

**MEMORANDUM OF UNDERSTANDING
BETWEEN HARRIS COUNTY DEPARTMENT OF EDUCATION AND HARRIS
COUNTY PUBLIC LIBRARY**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I. Introduction

This Memorandum of Understanding (the “MOU”) is entered into by and between the Harris County Department of Education (“HCDE” or the “Department”), a Texas county school department located at 6300 Irvington Boulevard, Houston, Texas 77022, and Harris County, Texas (the “County”), a body corporate and politic under the laws of the State of Texas, acting by and through Harris County Public Library (“Contributor”), located 5749 South Loop East, Houston, TX 77033.

Upon the execution of this MOU, the Contributor agrees to certify allowable funds from the County in order for HCDE to draw down additional federal matching funds in partnership with the Texas Workforce Commission (“TWC”) through the Child Care and Development Fund (“CCDF”), a federal and state partnership program authorized under the Child Care and Development Block Grant Act (“CCDBG”) administered by states, territories, and tribes with funding and support from the Administration for Children and Families’ Office of Child Care. Both the certified and matching federal funds will be used for the provision of allowable childcare services or activities in the following local workforce development area: Gulf Coast Workforce Board area. This MOU is effective upon execution by both parties through September 30, 2025. Contributor will certify funds from the County for the time period through September 15, 2025.

II. Allowable Certified Funds

The Contributor agrees to certify expenditures to HCDE in an amount no less than three hundred sixty-three thousand eight hundred ninety-five and NO 100 Dollars (\$363,895.86) in order for HCDE to draw down available federal matching funds as authorized by the CCDF rules and regulations, including those promulgated under 45 CFR §98.55. The Contributor certifies that the funds used to certify expenditures to HCDE under this MOU:

1. are not federal funds, or are federal funds authorized by federal law to be used to match other federal funds;
2. are not used to match other federal funds;
3. represent expenditures eligible for federal match in accordance with Section III; and
4. do not represent expenditures for public prekindergarten programs as referenced in 45 CFR §98.55(h).

III. Expenditures eligible for federal match

Contributor agrees to only certify expenditures for federal match as allowed by applicable laws and rules, including, but not limited to, TWC rules regarding allowable and unallowable expenditures. Contributor agrees to only certify expenditures to HCDE for federal match that are

expenditures associated with child care activities and after-school quality improvement care activities for children ages four (4) through twelve (12) in accordance with TWC Adopted Rules Chapter 809 (*see* 40 Tex. Admin. Code § 809.16). Below is a list of allowable expenses as of the date of the execution of this MOU; however, this list is not exhaustive, and Contributor agrees to follow all applicable rules regarding certification of funds under the CCDF program.

- Frontline personnel;
- Supplies and materials;
- Curriculum;
- Vendor fees;
- Professional development for program staff;
- Coordination and management of the program.

IV. Certification of Expenditures

The description below describes: (1) the allowable child care services or activities that will result in Contributor's certified expenditures; (2) the source of the certified funds; and (3) the services and assistance HCDE agrees to provide in exchange for Contributor allowing HCDE to certify its expenditures to draw down federal CCDF matching funds.

Contributor Name: Harris County Public Library		
	Fund Use	Planned Funding (\$)
Child Care Quality Improvement	Expenditures certified by the Contributor resulting from quality improvement activities allowable under TWC Adopted Rules Chapter 809 (<i>see</i> 40 Tex. Admin. Code §809.16). Source of certified funds in accordance with Section II: <u>Local tax dollars</u>	\$363,895.86
Harris County Department of Education		
Services and Supplies	In exchange for Contributor allowing HCDE to certify its expenditures to draw down federal CCDF matching funds, HCDE agrees to provide the following services to Contributor, as allowable under applicable law and rules: <ol style="list-style-type: none"> 1. Professional development for staff, including on-site, customized staff trainings as determined by HCDE. 2. Learning laboratory services where a vendor provides both direct services to support literacy and numeracy for school-age children and pedagogy support for site staff. 3. Materials and supplies to support activities that support literacy and numeracy for school-age children. <i>ASI Materials and Supplies order deadline is February 1, 2025, ASI vendor request deadline is March 1, 2025.</i>	\$20,000.00
Professional Development	4 free registrations to a Center for Afterschool Summer & Enrichment ("CASE") Symposium and Conference	\$200

Technical Assistance and Coordination	CASE for Kids staff support to coordinate services to Contributor and technical assistance	\$12,000
TOTAL	<u>Value of Services from HCDE</u>	\$32,200.00

The Contributor agrees to submit to HCDE monthly certification(s) of total expenditures for after-school programming, certifying that expenditures have resulted from activities allowable under applicable TWC rules, including TWC Adopted Rules Chapter 809 (*see* 40 Tex. Admin. Code § 809.16). The Contributor agrees to provide this certification on the forms attached hereto as Exhibit A. The Contributor shall maintain its records and accounts in a manner that shall assure a full accounting of all expenditures paid for with local eligible certified funds relating to this MOU. The Contributor agrees to submit Exhibit A to HCDE by the 15th of each month. The Contributor's records and accounts shall also be retained by the Contributor and made available for audit by HCDE, the TWC, the Gulf Coast Local Workforce Board, and/or representative(s) of those entities for a period of not less than three (3) years after the expiration or termination of this MOU. If an audit has been announced, the Contributor shall retain its records and accounts until such audit has been completed.

The Contributor further agrees that it will comply with all terms and conditions of the U.S. Department of Health and Human Services Child Care and Development Fund grant/contract, passed through the TWC/Gulf Coast Workforce Solutions Board, including all applicable laws, rules, and regulations. Those regulations include, but are not limited to, applicable regulations pertaining to reporting, regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this MOU, and regulations pertaining to copyrights and rights in data. The Contributor certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances in the attached certifications, which are incorporated herein by reference.

The Contributor further agrees that HCDE shall be the sole and exclusive owner of all funds received as federal CCDF matching funds resulting from this MOU, and Contributor shall have no right whatsoever to the federal CCDF matching funds, including those federal CCDF matching funds received as a result of Contributor's certification of its expenditures to HCDE.

V. Federal Funds Provisions.

- (a) **Non-Appropriation.** This MOU is a commitment of HCDE's current revenue only. Notwithstanding anything to the contrary in this MOU, HCDE is obligated to provide the services outlined herein only as approved each year by HCDE's Board of Trustees. HCDE's Board of Trustees retains the right to terminate the MOU at the expiration of each budget period of HCDE. Contributor acknowledges that HCDE will use federal funds, including but not limited to federal CCDF matching funds, to fulfill its obligations under this MOU. As such, if HCDE does not receive sufficient federal CCDF matching funds to fulfill its obligations outlined in this MOU, HCDE may terminate this MOU without penalty or further obligation to Contributor at any time upon written notice to Contributor.

- (b) **Records Retention and Access.** Because federal funds are expended by HCDE pursuant to this MOU, Contributor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. Contributor further certifies that Contributor will retain all records as required by 2 CFR § 200.334 for a period of three years from the date the submission of the final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Contributor further agrees to comply with 2 CFR § 200.337 regarding access to records.
- (c) **Conflict of Interest Requirements.** In accordance with 2 CFR § 200.318(c)(1), no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of may neither solicit nor accept gratuities, favors, or anything of monetary value from [contractors](#) or parties to subcontracts.

VI. Authorization and Related Parties

By signing below, each party represents that s/he is authorized to execute this MOU and is bound to all terms of the MOU, and to bind all related or affiliated institutions, individuals, employees or contractors. This MOU may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument.

VII. Term and Termination

This MOU shall be effective upon execution by both parties and end September 30, 2025, unless terminated earlier as provided herein. The MOU is renewable for additional periods upon mutual written agreement by the authorized representatives of each party.

Either party may terminate this MOU, without cause, upon at least thirty (30) days prior written notice to the other party, with termination effective upon the expiration of the thirty (30) days or as mutually agreed to by the parties. Additionally, HCDE may immediately terminate this MOU should HCDE determine that Contributor has failed to comply with any applicable law; in the event of immediate termination, HCDE shall send notice of the immediate termination to Contributor as soon as practicable.

VIII. Notices

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, return receipt requested, courier

delivery, or receipted overnight mail, and shall be deemed received upon the earlier of (a) the date of delivery, if personally delivered, or (b) three (3) business days after the date of posting by the U.S. postal service, if mailed. Either party may change such address for notice for the party designated to receive such notice by giving advance written notice to the other party as provided in this paragraph. All such notices or communications shall be addressed as follows:

For Contributor:

Harris County Public Library

Edward Melton

Executive Director, Harris County Public Library

5749 South Loop East Hwy

Houston, TX 77033

For HCDE:

For Harris County Department of Education:

Dr. Jesus J. Amezcua

Assistant Superintendent of Business Services

6300 Irvington Blvd. Houston, TX 77055

713-694-6300

jamezcua@hcde-texas.org

For CASE for Kids

Dr. Lisa Caruthers

Director of CASE for Kids

6300 Irvington Blvd. Houston, TX 77055

713-696-1336

lcaruthers@hcde-texas.org

IX. Relationship of the parties

It is understood and agreed that Contributor is a separate legal entity from HCDE and Contributor is not an employee, agent, joint venturer, or partner of HCDE. Nothing in this MOU shall be interpreted or construed as creating or establishing the relationship of employer and employee between HCDE and either Contributor or any employee or agent of Contributor. Contributor assumes full responsibility for the actions of its employees, contractors, and agents and shall remain solely responsible for their supervision, direction and control, payment of salary, workers' compensation, disability benefits, and like requirements and obligations. Contributor agrees that HCDE has no responsibility for any conduct of Contributor or Contributor's employees, contractors, or agents. This MOU shall not be construed or deemed an endorsement of Contributor by HCDE.

X. No waiver of immunity

The execution of this MOU and the performance by HCDE or the County of any of their obligations hereunder are not, and are not intended to waive or relinquish, and HCDE and the County shall not waive or relinquish, any governmental, sovereign immunity or defense from or

to liability or prosecution available to HCDE or the County, their trustees, officers, officials, employees, or agents under federal or Texas laws.

XI. No third-party beneficiaries

Nothing in this MOU shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against any party to this MOU.

XII. Governing law and venue

This MOU shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws and provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this MOU shall be in Harris County, Texas.

XIII. Entire agreement

This MOU and the attached and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the MOU and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this MOU.

XIV. Severability

In the event that any one or more of the provisions contained in this MOU shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XV. Interpretation

The parties agree that the normal rules of construction that require that any ambiguities in this MOU are to be construed against the drafter shall not be employed in the interpretation of this MOU.

XVI. Changes and amendments

This MOU may be amended, modified, and/or supplemented only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this MOU.

XVII. No assignment

Neither this MOU nor any rights, duties, or obligations under it shall be assignable by Contributor without the prior written acknowledgment and authorization of HCDE. Any attempted assignment by Contributor without HCDE's prior written consent shall be void.

XVIII. No waiver

No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term, or in any way effect either party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof, or the breach thereof. No waiver, alteration, or modification of any of the provisions of this MOU shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

XIX. Public Information

The parties expressly acknowledge that this MOU is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 *et seq.*, as amended (the "Act").

Contributor acknowledges that HCDE is subject to the Act and, to the extent permitted by law, Contributor waives any claim against and releases from liability HCDE, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this MOU or otherwise created, assembled, maintained, or held by Contributor and determined by HCDE, the Attorney General of Texas, or a court of law to be subject to disclosure under the Act.

In the event HCDE receives a written request for information pursuant to the Act that affects Contributor's rights, title to, or interest in any information or data or a part thereof, furnished to HCDE by Contributor under this MOU, then HCDE will promptly notify Contributor of such request if required by the Act. Contributor may, at its own option and expense, prepare comments and submit information directly to the Attorney General of Texas stating why the requested information is exempt from disclosure pursuant to the requirements of the Act.

[Signatures follow.]

Harris County Public Library

Edward Melton

Executive Director

By: 

Date: 03.06.25

Harris County Department of Education

Dr. Jesus Amezcua

By: 

Date: Mar 6, 2025

APPROVED AS TO FORM:

CHRISTIAN D. MENEFE

County Attorney

By: 

Kevin G. Markowski

Assistant County Attorney

CAO File 25GEN0273

EXHIBIT A
Required Certifications
(Follow Behind)

Harris County Department of Education
Afterschool Strategic Investment (ASI) Required Match Certification

ASI Collaborators must certify that local match funds have been expended in accordance with the current Memorandum of Understanding and all applicable local, state, and federal laws and regulations, including, without limitation, those promulgated by HCDE, the Texas Workforce Commission ("TWC"), and the Gulf Coast Local Workforce Board. This report certifies that (a) expenditures have resulted from activities allowable under applicable TWC rules, including TWC rule 809.16, and (b) funds received from HCDE have been expended for (1) quality improvement activities in the after-school program(s); and (2) service delivery, including language literacy and numeracy development.

Received From Contributors Listed Below and Submitted Through:	
Organization: <u>Harris County of Education (HCDE)</u>	HCDE Contact: <u>Kittra Hewitt</u>
HCDE Address: <u>6300 Irvington Blvd.</u>	<u>713-696-1353</u>
<u>Houston, TX 77018</u>	
ASI Collaborator Information:	
Organization: _____	Contact: _____
Address: _____	_____
State/Zipcode: _____	_____


Date: _____	Organization Tax ID # _____
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* **Type of Pledge: (C) Certification**

<u>Certification of Child Care Expenditures</u>			
Certified Local Share:	<u>Quality Improvement</u>	\$ _____	40 TAC §809.16
	<u>YTD Certification</u>	\$ _____	
	<u>Total Certified</u>	\$ _____	
			Certification Time Period: <div style="border: 1px solid black; padding: 2px; text-align: center;">00/00/0000 - 00/00/0000</div>

The certified expenditures are to be used as state matching funds to draw available federal matching funds as authorized in the Child Care and Development Fund (CCDF) regulations at *Title 45 CFR §98.53*. By signing below, the public entity named above certifies that the funds specified above:

1. are not federal funds, or are federal funds authorized by federal law to be used to match other federal funds;
2. are not used to match other federal funds;
3. represent expenditures eligible for federal match; and
4. do not represent expenditures for public prekindergarten programs as referenced in *Title 45 CFR §98.53(h)* of CCDF regulations.



Signature - Authorized District/Organization Administrator

Edward Melton


Printed Name - Authorized District/Organization Administrator

Send the signed certification form and back-up documentation to:
Harris County Department of Education c/o CASE for Kids Attention: Kittra Hewitt khewitt@hcde-texas.org

Report Due Dates	
Month of Expenditures October 2024- December 2024 January 2025- August 2025 September 15, 2025	Date due to CASE for Kids January 15, 2025 Report for each month is due on the 15th of the following month October 6, 2025

ASI Description of Expenditures

Instructions: Use this form to describe and account for Contributor's expenditures related to activities in compliance with TWC rule 809 Tex. Admin. Code § 809.16. Relevant attachments to document expenditures should be attached (e.g. general ledgers, time sheets, invoices, etc.). Please return to CASE for Kids on a monthly basis.

SECTION I SITE AND FUNDING INFORMATION		
Organization Name:	Reporting Month:	
Source of funds: <input type="checkbox"/> local tax dollars (describe: _____) <input type="checkbox"/> federal funds authorized by law to be used to match other federal funds (describe: _____)		
SECTION II MATCH BUDGET		
BUDGET CATEGORY	DESCRIPTION OF EXPENDITURES	AMOUNT
Payroll Costs		
Professional/Contracted Services		
Supplies and Materials		
Other Operating Costs		
Licensing Costs		
TOTAL		
SECTION III CERTIFICATION		
I hereby certify that the information provided is true and accurate and meets all applicable requirements, including those outlined in the MOU between Contributor and HCDE. Additionally, sites and students reported on this form did not receive duplication of services from the CASE for Kids Partnership Program.		
x		03.06.25
ORGANIZATION REPRESENTATIVE SIGNATURE		DATE

Submit form to Kittra Hewitt at khewitt@hcde-texas.org

ASI Site and Participation Form


Instructions: Use this form to submit the site names, ASI resources, and number of students and/or adults at each site that benefitted from ASI resources. Please return to CASE for Kids on a monthly basis with your monthly expenditures and back up documentation. Please note, ASI resources cannot be used for CASE for Kids Partnership Project sites until the ASI Partner has matched all funds required for the CASE ASI Partnership Project. CASE for Kids will not allow duplication of services to sites already funded by CASE for Kids Partnership Project.

SECTION I ORGANIZATION INFORMATION			
Organization Name:		Reporting Month:	
SECTION II SITE AND PARTICIPATION			
SITE SERVED	ASI RESOURCES Enter all that apply: materials, provider, field trip, prof. development	NUMBER OF STUDENTS UTILIZED ASI RESOURCES	NUMBER OF STAFF UTILIZED ASI RESOURCES
TOTAL			
SECTION III CERTIFICATION			
I hereby certify that the information provided is true and accurate and meets all applicable requirements, including those outlined in the MOU between Contributor and HCDE. Additionally, sites and students reported on this form did not receive duplication of services from the CASE for Kids Partnership Program.			
x			03.06.25
ORGANIZATION REPRESENTATIVE SIGNATURE			DATE

Submit form to Kittra Hewitt at khewitt@hcde-texas.org

ASI Job Descriptions and Staff Percentages

Instructions: Use this form to describe and account for Contributor's expenditures in payroll expense. The payroll expenses should match certified staff job responsibilities that work in out of school time programs. Please update this form when staff percentages change to reflect the new percentage allocation.

SECTION I ORGANIZATION INFORMATION			
Organization Name:			Date:
SECTION II TITLE, JOB DESCRIPTION, #OF EMPLOYEES, PERCENTAGE DEDICATED TO AFTERSCHOOL ACTIVITIES			
JOB TITLE	JOB DESCRIPTION	NAME OF EMPLOYEE	% OF WORK DEDICATED TO AFTERSCHOOL ACTIVITIES
SECTION III CERTIFICATION			
I hereby certify that the information provided is true and accurate and meets all applicable requirements, including those outlined in the MOU between Contributor and HCDE. Additionally, staff reported on this form did not receive duplication of services from the CASE for Kids Partnership Program.			
X 			03.06.25
ORGANIZATION REPRESENTATIVE SIGNATURE			DATE

ORDER OF COMMISSIONERS COURT

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, 2025, with all members present except _____.

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

ORDER AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN HARRIS COUNTY AND HARRIS COUNTY DEPARTMENT OF EDUCATION

Commissioner _____ introduced an Order and moved that Commissioners Court adopt the Order. Commissioner _____ seconded the motion for adoption of the Order. The motion, carrying with it the adoption of the Order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the Order had been duly and lawfully adopted. The Order thus adopted follows:

IT IS ORDERED THAT:

1. The Harris County Judge is authorized to execute on behalf of Harris County the attached Agreement between Harris County Public Library and the Harris County Department of Education for the purpose of collaborating to increase federal matching funds for the Afterschool Strategic Initiative (ASI).
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this Order.