreement, (y) is rightfully obtained by the receiving party from a third party under no obligation of confidentiality with respect to the information, or (z) is independently developed by the receiving party. The receiving party may disclose Confidential Information to the extent required by law or regulation.

Section 5. Ownership and Software Licensing Rights

- a. **What You Own.** You retain all right, title and interest in and to Your Customer Data. We may use Your Customer Data in order to (i) provide the Cloud Service, and (ii) derive Statistical Data.
- b. **What We Own.** Cisco and its licensors retain ownership in all intellectual property rights to the Cloud Service and its underlying technology, software, patents, know-how and associated documentation, in whole or in part, including all improvements, enhancements, modifications, and derivative works (together, “Materials”). Cisco reserves all rights to the Cloud Service, Software and Materials that are not expressly granted under this Agreement.
- c. **Software License & Restrictions.** To use the Cloud Service, You may be required to download and install a Cisco proprietary agent, plug-in or similar software (“Software”). Cisco grants you a limited, non-exclusive, non-sublicensable and non-transferable license to use the Software solely as required to use the Cloud Service. The Software may contain open source code that is subject to its own license terms. With respect to Your use of the Software, You may not and may not allow a third party to modify, reverse engineer, decompile, or otherwise attempt to derive the source code for the Software, or create derivative works of the Software except as legally required for interoperability purposes.
- d. **Feedback.** We welcome Your feedback and suggestions about the Cloud Service and look for ways to implement them wherever possible. You authorize Cisco to use feedback and ideas You provide in connection with Your Use of the Cloud Service for any purpose without further obligation.
- e. **Beta and Trial Versions.** If we provide beta versions of the Cloud Service for You to evaluate, they are not yet generally released and may contain bugs, errors, or other issues so they may not be used in Your production environments. We may also give You trial access to the Cloud Service. Any trial period will expire thirty (30) days after it starts unless otherwise stated in writing from Cisco. Beta and trial Cloud Services are provided “AS-IS” without support or any express or implied warranty or indemnity for any problems or issues. Cisco may end the beta or trial at any time and any related data, information, and files would be lost and no longer accessible by You.

Section 6. Indemnification

Cisco will defend You against any third-party claim that a Cloud Service infringes such third-party’s patent or copyright (a “Claim”), and will indemnify You against the final judgment entered by a court of competent jurisdiction or a settlement arising out of such Claim. Cisco will have no obligation for any Claim to the extent such Claim is based on (i) a modification of the Cloud Service by You or a third party, or use of the Cloud Service outside the scope of this Agreement; (ii) combination, operation, or use of the Cloud Service with non-Cisco products, software, services or business processes; (iii) Customer Data; or (iv) services You provide based on the Cloud Service. You must (x) promptly notify Cisco in writing of the Claim (or threat thereof), and any subsequent litigation updates, and (y) cooperate with

Cisco in the defense of the Claim (including any statements to third parties regarding the Claim), and (z) grant Cisco full and exclusive control of the defense and settlement of the Claim and any subsequent appeal. If You fail to notify Cisco promptly of the Claim or provide timely subsequent litigation updates, and that failure prejudices Cisco's ability to defend, settle or respond to the Claim, then Cisco's obligation to defend or indemnify You with respect to that Claim will be reduced to the extent Cisco has been prejudiced. In addition, such failure to provide prompt notification will relieve Cisco of any obligation to reimburse You for Your attorneys' fees incurred prior to notification. If a Claim is made or appears likely, Cisco may, at Cisco's option, (1) procure for You the right to continue using the Cloud Service under the terms of this Agreement, or (2) replace or modify the Cloud Service to be non-infringing without material decrease in functionality. If Cisco determines that neither of these options are reasonably available, Cisco may terminate the applicable Cloud Service upon written notice to You, and refund You a pro rata portion of the price You paid for the Cloud Service for the remainder of the unexpired term. This section states Cisco's entire obligation and Your exclusive remedy regarding any Claims against You.

Section 7. Warranties, Disclaimers, and Limitation of Liability

- a. **Warranty.** Unless otherwise provided in an applicable Offer Description, Cisco warrants that it provides the Cloud Service in accordance with the Offer Description using commercially reasonable skill and care. Upon prompt notification by You of Cisco's breach of this warranty, to the extent permitted by applicable law, Your sole and exclusive remedy is, at our option, either repair or replacement of the Cloud Service or a refund of the fees paid to Cisco for the period in which the Cloud Service did not materially comply. **Except as expressly stated in this Section 7(a), to the extent allowed by applicable law, Cisco: (i) expressly disclaims all warranties and conditions of any kind, express or implied, including without limitation any warranty, condition or other implied term as to merchantability, or fitness for a particular purpose or non-infringement; and (ii) makes no warranty or representation that: (1) the Cloud Service will be uninterrupted, completely secure, error-free, or free of viruses; or (2) the Cloud Service will meet Your business requirements or operate with Your existing systems.**
- b. **Limitation of Liability.** Except for any amounts due to Cisco for the Cloud Service, either party's liability for claims related to, or arising out of, this Agreement, Your Order, or the Cloud Service, shall not exceed, in the aggregate, the fees paid to Cisco for the Cloud Service in the twelve (12) months preceding the last event giving rise to the liability. In no event will either party be liable for (i) indirect, incidental, exemplary, special or consequential damages; (ii) loss or corruption of data or interrupted or loss of business; or (iii) loss of revenues, profits, goodwill or anticipated sales or savings. This limitation of liability applies whether the claims are in warranty, contract, tort, infringement, or otherwise, even if either party has been advised of the possibility of such damages. Nothing in this Section 7 limits or excludes any liability that cannot be limited or excluded under applicable law. This limitation of liability is cumulative and not per incident.

Section 8. Term and Termination

- a. **Term.** The initial term of a Cloud Service starts on the date the Cloud Service is available for Your use and lasts for the period stated in the Order.
- b. **Renewal.** *In order to provide You with uninterrupted service, the Cloud Service will automatically renew for the renewal period selected on the Order ("Renewal Term") unless (i) You notify the Approved Source in writing at least thirty (30) days before the end of the then-current term of Your intention not to renew or (ii) You or Your Approved Source elect on the Order at the time of initial purchase not to auto-renew the Cloud Service. Your Approved Source will notify You reasonably in advance of any Renewal Term if there are any fee changes. The new fees will apply for the upcoming Renewal Term unless You promptly notify in writing, before the applicable renewal date, that You do not accept the fee changes.* In such event, the Cloud Service will terminate at the end of the then-current term.
- c. **Termination.** If a party materially breaches this Agreement and does not cure that breach within thirty (30) days after receipt of written notice of the breach, the non-breaching party may terminate this Agreement for cause. Cisco also has the right to immediately suspend or terminate Your use of the Services if You breach Section 3(a) above. Upon termination or expiration of this Agreement, You must cease any further use of the Cloud Service and destroy any copies of Software within Your control. Upon any termination by You for Cisco's material breach of the Agreement, we will refund to You or Your Approved Source any prepaid fees covering the remainder of the then-current term after the effective date of termination. Upon any termination by Cisco for Your material breach of the Agreement, You will pay any unpaid fees covering the remainder of the then-current term.
- d. **End-of-Life.** Cisco reserves the right to end-of-life (EOL) the Cloud Service three (3) years after the end-of-sale date. If You prepaid the fee for the Cloud Service which is subject to EOL, Cisco will use commercially reasonable efforts to transition You to a substantially similar Cloud Service. If Cisco does not have a substantially similar Cloud Service, then Cisco will credit You any unused portion of the prepaid fee for such Cloud Service, calculated from the last date the Cloud Service is available. Such credit can be applied towards the future purchase of Cisco products.
- e. **Survival.** The following sections survive the expiration or termination of this Agreement: 2, 3, 4, 5a, 5b, 7, and 9.

Section 9. General Provisions

- a. **Assignment and Subcontracting.** We may assign any of our rights or delegate any of our obligations under this Agreement in our sole discretion. We may also subcontract the performance of the Cloud Service to third parties. Any such subcontract will not relieve Cisco of any of its obligations under this Agreement. You may not assign this Agreement without the prior written consent of Cisco.

- b. Modifications.** As our business evolves, we may modify this Agreement. Any material changes to the Agreement are not retroactive and will only apply to future Orders. If You place a new Order after such modification, Your use of the Cloud Service will be deemed as acceptance of the Agreement, as modified.
- c. Compliance with Laws.** Cisco will comply with all applicable laws when providing the Cloud Service. We may restrict the availability of the Cloud Service in any particular location or modify or discontinue Cloud Service features to comply with applicable laws and regulations. You will comply with all applicable laws and regulations related to Your receipt and use of the Cloud Service. You must ensure You have the right to use all features of the Cloud Service in Your jurisdiction.
- d. Governing Law and Venue.** The Agreement, and any disputes arising out of or related hereto, will be governed exclusively by the applicable governing law below, based on Your primary place of business and without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods. The courts located in the applicable venue below will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to the Agreement or its formation, interpretation or enforcement. Each party hereby consents and submits to the exclusive jurisdiction of such courts. Regardless of the below governing law, either of us may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of our intellectual property or proprietary rights.

Your Primary Place of Business	Governing Law	Jurisdiction and Venue
United States, Latin America or the Caribbean	State of California, United States of America	Superior Court of California, County of Santa Clara and Federal Courts of the Northern District of California
Canada	Province of Ontario, Canada	Courts of the Province of Ontario
Europe (excluding Italy), Middle East, Africa, Asia (excluding Japan and China), Oceania (excluding Australia)	Laws of England*	English Courts
Japan	Laws of Japan	Tokyo District Court of Japan
Australia	Laws of the State of New South Wales	State and Federal Courts of New South Wales
Italy	Laws of Italy	Court of Milan
China	Laws of the People's Republic of China	Hong Kong International Arbitration Center
All other countries or territories	State of California	State and Federal Courts of California

*Where the governing law is the laws of England, no person who is not a party to this Agreement shall be entitled to enforce or take the benefit of any of its terms under the Contracts (Rights of Third Parties) Act 1999.

- e. Notification.** Cisco may provide You with notice via email, regular mail and/or postings on the Cisco.com website or any other website used as part of the Cloud Service. Notices to Cisco should be sent to Cisco Systems, Office of General Counsel, 170 Tasman Drive, San Jose, CA 95134 unless an applicable Offer Description specifically allows other means of notice.
- f. Force Majeure.** Except for payment obligations, neither of us will be responsible for failure of performance due to a Force Majeure Event.
- g. Reservation of Rights.** Failure to enforce any right under this Agreement will not waive that right.
- h. Severability.** If any term of this Agreement is not enforceable, this will not affect any other terms.
- i. Complete Agreement.** This Agreement together with the applicable Offer Description(s) is the complete agreement between the parties concerning the Cloud Service and supersedes all prior or contemporaneous communications, understandings or agreements (whether written or oral) regarding this subject matter. In the event of any conflict the order of precedence is: i) Offer Description; ii) this Agreement; then iii) any applicable policies referenced in this Agreement. The parties agree that the English version of this Agreement will govern in the event of a conflict between it and any version translated into another language.

Section 10. Definitions

"Administrative Data" means data related to Your employees or representatives to administer or manage Your use of the Cloud Service. Administrative Data may include Personal Data and information about our contractual commitments, whether collected at the time of the initial registration or thereafter.

"Approved Source" means Cisco or a Cisco authorized reseller, distributor or systems integrator.

"Authorized User" means the individuals authorized by You to access the Cloud Service.

"Cisco" "we," "our" or "us" means Cisco Systems, Inc. or its applicable affiliate.

“Cloud Service” means the Cisco hosted software-as-a-service offering described in the applicable Offer Description that You purchase with an Order and which is governed by this Agreement.

“Confidential Information” means non-public confidential or proprietary information of the disclosing party that is clearly marked confidential or should be reasonably assumed as confidential given the nature of the information and the circumstances of disclosure.

“Customer Data” means all information and data that You or anyone acting on Your behalf provides or transfers to Cisco in connection with Your use of the Cloud Service. Customer Data includes Administrative Data but does not include Telemetry Data.

“Data” means Telemetry Data and Statistical Data.

“Documentation” means the Cisco user or technical manuals, training materials, specifications, privacy data sheets, or other information applicable to the Cloud Service.

“Force Majeure Event” means an event beyond the affected party’s reasonable control, including accidents, severe weather events, acts of God, actions of any government agency, epidemic, pandemic, acts of terrorism, or the stability or availability of the Internet or a portion thereof.

“Offer Description(s)” means a description of the applicable Cloud Service(s) (located [here](#)).

“Order” means an ordering document (including a web or other electronic form) submitted to Cisco that specifies at least the duration, type/product ID (PID) and quantity of Cloud Service(s) to be provided and the associated fees.

“Personal Data” has the same meaning given to Personal Information in Cisco’s [Privacy Statement](#).

“Statistical Data” means any information/data that Cisco derives from Customer Data and/or Telemetry Data, provided that such information/data is aggregated and/or de-identified such that it cannot reasonably be used to identify an individual or entity.

“Telemetry Data” means information generated by instrumentation and logging systems created through the use and operation of Cisco products and services.

“You” or **“Your”** means the individual or legal entity purchasing the Cloud Service.



Cisco End User License Agreement

This is an agreement between You and Cisco Systems, Inc. or its affiliates (“**Cisco**”) and governs your Use of Cisco Software. “**You**” and “**Your**” means the individual or legal entity licensing the Software under this EULA. “**Use**” or “**Using**” means to download, install, activate, access or otherwise use the Software. “**Software**” means the Cisco computer programs and any Upgrades made available to You by an Approved Source and licensed to You by Cisco. “**Documentation**” is the Cisco user or technical manuals, training materials, specifications or other documentation applicable to the Software and made available to You by an Approved Source. “**Approved Source**” means (i) Cisco or (ii) the Cisco authorized reseller, distributor or systems integrator from whom you acquired the Software. “**Entitlement**” means the license detail; including license metric, duration, and quantity provided in a product ID (PID) published on Cisco’s price list, claim certificate or right to use notification. “**Upgrades**” means all updates, upgrades, bug fixes, error corrections, enhancements and other modifications to the Software and backup copies thereof.

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This agreement, any supplemental license terms and any specific product terms at www.cisco.com/go/softwareterms (collectively, the “**EULA**”) govern Your Use of the Software.

- 1. Acceptance of Terms.** By Using the Software, You agree to be bound by the terms of the EULA. If you are entering into this EULA on behalf of an entity, you represent that you have authority to bind that entity. If you do not have such authority or you do not agree to the terms of the EULA, neither you nor the entity may Use the Software and it may be returned to the Approved Source for a refund within thirty (30) days of the date you acquired the Software or Cisco product. Your right to return and refund applies only if you are the original end user licensee of the Software.
- 2. License.** Subject to payment of the applicable fees and compliance with this EULA, Cisco grants You a limited, non-exclusive and non-transferable license to Use object code versions of the Software and the Documentation solely for Your internal operations and in accordance with the Entitlement and the Documentation. Cisco licenses You the right to Use only the Software You acquire from an Approved Source. Unless contrary to applicable law, You are not licensed to Use the Software on secondhand or refurbished Cisco equipment not authorized by Cisco, or on Cisco equipment not purchased through an Approved Source. In the event that Cisco requires You to register as an end user, Your license is valid only if the registration is complete and accurate. The Software may contain open source software, subject to separate license terms made available with the Cisco Software or Documentation.

If the Software is licensed for a specified term, Your license is valid solely for the applicable term in the Entitlement. Your right to Use the Software begins on the date the Software is made available for download or installation and continues until the end of the specified term, unless otherwise terminated in accordance with this Agreement.
- 3. Evaluation License.** If You license the Software or receive Cisco product(s) for evaluation purposes or other limited, temporary use as authorized by Cisco (“**Evaluation Product**”), Your Use of the Evaluation Product is only permitted for the period limited by the license key or otherwise stated by Cisco in writing. If no evaluation period is identified by the

license key or in writing, then the evaluation license is valid for thirty (30) days from the date the Software or Cisco product is made available to You. You will be invoiced for the list price of the Evaluation Product if You fail to return or stop Using it by the end of the evaluation period. The Evaluation Product is licensed “AS-IS” without support or warranty of any kind, expressed or implied. Cisco does not assume any liability arising from any use of the Evaluation Product. You may not publish any results of benchmark tests run on the Evaluation Product without first obtaining written approval from Cisco. You authorize Cisco to use any feedback or ideas You provide Cisco in connection with Your Use of the Evaluation Product.

4. **Ownership.** Cisco or its licensors retain ownership of all intellectual property rights in and to the Software, including copies, improvements, enhancements, derivative works and modifications thereof. Your rights to Use the Software are limited to those expressly granted by this EULA. No other rights with respect to the Software or any related intellectual property rights are granted or implied.

5. **Limitations and Restrictions.** You will not and will not allow a third party to:
 - a. transfer, sublicense, or assign Your rights under this license to any other person or entity (except as expressly provided in Section 12 below), unless expressly authorized by Cisco in writing;
 - b. modify, adapt or create derivative works of the Software or Documentation;
 - c. reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software, except as provided in Section 16 below;
 - d. make the functionality of the Software available to third parties, whether as an application service provider, or on a rental, service bureau, cloud service, hosted service, or other similar basis unless expressly authorized by Cisco in writing;
 - e. Use Software that is licensed for a specific device, whether physical or virtual, on another device, unless expressly authorized by Cisco in writing; or
 - f. remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks on or within the Software;

6. **Third Party Use of Software.** You may permit a third party to Use the Software licensed to You under this EULA if such Use is solely (i) on Your behalf, (ii) for Your internal operations, and (iii) in compliance with this EULA. You agree that you are liable for any breach of this EULA by that third party.

7. **Limited Warranty and Disclaimer.**
 - a. **Limited Warranty.** Cisco warrants that the Software will substantially conform to the applicable Documentation for the longer of (i) ninety (90) days following the date the Software is made available to You for your Use or (ii) as otherwise set forth at <http://www.cisco.com/go/warranty>. This warranty does not apply if the Software, Cisco product or any other equipment upon which the Software is authorized to be used: (i) has been altered, except by Cisco or its authorized representative, (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Cisco, (iii) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; (iv) is licensed for beta, evaluation, testing or demonstration purposes or other circumstances for which the Approved Source does not receive a payment of a purchase price or license fee; or (v) has not been provided by an Approved Source. Cisco will use commercially reasonable efforts to deliver to You Software free from any viruses, programs, or programming devices designed to modify, delete, damage or disable the Software or Your data.

 - b. **Exclusive Remedy.** At Cisco’s option and expense, Cisco shall repair, replace, or cause the refund of the license fees paid for the non-conforming Software. This remedy is conditioned on You reporting the non-conformance in writing to Your Approved Source within the warranty period. The Approved Source may ask You to return the Software, the Cisco

product, and/or Documentation as a condition of this remedy. This Section is Your exclusive remedy under the warranty.

c. **Disclaimer.**

Except as expressly set forth above, Cisco and its licensors provide Software "as is" and expressly disclaim all warranties, conditions or other terms, whether express, implied or statutory, including without limitation, warranties, conditions or other terms regarding merchantability, fitness for a particular purpose, design, condition, capacity, performance, title, and non-infringement. Cisco does not warrant that the Software will operate uninterrupted or error-free or that all errors will be corrected. In addition, Cisco does not warrant that the Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack.

8. **Limitations and Exclusions of Liability.** In no event will Cisco or its licensors be liable for the following, regardless of the theory of liability or whether arising out of the use or inability to use the Software or otherwise, even if a party been advised of the possibility of such damages: (a) indirect, incidental, exemplary, special or consequential damages; (b) loss or corruption of data or interrupted or loss of business; or (c) loss of revenue, profits, goodwill or anticipated sales or savings. All liability of Cisco, its affiliates, officers, directors, employees, agents, suppliers and licensors collectively, to You, whether based in warranty, contract, tort (including negligence), or otherwise, shall not exceed the license fees paid by You to any Approved Source for the Software that gave rise to the claim. This limitation of liability for Software is cumulative and not per incident. Nothing in this Agreement limits or excludes any liability that cannot be limited or excluded under applicable law.
9. **Upgrades and Additional Copies of Software.** Notwithstanding any other provision of this EULA, You are not permitted to Use Upgrades unless You, at the time of acquiring such Upgrade:
 - a. already hold a valid license to the original version of the Software, are in compliance with such license, and have paid the applicable fee for the Upgrade; and
 - b. limit Your Use of Upgrades or copies to Use on devices You own or lease; and
 - c. unless otherwise provided in the Documentation, make and Use additional copies *solely* for backup purposes, where backup is limited to archiving for restoration purposes.
10. **Audit.** During the license term for the Software and for a period of three (3) years after its expiration or termination, You will take reasonable steps to maintain complete and accurate records of Your use of the Software sufficient to verify compliance with this EULA. No more than once per twelve (12) month period, You will allow Cisco and its auditors the right to examine such records and any applicable books, systems (including Cisco product(s) or other equipment), and accounts, upon reasonable advanced notice, during Your normal business hours.. If the audit discloses underpayment of license fees, You will pay such license fees plus the reasonable cost of the audit within thirty (30) days of receipt of written notice.
11. **Term and Termination.** This EULA shall remain effective until terminated or until the expiration of the applicable license or subscription term. You may terminate the EULA at any time by ceasing use of or destroying all copies of Software. This EULA will immediately terminate if You breach its terms, or if You fail to pay any portion of the applicable license fees and You fail to cure that payment breach within thirty (30) days of notice. Upon termination of this EULA, You shall destroy all copies of Software in Your possession or control.
12. **Transferability.** You may only transfer or assign these license rights to another person or entity in compliance with the current [Cisco Relicensing/Transfer Policy](#). Any attempted transfer or, assignment not in compliance with the foregoing shall be void and of no effect.
13. **US Government End Users.** The Software and Documentation are "commercial items," as defined at Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer

software documentation" as such terms are used in FAR 12.212. Consistent with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software) and Defense Federal Acquisition Regulation Supplement ("DFAR") 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this EULA may be incorporated, Government end users will acquire the Software and Documentation with only those rights set forth in this EULA. Any license provisions that are inconsistent with federal procurement regulations are not enforceable against the U.S. Government.

- 14. Export.** Cisco Software, products, technology and services are subject to local and extraterritorial export control laws and regulations. You and Cisco each will comply with such laws and regulations governing use, export, re-export, and transfer of Software, products and technology and will obtain all required local and extraterritorial authorizations, permits or licenses. Specific export information may be found at: <http://tools.cisco.com/legal/export/pepd/Search.do>
- 15. Survival.** Sections 4, 5, the warranty limitation in 7(a), 7(b) 7(c), 8, 10, 11, 13, 14, 15, 17 and 18 shall survive termination or expiration of this EULA.
- 16. Interoperability.** To the extent required by applicable law, Cisco shall provide You with the interface information needed to achieve interoperability between the Software and another independently created program. Cisco will provide this interface information at Your written request after you pay Cisco's licensing fees (if any). You will keep this information in strict confidence and strictly follow any applicable terms and conditions upon which Cisco makes such information available.
- 17. Governing Law, Jurisdiction and Venue.**

If You acquired the Software in a country or territory listed below, as determined by reference to the address on the purchase order the Approved Source accepted or, in the case of an Evaluation Product, the address where Product is shipped, this table identifies the law that governs the EULA (notwithstanding any conflict of laws provision) and the specific courts or arbitrators that have exclusive jurisdiction over any claim arising under this EULA.

Country or Territory	Governing Law	Jurisdiction and Venue
United States, Latin America or the Caribbean	State of California, United States of America	Federal District Court, Northern District of California or Superior Court of Santa Clara County, California
Canada	Province of Ontario, Canada	Courts of the Province of Ontario, Canada
Europe (excluding Italy), Middle East, Africa, Asia (excluding Japan and China) or Oceania (excluding Australia)	Laws of England	English Courts
Japan	Laws of Japan	Tokyo District Court of Japan
Australia	Laws of the State of New South Wales	State and Federal Courts of New South Wales
Italy	Laws of Italy	Court of Milan
China	Laws of the People's Republic of China.	Hong Kong International Arbitration Center
All other countries or territories	State of California	State and Federal Courts of California

The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods. In addition, no person who is not a party to the EULA shall be entitled to enforce or take the benefit of any of its terms under the Contracts (Rights of Third Parties) Act 1999. Regardless of the above governing law, either party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party's intellectual property or proprietary rights.

18. Integration. If any portion of this EULA is found to be void or unenforceable, the remaining provisions of the EULA shall remain in full force and effect. Except as expressly stated or as expressly amended in a signed agreement, the EULA constitutes the entire agreement between the parties with respect to the license of the Software and supersedes any conflicting or additional terms contained in any purchase order or elsewhere, all of which terms are excluded. The parties agree that the English version of the EULA will govern in the event of a conflict between it and any version translated into another language.

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**INFORMATION ITEM: TAX COLLECTION REPORT
(AS OF APRIL 30, 2019)**

- Exhibit "A" gives the LCISD collections made during the month of April 30, 2019.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2018 through August 31, 2019.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2018-19 roll as compared to prior years. Through April 30, 2019, LCISD had collected 97.7 % of the 2018-19 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2018-2019.
- Exhibit "E" shows the LCISD tax collection analysis for the last six years.

Resource Person: Jill Ludwig, CPA, RTSBA, Chief Financial Officer

**Lamar Consolidated ISD
Tax Collections
April 2019**

Year	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	General Fund Taxes Paid	General Fund P & I & Collection Fees	Debt Service Taxes Paid	Debt Service P & I & Collection Fees
18	\$ 1,274,473.44	\$ 121,466.27	\$ 11,870.91	\$ 1,407,810.62	\$ 971,900.43	\$ 104,499.75	\$ 302,573.01	\$ 28,837.43
17	\$ 54,030.34	\$ 14,777.92	\$ 13,786.83	\$ 82,595.09	\$ 40,426.09	\$ 24,843.91	\$ 13,604.25	\$ 3,720.84
16	\$ 37,555.71	\$ 7,665.02	\$ 5,762.56	\$ 50,983.29	\$ 28,099.58	\$ 11,497.60	\$ 9,456.13	\$ 1,929.98
15	\$ 24,108.36	\$ 2,869.16	\$ 1,985.48	\$ 28,963.00	\$ 18,038.13	\$ 4,132.22	\$ 6,070.23	\$ 722.42
14	\$ 26,207.00	\$ 3,229.10	\$ 1,884.76	\$ 31,320.86	\$ 19,608.34	\$ 4,300.78	\$ 6,598.66	\$ 813.08
13	\$ 20,874.01	\$ 2,596.18	\$ 1,334.44	\$ 24,804.63	\$ 15,618.15	\$ 3,276.91	\$ 5,255.86	\$ 653.71
12	\$ 1,677.94	\$ 120.43	\$ 189.83	\$ 1,988.20	\$ 1,255.44	\$ 279.93	\$ 422.50	\$ 30.33
11	\$ 798.34	\$ 337.50	\$ 225.09	\$ 1,360.93	\$ 585.83	\$ 472.75	\$ 212.51	\$ 89.84
10	\$ 380.21	\$ 421.83	\$ 160.40	\$ 962.44	\$ 284.22	\$ 475.74	\$ 95.99	\$ 106.49
09	\$ 95.89	\$ 117.15	\$ 42.60	\$ 255.64	\$ 75.37	\$ 134.69	\$ 20.52	\$ 25.06
08	\$ 70.21	\$ 94.07	\$ 32.85	\$ 197.13	\$ 55.19	\$ 106.80	\$ 15.02	\$ 20.12
07	\$ 2.97	\$ 4.34	\$ 1.46	\$ 8.77	\$ 2.29	\$ 4.80	\$ 0.68	\$ 1.00
06	\$ 10.29	\$ 9.41	\$ 3.07	\$ 22.77	\$ 8.84	\$ 11.16	\$ 10.39	\$ 16.61
05	\$ 211.03	\$ 349.92	\$ 110.98	\$ 671.93	\$ 184.14	\$ 416.20	\$ 24.23	\$ 40.90
04	\$ 198.79	\$ 363.29	\$ 112.42	\$ 674.50	\$ 174.02	\$ 430.43	\$ 18.49	\$ 33.79
03	\$ 100.04	\$ 195.08	\$ 44.27	\$ 339.39	\$ 90.15	\$ 220.07	\$ 9.89	\$ 19.28
02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
01	\$ 2.66	\$ -	\$ -	\$ 2.66	\$ 2.40	\$ -	\$ 0.26	\$ -
00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
97 & prior	\$ 0.15	\$ 0.52	\$ 0.10	\$ 0.77	\$ 0.14	\$ 0.58	\$ 0.01	\$ 0.04
Totals	\$ 1,440,797.38	\$ 154,617.19	\$ 37,548.05	\$ 1,632,962.62	\$ 1,096,408.75	\$ 155,104.32	\$ 344,388.63	\$ 37,060.92

**Lamar Consolidated ISD
Tax Collections
September 1, 2018-August 31, 2019
(Year-To-Date)**

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 4/30/19
18	\$ 218,981,333.65	\$ 945,723.39	\$ 219,927,057.04	\$ 214,826,075.45	\$ 481,242.66	\$ 25,198.39	\$ 215,332,516.50	\$ 5,100,981.59
17	\$ 1,850,926.53	\$ (102,661.05)	\$ 1,748,265.48	\$ 915,645.09	\$ 213,124.43	\$ 218,669.67	\$ 1,347,439.19	\$ 832,620.39
16	\$ 669,546.50	\$ 116,815.46	\$ 786,361.96	\$ 320,130.88	\$ 61,909.83	\$ 47,108.53	\$ 429,149.24	\$ 466,231.08
15	\$ 437,655.28	\$ 153,722.11	\$ 591,377.39	\$ 266,472.29	\$ 42,673.73	\$ 29,765.28	\$ 338,911.30	\$ 324,905.10
14	\$ 314,941.66	\$ 161,818.66	\$ 476,760.32	\$ 247,721.40	\$ 26,760.20	\$ 18,476.24	\$ 292,957.84	\$ 229,038.92
13	\$ 268,732.08	\$ 167,437.94	\$ 436,170.02	\$ 244,120.67	\$ 23,560.53	\$ 15,968.38	\$ 283,649.58	\$ 192,049.35
12	\$ 227,946.06	\$ (5,579.12)	\$ 222,366.94	\$ 37,345.44	\$ 13,302.36	\$ 6,448.97	\$ 57,096.77	\$ 185,021.50
11	\$ 196,175.99	\$ 1,272.32	\$ 197,448.31	\$ 22,228.63	\$ 9,126.18	\$ 3,986.19	\$ 35,341.00	\$ 175,219.68
10	\$ 176,165.60	\$ 182.95	\$ 176,348.55	\$ 19,685.83	\$ 9,168.00	\$ 3,378.39	\$ 32,232.22	\$ 156,662.72
09	\$ 151,722.30	\$ (757.51)	\$ 150,964.79	\$ 12,735.52	\$ 13,693.94	\$ 4,875.26	\$ 31,304.72	\$ 138,229.27
08	\$ 149,819.98	\$ (584.78)	\$ 149,235.20	\$ 4,354.98	\$ 4,607.41	\$ 1,306.72	\$ 10,269.11	\$ 144,880.22
07	\$ 74,435.76	\$ (1,091.41)	\$ 73,344.35	\$ 3,506.54	\$ 4,065.43	\$ 1,036.65	\$ 8,608.62	\$ 69,837.81
06	\$ 82,021.69	\$ (1,325.58)	\$ 80,696.11	\$ 4,163.41	\$ 5,112.98	\$ 1,049.42	\$ 10,325.81	\$ 76,532.70
05	\$ 127,295.32	\$ (1,162.16)	\$ 126,133.16	\$ 2,987.08	\$ 4,402.82	\$ 1,180.93	\$ 8,570.83	\$ 123,146.08
04	\$ 47,512.32	\$ (605.02)	\$ 46,907.30	\$ 3,986.76	\$ 6,445.32	\$ 1,703.77	\$ 12,135.85	\$ 42,920.54
03	\$ 37,419.62	\$ (606.48)	\$ 36,813.14	\$ 5,703.61	\$ 10,589.80	\$ 2,249.52	\$ 18,542.93	\$ 31,109.53
02	\$ 25,088.38	\$ (509.85)	\$ 24,578.53	\$ 5,365.84	\$ 10,418.01	\$ 2,112.68	\$ 17,896.53	\$ 19,212.69
01	\$ 23,001.31	\$ -	\$ 23,001.31	\$ 5,239.98	\$ 10,884.53	\$ 2,335.35	\$ 18,459.86	\$ 17,761.33
00	\$ 20,737.11	\$ -	\$ 20,737.11	\$ 1,285.61	\$ 2,587.37	\$ 487.31	\$ 4,360.29	\$ 19,451.50
99	\$ 19,148.95	\$ -	\$ 19,148.95	\$ 2,812.13	\$ 5,952.40	\$ 1,103.38	\$ 9,867.91	\$ 16,336.82
98	\$ 10,331.94	\$ -	\$ 10,331.94	\$ 1,496.56	\$ 3,213.64	\$ 549.08	\$ 5,259.28	\$ 8,835.38
97 & prior	\$ 20,665.65	\$ 760.35	\$ 21,426.00	\$ 6,887.98	\$ 15,875.27	\$ 1,928.92	\$ 24,692.17	\$ 14,538.02
Totals	\$223,912,623.68	\$1,432,850.22	\$225,345,473.90	\$216,959,951.68	\$978,716.84	\$390,919.03	\$218,329,587.55	\$8,385,522.22

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION ANALYSIS
PERCENT Y-T-D BY MONTH
FOR CURRENT LEVY ONLY**

MONTH	2018-2019	2017-2018	2016-2017	2015-2016	2014-2015	2013-2014	2012-13	2011-12	2010-11	2009-10	2008-09	2007-08
SEPT	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
OCT	0.2%	0.0%	0.0%	0.1%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
NOV	4.7%	0.5%	3.2%	3.2%	2.2%	7.4%	1.9%	2.6%	3.9%	1.9%	1.7%	2.8%
DEC	52.6%	51.4%	50.3%	49.0%	45.3%	45.3%	33.1%	30.2%	33.3%	25.9%	35.4%	31.9%
JAN	85.9%	83.9%	87.2%	83.9%	82.0%	86.2%	82.9%	82.3%	84.1%	80.7%	80.4%	59.6%
FEB	95.9%	95.7%	95.6%	95.4%	95.1%	95.5%	95.5%	94.8%	94.3%	93.3%	92.8%	93.5%
MAR	97.0%	96.9%	96.9%	96.9%	96.8%	97.0%	96.8%	96.4%	96.1%	95.0%	94.8%	95.1%
APR	97.7%	97.6%	97.5%	97.6%	97.9%	97.8%	97.6%	97.1%	96.9%	96.0%	95.6%	95.9%
MAY		98.2%	98.2%	98.4%	98.2%	98.2%	98.1%	97.9%	97.6%	96.5%	96.4%	96.7%
JUNE		98.6%	98.6%	98.7%	98.6%	98.7%	98.6%	98.3%	98.2%	97.4%	97.2%	97.4%
JULY		98.9%	98.9%	99.0%	98.9%	99.0%	99.0%	98.7%	98.6%	98.0%	97.9%	98.0%
AUG		99.1%	99.1%	99.2%	99.0%	99.2%	99.1%	98.9%	98.8%	98.2%	98.2%	98.2%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2018-19 TAX COLLECTIONS
AS OF APRIL 30, 2019**

TAX YEAR LCISD TAXES	SCHOOL YEAR	BUDGET AMOUNT	COLLECTIONS 4/30/2019	% OF BUDGET COLLECTED
2018	2018-2019	\$ 217,514,450	\$ 214,826,075	98.76%
2017 & Prior	2017-18 & Prior	\$ 2,100,000	\$ 2,133,877	101.61%
TOTAL		\$ 219,614,450	\$ 216,959,952	98.79%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION REPORT
AS OF APRIL 30, 2019**

SCHOOL YEAR TAX YEAR	2013-14 2013	2014-15 2014	2015-16 2015	2016-17 2016	2017-18 2017	2018-19 2018
COLLECTION YEAR						
1 Orig. Levy	\$ 142,546,726	\$ 153,118,133	\$ 173,016,530	\$ 190,749,742	\$ 206,293,212	\$ 218,981,334
1 Collections	\$ 148,220,912	\$ 160,220,428	\$ 178,028,558	\$ 195,553,464	\$ 206,646,042	\$ 214,826,075
Adj. To Roll	\$ 6,929,880	\$ 8,680,375	\$ 6,473,810	\$ 6,618,386	\$ 2,203,756	\$ 945,723
2 Collections	\$ 739,176	\$ 1,201,706	\$ 745,585	\$ 1,046,154	\$ 915,645	
Adj. To Roll	\$ 242,601	\$ 165,920	\$ (149,323)	\$ (98,963)	\$ (102,661)	
3 Collections	\$ 333,212	\$ 305,374	\$ 192,822	\$ 320,131		
Adj. To Roll	\$ (49,699)	\$ 102,657	\$ 63,603	\$ 116,815		
4 Collections	\$ 211,870	\$ 215,732	\$ 266,472			
Adj. To Roll	\$ 113,341	\$ 191,096	\$ 153,722			
5 Collections	\$ 202,024	\$ 247,721				
Adj. To Roll	\$ 193,077	\$ 161,819				
6 Collections	\$ 244,121					
Adj. To Roll	\$ 167,438					
TOTAL:						
COLLECTIONS	\$ 149,951,315	\$ 162,190,960	\$ 179,233,437	\$ 196,919,750	\$ 207,561,687	\$ 214,826,075
ADJUSTED TAX ROLL	\$ 150,143,365	\$ 162,419,999	\$ 179,558,342	\$ 197,385,981	\$ 208,394,307	\$ 219,927,057
BALANCE TO BE COLLECTED	\$ 192,049	\$ 229,039	\$ 324,905	\$ 466,231	\$ 832,620	\$ 5,100,982
ADJ. TAXABLE VALUE	\$ 10,801,292,379	\$ 11,684,471,739	\$ 12,917,401,691	\$ 14,199,919,491	\$ 14,991,856,941	\$ 15,822,090,435
TOTAL % COLLECTIONS AS OF APRIL 30, 2019	99.9%	99.9%	99.8%	99.8%	99.6%	97.7%
TAX RATE	1.39005	1.39005	1.39005	1.39005	1.39005	1.39000

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INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS

Below is a list of invoices that have been approved for payment.

ACI (Tamarron ES)	Application # 1	\$	9,525.00
Acme Architectural Hardware (Various Campuses)	Application # 1-B	\$	104,861.54
Argio Roofing & Construction (Seguin ECC)	Application # 8	\$	45,600.00
C.A. Walker Construction (Support Services Center)	Application # 20R-2	\$	292,863.88
C.A. Walker Construction (Support Services Center)	Application # 21B	\$	187,485.25
Drymalla Construction (Culver ES)	Application # 11	\$	1,354,501.45
Drymalla Construction (Roberts MS)	Application # 11	\$	1,201,769.95
Drymalla Construction (Roberts MS)	Application # 12	\$	1,155,228.50
Environmental Solutions, Inc. (Seguin ES)	Application # 1	\$	620.00
Environmental Solutions, Inc. (Travis ES)	Application # 1	\$	800.00
Environmental Solutions, Inc. (Williams ES)	Application # 1	\$	560.00
FireTron (Lamar HS Band Hall)	Application # 1	\$	4,800.00
FireTron (Terry HS Band Hall)	Application # 1	\$	4,500.00

Hayden Paving (Campbell/Dickinson Track & Turf)	Application # 8	\$	63,021.57
PBK Architects (Campbell/Dickinson Track & Turf)	Application # 19	\$	618.45
PBK Architects (Foster HS Natatorium)	Application # 27	\$	2,309.21
PBK Architects (Foster HS Turf/Track)	Application # 2	\$	75,026.25
PBK Architects (Foster HS Turf/Track)	Application # 3	\$	17,766.16
PBK Architects (Fulshear HS Natatorium)	Application # 28	\$	1,391.07
PBK Architects (Fulshear HS Turf/Track)	Application # 2	\$	46,170.00
PBK Architects (Fulshear HS Turf/Track)	Application # 3	\$	5,468.44
PBK Architects (George Ranch HS Natatorium)	Application # 26	\$	3,327.87
PBK Architects (George Ranch HS Natatorium)	Application # 27	\$	1,446.90
PBK Architects (George Ranch HS Turf/Track)	Application # 2	\$	46,170.00
PBK Architects (George Ranch HS Turf/Track)	Application # 3	\$	4,535.24
PBK Architects (Randle HS)	Application # 6	\$	307,395.00
PBK Architects (Wright JHS)	Application # 6	\$	150,660.00
PBK Architects (Roberts MS)	Application # 17	\$	21,028.58

PBK Architects (Support Services)	Application # 23	\$	4,722.34
PBK Architects (Terry HS Baseball/Softball Complex)	Application # 23	\$	515.83
PBK Architects (Terry HS Turf/Track)	Application # 2	\$	46,170.00
PBK Architects (Terry HS Turf/Track)	Application # 3	\$	11,624.84
PBK Architects (Traylor Stadium Turf/Track)	Application # 3	\$	5,166.39
Rice & Gardner (2017 Bond Program)	Application # 2	\$	71,630.83
Rice & Gardner (2017 Bond Program)	Application # 3	\$	71,630.83
Siemens Industry (District Site Lighting)	Application # 6R	\$	120,803.91
Terracon (Foster HS Turf & Track)	Application # 1	\$	1,964.75
Terracon (Fulshear HS Turf)	Application # 1	\$	2,800.00
Terracon (George Ranch HS Turf)	Application # 1	\$	2,800.00
Terracon (Support Services)	Application # 11	\$	835.25
Terracon (Terry HS Turf)	Application # 1	\$	1,377.00
Terracon (Terry HS Turf)	Application # 1	\$	2,900.00
VLK Architects (Culver ES)	Application # 10	\$	25,743.17

VLK Architects (Culver ES – Reimbursables)	Application # 11	\$	105.46
VLK Architects (Tamarron ES)	Application # 1	\$	315,751.50
VLK Architects (Tamarron ES – Reimbursables)	Application # 1	\$	2,770.09
VLK Architects (Tamarron ES – Reimbursables)	Application # 2	\$	6,012.77

Resource persons: Chris Juntti, Interim Deputy Superintendent for Support Services
Kevin McKeever, Executive Director of Facilities and Planning

EXECUTIVE SUMMARY

Bond Sale 1	Current Budget	Committed	Projected Commitments	Actuals Paid	Estimated Cost at Completion
Carl Briscoe Bentley Elementary (#24)	22,010,055.00	22,004,459.00	5,596.00	21,330,252.28	22,010,055.00
Kathleen Joerger Lindsey Elementary (#25)	23,770,861.00	22,265,663.00	1,505,198.00	20,238,604.58	22,265,663.00
Don Carter Elementary School (#26)	24,959,404.00	24,074,154.00	885,250.00	22,859,683.08	24,959,404.00
FHS Baseball	40,000.00	29,250.00	10,750.00	29,250.00	29,250.00
FHS Water Plant	990,000.00	715,625.00	274,375.00	712,764.50	990,000.00
HVAC Web Controls	1,056,000.00	563,659.73	492,340.27	483,152.24	1,056,000.00
LCHS Band Hall	700,000.00	683,092.00	16,908.00	583,152.24	700,000.00
Pink Elementary- Foundation	1,056,000.00	1,046,744.57	9,255.43	1,040,409.39	1,046,744.57
Natatorium - Foster High School	8,648,880.00	8,625,304.19	23,575.81	8,596,341.35	8,648,880.00
Natatorium - Fulshear High School	8,832,167.00	8,694,984.00	137,183.00	8,563,314.59	8,832,167.00
Natatorium - George Ranch High School	9,086,569.00	9,001,276.00	85,293.00	8,949,763.43	9,086,569.00
Support Services Center	12,146,000.00	11,507,388.09	638,611.91	10,935,080.26	12,146,000.00
THS Band Hall	700,000.00	683,067.00	16,933.00	633,579.77	700,000.00
*THS Baseball	2,400,000.00	2,399,200.42	799.58	2,389,181.07	2,400,000.00
Sub Total - Bond Sale 1	116,395,936.00	112,293,867.00	4,102,069.00	107,344,528.78	114,870,732.57
Bond Sale 2					
Thomas R. Culver, III Elementary School	24,959,404.00	21,746,087.00	3,213,317.00	16,658,414.82	24,959,404.00
Tamarron Elementary School	26,207,374.00	1,107,758.00	25,099,616.00	1,201,438.50	26,207,374.00
James W. Roberts Middle School	22,342,493.00	21,405,762.00	936,731.00	17,347,242.51	22,342,493.00
Fulshear HS Shell	3,849,077.00	1,924,089.00	1,924,988.00	1,654,063.49	3,849,077.00
Satellite Ag Barn	3,786,750.00	189,000.00	3,597,750.00	0.00	3,786,750.00
Sub Total - Bond Sale 2	81,145,098.00	46,372,696.00	34,772,402.00	36,861,159.32	81,145,098.00
Grand Total	197,541,034.00	158,666,563.00	38,874,471.00	144,205,688.10	196,015,830.57

* Budget increased at August 18, 2016 Board Meeting

Additional Projects	Current Budget	Committed	Projected Commitments	Actuals Paid	Estimated Cost at Completion
Access Controls	800,000.00	606,545.00	193,455.00	541,308.19	800,000.00
Huggins Elementary School	700,000.00	656,442.48	43,557.52	648,178.55	654,162.00
Chiller Replacement	1,200,000.00	1,027,572.50	172,427.50	1,024,058.27	1,027,573.00
Site Lighting	1,600,000.00	1,383,710.00	216,290.00	1,286,096.74	1,600,000.00
Grand Total	4,300,000.00	3,674,269.98	625,730.02	3,499,641.75	4,081,735.00

PROGRAM OVERVIEW

Vanir | Rice & Gardner, A Joint Venture, is serving as the Program Manager for the 2014 Bond Program for Lamar CISD. In this role, we manage individual projects and coordinate with architects and contractors. We are the liaison between LCISD Administration, Departments, and Schools and coordinate all activities necessary to complete each project.

We also provide program-wide oversight and look for efficiencies, cost reduction, and quality assurance opportunities.

Accomplishments This Month:

- Final Acceptance of HVAC Controls Replacements.

JUDGE THOMAS R. CULVER III ELEMENTARY SCHOOL



SCHEDULE MILESTONES:

- Current Phase: Construction
- Construction Start: May 2018
- Construction Completion: July 2019

OVERVIEW:

- Construction is 85% complete.
- Casework is 90% complete.
- Sidewalks and Exterior grading is 85%.
- Finishes are ongoing.
- Project is on schedule.

ROBERTS MIDDLE SCHOOL



SCHEDULE MILESTONES:

- Current Phase: Construction
- Construction Start: May 2018
- Construction Completion: July 2019

OVERVIEW

- Construction is 87% complete.
- Fiber and Phone line installation is underway.
- Carpet installation is underway.
- Project is on schedule.

MAINTENANCE & OPERATIONS FACILITY



SCHEDULE MILESTONES:

- Current Phase: Warranty

OVERVIEW:

- Warranty corrections being addressed

SUPPORT SERVICES FACILITY



SCHEDULE MILESTONES:

- Current Phase: Construction
- Construction Start: May 2018
- Construction Completion: May 31, 2019

OVERVIEW:

- Mechanical, Electrical and Plumbing rough-is complete.
- Exterior Hardy Panel installation is complete. Painting of panels in progress.
- LED Lighting and lay-in ceiling grid installation 100% complete.
- Flooring is complete.
- Exterior concrete pavement and striping is complete.

TAMARRON ELEMENTARY SCHOOL



SCHEDULE MILESTONES:

- Current Phase: Design development
- Construction Start: April 2019
- Construction Completion: June 2020

OVERVIEW:

- Permitting is being finalized
- Contractor has started mobilizing
- Pre-Construction Meeting with City of Fulshear to be scheduled.

ACCESS CONTROLS



SCHEDULE OVERVIEW:

- Current Phase: Close-out
- Construction Start: 4th Quarter 2017
- Construction Completion February 2019

OVERVIEW:

- Support Services Hardware is pending installation.
- Four new locations added to scope of work to be completed in early February.
- Close-out documents are underway.

FUTURE PROJECTS

SATELLITE AG BARN #3

SCHEDULE MILESTONES:

- Current Phase: Program Development
- Construction Start: Pending Site Selection

OVERVIEW:

- Satellite Ag Barn #2 and #3 have been programmed together
 - Project is on hold until a site has been identified
-

COMPLETED PROJECTS

Foster High School Baseball Scoreboard
Bentley Elementary School
Huggins Elementary School New Parent Drive
Lindsey Elementary School
Pink Elementary School Repairs
Chiller Replacement at six schools
Baseball Complex Renovations at Terry HS
Foster High School Natatorium
Fulshear High School Natatorium
George Ranch High School Natatorium
Carter Elementary School
Fulshear High School Shell Space
District-Wide Site Lighting

Completed March 2016
Completed December 2016
Completed May 2017
Completed October 2017
Completed November 2017
Completed November 2017
Completed June 2018
Completed August 2018
Completed August 2018
Completed August 2018
Completed August 2018
Completed August 2018
Completed February 2019

**Monthly Report
May 2019**

Facilities Assessment and Long Range Plan

Questionnaire went live on Friday April 19, 2019. Due on May 20, 2019.
Campus site assessments scheduled for Summer 2019.

Seguin ECC Re-Roofing

Seguin ECC – Roof is 100% complete. Final punch list items are being addressed. Project closeout is scheduled for the June Board Agenda.



Classroom Intruder Equipment Install

The new electrified hardware is installed.
George Ranch High School, Reading Junior High and Seguin Early Childhood Center were not included in the original scope. They will be completed this month.

Classroom intruder lockset

***38 Classroom Security Intruder Latchbolt**
8238, 7838

- Key from either side locks and unlocks lever/knob outside
- Key from either side retracts latchbolt
- Lever/Knob outside retracts latchbolt, except when outside lever/knob is locked by key
- Lever/Knob inside always retracts latchbolt
- Auxiliary deadlatch
- ANSI F32

Terry HS & George JH New Serving Lines

Terry HS new cafeteria serving line:

The additional serving lines are in fabrication. Construction scheduled for Summer 2019.

George JH new cafeteria serving line:

The additional serving lines are in fabrication. Construction scheduled for Summer 2019.



Dr. Thomas E. Randle High School & Harry Wright Junior High School

The Guaranteed Maximum Price (GMP) is set with the exception of the offsite drainage and offsite utilities which will be included in a future amendment.

Contractor will begin construction this month.



3D ENTRANCE PERSPECTIVE
NEW LAMAR CONSOLIDATED HIGH SCHOOLS & OFFSPIN 1

Synthetic Turf & Track Projects

Construction has started at Foster, Fulshear and Terry High Schools.

Turf replacement at George Ranch will begin May 15th.

All fields to be complete by August 2, 2019



Foster High School Athletic Improvements

PBK Sports is the Architect of Record.

This project includes improvements to the baseball/softball dugouts, backstops and the replacement of lockers in the fieldhouse.

Millis Development and Construction will begin construction at the conclusion of the baseball season.



Lamar Consolidated Complex Athletic & Site Improvements

PBK Sports is the Architect of Record.

This project will include:

- New sub-varsity stadium for Lamar Consolidated High School

- Renovate the parent pickup/drop off at Lamar Junior High

- Improve drainage, drives and sidewalks for safety

- Design kick-off meeting was held and initial design schemes are being developed.



Traylor Stadium Pressbox Replacement

PBK Sports is the Architect of Record.

Design kick-off meeting was held and initial design schemes are being developed.



Multi-Campus Improvements

Huckabee is the Architect of Record

Bass Construction is the contractor

Start date: June 7, 2019

This project includes:

Williams ES -

Carpet replacement, addition of fire sprinkler system and administration office renovations

Campbell ES -

Carpet replacement and vinyl wallcovering replacement

Navarro MS -

Carpet replacement and new intercom system

Wessendorff MS -

Carpet replacement and vinyl wallcovering Replacement



ALC/1621/CIBC Additions and Renovations

VLK Architects is the Architect of Record.

Design kick-off meeting was held March 28. Programming of the spaces and site walks are underway.



Jane Long Historic Gym Renovations

VLK Architects is the Architect of Record.

Design kick-off meeting was held April 17th.



LOTE Lab Equipment Project

PBK Architects is the Architect of Record.
Vendor proposal recommendation is on
this Board agenda.



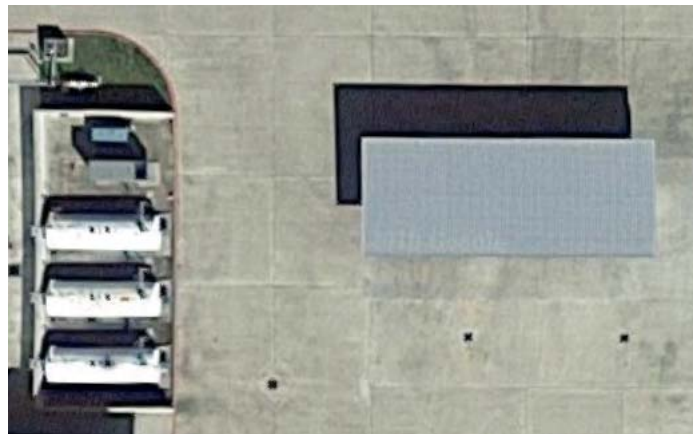
Freezer/Cooler Replacements

Huckabee is the Architect of Record
Bass Construction is the contractor.
The freezers and coolers are in
fabrication.



Transportation Fuel Tank Replacement

Morris & Associates is the A/E Firm of
Record.
Proposals for surveying and material
services are on this Board agenda.



2017 BOND REFERENDUM SUMMARY

PROJECT NAME	PROJECT BUDGET	COMMITTED	BALANCE
114 Austin ES Re-Roof	\$1,900,000.00	\$850,472.00	\$1,049,528.00
117 Seguin ECC Re-Roof	\$1,900,000.00	\$926,994.00	\$973,006.00
002 Terry HS Serving Lines	\$650,000.00	\$583,129.04	\$66,870.96
042 George JHS Serving Lines	\$650,000.00	\$461,305.88	\$188,694.12
Classroom Intruder Locks	\$400,000.00	\$390,985.72	\$9,014.28
011 Dr. Thomas E. Randle High School	\$126,500,000.00	\$3,482,515.00	\$123,017,485.00
046 Harry Wright Junior High School	\$62,000,000.00	\$1,758,435.00	\$60,241,565.00
Lamar CHS Adds & Renov.	\$13,640,000.00	\$0.00	\$13,640,000.00
New Elementary School #29 (146)	\$30,200,000.00	\$0.00	\$30,200,000.00
High School LOTE Lab Renovations	\$1,050,000.00	\$47,250.00	\$1,002,750.00
HS Field Turf Replace & Foster HS Track	\$9,250,000.00	\$895,300.00	\$8,354,700.00
Foster HS Athletic Improvements	\$700,000.00	\$32,950.00	\$667,050.00
Camp. ES, Will. ES, Nav. MS & Wess. MS Improv.	\$2,740,000.00	\$126,575.00	\$2,613,425.00
Jane Long ES Historical Gym Renovations (105)	\$3,325,000.00	\$144,000.00	\$3,181,000.00
ES Cooler/Freezer Replacement	\$1,400,000.00	\$63,000.00	\$1,337,000.00
Transportation - Replace Underground Fuel Tank	\$900,000.00	\$40,500.00	\$859,500.00
New Alternative Learning Center	\$12,200,000.00	\$33,750.00	\$12,166,250.00

2017 BOND TECHNOLOGY SUMMARY

PROJECT NAME	PROJECT BUDGET	COMMITTED	BALANCE
IFP-Interactive Flat Panel	\$9,044,000.00	\$2,652,976.39	\$6,391,023.61
PTO-Printer Refresh	\$1,440,000.00	\$1,323,867.60	\$116,132.40
CCU-Campus Core Uplink	\$740,000.00	\$518,915.05	\$221,084.95
ES0-Expanded Storage	\$400,000.00	\$400,000.00	\$0.00
SC0-Security Cameras	\$250,000.00	\$250,000.00	\$0.00
TEL-Telephones	\$890,000.00	\$50,000.00	\$840,000.00
TOTAL TECHNOLOGY BOND	\$34,326,000.00		
REMAINING TECHNOLOGY BOND	\$25,530,240.96		

2017 BOND TRANSPORTATION SUMMARY

PROJECT NAME	PROJECT BUDGET	COMMITTED	BALANCE
New Bus Purchase	\$2,568,046.00	\$2,568,046.00	\$0.00
Smart Tag	\$500,000.00	\$0.00	\$0.00

LAMAR CISD 2017 BOND PROGRAM - PROJECT LIST

1st SALE		SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG		
PROJECTS																																																			
Austin ES & Seguin ES Re-Roof		CONST				WARRANTY																																													
Terry HS & George JHS Serving Lines		CONSTRUCTION												WARRANTY																																					
Classroom Intruder Locksets		CONSTRUCTION						WARRANTY																																											
High School 6 & Junior High 6		D	CD	P	CONSTRUCTION																																														
High School Artificial Turf & Tracks			D	CD	P	CONST								WARRANTY																																					
Foster HS Athletic Improvements			D	CD	P	CONST								WARRANTY																																					
CES, WES, WMS, NMS Improv.			D	CD	P	CONST								WARRANTY																																					
ES Cooler/Freezer Replacement			D	CD	P	CONST								WARRANTY																																					
Fuel Tank Replacement			D	CD	P	CONST								WARRANTY																																					
Lamar Complex Exterior Improvements			DESIGN		CD			P	CONSTRUCTION																																										
Traylor Stadium Pressbox			DESIGN		CD			P	CONSTRUCTION																																										
High School LOTE Lab Installation			D		P	CONST								WARRANTY																																					
Jane Long Historical Gym Renovations			DESIGN		CD			P	CONSTRUCTION																																										
Elementary (#29)					D	CD		P	CONSTRUCTION																																										

LAMAR CISD 2017 BOND PROGRAM - PROJECT LIST

2nd SALE		SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG		
PROJECTS																																																			
ALC Additions & Renovations					DESIGN		CD			P	CONSTRUCTION																																								
Lamar HS & JHS Add & Renov.*						DESIGN		CD		P	CONSTRUCTION																																								
Terry HS & GJHS Add & Renov.*						DESIGN		CD		P	CONSTRUCTION																																								
Austin, Bowie & Jackson Improv.*						D	CD	P	CONST					WARRANTY																																					
FHS, BJHS, JES, PES, LES Improv.*						D	CD	P	CONST					WARRANTY																																					
Exterior Improv. SES, TRES, FHS*						D	CD	P	CONST					WARRANTY																																					
Seimans Controls Upgrade*						D	CD	P	CONST					WARRANTY																																					
HS Multi-Purpose*							DESIGN		CD			P	CONSTRUCTION																																						
Brazos Crossing Exterior*							DESIGN		CD			P	CONSTRUCTION																																						
MS Orchestra Additons*							DESIGN		CD			P	CONSTRUCTION																																						
New Elementary 30 & 31*											D	CD	P	CONSTRUCTION																																					

INFORMATION ITEM: PROJECTS FUNDED BY 2011 AVAILABLE BOND FUNDS

The list below are projects that the Board has approved to move forward with 2011 available funds:

DISTRICT FENCE PROJECT:

CSP #37-2016ML was approved at the September 2016 Regular Board Meeting. This project is now complete and closed.

Project Budget \$450,000

CHILLER REPLACEMENT PROJECT:

VANIR Rice & Gardner are managing this project. Estes, McClure and Associates were approved at the September 2016 Regular Board Meeting. CSP 03-2017VRG was Board approved in November 2016 to American Mechanical Services. Project is complete.

Project budget \$1,200,000

PARKING LOT LIGHTING RETROFIT:

VANIR Rice & Gardner are managing this project. Siemens has completed the original scope. Final inspections and night audits are underway. The fixtures for phase 2 sites have been completed. This project is complete and closed.

Project Budget \$1,600,000

HUGGINS PARKING AND PARENT DROPOFF:

VANIR Rice & Gardner are managing this project. This project is complete. Substantial Completion was January 17th. Project is complete and closed.

Project Budget \$700,000

ACCESS CONTROL PROJECT:

VANIR Rice & Gardner are managing this project. Phase 1 is complete. Phase 2 installation is complete. Support Services hardware is pending. Additional doors have been complete with the exception of Terry Fieldhouse and the Special Needs Center.

Access Control Budget \$800,000

TERRY HIGH BASEBALL PROJECT:

VANIR Rice & Gardner are managing this project. This project is a 2014 Bond project with additional funds from the 2011 Available Bond Funds. This project is now complete and closed.

Additional Budget of \$1,425,000

TOTAL BUDGET FOR AVAILABLE FUND PROJECTS = \$6,175,000

Resource Persons: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities and Planning

INFORMATION ITEM: SCHOOL RESOURCE DIVISION UPDATE

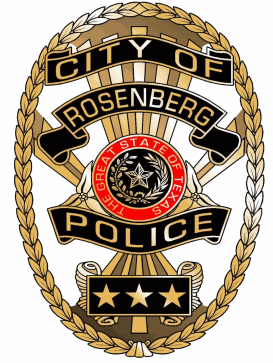
In order to maintain a safe, secure and welcoming learning environment for our students and staff, the District contracts with the Rosenberg Police Department for police services. Attached you will find the most recent published report from the School Resource Division.

Resource Person: Mike Rockwood, Chief of Staff
Lt. Daryl Segura, Rosenberg Police Department

SRO Division

Monthly Activity - Incident Response

April 2019



Number of Incident Types

