



# SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

## Agenda Item Summary

Meeting Date: November 17, 2021

Agenda Section: Consent

Agenda Item Title: Professional Services Consulting Agreement with Erasmo Rodriguez.

From: Tony Kingman, Chief Financial Officer

Additional Presenters if Applicable: Dolores Sendejo, Deputy Superintendent

Description: Independent consulting contract with Erasmo Rodriguez. Contractor will be used to oversee construction projects within the district.

Historical Data: The District uses consulting contracts periodically to assist where needed. The contract is not to exceed \$80,000 and requires Board approval per Board Policy CH Local.

Recommendation: Approve the Professional Services Consulting Agreement with Erasmo Rodriguez as presented.

Funding Budget Code and Amount: Fund 199 - \$80,000

**PROFESSIONAL SERVICES  
CONSULTING AGREEMENT**

*By and Between*

**SOUTH SAN ANTONIO INDEPENDENT  
SCHOOL DISTRICT**

and

**ERASMO RODRIGUEZ**

**ERASMO RODRIGUEZ** hereinafter called “Consultant” agrees to provide various consulting activities and products as detailed below in Part I of this consulting agreement (“Agreement”) in return for fees as enumerated below to **SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**, (“SSAISD” or “District”). The Services include the following components, as indicated.

**PART I. SERVICES**

Consultant, in accordance with the provisions of Texas Education Code §44.031(f) agrees to provide SSAISD, during the term of this Agreement, the following professional services:

- 1.1 Provide advice and assistance to SSAISD staff in multiple areas of District maintenance and operations including, but not limited to:
  - a.) project management;
  - b.) direct consultation with contractors and architects regarding ongoing implementation of construction/facility projects;
  - c.) oversee, consult, and guide implementation of enhanced program offerings requiring facility modifications and related construction;
  - d.) lead and guide maintenance and operation staff in the areas of planning, system development and teambuilding;
  - e.) development and implementation of innovative operational enhancements for existing preventative maintenance programs, inventory management, etc.; and,
- 1.2 Provide other services related to the above matters as agreed to by the parties.

## **PART II. GENERAL PROVISIONS**

In performing these Services, Consultant and the SSAISD agree to the following additional terms and conditions:

- 2.1 Consultant shall be available for direct consultation with the SSAISD, but shall maintain primary contact with the Superintendent or other person designated by the Superintendent.
- 2.2 The SSAISD shall provide for the reproduction and dissemination of major reports or other written materials.
- 2.3 Services provided by Consultant shall be provided by Consultant or through resources under a SSAISD-authorized subcontract.
- 2.4 The SSAISD shall provide Consultant with access to necessary background information relating to facility and operational performance and preferences and other pertinent data.
- 2.5 Information obtained by Consultant from the SSAISD shall remain confidential unless authorization for the release of the information has been approved by an authorized representative of the SSAISD.
- 2.6 Consultant is not an employee of SSAISD, and is not entitled to fringe benefits, pension, workers' compensation, retirement, etc. SSAISD shall not deduct Federal income taxes, FICA (Social Security), or any other taxes required to be deducted by an employer, as this is the responsibility of Consultant.
- 2.7 This Agreement shall be in force from \_\_\_\_\_ through \_\_\_\_\_ 2021, unless sooner terminated. The parties may agree to modify the scope of the project.
- 2.8 This Agreement may be terminated at any time without cause by either party upon thirty (30) days written notice to the other party. In the event of termination, fees shall be payable through the date of termination only.
- 2.9 This Agreement shall be governed by the laws of the State of Texas and venue for all purposes incident to this Agreement shall lie in Bexar County, Texas.
- 2.10 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the SSAISD or Consultant.
- 2.11 In the event that SSAISD is required to furnish information or records compiled by Consultant in the performance of this Agreement pursuant to the Texas Public Information Act, Consultant shall furnish such information and records to SSAISD and SSAISD shall have the right to release such information and records.

- 2.12 SSAISD does not waive or relinquish any governmental immunities or defenses on behalf of itself and its trustees, officers, employees, or agents as a result of the execution of this Agreement and performance of the functions or obligations described herein. Nothing herein shall be construed as creating any personal liability on the part of any officer, director, employee or representative of SSAISD.

### **PART III. FEES**

- 3.1 Consultant's daily fee for those services described in Part I, above shall be \$650.00 per day, including expense reimbursements paid under paragraphs 3.2 and 3.3, below.
- 3.2 Fees will be billed in monthly invoices for the term of this Agreement, plus any accrued expenses.
- 3.3 Actual expenses shall include, but not be limited to:
- 3.3.1 all travel costs;
  - 3.3.2 mileage is reimbursed at the approved SSAISD rate; and
  - 3.3.3 such other expenses as may be approved in writing by SSAISD.
- 3.4 Payment shall be due upon receipt of an invoice for same.

### **PART IV. NOTICES AND MAILINGS.**

- 4.1 Official communications, except as otherwise noted, shall be considered delivered to the SSAISD if mailed to the following, or to such other address as may be designated, in writing, from time to time:

Dr. Marc Puig, Superintendent of Schools  
SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT  
1450 Gillette Blvd.  
San Antonio, TX 78224

- 4.2 Payments and other official communications shall be considered delivered to Consultant if mailed to the following, or to such other address as may be designated, in writing, from time to time:

ERASMO RODRIGUEZ  
Po Box 148  
Pettus, TX 78146

CONSULTANT:

ERASMO RODRIGUEZ

SSAISD:

SOUTH SAN ANTONIO INDEPENDENT  
SCHOOL DISTRICT

\_\_\_\_\_  
Erasm Rodriguez  
Consultant

By: \_\_\_\_\_  
Dr. Marc Puig  
Superintendent

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

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

DRAFT