

**Consider approval of the agreement with the Uvalde CISD Moving Forward Foundation
July 15, 2024**

1. Background:

After the tragedy on May 24, 2024, the Uvalde CISD Moving Forward Foundation, a Texas nonprofit corporation, was formed to replace Robb Elementary with a new elementary school campus. The Foundation already had contracts with the Architect for the design of the new elementary school.

2. Process:

The State of Texas provided funds to the district for the purpose of building a new elementary school. With the State funds - TEA established certain guidelines that the district must adhere to and the agreement will ensure the Foundation and District are in compliance with TEA's guidelines.

3. Fiscal Impact:

No Fiscal Impact

4. Recommendation:

The Administration recommends approval of the agreement as presented.

5. Action Required:

Approval of the agreement with the Uvalde CISD Moving Forward Foundation as presented

6. Contact Person:

Pam Bendele

AGREEMENT

This **AGREEMENT** ("Agreement") is made as of the date of full execution by the Parties (the "Effective Date"), by and between the **UVALDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT** (the "District") and the **Uvalde CISD Moving Forward Foundation**, a Texas non-profit corporation (the "Foundation"). The District and the Foundation are each referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS:

A. The Foundation is a non-profit foundation whose mission is to support the District's unforeseen educational mission in connection with its recovery from the traumatic events of May 24, 2022 at Robb Elementary School, including, but not limited to design and construct a new elementary school campus for District (the "Project"), and has qualified under section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code").

B. As a result of the damage done and emotional trauma associated with students and staff returning to the site of the May 24th tragedy, it is necessary for the District to construct a new elementary facility and to provide a new campus in replacement of Robb Elementary School for the purpose of educating students, and for any additional uses as the District may deem.

C. The Foundation has raised substantial funds to cover design and construction for the project. Additionally, the District has received funding from the State for the design, planning and construction for the project. Prior to entering this Agreement and prior to the District's receipt of state funds, the Foundation had already contracted with an Architect (Huckabee) to design the new elementary school. A Contractor (Satterfield & Pontikes) was contracted with in February 2024 to build the Project. The Architect has been actively engaged in designing and preparing for the Project since approximately June 2022. Both the Architect and Contractor have donated all or large portions of their services in kind that they normally would charge on such a project. The Contractor has already begun contracting with subcontractors for the Project and has begun construction. Both the Architect and Contractor agreements are solely between the Foundation and the respective Architect and Contractor. The District is not a party to those agreements.

D. The State of Texas has provided funds ("State Money") to the District for the purpose of building a new elementary school.

E. In consideration of the foregoing, the Parties desire to enter into this Agreement for purposes of enabling the District to contribute the State Money to the Foundation for the Project.

F. The School Board has determined that the undertakings and obligations of the District contained herein are in furtherance of the public purposes of the District.

ACCORDINGLY, in consideration of the foregoing and the covenants, agreements, representations and warranties set forth in this Agreement, the Parties hereby **AGREE** as follows:

1. Because the Foundation has already contracted with an Architect and Contractor for the purpose of designing and constructing the Project and because the Architect and Contractor have already been actively engaged in the design and construction process, the Foundation required and still requires that the District agree to accept the engagement of Huckabee and Satterfield & Pontikes for the Project. The Foundation will not accept the District's State Money unless the District agrees to use the Architect and Contractor already hired and engaged by the Foundation – as evidenced by its signature on this Agreement.

2. The District and Foundation agree that the State Money will be used solely for the construction of the Project. The District will pay the Foundation from the State Money for purposes of paying the construction costs. The Foundation will provide the District copies of undisputed pay applications that have been approved by the Architect and paid from monies provided by the District's State Money. The Foundation will continue paying the undisputed, approved pay applications with the State Money until the State Money has been fully depleted. The Foundation will provide the District with quarterly expenditure and construction progress reports that the District can provide to the State for required accounting on the State Money.

3. The District will not require that the Project be competitively bid, as the Project is a Sole Source Project based on the representations of the Foundation that the Architect and Contractor are already under contract and actively engaged in the Project and the requirement that the District agree to these professionals.

AGREED TO:

UVALDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: _____
Ashley Chohlis, Superintendent of Schools

Date: _____

UVALDE CISD MOVING FORWARD FOUNDATION
a Texas non-profit corporation

By: _____
Charles Clines, Board President

Date: _____