

APPROVED

AI-32551

16. 0.

CC CONSENT

Meeting Date: 06/12/2012

Submitted For: Martha Salazar

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION



Acceptance and approval to renew for an additional year of current Master Service Interlocal by and between Hidalgo County and Harris County Department Of Education (HCDE); including the interlocal Addendum #1 with Choice Facility Partners awarded Job Order Contract (JOC) Services and finally the Purchasing Cooperative for purchases of products/services, all under the Harris County Department Of Education Interlocal and thus allowing the County to expand procurement resources that are compliant with the bidding requirements.

BACKGROUND

Said renewal effective from July 4, 2012 thru July 3, 2013. Interlocal documentation has an automatic renewal option, however the Purchasing Department wishes to have CC approve such request.

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No fiscal impact, no fees or dues required.

Attachments

HCDE DOCUMENTATION

Form Review

Inbox	Reviewed By	Date
Purchasing Department		
Budget & Management		
Auditor's Office		
Form Started By: Vangie Garcia		Started On: 05/24/2012 02:13 PM

**County Master Service Interlocal Contract
Between
Harris County Department of Education & Hidalgo County**

Pursuant to the Interlocal Cooperation Act, chapter 791 of the Texas Government Code, this Interlocal Contract ("Contract") is made and entered into by and between the Harris County Department of Education ("HCDE"), located in Houston, Texas, and Hidalgo County ("County") located in Edinburg, Texas, for the purpose of providing governmental services.

Preamble

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

General Terms and Conditions

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

1. **Purpose.** County agrees to retain HCDE and HCDE agrees to provide services to County to perform the duties and all the necessary labor and resources needed to provide the services set forth in each independent contractual agreement within the HCDE divisions that the County wishes to participate. HCDE shall perform such contractual governmental services and duties with reasonable care, skill, judgment, experience, and in a professional business-like manner.
2. **Term.** This Contract is effective from July 3, 2007 and shall automatically renew from year to year unless either party gives thirty (30) days prior written notice of non-renewal. This agreement may be terminated by either party with or without cause with thirty (30) days written notice.
3. **Agreement.** The terms of this Contract shall apply and will be considered a part of any Addenda for services delivered by HCDE. This Contract and the attached and incorporated Addenda, purchase orders, or exhibits, if any, contain the entire contract of the parties and there are no representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract and duly executed in writing.

4. **Scope of Work.**
- A. HCDE agrees to:**
- Provide County with subsequent independent addenda and/or descriptive offerings of each of the programs that HCDE offers through its respective divisions.
 - Provide services upon the submission of independent addenda or purchase orders within the HCDE divisions.
 - Conduct, as a minimum, an annual audit or survey, as appropriate, for each of the programs.
 - Assist in marketing efforts of HCDE programs with County constituents, as applicable.
- B. County agrees to:**
- Participate in any or all of the services that HCDE has to offer.
 - Submit independent addenda for each of the programs it wishes to purchase/ collaborate.
 - Agree to follow the terms and conditions of each independent addendum or purchase orders for each of the programs.
 - Assign the appropriate person to act as representative to each respective program delivered.
 - Assist in the joint marketing of programs being delivered, if opportunity arises.
5. **Payment.** HCDE anticipates it will receive payment for services rendered in an amount sufficient to cover the costs of services under each independent addendum with HCDE divisions. Notwithstanding anything to the contrary in this Contract, this Contract is contingent upon HCDE receiving payment. In the event HCDE does not receive those payments from County and/or contractors, HCDE may terminate this Contract or reduce the scope of work provided under this Contract without pecuniary risk or penalty, at its sole discretion. Payment requirements will be described in each separate addendum in this contract.
6. **Confidentiality.** HCDE agrees that all knowledge and information that HCDE may receive from County, its' employees, or by virtue of the performance of services under and pursuant to this agreement; and all information provided by HCDE to County in reports of work done, together with any other information acquired or gained by HCDE, shall for all time and for all purposes be regarded by HCDE as strictly confidential and shall be held by HCDE in confidence, and solely for the benefit and use of County, and shall not be used by HCDE directly or indirectly except with written permission from County.
7. **Assignment.** Neither this Contract nor any duties or obligations entered in subsequent addenda because of this agreement it shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
8. **Conflict of Interest.** During the Term of HCDE's service to County, County, shall not, directly or indirectly, whether for County's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE without agreement from HCDE.

9. Contract Amendment. This Contract may be amended only by the mutual agreement of all parties in writing to be attached to and incorporated into this Contract.
10. Notice. Any notice provided under the terms of this Contract by either party to the other shall be in writing and shall be sent by certified mail, return receipt requested. Notice to shall be sufficient if made or addressed as follows:
- | | |
|--|---|
| HCDE
Harris County Department of Education
Attn: John E. Sawyer, Ed.D.
County School Superintendent
6300 Irvington Blvd.
Houston, Texas 77022 | <u>Hidalgo County</u>
Name: <u>Juan D. Salinas, III-County Judge</u>
Attn: <u>Martha L. Salazar</u>
Title: <u>CPPB, Purchasing Agent</u>
Address 1: <u>100 E. Cano Street, 4th</u>
<u>Edinburg, Texas 78539</u> |
|--|---|
11. Relation of Parties. It is the intention of the parties that County be independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and County or HCDE and any of County's agents or employees.
12. Hold Harmless. County shall protect, hold harmless HCDE from any and all, loss, claims, assessments, suits in law or in equity, expenses, attorney's fees and damages arising from County's actual or alleged infringement of any United States or foreign patent, trademark or copyright in connection with this Contract to the extent permitted by law.
13. Non-Exclusivity of Services. Nothing in this Contract may be construed to imply that HCDE has exclusive right to provide County these services. During the Term of Contract, County reserves the right to use all available resources to procure other governmental services as needed and, in doing so, will not violate any rights of HCDE.
14. Termination. In addition to the rights contained in Article 2 Term, this Contract may be terminated prior to the expiration of the Term hereof as follows:
- By County upon 30 days notice if the work/service is not provided in a satisfactory and proper manner after a remedy has been reported and discussed;
 - By mutual written agreement of the parties, upon thirty (30) days prior notice; or
 - By either party immediately if the other party commits a material breach any of the terms of this Contract and no remedial action can be agreed upon by the parties.
15. Master Contract. This Contract can be utilized as the Master Contract. This means that HCDE and County may enter into one or more agreements in the future by signing Addenda for services with various HCDE divisions. The general terms and conditions contained in this Contract will serve to outline the working relationship between HCDE and County. The specific terms and conditions of the addenda will govern that individual

contract. In the case of a conflict between the master contract and any addenda, the provisions of the addenda will rule.

All current contracts shall be grandfathered and shall remain in effect until the end of their contract period or until they come up for renewal.

- 16. Severability. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
- 17. Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Contract shall be in Harris County, Texas.
- 18. Authorization. Each party acknowledges that the governing body of each party to the Contract has authorized this Contract.
- 19. Benefit for Signatory Parties Only. Neither this Contract, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
- 20. Payment from Current Revenues. Any payment to be made by County shall be in accordance with Texas Government Code 79.001.

In witness whereof, HCDE and County have executed this Contract to be effective on the date specified in Article 2. Term above:

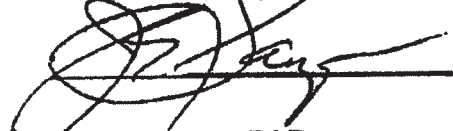
Hidalgo County
NAME OF COUNTY


AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

Harris County Department of Education


John E. Sawyer, Ed.D.

County School Superintendent

WITNESS, our hands in duplicate originals this _____ day of _____, 2007.

COUNTY OF HIDALGO

By: [Signature]
Jnan D. Salinas, III County Judge

ATTEST:

[Signature]
Arturo Guajardo, Jr. County Clerk

COMPANY: Harris County Department Of Education

By: [Signature]

Printed Name: JOHN E. SAWYER, I

Title: County Superintendent

Approved on Commissioners' Court July 3, 2007

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: [Signature]

APPROVED BY
COMMISSIONERS' COURT
ON: 7/3/07

**Harris County Department of Education
& Hidalgo County
Interlocal Contract Addendum #_1_- Choice Facility Partners**

This is addendum # 1 to the Master Interlocal Contract between Harris County Department of Education & Hidalgo County ("ENTITY"), dated July 3, 2007 for Job Order Contract ("JOC") services via its JOC contractors.

Preamble

The Harris County Department of Education Choice Facility Partners Division ("HCDE/Choice Facility Partners"), a governmental entity of the State of Texas, makes available its job order contract ("JOC") program and other facility contracts to ENTITY.

Specific Terms and Conditions

1. **Purpose.** The purpose of this Addendum is to state the specific terms and conditions under which HCDE/Choice Facility Partners will provide JOC services via its JOC contractors, services such as modular buildings, professional services, third-party testing and other services to the ENTITY.
2. **Term.** This Addendum is effective from July 3, 2007.
3. **Scope of Work.**
 - A. HCDE/Choice Facility Partners agrees to:
 - Provide copies of contractor agreements for those contractors in the ENTITY service area.
 - Provide the ENTITY any re-bids or changes in the contract and annual contract renewals.
 - Conduct, as a minimum, an annual audit for each of the contractors.
 - B. ENTITY agrees to:
 - Follow the terms and conditions of the HCDE/Choice Facility Partners contracts.
4. **Payments.** ENTITY agrees to remit payments in a timely manner to contractors for services rendered at ENTITY, as per the terms of HCDE contracts with contractors. ENTITY shall forward copies of purchase orders to HCDE. Purchase orders are negotiated directly between participating ENTITY and contractor for scope of service.
5. **Amendment.** This Addendum may be amended only by the mutual agreement of both parties in writing and attached to and incorporated in this Addendum.

- 6. **Assignment.** Neither this Addendum nor any duties of obligations under it shall be assignable by either party without prior written acknowledgement and authorization of the other party.
- 7. **Representative.** HCDE/Choice Facility Partners and ENTITY will appoint the following representatives so that correspondence and coordination may be established between the contracting parties. Contact information is provided as follows, and shall be updated as necessary:

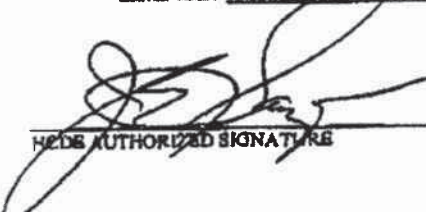
For HCDE/ Choice Facility Partners
 Dean Zajicek
 Director, Choice Facility Partners
 6300 Irvington Boulevard
 Houston, Texas 77022
 Phone: 713-696-8208
 email: dzajicek@hcde-texas.org

For ENTITY
 NAME: Juan D. Salinas, III
 TITLE: Hidalgo County Judge
 ADDRESS: 100 E. Cano St. 2nd Floor
 ADDRESS: _____
 PHONE: 956-318-2600
 EMAIL: jd.salinas@hidalgocountytx.com

Agreed to on this 2nd day of July, 2007



 ENTITY AUTHORIZED SIGNATURE



 ENTITY AUTHORIZED SIGNATURE

WITNESS, our hands in duplicate originals this _____ day of _____, 2007.

COUNTY OF HIDALGO

By: [Signature]
Juan D. Salinas, III County Judge

ATTEST

[Signature]
Arturo Guajardo, Jr. County Clerk

COMPANY: Harris County Department Of Education

By: [Signature]

Printed Name: Janice Sawyer

Title: County Superintendent

Approved on Commissioners' Court July 3, 2007

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: [Signature]

APPROVED BY
COMMISSIONERS' COURT
ON: 7/3/07

**Harris County Department of Education
& Hidalgo County
Interlocal Contract Addendum # 1 - Purchasing Cooperative**

This is addendum # 1 to Master Interlocal Contract between Harris County Department of Education (HCDE) and Hidalgo County, date July 3, 2007 for participation in the Purchasing Cooperative.

Preamble

The Harris County Department of Education Purchasing Division, a governmental entity of the State of Texas, makes available its Purchasing Cooperative to Hidalgo County.

Specific Terms and Conditions

1. **Purpose.** This contract is made and entered for the purpose of providing cooperative services to obtain substantial savings for Hidalgo County and other government entities through volume purchasing in Harris County, Texas and states the terms, roles and responsibilities of the contracting parties during the contract term.
2. **Term.** This addendum is effective from July 3, 2007, and shall automatically renew in accordance with Paragraph 2 of the Master Interlocal contract.
3. **Scope of Work.**
 - A. **HCDE agrees to:**
 - Establish the administrative and organizational structure of the program.
 - Provide all necessary supporting documents related to the bidding and vendor selection process.
 - Establish the procedures for ordering, delivering, and billing.
 - Obtain historical usage information from entities in preparing cooperative bids.
 - When appropriate assist cooperative members in resolving buyer/seller discrepancies.
 - Market contracts on HCDE Purchasing Cooperative webpage www.hcde-texas.org.
 - B. **Hidalgo County agrees to:**
 - Assign or direct a person to act under the cooperative program.
 - Abide by terms and conditions of the contract established by the purchasing cooperative and seller.
 - For Hidalgo County purchases only, prepare purchase orders out to seller and pay invoices according to payment terms.
 - Commit to purchase products and services that are awarded when it is in the best interest of the cooperative member.

- 4. **Amendment.** This Addendum may only be amended by the mutual agreement of both parties in writing and attached to and incorporated in this Addendum.
- 5. **Representative.** HCDE Purchasing Co-op and Hidalgo County will appoint the following representatives so that correspondence and coordination may be established between the contracting parties. Contact information is provided as follows, and shall be updated as necessary:

Harris County Department of Education
 Attention: Alfonso Saldivar
 Director of Purchasing
 6300 Irvington Boulevard
 Houston, Texas 77022
 Phone: (713) 694-6300

Hidalgo County
 Attn: Juan D. Salinas, III
 Title: Hidalgo County Judge
 Address: 100 E. Cano St, 2nd Floor
Edinburg, Texas 78539
 Contact: Martha L. Salazar

Agreed to on this 3rd day of July, 2007:


 HIDALGO COUNTY AUTHORIZED SIGNATURE


 HCDE AUTHORIZED SIGNATURE

WITNESS, our hands in duplicate originals this _____ day of _____, 2007.

COUNTY OF HIDALGO

By: [Signature]
Juan D. Salinas, III County Judge

ATTEST:

[Signature]
Arturo Guajardo, Jr. County Clerk

COMPANY: Harris County Department Of Education

By: [Signature]

Printed Name: TERESA SAWYER, I.T.

Title: County Superintendent

Approved on Commissioners' Court July 3, 2007

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: [Signature]

APPROVED BY
COMMISSIONERS' COURT
ON: 7/3/07