

Exhibit 3  
Harris County Agreement with Harmony Public Schools  
Pages 1 – 5

## ADDENDUM TO INTERLOCAL CONTRACT

This Addendum to the Interlocal Agreement (“Addendum”) is entered into effective as of the 5<sup>th</sup> day of January, 2015, by and between HARRIS COUNTY DEPARTMENT OF EDUCATION, a county school district of the State of Texas, having its principal office and place of business at 6300 Irvington Boulevard, Houston, Texas 77022-5618 (“HCDE”) and HARMONY PUBLIC SCHOOLS, an open-enrollment charter school authorized by the State of Texas, having its principal office and place of business at 9321 W. Sam Houston Pkway S., Houston, Texas 77099 (“Harmony”) for HCDE to provide consulting services to Harmony in accordance with the terms and conditions specified herein.

WHEREAS, HCDE and Harmony entered into an Interlocal Agreement (“Interlocal”) on December 18, 2014 whereby HCDE agreed to provide Harmony with governmental services through its respective divisions and Harmony agreed to participate in services offered by HCDE;

WHEREAS, Section 12 of the Interlocal between HCDE and Harmony provides that if Harmony desires to participate in programs or services provided by HCDE that require a fee, an addendum to the Interlocal is required;

WHEREAS, HCDE and Harmony desire to enter into this Addendum and add provisions to the Interlocal; and

WHEREAS, this Addendum has been duly approved by the Board of Trustees of HCDE and the Board of Harmony.

NOW, THEREFORE, in consideration of the premises and of their mutual undertakings, the parties agree as follows:

1. HCDE and Harmony agree to provide governmental functions and services as detailed in this Addendum as follows:

### RECITALS

Whereas, HCDE is a political subdivision of the State of Texas, established to promote education in Harris County, Texas;

Whereas, Harmony is an open-enrollment charter school authorized by the Texas Education Agency;

Whereas, HCDE and Harmony entered into an interlocal agreement pursuant to Chapter 791 of the Texas Government Code, in which HCDE agreed to provide Harmony with subsequent independent contracts of services that HCDE provides, and Harmony agreed to participate in services that HCDE offers;

Whereas, Harmony desires for HCDE to provide procurement consulting services; and

Now, therefore, Both HCDE and Consultant desire to set forth in writing the terms and conditions of their agreement related to the specific services detailed herein. In consideration of the mutual covenants and conditions contained in this Addendum and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

#### **Article 1 Purpose**

Harmony agrees to retain HCDE and HCDE agrees to provide services to Harmony as a consultant and to perform the duties and all the necessary labor and resources needed to provide the services set forth in Article 3 Scope of Work.

#### **Article 2 Term**

This Addendum is for services beginning January 5th, 2015, and ending August 31st, 2015 (the "Term"). All extensions to the Term of this Addendum shall be subject to the mutual written agreement of both parties and the terms and conditions specified herein.

#### **Article 3 Scope of Work**

HCDE shall provide the following consulting services to Harmony:

- Revise template procurement document, Request for Proposals (one-time task)
- Analysis, review, and revision, as necessary, of procurement document, Request for Proposals, including review and development of the scope and specifications, for each procurement conducted during the Term
- Assist Harmony with answering questions submitted by proposed vendors regarding a Request for Proposals and communicating such answers, for each procurement conducted during the Term
- Assist Harmony with opening proposals submitted by proposed vendors in response to Harmony's Request(s) for Proposals
- Assist Harmony with review and evaluation of proposals submitted by proposed vendors in response to Harmony's Request(s) for Proposals, including performing the following specific functions:
  - Serve as facilitator of the review and evaluation committee set up by Harmony, including providing advice and guidance to the committee
- Issue a recommendation of vendor(s) to be considered by Harmony's Board

Timelines for the scope of work shall be mutually agreed upon by the parties.

Harmony shall be responsible for preparing the bid tabulation(s) for each Request for Proposals. Harmony shall further be responsible for setting up each review and evaluation committee, including the composition of the committee members. Harmony's Board shall be responsible for final acceptance and award of a contract to a proposed vendor(s), if any.

Harmony understands and agrees that Harmony is and remains responsible for complying with all federal, state, and local laws, statutes, ordinances, rules, and regulations, including,

without limitation, laws relating to Harmony's procurement of goods and services. Harmony shall provide timely and accurate information to HCDE and HCDE staff, upon request by HCDE. Harmony shall provide timely and accurate technical advice and support to HCDE and HCDE staff. Harmony shall respond to requests for information, advice, and support within one (1) business day after receipt of the request.

HCDE shall provide timely and accurate information to Harmony and Harmony staff, upon request by Harmony. HCDE shall provide timely and accurate technical advice and support to Harmony and Harmony staff. HCDE shall respond to requests for information, advice, and support within one (1) business day after receipt of the request.

#### **Article 4 Independent Contractor Status**

HCDE and Harmony are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of the other party. This Addendum shall not be construed or deemed an endorsement of the other party. It is the intention of the parties that Harmony is independent of HCDE and is not an employee, agent, joint venturer, or partner of HCDE, and nothing in this Addendum shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and Harmony or HCDE and any of Harmony's agents. Harmony agrees that HCDE has no responsibility for any conduct of any of Harmony's employees, agents, representatives, contractors, or subcontractors. HCDE agrees that Harmony has no responsibility for any conduct of any of HCDE's employees, agents, representatives, contractors, or subcontractors.

#### **Article 5 Force Majeure**

Neither HCDE nor Harmony shall be deemed to have breached any provision of this Addendum as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.

#### **Article 6 Changes & Amendments**

During the Term of the Addendum (see Article 2), HCDE and Harmony reserve the right to make mutually agreeable changes to the Scope of Work that HCDE is required to provide pursuant to this Addendum. This Addendum may be amended only by the mutual agreement of the parties, in writing, and to be attached to and incorporated in this Addendum and the Interlocal.

#### **Article 7 Assignment**

Neither this Addendum nor any duties or obligations under it shall be assignable by either party without the prior written acknowledgment and authorization of the non-assigning party.

fails to make progress, fails to fulfill its duties under the Addendum, or frustrates HCDE's efforts to perform its duties under the Addendum.

Harmony may, by written notice, immediately terminate this Addendum if HCDE has defaulted in whole or in part, refuses or fails to comply with the provisions of this Addendum, fails to make progress, fails to fulfill its duties under the Addendum, or frustrates Harmony's efforts to perform its duties under the Addendum.

Harmony will be responsible for payment of services that have been rendered by HCDE up to the termination date.

#### **Article 13 Notice**

Any notice provided under the terms of this Addendum by either party to the other shall be in writing and may be affected by certified mail, return receipt requested. Notice shall be sufficient if made or addressed to the address listed in the signature line of Addendum.

Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

#### **Article 14 Governing Law & Venue**

This Addendum shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of interest provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of or relating to this Addendum shall be in Harris County, Texas, and the parties hereby submit to the exclusive jurisdiction of said courts.

#### **Article 15 Entire Agreement**

This Amendment and the Interlocal are the sole agreements by which the above parties will abide relative to the purpose(s) of this Amendment. The parties' Interlocal and this Amendment represent the entire and exclusive agreement between the parties thereto and replace in their entirety any previous agreements, written or oral. The specific terms and conditions of this Addendum will govern the Scope of Work detailed herein. In the event of a conflict between the Interlocal and this Addendum, the Addendum will govern.

#### **Article 16 Severability**


In the event that any one or more of the provisions contained in this Addendum shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Addendum shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**Article 17 No Waiver of Immunity**

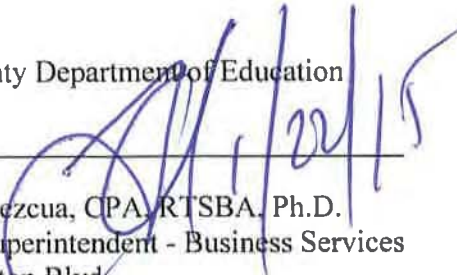
The execution of this Addendum and the performance by HCDE of its obligations hereunder are not, and are not intended to, waive or relinquish, and HCDE shall waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to HCDE, its trustees, officers, employees, or agents under federal or Texas law.

In witness whereof, HCDE and Harmony have executed this Addendum to be effective on the date specified in Term above:

Harmony Public Schools

By:   
(Signature)  
Yalcin Akyildiz  
Chief Financial Officer  
9321 W. Sam Houston Pkway S.  
Houston, Texas 77099  
713-343-3333  
yakyildiz@harmonytx.org

Harris County Department of Education

By:   
(Signature)  
Jesus J. Amezcua, CPA, RTSBA, Ph.D.  
Assistant Superintendent - Business Services  
6300 Irvington Blvd  
Houston, TX 77022-5618  
713-696-1371  
jamezcua@hcde-texas.org