

# T A S B O

## AGREEMENT FOR LEGISLATIVE INFORMATION SERVICES relating to the 81<sup>ST</sup> LEGISLATIVE INTERIM

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This Agreement for Legislative Information Services is made between the TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS (“TASBO”) and \_\_\_\_\_ (“District” or “Subscriber”).

1. TASBO agrees to provide for the delivery of optional legislative information services (the “Services”) to the Subscriber through a subordinate consulting agreement with Moak, Casey & Associates (“Consultant” or “MC&A”). Consultant shall:
  - a. provide three-year financial projection that include estimates for state assistance and local tax revenue;
  - b. provide detailed reports on the implementation of school finance provisions, including changes to funding formulas to be implemented by the Texas Education Agency;
  - c. closely monitor the deliberations of all relevant committees and provide regular briefings of their activities;
  - d. develop revenue estimates based on major proposals under consideration by committees and provide Subscriber with a statement of the revenue impact these proposals would have on its district;
  - e. identify opportunities for Subscriber to influence committee deliberations and to propose reasonable alternatives; and
  - f. conduct two briefing workshops:
    - (i) **Administrative Workshop:** This workshop will be conducted in Austin, Texas during or before April 2010. The workshop will review current issues and impacts with special emphasis on administrative issues. Each Subscribing Group or District may designate up to two (2) attendees; and
    - (ii) **Legislative Workshop:** This workshop will be conducted in Austin, Texas during July or August 2010. The workshop will discuss the impact of the coming session, with emphasis on the area of school finance. Each Subscribing Group or District may designate up to two (2) attendees.
2. All Services will be provided by Moak, Casey and Associates, under its consulting agreement with TASBO.
3. Services consisting of written materials (“Materials”) will be delivered to Subscriber via electronic mail, posting to a password-protected website, or other internet-based application only.
4. Materials may be in Microsoft Word, Microsoft Excel, Microsoft PowerPoint, or Adobe PDF.
5. Subscriber shall maintain a functioning email account at all times for receipt of Materials during the term of this Agreement. There shall be one (1) contact person per group or district.
6. The Services under this Agreement, and all obligations of the parties, subject thereto, shall begin on **September 1, 2009** and shall end on **August 31, 2010**.

7. Subscriber shall pay to TASBO a fee (“Fee”) for the Services set out above in the amount of \$ \_\_\_\_\_. Said fee is due in full upon execution of this Agreement by the parties.
8. Consultant shall commence delivery of Services to Subscriber after receipt of:
  - a. notification by TASBO of receipt of full payment of the Fee, and
  - b. notification and verification of a contact person and a functioning email account for that contact person. The contact person will receive all materials. (The district is responsible for contacting TASBO if the contract person and/or email should change.)
9. Nothing in this Agreement shall be construed to be a warranty of the Services by TASBO, or to confer any liability that may result from the Services on TASBO. TASBO and Subscriber expressly agree that TASBO’s only function under this Agreement is to facilitate access to the Services. In no event shall TASBO be liable for any damages whatsoever arising from the Services provided under this Agreement by MC&A.
10. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Venue for all claims between the parties under this Agreement shall be in Travis County, Texas.
11. No amendment, modification, or alteration of the terms hereof shall be binding unless reduced to writing, dated subsequent to the date hereof and duly executed by the parties. In the event any one or more of the provisions of this Agreement shall be for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

\_\_\_\_\_  
 Superintendent for the District

\_\_\_\_\_  
 Date

<b>District:</b>	<b>Email:</b>
<b>Contact:</b>	<b>Phone:</b>
<b>Title:</b>	<b>Fax:</b>
<b>Student Enrollment:</b>	<b>ESC Region:</b>

**Payment Method:**    \_\_\_ Check Enclosed    \_\_\_ MasterCard    \_\_\_ Visa  
                                  \_\_\_ AmEx                                   \_\_\_ P.O. # \_\_\_\_\_

Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Cardholder’s Name: \_\_\_\_\_

Cardholder’s Address: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_

Signature: \_\_\_\_\_