



## Notice of Regular Meeting The Board of Trustees LVISD

A regular meeting of the Board of Trustees of Lago Vista ISD will be held on Monday, November 15, 2021, beginning at 6:00 PM in the MAC @ Lago Vista High School, 5185 Lohman Ford, Lago Vista, Texas 78645.

Members of the public may access this meeting via live stream at <https://www.youtube.com/channel/UCFRbLIZyFad2big-QDVuotw>

Please note, this link will not be active until approximately 5 minutes before the scheduled meeting time.

Citizens wishing to address the Board of Trustees may do so in-person at the meeting location noted on the agenda. In order to address the Board, individuals must sign up between 5:30 and 6:00 PM on the day of the meeting.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

1. Pledge of Allegiance/Call to Order
2. Student Recognition
3. Welcome Visitor/Public Participation
4. Consider Action to Canvass the Trustee Election Results
5. Oath of Office for newly elected Board Members
6. Nominate and Vote on LVISD Board Secretary Position
7. Approval of Asbestos Abatement Contract with Terracon
8. Construction Update
9. Approval of District Improvement Plan & Campus Improvement Plans
10. Approval of 2021-2022 SHAC Committee Members
11. 2021 STAAR Scores
12. Consider Approval of Purchase of Attendance Credits and Delegation of Authority to Obligate the District
13. Approval of Capital Area Regional Day School Program for the Deaf Shared Service Arrangement
14. Minor Land Adjustment
15. Consent Agenda:
  - a. Monthly Financial Reports
  - b. Minutes: October 14, 2021 Regular Meeting & October 25, 2021 Special Meeting
16. Superintendent Report
  - a. UIL Update/Activities
  - b. Facilities
  - c. Campus Reports
17. Closed Session
  - Tex. Govt. Code 551.071 Attorney Consultation - Consultation with District legal counsel in connection with pending litigation, *Doe v. Lago Vista ISD, et al.*, in the United States District Court for the Western District of Texas, Austin Division, CA 1:21-cv-862
  - Tex. Govt. Code 551.072 Real Property Deliberations
  - Tex. Govt. Code 551.073 Prospective Gifts Negotiations
  - Tex. Govt. Code 551.074 Personnel Matters
  - Tex. Govt. Code 551.076 Security Personnel, Devices, Audits
  - Tex. Govt. Code 551.0785 Medical or Psychiatric Records
  - Tex. Govt. Code 551.082 School Children; School District Employees; Disciplinary Matter or Complaint
  - Tex. Govt. Code 551.0821 Personally Identifiable Student Information
  - Tex. Govt. Code 551.089 Information Resource Technology Security
18. Adjourn

*If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.*

Darren Webb  
Superintendent

Date

**Lago Vista ISD Board of Trustees Place 6**

Vote For 1

	<b>TOTAL</b>	<b>By Mail</b>	<b>Early Voting</b>	<b>Election Day</b>	<b>Provisional</b>
David Scott	1,173	34	600	539	0
<b>Total Votes Cast</b>	<b>1,173</b>	<b>34</b>	<b>600</b>	<b>539</b>	<b>0</b>

**Lago Vista ISD Board of Trustees Place 7**

Vote For 1

	<b>TOTAL</b>	<b>By Mail</b>	<b>Early Voting</b>	<b>Election Day</b>	<b>Provisional</b>
Jason Hergenreder	647	15	319	313	0
Kevin Walker	658	21	336	300	1
<b>Total Votes Cast</b>	<b>1,305</b>	<b>36</b>	<b>655</b>	<b>613</b>	<b>1</b>

371

STATISTICS

	TOTAL	By Mail	Early Voting	Election Day	Provisional
Registered Voters - Total	4,035				

Lago Vista ISD Board of Trustees Place 6

Vote For 1

	TOTAL	By Mail	Early Voting	Election Day	Provisional
David Scott	328	10	165	153	0

Lago Vista ISD Board of Trustees Place 7

Vote For 1

	TOTAL	By Mail	Early Voting	Election Day	Provisional
Jason Hergenreder	164	4	79	81	0
Kevin Walker	203	6	101	96	0

373

STATISTICS

	TOTAL	By Mail	Early Voting	Election Day	Provisional
Registered Voters - Total	7,272				

Lago Vista ISD Board of Trustees Place 6

Vote For 1

	TOTAL	By Mail	Early Voting	Election Day	Provisional
David Scott	845	24	435	386	0

Lago Vista ISD Board of Trustees Place 7

Vote For 1

	TOTAL	By Mail	Early Voting	Election Day	Provisional
Jason Hergenreder	483	11	240	232	0
Kevin Walker	455	15	235	204	1

**PROFESSIONAL SERVICES AGREEMENT  
ASBESTOS ABATEMENT PROJECT MANAGEMENT SERVICES FOR  
THE LAGO VISTA ISD 2020 BOND PROGRAM**

This Agreement is made and entered into by and between the **LAGO VISTA INDEPENDENT SCHOOL DISTRICT** (“District”), an Independent School District and political subdivision of the State of Texas and

**TERRACON CONSULTANTS, INC.**, by and through its designated officer(s) pursuant to its by-laws or a resolution of its Board of Directors (“Consultant”), both of which may be referred to herein collectively as the “Parties”, to provide Asbestos Abatement Project Management Services and Indoor Air Quality Testing and Certifications for Re-Occupancy as provided herein for the following Project:

**Asbestos Abatement Project Management- Projects Requiring Asbestos Abatement Project Management:**

1. Elementary School Renovation
2. Middle School Renovation
3. Intermediate School Renovation

**IN CONSIDERATION** of the mutual covenants, terms, conditions, privileges and obligations herein contained, District and Consultant do hereby agree as follows:

**I. PERIOD OF SERVICE**

1.1 This Agreement shall take effect upon execution by both Parties and continue in full force and effect for the period required for completion of the duties as set forth in the Scope of Services. Performance for the Project. Services shall commence upon issuance of a Notice to Proceed by the District’s Representative, who shall be so designated in writing by the District and shall terminate upon substantial completion of Consultant’s duties as set forth in the Scope of Services and written acceptance by the District of the work product and services rendered, unless extension or earlier termination shall occur pursuant to any of the provisions hereof.

1.2 If funding the Project is not appropriated during the time this Agreement is entered into, District retains the right to terminate this Agreement at the expiration of each of the District’s budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

**II. SCOPE OF SERVICES**

2.1 Consultant, in consideration for the compensation herein provided, shall render Asbestos Abatement Project Management Services, including Review of Owner’s Existing AHERA Reports, Abatement Scope Verification & Refinement, Preparation of Asbestos Abatement Bidding Documents, Bid Opening & Contractor Selection Recommendations, Field Analysis/Sampling and Laboratory Services prior and during Abatement Work, Abatement Contractor Management, and Post-Abatement Indoor Air Quality Testing and Area Re-Occupancy Clearance Certifications services in connection with the Projects listed above. The Consultant’s work will generally consist of the above-mentioned broad categories of work which will be more specifically defined in the Consultant’s Proposals for Asbestos Abatement Project Management, attached hereto as **Exhibits A, B and C**, respectively.

2.1.1 Review and Field Investigation/Confirmation of all Asbestos Containing Materials.- The Owner has furnished Asbestos Management Plan – Book 1 and Asbestos Management Plan – Book 2 from a third-party service provider which will serve as a reference for the Path-of-Construction and Pre-Demolition Asbestos Survey portion of the Work. The Consultant shall be required to review, field verify, confirm, modify and/or append (as necessary) with new findings to finalize the identification and location of all Asbestos Containing Materials (Herein ACM) within the Existing Buildings or Areas intended to be demolished or renovated.

2.1.2 Preparation of Bidding Documents – Refer to attachment for Owner’s existing AHERA Asbestos Management Plan - Book 1 and for Owner’s existing Asbestos Management Plan – Book 2 and prepare bidding documents which includes any newly identified existing ACM determined from the Review and Investigation Portion of Work described in (2.1.1). The existing ACM locations and quantities for removal at each area shall be depicted using appropriate drawings, plans and elevation/detail sheets so as to accurately depict clear and concise information for the Asbestos Abatement Contractor to use for their Abatement Work. Accompanying specifications for ACM removal procedures complying with all required local, State, and Federal regulations shall be specifically outlined for the abatement contractor to follow.

2.1.3 Bid Opening and Asbestos Abatement Contractor Selection Process – Consultant shall provide services to assist the Owner in the review of qualifications of participating Asbestos Abatement Contractor bidders (or qualified Buy Board or CO-OP contractors) to determine the most responsible, qualifying bidding contractor, verifying their required credentials, certifications, experience, and licenses to perform the asbestos abatement work.

2.1.4 Project Management and Oversight of the Asbestos Abatement Contractor’s Work– Consultant shall provide services to Oversee the Work of the Asbestos Abatement Contractor. This shall include at a minimum, the oversight of the asbestos abatement work in all areas identified within the bidding documents, the management, review & approval of all methods for debris materials containment, the methods for actual asbestos material removal, and oversight assurance that the handling and disposal methods proposed by Contractor comply with all required local, State & Federal laws and regulations. During the asbestos removal work, or resulting from separate, subsequent investigations, the Consultant shall, if required, sample and test additional, suspected materials for ACM and inform the construction team in writing of the certified laboratory findings. Should the sample contain Asbestos, the Consultant shall quantify and specify the areas of ACM in plan and elevation drawing format and communicate this in the form of a change order request to the asbestos abatement contractor. When the change order is submitted by the contractor the Consultant shall review and provide recommendations to the Owner for acceptance, modification and/or rejection. The Consultant shall receive and review all applications for payment by the asbestos abatement contractor and provide recommendations to the Owner for approval or rejection as required. Expected turnaround for the review of Contractor applications for payment shall not exceed five (5) business days to be returned to the Owner.

2.1.5 Post Asbestos Abatement Indoor Air Quality Testing and Release of Areas Having undergone Asbestos Abatement Work for Re-Occupancy– Upon satisfactory completion of asbestos abatement work in each area required by the bidding documents, the Consultant shall provide Indoor Air Quality testing services, either in-house or via procurement through an outsourced Indoor Air Quality laboratory testing service, having the required qualifications and/or certifications to determine if abated areas of work are lawfully “Cleared” for re-entrance, re-occupancy, or demolition activities. A log of all IAQ tests and the accompanying test results/data

and clearance certification documents (by area of abatement) must be diligently maintained and turned over for the Owner's records at the end of the Asbestos Abatement Work.

2.2 All work shall be performed in compliance with the applicable industry standards and as specified in the Construction Documents and Specifications. Consultant shall provide accurate and appropriate information to the construction team in an expedited manner throughout the asbestos abatement Work. If and when supplemental or additional field investigation testing is necessary, the sampling and laboratory work should be performed in an urgent and expedited manner, allowing progress of the Abatement work to continue and with the least amount of impacts to the Asbestos Abatement work schedule. Consultant shall prepare a final report in accordance with the industry standards and requirements, or such other industry procedural standards required by the Project Plans and Specifications.

2.3 All Services performed under this Agreement must be conducted in full conformance with Title 25, Chapter 296 of the Texas Department of State Health Services (DSHS) Asbestos Health Protection Rules. Persons retained by Consultant to perform the services required by the scope of this RFQ shall be employees or subcontractors of Consultant, and all services shall be performed by qualified personnel under the supervision of a licensed professional, licensed or otherwise qualified by the State under Chapter 296. All reports submitted to the District, and any other deliverables providing a professional opinion, shall bear the licensed Consultant's signature and seal if applicable. The Consultant shall attend all meetings of any official nature concerning the subject matter of the Consultant's engagement under this Agreement, including but not limited to Scope Meetings, Review Meetings and other meetings as may be required by the Project Representative or the Architect for the Project.

2.4 Consultant shall complete all work on the Project in compliance with this Agreement, in a timely fashion consistent with the construction schedule and agrees to staff the Project with sufficient necessary, qualified personnel to the Project, in order not to delay or disrupt the progress of the Project.

### **III. COORDINATION WITH THE DISTRICT**

3.1 Consultant shall hold periodic conferences with District's representative, so that the Project, as developed, will have the full benefit of District's experience and knowledge of existing needs and facilities and be consistent with the District's current policies and standards. The District shall make available, for Consultant's use, all existing plans, maps, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this Project, if any, as may be requested by Consultant at no cost to Consultant, but does not warrant the accuracy of such documents.

3.2 The District's representative shall act on behalf of District with respect to the work performed under this Agreement, and shall have complete authority to transmit instructions, receive information, and interpret and define District's policies and decisions with respect to materials, equipment elements and systems pertinent to Consultant's services.

3.3 The District shall provide written notice to the Consultant of any errors or omissions discovered in the Consultant's services, or performance, or of any development that affects the scope or timing of Consultant's services.

3.4 Consultant shall complete all applications and furnish all required data compiled by Consultant for District's use in obtaining any permits or approvals from governmental authorities having jurisdiction over the Projects, as may be necessary for completion of the Project. Consultant shall not be obligated to develop additional data, prepare extensive reports or appear at hearings in order to

obtain said permits or approvals, unless compensated therefore as provided in Article IV, COMPENSATION.

#### IV. COMPENSATION

4.1 For and in consideration of the services to be rendered by Consultant, District shall pay Consultant a fee not to exceed that set forth in this Article IV, COMPENSATION. Nothing contained in this Agreement shall require District to pay for any unsatisfactory work, as determined by District's representative, or for work that is not in compliance with the terms of this Agreement. The District shall not be required to make any payments to Consultant at any time Consultant is in default under this Agreement.

#### 4.2 Basis for Compensation and Invoicing.

4.2.1 The fee for Consultant's base work as defined in the Scope of Services for Asbestos Abatement Project Management shall be determined separately and incorporated in this Agreement by amendment.

4.2.2 The total fee for Consultant's base work as defined in the Scope of Services for Path-of-Construction and Pre-Demolition Asbestos Survey ("Testing") shall not exceed the sum of **Thirteen Thousand Seven Hundred Eighty Five Dollars** (\$13,785.00) ("Testing Base Fee"). The Consultant's hourly rates for testing services are set out in the Consultant's proposals in **Attachments A, B and C**, and are incorporated herein by reference.

4.2.3 Consultant will submit invoices monthly for Testing and Asbestos Abatement Project Management work performed and completed, which have not been included on previous invoices, based upon the Consultant's proposals attached hereto as **Attachments A, B and C** respectively. Payment of invoices shall be due and payable upon not later than thirty (30) days after the District Superintendent's receipt of Consultant's invoice for services, which has been reviewed and approved by the Project Representative. Payment shall be remitted to Terracon Consultants, Inc. Interest shall accrue on overdue balances in accordance with the provisions of the Texas Prompt Payment Act. The scope and quantity of the services provided will be dependent upon services actually authorized and required by the District and performed by the Consultant. Charges will be assessed only for actual services rendered up to the not to exceed fees stated herein.

4.2.4 Consultant will provide separate invoices for each project as identified below:

<u>Project Number</u>	<u>Project Title</u>	<u>Itemized Testing Fee Amounts</u>
171-00012-001-002	Elementary School Renovations	\$6,750.00
171-00012-001-003	Middle School Renovations	\$2,850.00
171-00012-001-005	Intermediate School Renovations	\$4,185.00

4.3 Modifications. Consultant and District acknowledge that the Testing and Consultant Fees, as set out above, has been established based upon the total estimated costs of services to be rendered under the Agreement. Compensation for additional services shall be subject to renegotiation in accordance with Section 4.4 below and approved by the Board of Trustees.

4.4 Additional Professional Services. Consultant may be required to perform the additional services in connection with this Agreement including, but not limited to, the following:

4.4.1 Acting as an expert witness in any litigation with third parties, arising in connection with the Project, including the preparation of environmental data and reports and providing testimony as necessary.



4.4.2 Services after the completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantee called for in any contract for the Project.

4.4.3 Additional copies of reports, drawings and specifications over the number specified in this Agreement.

4.5 Compensation for Additional Professional Services. Compensation for such additional services shall be subject to prior approval of the District and approval of the Board of Trustees if additional funds not provided for in the initial budget are required to cover such services. Should Consultant be directed in writing by District's representative to perform these services, compensation shall be paid by District to Consultant as authorized in writing by District's representative, based on one or more of the following:

- (1) Based upon the hourly rates set out in **Attachments A, B and C.**
- (2) Lump sum per item of work – to be negotiated.
- (3) Lump sum – to be negotiated.

## **V. OWNERSHIP AND RETENTION OF DOCUMENTS AND ACCESS TO LAB RESULTS**

5.1 Upon completion or termination of the Project, or upon request by the District, all documents and information, in whatever form, given to, prepared or assembled by the Consultant in connection with its performance of its duties under this Agreement shall become the sole property of the District and shall be delivered at no cost to the District without restriction on future use. Documents and information covered by this paragraph shall include, but not be limited to, reports, test results, field notes and other data. The District shall have free and immediate access to all such information at all times during the term of this Agreement with the right to make and retain copies documents, notes and data, whether or not the Project has been completed. Prior to surrender of the documents and information, Consultant may make copies of any and all documents for its files, at its sole cost and expense. Consultant shall not be liable for any unauthorized reuse or modification of its documents, reports or other work products.

5.2 At any time during the Project, upon reasonable notice and during normal business hours, the District shall have the right to unrestrained direct access to laboratories and testing facilities used by Consultant for work performed by Consultant under this Agreement; and the District shall have the unrestricted right to obtain original or duplicate copies of reports and testing results directly from the lab or testing facility used by Consultant.

5.3 The Consultant agrees to maintain all books, records, testing samples, and reports required under this contract for the minimum period required by state law for record retention, but in no event less than ten (10) years after final payment is made and all pending matters are closed. Prior to the destruction or disposal of any records, testing samples, or reports, the Consultant will notify the District within 30 days of the scheduled destruction or disposal of said records, samples, or reports and give the District an opportunity to obtain possession of, retain and store same at its own cost. In addition, the Consultant shall maintain an acceptable cost accounting system during the term of this Agreement. The Consultant agrees to provide the District, or any of their duly authorized representatives, access to any books, documents, papers and records of the Consultant which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcriptions.

5.4 Consultant shall notify District, immediately, in the event Consultant receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Consultant understands and agrees that District will process and handle all such requests.

## VI. TERMINATION OF AGREEMENT

### 6.1 Termination Without Cause.

6.1.1 This Agreement may be terminated by District without cause, prior to District's representative giving Consultant written Notice to Proceed, should District's representative, in its sole discretion, determine that it is not in District's best interest to proceed with this Agreement. Such notice shall be provided in accordance with the notice provisions contained in this Agreement, and shall be effective immediately upon delivery to the Consultant.

6.1.2 This Agreement may be terminated by the District at any time after issuance of the District's representative's Notice to Proceed, either for the District's convenience or because of Consultant's failure to fulfill the contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the District.

6.1.3 If the termination is for the convenience of the District, and following inspection and acceptance of Consultant's services properly performed prior to the effective date of termination, an equitable adjustment in the contract price shall be made for work properly performed prior to notice of termination and receipted by the District. Consultant shall not, however, be entitled to lost or anticipated profit on unperformed services, should District choose to exercise its option to terminate, nor shall Consultant be entitled to compensation for any unnecessary or unapproved work performed during time between the issuance of the District's notice of termination and the actual termination date.

6.1.4 If the termination is due to Consultant's failure to fulfill its obligations, the District may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Consultant shall be liable to the District for any additional cost occasioned to the District thereby.

6.1.5 If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the District. In such event, an equitable adjustment in the contract price shall be made as provided in paragraph 6.1.3 of this clause.

6.1.6 The rights and remedies of the District provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

6.1.7 This Agreement may be terminated by the Consultant, at any time after issuance of the District's representative's Notice to Proceed, upon ninety (90) calendar days written notice provided in accordance with the Notice provisions contained in this Agreement.

6.2 Defaults with Opportunity for Cure. Should Consultant fail, as determined by the District's representative, to satisfactorily perform the duties set out in Article II. SCOPE OF SERVICES, or comply with any covenant herein required, such failure shall be considered an Event of Default. In such event, the District shall deliver written notice of said default, in accordance with the notice provisions contained in this Agreement, specifying the specific Events of Default and the action necessary to cure such defaults. Consultant shall have ten (10) calendar days after receipt of the written notice to cure such default. If Consultant fails to cure the default within such cure period, or take steps reasonably calculated to cure such default, District shall have the right, without further notice, to terminate this Contract in whole or in part as District deems appropriate, and to contract with another Consultant to complete the work required by this Agreement. District shall also have the right to offset the cost of said new agreement with a new Consultant against Consultant's future or unpaid invoice(s), subject to any statutory or legal duty, if any, on the part of District to mitigate its losses.

6.3 Termination for Cause. Upon the occurrence of one (1) or more of the following events, and following written notice to Consultant given in accordance with the notice provisions contained in this Agreement, District may immediately terminate this Contract, in whole or in part, "for cause":

6.3.1 Consultant makes, directly or indirectly through its employees or representatives, any material misrepresentation or provides any materially misleading information to District in connection with this Agreement or its performance hereunder; or

6.3.2 Consultant violates or materially fails to perform any covenant, provision, obligation, term or condition of a material nature contained in this Agreement, except those events of default for which an opportunity to cure is provided herein; or

6.3.3 Consultant fails to cure, or initiate steps reasonably calculated to cure, a default as required by this Agreement, within the time period required for cure; or

6.3.4 Consultant violates any rule, regulation or law to which Consultant is bound or shall be bound under the terms of this Agreement; or

6.3.5 Consultant attempts the sale, transfer, pledge, conveyance or assignment of this Agreement contrary to the terms of this Agreement.

6.3.6 Consultant ceases to do business as a going concern; makes an assignment for the benefit of creditors; admits in writing its inability to pay debts as they become due; files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue) and such petition is not dismissed within forty-five (45) days of filing; or if a receiver, trustee or liquidator is appointed for it, or its joint venture entity, or any substantial part of Consultant's assets or properties.

6.4 Termination by Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

6.5 Orderly Transfer Following Termination. Regardless of how this Agreement is terminated, Consultant shall effect an orderly transfer to District or to such person(s) or firm(s) as the District may designate, at no additional cost to District. Upon the effective date of expiration or termination of this Agreement, Consultant shall cease all operations of work being performed by Consultant, or any of its subcontractors, pursuant to this Agreement. All completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced, or provided to Consultant, in connection with the services rendered by Consultant under this Agreement, regardless of storage medium, shall be transferred to District. Such record transfer shall be completed within thirty (30) calendar days of the termination date and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents.

6.6 Claims for Outstanding Fees. Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Consultant shall submit to District its claims, in detail, for the monies owed by District for services performed under this Agreement through the effective date of termination. **Failure by Consultant to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of District and constitute a waiver by Consultant of any and all right or claims to collect moneys that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.**

6.7 Termination Not Sole Remedy. In no event shall District's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of District's remedies, nor shall such

termination limit, in any way, at law or at equity, District's right to seek damages from or otherwise pursue Consultant for any default hereunder or other action.

## **VII. SUSPENSION OF WORK UNDER AGREEMENT**

7.1 Right of District to Suspend. District may suspend this Agreement for any reason, with or without cause, upon the issuance of written Notice of Suspension in accordance with the Notice provisions contained in this Agreement. Such suspension shall take effect upon the date specified in such notice; provided, however, such date shall not be earlier than the tenth (10th) day following receipt by Consultant of said notice. The Notice of Suspension will set out the reason(s) for the suspension and the anticipated duration of the suspension, but will in no way guarantee the total number of days of suspension.

7.2 Consultant's Right to Terminate in Event of Suspension of Agreement. In the event such suspension exceeds one hundred and twenty (120) calendar days, Consultant shall have the right to terminate this Agreement. Consultant may exercise this right to terminate by issuing a written Notice of Termination to the District, delivered in accordance with the Notice provisions contained in this Agreement after the expiration of one hundred and twenty (120) calendar days from the effective date of the suspension. Termination pursuant to this paragraph shall become effective immediately upon receipt of said written notice by District and such termination shall be subject to all the requirements set out in Paragraphs 6.5 and 6.6 above, related to the Orderly Transfer and Fee Payment.

### 7.3 Procedures Upon Receipt of Notice of Suspension.

7.3.1 Upon receipt of a notice of suspension and prior to the effective date of the suspension, Consultant shall, unless otherwise directed, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement.

7.3.2 Consultant shall prepare a statement showing in detail the services performed under this Agreement prior to the effective date of suspension.

7.3.3 Copies of all completed or partially completed studies, plans and other documents prepared under this Agreement prior to the effective date of suspension shall be prepared for possible delivery to the District but shall be retained by Consultant until such time as Consultant may exercise the right to terminate.

7.3.4 During the period of Suspension, Consultant shall have the option to at any time submit the above referenced statement to the District for payment of any unpaid portion of the prescribed fee for services which have actually been performed to the benefit of the District under this Agreement, adjusted for any previous payments of the fee in question.

7.3.5 In the event Consultant exercises its right to terminate this Agreement at any time after the effective Suspension date, Consultant shall submit, within forty-five (45) calendar days after receipt by District of Consultant's notice of termination (if he has not previously done so) the above referenced statement showing in detail the services performed under this Agreement prior to the effective date of suspension. Failure by Consultant to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of District and constitute a waiver by Consultant of any and all right or claims to collect moneys that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.3.6 Upon the above conditions being met, the District's review of the submissions and finding the claimed compensation to be appropriate to the terms of this Agreement, the District shall pay

Consultant that portion of the agreed prescribed fee for those as yet uncompensated services actually performed under this Agreement to the benefit of the District, adjusted for any previous payments of the fee in question.

**VIII. INSURANCE REQUIREMENTS**

8.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish an original completed Certificate of Insurance to District’s representative, which shall be clearly labeled with the Project name and which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, containing all required information referenced or indicated thereon. District shall have no duty to pay or perform under this Agreement until such certificate shall have been delivered to District’s representative, and no officer or employee shall have authority to waive this requirement.

8.2 The District reserves the right to review the insurance requirements of this Article during the effective period of this Contract and to modify insurance coverage and limits when deemed necessary and prudent by the District based upon changes in statutory law, court decisions, or circumstances surrounding this Contract, but in no instance will the District allow modification whereupon the District may incur increased risk.

8.3 Consultant’s financial integrity is of interest to District, therefore, subject to Consultant’s right to maintain reasonable deductibles in such amounts as are approved by District, Consultant shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Consultant’s sole expense, insurance coverage written on an occurrence basis, except for professional liability, by companies authorized, approved or admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to District, in the following types and amounts:

<u>Worker’s Compensation:</u> (Including Waiver of Subrogation Endorsement)	All liability arising out of Consultant’s employment of workers and anyone for whom Consultant shall be liable for Worker’s Compensation claims. Worker’s Compensation is required and no "alternative" form of insurance shall be permitted.
---	---

<u>Employer’s Liability:</u>	\$1,000,000.00
------------------------------	----------------

<u>Commercial General Liability:</u>	
Occurrence	\$1,000,000.00
Aggregate	\$2,000,000.00
Personal & Advertising Injury	\$1,000,000.00 each person
Products & Completed Operations	\$1,000,000.00 for one (1) year commencing with issuance of Final Certificate of Payment

<u>Automobile Liability:</u>	\$1,000,000.00 combined single limit
------------------------------	--------------------------------------

<u>Property Damage:</u>	
Occurrence	\$1,000,000.00
Aggregate	\$2,000,000.00
Independent Contractors	\$1,000,000.00 Occurrence    \$2,000,000.00 Aggregate

<u>Umbrella or Excess Liability</u> Each Occurrence and	(a) One times Contract amount for all Contracts with the following minimum and maximum:
--	---

Aggregate

- (i) \$1,000,000.00 minimum limit
- (ii) \$5,000,000 maximum limit
- (b) The Umbrella shall provide coverage over the workmen's compensation, comprehensive general liability and comprehensive automobile liability.

Professional Liability:

\$1,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any negligent act, malpractice, error or omission in professional services. If written on a claims made basis, Consultant shall provide coverage for an additional 25 months after the completion date of the contract.

8.4 The General Liability and Automobile issued in the name of Consultant shall also name the District as an additional insured. The coverage afforded to the additional insured under the policy or policies shall be primary insurance and provide any defense provided by the policy. It is the intent of the parties to this Agreement that the General Liability coverage required herein shall be primary to and shall seek no contribution from all insurance available to District, with District's insurance being excess, secondary and non-contributing. The Commercial General Liability coverage provided by Consultant shall be endorsed to provide such primary and non-contributing liability. If the additional insured has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis.

8.5 Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of District.

8.6 The District shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the District, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Consultant shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to District at the address provided in this Agreement for Notice, within ten (10) days of the requested change. Consultant shall pay any costs incurred as a result of said changes.

8.7 When there is a cancellation, non-renewal or material change in coverage which is not made pursuant to a request by District, Consultant shall notify District of such and shall give such notices not less than thirty (30) days prior to the change, if Consultant knows of said change in advance, or ten (10) days' notice after the change, if the Consultant did not know of the change in advance. In the event of cancellation or non-renewal, such notice must be accompanied by a replacement Certificate of Insurance. All notices under this Article shall be given to District at the address provided in the Notice section of this Contract.

8.8 If Consultant fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, District may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; however, procuring of said insurance by District is an alternative to other remedies District may have, and is not the exclusive remedy for failure of Consultant to maintain said insurance or secure such endorsement. In addition to any other remedies District may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, District shall have the right to order Consultant to stop work hereunder, and/or withhold

any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof. A stop work order given to Consultant by District in accordance with this Article shall not constitute a Suspension of Work under this Agreement.

8.9 It is agreed that Consultant's insurance shall be deemed primary with respect to any insurance or self-insurance carried by District for liability arising out of operations under this Agreement.

8.10 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractors' performance of the work covered under this Agreement.

## **IX. INDEMNIFICATION**

9.1 Consultant whose work product is the subject of this contract for asbestos project management services and other related professional services, agrees to INDEMNIFY AND HOLD DISTRICT, INCLUDING ITS OFFICERS AND EMPLOYEES, HARMLESS against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reimbursement of reasonable attorney's fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury (including death), property damage, or other harm for which recovery of damages is sought that may **ARISE OUT OF OR BE OCCASIONED OR CAUSED BY ANY NEGLIGENT ACT, ERROR, OR OMISSION OF CONSULTANT OR ANY AGENT, OFFICER, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANT OF PRIME CONSULTANT** while in the exercise of performance of the rights or duties under this Agreement.

9.2 The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of District, its trustees, officers or employees, in instances where such negligence causes personal injury, death, or property damage. **IN THE EVENT CONSULTANT AND DISTRICT ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE DISTRICT UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. IN THE EVENT DAMAGES ARE BASED ON APPORTIONED LIABILITY REASONABLE ATTORNEYS FEES AND COSTS OF DEFENSE SHALL BE APPORTIONED ON THE SAME BASIS.**

9.3 Consultant shall promptly advise the District, in writing, of any claim or demand against the District or Consultant known to Consultant related to or arising out of Consultant activities under this contract.

9.4 The provisions of this section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

## **X. CONSULTANTS'S LIABILITY AND STANDARD OF CARE**

10.1 Services and testing provided by Consultant under this Agreement will be performed in a manner consistent with that degree of professional care and skill ordinarily provided by competent members of the same profession under similar circumstances and professional license as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of the same profession. Acceptance of reports or other documents by District shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, associates, agents or subcontractors for the accuracy and competency of their testing, reports, assessments or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by District for any defect or error in testing, reports, or assessments and work performed by Consultant, its employees, subcontractors, and agents.

## **XI. CONSULTANT'S WARRANTY UNDER THE PROFESSIONAL SERVICES PROCUREMENT ACT**

11.1 Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for Consultant to solicit or secure this Agreement, and that it has not, for the purpose of soliciting or securing this Agreement, paid, compensated, or agreed to pay or compensate, any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, for any other consideration contingent upon or resulting from the award or making of this Agreement. For breach of the foregoing warranty, the District shall have the right to terminate the Agreement "for cause" under the provisions of this Agreement. However, breach of the warranty required in this provision constitutes fraud by operation of law; therefore, any Consultant found in breach of such warranty, by a final judgment of a Court of competent jurisdiction, shall take no compensation under this Agreement for any services rendered and such forfeiture shall not bar the District from pursuit and collection of any and all other damages, at law and in equity, to which it may be justly entitled. This Agreement is entered into under competency requirements of the Texas Professional Services Procurement Act Governing District employment of engineering and other professionals.

## **XII. ASSIGNMENT OF RIGHTS OR DUTIES**

12.1 By entering into this Agreement, District has approved the use of subcontractors, if any, identified in Consultant's Proposal. No further approval shall be needed for Consultant to use such subcontractors or sub-consultants as are identified in Consultant's Proposal.

12.2 Except as otherwise required herein, Consultant may not sell, assign, pledge, transfer or convey any interest in this Agreement nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the prior written consent of District. Project management services required by law to be performed by a licensed professional, or services which, by law, require the supervision and approval of a licensed professional, may only be subcontracted upon the prior written approval of the District. Any other services to be performed under this Agreement may be subcontracted upon the written approval of District's representative. As a condition of consent, if same is given, Consultant shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor consultant, assignee, transferee or subcontractor. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by District in accordance with this Article.

12.3 Any attempt to assign, transfer, pledge, convey or otherwise dispose of any part of, or all of its right, title, interest or duties to or under this Agreement, without said written approval, shall be void, and shall confer no rights upon any third person. Should Consultant assign, transfer, convey or otherwise dispose of any part of, or all of its right, title or interest or duties to or under this Agreement, District may, at its option, terminate this Agreement as provided herein, and all rights, titles and interest of Consultant shall thereupon cease and terminate, notwithstanding any other remedy available to District under this Agreement. The violation of this provision by Consultant shall in no event release Consultant from any obligation under the terms of this Agreement, nor shall it relieve or release Consultant from the payment of any damages to District, which District sustains as a result of such violation.

12.4 Consultant agrees to notify District's representative of any changes in ownership interest greater than thirty percent (30%), or control of its business entity not less than sixty (60) days in advance of the effective date of such change. Notwithstanding any other remedies that are available to District under this Agreement, any such change of ownership interest or control of its business entity may be grounds for termination of this Agreement in accordance with Article VI, TERMINATION.



### **XIII. INDEPENDENT CONTRACTOR**

13.1 Consultant covenants and agrees that (s)he is an independent contractor and not an officer, agent, servant, or employee of District; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors; that the doctrine of *respondeat superior* shall not apply as between District and Consultant, its officers, agents, employees, contractors, and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between District and Consultant.

### **XIV. NOTICES**

14.1 Unless otherwise expressly provided elsewhere in this Agreement, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or on receipt after mailing the same by certified mail, return receipt request with proper postage prepaid, or three (3) days after mailing the same by first class U.S. mail, postage prepaid (in accordance with the "Mailbox Rule"), or when sent by a national commercial courier service such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier.

#### **If intended for District, to:**

Darren Webb, Superintendent of Schools  
Lago Vista Independent School District  
8039 Bar-K Ranch Road  
Lago Vista, Texas 78645

#### **If intended for Consultant, to:**

Richard Ian Howes  
Terracon Consultants, Inc.  
5307 Industrial Oaks Blvd. Ste 160  
Austin, Texas 78735-8821

### **XV. WORK ON SCHOOL DISTRICT PREMISES**

15.1 To the extent that the Work may be performed in connection with an educational facility which is currently occupied and in use, it is imperative that Consultant's operations and the performance of the Work not interfere with, interrupt, disturb, or disrupt District's normal operations or facilities. Consultant agrees to and shall comply with all rules, regulations and requirements of the District and the school campus on which the Work is to be performed and shall take all steps necessary to protect and guard the safety of the employees, students and invitees of District. Consultant shall exercise the utmost skill and judgment to ensure that testing activities will not interfere with the use, occupancy and quiet enjoyment of facilities in use on the site. Consultant recognizes that the ongoing District activities in proximity with its activities shall result in the need for prompt and effective coordination of its services with those involved in the ongoing utilization of the premises and may require additional background checks of its employees and subcontractors, if applicable, as required by Article 15 of this Contract. Such coordination and adequate site access shall be the responsibility of Consultant. Consultant understands and accepts the difficulties and the cost associated with working in an existing facility and the potential delays and disruptions in its Work and has considered such constraints in the negotiation of this Agreement.

15.2 The Consultant shall be responsible for the actions of Consultant's agents, employees and all sub-consultants working under it. The Consultant agrees that if the Project Site is a public-school campus, it shall prohibit the possession or use of alcohol, controlled substances, tobacco, and any

prohibited weapons on the Project Site and shall require adequate dress of the Consultant's forces consistent with the nature of the work being performed. Sexual harassment of employees of the Consultant, or employees or students of the District by employees of the Consultant is strictly forbidden. Any employee of the Consultant who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Consultant, including removal from the job site.

### 15.3 Criminal History Records Checks

15.3.1 **Definitions.** For purposes of this Article 15.3 (and all subsections) the following definitions shall be applicable:

A. "Continuing Duties" shall mean work duties that are performed pursuant to a contract on a regular, repeated basis rather than infrequently or one-time only.

B. "Covered Employees", shall mean, all employees of Consultant, as well as employees of Consultant's subcontractors, consultants or independent contractors (of every tier), who will have Continuing Duties related to the services contracted for herein and the Opportunity for Direct Contact with Students in connection with the subject employee's Continuing Duties.

C. "Disqualifying Criminal History" means: a conviction within the last 30 years, related to one or more of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school: (1) a felony offense under Texas Penal Code Title 5 Offenses Against Persons (homicide; kidnapping, unlawful restraint, smuggling of persons, trafficking of persons, sexual offenses; and assault offenses); (2) an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or (3) an equivalent offense under federal law or the laws of another state.

Consultant shall assume all expenses associated with obtaining criminal history record information, providing the certification, and performing Consultant's responsibilities as set out herein.

D. "Opportunity for Direct Contact with Students" is contact that results from activities that provide a substantial opportunity for verbal or physical interaction with students, and that is not supervised by a certified educator or other professional district employee. An employee is not considered to have an Opportunity For Direct Contact With Students if: (1) the employee's work does not involve the construction alteration or repair of an Instructional Facility; (2) the employee's work involves construction of a new Instructional Facility and the person's duties related to the contacted services will be completed not later than the seventh day before the first date the facility will be used for instructional purposes; or (3) if the employee's work involves an existing Instructional Facility and:

(a) the project site area contains sanitary facilities and is separated from all areas used by students, by a secure barrier fence that is not less than six feet in height; and

(b) the Consultant has adopted a written policy applicable to its employees, as well as employees of its subcontractors (of any tier) and its independent contractors and consultants, which prohibits these parties from interacting with students or entering areas used by students, informs these parties of the policy, and enforces the policy on the Project site and at any other areas where the Work of this Contract will be conducted.

(c) the Consultant has sought and received written approval by the District of the adopted policy (including its enforcement provisions) and Consultant's its means of informing the relevant parties of the existence of the policy.

(d) Consultant certifies that, if it has taken the above precautions or imposed conditions to ensure that the Consultant's employees and employees of

any of its subcontractors, independent contractors, or consultants, will not become Covered Employees, then Consultant will make reasonable efforts to ensure that these precautions or conditions continue throughout the time the contracted services are provided.

E. “Instructional Facility” is defined as real property or improvements to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required under Texas Education Code § 28.002; Texas Education Code § 22.08341(a)(2); and Texas Education Code § 46.01.

15.3.2 Pursuant to Texas Education Code §22.08341, Consultant shall obtain criminal history record information through the Fingerprint-Based Applicant Clearinghouse of Texas (“FACT Clearinghouse”), for all of Consultant’s Covered Employees. To the extent, Consultant does not have a direct contractual connection with a lower-tier subcontractor, Consultant shall require its subcontractor, independent contractors, and consultants, by the terms of their respective contract with Consultant, to obtain the required criminal history record information through the FACT Clearinghouse, for their Covered Employees, and that such subcontractors, independent contractors, and consultants of Consultants subcontractors, require their subcontractors, independent contractors, and consultants of every tier, to timely make the same certifications to the Consultant as those required by the District from the Consultant herein, in order to allow Consultant to timely provide the certifications to the District required by the following paragraph, pursuant to Texas Education Code §22.08341. If Consultant is required by this subsection to obtain criminal history record information through the FACT Clearinghouse, then Consultant will subscribe the FACT Clearinghouse for purposes of receiving updates to the criminal history record information it obtained and shall require the same of its lower-tier subcontractors, independent contractors and consultants, by contract.

15.3.3 If Covered Employees will be working on the Project, before beginning any Work on the Project, Consultant will provide written certification to the District that Consultant that the criminal history review requirements for all Covered Employees working on the District’s Project have been satisfied, and specifically that Consultant:

- A. has obtained the required criminal history record information through the FACT Clearinghouse for its Covered Employees;
- B. has obtained written certification from its subcontractors independent contractors, and consultants (of any tier) that they have obtained the required criminal histories documentation through the FACT Clearinghouse for the subcontractor’s, independent contractors’, and consultants’ Covered Employees; that the criminal history review requirements for all Covered Employees working on the District’s Project have been satisfied; that either none of their respective Covered Employees had a Disqualifying Criminal History, or if a Covered Employee had a Disqualifying Criminal History they have been excluded from assignment to the Project; and that if the subcontractor, independent contractor, or consultant receives information during the performance of this Contract that one of its Covered Employees associated with the Work of this Contract, is subsequently reported to have a Disqualifying Criminal History or offense, it will immediately remove the Covered Employee from the project site or any other District Property where the Work of this Contract will be conducted and notify the Consultant in writing within three (3) business days;
- C. will not assign or permit Covered Employees (of either Consultant or any of its subcontractors, independent contractors, or consultants) with a Disqualifying Criminal History to performing any work on District’s project or on District’s property where the Work of this Contract will be conducted.
- D. if Consultant receives information during the performance of this Contract that a

Covered Employee associated with the Work of this Contract, is subsequently reported to have a Disqualifying Criminal History or offense, it will immediately remove the Covered Employee from the project site or any other District Property where the Work of this Contract will be conducted and notify the District in writing within three (3) business days; and

E. if any employee associated with the work under this Contract is not a Covered Employee will make a reasonable effort to ensure that the reasons the employee is determined not to be a Covered Employee will continue to exist throughout the time the contracted services are provided.

#### **XVI. TESTING AND OBSERVATIONS**

16.1 District understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the locations, and times the procedures were performed. Consultant will select sampling areas/sites and testing materials, provide test results, and provide its professional opinion in accordance with its standard of care based on tests and field observations for the work tested. District understands that testing and observation are not continuous or exhaustive, and District understands that even if conducted in accordance with its standard of care, testing may only reduce, not eliminate project risk. District agrees to the level or amount of testing performed and the associated risk. District is responsible (even if delegated to contractor) for notifying and scheduling Consultant so Consultant can perform Asbestos Abatement Sampling & Testing Services.

#### **XVII. OWNER'S EXISTING AHERA INSPECTIONS & REPORTS**

17.1 Owner's existing AHERA Inspection Report may contain information which varies from actual field conditions. District understands Consultant's Pre-Abatement Survey & Confirmation Work will finalize the delineation of the Scope of Asbestos Abatement Work defined in the Contract (& Bidding) Documents to be performed by the selected Asbestos Abatement Contractor.

#### **XVIII. UTILITIES (Not Used)**

#### **IXX. CONTRACT CONSTRUCTION**

19.1 All parties have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

#### **XX. FAMILIARITY WITH LAW AND CONTRACT TERMS**

20.1 Consultant represents that, prior to signing this Agreement; Consultant has become thoroughly acquainted with all matters relating to the performance of this Agreement, site conditions, all applicable laws, and all of the terms and conditions of this Agreement.

#### **XXI. APPLICABLE LAW AND VENUE**

21.1 This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

21.2 The obligations of the parties to this Agreement shall be performable in the county where the Project is located, and if legal action, such as civil litigation, is necessary in connection therewith, exclusive venue shall lie in that county.

## **XXII. SEVERABILITY**

22.1 In the event any one or more paragraphs or portions of this Agreement are held invalid or unenforceable, such shall not affect, impair or invalidate the remaining portions of this Agreement, but such shall be confined to the specific section, sentences, clauses or portions of this Agreement held invalid or unenforceable.

## **XXIII. FORCE MAJEURE**

23.1 In the event that performance by either party of any of its' obligations or undertakings hereunder shall be interrupted or delayed by any occurrence and not occasioned by the conduct of either party hereto, whether such occurrence be an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not party or privy hereto, then such party shall be excused from performance for a period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and each party shall bear the cost of any expense it may incur due to the occurrence.

## **XXIV. SUCCESSORS**

24.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this Agreement, their assigns.

## **XXV. NON-WAIVER OF PERFORMANCE**

25.1 A waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged.

25.2 No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

## **XXVI. NO THIRD-PARTY BENEFICIARIES AND IMMUNITY**

26.1 For purposes of this Agreement, including its intended operation and effect, the Parties specifically agree and contract that: (1) this Agreement only affects matters/disputes between the Parties to this Agreement, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with District or Consultant or both, or that such third parties may benefit incidentally by this Agreement; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either District or Consultant. Nothing in this Agreement shall be deemed to relinquish, waive, modify or amend any immunity or legal defense available at law or in equity. No provision of this Agreement is consent to suit.

## **XXVII. LEGAL AUTHORITY**

27.1 The signer of this Agreement for District and Consultant each represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of District and

Consultant respectively, and to bind District and Consultant to all of the terms, conditions, provisions and obligations herein contained.

### **XXVIII. CERTIFICATIONS**

28.1 Pursuant to Texas Government Code Chapter 227 1, if this contract is valued at \$100,000 or more and if the Consultant has at least ten (10) full time employees, then the Consultant, by its execution of this Agreement represents and warrants to the District that the Consultant does not boycott Israel and will not boycott Israel during the term of this Agreement. This section does not apply to a sole proprietorship

**Note:** On April 25, 2019, the U.S. District Court for the Western District of Texas entered a preliminary injunction enjoining the enforcement of the then-current version of Texas Government Code Chapter 2271 in any state contract. After the date of the injunction, Chapter 2271 was amended to narrow its applicability and the new statutory requirement is as stated above. As the amended statute may not cure the entire breadth of issues addressed by the injunction, the Owner does not intend to seek enforcement of this this statute until further order of the Court which issued the injunction or higher court having jurisdiction over the issue.

28.2 Pursuant to Texas Government Code Chapter 227 1, the Consultant represents and warrants that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Consultant has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement.

28.3 By signing this Agreement, the undersigned certifies as follows: Under Section 231.006 of the Texas Family Code, to the extent applicable to this Agreement, the Consultant certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified payments and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

### **XXIX. ENTIRE AGREEMENT**

29.1 This Agreement, together with its Attachments embodies the complete Agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written consent of the parties.

29.2 It is understood and agreed by the Parties hereto that changes in local, state or federal rules, regulations or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto and shall become a part hereof as of the effective date of the rule, regulation or law.

### **XXX. ENUMERATION OF CONTRACT DOCUMENTS**

30.1 This Agreement is comprised of the following documents and contains the entire agreement of the parties relative to the purpose(s) of the Agreement and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between parties to the Agreement; in the event of a conflict between or among the below documents, precedence shall be given in the order listed below:

- 30.1.1 The terms and conditions of this Agreement
- 30.1.2 Addenda
- 30.1.3 Certificates of Insurance
- 30.1.4 Owner's RFQ #09-13-2021; and

- 30.1.5 Consultant's Statement of Qualifications submitted in response to Owner's RFQ #09-13-2021
- 30.1.6 District's Asbestos Management Plan Books 1 and 2
- 30.1.7 Consultant's Proposals in Attachment A, B and C

EXECUTED ON THIS, THE \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

**LAGO VISTA INDEPENDENT SCHOOL DISTRICT**

By:

Darren Webb  
Superintendent of Schools

**CONSULTANT**

By:

Richard Ian Howes  
Principal

## ATTACHMENT A

November 11, 2021



Mr. Darren Webb – Superintendent  
Lago Vista Independent School District  
c/o Lockwood, Andrews & Newnam, Inc.  
8911 N. Capital of Texas Highway  
Building 2, Suite 2300  
Austin, Texas 78759

Attn: Mr. Tim Strucely – Program Manager  
T: (512) 338-4212  
E: TDStrucely@lan-inc.com

Re: Proposal for Limited Path-of-Construction and Pre-Demolition Asbestos Survey  
Lago Vista Elementary School – Buildings A, B, C, and D  
20311 Dawn Drive  
Lago Vista, Texas 78645  
Terracon Proposal No. P96217917

Mr. Strucely:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to provide asbestos inspection services at the above-referenced location. We understand the purpose of this survey is to identify asbestos-containing materials (ACM) in select areas where repairs to mechanical, electrical, and plumbing (MEP) systems and architectural finishes are planned (as needed) at Buildings A, B, and C (limited path-of-construction survey of interior/exterior areas) and at Building D (pre-demolition survey) on the Lago Vista Elementary School campus. The scope of services is intended to meet state and federal requirements for asbestos inspection projects conducted prior to renovation or demolition of public buildings. Terracon understands that you will arrange site access if this proposal is accepted.

## PROPOSED SCOPE OF SERVICES

### Task 1 - Asbestos Inspection Services

Terracon will mobilize Texas Department of State Health Services (TDSHS) licensed Asbestos Inspectors to conduct a limited asbestos survey as required by US Environmental Protection Agency (USEPA) regulation 40 CFR Part 61, National Emissions Standards for Hazardous Air Pollutants (NESHAP) and the TDSHS Texas Asbestos Health Protection Rules. Terracon will conduct a visual assessment of the selected building areas to identify materials suspected of containing asbestos (suspect ACM). Suspect materials will be physically assessed for friability and evidence of damage or degradation. Samples of suspect ACM will be collected for



Terracon Consultants, Inc. 5307 Industrial Oaks Boulevard, Ste. 160 Austin, Texas 78735  
P (512) 442-1122 F (512) 442-1181 terracon.com

Environmental

Facilities

Geotechnical

Materials



## Proposal for Asbestos Survey

Lago Vista Elementary School – Buildings A, B, C, and D ■ Lago Vista, Texas  
November 11, 2021 ■ Terracon Proposal No. P96217917



laboratory analysis.

Bulk sample collection will be conducted in general accordance with the protocols outlined in USEPA 40 CFR 763.86. Some isolated damage to building materials will occur during sampling; however, Terracon will attempt to limit such damage to the extent necessary for sample collection. Terracon will not be responsible for preparation, repair and/or repainting of sampled locations.

We have not had the opportunity to visit the campus prior to preparation of this proposal; however, based on the plans provided and our experience with similar projects we estimate up to one hundred fifty (150) samples will be collected for analysis as part of the limited path-of-construction survey associated with the planned repairs to the MEP systems and architectural finishes (Building A, B, and C) and pre-demolition survey (Building D) at the subject site. The homogeneous materials which will be sampled in this investigation may include but will not be limited to: drywall construction, concrete masonry unit (CMU) texture, flooring, ceiling tile, HVAC duct mastic, thermal system insulation mastic, window/door frame caulk, roofing, and other miscellaneous materials.

The scope of the survey will be confined to rooms and areas accessible on the day the survey work is conducted but is intended to access only the interior and exterior areas of Buildings A, B, and C affected by the planned repairs to the MEP systems and architectural finishes (as needed) and the interior/exterior areas of Building D. Sampling cannot be conducted in rooms or areas that are not made available for inspection, and will not be conducted if the materials are inaccessible due to physical barriers, confined spaces or if they cannot be safely reached with available ladders/man-lifts, etc.

An accredited laboratory will analyze bulk material samples by visual estimation using polarized light microscopy (PLM). When PLM sample results of friable materials are greater than zero but less than 10% asbestos, USEPA regulations recommend that the sample be re-analyzed using the more quantitative Point Counting technique, or that the material be considered ACM and subject to NESHAP regulations. If PLM analysis reveals the presence of asbestos, Terracon will contact the client to discuss the merits of point count analysis. Client approval will be obtained before authorizing re-analysis if additional costs will be incurred.

Terracon will prepare a written report describing the sampling methodology and the results of the survey. The report will describe the number, type and location of building material samples collected, the analytical results, the estimated quantity and the condition of materials identified as ACM. CAD drawings depicting the location and extent of ACM will not be included in the report. Estimates of ACM removal costs will not be provided unless specifically requested in advance by the Client. Unless otherwise instructed, one (1) electronic copy of the final report will be submitted to the Client.

## Proposal for Asbestos Survey

Lago Vista Elementary School – Buildings A, B, C, and D ■ Lago Vista, Texas  
November 11, 2021 ■ Terracon Proposal No. P96217917



## SCHEDULE

Terracon is prepared to schedule this work upon receipt of written notice to proceed and when site access can be arranged and confirmed. The on-site inspection and sample collection will require approximately one (1) working day to complete. The laboratory analysis of the samples will require approximately three to five (3-5) additional working days following sample receipt by the laboratory. A verbal report of the analysis results can be given to the Client if requested and the completed survey report will be delivered to the Client approximately ten (10) working days of receipt of laboratory analysis results. If a more rapid turnaround is required, please contact our office so that we can discuss alternatives to perform the project on an accelerated basis.

## SITE ACCESS AND SAFETY

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

## PROJECT BUDGET

The project budget is based on the anticipated scope of work as outlined above. All tasks are presented as lump sum charges. The following is an estimate based upon available data and will not be exceeded without Client approval.

ESTIMATED PROJECT COST	
DESCRIPTION	COST
Asbestos Survey (Lump Sum - includes field time, report, and PLM analysis of up to 150 bulk samples)	<b>\$6,750.00</b>

## Proposal for Asbestos Survey

Lago Vista Elementary School – Buildings A, B, C, and D ■ Lago Vista, Texas  
November 11, 2021 ■ Terracon Proposal No. P96217917



**Additional samples, if required, will be invoiced at \$15.00 each, plus an appropriate quantity of labor at a rate of \$85.00 per hour. Point count analysis, if conducted, will be invoiced at the rate of \$35.00 per sample.**

Terracon's invoice will be submitted to the Client upon completion of the proposed services. If conditions are encountered at the site, which require significant changes in the scope of services or a significant increase in the anticipated number of samples which will increase the cost of the survey, you will be contacted for discussion and approval of such changes before we proceed.

## CONDITIONS

Items to be provided by the Client include:

- The legal right-of-entry to conduct the limited survey.
- Any restrictions or special access requirements regarding the site shall be made known to Terracon prior to site mobilization.
- Any known environmental conditions at the site (i.e., hazardous materials or processes, specialized protective equipment requirements, unsound structural members, etc.) shall also be communicated to Terracon prior to site mobilization.
- A diagram of the building layout such as a scaled Architect's drawing or construction drawings (if available) will be provided to Terracon prior to site mobilization.

## GENERAL COMMENTS

The analysis, comments and recommendations presented in the written report will be based on the information collected as discussed in this proposal. If requested by the client, Terracon may provide a verbal report prior to completion of a final written report. The content of the final written report takes precedence over any verbal reports which may be provided. Please note that Terracon does not warrant the work of laboratories, regulatory agencies or other third parties supplying information used in the preparation of the report. Terracon cannot guarantee a building or building components to be asbestos free.

This proposal has been prepared for Lago Vista Independent School District c/o Lockwood, Andrews & Newnam, Inc. The report prepared as part of the services herein shall be for the exclusive use and reliance of Lago Vista Independent School District c/o Lockwood, Andrews & Newnam, Inc. and shall not be conveyed to third parties without prior written authorization from Lago Vista Independent School District c/o Lockwood, Andrews & Newnam, Inc. and Terracon.

This proposal may be accepted by executing the attached Agreement for Services and returning the executed copy along with this proposal to Terracon. The terms, conditions and limitations stated in the Agreement for Services and this proposal shall constitute the exclusive

**Proposal for Asbestos Survey**

Lago Vista Elementary School – Buildings A, B, C, and D ■ Lago Vista, Texas  
November 11, 2021 ■ Terracon Proposal No. P96217917



terms and conditions and services to be performed for this project. This proposal is valid only if authorized within sixty (60) days from the proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you should have any questions or comments regarding this proposal, please call.

Sincerely,

**Terracon Consultants, Inc.**

Mitch Stogner  
Individual Asbestos Consultant  
TDSHS License No.: 105648  
[mitch.stogner@terracon.com](mailto:mitch.stogner@terracon.com)

A handwritten signature in blue ink, appearing to read "Richard Ian Howes". The signature is fluid and cursive.

Richard Ian Howes  
Individual Asbestos Consultant  
TDSHS License No.: 105406  
[ian.howes@terracon.com](mailto:ian.howes@terracon.com)

Attachments: Agreement for Services

## ATTACHMENT B

November 11, 2021



Mr. Darren Webb – Superintendent  
Lago Vista Independent School District  
c/o Lockwood, Andrews & Newnam, Inc.  
8911 N. Capital of Texas Highway  
Building 2, Suite 2300  
Austin, Texas 78759

Attn: Mr. Tim Strucely – Program Manager  
T: (512) 338-4212  
E: TDStrucely@lan-inc.com

Re: Proposal for Limited Path-of-Construction Asbestos Survey  
Lago Vista Middle School – Building C  
8039 Bar-K Ranch Road  
Lago Vista, Texas 78645  
Terracon Proposal No. P96217916

Mr. Strucely:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to provide asbestos inspection services at the above-referenced location. We understand the purpose of this survey is to identify asbestos-containing materials (ACM) in select areas where repairs to mechanical, electrical, and plumbing (MEP) systems and architectural finishes are planned (as needed) at Building C on the Lago Vista Middle School campus. The scope of services is intended to meet state and federal requirements for asbestos inspection projects conducted prior to renovation or demolition of public buildings. Terracon understands that you will arrange site access if this proposal is accepted.

## PROPOSED SCOPE OF SERVICES

### Task 1 - Asbestos Inspection Services

Terracon will mobilize Texas Department of State Health Services (TDSHS) licensed Asbestos Inspectors to conduct a limited asbestos survey as required by US Environmental Protection Agency (USEPA) regulation 40 CFR Part 61, National Emissions Standards for Hazardous Air Pollutants (NESHAP) and the TDSHS Texas Asbestos Health Protection Rules. Terracon will conduct a visual assessment of the selected building areas to identify materials suspected of containing asbestos (suspect ACM). Suspect materials will be physically assessed for friability and evidence of damage or degradation. Samples of suspect ACM will be collected for laboratory analysis.



Terracon Consultants, Inc. 5307 Industrial Oaks Boulevard, Ste. 160 Austin, Texas 78735  
P (512) 442-1122 F (512) 442-1181 terracon.com

Environmental

Facilities

Geotechnical

Materials

## **Proposal for Limited Asbestos Survey**

Lago Vista Middle School – Building C ■ Lago Vista, Texas

November 11, 2021 ■ Terracon Proposal No. P96217916



Bulk sample collection will be conducted in general accordance with the protocols outlined in USEPA 40 CFR 763.86. Some isolated damage to building materials will occur during sampling; however, Terracon will attempt to limit such damage to the extent necessary for sample collection. Terracon will not be responsible for preparation, repair and/or repainting of sampled locations.

We have had the opportunity to visit portions of the campus prior to preparation of this proposal and we estimate up to sixty (60) samples will be collected for analysis as part of the limited asbestos inspection in the path-of-construction associated with the planned repairs to the MEP systems and architectural finishes at the subject site. The homogeneous materials which will be sampled in this investigation may include but will not be limited to: drywall construction, concrete masonry unit (CMU) texture, flooring, ceiling tile, HVAC duct mastic, thermal system insulation mastic, window/door frame caulk, and other miscellaneous materials.

The scope of the survey will be confined to rooms and areas accessible on the day the survey work is conducted but is intended to access only the interior and exterior areas of Building C affected by the planned repairs to the MEP systems and architectural finishes (as needed). Sampling cannot be conducted in rooms or areas that are not made available for inspection, and will not be conducted if the materials are inaccessible due to physical barriers, confined spaces or if they cannot be safely reached with available ladders/man-lifts, etc.

An accredited laboratory will analyze bulk material samples by visual estimation using polarized light microscopy (PLM). When PLM sample results of friable materials are greater than zero but less than 10% asbestos, USEPA regulations recommend that the sample be re-analyzed using the more quantitative Point Counting technique, or that the material be considered ACM and subject to NESHAP regulations. If PLM analysis reveals the presence of asbestos, Terracon will contact the client to discuss the merits of point count analysis. Client approval will be obtained before authorizing re-analysis if additional costs will be incurred.

Terracon will prepare a written report describing the sampling methodology and the results of the survey. The report will describe the number, type and location of building material samples collected, the analytical results, the estimated quantity and the condition of materials identified as ACM. CAD drawings depicting the location and extent of ACM will not be included in the report. Estimates of ACM removal costs will not be provided unless specifically requested in advance by the Client. Unless otherwise instructed, one (1) electronic copy of the final report will be submitted to the Client.

## **SCHEDULE**

Terracon is prepared to schedule this work upon receipt of written notice to proceed and when site access can be arranged and confirmed. The on-site inspection and sample collection will

## Proposal for Limited Asbestos Survey

Lago Vista Middle School – Building C ■ Lago Vista, Texas

November 11, 2021 ■ Terracon Proposal No. P96217916



require approximately one (1) working day to complete. The laboratory analysis of the samples will require approximately three to five (3-5) additional working days following sample receipt by the laboratory. A verbal report of the analysis results can be given to the Client if requested and the completed survey report will be delivered to the Client approximately ten (10) working days of receipt of laboratory analysis results. If a more rapid turnaround is required, please contact our office so that we can discuss alternatives to perform the project on an accelerated basis.

## SITE ACCESS AND SAFETY

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

## PROJECT BUDGET

The project budget is based on the anticipated scope of work as outlined above. All tasks are presented as lump sum charges. The following is an estimate based upon available data and will not be exceeded without Client approval.

ESTIMATED PROJECT COST	
DESCRIPTION	COST
Asbestos Survey (Lump Sum - includes field time, report, and PLM analysis of up to 60 bulk samples)	<b>\$2,850.00</b>

**Additional samples, if required, will be invoiced at \$15.00 each, plus an appropriate quantity of labor at a rate of \$85.00 per hour. Point count analysis, if conducted, will be invoiced at the rate of \$35.00 per sample.**

Terracon's invoice will be submitted to the Client upon completion of the proposed services. If conditions are encountered at the site, which require significant changes in the scope of



## **Proposal for Limited Asbestos Survey**

Lago Vista Middle School – Building C ■ Lago Vista, Texas

November 11, 2021 ■ Terracon Proposal No. P96217916



services or a significant increase in the anticipated number of samples which will increase the cost of the survey, you will be contacted for discussion and approval of such changes before we proceed.

## **CONDITIONS**

Items to be provided by the Client include:

- The legal right-of-entry to conduct the limited survey.
- Any restrictions or special access requirements regarding the site shall be made known to Terracon prior to site mobilization.
- Any known environmental conditions at the site (i.e., hazardous materials or processes, specialized protective equipment requirements, unsound structural members, etc.) shall also be communicated to Terracon prior to site mobilization.
- A diagram of the building layout such as a scaled Architect's drawing or construction drawings (if available) will be provided to Terracon prior to site mobilization.

## **GENERAL COMMENTS**

The analysis, comments and recommendations presented in the written report will be based on the information collected as discussed in this proposal. If requested by the client, Terracon may provide a verbal report prior to completion of a final written report. The content of the final written report takes precedence over any verbal reports which may be provided. Please note that Terracon does not warrant the work of laboratories, regulatory agencies or other third parties supplying information used in the preparation of the report. Terracon cannot guarantee a building or building components to be asbestos free.

This proposal has been prepared for Lago Vista Independent School District c/o Lockwood, Andrews & Newnam, Inc. The report prepared as part of the services herein shall be for the exclusive use and reliance of Lago Vista Independent School District c/o Lockwood, Andrews & Newnam, Inc. and shall not be conveyed to third parties without prior written authorization from Lago Vista Independent School District c/o Lockwood, Andrews & Newnam, Inc. and Terracon.

This proposal may be accepted by executing the attached Agreement for Services and returning the executed copy along with this proposal to Terracon. The terms, conditions and limitations stated in the Agreement for Services and this proposal shall constitute the exclusive terms and conditions and services to be performed for this project. This proposal is valid only if authorized within sixty (60) days from the proposal date.



**Proposal for Limited Asbestos Survey**

Lago Vista Middle School – Building C ■ Lago Vista, Texas  
November 11, 2021 ■ Terracon Proposal No. P96217916



We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you should have any questions or comments regarding this proposal, please call.

Sincerely,  
**Terracon Consultants, Inc.**

Mitch Stogner  
Individual Asbestos Consultant  
TDSHS License No.: 105648  
[mitch.stogner@terracon.com](mailto:mitch.stogner@terracon.com)

A handwritten signature in blue ink, appearing to read "Richard Ian Howes", is placed on a light yellow rectangular background.

Richard Ian Howes  
Individual Asbestos Consultant  
TDSHS License No.: 105406  
[ian.howes@terracon.com](mailto:ian.howes@terracon.com)

Attachments: Agreement for Services

## ATTACHMENT C

November 11, 2021



Mr. Darren Webb – Superintendent  
Lago Vista Independent School District  
c/o Lockwood, Andrews & Newnam, Inc.  
8911 N. Capital of Texas Highway  
Building 2, Suite 2300  
Austin, Texas 78759

Attn: Mr. Tim Strucely – Program Manager  
T: (512) 338-4212  
E: TDStrucely@lan-inc.com

Re: Proposal for Limited Path-of-Construction Asbestos Survey  
Lago Vista Intermediate School  
20801 FM 1431  
Lago Vista, Texas 78645  
Terracon Proposal No. P96217918

Mr. Strucely:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to provide asbestos inspection services at the above-referenced location. We understand the purpose of this survey is to identify asbestos-containing materials (ACM) in select areas where repairs to mechanical, electrical, and plumbing (MEP) systems and architectural finishes are planned (as needed) at the Main Building and four adjacent portable buildings on the Lago Vista Intermediate School campus. The scope of services is intended to meet state and federal requirements for asbestos inspection projects conducted prior to renovation or demolition of public buildings. Terracon understands that you will arrange site access if this proposal is accepted.

## PROPOSED SCOPE OF SERVICES

### Task 1 - Asbestos Inspection Services

Terracon will mobilize Texas Department of State Health Services (TDSHS) licensed Asbestos Inspectors to conduct a limited asbestos survey as required by US Environmental Protection Agency (USEPA) regulation 40 CFR Part 61, National Emissions Standards for Hazardous Air Pollutants (NESHAP) and the TDSHS Texas Asbestos Health Protection Rules. Terracon will conduct a visual assessment of the selected building areas to identify materials suspected of containing asbestos (suspect ACM). Suspect materials will be physically assessed for friability and evidence of damage or degradation. Samples of suspect ACM will be collected for laboratory analysis.



Terracon Consultants, Inc. 5307 Industrial Oaks Boulevard, Ste. 160 Austin, Texas 78735  
P (512) 442-1122 F (512) 442-1181 terracon.com

Environmental

Facilities

Geotechnical

Materials

## Proposal for Limited Asbestos Survey

Lago Vista Intermediate School ■ Lago Vista, Texas  
November 11, 2021 ■ Terracon Proposal No. P96217918



Bulk sample collection will be conducted in general accordance with the protocols outlined in USEPA 40 CFR 763.86. Some isolated damage to building materials will occur during sampling; however, Terracon will attempt to limit such damage to the extent necessary for sample collection. Terracon will not be responsible for preparation, repair and/or repainting of sampled locations.

We have not had the opportunity to visit the campus prior to preparation of this proposal; however, based on our discussions with you and our experience with similar projects we estimate up to ninety (90) samples will be collected for analysis as part of the limited asbestos inspection in the path-of-construction associated with the planned repairs to the MEP systems and architectural finishes at the subject site. The homogeneous materials which will be sampled in this investigation may include but will not be limited to: drywall construction, concrete masonry unit (CMU) texture, flooring, ceiling tile, HVAC duct mastic, thermal system insulation mastic, window/door frame caulk, and other miscellaneous materials.

The scope of the survey will be confined to rooms and areas accessible on the day the survey work is conducted but is intended to access only the interior and exterior areas of the Main Building and adjacent four portable buildings affected by the planned repairs to the MEP systems and architectural finishes (as needed). Sampling cannot be conducted in rooms or areas that are not made available for inspection, and will not be conducted if the materials are inaccessible due to physical barriers, confined spaces or if they cannot be safely reached with available ladders/man-lifts, etc.

An accredited laboratory will analyze bulk material samples by visual estimation using polarized light microscopy (PLM). When PLM sample results of friable materials are greater than zero but less than 10% asbestos, USEPA regulations recommend that the sample be re-analyzed using the more quantitative Point Counting technique, or that the material be considered ACM and subject to NESHAP regulations. If PLM analysis reveals the presence of asbestos, Terracon will contact the client to discuss the merits of point count analysis. Client approval will be obtained before authorizing re-analysis if additional costs will be incurred.

Terracon will prepare a written report describing the sampling methodology and the results of the survey. The report will describe the number, type and location of building material samples collected, the analytical results, the estimated quantity and the condition of materials identified as ACM. CAD drawings depicting the location and extent of ACM will not be included in the report. Estimates of ACM removal costs will not be provided unless specifically requested in advance by the Client. Unless otherwise instructed, one (1) electronic copy of the final report will be submitted to the Client.

## **SCHEDULE**

Terracon is prepared to schedule this work upon receipt of written notice to proceed and when site access can be arranged and confirmed. The on-site inspection and sample collection will require approximately one (1) working day to complete. The laboratory analysis of the samples will require approximately three to five (3-5) additional working days following sample receipt by the laboratory. A verbal report of the analysis results can be given to the Client if requested and the completed survey report will be delivered to the Client approximately ten (10) working days of receipt of laboratory analysis results. If a more rapid turnaround is required, please contact our office so that we can discuss alternatives to perform the project on an accelerated basis.

## **SITE ACCESS AND SAFETY**

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

## **PROJECT BUDGET**

The project budget is based on the anticipated scope of work as outlined above. All tasks are presented as lump sum charges. The following is an estimate based upon available data and will not be exceeded without Client approval.

<b>ESTIMATED PROJECT COST</b>	
<b>DESCRIPTION</b>	<b>COST</b>
Asbestos Survey (Lump Sum - includes field time, report, and PLM analysis of up to 90 bulk samples)	<b>\$4,185.00</b>

**Additional samples, if required, will be invoiced at \$15.00 each, plus an appropriate quantity of labor at a rate of \$85.00 per hour. Point count analysis, if conducted, will be invoiced at the rate of \$35.00 per sample.**

Terracon's invoice will be submitted to the Client upon completion of the proposed services. If conditions are encountered at the site, which require significant changes in the scope of services or a significant increase in the anticipated number of samples which will increase the cost of the survey, you will be contacted for discussion and approval of such changes before we proceed.

## **CONDITIONS**

Items to be provided by the Client include:

- The legal right-of-entry to conduct the limited survey.
- Any restrictions or special access requirements regarding the site shall be made known to Terracon prior to site mobilization.
- Any known environmental conditions at the site (i.e., hazardous materials or processes, specialized protective equipment requirements, unsound structural members, etc.) shall also be communicated to Terracon prior to site mobilization.
- A diagram of the building layout such as a scaled Architect's drawing or construction drawings (if available) will be provided to Terracon prior to site mobilization.

## **GENERAL COMMENTS**

The analysis, comments and recommendations presented in the written report will be based on the information collected as discussed in this proposal. If requested by the client, Terracon may provide a verbal report prior to completion of a final written report. The content of the final written report takes precedence over any verbal reports which may be provided. Please note that Terracon does not warrant the work of laboratories, regulatory agencies or other third parties supplying information used in the preparation of the report. Terracon cannot guarantee a building or building components to be asbestos free.

This proposal has been prepared for Lago Vista Independent School District c/o Lockwood, Andrews & Newnam, Inc. The report prepared as part of the services herein shall be for the exclusive use and reliance of Lago Vista Independent School District c/o Lockwood, Andrews & Newnam, Inc. and shall not be conveyed to third parties without prior written authorization from Lago Vista Independent School District c/o Lockwood, Andrews & Newnam, Inc. and Terracon.

This proposal may be accepted by executing the attached Agreement for Services and returning the executed copy along with this proposal to Terracon. The terms, conditions and limitations stated in the Agreement for Services and this proposal shall constitute the exclusive

**Proposal for Limited Asbestos Survey**

Lago Vista Intermediate School ■ Lago Vista, Texas  
November 11, 2021 ■ Terracon Proposal No. P96217918



terms and conditions and services to be performed for this project. This proposal is valid only if authorized within sixty (60) days from the proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you should have any questions or comments regarding this proposal, please call.

Sincerely,

**Terracon Consultants, Inc.**

Mitch Stogner  
Individual Asbestos Consultant  
TDSHS License No.: 105648  
[mitch.stogner@terracon.com](mailto:mitch.stogner@terracon.com)

A handwritten signature in blue ink, appearing to read "Richard Ian Howes", is positioned above the printed name and contact information for Richard Ian Howes.

Richard Ian Howes  
Individual Asbestos Consultant  
TDSHS License No.: 105406  
[ian.howes@terracon.com](mailto:ian.howes@terracon.com)

Attachments: Agreement for Services

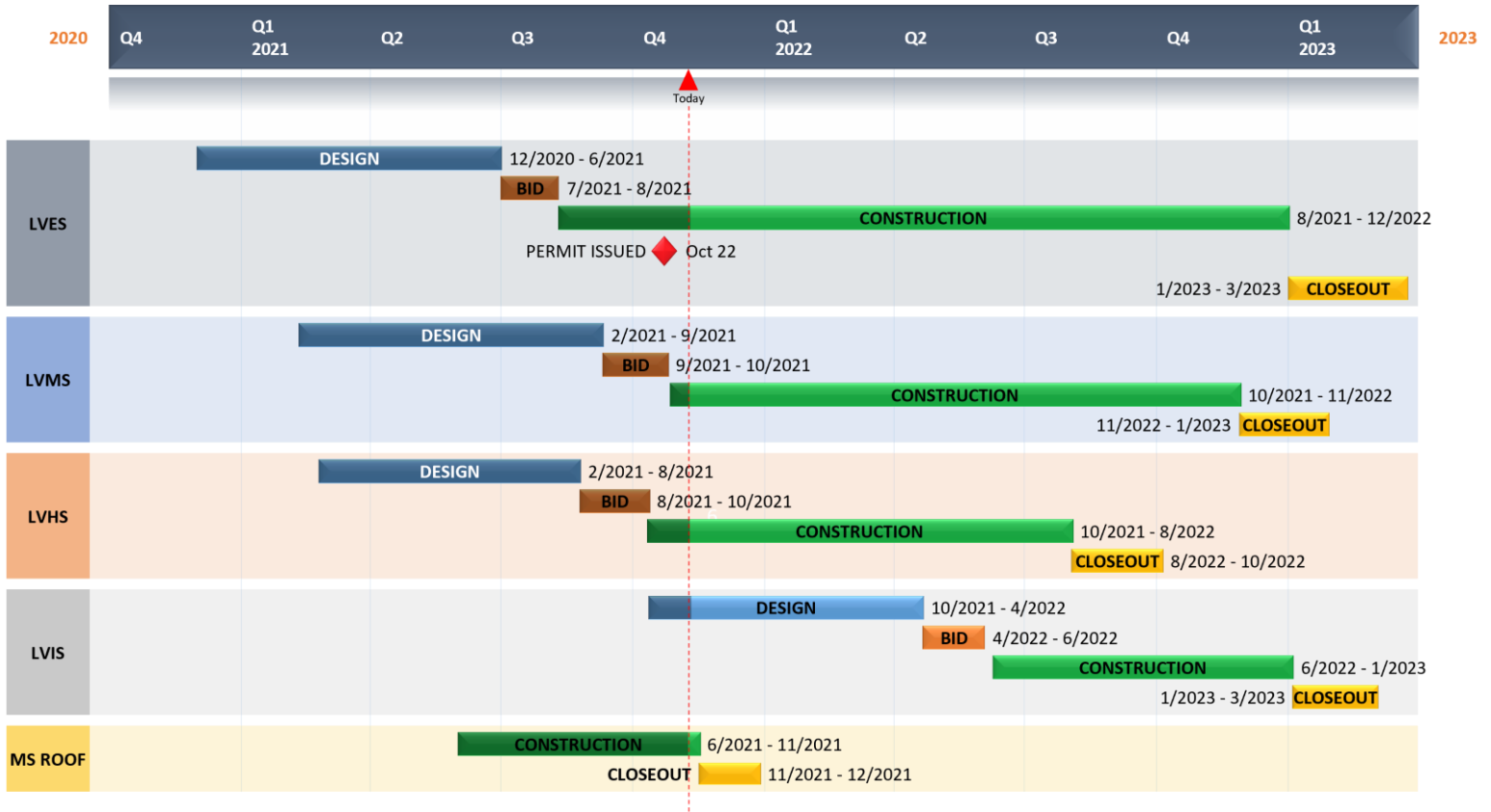


# LAGO VISTA ISD

## MONTHLY 2020 BOND PROGRAM UPDATE

NOVEMBER 2021

### MASTER SCHEDULE



### REVENUES AND EXPENDITURES

Project	Budget	Committed	Expenditures	Unencumbered
Elementary School	\$17,513,420	\$16,279,551	\$1,166,938	\$1,233,869
Middle School	\$8,773,638	\$8,169,148	\$428,630	\$604,490
MS Roof	\$1,911,023	\$1,895,908	\$1,745,882	\$15,115
High School	\$11,109,413	\$10,413,223	\$600,314	\$696,190
Intermediate School	\$4,191,322	\$413,639	\$29,242	\$3,777,683
Land Acquisition	\$831,184	\$0	\$0	\$831,184
<b>Totals</b>	<b>\$44,330,000</b>	<b>\$37,171,469</b>	<b>\$3,971,006</b>	<b>\$7,158,531</b>







**ELEMENTARY SCHOOL CLASSROOM ADDITION**





STAAR 2021: LVISD Compare to Texas

	<b>LVISD Approaches</b>	<b>State Approaches</b>	<b>LVISD Meets</b>	<b>State Meets</b>	<b>LVISD Masters</b>	<b>State Masters</b>
3rd Grade Math	73.86%	61%	30.68%	30%	12.50%	14%
3rd Grade Reading	80.68%	68%	48.86%	38%	28.41%	19%
4th Grade Math	63.92%	58%	32.99%	35%	14.43%	21%
4th Grade Reading	76.04%	63%	51.04%	36%	23.96%	18%
4th Grade Writing	70.97%	53%	36.56%	26%	11.83%	8%
5th Grade Math	70.09%	69%	36.45%	43%	18.69%	24%
5th Grade Reading	75.70%	72%	52.34%	45%	38.32%	30%
5th Grade Science	65.09%	61%	32.08%	30%	10.38%	12%
6th Grade Reading	70.00%	61%	41.00%	31%	17.00%	14%
6th Grade Math	71.03%	66%	30.84%	34%	7.48%	14%
7th Grade Reading	74.49%	68%	55.10%	44%	35.71%	25%
7th Grade Math	59.21%	54%	6.58%	25%	1.32%	11%
7th Grade CR Math	93.55%	60%	64.52%	35%	9.68%	10%
7th Grade Writing	74.29%	61%	43.57%	31%	14.29%	9%
8th Grade Reading	70.89%	72%	40.51%	45%	22.78%	21%
8th Grade Math	40.00%	60%	5.45%	35%	1.82%	10%
8th Grade Algebra I	100%	37%	100%	9%	100%	4%
8th Grade Science	75.89%	67%	41.96%	42%	18.75%	23%
8th Grade Social Studies	67.59%	44%	35.19%	27%	13.89%	13%
English I	79.26%	32%	57.78%	13%	10.37%	2%
English II	82.54%	36%	69.05%	20%	14.29%	3%
Algebra I	81.30%	37%	34.15%	9%	12.20%	4%
Biology	84.17%	50%	52.52%	21%	10.79%	6%
US History	95.86%	75%	80.69%	44%	58.62%	17%



Capital Area Regional Day School Program for the Deaf

Shared Services Arrangement  
between  
Round Rock Independent School District  
and

Bartlett Independent School District, Coupland Independent School District,  
Granger Independent School District, Taylor Independent School District,  
Thrall Independent School District, Burnet Consolidated Independent School District,  
Eanes Independent School District, Florence Independent School District,  
Georgetown Independent School District, Hutto Independent School District,  
Jarrell Independent School District, Lago Vista Independent School District,  
Lake Travis Independent School District, Leander Independent School District,  
Liberty Hill Independent School District, Manor Independent School District,  
Marble Falls Independent School District, Pflugerville Independent School District,  
and Llano Independent School District

WHEREAS, the Texas Legislature and Texas Education Agency have determined that school districts may enter into a Shared Service Arrangement (SSA) to jointly operate a specific education program; and

WHEREAS, Round Rock Independent School District, Bartlett Independent School District, Coupland Independent School District, Granger Independent School District, Taylor Independent School District, Thrall Independent School District, Burnet Consolidated Independent School District, Eanes Independent School District, Florence Independent School District, Georgetown Independent School District, Hutto Independent School District, Jarrell Independent School District, Lago Vista Independent School District, Lake Travis Independent School District, Leander Independent School District, Liberty Hill Independent School District, Manor Independent School District, Marble Falls Independent School District, Pflugerville Independent School District, and Llano Independent School District shall agree to enter into a Shared Service Arrangement to be known as the Capital Area Regional Day School Program for the Deaf (Capital Area RDSPD) and shall agree to cooperatively provide educational services to students from 0-22 years of age who meet the conditions for eligibility as Auditory Impaired or Deaf/Hard of Hearing and who are placed in the RDSPD by an ARD/IEP committee. The following shall be agreed upon:

**TERMINOLOGY**

Students who meet the state eligibility requirements for “Auditory Impaired” will be

referred to in this agreement as “Deaf/Hard of Hearing.” For purposes of this SSA, the term “Auditory Impaired” is synonymous with “Deaf/Hard of Hearing.”

## **1.0 PURPOSE OF THE SHARED SERVICE ARRANGEMENT**

The Capital Area SSA shall enable member districts to provide a quality educational program with the necessary supportive and supervisory services for students who meet the conditions for eligibility as Deaf/Hard of Hearing as defined by state and federal law. Educational alternatives available shall range from general education with supportive services to full-day specialized classes. Additional services shall include: inclusion support services, speech therapy, audiology services, counseling services, and educational diagnostic services and other services as determined by an Admission, Review, and Dismissal (ARD) Committee. Each student is placed in the least restrictive instructional arrangement best suited to meet the individual need, as determined by an ARD committee meeting. The Capital Area SSA shall follow the rules and regulations developed by the Texas Education Agency (TEA) regarding educational services for students 0-22 years of age who meet the conditions for eligibility as Deaf/Hard of Hearing.

## **2.0 MEMBERSHIP IN THE SHARED SERVICE ARRANGEMENT**

The Capital Area SSA shall be composed of Round Rock Independent School District, Bartlett Independent School District, Coupland Independent School District, Granger Independent School District, Taylor Independent School District, Thrall Independent School District, Burnet Consolidated Independent School District, Eanes Independent School District, Florence Independent School District, Georgetown Independent School District, Hutto Independent School District, Jarrell Independent School District, Lago Vista Independent School District, Lake Travis Independent School District, Leander Independent School District, Liberty Hill Independent School District, Manor Independent School District, Marble Falls Independent School District, Pflugerville Independent School District, and Llano Independent School District.

### **2.1 Non-Member Participation in the Shared Service Arrangement**

Non-member school districts having a student who meets the conditions for eligibility as Deaf/Hard of Hearing may request services from the Capital Area SSA, if desired. The request for placement consideration shall be made in writing to the Capital Area SSA Management Board chairperson or designee for the purpose of presenting and clarifying information regarding the specific needs of the student(s) being considered for Capital Area SSA services. Acceptance shall be contingent upon the availability of the Capital Area SSA to provide a free, appropriate education with the necessary support service(s) to the student. Acceptance shall also be contingent on the non-member entering into an Interlocal Agreement with Capital Area Regional Day School for the Deaf.

Non-member districts will be charged the same annual fee per student

(determined by the counts on the December 1<sup>st</sup> Snapshot and the 3<sup>rd</sup> Friday in January after Winter Break (PEIMS Fall Resubmission Date), as is required of member districts. Included in the rate calculations will be type of service needed, employment of additional staff, student transportation costs, staff travel costs, and any additional costs incurred.

The non-member district will also pay an additional 10% of the member districts' annual fee per student as an administrative fee, plus an amount equal to the Average Daily Attendance (ADA) generated by the student in the non-member home district.

Rates for non-member students and non-member administrative fees will be approved by the fiscal agent, and non-member districts will be informed of such rates prior to the beginning of any service. The fiscal agent will invoice the non-member for services. Payment shall be made to the fiscal agent.

The placement of non-member students shall be reviewed by the ARD committee at any time deemed appropriate and/or necessary. Continued delivery of services to students who are members of the RDSPD SSA will take precedence over non-member district students.

Non-member districts will be solely liable for any and all costs associated with their residentially placed students.

This agreement does not include the provision of interpreter services for a non-member student in any non-instructional program or any extracurricular activity.

## **2.2 New Members Participation in the Shared Service Arrangement**

Any independent school district seeking membership in the Capital Area SSA shall make a written request for membership to the Management Board. Acceptance of membership will be contingent upon the Management Board approval by a majority vote and an agreement by the new member to the terms of this agreement. Written requests must be made no later than January 1 of the current school year.

## **2.3 Withdrawal from the Shared Service Arrangement**

Member districts that want to withdraw from the Capital Area SSA shall inform the Management Board in writing of their intention by January 1<sup>st</sup> of the last fiscal year they intend to remain a member. A withdrawing district will not be entitled to any carryover funds.

## **2.4 Non-Member Charter School Participation in Shared Services Agreement**

Charter Schools are not eligible for membership in the Shared Services Agreement. As a non-member, any Charter School who has a student who meets

the conditions for eligibility as Deaf/Hard of Hearing may request services from the Capital Area SSA, if desired. The request of placement consideration should be made in writing to the Management Board chairperson or designee for the purpose of presenting and clarifying information regarding the specific needs of the student(s) being considered for Capital Area SSA services. Acceptance shall be contingent upon the availability of the Capital Area SSA to provide a free, appropriate education with the necessary support service(s) to the student. Acceptance shall also be contingent on the non-member entering into an Interlocal Agreement with Capital Area Regional Day School for the Deaf.

Charter Schools will be charged in accordance with non-member rates with the exception of consultation fees, which will be charged at a slightly higher rate in accordance with the fee schedule approved by the fiscal agent for non-member students, non-member administrative fees and Charter Schools.

### **3.0 GOVERNANCE OF THE CAPITAL AREA REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF AND APPOINTMENT OF FISCAL AGENT**

The Capital Area SSA shall be governed by the Management Board and directly administered by the fiscal agent district. The Management Board shall be comprised of the Special Education Directors of the member school districts. The policies and procedures shall be established, implemented, and approved by the Management Board. The Board of Trustees of each member district must approve the Capital Area SSA. Round Rock Independent School District (RRISD) shall serve as fiscal agent and program administrator of the Capital Area SSA. The fiscal agent district shall be accredited and provide services for students who meet the conditions for eligibility as Deaf/Hard of Hearing from infants through high school (0-22 years of age).

#### **3.1 The Shared Service Arrangement Management Board Schedule of Meetings**

The Management Board shall meet at least annually to review the SSA and to consider matters pertaining to local, state, and federal laws and rules and Capital Area SSA guidelines, programs, and procedures. The fiscal agent shall be responsible for implementation of Capital Area SSA procedures and the day-to-day management of the RDSPD.

#### **3.2 Chairperson of the Management Board**

The chairperson of the Management Board shall be the Director for Special Education of the fiscal agent district. The chairperson or designee shall preside over and call meetings upon the request of any board member. The RDSPD Supervisor shall be responsible for establishing a convenient meeting date, place, and time and shall notify all board members at least five (5) working days in advance. The Capital Area RDSPD Supervisor's administrative assistant shall serve as secretary of the Capital Area SSA Management Board meetings and will be responsible for the preparation of all minutes of the meetings. The Board shall establish committees, if needed. Emergency meetings may be held as necessary.

The chairperson or designee may conduct telephone polls if an urgent matter precludes members convening. A majority vote of the Directors of the member districts (or their designated representatives) in attendance at a meeting will constitute action by the Board.

#### **4.0 ADMINISTRATIVE RESPONSIBILITIES OF THE CAPITAL AREA RDSPD**

The fiscal agent district shall function as an agent for and on behalf of all member districts and shall:

- a. Administer the program on a day-to-day basis in accordance with the policies of the Capital Area SSA;
- b. Prepare the Standard Application/Budget system and disburse program funds;
- c. Be responsible for program personnel and instructional services;
- d. Maintain all Capital Area SSA records; and
- e. Perform any other such responsibilities normally associated with program administration

#### **5.0 RESPONSIBILITIES OF THE LOCAL EDUCATION AGENCY**

##### **5.1 Provision of Space**

The fiscal agent shall provide suitable and sufficient classroom space to accommodate the needs of students and staff. Office space for support personnel shall also be provided.

##### **5.2 Referral Procedures**

The Local Education Agency (LEA) refers to the member or non-member school district participating in the Capital Area SSA. Each LEA shall be responsible for following referral procedures as outlined in the State Board of Education (SBOE) rules. The LEA shall conduct ARD/IEP committee meetings considering the eligibility and educational needs of students from its district who meet the conditions for eligibility as Deaf/Hard of Hearing. A representative of the Capital Area SSA shall be represented at the ARD Committee meetings required by this paragraph.

##### **5.3 Transportation**

Each Capital Area SSA member district shall assume responsibility for transporting eligible participating students between the student's residence and the program site location.

## **6.0 FISCAL MANAGEMENT**

### **6.1 Application for Funding**

The fiscal agent district shall prepare the application for funding and program approval and submit it for review and approval in accordance with guidelines established by the Texas Education Agency. The Capital Area SSA program shall be funded with Regional Day School funds to the maximum extent possible. Applications shall be reviewed by the Management Board to establish priorities for expenditure of available funds and to facilitate active participation in the process to ensure efficient and effective programming for participating students who meet the conditions for eligibility as Deaf/Hard of Hearing. Application amendments shall be necessary from time to time as priorities for the Capital Area SSA program and students change. The Management Board shall approve amendments prior to submission to the Texas Education Agency. The fiscal agent will submit amendments as needed. Amendments will be presented at scheduled Management Board meetings. The program budget application shall be submitted to the Texas Education Agency for approval. The budget shall be prepared and administered in accordance with state law and TEA guidelines.

### **6.2 Tuition and Billing**

Each LEA shall contribute a per-pupil tuition fee to offset expenditures that exceed all total state and federal allocations. The per-pupil tuition fee shall be calculated with consideration of the shortfall amount, overall operating budget, and the number of students enrolled in the Capital Area SSA as of a December 1<sup>st</sup> snapshot. Member LEAs will be invoiced prior to April 1<sup>st</sup> of each year with a set student tuition rate for each student (age 0-22) receiving direct services from Capital Area RDSPD, and a separate rate for each student receiving consult services (ages 3-22). Additionally, for students receiving services at a cluster site campus in RRISD, a small percentage will be added as an indirect fee to help offset support provided by RRISD staff and facilities usage incurred by the fiscal agent and cluster site host.

Member LEAs will have an opportunity to update and correct student data information that may impact student invoicing to a member district between December 1<sup>st</sup> and the end of the 3<sup>rd</sup> Friday in January after Winter Break (PEIMS Fall Resubmission Date). During this period, LEAs who have enrolled RDSPD students will have the opportunity to make corrections to the Capital Area RDSPD database, as well as their PEIMS submission. Member districts failing to update student data information by the date set forth herein will be required to submit payment as invoiced.

During this same time period from December 1<sup>st</sup> through the end of the 3<sup>rd</sup> Friday in January after Winter Break (PEIMS Fall Resubmission Date), invoicing may be modified based upon the following:

- If a Capital Area RDSPD SSA eligible student moves from one Capital Area RDSPD SSA LEA to another Capital Area RDSPD SSA LEA, then each district shall pay half of the tuition (i.e., both districts will be invoiced for half of the year each).
- If a Capital Area RDSPD SSA eligible student moves out of a Capital Area RDSPD SSA LEA, the LEA where the student was served for half the year shall pay half of the tuition for that year.
- If a Capital Area RDSPD SSA eligible student transfers into a Capital Area RDSPD SSA LEA from outside of a Capital Area RDSPD SSA LEA, the receiving district would be charged half of the tuition for the remainder of the school year.

This applies to infants, itinerant school-age, and cluster served students.

### **6.3 Shared Service Arrangement Budget Shortfall**

In the event that uncontrollable costs are incurred by the Capital Area RDSPD, member districts will be notified in writing by April 1<sup>st</sup> of the fiscal year regarding the unexpected and unplanned costs to be charged back to member districts and the maximum total of their estimated shared costs.

### **6.4 Legal Responsibility**

Each member and non-member school district shall negotiate and be solely responsible for legal fees due to complaints, grievances, or litigation concerning programming brought by resident students or parents who reside within member and non-member districts. The Capital Area SSA will work collaboratively with member and non-member LEAs toward resolution of any disagreement.

Expenditures incurred with relation to grievances, lawsuits, or any other legal action pertaining to the SSA filed by RDSPD employees shall be the responsibility of the fiscal agent.

### **6.5 LEA Responsibility for Outside Contracts**

The LEAs' boards of education shall maintain ultimate responsibility for the education of students within their districts. Each member district shall negotiate and be solely responsible for payment of individual contracts with non-public schools, governmental agencies, residential placements, or other school districts for the provision of special education and related services to individual students



who meet the conditions for eligibility as Deaf/Hard of Hearing residing in the member district. If such contracts become necessary in order for a member district to provide its resident student with a free appropriate public education in accordance with applicable federal and state laws, costs resulting from litigation and/or residential placement shall be the responsibility of the local member district.

**6.6 Budget for Personnel Salaries**

The fiscal agent shall budget Capital Area SSA personnel salaries and fringe benefits in accordance with schedules and guidelines for other fiscal agent employees.

**6.7 Budget for Materials, Supplies, and Contracted Services**

The fiscal agent shall purchase all materials, supplies, and contract services through the established system in place for the district. All non-consumable supplies purchased with Capital Area SSA funds shall be identified as property of the Capital Area SSA. The non-consumable materials and supplies shall be distributed to Capital Area SSA personnel, students, and parents on a checkout basis. Furniture and equipment belonging to the Capital Area SSA will be tagged and inventoried as such in accordance with the current practices of the fiscal agent district. Damage to or loss of Capital Area SSA property shall be borne by all member districts collectively.

**6.8 Budget for Evaluation Services for Students**

The fiscal agent shall budget funds in accordance with the Texas Education Agency, Division of Services for the Deaf, and State Board Of Education rules. The budget shall provide for needed evaluation services to Capital Area SSA students. The Capital Area SSA may provide and/or contract for such services as appropriate. The ARD/ IEP committee shall determine the need for evaluation. For other requirements, refer to paragraph 9.4.

**6.9 Travel**

Itinerant personnel shall be reimbursed for travel in accordance with policies established by the fiscal agent district for other employees. Travel for inservice and training will be budgeted and made available by the fiscal agent as deemed appropriate and within the guidelines established by the Management Board.

**6.10 Personnel Calendars**

Program personnel and students adhere to the calendars of the fiscal agent district. Decisions regarding an itinerant teacher's calendar will be made by the RDSPD Supervisor. The decisions will be based on student need, teacher caseload, and the

LEA's calendar.

## **7.0 Maintenance of Financial Records**

The fiscal agent shall maintain financial records in accordance with the fiscal agent and Texas Education Agency policies and procedures.

## **8.0 PERSONNEL MANAGEMENT**

### **8.1 Employment**

The Capital Area SSA fiscal agent shall receive applications for employment from potential employees. Applicants will be screened, employed, and, if necessary, terminated in accordance with fiscal agent district policies. Employment will be in accordance with TEA guidelines. Capital Area SSA personnel are employed by the fiscal agent and are subject to its policies.

### **8.2 Job Descriptions**

Job descriptions for Capital Area SSA positions will designate requirements to qualify for the position and the duties to be performed by the individual serving in each respective position.

### **8.3 Program Supervisor**

The RDSPD Supervisor for the Capital Area SSA program shall be selected and hired by the fiscal agent district. The Supervisor shall be responsible to the Director for Special Education of the fiscal agent district.

### **8.4 Staff Assignments**

Capital Area SSA staff shall be assigned duties at sites deemed appropriate by the RDSPD Supervisor in coordination with the Director for Special Education of the fiscal agent district. Personnel assigned to campuses shall be an integral part of the campus faculty and shall be responsible to the campus principals for administrative matters within that building and shall perform those duties assigned as long as they do not interfere with the primary mission of the Capital Area SSA. Clarification of role assignments shall be made jointly by the campus principal, the fiscal agent, Director for Special Education, and the RDSPD Supervisor.

## **9.0 STUDENTS**

## 9.1 Reporting of PEIMS

Students who attend a centralized program/cluster site will not be considered transfer students. The fiscal agent will report PEIMS data to TEA on all cluster site based students. Students who are receiving consult, itinerant, or infant (0-2) services in their local member district LEA will be reported by that member district. Each member district where the student resides shall be responsible for submitting a PEIMS 011 Record to TEA consistent with TEA requirements. Each member district where a student attends school will prepare all required PEIMS student data reports on the 163 Record for students receiving Capital Area SSA services. In the event a member district fails to submit accurate PEIMS student data on the 163 Record for a student who has been served by the Capital Area RDSPD SSA, it is agreed and understood that each such member district will contribute toward the financial deficit resulting from such failure and will pay the amount of lost funding that the non-reported students would have generated. The additional costs will be calculated by the Capital Area SSA and invoiced to the member district in the spring, in addition to the annual per-pupil tuition fee charges for the member district's student(s).

<b>What services are students receiving?</b>	<b>Who is responsible for reporting PEIMS?</b>
Daily RDSPD services at cluster site in RRISD	RDSPD Fiscal Agent
Weekly RDSPD itinerant services in home district	Member LEA
Consult DHH services in home district	Member LEA
Infant services (0 to 2 years of age)	Member LEA

Capital Area RDSPD will share updated student rosters with each LEA prior to the October PEIMS submission date to confirm enrollment and student services.

During the period between PEIMS October snapshot and the 3<sup>rd</sup> Friday in January after Winter Break, PEIMS corrections should be completed through the PEIMS Fall Resubmission process as outlined by TEA. Capital Area RDSPD will share updated student rosters with each member LEA prior to the PEIMS resubmission date in January to confirm enrollment and student services.

## 9.2 New Student Referral Process

If a student is new to the LEA and has received services in another SSA or LEA, the LEA representative shall contact the Capital Area SSA to attend an ARD/IEP Committee meeting to consider appropriate services and/or referral to the RDSPD. Data collected by the designated LEA representative for presentation during the referral process may include, but is not limited to:

- a. The student's current educational status (attendance records, grades, achievement data, and classroom observation);
- b. Previous educational efforts and strategies and the results of those efforts;
- c. Information reported or provided by parents;
- d. Eligibility reports to consider if the student meets the conditions for eligibility as Deaf/Hard of Hearing, including:
  1. An otological examination performed by an otologist, specifying the type and severity of the hearing loss;
  2. An audiological evaluation by a certified audiologist which includes a description of the hearing loss and the educational implications for the student's listening skills in a variety of circumstances with or without recommended amplification;
  3. A communication assessment that includes a description of the student's strengths and weaknesses in a variety of communication modes.

The LEA ARD committee shall review the collected data. The LEA shall be financially responsible for the assessments that must be obtained during the referral process. The LEA representative shall be responsible for the collection of data during the referral process and participation in ARD/IEP committee decisions. The LEA representative shall serve as the contact person between the LEA and the Capital Area SSA in regard to the student's educational program.

### **9.3 Referral of Students 0-2 Years of Age to The Cooperative**

When the LEA is considering an infant, ages 0-2, a referral shall be made to the local ECI program(s). The LEA representative is responsible for working with the local ECI program(s) in the collection of data for the referral process, and participation in the Individual Family Service Plan (IFSP) committee meeting. If the ECI program(s) determine(s) that the child is Deaf/Hard of Hearing, the LEA will contact the fiscal agent RDSPD Supervisor to assist in determining services.

### **9.4 Student Appraisals**

In accordance with guidelines established by the Texas Education Agency, all students of the Capital Area SSA Program shall be provided with pupil appraisal, diagnostic, and evaluation procedures for eligibility. The fiscal agent shall arrange for pupil appraisal services for the Capital Area SSA students in combination with services available from member districts and through contracted appraisal services with community agencies. Itinerant student appraisals will be performed

by the student's LEA with the exception of appraisals needed for Deaf/Hard of Hearing eligibility.

## **9.5 Contracted Services**

The fiscal agent shall negotiate contractual agreements to provide:

- a. Pupil appraisal services not available within the Capital Area SSA;
- b. Inservice training to Capital Area SSA personnel; and
- c. Educational services not available within the Capital Area SSA.

The RDSPD Supervisor shall make recommendations of needed services to the Director of Special Education of the fiscal agent.

## **9.6 The Admission, Review, and Dismissal (ARD) Committee**

The ARD/IEP committee shall follow procedures as outlined by the Texas Education Agency in the State Board of Education Rules for Special Education Services. When considering a student for placement in the Capital Area SSA, the membership of the committee shall include:

- a. The home district LEA representative for administration;
- b. The Capital Area SSA representative;
- c. The student's parent and/or the student, when appropriate; and
- d. The student's general education teacher.

The ARD/IEP committee membership shall include any other person(s) necessary to meet the requirements set forth in local, state, and federal rules and regulations governing special education. An ARD/IEP committee shall make all decisions regarding the individual education program of a student. The Capital Area SSA is responsible for contacting the ARD/IEP members, the LEA, and the parent if there is a necessity for an ARD. The admission, review, and dismissal of a student to or from the Capital Area SSA shall proceed according to an orderly process where, upon initial admission, the individual educational plan shall be reviewed. Placement shall be reviewed at least annually. The student's eligibility for services within the Capital Area SSA shall be reevaluated at least every three years until a student is no longer eligible for such services according to the SBOE rules.

The LEA shall maintain a state eligibility folder for each student placed in the Capital Area SSA according to the local, state, and federal rules and regulations

governing special education. The LEA and the Capital Area SSA shall assist each other in maintaining the state eligibility folders by sharing duplicates of any new records, assessment reports, or information concerning each student who meets the conditions for eligibility as Deaf/Hard of Hearing. The Capital Area SSA shall maintain a duplicate state eligibility folder for each student served.

## **9.7 Behavior and Disciplinary Procedures**

Students are subject to the campus and district's student code of conduct unless otherwise stated in the student's ARD/IEP. Placement in a more restrictive environment is limited by local, state, and federal rules and regulations governing special education. The RDSPD Supervisor shall be notified by the campus administrator prior to any such action concerning a student who meets the conditions for eligibility as Deaf/Hard of Hearing and who participates in the Capital Area SSA.

## **10.0 INSTRUCTIONAL PROGRAM**

### **10.1 Communication Philosophy**

The Capital Area SSA recognizes the fundamental importance of the development of age-appropriate communication and language skills for a child's academic, social, cognitive, and linguistic development, as well as mental and physical well-being. The program provides students with communication assessment, communication access, and communication development for rich opportunities to exchange thoughts, opinions, and information. Communication strategies may include listening and spoken language, signed English language, speech reading, audition, reading, writing, fingerspelling, gesture, and body language. Students who utilize American Sign Language as a first language are instructed through simultaneous communication, utilizing signed English language for literacy development, with conceptual/ASL sign support to enhance comprehension.

### **10.2 Curricula**

The basic curriculum adopted by the State of Texas requires all Texas schools to teach the same content developed for major subject areas to all students; the Texas Essential Knowledge and Skills. Students who are Deaf/Hard of Hearing may require a unique curriculum; however, the majority of students who are Deaf/Hard of Hearing should access the state-mandated curriculum (with accommodations and/or modifications as appropriate). Supplementary instruction is provided with focus on the areas of language, audition, and communication. The SSA parent-infant program primarily makes use of the "SKI\*HI" curriculum for infants who are Deaf/Hard of Hearing and their parents. RDSPD teachers work collaboratively with local ECI programs to coordinate services to these

families.

Instruction for students ages 3-5 who are eligible for Early Childhood Special Education services will be based on individual needs in the areas of language development, auditory skills, pre-literacy, and/or pre-academic development.

### **10.3 Educational Services**

The Capital Area SSA provides educational services to children who are Deaf/Hard of Hearing along a continuum, ranging from general education with support services to self-contained classes. Support services shall be provided on a needs basis, and shall include, but not be limited to:

- |                                 |                                      |
|---------------------------------|--------------------------------------|
| *Pupil Appraisal                | *Special Transportation Arrangements |
| *Auditory Training              | *Parent Education                    |
| *Speech and Language Assistance | *Public Awareness of Deafness        |
| *Itinerant Teachers             | *Program Evaluation                  |
| *Resource Facilities            | *Staff Training                      |
| *Student Counseling             | *Program Supervision                 |
| *Hearing Assistive Technology   | *Consultative Services               |
| *Interpreting Services          |                                      |

### **10.4 Related Services**

Related Services shall be provided in accordance with local, state, and federal rules and regulations governing special education. The ARD committee shall determine student needs and appropriate related services.

## **11.0 PROGRAM REVIEW**

The Capital Area SSA may be evaluated annually and program goals, strategies, and services shall be adjusted accordingly. An outside agency may be selected by the Capital Area SSA Management Board to perform a program evaluation on a contractual basis when deemed necessary.

The RDSPD Program Review is a multi-phase continuous improvement process designed to assist the growth of the RDSPD. It is conducted by the program and supported by a team of individuals who are familiar with the operations of an RDSPD. These individuals, called peer reviewers, provide support by analyzing data, reviewing procedures, and using that information to provide considerations for areas to target as the program develops its action plan for continuous improvement.

The Program Review assesses the program excellence indicators mandated by Texas Education Code Section 29.313, which are aligned with the essential principles for effective education of students who are deaf or hard of hearing. These principles are described in detail in *Optimizing Outcomes for Students who are Deaf or Hard of*

Hearing: Educational Service Guidelines (NASDSE, 2018).

The RDSPD Program Review process is conducted in multiple phases over four years, and feedback from completed reviews shall be used to support continued improvement of program operations.

**12.0 EFFECTIVE DATE, RENEWAL, AMENDMENT, AND DISSOLUTION OF THE SHARED SERVICE ARRANGEMENT**

**12.1 Effective Date**

This Capital Area Shared Service Arrangement shall be effective beginning with the 2021-22 school year.

**12.2 Renewal**

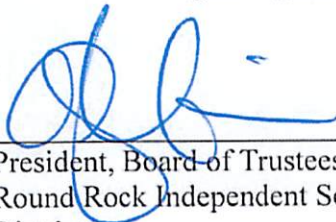
This Capital Area Shared Service Arrangement shall automatically renew annually and shall remain in effect until the parties agree to end it or modify it by amendment.

**12.3 Amendment**

This Capital Area Shared Service Arrangement shall be amended periodically as determined by the Management Board.

**12.4 Dissolution**

This Capital Area Shared Service Arrangement shall remain in effect until dissolved by the member districts. All assets remain the property of the fiscal agent regardless of members withdrawing their membership.



---

President, Board of Trustees  
Round Rock Independent School  
District

9/18/21

---

Date

---

President, Board of Trustees  
Bartlett Independent School  
District

---

---

Date

---



President, Board of Trustees  
Coupland Independent School  
District

Date

---

President, Board of Trustees  
Granger Independent School  
District

---

Date

---

President, Board of Trustees  
Taylor Independent School  
District

---

Date

---

President, Board of Trustees  
Thrall Independent School  
District

---

Date

---

President, Board of Trustees  
Burnet Consolidated Independent School  
District

---

Date

---

President, Board of Trustees  
Eanes Independent School  
District

---

Date

---

President, Board of Trustees  
Florence Independent School  
District

---

Date

---

President, Board of Trustees  
Georgetown Independent School  
District

---

Date

---

President, Board of Trustees  
Hutto Independent School  
District

---

Date

---

President, Board of Trustees  
Jarrell Independent School  
District

---

Date

---

President, Board of Trustees  
Lago Vista Independent School  
District

---

Date

---

President, Board of Trustees  
Lake Travis Independent School  
District

---

Date

---

President, Board of Trustees  
Leander Independent School  
District

---

Date

---

President, Board of Trustees  
Liberty Hill Independent School  
District

---

Date

---

President, Board of Trustees  
Manor Independent School  
District

---

Date

---

President, Board of Trustees  
Marble Falls Independent School  
District

---

Date

---

President, Board of Trustees  
Pflugerville Independent School  
District

---

Date

---

President, Board of Trustees  
Llano Independent School  
District

---

Date

## BANK STATEMENTS/INVESTMENTS

21-22	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug
General	\$ 1.00	\$ 1.00										
General Sweep	\$ 369,526.01	\$ 295,599.36										
Lonestar Construction	\$ 41,080,016.54	\$ 40,516,098.47										
Lonestar M & O	\$ 6,064,588.11	\$ 5,183,829.43										
Lonestar I&S	\$ 2,688,002.34	\$ 2,735,813.47										
Texpool M&O	\$ 98,254.41	\$ 98,257.37										
Texpool I&S	\$ 197.75	\$ 197.75										
<b>TOTAL (less Conctruction)</b>	\$ 9,220,569.62	\$ 48,829,796.85	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Difference	\$ (1,032,924.71)	\$ 39,609,227.23	\$ (48,829,796.85)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>INTEREST EARNED</b>												
General	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Sweep	\$ 50.33	\$ 44.85										
Lonestar Construction	\$ 2,694.91	\$ 2,742.60										
Lonestar M & O	\$ 418.43	\$ 392.30										
Lonestar I&S	\$ 175.64	\$ 182.10										
Texpool M&O	\$ 2.28	\$ 2.96										
Texpool I&S	\$ -	\$ -										
<b>TOTAL INTEREST</b>	\$ 3,341.59	\$ 3,364.81	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cumulative	\$ 3,341.59	\$ 6,706.40	\$ 6,706.40	\$ 6,706.40	\$ 6,706.40	\$ 6,706.40	\$ 6,706.40	\$ 6,706.40	\$ 6,706.40	\$ 6,706.40	\$ 6,706.40	\$ 6,706.40
<b>BANK STATEMENTS/INVESTMENTS</b>												
20-21	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug
General	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
General Sweep	\$ 213,172.36	\$ 218,801.34	\$ 528,910.67	\$ 467,538.19	\$ 590,936.28	\$ 519,411.94	\$ 460,318.98	\$ 443,167.26	\$ 248,090.46	\$ 533,616.76	\$ 883,092.82	\$ 754,440.14
Lonestar Construction	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ 43,836,837.12	\$ 43,599,501.84	\$ 43,142,974.81	\$ 41,616,021.97	\$ 41,367,369.94
Lonestar M & O	\$ 5,975,093.70	\$ 5,031,467.96	\$ 3,829,766.56	\$ 6,756,349.95	\$ 15,397,016.95	\$ 17,411,322.06	\$ 16,647,629.59	\$ 15,800,201.37	\$ 15,204,534.93	\$ 13,910,016.54	\$ 12,835,177.84	\$ 6,722,778.43
Lonestar I&S	\$ 1,978,212.06	\$ 2,057,196.88	\$ 2,119,964.92	\$ 3,268,019.97	\$ 6,100,861.43	\$ 6,268,737.18	\$ 5,489,808.17	\$ 5,570,575.13	\$ 5,591,156.15	\$ 5,614,425.02	\$ 5,634,337.78	\$ 2,677,824.88
Texpool M&O	\$ 98,205.50	\$ 98,216.65	\$ 98,226.65	\$ 98,234.26	\$ 98,240.86	\$ 98,244.10	\$ 98,245.63	\$ 98,246.75	\$ 98,247.68	\$ 98,248.79	\$ 98,250.34	\$ 98,252.13
Texpool I&S	\$ 197.75	\$ 197.75	\$ 197.75	\$ 197.75	\$ 197.75	\$ 197.75	\$ 197.75	\$ 197.75	\$ 197.75	\$ 197.75	\$ 197.75	\$ 197.75
<b>TOTAL (less Conctruction)</b>	\$ 8,264,882.37	\$ 7,405,881.58	\$ 6,577,067.55	\$ 10,590,341.12	\$ 22,187,254.27	\$ 24,297,914.03	\$ 22,696,201.12	\$ 21,912,389.26	\$ 21,142,227.97	\$ 20,156,505.86	\$ 19,451,057.53	\$ 10,253,494.33
Difference		\$ (859,000.79)	\$ (828,814.03)	\$ 4,013,273.57	\$ 11,596,913.15	\$ 2,110,659.76	\$ (1,601,712.91)	\$ (783,811.86)	\$ (770,161.29)	\$ (985,722.11)	\$ (705,448.33)	\$ (9,197,563.20)
<b>INTEREST EARNED</b>												
General	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Sweep	\$ 35.11	\$ 33.78	\$ 32.82	\$ 40.96	\$ 48.55	\$ 39.83	\$ 44.86	\$ 53.08	\$ 45.20	\$ 49.61	\$ 67.85	\$ 48.38
Lonestar Construction								\$ 3,508.82	\$ 4,192.46	\$ 3,511.41	\$ 3,307.60	\$ 2,964.16
Lonestar M & O	\$ 1,172.29	\$ 923.98	\$ 623.50	\$ 615.59	\$ 1,595.65	\$ 1,721.80	\$ 1,813.88	\$ 1,624.22	\$ 1,491.33	\$ 1,189.85	\$ 1,057.42	\$ 204.69
Lonestar I&S	\$ 348.22	\$ 339.60	\$ 289.69	\$ 343.30	\$ 640.04	\$ 615.07	\$ 641.41	\$ 554.22	\$ 534.77	\$ 455.09	\$ 441.58	\$ 603.30
Texpool M&O	\$ 11.89	\$ 11.15	\$ 10.00	\$ 7.61	\$ 6.60	\$ 3.24	\$ 1.53	\$ 1.12	\$ 0.93	\$ 1.11	\$ 1.55	\$ 1.79
Texpool I&S	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL INTEREST</b>	\$ 1,567.51	\$ 1,308.51	\$ 956.01	\$ 1,007.46	\$ 2,290.84	\$ 2,379.94	\$ 2,501.68	\$ 5,741.46	\$ 6,264.69	\$ 5,207.07	\$ 4,876.00	\$ 3,822.32
Cumulative		\$ 2,876.02	\$ 3,832.03	\$ 4,839.49	\$ 7,130.33	\$ 9,510.27	\$ 12,011.95	\$ 17,753.41	\$ 24,018.10	\$ 29,225.17	\$ 34,101.17	\$ 37,923.49

## Revenue & Expenditures 2021-2022

Oct-21						
16.66%	21-22					
	Current Year					
REVENUES		BUDGET	ACTUAL	BALANCE	BUDGET	
57xx	LOCAL TAX REVENUES	\$ 20,238,500	\$ 219,292	\$ 20,019,208	1.08%	
58XX	STATE PROG. REVENUES	\$ 1,078,100	\$ 683,243	\$ 394,857	63.37%	Recapture settle up from SY 20/21
59XX	FEDERAL PROG. REVENUES	\$ 225,000	\$ 11,680	\$ 213,320	5.19%	
79XX	OTHER RESOURCES			\$ -		
	<b>TOTAL REVENUE</b>	<b>\$ 21,541,600</b>	<b>\$ 914,215</b>	<b>\$ 20,627,385</b>	<b>4.24%</b>	
				\$ -		
EXPENDITURES		BUDGET	ACTUAL	BALANCE	BUDGET	
11	INSTRUCTION	\$ 9,694,694	\$ 1,727,877	\$ 7,966,817	17.82%	
12	LIBRARY	\$ 94,357	\$ 12,788	\$ 81,569	13.55%	
13	STAFF DEVELOPMENT	\$ 29,100	\$ 1,690	\$ 27,410	5.81%	
21	INST. ADMINISTRATION	\$ 253,933	\$ 25,816	\$ 228,117	10.17%	
23	SCHOOL ADMINISTRATION	\$ 1,179,135	\$ 164,228	\$ 1,014,907	13.93%	
31	GUID AND COUNSELING	\$ 447,911	\$ 101,635	\$ 346,276	22.69%	
33	HEALTH SERVICES	\$ 164,065	\$ 31,740	\$ 132,325	19.35%	
34	PUPIL TRANSP - REGULAR	\$ 641,400	\$ 126,240	\$ 515,160	19.68%	
36	CO-CURRICULAR ACT	\$ 830,076	\$ 140,789	\$ 689,287	16.96%	
41	GEN ADMINISTRATION	\$ 813,628	\$ 137,474	\$ 676,154	16.90%	
51	PLANT MAINT & OPERATION	\$ 1,806,455	\$ 468,631	\$ 1,337,824	25.94%	
52	SECURITY	\$ 11,850	\$ 1,800	\$ 10,050	15.19%	
53	DATA PROCESSING	\$ 452,921	\$ 97,075	\$ 355,846	21.43%	
61	COMMUNITY SERVICE			\$ -		
71	DEBT SERVICE			\$ -		
81	CAPITAL PROJECTS			\$ -		
91	STUDENT ATTENDANCE CR	\$ 5,010,075	\$ -	\$ 5,010,075	0.00%	
99	TRAVIS COUNTY APP	\$ 109,000	\$ -	\$ 109,000	0.00%	
0	Transfer Out	\$ 3,000	\$ -	\$ 3,000		
	<b>TOTAL EXPENDITURES</b>	<b>\$ 21,541,600</b>	<b>\$ 3,037,785</b>	<b>\$ 18,503,815</b>	<b>14.10%</b>	
Oct-20						
16.66%	20-21					
	Current Year					
REVENUES		BUDGET	ACTUAL	BALANCE	BUDGET	
57xx	LOCAL TAX REVENUES	\$ 18,781,500	\$ 118,509	\$ 18,662,991	0.63%	
58XX	STATE PROG. REVENUES	\$ 1,434,000	\$ 314,936	\$ 1,119,064	21.96%	
59XX	FEDERAL PROG. REVENUES	\$ 185,000	\$ 441	\$ 184,559	0.24%	
79XX	OTHER RESOURCES	\$ -	\$ -	\$ -		
	<b>TOTAL REVENUE</b>	<b>\$ 20,400,500</b>	<b>\$ 433,887</b>	<b>\$ 19,966,613</b>	<b>2.13%</b>	
				\$ -		
EXPENDITURES		BUDGET	ACTUAL	BALANCE	BUDGET	
11	INSTRUCTION	\$ 8,655,942	\$ 1,461,915	\$ 7,194,027	16.89%	
12	LIBRARY	\$ 101,406	\$ 14,758	\$ 86,648	14.55%	
13	STAFF DEVELOPMENT	\$ 29,100	\$ 468	\$ 28,632	1.61%	
21	INST. ADMINISTRATION	\$ 257,346	\$ 42,047	\$ 215,299	16.34%	
23	SCHOOL ADMINISTRATION	\$ 1,016,450	\$ 154,992	\$ 861,458	15.25%	
31	GUID AND COUNSELING	\$ 664,236	\$ 110,482	\$ 553,754	16.63%	
33	HEALTH SERVICES	\$ 164,305	\$ 29,610	\$ 134,695	18.02%	
34	PUPIL TRANSP - REGULAR	\$ 622,500	\$ 67,317	\$ 555,183	10.81%	
36	CO-CURRICULAR ACT	\$ 801,405	\$ 117,533	\$ 683,872	14.67%	
41	GEN ADMINISTRATION	\$ 885,751	\$ 175,200	\$ 710,551	19.78%	
51	PLANT MAINT & OPERATION	\$ 1,712,162	\$ 435,221	\$ 1,276,941	25.42%	
52	SECURITY	\$ 11,850	\$ 5,244	\$ 6,607	44.25%	
53	DATA PROCESSING	\$ 432,047	\$ 80,253	\$ 351,794	18.58%	
61	COMMUNITY SERVICE			\$ -		
71	DEBT SERVICE			\$ -		
81	CAPITAL PROJECTS			\$ -		
91	STUDENT ATTENDANCE CR	\$ 4,924,000	\$ -	\$ 4,924,000	0.00%	
99	TRAVIS COUNTY APP	\$ 109,000	\$ 24,158	\$ 84,842	22.16%	
0	Transfer Out			\$ -		
	<b>TOTAL EXPENDITURES</b>	<b>\$ 20,387,500</b>	<b>\$ 2,719,197</b>	<b>\$ 17,668,303</b>	<b>13.34%</b>	

## STATE PAYMENTS 2021-2022

	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG
FSP	\$ 83,392.00	\$ 59,898.00										
Per Capita	\$ 30,343.00	\$ 24,299.00										
MFS Sped Operations												
NSLP	\$ 48,351.68											
SBP	\$ 10,376.97											
Existing Debt Allotment												
School Lunch Matching												
P-EBT Reimbursement		\$ 614.00										
Prior Reim Program (PPRP)												
Title I Part A	\$ 8,450.98											
Title II Part A	\$ 12,544.21	\$ 3,878.95										
Title IV		\$ 1,540.18										
IDEA B Pres	\$ 2,660.94											
IDEA B Form	\$ 51,695.87	\$ 97,073.13										
IDEA B IEP Analysis												
IMAT												
ESSER Grant	\$ 9,660.00											
ESSER III		\$ 382,563.73										
PreK												
Ready to Read												
ASAHE												
Teacher Training Reimbursement												
School Safety and Security												
Foundation-Prior YR Payments												
MFS Sped Offeset												
Blended Learning												
AP Initiative												
Recapture Refund	\$ 355,295.00											
	\$ 612,770.65	\$ 569,866.99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
*denotes FY20 money received in FY21												





Fund 199 / 2 GENERAL FUND

	Estimated Revenue (Budget)	Revenue Realized Current	Revenue Realized To Date	Revenue Balance	Percent Realized
5000 - RECEIPTS					
5700 - REVENUE-LOCAL & INTERMED					
5710 - LOCAL REAL-PROPERTY TAXES	20,048,000.00	-161,356.63	-180,510.38	19,867,489.62	.90%
5730 - TUITION & FEES FROM PATRONS	10,000.00	-2,200.00	-2,200.00	7,800.00	22.00%
5740 - INTEREST, RENT, MISC REVENUE	160,500.00	-8,563.37	-16,053.68	144,446.32	10.00%
5750 - REVENUE	20,000.00	-11,807.00	-20,527.82	-527.82	102.64%
<b>Total REVENUE-LOCAL &amp; INTERMED</b>	<b>20,238,500.00</b>	<b>-183,927.00</b>	<b>-219,291.88</b>	<b>20,019,208.12</b>	<b>1.08%</b>
5800 - STATE PROGRAM REVENUES					
5810 - PER CAPITA-FOUNDATION REV	315,600.00	-84,197.00	-553,227.00	-237,627.00	175.29%
5830 - TRS ON-BEHALF	762,500.00	-63,754.22	-130,015.95	632,484.05	17.05%
<b>Total STATE PROGRAM REVENUES</b>	<b>1,078,100.00</b>	<b>-147,951.22</b>	<b>-683,242.95</b>	<b>394,857.05</b>	<b>63.37%</b>
5900 - FEDERAL PROGRAM REVENUES					
5930 - VOC ED NON FOUNDATION	225,000.00	-9,614.23	-11,680.42	213,319.58	5.19%
<b>Total FEDERAL PROGRAM REVENUES</b>	<b>225,000.00</b>	<b>-9,614.23</b>	<b>-11,680.42</b>	<b>213,319.58</b>	<b>5.19%</b>
<b>Total Revenue Local-State-Federal</b>	<b>21,541,600.00</b>	<b>-341,492.45</b>	<b>-914,215.25</b>	<b>20,627,384.75</b>	<b>4.24%</b>



	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
6000 - EXPENDITURES						
11 - INSTRUCTION						
6100 - PAYROLL COSTS	-9,192,371.00	.00	1,641,136.51	808,972.86	-7,551,234.49	17.85%
6200 - PURCHASE & CONTRACTED SVS	-177,700.00	60,508.79	38,990.80	18,991.92	-78,200.41	21.94%
6300 - SUPPLIES AND MATERIALS	-213,453.00	36,800.46	46,417.40	17,132.74	-130,235.14	21.75%
6400 - OTHER OPERATING EXPENSES	-40,520.00	406.02	1,332.43	1,092.43	-38,781.55	3.29%
6600 - CPTL OUTLY LAND BLDG & EQUIP	-70,650.00	4,000.00	.00	.00	-66,650.00	-0.00%
<b>Total Function11 INSTRUCTION</b>	<b>-9,694,694.00</b>	<b>101,715.27</b>	<b>1,727,877.14</b>	<b>846,189.95</b>	<b>-7,865,101.59</b>	<b>17.82%</b>
12 - LIBRARY						
6100 - PAYROLL COSTS	-83,707.00	.00	12,701.30	6,350.65	-71,005.70	15.17%
6200 - PURCHASE & CONTRACTED SVS	-2,900.00	.00	.00	.00	-2,900.00	-0.00%
6300 - SUPPLIES AND MATERIALS	-6,400.00	.00	86.95	86.95	-6,313.05	1.36%
6400 - OTHER OPERATING EXPENSES	-1,350.00	.00	.00	.00	-1,350.00	-0.00%
<b>Total Function12 LIBRARY</b>	<b>-94,357.00</b>	<b>.00</b>	<b>12,788.25</b>	<b>6,437.60</b>	<b>-81,568.75</b>	<b>13.55%</b>
13 - CURRICULUM						
6300 - SUPPLIES AND MATERIALS	-3,700.00	.00	.00	.00	-3,700.00	-0.00%
6400 - OTHER OPERATING EXPENSES	-25,400.00	4,110.00	1,690.00	280.00	-19,600.00	6.65%
<b>Total Function13 CURRICULUM</b>	<b>-29,100.00</b>	<b>4,110.00</b>	<b>1,690.00</b>	<b>280.00</b>	<b>-23,300.00</b>	<b>5.81%</b>
21 - INSTRUCTIONAL ADMINISTRATION						
6100 - PAYROLL COSTS	-242,558.00	.00	24,687.87	12,263.61	-217,870.13	10.18%
6200 - PURCHASE & CONTRACTED SVS	-1,850.00	.00	.00	.00	-1,850.00	-0.00%
6300 - SUPPLIES AND MATERIALS	-4,400.00	481.15	368.59	.00	-3,550.26	8.38%
6400 - OTHER OPERATING EXPENSES	-5,125.00	.00	760.00	.00	-4,365.00	14.83%
<b>Total Function21 INSTRUCTIONAL</b>	<b>-253,933.00</b>	<b>481.15</b>	<b>25,816.46</b>	<b>12,263.61</b>	<b>-227,635.39</b>	<b>10.17%</b>
23 - CAMPUS ADMINISTRATION						
6100 - PAYROLL COSTS	-1,163,610.00	.00	164,202.12	72,706.52	-999,407.88	14.11%
6200 - PURCHASE & CONTRACTED SVS	-2,000.00	.00	.00	.00	-2,000.00	-0.00%
6300 - SUPPLIES AND MATERIALS	-6,250.00	343.53	25.96	25.96	-5,880.51	.42%
6400 - OTHER OPERATING EXPENSES	-7,275.00	.00	.00	.00	-7,275.00	-0.00%
<b>Total Function23 CAMPUS ADMINISTRATION</b>	<b>-1,179,135.00</b>	<b>343.53</b>	<b>164,228.08</b>	<b>72,732.48</b>	<b>-1,014,563.39</b>	<b>13.93%</b>
31 - GUIDANCE AND COUNSELING SVS						
6100 - PAYROLL COSTS	-433,611.00	.00	99,009.14	49,504.95	-334,601.86	22.83%
6200 - PURCHASE & CONTRACTED SVS	-1,550.00	.00	.00	.00	-1,550.00	-0.00%
6300 - SUPPLIES AND MATERIALS	-9,350.00	157.12	1,228.29	950.73	-7,964.59	13.14%
6400 - OTHER OPERATING EXPENSES	-3,400.00	770.00	1,398.00	129.00	-1,232.00	41.12%
<b>Total Function31 GUIDANCE AND</b>	<b>-447,911.00</b>	<b>927.12</b>	<b>101,635.43</b>	<b>50,584.68</b>	<b>-345,348.45</b>	<b>22.69%</b>
33 - HEALTH SERVICES						
6100 - PAYROLL COSTS	-159,165.00	.00	30,894.34	15,026.00	-128,270.66	19.41%
6300 - SUPPLIES AND MATERIALS	-3,650.00	1,275.94	695.95	695.95	-1,678.11	19.07%
6400 - OTHER OPERATING EXPENSES	-1,250.00	.00	150.00	.00	-1,100.00	12.00%
<b>Total Function33 HEALTH SERVICES</b>	<b>-164,065.00</b>	<b>1,275.94</b>	<b>31,740.29</b>	<b>15,721.95</b>	<b>-131,048.77</b>	<b>19.35%</b>
34 - PUPIL TRANSPORTATION-REGULAR						
6200 - PURCHASE & CONTRACTED SVS	-574,900.00	.00	116,948.14	68,314.43	-457,951.86	20.34%
6300 - SUPPLIES AND MATERIALS	-59,000.00	32,155.79	9,291.77	3,269.37	-17,552.44	15.75%
6400 - OTHER OPERATING EXPENSES	-7,500.00	.00	.00	.00	-7,500.00	-0.00%
<b>Total Function34 PUPIL TRANSPORTATION-</b>	<b>-641,400.00</b>	<b>32,155.79</b>	<b>126,239.91</b>	<b>71,583.80</b>	<b>-483,004.30</b>	<b>19.68%</b>
36 - CO-CURRICULAR ACTIVITIES						
6100 - PAYROLL COSTS	-475,846.00	.00	78,149.07	40,612.97	-397,696.93	16.42%
6200 - PURCHASE & CONTRACTED SVS	-60,450.00	9,884.28	12,290.72	7,111.86	-38,275.00	20.33%
6300 - SUPPLIES AND MATERIALS	-96,100.00	13,886.10	11,635.93	6,965.37	-70,577.97	12.11%

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
6000 - EXPENDITURES						
36 - CO-CURRICULAR ACTIVITIES						
6400 - OTHER OPERATING EXPENSES	-197,680.00	7,682.88	38,713.59	11,646.80	-151,283.53	19.58%
<b>Total Function36 CO-CURRICULAR ACTIVITIES</b>	<b>-830,076.00</b>	<b>31,453.26</b>	<b>140,789.31</b>	<b>66,337.00</b>	<b>-657,833.43</b>	<b>16.96%</b>
41 - GENERAL ADMINISTRATION						
6100 - PAYROLL COSTS	-535,467.00	.00	89,278.76	44,629.61	-446,188.24	16.67%
6200 - PURCHASE & CONTRACTED SVS	-152,913.00	4.00	17,753.55	7,352.50	-135,155.45	11.61%
6300 - SUPPLIES AND MATERIALS	-5,998.00	393.76	299.84	.00	-5,304.40	5.00%
6400 - OTHER OPERATING EXPENSES	-119,250.00	35,824.41	30,141.93	14,051.20	-53,283.66	25.28%
<b>Total Function41 GENERAL ADMINISTRATION</b>	<b>-813,628.00</b>	<b>36,222.17</b>	<b>137,474.08</b>	<b>66,033.31</b>	<b>-639,931.75</b>	<b>16.90%</b>
51 - PLANT MAINTENANCE & OPERATION						
6100 - PAYROLL COSTS	-193,999.00	.00	32,258.44	16,135.87	-161,740.56	16.63%
6200 - PURCHASE & CONTRACTED SVS	-1,293,300.00	316,679.22	212,729.08	138,836.59	-763,891.70	16.45%
6300 - SUPPLIES AND MATERIALS	-108,131.00	11,896.04	16,044.09	5,062.40	-80,190.87	14.84%
6400 - OTHER OPERATING EXPENSES	-211,025.00	.00	207,599.00	125.00	-3,426.00	98.38%
<b>Total Function51 PLANT MAINTENANCE &amp;</b>	<b>-1,806,455.00</b>	<b>328,575.26</b>	<b>468,630.61</b>	<b>160,159.86</b>	<b>-1,009,249.13</b>	<b>25.94%</b>
52 - SECURITY						
6200 - PURCHASE & CONTRACTED SVS	-11,250.00	1,640.00	1,800.00	1,170.00	-7,810.00	16.00%
6300 - SUPPLIES AND MATERIALS	-600.00	.00	.00	.00	-600.00	-.00%
<b>Total Function52 SECURITY</b>	<b>-11,850.00</b>	<b>1,640.00</b>	<b>1,800.00</b>	<b>1,170.00</b>	<b>-8,410.00</b>	<b>15.19%</b>
53 - DATA PROCESSING						
6100 - PAYROLL COSTS	-268,656.00	.00	45,666.49	22,252.66	-222,989.51	17.00%
6200 - PURCHASE & CONTRACTED SVS	-87,465.00	9,548.95	24,993.06	1,134.25	-52,922.99	28.57%
6300 - SUPPLIES AND MATERIALS	-17,800.00	4,112.50	13,687.50	7,270.30	.00	76.90%
6400 - OTHER OPERATING EXPENSES	-4,000.00	2,500.00	.00	.00	-1,500.00	-.00%
6600 - CPTL OUTLY LAND BLDG & EQUIP	-75,000.00	61,954.64	12,728.10	8,060.60	-317.26	16.97%
<b>Total Function53 DATA PROCESSING</b>	<b>-452,921.00</b>	<b>78,116.09</b>	<b>97,075.15</b>	<b>38,717.81</b>	<b>-277,729.76</b>	<b>21.43%</b>
91 - CHAPTER 41 PAYMENT						
6200 - PURCHASE & CONTRACTED SVS	-5,010,075.00	.00	.00	.00	-5,010,075.00	-.00%
<b>Total Function91 CHAPTER 41 PAYMENT</b>	<b>-5,010,075.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>-5,010,075.00</b>	<b>-.00%</b>
99 - PAYMENT TO OTHER GOVERN ENT						
6200 - PURCHASE & CONTRACTED SVS	-109,000.00	.00	.00	.00	-109,000.00	-.00%
<b>Total Function99 PAYMENT TO OTHER</b>	<b>-109,000.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>-109,000.00</b>	<b>-.00%</b>
8000 - OTHER USES						
00 - DISTRICT WIDE						
8900 - OTHER USES-TRANSFERS OUT	-3,000.00	.00	.00	.00	-3,000.00	-.00%
<b>Total Function00 DISTRICT WIDE</b>	<b>-3,000.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>-3,000.00</b>	<b>-.00%</b>
<b>Total Expenditures</b>	<b>-21,541,600.00</b>	<b>617,015.58</b>	<b>3,037,784.71</b>	<b>1,408,212.05</b>	<b>-17,886,799.71</b>	<b>14.10%</b>

Fund 240 / 2 SCHOOL BRKFST & LUNCH PROGRAM

	Estimated Revenue (Budget)	Revenue Realized Current	Revenue Realized To Date	Revenue Balance	Percent Realized
5000 - RECEIPTS					
5700 - REVENUE-LOCAL & INTERMED					
5750 - REVENUE	147,000.00	-4,683.47	-15,705.37	131,294.63	10.68%
<b>Total REVENUE-LOCAL &amp; INTERMED</b>	<b>147,000.00</b>	<b>-4,683.47</b>	<b>-15,705.37</b>	<b>131,294.63</b>	<b>10.68%</b>
5800 - STATE PROGRAM REVENUES					
5820 - STATE PROGRAM REVENUES	4,500.00	.00	.00	4,500.00	.00%
<b>Total STATE PROGRAM REVENUES</b>	<b>4,500.00</b>	<b>.00</b>	<b>.00</b>	<b>4,500.00</b>	<b>.00%</b>
5900 - FEDERAL PROGRAM REVENUES					
5920 - OBJECT DESCR FOR 5920	437,000.00	.00	-58,728.65	378,271.35	13.44%
<b>Total FEDERAL PROGRAM REVENUES</b>	<b>437,000.00</b>	<b>.00</b>	<b>-58,728.65</b>	<b>378,271.35</b>	<b>13.44%</b>
7000 - OTHER RESOURCES-NON-OPERATING					
7900 - OTHER RESOURCES/TRANSFER IN					
7910 - OTHER RESOURCES	3,000.00	.00	.00	3,000.00	.00%
<b>Total OTHER RESOURCES/TRANSFER IN</b>	<b>3,000.00</b>	<b>.00</b>	<b>.00</b>	<b>3,000.00</b>	<b>.00%</b>
<b>Total Revenue Local-State-Federal</b>	<b>591,500.00</b>	<b>-4,683.47</b>	<b>-74,434.02</b>	<b>517,065.98</b>	<b>12.58%</b>

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
6000 - EXPENDITURES						
35 - FOOD SERVICES						
6300 - SUPPLIES AND MATERIALS	-591,500.00	4.95	106,277.93	106,277.93	-485,217.12	17.97%
<b>Total Function35 FOOD SERVICES</b>	<b>-591,500.00</b>	<b>4.95</b>	<b>106,277.93</b>	<b>106,277.93</b>	<b>-485,217.12</b>	<b>17.97%</b>
<b>Total Expenditures</b>	<b>-591,500.00</b>	<b>4.95</b>	<b>106,277.93</b>	<b>106,277.93</b>	<b>-485,217.12</b>	<b>17.97%</b>

## Comparison of Revenue to Budget

Lago Vista ISD

As of October

Fund 599 / 2 DEBT SERVICE FUND

	Estimated Revenue (Budget)	Revenue Realized Current	Revenue Realized To Date	Revenue Balance	Percent Realized
5000 - RECEIPTS					
5700 - REVENUE-LOCAL & INTERMED					
5710 - LOCAL REAL-PROPERTY TAXES	7,050,000.00	-58,475.30	-64,810.17	6,985,189.83	.92%
5740 - INTEREST, RENT, MISC REVENUE	3,685.00	-182.10	-357.74	3,327.26	9.71%
<b>Total REVENUE-LOCAL &amp; INTERMED</b>	<b>7,053,685.00</b>	<b>-58,657.40</b>	<b>-65,167.91</b>	<b>6,988,517.09</b>	<b>.92%</b>
<b>Total Revenue Local-State-Federal</b>	<b>7,053,685.00</b>	<b>-58,657.40</b>	<b>-65,167.91</b>	<b>6,988,517.09</b>	<b>.92%</b>

Board Report  
Comparison of Expenditures and Encumbrances to Budget  
Lago Vista ISD  
As of October

Fund 599 / 2 DEBT SERVICE FUND

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
6000 - EXPENDITURES						
71 - DEBT SERVICES						
6500 - DEBT SERVICE	-7,053,685.00	.00	.00	.00	-7,053,685.00	-.00%
<b>Total Function71 DEBT SERVICES</b>	<b>-7,053,685.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>-7,053,685.00</b>	<b>-.00%</b>
<b>Total Expenditures</b>	<b>-7,053,685.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>-7,053,685.00</b>	<b>-.00%</b>

	Estimated Revenue (Budget)	Revenue Realized Current	Revenue Realized To Date	Revenue Balance	Percent Realized
5000 - RECEIPTS					
5700 - REVENUE-LOCAL & INTERMED					
5730 - TUITION & FEES FROM PATRONS	126,606.00	-12,087.04	-23,758.60	102,847.40	18.77%
<b>Total REVENUE-LOCAL &amp; INTERMED</b>	<b>126,606.00</b>	<b>-12,087.04</b>	<b>-23,758.60</b>	<b>102,847.40</b>	<b>18.77%</b>
5800 - STATE PROGRAM REVENUES					
5830 - TRS ON-BEHALF	.00	-770.75	-1,432.90	-1,432.90	.00%
<b>Total STATE PROGRAM REVENUES</b>	<b>.00</b>	<b>-770.75</b>	<b>-1,432.90</b>	<b>-1,432.90</b>	<b>.00%</b>
<b>Total Revenue Local-State-Federal</b>	<b>126,606.00</b>	<b>-12,857.79</b>	<b>-25,191.50</b>	<b>101,414.50</b>	<b>19.90%</b>

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
6000 - EXPENDITURES						
61 - COMMUNITY SERVICES						
6100 - PAYROLL COSTS	-120,506.00	.00	21,081.18	11,039.18	-99,424.82	17.49%
6200 - PURCHASE & CONTRACTED SVS	-500.00	.00	.00	.00	-500.00	-.00%
6300 - SUPPLIES AND MATERIALS	-1,500.00	100.00	107.15	107.15	-1,292.85	7.14%
6400 - OTHER OPERATING EXPENSES	-4,100.00	5,335.43	7,371.95	4,500.54	8,607.38	179.80%
<b>Total Function 61 COMMUNITY SERVICES</b>	<b>-126,606.00</b>	<b>5,435.43</b>	<b>28,560.28</b>	<b>15,646.87</b>	<b>-92,610.29</b>	<b>22.56%</b>
<b>Total Expenditures</b>	<b>-126,606.00</b>	<b>5,435.43</b>	<b>28,560.28</b>	<b>15,646.87</b>	<b>-92,610.29</b>	<b>22.56%</b>





## Minutes of Regular Meeting The Board of Trustees LVISD

---

A regular meeting of the Board of Trustees of Lago Vista ISD was held on Thursday, October 14, 2021, in the Viking Hall boardroom, 8039 Bar-K Ranch Rd, Lago Vista TX, beginning at 6:00pm.

### LVISD Board Members

Laura Vincent  
Jerrell Roque  
Isai Arredondo  
Richard Raley  
Greg Zaleski  
David Scott  
Laura Spiers - absent

Darren Webb, Superintendent  
Jason Stoner, Director of Finance  
Dr. Suzy Lofton-Bullis  
Holly Jackson  
Tim Strucely, LAN  
Paul Ornelas, LAN  
Weaver & Jacobs

### Also Present

- Pledge of Allegiance/Call to Order*  
Laura Vincent called the meeting to order at 6:00pm and led in pledges to the American Flag and the Texas Flag. Following pledges, Ms. Vincent asked for a moment of silence in honor of Tom Rugel and Patrick Rodrigue.
- Welcome Visitor/Public Participation*  
James Bryan Mohler – systemic safety and education deficiency
- Huckabee Update/LAN Update*  
Tim Strucely updated board on construction activities; MS roof 85% complete; ES received permit from city and ready to start excavation; high school GMP (guaranteed maximum price) to be discussed tonight; today was bid day for MS project – will compile and review all bids and forming a GMP; IS design kicked off this week; approx. \$20,355,947 committed – dollars encumbered which leave ~\$22.7mil unencumbered so about 45% bond program encumbered.
- TAB Services Campos Engineering*  
Mr. Webb recommends entering into a contract with Campos for a price of \$100,940. Greg Zaleski moved to approve; Isai Arredondo seconded; motion carried 6-0
- Commissioning EMA Engineering*  
Mr. Webb recommend entering into a contract with Estes McClure & Associates (EMA) for services at cot of \$40,500. Jerrell Roque moved to approve; Rich Raley seconded; motion carried 6-0
- Consider and possible action to authorize, negotiate and enter into a contract for Asbestos Abatement Services with Terracon for the 2020 bond program*  
Mr. Webb recommends approving to negotiate and enter into a contract for Asbestos Abatement with Terracon. Six companies responded, determined Terracon most qualified and best fit for Lago Vista. Determined that some of the older structures that we plan to demo may have asbestos.  
David Scott moved to approve; Greg Zaleski seconded; motion carried 6-0
- Approval of Construction Manager at Risk Proposed Guarantee Maximum Price for High School Construction Phase*  
Greg Zaleski moved to; Rich Raley seconded; motion carried 6-0
- DEC LOCAL*  
No action taken – board chose to leave policy DEC as it currently reads
- Discussion and Possible Approval of Cameras*  
After receiving several quotes, Brightwatch was recommended for the purchase of cameras for high school. Mr.

Stoner noted that there was a line item in the budget for tech upgrades that we did not use for laptops so funds would be available

Rich Raley moved to; Isai Arredondo seconded; motion carried 6-0

10. *Board Training Hours*

Mr. Webb went discussed several changes in the required CE courses for board member and noted that training hours are being added each year. Because COVID kept everyone from training in 2020, there are deficiencies but all are registered to complete necessary requirements

Jerrell Roque – needs 1 required course; Laura Spiers - needs 1 required course; Laura Vincent – deficient but registered; Rich Raley – needs 1 course but is registered; Greg Zaleski – deficient but is registered; Isai Arredondo - deficient but is registered for required hours; David Scott – needs 1 hour course

11. *Consent Agenda:*

- a. Monthly Financial Report
- b. Minutes - September 13, 2021 Regular Mtg

David Scott moved to approve; Isai Arredondo seconded; motion carried 6-0

12. *Superintendent Report:*

- a. Demographic Study – last one was done in 2018-2019; Mr. Webb feels we are due for another; \$9,500 for updated study
- b. Facilities – discussion regarding public use of turf football field due to some damage
- c. Soccer Club – club has formed as we will commit to soccer team next year or when we are 4A with othr district to play

At 7:21pm, the board took a short break and then went in to closed session at 7:29pm

13. *Closed Session:*

- Tex. Govt. Code 551.071 Attorney Consultation
- Tex. Govt. Code 551.072 Real Property Deliberations
- Tex. Govt. Code 551.073 Prospective Gifts Negotiations
- Tex. Govt. Code 551.074 Personnel Matters
- Tex. Govt. Code 551.076 Security Personnel, Devices, Audits
- Tex. Govt. Code 551.0785 Medical or Psychiatric Records
- Tex. Govt. Code 551.082 School Children; School District Employees; Disciplinary Matter or Complaint
- Tex. Govt. Code 551.0821 Personally Identifiable Student Information
- Tex. Govt. Code 551.089 Information Resource Technology Security

Returned to open session at 7:57pm

14. *Adjourn*

There being no more business, the meeting adjourned at 7:58pm

---

Presiding Board Officer

---

Date



## Minutes of Special Meeting The Board of Trustees LVISD

A special meeting of the Board of Trustees of Lago Vista ISD was held on Monday, October 25, 2021, in the Board Room in Viking Hall, 8039 Bar K Ranch Road, Lago Vista, Texas.

### **LVISD Board Members**

Laura Vincent  
Jerrell Roque  
Isai Arredondo  
Richard Raley  
Greg Zaleski  
David Scott  
Laura Spiers

### **Also Present**

Darren Webb, Superintendent  
Jason Stoner, Director of Finance  
Russell Maynard, Technology Director  
Jason Andrus, Huckabee  
Paul Ornelas, LAN  
Dallas Hagan, Weaver & Jacobs

- 1. Pledge of Allegiance/Call to Order*  
Laura Vincent called the meeting to order at 6:01pm
- 2. Approval of Construction Manager at Risk Proposed Guarantee Maximum Price for Middle School Construction Phase*  
David Scott motioned to approve the GMP for Lago Vista Middle School as presented; Greg Zaleski seconded; motion carried 7-0
- 3. Adjourn*  
There being no more business the meeting adjourned at 6:14pm

---

Presiding Board Officer

Date