

Addendum attached hereto and incorporated herein for all purposes.

TCM Contract # 2021-113

MEMORANDUM OF UNDERSTANDING

Agreement for Transportation

This Memorandum of Understanding serves as an agreement between the University of North Texas and the Denton Independent School District (referred to as Denton ISD).

The University of North Texas seeks to engage Denton ISD for transportation service for UNT Upward Bound Program during the summer of 2021. The UNT Upward Bound Program is scheduled June 1, 2021 through July 8, 2021. As both the University of North Texas, through their Upward Bound program, and the Denton ISD seek to serve the children and families of the Denton and North Texas area, this MOU will assist both Parties in achieving their goals. Denton ISD agrees to provide transportation for the Upward Bound Program from the following Campuses:

1. Ryan High School to UNT General Academic Building at 225 South Avenue B, Denton TX 76201
2. McMath Middle School to UNT General Academic Building at 225 South Avenue B, Denton TX 76201
3. Sanger High School to UNT General Academic Building at 225 South Avenue B, Denton TX 76201

In consideration for these transportation services, the University of North Texas agrees as follows:

1. The University of North Texas agrees to pay Denton ISD \$3.57 per mile. Denton ISD will bill the University of North Texas for mileage once per month, with payment to be made within 30 days of invoice.
2. The University of North Texas agrees to pay Denton ISD \$20.00 per hour for each bus driver utilized in providing transportation services.
3. UNT will name Denton ISD as an additional insured and hold harmless Denton ISD regarding transportation services.
4. Reimburse Denton ISD for any unanticipated costs associated with the transportation services.

MISCELLANEOUS:

Independent Contractor: Denton ISD is and at all times shall be deemed to be an independent contractor. Nothing contained herein shall constitute a Joint Venture.

Mutual Responsibility and Preservation of Defenses: The University of North Texas agrees to and accepts full responsibility for acts, negligence and/or omissions of all the University of North Texas employees and agents, subcontractors and/or contract laborers in performing services under this Agreement. This paragraph shall not be construed as a waiver by either party of any defenses available to it under the laws of the State of Texas including, without limitation, the defense of governmental immunity, the limitations of liability-imposed Title 5 of the Texas Civil Practice and Remedies Code, and the limitations of liability during times of disaster and emergency imposed by Chapter 418 of the Texas Government Code, and other applicable laws and statutes.

PROGRAM FUNDING: All funds necessary for the operation of this program, whether by the Denton ISD or the University of North Texas are allocated from the school district's annual fiscal budget, and from current available revenues.

TERM OF AGREEMENT: Term of this agreement is for one year from the date of execution.

DISPUTES: Any dispute arising from the failure of either Denton ISD or the University of North Texas to perform shall be submitted to mediation and may be appealed to the court of jurisdiction in Denton County. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.

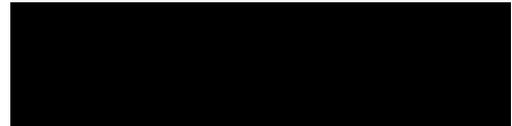
ASSIGNMENT: Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

NOTICES: All notices, demands or other writings may be delivered by either party by U.S. First Class Mail or by other reliable courier at the following addresses:

DENTON ISD:



AND





UNIVERSITY OF NORTH TEXAS

University of North Texas
1112 Dallas Dr. Ste. 4000
Denton, TX 76205
Phone # 940-369-5500

AUTHORIZED EXECUTION: The undersigned administrator or Trustee of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

EXECUTED in duplicate originals as described below.

DENTON INDEPENDENT SCHOOL DISTRICT

UNIVERSITY OF NORTH TEXAS



University of North Texas

EXECUTED on this

Date: 5-19-2021

EXECUTED on this

Date: 5/21/2021

STANDARD ADDENDUM TO AGREEMENT

Contracts with the University of North Texas System and the University of North Texas (collectively, "UNT") are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Payment. In accordance with Chapter 2251 of the Texas Gov't Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to UNT; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: University of North Texas – Business Service Center, 1112 Dallas Dr. Ste. 4000, Denton, TX 76205.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Gov't Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. UNT is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

Breach of Contract Claims Against UNT. Chapter 2260 of the Texas Gov't Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Gov't Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against UNT that cannot be resolved in the ordinary course of business.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part in Denton County, Texas, and venue for any suit filed against UNT shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, UNT's continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, UNT shall issue written notice to Vendor that UNT may terminate the Agreement without further duty or obligation.

Travel Expenses. Reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Delivery. Delivery shall be FOB Destination.

Insurance. UNT, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by UNT shall without further requirement, satisfy all insurance obligations of UNT under the Agreement.

Public Information. UNT shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to UNT in an electronic format. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter. Further, Vendor agrees (1) to preserve contracting information for the duration of the contract and according to UNT records retention requirements; (2) to promptly provide contracting information to UNT when requested; and (3) upon completion of the contract to provide, at no cost, all contracting information to UNT or to preserve all contracting information according to UNT's records retention requirements.

Required Posting of Contracts on Website. Vendor acknowledges and agrees that UNT is required by Section 2261.253 of the Texas Gov't Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

Israel Non-Boycott Verification. If the Agreement is subject to Texas Gov't Code Section 2271.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Limitations. UNT is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on UNT property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on UNT, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

VENDOR: Denton ISD

UNIVERSITY OF NORTH TEXAS

By:

Name:

Title:

Date:

05/19/2021

Date: 5/21/2021

Declaration of Procurement Method

The attached contract document has been issued as a result of either a sole source or proprietary justification approved by the University of North Texas System Procurement Department.

The approved justification form is on file with the UNT System Procurement Department records.