

Controller's Office

To the Honorable Mayor and City Council of the City of Houston, Texas:

I hereby certify, with respect to the money required for the contract, agreement, obligation or expenditure contemplated by the ordinance set out below that:

- Funds have been encumbered out of funds previously appropriated for such purpose.
- Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.
- Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.
- The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.
- A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated herein by this reference.
- Other - Grant Funds Available

*[Handwritten Signature]*  
*[Handwritten Name]*

Date: 10-13, 2020

City Controller of the City of Houston, Texas

*ms*  
 520755  
 SC FUND REF: 1000-3600 AMOUNT: \$550,000.00 ENCUMB. NO.: SP045-334233

OA 46-16312

City of Houston, Texas Ordinance No. 2020-900

*[Handwritten Initials]*  
 AN ORDINANCE APPROVING AND AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HOUSTON AND HARRIS COUNTY DEPARTMENT OF EDUCATION FOR CASE FOR KIDS CITY CONNECTIONS PROGRAM; PROVIDING A MAXIMUM CONTRACT AMOUNT; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

\* \* \* \*

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. The City Council hereby approves and authorizes the contract, agreement or other undertaking described in the title of this Ordinance, in substantially the form as shown in

the document which is attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute such document and all related documents on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 2. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreement, agreements or other undertaking described in the title of this ordinance, in the event of changed circumstances.

Section 3. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contract without further authorization from Council.

Section 4. The total allocation for the contract, agreement or other undertaking approved and authorized hereby shall never exceed \$770,000.00, unless and until this sum is increased by ordinance of City Council.

Section 5. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 21<sup>st</sup> day of October, 2020.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor of the City of Houston, Texas

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is OCT 27 2020.

*Patricia J. Hensel*  
City Secretary

DocuSigned by:  
*Lan Nguyen*  
80ACA839197C41D...  
(Prepared by Legal Dept. \_\_\_\_\_)  
(LPN:ln 10/1/2020) Sr. Assistant City Attorney  
(Requested by Stephen Wright, Director of Houston Parks and Recreation Department)  
(L.D. File No. 049-20-00099-001)

G:\CONTRACT\LPN\Ordinances\Harris Co Dept of Ed\_CASE After School Program\_FY2020.doc

AYE	NO	
✓		<b>MAYOR TURNER</b>
....	....	<b>COUNCIL MEMBERS</b>
✓		PECK
✓		DAVIS
✓		KAMIN
✓		EVANS-SHABAZZ
✓		MARTIN
✓		THOMAS
✓		TRAVIS
✓		CISNEROS
✓		GALLEGOS
✓		POLLARD
✓		MARTHA CASTEX-TATUM
✓		KNOX
✓		ROBINSON
✓		KUBOSH
✓		PLUMMER
✓		ALCORN
CAPTION	ADOPTED	

**Interlocal Agreement  
between  
Harris County Department of Education  
&  
City of Houston, Texas**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, this Interlocal Agreement ("Agreement") is made and entered into by and between **Harris County Department of Education** ("HCDE"), located in Houston, Texas, and the **City of Houston, Texas**, a local governmental entity and/or home rule city of the State of Texas ("LGE" or the "City"), located in Houston, Texas, for the purpose of contracting for the performance of governmental functions and services, namely the provision of the **CASE for Kids City Connections Program** within the City of Houston by HCDE. The undersigned may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

**Preamble**

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

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

**WHEREAS**, CASE for Kids City Connections is an initiative funded directly by LGE to support organizations that address the need for youth services outside the school day. Projects funded by the CASE for Kids City Connections Program are hosted from a variety of locations, including schools, community centers, and churches.

**General Terms and Conditions**

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Definitions.**

For purposes of this Contract, the following definitions apply:

- HCDE: A local governmental entity, county school district governed by Section 11.301 and applicable provisions of Chapters 17 and 18 of the Texas Education Code. HCDE's CASE for Kids Division will administer the Program.

- LGE: City of Houston, Texas, a home rule city of the State of Texas that will fund the Program.
- Applicant(s): an organization that submits an application/proposal in response to HCDE's Request for Proposal to apply for Project Grant Funding.
- Director: means the Director of the City of Houston Parks and Recreation Department or such other person as he or she shall designate.
- Program: the CASE for Kids City Connections Program, funded by LGE and administered by HCDE through HCDE's CASE for Kids Division.
- Program Grant Funding: funds provided by LGE for the CASE for Kids City Connections Program.
- Program Grant Recipients: those Applicant(s) selected by CASE for Kids with input from City's District Council Members to receive Program Grant Funding for CASE for Kids City Connections Program.

2. LGE and HCDE agree that the Program will be administered according to the following terms:

**Applicant Eligibility:**

Applicant(s) must submit sufficient evidence that it is one of the following legal entities:

- an established charter school, faith-based organization, or civic group that:
  - o holds a valid 501(c)3 designation and IRS-designated 501(c)3 status for at least one calendar year prior to August 30, 2020;
  - or
  - o is formally registered with the Texas Secretary of State as a Not-for-Profit entity and has held such registration for at least one calendar year prior to August 30, 2020.

**Program Requirements:**

Applicant(s) must adhere to the Program requirements listed below:

- Proposed projects must serve youth before school, after school, weekend and/or summer hours.
- Proposed projects must detail the City's Council district and its constituents within the district where the project will occur.
- Applicants must have gained permission to provide youth services for the indicated host project site(s) and have a signed "Collaboration Letter" submitted with the application. Additionally, the Applicant should have followed procedures required by the host site, if any, to serve youth.
  - o Applicants who wish to host a City Connections project at a Houston Parks and Recreation Department (HPARD) facility are required to contact HPARD staff to discuss potential plans prior to submitting the application. In addition, CASE for Kids will require documentation from HPARD that demonstrates HPARD's approval for the applicant to host a City Connections project at the identified HPARD facility.
- Proposed projects must meet needs in City's Council districts, as determined by LGE's Council members.
- Proposed projects must serve children within the grade level range of Kindergarten through 12<sup>th</sup> grade.
- Agree to obtain and assess criminal history record information for each employee, contractor, or volunteer used in the delivery of projects funded by Program Grant Funds and to use only those persons fit to work with students.

- Will not be debarred from conducting business with the LGE, HCDE or the federal government (including principals of Applicant).
- Agree to deliver services funded by Program Grant Funds within the following time frame:
  - *City Connections Grant Period:* October 26, 2020 to April 30, 2021 Agree to spend no more than twenty percent (20%) of Program Grant Funds to support quality program improvements as defined in **Budget Requirements**.
  - Submit only a single application for projects that are proposed by more than one Applicant for a collaborative project. If more than one application is received for a collaborative project, the applications will be disqualified.
  - Applicants that submitted applications to the Program in fiscal year 2020 have the option to continue services proposed via submission of a new application during the current fiscal year
  - Submit a complete application with all required support documents.

**Budget Requirements:**

Program Grant Recipients must adhere to the following requirements:

- Program Grant Recipients must match the total amount of Program Grant Funding on a dollar-for-dollar basis. The match may be cash or in-kind support from other sources.
- Program Grant Recipients must expend Program Grant Funding to reflect services provided in the outlined grant proposal.
- Program Grant Recipients must spend no more than ten percent (10%) of Program Grant Funding for administrative costs.
- Program Grant Recipients must spend no more than twenty percent (20%) of Program Grant Funding to support quality program improvements through the purchasing of curriculum-based materials and professional development including participation in relevant workshops, conferences and on-line trainings that include certificates.

**Additional Requirements for Program Grant Recipients:**

Program Grant Recipients must timely meet the following requirements, according to the schedule and deadlines set by HCDE:

- Submit an HCDE vendor packet to include, at a minimum, the following:
  - W-9 Form, Conflict of Interest (CIQ) Form, Felony Conviction Affidavit Form, Covered Employee Affidavit Form, and Form 1295 Disclosure of Interested Parties (if applicable).
- Attend required orientation meetings.
- Submit attendance and demographics for youth served with Program Grant Funding, in the manner required by HCDE.
- One staff member of the funded organization is eligible to attend a CASE for Kids best practices workshop for free.
- Comply with evaluations required by HCDE, which may include site visits, focus groups, and surveys.
- Meet CASE for Kids quality framework element 1: safe and secure environment.
- Complete background checks on all staff, contractors, and volunteers working with youth.
- Complete a final report at the end of the program period, including submission of photo documentation of the project and a summary of project accomplishments and challenges.

3. During the program period and at least three years after the program ends, maintain adequate documentation of the expenditure of program grant funding, match funding, and compliance with all program requirements and make such documentation available for review by HCDE, CITY, or their respective representatives.
4. Term. This Agreement shall be effective from the Date of Countersignature by the City Controller herein through **June 30, 2021**. See means of terminating the Agreement in Section 14 below. Any such notice shall be sent according to Section 18.
5. Agreement. The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
6. Purpose and Scope of Work.
  - A. HCDE agrees to:
    - Provide LGE with descriptive offerings of each of the programs and services that HCDE provides.
    - Provide programs and services upon LGE's submission of independent contracts or purchase orders to HCDE and HCDE's acceptance thereof. HCDE's obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE's obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
    - Conduct, at a minimum, an annual audit, program review, or survey, as appropriate, for each of the programs and services that HCDE delivers.
    - Oversee the administration of the Program Grant Funding, in accordance with the terms of this Contract. Specifically, HCDE agrees to perform the following services in connection with the City Connection Program:
      - Meet with each City Council Member and/or representative to establish council district's out-of-school time needs for their district
      - Share promotional materials with City Council Member and request outreach opportunities for potential applicants.
      - Develop and publish Request(s) for Proposals ("RFP") for funding related to the project, including an option for project continuation, inclusive of eleven City Council districts
      - Develop and hold RFP workshops
      - Collect proposals submitted by Applicant(s) in response to RFPs
      - Review applications for meeting eligibility requirements outlined in RFP and set prioritized conditions for funding
      - Provide an Application Summary chart by council district to District Council members. Such summaries shall include, but not limited to, CASE's evaluation of project feasibility assessed as a Yes or No for eligibility for funding and a CASE funding level recommendation
      - Notify Director of selection of Program Grant Recipients
      - Monitor Program Grant Funding allocations
      - Review of Program Grant Recipients' final reports

- Coordinate dispersion of Program Grant Funding to Program Grant Recipients (80% upon award of grant and 20% upon review of final report)
- Conduct evaluations of Program Grant Recipients' projects, including site visits.
- Provide an annual report concerning the administration of the Program to the Director and Houston City Council Districts. Such annual report shall include, but not be limited to, the following information:

- Program overview
- Length of Program
- Number of youth participating
- Amount funded by CASE
- Matchup funding amounts
- In-Kind Match Value
- Total Program Cost

- Submit monthly invoices to the Director requesting reimbursement for Program Grant Funding dispersed to Program Grant recipients and administrative costs. Final invoice for Program Activities Grant and administrative costs will be submitted to the Director by June 30, 2021.

**B. LGE agrees to:**

- Participate in any or all of the programs and services that HCDE offers, in LGE's sole discretion.
- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that LGE desires to purchase and/or collaborate.
- Agree to follow the terms and conditions of each independent contract or purchase order.
- Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.
- Collaborate with HCDE to provide Program Grant Funding and:
  - City Council Members share promotional material regarding the Program with potential applicants
  - City Council Members provide list of any potential applicants to CASE for outreach
  - During application process, City Council Members will share individual district needs with potential applicants if requested
  - City Council Members review Application Summary Chart and approve project selections and finalize awarded funding levels with CASE
  - Director will process reimbursement request for payment to CASE
  - Select Program Grant recipients and locations

**C. Performance of Obligations during COVID-19 pandemic:**

Due to the currently ongoing COVID-19 pandemic, the Parties agree that either Party may perform its obligations under this Agreement virtually and/or remotely, as deemed appropriate by the performing Party. The Parties agree to reasonably cooperate with each other to ensure that the duties, obligations, and rights of both Parties under this Agreement are timely fulfilled, to the maximum extent possible, while also taking into account the health and safety of each Party's employees, officers, agents, and representatives. The Parties encourage social distancing as a measure intended to minimize the spread of disease in response to the current health situation.

7. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.
8. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE. LGE agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.
9. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement, subject to the allocation of funds as provided below. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.

Subject to the following paragraph, LGE will pay HCDE in accordance with the Budget table below. HCDE shall allocate the above amount as follows: \$55,000 to HCDE for Program administration, 2) \$495,000 to be awarded in Program Grant Funding equally to the eleven Houston City Council districts to fund after-school programs and/or out-of-school time activities and projects in those districts, and 3) up to \$220,000 in Additional Community Awards from certain City Council Districts' budgeted funds.

#### 10. Limit of Appropriation

- (1) LGE's duty to pay money to HCDE for any purpose under this Agreement is limited in its entirety by the provisions of this Section.
- (2) In order to comply with Article II, Sections 19 and 19a of the CITY's Charter and Article XI, Section 5 of the Texas Constitution, LGE has appropriated and allocated \$550,000.00 to pay money due under this Agreement during the City's current fiscal year (the "Original Allocation"). The executive and legislative officers of LGE, in their discretion, may allocate supplemental funds (each a "Supplemental Allocation" and collectively, the "Supplemental Allocations") for this Agreement, but they are not obligated to do so. Therefore, the Parties have agreed to the following procedures and remedies.
- (3) LGE has not allocated supplemental funds or makes a Supplemental Allocation for this Agreement unless LGE has issued to HCDE a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

#### **NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS**

By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds

appropriated for this purpose by the City Council of the City of Houston. This Supplemental Allocation has been charged to such appropriation.

\$ \_\_\_\_\_

- (4) The Original Allocation plus all Supplemental Allocations are the "Allocated Funds". LGE shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. HCDE must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, HCDE's only remedy is suspension or termination of its performance under this Agreement and it has no other remedy in law or in equity against LGE and no right to damages of any kind.

HCDE will submit an itemized monthly statement detailing expenditures with supporting documentation for the administration of the Program. LGE will pay HCDE within 45 days of receiving a statement. LGE will provide funding for the following activities:

**Budget:**

Category	Amount Not to exceed during FY2020:	Funding Source	Description
CASE Administration Fee	\$55,000	City of Houston (CITY)	Project Administration for all 11 districts (RFP review, recommendations, contract management, site visits, payments, reporting)
Community Awards	\$495,000	City of Houston (CITY)	\$45,000 in Program Grant Funding distributed per district (5-10 grants per district)
Additional Community Awards	Up to \$220,000	City of Houston (CITY)	Provided through certain City Council Districts' budgeted funds

Based on the compensation, HCDE and LGE will adhere to the following timeline for evaluating Applicant(s), selecting Program Grant Recipients, and awarding Program Grant Funding:

**Timeline:**

Start Date	Project Activities Grant Period	Description	Notes
August 10, 2020 August 17, 2020	October 26, 2020 - April 30, 2021	RFP ad runs in the Chronicle	

August 12, 2020 August 17, 2020 August 21, 2020	October 26, 2020 - April 30, 2021	RFP Workshops	Will be held virtually, link to register and access to be posted on <a href="http://www.afterschoolzone.org">www.afterschoolzone.org</a>
September 2, 2020 (Application posted Aug.10)	October 26, 2020 - April 30, 2021	RFP Grant Application Deadline	
September 8, 2020	October 26, 2020 - April 30, 2021	CASE presents applicant pool to Houston Parks & Recreation Dept. (Twonda Thompson)	Information will include non-profit organization, host site.
September 15, 2020	October 26, 2020 - April 30, 2021	CASE presents application Summary to City Council Members	Application Summary will include applications eligibility for funding as a Yes or No; and CASE recommendations of funding level based on budget
September 30, 2020	October 26, 2020 - April 30, 2021	City Council Members to notify CASE of locations to receive program grant funding	Council members will select from applicants deemed eligible from the application summary
October 2, 2020	October 26, 2020 - April 30, 2021	Grantee list sent to Houston Parks and Recreation Department	
October 7, 2020	October 26, 2020 - April 30, 2021	City Connections grant awards announced	Via <a href="http://www.afterschoolzone.org">www.afterschoolzone.org</a>
October 14, 2020	October 26, 2020 - April 30, 2021	Orientation for awarded grantees	
October 26, 2020	October 26, 2020 - April 30, 2021	Grant Term Start Date	
January 6, 2021	October 26, 2020 - April 30, 2021	Mid- Term Orientation for Grantees	
March 31, 2021	October 26, 2020 - April 30, 2021	Final Orientation for Grantees	

April 30, 2021	October 26, 2020 - April 30, 2021	Grant Term Ends	
May 14, 2021	October 26, 2020 - April 30, 2021	Grantees Final Report Due	
June 30, 2021	October 26, 2020 - April 30, 2021	Closeout City Connections	

11. Invoices. HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within forty-five (45) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service.
  
12. Participation in HCDE's Cooperative Purchasing Program. If LGE elects to participate in HCDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to LGE for participation in Choice Partners. LGE shall make payments directly to vendors. LGE shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. LGE shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between LGE and the vendor. HCDE is not responsible or liable for the performance of any vendor used by LGE as a result of this Agreement or LGE's participation in Choice Partners.
  
13. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.
  
14. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:
  - a. By either Party, with or without cause, upon thirty (30) days' prior written notice;
  - b. By mutual written agreement of the Parties; or
  - c. By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and LGE or between LGE and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, LGE shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.
  
15. 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.

16. Conflict of Interest. During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
17. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
18. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education Attn: James Colbert, Jr. County School Superintendent 6300 Irvington Blvd Houston, Texas 77022 713-694-6300	The City of Houston, Texas ("LGE") Attn: Parks and Recreation Department Title: Director 2999 South Wayside Houston, Texas 77023
--	--

19. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.
20. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.
21. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
22. Limitation of Liability. Without waiver of the Disclaimer in Article 19 of this Agreement, the Parties agree that:
  - Neither Party waives any immunity afforded to it under applicable law; and
  - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
23. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity,

illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.

24. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas, and the Parties hereby submit to the exclusive jurisdiction of said courts.
25. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representative of the Parties hereto.
26. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
27. Anti-Boycott of Israel. HCDE certifies that HCDE is not currently engaged in, and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code. The City certifies that the City is not currently engaged in, and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.
28. Zero Tolerance Policy for Human Trafficking and Related Activities. The requirements and terms of the City of Houston's Zero Tolerance Policy for Human Trafficking and Related Activities, as set forth in Executive Order 1-56, as revised from time to time, are incorporated into this Agreement for all purposes. HCDE has reviewed Executive Order 1-56, as revised, and shall comply with its terms and conditions as they are set out at the time of this Agreement's effective date. HCDE shall notify the Director of any information regarding possible violation by HCDE or its subcontractors providing services or goods under this Agreement within 7 days of Contractor becoming aware of or having a reasonable belief that such violations may have occurred, have occurred, or are reasonably likely to occur.
29. Force Majeure.
  - a) Timely performance by both Parties is essential to this Agreement. However, neither Party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure (as hereinafter defined) that directly impacts the LGE or HCDE. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a Party's obligations to complete performance under this Agreement. Force Majeure means: fires, interruption of utility services, epidemics in Harris County, Texas, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against the LGE or HCDE, riots, strikes, court orders, and the acts of superior governmental or military authority, and which the affected Party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn, or other factors of general

application, or an event that merely makes performance more difficult, expensive, or impractical. Force Majeure does not entitle HCDE to extra reimbursable expenses or payment.

- b) This relief is not applicable unless the affected Party does the following:
    - i. uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and
    - ii. provides the other Party with prompt written notice of the cause and its anticipated effect.
  - c) Either Party may perform contract functions, duties, and/or obligations itself or contract them out during periods of Force Majeure. Such performance is not a default or breach of this Agreement.
  - d) If the Force Majeure continues for more than 7 calendar days from the date performance is affected, either Party may terminate this Agreement by giving 7 days' written notice to the non-terminating Party. This termination is not a default or breach of this Agreement. **BOTH PARTIES WAIVE ANY CLAIM THEY MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT UP TO THE TIME THE WORK IS HALTED DUE TO FORCE MAJEURE.**
30. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Signatures. The Parties have executed this Agreement in counterparts, each of which is an original, but all of which taken together shall constitute one and the same instrument, to be effective on the date specified in Section 4. Term above. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

**ATTEST/SEAL (if a corporation):**  
**WITNESS (if not a corporation):**

**HARRIS COUNTY DEPARTMENT OF  
EDUCATION**

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

James Colbert  
By: James Colbert (Sep 17, 2020 12:15 CDT)  
Name: James Colbert, Jr.  
Title: County School Superintendent

**ATTEST/SEAL:**

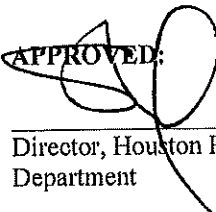
**CITY OF HOUSTON, TEXAS**  
Signed by:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor

**APPROVED:**

**COUNTERSIGNED BY:**

  
\_\_\_\_\_  
Director, Houston Parks and Recreation  
Department

\_\_\_\_\_  
City Controller

**APPROVED AS TO FORM:**

**DATE COUNTERSIGNED:**

DocuSigned by:  
Lan Nguyen  
80ACAB35197C41D  
\_\_\_\_\_  
Sr. Assistant City Attorney  
L.D. File No. 0492000099001  
LPN/20585

\_\_\_\_\_












# CITY CONNECTIONS CPF


Final Audit Report

2020-09-17

Created:	2020-08-20
By:	Della Marquez (dmarquez@hcde-texas.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAdZp8b0old_IKDFTVuA51ajsLBSLmhcs

## "CITY CONNECTIONS CPF" History


-  Document created by Della Marquez (dmarquez@hcde-texas.org)  
2020-08-20 - 10:59:44 PM GMT- IP address: 73.76.53.225
  
-  Document emailed to Mary Glover (mglover@hcde-texas.org) for signature  
2020-08-20 - 11:00:34 PM GMT
  
-  Email viewed by Mary Glover (mglover@hcde-texas.org)  
2020-08-20 - 11:24:04 PM GMT- IP address: 99.88.34.135
  
-  Document e-signed by Mary Glover (mglover@hcde-texas.org)  
Signature Date: 2020-08-20 - 11:24:33 PM GMT - Time Source: server- IP address: 99.88.34.135
  
-  Document emailed to Lisa Caruthers (lcaruthers@hcde-texas.org) for signature  
2020-08-20 - 11:24:35 PM GMT
  
-  Email viewed by Lisa Caruthers (lcaruthers@hcde-texas.org)  
2020-08-21 - 0:01:38 AM GMT- IP address: 98.196.40.143
  
-  Document e-signed by Lisa Caruthers (lcaruthers@hcde-texas.org)  
Signature Date: 2020-08-21 - 0:01:49 AM GMT - Time Source: server- IP address: 98.196.40.143
  
-  Document emailed to Kendra Jackson (kjackson@hcde-texas.org) for signature  
2020-08-21 - 0:01:51 AM GMT
  
-  Email viewed by Kendra Jackson (kjackson@hcde-texas.org)  
2020-08-21 - 1:49:02 PM GMT- IP address: 99.13.212.83
  
-  Document e-signed by Kendra Jackson (kjackson@hcde-texas.org)  
Signature Date: 2020-09-17 - 12:55:33 PM GMT - Time Source: server- IP address: 50.238.110.131
  
-  Document emailed to Jesus Amezcua (jamezcua@hcde-texas.org) for signature  
2020-09-17 - 12:55:36 PM GMT

 Email viewed by Jesus Amezcua (jamezcua@hcde-texas.org)


2020-09-17 - 4:11:35 PM GMT- IP address: 104.47.73.126

 Document e-signed by Jesus Amezcua (jamezcua@hcde-texas.org)


Signature Date: 2020-09-17 - 4:13:08 PM GMT - Time Source: server- IP address: 50.238.110.131

 Document emailed to James Colbert (jcolbert@hcde-texas.org) for signature

2020-09-17 - 4:13:10 PM GMT

 Email viewed by James Colbert (jcolbert@hcde-texas.org)

2020-09-17 - 5:15:14 PM GMT- IP address: 50.238.110.131

 Document e-signed by James Colbert (jcolbert@hcde-texas.org)

Signature Date: 2020-09-17 - 5:15:44 PM GMT - Time Source: server- IP address: 50.238.110.131

 Agreement completed.

2020-09-17 - 5:15:44 PM GMT