



# ***BOARD OF TRUSTEES***

***Regular Board Meeting***

***Thursday, July 8, 2021***

***2:00 p.m.***

***Allene Strain Community Room  
Of the  
Doss Student Center***

**WEATHERFORD COLLEGE  
BOARD OF TRUSTEES**

**July 8, 2021  
2 p.m.**

**AGENDA**

A meeting of the Board of Trustees of Weatherford College will be held on Thursday, July 8, 2021 beginning at 2 p.m. in the Allene Strain Community Room of the Doss Student Center, located at 225 College Park Drive, Weatherford, Texas, to consider and act on the posted agenda:

1. Call to Order, Invocation and Pledge of Allegiance
2. Public Comment for Individuals Not on the Agenda
3. President's Report:
  - a. Recognitions
  - b. Employee Notices
  - c. Enrollment Update
4. Consent Agenda and Financial Reports:
  - a. Approval of Minutes from the June 10, 2021 Board Meeting
  - b. Financial Reports Ending June 30, 2021
  - c. Renewal of Sealed Proposal for Intercollegiate Athletic Insurance #RFP-06-20
  - d. Request for Proposal for Electrical and Mechanical Service Contract #RFP-11-21
  - e. Resolution to Authorize a Master Intergovernmental Cooperative Purchasing Agreement with Equalis Group LLC
  - f. BuyBoard Cooperative Contract #638-21 Proposal on Water Fountain Station Replacements
  - g. GK Policy (Local) Update
5. Reports:
  - a. Academics and Student Services Update
  - b. Proposed 2021-22 Budget
  - c. Rodeo Program Report – Johnny Emmons
6. Future Agenda Items or Meetings:
  - a. Proposed 2021 Tax Rate
  - b. Proposed 2021-22 Budget
  - c. Future Board Meeting Dates and Times – Policy BD (Local)
7. Announcements
8. Closed Session:

- a. Consult with College Attorney, in Accordance with Government Code 551.071
  - b. Deliberate Real Property in Accordance with Government Code 551.072
  - c. Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, in Accordance with Government Code 551.074
9. Consideration and Possible Action: Real Property
10. Consideration and Possible Action: Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee
11. Adjourn



Public Comment for  
Individuals  
Not on Agenda



## **President's Report**

- Recognitions
- Employee Notices
- Enrollment Update



**Weatherford College Board of Trustees  
Consent Agenda**

**DATE:** July 8, 2021

**AGENDA ITEM #4.a.**

**SUBJECT:** Minutes from the June 10, 2021 Board agenda

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**INFORMATION AND DISCUSSION:** None

**RECOMMENDATION:** That the Board of Trustees reviews and approves the minutes as presented.

**ATTACHMENTS:** Minutes from the June 10, 2021 Board meeting

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**SUBMITTED BY:** Theresa Hutchison, Executive Assistant to the President

**WEATHERFORD COLLEGE  
BOARD OF TRUSTEES  
MINUTES OF REGULAR MEETING  
June 10, 2021**

The Weatherford College Board of Trustees met in regular session at 2:00 p.m., Thursday, June 10, 2021 in the Allene Strain Community Room of the Doss Student Center. Board Chair Mac Smith called the meeting to order. Other trustees present were: Vice Chair Sue Coody, Secretary Lela Morris, Dan Carney, Dr. Trev Dixon, Doug Dowd, Judy McAnally, and Dr. Robert Marlett. None were absent. Brent Baker, Vice President of Institutional Advancement, gave the invocation and the Pledge of Allegiance was recited.

Call to Order,  
Invocation and  
Pledge of Allegiance

The following individuals were present to speak in support of the Fire Academy and other public safety programs offered at Weatherford College:  
Assistant Chief Whatley of Everman, Ed Cluchey of Weatherford, David Chilcutt of Weatherford, Michael Davis of Granbury, Jeff Vogel of Roanoke, Stephen S. Malley of Weatherford, Joe Don James of Crockett, Paul Burns of Palmer, Mark Jack, David Hood of Weatherford, Stephen Watson of Aledo, Sonya Byrd of Granbury, Shawn Fannan of Ft. Worth, Dusty Benthall of Weatherford, Andrew Harris of Weatherford, Mayor Kit Marshall of Aledo, Roderick CoQuat of Weatherford and Tom Blair of Weatherford.

Public Comment

President Tod Allen Farmer submitted the following recognitions and employee notices in advance of the meeting:

President's Report

a. Recognitions –

- Bob Glenn, Brent Baker, Jaci Trotter, Evelyn Payne and all who participated in the 12<sup>th</sup> Annual Taste of Parker County, which had a record attendance this year. Proceeds will fund additional scholarships and the Weatherford College Foundation.
- WC Rodeo student Sawyer Gilbert for setting a new world record in breakaway roping. Sawyer had a time of 1.43 seconds and 1.46 seconds for a total of 2.89 seconds on two runs. He is one of seven Coyotes who have qualified for the College National Final Rodeo in Casper, Wyoming, running from June 13-19.
- Weatherford College Foundation has partnered with Texas Rangers Baseball to schedule the inaugural Weatherford College Night at Globe Life Field scheduled for Thursday, September 16. Attendees will be given hats that are co-branded with Weatherford College and the Texas Rangers logos in WC black and gold.

b. Employment Notices –

DMAC (Local) requires the college president to provide the names of contract employees that have resigned or retired since the last board meeting. In accordance with this policy, President Farmer reported the following:

- Zachary Endy, Computer/AV Technician in Technology Services; resignation effective 5/21/2021
- Ann Mayo, Life Sciences Instructor; resignation effective 5/8/2021
- Mark Osina, Kinesiology Instructor and Head Men’s Basketball coach; resignation effective 5/31/2021
- Christy Walker, Vocational Nursing Instructor; resignation effective 7/12/2021

President Farmer thanked each for their service and wished them the very best in future endeavors.

c. Enrollment Update –

Year to date enrollment is up for both the 2021 Summer and 2021 fall semesters. There are currently 1649 students enrolled for the summer, with the possibility of exceeding the 2020 enrollment of 1844 students. Year to date fall enrollment is 1946 students compared to 1305 last year.

### Consent Agenda

The minutes from the April 22, May 13, and May 26, 2021 board meetings were submitted in advance and reviewed. *Minutes are attached; submitted by Theresa Hutchison, executive assistant to the president.*

Minutes

The cash balance as of May 31, 2021 is \$73,519,885.49. This is an increase of \$29,072,613.88 from last year at May 31, 2020. The operating statement at May 31, 2021 indicates that total revenues collected are \$56,502,696 or 87.03% of budget. Total expenditures are \$44,186,891 or 68.06% of budget. *Attached are the Cash Balance Reports and Operating Statements at May 31, 2021 submitted by Dr. Andra R. Cantrell, executive vice President for financial & administrative services.*

Financial Reports

As required by Government Code 2256.005, the investment officer shall prepare and submit to the Board a written report of investment transactions for all funds covered by the Public Funds Investment Act. This report is submitted to the Board on a quarterly basis, within a reasonable time after the end of the period. The recommendation was made for approval of the Report of Investments at May 31, 2021 as submitted by Dr. Andra R. Cantrell, executive vice president for financial & administrative services.

Quarterly Investment Report

As required by Texas Education Code 44.031, proposals were received on May 17, 2021 by three companies—Camelot Facility Management Solutions, TD Industries and CBRE—for the Facility Maintenance Services #RFP-02-22. Each proposal included a pricing model for a three-year period. An evaluation committee, including the executive vice president of financial & administrative services, the controller, the director of shipping and receiving, and the dorm

#RFP-02-22  
Facility Maintenance Services



director, reviewed and discussed the proposals of all three companies. The committee was asked to rank the proposals by the committee based on the following criteria: proposed methodology and approach in performed services including organization with 45% of the points being the maximum allowed, responder's qualifications and experience with 35% of the points being the maximum allowed and financial proposal with 20% of the points. The companies were ranked as follows: (1) CBRE, (2) TD Industries, and (3) Camelot. Based upon the rankings of the three companies, the committee concluded that CBRE offered the best value to the College. As required by the process, the committee then negotiated with the highest ranked vendor (CBRE) to come up with a final cost to the contract as follows:

- Year 1 - \$2,324,457.33
- Year 2 - \$2,396,787.00
- Year 3 - \$2,444,723.00

Further negotiations may be entered into with the awarded vendor, CBRE, based on services required by the College. The recommendation was made to approve the CBRE contract for facility maintenance services for a three-year period beginning September 1, 2021 and ending August 31, 2024 with two additional twelve months as optional extension periods for a contract price as follows: \$7,165,967.33. *Attached is the Summary of Proposals on Facility Maintenance Services #RFP-02-22 submitted by Dr. Andra R. Cantrell, executive vice president of financial & administrative services.*

In 2018, the College completed a formal Request for Qualifications to all interested CPA firms in the area for audit services. At that time, the Board approved Snow Garrett Williams, Certified Public Accountants, as the College's financial auditor for the 2017-18 fiscal year with five additional one-year renewal options ending with the 2022-23 fiscal year audit services. All work performed by the firm has met all agreed deadlines and requirements of the Texas Higher Education Coordinating Board. Based upon the past work performed and fees expended, the administration is recommending that we exercise the third year of our five year option at an estimated cost of \$66,800 for basic auditing services for the 2020-21 fiscal year. The recommendation was made to approve Snow Garrett Williams, Certified Public Accountants, as financial auditors for fiscal year 2020-21, submitted by Dr. Andra R. Cantrell, executive vice president for financial & administrative services.

Renewal of #RFQ-01-18  
Independent Audit  
Services

A total of two (2) vendors submitted competitive sealed bids for the requested CoursePoint for Nursing Concepts Premier Edition v3. Texas Book Company and Wolters Kluwer Health, Inc. have both submitted bids that meet our specifications. Wolters Kluwer Health, Inc. has provided the best value due to their lower purchase price. Grant funds have been allocated from the Nursing Shortage Reduction Program for purchase of these products, which will be provided to students in the ADN program for Year 1 and Year 2. This will meet the authorized expenditure for innovation in the retention of initial licensure students by providing textbooks and computer based aids.

CoursePoint for  
Nursing Concepts  
Premier Edition  
#SB-07-21

After review of the sealed bids, Katherine Boswell, Dean of Health and Human Sciences, and Jeanie Hobbs, Director of Purchasing, recommend award of this sealed bid as follows: Wolters Kluwer Health, Inc. for \$131,248.85. *Attached is the Tabulation on Sealed Bids for CoursePoint for Nursing Concepts Premiere Edition submitted by Dr. Andra R. Cantrell, executive vice president of financial & administrative services.*

Pursuant to the authority granted under State of Texas Government Code, Chapter 791 Interlocal Cooperation Contracts, as amended, Weatherford College desires to participate in the Interlocal Cooperation Contract Number 2021-30 with The University of Texas at Austin (Charles A. Dana Center) to provide services for the Greater Texas Foundation Transfer Project. Weatherford College will perform the following services: identify a transfer team responsible for attending a convening and participating in other requested TPS technical assistance and events; set (or reaffirm existing) institutional transfer goals using the Institutional Practice Framework and Tools co-developed with our national partners; and contribute to a shared communications campaign that elevates the work of the TPS institutions in the state and national media. The total amount of this Contract to be paid to Weatherford College will not exceed \$4,000. The term of this Contract begins on the Effective Date of June 10, 2021 and expires on June 30, 2022. The recommendation was made to approve the Resolution authorizing the Interlocal Cooperation Contract with The University of Texas at Austin (Charles A. Dana Center) as presented. *Attached is the Resolution and Interlocal Cooperation Contract submitted by Dr. Andra R. Cantrell, executive vice president of financial & administrative services.*

Interlocal Agreement  
with The University of  
Texas at Austin  
(Charles A. Dana Center)

The recommendation was made for the approval of a change order with Imperial Construction, Inc. for the addition of the parking lot for the workforce and technologies building in the amount of \$809,507 and for a total cost of \$23,101,257 to the project. *Attached is a draft for Construction Change Order #2 submitted by Dr. Andra R. Cantrell, executive vice President of financial & administrative services.*

Change Order for  
Workforce and  
Emerging Technologies  
Building Parking Lot

Dr. Marlett made the motion to approve the Consent Agenda as presented. Ms. Coody seconded and the motion carried unanimously.

Consent Agenda  
780-1  
Approved

The following reports were presented to the Board:

- a. Academic and Student Services Update submitted by Michael Endy, vice president of instruction and student Services
- b. CBRE Site Director Report, Rhonda Swan
- c. Proposed 2021-22 Budget

Reports

Vice President Brent Baker made the following announcements:

Announcements

- June 18 and 19, "Moana, Jr." 3 p.m. and 7 p.m. in the Alkek Theatre

- June 13 to 19, College National Finals Rodeo, Casper Wyoming
- June 29, Financial Aid Night, 5 p.m. – 8 p.m. in the Allene Strain Community Room

The Board of Trustees entered into Closed Session at 3:34 p.m. to consult with the college attorney in accordance with Government Code 551.072, to deliberate real property in accordance with Government Code 551.072 and to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee in accordance with Government Code 551.074 and to review the annual evaluation and employment contract of the college president in accordance with Government Code 551.074.

Closed Session

The Board reconvened in Open Session at 4:41p.m.

Open Session

The following actions were taken regarding Real Property:

Real Property

- a. No action was taken regarding Item RFP-08-21 Sale of Property in Aledo, TX
- b. Ms. Coody made the motion to issue a letter of intent regarding a Ground Lease on Carter Property with Chick Fil A as a tenant. Dr. Marlett seconded the motion, Mr. Carney abstained and the motion was approved by show of hand vote: seven in favor, one abstention.

780-2

a.) No action

b.) Approved

The Board took no action regarding Personnel Matters.

Personnel Matters

780-3

No Action

At 4:45 p.m., Dr. Marlett made the motion to adjourn the meeting. Ms. Coody seconded and the motion carried unanimously.

Motion to Adjourn

780-4

Approved

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Mac Smith  
Chair, Board of Trustees

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Lela Morris  
Secretary, Board of Trustees



**Weatherford College Board of Trustees  
Consent Agenda**

**DATE:** July 8, 2021

**AGENDA ITEM #4.b.**

**SUBJECT:** Financial Reports Ending June 30, 2021

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**INFORMATION AND DISCUSSION:** The financial reports for June 30, 2021 are not available at this time. They will be emailed to the Board members prior to the Board meeting.

**ATTACHMENTS:** None.

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**SUBMITTED BY:** Dr. Andra R. Cantrell, Executive Vice President for Financial & Administrative



**Weatherford College Board of Trustees  
Consent Agenda**

**DATE:** July 8, 2021

**AGENDA ITEM #4.c.**

**SUBJECT:** Renewal of Sealed Proposal for Intercollegiate Athletic Insurance #RFP-06-20

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**INFORMATION AND DISCUSSION:** Dissinger Reed, LLC was awarded the sealed proposal for our Intercollegiate Athletic Insurance for 2020-2021 at a cost of \$50,768.00. This proposal has the option to renew the contract with Dissinger Reed, LLC for the standard traditional policy and catastrophic athletic injury accident plan for five (5) additional one year terms. This first renewal proposal keeps the annual premiums the same as last year of \$38,600.00 for the standard policy and \$12,168.00 for the catastrophic plan, even with the additional two sports of golf and tennis this coming year.

Although cancellations during COVID-19 have reduced the claims in spring of 2019 and fall of 2020, we are still faced with an average annual claims calculation of \$25,925. Underwritten to a 65% loss ratio (standard for accident insurance), we are priced correctly in the current premium. As the current year continues to mature, and if it stays low, we may certainly see a case for another reduction in premium next year. For now, the carrier is comfortable in keeping the premium on both the secondary plan and the catastrophic insurance the same as the current year.

Funds have been allocated in the current athletic budgets for purchase of this insurance. The standard policy will cover basketball, baseball, golf, softball and tennis. The catastrophic plan will cover basketball, baseball, golf, rodeo, softball and tennis. After review of the renewal proposal, Bob McKinley, Athletic Director and Jeanie Hobbs, Director of Purchasing, recommend award of this proposal renewal not to exceed budget funds as follows:

Dissinger Reed, LLC	\$50,768.00
<b>TOTAL ESTIMATED COST</b>	<b>\$50,768.00</b>

**RECOMMENDATION:** That the Board of Trustees renew proposal to vendor as presented.

**ATTACHMENTS:** Tabulation on Renewal Proposal for Intercollegiate Athletic Insurance

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**SUBMITTED BY:** Dr. Andra R. Cantrell, Executive Vice-President of Financial and Administrative Affairs

**PROPOSAL FROM DISSINGER REED ON RENEWAL OF INTERCOLLEGIATE ATHLETIC INSURANCE FOR 2021-2022 #RFP-06-20**

**April 19, 2021**

<b>DESCRIPTION</b>	<b>DISSINGER REED</b>
Standard Traditional Total Premium Policy Plan A	\$38,600.00
Catastrophic Athletic Injury Accident Plan	\$12,168.00
Deductible Per Specific Injury	\$2,000.00
Accidental Death and Dismemberment Benefit (AD&D)	\$10,000.00
AD&D Aggregate Maximum	\$500,000.00
Medical Benefit Plan Maximum per Injury	\$25,000.00
Catastrophic Medical Deductible per Incident	\$25,000.00
Catastrophic Accidental Medical Lifetime Benefit	\$5,000,000.00
Standard Policy Underwritten By	Hartford Life and Accident Insurance Company
Catastrophic Policy Underwritten By	Liberty Mutual Insurance Company
Third Party Administrator	Bob McCloskey Insurance (BMI)
Policy Period	8/15/21 to 8/14/22
Benefit Period from the Original Date of Injury	104 Weeks (2 Years)
Renewals Periods Remaining	Four (4) Additional One Year Terms
A.M. Best Rating of Standard Policy Underwriter	A
A. M. Best Rating of Catastrophic Policy Underwriter	A
<b>TOTAL PREMIUM COST</b>	<b>\$50,768.00</b>
<b>WC VENDOR NUMBER</b>	<b>53656</b>



**Weatherford College Board of Trustees  
Consent Agenda**

**DATE:** July 8, 2021

**AGENDA ITEM #4.d.**

**SUBJECT:** Request for Proposal for Electrical and Mechanical Service Contract #RFP-11-21

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**INFORMATION AND DISCUSSION:** Weatherford College solicited Request for Proposals #RFP-11-21 from electrical and mechanical vendors to establish a service agreement/contract for as-needed projects and emergency service for Weatherford College main campus, Education Center at Granbury and Weatherford College Wise County campus. This solicitation focused on labor costs, vendor qualifications and experience, as well as being able to service the of Weatherford College campuses.

A total of six (6) vendors submitted proposals. Five (5) vendors met our specifications and provided best value. Able Mechanical, Barker Electric, Enviromatic Systems Services, G & G Electric, and Infinity Contractors.

After evaluation and review of the proposals, Mrs. Rhonda Swan, CBRE/WC Facilities Manager, Mr. Tony Hurtt, Weatherford College Wise County Facilities Supervisor, and Toni Martin, Assistant Director of Purchasing recommend Able Mechanical, Barker Electric, Enviromatic Systems Services, G & G Electric, and Infinity Contractors be approved to award RFP-11-21 Electrical and Mechanical Service Contract.

**RECOMMENDATION:** The Board of Trustees award RFP-11-21 as presented.

**ATTACHMENTS:** Price Tabulation on RFP-11-21 Electrical and Mechanical Service Contract.

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**SUBMITTED BY:** Dr. Andra R. Cantrell, Executive Vice-President of Financial & Administrative Affairs

## ELECTRICAL AND MECHANICAL SERVICE CONTRACT #RFP-11-21 - Price Tabulation

<b>RFP PROPOSALS</b>	Able Mechanical (Aubrey)	Barker Electric (Decatur)	DMI Corporation (Cedar Hill)	Enviromatic Systems Services (Grand Prairie)	G & G Electric (Granbury)	Infinity Contractors (Fort Worth)
Service & Em. Response Time - Bridgeport	Yes - 1 Hr	Yes - 20-30 Min.	Yes - 8 Hr	Yes - 2 to 4 Hr	Yes - 1 Hr 30 Min.	Yes - 2 Hr
Service & Em. Response Time - Granbury	No	No	Yes - 4 Hr	Yes - 2 to 4 Hr	Yes - 10 Min.	Yes - 2 Hr
Service & Em. Response Time - Weatherford	Yes - 1 Hr	No	Yes - 4 Hr	Yes - 2 to 4 Hr	Yes - 25 Min.	Yes - 1 Hr
<b>Work Labor Wage/Hourly Rates:</b>	<b>ST/OT</b>	<b>ST/OT</b>	<b>ST/OT</b>	<b>ST/OT</b>	<b>ST/OT</b>	<b>ST/OT</b>
Master Electrician	No Bid	\$125/\$187.50	No Bid	No Bid	\$65/\$97.50	No Bid
Journeyman Electrician	No Bid	\$125/\$187.51	No Bid	No Bid	\$60/\$90	No Bid
Apprentice Electrician	No Bid	\$60/\$90	No Bid	No Bid	\$55/\$82.50	No Bid
<b>Work Labor Wage/Hourly Rates:</b>	<b>ST/OT</b>	<b>ST/OT</b>	<b>ST/OT</b>	<b>ST/OT</b>	<b>ST/OT</b>	<b>ST/OT</b>
Master Plumber	\$95/\$142.50 w/helper \$142.50/\$213.75	No Bid	\$105/\$143.50	\$110/\$165	No Bid	\$120/\$180
Journeyman Plumber	\$95/\$142.50 w/helper \$142.50/\$213.75	No Bid	\$85/\$127.50	\$110/\$166	No Bid	\$100/\$150
Apprentice Plumber	\$95/\$142.50 w/helper \$142.50/\$213.75	No Bid	\$55/\$82.50	\$65/\$97.50	No Bid	\$65/97.50
<b>Work Labor Wage/Hourly Rates:</b>	<b>ST/OT</b>	<b>ST/OT</b>	<b>ST/OT</b>	<b>ST/OT</b>	<b>ST/OT</b>	<b>ST/OT</b>
HVAC: Level 1 Technician	No Bid	No Bid	\$155/\$207	\$110/\$165	No Bid	\$120/\$180
HVAC: Level 2 Technician	No Bid	No Bid	\$105/\$157	\$110/\$166	No Bid	\$100/\$150
HVAC: Level 3 Technician	No Bid	No Bid	\$75/\$135	\$65/\$97.50	No Bid	\$65/97.50
Service Location: Weatherford, TX	Yes	No	Yes	Yes	Yes	Yes
Service Location: Bridgeport, TX	Yes	Yes	Yes	Yes	Yes	Yes
Service Location: Granbury, TX	No	No	Yes	Yes	Yes	Yes
<b>Trip Charges: (Prices to include all charges: Truck, fuel, mileage, travel time, etc.)</b>						
Minimum Trip Charge to Bridgeport	\$95.00	None	\$505.00	N/A (2Hr Min.)	\$250.00	\$75.00
Minimum Trip Charge to Granbury	N/A	N/A	\$495.00	N/A (2Hr Min.)	\$120.00	\$75.00
Minimum Trip Charge to Weatherford	\$95.00	N/A	\$468.00	N/A (2Hr Min.)	\$135.00	\$75.00
<b>Warranty on parts used by contractor</b>	30 Days	Manufacture Warranty	Cost Plus 10%	1 Yr	1 Yr	90 Days on parts 1yr on new equipment
<b>Warranty on labor provided by contractor</b>	30 Days to 1 Yr	1 Yr	Cost Plus 10%	90 days on Repairs, 1 Yr on equipment	1 Yr	90 Days on labor 1yr on new install





**Weatherford College Board of Trustees  
Consent Agenda**

**DATE:** July 8, 2021

**AGENDA ITEM #4.e.**

**SUBJECT:** Resolution to Authorize a Master Intergovernmental Cooperative Purchasing Agreement with Equalis Group LLC

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**INFORMATION AND DISCUSSION:** Pursuant to the authority granted under State of Texas Government Code, Chapter 791 Interlocal Cooperation Contracts, as amended, Weatherford College desires to participate in the Equalis Group Purchasing Program with Equalis Group LLC to provide a variety of goods, products and services for Weatherford College.

The purpose of the Equalis Group Purchasing Program is to leverage Equalis Group members' combined buying power to command better pricing and favorable contract terms from suppliers. In addition, Equalis Group develops and administers a diverse portfolio of cooperative purchasing programs that cover a wide range of products and services providing members with a legal and compliant exemption to the solicitation process.

Member benefits include increasing the purchasing power of government entities and reducing the cost of purchased goods and services, expediting the procurement process, no cost or fees to participate, no minimum spending requirements, no administrative expense of preparing and soliciting proposals or the cost of publishing legal notices, complies with state purchasing codes, and managed by public purchasing professionals.

**RECOMMENDATION:** That the Board of Trustees approves the Resolution authorizing the Master Intergovernmental Cooperative Purchasing Agreement with Equalis Group LLC as presented.

**ATTACHMENTS:** Resolution and Master Intergovernmental Cooperative Purchasing Agreement

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**SUBMITTED BY:** Dr. Andra R. Cantrell, Executive Vice President of Financial & Administrative Services

# RESOLUTION

## **BOARD RESOLUTION** *Of* **Weatherford College**

**WHEREAS**, the Board of Trustees of Weatherford College of the Parker County Junior College District, Weatherford, Texas, approving the terms and conditions of a Master Intergovernmental Cooperative Purchasing Agreement between Equalis Group LLC to participate in the Equalis Group Purchasing Program to provide a variety of goods, products and services; designating Dr. Andra R. Cantrell, Executive Vice-President of Financial and Administrative Affairs, as official representative of Weatherford College relating to this contract, and

**WHEREAS**, the Board of Trustees of Weatherford College has been presented a proposed Master Intergovernmental Cooperative Purchasing Agreement by and between Equalis Group LLC and Weatherford College and found to be acceptable and in the best interests of Weatherford College and its citizens, are hereby in all things approved, and

**WHEREAS**, no fees for the Cooperative shall be paid to Equalis Group LLC for participation in this Cooperative, and

**WHEREAS**, Weatherford College of Weatherford, Texas, pursuant to the authority granted under State of Texas Government Code, Chapter 791 Interlocal Cooperation Contracts, as amended, desires to participate in the described Equalis Group Purchasing Program coordinated and administered by Region 10 Educational Service Center in Texas and the Cooperative Council of Governments in Ohio and in the opinion that participation in this contract will be highly beneficial to the taxpayers through the anticipated savings to be realized by Weatherford College.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Trustees of Weatherford College of the Parker County Junior College District, Weatherford, Texas:

**Section I.** The terms and conditions of the contract have been reviewed by the Board of Trustees of Weatherford College and found to be acceptable and in the best interests of Weatherford College and its citizens are hereby in all things approved.

**Section II.** Dr. Andra R. Cantrell, Executive Vice-President of Financial and Administrative Affairs of Weatherford College, under the direction of the Board of Trustees of Weatherford College, is hereby designated to act for Weatherford College in all matters relating to the Equalis Group Purchasing Program with Region 10 Educational Service Center in Texas and Cooperative Council of Governments in Ohio. This resolution shall become effective from and after its passage and will remain current on file until either party severs the agreement.

**DULY PASSED AND APPROVED THIS THE 8<sup>th</sup> DAY OF JULY 2021. ATTEST:**

\_\_\_\_\_  
Authorized Signature

Mr. Mac Smith

Weatherford College Board Chairman

\_\_\_\_\_  
Authorized Signature

Ms. Lela Morris

Weatherford College Board Secretary



**Weatherford College Board of Trustees  
Consent Agenda**

**DATE:** July 8, 2021

**AGENDA ITEM #4.f.**

**SUBJECT:** Consideration and possible action of BuyBoard Cooperative Contract #638-21  
Proposal on Water Fountain Station Replacements

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**INFORMATION AND DISCUSSION:** It is critical that Weatherford College take steps to prevent and mitigate the spread of coronavirus on our campuses and in our community. Weatherford College solicited a BuyBoard Cooperative contract proposal from the The Brandt Companies for Elkay water bottle filling stations to replace current water fountains on the campuses that will provide chilled water with a touchless hands-free, hygienic water dispense. Funds have been allocated in the ARPA (American Rescue Plan Act) Grant for purchase of these products.

After evaluation and review of the proposal, Mrs. Rhonda Swan, CBRE/WC Facilities Manager, Mr. Tony Hurtt, WC Facilities Manager and Mrs. Toni Martin, Assistant Director of Purchasing, recommend approval of the proposal as follows.

The Brandt Companies preliminary proposal of \$55,201.00 for the Weatherford College main campus and \$38,334.00 for the Wise County campus. This proposal includes 23 Bi-Level and 5 Single water bottle filling stations, labor, materials and installation.

**RECOMMENDATION:** The Board of Trustees award BuyBoard Proposal #P-20210624-0022 for Weatherford College main campus and #P-20210701-0017 for the Wise County campus as presented.

**ATTACHMENTS:** The Brandt Companies BuyBoard Proposals #P-20210624-0022, #P-20210701-0017 and Elkay ezH2O filling station information sheets for the main campus and Wise County campus.

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**SUBMITTED BY:** Dr. Andra R. Cantrell, Executive Vice-President of Financial & Administrative Affairs

June 24, 2021

For more than 60 years,  
Brandt has worked to design, build and  
service facilities that are energy efficient,  
environmentally sensitive & cost effective.



P-20210624-0022

Water Stations

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Proposal Presented To:

Rhonda Swan

For Work Performed At:

Rhonda Swan

Weatherford College BuyBoard 638-21  
225 College Park Dr  
Weatherford, Tx 76086

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Prepared By:

*Karl Kirkpatrick*

Service Account Manager

Cell: 817-757-9189

Fax: -

Email: [karl.kirkpatrick@brandt.us](mailto:karl.kirkpatrick@brandt.us)

24 Hour Service Dispatch

(817) 626-1693



*Austin • Dallas • Fort Worth • Houston • San Antonio • Waco*



**The Brandt Companies, LLC**

1001 NE Loop 820 Suite 300, Fort Worth, TX 76131, (817) 626-0033, TACLA64706R/TECL20109/M40211

**Proposal Date:** June 24, 2021

**Proposal#:** P-20210624-0022

**24 Hour Service Dispatch:** (817) 626-1693

**Reference:** Water Stations

**Customer:**  
**Rhonda Swan**  
Weatherford College BuyBoard 638-21  
225 College Park Dr  
Weatherford, Tx 76086

**Service Site:**  
**Rhonda Swan**  
Weatherford College BuyBoard 638-21  
225 College Park Dr  
Weatherford, Tx 76086

**Repair work proposals** are for the scope as listed on the following page.

**Equipment replacement proposals** are for the scope of work as listed on the following page.

The Brandt Companies, LLC is pleased to submit the following price and general scope of work to be performed,  
(at the above-referenced service site), in the amount of: \$ 55,201.00 excluding any applicable taxes.

**Price Valid for 30 Days**

**Remit To: The Brandt Companies, LLC, P.O.Box 227351, Dallas, TX 75222-7351 - Tax EIN: 37-1652957**

*• Austin • Dallas • Fort Worth • Houston • San Antonio • Waco*

We appreciate the opportunity to provide you with our services. Upon receipt of a signed proposal, we will begin mobilizing material orders and contact you to coordinate the repairs. Our terms are net ten days from the invoice date, and past due after thirty days.

This contract is not valid without attachment and signature of customer on Service Descriptions Page and Terms and conditions.

Best Regards,

*Karl Kirkpatrick*

Service Account Manager

Cell: 817-757-9189

Fax: -

Email: karl.kirkpatrick@brandt.us

**Customer Acceptance**

Accepted By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

Purchase Order Number: \_\_\_\_\_

**The Brandt Companies, LLC**

Accepted By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

The Brandt Companies, LLC

Date: \_\_\_\_\_

[www.brandt-companies.com](http://www.brandt-companies.com)

*Regulated by The Department of Licensing and Regulation/ P.O. Box 12157, Austin, TX 78711/1-800-803-9202/512-463-6599/ www.license.state.tx.us*

**Brandt Confidential:** This proposal includes data that shall not be disclosed outside of the party or company to which it is intended, and shall not be duplicated, used or disclosed, in whole or in part, for any purpose other than to evaluate this proposal.



**The Brandt Companies, LLC**

1001 NE Loop 820 Suite 300, Fort Worth, TX 76131, (817) 626-0033, TACLA64706R/TECL20109/M40211

**Proposal Date:** June 24, 2021

**Proposal#:**

**P-20210624-0022**

**24 Hour Service Dispatch:** (817) 626-1693

**Reference:**

**Water Stations**

**Scope of Work:**

- Brandt Proposes to change the below Drinking fountains with Elkay Bi-Level and Single Fountains with Bottle Filler that have LED filter indicators
- Health and Science Building two (2) Bi-Level water cooler with Bottle filler - 1st floor and 2nd floor
- Boyd Building two (2) Bi-Level water cooler with Bottle filler - 1st floor and 2nd floor
- Jim Wright Library two (2) Single water cooler with Bottle filler
- Academic Building one (1) Bi-Level water cooler with Bottle filler - 2nd Floor only
- Doss Building one (1) Bi-Level water cooler with Bottle filler - Wall will need to be cut out so piping can be modified
- Jack Knight Building one (1) Bi-Level water cooler with Bottle filler
- MINC Building one (1) Single water cooler with Bottle filler
- IB Hand Business Building three (3) Bi-Level water coolers with Bottle filler - 1 on 1st floor and 2 on 2nd floor - One on second floor wall will be cut to properly conceal electrical
- Fine Arts Building two (2) single water coolers with bottle filler - Middle units on East bank of three and right unit on West bank of three
- Baseball Field House one (1) Bi-Level water cooler with Bottle filler
- Community Center one (1) Bi-Level water cooler with Bottle filler
- Listed above is the replacement of 12 Bi-Level water coolers and 5 Single water coolers with Bottle filler's
- Once each unit is installed we will start unit up and confirm proper operation
- All removed unit and debris will be removed and disposed of accordingly

Accepted By Customer: \_\_\_\_\_ Brandt: \_\_\_\_\_



**The Brandt Companies, LLC**

1001 NE Loop 820 Suite 300, Fort Worth, TX 76131, (817) 626-0033, TACLA64706R/TECL20109/M40211

**Proposal Date:** June 24, 2021

**Proposal#:**

**P-20210624-0022**

**24 Hour Service Dispatch:** (817) 626-1693

**Reference:**

**Water Stations**

**Exclusions:**

- Parts, materials and equipment will have a restocking fee if work order is cancelled. Some items have a 100% restocking fee and are non-returnable.
- Anything not listed in the scope of work. Work after normal business hours.
- Not responsible for unlocated utilities.
- Paint / sheet-rock repairs

Accepted By Customer: \_\_\_\_\_ Brandt: \_\_\_\_\_



The Brandt Companies, LLC

1001 NE Loop 820 Suite 300, Fort Worth, TX 76131, (817) 626-0033, TACLA64706R/TECL20109/M40211

Proposal Date: June 24, 2021

Proposal#: P-20210624-0022

Reference: Water Stations

24 Hour Service Dispatch: (817) 626-1693

Reference: Water Stations

Brandt's Service Proposal # P-20210624-0022 ("Proposal") is conditioned upon the following terms and conditions, which

are incorporated by reference and, together with the Proposal, form the Contract between the parties:

- 1 Warranty. Brandt shall furnish to Customer all manufacturers' parts and equipment warranties received by Brandt. For a period of one (1) year from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in parts or materials supplied by Brandt that are not covered under a manufacturer's warranty and that are adversely affecting the performance of the equipment installed by Brandt, if any. Brandt warrants to Customer that all labor performed or provided shall be performed by licensed personnel, if required by applicable law, and will be performed in a good workman like manner. For a period of ninety (90) days from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in workmanship that is adversely affecting the performance of the equipment installed by Brandt, if any.
- 2 Insurance. So long as any of the Work remains to be completed, Brandt shall, at Brandt's sole cost and expense, carry and maintain in full force and effect, the following insurance coverages:
  - (A) Workers' compensation insurance coverage on all individuals employed upon or about the Property according to the requirements of the laws of the State of Texas;
  - (B) General liability insurance coverage with the limits maintained by Brandt at the time of this Proposal (which are: \$1M each occurrence; \$1M personal/advertising injury; \$10M general aggregate; \$2M products/completed operations aggregate; \$10,000 medical expense (any one person)). The policies will be issued by companies reasonably acceptable to Customer. In the event of any covered loss, or upon Customer's reasonable request, Brandt shall deliver to Customer copies of the insurance policies. Brandt and Customer mutually agree to a waiver by their respective insurer(s) of any and all rights to subrogation.
- 3 General Limitations on Scope of Work. Notwithstanding any other provision to the contrary in this Contract, including the incorporated Proposal, the Mechanical Service scope excludes:
  - (a.) Maintenance or repair of Equipment cabinets;
  - (b.) Ductwork and air distribution devices;
  - (c.) Water supply or drain beyond the Equipment;
  - (d.) Repair or replacement of heat exchangers in gas fired furnaces and duct heaters;
  - (e.) Repair or replacement of metal tubes in condensers, chiller, boilers or any other heat exchanger;
  - (f.) Moving or relocation of the subject equipment;
  - (g.) Repairs due to freezing;
  - (h.) Work made necessary by the enforcement of government codes, building and union regulations or as recommended by insurance companies;
  - (i.) Damage of any kind due to corrosion, erosion, electrolytic actions, acts of God, power failure, vandalism, or any other cause whatsoever beyond the control of Brandt;
  - (j.) Electrical components associated with the Equipment including: disconnect switches, fuses, circuit breakers, and electrical wiring not specifically identified within the scope of work;
  - (k.) Water treatment; and
  - (l.) Piping systems of any nature.
- 4 Hoisting/Rigging Operations. Prior to the use of heavy commercial hoisting or rigging equipment that could potentially cause damage to the Property or injury, Brandt will notify Customer in writing and shall not proceed without Customer's prior written consent. While all precautions will be exercised to protect Customer's Property, Brandt will not accept any responsibility for damage to parking lots, driveways, or landscaping that may occur as a result of normal hoisting and rigging operations, except to the extent that the damage is caused by Brandt's gross negligence or willful misconduct.
- 5 Work Hours. Unless indicated otherwise, all pricing is based upon work being performed during regular working hours of 8:00 am to 5:00 pm, Monday through Friday, except holidays. If work is required at times other than normal working hours, Customer agrees to pay the Brandt's standard overtime charge rates.
- 6 Payments. Customer agrees to pay Brandt all sums due with respect to this Proposal in accordance with the terms specified. Payments are due upon receipt of invoice. In the event payment is not received by Brandt within thirty (30) days following billing, such payment shall be considered past due. Beginning with the thirty-first (31st) day following billing, such payment shall bear interest at the maximum rate allowable by law until payment is received. If default is made in the payment of any sums due hereunder and it becomes necessary that this Contract be placed in the hands of an attorney for collection, Customer agrees to pay to Brandt all costs of collection, including reasonable attorney's fee. Brandt shall have the right to cancel this Contract at any time, upon five (5) business days' written notice, if payments as called for herein are not made.
- 7 Cancellation. This Contract may be cancelled by either party upon thirty (30) day written notice. In the event of cancellation by the Customer, Brandt reserves the right to invoice and be paid for work performed thru cancellation date.

Accepted By Customer: \_\_\_\_\_ Brandt: \_\_\_\_\_



The Brandt Companies, LLC

1001 NE Loop 820 Suite 300, Fort Worth, TX 76131, (817) 626-0033, TACLA64706R/TECL20109/M40211

Proposal Date: June 24, 2021

Proposal#: \_\_\_\_\_

P-20210624-0022

24 Hour Service Dispatch: (817) 626-1693

Reference: \_\_\_\_\_

Water Stations

- 8 No Liability from System Design or Existing Equipment Installation. Unless Brandt was the engineer of record for the existing system design under a prior and separate construction/design-build contract or system design is expressly included within the scope of the Proposal (and, in either case, to the extent of that design), Customer acknowledges and stipulates that Brandt did not select, advise Customer regarding, engineer, design or install the system, equipment or any component part thereof to be maintained under this Contract. Accordingly, Brandt shall not be liable in any capacity, under any theory of recovery for any claims or damages related to or originating from prior or existing defects, deficiencies, injuries, or damage (whether to the system, equipment or Property) associated therewith or as a result of prior ineffective maintenance. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery in accordance with the terms of the Contract.
- 9 No Liability for Incidental Microbiological Growth/Mold. Customer acknowledges that the Heating, Ventilation, and Air-Conditioning equipment and systems repaired or serviced as a part of this Contract may, under certain conditions, become conducive to or incidentally support microbiological growth. Brandt assumes no liability for nor warrants its work to protect against, eliminate or inhibit any type of incidental microbiological growth including, but not limited to, molds, fungi and other related matter, in or around duct systems, HVAC and related equipment or areas. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery and to take measures to discourage such growth as required and in accordance with the terms of the Contract.
- 10 Limitation of Damages for Breach of Contract. The full extent of Brandt's liability and Customer's exclusive remedy for damages from any breach of this Contract, including, but not limited to, nonperformance or misrepresentation, and regardless of the form of action, shall be limited to the annual Contract fee of the current year.
- 11 Mutual Waiver of Consequential and Punitive Damages. Notwithstanding any other provision to the contrary, Brandt and Customer mutually waive all claims against each other for any and all consequential/special/indirect/incidental and, to the extent allowable by law, all punitive/exemplary damages arising out of or relating to this Contract. This mutual waiver includes, but is not limited to, damages incurred for rental expenses, loss of use, lost revenue or profit, lost opportunity, loss of goodwill, loss of management or employee productivity, cost of capital, and cost of substitute facilities, services or goods regardless of the foreseeability of such damages. If Customer is a property manager or other legal agent or representative of the property owner, Customer represents and warrants that it has the express requisite authority to waive claims for and recovery of such damages on behalf of the property owner as well as for itself.
- 12 Indemnity. To the fullest extent permitted by law, to the PROPORTIONATE extent OF CUSTOMER'S AND Brandt's RESPECTIVE negligence and except as otherwise limited herein, CUSTOMER AND BRANDT agree to indemnify, defend, and hold ONE ANOTHER AND THEIR RESPECTIVE officers, directors, agents, assigns, successors and employees HARMLESS against all claims and damages, losses and expenses (including, but not limited to, REASONABLE attorney's fees) arising out of OR RELATED TO the performance of this contract. NOTWITHSTANDING THE FOREGOING PROVISION, THIS INDEMNITY IS SUBJECT TO THE LIMITATIONS OF LIABILITY IN SECTIONS 8-11 ABOVE.
- 13 Hazardous Materials. If Brandt encounters asbestos, polychlorinated biphenyl (PCB) or other hazardous materials on the Property, Brandt will immediately stop work and report in writing the evidence of such to Customer. Brandt will not resume work in the affected area until the hazardous material has been removed or determined harmless by a qualified laboratory at Customer's expense.
- 14 Dispute Resolution and Governing Law. This Contract shall be interpreted and construed according to the laws of the State of Texas. Any disputes arising out of or related to this Contract will be resolved by agreement through a meeting of executive representatives of each party. If no resolution can be reached, the dispute will be resolved through binding arbitration before an arbitrator experienced in construction law and according to the rules promulgated by the American Arbitration Association. The parties agree that the arbitration will be commenced within sixty (60) days of occurrence of the meeting of executive representatives. This Contract shall be governed by the laws of the State of Texas without regard to conflicts of laws principles.
- 15 Property Manager. If Customer is a property manager or other legal agent or representative of the property owner, Customer represents and warrants that it has the express requisite authority to enter into all of the terms of this Contract including, without limitation, the authority to waive claims for and recovery of consequential (special/indirect/incidental) and punitive damages on behalf of the property owner as well as for itself.
- 16 Entire Agreement. This Contract constitutes the entire agreement and is not assignable by either party without the express written consent of the other party. This Contract may be modified or amended only by written agreement of both parties.

Accepted By Customer: \_\_\_\_\_ Brandt: \_\_\_\_\_