



Dr. Rosie Cobarrubias, *Superintendent of Schools*

25149 1st Street Monte Alto, Texas 75538 rosiecobarrubias@montealtoisd.org

Monte Alto ISD sincerely appreciates all of Hidalgo County's efforts to help us manage this pandemic by securing our safety and well-being. Since we are not an incorporated city, we specifically look for guidance from the County Judge, Commissioner Fuentes and other county staff.

We are seeking your consideration of an inter local agreement regarding the CARES ACT CRF Funding. Monte Alto ISD respectfully requests the county match the district's contribution to Operation Connectivity. Operation Connectivity is administered through the Texas Education Agency. The goal is to close the gap on the digital divide. The specific details and items purchased have helped to close that gap so that our students can have the same opportunity to learn in a digital environment as other students. Please accept this correspondence as a formal request for up to 25% of the total cost of our Operation Connectivity order.

The district's main focus is to ensure that all students in our schools have equitable access to education and right now that instruction is remote. Essential technology was purchased to ensure that the connectivity needed by each student was available. Without the Operation Connectivity, our students would be at a great disadvantage than other students.

With a very high number of economically disadvantaged students with limited resources, the district has provided each student the needed resources to be academically successful. The district knows that Hidalgo County shares the same vision, that all students should have equal access to all and the importance of closing the digital divide.

The attached document is the inter local agreement that contains the order submitted to TEA. Monte Alto ISD identified the need and proceeded to utilize this program and ordered 350 laptops, 200 Apple iPads, and 500 HOT SPOT devices. The following is a table breaking down the cost summary of what was purchased by Monte Alto.

	Total Costs
500 hot spot order costs	104,500.00
550 device order costs	185,750.00
Total order costs (hot spots and devices)	290,250.00
Local Education Agency (LEA) portion of hotspot order costs	52,250.00
LEA portion of device order costs	92,875.00
Total LEA portion of order costs (hotspots and devices)	145,125.00

Monte Alto ISD is requesting that Hidalgo County consider awarding 25% of the \$290,250.00 if feasible. The requested amount is up to \$72,562.50.

Sincerely,

A handwritten signature in cursive script that reads "Rosie Cobarrubias".

Dr. Rosie Cobarrubias

OPERATION CONNECTIVITY INTERLOCAL ACQUISITION AGREEMENT

*Entered between Region 4 Education Service Center ("Region 4") and Local Education Agency ("LEA")
pursuant to Tex. Gov't Code, Chapter 791.*

Local education agency name: MONTE ALTO ISD, (108915)
County district number: 108915
Point of contact: Barbara Cannon
Date: July 29th, 2020

This Operation Connectivity Interlocal Acquisition Agreement ("Agreement") contains key information and terms regarding your LEA's participation in the Operation Connectivity bulk purchase process. The following addendums are incorporated into this Agreement:

1. State Funding Allocation Methodology Addendum *(attached)*
2. EDGAR Certification Addendum *(attached - to be executed by Region 4)*
3. Grant Program Guidelines *(attached)*
4. LEA Order Logistics Confirmation *(separate document)*
5. Additional Quantity Request *(separate document)*

Due the urgency required to maintain our position within our vendors' supply chain, **please submit the completed and signed copy of this Agreement [as well as your Additional Quantity Request Addendum] through DocuSign by COB Tuesday, August 4, 2020.** Should your LEA not be able to provide signed approval of this Agreement by this date, your order will unfortunately have to be cancelled, and this Agreement will automatically terminate without further action by the parties.

Below you will find your LEA's allocated quantities per provider / OEM ("Vendor") and model. These quantities are based on two inputs: 1) your LEA's requested quantities as included in your LEA's bulk order survey / form, 2) the total dollar value for which the state funding program is able to cover 50% of your LEA hotspot / device costs, as based on the state's allocation methodology (see State Funding Allocation Methodology Addendum).

Any change to the quantities allocated below must be requested by emailing customerservice@teabulkorder.com with your revisions. We will then review requested revisions and send you an updated Agreement. Please note that allocated quantities can only be decreased. Any proposed revisions to increase quantities for any Vendor or model will be rejected.

For quantity needs above what the state has allocated your LEA [capped at your LEA's *remaining quantity* as listed in your Additional Quantity Request Addendum], please include this in your LEA's Additional Quantity Request Addendum. If your submitted Additional Quantity Request Addendum is accepted, it will become a binding part of the Agreement. Your Additional Quantity Request Form must be submitted by Tuesday, August 4, 2020. Failure to submit by the deadline will result in your Additional Quantity Request Addendum being rejected.

Mobile broadband hotspots:

Vendor	AT&T	T-Mobile	Verizon
Data limit	Unlimited	Unlimited	Unlimited
Hotspot type	Category 4	Category 4	Category 4
Contract length	1 year	1 year	1 year
Warranty length	1 year	1 year	1 year

Device costs/unit	\$60	\$0	\$60
Monthly rate/unit	\$15	\$15	\$10
Asset tagging cost/unit	\$0	\$0	\$5
Custom CIPA filtering enablement monthly rate/unit	\$0	\$0	\$2
Total 1-year hotspot costs/unit	\$240	\$180	\$209
Original LEA quantity request (through bulk order survey)	0	0	500
Allocated quantity	0	0	500
Total hotspot order costs	\$0	\$0	\$104500
LEA portion of hotspot order costs	\$0	\$0	\$52250

Learning devices:

Vendor	Middle & elementary laptops			High school laptops		Chromebooks		iPad
	Dell	HP	Lenovo	Dell	HP	Dell	HP	Apple
Model number	3190	9ru44ut	100e	3410	PBux360	3100 Chrome	1A764UT	iPad 7 th Generation
CPU processor	Celeron 4120	Celeron 4020	Celeron	I3	Pentium 5030	N/A	N/A	N/A
RAM	4 GB	4 GB	4 GB	4 GB	8 GB	4 GB	4 GB	N/A
Hard drive size	64 GB	64 GB	64 GB	500 GB	128 GB	16 GB	32 GB	32 GB
Screen size	11.6"	11.6"	11.6"	14"	11.6"	11.6"	11.6"	10.2"
Wi-Fi protocol	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard
Touch Screen	No	Yes	No	No	Yes	No	Yes	Yes
Convert to tablet	No	Yes	No	No	Yes	No	No	Yes
External keyboard (Y/N)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Y
Warranty	1 year on-site	1 year mail in	1 year mail in	1 year on-site	1 year mail in	1 year on-site	1 year mail in	N/A
Additional features	Windows 10, custom tagging	Windows 10, custom tagging	Windows 10, custom tagging	Windows 10, custom tagging	Windows 10, custom tagging	Google license, custom tagging	Google license, custom tagging	iPadOS, custom engraving
Price	\$237	\$266	\$205	\$323	\$369	\$228	\$237	\$386
Original LEA quantity request (through bulk order survey)	0	0	0	0	150	0	0	200
Allocated quantity	0	0	0	0	150	0	0	200
Total device order costs	\$0	\$0	\$0	\$0	\$55350	\$0	\$0	\$77200
LEA portion of device order costs	\$0	\$0	\$0	\$0	\$27675	\$0	\$0	\$38600

Total costs:

Total hotspot order costs	\$104500
Total device order costs	\$185750
LEA portion of hotspot order costs	\$52250
LEA portion of device order costs	192875
Total order costs (hotspots and devices)	\$290250
Total LEA portion of order costs (hotspots and devices)	\$145125

Payment terms:

Payment for your LEA's portion of the order costs will be due immediately upon receipt of the order invoice that your LEA will be receiving via email. Please note that payment is required before hotspots / devices will be asset tagged and shipped to your LEA. Specific payment instructions will be provided with your issued invoice.

LEA orders will be tagged and shipped in the order in which invoice payment is received. Delay in payment will result in a delay of devices to your LEAs. Any LEA whose payment has not been received by Region 4 within 3 business days from the invoice date will have their order cancelled, resulting in an automatic termination of this Agreement. LEAs must provide a completed LEA Order Logistics Confirmation by Friday, August 7, 2020. Failure to complete and provide this confirmation timely may result in the delay or cancellation of your order and termination of this Agreement.

Matching Funds Allocation:

Funding allocation:

You will find below your LEA's state matching award. This allocation is based on two inputs, 1) your LEA's requested quantities as included in your LEA's bulk order survey/form, 2) the state's allocation methodology (see State Funding Allocation Methodology Addendum).

Total state matching (hotspots and devices)	\$145125
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Please note that this amount includes only the 1:1 matching of the funds that are expected to be contributed by your LEA. By executing this Agreement, your LEA is committing to pay the amounts set forth herein.

Incorporation of Vendor Warranties and Terms/Disclaimer and Release of Region 4 Liability:

LEA ACKNOWLEDGES AND AGREES THAT ANY PRODUCTS OR SERVICES ACQUIRED THROUGH THIS AGREEMENT ARE SUBJECT TO ANY VENDORS' TERMS AND CONDITIONS ("VENDOR TERMS") PROVIDED SEPARATELY BY VENDOR TO LEA. THIS AGREEMENT SHALL CONTROL IN THE EVENT OF ANY CONFLICT WITH VENDOR TERMS. THE PROVISIONS OF ANY MANUFACTURER OR OTHER VENDOR WARRANTIES AND OBLIGATIONS UNDER THE VENDOR TERMS ARE HEREBY EXTENDED TO LEA. THE LEA'S EXCLUSIVE REMEDY FOR BREACH OF ANY SUCH WARRANTY OR OTHER VENDOR OBLIGATIONS RELATED TO THE PRODUCTS OR SERVICES WILL BE THE ENFORCEMENT OF ANY RIGHTS UNDER THE VENDOR TERMS, AND REGION 4 SHALL HAVE NO LIABILITY TO LEA RELATED TO SAME. THE LEA ACKNOWLEDGES AND AGREES AS A STRICT TERM OF THIS AGREEMENT THAT REGION 4 DOES NOT ASSUME BUT, RATHER, EXPRESSLY DISCLAIMS ALL WARRANTIES OR OTHER OBLIGATIONS SET FORTH IN THE VENDOR TERMS, AND REGION 4 DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY ADDITIONAL WARRANTIES, OBLIGATIONS OR LIABILITY IN CONNECTION WITH THE

PRODUCTS AND SERVICES. LEA HEREBY RELEASES REGION 4 FROM ALL LIABILITY RELATED TO THE VENDOR PRODUCTS AND SERVICES. LEA IS RESPONSIBLE FOR ENSURING COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, INCLUDING THOSE RELATED TO PROCUREMENT.

Acknowledgement of Federal Funding:

The source of all matching funds pursuant to this Agreement are federal funds made available through the 2020-2021 Remote Learning Operation Connectivity-CV19 grant ("Grant") awarded to Region 4. All fund matches and other obligations under this Agreement for the acquisition of products or services are subject to appropriation of funds to Region 4. As such, if Region 4 does not receive sufficient Grant funding, Region 4 may immediately terminate this Agreement without penalty or further obligation to LEA upon written notice. This Agreement is further subject to and incorporates all terms of Region 4's Grant agreement with the TEA, including the Grant Program Guidelines issued by TEA related to the Grant, and LEA is subject to and agrees to follow any relevant terms set forth in the Grant Program Guidelines. The parties acknowledge and agree to follow all applicable federal, state and local laws, rules, ordinances and regulations related to the expenditure of the Grant funds ("Applicable Laws"). Region 4 specifically acknowledges and agrees to all applicable terms contained in the EDGAR Certification Addendum. All participating Vendors will be required to follow Applicable Laws, the applicable conditions in the Grant Program Guidelines and similarly will agree to applicable EDGAR certifications.

Execution:

This Agreement and the listed addendums and Vendor Terms constitute the entire agreement between the parties, and no part of the Agreement may be modified unless expressed in writing and signed by both parties. Neither party waives or relinquishes any immunity or defense that either party is entitled to by law. All payments made pursuant to this Agreement will be made from current revenues. Each party warrants that it has authority to enter into this Agreement and perform its obligations. The signatory below shall have authority to act on all matters related to this Agreement.

By signing below, the parties are binding themselves to the terms of this Agreement, subject only to any necessary approvals and actions by the parties' governing boards. By execution of this Agreement, the LEA gives Region 4 permission to move forward with purchasing the above quantity of hotspots and devices on the LEA's behalf.

For LEA

Barbara Cannon

(Printed name/title)

(Title)

(Signature)

(Date)

For Region 4 Education Service Center

Dr. Pamela Wells, Executive Director

(Signature)

(Date)



Region 4 ESC
 7145 West Tidwell
 Houston, Texas 77092
 713-462-7708

Invoice:
 Date:
 Service:
 Customer PO:
 Customer Phone:
 Terms:

CV190258
 08/06/2020
 RLOC-CV19
 0
 956-262-1381x
 N30
 08/11/2020

Cust No: 108915
 MONTE ALTO ISD
 ATTN: BUSINESS OFFICE
 RT 1 BOX 116
 EDCOUCH TX, 98538

Due Date:
 Service Address:
 MONTE ALTO ISD
 ATTN: BUSINESS OFFICE
 RT 1 BOX 116
 EDCOUCH TX, 98538

Item Description	Quantity	Unit Price	Total Price	Tax Amount
IPAD 7TH GENERATION	200	\$193.00	\$38,600.00	\$0.00
HS LAPTOP HP PB11X360	150	\$184.50	\$27,675.00	\$0.00
MIDDLE & ELEM LAPTOP HP 9RU44UT	200	\$133.00	\$26,600.00	\$0.00
VERIZON HOTSPOT	500	\$104.50	\$52,250.00	\$0.00

Total Charges: \$145,125.00
Total Tax: \$0.00
Total Invoice: \$145,125.00
Payments: \$0.00
Adjustments: \$0.00
Total Due: \$145,125.00

Operation Connectivity Payment Notification

OpConnInvoices <opconninvoices@esc4.net>
Wed 8/12/2020 2:01 PM

To: OpConnInvoices <opconninvoices@esc4.net>

NOTICE: This email originated from outside of the MA/SD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Thank you for your prompt and timely payment of your district's Operation Connectivity invoice. This email is to inform you that opconninvoices@esc4.net is in receipt of your payment. If you have any questions, please contact

Thank you.