

HARRIS COUNTY DEPARTMENT OF EDUCATION

CONTRACT PROCESSING FORM (CPF) Contract requires approval from: Superintendent

Contract requires approval from: Superintendent Assistant Superintendent									
SECTION 1 – CONTRACT INFORMATION									
Funding Division	Today's Date	# Original Contra	icts	Expenditure/Revenue Budget Account Code (20 digits)					
CASE	1/19/24	1		Non-Monetary Is Contracting Party an Employee of HCDE? If yes, which division?					
Contracting Party Harris County Public Library		RFP # (if applicable)	le)	_			e of HCDE? If ye	s, whi	ch division?
, , ,				No ☐ Yes	s, Divi	ision:			
Description of Services: MOU for ASI Services HCDE Boa	rd Approved	January 2024							
Type of Contract		Contract Fiscal Ye	ear	HCDE Contract?			Ter	m	
Memorandum of Understanding		2023-2024	Υ¢	es (HCDE Contrac	et)	From:	10/01/2023		09/15/2024
		SECTION 2 – CO	ONTR	ACT TYPE					
Expenditure contract less than \$75,000	(Check if Boa	rd Approval is Req	uired)		4	Amount	\$ 0.00		
SECTION 3 –	COMPLIANC	CE WITH POLIC	Y CH (<u> </u>	HASI	NG AU	THORITY		
The Board has approved entering into	this contract fo	r political/lobbying	3 servic	ees. X N/A		No [Yes — Click her	e to e	nter a date.
	SECTIO	ON 4 – CONTRAC	T RE	VIEW CHECKL	IST				
 X ☐ This contract was previously reviewed by HCDE attorney (Note that all templates have been reviewed by attorney) – Skip to Section 5 ☐ This contract was NOT previously reviewed by HCDE attorney (complete fields below) ☐ Date I reviewed contract using the Contract Review Checklist: Click here to enter a date. ☐ Exceptions Found? Click here to select one. ☐ This contract was reviewed by Purchasing. ☐ This contract was reviewed by Technology (initials) ☐ This contract was reviewed by Facilities (initials) 									
SEC	ΓΙΟΝ 5 – REQ	UIRED ACKNOV		GEMENT AND	SIGN.	ATUR	ES		
SECTION 5 – REQUIRED ACKNOWLEDGEMENT AND SIGNATURES I certify to the best of my knowledge that the information contained in this document is correct and complete. I further certify that the program and all activities related to the program will be conducted in accordance with all applicable federal, state, and local laws including regulations and contract guidelines created to ensure accomplishment of this objective.									
In addition, I certify that the Contractor: will have direct, unsupervised contact with students on a regular basis.									
X will NOT have a	<mark>lirect, unsupe</mark>	rvised contact wi	th stu	<mark>dents on a regul</mark>	<mark>lar ba</mark>	<mark>isis.</mark>			
Employee Completing this form		Date	Func	ding Division Dir	ector'	<mark>'s signa</mark>	<mark>ture</mark>		Date
Maria C Richardson Kathleen Eyepes (Jan 22)	2024 09:49 CST)	Jan 22, 2024	TO F	integ Isa	Caruther	rs (Jan 24, 2	2024 09:25 CST)	J	lan 24, 2024
FOR PURCHASING DIVISION USE ONLY: Contract Reviewer: Insu Ash Date: Jan 25, 2024									
Contract Reviewer: Anga Ash		Vendor					M's Check (De		
☐ Vendor Packet ☐ Form 1295		rtification	esume	Checklist		⊔ sa. No)	vi s check (De	Darre	u 🗆 i es 🗀
☐ Board Action Item — ☐ Revenue	☐ Expenditure	☐ Grant ☐ ILC	☐ Si	gned by Assistant	Super	intende	nt Date	e:Jar	n 25, 2024
☐ Board Information Item	Date	e:	□ Re	eturned to Division	1 or:				
Contract Approved by Board Date: Date Returned:									
☐ Contract Signed by Superintenden		e:		dditional Signature	es Req	juired –	Return one ori	ginal	to Purchasing
☐ Expenditure Contract (For Approv	al Only) Date	e:	wh	nen obtained					
Board Approve 01/17/2024									

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 the Harris County Public Library ("Contributor"), located at 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") an 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 December 6, 2023, through September 15, 2024. Contributor will certify funds from the County for the time period of October 1, 2023, through September 15, 2024.

II. Allowable Certified Funds

The Contributor agrees to certify expenditures to HCDE in an amount no less than Three Hundred and Ninety-Five Thousand Nine Hundred Seventy-Five- and No/100 Dollars (\$395,975.00) 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 (see 40 Tex. Admin. Code §809.16).	\$395,975			
	Source of certified funds in accordance with Section II: <u>Local tax dollars</u>				
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: Professional development for staff, including on-site, customized staff trainings as determined by HCDE. 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. Materials and supplies to support activities that support literacy and numeracy for school-age children. ASI Materials and Supplies order deadline is February 1, 2024, ASI vendor request deadline is March 1, 2024. 	\$32,000			
Professional	4 free registrations to a Center for Afterschool Summer &	\$200			
Development	Enrichment ("CASE") Symposium				

Technical	CASE for Kids staff support to coordinate services to	\$12,000
Assistance	Contributor and technical assistance	
and		
Coordination		
TOTAL	Value of Services from HCDE	\$44,200

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.

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. 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 § 200.333. Contributor further certifies that Contributor will retain all records as required by 2 CFR § 200.333 for a period of three years after the submission of final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- (c) <u>Conflict of Interest Requirements</u>. 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.

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 for the period beginning October 1, 2023, through September 15, 2024, 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:

Edward Melton Executive Director, Harris County Public Library 5749 South Loop East Hwy Houston, TX 77033

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 wavier

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 MOU shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

XIX. Public Information

Contributor acknowledges that HCDE is subject to the Texas Public Information Act, and 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 Texas Public Information Act.

OF EDUCATION	HARRIS COUNTY
By: Jesus Amezcua Jesus Amezcua (Jan 25, 2024 11:10 CST) Name: Jesus Amezcua Ph. D CPA, RTSBA Date: Jan 25, 2024	By: LINA HIDALGO COUNTY JUDGE
Assistant Superintendent- Business Services	S
HARRIS COUNTY PUBLIC LIBRARY	APPROVED AS TO FORM: CHRISTIAN D. MENEFEE COUNTY ATTORNEY
Name: Edward Melton Date: 02/05/2024	By: Manasi Tahiliani Manasi Tahiliani Assistant County Attorney CAO File No.: 24GEN0281

EXHIBIT A

Required Certifications (Follow Behind)

ORDER OF COMMISSIONERS COURT

The Commissioners Court of Harris County, at the Harris County Administration Building in the	City of	Houstor	n, Texas, c	on the day of
A quorum was present. Among other busin	ess, the	followi	ng was tra	nsacted:
ORDER AUTHORIZING EXECUTION OF ME BETWEEN HARRIS COUNTY DEPARTME COUNTY PUBLIC	NT OF	EDUC.		
Commissioner Commissioners Court adopt the order. Commissioner motion for adoption of the order. The motion, carryin by the following vote:	er			seconded the
	Yes	No A	Abstain	
Comm. Tom S. Ramsey, P.E.				
The County Judge thereupon announced that that the order had been duly and lawfully adopted. The			-	wfully carried and
IT IS ORDERED that County Judge is hereby Harris County a Memorandum of Understanding by Education and the Harris County Public Library for Library certifying allowable funds in order for the Hardown additional federal matching funds in partners through the Child Care and Development Fund. incorporated as though fully set forth herein word for	petween or the puris Courthip with The M	the Haurpose on ty Departure Te	arris Counter of the Har artment of the Works	ty Department of ris County Public Education to draw force Commission
All Harris County officials and employees are such other documents as they deem necessary or conforder.				
				Commissioners Court
		A	Approve:	

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:	 I	
	Organization:	Harris County of Educati	on (HCDE)	HCDE Contact:	Kittra Hewitt
	_				713-696-1353
	HCDE Address.	6300 Irvington Blvd. Houston, TX 77018			/13-090-1333
ASI	Collaborator Infor	mation:			
	Organization:			Contact:	
	Address: State/Zipcode:				
	State/Zipcode:				
Date		Organi	zation Tax ID #	Ī	
Date	•	Organi	zation Tax ID #		
* Tvn	e of Pledge: (C)	Certification		l	
. , , ,	o or riougor (o)		Certification of Child Care	Expenditures	
		ı		1	
	Certified Local	Quality Improvement YTD Certification	\$ \$	40 TAC §809.16	Certification Time Period: 00/00/0000 - 00/00/0000
	Share:	Total Certified	\$ -		00/00/0000 - 00/00/0000
The	certified expendit			l ailable federal ma	atching funds as authorized in the Child Care
and l	Development Fur				olic entity named above certifies that the funds
	ified above:				
		ınds, or are federal funds natch other federal funds	s authorized by federal law to be	e used to match c	other federal funds;
3.	represent expend	ditures eligible for federal	match; and		
4.	do not represent	expenditures for public p	orekindergarten programs as re	ferenced in Title 4	45 CFR §98.53(h) of CCDF regulations.
	2	M	•		
	Signature - Autho	orized District/Organization	Administrator		
	Printed Name - A	uthorized District/Organizati	ion Administrator		
		Send the s	signed certification form and	back-up docume	entation to:
			Hamis County Day	of Education	
			Harris County Department c/o CASE for		
			Attention: Kittra Hewitt khey	vitt@hcde-texas.o	ra

Report Due Dates

Month of Expenditures

Date due to CASE for Kids

October 2023 - December 2023 January2024 - August 2024 September 2024 January 15, 2024
Report for each month is due on the 15th of the following month October 4, 2024

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:					
Source of funds: local tax dollars (describe:) federal funds authorized by law to be used to match other federal funds (describe:)					
SECTION II MATCH BUDGI	ΕT				
BUDGET CATEGORY	DESCRIPTION OF EXPENDITURES	AMOUNT			
Payroll Costs					
Professional/Contracted Services					
Supplies and Materials					
Other Operating Costs					
Licensing Costs					
TOTAL					
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					
ORGANIZATION REPRESENT	TATIVE SIGNATURE	DATE			

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:	onth:				
SECTION II SITE AND PARTICIF					
SITE SERVED	ASI RESOURCES SITE SERVED ASI RESOURCES Enter all that apply: materials, provider, field trip, prof. development 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					
ORGANIZATION REPRESENTATIV	DATE				