



OFFICE OF CONTRACTS
6300 Dwyer Drive, Unit 501
Corpus Christi, TX 78412-3101

September 26, 2016

Dr. Nora R. Garza
1701 Mier Street
Laredo, Texas 78043

Via email: nrgarza@laredo.edu

Re: Renewal of Agreement – Professional Services Agreement

Dr. Garza:

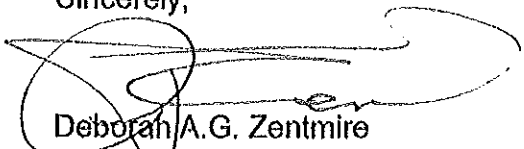
This letter constitutes an offer of renewal of the Agreement between you, and TAMU-CC. Unless specifically revised herein, all terms of the original Agreement with an initial term of March 7, 2016 through September 30, 2016, are incorporated (See, Exhibit 1).

Pursuant to §2 of the Agreement, TAMU-CC wishes to exercise a one year renewal option for a term of October 1, 2016 through September 30, 2017.

To accept the renewal option, please sign 2nd page and return via 1st class mail or email to dzentmire@tamucc.edu.

If you have any questions, please do not hesitate to contact me at (361) 825-3918.

Sincerely,



Deborah A.G. Zentmire
Contracts Manager, CTCM

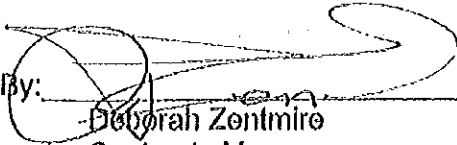
cc: Catherine Bridges, Business Coordinator


Nora R. Garza - Annual Renewal
September 26, 2016
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- Yes, I agree to the renewal for the term of January 1, 2017 through December 31, 2017.
- No, I do not agree to the annual renewal.

TEXAS A&M UNIVERSITY
CORPUS CHRISTI

NORA R. GARZA

By: 
Deborah Zentmire
Contracts Manager

By: 
Nora R. Garza

Dated: September 21, 2016

Title: External Evaluator
Dated: 9/28/2016



OFFICE OF CONTRACTS
6300 Ocean Drive, Unit 3731
Corpus Christi, TX 78412-3731

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN TEXAS A&M UNIVERSITY -- CORPUS CHRISTI
AND DR. NORA R. GARZA**

This Professional Services Agreement ("Agreement") between Texas A&M University- Corpus Christi, a member of The Texas A&M University System, an agency of the State of Texas ("University"), and Nora R. Garza, ("Provider"), is made and entered into as of March 7, 2016 ("Effective Date").

This Agreement is for the provision of professional services outlined in the Scope of Work. Provider represents to having the knowledge, ability, skills and resources to provide such services in accordance with the terms and requirements of this Agreement. To any extent required under the Scope of Work, Provider represents that any part of the performance required to be performed by a professional having state licensure in good standing will be performed by such licensed professional.

University and Provider hereby agree as follows:

1. SCOPE OF WORK

- A. Provider shall provide services for three components: Summer Prep Academy; Family Engagement Activities; and Faculty learning communities and training for online courses.
- B. The scope of the work ("Work") and the time for performance thereof, is as set forth in Appendix A attached hereto and made a part hereof for all purposes including the HUB subcontracting plan (if applicable), and any reports required thereunder.
- C. Upon execution of this Agreement, all services previously performed by Provider on behalf of University and included in the description of the Work, shall become part of the Work and shall be subject to the terms and conditions hereof.
- D. University shall take reasonable precautions to verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action, and other data supplied to Provider for use in the Service under this Agreement. Provider shall use reasonable efforts to verify the accuracy and suitability of any information supplied to Provider by University, or any other party, that Provider uses for the Project. Provider shall identify to the University in writing any such documents or data which, in Provider's professional opinion, are unsuitable, improper, or inaccurate in connection with the purposes for which such documents or data are furnished. University does not warrant the accuracy or suitability of such documents or data as are furnished unless Provider advises University in writing that, in Provider's professional opinion, such documents or data are unsuitable, improper, or inaccurate and University confirms in writing that it wishes Provider to proceed in accordance with the documents or data as originally given.

E. Provider agrees and acknowledges that University is entering into this Agreement in reliance on Provider's represented professional abilities with respect to performing the services, duties, and obligations under this Agreement. Provider shall perform its services in accordance with the usual and customary professional standards of care, skill, and diligence consistent with its industry and like firms in Texas that provide professional services for projects that are similar in size, scope, and budget to the Project (the "Standard of Care"). Subject to this Standard of Care, Provider shall interpret and apply applicable national, Federal, State, and municipal laws, regulations, codes, ordinances, and orders in effect at the time the services are provided. There are no obligations, commitments, or impediments of any kind known to the Provider that will limit or prevent performance by Provider of its services.

F. Provider shall allocate adequate time, personnel, internal administration, supervision, and resources as necessary to perform its services in an expeditious and economical manner consistent with the interests of the University. Provider's Project Principal(s) responsible for managing the Project is identified in Appendix A and, while employed by Provider, shall not be changed without the prior written approval of the University.

G. University's approval or acceptance of Provider's services shall not relieve Provider of any of its professional duties nor release Provider from any liability for negligent delivery of such services because University is, at all times, relying upon Provider's skill and knowledge in performing Provider's services. University shall have the right to reject any of Provider's services due to any material errors or omissions in any deliverables prepared by Provider or its consultants. Upon notice of any such errors or omissions, Provider shall promptly provide any and all services necessary to correct or remedy them at no additional cost to the University. Provider's obligation to correct its errors and omissions is in addition to, and not in substitution for, any other remedy for defective services which University may have at law or in equity, or both.

2. TIME FOR COMMENCEMENT AND COMPLETION

It is understood that time is of the essence in the Work to be performed under this Agreement and that Provider shall complete all authorized Work in accordance with the time for performance described for the Work, and in a minimum of time consistent with the highest customs, standards, and practices of Provider's business or profession.

The initial term of this Contract shall be March 7, 2016 through September 30, 2016. This contract may be renewed annually in writing for Four (4) one year periods. Initial term with renewals may not exceed 5 years.

3. PAYMENT TERMS and MAXIMUM CONTRACT SUM

A. The sum of SEVEN THOUSAND FIVE HUNDRED AND NO/100THS DOLLARS (\$7,500.00) shall be paid to Provider for the initial term during the period of March 7, 2016 through September 30, 2016. Payment shall be made upon completion of services and reports for the initial term.

B. If Contract renews, the Provider shall be paid FIFTEEN THOUSAND AND NO/100THS DOLLARS (\$15,000.00) per one year term thereafter. Payment shall be made in two installments of \$7,500.00, made on or about May 1st and September 1st.

C. Payments of the amount due to Provider will be provided by University upon receipt of an invoice which details the date of service and description of work performed. The invoice must be

signed by the Provider and submitted to University at the address specified in Section 9 below.

4. DEFAULT AND TERMINATION

A. In the event of substantial failure by a party hereunder to perform in accordance with the terms hereof, the other party may terminate this Agreement upon fifteen (15) days written notice of termination setting forth the nature of the failure (the termination shall not be effective if the failure is fully cured prior to the end of the fifteen-day period), provided that said failure is through no fault of the terminating party.

B. University may, without cause, terminate this Agreement at any time upon giving thirty (30) days advance notice to Provider. Upon termination pursuant to this paragraph, Provider shall be entitled to payment of such amount as shall compensate Provider for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement, provided Provider shall have delivered to University a final report describing the work completed to the date of termination. University shall not be required to reimburse Provider for any services performed or expenses incurred after the date of termination notice.

5. UNIVERSITY FACILITIES (if needed)

University will provide Provider with office space, as needed, to carry out Provider's duties under this Agreement. Any non-consumable items provided by University will remain University property at the termination of this Agreement unless otherwise agreed in writing. Provider and its employees will be permitted access to and use of the allocated office space, but University reserves the right to enter the premises to conduct University business, as may be reasonably necessary or for health and safety purposes.

6. INSURANCE

TAMU-CC has not assessed the risk that may be applicable to the Provider under this Agreement, and does not carry medical, accidental/medical and general liability insurance that covers the Provider. The Provider shall assess its own risks and if it deems inappropriate and/or prudent, maintain its own coverage. The Provider is not relieved of any liability or other obligations assumed pursuant to this agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

7. TAXES

Provider shall also indemnify the University against all liability and loss in connection with, and shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to Independent Contractor or Independent Contractor's employees, agents or representatives engaged in performance of the Agreement.

8. OWNERSHIP AND USE OF DOCUMENTS

All documents prepared by the Provider under this Agreement, and the ideas and designs contained therein, shall be property of the University. Provider shall be permitted to retain copies, including reproducible copies, of all documents prepared by the Provider for information and reference in connection with the project.

9. NOTICES

Any notice required or permitted under this Agreement must be in writing, and shall be deemed to

be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonable means and will be effective when actually received. University and Provider can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

Texas A&M University:Legal Notices:

Texas A&M University – Corpus Christi
Attn.: Director of Contracts and Property
6300 Ocean Drive, MS 5731
Corpus Christi, Texas 78412
Telephone: (361) 825-2422
Email: contracts@tamucc.edu

Invoices to:

Texas A&M University – Corpus Christi
Attn.: Catherine Bridges, Business Coordinator
6300 Ocean Drive, GSSC 143G
Corpus Christi, Texas 78412
Telephone: (361) 825-2268
Email: Catherine.bridges@tamucc.edu

Provider:

Dr. Nora R. Garza
1701 Mier Street
Laredo, Texas 78043
Telephone: 956-645-4793
Facsimile:
Email: nrgarza@LARBDO.EDU

10. PUBLIC INFORMATION

Information provided to Provider by University, including but not limited to information from the members, officers, agents, or employees of The Texas A&M University System or any of its components, and information provided to Provider by members of the public or any other third party shall belong to University.

Information created, derived, or otherwise produced by Provider prior to initiation of this Agreement or unrelated to the work conducted under this Agreement shall remain the exclusive property of Provider. Provider shall have the responsibility of clearly designating any confidential information that is provided to the University. In the event University receives a request for public information that includes information designated by Provider to be confidential, University will provide notice to Provider.

Provider acknowledges that TAMU-CC is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Contract, as well as any other disclosure of information required by applicable Texas law.

Upon TAMU-CC's written request, Provider will provide specified public information exchanged or created under this Contract that is not otherwise excepted from disclosure under chapter 552, *Texas Government Code*, to Texas A&M University – Corpus Christi in a non-proprietary format acceptable to TAMU-CC. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which TAMU-CC has a right of access.

Provider acknowledges that TAMU-CC is required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

11. DISPUTE RESOLUTION

The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by University and Provider to attempt to resolve any claim for breach of contract made by Provider that cannot be resolved in the ordinary course of business. Provider shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of Texas A&M University, who shall examine Provider's claim and any counterclaim and negotiate with Provider in an effort to resolve the claim.

12. HUB SUBCONTRACTING (if applicable)

It is the policy of the State of Texas, the Texas Procurement and Support Services and the Texas A&M University System to encourage the use of Historically Underutilized Businesses (HUBs) in our prime contracts, subcontractors and purchasing transactions. The goal of the HUB program is to promote equal access and equal opportunity in A&M System contracting and purchasing. The Provider having been awarded this Contract in part by complying with the Historically Underutilized Business (HUB) Certification Program, Chapter 111, Subchapter B, 1 T.A.C., shall continue to comply with the program and its accepted HUB Subcontracting Plan.

Provider agrees on allocating work to subcontractors (consultants) as listed (or indicated) on their HUB Subcontracting Plan, in accordance with The Texas A&M University System Policy on Historically Underutilized Businesses. No changes to the HUB Subcontracting Plan may be made unless approved in writing by the University. While this Agreement is in effect and until the expiration of one year after completion, the University may require information from the Provider, and may conduct audits, to assure that the HUB Subcontracting Plan is followed.

13. MISCELLANEOUS

A. Provider agrees to indemnify and hold harmless University from any claim, damage, liability, expense or loss arising out of Provider's negligent or intentional acts or omissions in performance under this Agreement.

B. Provider shall neither assign its rights nor delegate its duties under this Agreement without

the prior written consent of University.

C. Provider shall be an independent contractor, and neither Provider nor any employee of Provider shall be deemed to be an agent or employee of University. As an independent contractor, Provider will be solely responsible for determining the means and methods for performing the services described. Provider shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to, those of University relative to conduct on its premises.

D. Ethics Matters. Neither Provider nor its employees, agents, representatives or consultants will assist or cause any University employee to violate the University's Conflicts of Interest Policy or applicable state ethics laws or rules. Provider represents and warrants that no member of the Board of Regents of the Texas A&M University System has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

E. This Agreement constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreement. This Agreement may not be amended or otherwise altered except upon the written agreement of both parties.

F. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against University shall be in the county in which the primary office of the chief executive officer of University is located.

G. If Provider is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Provider certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Provider is exempt from the payment of franchise (margin) taxes.

H. University may request a consultant to perform a criminal background check on any employee and/or representative of Provider who conducts business pursuant to this Agreement on the campus of University.

I. Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

J. Pursuant to Section 2252.903, *Texas Government Code*, Provider agrees that any payments owing to Provider under this Agreement may be applied directly toward certain debts or delinquencies that Provider owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

K. Provider expressly acknowledges that University is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by University of its right to claim such exemptions, privileges, and immunities as may be provided by law.

L. Provider acknowledges and understands that Section 2252.901, *Texas Government Code*, prohibits University from using state appropriated funds to enter into any employment contract, consulting contract, or professional services contract with any individual who has been previously employed, as an employee, by the agency within the past twelve (12) months. If Provider is an

Individual, by signing this Agreement, Provider certifies that Section 2252.901, *Texas Government Code*, does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.

M. Performance by University under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, University will issue written notice to Provider and University may terminate this Agreement without further duty or obligation hereunder. Provider acknowledges that appropriation of funds is beyond the control of University.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date indicated below their signatures.

TEXAS A&M UNIVERSITY
CORPUS CHRISTI

DR. NORA R. GARZA

By: John A. Casey
John Casey
Director of Contracts and Property
Dated: 3-16-2016

By: Nora R. Garza Ph.D.
Dr. Nora R. Garza
Dated: March 16, 2016

APPENDIX A- SCOPE OF WORK

Re: Contract for Services between TAMU-CC and Dr. Nora R. Garza

Nora R. Garza, External Evaluator for the Title V grant (P031S150027), the scope of work includes:

1. Provide the Assistant Vice President for Student Success and the Director for Project GRAD at TAMUCC with grant objective and quantifiable data about the achievements of Project GRAD on a semester basis.
2. Promote integration of each component into the regular institutional operations when development is complete to provide avenues for institutionalization.
3. Provide information and reports concerning the extent to which the activity objectives have been reached on a semester basis.
4. Provide formative data on a semester basis, which will contribute quality control and feedback during the project implementation and thus allow for modification and changes.
5. Complete yearly formative reports and a summative report at the end of the grant period to assess the totality of the Project GRAD grant experience. This final report will include formative and summative data, indicating where adjustments in timelines, and/or objectives are necessary. The final report will indicate the integration of the project activities into the regular operations of the institution. Formative reports will be due no later than 30 days after each site visit. The summative report will be completed on or by October 31, 2020 if the Contract for Services has been renewed through this date. If Contract has not been renewed, then summative report shall be due October 31, 2016.

All reports shall be sent to:

Leslee Schauer, Director of Project GRAD
Texas A&M University – Corpus Christi
6300 Ocean Drive, GSSC 151C
Corpus Christi, Texas 78412
Leslee.Schauer@tamucc.edu

The grant includes one Activity with three components:

- Component 1: Summer Prep Academy
- Component 2: Family Engagement Activities
- Component 3: Faculty learning communities and training for online courses

The External Evaluator will meet with the Project Director and staff, as well as the Assistant

Vice President for Student Success. The Evaluator will also be responsible for communicating electronically, on a monthly basis, to assist in tracking measurement goals, analyzing raw data and summary statistics, creating survey/measurement instruments, interviewing students and campus members, and ensuring accuracy and precision of reporting results. The External Evaluator will produce and implement an evaluation model and submit an annual report on the Project GRAD progress.

By: Nora R. Garza
Nora R. Garza
Dated: 3/16/2016

Hold Harmless Agreement

In consideration of Texas A&M University - Corpus Christi permitting Nora R. Garza to come onto Texas A&M University - Corpus Christi's property to provide certain services, Nora R. Garza agrees to hold Texas A&M University - Corpus Christi and The Texas A&M University System, its Board of Regents, officers, employees, and agents harmless and relieve them from any responsibility or liability for any legal action or damage, cost, or expense (including attorneys' fees) resulting from that work on Texas A&M University - Corpus Christi's property and which may result in any injury to a worker employed by Nora R. Garza.

The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of or relating to this agreement and all of the transactions it contemplates.

Signature: Nora R. Garza

Vendor Name: Nora R. Garza

Printed Name of Person Signing: Nora R. Garza

Title: External Evaluator

Date: March 16, 2016