

STATE OF TEXAS §  
COUNTY OF TRAVIS §

Division Number: 900-06	Program Name: Reading Excellence Team Pilot Program
Org. Code: _____	Legal/Funding Authority: SB 935
Speed Chart: 7P010	TGC 791 & TEC Ch. 8
Payee Name: Education Service Center Region 5	Payee ID: 1741588175
ISAS Contract #: 3681	PO #: 36266

Amendment 1

**AMENDMENT TO  
INTERLOCAL COOPERATION CONTRACT  
BETWEEN  
TEXAS EDUCATION AGENCY  
AND**

**Education Service Center Region 5**

PERFORMING PARTY

It is mutually understood and agreed by the undersigned contracting parties of the above referenced contract to amend said contract.

This amendment is necessary to revise the contract budget to meet the needs of the project. Adjustments required to the budget exceed the twenty-five percent threshold among direct cost categories. Attachment 1, titled Revised Budget is attached hereto and incorporated herein by reference.

Receiving Party shall pay Performing Party in accordance with the approved budget for the services performed described in this ICC. Receiving Party shall pay for services received from the appropriation item or account from which the Receiving Party would ordinarily make expenditures for similar services or resources. Payments received by the Performing Party shall be credited to its current appropriation item(s) or account(s) from which the expenditure for the services or resources was made.

Performing Party shall bill Receiving Party monthly for services rendered in accordance with the provisions of the ICC. Performing Party may submit invoices electronically to the following email address: [TEAAccountsPayable@tea.texas.gov](mailto:TEAAccountsPayable@tea.texas.gov) or the Performing Party can direct invoices to:

Texas Education Agency  
Attn: Accounting Department  
1701 N. Congress Avenue  
Austin, Texas 78701-1494

Purchases of food are generally prohibited and must be preapproved by the TEA Project Manager. Food purchases must be in accordance with Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200, Subpart E, §200.432. Purchases must be necessary and reasonable for the successful performance of the Contract. This applies to both federal and state funded contracts. Website to view the regulations: [http://www.ecfr.gov/cgi-bin/text-idx?SID=f61b41b94d57ed256eb46811a14d243d&mc=true&node=se2.1.200\\_1432&rgn=div8](http://www.ecfr.gov/cgi-bin/text-idx?SID=f61b41b94d57ed256eb46811a14d243d&mc=true&node=se2.1.200_1432&rgn=div8)

TEA follows the Federal Rate Schedule for reimbursement of meal and lodging expenditures adopted by the State of Texas. Performing Agency shall maintain receipts in according. The Comptroller's website for travel rules and regulations – **textravel**: <https://fmx.cpa.state.tx.us/fmx/travel/textravel/index.php>. Receipts must be made available for programmatic or financial audit, by TEA and by others authorized by law or regulation to make such an audit, for a period of not less than seven (7) years. Effective 01/01/17, the mileage rate is .53.5¢.

Contractor must make full disclosure of intent to employ or subcontract with an individual who is a former employee/retiree of TEA. Within the first twelve months of leaving employment at TEA, a former employee/retiree selected by the Contractor for employment or subcontracting, shall not perform services on a project or fill a position that the former employee/retiree worked on while employed at TEA.

Texas Government Code § 572.069. CERTAIN EMPLOYMENT FOR FORMER STATE OFFICER OR EMPLOYEE RESTRICTED. A former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving a person may not accept employment from that person before the second anniversary (24 months) of the date the officer's or employee's service or employment with the state agency ceased.

All other terms and conditions of the original contract remain the same and are incorporated herein as if specifically written. It is agreed and accepted by the authorized representatives of the undersigned parties that all terms and conditions of this amendment are effective on the date written above.

RECEIVING PARTY

PERFORMING PARTY

TEXAS EDUCATION AGENCY

Region 5 ESC

By: *Kara Belew*  
Name  
Kara Belew

By: *J. L. Little*  
Name  
Executive Director

Deputy Commissioner of Finance Administration

Title

6/6/17  
Date

5-12-17  
Date

Return one copy electronically to  
[TEAContracts@tea.texas.gov](mailto:TEAContracts@tea.texas.gov) or by mail:  
Norma Barrera, Purchasing and Contracts  
Texas Education Agency  
1701 North Congress Avenue, Room 2-125  
Austin, Texas 78701-1494

<b>Revised Budget</b> <b>ESC REGION 5</b> <b>READING EXCELLENCE TEAM PROGRAM 2016-2017</b>		
<b>Cost Categories</b>	<b>Previous Approved Budget</b>	<b>Revised Budget (Amd 1)</b>
<b>A. Services</b>		
1. Payroll	140,000	138,034
2. Fringe Benefits	11,477	12,322
3. Travel	50,000	3,332
Travel Professional Development	12,000	12,000
4. Contracted Services		
5. Indirect Costs @ 7.63% - less than 10.090% Restricted Rate	20,000	20,960
6. Training Reimbursement		
<b>Subtotal of Services:</b>	<b>233,477</b>	<b>186,648</b>
<b>B. Resources</b>		
1. Equipment	0	\$24,000
2. Supplies and Materials	4,000	28,000
Consumable supplies	4,000	4,000
Communication costs	0	15,352
3. Other operating costs		
Duplicating/Printing	0	1,000
ESC meeting rooms	3,000	3,000
Computer, telephone, mifi	17,523	0
<b>Subtotal of Resources:</b>	<b>28,523</b>	<b>75,352</b>
<b>Total Budget:</b>	<b>\$262,000.00</b>	<b>\$262,000.00</b>