

City of Deer Park

610 E. San Augustine ~ P.O. Box 700 ~ Deer Park, Texas 77536 ~ 281.478.2050

October 30, 2019

Jaime and Roland Sanchez 4118 Dogwood Hill Street Pasadena, Texas 77503

Dear Mr. and Mrs. Sanchez,

Hereby contracted with the City to administer and be the proprietor of The Community Center Preschool, LLC Program.

Compensation:

In full consideration for the performance of the services, and for any rights granted or relinquished by the Contractor under this Agreement, the Contractor will pay:

A. \$1,250 for the time frame of August 24 - 31, 2020.

B. \$5,000 each month from September 1, 2020 thru May 31, 2021.

Terms:

The terms of this second year agreement extension shall commence on the 24th day of August, 2020 thru the 31st day of May, 2021, covering the 2020-2021 Deer Park Independent School District (DPISD) school year. This is a one year agreement extension with the option to renew for up to four (4) years an additional years. This is the second extension of the four year option to renew.

Contractor to Provide:

Contractor agrees to provide all the necessary labor, supplies and materials to perform Pre-School Education services for the City.

City to Provide:

A. The exclusive use of rooms 14, 15, 16, 17 & 18 at the Deer Park Community Center located at 610 E. San Augustine, Deer Park, Texas 77536, between the hours of 7:30AM – 3:30PM, Monday thru Friday.

i. Storage rooms may be used by permission from the City.

B. The City will provide custodial services, utilities including but not limited to: gas, water, and sewer at the Deer Park Community Center.

I, Jaime Sanchez (Authorized Representative's Nam			
Community Center Preschool terms and conditions set forth in the City Recreation Department Contract for Independent Contractor dated	ofD	eer Park	Parks and
Recreation Department Contract for Independent Contractor dated	1013	31/19	·

Jame Sanchez	Community Center Preschool Director
10 31 19	Date
$M \gg$	
// hali	Parks and Recreation Director's Signature
10.31.19	Date
Jasthatr	City of Deer Park Mayor's Signature
11519	Date



City of Deer Park

610 E. San Augustine ~ P.O. Box 700 ~ Deer Park, Texas 77536 ~ 281.478.2050

January 18, 2019

Jaime and Roland Sanchez 4118 Dogwood Hill Street Pasadena, Texas 77503

Dear Mr. and Mrs. Sanchez,

Hereby contracted with the City to administer and be the proprietor of The Community Center Preschool, LLC Program.

Compensation:

In full consideration for the performance of the services, and for any rights granted or relinquished by the Contractor under this Agreement, the Contractor will pay:

A. \$1,250 for the time frame of August 26-30, 2019.

B. \$5,000 each month from September 1, 2019 thru May 31, 2020.

Terms:

The terms of this 1st year agreement extension shall commence on the 26th day of August, 2019 thru the 31st day of May, 2020, covering the 2019-2020 Deer Park Independent School District (DPISD) school year. This is a one year agreement extension with the option to renew up to (4) additional years.

Contractor to Provide:

Contractor agrees to provide all the necessary labor, supplies and materials to perform Licensed Pre-School Program Services.

City to Provide:

A. The exclusive use of rooms 14, 15, 16, 17, 18 and office area at the Deer Park Community Center located at 610 E. San Augustine, Deer Park, Texas 77536, between the hours of 7:30AM – 3:30PM, Monday thru Friday.

i. Storage rooms may be used by permission from the City.

B. The City will provide custodial services, utilities including but not limited to: gas, water, and sewer at the Deer Park Community Center.

I, (Authorized Representative's Name), herein agree to the Community Center Preschool terms and conditions set forth in the City of Deer Park Parks and Recreation Department Contract for Independent Contractor dated

Director's Signature
Title

Date

Mayor's Signature

Title

Date

Date

SPECIFICATIONS

SECTION I: Proposal Intent

Premises

The City of Deer Park is seeking bids for the Administration of a Pre School Program Licensed with the State of Texas to be housed at the Deer Park Community Center 610 E. San Augustine.

Contract Length

This contract will run from August 28, 2017 thru August 27, 2019. The City of Deer Park will then have the option to renew the contract with the current vendor for an additional year of service. This option may be exercised for up to five (5) concurrent years. This option will be reviewed each year. If at any time during the contract term the vendor does not meet the requirements specified herein, the City shall have the right to cancel the contract with 90-days written notice. The vendor may also give a 90-day notice to terminate the contract.

Schedules

The Awarded proposer will provide a schedule of room usage with dates and times to administer the Pre School Program. Additional requests may be requested. The City of Deer Park will provide rooms 14, 15, 16, 17 & 18 for Program usage. Program must be offered and administered during the official Deer Park Independent School Year.

General Standards

Parks and Recreation Director or Designated Representative will monitor the quality of work provided by the contractor and will immediately report to the successful Contractor if standards are not met. The successful Contractor will then be required to meet those obligations required/requested in this Request for Proposal.

Contractor is responsible for appointing or selecting a designated representative to serve as spokesperson or point of contact on behalf of the contractor. The Contractor agrees to notify the Parks and Recreation Director or Designated Representative of any changes associated with the (i.e. contact information, representative change, etc.) in a timely manner not to exceed five (5) business days.

Contractor shall be solely responsible for any injuries to Contractor's personnel while working under the auspice of the Contracted Program.

Equipment

Contractor will provide all necessary equipment to provide instruction and administration of the Program. The City of Deer Park is under no obligation to purchase any items for the contracted program unless approved by the Director of Parks and Recreation or Designated Representative. Contractor may store equipment in rooms but "at risk".

Contractor shall be responsible for all damages to his equipment during the course of this agreement. The City reserves the right to condemn Contractor's equipment, if said equipment is judged to be unsafe for use, posing a health and/or safety matter, or is otherwise working improperly.

Any damage incurred to City of Deer Park's property by the Contractor's staff will be repaired by the Contractor. All costs associated with repair will be the Contractor's responsibility.

STANDARD CONTRACT AND ACKNOWLEDGMENT Attachment J

STATE OF TEXAS				
COUNTY OF HARRIS 5	KNOW ALL	PERSONS BY	THESE	PRESENTS
CITY OF DEER PARK				

1

Conditioned upon Proposer being awarded by the Deer Park City Council, or award being made administratively, the solicited items set out in this Request for Proposal and upon order of the City of Deer Park, Texas, a municipal corporation located in Harris County, Texas and incorporated as a home rule city under the Constitution of the State of Texas ("City"), Proposer does hereby agree to furnish and/or deliver to City in accordance with the terms of Proposer's submitted Proposal and the Specifications in above referenced Request for Proposal, the services listed as awarded to Proposer in the Deer Park City Council resolution awarding such services, or listed in the Administrative Award. Execution of said Resolution or Administrative Award shall evidence City's acceptance of this contract.

11.

Any purchase of services so that the cumulative total of payments under this contract exceeds the amount authorized in the City Council Resolution awarding bid to Bidder may require additional authorization.

III.

It is understood that the following documents, to wit: the Notice to Proposers, the Standard Terms and Conditions, the General Instructions to Proposers, the Special Instructions to Proposers, the Specifications, the Bid Page or Proposal, and the Summary Response Page are hereby made a part and parcel of this contract and incorporated herein for all purposes.

IV.

The date of any payment, whether net or gross, shall be determined by calculating the number of days after receipt of invoices from Proposer, or after reasonable verification as to the requirements specified, whichever is later.

V.

Venue of any court action brought directly or indirectly by reason of this contract shall be in Harris County, Texas. This contract is made and is to be performed in Harris County, Texas.

VI.

If Proposer falls in any manner to fully perform each and all of the terms, conditions and covenants of this contract, he shall be in default and notice of default shall be given to Proposer by the Purchasing Agent of the City. In the event that Proposer continues in default for a period of seven (7) days after receipt of the above-mentioned notice of default, City may terminate or cancel this contract or at its option may purchase similar services on the open market and recover from Proposer any difference in price thereof.

SIGNED this the 8 day of March , A.D. 2017.
Signature Chune Sanchez
Name Jaime Sanchez
Title <u>President</u>
Company Name Community Center Preschool LLC

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STATE OF TEXAS				
COUNTY OF HARRIS 5	KNOW ALL	PERSONS BY	THESE	PRESENTS
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SIGNED this the 8 day of March , A.D. 2017.
Signature Chune Sanchez
Name Jaime Sanchez
Title <u>President</u>
Company Name Community Center Preschool LLC

STANDARD CONTRACT AND ACKNOWLEDGMENT CORPORATE ACKNOWLEDGMENT Attachment K

THE STATE OF <u>Texas</u>
COUNTY OF Houris
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally
appeared: Using Sancher
President
(Print Title)
of the corporation known as Community (enterpreschoo), LLC known to me to be the
person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the
same was the act of said corporation, that he or she was duly authorized to perform the same by appropriate
resolution of the board of directors of such corporation and that she or he executed the same as the act of such
corporation for the purposes and consideration therein expressed, and in the capacity therein stated.
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the B day of MOTCY A.D., 20 11.
Dara A Was?
Notary Public In and For
Harris County, Jexas
TARA A WEST
Notary Public, State of Texas

Notary ID 124574210

STANDARD CONTRACT FOR SERVICES

Attachment L

STATE OF TEXAS

COUNTY OF HARRIS

THIS AGREEMENT,	made a	nd ente	ered into	this <u>6</u> day	of March	M A.D. 20	Dil by and between The City of Deer Park,
•	arris an					Mayor, Jerry	Mouton, thereunto duly authorized so to and Community Center Preschool, of
do, Party of	the	First	•			OWNER,	and Community Center Presents, of
DeerPark			County o	of <u>Harris</u>			
Name of Contractor		Ç¢	ntractor's (City		Nam	e of County
•							

and State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the services of certain services described as follows:

Licensed Preschool for City of Deer Park

Name of Project

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, and supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said services, in accordance with the conditions and prices stated in the Bid attached hereto, printed or written explanatory matter thereof, and the Specifications and addenda thereof, as prepared by the City of Deer Park, herein entitled the CITY, each of which has been identified by the CONTRACTOR and the CITY, together with the CONTRACTOR'S written Bid, the General Conditions of the Agreement, all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within thirty (30) days after the date written notice to do so shall have been given to him, and to substantially complete the same within <u>IO</u> working days after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the bid, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the Contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

The City of Deer Park	Community Center Preschool. LCC
Party of the First Part	Party of the Second Part
(OWNER)	CONTRACTOR)
By: Mayor Jerry Mouton	By: Jaime Sancher
	Title: President
Attest By Manual Bland	Attest By:
(SEAL)	(SEAL)

PARTNERSHIP ACKNOWLEDGMENT

Attachment M

THE STATE OF TOXAS	
COUNTY OF HAMES	
BEFORE ME, the undersigned authority, a Notary Public in and for said County and Stat	e, on this day appeared:
daine sancher	
(Print Name) President	
(Print Title)	
of Community Center Oreschool, LLC	a partnership, known
to me to be the person and partner whose name is subscribed to the foregoing instrur	nent and acknowledged
to me that the same was the act of the said partnership, and that she or he was duly at	thorized as a partner of
such partnership to perform same for the purpose and consideration therein express	ed, and in the capacity
therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the <u>8</u> day	of <u>March</u> A.D.,
$\frac{2017}{}$	
Tare A No /)	
JARA A WEST Notary Public In and For	- 4
Notary Public. State of Texas Harris County, Texas	<u> 25</u>
Notgry ID 124574210 My Commission expires:	
6-22-2019	
SINGLE ACKNOWLEDGMENT	
THE STATE OF TOXAS	
COUNTY OF Harris	
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State	a on this day norsenally
appeared Oaime Sancher known to me to be the person wh	* -
to the foregoing instrument, and acknowledged to me that he/she executed the sam	
consideration the rusin expressed	
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8 day of March, A.D.,	2017
mintella	- <u></u>
Notary Public In and For	
Harris County, Texas	5
TARA A WEST My Commission expires:	
Notory Public, State of Texas (1, 2) - 2019	
Material 124574210	
Morally to 1245/4210	

proposed contract with the City of Deer I	(Company) have reviewed the proposal specifications and Park.
I herein agree to abide by the terms of proposal SIGNED on this the do	f the Proposal Specifications and herein submit the attached ay of <u>March</u> , 2017.
Mandatory Pre-Proposal Meeting	
There will be a Pre-Proposal meeting on	Friday, February 24, 2017 at 10:00AM. Central Standard Time.
·	Community Center, which is located at 610 E. San Augustine in
Deer Park.	
Did Proposer attend? Yes, NO	······································
The undersigned certifies that the propo-	sal contained in the foregoing proposal has been reviewed and
is submitted in duplicate.	Λ_{Λ} : Ω_{Λ} .
LOID E. San Augustine	Jame Sanchez
Business Mailing Address	Authorized Representative Signature Name
Doer Park, TX 77536	Jaime Sanchez
City, State, and Zip Code	Authorized Representative's Printed Name
281-478-2050 ext. 1119	3/8/2017
Telephone	Date' '



Randy Stockburger 12750 Citrus Park Lane - Suite 110 Tampa, FL 33625 Phone: 813-371-1030 Ext. 2004 RSTOCKBURGER@ALLRISKS.COM

Confirmation of Insurance The Community Center Preschool, LLC

October 13, 2016

Bruce Harlan Insurance Agency Attn: Bruce Harlan 1866 E Sam Houston Pkwy S, Pasadena, TX 77503

Insured:

The Community Center Preschool, LLC

610 E San Augustine Drive

Deer Park, TX 77536

Policy Number:

2CX8746

Renewal of Policy 2AA102574

State Of Location:

TX

Issuing Company:

Evanston Insurance Company

Coverage:

Commercial Package

Policy Period:

10/18/2016 12:01 AM To 10/18/2017 12:01 AM

This is to confirm that we have procured coverage for the above captioned insured per your instructions, subject to all terms and conditions from the insurance carrier as attached:

Note:

Minimum earned premium may apply to this policy. See attached carrier binder for specifics. Please note that all fees are fully earned at inception.

Please review any minimum and deposit, audit, and/or cancellation provisions on the attached carrier binder for details regarding possible return premiums and additional premium charges.

This insurance is subject to all terms and conditions of the cover note, certificate of insurance and/or policy which may be issued.

This Confirmation of Insurance shall be automatically terminated and voided by delivery of the cover note, certificate of insurance or policy to the insured or its representitive.

Thank you for your business.

All Risks, LTD.

Randy Stockburger (Broker)

R\$TOCKBURGER@ALLRISKS.COM

813-371-1030 Ext. 2004

Eric Pray (Associate Underwriter)

epray@alirisks.com

813-371-1030

MARKEL.

EVANSTON INSURANCE COMPANY

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

POLICY NUMBER: 2CX8746	x "X" If Supplemental Declarations is Attached
RETROAC	TIVE DATE
THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY	(", "PROPERTY DAMAGE" OR "PERSONAL AND
ADVERTISING INJURY' WHICH OCCURS BEFORE THE R	ETROACTIVE DATE, IF ANY, SHOWN BELOW.
RETROACTIVE DATE: NONE	
(ENTER DATE OR "NONE" IF NO	RETROACTIVE DATE APPLIES)

LIMITS OF INSURANCE				
General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000			
Products/Completed Operations Aggregate Limit	\$INCLUDED			
Personal and Advertising Injury Limit	\$1,000,000	Any One Person or Organizatio		
Each Occurrence Limit	\$1,000,000			
Damage to Premises Rented to You Limit	\$100,000	Any One Premises		
Medical Expense Limit	\$ 5,000	Any One Person		

ALL PF	REMISES YOU OWN, RENT OR OCCUPY	
Loc No. ADDRESS OF ALL PREMISES	YOU OWN, RENT OR OCCUPY	
UL 810 E SAN AUGUSTINE DRIVE	DESK BARK	TX 77536

CLASSIFICATION AND PREMIUM									
Loc	Code No. Classification	Rating Basis	*Premium	Other Basis	Rate		Advance Premium		
No.			Basis		Pr/Co	All Other	Pt/Co	,	All Other
01	41715 C DAY CARE CENTER	kher S (FOR-PROFIT	122	PER CHILD	included	19.80	\$INCLUDED	\$	2,416.00
01	49980 E ADDITIONAL INSU	lach RED-FULLY EAR	1 Ned			FLAT	\$	\$	100,00
0.	MISCELLANEGUS P	ROFESSION AL L	IABILITY COVER	LAGE		FLAT	\$	\$	362,00
Rec	Area *(c) Total C eipts (e) Each (o nium Basis identif) Other		yroll *(s) Gross Sa elected basis.	es (u) Units	'(r) Gross	Total Advance Premium	\$	2,87 8 .00

These declarations, together with the Common Policy Conditions and Coverage Form(s) and any Endorsement(s), complete the above numbered policy.

440000000000000000000000000000000000000	FORMS AND ENDORSEMENTS
	SEE FORMS SCHEDULE - MOIL 1001

MDGL 1008 08 11 Page 1 of 1



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM LIQUOR LIABILITY COVERAGE FORM OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Person Or Entity:

CITY OF DEER PARK TEXAS

Address:

610 E SAN AUGUSTINE DRIVE, DEER PARK, TX 77536

Interest Of The Above: LANDLORD

Additional Premium:

INCLUDED

(Check box if fully earned X)

A. Who is An insured is amended to include as an additional insured the person or entity shown in the Schedule of this endorsement, but only with respect to negligent acts or omissions of the Named Insured and only with respect to any coverage not otherwise excluded in the policy.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

Our agreement to accept an additional insured provision in a contract is not an acceptance of any other provisions of the contract or the contract in total.

When coverage does not apply for the Named insured, no coverage or defense will apply for the additional insured.

No coverage applies to the additional insured shown in the Schedule of this endorsement for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury or damage.

B. With respect to the insurance afforded to this additional insured, the following is added to limits of insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- Required by the contract or agreement; or
- 2. Available under the applicable limits of insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

All other terms and conditions remain unchanged.



WORKERS' COMPENSATION INSURANCE PROGRAM

Quote Number: EE48EC

Presented By:

BRUCE HARLAN
1866 E Sam Houston Pkwy S
Pasadena, TX 77503-3408
713-947-7860
PRODUCER NUMBER #1968353
LICENSE NUMBER #1291037

Prepared For:

GOMMUNITY CENTER PRE SCHOOL 610 E San Augustine St Deer Park, TX 77536

March 3, 2017

DISCLAMER - This is only a proposal for insurance, and is not an insurance policy, or part of or incorporated into an insurance policy. It only provides an estimate of pramium, not the flus) pramium amount. The coveraget summerized in this quote proposal and any estimate of premium are based on Information received through the prospective insured and may not include all available coverage. Coverage descriptions are abbreviated and do not indicate in force coverage. The need for any additional or optional coverages should be discussed with your insurance agent. The issuance of an insurance policy contract with the adjust premium amount is contingent upon the application of underwriting criteria and is subject to resea approved or mandated by the appropriate state regulatory authority. Only the insurance policy would provide coverage and its forms and conditions supersede this project, in the event of any conflict between this proposal and the policy tanguage, the policy tanguage mould prevent.

ESTIMATED ANNUAL PREMIUM

Quote Effective Date: 03/03/2017

Mid-Century Insurance Company

COVERAGE LIMITS

A. Workers Compensation

B. Employers Liability

Bodily Injury by Accident (each accident)
Bodily Injury by Disease (each amployee)
Hodily Injury by Disease (annual aggregate)

900,000

100 000

All Banetis provided by State Law

Critity 1

COMMUNITY CENTER PRE SCHOOL Federal Employer Identification Number: *****0001

Location By State

State: TX Entity Number: 1 Location: 1 616 E San Augustine St. Deer Park, TX-77536

610 E San Augustins St. Deer Paul, 12-7-6-6-6-6-6-6-6-6-6-6-6-6-6-6-6-6-6-6-	Class Code 9101	Net Rate Estimated Phyroi 1,8996 \$410000 1,8996 \$58240
Included & no special transfer of the Seneral		, (1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-
	Factor	Amount
Premium Adjustments		\$ 14,893.00
UNMODIFIED PREMIUM	0.7000	\$ 4,468.00-
SCHEDULE MOD	0.133	\$ 1,387.00-
\$5000 PER ACCIDENT 5000	250,0000	\$ 0.00
BALANCE TO MINIMUM	0.0200	\$ 92.00
TERRORISM RISK INS	0.0120	\$ 380.00-
PREMIUM DISCOUNT	0.000	\$ 500 (5)
EXPENSE CONSTANT		
Non-Premium Charges TX MAINTENANCE TAX SURCHARGE	.00000000	\$ 0.00



Why Our Agency?

Our personnel are not only professional insurance experts, they are also triendly, courseous and responsible. After all, servicing our chents is what made our Agency one of the best in the country.

therause we are insurance specialists, our commercial times staff handles the placing of all communital risks quickly and accurately.

Unique lemetits you receive as a preferred commercial often include personalized scrying on your policy as well as an annual insurance Review. It is our massion to exceed your expocutions by providing superior products and service.

We appreciate the apportunity to serve as your Business Insurance Partner. If you have any questions, please call.

SPECIFICATIONS

SECTION I: Proposal Intent

Premises

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