

*Board of Education  
Regular Meeting  
September 25, 2018*



**Fort Worth**  
INDEPENDENT SCHOOL DISTRICT

# Regular Meeting

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Notice is hereby given that on September 25, 2018 the Board of Education of the Fort Worth Independent School District will hold a Regular Meeting beginning at 5:30 PM at the Fort Worth Independent School District Board Complex, 2903 Shotts Street, Fort Worth, Texas. The subjects to be discussed or considered or upon which any formal action may be taken are listed on the agenda which is made a part of this notice. Items do not have to be taken in the order shown on this meeting notice.

## FORT WORTH INDEPENDENT SCHOOL DISTRICT

### AGENDA

1. **5:30 P.M. - CALL REGULAR MEETING TO ORDER - BOARD ROOM**
2. **PLEDGES** - Leadership Academy at Como Elementary School
3. **RECOGNITIONS**
  - A. Recognition of Students Performing and Greeting Prior to the Meeting
  - B. Hispanic Heritage Month
  - C. American Indian Heritage Day
4. **LONE STAR GOVERNANCE**
  - A. System of Great Schools
5. **PUBLIC COMMENT**
6. **RECESS - RECONVENE IN REGULAR SESSION - BOARD CONFERENCE ROOM**
7. **DISCUSSION OF AGENDA ITEMS**
8. **CONSENT AGENDA ITEMS**

(Action by the Board of Education in adopting the "Consent Agenda" means that all items appearing herein are adopted by one single motion, unless a member of the Board requests that such item be removed from the "Consent Agenda" and voted upon separately.)

  - A. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More
    1. Approval of College/Career Exploration System 4
    2. Approve the Purchase of Nearpod Future Ready License 8

3. Approve Annual Renewal of Follett Destiny Library Management Software	13
4. Approve Expenditure for Waste Management Services	16
5. Approve Ratification of HVAC Chiller Purchase for M. H. Moore Elementary School	19
6. Approve Maintenance Agreement for On-Site Technical Services for Automated Logic Energy Management System	26
7. Approval to Pay Rainwater Consultant to Coach and Facilitate PK3 Teachers Professional Development	30
8. Approve Middle School and Innovation Campuses Coaching Support for Best Practices	36
B. Approval of Interlocal Cooperation Agreement for Operation of Haltom City School-Based Health Center	45
C. Approve Interlocal Agreement Between Fort Worth ISD and the City of Fort Worth for School Resource Officer Program for the 2018-2019 School Year	57
D. Authorization for Superintendent or Designee to Negotiate and Enter into a Contract for Operational Efficiency Study Services	72
E. Approval to Offer Tax Foreclosed Properties for Current TAD Land Value Through Sealed Bid Sale	75
F. Authorization to Enter into Contracts for JOC Hazmat Abatement Services for the 2017 Capital Improvement Program	79
G. Authorization to Enter into Contracts for Surveying Services for the 2017 Capital Improvement Program	82

**9. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION**

**10. EXECUTIVE SESSION**

The Board will convene in closed session as authorized by the Texas Government Code Chapter 551.

- A. Seek the Advice of Attorneys (Section 551.071)
- B. Texas Government Code Section 551.074. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause
- C. Security Implementation (Section 551.076)
- D. Real Property (Section 551.072)

**11. RECONVENE IN REGULAR SESSION - BOARD ROOM**

**12. ACCEPT CONSENT AGENDA**

**13. ACTION ITEMS**

- A. Item/Items Removed from Consent Agenda

**14. ACTION AGENDA ITEMS**

- A. Take Action to Approve the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- B. Take Action to Approve the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- C. Take Action to Approve the Recommendation to Terminate Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- D. Approve Attendance Boundary for Elementary School #229 - Tanglewood Relief 85
- E. Approve Resolution Honoring American Indian Heritage 88

**15. COMMENTS BY BOARD MEMBERS OR SUPERINTENDENT ON CURRENT DISTRICT ACTIVITIES AND ANNOUNCEMENTS**

**16. ADJOURN**

**CONSENT AGENDA ITEM  
BOARD MEETING  
September 25, 2018**

**TOPIC: APPROVAL OF COLLEGE/CAREER EXPLORATION SYSTEM**

**BACKGROUND:**

Xello (formerly Career Cruising) for K-12 is a comprehensive college/career development program that begins with learning resources in kindergarten and transitions through middle and high school. This is a yearly renewal of the Xello program, which began in 2016-17 and continued in 2017-18. Through this program, students become self-aware and are able to understand their future opportunities and build actionable plans to achieve theirs. Xello for K-12 helps to:

- Connect student passion, interests and aspirations in a meaningful way to academic plans
- Infuse career development school-wide to demonstrate academic relevance
- Improve academic performance when students are self-aware and engaged
- Save time and resources by leveraging technology to automate course and college planning. The Xello curriculum will also be utilized to implement the college & career readiness requirements of House Bill 18 and American School Counselor Association (ASCA) standards.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve College/Career Exploration System
2. Decline to Approve College/Career Exploration System
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve College/Career Exploration System

**FUNDING SOURCE**

*Additional Details*

General Fund

199-31-6399-001-999-99-152-000000

**COST:**

\$125,180.00

**VENDOR:**

Xello (formerly Career Cruising)

**PURCHASING MECHANISM**

**Bid/RFQ/RFP**

Bid/Proposal Statistics

Bid Number: 17-013

Number of Bid/Proposals received: 1

HUB Firms: 0

Compliant Bids: 1

The above bid/proposal has been evaluated in accordance with the Texas Education Code section 44.031 (b) regarding specifications, pricing, performance history, etc. The vendor listed above has been selected for this purpose.

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**

All schools - grades K-12

**RATIONALE:**

Xello (formerly Career Cruising) for K-12 is a web-based self-exploration and planning program that drives students to recognize their full potential in school, college, career and life. Students start by building awareness of career options and pathways. Through exploration, they identify personal interests and preferences. The concepts of self-advocacy and career readiness are introduced early and reinforced throughout the process, along with the importance of achievement, purpose and participation in developmentally-appropriate experiences. This, in turn, keeps students engaged in academics by continually making the connection between their goals and current school work. Xello curriculum is aligned to the curriculum requirements of House Bill 18 and the American School Counselor Association (ASCA) standards for college & career readiness.

**INFORMATION SOURCE:**

Charles Carroll

David Saenz

Anita Perry

## ORDER / QUOTE

Ref #: Q6UJ9A0BHR9J

PO#: TBD

**QUOTE FOR:**

ATTN: **Accounts Payable**  
 Fort Worth ISD  
 100 North University Drive  
 Fort Worth, TX 76107

**REQUESTED BY:**

Accts FWISD  
 Fort Worth Independent School District

**SUBSCRIPTION PERIOD:**

Start Date: **Sep 1, 2018**  
 End Date: **Aug 31, 2019**  
 Duration: **12 months**

PRODUCT		QTY	ANNUAL RATE	PRICE	SUBTOTAL
Career Cruising for K-12 Elementary	▼	39,000	<b>\$0.50</b> Per Student Reg \$1.50	\$0.50 67% adjustment	\$19,500.00
Xello for High School	▼	23,500	<b>\$2.63</b> Per Student Reg \$4.95	\$2.63 47% adjustment	\$61,805.00
Xello for Middle School	▼	19,500	<b>\$2.25</b> Per Student Reg \$4.25	\$2.25 47% adjustment	\$43,875.00

**NOTES:**

An invoice will be sent shortly.

**GRAND TOTAL:**

**\$125,180<sup>.00</sup>**  
 USD

Career Cruising Terms of Use Agreement  
 Xello Terms of Use Agreement  
 W8 Form  
 Billing + Renewals FAQ's

**APPROVAL STATUS:**

This order has been approved

**NEXT STEPS:**

We will create and send an invoice to  
[accountspayables@fwisd.org](mailto:accountspayables@fwisd.org) ; [anita.perry@fwisd.org](mailto:anita.perry@fwisd.org) ;  
[tonnl.grant@fwisd.org](mailto:tonnl.grant@fwisd.org) ;



[markog@xello.world](mailto:markog@xello.world)



Phone: (800) 965-8541 x312



Fax: 416.463.0938

1867 Yonge Street • Suite 1002 • Toronto, ON M4S 1Y5 • Canada



**CONSENT AGENDA ITEM  
BOARD MEETING  
September 25, 2018**

**TOPIC: APPROVE THE PURCHASE OF NEARPOD FUTURE READY LICENSE**

**BACKGROUND:**

Nearpod is a mobile learning platform and content marketplace that helps teachers reimagine the way they teach using mobile devices in the classroom. Nearpod helps teachers transform their teaching into the 21<sup>st</sup> Century Classroom by providing an enhanced digital learning experience.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve the purchase of Nearpod Future Ready License
2. Decline to Approve the purchase of Nearpod Future Ready License
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve the purchase of Nearpod Future Ready License

**FUNDING SOURCE**

*Additional Details*

General Fund  
General Fund

\$47,631.50 from 199-11-6399-019-XXX-11-135-000000  
\$47,631.50 from 199-11-6399-015-XXX-11-136-000000

**COST:**

\$95,263.00

**VENDOR:**

Nearpod

## **PURCHASING MECHANISM**

Bid/RFP/RFQ

### **Bid/Proposal Statistics**

Bid Number: 16-030-B

Number of Bid/Proposals received: 23

HUB Firms: 3

Compliant Bids: 23

The above bid/proposal has been evaluated in accordance with the Texas Education Code section 44.031 (b) regarding specifications, pricing, performance history, etc. The vendor listed above has been selected for this purpose.

### ***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

## **PARTICIPATING SCHOOL/DEPARTMENTS**

All Elementary Schools grades 2<sup>nd</sup> , 3<sup>rd</sup> , 4<sup>th</sup> and 5<sup>th</sup>

## **RATIONALE:**

Nearpod is a digital learning tool for teachers to have additional resource options for lesson delivery. This supports the district's Learning Model by offering a creative and interactive tool for teachers and students. The flexibility of the Nearpod tool supports transformation in the classroom, at school meetings, and during professional development sessions. Our ability to utilize Nearpod within the current LMS, itsLearning, provides a seamless integration of our Learning Management System.

## **INFORMATION SOURCE:**

Charles Carroll  
Khechara Bradford  
Stacy Parker  
Cherron Ukpaka



**Proposal for: FORT WORTH ISD  
Grades 2-5**

August 20, 2018

Dear Stacy Parker and Cherron Ukpaka,

Thank you for your interest in Nearpod for your district's needs. At Nearpod, we strive to support teaching and learning through collaborative, interactive, and shared experiences with technology. Although there may be a number of teachers and students at your district who have used our free edition of Nearpod, you'll find that upgrading to the District Edition provides a number of additional features and benefits.

Please see the attachment(s) for your custom price quote(s). If you would like additional pricing options, such as multi-year subscription pricing or higher volume levels, please let me know.

On behalf of the whole Nearpod family, we would like to thank you for the opportunity to work with your district. We are committed to doing all we can to help support you and your teachers as your district uses Nearpod to help transform teaching and learning in your classrooms. Please know that you can contact us at anytime about anything we can do to enhance your Nearpod experience.

Sincerely  
Austen Marek  
Regional Sales Manager  
Office: (855) 632-7763 Extension:  
Cell: +1 3615490516  
Fax: +1 305-655-1999  
austenm@nearpod.com

P 305.677.5030 F 305.655.1999  
Website [www.nearpod.com](http://www.nearpod.com)



Date	Nearpod Contact
August 20, 2018	Austen Marek <a href="mailto:austenm@nearpod.com">austenm@nearpod.com</a>

Customer Contact
Stacy Parker and Cherron Ukpaka  Stacy.Parker@fwisd.org Cherron.Ukpaka@fwisd.org

Service Start	Service End
Upon Issuance of PO or DocuSign	365 Days from Service Start Date

Description	Quantity	Unit Price	Total
<p>NEARPOD Future Ready 1 year District license (Gr. 2 - Gr. 5):</p> <p>Access to Digital Citizenship and Literacy with PBL activities, 275 College and Career Exploration focused on Social Emotional Learning and planning college and career pathways, Technology Application TEKS aligned lessons to fulfill your TA TEKS need.</p> <p>Also included 6,500+ TEKS Aligned lessons including: LearnZillion, BBC, TIME for Kids, Readworks, CK-12, Classroom Complete Press, Nearpod VR Explorations, and selections from Flocabulary. Full access to all Nearpod tools include VR, 3-D Objects, PHET Simulations, and formative assessment tools such as quizzes, polls, and open ended-questions.</p> <p>Onsite Training and Custom Implementation Plan Included</p>	27,218	\$4.76	\$129,557.68
2017 - Price Quote Discount: Honoring per student price of \$3.50 quote delivered in December 2017.	27,218	(\$1.26)	(\$34,294.68)
		<b>Total</b>	(USD) \$95,263.00



Any district-wide implementation purchased before July 31, 2018 will be eligible for the above discounted per-student price of \$3.50 per student.

## Terms

This proposal is effective until September 30, 2018.

Nearpod price quotes are confidential, unless disclosure is required by subpoena or state law.

Education List Pricing is only available for PreK-12 Education customers.

Please submit this price quote attachment with your Purchase Order.

Tax-exempt customers should include their tax-exempt number on their Purchase Order.

This Proposal covers the Nearpod Services described herein and is governed by the Terms and Conditions available online at: <https://nearpod.com/terms-conditions> and the Privacy Policy available online at: <https://nearpod.com/privacy-policy>.

**By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Proposal and any documents incorporated herein.**

### **Purchase Orders should be addressed to:**

Nearpod, Inc

18305 Biscayne Blvd., Ste. 301

Aventura, FL 33160

Email: [austenm@nearpod.com](mailto:austenm@nearpod.com)

or

FAX: +1 305-655-1999

P 305.677.5030 F 305.655.1999  
Website [www.nearpod.com](http://www.nearpod.com)

**CONSENT AGENDA ITEM  
BOARD MEETING  
September 25, 2018**

**TOPIC: APPROVE ANNUAL RENEWAL OF FOLLETT DESTINY LIBRARY  
MANAGEMENT SOFTWARE**

**BACKGROUND:**

*Follett Destiny Library Manager* is used by 128 campuses, the Professional Library and the Parents As Teachers Bookmobile to track library inventory and media assets. *Destiny Library Manager* is a complete library management system that can be accessed through any web browser and provides circulation, cataloging, inventory, and reporting capabilities; an interface for students to access all print and digital resources, including eBooks, audiobooks, and interactive books; and the ability for teachers and students to curate their own information resources and share them. The license is for 128 campuses because that is the number of campuses with physical libraries in addition to those locations identified above.

**STRATEGIC GOAL:**

**Increase Student Achievement  
Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Annual Renewal of Follett Destiny Library Management Software
2. Decline to Approve Annual Renewal of Follett Destiny Library Management Software
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Annual Renewal of Follett Destiny Library Management Software

**FUNDING SOURCE**

*Additional Details*

General Fund

199-12-6329-001-XXX-99-217-000000

**COST:**

\$104,369.20

**VENDOR:**

Follett School Solutions

**PURCHASING MECHANISM**

**Bid/Proposal Statistics**

Bid Number: 15-129

Number of Bid/Proposals received: 202

HUB Firms: 28

Compliant Bids: 202

The above bid/proposal has been evaluated in accordance with the Texas Education Code section 44.031 (b) regarding specifications, pricing, performance history, etc. The vendor listed above has been selected for this purpose.

**PARTICIPATING SCHOOL/DEPARTMENTS**

District Wide

**RATIONALE:**

Approving Follett Destiny library management software will continue to provide student access to collections of digital and print resources available on and off campus with access from a common district website.

**INFORMATION SOURCE:**

Charles Carroll

Becky Navarre

Carter Cook



# RENEWAL QUOTE

FT WORTH IND SCH DIST  
100 N UNIVERSITY DR  
FORT WORTH TX 76107

Page	1
Quote#	7346429
Issue Date	07/30/2018
Expiration Date	09/30/2018
Customer#	4233689
Customer	FT WORTH IND SCH DIST

Quote Summary		Payable in USD
Quote Total		\$104,369.20

**Applicable taxes are NOT included**

### NOTICE OF PAYMENT DUE

Mail Payment (Check)  
Follett School Solutions, Inc.  
91826 Collection Center Drive  
Chicago, IL 60693 USA

Mail Purchase Order  
Follett School Solutions, Inc.  
1340 Ridgeview Drive  
McHenry, IL 60050 USA  
Email: [FSSorders@follett.com](mailto:FSSorders@follett.com)  
Fax: 800-852-5458

If you have any questions about this quote, please contact our Customer Service Department at 888-511-5114 (US/CAN) or +1 708-884-5000 (Outside US/CAN)

Purchase Follett Technology products 24/7 on [www.destinyexpress.com](http://www.destinyexpress.com)



**CONSENT AGENDA ITEM  
BOARD MEETING  
September 25, 2018**

**TOPIC: APPROVE EXPENDITURE FOR WASTE MANAGEMENT SERVICES**

**BACKGROUND:**

The District utilizes the services of Waste Management through RFP 12-145 for waste and recycling services. Due to anticipated increases in dumpster usage from new schools, new additions and renovations, the annual expenditure of \$500,000 needs to be increased by \$50,000 for a total of \$550,000. This renewal is from July 1, 2018 through June 30, 2019 with three additional one-year optional renewals remaining.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Annual Expenditure for Waste Management Services
2. Decline to Approve Annual Expenditure for Waste Management Services
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Annual Expenditure for Waste Management Services

**FUNDING SOURCE**

*Additional Details*

General Fund

199-51-6299-001-999-99-453-000000

**COST:**

\$550,000 Annually x 3 years = \$2,200,000 (through June 30, 2022)

**VENDOR:**

Waste Management

**PURCHASING MECHANISM**

Bid/RFP/RFQ

**Bid/Proposal Statistics**

Bid Number: 12-145

Number of Bid/Proposals received: 2

HUB Firms: 0

Compliant Bids: 2

The above bid/proposal has been evaluated in accordance with the Texas Education Code section 44.031 (b) regarding specifications, pricing, performance history, etc. The vendor listed above has been selected to support this purchase.

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**

All Schools and Facilities District-wide

**RATIONALE:**

This expenditure is necessary to ensure there is adequate dumpster service for all District schools and facilities.

**INFORMATION SOURCE:**

Art Cavazos

Gil Griffin



Subject: 2018 Service Labor Rates

Dear Logical Solutions End User:

Please be advised of our labor rate prices for all current Logical Solutions, Inc., customers. As you may know, our dedication to labor efficiencies and cost control has allowed us to maintain stable pricing over the years, and we will continue this commitment moving forward.

For the Service Department, please dial 972-437-5500 ext. 4, both during and after hours. Our normal business hours are 7:00 am to 4:00 pm Monday through Friday. After hours, our on call Technician will respond to emergency calls. We are committed to providing a high level of Service and Support for all of our customers, and look forward to working with you.

*Labor Rates for 2018 - 2019*

<u>On Site Technician</u>	<u>Service Contract Rate</u>	<u>Standard Rate</u>
7:00 am – 4:00 pm Monday – Friday	\$136.00/hr (2 hr. minimum)	\$165.00/hr (2 hr. minimum)
After Hours & Weekends	\$184.00/hr (2 hr. minimum)	\$225.00/hr (2 hr. minimum)
Holidays	\$232.00/hr. (2 hr. minimum)	\$290.00/hr (2 hr. minimum)
<u>On Line Technician</u>	<u>Service Contract Rate</u>	<u>Standard Rate</u>
7:00 am – 4:00 pm Monday – Friday	No Charge	\$145.00/hr (1 hr minimum)
After Hours & Weekends	No Charge	\$205.00/hr (1 hr minimum)
Holidays	No Charge	\$290.00/hr (1 hr minimum)
<u>Mileage</u>	<u>Service Contract Rate</u>	<u>Standard Rate</u>
7:00 am – 4:00 pm	No Charge	\$1.00 p/mile
<u>Engineering (consulting &amp; design)</u>	<u>Service Contract Rate</u>	<u>Standard Rate</u>
7:00 am – 4:00 pm Monday – Friday	\$155.00/hr	\$185.00/hr

Please call me if you have any questions or comments.

Regards,

Jim Barber  
President - Logical Solutions, Inc.

**CONSENT AGENDA ITEM  
BOARD MEETING  
September 25, 2018**

**TOPIC: APPROVE RATIFICATION OF HVAC CHILLER PURCHASE FOR M. H. MOORE ELEMENTARY SCHOOL**

**BACKGROUND:**

The HVAC chiller at M. H. Moore Elementary School experienced frequent break downs and needed to be replaced. Recently, three compressors failed on the chiller and it was more efficient to replace the chiller. An emergency purchase from Carrier Corporation was made in the amount of \$60,379, because it takes approximately three weeks for the arrival and installation of the equipment.

**STRATEGIC GOAL:**

**Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Ratification of HVAC Chiller Purchase for M. H. Moore Elementary School
2. Decline to Approve Ratification of HVAC Chiller Purchase for M. H. Moore Elementary School
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Ratification of HVAC Chiller Purchase for M. H. Moore Elementary School

**FUNDING SOURCE**

*Additional Details*

General Fund

198-51-6639-001-146-99-501-000000

**COST:**

\$60,379.00

**VENDOR:**

Carrier Corporation

**PURCHASING MECHANISM**

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Buyboard, Contract 558-18. Supporting documentation is attached. The recommended vendor is listed above.

Emergency Purchase

In accordance with Board Policy CH (LOCAL), the Board delegates the authority to make emergency purchases where school equipment or facilities are destroyed, severely damaged, or experience a major unforeseen operational or structural failure, to the Superintendent, deputy superintendent, or division chief, any such emergency purchase shall be subsequently reported to the Board [if such a purchase exceeds \$50,000].

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**

M. H. Moore Elementary School

**RATIONALE:**

An operational chiller is needed at the school to ensure teaching and learning is in a comfortable environment.

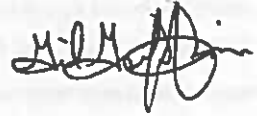
**INFORMATION SOURCE:**

Art Cavazos  
Gil Griffin

Date: August 22, 2018

TO: Jonathan Bey, Executive Director, Purchasing

FROM: Gil Griffin, General Manager, and Maintenance & Operations



SUBJECT: Emergency Purchase Affidavit

In accordance with Texas Education Code paragraph 44.031, subchapter b. purchases; contracts,

(h) If school equipment, a school facility, or a portion of a school facility [or a part of a school facility or personal property] is destroyed, severely damaged, [as a result of an unforeseen catastrophe or emergency, undergoes major operational or structural failure,] or experiences a major unforeseen operational or structural failure, and the board of trustees determines that the delay posed by the contract methods required by this section would prevent or substantially impair the conduct of classes or other essential school activities, then contracts for the replacement or repair of the equipment, school facility, or portion of the school facility may be made by a method other than the methods required by this section.

In accordance with Board Policy CH (LOCAL), the Board delegates the authority to make emergency purchases where school equipment or facilities are destroyed, severely damaged, or experience a major unforeseen operational or structural failure, to the Superintendent, deputy superintendent, or division chief; any such emergency purchase shall be subsequently reported to the Board [if such a purchase exceeds \$50,000.00].

Check one of the following:

- unforeseen catastrophe or emergency
- Major unforeseen operational or structural failure

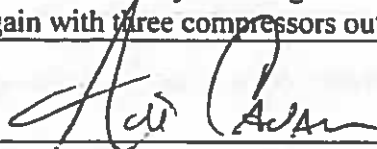
Location of emergency: M.H. Moore Elementary School (#146)

Vendor contracted with: Carrier Corporation (vendor #17190)

Requisition number: 11905416 Amount of Purchase Order: \$60,379.00  
(Attached price Quote) RFP bid

Detailed description of the emergency:

The HVAC chiller was changed out in the 2008 bond program and was installed from overstock. The chiller is oversized for the school which causes the compressors to flood back due to not enough heat load. Numerous work orders have been turned in over the past years due to the chiller constantly breaking down requiring constant repairs. The chiller has now broken down again with three compressors out and the chiller needs to be replaced.

  
\_\_\_\_\_  
Art Cavazos, Chief of District Operations

8-23-18  
Date

c: Steven Furlough



**BUY BOARD ID:  
552-18**

**REVISION 1**

**Carrier Corporation**  
3900 Sandshell Dr.  
Ft. Worth, TX 76137  
(P) 817-600-5371  
(F) 860-353-4340  
carrier.com/commercial

**EQUIPMENT QUOTATION**

<b>Job Name:</b> FWISD Moore Elem.	<b>Quote Date:</b> 08/20/2018
<b>Job Location:</b> Ft. Worth, TX	<b>Quote Number:</b> JWA-18187
<b>Engineer:</b> Replacement	<b>Revised:</b> 08/21/2018
<b>Addenda Reviewed:</b> n/a	<b>Attention:</b> Steve McPherson, FWISD

We at Carrier are pleased to quote the following equipment for the above referenced project in accordance with attached terms and conditions.

Mark For	Qty	Model Number	Description
130T CH	1	30RBX13064-L--3  <i>Unit available to ship. Allow 10-14 days for delivery. First come basis</i>	<p>A/C Rotary Scroll Chiller, 130 Tons Nominal <b>460-3-60</b></p> <ul style="list-style-type: none"> <li>◆ R410a-Factory Charged</li> <li>◆ ComfortLink™ Controls</li> <li>◆ Std. 5kA SCCR</li> <li>◆ Shell and Tube Evaporator with Freeze Protection</li> <li>◆ Factory Installed Flow Switch</li> <li>◆ Micro Channel Condenser Coils</li> <li>◆ Single Point Power</li> <li>◆ Coil Trim Panels</li> <li>◆ Condenser Coil Hail Guards-<i>Field Installed by Others</i></li> <li>◆ Factory Start-up and 1<sup>st</sup> Year Complete Unit Warranty-Parts and Labor</li> <li>◆ 2<sup>nd</sup> thru 5<sup>th</sup> Year Complete Unit Warranty-Parts and Labor</li> </ul> <p><b>Excludes:</b> <i>Electrical disconnect, BMS interfacing, low ambient control, hot gas bypass, suction service valves, suction line insulation, GFI outlet, external vibration isolation, anything not specifically noted otherwise.</i></p> <p style="text-align: right;"><b>Total Net Sell Price excluding sales tax: \$60,379</b></p>

**QUOTATION NOTES:**

- 1<sup>st</sup> year parts only warranty (one (1) year from start-up or eighteen (18) months from date of shipment, whichever comes first) unless specified otherwise in this proposal.

**The following items are NOT included with the equipment identified above:**

- Installation, rigging, carting.
- Equipment base/pad and anchor bolts.
- Any piping or accessories except as noted elsewhere in this proposal.
- Electrical work including power and control wiring except as noted elsewhere in this proposal.
- All instrumentation mounted in field piping.

**SPECIAL NOTES:**

1. Above price is firm and will remain in effect for 30 days.
2. No taxes, permits, start-up, and or service are included in above proposal unless otherwise noted.
3. Compliance to local codes neither guaranteed nor implied.
4. All orders subject to credit acceptance by Carrier Management.
5. Equipment is manufactured under strict Carrier Corporation manufacturing standards and in compliance with the National Electric Code.
6. Carrier does not accept and will not be held liable for any flow down requirements from the owner or any higher tier contractor unless specifically agreed to in writing.
7. Holiday or weekend work required on Carrier start-ups is not included in the above proposal unless otherwise noted.
8. Any work or material furnished at Carrier's expense, must have written authorization and approval from Carrier

prior to furnishing such service or materials. Immediately upon completion of such work, the approved price shall be invoiced for immediate processing of a credit memo and applied to your account. Deductions from our invoices or back charges for unauthorized work or materials will not be accepted.

9. In the event this quotation is in support, either directly or indirectly, of a U.S. Government funded procurement (either partially or fully), please note that Carrier's quotation and any subsequent award shall be contingent upon the acceptance of Item 19 U.S. Government Procurements as noted herein under CARRIER CORPORATION TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE.

We appreciate your consideration of this quotation and would like to thank you for your interest in Carrier products and services. Should you have any questions concerning the above quotation, please feel free to contact me personally.

Sincerely,  
Carrier Direct Sales



Joe Arledge  
Carrier Corporation  
3900 Sandshell Dr.  
Ft. Worth, TX 76137  
[joe.arledge@carrier.utc.com](mailto:joe.arledge@carrier.utc.com)  
817-600-5371 - (Ofc)  
860-353-4340 - (eFax)



**CARRIER CORPORATION  
TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE**

**1. PAYMENT AND TAXES-** Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall also pay Carrier any taxes or government charges arising from this Agreement.

**2. EXTRAS-** Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this Agreement.

**3. RETURNS-** No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

**4. SHIPMENT-** All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

**5. PARTIAL SHIPMENT-** Carrier shall have the right to ship any portion of the equipment included in this Agreement and invoice Customer for such partial shipment.

**6. DELAYS-** In the event Carrier is delayed in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties, Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay and Carrier shall further be entitled to an extension of the time equivalent to the duration of any such delay and a reasonable time in which to recover from said delay to resume production.

**7. WARRANTY-** Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any available manufacturer's warranty for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. **THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**8. WORKING HOURS-** All services performed under this Agreement including major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

**9. ADDITIONAL SERVICE-** Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Carrier's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.

**10. CUSTOMER RESPONSIBILITIES (Service Contracts only) – Customer shall:**

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

**11. EXCLUSIONS-** Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

**12. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) –** Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

**13. PROPRIETARY RIGHTS (Service Contracts only)-** During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

**14. LIMITATION OF LIABILITY-** Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. Carrier shall be liable for damage to property, other than equipment provided under this Agreement, and to persons, to the extent that Carrier's negligent acts or omissions directly contributed to such injury or property damage. Carrier's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by Customer to Carrier under this Agreement.

**15. CANCELLATION-** Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

**16. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE –** Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

**17. CARRIER TERMINATION –** Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

**18. CLAIMS-** Any suits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

**19. U.S. GOVERNMENT PROCUREMENTS-** The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no federal government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

**20. HAZARDOUS MATERIALS-** Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

**21. WASTE DISPOSAL -** Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

**22. SUPERSEDE, ASSIGNMENT AND MODIFICATION-** This Agreement contains the complete and exclusive statement of the agreement between the parties and supercedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.

**23. CUSTOMER CONSENT-** Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

**24. FOR WORK BEING PERFORMED IN CALIFORNIA:** Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

<b>Accepted By:</b>		<b>Quote Date:</b>	08/20/2018
<b>Name:</b>	Kent P. Scribner	<b>Quote Number:</b>	JWA-18187
<b>Title:</b>	Superintendent of Schools	<b>PO Number:</b>	
<b>Company:</b>	Fort Worth ISD	<b>Job Name:</b>	FWISD Moore Elem.
<b>Date:</b>		<b>Total Sell Price (Excl Tax):</b>	\$60,379.00



Phone: 800.695.2919  
Email: info@buyboard.com

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Carrier Corporation[X]

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**Category**

None Selected

**Contract**

None selected

**Additional Resources**

**Vendor Name:** Carrier Corporation  
**Address:** 1901 N Glenville Dr Suite 702  
 Richardson, TX 75081  
**Phone Number:** (972) 789-3420  
**Email:** dallas.ccs@carrier.utc.com  
**Website:** <http://www.carrier.com>  
**Federal ID:** 06-0991716  
**Contact:** Stephen Shelton  
**Accepts RFQs:** Yes  
**Minority Owned:** No  
**Women Owned:** No  
**Service-Disabled Veteran Owned:** No  
**EDGAR Forms Received:** Yes  
**No Israel Boycott Certificate:** No  
**No Excluded Foreign Terrorist Orgs:** No  
**Contract Name:** Trade Services  
**Contract#:** 558-18  
**Effective Date:** 03/01/2018  
**Expiration Date:** 02/28/2021  
**Payment Terms:** Net 30 days  
**Delivery Days:** 10  
**Shipping Terms:** Pre-paid and added to invoice  
**Freight Terms:** FOB Destination  
**Ship Via:** Common Carrier  
**Region Served:** All Texas Regions  
**States Served:** All States  
**Quote Reference Number:** 558-18  
**Return Policy:** There are different return policies applicable to various products that Carrier m provides

**Contract Documents**

- EDGAR Notice:** [Click to view EDGAR Notice](#)
- Proposal Documents:** [Click to view BuyBoard Proposal Documents](#)
- Regulatory Notice:** [Click to view Bonding Regulatory Notice](#)
- Construction Services Advisory:** [Click to view the Construction Related Goods and Services Advisory](#)
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Contact us 800.695.2919

**CONSENT AGENDA ITEM  
BOARD MEETING  
September 25, 2018**

**TOPIC: APPROVE MAINTENANCE AGREEMENT FOR ON-SITE TECHNICAL SERVICES FOR AUTOMATED LOGIC ENERGY MANAGEMENT SYSTEM**

**BACKGROUND:**

The energy management system requires technical support to maintain the main operator work station, global control modules and unitary controllers. Logical Solutions, Inc., a sole source provider, installed the Automated Logic energy management control system and will provide 448 hours of on-site technical labor to maintain the system. A maintenance agreement is required at a cost of \$55,100 to maintain the optimal functionality of the HVAC equipment that is controlled by the energy management system.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Maintenance Agreement for On-site Technical Services for Automated Logic Energy Management System
2. Decline to Approve Maintenance Agreement for On-site Technical Services for Automated Logic Energy Management System
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Maintenance Agreement for On-site Technical Services for Automated Logic Energy Management System

**FUNDING SOURCE**

*Additional Details*

General Fund

199-51-6299-001-999-99-451-000000

**COST:**

\$55,100.00

**VENDOR:**

Logical Solutions, Inc.

**PURCHASING MECHANISM**

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 13-015-C

Number of Bid/Proposals received: 42

HUB Firms: 6

Compliant Bids: 42

The above bid/proposal has been evaluated in accordance with the Texas Education Code section 44.031 (b) regarding specifications, pricing, performance history, etc. The vendor listed above has been selected to support this purchase.

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**

School and Facilities District-wide

**RATIONALE:**

The technical labor support will ensure efficient operation of HVAC equipment connected to the Automated Logic energy management system.

**INFORMATION SOURCE:**

Art Cavazos  
Gil Griffin



Subject: 2018 Service Labor Rates

Dear Logical Solutions End User:

Please be advised of our labor rate prices for all current Logical Solutions, Inc., customers. As you may know, our dedication to labor efficiencies and cost control has allowed us to maintain stable pricing over the years, and we will continue this commitment moving forward.

For the Service Department, please dial 972-437-5500 ext. 4, both during and after hours. Our normal business hours are 7:00 am to 4:00 pm Monday through Friday. After hours, our on call Technician will respond to emergency calls. We are committed to providing a high level of Service and Support for all of our customers, and look forward to working with you.

**Labor Rates for 2018 - 2019**

<u>On Site Technician</u>	<u>Service Contract Rate</u>	<u>Standard Rate</u>
7:00 am - 4:00 pm Monday - Friday	\$136.00/hr (2 hr. minimum)	\$165.00/hr (2 hr. minimum)
After Hours & Weekends	\$184.00/hr (2 hr. minimum)	\$225.00/hr (2 hr. minimum)
Holidays	\$232.00/hr. (2 hr. minimum)	\$290.00/hr (2 hr. minimum)
<u>On Line Technician</u>	<u>Service Contract Rate</u>	<u>Standard Rate</u>
7:00 am - 4:00 pm Monday - Friday	No Charge	\$145.00/hr (1 hr minimum)
After Hours & Weekends	No Charge	\$205.00/hr (1 hr minimum)
Holidays	No Charge	\$290.00/hr (1 hr minimum)
<u>Mileage</u>	<u>Service Contract Rate</u>	<u>Standard Rate</u>
7:00 am - 4:00 pm	No Charge	\$1.00 p/mile
<u>Engineering (consulting &amp; design)</u>	<u>Service Contract Rate</u>	<u>Standard Rate</u>
7:00 am - 4:00 pm Monday - Friday	\$155.00/hr	\$185.00/hr

Please call me if you have any questions or comments.

Regards,

Jim Barber  
President - Logical Solutions, Inc.

407 International Parkway, Suite 405 Richardson, TX 75081  
Phone 972 437 5500 | FAX 972 437 3318 www.lsicontrols.com TX D15530

**CONSENT AGENDA ITEM  
BOARD MEETING  
September 25, 2018**

**TOPIC: APPROVAL TO PAY RAINWATER CONSULTANT TO COACH AND FACILITATE PK3 TEACHERS PROFESSIONAL DEVELOPMENT**

**BACKGROUND:**

The Rainwater Charitable Foundation has funded the work in the Pre-K for three-year old classrooms in the Morningside community for the past several years. As a part of the work, Rainwater also funded a consultant to serve as the coach and facilitator of professional learning. At that time, the funds were managed by Camp Fire First Texas. To build continuity between the grade levels, the Early Learning Department was approached by Rainwater to manage the funds. The grant funds have been received and slated for coaching and professional learning for the teachers as well as some of the costs associated with the three-year old classrooms.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve To pay Rainwater consultant to coach and facilitate PK3 teachers professional development.
2. Decline to Approve To pay Rainwater consultant to coach and facilitate PK3 teachers professional development.
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve To pay Rainwater consultant to coach and facilitate PK3 teachers professional development.

**FUNDING SOURCE**

*Additional Details*

Special Revenue

498-13-6299-074-999-99-143-000000-19L16

**COST:**

\$70,000.00

**VENDOR:**

Lisa Austin Consulting

**PURCHASING MECHANISM**

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 16-089-U

Number of Bid/Proposals received: 22

HUB Firms: 6

Compliant Bids: 22

The above bid/proposal has been evaluated in accordance with the Texas Education Code section 44.031 (b) regarding specifications, pricing, performance history, etc. The vendor listed above has been selected to support this purchase.

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**

Fort Worth Community Partnership Elementary Campuses: Morningside, Briscoe, Carroll Peak, and Van Zant Guinn

**RATIONALE:**

The coaching and professional learning of the PK 3 teachers has been facilitated by a consultant for the past two years. This consultant is an approved FWISD vendor. Continuing the current coaching relationship will ensure the teachers will grow and move forward to provide high quality experiences for the youngest learners.



**INFORMATION SOURCE:**

Charles Carroll  
Cheryl Mixon, Ph.D.

## FWCP Early Ed Support 2018-19 Budget

### Projected Cost for Supporting 7 PreK 3 Classrooms

Description	Total for Year	Explanations
<b>Furniture and Supplies</b>		
Instructional Materials	1,400.00	Printing of Assessment Results (DECA, Engage) Social Stories/Curriculum Materials Classroom Management Materials
Learning Center Materials	2,800.00	Replenish worn materials and enhance learning centers, with emphasis on STEM materials
<b>Professional Development</b>		
Summer Institute/PLC's	1,500.00	2-day Summer Institute (Handouts and Hands-on Materials) Food and Materials for PLC's (18 workshops)
Conference Attendance/External	3,500.00	Frog Street Splash Local Professional Development Workshops 7 teachers
Teacher/TA Stipends	8,000.00	Teacher Stipend (\$500/8 Teachers) TA Stipends (Avg. \$15.00 per hour/7 TA's)
<b>Parent Engagement</b>		
Meet the Teacher	300.00	Welcome Packets
Parent Events	350.00	In-Classroom Events w/ Mothers and Fathers (ie. Breakfast with Mom; Outdoor Play with Dad)
Home Visiting Stipends	10,080.00	2 Visits/Child (2 visitors each visit @ \$20 per visit)
<b>Program Management</b>		
PreK 3 Mentor/Program Develop	60,000.00	Provide 50 hours Professional Development classroom mentoring in 7 classrooms

<b>Assessments</b>	
Licenses	700.00 DECA License and fee per child for assessing 2X per year
CLASS Assessment	2,800.00 Assessment 2X per year by SMU
<b>Totals</b>	<b>91,430.00</b>

**Projected Cost for Supporting 8 PreK 4 Classrooms  
(7 Current PK3 classrooms will be moving as a cohort to PK4. Carroll Peak will have a students split out into an additional classroom.)**

Description	Total for Year	Explanations
<b>Furniture and Supplies</b>		
Instructional Materials	1,600.00	Printing of Assessment Results (DECA, Engage) Social Stories/Curriculum Materials Classroom Management Materials
Learning Center Materials		
<b>Professional Development</b>		
Summer Institute/PLC's		2-day Summer Institute (Handouts and Hands-on Materials) Food and Materials for PLC's (18 workshops)
Teacher/TA Stipends	8,600.00	Teacher Stipend (\$500/8 Teachers) TA Stipends (Avg. \$15.00 per hour/7 TA's)
<b>Parent Engagement</b>		
Meet the Teacher		
Parent Events		
Home Visiting Stipends	12,160.00	2 Visits/Child (2 visitors each visit @ \$20 per visit)
<b>Program Management</b>		
PreK 3 Mentor/Program Develop	5,000.00	In-classroom mentoring in additional 7 classrooms
<b>Assessments</b>		
Licenses	300.00	DECA Fee per child for assessing 2X per year

CLASS Assessment	2,800.00	Assessment 2X per year by SMU
<b>Totals</b>	<b>30,460.00</b>	

**Total Program Budget**            121,890.00  
**Total Program RCF Budget**    120,449.00  
**Difference**                            (1,441.00)

**CONSENT AGENDA ITEM  
BOARD MEETING  
September 25, 2018**

**TOPIC: APPROVE MIDDLE SCHOOL AND INNOVATION CAMPUSES  
COACHING SUPPORT FOR BEST PRACTICES**

**BACKGROUND:**

In the 2017-2018 school year, Fort Worth ISD began the journey of transforming the learner experience by beginning the implementation process of the Fort Worth ISD Learning Model in select classrooms. The Learning Model is built upon a foundation of research-based best practices defined by our implementation partner, engage2learn, as the e2L Curated-Best Practices, and teachers across the district have received, and will continue to receive, coaching on these best practices.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Middle School and Innovation Campuses Coaching Support for Best Practices
2. Decline to Approve Middle School and Innovation Campuses Coaching Support for Best Practices
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Middle School and Innovation Campuses Coaching Support for Best Practices

**FUNDING SOURCE**

Special Revenue

***Additional Details***

211-13-6291-0LP-999-24-510-000000-19F10

**COST:**

\$375,247.00

**VENDOR:**

engage2Learn

**PURCHASING MECHANISM**

Bid/RFP/RFQ

**Bid/Proposal Statistics**

Bid Number: 17-083

Number of Bid/Proposals received: 2

HUB Firms: 1

Compliant Bids: 2

The above bid/proposal has been evaluated in accordance with the Texas Education Code section 44.031 (b) regarding specifications, pricing, performance history, etc. All firms responding to this solicitation have been qualified to provide services per specifications of proposal. The vendor listed above has been selected to support this purchase.

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**

All Middle School Campuses  
Schools of Innovation

**RATIONALE:**

It is our desire, in addition to continuing to expand the implementation of the Learning Model across the district, to provide a year of readiness coaching on all Middle School campuses and Innovation Schools on the Best Practices through the established Professional Learning Community (PLC) time. This year of readiness coaching through the PLC will not only provide an additional layer of support to Middle School campuses to improve student achievement, but also, will prepare the campuses for full implementation of the Learning Model beginning in 2019-2020.

**INFORMATION SOURCE:**

Charles Carroll  
Cherie Washington  
Sajade Miller  
Khechara Bradford

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# Fort Worth ISD Best Practice Readiness

A Proposal for Fort Worth ISD

Prepared: August 13, 2018



**engage2learn.org**  
designing culture | coaching innovation



# Introduction

This proposal is submitted upon request of Fort Worth ISD and details in-district teacher support and coaching in instructional Best Practices that support the Fort Worth ISD Learning Model.

## Deliverables

- Highly effective 1-on-1, or small group, coaching conversations
- Best Practices Teacher Coaching in PLC
- Instructional design support for teachers on identified best practices

## Outcomes

- Increased coach engagement and satisfaction as well as instructional leadership
- Growth in knowledge and use of best practices
- Increased teacher engagement and satisfaction as well as teacher leadership
- Increased student engagement and growth

# Teacher PLC Coaching

## Purpose

We want public schools to be the number-one choice for all families. Innovative initiatives for Life Ready learning need to be supported in our public schools through the power of coaching. Only through coaching can we ensure equity of experience for all learners in our schools. Our goal is to make Fort Worth ISD's coaching self-sustaining through onsite eGROWE© PLC Coaching. We help teacher grow in their use of these best practices through our e2L eGROWE© Coaching Model.

Type of PD	Knowledge	Skill	Implementation
Theory	10%	5%	0%
Demonstration	30%	20%	0%
Practice/Feedback	60%	60%	5%
Coaching	95%	95%	95%

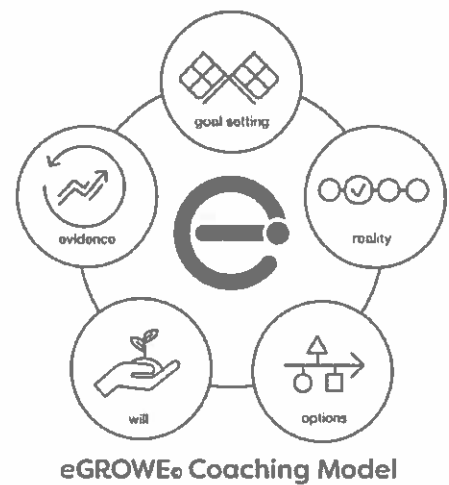
Joyce, B and Showers, B. *Professional Development that Impacts Student Achievement*.

## Process

Our proven system of coaching, using the GROWE© model, creates a collaborative, collegial conversation focused on personalized, attainable growth for teachers. We utilize the power of goal-setting, self-reflection and performance-based coaching. We follow an individualized coaching timeline that sequences the high-yield e2L-Curated Best Practices. This ensures a targeted, intentional plan for improvement is developed and ultimately documented as growth for each and every teacher.

## Product

Each coaching conversation is documented in our online platform called e2L Studio©. It is from these documented conversations and the collection of specific artifacts that demonstrate improvement and mastery that we are able to show with concrete data the growth of teachers involved in each cohort. The measurable growth indicates a high level of performance in which all individuals are achieving desired results.



## Fees and Expenses

Service	e2L Team	Days	Fees
<b>Teacher Training (Oct 8th)</b> <ul style="list-style-type: none"> <li>1 day with all campus teachers and administrators</li> <li>Best Practices training and lesson planning support</li> </ul>	4 e2L Facilitators	<b>4 Days</b> (1 day X 4 Facilitators = 4 days)	\$14,200.00
<b>Best Practices PLC Teacher Coaching</b> <ul style="list-style-type: none"> <li>29 Campuses</li> <li>1 campus per day/5 total days per campus 18-19</li> <li>Coaching the PLC on identified Best Practices (chosen by the campus team)</li> </ul>	1 e2L Facilitator	<b>145 Total Days of Training</b>	\$333,500.00
<b>Executive Training</b> <ul style="list-style-type: none"> <li>3 (½ day) sessions with all Innovation School principals</li> <li>Principal PLCs to support the monitoring and implementation of Best Practices on campuses</li> </ul>	1 e2L Facilitator	<b>1.5 Days</b> (3 X .5 Days X 1 Facilitator = 1.5 days)	\$5,325.00
<b>Subtotal all services</b>			<b>\$353,025.00</b>
<b>e2L eStudio Online Resources/Data Reporting</b> <ul style="list-style-type: none"> <li>Entire district teaching and administration staff access</li> <li>Included in the 18 - 19 Learning Model Implementation Contract</li> </ul>			\$0.00
e2L Project Management			\$22,222.00
<b>*Total Services and Fees</b>			<b>\$375,247.00</b>

*\*Any increase in the scope of services will be addressed in a separate contract agreement. Travel time will not be billed under this agreement. Travel expenses are included in the total price of the proposal. Fees will be invoiced at regular intervals and again upon completion of the project.*

## Additional Terms

- A. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement. Any change in the scope of services and/or fees will be addressed in an addendum to this Agreement effective only when executed by both parties hereto.
- B. Responsibilities of Engage Learning, Inc. include performing all research, planning, facilitation, presentation, and additional duties necessary for the successful completion of the project described in this proposal within the reasonable timeframe allotted in this proposal. Responsibilities of the district include providing and arranging for all meetings including expenses associated with those meetings and communications to participating parties.
- C. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other party. Engage Learning, Inc. shall be entitled to compensation for all services provided up to the effective date of termination.
- D. Other than as expressly set out in this Agreement and the exhibits attached hereto, all warranties, express or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose are disclaimed.
- E. District agrees that its exclusive remedy, and Engage Learning, Inc.'s entire liability with respect to this training, shall be termination of this Agreement as set forth herein. District further agrees that Engage Learning, Inc. shall not be liable to District for any damages, including any lost time, expenses, or other incidental or consequential damages arising out of its use or inability to use this training or the breach of any express or implied warranty, even if Engage Learning, Inc. has been advised of the possibility of those damages.
- F. District acknowledges and agrees to the binding terms that this training is being provided for the benefit of the district only, and it is not permissible for the district or any district personnel to perform this training in whole or in any part thereof to others that are not a part of the district.
- G. This contract is subject to force majeure, and is contingent on strikes, accidents, acts of God, weather conditions, inability to secure labor, fire regulations or restrictions imposed by any government or governmental agency, or other delays beyond the control of the parties. If delivery of any training provided for herein as scheduled is prevented by force majeure, then the parties shall cooperate in rescheduling without penalty to either party.
- H. Engage Learning, Inc. maintains all registered copyright privileges on this unique proprietary, custom-designed process that no other company provides. There are no other agents, dealers, or educational consulting firms of any kind authorized to sell, promote, or facilitate in any way Engage Learning, Inc. products or services. Use of this material without express written authorization is strictly prohibited.

Partner Contact Information

Business Office Contact (Name, email, telephone)	
Project Lead Contact (Name, email, telephone)	
Fiscal Year End Date	PO#



\_\_\_\_\_  
Signature of District Representative

\_\_\_\_\_  
Shannon Buerk, CEO, engage2learn

\_\_\_\_\_  
Printed Name/Title

August 13, 2018  
Date

\_\_\_\_\_  
Date

engage2learn EIN#- 45-4211320

**CONSENT AGENDA ITEM  
BOARD MEETING  
September 25, 2018**

**TOPIC: APPROVAL OF INTERLOCAL COOPERATION AGREEMENT FOR  
OPERATION OF HALTOM CITY SCHOOL-BASED HEALTH CENTER**

**BACKGROUND:**

Fort Worth ISD, in partnership with JPS Health Network and community behavioral health providers, operates 6 School Based Health Centers (SBHC) and 4 Family Resource Centers (FRC) at the following location:

**SBHC/FRC**

Forest Oak - 3500 Pecos Street, Fort Worth, TX 76119  
Northside – 2011 Prospect Avenue, Fort Worth, TX 76164  
Western Hills – 8340 Mojave Trail, Fort Worth, TX 76116

**SBHC**

Eastern Hills – 5900 Yosemite Drive, Fort Worth, TX 76112  
Southside – 2115 Hemphill Street, Fort Worth, TX 76110  
Haltom City – 2807 Layton Avenue, Fort Worth, TX 76117

**FRC**

Riverside – 1550 Bolton Street, Fort Worth, TX 76111

These clinics provide an affordable medical home as well as mental health services to children in our district. Last year, 12,779 patient visits were provided through these clinics. JPS and other partners have provided \$3,845,601 worth of staff resources and services in-kind over the last year.

Due to the location of the Haltom City School Based Health Center (SBHC), many students from Fort Worth ISD make this location their medical home. This agreement between JPS Health Network, Fort Worth ISD and Birdville ISD provides \$7,200 compensation to Birdville ISD for custodial costs. In doing so, Birdville ISD allows students from Fort Worth ISD to be seen at this clinic. In 2017, 2,444 patients were seen at Haltom City SBHC, valuing \$501,000 worth of services.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Interlocal Cooperation Agreement for Operation of Haltom City School-Based Health Center
2. Decline to Approve Interlocal Cooperation Agreement for Operation of Haltom City School-Based Health Center
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Interlocal Cooperation Agreement for Operation of Haltom City School-Based Health Center

**FUNDING SOURCE**

*Additional Details*

General Fund

199-51-6299-001-999-99-206-000000

**COST:**

\$7,200

**VENDOR:**

Birdville Independent School District

**PURCHASING MECHANISM**

Interlocal Agreement

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**

Family & Community Resources - Haltom City School-Based Health Center

**RATIONALE:**

Approval of this interlocal agreement would continue to allow Fort Worth ISD students the ability to make Haltom City SBHC their medical home, therefore, making medical care more accessible.

**INFORMATION SOURCE:**

Cherie Washington

Michael Steinert

Ottis Goodwin



THE STATE OF TEXAS

§

COUNTY OF TARRANT

§

**INTERLOCAL COOPERATION AGREEMENT FOR OPERATION OF SCHOOL-BASED HEALTH CENTERS**

This Interlocal Cooperation Agreement for the Operation of School Based Health Centers ("Agreement") is made this the 13th day of September, 2018 ("Effective Date"), and entered into by and between the Tarrant County Hospital District, d/b/a JPS Health Network ("JPS"), Fort Worth Independent School District ("FWISD"), and Birdville Independent School District ("BISD") each a unit of local government, having been duly authorized by their respective governing bodies pursuant to and in compliance with the provisions of the Interlocal Cooperation Act, Government Code Section 791.000 et seq. to enter into this Agreement. JPS, FWISD and BISD may be referred to individually as a "Party" to this Agreement and they may be referred to collectively as the "Parties" to this Agreement.

**RECITALS**

WHEREAS, JPS, in furtherance of its statutory obligation to provide health care services to the indigent and needy residents of Tarrant County, Texas, owns and operates a fully accredited, integrated health care delivery system providing health care services throughout and serving the residents of Tarrant County, Texas; and

WHEREAS, FWISD and BISD are each Texas public school districts jointly wishing to establish a School-Based Health Center (as defined herein) at the location identified and set forth herein in Section 5; and

WHEREAS, JPS has developed and maintained the infrastructure, expertise and resources necessary to provide clinical services required and appropriate for the operation of school-based health centers and has established multiple school-based health centers in Tarrant County, Texas; and

WHEREAS, it is the Parties' intention to mutually establish and maintain a quality school-based health center program to benefit the citizens of Tarrant County, Texas and the Eligible Children (as defined herein); and

WHEREAS, in accordance with Government Code Section 791.011, the Parties desire to set forth the purpose, terms, rights and duties of the Parties with respect to this Agreement and its purposes.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties do hereby agree as follows:

## 1. DEFINITIONS:

- a. **Agreement:** **Agreement** shall mean this Interlocal Cooperation Agreement between JPS, FWISD and BISD for operation of the School-Based Health Center (defined below);
- b. **BISD:** **BISD** shall mean the Birdville Independent School District in Tarrant County, Texas;
- c. **Clinic Patients:** **Clinic Patients** shall mean any Eligible Child (as defined herein);
- d. **Commencement Date:** The **Commencement Date** of this Agreement shall be the October 1, 2018, or the first day of any Renewal Term hereof.
- e. **Eligible Child:** **Eligible Child** shall mean an individual who is 23 years old or younger and either: (1) resides within the boundaries for the FWISD or within the boundaries of BISD; (2) is enrolled at a FWISD or a BISD school; or (3) is currently insured;
- f. **Family Planning Services:** **Family Planning Services** includes, without limitation, the following services: abstinence education, birth control, treatment of sexually transmitted diseases and gender-specific general health issues. Family Planning Services provided to a Clinic Patient shall be conducted and delivered in accordance with applicable state and federal law.
- g. **FERPA:** **FERPA** shall mean the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and the regulations promulgated thereunder, as amended;
- h. **FWISD:** **FWISD** shall mean the Fort Worth Independent School District in Tarrant County, Texas;
- i. **School Nurses:** **School Nurses** shall mean licensed vocational nurses or registered nurses duly authorized to practice nursing in the State of Texas and employed as school nurses by FWISD or by BISD;
- j. **Health Care Team:** **Health Care Team** shall mean the staff/personnel (as determined in JPS's sole discretion) providing services at the School-Based Health Center(s) which may be comprised of: a supervising physician, a Mid-level provider (Nurse Practitioner or Physician Assistant), Licensed Vocational Nurse and/or a registration representative. Decisions regarding SBHC (defined herein) staffing levels and adjustments to SBHC staffing configurations shall be determined at the sole discretion of JPS;
- k. **HIPAA:** **HIPAA** shall mean the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §1320(d)) and the regulations promulgated thereunder, as amended;
- l. **Joint Commission:** **Joint Commission** shall mean the independent, not-for-profit organization that accredits and certifies health care organizations and programs in the United States. Joint Commission standards are located at [www.jointcommission.org](http://www.jointcommission.org).
- m. **Laboratory Testing:** **Laboratory Testing** shall, at the sole discretion of the Health Care Team, mean and include, but not be limited to: (i) onsite testing for communicable diseases such as strep throat, influenza, tuberculosis, sexually transmitted diseases and other communicable diseases; (ii) onsite diagnostic testing such as hemoglobin

urinalysis, glucose and pregnancy screening; and (iii) collection of blood, urine and other bodily fluid specimens for offsite testing.

- n. **Protected Health Information or "PHI":** **Protected Health Information** or **PHI** shall mean health information, including demographic information collected from an individual, that: (i) is created or received by a health care provider, health plan, employer, or health care clearing house, (ii) relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual, (iii) identifies the individual or can reasonably be used to identify the individual, and (iv) is transmitted or maintained in any form or medium.
- o. **School-Based Health Center ("SBHC"):** **School-Based Health Center** or **SBHC** shall mean the health center(s) located at one or more FWISD or BISD campuses established pursuant to this Agreement;
- p. **Student Education Records:** **Student Education Records** shall mean the Clinic Patients' confidential student education records as that term is defined and utilized in FERPA and the regulations promulgated thereunder, as amended.
- q. **Term:** The **Term** of the Agreement shall be for a period of three (3) years from the Commencement Date, subject to the provisions of Section 7 herein;
- r. **JPS:** **JPS** shall mean the Tarrant County Hospital District d/b/a JPS Health Network;

**2. CLINICAL SERVICES AND HEALTH CARE TEAM.** JPS will provide a Health Care Team at each SBHC for the provision of clinical services to Clinic Patients. The clinical services to be provided by the Health Care Team, at JPS's sole discretion, and under the direction of a supervising physician (who, at JPS's sole discretion, may or may not be onsite), may include, without limitation the following: general physicals, sports physicals, treatment of minor illnesses and injuries, monitoring of chronic conditions, testing and treatment of communicable diseases such as strep throat, influenza, tuberculosis, sexually transmitted diseases and other communicable diseases, Family Planning Services, and Laboratory Testing (all based upon the Health Care Team's assessment of each Clinic Patient's condition). The Health Care Team shall confer with and direct the School Nurses regarding appropriate triage, referral and follow-up with respect to the Health Care Team's prescribed treatments to the Clinic Patients. With respect to Clinic Patients requiring services offered by other Tarrant County agencies, the Health Care Team has the discretion to refer such Clinic Patients to such other Tarrant County agencies, as and when, in its sole discretion, it deems appropriate and necessary.

Individualized education regarding a Clinic Patient's healthcare and treatment may be provided as the Clinic Patient's educational needs are identified by the Health Care Team. Services to dependent minors related to family-life responsibilities such as counseling about teenage growth and development, personal responsibility and decision-making will be provided in accordance with applicable law. Family Planning Services will only be provided to students who: (i) have made a request for such services and who have completed all necessary consent forms and other documentation required by law, JPS, FWISD and/or BISD. Family Planning Services shall be conducted in accordance with the applicable state and federal law. The SBHC will not present abortion as a family planning option.

**3. HOURS OF SERVICE.** The proposed hours of service for each SBHC shall be set by JPS based upon JPS's assessment of the utilization of the SBHC. Clinic Patients may seek services at other JPS health care facilities during clinic closings. After hours emergencies will be referred to the appropriate JPS or other health care facility or provider.

**4. FEES FOR SERVICES.** Fees for the services rendered by the Health Care Team will be charged according to the then current applicable JPS policies, as amended or revised from time to time.

**5. LOCATION.** The Health Care Team will provide services in the SBHC owned and provided by BISD at 2807 Layton Street, Haltom City, Texas 76117.

**6. MAINTENANCE.**

a. Maintenance and Other Responsibilities of BISD; Responsibilities of FWISD. The SBHC space, security, custodial services, utilities, and other standard maintenance items and responsibilities shall be arranged for, provided, and maintained by BISD ("SBHC Maintenance"). BISD shall conduct the SBHC Maintenance in compliance with the Occupational Safety and Health Act of 1970 ("OSHA") and applicable Joint Commission standards. FWISD shall make an annual payment to BISD during the Term hereof in the amount of **SEVEN THOUSAND TWO HUNDRED and NO/100 (\$7,200.00)** for FWISD's portion of the costs and expenses incurred by BISD in the provision of the SBHC Maintenance ("Maintenance Expense Payment"). BISD shall invoice FWISD annually for the Maintenance Expense Payment ("BISD Invoice") and FWISD shall remit the Maintenance Expense Payment to BISD within 30 days of FWISD's receipt of the BISD Invoice.

b. Maintenance and Other Responsibilities of JPS. Examination room furnishings, examination room equipment, including, but not limited to office equipment, computers, fax machines, and other similar office equipment, and all medical equipment, medical supplies, and medications, shall be arranged for, provided by, and maintained by JPS.

c. In the event of a dispute between the parties regarding the parties' respective maintenance responsibilities, the parties agree to confer and to negotiate in good faith to reach an amicable solution agreeable to the parties.

**7. RENEWAL AND TERMINATION.** This Agreement shall automatically terminate after the expiration of **three (3) years from the original** Commencement Date hereof unless the extension of this Agreement is expressly consented to in a written instrument signed by all of the Parties hereto. Notwithstanding the foregoing, however, this Agreement may be terminated after any Commencement Date by any Party hereto upon **sixty (60) days** written notice to the other Parties in accordance with the "Notice" provision of Section 17 herein.

**8. ENTIRE AGREEMENT.** This Agreement contains the entire agreement between JPS, FWISD and BISD relating to the rights herein granted and the obligations herein assumed, and supersedes all prior written or oral agreements or communications between the parties regarding the subject matter hereof.

**9. FISCAL FUNDING.** The Parties hereby acknowledge and agree that JPS, FWISD and BISD are each governmental entities, subject to annual budgetary processes, and restrictions on spending in conformity with those processes, approved budgets, and applicable law. The Parties further agree that, notwithstanding any other language in this Agreement, if for any

reason funds are not expressly and specifically allocated to cover each Party's prospective obligation in this Agreement in each Party's formally and finally approved budget in any fiscal year subsequent to that in which each Party's funds for this Agreement were first allocated, any such Party may immediately and without penalty terminate this Agreement; provided, however, that in no event shall such a termination be effective earlier than the last date for which the terminating Party's funds have already been so allocated under an existing formally and finally approved budget. Should this Agreement terminate under the provisions of this Section, the terminating Party will provide the other Party with written Notice as soon as is reasonably possible of the pending termination under this provision, the effective date of which shall be at the end of the terminating Party's fiscal year in which funds had previously been allocated. Notwithstanding the foregoing, the Parties hereto warrant and represent that any expenditures of funds for services to be provided hereunder will be made from current revenues available to the Party making the expenditures

**10. GOVERNING LAW/VENUE.** This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions and the venue of any litigation arising from this Agreement shall be in a court of competent jurisdiction in Tarrant County, Texas. Additionally, the venue of any dispute resolution proceeding shall be in Fort Worth, Tarrant County, Texas.

**11. DISPUTE RESOLUTION.** Each Party agrees to follow the rules and regulations of its own organization. In the event of a conflict between these rules and regulations, administrative representatives of both entities shall discuss the issue and seek a solution that is mutually beneficial, if determined feasible by the Parties.

**12. HIPAA COMPLIANCE.** To the extent required by the provisions of HIPAA and the regulations promulgated thereunder, FWISD and BISD, and each of their respective officers, employees and representatives shall keep confidential and appropriately safeguard PHI made available to or obtained by FWISD and/or BISD, and each of their officers, employees and representatives pursuant to this Agreement regarding Clinic Patients, and shall comply with all federal and state laws, rules and regulations pertaining to patient confidentiality and the use and disclosure of Information regarding Clinic Patients. Without limiting the obligations of FWISD and BISD otherwise set forth in this Agreement or imposed by applicable law, FWISD and BISD each agree to comply with applicable requirements of law relating to PHI and with respect to any task or other activity FWISD and/or BISD may perform in connection with this Agreement, including but not limited to, the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §1320(d) and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act"). The Parties acknowledge that federal regulations relating to the confidentiality of individually identifiable health information require covered entities to comply with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Standards") and the Health Insurance Reform: Security Standards (the "Security Standard") published by the U.S. Department of Health and Human Services ("HHS") at 45 C.F.R. parts 160 and 164 under HIPAA, as amended. Specifically, FWISD and BISD shall:

- (a) not use or disclose PHI other than as permitted or required by this Agreement or as required by law;
- (b) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic PHI that it creates, receives, maintains or transmits on behalf of the JPS and otherwise use appropriate safeguards to prevent use or disclosure of PHI, other

than as provided for by this Agreement;

- (c) report to JPS any use or disclosure of PHI not provided for by this Agreement, and report any security incident, of which FWISD and/or BISD may become aware;
- (d) make PHI available to JPS in accordance with applicable law;
- (e) permit JPS to access PHI to make or permit others to make amendments to PHI in accordance with applicable law;
- (f) make available to JPS the information in its possession required to provide an accounting of FWISD's and BISD's disclosures of PHI as required by applicable law;
- (g) make FWISD's and BISD's internal practices, books, and records relating to the use and disclosure of PHI received from JPS available to the Secretary of the United States Health & Human Services for purposes of determining JPS's compliance with applicable law; and
- (h) upon expiration or termination of this Agreement, return to JPS or destroy all PHI in its possession as a result of this Agreement and retain no copies of PHI, if it is feasible to do so. If return or destruction is not feasible, FWISD and BISD each agree to extend all protections contained in this Agreement to FWISD's and/or BISD's use and/or disclosure of any retained PHI, and to limit further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

FWISD and BISD each agree that each of them will negotiate in good faith an amendment to this Agreement if, and to the extent required by, the provisions of HIPAA and regulations promulgated thereunder, in order to assure that this Agreement is consistent therewith.

**13. FERPA COMPLIANCE.** The Parties acknowledge that certain information about the Clinic Patients is contained in student education records ("FERPA Records") maintained by the Parties and that the FERPA Records are confidential by reason of the Family and Educational Rights and Privacy Act of 1974 (20 U.S. C. 1232g) ("FERPA"), related FWISD Board of Trustees Policy ("FWISD Board Policy") and related BISD Board of Trustees Policy ("BISD Board Policy") (collectively the "Board Policies"), and shall not be disclosed to any unauthorized person unless valid consent is obtained from the Clinic Patients or their legal guardians. Both parties agree to protect these records in accordance with FERPA and the Board Policies. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. Upon FWISD's or BISD's receipt of a request from JPS related to a particular Clinic Patient, such Party shall advise JPS whether that Clinic Patient or his/her legal guardian has provided consent to release information to an extent broader than as provided for by FERPA or the Board Policies. Additionally, JPS agrees that it may from time to time create, receive from or on behalf of FWISD and/or BISD, or have access to such FERPA Records. JPS represents, warrants, and agrees that, to the extent JPS receives or has access to such FERPA Records, it will: (1) hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by FWISD or BISD, and/or the Clinic Patients or their legal guardians in

writing; (2) safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which JPS protects its own confidential information; and (3) continually monitor its operations and take any action necessary to assure that the FERPA Records are safeguarded in accordance with the terms of this Agreement. At the request of FWISD or BISD JPS agrees to provide such Party with a written summary of the procedures JPS uses to safeguard the FERPA Records.

**14. BINDING AGREEMENT.** The parties hereto warrant and represent that upon execution hereof, this Agreement shall be a legal, valid and binding obligation on them and shall be enforceable against them in accordance with its terms. The Individuals signing this Agreement warrant and represent that they are duly authorized to sign this Agreement on behalf of the parties hereto.

**15. FORCE MAJEURE.** Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, labor disputes, shortages of suitable supplies or materials, or any similar cause beyond the reasonable control of the parties.

**16. TEXAS OPEN RECORDS ACT.** The parties acknowledge that each of them is a governmental body under Chapter 552 of the Texas Government Code and in such capacity each party acknowledges that information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Public Information Act request. Therefore, each party hereby assumes full responsibility for challenging any request for information it considers confidential under Chapter 552. Each party hereby agrees to notify the other Parties of any Public Information Act request that seeks disclosure of potentially confidential information under this Agreement.

**17. NOTICES.** All notices given by a party under this Agreement shall be delivered in writing either by personal delivery or by United States mail. All notices under this Agreement shall be deemed given to a Party when received by such Party's designated representative, or given to such other persons or places as any Party may from time to time designate by written notice to the other Parties. The current designated representative for each Party is as follows:

Dr. Kent Scribner  
Superintendent  
Fort Worth Independent School District  
100 N. University Drive  
Fort Worth, Texas 76107

Robert Earley  
President and CEO  
JPS Health Network  
1500 S. Main Street  
Fort Worth, Texas 76104

Dr. Darrell G. Brown  
Superintendent  
Birdville Independent School District  
6125 East Belknap  
Haltom City, Texas 76117

**18. MODIFICATION.** The terms of this Agreement may be modified only by written agreement duly signed by persons authorized to sign agreements on behalf of JPS, FWISD and BISD.

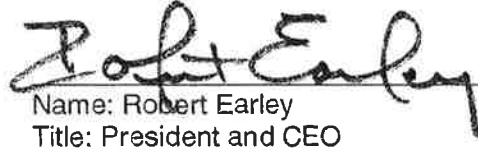
IN WITNESS WHEREOF, the parties hereby execute this Agreement as reflected by the signatures of their duly authorized agents below.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
Name: Dr. Kent Scribner  
Title: Superintendent of Schools

Date: \_\_\_\_\_

TARRANT COUNTY HOSPITAL DISTRICT

  
Name: Robert Earley  
Title: President and CEO

Date: September 13, 2018

BIRDVILLE INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
Name: Dr. Darrell G. Brown  
Title: Superintendent of Schools

Date: \_\_\_\_\_

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IN WITNESS WHEREOF, the parties hereby execute this Agreement as reflected by the signatures of their duly authorized agents below.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

TARRANT COUNTY HOSPITAL DISTRICT

M  
7/14/11

\_\_\_\_\_  
Name: Dr. Kent Scribner  
Title: Superintendent of Schools

\_\_\_\_\_  
Name: Robert Earley  
Title: President and CEO

Date: \_\_\_\_\_

Date: September 13, 2018

BIRDVILLE INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
Name: Dr. Darrell G. Brown  
Title: Superintendent of Schools

Date: \_\_\_\_\_

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**CONSENT AGENDA ITEM  
BOARD MEETING  
September 25, 2018**

**TOPIC: APPROVE INTERLOCAL AGREEMENT BETWEEN FORT WORTH ISD AND THE CITY OF FORT WORTH FOR SCHOOL RESOURCE OFFICER PROGRAM FOR THE 2018-2019 SCHOOL YEAR**

**BACKGROUND:**

Fort Worth Independent School District and the City of Fort Worth first entered into an Interlocal contract agreement in 1994 for the services of police officers in the School Resource Officer (SRO) Program. The program is a multi-faceted cooperative program between Fort Worth ISD and the Fort Worth Police Department (FWPD) to provide a safe and secure environment for education. The annual contract period is from October 1, 2018 through September 30, 2019.

The District will pay the City \$3,644,677.08, which represents 50% of all personnel and operating costs incurred by the City for 44 police officers, as well as the District's proportional share of the personnel, training and operating costs of the FWPD command staff that oversee the SRO Program. The command staff costs are shared by all participating districts, and the participating districts pay a proportional amount of the command staff costs based on the number of SRO Program officers assigned to each participating district. The command staff includes one (1) detective, five (5) sergeants, two (2) relief police officers, and one (1) lieutenant assigned to the SRO Program. In addition, the Agreement amount includes the District's proportional share of the administrative operating fees of SRO—assigned vehicles.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Interlocal Agreement between Fort Worth ISD and the City of Fort Worth for School Resource Officer Program for the 2018-2019 School Year
2. Decline to Approve Interlocal Agreement between Fort Worth ISD and the City of Fort Worth for School Resource Officer Program for the 2018-2019 School Year
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Interlocal Agreement between Fort Worth ISD and the City of Fort Worth for School Resource Officer Program for the 2018-2019 School Year

**FUNDING SOURCE**

*Additional Details*

General Fund

199-52-6299-001-999-99-390-000000

**COST:**

\$3,644,677.08

**VENDOR:**

City of Fort Worth

**PURCHASING MECHANISM**

Interlocal Agreement

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**

Safety & Security

**RATIONALE:**

FWISD has partnered with the City of Fort Worth to provide school security. This collaborative agreement provides police services to the schools that are in the jurisdiction of the City of Fort Worth together with District staff, assist in creating a safe and secure environment for teaching and learning.

**INFORMATION SOURCE:**

Art Cavazos  
Daniel Garcia

**INTERLOCAL AGREEMENT FOR THE SCHOOL RESOURCE OFFICER PROGRAM**

**FORT WORTH INDEPENDENT SCHOOL DISTRICT**

This agreement ("Agreement") is made and entered into between the **City of Fort Worth**, a home rule municipal corporation of the State of Texas ("City"), acting by and through **Jesus J. Chapa**, its duly authorized Assistant City Manager, and the **Fort Worth Independent School District ("FWISD")**, a political subdivision of the State of Texas located in Tarrant County and a legally constituted Independent District ("District"), acting by and through **Dr. Kent P. Scribner**, its duly authorized **Superintendent**.

**RECITALS**

WHEREAS, this Agreement is made under the authority granted to the City and the District pursuant to the Texas Government Code, Chapter 791, known as the INTERLOCAL COOPERATION ACT;

WHEREAS, the citizens of Fort Worth and the City Council have determined that the security of students is paramount;

WHEREAS, District wishes to participate in the School Resource Officer Program ("SRO Program") through which City provides school security to participating school districts with facilities within the City's territorial limits using City's police officers; and

WHEREAS, City will receive funds through the Fort Worth Crime Control and Prevention District ("CCPD") to assist in funding City's portion of the SRO Program costs.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein expressed, the Parties agree as follows:

**AGREEMENT DOCUMENTS:**

The Agreement documents shall include the following:

1. This Agreement for the SRO Program
2. Exhibit A – Scope of Services
3. Exhibit B – Payment Schedule

Exhibits A and B, attached hereto are incorporated herein and made a part of this Agreement for all purposes. In the event of any conflict between the terms and conditions of Exhibits A and B and the

terms and conditions set forth in the body of this Agreement, the terms and conditions set forth in the body of this Interlocal Agreement shall control.

The term “District” shall include the District, and its officers, agents, employees, representatives, servants, contractors or subcontractors.

The term “City” shall include its officers, employees, agents, and representatives.

The term “Party” shall refer to either the City or the District.

The term “Parties” shall refer to both the City and the District.

1. **SCOPE OF SERVICES.**

City hereby agrees to provide the District with school security services for the purpose of creating a safe educational environment, in partnership with the District. The City will provide Fort Worth Police Department (“FWPD”) officers at District schools within the territorial limits of Fort Worth. The District covenants and agrees to fully cooperate with the City in the implementation of the SRO Program. Attached hereto and incorporated for all purposes incident to this Agreement is “Exhibit A,” **Scope of Services**, more specifically describing the services to be provided hereunder.

2. **TERM.**

This Agreement shall commence on October 1, 2018 (“Effective Date”) and shall continue in full force and effect until September 30, 2019, unless terminated earlier in accordance with the provisions of this Agreement.

3. **CONSIDERATION.**

The District shall pay City **\$3,644,677.08** in accordance with the provisions of this Agreement and the Payment Schedule attached as “Exhibit B.” Such Agreement amount is based upon fixed expenditures for personnel and operating costs for police officers assigned to the SRO Program. The Agreement amount represents 50% of all personnel and operating costs incurred by the City for the **forty-four (44) police officers**, which does not include the command staff, assigned to the District. The Agreement amount also includes the District’s proportional share of the personnel, training and operating costs of the FWPD command staff that oversee the SRO Program. The command staff costs are shared by all participating school districts, and the participating school districts pay a proportional amount of the command staff costs based on the number of SRO Program officers assigned to each participating school district. The command staff includes one (1) detective, five (5) sergeants, two (2) relief police officers, and one (1) lieutenant assigned to the SRO Program. In

addition, the Agreement amount includes the District's proportional share of the administrative operating fees of SRO-assigned patrol vehicles.

In the event that an officer is on leave due to an occupational injury, the Agreement Amount shall not be reduced or amended due to such absence unless agreed by both Parties in writing.

It is understood and agreed that District shall remit funds to the City within thirty (30) calendar days following receipt of an official invoice. Invoices shall be provided by City to District on a monthly basis.

#### **4. TERMINATION.**

##### **4.1 CCPD Funds**

This Agreement is wholly conditioned upon the actual receipt by City of Program Funds from the CCPD. In the event that funds from the CCPD are not timely received, in whole or in part, City may, at its sole discretion, terminate this Agreement and City shall not be liable for payment for any work or services performed by District under or in connection with this Agreement.

##### **4.2 Convenience.**

The City may terminate this Agreement at any time and for any reason by providing the other Party with 30 days' written notice of termination.

##### **4.3 Non-appropriation of Funds.**

In the event no funds or insufficient funds are appropriated by the City in any fiscal period to fund the SRO Program, City will notify District of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever.

##### **4.4 Duties and Obligations of the Parties.**

In the event that this Agreement is terminated prior to the Expiration Date, the District shall pay City for services actually rendered up to the effective date of termination and City shall continue to provide the District with services requested by the District and in accordance with this Agreement up to the effective date of termination. Within thirty (30) days after the effective date of such termination, City shall forward to District a final invoice for the appropriately prorated unpaid balance due on the Agreement Amount for services rendered and District shall remit payment in full within thirty (30) days after the date of such invoice.

## **5. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.**

5.1 Disclosure of Conflicts. District hereby warrants to the City that District has made full disclosure in writing of any existing or potential conflicts of interest related to services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, District hereby agrees immediately to make full disclosure to the City in writing.

5.2 Confidential Information. District, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by the City as confidential and shall not disclose any such information to a third party without the prior written approval of the City.

5.3 Unauthorized Access. District shall store and maintain City Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. District shall notify the City immediately if the security or integrity of any City information has been compromised or is believed to have been compromised, in which event, District shall, in good faith, use all commercially reasonable efforts to cooperate with the City in identifying what information has been accessed, modified, deleted or otherwise corrupted by unauthorized means and shall fully cooperate with the City to protect such information from further unauthorized tampering.

5.4 Federal Law Enforcement Database Access. If District, or any District Personnel, has access to any federal law enforcement database or any federal criminal history record information system, including but not limited to Fingerprint Identification Records System ("FIRS"), Interstate Identification Index System ("III System"), National Crime Information Center ("NCIC") or National Fingerprint File ("NFF"), that is governed by and/or defined in Title 28, Code of Federal Regulations Part 20 ("CFR Part 20"), for the purpose of providing services for the administration of criminal justice as defined therein on behalf of the City under this Agreement, District shall comply with the Criminal Justice Information Services Security Policy and CFR Part 20, and shall separately execute the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

## **6. RIGHT TO AUDIT.**

District agrees that the City shall, until the expiration of three years after final payment under this Agreement, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of the District involving transactions relating to this Agreement at no additional cost to the City. District agrees that the City shall have access during normal working hours to all necessary District facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The City shall give District reasonable advance notice of intended audits.



**Section 6 shall survive the termination or expiration of this Agreement.**

**7. INDEPENDENT CONTRACTOR.**

District shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of City. City shall operate hereunder as in independent contractor and not as an officer, agent, servant, or employee of the District. City shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. District shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. Neither City nor District shall be responsible under the Doctrine of Respondent Superior for the acts and omissions of the officers, members, agents, servants, or employees of the other. Nothing in this Agreement shall waive any statutory or common-law immunity or defense of City or District.

**8. PROPERTY LOSS.**

City shall in no way nor under any circumstances be responsible for any property belonging to District, its officers, members, agents, employees, subcontractors, program participants, licensees or invitees, which may be lost, stolen, destroyed or in any way damaged.

**9. PROVISIONS REGARDING AGE.**

City and District covenant that neither it nor any of its officers, members, agents, employees, program participants, or subcontractors, while engaged in the performance of this Agreement shall, in connection with the employment, advancement, or discharge of employees, or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

**10. LIABILITY/INDEMNIFICATION**

**TO THE EXTENT PERMITTED BY LAW, DISTRICT SHALL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S), MALFEASANCE OR INTENTIONAL MISCONDUCT OF DISTRICT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.**

**TO THE EXTENT PERMITTED BY LAW DISTRICT AGREES TO DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS, AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO OWNER'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY (INCLUDING DEATH) THAT MAY RELATE TO, ARISE OUT OF, OR BE OCCASIONED BY (I) DISTRICT'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR (II) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF DISTRICT, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS (OTHER THAN THE CITY), OR SUBCONTRACTORS RELATED TO THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY OR ITS OFFICERS, AGENTS, EMPLOYEES, OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OF BOTH DISTRICT AND CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. NOTHING HEREIN SHALL BE CONSTRUED AS A WAIVER OF THE CITY'S GOVERNMENTAL IMMUNITY AS FURTHER PROVIDED BY THE LAWS OF TEXAS.**

**Section 10 shall survive the termination or expiration of this Agreement.**

**11. NON-DISCRIMINATION COVENANT.**

District, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration herein, agrees that in the performance of District's duties and obligations hereunder, it shall not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. If any claim arises from an alleged violation of this non-discrimination covenant by District, its personal representatives, assigns, subcontractors or successors in interest, District agrees to assume such liability and to indemnify and defend the City and hold the City harmless from such claim.

**Section 11 shall survive the termination or expiration of this Agreement.**

**12. NOTICES.**

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other Party, c/o the designated person listed below; or (2) received by the other Party by United States Mail, registered, return receipt requested, addressed as follows:

**City of Fort Worth**

Attn: Jesus J. Chapa  
Assistant City Manager  
200 Texas Street  
Fort Worth, Texas 76102-6311

With Copy to the City Attorney  
At same address

**FWISD**

Attn: Dr. Kent P. Scribner  
Superintendent  
100 N. University Drive  
Fort Worth, Texas 76107

With Copy to District's General Counsel  
At same address

**13. GOVERNMENTAL POWERS/IMMUNITIES.**

It is understood and agreed that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

**14. NO WAIVER.**

The failure of the City or District to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the City's or District's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

**15. GOVERNING LAW / VENUE.**

This Agreement shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought pursuant to this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

**16. SEVERABILITY.**

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**17. FORCE MAJEURE.**

The City and District shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

**18. HEADINGS NOT CONTROLLING.**

Headings and titles used in this Agreement are for reference purposes only, shall not be deemed a part of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement.

**19. APPROVAL OF AGREEMENT.**

The governing bodies of City and District have approved the execution of this Agreement, and the persons signing the Agreement have been duly authorized by the governing bodies of the City and District to sign this Agreement on behalf of the governing bodies.

**20. REVIEW OF COUNSEL.**

The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or exhibits hereto.

**21. AMENDMENTS.**

No amendment of this Agreement shall be binding upon a Party hereto unless such amendment is set forth in a written instrument, which is executed by an authorized representative of each Party.

**22. ENTIRETY OF AGREEMENT.**

This Agreement, including Exhibits A and B, contains the entire understanding and agreement between the City and District, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent it conflicts with any provision of this Agreement.

**23. COUNTERPARTS.**

This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

**APPROVED AND AGREED FOR CITY OF FORT WORTH**

\_\_\_\_\_  
Jesus J. Chapa  
Assistant City Manager

Date: \_\_\_\_\_

**APPROVAL RECOMMENDED**

\_\_\_\_\_  
Chief Joel F. Fitzgerald  
Chief of Police

Date: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY FOR CITY OF FORT WORTH**

\_\_\_\_\_  
Matthew A. Murray  
Assistant City Attorney

Date: \_\_\_\_\_

**APPROVED AND AGREED FOR FWISD**

\_\_\_\_\_  
Dr. Kent P. Scribner  
Superintendent

Date: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY FOR FWISD**

\_\_\_\_\_  
Alexander Athanason  
FWISD General Counsel

Date: \_\_\_\_\_

**ATTEST**

\_\_\_\_\_  
Mary J. Kayser  
City Secretary

Date: \_\_\_\_\_

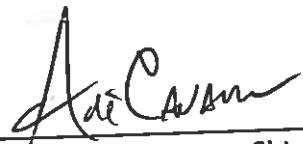
M&C No. \_\_\_\_\_

Form 1295 Certification No: NOT REQUIRED

**Contract Compliance Manager:**

By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

\_\_\_\_\_  
Tiffany L. Moore  
Contract Compliance Specialist

By:   
Art Cavazos, Chief District Operations

## EXHIBIT A

### SCOPE OF SERVICES

1. City, through the commander of the SRO Program, shall assign FWPD officers to specific schools within the District to provide school security and officers shall work directly with the District's school principals.
2. There shall be forty-four (44) City police officers assigned to the District for the SRO Program. In addition, there shall be a command staff comprised of one (1) detective, five (5) sergeants, two (2) relief police officers, and one (1) lieutenant assigned to the SRO Program. The Lieutenant shall command the SRO Program. Additional officers will not be provided to District during the Term of the Agreement. **The District shall submit a written request for additional Police Officers to City ten (10) months prior to the start of a new Fiscal year (the end of the month of December).**
3. Assigned officers shall have the SRO Program as their primary duty, and will not be regularly assigned additional police duties. City reserves the right, however, to reassign any or all officers temporarily in the event of an emergency or when the City, in its sole discretion, deems necessary.
4. City shall coordinate assignment and duty hours with District. If necessary, to handle unplanned absences at schools, FWPD officers from other units may be assigned temporarily to provide coverage. City shall not provide replacements for officers who are on leave due to an occupational injury. Replacement officers, when available, will be assigned to District when the assigned police officer's absence is for an extended period of time.
5. City shall provide to the officers assigned to the SRO Program all the law enforcement training and certification, vehicles and police equipment, benefits, and insurance (including liability coverage) that are provided to all City's police officers. District shall provide any radio equipment necessary to allow the assigned officers to communicate with District staff.
6. The City shall maintain emergency response plans for every school within their jurisdiction. To the extent allowed under Texas law, these plans shall be kept confidential within the Fort Worth Police Department for security purposes, but meetings shall be held with authorized representatives of District to provide relevant information and excerpts from the plan necessary for implementation. City's Chief of Police shall designate a commander to be responsible for maintenance and dissemination of these plans.

7. All police personnel assigned to the SRO program will remain subject to the rules and regulations applicable to all sworn personnel, including General Orders, Special Orders, Personnel Rules and Regulations, directives and other applicable law.

**EXHIBIT B**

**PAYMENT SCHEDULE**

District will remit 12 payments at \$303,723.09 per month within 30 days of receipt of an invoice from the City.

**\$303,723.09 x 12 = \$3,644,677.08**

**Total Payments     \$3,644,677.08**



**CONSENT AGENDA ITEM  
BOARD MEETING  
September 25, 2018**

**TOPIC: AUTHORIZATION FOR SUPERINTENDENT OR DESIGNEE TO NEGOTIATE AND ENTER INTO A CONTRACT FOR OPERATIONAL EFFICIENCY STUDY SERVICES**

**BACKGROUND:**

On August 17, 2018 the District issued a Request for Proposal (RFP 19-020) for “Operational Efficiency Study Services”. On August 31, 2018, the District received four responses to our solicitation. The evaluation team followed the criteria published in the RFP, which is in accordance with Texas Government Code 44.031. The scope of work outlined in the RFP is to be performed in potentially four phases:

- Phase 1. Analysis of staffing levels throughout the organization (including class loads and student/teacher ratios).
- Phase 2. Duplication of similar products, services, systems and software utilized throughout the district.
- Phase 3. Peer group comparisons or school district comparison to industry standards.
- Phase 4. (Optional). Program evaluation including program costs effectiveness.

The persons below served on the evaluation team:

- Art Cavazos, Chief of Operations
- Karen Molinar, Chief of Staff, Policy and Planning
- Cynthia Rincon, Chief, Human Capital Management
- Elsie Schiro, Chief Financial Officer

Based on the results of the initial evaluation and phone interviews, staff recommends that the Board authorize and approves the Superintendent, and/or his designee, to negotiate and enter into a contract for operational efficiency study services.

Company	Ranking	Phase 1, 2 & 3 Costs
Education Resource Strategies*	1	\$305,000
Gibson Consulting Group*	2	\$499,915
Prismatic Services	3	\$95,885
School By Design	4	\$356,780 (Phase 1 only)

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Authorization For Superintendent Or Designee To Negotiate And Enter Into A Contract For Operational Efficiency Study Services
2. Decline to Approve Authorization For Superintendent Or Designee To Negotiate And Enter Into A Contract For Operational Efficiency Study Services
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Authorization For Superintendent Or Designee To Negotiate And Enter Into A Contract For Operational Efficiency Study Services

**FUNDING SOURCE**

*Additional Details*

General Fund

199-41-6291-001-750-99-405-000000

**COST:**

Not to Exceed \$305,000

**VENDOR:**

Education Resource Strategies

**PURCHASING MECHANISM**

Bid/RFP/RFQ

Bid/Proposal Statistics  
Bid Number: 19-020  
Number of Bid/Proposal Received: 4  
HUB Firms: 2\*  
Compliant Bids: 4

The above bid/proposal has been evaluated in accordance with the Texas Education Code section 44-031 (b) regarding specifications, pricing, performance history, etc. The recommended vendor is listed above.

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**

District-Wide Analysis

**RATIONALE:**

Administration believes that the evaluation of staffing levels throughout the organization (including class loads and student/teacher ratios) and an evaluation of the District's products, services, systems and software to determine duplication/redundancy by an outside consultant will be extremely beneficial in improving the operational efficiencies of the District, creating a long range financial plan and to provide valuable feedback on how the District compares to its peers. The long-range financial benefit of this analysis will far exceed the initial upfront costs. Approval of this agenda item will allow the Superintendent, or designee, the authority to negotiate and enter into a Contract for Operational Efficiency Study Services as soon as possible and without delay so that the results of this study can be analyzed and implemented overtime starting with the 2019-2020 school year.

**INFORMATION SOURCE:**

Elsie Schiro  
Jonathan Bey

**CONSENT AGENDA ITEM  
BOARD MEETING  
September 25, 2018**

**TOPIC: APPROVAL TO OFFER TAX FORECLOSED PROPERTIES FOR  
CURRENT TAD LAND VALUE THROUGH SEALED BID SALE**

**BACKGROUND:**

In accordance with Section 34.05(j) of the Texas Tax Code, the City of Fort Worth received into inventory thirty-two (32) properties attached hereto through a Constable's Sale conducted by the Tarrant County Tax Office. In the City's efforts to sell the properties and generate tax revenue to benefit all taxing entities, the City has advertised these properties for sale more than two times at constable deed amount, plus the City of Fort Worth fees, through the sealed bid sale process and was unsuccessful. The City recommends offering the attached properties for sale at the current TAD land value (the structures on the properties no longer exist), plus the sum of \$1,600 per property, which is the City's fees associated with the previously attempted sales.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

- (1) Approval to Offer Tax Foreclosed Properties for Current TAD Land Value Through Sealed Bid Sale;
- (2) Decline the Approval to Offer Tax Foreclosed Properties for Current TAD Land Value Through Sealed Bid Sale;
- (3) Remain to staff for further study.

**SUPERINTENDENT'S RECOMMENDATION:**

Approval to Offer Tax Foreclosed Properties for Current TAD Land Value Through Sealed Bid Sale.

**FUNDING SOURCE**

*Additional Details*

No Cost

Not applicable.

**COST:**

Not applicable.

**VENDOR:**

Not applicable.

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**

Division of Business & Finance

**RATIONALE:**

The City has requested the sale of a tax foreclosed properties for the current TAD land value through sealed bid sales. The sales would be at the reduced land value as shown on the attached list due to the fact that structures on these properties no longer exist. Each property would also include an additional cost of \$1,600, to be re-paid to the City of Fort Worth for out-of-pocket expenses incurred in the previously attempted sales. It is in the best interest of Fort Worth ISD to allow these sales to be finalized and sold at the reduced TAD land value in order to place these properties back onto the tax rolls.

**INFORMATION SOURCE:**

Elsie I. Schiro

May 18, 2018



Tarrant County  
Attn: Lisa McMillan  
100 E. Weatherford Street, Suite 404  
Fort Worth, TX 76196

Tarrant Regional Water District  
Attn: Steve Christian  
800 E. Northside Drive  
Fort Worth, TX 76102

Fort Worth Independent School District  
Attn: Dr. Kent Scribner  
100 N. University Drive, Suite 150  
Fort Worth, TX 76107

Tarrant County Hospital District  
Attn: Robert Earley, President and CEO  
1500 S Main Street  
Fort Worth, TX 76104

Tarrant County College District DMOC 2201  
Attn: Angela Robinson, Vice Chancellor  
1500 Houston Street  
Fort Worth, TX 76102

Lake Worth Independent School District  
Attn: Jimmie Malone Interim Superintendent  
6805 Telephone Road  
Lake Worth TX 76135

Everman Independent School District  
Attn: Curtis Amos Superintendent  
608 Townley Drive  
Everman TX 76140

**RE: Approval to Offer Tax Foreclosed Properties for Current TAD Land Value through Sealed Bid Sale**

Dear Dr Kent Scribner:

The City received into inventory the below thirty two tax-foreclosed properties through a Constable's Sale conducted by the Tarrant County Tax Office. In our efforts to sell the properties and generate tax revenue to benefit all taxing entities, the City has advertised these properties more than two times at constable deed amount (plus City of Fort Worth fees) through the sealed bid sale process and was unsuccessful since the structures no longer exist.

Street No	Street Name	Lot/Tract	Block/Abstract	Addition/Survey	TAD Account #	Cause #	TAD Land Value	Constable Deed Amt	Times Listed for Sealed Bid Sale
2810	19TH ST (NW)	19	132	BELMONT PARK ADDN	0018-55-82	B34392-06	\$13,000.00	\$22,231.69	5
2919	30TH ST (NW)	10	151	ROSEN HTS SECOND FILING ADDN	0255-23-96	B34169-06	\$13,000.00	\$35,992.13	6
824	ARLINGTON AVE (E)	419	15	HYDE PARK ADDN	0141-05-20	B35889-07	\$5,000.00	\$23,803.61	7
2512	AVE H	9	62	POLYTECHNIC HTS ADDN	0224-09-71	B35535-07	\$4,250.00	\$16,400.00	2
2704	AVE I	11	65	POLYTECHNIC HTS ADDN	0224-12-34	B37750-08	\$5,000.00	\$15,734.11	2
3508	AVE K	10	100	POLYTECHNIC HTS ADDN	0224-67-16	B38943-09	\$5,000.00	\$22,209.79	4
1704	BESSIE ST	2	22	GLEENWOOD ADDN	0106-39-01	B26430-07	\$5,000.00	\$13,678.74	2
5400	BONNELL AVE	38-40	59	CHAMBERLAIN ARL HTS 2ND FILING ADDN	0050-36-22	E07445-92	\$75,000.00	\$156,864.53	7
3325	BRIGHT ST	9	1	WATKINS ADDN	0331-20-03	A01396-08	\$5,000.00	\$16,581.25	3
2676	BURCHILL RD	6AB	2	AVALON HTS ADDN	0009-99-37	B44961-11	\$5,000.00	\$15,951.23	7
2519	CAMPBELL ST	E PLAT 938-613 SUB LTS 1 & 2	8	SUNSHINE HILL ADDN	0305-57-79	E14643-99	\$5,000.00	\$11,870.64	3
2718	CHRISTINE CT	6AB	4	AVALON HTS ADDN	0010-05-95	B22781-89	\$5,000.00	\$6,895.11	3
3112	COLUMBUS AVE	21	35	OAK GROVE ADDN	0199-88-97	B37510-08	\$13,000.00	\$17,585.71	4
5448	CONROY ST	13	18	VIEW PARK ADDN SECTION 2	0327-06-88	L-21693-04	\$10,000.00	\$34,800.00	2
924	DAVIS AVE (E)	7	29	SOUTHLAND SUB	0285-53-80	B36332-07	\$5,000.00	\$14,500.00	7
1409	EDNEY ST	16	4	GREENBRIAR ADDN	0109-85-43	B38623-08	\$11,000.00	\$41,864.33	8
2830	EVANS AVE	14-17 & 232.5 FEET OF LOT 15 & WEST 32 1/2 FEET OF LOT 16	55	RYAN SE ADDN	2618362	B30637-00	\$205,920.00	\$248,429.52	7
5229	FLETCHER AVE	15 & 16	57	CHAMBERLAIN ARL HTS 2ND ADDN	0050-30-61	B35746-07	\$7,000.00	\$13,800.00	3
3300	HORNE ST	1 & 2	187	CHAMBERLAIN ARL HTS 1ST ADDN	0049-27-87	B19659	\$8,250.00	\$15,101.72	9
3264	HUTCHINSON ST	7R	9	DIAMOND HILL HIGHLANDS ADDN	0071-07-41	B35752-07	\$13,000.00	\$25,814.49	5
807	KELLIS ST (W)	7	6	BOARD OF TRADE ADDN	0023-83-92	B34984-06	\$11,000.00	\$18,217.39	8
3851	LOIS ST	N 35.6' W 50' LT 32		DOROTHY PLACE ADDN	0073-04-16	E01688-89	\$1,250.00	\$3,536.00	4
3021	MC LEAN ST	11	53	SYCAMORE HTS ADDN	0306-93-03	B44972-11	\$5,250.00	\$48,373.36	2
3021	MC LEAN ST	12	53	SYCAMORE HTS ADDN	0306-93-11	B46884-13	\$5,250.00	\$26,410.14	2
3021	MC LEAN ST	13	53	SYCAMORE HTS ADDN	0712-78-20	B45517-12	\$5,250.00	\$66,766.39	2
4001	MILLER AVE	21	3	PLEASANT GLADE ADDN	0222-60-57	E13825-98	\$5,000.00	\$14,749.40	3
3430	MOUNT VERNON AVE	E 50' LT 2	10	TANDY ADDN	0308-34-11	B35158-06	\$7,000.00	\$14,571.11	6
1618	NEW YORK AVE	569B	22	HYDE PARK ADDN	0141-18-37	B37483-08	\$5,000.00	\$12,301.23	3
3216	PECAN ST (N)	4	80	FOSTEPCO HTS ADDN	0099-74-39	B34455-06	\$10,000.00	\$27,340.62	8
2108	RIDGEVIEW ST	2	15	ROLLING HILLS ADDN	0249-29-54	E13572-98	\$10,000.00	\$31,650.62	6
2806	ROSS AVE	29	57	MG ELLIS ADDN	0083-53-15	B37322-08	\$13,000.00	\$25,842.02	5
2908	SARAH JANE LN	6A		PEACEFUL ACRES ADDN	0217-62-70	B29947-97	\$10,000.00	\$55,959.98	6
Total-32									

The City recommends pursuant to Section 34.05 (j) Texas Property Code offering the above properties for the current TAD land value plus City of Fort Worth fees of \$1,600.00 through sealed bid sale.

Please sign or have this letter executed by an authorized person to acknowledge the consent of the governmental entity, in its capacity as an owner of the properties, to sell the properties at a reduced sales price. Then, return this form to me at the address below. Feel free to call or email me if you have questions or need additional information.

Thank you,  
  
Deanna Cody  
Real Property Manager  
817-392-8379

AGREED TO: FORT WORTH INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
Dr Kent Scribner

\_\_\_\_\_ Date

**PROPERTY MANAGEMENT DEPARTMENT  
REAL PROPERTY DIVISION**

**PROPERTIES TO BE SOLD AT CURRENT TAD LAND VALUE THROUGH SEALED BID SALE**

Street No	Street Name	Lot/Tract	Block/Abstract	Addition/Survey	TAD Account #	Cause #	TAD Land Value	Constable Deed Amt	Times Listed for Sealed Bid Sale
2810	19TH ST (NW)	19	132	BELMONT PARK ADDN	0018-55-82	B34392-06	\$13,000.00	\$22,231.69	5
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924	DAVIS AVE (E)	7	29	SOUTHLAND SUB	0285-53-80	B36332-07	\$5,000.00	\$14,500.00	7
1409	EDNEY ST	16	4	GREENBRIAR ADDN	0109-85-43	B38623-08	\$11,000.00	\$41,864.33	8
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3264	HUTCHINSON ST	7R	9	DIAMOND HILL HIGHLANDS ADDN	0071-07-41	B35752-07	\$13,000.00	\$25,814.49	5
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2908	SARAH JANE LN	6A		PEACEFUL ACRES ADDN	0217-62-70	B29947-97	\$10,000.00	\$55,959.98	6
	<b>Total-32</b>								

**CONSENT AGENDA ITEM  
BOARD MEETING  
September 25, 2018**

**TOPIC: AUTHORIZATION TO ENTER INTO CONTRACTS FOR JOC HAZMAT ABATEMENT SERVICES FOR THE 2017 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

As a result of the 2017 Bond Election, the District issued a Request for Competitive Sealed Proposals (RFCSP 19-002) entitled “JOC HAZMAT Abatement Services for the 2017 Capital Improvement Program” with the following schedule of events:

<b>Event</b>	<b>Date</b>
RFCSP Issued	July 23, 2018
Deadline for Submission of Questions	August 8, 2018
RFCSP Due	August 16, 2018
Selection Notification	September 26, 2018

On August 16, 2018, the District received 13 Competitive Sealed Proposals (CSPs) from firms in response to the RFCSP. Twelve (12) of the CSPs submitted were deemed responsive and compliant with the RFCSP requirements.

1 Priority Environmental Services, LLC	E-Logic, Inc.
AADVAL, Incorporated	HP Ecological Services, LLC dba HP EnviroVision
Allen & Company Environmental Services	Intercon Environmental, Inc.
AMX Environmental	Hester Environmental, LP dba TEAM Enterprise
DWW Abatement, Inc.	Pacific Environmental Group, LLC
EDRS, Inc.	RNDI Companies

The evaluation resulted in the recommendation of nine firms for these services to support the 2017 Capital Improvement Program:

1 Priority Environmental Services, LLC	E-Logic, Inc.
AADVAL, Incorporated	HP Ecological Services, LLC dba HP EnviroVision
AMX Environmental	Hester Environmental, LP dba TEAM Enterprise
DWW Abatement, Inc.	RNDI Companies
EDRS, Inc.	

In accordance with Texas Government Code §2269, staff recommends that the Board approve the firms identified above as qualified providers of JOC HAZMAT Abatement services and authorizes the CIP department to enter into contracts for these services in support of the 2017 Capital Improvement Program.



**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Authorization To Enter Into Contracts For JOC HAZMAT Abatement Services For The 2017 Capital Improvement Program
2. Decline to Approve Authorization To Enter Into Contracts For JOC HAZMAT Abatement Services For The 2017 Capital Improvement Program
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Authorization To Enter Into Contracts For JOC HAZMAT Abatement Services For The 2017 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

CIP

671-81-6629-A42-XXX-99-000-XXXXXXX

671-81-6629-H42-XXX-99-000-XXXXXXX

**COST:**

Not to Exceed \$9,500,000 for the duration of the 2017 Capital Improvement Program. Funds will be utilized within the location budget and if additional funds are needed a request for approval to use program contingency funds will be submitted.

**VENDOR:**

1 Priority Environmental Services, LLC  
AADVAL, Incorporated  
AMX Environmental  
DWW Abatement, Inc.\*  
EDRS, Inc.

E-Logic, Inc.  
HP Ecological Services, LLC dba HP EnviroVision  
Hester Environmental, LP dba TEAM Enterprise  
RNDI Companies\*

\*Denotes HUB Firm

## **PURCHASING MECHANISM**

Bid/RFP/RFQ

### **Bid/Proposal Statistics**

Bid Number: 19-002

Number of Bid/Proposals Received: 13

HUB Firms:

### ***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

## **PARTICIPATING SCHOOL/DEPARTMENTS**

Capital Improvement Program

### **RATIONALE:**

JOC HAZMAT Abatement services are necessary to support the 2017 Capital Improvement Program. Approval of the qualification of firms and authorizing CIP to enter into contracts for these services will enable the District to move forward with the procurement of the 2017 CIP projects.

### **INFORMATION SOURCE:**

Vicki D. Burris

**CONSENT AGENDA ITEM  
BOARD MEETING  
September 25, 2018**

**TOPIC: AUTHORIZATION TO ENTER INTO CONTRACTS FOR SURVEYING SERVICES FOR THE 2017 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

As a result of the 2017 Bond Election, the District issued a Request for Qualifications (RFQ 19-003) entitled “Surveying Services for the 2017 Capital Improvement Program” with the following schedule of events:

<b>Event</b>	<b>Date</b>
RFQ Issued	July 23, 2018
Deadline for Submission of Questions	August 6, 2018
Statements of Qualifications Due	August 14, 2018
Selection Notification	September 26, 2018

On August 14, 2018, the District received nine Statements of Qualifications (SOQs) from firms in response to the RFQ. All nine SOQs submitted were deemed responsive and compliant with the RFQ requirements.

Baird, Hampton & Brown, Inc. Brittain & Crawford, LLC CRIADO & Associates, Inc. Johnson & Pace, Incorporated Marshall Lancaster & Associates, Inc.	Pacheco Koch Consulting Engineers, Inc. RLG Consulting Engineers Surveying and Mapping, LLC Teague Nall and Perkins, Inc.
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The evaluation resulted in the recommendation of three firms for surveying services to support the 2017 Capital Improvement Program:

Baird, Hampton & Brown, Inc.  
 Pacheco Koch Consulting Engineers, Inc.  
 RLG Consulting Engineers

In accordance with Texas Government Code §2254.004, staff recommends that the Board approve the firms identified above as qualified providers of surveying services based on demonstrated competence and qualifications; and authorize the CIP department to enter into contracts for these services in support of the 2017 Capital Improvement Program.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Authorization To Enter Into Contracts For Surveying Services For The 2017 Capital Improvement Program
2. Decline to Approve Authorization To Enter Into Contracts For Surveying Services For The 2017 Capital Improvement Program
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Authorization To Enter Into Contracts For Surveying Services For The 2017 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

CIP

671-81-6629-S38-XXX-99-000-XXXXXX

**COST:**

Not to Exceed \$550,000 for the duration of the 2017 Capital Improvement Program. Funds will be utilized within the location budget and if additional funds are needed a request for approval to use program contingency funds will be submitted.

**VENDOR:**

Baird, Hampton & Brown, Inc.  
Pacheco Koch Consulting Engineers, Inc.\*  
RLG Consulting Engineers\*

\*Denotes HUB Firm

**PURCHASING MECHANISM**

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 19-003

Number of Bid/Proposals Received: 9  
HUB Firms: 5

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**

Capital Improvement Program

**RATIONALE:**

Surveying services are necessary to support the 2017 Capital Improvement Program. Approval of the qualification of firms and authorizing CIP to enter into contracts for these services will enable the District to move forward with the procurement of the 2017 CIP projects.

**INFORMATION SOURCE:**

Vicki D. Burris

**ACTION AGENDA ITEM  
BOARD MEETING  
September 25, 2018**

**TOPIC: APPROVE ATTENDANCE BOUNDARY FOR ELEMENTARY SCHOOL  
#229 - TANGLEWOOD RELIEF**

**BACKGROUND:**

On November 7, 2017 voters approved a Capital Improvement Program which called for the construction of a new school within the Tanglewood Elementary School boundary to relieve overcrowding. Prior to the election, the District held a series of meetings with stakeholders to discuss capacity concerns and planning considerations.

February 6, 2017 – Meeting with Teachers/Staff at Tanglewood ES

February 7, 2017 – SBDM Meeting at Tanglewood ES

February 16, 2017 – Community Meetings at Tanglewood ES/McLean MS

May 24, 2017 - Community Meeting at Paschal HS

June 7, 2017 - Stakeholder Meeting at FWISD Board Room

July 6, 2017 - Stakeholder Meeting at FWISD Board Room

On August 22, 2017 the long-term solution of a new school maintaining existing external boundaries was outlined in a letter to the community from Dr. Kent P. Scribner. In consideration of the priorities of utilizing natural divides and ensuring campuses of similar enrollment size, the recommendation was made to establish a new boundary line within the Tanglewood zone at Bellaire Drive South and Hulen St (see attached map). Students residing south of Bellaire Drive South and/or west of Hulen St will attend the new campus. The area north of Bellaire Drive South/Benbrook Blvd and east of Hulen will remain zoned to Tanglewood ES. The District remains committed to supporting strong instructional programs and staff at both campuses.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Attendance Boundary for Elementary School #229 - Tanglewood Relief
2. Decline to Approve Attendance Boundary for Elementary School #229 - Tanglewood Relief
3. Remand to staff for further study.

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Attendance Boundary for Elementary School #229 - Tanglewood Relief

**FUNDING SOURCE**

*Additional Details*

No Cost

Not Applicable

**COST:**

Not Applicable

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**

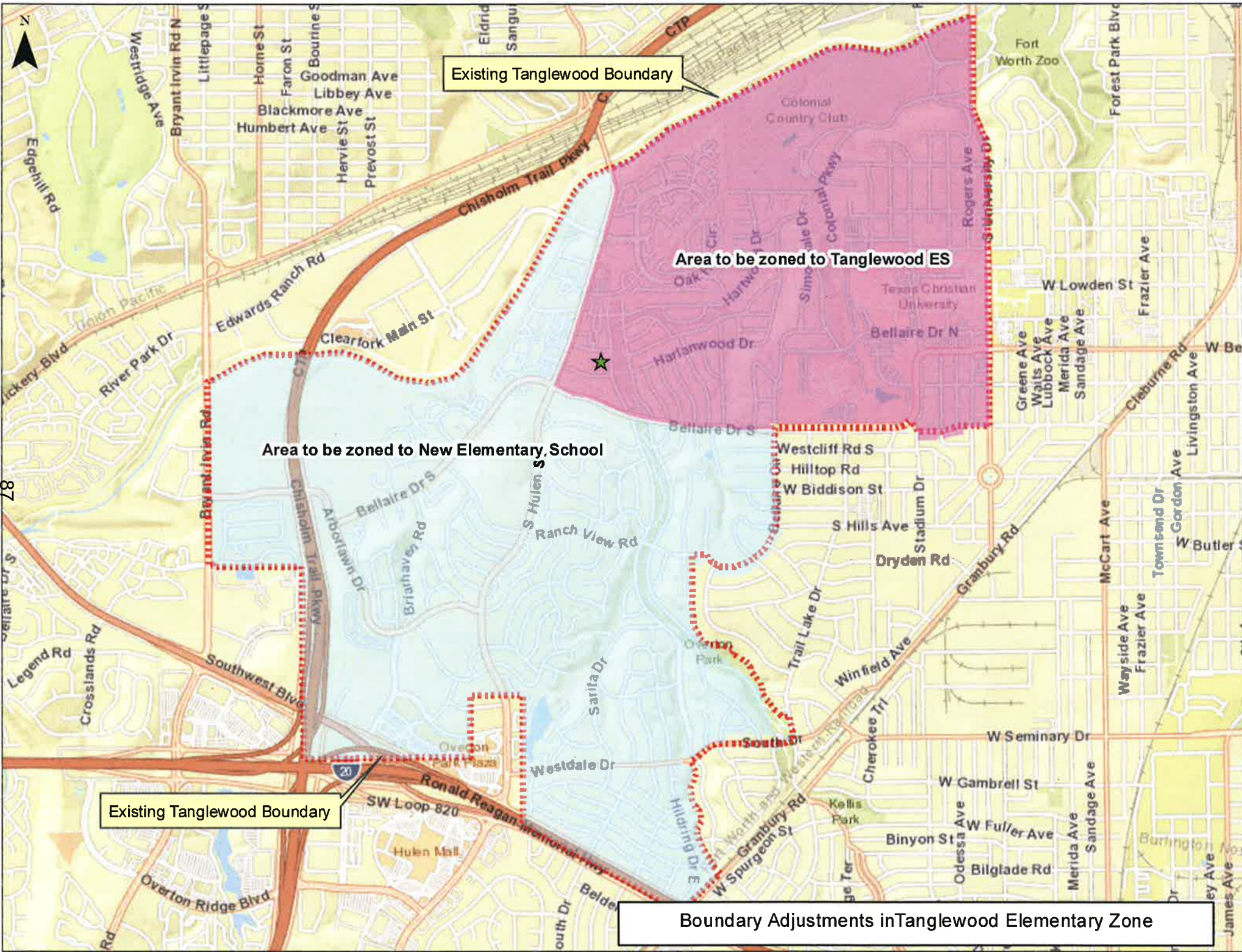
District Operations  
Elementary Leadership

**RATIONALE:**

Adjustments to the boundaries are necessary to accommodate a new elementary school in the Tanglewood attendance zone.

**INFORMATION SOURCE:**

Art Cavazos  
Karen Molinar  
Mike Naughton



Existing Tanglewood Boundary

Area to be zoned to Tanglewood ES

Area to be zoned to New Elementary School

Existing Tanglewood Boundary

Boundary Adjustments in Tanglewood Elementary Zone



**ACTION AGENDA ITEM  
BOARD MEETING  
SEPTEMBER 25, 2018**

**TOPIC: APPROVE RESOLUTION HONORING AMERICAN INDIAN HERITAGE**

**BACKGROUND:**

There has been a need to recognize and honor the rich and diverse culture of the 3.2 million Native Americans residing in the United States keeping in mind all of the historical sacrifices they have made in the country, traditions, and histories and to acknowledge the important contributions of Native people.

**STRATEGIC GOAL:**

**3-Enhance Family and Community Engagement**

**ALTERNATIVES:**

1. Approve the resolution honoring American Indian Heritage.
2. Decline to approve the resolution honoring American Indian Heritage.
3. Remand to staff for further study.

**SUPERINTENDENT’S RECOMMENDATION:**

Board decision.

<b><u>FUNDING SOURCE</u></b>	<i>Additional Details</i>
No Cost	Not Applicable

**COST:**

Not Applicable

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**

Fort Worth ISD

**RATIONALE:**

Approving the resolution will honor, recognize, and celebrate Native Americans and will be an opportunity to raise awareness, educate, and allow for Fort Worth ISD students to observe, honor, and recognize American Indian Heritage.

**INFORMATION SOURCE:**

Jacinto Ramos, Jr.