

**NOTICE OF MEETING OF THE BOARD OF TRUSTEES OF
HARRIS COUNTY DEPARTMENT OF EDUCATION**

Notice is hereby given that a meeting of the Board of Trustees of Harris County Department of Education will be held on the **15th day of January 2020 at 1:00 p.m.** for the Board to conduct the business of that meeting. The meeting will be held in the Board Room of the Administration Building, 6300 Irvington Boulevard, Houston Texas. Such a meeting is a **REGULAR BOARD MEETING**.

The subjects to be discussed or considered or upon which any formal action might be taken are on the Agenda following.

Additionally, from time to time an issue will be raised concerning an item on our agenda that had not been anticipated. The issue, while within the scope of the agenda topic, may be one that is required or authorized by law to be considered in executive session rather than in public session. In order for the Board to consider such issue in executive session, rather than postpone consideration of it until the next board meeting, the Board lists below most if not all be all of the sections of the Open Meetings Act that address the purposes for which the Board may lawfully meet in executive/closed session. The Board's purpose is not to meet in executive session to consider matters not on the agenda for the meeting. Instead, its purpose is to efficiently and timely conduct its business in accordance with the law.

Therefore, if, during the course of the meeting on agenda items covered by this Notice, the Board should determine that a closed or executive meeting or session of the Board should be held or is required in relation to any item included in this notice, then such closed or executive meeting or session as authorized by Section 551.001 et seq. of the Texas Government Code (the Open Meetings Act) will be held by the Board at the date, hour, and place given in this notice or as soon after the commencement of the meeting covered by this notice as the Board may conveniently meet in such closed or executive meeting or session concerning any and all subjects and purposes authorized by Sections 551.071-551.084, inclusive, of the Open Meetings Act, including, but not limited to:

- Section 551.071 For the purpose of a private consultation with the Board's attorney on any or all subjects matters authorized by law.*
- Section 551.072 For the purpose of discussing the purchase, exchange, lease or value of real property.*
- Section 551.073 For the purpose of considering a negotiated contract for a prospective gift or donation.*
- Section 551.074 For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.*
- Section 551.076 To consider the deployment, or specific occasions for implementation of security personnel or devices.*
- Section 551.082 For the purpose of considering discipline of a public school child or children or to hear a complaint by an employee against another employee if the complaint or charge directly results in a need for a hearing.*
- Section 551.083 For the purpose of considering the standards, guidelines, terms or conditions the Board will follow, or instruct its representatives to follow, in consultation with representatives of employee groups in connection with consultation agreements provided for by Section 13.901 of the Texas Education Code.*
- Section 551.084 For the purpose of excluding witness or witnesses from a hearing during examination of another witness.*

Should any final action, final decision, or final vote be required in the opinion of the Board with regard to any matter considered in such closed or executive session, then such final action, final decision, or final vote shall be at either: a) the open meeting covered by this notice upon the reconvening of this public meeting, or b) at a subsequent public meeting of the Board upon notice thereof, as the Board shall determine.

James Colbert, Jr., County School Superintendent



**The Board of Trustees
January 15, 2020
Agenda of Regular Meeting**

A Regular Meeting of the Board of Trustees of Harris County Department of Education will be held January 15, 2020, beginning at 1:00 p.m. in the Board Room of the Administration Building, 6300 Irvington Boulevard, Houston Texas.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. **Invocation** - Kristal Johnson, Center for Grants Development
2. **Pledge of Allegiance to the US flag** - Illiana Gonzalez, Center for Grants Development
3. **Pledge of Allegiance to the Texas flag** - Illiana Gonzalez, Center for Grants Development
4. **Open Forum** - Gov't Code 551.003 (5) - Public Participation. Pursuant to Policy BED (Local), a citizen who wishes to speak may do so by completing a participation request card available at the Board room at least 10 minutes prior to a regular Board meeting.
5. **Reports and presentations:**
 - A. **New Board Member Presentation** - Eric Dick, Board President
 - B. **Annual Update from Center for Grants Development** - Gayla Rawlinson, Director
 - C. **Superintendent Monthly Report** - James Colbert, Jr.
 - D. **Report of the Board Feasibility Subcommittee** - Don Sumners
 - E. **Other reports from Board members** concerning attendance or participation in a board or HCDE-related conference, event, activity, or committee; accolades for an HCDE staff member or other deserving person.
 - F. **Monthly Financial Reports through 12/31/2019** - Jesus Amezcua, Assistant Superintendent for Business Services 11
6. **ACTION ITEMS - CONSENSUS**
 - A. Consider approval of the following Business Services items:

1.	December 2019 Disbursement Report	14
2.	Monthly Budget Amendment Report	16
3.	Monthly Investment Report for December 2019.	19
B.	<u>Consider approval of the following Board Meeting Minutes:</u>	
1.	12-18-2019 Regular Board Meeting Minutes	19
C.	<u>Consider ratification/approval of the following Interlocal Contracts:</u>	
1.	Interlocal (expenditure) contract for FY 2020 CASE for Kids Partnership Project in the aggregate amount of \$241,000 with the following entity: Houston Independent School District in the amount of \$241,000.	22
D.	<u>Consider approval of the following items for the HCDE Choice Partners Cooperative:</u>	
1.	Contract renewal option for job no. 16/011MP for Fine Paper and Related Items with the following vendors: Western-BRW Paper Company, Inc. dba Bosworth Papers Company, Inc. (#16/011MP-01), and Butler Business Products, LLC (#16/011MP-02) for the period 04/01/2020 through 03/31/2021.	39
2.	Contract renewal option for job no. 16/022CG for Carpet Cleaning and Related items with the following vendors: GMW Quality Cleaning Solutions, dba Hospitality Cleaning Solutions, LLC (#16/022CG-03), and The Kings Southern Division, LLC (#16/022CG-04) for the period 04/19/2020 through 04/18/2021.	42
3.	Contract renewal option for job no. 18/016CG for Construction Photographic Documentation Services and Related Items with the following vendor: Multivista Systems, LLC dba Multivista (#18/016CG-01) for the period 04/18/2020 through 04/17/2021.	45
4.	Contract renewal option for job no. 19/028KC for Medicaid Claiming & Billing Services with the following vendors: Houston Independent School District (HISD) (#19/028KC-01); MSB Consulting Group, LLC (#19/028KC-02), and Sivic Solutions Group, LLC (#19/028KC-03) for the period 04/17/2020 through 04/16/2021.	47
5.	Contract award for job no. 20/014MR for Motor & Aviation Fuel, Alternative Fuels, Lubricants & Related Items with the following vendors: R&C Distributors, LLC dba Blender Direct (#20/014MR-01); Liberty Equipment Sales, Inc. (#20/014MR-02); Petroleum Traders Corporation (#20/014MR-03), and Jaguar Fueling Services, LLC for the period 01/15/2020 through 01/14/2021.	51
6.	HCDE Interlocal Agreements with: Keene ISD, Keene, Texas; McLennan Community College, Waco, Texas; Reve Preparatory Charter School, Houston, Texas; Jourdanton ISD, Jourdanton, Texas, and Washburn University, Topeka, Kansas.	88
E.	<u>Consider approval of the following items for Internal Purchasing:</u>	
1.	Contract renewal options for job no. 15/063YR-2 R4 for CASE After-School and Summer Direct Service Providers with the following vendors: Shamelessly Saved Productions; Abundance Educational Consulting, LLC; Imagiread Consulting Services, LLC; and Artist Boat for the period of 02/27/2020 through 02/26/2021.	114

2. **Contract renewal option for job no. 16/019YR for Coffee, Tea Services, and Related Items with the following vendor:** Reliant Business Products, Inc. for the period of 02/23/2020 through 02/22/2021. 119
3. **Contract renewal option for job no. 17/003YR for Food and Delivery Services for Harris County Department of Education Head Start with the following vendor:** Valley Services, Inc. for the period of 02/28/2020 through 02/27/2021. 121
4. **Contract renewal option for job no. 17/015KJ for Architectural Design Services with the following vendor:** Cre8 Architects for the period of 01/19/2020 through 01/18/2021. 123
5. **Contract renewal options for job no. 17/024YR CASE for Kids Consultants and Trainers with the following vendors:** edOpp Solutions, LLC; and Training and Leadership Consulting for the period of 02/28/2020 through 02/27/2021. 125
7. **ACTION ITEMS - NON-CONSENSUS**
 - A. **Consider acceptance of the 2018-2019 Annual Financial Audit,** the fund balance categories and amounts as presented in the report and in the attached resolution for committed fund balance. The audit was conducted by Whitley Penn LLP. 128
 - B. **Consider approval of the proposed Annual Budget Calendar for FY 2021.** 129
 - C. **Consider approval of FY 2019-2020 Investment Resolution for the annual review of HCDE's Investment Policy,** Broker Dealers, and Investment Trainers in accordance with the Public Funds Investment Act. 131
 - D. **Consider approval to purchase two new 2020 model vehicles from Lake Country Chevrolet (HGACBuy Contract No. VE11-18)** in the total amount of \$92,444 (\$45,922 each plus HGACBuy fee of \$600). 169
 - E. **Consideration and Approval of an Order Authorizing the Execution and Delivery** of the Lease Revenue Bonds, Series 2016 Supplemental Trust Indenture; and Approving Other Matters Incident and Relating Thereto. 171
 - F. **Consider approval of removal of Josh Flynn as a Director of the HCDE Public Facility Corporation Board of Directors.**
 - G. **Consider appointment of Directors to the HCDE Public Facility Corporation Board of Directors (3 possible director positions open/vacant).**
8. **EXECUTIVE SESSION** Under the Texas Government Code pursuant to any and all purposes permitted by Sections 551.001-551.084, including, but not limited to: 551.071; 551.074
 - A. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of HCDE employees.
9. **RECONVENE** for possible action on items discussed in executive session

10. **INFORMATION ITEMS**

- A. **Human Resources Information Items** 184
 - B. **Employee Count** 185
 - C. **Submission of grant proposal to Henderson Foundation in the amount of \$5,000 via Education Foundation** of Harris County to support CASE for Kids' All-Earth Ecobot Challenge. Requested funds will support robotics and drone competitions for 500-600 students. 186
 - D. **Submission of bid proposal to Katy ISD for professional development services and materials.** The proposed bid will allow HCDE to offer services for Katy ISD teachers and staff in academic subjects, special populations, digital education, school leadership and Restorative Practices. 187
 - E. **Submission of grant proposal to ACR/JAMS Foundation Initiative for Students and Youth in the amount of \$40,000** for Year 1 and \$20,000 for Year 2 to support the Center for Safe and Secure Schools *#RollingwithRestorative – Conflict Resolution Series*. Requested funds will provide training for students and school personnel in conflict resolution and support implementation of these practices during their interactions with youth, parents and school personnel through restorative practices models. 188
11. **ADJOURN** - Next regular meeting is scheduled for Wednesday, February 26, 2020, Board Room, 6300 Irvington Blvd., Houston, Texas, 77022, at 1:00 p.m.



James Colbert, Jr.
County School Superintendent

Monthly Financial Report

Will be provided separately

Regular Board Meeting

5.F.

Meeting Date: January 15, 2020
Title: Monthly Financial Reports
Submitted For: Jesus Amezcua, Business Office **Submitted By:** Stephanie Ritchie
Additional Resource Personnel: Stephanie Wright

Information

Posted Agenda Item:

Monthly Financial Reports through 12/31/2019 - Jesus Amezcua, Assistant Superintendent for Business Services

Subject:

Financial Reports as of December 31, 2019.

Rationale:

Presentation of Monthly Financial Reports

Attachments

No file(s) attached.

Form Review

Inbox

Assistant Superintendent - Business
Form Started By: Stephanie Ritchie
Final Approval Date: 01/05/2020

Reviewed By

Jesus Amezcua

Date

01/05/2020 09:17 PM
Started On: 11/27/2019 04:32 PM

Monthly Disbursement Report

Will be provided separately

Regular Board Meeting

6.A.1.

Meeting Date: January 15, 2020
Title: December Disbursement Report
Submitted For: Jesus Amezcua, Business Office
Additional Resource Personnel: Stephanie Wright

Submitted By: Stephanie Ritchie

Information

Posted Agenda Item:
December 2019 Disbursement Report

Subject:
December Disbursement Report

Rationale:
December Disbursement Report

Attachments

No file(s) attached.

Form Review

Inbox

Assistant Superintendent - Business
Form Started By: Stephanie Ritchie
Final Approval Date: 01/05/2020

Reviewed By

Jesus Amezcua

Date

01/05/2020 09:17 PM
Started On: 11/27/2019 04:37 PM

Regular Board Meeting

6.A.2.

Meeting Date: January 15, 2020

Title: Budget Amendment Report

Submitted For: Jesus Amezcua, Business Office

Submitted By: Stephanie Ritchie

Additional Resource Personnel: Stephanie Wright

Personnel:

Information

Posted Agenda Item:

Monthly Budget Amendment Report

Subject:

Budget Amendment Report for January 2020.

Rationale:

Amendments that increase/decrease a program budget must be approved by the board.

Attachments

No file(s) attached.

Form Review

Inbox

Assistant Superintendent - Business

Form Started By: Stephanie Ritchie

Final Approval Date: 01/05/2020

Reviewed By

Jesus Amezcua

Date

01/05/2020 09:17 PM

Started On: 11/27/2019 04:31 PM

Regular Board Meeting

6.A.3.

Meeting Date: January 15, 2020
Title: Approval of Investment Report
Submitted For: Jesus Amezcua, Business Office
Additional Resource Personnel: Stephanie Wright

Submitted By: Stephanie Ritchie

Information

Posted Agenda Item:

Monthly Investment Report for December 2019.

Subject:

Consider approval of Investment report dated December 2019.

Rationale:

In accordance with Texas Government Code, Section 2256, Public Funds Investment Act, HCDE has adopted written investment policy, CDA (LEGAL) and CDA (LOCAL) Other Revenues: Investments requiring the investment officers to prepare and submit a written report of investment transactions for the preceding reporting period to the Board of Trustees.

The attached report is for the time period December 2019.

Attachments

No file(s) attached.

Form Review

Inbox

Assistant Superintendent - Business
Form Started By: Stephanie Ritchie
Final Approval Date: 01/05/2020

Reviewed By

Jesus Amezcua

Date

01/05/2020 09:17 PM
Started On: 11/27/2019 04:33 PM

Minutes

Will be provided separately

Regular Board Meeting

6.B.1.

Meeting Date: January 15, 2020

Title:

Submitted By: Melissa Godbout

Recommended Action: Approve

Additional Resource

Personnel:

HCDE Goal(s):

Facilities/Technology

Approval Needed?:

Information

Posted Agenda Item:

12-18-2019 Regular Board Meeting Minutes

Subject:

Rationale:

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Form Started By: Melissa Godbout

Final Approval Date: 01/07/2020

Started On: 01/07/2020 03:28 PM

Action Items

Regular Board Meeting**6.C.1.**

Meeting Date: January 15, 2020
Title: CASE for Kids Partnership Project 2019-2020 Interlocal Agreement
Submitted For: Lisa Caruthers, Case for Kids **Submitted By:** Kimberlee Flowers
Recommended Action: Approve **HCDE Goal(s):** 3. Advocate for learners through innovation
Additional Resource Personnel: Danielle Bartz, Dr. Lisa Caruthers, Dr. Jesus Amezcua, Bill Monroe, Kendra Jackson **Facilities/Technology Approval Needed?:** None

Information**Posted Agenda Item:**

Interlocal (expenditure) contract for FY 2020 CASE for Kids Partnership Project in the aggregate amount of \$241,000 with the following entity: Houston Independent School District in the amount of \$241,000.

Subject:

CASE for Kids Partnership grant for FY 2020 Interlocal with Houston ISD.

Rationale:

The CASE for Kids Partnership Project invests in comprehensive after-school programs that promote social and emotional learning skills (SEL) and provide increased support of numeracy and literacy development for economically disadvantaged students between the ages of 4 and 12 or up to the age of 19 with a documented disability. The Partnership Project is the result of collaboration between HCDE, the Houston-Galveston Area Council (HGAC), the Texas Workforce Commission (TWC), and awarded sites. HCDE commits local funds to invest in quality out-of-school time programming for youth. These dollars serve as matching dollars that activate a commitment of federal childcare funds for quality improvement for school-age youth through TWC allowing HCDE to provide a variety of resources to selected sites such as: site visits, training, and access to curriculum and materials through a free lending library. The following school districts and schools are recipients of the Partnership grant for the 2019 – 2020 school year:

District	School	Amount
Houston ISD	Benbrook Elementary	\$30,000
	Briscoe Elementary	\$25,000
	Field Elementary	\$20,000
	Gregg Elementary	\$30,000
	Ketelsen Elementary	\$15,000
	Lyons Elementary	\$26,000
	Park Place Elementary	\$30,000
	Southmayd Elementary	\$10,000
	Whidby Elementary	\$25,000
	White Elementary	\$30,000
	TOTAL	\$241,000

Fiscal Impact

Attachments

Contract

Form Review

Inbox

CASE

Purchasing Alternate

Purchasing

Assistant Superintendent - Business

Form Started By: Kimberlee Flowers

Final Approval Date: 01/06/2020

Reviewed By

Lisa Caruthers

Kendra Jackson

Bill Monroe

Jesus Amezcua

Date

12/13/2019 04:56 PM

12/17/2019 12:32 PM

01/06/2020 10:53 AM

01/06/2020 12:49 PM

Started On: 12/13/2019 03:11 PM

INTERLOCAL AGREEMENT
BETWEEN
HARRIS COUNTY DEPARTMENT OF EDUCATION
AND
HOUSTON INDEPENDENT SCHOOL DISTRICT

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Agreement (“Agreement”) is entered into by and between Harris County Department of Education (“HCDE”) and Houston Independent School District (“District”) for the purpose of providing after-school educational program(s).

I. PURPOSE

The District agrees to provide an after-school program(s), which must include activities to support language literacy and numeracy development and promote social and emotional learning skills (SEL) during out-of-school time hours ("after-school program(s)") to students four to twelve years of age or up to the age of 19 with a documented disability. Students meeting these age requirements are referred to herein as “eligible students.”

II. TERM

This Agreement shall be for the period beginning October 1, 2019 and ending July 31, 2020 and is subject to the receipt of sufficient funds from HCDE.

III. AFTER-SCHOOL PROGRAM DESCRIPTION and REQUIREMENTS

A. The District agrees to provide after-school program(s) to eligible students in accordance with all applicable local, state, and federal laws and regulations, including, without limitation, those promulgated by the Texas Workforce Commission (“TWC”) and/or Gulf Coast Local Workforce Board. The District agrees to abide by all of the policies and procedures in the Center for Afterschool, Summer, and Enrichment (CASE for Kids) Manual, which is incorporated by reference into this Agreement. The District agrees to abide by all of the guidelines developed by HCDE in furtherance of this Agreement.

B. The District agrees to provide facilities and personnel necessary to provide quality improvement activities in the after-school program(s) to eligible students. The District will provide the after-school program(s) at the following school(s): Benbrook Elementary, Briscoe Elementary, Field Elementary, Gregg Elementary, Ketelsen Elementary, Lyons Elementary, Park Place Elementary, Southmayd Elementary, Whidby Elementary and Ed White Elementary. Activities in the after-school program(s) will adhere to those approved and agreed upon in the District’s application form filed with HCDE.

C. The District will serve the number of students and operate the number of weeks, days and hours as outlined in the application filed with HCDE. The District agrees to inform HCDE of any changes in the hours of the after-school program(s), the ages of children served, holidays,

the name of the contact person, or any other changes to the after-school program(s) at least three weeks prior to any changes through appropriate amendment forms.

D. The District agrees to ensure that each program designates a program liaison, that program staff participate in an afterschool program self-assessment process using a CASE for Kids provided tool and that designated afterschool site staff attend CASE for Kids' Project meetings and a minimum of two (2) CASE sponsored or approved trainings per semester for a total of no less than four (4) CASE sponsored or approved trainings per school year.

E. The District agrees to incorporate specific curriculum and field experiences provided by CASE for Kids into the afterschool program.

F. The District agrees to affirm enrollment of students and provision of services by completing a CASE for Kids registration form for each child enrolled in the after-school program.

G. The District agrees to track and maintain daily attendance records for students enrolled in programs. These records must be submitted to Center for Afterschool, Summer and Enrichment (CASE for Kids) on by the 5th of each month, utilizing the attendance tracking system provided by Center for Afterschool, Summer and Enrichment.

F. The District agrees to expend funds received from HCDE to support language literacy and numeracy development within existing comprehensive after-school program(s). Expenditures must result from activities allowable under applicable TWC rules, including TWC rule § 809.16. The District agrees to submit quarterly certification of total expenditures for such after-school program(s), certifying that (a) expenditures have resulted from activities allowable under applicable TWC rules, including TWC rule § 809.16, and (b) expenditures funded through district funds have been expended for service delivery to eligible students in the afterschool program. The District agrees to provide this certification on the form attached hereto as Exhibit D. The District shall maintain its records and accounts in a manner that shall assure a full accounting of all expenditures paid for with both funds received from HCDE and local site matching funds relating to this Agreement. The District agrees to provide at minimum a dollar-for-dollar cash match to the total amount of funding. The District may use parent fees, local tax dollars, and federal grant funds, excepting Title 1 funds, as its local site matching funds for the after-school program(s) operated in accordance with this Agreement. The District agrees to submit a monthly itemized report of all expenditures for the after-school program(s) funded by local site matching funds. The District agrees to provide this itemized expenditure report on the form attached hereto as Exhibit E. The District agrees to submit Exhibits D and E to HCDE by the 15th day of each month. The District's records and accounts shall also be retained by the District and made available for audit by HCDE, the Texas Workforce Commission, Gulf Coast Local Workforce Board, and/or representative(s) of those entities for a period of not less than three (3) years after the expiration or termination of this Agreement. If an audit has been announced, the District shall retain its records and accounts until such audit has been completed.

G. The District further agrees that it will comply with all terms and conditions of the U.S. Department of Health and Human Services Child Care and Development Fund grant/contract awarded to HCDE, passed through the Texas Workforce Commission/Gulf Coast Workforce Solutions Board, including all applicable laws, rules, and regulations that govern the award/contract and administration of the grant/contract. Those regulations include, but are not limited to, applicable regulations pertaining to reporting, regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Contract, and regulations pertaining to copyrights and rights in data. The District certifies

compliance with all provisions, laws, acts, regulations, rules, and ordinances in the attached certifications, which are incorporated herein by reference.

H. The District acknowledges and agrees that it is solely responsible for all costs, wages, expenses, and fees associated with or arising from the operation of its after-school program(s).

I. The District agrees to cooperate with evaluation of the after-school program(s) by providing such records as STAAR scores, grades, regular school day attendance, and conduct, for eligible students in the after-school program(s) to HCDE, as well as survey results, within a reasonable time after a request by HCDE.

J. The District may use the funds from HCDE to enhance existing after-school program(s), but the payments from HCDE should not replace funding for an existing after-school program(s).

K. The District agrees to obtain and assess criminal history record information for each employee, contractor, or volunteer used in the after-school program(s) and to use only those persons fit to work with students. The District shall complete the "Criminal History Certification" regarding the criminal history of covered employees, attached as Exhibit A and the "Felony Conviction Notice," attached as Exhibit B and incorporated by reference herein. Noncompliance or misrepresentation regarding these certifications may be grounds for termination of this Agreement.

L. The District will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), The Americans with Disabilities Act of 1990 (Public Law 101-336), The Health and Safety Code Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In addition, the District agrees to comply with Title 40, Chapter 73, of the Texas Administrative Code. These provide in part that no persons in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

M. The District will not discriminate against children with disabilities. The District will also not discriminate against children with AIDS. The District will comply with the Health and Safety Code Section 85.113 by adopting and implementing HIV/AIDS workplace guidelines for employees and clients; by providing educational programs for employees and clients; and, by developing and implementing guidelines regarding confidentiality of HIV/AIDS related medical information for employees and clients served.

N. The District will comply with the requirements of The Immigration Reform and Control Act of 1986 regarding employment verification forms for any individuals hired on or after November 6, 1987, who will perform any labor or services under this agreement.

O. The District further agrees that it will comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protections Agency regulations (40 CFR part 15), and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan

issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

P. The District agrees that the certifications and agreements included in the HCDE Vendor Certification Forms, attached hereto as Exhibit F and incorporated by reference in the agreement for all purposes, is true and correct.

IV. COMPENSATION AND FUNDING

Subject to the following paragraph, HCDE will reimburse sites up to the individual grant award amount based on expenditures for activities to support language literacy, and social emotional learning within existing comprehensive after-school program(s). District agrees to provide at a minimum a dollar-for-dollar match to the total amount of HCDE funding. Certification and itemization of expenditures must be received by HCDE in accordance with Section III (E) and (F) in order to receive award funds for the entire project period. Allowable match funds include parent fees, local tax dollars, foundation/grant funds and Federal funds excluding Title 1. All matching contributions using federal funds require prior review and approval of the source.

Benbrook Elementary	\$30,000
Briscoe Elementary	\$25,000
Field Elementary	\$20,000
Gregg Elementary	\$30,000
Ketelsen Elementary	\$15,000
Lyons Elementary	\$26,000
Park Place Elementary	\$30,000
Southmayd Elementary	\$10,000
Whidby Elementary	\$25,000
Ed White Elementary	\$30,000

HCDE will pay the District upon receipt of sufficient funds. The District waives any statutory right to interest the District may have under Chapter 2251 of the Texas Government Code.

In addition to the certification and itemization of expenditure reports required by Section III(F), the District shall also submit monthly invoices by the 15th of each month to HCDE. If HCDE determines, in its sole discretion, that any site of the District is out of compliance, HCDE may withhold funding for the month(s) that the site is out of compliance. For purposes of withholding funding, "out of compliance" means that the site is (1) not serving the required number of eligible students; (2) not operating the required number of weeks, days, or hours; (3) not providing sufficient language literacy and numeracy development activities in the after-school program; or (4) not complying with any provision of this Agreement or applicable law, rule, regulation, policy, or procedure. Additionally, if HCDE, TWC, or any other governing entity determines that the District's certification or itemization of expenditure reports are disallowed and HCDE must return funds to TWC or any other governing entity, the District shall reimburse/refund HCDE for the total amount of such funds.

Notwithstanding anything to the contrary in this Agreement, HCDE's obligation to pay as stated above is expressly contingent upon HCDE receiving local, state, and/or federal funds, if any, ("funds") designated for child care services that are sufficient to satisfy all obligations to other Districts with which HCDE contracts to provide after-school programs. In the event HCDE does not receive those funds or sufficient funds, HCDE may terminate this Agreement and will not be responsible for paying the District the amount specified above or for any of the costs of the after-school program(s) provided by the District.

V. PIGGYBACKING ON HCDE-PROCURED CONTRACTS

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, the District may, in its discretion, enter into separate and independent contracts with CASE Afterschool and Summer Direct Service Providers, procured by HCDE in accordance with Section 44.031 of the Texas Education Code, that employ the same negotiated terms and conditions contained in an existing contract(s) between HCDE and the Direct Service Provider.

If the District elects to piggyback off of one of HCDE's contracts with CASE Afterschool and Summer Direct Service Providers, the District shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to the District for use of HCDE contracts with Direct Service Providers. The District shall make payments directly to vendors/Direct Service Providers. The District shall be responsible for ordering, inspecting, and accepting the goods and services purchased by utilizing one of HCDE's contracts with Direct Service Providers. The District shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between the District and the vendor. HCDE is not responsible or liable for the performance of any vendor used by the District as a result of this Agreement or the District's piggybacking off of one of HCDE's contracts with Direct Service Providers.

VI. RELATIONSHIP

It is understood and agreed that the District is an independent contractor. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between HCDE and any employee or agent of the District. The Agreement does not create a joint venture or business partnership under Texas law.

The District is solely responsible for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), insurance, worker's compensation, disability benefits and like requirements and obligations of District employees, agents, volunteers, and representatives. The District agrees that HCDE has no responsibility for any conduct of any District employee, agent, volunteer, or representative.

VII. STUDENT RECORDS

To the extent that HCDE will come into possession of the District's student records and information, and to the extent that HCDE will be involved in the survey, analysis, or evaluation of students, incidental to this Agreement, HCDE agrees to comply with all applicable requirements of the Family Educational Rights and Privacy Act. In the event that the District or HCDE is in possession or custody of recorded information of the other party that is the subject of the Texas

Public Information Act, the recorded information will be promptly provided to the other party upon request in the event the District or HCDE is obligated to disclose such information pursuant to the Public Information Act.

VIII. TERMINATION

This Agreement may be terminated by either party without cause with thirty (30) days advance written notice. HCDE may by written notice at any time, terminate this Agreement if the District fails to comply with any provision of this Agreement. HCDE may also terminate this Agreement as provided in Section IV.

IX. LOCAL FUNDS

Any local funds expended will be from current revenues available to the paying party.

X. AUTHORIZATION

Each party acknowledges that this Agreement has been authorized by the governing body of each party to the Agreement.

XI. NOTICE

Any notice provided under the terms of this Agreement by either party to the other shall be in writing and may be affected by certified mail, return receipt requested. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
Attention: Mr. James Colbert, Jr.
County School Superintendent
6300 Irvington Blvd.
Houston, Texas 77022

Houston Independent School District
Attention: Dr. Grenita Lathan
Interim Superintendent of Schools
4400 West 18th St.
Houston, Texas 77092

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 in accordance with the provisions of this Article.

XII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

XIII. VENUE

The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Harris County, Texas.

XIV. ENTIRE AGREEMENT

This Agreement, the RFP solicitation issued by HCDE, and the District's proposal/application submitted in response to HCDE's RFP solicitation, and the attached and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supercede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement. In the event of a conflict between this Agreement and the RFP solicitation issued by HCDE or the District's proposal/application submitted in response to HCDE's RFP solicitation, this Agreement shall control. In the event of a conflict between the RFP solicitation issued by HCDE and the District's proposal/application submitted in response to HCDE's RFP solicitation, HCDE's RFP solicitation shall control.

XV. AMENDMENT

This Agreement may be amended only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this Agreement.

XVI. ASSIGNMENT

Neither this Agreement nor any duties or obligations under it shall be assignable by the District without the prior written acknowledgment and authorization of HCDE.

XVII. DEBARMENT AND SUSPENSION

Pursuant to 7 C.F.R. 3017, during any period in which a person is suspended, debarred, proposed for debarment, ineligible, or voluntarily excluded from eligibility for covered transactions by any Federal department or agency, that person shall be excluded from any and all work hereunder that is considered a covered transaction including, but not limited to, participation in any HCDE Program or purchase of any goods or services from HCDE. Generally, work that is expected to equal or exceed the Federal procurement small purchase threshold as defined in 7 C.F.R. 3017.110 (currently \$100,000) is considered a covered transaction. With respect to work hereunder that is considered a covered transaction, the District agrees to comply with any and all requirements of 7 C.F.R. 3017 including, but not limited to, obtaining and/or providing the certification attached hereto as Exhibit A and providing immediate written notice upon discovery of any errors in a certification previously obtained and/or provided, as necessary for such compliance. The District acknowledges that, with respect to debarment and suspension, Federal law may impose additional, more specific, and/or more restrictive requirements for certain work hereunder that is considered a covered transaction; the District agrees to comply with any and all such requirements.

XVIII. CONFLICT OF INTEREST

HCDE is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. The District must complete a Conflict of

Interest Questionnaire (CIQ), attached hereto as Exhibit C, whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

- 1) If the vendor has an employment or other business relationship with a local government officer of HCDE or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
- 2) If the vendor has given a local government officer of HCDE, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
- 3) If the vendor has a family relationship with a local government officer of HCDE.

XIX. SEVERABILITY

In the event that any one or more of the provisions contained in this Agreement 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 Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XX. BENEFIT FOR SIGNATORY PARTIES ONLY

Neither this Agreement, nor any term or provision hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

Executed this _____ day of _____ of the year 2019.

Harris County Department of Education

Houston Independent School District

Mr. James Colbert, Jr. Date
County School Superintendent

Dr. Grenita Lathan Date
Interim Superintendent of Schools

EXHIBIT A

Criminal History Certification

Definitions:

Covered employees: Employees who have or will have continuing duties related to the service to be performed at HCDE and have or will have direct contact with students. HCDE will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by HCDE, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

On behalf of _____ (“the District”), I certify that some or all of the District’s employees are *covered employees*. I further certify that:

1. The District has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
2. If the District receives information that a covered employee subsequently has a disqualifying criminal history, the District will immediately remove the covered employee from contract duties and notify HCDE in writing within 3 business days.
3. Upon request, the District will provide HCDE with the name and any other requested information of covered employees so that HCDE may obtain criminal history record information on the covered employees.
4. If HCDE objects to the assignment of a covered employee on the basis of the covered employee’s criminal history record information, the District agrees to discontinue using the covered employee to provide services pursuant to its agreement with HCDE.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Signature

Date

EXHIBIT B

FELONY CONVICTION NOTICE

I, the undersigned Contractor or agent for the firm named above, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge. **The Contractor must complete the following information in accordance with state law.**

Please sign only one:

A. My firm is a publicly-held corporation, therefore, this reporting requirement is not applicable.

Signature of Contractor _____ Date _____

OR

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Contractor: _____ Date: _____

OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): _____ Date: _____
(attach additional sheet if necessary)

Details of Conviction(s): _____
(attach additional sheet if necessary)

Signature of Contractor: _____ Date: _____

EXHIBIT C

HARRIS COUNTY DEPARTMENT OF EDUCATION CONFLICT OF INTEREST DISCLOSURE STATEMENT

Harris County Department of Education (HCDE) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with HCDE or who seeks to do business with HCDE must fill out the new Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

- 3) If the vendor has an employment or other business relationship with a local government officer of HCDE or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
- 4) If the vendor has given a local government officer of HCDE, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
- 5) If the vendor has a family relationship with a local government officer of HCDE.

“Vendor” means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. *Texas Local Government Code 176.001(7)*.

“Business relationship” means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. *Texas Local Government Code 176.001(3)*.

“Family relationship” means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. *Texas Local Government Code 176.001(2-a)*.

“Local government officer” means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. *Texas Local Government Code 176.001(4)*.

HCDE Board of Trustees include:

Mr. Josh Flynn, President	Dr. George Moore
Mr. Richard Cantu	Mr. Eric Dick
Mr. Danyahel Norris	Mr. Don Sumners
Mr. Michael Wolfe	Mr. James Colbert Jr., County Superintendent

Current local government officers include:

Dr. Jesus J. Amezcua	Mr. Jonathan Parker
Ms. Danielle Bartz	Mr. John Prestigiacomo
Ms. Danielle Clark	Ms. Natasha Truitt
Dr. Kimberly McCleod	Mr. Rich Vela
Dr. Anthony Mays	

If no conflict of interest exists, you must fill out Box 1 and type N/A on Box 3 of the CIQ form, sign and date it.

In the event of changed circumstances, an updated CIQ must be filed within seven (7) business days after the vendor becomes aware a conflict of interest exists.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
 A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY	
Date Received	

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.



6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

EXHIBIT D

 Harris County Department of Education CASE for Kids Partnership Project Expenditure Report & Certification Match Monthly Report					
NAME OF DISTRICT		NAME OF SCHOOL			
CONTACT		TELEPHONE			
SECTION I		List Certification/Match Source			
Month/Year					
SECTION II - REPORT OF EXPENDITURES FOR PERIOD					
		(A) Monthly Expenditures	YTD Expenditures	(B) Monthly Certification	YTD Certification
Personnel	(+)	\$ -	\$ -	\$ -	\$ -
Contracted Services	(+)	\$ -	\$ -	\$ -	\$ -
Supplier and Materials	(+)	\$ -	\$ -	\$ -	\$ -
Travel	(+)	\$ -	\$ -	\$ -	\$ -
Other Operating Costs	(+)	\$ -	\$ -	\$ -	\$ -
Capital Outlay	(+)	\$ -	\$ -	\$ -	\$ -
Total Direct Costs	(-)	\$ -	\$ -	\$ -	\$ -
Indirect Costs (%)	(+)	\$ -	\$ -	\$ -	\$ -
Net Expenditures This Reporting Period	(-)	\$ -	\$ -	\$ -	\$ -
SECTION III - REIMBURSEMENT SUMMARY					
Total Grant Award Amount and Certification Amount	(+)	\$ -	\$ -	\$ -	\$ -
Expenditures and Certification YTD	(-)	\$ -	\$ -	\$ -	\$ -
Unexpended Balance of Award	(-)	\$ -	\$ -	\$ -	\$ -
CERTIFICATION: I hereby certify that this report consisting of Sections I, II, and III is true and correct and that funds have been expended according to the approved interlocal agreement.					
Site Coordinator	Signature		Date		
Site Principal/Director	Signature		Date		
District/Organization Office Rep	Signature		Date		
District/Organization Grant Acc	Signature		Date		
For CASE for Kids USE ONLY					
CASE for Kids Accountant	Signature		Date		
Fadi Khiriah					
CASE for Kids Program Coordinator	Signature		Date		
Brandi Nichole					
CASE for Kids Budget Manager	Signature		Date		
Michael Wilton					

Regular Board Meeting

6.D.1.

Meeting Date: January 15, 2020
Title: Contract renewal for 16/011MP for Fine Paper and Related Items
Submitted For: Joann Nichols, Choice Partners
Submitted By: Cora Day
Recommended Action: Approve
HCDE Goal(s): 4. Provide cost savings by leveraging tax dollars

Additional Resource Personnel: Joann Nichols, Jeff Drury, Richard Vela, Yaritza Roman, Bill Monroe and Dr. Jesus Amezcua
Facilities/Technology Approval Needed?: None

Information

Posted Agenda Item:

Contract renewal option for job no. 16/011MP for Fine Paper and Related Items with the following vendors: Western-BRW Paper Company, Inc. dba Bosworth Papers Company, Inc. (#16/011MP-01), and Butler Business Products, LLC (#16/011MP-02) for the period 04/01/2020 through 03/31/2021.

Subject:

Choice Partners; Contract Renewal; Fine Paper and Related Items; Revenue Generating

Rationale:

The process enacted was a Request for Proposal (RFP). Seventy-five (75) invitations were extended for proposals. Five (5) responses were received of which three (3) were non-awarded, and two (2) were awarded. HCDE/Choice Partners contract no. 16/011MP was awarded for one (1) year from 04/01/2016 to 03/31/2017. The contract has the option for four (4) annual renewals.

HCDE/Choice Partners recommends exercising the fourth (4th) option for renewal period 04/01/2020 to 03/31/2021 for the vendors listed above in Posted Agenda Item. Anticipated revenue from contract no. 16/011MP will be an administrative fee of two percent (2%). This contract is governed by Texas Education Code 44.031.

Fiscal Impact

Included in FY budget Y/N: Y
Included in current budget amendment Y/N: N

Attachments

Bosworth Paper
Butler Business Products

Form Review

Inbox	Reviewed By	Date
Choice Partners	Jeff Drury	12/13/2019 04:03 PM
Purchasing Alternate	Yaritza Roman	12/16/2019 02:03 PM
Purchasing	Bill Monroe	12/16/2019 02:36 PM
Assistant Superintendent - Business	Jesus Amezcua	01/05/2020 09:18 PM
Form Started By: Cora Day		Started On: 12/09/2019 04:14 PM

December 20, 2018

Subject: Contract Renewal for 16/011MP for Fine Paper and Related Items for Harris Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

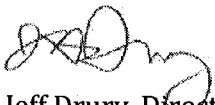
Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **March 31, 2020**. This contract has **one (1)** one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **April 1, 2020**.

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System at <http://www.choicepartners.org/vendor-login.php> by **December 3, 2019 at 2:00 p.m. central time**.

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to cora@choicepartners.org.


Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Western-BRW Paper Co. Inc - Bosworth Papers
Authorized Signature:	
Print Name:	JOSEPH T Jordan
Title:	Executive Vice President
Date:	11-26-2019
Address:	PO Box 40905
City, State, Zip Code:	Houston TX 77240
Phone:	713 460 5060
Email Address:	j+tjordan@bosworthpapers.com



December 20, 2018

Subject: Contract Renewal for 16 / 0 1 1 MP for Fine Paper and Related Items for Harris Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:


Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **March 31, 2020**. This contract has **one (1)** one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **April 1, 2020**.

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System at <http://www.choicepartners.org/vendor-login.php> by **December 3, 2019 at 2:00 p.m. central time**.

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

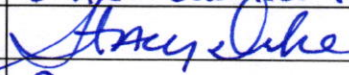
If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to cora@choicepartners.org.

Sincerely,


Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Butter Business Products
Authorized Signature:	
Print Name:	Stacy Duke
Title:	President
Date:	11/27/2019
Address:	6942 Signat Dr.
City, State, Zip Code:	Houston, TX 77041
Phone:	(713)461-2938
Email Address:	sduke@butterbusinessproducts.com



Regular Board Meeting

6.D.2.

Meeting Date: January 15, 2020
Title: Contract renewal for 16/022CG for Carpet Cleaning Service & Related Items
Submitted For: Joann Nichols, Choice Partners
Submitted By: Cora Day
Recommended Action: Approve
HCDE Goal(s): 4. Provide cost savings by leveraging tax dollars

Additional Resource Personnel: Joann Nichols, Jeff Drury, Richard Vela, Yaritza Roman, Bill Monroe and Dr. Jesus Amezcua
Facilities/Technology Approval Needed?: None

Information

Posted Agenda Item:

Contract renewal option for job no. 16/022CG for Carpet Cleaning and Related items with the following vendors: GMW Quality Cleaning Solutions, dba Hospitality Cleaning Solutions, LLC (#16/022CG-03), and The Kings Southern Division, LLC (#16/022CG-04) for the period 04/19/2020 through 04/18/2021.

Subject:

Choice Partners; Contract Renewal; Carpet Cleaning and Related Items; Revenue Generating

Rationale:

The process enacted was a Request for Proposal (RFP). Sixty-six (66) invitations were extended for proposals. Five (5) responses were received of which one (1) was non-awarded, and four (4) were awarded. HCDE/Choice Partners contract no. 16/022CG was awarded for one (1) year from 04/19/2016 to 04/18/2017. The contract has the option for four (4) annual renewals.

HCDE/Choice Partners recommends exercising the fourth (4th) option for renewal period 04/19/2020 to 04/18/2021 for the vendor listed above in Posted Agenda Item. Anticipated revenue from contract no. 16/022CG will be an administrative fee of two percent (2%). This contract is governed by Texas Education Code 44.031.

Fiscal Impact

Included in FY budget Y/N: Y
Included in current budget amendment Y/N: N

Attachments

Hospitality Cleaning
Kings

Form Review

Inbox	Reviewed By	Date
Choice Partners	Jeff Drury	12/13/2019 04:05 PM
Purchasing Alternate	Yaritza Roman	12/16/2019 02:08 PM
Purchasing	Bill Monroe	12/16/2019 02:38 PM
Assistant Superintendent - Business	Jesus Amezcua	01/05/2020 09:18 PM

November 20, 2019

Subject: Contract Renewal for 16/022CG for Carpet Cleaning and Related Items for Harris Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

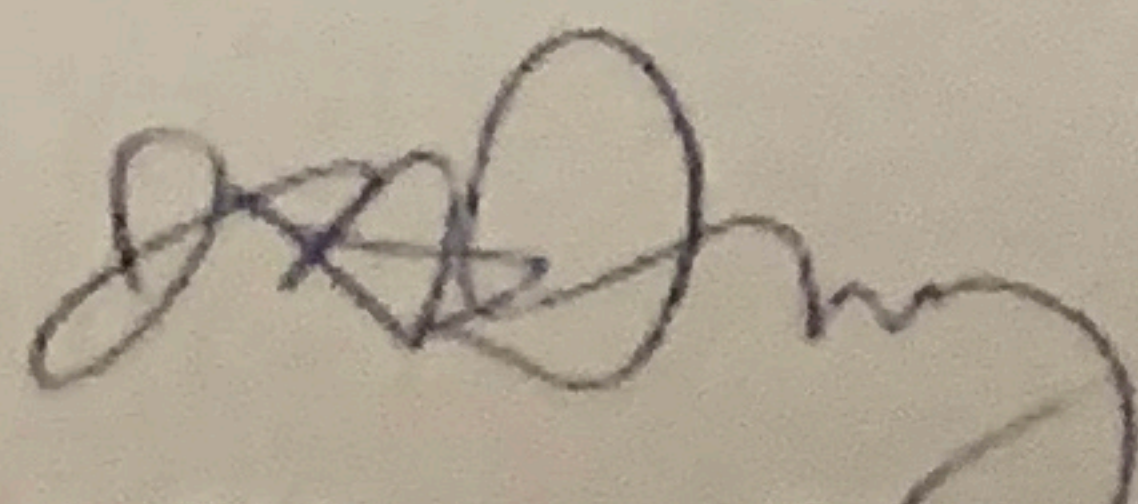
Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **April 18, 2020**. This contract has **one (1)** one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **April 19, 2020**.

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System at <http://www.choicepartners.org/vendor-login.php> by **December 3, 2019 at 2:00 p.m. central time**.

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to cora@choicepartners.org.

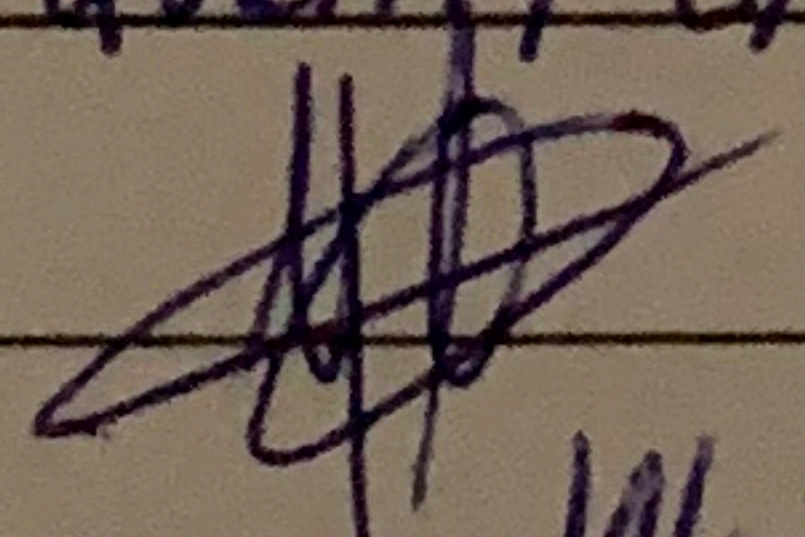
Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	GMW Quality Cleaning Solutions dba Hospitality Cleaning Solutions
Authorized Signature:	
Print Name:	Gregory Wyles
Title:	President
Date:	12/3/2019
Address:	22510 Spence Park Ct
City, State, Zip Code:	Spring, TX 77373
Phone:	832-928-7390
Email Address:	wyles@hospitality-cleaning.com

November 20, 2019

Subject: Contract Renewal for 16/022CG for Carpet Cleaning and Related Items for Harris Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **April 18, 2020**. This contract has **one (1)** one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **April 19, 2020**.

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System at <http://www.choicepartners.org/vendor-login.php> by **December 3, 2019 at 2:00 p.m. central time**.

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to cora@choicepartners.org.

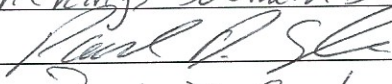
Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	The King's Southern Division, LLC
Authorized Signature:	
Print Name:	Paul D. Cagle
Title:	President
Date:	12/19/19
Address:	1634 W Sam Houston Pkwy N
City, State, Zip Code:	Houston, TX 77043
Phone:	832-468-1110
Email Address:	paul@kingsclean.com



Regular Board Meeting

6.D.3.

Meeting Date: January 15, 2020
Title: Contract renewal for 18/016CG for Construction Photographic Documentation Services and Related Items
Submitted For: Joann Nichols, Choice Partners
Submitted By: Cora Day
Recommended Action: Approve
HCDE Goal(s): 4. Provide cost savings by leveraging tax dollars
Additional Resource Personnel: Joann Nichols, Jeff Drury, Richard Vela, Yaritza Roman, Bill Monroe and Dr. Jesus Amezcua
Facilities/Technology Approval Needed?: None

Information

Posted Agenda Item:

Contract renewal option for job no. 18/016CG for Construction Photographic Documentation Services and Related Items with the following vendor: Multivista Systems, LLC dba Multivista (#18/016CG-01) for the period 04/18/2020 through 04/17/2021.

Subject:

Choice Partners; Contract Renewal; Construction Photographic Documentation Services and Related Items; Revenue Generating

Rationale:

The process enacted was a Request for Proposal (RFP). Fifty-four (54) invitations were extended for proposals. One (1) response was received and awarded. HCDE/Choice Partners contract no. 18/016CG was awarded for one (1) year from 4/18/2018 to 04/17/2019. The contract has the option for four (4) annual renewals.

HCDE/Choice Partners recommends exercising the second (2nd) option for renewal period 04/18/2020 to 04/17/2021 for the vendor listed above in Posted Agenda Item. Anticipated revenue from contract no. 18/016CG will be an administrative fee of two percent (2%). This contract is governed by Texas Education Code 44.031.

Fiscal Impact

Included in FY budget Y/N: Y
Included in current budget amendment Y/N: N

Attachments

Multivista

Form Review

Inbox	Reviewed By	Date
Choice Partners	Jeff Drury	12/13/2019 04:02 PM
Purchasing Alternate	Yaritza Roman	12/16/2019 02:02 PM
Purchasing	Bill Monroe	12/16/2019 02:35 PM
Assistant Superintendent - Business	Jesus Amezcua	01/05/2020 09:17 PM

November 20, 2019

Subject: Contract Renewal for # 18 / 016CG and Construction Photographic Documentation Services and Related Items for Harris Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **April 17, 2020**. This contract has **three (3)** one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **April 18, 2020**.

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System <http://www.choicepartners.org/vendor-login.php> **December 3, 2019 at 2:00 p.m. central time.**

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to cora@choicepartners.org.

Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Multivista Systems, LLC
Authorized Signature:	<i>Patrick Hogan</i>
Print Name:	Patrick Hogan
Title:	Director, Sales Operations
Date:	December 2, 2019
Address:	5345 Spring Valley Road
City, State, Zip Code:	Dallas, TX 75254
Phone:	(888) 811-8477
Email Address:	p.hogan@multivista.com with copy to d.greer@multivista.com



Regular Board Meeting

6.D.4.

Meeting Date: January 15, 2020
Title: Contract Renewal for 19/028KC for Medicaid Claiming & Billing Services
Submitted For: Joann Nichols, Choice Partners
Submitted By: Cora Day
Recommended Action: Approve
HCDE Goal(s): 4. Provide cost savings by leveraging tax dollars

Additional Resource Personnel: Joann Nichols, Jeff Drury, Richard Vela, Yaritza Roman, Bill Monroe and Dr. Jesus Amezcua
Facilities/Technology Approval Needed?: None

Information

Posted Agenda Item:

Contract renewal option for job no. 19/028KC for Medicaid Claiming & Billing Services with the following vendors: Houston Independent School District (HISD) (#19/028KC-01); MSB Consulting Group, LLC (#19/028KC-02), and Sivic Solutions Group, LLC (#19/028KC-03) for the period 04/17/2020 through 04/16/2021.

Subject:

Choice Partners Cooperative; Contract Renewal; Medicaid Claiming & Billing Services; Revenue Generating

Rationale:

The process enacted was a Request for Proposal (RFP). Six hundred-fourteen (614) invitations were extended for proposals. Four (4) responses were received of which one (1) was non-awarded, and three (3) were awarded. HCDE/Choice Partners contract no. 19/028KC was awarded for one (1) year from 04/17/2019 to 04/16/2020. The contract has the option for up to three (3) annual renewals.

HCDE/Choice Partners recommends exercising the first (1st) option for renewal period 04/17/2020 to 04/16/2021 to the vendors listed above in Posted Agenda Item. Anticipated revenue from contract no. 19/028KC will be an administrative fee of five percent (5%). This contract is governed by Texas Education Code 44.031.

Fiscal Impact

Included in FY budget Y/N: Y
Included in current budget amendment Y/N: N

Attachments

Houston ISD
MSB Consulting
Sivic Solutions Group

Form Review

Inbox	Reviewed By	Date
Choice Partners	Jeff Drury	12/13/2019 04:06 PM



November 20, 2019

Subject: Contract Renewal for #19/028KC for Medicaid Claiming & Billing Services Including SHARS, MAC & Non-IEP Medicaid Programs for Harris Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **April 16, 2020**. This contract has **three (3)** one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **April 17, 2020**.

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System <http://www.choicepartners.org/vendor-login.php> **December 3, 2019 at 2:00 p.m. central time.**

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to cora@choicepartners.org.

Sincerely,


 Jeff Drury, Director
 Choice Partners
 A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
 Assistant Superintendent for Business Services
 Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Houston ISD - MFCS
Authorized Signature:	Michael Gonzalez
Print Name:	MICHAEL GONZALEZ
Title:	General Manager
Date:	Dec. 13, 2019
Address:	5827 Chimney Rock 77081
City, State, Zip Code:	Houston TX. 77081
Phone:	713 518 556-9125
Email Address:	gholmes4@houstonisd.org MGONZALEZ@houstonisd.org



November 20, 2019

Subject: Contract Renewal for # 19 / 028KC for Medicaid Claiming & Billing Services Including SHARS, MAC & Non-IEP Medicaid Programs for Harris Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **April 16, 2020**. This contract has **three (3)** one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **April 17, 2020**.

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System <http://www.choicepartners.org/vendor-login.php> **December 3, 2019 at 2:00 p.m. central time.**

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to cora@choicepartners.org.

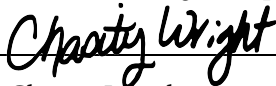
Sincerely,



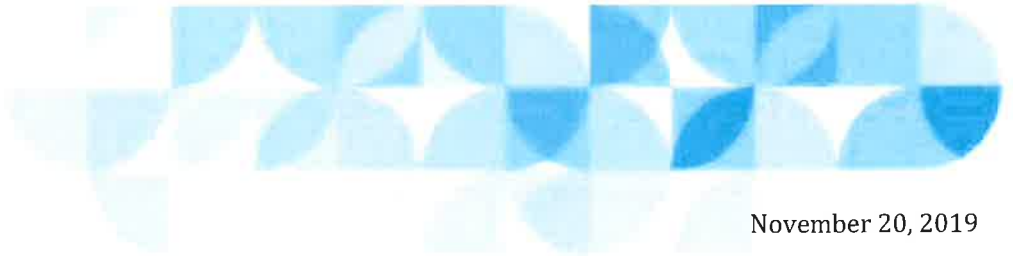
Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	MSB Consulting Group LLC
Authorized Signature:	
Print Name:	Chasity Wright
Title:	CEO
Date:	December 2, 2019
Address:	12885 Research Blvd, Suite 204
City, State, Zip Code:	Austin, Texas 78750
Phone:	518-210-8279
Email Address:	cwright@msbconnect.com





November 20, 2019

Subject: Contract Renewal for #19/028KC for Medicaid Claiming & Billing Services Including SHARS, MAC & Non-IEP Medicaid Programs for Harris Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **April 16, 2020**. This contract has **three (3)** one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **April 17, 2020**.

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System <http://www.choicepartners.org/vendor-login.php> **December 3, 2019 at 2:00 p.m. central time.**

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to cora@choicepartners.org.

Sincerely,



Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Sivic Solutions Group, LLC
Authorized Signature:	
Print Name:	Eric D. Seguin
Title:	Senior Vice President, Solix, Inc.
Date:	12/3/2019
Address:	30 Lanidex Plaza West.
City, State, Zip Code:	Parsippany, NJ 07054
Phone:	973-581-6700
Email Address:	Eric.Seguina@solixinc.com



Regular Board Meeting

6.D.5.

Meeting Date: January 15, 2020
Title: Contract Award for 20/014MR for Motor & Aviation Fuels, Alternative Fuels, Lubricants & Related Items
Submitted For: Joann Nichols, Choice Partners
Submitted By: Cora Day
Recommended Action: Approve
HCDE Goal(s): 4. Provide cost savings by leveraging tax dollars
Additional Resource Personnel: Joann Nichols, Jeff Drury, Richard Vela, Yaritza Roman, Bill Monroe and Dr. Jesus Amezcua
Facilities/Technology Approval Needed?: None

Information

Posted Agenda Item:

Contract award for job no. 20/014MR for Motor & Aviation Fuel, Alternative Fuels, Lubricants & Related Items with the following vendors: R&C Distributors, LLC dba Blender Direct (#20/014MR-01); Liberty Equipment Sales, Inc. (#20/014MR-02); Petroleum Traders Corporation (#20/014MR-03), and Jaguar Fueling Services, LLC for the period 01/15/2020 through 01/14/2021.

Subject:

Choice Partners; Contract Award; Motor & Aviation Fuel, Alternative Fuels; Lubricants & Related Items; Revenue Generating

Rationale:

The process enacted was Request for Proposal (RFP) to acquire proposals from vendors to provide Motor & Aviation Fuel, Alternative Fuels, Lubricants & Related Items to HCDE/Choice Partners members.

One hundred seventy-one (171) invitations were extended for proposals. Seven (7) responses were received from vendors. Each response was reviewed for compliance with the requirements of RFP no. 20/014MR. All responses that met the criteria and requirements of the RFP were evaluated and scored. Three (3) vendors were non-awarded, and four (4) vendors offering best value to HCDE/Choice Partners and its members were selected for award.

HCDE/Choice Partners recommends award of a one (1) year contract from 01/15/2020 to 01/14/2021 to the vendors stated above in Posted Agenda Item. Contract no. 20/014MR has the option for up to three (3) annual renewals. Anticipated revenue from contract no. 20/014MR will be an administrative fee of \$0.01 per gallon for all fuels and two-percent (2%) for lubricants and related items under this contract. This contract is governed by Texas Education Code 44.031.

Fiscal Impact

Included in FY budget Y/N: Y
Included in current budget amendment Y/N: N

Attachments

Recommendation
Evaluation Summary
Participation List

Justification:

(Any information that pertains to this job (bid or RFP))

20/014MR Motor & Aviation Fuel, Lubricants & Related Items

Choice Partners members will utilize this contract for Motor & Aviation Fuel, Lubricants & Related Items

This contract will provide a discounted price, superior quality, and comply with state purchasing requirements as stated in TEC §44.031.

This job was competitively bid and advertised. The result of the bid generated the following responses:

Invitations were sent to	<u>171</u>	vendors
HCDE received	<u>7</u>	responses (see attached evaluation summary).

Recommendation:

HCDE is recommending with Choice Partners Cooperative for Blender Direct; Jaguar Fueling Services; Liberty Equipment Sales, Inc; and Petroleum Traders Corporation.



**Harris County Department of Education
Choice Partners
Instructions to Recommendation Committee**

[This form is used to document due diligence by Recommendation Committee]

To: Recommendation Committee
From Choice Partners - Contract Manager: Michael Robles
Job (Bid or RFP) # and Name: 20/014MR
Motor & Aviation Fuel, Lubricants & Related Items
Board Meeting Date: 1/15/2020
Today's Date: 12/10/2019

Attached are the following materials for your review and possible recommendation to the Superintendent and the Board of Trustees:

Buyer Certification
Bid Tabulation
Copy of the Job (Bid or RFP) responses
Set of Specs will be available for your review

Your responsibility for review of this job (bid or RFP) is to make sure that HCDE receives the best value for the goods and services sought. Please review the attached job (bid or RFP) and certify that all of the procurement requirements have been met in accordance with local Board Policies and legal (federal and state) policies and administrative guidelines set by the Business Office and the Purchasing Division.

Please remember to adhere to section 44.032 of the Texas Education Code, "Enforcement of Purchase Procedures: Criminal Penalties; Removal; Ineligibility" which deal with the penalties related to component, separate, and sequential purchases. In addition, Board policy CH Local and Legal are required to be met as part of your contractual obligation with HCDE.

It should be noted that if a required document is not provided by the bidder, the Purchasing Division will not be able to make a recommendation and or issue a purchase order.

Please review the responses to the job (bid or RFP) and submit the following forms by the required deadline for the next available Board Meeting:

Signed Certification and Recommendation Form

If any technicalities or changes need to be made, these must be addressed in the recommendation and presented as such to the Superintendent and the Board of Trustees.

Agenda Item (Prepared by Buyer handling the job/bid or RFP)

Once, a recommendation is approved by the Board, the Purchasing Division will issue an award letter and request that any pending bonds or contracts be submitted within 5 days to the District.



Harris County Department of Education
Choice Partners
Effectiveness and Compliance Review Form

[This form is used to document due diligence by Recommendation Committee]

To: Purchasing Audit File and Jesus J. Amezcua, CPA,
Assistant Supt. for Business
From Contract Manager: Michael Robles
Purchasing Dept: Kendra Jackson, Assistant Director
Job- Bid or RFP# and Name: 20/014MR
Motor & Aviation Fuel, Lubricants & Related Items
Board Meeting Date: 1/15/2020
Date: 12/10/2019

Procurement Requirements Available:

Check One

_____	Under \$2,500 (Requires Division Director and Asst Supt. Approval)
_____	From \$2,500 to \$50,000 (Requires Buyer, Purchasing Director/CFO Approval)
_____	Over \$50,000 (per CH Local)
_____ X	Cooperative Programs (Requires Board Approval)

I certify that I have reviewed the attached job (bid or RFP) and certify that all of my actions as a Recommendations Committee Member are within the procurement requirements in accordance with Local Board Policies (CH Local/Legal) and Legal (Federal and State) policies and administrative guidelines set by the Business Office and the Purchasing Division.

I certify that I have adhered to the Purchasing Policies of HCDE concerning the review of this job (bid or RFP) to include policies on conflict of interest.

I certify that I am aware of all purchasing policies (CH Local and CH Legal) and administrative procedures of HCDE.

I certify that I am aware of the penalties of not following the purchasing policies and procedures and in specific with section 44.032 of the Texas Education Code which deals with the penalties related to sequential or component purchases. I further certify that I recommend the issuance of a purchase order after Board approval and execution of a contract.

(Note: This form is required of all jobs (bids and RFPs) prepared by all buyers and Director)

Evaluation Criteria -20/014MR Motor & Aviation Fuel, Alternative Fuels, Lubricants & Related Items	Total Weighted Value	Petroleum Traders Corporation	Liberty Equipment Sales, Inc.	BLENDER DIRECT (R&C DISTRIBUTORS,LLC)	Sun Coast Resources, Inc.	Jaguar Fueling Services	ATLANTIC PETROLEUM (ATLANTIC PETROLEUM)	Sundance Fuels, Ltd.
Averages								
(1) Price Overall Cost of Program Pricing as determined by the proposal submitted Pricing may also be based upon usage and coverage	40	36	33.67	38.67	33.33	30.67	33.67	28
(2) Vendor's experience and reputation References for local governmental entities and with a purchasing cooperative program Local government agencies within the past 5 years Other projects completed within the past 10 years	20	10	11.67	11.67	10	14.33	5.00	6.67
(3) Quality of Vendor's products/services and extent to which the products/services meet HCDE and HCDE members' needs: Project Management Infrastructure Solutions Quality of Vendor's Products/Service Demonstrated Ability to Perform	25	21	18.00	14.33	14	16.67	11.33	13.33
(4) Impact on the ability of HCDE members to comply with laws and rules relating to HUB/MWBE/SBE/PDBE/DBE	0	0	0	0	0	0	0	0
(5) Whether Vendor's financial capability is appropriate to the size and scope of the project and the total long-term cost to HCDE and HCDE members to acquire the products/service	5	5	4.00	4	4.33	4.33	3.67	4.33
(6) For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the Vendor or the Vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state	0	0	0	0	0	0.00	0	0
(7) Vendor's past relationship with HCDE/CP	5	4	0	4.33	2	3.33	1.67	2.33
(8) Marketing Plan	5	2.67	3.33	2.67	1	1.00	4.33	1.67
Total	100	78.67	70.67	75.67	64.67	70.33	59.67	56.33
Evaluation committee for this RFP: Kristi Nichols Monique Joseph Stephen Kendrick	Invitations sent to 171 prospective bidders Contracts are in accordance with TEC 44.031 It is recommended that the following awards of annual contracts: Contract Vendor 20/014MR -01 Blender Direct 20/014MR -02 Liberty Equipment Sales, Inc 20/014MR -03 Petroleum Traders Corporation 20/014MR -04 Jaguar Fueling Services							
Non-Responsive	3							
Non-Awarded	4							
Award Threshold of 70	7							
Total Responses								

Harris County Department of Education

Participation Detail as of 12/13/2019 02:10:35 PM (CT)

Bid Information

Bid Creator	Mr. Michael Robles Procurement Coordinator
Email	mrobles@hcde-texas.org
Phone	(713) 696-2112
Fax	
Bid Number	20/014MR Addendum 1
Title	Motor & Aviation Fuel, Alternative Fuels, Lubricants & Related Items
Bid Type	Request for Proposal
Issue Date	10/18/2019 05:01 PM (CT)
Close Date	11/20/2019 02:00:00 PM (CT)

Participation Summary

Company Name	City, State	Invitation Date	Status	Status Date	Response Date
1-800 Radiator & AC (Fritzer Interests Inc.)	Houston, TX	10/18/2019			
365 Paving & Construction LLC	Mission, TX	10/18/2019			
3T Federal Solutions, LLC	Austin, TX	10/18/2019			
A. Bargas & Associates, LLC	San Antonio, TX		Unsubmitted	11/07/2019	
AAA Painting	Houston, TX	10/18/2019			
advanced fleet maintenance	Cleveland, TX	10/18/2019			
AdvanceTec Industries Inc	Miami, FL	10/18/2019			
Alabama	Montgomery, AL	10/18/2019			
All Tire Supply Company	Houston, TX	10/18/2019			
Allen & Kerber Auto Supply	La Porte, TX	10/18/2019			
Alspaugh's Ace Hardware in The Woodlands, LLC	The Woodlands, TX	10/18/2019			
American Equipment & Trailer, Inc	Lubbock, TX	10/18/2019			
American Lube Center - 2510 LLC	Bryan, TX	10/18/2019			
American Medical Institute Inc (N/A)	Houston, TX	10/18/2019			
Anderson Hydra Platforms, Inc.	York, SC	10/18/2019			
Aretex	Porter, TX	10/18/2019			
Arrow Magnolia International Inc.	Dallas, TX	10/18/2019			
ATLANTIC PETROLEUM (ATLANTIC PETROLEUM & MINERAL RESOURCES, INC)	HOUSTON, TX	10/18/2019	Submitted	11/10/2019	11/10/2019
AZUGA, INC.	FREMONT,, CA	10/18/2019			
Batteries Plus Bulb #949 - Conroe (Fordfam Enterprises, LLC)	Conroe, TX		Viewed	11/13/2019	
Battery Systems, Inc	Garden Grove, CA	10/18/2019			
Baygas Propane (Wells Propane, Inc.)	Angleton, TX	10/18/2019			
bayway chevrolet	pearland, TX	10/18/2019			
BLENDER DIRECT (R&C DISTRIBUTORS,LLC)	Houston, TX	10/18/2019	Submitted	11/15/2019	11/15/2019
Bruckner Truck Sales, Inc.	Dallas, TX	10/18/2019			
California	West Sacramento, CA	10/18/2019			
Capital Fire Protection	Houston, TX		Viewed	11/12/2019	
Carr's Tire & Automotive	Baytown, TX	10/18/2019			
CCP INDUSTRIES (The Tranzonic Companies)	Richmond Heights, OH	10/18/2019			
CHAMPION AWARDS	Weslaco, TX		No Bid	11/19/2019	11/19/2019
CHAR SISTERS PETROLEUM,LLC (FOUR SISTERS PETROLEUM,LLC)	AUSTIN, TX	10/18/2019			
Chemoil Corporation	Stamford, CT	10/18/2019			
Child Care Associates	FORT WORTH, TX	10/18/2019			
Citelum US, Inc.	Houston, TX		Viewed	11/19/2019	
Classic Sports, LLC	Spring, TX		No Bid	11/06/2019	11/06/2019
Clean Ayr (Ayr Data, Inc.)	Desoto, TX	10/18/2019			
Connecticut	Hartford, CT	10/18/2019			
Construction Journal	Stuart, FL	10/18/2019			
CPI Fluids	Pearland, TX	10/18/2019			
Creative Bus Sales	Irving, TX	10/18/2019			
CypherWorx, Inc.	Rochester, NY	10/18/2019			

D & D Supply (Lube Lizard, LLC DBA D&D Supply)	San Antonio, TX	10/18/2019			
D&M Leasing (Commercial Vehicle Leasing, LP) Delaware	Fort Worth, TX Dover, DE	10/18/2019 10/18/2019			
Delegard Tool of Texas	Houston, TX	10/18/2019			
Diplomat Petroleum, LLC	Sugar Land, TX	10/18/2019			
DNB Enterprises, Inc.	Magnolia, TX	10/18/2019			
Don Hart's Radiator Service Center, Inc.	Waller, TX	10/18/2019			
Eillac Supply CO (Ricky Small)	Houston, TX	10/18/2019			
EJ Ward Inc	San Antonio, TX	10/18/2019			
Encore Industrial Products, LLC	Houston, TX	10/18/2019			
Energy Saving Advisor Distributors	Dallas, TX	10/18/2019			
Enterprise Fleet Management	Austin, TX	10/18/2019			
EV TECH Inc.	Addison, TX	10/18/2019			
Express Fleet Service	Houston, TX	10/18/2019			
Fastenal Company	Winona, MN	10/18/2019			
Fleet Analytics, LLC	Suwanee, GA	10/18/2019			
Fleet IQ (MVC Technology, LLC)	HOUSTON, TX	10/18/2019			
Florida	Tallahassee, FL	10/18/2019			
Fors Lux Group (Fors Lux Group Corporation)	Houston, TX	10/18/2019			
Fuel Logic LLC	Dallas, TX	10/18/2019			
FUEL STREAMERS INC	Houston, TX	10/18/2019			
Fullidity LLC	Houston, TX	10/18/2019	Viewed	11/11/2019	
Genuine Parts Co. dba NAPA Auto Parts	Houston, TX	10/18/2019			
Globe Electric Supply (Globe Electric Supply, Inc.)	Houston, TX	10/18/2019			
Gold Star Petroleum, Inc	Spring, TX	10/18/2019			
GSI Highway	Dallas, TX	10/18/2019			
Gulf Coast Nut & Bolt LLC	Corpus Christi, TX	10/18/2019			
Henrich Equipment Co., Inc.	West Babylon, NY	10/18/2019			
Horns Crew Trucking (Alvin Horn)	Longview, TX	10/18/2019			
Houston Bus Services (Houston Bus Service)	Houston, TX	10/18/2019	No Bid	11/12/2019	11/12/2019
Illinois	Chicago, IL	10/18/2019			
Impac Fleet (Fleetcard, Inc)	THE WOODLANDS, TX	10/18/2019			
Indiana	Indianapolis, IN	10/18/2019			
Indigo Energy	Gainesville, GA	10/18/2019			
Iowa State	Des Moines, IA	10/18/2019			
J.S. West Propane (J.S. West and Companies)	Modesto, CA	10/18/2019			
Jaguar Fueling Services	Humble, TX	10/18/2019	Submitted	11/20/2019	11/20/2019
Janecek Performance & Equipment	Wylie, TX	10/18/2019			
JASPER ENGINES AND TRANSMISSIONS	JASPER, IN	10/18/2019			
JESCO Environmental & Geotechnical Services	Jennings, LA	10/18/2019			
Kacal's Auto & Truck Service (kacal's oil & gas)	Houston, TX	10/18/2019			
KANKO (Floyd's Chores & Odd Jobs)	Dallas, TX	10/18/2019			
Kansas	Topeka, KS	10/18/2019			
KMD Hospitality (KMD Hospitality LLC)	Humble, TX	10/18/2019			
Kwik Kar Lube N Tune (Doomsie Inc)	Irving, TX	10/18/2019			
Lawson Products, Inc.	Des Plaines, IL	10/18/2019			
LEGR Wheels Tires and More LLC	mission, TX	10/18/2019			
Liberty Equipment Sales, Inc.	Houston, TX	10/18/2019	Submitted	11/20/2019	11/20/2019
LilyPadEV	Lenexa, KS	10/18/2019			
Local Care EMS Inc. (Local Care EMS)	Houston, TX	10/18/2019			
Logistical Concepts LLC	Humble, TX	10/18/2019			
Lonestar Petroleum, LP	Houston, TX	10/18/2019			
Lykins Energy Solutions (Lykins Oil Company)	Milford, OH	10/18/2019			
Mac Haik Ford Pasadena	Pasadena, TX	10/18/2019			
Mansfield Oil Company of Gainesville, Inc.	Gainesville, GA	10/18/2019	Viewed	11/11/2019	
Martin eagle Oil Company, Inc.	Denton, TX	10/18/2019			
Massachusetts	Boston, MA	10/18/2019			
McKenna Contracting, Inc	Spring, TX	10/18/2019	No Bid	11/06/2019	11/06/2019
Mercy Air, LLC	Montgomery, TX	10/18/2019			
Mid South Lubrication Systems (Mid South Engine and Machine)	White Oak, TX	10/18/2019			
Midtex Oil LP	New Braunfels, TX	10/18/2019			
Midtex Oil, L.P.	New Braunfels, TX	10/18/2019	Unsubmitted	10/29/2019	
Minnesota	St. Paul, MN	10/18/2019			
Mississippi	Jackson, MS	10/18/2019			

Missouri	Jefferson City, MO	10/18/2019			
MOMAR, INC	Atlanta, GA	10/18/2019			
Motor Coach Industries, Inc.	Schaumburg, IL	10/18/2019			
MTF Equipment Sales	Houston, TX	10/18/2019			
Myers Tire Supply Distribution, Inc.	Akron, OH	10/18/2019	No Bid	11/06/2019	11/06/2019
NAPA Auto & Truck Parts (Southeast Texas Automotive Supply Inc.)	Kingwood, TX	10/18/2019			
Napa Auto Parts (Parts is Parts, Inx.)	Clovis, NM	10/18/2019			
National Guaranteed Vinyl, Inc.	Huntsville, TX	10/18/2019			
NESCO, LLC	BLUFFTON, IN	10/18/2019			
New York	New York, NY	10/18/2019			
North Carolina	Raleigh, NC	10/18/2019			
Northstar Equipment Solutions (Alltex Capital Equipment Leasing Corp.)	Grapevine, TX	10/18/2019			
OCTCET Inc	HOUSTON, TX	10/18/2019			
Ohio State	Columbus, OH	10/18/2019			
Oregon	Salem, OR	10/18/2019			
O'Reilly Auto Parts (O'Reilly Auto Enterprises LLC)	Springfield, MO	10/18/2019	Viewed	11/12/2019	
Park Avenue Solutions	Cedar Hill, TX	10/18/2019			
Pennsylvania	Harrisburg, PA	10/18/2019			
Performance Truck INC. (Cleveland Mack sales)	Houston, TX	10/18/2019			
Petroleum Solutions Inc	San Antonio, TX	10/18/2019			
Petroleum Traders Corporation	Fort Wayne, IN	10/18/2019	Submitted	11/19/2019	11/19/2019
Petroleum Wholesale LP	The Woodlands, TX	10/18/2019			
Pinnacle Petroleum, Inc.	Huntington Beach, CA	10/18/2019			
Pricelock, Inc	Redwood City, CA	10/18/2019			
Prime Vendor Inc.	Wilmington, NC		Viewed	11/13/2019	
Pronto Shipping and Packaging Services Inc.	Houston, TX	10/18/2019			
Propane Specialty Services LLC	Leesville, TX	10/18/2019			
Pumpelly Oil Company,LLC	Sulphur, LA	10/18/2019			
R&H Supply Inc (MEP R&H Inc)	Broussard, LA	10/18/2019			
Ram Tool & Supply Co., Inc. (Ram Tool Construction Supply Co.)	Birmingham, AL		Viewed	11/12/2019	
Reladye (A.J.HurtJ.,Inc.d/b/a The Hurt Company,Inc.)	Houston, TX	10/18/2019			
RFx Analyst, Inc.	Dover, DE	10/18/2019	Viewed	11/17/2019	
Rhode Island	Providence, RI	10/18/2019			
Rising Star Academy	Houston, TX	10/18/2019			
Royal Media Network Inc.	WINDSOR MILL, MD		Viewed	11/12/2019	
RPC, LLC	Baytown, TX		Viewed	11/12/2019	
Safety Vision LLC	Houston, TX	10/18/2019			
Safety-Kleen Systems, Inc.	Richardson, TX		Viewed	11/12/2019	
Sam's Limousine and Transportation (Grand Transportation)	Houston, TX		No Bid	10/29/2019	10/29/2019
Sams Pack's five star ford	farmers branch, TX	10/18/2019			
SC Fuels (Southern Counties Oil Co.)	Orange, CA	10/18/2019			
Schaeffer Manufacturing Company	St. Louis, MO	10/18/2019			
Semper Fi Logistics LLC (Elisa Mora)	Edinburg, TX	10/18/2019			
SERVPRO of Metro-Pittsburgh (MKS Services, Inc.)	North Versailles, PA	10/18/2019			
Solutions Stores	Pasadena, TX		No Bid	11/14/2019	11/14/2019
South Carolina	Columbia, SC	10/18/2019			
SOUTH TEXAS PUMP INC	WESLACO, TX	10/18/2019			
South Texas Shop Services	Friendswood, TX	10/18/2019			
SPZ GLOBAL ENERGY LLC	north bergen, NJ	10/18/2019			
SSCI Environmental (Separation Systems Consultants, Inc.)	Houston, TX	10/18/2019			
STARS- Transportation Management	Canyon Lake, TX	10/18/2019			
Straight Defined	Copperas Cove, TX	10/18/2019			
Sun Coast Resources, Inc.	Houston, TX	10/18/2019	Submitted	11/20/2019	11/20/2019
Sundance Fuels, Ltd.	Spring, TX	10/18/2019	Submitted	11/10/2019	11/10/2019
Supreme Crane and Rigging LLC	Porter, TX	10/18/2019			
T.U.C Trucking (The Unbeatable Connection)	Stafford, TX	10/18/2019			
Techno Mechanical Solutions, LLC	Austin, TX	10/18/2019			
Texas	Austin, TX	10/18/2019			
Texas Association of African American Chambers of Commerce (TAAACC)	Austin, TX	10/18/2019			

Texas Custom Trailers, LP	DECATUR, TX	10/18/2019		
Texas Motor and Control	Waller, TX	10/18/2019		
Texas Pride Marketing	Willis, TX	10/18/2019		
The Fuel Masters	Katy, TX	10/18/2019		
The Green Alliance	Katy, TX	10/18/2019		
THOMAS BUS GULF COAST GP, INC (SELECTTRANSPORTATION RESORCES INC)	HOUSTON, TX	10/18/2019		
Trak Engineering, Inc.	Tallahassee, FL	10/18/2019		
Transcare llc	Houston, TX	10/18/2019		
Tri Ctiy Charter, Inc	Longview, TX	10/18/2019		
TRS Equipment, LLC	San Antonio, TX	10/18/2019		
TRUE MPS (TRUE MPS, LLC)	Cypress, TX	10/18/2019		
Truman Arnold Companies DBA TACENERGY	Dallas, TX	10/18/2019		
Utility Fleet Sales, Ltd	Fort Worth, TX	10/18/2019		
VIOLIN HOUSE (VIOLIN HOUSE LLC)	CARROLLTON, TX		Viewed	11/14/2019
Virginia	Richmond, VA	10/18/2019		
Washington	Olympia, WA	10/18/2019		
Waste Systems Equipment Inc	Houston, TX	10/18/2019		
West Virginia	Charleston, WV	10/18/2019		
White Tucker Company	Houston, TX	10/18/2019	Viewed	11/11/2019
Winzer Corporation (Cody Furlong)	Plano, TX	10/18/2019		
Wisconsin	Madison, WI	10/18/2019		
Wood Alternator and Starter Service (Homer J. Wood)	Houston, TX	10/18/2019		
WORLD FUEL SERVICES INC	OVERLAND PARK, KS	10/18/2019		
Youthlight, Inc.	Chapin, SC		No Bid	11/04/2019 11/04/2019
Zum Services Inc	Redwood City, CA	10/18/2019		

External Invitations

Invite Email	Auto Approve	Invitation Date	Status	Status Date
kenny@apacheoilcompany.com	No	10/24/2019	Invitation Sent	10/24/2019

Participant Detail

1-800 Radiator & AC (Fritzer Interests Inc.)

Address 3620 Willowbend Blvd
Houston, TX 77054 Participation Type: Active Supplier

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) barryf@1800radiator.com

365 Paving & Construction LLC

Address 1618 E. Griffin Parkway
Mission, TX 78572 Participation Type: Active Supplier

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) 365paving@gmail.com

3T Federal Solutions, LLC

Address 6013 Techni Center Drive
Austin, TX 78721 Participation Type: Active Supplier

Classifications MBE,SBE (Primary),HUB

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) sandeep.yadav@3tfederal.com

A. Bargas & Associates, LLC

Address P.O. Box 792056 Participation Type: Active Supplier
San Antonio, TX 78279

Classifications MBE,TAS,TIP,TXM,SBE
(Primary),HUB,WBE

Response Status Unsubmitted
Status Date 11/07/2019

AAA Painting

Address 6005 Westview Rd. Participation Type: Active Supplier
Houston, TX 77055

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s)

advanced fleet maintenance

Address po box 2004 Participation Type: Active Supplier
Cleveland, TX 77328

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) richard@afmdpfcleaning.com

AdvanceTec Industries Inc

Address 1150 NW 163 Drive Participation Type: Active Supplier
Miami, FL 33169

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) acortes@advancetec.com

Alabama

Address P.O. Box 5690 Participation Type: Active Supplier
Montgomery, AL 36103

Invitation Date 10/18/2019
Invitation Type Manual
Invitation Email(s)

All Tire Supply Company

Address 6600 Long Point Rd Participation Type: Active Supplier
Houston, TX 77318

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) ats.aanthony@gmail.com ap@alltiresupply.com jimmy.hill@alltiresupply.com

Allen & Kerber Auto Supply

Address 518 W. Main Participation Type: Active Supplier
La Porte, TX 77571

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) gwalding@sbcglobal.net

Alspaugh's Ace Hardware in The Woodlands, LLC

Address 10720 Kuykendahl Rd. Participation Type: Active Supplier
The Woodlands, TX 77381

Classifications WBE (Primary)

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) b2b@woodlandsace.net

American Equipment & Trailer, Inc

Address 3707 MLK Jr Blvd
Lubbock, TX 79404 Participation Type: Active Supplier

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) stan@aet.us

American Lube Center - 2510 LLC

Address 3501 S Texas Ste 100
Bryan, TX 77802 Participation Type: Active Supplier

Classifications MBE,SBE (Primary),HUB,WBE

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) debbie@americanlubecenters.com

American Medical Institute Inc (N/A)

Address 6902 Cook Road
Houston, TX 77072 Participation Type: Active Supplier

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) lfye@msn.com

Anderson Hydra Platforms, Inc.

Address 7703 Park Place Rd
York, SC 29745 Participation Type: Active Supplier

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) cyndi@inspectabridge.com

Aretex

Address 22341 East Hammond Drive
Porter, TX 77365 Participation Type: Active Supplier

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) aretexsales@Hotmail.com

Arrow Magnolia International Inc.

Address P.O. Box 59089
Dallas, TX 75229 Participation Type: Active Supplier

Classifications MBE,WBE (Primary)

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) cshaw@arrowmagnolia.com

ATLANTIC PETROLEUM (ATLANTIC PETROLEUM & MINERAL RESOURCES, INC)

Address 1445 NORTH LOOP W
HOUSTON, TX 77008 Participation Type: Active Supplier

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) andah@atlanticpetro.com
Response Date 11/10/2019
Response Status Submitted
Status Date 11/10/2019

AZUGA, INC.

Address 42840 CHRISTY ST STE 205 Participation Type: Active Supplier
FREMONT,, CA 94538

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) rfp@azuga.com

Batteries Plus Bulb #949 - Conroe (Fordfam Enterprises, LLC)

Address 2200 N. Frazier St., Ste 110 Participation Type: Active Supplier
Conroe, TX 77303

Response Status Viewed
Status Date 11/13/2019

Battery Systems, Inc

Address 12322 Monarch Street Participation Type: Active Supplier
Garden Grove, CA 92841

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) bids@batterysystems.net

Baygas Propane (Wells Propane, Inc.)

Address 2694 Calder Drive Participation Type: Active Supplier
Angleton, TX 77515

Classifications SBE (Primary)

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) wells_propane@outlook.com

bayway chevrolet

Address 5719 broadway st Participation Type: Active Supplier
pearland, TX 77584

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) lstahl@baywaychevrolet.com

BLENDER DIRECT (R&C DISTRIBUTORS,LLC)

Address 12238 Kindred Street Participation Type: Active Supplier
Houston, TX 77049

Classifications SBE

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) carey@blenderdirectoil.com
Response Date 11/15/2019
Response Status Submitted
Status Date 11/15/2019

Bruckner Truck Sales, Inc.

Address 3611 Irving Blvd Participation Type: Active Supplier
Dallas, TX 75247

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) tanderson@brucknertruck.com

California

Address 707 3rd Street Participation Type: Active Supplier
West Sacramento, CA 95605

Invitation Date 10/18/2019
Invitation Type Manual
Invitation Email(s)

Capital Fire Protection

Address 3350 Rogerdale Rd., Suite 200 Participation Type: Active Supplier
Houston, TX 77042

Response Status Viewed
Status Date 11/12/2019

Carr's Tire & Automotive

Address 1316 North Main Participation Type: Active Supplier
Baytown, TX 77520-2864

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) laura@carrstires.com

CCP INDUSTRIES (The Tranzonic Companies)

Address 26301 Curtis Wright Parkway #200 Participation Type: Active Supplier
Richmond Heights, OH 44143

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) gguilbeau@ccpind.com

CHAMPION AWARDS

Address 2627 N Texas Blvd Participation Type: Active Supplier
Weslaco, TX 78599

Classifications HUB (Primary)

Response Date 11/19/2019
Response Status No Bid
Status Date 11/19/2019

CHAR SISTERS PETROLEUM,LLC (FOUR SISTERS PETROLEUM,LLC)

Address 2900 N QUINLAN PARK RD, SUITE Participation Type: Active Supplier
B240
AUSTIN, TX 78732

Classifications MBE,SBE (Primary),HUB,WBE

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) RITI@FOURSISTERSPETRO.COM

Chemoil Corporation

Address Three Stamford Plaza Participation Type: Active Supplier
Stamford, CT 06901

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) governmentsales@chemoil.com

Child Care Associates

Address 3000 E BELKNAP ST Participation Type: Active Supplier
FORT WORTH, TX 76111-4142

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) candace.lord@childcareassociates.org patricia.looper@childcareassociates.org

Citelum US, Inc.

Address 3801 Kirby Dr, Suite 400
Houston, TX 77098 Participation Type: Active Supplier

Response Status Viewed
Status Date 11/19/2019

Classic Sports, LLC

Address 1936 Old Holzwarth Road
Spring, TX 77388 Participation Type: Active Supplier

Classifications HUB (Primary),WBE

Response Date 11/06/2019
Response Status No Bid
Status Date 11/06/2019

Clean Ayr (Ayr Data, Inc.)

Address 1632 Mai Avenue
Desoto, TX 75115 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) levin@cleanayr.com

Connecticut

Address 450 Columbus Boulevard, Suite 5
Hartford, CT 06103 Participation Type: Active Supplier

Invitation Date 10/18/2019
Invitation Type Manual
Invitation Email(s)

Construction Journal

Address 400 SW 7th Street
Stuart, FL 34994 Participation Type: Active Supplier

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) bids@constructionjournal.com

CPI Fluids

Address 2425 Roy Road
Pearland, TX 77581 Participation Type: Active Supplier

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) jreith@cpifluids.com

Creative Bus Sales

Address 3880 Valley View Ln
Irving, TX 75062 Participation Type: Active Supplier

Classifications HGA (Primary)

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) RyanF@CreativeBusSales.com stevea@creativebussales.com

CypherWorx, Inc.

Address 130 Andrews St. Participation Type: Active Supplier
Rochester, NY 14604

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) sstookey@cypherworx.com

D & D Supply (Lube Lizard, LLC DBA D&D Supply)

Address 8502 Speedway Drive Participation Type: Active Supplier
San Antonio, TX 78230

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) amanda@ddautoair.com

D&M Leasing (Commercial Vehicle Leasing, LP)

Address 1400 West 7th Street Participation Type: Active Supplier
Fort Worth, TX 76102-2625

Classifications MBE (Primary),HUB

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) ecain@dmautoleasing.com

Delaware

Address 100 Enterprise Place Participation Type: Active Supplier
Dover, DE 19904

Invitation Date 10/18/2019
Invitation Type Manual
Invitation Email(s)

Delegard Tool of Texas

Address 4900 Campbell Rd Participation Type: Active Supplier
Houston, TX 77041

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) pnave@delegardtool.com

Diplomat Petroleum, LLC

Address 3350 Highway Six Participation Type: Active Supplier
Sugar Land, TX 77478-4406

Classifications MBE,SBE,HUB (Primary)

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) aashe@diplomat-petroleum.com

DNB Enterprises, Inc.

Address 20560 FM 1488 Participation Type: Active Supplier
Magnolia, TX 77355

Classifications SBE (Primary)

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) ron.gilbert@dnbent.com

Don Hart's Radiator Service Center, Inc.

Address PO Box 758
Waller, TX 77484 Participation Type: Active Supplier

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) elizabeth@donhart.com

Eillac Supply CO (Ricky Small)

Address P.O.Box 24773
Houston, TX 77229 Participation Type: Active Supplier

Classifications MBE,SBE (Primary),HUB

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) eillacsupply@yahoo.com

EJ Ward Inc

Address 8801 Tradeway
San Antonio, TX 78217 Participation Type: Active Supplier

Classifications TAS (Primary)

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) rketty@ejward.com

Encore Industrial Products, LLC

Address 3502 Bacor Rd.
Houston, TX 77084 Participation Type: Active Supplier

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) kim@encoreindustrial.com

Energy Saving Advisor Distributors

Address P.O.BOX131943
Dallas, TX 75313 Participation Type: Active Supplier

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) Support@TelecomMNC.com

Enterprise Fleet Management

Address 4210 S. Congress Ave.
Austin, TX 78745 Participation Type: Active Supplier

Classifications TIP (Primary)

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) kirby.watson@efleets.com

EV TECH Inc.

Address 4310 Wiley Post Rd.
Addison, TX 75001 Participation Type: Active Supplier

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) dcanfield@evtech.us

Express Fleet Service

Address PO Box 38492
Houston, TX 77238 Participation Type: Active Supplier

Classifications SBE (Primary),WBE

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) kzsimmmons@att.net

Fastenal Company

Address 2001 Theurer Blvd
Winona, MN 55987 Participation Type: Active Supplier

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) afolkers@fastenal.com

Fleet Analytics, LLC

Address 7630 Stratton Pt
Suwanee, GA 30024 Participation Type: Active Supplier

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) gary@fleetanalytics.net

Fleet IQ (MVC Technology, LLC)

Address 11111 Katy Freeway
HOUSTON, TX 77079 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) zachary@fleetiq.com

Florida

Address 4050 Esplanade Way
Tallahassee, FL 32399 Participation Type: Active Supplier

Invitation Date 10/18/2019
Invitation Type Manual
Invitation Email(s)

Fors Lux Group (Fors Lux Group Corporation)

Address 2425 W. Loop South
Houston, TX 77027 Participation Type: Active Supplier

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) c.ashmeade@forsluxgroup.com

Fuel Logic LLC

Address 1349 Empire Central, Suite 600
Dallas, TX 75033 Participation Type: Active Supplier

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) hmendez@fuellogic.net

FUEL STREAMERS INC

Address 21131 West Hardy
Houston, TX 77073 Participation Type: Active Supplier

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) gib@advancedfuelingservices.com

Fullidity LLC

Address 2502 LaBranch St
Houston, TX 77004 Participation Type: Active Supplier

Classifications MBE (Primary),SBE,HUB

Response Status Viewed
Status Date 11/11/2019

Genuine Parts Co. dba NAPA Auto Parts

Address 15935 Sellers Rd
Houston, TX 77060 Participation Type: Active Supplier

Classifications TAS (Primary)

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) david_dale@genpt.com

Globe Electric Supply (Globe Electric Supply, Inc.)

Address 10902 Roark Rd
Houston, TX 77099 Participation Type: Active Supplier

Classifications MBE,TPA,TXM,WBE (Primary)

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) stever@globeelectric.com

Gold Star Petroleum, Inc

Address PO Box 11151
Spring, TX 77391-1151 Participation Type: Active Supplier

Classifications MBE (Primary),HUB

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) goldstarpetro@comcast.net

GSI Highway

Address 2861 S Beltline Rd
Dallas, TX 75253 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) valeriec@gsihighway.com

Gulf Coast Nut & Bolt LLC

Address 4501 Leopard st
Corpus Christi, TX 78408 Participation Type: Active Supplier

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) Paul@gcnbolt.com

Henrich Equipment Co., Inc.

Address 42 Field Street
West Babylon, NY 11704 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) rhenrich@henrichinc.com

Horns Crew Trucking (Alvin Horn)

Address 107 B Cherie Ln Participation Type: Active Supplier
Longview, TX 75604

Classifications MBE,SBE (Primary),HUB

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) hornscrew@screwscrew@yahoo.com

Houston Bus Services (Houston Bus Service)

Address 6421 West Sam Houston Pkwy North Participation Type: Active Supplier
Houston, TX 77041

Response Date 11/12/2019
Response Status No Bid
Status Date 11/12/2019

Illinois

Address 100 W. Randolph Participation Type: Active Supplier
Chicago, IL 60601

Invitation Date 10/18/2019
Invitation Type Manual
Invitation Email(s)

Impac Fleet (Fleetcard, Inc)

Address 1610 WOODSTEAD CT Participation Type: Active Supplier
THE WOODLANDS, TX 77380

Classifications MBE,TCP,SBE (Primary),WBE

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) erin@impacfleet.com stephanie@impacfleet.net

Indiana

Address 402 W Washington St Participation Type: Active Supplier
Indianapolis, IN 46204

Invitation Date 10/18/2019
Invitation Type Manual
Invitation Email(s)

Indigo Energy

Address 222 Main St. SW Participation Type: Active Supplier
Gainesville, GA 30501

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) bids@indigoenergy.com

Iowa State

Address 321 East 12th Street Participation Type: Active Supplier
Des Moines, IA 50319

Invitation Date 10/18/2019
Invitation Type Manual
Invitation Email(s)

J.S. West Propane (J.S. West and Companies)

Address 510 9th street Participation Type: Active Supplier
Modesto, CA 95354

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) bettebest@jswest.com

Jaguar Fueling Services

Address 8515 E North Belt
Humble, TX 77396 Participation Type: Active Supplier

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) pearl.tullos@jaguarfueling.com james.hammock@jaguarfueling.com
Response Date 11/20/2019
Response Status Submitted
Status Date 11/20/2019

Janecek Performance & Equipment

Address 750 Paul Wilson Rd.
Wylie, TX 75098 Participation Type: Active Supplier

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) jessicab@jpetrucks.com

JASPER ENGINES AND TRANSMISSIONS

Address 815 WERNISING RD
JASPER, IN 47546 Participation Type: Active Supplier

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) bids@jasperengines.com

JESCO Environmental & Geotechnical Services

Address 1701 S. Thibodeaux Rd.
Jennings, LA 70546 Participation Type: Active Supplier

Classifications WBE (Primary)

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) lfontenot@jescous.com

Kacal's Auto & Truck Service (kacal's oil & gas)

Address 5030 Old Spanish Trail
Houston, TX 77021 Participation Type: Active Supplier

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) mike@kacals.com

KANKO (Floyd's Chores & Odd Jobs)

Address 2031 Cedar Valley
Dallas, TX 75232 Participation Type: Active Supplier

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) kankobidops@gmail.com

Kansas

Address 1000 SW Jackson St
Topeka, KS 66612 Participation Type: Active Supplier

Invitation Date 10/18/2019
Invitation Type Manual
Invitation Email(s)

KMD Hospitality (KMD Hospitality LLC)

Address 10706 Kentington Oak Drive Participation Type: Active Supplier
Humble, TX 77396

Classifications MBE,SBE (Primary),WBE

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) karen@kmdhospitality.com annette@kmdhospitality.com

Kwik Kar Lube N Tune (Doomsie Inc)

Address 1620 W. Pioneer Dr Participation Type: Active Supplier
Irving, TX 75061

Classifications SBE (Primary)

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) pharri4997@aol.com

Lawson Products, Inc.

Address 1666 E Touhy Ave Participation Type: Active Supplier
Des Plaines, IL 60018-3683

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) aubrey.welbers@lawsonproducts.com

LEGR Wheels Tires and More LLC

Address 10510 North minnesota road Participation Type: Active Supplier
mission, TX 78574

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) legr14@outlook.com

Liberty Equipment Sales, Inc.

Address 15115 Claypool St Participation Type: Active Supplier
Houston, TX 77032

Classifications HUB (Primary),WBE

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) sales@libertyequipmentsales.com
Response Date 11/20/2019
Response Status Submitted
Status Date 11/20/2019

LilyPadEV

Address 8527 Bluejacket Participation Type: Active Supplier
Lenexa, KS 66214

Classifications SBE (Primary)

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) keith.anderson@lilypaddev.com

Local Care EMS Inc. (Local Care EMS)

Address 8353 Nairn Street Participation Type: Active Supplier
Houston, TX 77074

Classifications MBE (Primary),HUB

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) localcareems@gmail.com

Logistical Concepts LLC

Address 5830 Shirley Lane Participation Type: Active Supplier
Humble, TX 77396

Classifications MBE (Primary)

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) hwilson@logicepts.com

Lonestar Petroleum, LP

Address 6161 Savoy Dr suite 904 Participation Type: Active Supplier
Houston, TX 77036

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) nhu@zakoil.com

Lykins Energy Solutions (Lykins Oil Company)

Address 5163 Wolfpen Pleasant Hill Road Participation Type: Active Supplier
Milford, OH 45150

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) lbohmer@lykinsenergy.com

Mac Haik Ford Pasadena

Address 4242 E. Sam Houston Pkwy S. Participation Type: Active Supplier
Pasadena, TX 77504

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) mblanton@machaikpasadena.com

Mansfield Oil Company of Gainesville, Inc.

Address 1025 Airport Parkway SW Participation Type: Active Supplier
Gainesville, GA 30501

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) mocbids@mansfieldoil.com
Response Status Viewed
Status Date 11/11/2019

Martin eagle Oil Company, Inc.

Address 2700 James Street Participation Type: Active Supplier
Denton, TX 76205

Classifications SBE (Primary)

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) p.childers@martineagle.com

Massachusetts

Address One Ashburton Place Participation Type: Active Supplier
Boston, MA 02108

Invitation Date 10/18/2019
Invitation Type Manual
Invitation Email(s)

McKenna Contracting, Inc

Address 3207 W Benders Landing Blvd Participation Type: Active Supplier
Spring, TX 77386

Classifications TAS,TCP,TIP,SBE,WBE (Primary)

Response Date 11/06/2019
Response Status No Bid
Status Date 11/06/2019

Mercy Air, LLC

Address 11672 Grand Pine Dr. Participation Type: Active Supplier
Montgomery, TX 77356

Classifications SBE (Primary)

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) marty.mead@hotmail.com

Mid South Lubrication Systems (Mid South Engine and Machine)

Address 2201 East Hwy 80 Participation Type: Active Supplier
White Oak, TX 75693

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) GHILL@MIDSOUTHLS.COM

Midtex Oil LP

Address 1518 I-45 S Participation Type: Active Supplier
Conroe, TX 77301

Classifications SBE (Primary)

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) rpattin@yahoo.com

Midtex Oil, L.P.

Address 3455 IH 35 South Participation Type: Active Supplier
New Braunfels, TX 78132

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) deena@midtexoil.com
Response Status Unsubmitted
Status Date 10/29/2019

Minnesota

Address 75 Rev Dr. Martin Luther King Jr. Blvd. Participation Type: Active Supplier
St. Paul, MN 55155

Invitation Date 10/18/2019
Invitation Type Manual
Invitation Email(s)

Mississippi

Address Post Office Box 849 Participation Type: Active Supplier
Jackson, MS 39205

Invitation Date 10/18/2019
Invitation Type Manual
Invitation Email(s)

Missouri

Address PO Box 809 Participation Type: Active Supplier
Jefferson City, MO 65102

Invitation Date 10/18/2019
Invitation Type Manual
Invitation Email(s)

MOMAR, INC

Address 2125 SUANNE DRIVE Participation Type: Active Supplier
TYLER, TX 75701

Classifications TAS (Primary),TXM

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) brenda.stone@momar.com

Motor Coach Industries, Inc.

Address 1700 E. Golf Road Participation Type: Active Supplier
Schaumburg, IL 60173

Classifications HGA (Primary)

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) Tom.Wagner@mcicoach.com

MTF Equipment Sales

Address 3720 Leeland St. Participation Type: Active Supplier
Houston, TX 77003

Classifications HGA,SBE (Primary)

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) jim@mtfequipment.com

Myers Tire Supply Distribution, Inc.

Address 1293 South Main St. Participation Type: Active Supplier
Akron, OH 44301

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) mstroup@myerstiresupply.com swinkler@myerstiresupply.com
Response Date 11/06/2019
Response Status No Bid
Status Date 11/06/2019

NAPA Auto & Truck Parts (Southeast Texas Automotive Supply Inc.)

Address 1700 Northpark Dr Participation Type: Active Supplier
Kingwood, TX 77339

Classifications TPA,SBE (Primary)

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) texasnapa@gmail.com

Napa Auto Parts (Parts is Parts, Inx.)

Address 220 N. Prince St Participation Type: Active Supplier
Clovis, NM 88101

Classifications SBE (Primary)

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) grimm_sheila@hotmail.com

National Guaranteed Vinyl, Inc.

Address 6 FM 3179 Rd Participation Type: Active Supplier
Huntsville, TX 77340

Classifications TAS (Primary)

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) ngvcorp@msn.com

NESCO, LLC

Address 3112 E. SR 124 Participation Type: Active Supplier
BLUFFTON, IN 46714

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) government@nescorentals.com

New York

Address 633 Third Avenue Participation Type: Active Supplier
New York, NY 10017

Invitation Date 10/18/2019
Invitation Type Manual
Invitation Email(s)

North Carolina

Address 1301 Mail Service Center Participation Type: Active Supplier
Raleigh, NC 27699

Invitation Date 10/18/2019
Invitation Type Manual
Invitation Email(s)

Northstar Equipment Solutions (Alltex Capital Equipment Leasing Corp.)

Address 113 East Hudgins St. Participation Type: Active Supplier
Grapevine, TX 76051

Classifications SBE (Primary),HUB,WBE

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) northstareric@aol.com

OCTCET Inc

Address 16225 PARK TEN PLACE SUITE 500 Participation Type: Active Supplier
HOUSTON, TX 77084

Classifications SBE (Primary)

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) dawid@octcet.com leon@octcet.com

Ohio State

Address 4200 Surface Road Participation Type: Active Supplier
Columbus, OH 43228

Invitation Date 10/18/2019
Invitation Type Manual
Invitation Email(s)

Oregon			
Address	350 Winter St Salem, OR 97301	Participation Type:	Active Supplier
Invitation Date	10/18/2019		
Invitation Type	Manual		
Invitation Email(s)			
O'Reilly Auto Parts (O'Reilly Auto Enterprises LLC)			
Address	PO Box 9464 Springfield, MO 65801	Participation Type:	Active Supplier
Invitation Date	10/18/2019		
Invitation Type	Automatic		
Invitation Email(s)	probirds@oreillyauto.com		
Response Status	Viewed		
Status Date	11/12/2019		
Park Avenue Solutions			
Address	445 E FM 1382 Ste 3719 Cedar Hill, TX 75104	Participation Type:	Active Supplier
Invitation Date	10/18/2019		
Invitation Type	Automatic		
Invitation Email(s)	christie@parkavenue.solutions		
Pennsylvania			
Address	508 Main Capitol Building Harrisburg, PA 17120	Participation Type:	Active Supplier
Invitation Date	10/18/2019		
Invitation Type	Manual		
Invitation Email(s)			
Performance Truck INC. (Cleveland Mack sales)			
Address	6855 north loop 610 east Houston, TX 77028	Participation Type:	Active Supplier
Classifications	HGA (Primary),TAS		
Invitation Date	10/18/2019		
Invitation Type	Automatic		
Invitation Email(s)	kwhitten@performancetruck.com		
Petroleum Solutions Inc			
Address	14833 Bulverde Road San Antonio, TX 78247	Participation Type:	Active Supplier
Invitation Date	10/18/2019		
Invitation Type	Automatic		
Invitation Email(s)	jcortes@petsolinc.com		
Petroleum Traders Corporation			
Address	7120 Pointe Inverness Way Fort Wayne, IN 46804	Participation Type:	Active Supplier
Classifications	TAS,TPA		
Invitation Date	10/18/2019		
Invitation Type	Automatic		
Invitation Email(s)	gnewton@petroleumtraders.com		
Response Date	11/19/2019		
Response Status	Submitted		
Status Date	11/19/2019		

Petroleum Wholesale LP

Address 8550 Technology Forest Place Participation Type: Active Supplier
The Woodlands, TX 77210

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) sgroetken@petroleumwholesale.com

Pinnacle Petroleum, Inc.

Address 16651 Gemini Lane Participation Type: Active Supplier
Huntington Beach, CA 92647

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) lmckinley@pinnaclepetroleum.com

Pricelock, Inc

Address 7304 W. 130th Street, Suite #300 Participation Type: Active Supplier
Overland Park,, KS 66213

Classifications SBE (Primary)

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) ssly@pricelock.com

Prime Vendor Inc.

Address 4622 Cedar Avenue Participation Type: Active Supplier
Wilmington, NC 28403

Response Status Viewed
Status Date 11/13/2019

Pronto Shipping and Packaging Services Inc.

Address 3354 ChimneyRock Rd. Participation Type: Active Supplier
Houston, TX 77056

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) tramell.kukoyi@prontoairfreight.com

Propane Specialty Services LLC

Address Same as above Participation Type: Active Supplier
Leesville, TX 78122

Classifications TAS (Primary)

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) michelle@propanespecialty.com

Pumpelly Oil Company,LLC

Address 16450 Lee Road Participation Type: Active Supplier
Humble, TX 77396

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) cnelson@pumpelly.com

R&H Supply Inc (MEP R&H Inc)

Address 5390 Greens Rd Participation Type: Active Supplier
Houston, TX 77032

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) jeff.zeller@randhsupply.com

Ram Tool & Supply Co., Inc. (Ram Tool Construction Supply Co.)

Address 4500 5th Ave S Participation Type: Active Supplier
Birmingham, AL 35222

Classifications WBE (Primary)

Response Status Viewed
Status Date 11/12/2019

Reladye (A.J.HurtJ.,Inc.d/b/a The Hurt Company,Inc.)

Address 3310 Alice Street Participation Type: Active Supplier
Houston, TX 77021

Classifications TAS (Primary)

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) crayton.nelson@reladyne.com

RFx Analyst, Inc.

Address 8 The Green Participation Type: Active Supplier
Dover, DE 19901

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) rfp@rfxanalyst.com
Response Status Viewed
Status Date 11/17/2019

Rhode Island

Address 1 Capitol Hill Participation Type: Active Supplier
Providence, RI 02908

Invitation Date 10/18/2019
Invitation Type Manual
Invitation Email(s)

Rising Star Academy

Address 7239A West Knoll St. Participation Type: Active Supplier
Houston, TX 77028

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) risingstarscholars@gmail.com

Royal Media Network Inc.

Address 2603 N ROLLING RD STE 304 Participation Type: Active Supplier
WINDSOR MILL, MD 21244

Classifications SBE (Primary)

Response Status Viewed
Status Date 11/12/2019

RPC, LLC

Address 217 Lakewood Drive Participation Type: Active Supplier
Baytown, TX 77520

Classifications SBE (Primary)

Response Status Viewed
Status Date 11/12/2019

Safety Vision LLC

Address 6100 West Sam Houston Pkwy North Participation Type: Active Supplier
Houston, TX 77041

Classifications MBE (Primary),DIR,HGA

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) Iroach@safetyvision.com

Safety-Kleen Systems, Inc.

Address 2600 North Central Expressway, Suite Participation Type: Active Supplier
400
Richardson, TX 75080

Response Status Viewed
Status Date 11/12/2019

Sam's Limousine and Transportation (Grand Transportation)

Address 9102 Westpark Dr. Participation Type: Active Supplier
Houston, TX 77063

Classifications MBE,HUB,WBE (Primary)

Response Date 10/29/2019
Response Status No Bid
Status Date 10/29/2019

Sams Pack's five star ford

Address 2070 diplomat dr Participation Type: Active Supplier
farmers branch, TX 75234

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) kevinhunter@spford.com

SC Fuels (Southern Counties Oil Co.)

Address P.O. Box 4159 Participation Type: Active Supplier
Orange, CA 92863-4159

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) fuelbids@scfuels.com

Schaeffer Manufacturing Company

Address 1108 Dominik Participation Type: Active Supplier
College Station, TX 77840

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) smithcooil@yahoo.com

Semper Fi Logistics LLC (Elisa Mora)

Address 1933 W Owassa Rd Participation Type: Active Supplier
Edinburg, TX 78539

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) Semperfilogistics.llc@hotmail.com

SERVPRO of Metro-Pittsburgh (MKS Services, Inc.)

Address 1951 Lincoln Highway
North Versailles, PA 15137 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) harold@servproofmonroeville.com

Solutions Stores

Address 2739 Pasadena Blvd
Pasadena, TX 77502 Participation Type: Active Supplier

Response Date 11/14/2019
Response Status No Bid
Status Date 11/14/2019

South Carolina

Address Post Office Box 2825
Columbia, SC 29211 Participation Type: Active Supplier

Invitation Date 10/18/2019
Invitation Type Manual
Invitation Email(s)

SOUTH TEXAS PUMP INC

Address PO BOX 1852
WESLACO, TX 78599 Participation Type: Active Supplier

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) stpump@gmail.com

South Texas Shop Services

Address 111 Tower Dr
Friendswood, TX 77546 Participation Type: Active Supplier

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) Southtexasshopservices@gmail.com

SPZ GLOBAL ENERGY LLC

Address 8-3 bergen ridge rd
north bergen, NJ 07047 Participation Type: Active Supplier

Classifications WBE (Primary)

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) keara@spzcap.com

SSCI Environmental (Separation Systems Consultants, Inc.)

Address 17041 El Camino Real
Houston, TX 77058 Participation Type: Active Supplier

Classifications MBE,SBE,HUB (Primary),WBE

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) ssci@sscienvironmental.com

STARS- Transportation Management

Address PO Box 2692
Canyon Lake, TX 78133 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) info@starstran.com

Straight Defined

Address 208 West Lincoln Avenue
Copperas Cove, TX 76522 Participation Type: Active Supplier

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) tamaholland@gmail.com

Sun Coast Resources, Inc.

Address 6405 Cavalcade
Houston, TX 77026 Participation Type: Active Supplier

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) National@suncoastresources.com
Response Date 11/20/2019
Response Status Submitted
Status Date 11/20/2019

Sundance Fuels, Ltd.

Address P.O. Box 2495
Spring, TX 77383-2495 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) matt@sundancefuels.com
Response Date 11/10/2019
Response Status Submitted
Status Date 11/10/2019

Supreme Crane and Rigging LLC

Address 24865 Wayne Rd
Porter, TX 77365 Participation Type: Active Supplier

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) Dan@SupremeCrane.com

T.U.C Trucking (The Unbeatable Connection)

Address 111 Brand Ln
Stafford, TX 77477 Participation Type: Active Supplier

Classifications MBE,SBE (Primary),HUB,WBE

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) tuctrucking@gmail.com

Techno Mechanical Solutions, LLC

Address 7000 N MO PAC EXPY STE 200 Participation Type: Active Supplier
Austin, TX 78731

Classifications MBE (Primary),SBE,WBE

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) yortiz@techno-ms.com

Texas

Address 111 East 17th Street Participation Type: Active Supplier
Austin, TX 78774

Invitation Date 10/18/2019
Invitation Type Manual
Invitation Email(s)

Texas Association of African American Chambers of Commerce (TAAACC)

Address 807 Brazos Street Participation Type: Active Supplier
Austin, TX 78701

Classifications MBE,SBE (Primary),WBE

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) info@taaacc.org

Texas Custom Trailers, LP

Address 2050 N. Hwy 287 Participation Type: Active Supplier
DECATUR, TX 76234

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) wade@txcustomtrailers.com

Texas Motor and Control

Address 1500 Alegacy Place Participation Type: Active Supplier
Waller, TX 77484

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) christiem@txmac.com

Texas Pride Marketing

Address 6315-B FM 1488 # 165 Participation Type: Active Supplier
Magnolia, TX 77354

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) JOrr@texaspridemarketing.com

The Fuel Masters

Address 4955 Caponi Falls laine Participation Type: Active Supplier
Katy, TX 77494-8008

Classifications MBE,SBE (Primary),WBE

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) jdmccoy57@gmail.com

The Green Alliance

Address 1795 N. Fry Rd. Participation Type: Active Supplier
Katy, TX 77449

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) amy@thegreenalliance.co

THOMAS BUS GULF COAST GP, INC (SELECTTRANSPORTATION RESORCES INC)

Address 8806 MISSISSIPPI Participation Type: Active Supplier
HOUSTON, TX 77029

Classifications HGA,TAS,TPA,TXM (Primary)

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) kathy.counsellor@strthomas.com

Trak Engineering, Inc.

Address 2901 Crescent Drive Participation Type: Active Supplier
Tallahassee, FL 32301

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) kblyth@trakeng.com

Transcare llc

Address 9203 hwy 6 S Participation Type: Active Supplier
Houston, TX 77083

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) transcarehou@gmail.com

Tri Ctiy Charter, Inc

Address 6065 SE Loop 281 Participation Type: Active Supplier
Longview, TX 75602

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) gary@tricitycharter.com

TRS Equipment, LLC

Address 318 W. Cevallos St Participation Type: Active Supplier
San Antonio, TX 78204

Classifications MBE (Primary),SBE,WBE

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) charlene@tirerepairsupply.com

TRUE MPS (TRUE MPS, LLC)

Address 12622 Chriswood Dr. Participation Type: Active Supplier
Cypress, TX 77429

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s)

Truman Arnold Companies DBA TACENERGY

Address 100 Crescent Court
Dallas, TX 75201 Participation Type: Active Supplier

Classifications TPA (Primary)

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) chebert@tacenergy.com

Utility Fleet Sales, Ltd

Address 7200 Jack Newell Blvd S
Fort Worth, TX 76118 Participation Type: Active Supplier

Classifications TAS (Primary)

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) bmccormick@u1source.com

VIOLIN HOUSE (VIOLIN HOUSE LLC)

Address 1609 W HEBRON PKWY
CARROLLTON, TX 75010 Participation Type: Active Supplier

Response Status Viewed
Status Date 11/14/2019

Virginia

Address 101 N 14th St
Richmond, VA 23219 Participation Type: Active Supplier

Invitation Date 10/18/2019
Invitation Type Manual
Invitation Email(s)

Washington

Address P.O. Box 41160
Olympia, WA 98504 Participation Type: Active Supplier

Invitation Date 10/18/2019
Invitation Type Manual
Invitation Email(s)

Waste Systems Equipment Inc

Address PO Box 40878
Houston, TX 77240 Participation Type: Active Supplier

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) wse1975@sbcglobal.net

West Virginia

Address 1900 Kanawha Blvd
Charleston, WV 25305 Participation Type: Active Supplier

Invitation Date 10/18/2019
Invitation Type Manual
Invitation Email(s)

White Tucker Company

Address 13895 Westfair East Dr Participation Type: Active Supplier
Houston, TX 77041

Classifications SBE (Primary),WBE

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) bob_nipper@whitetucker.com
Response Status Viewed
Status Date 11/11/2019

Winzer Corporation (Cody Furlong)

Address 224 Tierra Grande Participation Type: Active Supplier
Cibolo, TX 78108

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) winzerman@yahoo.com

Wisconsin

Address P.O. Box 7864 Participation Type: Active Supplier
Madison, WI 53707

Invitation Date 10/18/2019
Invitation Type Manual
Invitation Email(s)

Wood Alternator and Starter Service (Homer J. Wood)

Address 680 Aldine Mail Route Road Participation Type: Active Supplier
Houston, TX 77037

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) hjwood@sbcglobal.net

WORLD FUEL SERVICES INC

Address 6000 METCALF AVE STE 200 Participation Type: Active Supplier
OVERLAND PARK, KS 66202-2353

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) aseim@wfscorp.com

Youthlight, Inc.

Address P o Box 115 Participation Type: Active Supplier
Chapin, SC 29036-0115

Response Date 11/04/2019
Response Status No Bid
Status Date 11/04/2019

Zum Services Inc

Address 275 Shoreline Dr Participation Type: Active Supplier
Redwood City, CA 94065

Invitation Date 10/18/2019
Invitation Type Automatic
Invitation Email(s) rfpresearch@ridezum.com

Bid Activity Detail

1st Advertisement

Activity Date 10/18/2019 02:00:00 PM (CT)
Description

2nd Advertisement

Activity Date 10/21/2019 02:00:00 PM (CT)

Description

Pre-Proposal Meeting

Activity Date 10/30/2019 02:00:00 PM (CT)

Description The Pre-Proposal Meeting will be held at 6005 Westview Drive, Houston, Texas, 77055

Proposal Closes

Activity Date 11/20/2019 02:00:00 PM (CT)

Description

Anticipated Board Award

Activity Date 1/15/2020 02:00:00 PM (CT)

Description

Regular Board Meeting

6.D.6.

Meeting Date: January 15, 2020
Title: Master Service Interlocal Agreements
Submitted For: Joann Nichols, Choice Partners
Recommended Action: Approve

Submitted By: Cora Day
HCDE Goal(s): 4. Provide cost savings by leveraging tax dollars

Additional Resource Personnel: Joann Nichols, Jeff Drury, Richard Vela, Yaritza Roman, Bill Monroe and Dr. Jesus Amezcua

Facilities/Technology Approval Needed?: None

Information

Posted Agenda Item:

HCDE Interlocal Agreements with: Keene ISD, Keene, Texas; McLennan Community College, Waco, Texas; Reve Preparatory Charter School, Houston, Texas; Jourdanton ISD, Jourdanton, Texas, and Washburn University, Topeka, Kansas.

Subject:

HCDE Interlocal Agreements with:

Entity Name	Entity Type	City	State	Region
Keene ISD	School District (Outside of Harris County)	Keene	TX	11
McLennan Community College	College	Waco	TX	12
Reve Preparatory Charter School	Charter School (In County)	Houston	TX	04
Jourdanton ISD	School District (Outside of Harris County)	Jourdanton	TX	20
Washburn University	University	Topeka	KS	0

Rationale:

HCDE Interlocal Agreements with:

Entity Name	Entity Type	City	State	Region
Keene ISD	School District (Outside of Harris County)	Keene	TX	11
McLennan Community College	College	Waco	TX	12
Reve Preparatory Charter School	Charter School	Houston	TX	04

Jourdanton ISD	School District (Outside of Harris County)	Jourdanton TX	20
Washburn University	University	Topeka KS	0

Fiscal Impact

Included in FY budget Y/N: Y
Included in current budget amendment Y/N: N

Attachments

Keene ISD
 McLennan Community College
 Reve Preparatory Charter School
 Washburn University
 Interlocal Map

Form Review

Inbox	Reviewed By	Date
Choice Partners	Jeff Drury	12/13/2019 04:08 PM
Purchasing Alternate	Yaritza Roman	12/16/2019 02:21 PM
Purchasing	Bill Monroe	12/16/2019 02:49 PM
Assistant Superintendent - Business	Jesus Amezcua	01/05/2020 09:18 PM
Form Started By: Cora Day		Started On: 12/11/2019 04:42 PM
Final Approval Date: 01/05/2020		

Interlocal Agreement
between Harris County Department of Education
& _____

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement (“Agreement”) is made and entered into by and between Harris County Department of Education (“HCDE”), located in Houston, Texas, and _____, a local governmental entity and/or political subdivision (“LGE”), located in _____ (city), _____ (state), for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and LGE desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Agreement 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:

1. Term. The term of this Agreement shall commence on the date of the first signature of this Agreement (“Effective Date”) and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.

2. Agreement. The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.

3. Purpose and Scope of Work.
 - A. **HCDE agrees to:**
 - Provide LGE with descriptive offerings of each of the programs and services that HCDE provides.
 - Provide programs and services upon LGE’s submission of independent contracts or purchase orders to HCDE and HCDE’s acceptance thereof. HCDE’s obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE’s obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
 - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.

 - B. **LGE agrees to:**
 - Participate in any or all of the programs and services that HCDE offers, in LGE’s sole discretion.

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that LGE desires to purchase and/or collaborate.
 - Agree to follow the terms and conditions of each independent contract or purchase order.
 - Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.
5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.

LGE agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service. If LGE makes a payment to HCDE with a credit card, LGE agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If LGE elects to participate in HCDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to LGE for participation in Choice Partners. LGE shall make payments directly to vendors. LGE shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. LGE shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between LGE and the vendor. HCDE is not responsible or liable for the performance of any vendor used by LGE as a result of this Agreement or LGE's participation in Choice Partners.
9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:
- By either Party, with or without cause, upon thirty (30) days' prior written notice;
 - By mutual written agreement of the Parties; or
 - By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and LGE or between LGE and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, LGE shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
12. Conflict of Interest. During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education Attn: James Colbert, Jr. County School Superintendent 6300 Irvington Blvd. Houston, Texas 77022 713-694-6300	_____ ("LGE") Attn: _____ Title: _____ Address: _____ City, State, Zip: _____ Phone: _____ Email: _____
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15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.
16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
 - Neither Party waives any immunity afforded to it under applicable law; and
 - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. Severability. In the event that any one or more of the provisions contained in this Agreement 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 Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. Term above:

Name of Local Governmental Entity

Harris County Department of Education

Authorized Signature

James Colbert, Jr.

Printed Name

County School Superintendent

Title

Date

Date

Type of Local Governmental Entity (*select one*):

- School District Charter School
- County City/Municipality
- University College
- State Entity
- Governmental entity/other: _____

Interlocal Agreement
between Harris County Department of Education
& McLennan Community College

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement (“Agreement”) is made and entered into by and between Harris County Department of Education (“HCDE”), located in Houston, Texas, and McLennan Community College, a local governmental entity and/or political subdivision (“LGE”), located in Waco (city), TX (state), for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and LGE desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Agreement 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:

1. **Term.** The term of this Agreement shall commence on the date of the first signature of this Agreement (“Effective Date”) and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. **Agreement.** The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. **Purpose and Scope of Work.**
 - A. **HCDE agrees to:**
 - Provide LGE with descriptive offerings of each of the programs and services that HCDE provides.
 - Provide programs and services upon LGE’s submission of independent contracts or purchase orders to HCDE and HCDE’s acceptance thereof. HCDE’s obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE’s obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
 - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
 - B. **LGE agrees to:**
 - Participate in any or all of the programs and services that HCDE offers, in LGE’s sole discretion.

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that LGE desires to purchase and/or collaborate.
 - Agree to follow the terms and conditions of each independent contract or purchase order.
 - Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.
5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.

LGE agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service. If LGE makes a payment to HCDE with a credit card, LGE agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If LGE elects to participate in HCDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to LGE for participation in Choice Partners. LGE shall make payments directly to vendors. LGE shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. LGE shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between LGE and the vendor. HCDE is not responsible or liable for the performance of any vendor used by LGE as a result of this Agreement or LGE's participation in Choice Partners.
9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
 - Neither Party waives any immunity afforded to it under applicable law; and
 - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. Severability. In the event that any one or more of the provisions contained in this Agreement 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 Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. Term above:

10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:

- By either Party, with or without cause, upon thirty (30) days' prior written notice;
- By mutual written agreement of the Parties; or
- By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and LGE or between LGE and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, LGE shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.

12. Conflict of Interest. During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.

13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.

14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
Attn: James Colbert, Jr.
County School Superintendent
6300 Irvington Blvd.
Houston, Texas 77022
713-694-6300

McLennan Community College ("LGE")
Attn: Stephen M. Benson
Title: VP, Finance & Administration
Address: 1400 College Drive
City, State, Zip: Waco, TX 76708
Phone: 254-299-8649
Email: sbenson@mclennan.edu

15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.

16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

McLennan Community College

Harris County Department of Education

Name of Local Governmental Entity

Stephen M Benson

Authorized Signature

Stephen M. Benson

James Colbert, Jr.

Printed Name

VP, Finance & Administration

County School Superintendent

Title

12/3/19

Date

Date

Type of Local Governmental Entity (*select one*):

- School District Charter School
- County City/Municipality
- University College
- State Entity
- Governmental entity/other: _____

Interlocal Agreement
between Harris County Department of Education
& Rêve Preparatory Charter School

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement (“Agreement”) is made and entered into by and between Harris County Department of Education (“HCDE”), located in Houston, Texas, and Rêve Preparatory Charter School, a local governmental entity and/or political subdivision (“LGE”), located in Houston (city), Texas (state), for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and LGE desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Agreement 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:

1. **Term.** The term of this Agreement shall commence on the date of the first signature of this Agreement (“Effective Date”) and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. **Agreement.** The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. **Purpose and Scope of Work.**
 - A. **HCDE agrees to:**
 - Provide LGE with descriptive offerings of each of the programs and services that HCDE provides.
 - Provide programs and services upon LGE’s submission of independent contracts or purchase orders to HCDE and HCDE’s acceptance thereof. HCDE’s obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE’s obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
 - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
 - B. **LGE agrees to:**
 - Participate in any or all of the programs and services that HCDE offers, in LGE’s sole discretion.

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that LGE desires to purchase and/or collaborate.
 - Agree to follow the terms and conditions of each independent contract or purchase order.
 - Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.
5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.

LGE agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service. If LGE makes a payment to HCDE with a credit card, LGE agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If LGE elects to participate in HCDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to LGE for participation in Choice Partners. LGE shall make payments directly to vendors. LGE shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. LGE shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between LGE and the vendor. HCDE is not responsible or liable for the performance of any vendor used by LGE as a result of this Agreement or LGE's participation in Choice Partners.
9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:
- By either Party, with or without cause, upon thirty (30) days' prior written notice;
 - By mutual written agreement of the Parties; or
 - By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and LGE or between LGE and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, LGE shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
12. Conflict of Interest. During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
 Attn: James Colbert, Jr.
 County School Superintendent
 6300 Irvington Blvd.
 Houston, Texas 77022
 713-694-6300

Rêve Preparatory Charter School ("LGE")
 Attn: Traci Thibodeaux
 Title: Superintendent
 Address: 4315 W Fuqua Street
 City, State, Zip: Houston, Texas, 77045
 Phone: 832.982.2083
 Email: Traci.Thibodeaux@reveprep.org

15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.
16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
 - Neither Party waives any immunity afforded to it under applicable law; and
 - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. Severability. In the event that any one or more of the provisions contained in this Agreement 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 Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. Term above:

Rêve Preparatory Charter School

Name of Local Governmental Entity

Authorized Signature

Traci Thibodeaux

Printed Name

Superintendent

Title

12/4/2019

Date

Harris County Department of Education

James Colbert, Jr.

County School Superintendent

Date

Type of Local Governmental Entity (*select one*):

- School District Charter School
- County City/Municipality
- University College
- State Entity
- Governmental entity/other: _____

Interlocal Agreement
between Harris County Department of Education
& _____

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement (“Agreement”) is made and entered into by and between Harris County Department of Education (“HCDE”), located in Houston, Texas, and _____, a local governmental entity and/or political subdivision (“LGE”), located in _____ (city), _____ (state), for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and LGE desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Agreement 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:

1. Term. The term of this Agreement shall commence on the date of the first signature of this Agreement (“Effective Date”) and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. Agreement. The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. Purpose and Scope of Work.
 - A. **HCDE agrees to:**
 - Provide LGE with descriptive offerings of each of the programs and services that HCDE provides.
 - Provide programs and services upon LGE’s submission of independent contracts or purchase orders to HCDE and HCDE’s acceptance thereof. HCDE’s obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE’s obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
 - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
 - B. **LGE agrees to:**
 - Participate in any or all of the programs and services that HCDE offers, in LGE’s sole discretion.

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that LGE desires to purchase and/or collaborate.
 - Agree to follow the terms and conditions of each independent contract or purchase order.
 - Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.
5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.

LGE agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service. If LGE makes a payment to HCDE with a credit card, LGE agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If LGE elects to participate in HCDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to LGE for participation in Choice Partners. LGE shall make payments directly to vendors. LGE shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. LGE shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between LGE and the vendor. HCDE is not responsible or liable for the performance of any vendor used by LGE as a result of this Agreement or LGE's participation in Choice Partners.
9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:
- By either Party, with or without cause, upon thirty (30) days' prior written notice;
 - By mutual written agreement of the Parties; or
 - By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and LGE or between LGE and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, LGE shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
12. Conflict of Interest. During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education Attn: James Colbert, Jr. County School Superintendent 6300 Irvington Blvd. Houston, Texas 77022 713-694-6300	_____ (“LGE”) Attn: _____ Title: _____ Address: _____ City, State, Zip: _____ Phone: _____ Email: _____
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15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.
16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
 - Neither Party waives any immunity afforded to it under applicable law; and
 - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. Severability. In the event that any one or more of the provisions contained in this Agreement 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 Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. Term above:

Name of Local Governmental Entity

Harris County Department of Education

Authorized Signature

James Colbert, Jr.

Printed Name

County School Superintendent

Title

Date

Date

Type of Local Governmental Entity (*select one*):

- School District Charter School
- County City/Municipality
- University College
- State Entity
- Governmental entity/other: _____

Interlocal Contract - Interstate
Between Harris County Department of Education
& WASHBURN UNIVERSITY

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interstate Contract ("Contract") is made and entered into by and between the Harris County Department of Education ("HCDE"), located in Houston, Texas, and the WASHBURN UNIVERSITY ("Entity"), located in TOPEKA, KANSAS for the purpose of allowing Entity to purchase services under the same terms, conditions, and prices as are available to all participants of HCDE's Choice Partners cooperative.

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is also duly authorized to provide programs and services in the State of Texas and to agencies of other states, pursuant to Texas Government Code § 791.011(b)(2). Both HCDE and Entity desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Contract 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:

1. Term. This Contract is effective from the date of the first signature and shall automatically renew unless either party gives thirty (30) days prior written notice of non-renewal. This Contract may be terminated by either party with or without cause with thirty (30) days written notice. See other means of terminating the contract in Article 11, below. Any such notice shall be sent according to Article 8.
2. Agreement. The terms of this Contract shall apply and will be considered a part of any Addendum for programs and services delivered by HCDE. This Contract and the attached and incorporated Addendum, purchase orders, or exhibits, if any, contain the entire agreement of the parties and there are no representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract and duly executed in writing.
3. Purpose and Scope of Work.
 - A. **HCDE:**
 - Represents that it has secured the vendor(s)' agreement to provide commodities and/or services to its non-Texas members under the terms, conditions, and prices as contracted for Texas governmental entities.
 - Represents that it has reviewed the contract(s) and determined that it complies with any and all applicable rules, regulations, and statutes applicable to competitive procurement and cooperative purchasing in the State of Texas.
 - B. **Entity:**
 - Agrees that it is Entity's responsibility to ensure that its State's rules, regulations, and statutes applicable to competitive procurement and cooperative purchasing allow Entity's participation in out-of-state contracts.
 - Agrees that it shall issue any and all purchase orders or other applicable authorizations for purchases made on its behalf to Choice Partner's vendors.
 - Agrees that it shall provide Choice Partners with a copy of any contract or purchase order based on a Choice Partners contract.

- Agrees to follow the terms and conditions of each independent contract or purchase orders for each Choice Partner vendor.
4. As is. HCDE makes this Contract available to Choice Partners participating entities “as is” and are under no obligation to revise the terms, conditions, scope, prices, and/or any other requirements of the Contract for the benefit of Entity.
 5. Assignment. Neither this Contract nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
 6. Conflict of Interest. During the Term of HCDE’s service to Entity, Entity, its personnel and agents, shall not, directly or indirectly, whether for Entity’s own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
 7. Contract Amendment. This Contract shall not be altered, changed, or amended except by the mutual agreement of all parties in writing to be attached to and incorporated into this Contract.
 8. Notice. Any notice provided under the terms of this Contract by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
 Attn: James Colbert, Jr.
 County School Superintendent
 6300 Irvington Blvd.
 Houston, Texas 77022
 Phone: 713-694-6300

Entity: WASHBURN UNIVERSITY
 Attn: EILEEN PHILLIPS
 Title: SENIOR BUYER
 Address: 1700 SW COLLEGE AV
 City, State, Zip: TOPEKA, KS 66621
 Phone: 785-670-2338
 Email: eileen.phillips@washburn.edu

9. Relation of Parties. It is the intention of the parties that Entity is independent of HCDE and is not an employee, agent, joint venturer, or partner of HCDE and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and Entity or HCDE and any of Entity’s agents.
10. Non-Exclusivity of Services. Nothing in this Contract may be construed to imply that HCDE has exclusive right to provide Entity these services. During the Term of Contract, Entity reserves the right to use all available resources to procure other services as needed and, in doing so, will not violate any rights of HCDE.
11. Termination. This Contract may be terminated prior to the expiration of the Term hereof as follows:
 - By Entity upon 30 days notice if the work/service is not provided in a satisfactory and proper manner after a remedy has been reported and discussed;
 - By mutual written agreement of the parties, upon thirty (30) days prior notice;
 - By either party by giving thirty (30) days written notice to the other party; or
 - By either party immediately if the other party commits a material breach any of the terms of this Contract and no remedial action can be agreed upon by the parties.
12. Master Contract. This Contract can be utilized as the Master Contract. The general terms and conditions in this Contract will serve to outline the working relationship between HCDE and

Entity. Both parties agree to allow the Entity to use any or all of the following programs and/or services with no charge from HCDE including Choice Partners.

Entity agrees to adhere to the terms and conditions set forth for the programs and/or services as contracted under these programs. All other programs and/or services provided by HCDE requiring a fee will need an addendum to the approved Master Interstate Contract. The specific terms and conditions of the addendum will govern that individual contract. In the case of a conflict between the Contract and any addendum, the provisions of the addendum will govern.

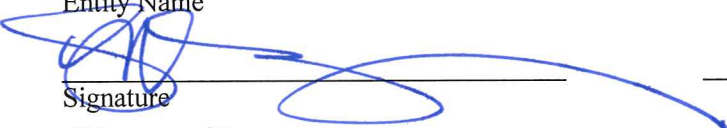
13. Severability. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
14. Authorization. Each party acknowledges that the governing body of each party to the Contract has authorized this Contract.
15. Benefit for Signatory Parties Only. Neither this Contract, nor any term or provisions hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

In witness whereof, HCDE and Entity have executed this Contract to be effective on the date specified in Article 1. Term above:

Washburn University

Harris County Department of Education

Entity Name


Signature

Sherry Draper

James Colbert, Jr.

Printed Name

Director of Purchasing

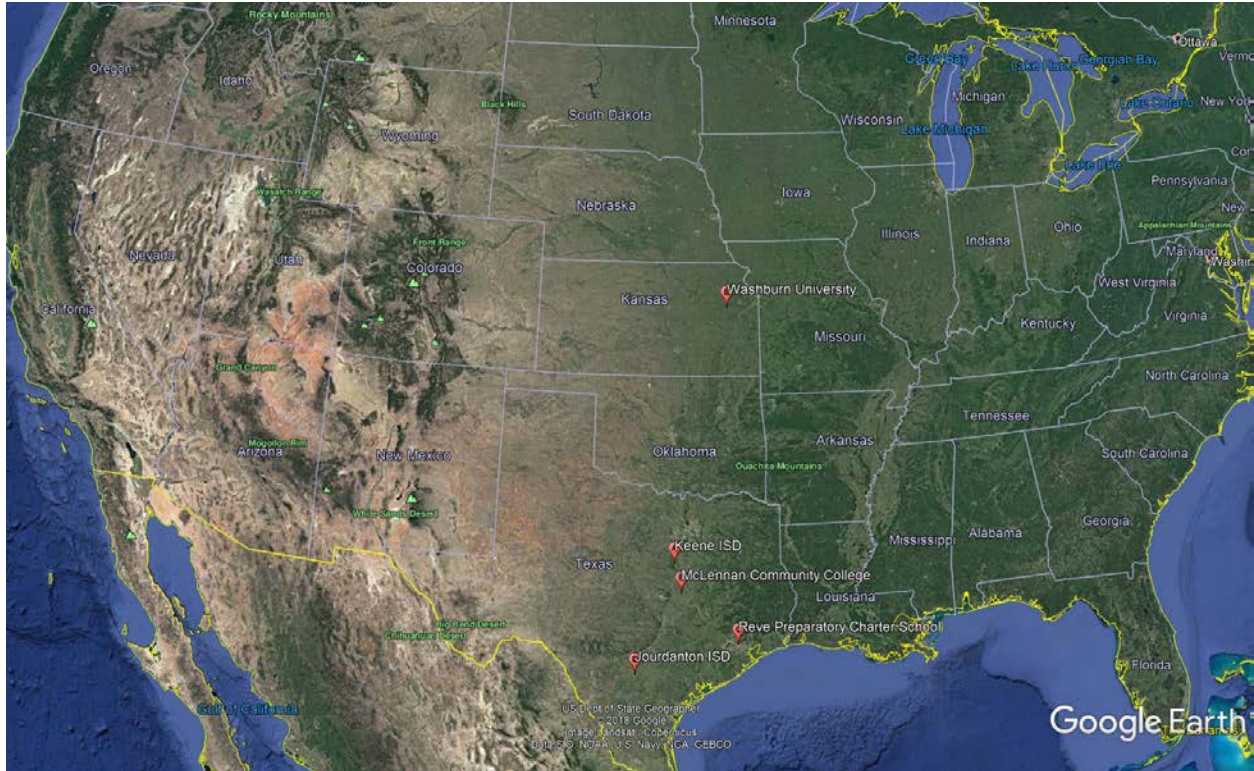
County School Superintendent

Title

13 Dec 2019

Date: _____

Date



January 15, 2020

HCDE Board Agenda Interlocal Map:

A: Keene ISD

B: McLennan Community College

C: Reve Preparatory Charter School

D: Jourdanton ISD

E: Washburn University

Regular Board Meeting

6.E.1.

Meeting Date: January 15, 2020
Title: Renewal options for RFP #15/063YR-2 CASE After-School and Summer Direct Service Providers
Submitted For: Bill Monroe, Purchasing
Submitted By: Inga Ash
Recommended Action: Approve
HCDE Goal(s): 2. Deliver value responsibly
Additional Resource Personnel: Dr. Jesus J. Amezcua, Bill Monroe, Inga Ash
Facilities/Technology Approval Needed?:

Information

Posted Agenda Item:

Contract renewal options for job no. 15/063YR-2 R4 for CASE After-School and Summer Direct Service Providers with the following vendors: Shamelessly Saved Productions; Abundance Educational Consulting, LLC; Imagiread Consulting Services, LLC; and Artist Boat for the period of 02/27/2020 through 02/26/2021.

Subject:

CASE, After-School Services, Summer Service Providers, Literacy, Numeracy

Rationale:

The purpose of this proposal was to acquire vendors that will provide after school and summer program services to the CASE division. A total of a ninety-four (94) invitations were sent to potential vendors of which seventeen (17) responses were received, scored, and the vendors offering the best value to HCDE Internal Purchasing were chosen. The original contract began on 02/23/2016 through 02/22/2017.

Contract is in accordance with Texas Education Code 44.031.

Fiscal Impact

Attachments

Exection of Offer

Form Review

Inbox
Purchasing
Assistant Superintendent - Business
Form Started By: Inga Ash
Final Approval Date: 01/05/2020

Reviewed By
Bill Monroe
Jesus Amezcua

Date
12/13/2019 07:54 AM
01/05/2020 09:18 PM
Started On: 12/12/2019 04:00 PM

**HARRIS COUNTY DEPARTMENT OF EDUCATION
EXECUTION OF OFFER – CONTRACT RENEWAL**

The undersigned company representative has carefully examined all instructions, requirements, specifications, terms, and conditions of the original proposal and this contract renewal and certifies:

- 1) It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the original RFP.
- 2) All statements, information, and representations prepared and submitted in response to this contract renewal request are current, complete, true, and accurate.
- 3) It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
- 4) It shall be bound by all statements, representations, warranties, and guarantees made in the original proposal and the updated terms and conditions.
- 5) That all of the requirements of this contract renewal have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by HCDE if not otherwise noted.
- 6) The individual signing below has authority to enter into this contract renewal on behalf of Vendor.
- 7) Vendor acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
- 8) This contract is subject to purchase orders duly authorized and executed by HCDE.

CORPORATE NAME:	Shamelessly Saved Productions		
AUTHORIZED SIGNATURE:	<i>Charmette Jones</i>		
PRINT NAME:	Charmette Jones		
TITLE:	Executive Director		
DATE:	10/23/2019		
ADDRESS:	8019 West Grand Prkwy. South, Suite 443		
CITY, STATE, ZIP CODE:	Richmond, TX 77407		
PHONE:	832-279-4849	FAX:	
EMAIL ADDRESS:	Mette0704@aol.com or cljones@shamelesslysaved.com		

This section to be completed by HCDE

Contract Number: _____ Original term of contract: _____ to _____

Contract Renewal Term: _____ to _____ Number of Renewal Options Left _____

This contract renewal shall be for the period of one (1) year if agreed to by HCDE and awarded vendor.

Approved by Harris County Department of Education:

Jesus J. Amezcua, Ph.D., CPA, RTSBA
Assistant Superintendent for Business Services

Approval Date

**HARRIS COUNTY DEPARTMENT OF EDUCATION
EXECUTION OF OFFER – CONTRACT RENEWAL**

The undersigned company representative has carefully examined all instructions, requirements, specifications, terms, and conditions of the original proposal and this contract renewal and certifies:

- 1) It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the original RFP.
- 2) All statements, information, and representations prepared and submitted in response to this contract renewal request are current, complete, true, and accurate.
- 3) It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
- 4) It shall be bound by all statements, representations, warranties, and guarantees made in the original proposal and the updated terms and conditions.
- 5) That all of the requirements of this contract renewal have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by HCDE if not otherwise noted.
- 6) The individual signing below has authority to enter into this contract renewal on behalf of Vendor.
- 7) Vendor acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
- 8) This contract is subject to purchase orders duly authorized and executed by HCDE.

CORPORATE NAME:	Abundance Educational Consulting, LLC		
AUTHORIZED SIGNATURE:	Lakeisha Y. Hamilton		
PRINT NAME:	Lakeisha Y. Hamilton		
TITLE:	Chief Executive Officer		
DATE:	11/27/2019		
ADDRESS:	P.O. Box 2992		
CITY, STATE, ZIP CODE:	Humble, TX 77347		
PHONE:	713-679-9115	FAX:	1-888-679-0875
EMAIL ADDRESS:	abundance.ec@gmail.com		

This section to be completed by HCDE

Contract Number: _____ Original term of contract: _____ to _____

Contract Renewal Term: _____ to _____ Number of Renewal Options Left _____

This contract renewal shall be for the period of one (1) year if agreed to by HCDE and awarded vendor.

Approved by Harris County Department of Education:

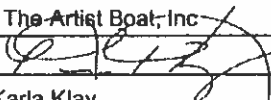
Jesus J. Amezcua, Ph.D., CPA, RTSBA
Assistant Superintendent for Business Services

Approval Date

**HARRIS COUNTY DEPARTMENT OF EDUCATION
EXECUTION OF OFFER – CONTRACT RENEWAL**

The undersigned company representative has carefully examined all instructions, requirements, specifications, terms, and conditions of the original proposal and this contract renewal and certifies:

- 1) It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the original RFP.
- 2) All statements, information, and representations prepared and submitted in response to this contract renewal request are current, complete, true, and accurate.
- 3) It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
- 4) It shall be bound by all statements, representations, warranties, and guarantees made in the original proposal and the updated terms and conditions.
- 5) That all of the requirements of this contract renewal have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by HCDE if not otherwise noted.
- 6) The individual signing below has authority to enter into this contract renewal on behalf of Vendor.
- 7) Vendor acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
- 8) This contract is subject to purchase orders duly authorized and executed by HCDE.

CORPORATE NAME:	The Artist Boat, Inc		
AUTHORIZED SIGNATURE:			
PRINT NAME:	Karla Klay		
TITLE:	Executive Director		
DATE:	11/14/19		
ADDRESS:	P.O. Box 16019		
CITY, STATE, ZIP CODE:	Galveston TX 77552		
PHONE:	409-770-0722	FAX:	409-770-0712
EMAIL ADDRESS:	kklay@artistboat.org		

This section to be completed by HCDE

Contract Number: _____ Original term of contract: _____ to _____

Contract Renewal Term: _____ to _____ Number of Renewal Options Left _____

This contract renewal shall be for the period of one (1) year if agreed to by HCDE and awarded vendor.

Approved by Harris County Department of Education:

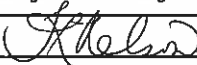
Jesus J. Amezcua, Ph.D., CPA, RTSBA
Assistant Superintendent for Business Services

Approval Date

**HARRIS COUNTY DEPARTMENT OF EDUCATION
EXECUTION OF OFFER – CONTRACT RENEWAL**

The undersigned company representative has carefully examined all instructions, requirements, specifications, terms, and conditions of the original proposal and this contract renewal and certifies:

- 1) It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the original RFP.
- 2) All statements, information, and representations prepared and submitted in response to this contract renewal request are current, complete, true, and accurate.
- 3) It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
- 4) It shall be bound by all statements, representations, warranties, and guarantees made in the original proposal and the updated terms and conditions.
- 5) That all of the requirements of this contract renewal have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by HCDE if not otherwise noted.
- 6) The individual signing below has authority to enter into this contract renewal on behalf of Vendor.
- 7) Vendor acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
- 8) This contract is subject to purchase orders duly authorized and executed by HCDE.

CORPORATE NAME:	Imagiread Consulting Services LLC		
AUTHORIZED SIGNATURE:			
PRINT NAME:	Tiffany R. Nelson		
TITLE:	Manager		
DATE:	11/26/2019		
ADDRESS:	11601 Shadow Creek Parkway Suite 111-335		
CITY, STATE, ZIP CODE:	Pearland, Texas 77584		
PHONE:	281-662-4185	FAX:	
EMAIL ADDRESS:	Tiffany@imagiread.com		

This section to be completed by HCDE

Contract Number: _____ Original term of contract: _____ to _____

Contract Renewal Term: _____ to _____ Number of Renewal Options Left _____

This contract renewal shall be for the period of one (1) year if agreed to by HCDE and awarded vendor.

Approved by Harris County Department of Education:

Jesus J. Amezcua, Ph.D., CPA, RTSBA
Assistant Superintendent for Business Services

Approval Date

Regular Board Meeting

6.E.2.

Meeting Date: January 15, 2020
Title: Renewal Option for Job No. 16/019YR for Coffee, Tea Services, and Related Items
Submitted For: Bill Monroe, Purchasing
Submitted By: Inga Ash
Recommended Action: Approve
HCDE Goal(s): 1. Impact education/respond to evolving needs
Additional Resource Personnel: Dr. Jesus Amezcua, Bill Monroe, Inga Ash
Facilities/Technology Approval Needed?: None

Information

Posted Agenda Item:

Contract renewal option for job no. 16/019YR for Coffee, Tea Services, and Related Items with the following vendor: Reliant Business Products, Inc. for the period of 02/23/2020 through 02/22/2021.

Subject:

Coffee, Tea Services, and Related Items

Rationale:

Consider approval of renewal option for job no. 16/019YR with Reliant Business Products, Inc. for the period of 02/23/20 through 02/22/2021.
 The purpose of this proposal was to acquire a vendor that will provide coffee and tea services to HCDE. A total of one hundred seventy-one (171) invitations were sent out to potential vendors of which three (3) responses were received. A comparison of proposals was made and scored; the company offering the best value to HCDE was chosen. The original contract began on 02/23/16 to 02/22/17. Contract is in accordance with Public Education Code 44.031 Purchasing Contracts.

Fiscal Impact

Attachments

Execution of Offer

Form Review

Inbox	Reviewed By	Date
Purchasing	Bill Monroe	12/13/2019 07:56 AM
Assistant Superintendent - Business	Jesus Amezcua	01/05/2020 09:18 PM
Form Started By: Inga Ash		Started On: 12/12/2019 04:17 PM
Final Approval Date: 01/05/2020		

**HARRIS COUNTY DEPARTMENT OF EDUCATION
EXECUTION OF OFFER – CONTRACT RENEWAL**

The undersigned company representative has carefully examined all instructions, requirements, specifications, terms, and conditions of the original proposal and this contract renewal and certifies:

- 1) It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the original RFP.
- 2) All statements, information, and representations prepared and submitted in response to this contract renewal request are current, complete, true, and accurate.
- 3) It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
- 4) It shall be bound by all statements, representations, warranties, and guarantees made in the original proposal and the updated terms and conditions.
- 5) That all of the requirements of this contract renewal have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by HCDE if not otherwise noted.
- 6) The individual signing below has authority to enter into this contract renewal on behalf of Vendor.
- 7) Vendor acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
- 8) This contract is subject to purchase orders duly authorized and executed by HCDE.

CORPORATE NAME:	Louis A. Hernandez, Inc. DBA Reliant Business Products		
AUTHORIZED SIGNATURE:	Steven Woodall		
PRINT NAME:	Steven Woodall		
TITLE:	General Manager		
DATE:	12/09/19		
ADDRESS:	10641 Haddington Dr. #100		
CITY, STATE, ZIP CODE:	Houston, TX 77043		
PHONE:	713-425-5819	FAX:	713-425-5820
EMAIL ADDRESS:	stevenw@rbp.com		

This section to be completed by HCDE

Contract Number: _____ Original term of contract: _____ to _____

Contract Renewal Term: _____ to _____ Number of Renewal Options Left _____

This contract renewal shall be for the period of one (1) year if agreed to by HCDE and awarded vendor.

Approved by Harris County Department of Education:

Jesus J. Amezcua, Ph.D., CPA, RTSBA
Assistant Superintendent for Business Services

Approval Date

Regular Board Meeting

6.E.3.

Meeting Date: January 15, 2020
Title: Renewal Option for Job No. 17/003YR Food and Delivery Services for HCDE Head Start
Submitted For: Bill Monroe, Purchasing
Submitted By: Inga Ash
Recommended Action: Approve
HCDE Goal(s): 1. Impact education/respond to evolving needs
Additional Resource Personnel: Dr. Amezcua, Bill Monroe, Inga Ash
Facilities/Technology Approval Needed?: None

Information

Posted Agenda Item:

Contract renewal option for job no. 17/003YR for Food and Delivery Services for Harris County Department of Education Head Start with the following vendor: Valley Services, Inc. for the period of 02/28/2020 through 02/27/2021.

Subject:

Food and Delivery Services, Head Start

Rationale:

Consider approval of renewal option for job no. 17/003YR for Food and Delivery Services for Harris County Department of Education Head Start for the period of 02/28/2020 through 02/27/2021 with the following vendor:

- Valley Services, Inc.

The purpose of this proposal was to acquire vendors that will provide food and delivery services to the Head Start division. A total of sixty-seven (67) invitations were sent to potential vendors. A total of four (4) responses were received; one (1) response did not meet the RFP specifications. The responses were evaluated, scored, and the vendors offering the best value to HCDE were chosen.

The original contract period began from 02/28/2018 through 02/27/2019 with an option to renew annually up to four (4) additional years. Contract is in accordance with Texas Education Code 44.031.

Fiscal Impact

Attachments

Execution of Offer

Form Review

Inbox

Purchasing
Assistant Superintendent - Business
Form Started By: Inga Ash
Final Approval Date: 01/05/2020

Reviewed By

Bill Monroe
Jesus Amezcua

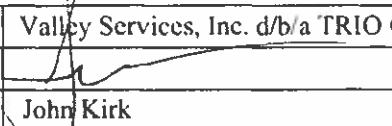
Date

12/13/2019 01:38 PM
01/05/2020 09:18 PM
Started On: 12/13/2019 08:44 AM

**HARRIS COUNTY DEPARTMENT OF EDUCATION
EXECUTION OF OFFER – CONTRACT RENEWAL**

The undersigned company representative has carefully examined all instructions, requirements, specifications, terms, and conditions of the original proposal and this contract renewal and certifies:

- 1) It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the original RFP.
- 2) All statements, information, and representations prepared and submitted in response to this contract renewal request are current, complete, true, and accurate.
- 3) It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
- 4) It shall be bound by all statements, representations, warranties, and guarantees made in the original proposal and the updated terms and conditions.
- 5) That all of the requirements of this contract renewal have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by HCDE if not otherwise noted.
- 6) The individual signing below has authority to enter into this contract renewal on behalf of Vendor.
- 7) Vendor acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
- 8) This contract is subject to purchase orders duly authorized and executed by HCDE.

CORPORATE NAME:	Valley Services, Inc. d/b/a TRIO Community Meals		
AUTHORIZED SIGNATURE:			
PRINT NAME:	John Kirk		
TITLE:	Managing Director		
DATE:	12/04/2019		
ADDRESS:	10 Canebrake Blvd. Suite 120		
CITY, STATE, ZIP CODE:	Flowood, MS 39232		
PHONE:	601.664.3100	FAX:	601.664.3399
EMAIL ADDRESS:	john.kirk@triocommunitymeals.com		

This section to be completed by HCDE

Contract Number: _____ Original term of contract: _____ to _____

Contract Renewal Term: _____ to _____ Number of Renewal Options Left _____

This contract renewal shall be for the period of one (1) year if agreed to by HCDE and awarded vendor.

Approved by Harris County Department of Education:

Jesus J. Amezcua, Ph.D., CPA, RTSBA
Assistant Superintendent for Business Services

Approval Date

Regular Board Meeting**6.E.4.**

Meeting Date:	January 15, 2020		
Title:	Renewal Option for RFQ 17/015KJ Architectural Design Services		
Submitted For:	Bill Monroe, Purchasing	Submitted By:	Inga Ash
Recommended Action:	Approve	HCDE Goal(s):	1. Impact education/respond to evolving needs
Additional Resource Personnel:	Dr. Jesus Amezcua, Bill Monroe, Kendra Jackson, Inga Ash	Facilities/Technology Approval Needed?:	None

Information**Posted Agenda Item:**

Contract renewal option for job no. 17/015KJ for Architectural Design Services with the following vendor: Cre8 Architects for the period of 01/19/2020 through 01/18/2021.

Subject:

Renewal, Architectural Design Services

Rationale:

Consider renewal option for RFQ 17/015KJ for Architectural Design Services for the period of 01/19/2020 through 01/18/2021 with the following vendors:

- Cre8 Architects

This RFQ was issued to acquire a pool of architects to be contracted as needed. A total of seventy-two (72) Invitation to propose were sent to potential architectural vendors of which six (6) responses were received. Five (5) architects were chosen, based on qualifications and demonstrated competence. The RFQ allows for a contract period of one year with option to renew annually up to four additional years. The original contract period began on 01/19/2017 through 01/18/2018. Contracts will be negotiated as needed by HCDE.

Contract is in accordance with Government Code 2254 (Procuring Professional Services).

Fiscal Impact**Attachments**

Execution of Offer

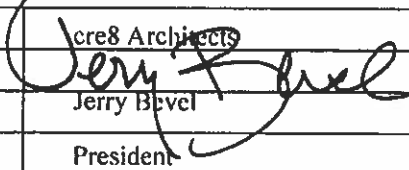
Form Review

Inbox	Reviewed By	Date
Purchasing	Bill Monroe	12/13/2019 01:37 PM
Assistant Superintendent - Business	Jesus Amezcua	01/05/2020 09:18 PM
Form Started By: Inga Ash		Started On: 12/13/2019 08:33 AM
Final Approval Date: 01/05/2020		

**HARRIS COUNTY DEPARTMENT OF EDUCATION
EXECUTION OF OFFER – CONTRACT RENEWAL**

The undersigned company representative has carefully examined all instructions, requirements, specifications, terms, and conditions of the original proposal and this contract renewal and certifies:

- 1) It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the original RFP.
- 2) All statements, information, and representations prepared and submitted in response to this contract renewal request are current, complete, true, and accurate.
- 3) It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
- 4) It shall be bound by all statements, representations, warranties, and guarantees made in the original proposal and the updated terms and conditions.
- 5) That all of the requirements of this contract renewal have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by HCDE if not otherwise noted.
- 6) The individual signing below has authority to enter into this contract renewal on behalf of Vendor.
- 7) Vendor acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
- 8) This contract is subject to purchase orders duly authorized and executed by HCDE.

CORPORATE NAME:	Cre8 Architects		
AUTHORIZED SIGNATURE:			
PRINT NAME:	Jerry Bevel		
TITLE:	President		
DATE:	27 November 2019		
ADDRESS:	3815 Montrose Boulevard, Suite 123		
CITY, STATE, ZIP CODE:	Houston, TX 77006		
PHONE:	713-526-2738	FAX:	
EMAIL ADDRESS:	jerry.bevel@cre8housteon.com		

This section to be completed by HCDE

Contract Number: _____ Original term of contract: _____ to _____

Contract Renewal Term: _____ to _____ Number of Renewal Options Left _____

This contract renewal shall be for the period of one (1) year if agreed to by HCDE and awarded vendor.

Approved by Harris County Department of Education:

Jesus J. Amezcua, Ph.D., CPA, RTSBA
Assistant Superintendent for Business Services

Approval Date

Regular Board Meeting**6.E.5.****Meeting Date:** January 15, 2020**Title:** Renewal Options for Job No.17/024YR CASE for Kids Consultants and Trainers**Submitted For:** Bill Monroe, Purchasing**Submitted By:** Inga Ash**Recommended Action:** Approve**HCDE Goal(s):** 1. Impact education/respond to evolving needs**Additional Resource Personnel:** Dr. Jesus Amezcua, Bill Monroe, Inga Ash**Facilities/Technology Approval Needed?:** None**Information****Posted Agenda Item:****Contract renewal options for job no. 17/024YR CASE for Kids Consultants and Trainers with the following vendors:** edOpp Solutions, LLC; and Training and Leadership Consulting for the period of 02/28/2020 through 02/27/2021.**Subject:**

Consultants and Trainers; CASE for Kids

Rationale:

Consider approval of renewal options for job no. 17/024YR CASE for Kids Consultants and Trainers for the period of 02/28/2020 through 02/27/2021 with the following vendors:

- edOpp Solutions, LLC
- Training and Leadership Consulting

The purpose of this proposal was to acquire consultants and trainers for the CASE division. A total of sixty-six (66) invitations were sent through the eBid System of which fourteen (14) responses were received; four (4) responses were deemed as non-responsive ten (10) responses were evaluated, scored, and the vendors offering the best value to HCDE were chosen.

These consultant-contractors will be used on an as needed basis in accordance with CH Local approval requirements. The scope of work and deliverables will be reviewed by the CASE Director based on program needs. The contractors scope of work will be reviewed to meet IRS guidelines for consultants.

The original contract period began from 02/28/2017 through 02/27/2018 with an option to renew annually up to four (4) additional years. Contract is in accordance with Texas Education Code 44.031.

Fiscal Impact**Attachments**

Execution of Offer

Form Review**Inbox**

Purchasing
 Assistant Superintendent - Business
 Form Started By: Inga Ash
 Final Approval Date: 01/05/2020

Reviewed By

Bill Monroe
 Jesus Amezcua

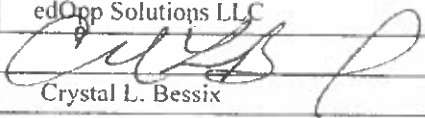
Date

12/13/2019 02:22 PM
 01/05/2020 09:18 PM
 Started On: 12/13/2019 01:38 PM

**HARRIS COUNTY DEPARTMENT OF EDUCATION
EXECUTION OF OFFER – CONTRACT RENEWAL**

The undersigned company representative has carefully examined all instructions, requirements, specifications, terms, and conditions of the original proposal and this contract renewal and certifies:

- 1) It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the original RFP.
- 2) All statements, information, and representations prepared and submitted in response to this contract renewal request are current, complete, true, and accurate.
- 3) It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
- 4) It shall be bound by all statements, representations, warranties, and guarantees made in the original proposal and the updated terms and conditions.
- 5) That all of the requirements of this contract renewal have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by HCDE if not otherwise noted.
- 6) The individual signing below has authority to enter into this contract renewal on behalf of Vendor.
- 7) Vendor acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
- 8) This contract is subject to purchase orders duly authorized and executed by HCDE.

CORPORATE NAME:	edOpp Solutions LLC		
AUTHORIZED SIGNATURE:			
PRINT NAME:	Crystal L. Bessix		
TITLE:	President		
DATE:	11/27/19		
ADDRESS:	5450 NW Central Dr., Suite 309		
CITY, STATE, ZIP CODE:	Houston, TX 77092		
PHONE:	832-429-7049	FAX:	N/A
EMAIL ADDRESS:	cjbessix@edoppsolutions.com		

This section to be completed by HCDE

Contract Number: _____ Original term of contract: _____ to _____

Contract Renewal Term: _____ to _____ Number of Renewal Options Left _____

This contract renewal shall be for the period of one (1) year if agreed to by HCDE and awarded vendor.

Approved by Harris County Department of Education:

Jesus J. Amezcua, Ph.D., CPA, RTSBA
Assistant Superintendent for Business Services

Approval Date

**HARRIS COUNTY DEPARTMENT OF EDUCATION
EXECUTION OF OFFER – CONTRACT RENEWAL**

The undersigned company representative has carefully examined all instructions, requirements, specifications, terms, and conditions of the original proposal and this contract renewal and certifies:

- 1) It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the original RFP.
- 2) All statements, information, and representations prepared and submitted in response to this contract renewal request are current, complete, true, and accurate.
- 3) It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
- 4) It shall be bound by all statements, representations, warranties, and guarantees made in the original proposal and the updated terms and conditions.
- 5) That all of the requirements of this contract renewal have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by HCDE if not otherwise noted.
- 6) The individual signing below has authority to enter into this contract renewal on behalf of Vendor.
- 7) Vendor acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
- 8) This contract is subject to purchase orders duly authorized and executed by HCDE.

CORPORATE NAME:	Training & Leadership Consulting LLC		
AUTHORIZED SIGNATURE:	<i>Demetra C. Jones</i>		
PRINT NAME:	Demetra C. Jones		
TITLE:	CEO/Owner		
DATE:	November 26, 2019		
ADDRESS:	3453 N. MacGregor Way		
CITY, STATE, ZIP CODE:	Houston, TX 77004		
PHONE:	713-900-1773	FAX:	713-623-1771
EMAIL ADDRESS:	info@tlconsultingusa.com		

This section to be completed by HCDE

Contract Number: _____ Original term of contract: _____ to _____

Contract Renewal Term: _____ to _____ Number of Renewal Options Left _____

This contract renewal shall be for the period of one (1) year if agreed to by HCDE and awarded vendor.

Approved by Harris County Department of Education:

Jesus J. Amezcua, Ph.D., CPA, RTSBA
Assistant Superintendent for Business Services

Approval Date

Regular Board Meeting

7.A.

Meeting Date: January 15, 2020

Title: Consider approval of the 2018-2019 Annual Financial Audit, the fund balance categories and amounts as presented in the report

Submitted For: Bill Monroe, Purchasing **Submitted By:** Yaritza Roman

Additional Resource Personnel: Stephanie Wright

Information

Posted Agenda Item:

Consider acceptance of the 2018-2019 Annual Financial Audit, the fund balance categories and amounts as presented in the report and in the attached resolution for committed fund balance. The audit was conducted by Whitley Penn LLP.

Subject:

Consider approval of the 2018-2019 Annual Financial Audit, the fund balance categories and amounts as presented in the report. The audit was conducted by Whitley Penn LLP.

Rationale:

Consider approval of the 2018-2019 Annual Financial Audit, the fund balance categories and amounts as presented in the report. The audit was conducted by Whitley Penn LLP.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing	Bill Monroe	01/06/2020 10:50 AM
Form Started By: Yaritza Roman		Started On: 01/06/2020 10:19 AM
Final Approval Date: 01/06/2020		

HARRIS COUNTY DEPARTMENT OF EDUCATION

FY 2020-21 Budget Planning Calendar



	Date	Activity	Location	Participants
Budget Planning		Budget Planning with Budget Analyst & Accounting Staff		
	Thursday, December 12, 2019	Strategic Planning Process Begins Cost of Service level to ISD	N/A	Divisions
	Wednesday, December 18, 2019	Cost of Services Report due Board Budget Committee	12:00 PM Board Room	Board
	January 6 - 10, 2020	1st Qtr. Budget Review Meetings	304	Budget Managers
	Friday, January 10, 2020	Accountability Steering Committee	503	Budget Managers
	Wednesday, January 15, 2020	<u>Board Meeting, 1 PM</u> Approve proposed calendar for FY 2020-21 Budget Year	1 PM Board Room	Board
	Wednesday, February 12, 2020	Budget Information & Instructions Available on the HCDE portal	N/A	Business Svcs
Needs Assessment and Budget Development	Tuesday, February 11, 2020	Budget Planning / Preparation Training Needs Assessment to be conducted	1 PM Room 400 N/A	Business Svcs - Budget Mgrs Divisions
	Friday, February 14, 2020	Budget Entry Training	9 AM Lab 500	Business Svcs - Budget Entry
	Tuesday, February 18, 2020	Budget Entry Training	9 AM Lab 500	Business Svcs - Budget Entry
	Thursday, February 27, 2020	DUE: Proposed Budgets to Business Analyst	N/A	Budget Mgrs
	March 9 - 13, 2020	Spring Break		Department Closed
	March 16 to 20, 2020	2nd Qtr. Budget Review Meetings	304	Budget Managers
	Wednesday, March 25, 2020	DUE: Risk Assessment - Mid-Year Evaluation	Bus. Office	Budget Mgrs
Budget Analysis and Superintendent Review	Friday, March 20, 2020	Final FY20-21 Accountability Objectives to be sent to Research & Evaluation / Budget Manager Overview Form	N/A	Budget Managers
	Wednesday, April 01, 2020	Budget Committee Planning Workbook to Budget Committee		Business Analyst
	Thursday, April 02, 2020	Budget Committee Planning Meeting	400A	HCDE Budget Committee
	Thursday, April 02, 2020	SWOT Analysis for Divisions	N/A	Budget Managers
	Wednesday, April 08, 2020	HCDE Goals & Strategic Plan Integration - Executive Team Leaders (ELT) - Annual Review	N/A	ELT Members
	April 2 - 24, 2020	Division Budget Presentations	400A	HCDE Budget Committee
	Thursday, April 30, 2020	Supt. Budget Review Session: Draft 1 Proposed Budget	400 A	Superintendent, Bus.Svcs Assistant Superintendents
Board Workshops (Tentative)	Tuesday, May 26, 2020	Agenda Items Due	N/A	Business Svcs
	Wednesday, June 10, 2020	Budget Work Session #1	400A	Board Budget Committee
	Wednesday, June 17, 2020	Final Accountability Objectives Presented to the Board	Board Room	Superintendent, Bus. Svcs
	Thursday, June 18, 2020	Supt. Budget Review Session: Draft 2 Proposed Budget	400A	Superintendent, Bus. Svcs
	Friday, June 26, 2020	Post <u>Budget Notice</u> in the <u>Houston Chronicle</u> and Post Budget on the web	N/A	Business Svcs
	June 22 - 26, 2020	3rd Qtr. Budget Review Meetings	304	Budget Managers
	Wednesday, July 15, 2020	Budget Work Session #2	100A	Board Budget Committee Superintendent, Bus. Svcs
Budget Approval (Tentative)	Friday, August 21, 2020	(1) Board Budget Committee Present Finalized Budget and Make Recommendation (2) Public Hearing on the Budget, 12:00 PM (3) <u>Board Meeting, 1:00 PM</u>	Board Room	Board Budget Committee, Superintendent, Bus. Svcs Board Board
	Saturday, August 29, 2020	Risk Assessment Year-End Evaluation	N/A	Divisions
	Tuesday, September 01, 2020	FY21 Budget is effective		
	Tuesday, September 15, 2020	Accountability Meeting Year End Reports		Division Managers
	Wednesday, October 14, 2020	Board Presentation of Risk Assessment Document	Board Room	Board
	October 24 - 28, 2020	4th Qtr. Budget Review Meetings	304	Budget Managers

Board Budget Committee: Sumners (Chair), Colbert

HCDE Budget Committee: Colbert, Parker, Clark, Bartz, Truitt, Amezcua, Wright and Martinez

Regular Board Meeting

7.C.

Meeting Date: January 15, 2020

Title:

Submitted For: Jaime Martinez, Business Office

Submitted By: Jaime Martinez

Recommended Action: Approve

HCDE Goal(s):
1. Impact education/respond to evolving needs
2. Deliver value responsibly
4. Provide cost savings by leveraging tax dollars

Additional Resource Personnel: Stephanie Wright

Facilities/Technology Approval Needed?: None

Information

Posted Agenda Item:

Consider approval of FY 2019-2020 Investment Resolution for the annual review of HCDE's Investment Policy, Broker Dealers, and Investment Trainers in accordance with the Public Funds Investment Act.

Subject:

Investment Resolution; Broker Dealers; Approved Trainers

Rationale:

The Public Funds Investment Act requires the annual review and approval of the Harris County Department of Education investment policy and adoption of a resolution (attached). In accordance with the Public Funds Investment Act, Texas Government Code 2256.005(k), the Board of Trustees must review and adopt a list of qualified brokers and dealers on an annual basis. HCDE policy allows all brokers and dealers offering to engage in investment transactions with the Department to be included on the list provided they complete and return a Broker/Dealer Certification form. Business Services sent out packets including a cover letter, the HCDE investment policy CDA (LOCAL), the RESOLUTION OF THE BOARD REGARDING REVIEW OF THE INVESTMENT PROGRAM, a Broker Dealer questionnaire, and the Broker Dealer Certification form. The forms are included in this agenda item.

Consider approval of authorized list of FY20 Broker Dealers:

1. Federated Investors, Inc. (Tex Pool)
2. Hilltop Securities, Inc.(TexSTAR)
3. First Public, LLC (LoneStar)
4. JP Morgan Chase
5. Public trust Advisors, LLC - Texas CLASS
6. BOK Financial – Bank of Texas
7. Cantor Fitzgerald & Co
8. FTN Financial
9. Mizuno SC
10. Water Walker Investments

In accordance with the Public Funds Investment Act, the board must approve organizations to secure acceptable training in compliance with Chapter 2256:

1. Government Treasurer’s Organization of Texas (GTOT)
2. Governments Finance Officer Association of the United States and Canada (GFOA)

- 3. Association of School Business Officials (ASBO)
- 4. Harris County Department of Education School Finance Council (HCDE-SFC)
- 5. Region IX Education Service Center

Fiscal Impact

Attachments

Broker Dealer Questionnaire
Broker Dealer Certification
Policy CDA Legal
Policy CDA Local
Policy CDA Exhibit
Board Resolution FY20

Form Review

Inbox

Assistant Superintendent - Business
Form Started By: Jaime Martinez
Final Approval Date: 12/10/2019

Reviewed By

Jesus Amezcua

Date

12/10/2019 11:33 PM
Started On: 12/10/2019 10:44 AM

**HARRIS COUNTY DEPARTMENT OF EDUCATION
Broker Dealer Questionnaire**

Firm Name: _____
CRD Number: _____
Office Servicing _____
Account: _____
Address: _____

Primary Representative: _____
Phone: _____
Fax: _____
E-mail: _____
CRD Number: _____

Secondary Representative or Sales Assistant: _____
Phone: _____
E-Mail: _____
CRD Number: _____

Branch Manager: _____
Phone: _____

Is your firm designated as a *primary dealer* by the Federal Reserve? * _____
If not, does your firm maintain an inventory? (dealer status) * _____

Is the firm registered with the State of Texas State Securities Board? * _____
Is the firm and all its representatives registered with the FINRA? * _____
In what market sectors does the account representative specialize? _____
List 3 public clients currently with this representative: Name, Contact Person, Phone No.

**If the answer to any of these questions is no, please attach an additional page and explain each separately.*

Complete delivery instructions: **All transactions will be completed delivery versus payment.**

Please complete this form and return it along with any additional documentation deemed necessary by the firm in order to conduct business with Harris County Department of Ed.

HARRIS COUNTY DEPARTMENT OF EDUCATION
Broker Dealer Certification Form
As required by Texas Government Code 2256.005(k)

I, as a registered principal or manager for the firm _____
_____ do hereby certify that I, and the broker
covering this account, _____ have
received and reviewed the investment policy of Harris County Department of
Education.

We acknowledge that this firm has implemented reasonable internal procedures
and controls in an effort to preclude investment transactions conducted between
this firm and Harris County Department of Education that are NOT authorized by
the organization's investment policy. The firm cannot be held responsible for the
makeup of the organization's entire portfolio or an interpretation of said portfolio,
which requires an analysis of subjective investment standards.

Signature: _____

Name: _____

Title: _____

Date: _____ email: _____

Phone: _____

**Please complete and return this form along with any additional
documentation deemed necessary by the firm in order to conduct business
with Harris County Department of Education.**

Table of Contents	Definitions	2
	Bond Proceeds.....	2
	Investment Pool.....	2
	Pooled Fund Group	2
	Separately Invested Asset	2
	Pledged Revenue.....	2
	Repurchase Agreement.....	2
	Hedging.....	2
	Corporate Bond	3
	Written Policies	3
	Annual Review	4
	Annual Audit	4
	Investment Strategies.....	4
	Investment Officer	4
	Investment Training	5
	Standard of Care	6
	Selection of Broker	8
	Bond Proceeds.....	8
	Authorized Investments	8
	Obligations of Governmental Entities.....	8
	Certificates of Deposit and Share Certificates.....	10
	Repurchase Agreements	11
	Securities Lending Program	12
	Banker's Acceptances	13
	Commercial Paper.....	13
	Mutual Funds.....	13
	Guaranteed Investment Contracts	14
	Investment Pools.....	15
	Corporate Bonds	16
	Hedging Transactions.....	16
	Prohibited Investments	17
	Loss of Required Rating	17
	Sellers of Investments	18
	Business Organization.....	18
	Donations	18
	Electronic Funds Transfer.....	19

All investments made by a district shall comply with the Public Funds Investment Act (Texas Government Code Chapter 2256, Subchapter A) and all federal, state, and local statutes, rules, or regulations. *Gov't Code 2256.026*

Definitions

Bond Proceeds	"Bond proceeds" means the proceeds from the sale of bonds, notes, and other obligations issued by a district, and reserves and funds maintained by a district for debt service purposes.
Investment Pool	"Investment pool" means an entity created under the Texas Government Code to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield.
Pooled Fund Group	"Pooled fund group" means an internally created fund of a district in which one or more institutional accounts of a district are invested.
Separately Invested Asset	"Separately invested asset" means an account or fund of a district that is not invested in a pooled fund group. <i>Gov't Code 2256.002(1), (6), (9), (12)</i>
Pledged Revenue	"Pledged revenue" means money pledged to the payment of or as security for: <ol style="list-style-type: none">1. Bonds or other indebtedness issued by a district;2. Obligations under a lease, installment sale, or other agreement of a district; or3. Certificates of participation in a debt or obligation described by item 1 or 2. <i>Gov't Code 2256.0208(a)</i>
Repurchase Agreement	"Repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date obligations, described by Government Code 2256.009(a)(1) (obligations of governmental entities) or 2256.013 (commercial paper) or if applicable, 2256.0204 (corporate bonds), at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and a reverse security repurchase agreement. <i>Gov't Code 2256.011(b)</i>
Hedging	"Hedging" means acting to protect against economic loss due to price fluctuation of a commodity or related investment by entering

into an offsetting position or using a financial agreement or producer price agreement in a correlated security, index, or other commodity.

Eligible Entity

“Eligible entity” means a political subdivision that has:

1. A principal amount of at least \$250 million in outstanding long-term indebtedness, long-term indebtedness proposed to be issued, or a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued; and
2. Outstanding long-term indebtedness that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation.

Eligible Project

“Eligible project” has the meaning assigned by Government Code 1371.001 (issuance of obligations for certain public improvements).

Gov’t Code 2256.0207(a)

Corporate Bond

“Corporate bond” means a senior secured debt obligation issued by a domestic business entity and rated not lower than “AA-” or the equivalent by a nationally recognized investment rating firm. The term does not include a debt obligation that, on conversion, would result in the holder becoming a stockholder or shareholder in the entity, or any affiliate or subsidiary of the entity, that issued the debt obligation, or is an unsecured debt obligation. *Gov’t Code 2256.0204(a)*

Written Policies

The board shall adopt by rule, order, ordinance, or resolution, as appropriate, a written investment policy regarding the investment of its funds and funds under its control. The investment policies must primarily emphasize safety of principal and liquidity and must address investment diversification, yield, and maturity and the quality and capability of investment management. The policies must include:

1. A list of the types of authorized investments in which the district’s funds may be invested;
2. The maximum allowable stated maturity of any individual investment owned by the district;
3. For pooled fund groups, the maximum dollar-weighted average maturity allowed based on the stated maturity date of the portfolio;

4. Methods to monitor the market price of investments acquired with public funds;
5. A requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis; and
6. Procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the provisions of Government Code 2256.021 [see Loss of Required Rating, below].

Gov't Code 2256.005(a), (b)

Annual Review The board shall review its investment policy and investment strategies not less than annually. The board shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies. *Gov't Code 2256.005(e)*

Annual Audit A district shall perform a compliance audit of management controls on investments and adherence to the district's established investment policies. The compliance audit shall be performed in conjunction with the annual financial audit. *Gov't Code 2256.005(m)*

Investment Strategies As an integral part of the investment policy, the board shall adopt a separate written investment strategy for each of the funds or group of funds under the board's control. Each investment strategy must describe the investment objectives for the particular fund using the following priorities in order of importance:

1. Understanding of the suitability of the investment to the financial requirements of the district;
2. Preservation and safety of principal;
3. Liquidity;
4. Marketability of the investment if the need arises to liquidate the investment before maturity;
5. Diversification of the investment portfolio; and
6. Yield.

Gov't Code 2256.005(d)

Investment Officer A district shall designate by rule, order, ordinance, or resolution, as appropriate, one or more officers or employees as investment officer(s) to be responsible for the investment of its funds consistent

with the investment policy adopted by the board. If the board has contracted with another investing entity to invest its funds, the investment officer of the other investing entity is considered to be the investment officer of the contracting board's district. In the administration of the duties of an investment officer, the person designated as investment officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs, but the board retains the ultimate responsibility as fiduciaries of the assets of the district. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the district. Authority granted to a person to invest the district's funds is effective until rescinded by the district or until termination of the person's employment by a district, or for an investment management firm, until the expiration of the contract with the district. *Gov't Code 2256.005(f)*

A district or investment officer may use the district's employees or the services of a contractor of the district to aid the investment officer in the execution of the officer's duties under Government Code, Chapter 2256. *Gov't Code 2256.003(c)*

Investment Training Investment training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Public Funds Investment Act. *Gov't Code 2256.008(c)*

Initial Within 12 months after taking office or assuming duties, the treasurer, the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a district shall attend at least one training session from an independent source approved by the board or a designated investment committee advising the investment officer. This initial training must contain at least ten hours of instruction relating to their respective responsibilities under the Public Funds Investment Act. *Gov't Code 2256.008(a)*

Ongoing The treasurer, or the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a district shall attend an investment training session not less than once in a two-year period that begins on the first day of the district's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than eight hours of instruction relating to investment responsibilities under the Public Funds Investment Act from an independent source approved by the board or by a designated investment committee advising the investment officer. *Gov't Code 2256.008(a-1)*

Exception The ongoing training requirement does not apply to the treasurer, chief financial officer, or investment officer of a district if:

1. The district does not invest district funds or only deposits those funds in interest-bearing deposit accounts or certificates of deposit as authorized by Government Code 2256.010; and
2. The treasurer, chief financial officer, or investment officer annually submits to the agency a sworn affidavit identifying the applicable criteria under item 1 that apply to the district.

Gov't Code 2256.008(g)

Standard of Care

Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following objectives, in order of priority:

1. Preservation and safety of principal;
2. Liquidity; and
3. Yield.

In determining whether an investment officer has exercised prudence with respect to an investment decision, the following shall be taken into consideration:

1. The investment of all funds, or funds under the district's control, over which the officer had responsibility rather than the prudence of a single investment; and
2. Whether the investment decision was consistent with the district's written investment policy.

Gov't Code 2256.006

Personal Interest

A district investment officer who has a personal business relationship with a business organization offering to engage in an investment transaction with the district shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity, as determined by Government Code Chapter 573 (nepotism prohibition), to an individual seeking to sell an investment to the investment officer's district shall file a statement disclosing that relationship. A required statement must be filed with the board and with the Texas Ethics Commission. For purposes of this policy, an investment officer has a personal business relationship with a business organization if:

1. The investment officer owns ten percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
2. Funds received by the investment officer from the business organization exceed ten percent of the investment officer's gross income for the previous year; or
3. The investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.

Gov't Code 2256.005(i)

Quarterly Reports

Not less than quarterly, 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 for the preceding reporting period. This report shall be presented not less than quarterly to the board and the superintendent within a reasonable time after the end of the period. The report must:

1. Describe in detail the investment position of the district on the date of the report;
2. Be prepared jointly and signed by all district investment officers;
3. Contain a summary statement of each pooled fund group that states the:
 - a. Beginning market value for the reporting period;
 - b. Ending market value for the period; and
 - c. Fully accrued interest for the reporting period;
4. State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
5. State the maturity date of each separately invested asset that has a maturity date;
6. State the account or fund or pooled group fund in the district for which each individual investment was acquired; and
7. State the compliance of the investment portfolio of the district as it relates to the investment strategy expressed in the district's investment policy and relevant provisions of the Public Funds Investment Act.

If a district invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the investment officers shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the board by that auditor.

Gov't Code 2256.023

Selection of Broker

The board or the designated investment committee shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with a district.

Gov't Code 2256.025

Bond Proceeds

The investment officer of a district may invest bond proceeds or pledged revenue only to the extent permitted by the Public Funds Investment Act, in accordance with:

1. Statutory provisions governing the debt issuance or the agreement, as applicable; and
2. The district's investment policy regarding the debt issuance or the agreement, as applicable.

Gov't Code 2256.0208(b)

Authorized Investments

A board may purchase, sell, and invest its funds and funds under its control in investments described below, in compliance with its adopted investment policies and according to the standard of care set out in this policy. *Gov't Code 2256.003(a)*

In the exercise of these powers, the board may contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control. A contract made under this authority may not be for a term longer than two years. A renewal or extension of the contract must be made by the board by order, ordinance, or resolution. *Gov't Code 2256.003(b)*

The board may specify in its investment policy that any authorized investment is not suitable. *Gov't Code 2256.005(j)*

Obligations of
Governmental
Entities

The following are authorized investments:

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks;

2. Direct obligations of this state or its agencies and instrumentalities;
3. Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
4. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state, the United States, or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the explicit full faith and credit of the United States;
5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;
6. Bonds issued, assumed, or guaranteed by the state of Israel;
7. Interest-bearing banking deposits that are guaranteed or insured by the FDIC or its successor, or the National Credit Union Share Insurance Fund or its successor; and
8. Interest-bearing banking deposits other than those described at item 7 above if:
 - a. The funds are invested through a broker with a main office or a branch office in this state that the district selects from a list the board or designated investment committee of the district adopts as required at Selection of Broker above or a depository institution with a main office or a branch office in this state and that the district selects;
 - b. The broker or depository institution selected as described above arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the district's account;
 - c. The full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and
 - d. The district appoints as the district's custodian of the banking deposits issued for the district's account the de-

pository institution selected as described above, an entity described by Government Code 2257.041(d) (custodian with which to deposit securities), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating under Rule 15c3-3 (17 C.F.R. Section 240.15c3-3).

Gov't Code 2256.009(a)

*Unauthorized
Obligations*

The following investments are not authorized:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
3. Collateralized mortgage obligations that have a stated final maturity date of greater than ten years; and
4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Gov't Code 2256.009(b)

Certificates of
Deposit and Share
Certificates

A certificate of deposit or share certificate is an authorized investment if the certificate is issued by a depository institution that has its main office or a branch office in Texas and is:

1. Guaranteed or insured by the FDIC or its successor or the National Credit Union Share Insurance Fund or its successor;
2. Secured by obligations described at Obligations of Governmental Entities, above, including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities described at Unauthorized Obligations, above; or
3. Secured in accordance with Government Code Chapter 2257 (Public Funds Collateral Act) or in any other manner and amount provided by law for the deposits of the district.

Gov't Code 2256.010(a)

In addition to the authority to invest funds in certificates of deposit under the previous section, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment:

1. The funds are invested by the district through a broker that has its main office or a branch office in this state and is selected from a list adopted by the district as required at Selection of Broker, above or a depository institution that has its main office or a branch office in this state and that is selected by the district;
2. The broker or depository institution selected by the district arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the district;
3. The full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
4. The district appoints the depository institution selected by the district, an entity described by Government Code 2257.041(d) (custodian with which to deposit securities), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the district with respect to the certificates of deposit issued for the account of the district.

Gov't Code 2256.010(b)

The district's investment policies may provide that bids for certificates of deposit be solicited orally, in writing, electronically, or in any combination of those methods. *Gov't Code 2256.005(c)*

Repurchase
Agreements

A fully collateralized repurchase agreement is an authorized investment if it:

1. Has a defined termination date;
2. Is secured by a combination of cash and obligations described by Government Code 2256.009(a)(1) (obligations of governmental entities) or 2256.013 (commercial paper) or if applicable, 2256.0204 (corporate bonds);
3. Requires the securities being purchased by the district or cash held by the district to be pledged to the district, held in the district's name, and deposited at the time the investment is made with the district or a third party selected and approved by the district; and
4. Is placed through a primary government securities dealer, as defined by the Federal Reserve or a financial institution doing business in Texas.

The term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered. Money received by a district under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution of a repurchase agreement by a district.

Gov't Code 2256.011

Securities Lending
Program

A securities lending program is an authorized investment if:

1. The value of securities loaned is not less than 100 percent collateralized, including accrued income;
2. A loan allows for termination at any time;
3. A loan is secured by:
 - a. Pledged securities described at Obligations of Governmental Entities, above;
 - b. Pledged irrevocable letters of credit issued by a bank that is organized and existing under the laws of the United States or any other state, and continuously rated by at least one nationally recognized investment rating firm at not less than A or its equivalent; or
 - c. Cash invested in accordance with Government Code 2256.009 (obligations of governmental entities), 2256.013 (commercial paper), 2256.014 (mutual funds), or 2256.016 (investment pools);
4. The terms of a loan require that the securities being held as collateral be pledged to the district, held in the district's name, and deposited at the time the investment is made with the district or with a third party selected by or approved by the district; and
5. A loan is placed through a primary government securities dealer, as defined by 5 C.F.R. Section 6801.102(f), as that regulation existed on September 1, 2003, or a financial institution doing business in this state.

An agreement to lend securities under a securities lending program must have a term of one year or less.

Gov't Code 2256.0115

Banker's
Acceptances

A banker's acceptance is an authorized investment if it:

1. Has a stated maturity of 270 days or fewer from the date of issuance;
2. Will be, in accordance with its terms, liquidated in full at maturity;
3. Is eligible for collateral for borrowing from a Federal Reserve Bank; and
4. Is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating by at least on nationally recognized credit rating agency.

Gov't Code 2256.012

Commercial Paper

Commercial paper is an authorized investment if it has a stated maturity of 365 days or fewer from the date of issuance; and is rated not less than A-1 or P-1 or an equivalent rating by at least:

1. Two nationally recognized credit rating agencies; or
2. One nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States law or any state.

Gov't Code 2256.013

Mutual Funds

A no-load money market mutual fund is an authorized investment if the mutual fund:

1. Is registered with and regulated by the Securities and Exchange Commission;
2. Provides the district with a prospectus and other information required by the Securities and Exchange Act of 1934 (15 U.S.C. 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. 80a-1 et seq.); and
3. Complies with federal Securities and Exchange Commission Rule 2a-7 (17 C.F.R. Section 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.).

Gov't Code 2256.014(a)

In addition to the no-load money market mutual fund authorized above, a no-load mutual fund is an authorized investment if it:

1. Is registered with the Securities and Exchange Commission;
2. Has an average weighted maturity of less than two years; and
3. Either has a duration of:
 - a. One year or more and is invested exclusively in obligations approved by the Public Funds Investment Act, or
 - b. Less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities.

Gov't Code 2256.014(b)

Limitations

A district is not authorized to:

1. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in Government Code 2256.014(b);
2. Invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in Government Code 2256.014(b); or
3. Invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in Government Code 2256.014(a) or (b) in an amount that exceeds ten percent of the total assets of the mutual fund.

Gov't Code 2256.014(c)

Guaranteed
Investment
Contracts

A guaranteed investment contract is an authorized investment for bond proceeds if the guaranteed investment contract:

1. Has a defined termination date;
2. Is secured by obligations described at Obligations of Governmental Entities, above, excluding those obligations described at Unauthorized Obligations, in an amount at least equal to the amount of bond proceeds invested under the contract; and
3. Is pledged to the district and deposited with the district or with a third party selected and approved by the district.

Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested in a guaranteed investment contract with a term longer than five years from the date of issuance of the bonds.

To be eligible as an authorized investment:

1. The board must specifically authorize guaranteed investment contracts as eligible investments in the order, ordinance, or resolution authorizing the issuance of bonds;
2. The district must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;
3. The district must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;
4. The price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested; and
5. The provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution of a guaranteed investment contract by a district.

Gov't Code 2256.015

Investment Pools

A district may invest its funds or funds under its control through an eligible investment pool if the board by rule, order, ordinance, or resolution, as appropriate, authorizes the investment in the particular pool. *Gov't Code 2256.016, .019*

To be eligible to receive funds from and invest funds on behalf of a district, an investment pool must furnish to the investment officer or other authorized representative of the district an offering circular or other similar disclosure instrument that contains the information specified in Government Code 2256.016(b). To maintain eligibility, an investment pool must furnish to the investment officer or other authorized representative investment transaction confirmations and a monthly report that contains the information specified in Government Code 2256.016(c). A district by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds. *Gov't Code 2256.016(b)-(d)*

Corporate Bonds

A district that qualifies as an issuer as defined by Government Code 1371.001 [see CCF], may purchase, sell, and invest its funds and funds under its control in corporate bonds (as defined above) that, at the time of purchase, are rated by a nationally recognized investment rating firm "AA-" or the equivalent and have a stated final maturity that is not later than the third anniversary of the date the corporate bonds were purchased.

A district is not authorized to:

1. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds, reserves, and other funds held for the payment of debt service, in corporate bonds; or
2. Invest more than 25 percent of the funds invested in corporate bonds in any one domestic business entity, including subsidiaries and affiliates of the entity.

A district subject to these provisions may purchase, sell, and invest its funds and funds under its control in corporate bonds if the board:

1. Amends its investment policy to authorize corporate bonds as an eligible investment;
2. Adopts procedures to provide for monitoring rating changes in corporate bonds acquired with public funds and liquidating the investment in corporate bonds; and
3. Identifies the funds eligible to be invested in corporate bonds.

The district investment officer, acting on behalf of the district, shall sell corporate bonds in which the district has invested its funds not later than the seventh day after the date a nationally recognized investment rating firm:

1. Issues a release that places the corporate bonds or the domestic business entity that issued the corporate bonds on negative credit watch or the equivalent, if the corporate bonds are rated "AA-" or the equivalent at the time the release is issued; or
2. Changes the rating on the corporate bonds to a rating lower than "AA-" or the equivalent.

Gov't Code 2256.0204

Hedging
Transactions

The board of an eligible entity (as defined above) shall establish the entity's policy regarding hedging transactions. An eligible entity may enter into hedging transactions, including hedging contracts,

and related security, credit, and insurance agreements in connection with commodities used by an eligible entity in the entity's general operations, with the acquisition or construction of a capital project, or with an eligible project. A hedging transaction must comply with the regulations of the federal Commodity Futures Trading Commission and the federal Securities and Exchange Commission.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution by an eligible entity of a hedging contract and any related security, credit, or insurance agreement.

An eligible entity may:

1. Pledge as security for and to the payment of a hedging contract or a security, credit, or insurance agreement any general or special revenues or funds the entity is authorized by law to pledge to the payment of any other obligation.
2. Credit any amount the entity receives under a hedging contract against expenses associated with a commodity purchase.

An eligible entity's cost of or payment under a hedging contract or agreement may be considered an operation and maintenance expense, an acquisition expense, or construction expense of the eligible entity; or a project cost of an eligible project.

Gov't Code 2256.0206

Prohibited
Investments

Except as provided by Government Code 2270 (prohibited investments), a district is not required to liquidate investments that were authorized investments at the time of purchase. *Gov't Code 2256.017*

Note: As an "investing entity" under Government Code 2270.0001(7)(A), a district must comply with Chapter 2270, including reporting requirements, regarding prohibited investments in scrutinized companies listed by the comptroller in accordance with Government Code 2270.0201.

Loss of Required
Rating

An investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have the minimum rating. A district shall take all prudent measures that are consistent with its investment policy to liquidate an investment that does not have the minimum rating. *Gov't Code 2256.021*

**Sellers of
Investments**

A written copy of the investment policy shall be presented to any business organization (as defined below) offering to engage in an investment transaction with a district. The qualified representative of the business organization offering to engage in an investment transaction with a district shall execute a written instrument in a form acceptable to the district and the business organization substantially to the effect that the business organization has:

1. Received and reviewed the district investment policy; and
2. Acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the district and the organization that are not authorized by the district's investment policy, except to the extent that this authorization:
 - a. Is dependent on an analysis of the makeup of the district's entire portfolio;
 - b. Requires an interpretation of subjective investment standards; or
 - c. Relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

The investment officer of a district may not acquire or otherwise obtain any authorized investment described in the district's investment policy from a business organization that has not delivered to the district the instrument required above.

Gov't Code 2256.005(k)-(l)

Nothing in this section relieves the district of the responsibility for monitoring investments made by the district to determine that they are in compliance with the investment policy.

**Business
Organization**

For purposes of the provisions at Sellers of Investments above, "business organization" means an investment pool or investment management firm under contract with a district to invest or manage the district's investment portfolio that has accepted authority granted by the district under the contract to exercise investment discretion in regard to the district's funds.

Gov't Code 2256.005(k)

Donations

A gift, devise, or bequest made to a district to provide college scholarships for district graduates may be invested by the board as provided in Property Code 117.004 (Uniform Prudent Investor Act),

OTHER REVENUES
INVESTMENTS

CDA
(LEGAL)

unless otherwise specifically provided by the terms of the gift, devise, or bequest. *Education Code 45.107*

Investments donated to a district for a particular purpose or under terms of use specified by the donor are not subject to the requirements of the Public Funds Investment Act. *Gov't Code 2256.004(b)*

**Electronic Funds
Transfer**

A district may use electronic means to transfer or invest all funds collected or controlled by the district. *Gov't Code 2256.051*

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

Investment Scope

This investment policy covers all financial assets under the direct control of the Department. Transactions involving the purchase, sale, and maintenance of all Department financial investments are included within the jurisdiction of this policy.

Objectives and Priorities

The objectives of the investment policy are as follows and in the following order of priority:

1. To comply with the laws of the state of Texas as defined in Government Code, Chapter 2256, known as the Public Funds Investment Act.
2. To provide (1st) for the preservation and safety of principal, (2nd) liquidity and (3rd) yield, for of all Department funds.
3. To provide sufficient funds to meet the cash needs of the continuing operation of the Department.
4. To attain a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs, and consistent with current and future bank depository contracts.
5. To acquire diversification in the types, issues, and maturities of Department investments with due consideration to the quality of the investment.
6. Securities may be sold or exchanged before they mature if market conditions present an opportunity for the Department to benefit from the trade or if necessary to meet the cash needs of the Department. Under this investment policy, all investments shall be made with the intent of pursuing, at the time of purchase, the best rate of return on securities held until maturity, and not with the intent of speculative trading.
7. To maintain the highest professional and ethical standards, with capable and high-quality investment management, as custodians of the public trust.

Maturity Requirements and Restrictions

It is the objective of the Department to match the maturity of investment instruments to cash flow needs. The following restrictions apply to original maturities for all funds:

1. Investment securities shall not have an original stated maturity greater than two years, except as provided in number 7 below.
2. The term of a repurchase agreement shall not be greater than 90 days unless bond proceeds are invested, in which case, the maturity shall not exceed projected cash expenditures.

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

3. Commercial paper shall have a stated maturity no greater than 270 days.
4. Money market mutual funds shall have a dollar-weighted average stated maturity no greater than 90 days.
5. For pooled fund groups, the maximum-dollar-weighted average maturity allowed based on the stated maturity date of the portfolio shall be 180 days.
6. When bond proceeds are invested, the maturity shall not exceed projected cash expenditures.
7. In the event the Department receives a restricted gift or bequest intended as an endowment such amount maybe invested in a security to yield the annual income desired, but in no case shall the maturity of such investment be longer than five years.

**Department
Investment Officers**

The Assistant Superintendent—Business Services, Business Analyst, Chief Accounting Officer, and Senior Accountant shall be the Department's investment officer and may invest Department funds that are not immediately required to pay the obligations of the Department. The Assistant Superintendent Business Services may designate with the Superintendent's approval, two other employees to serve as investment officers. These investment officers are hereby bestowed all of the obligations and authorities provided by Chapter 2256, policy CDA(LEGAL) and this policy. It is the responsibility of the investment officers to monitor the contents of the portfolio, the available markets, and the relative values of competing instruments, and adjust the portfolio accordingly.

**Training
Requirements**

First 12 Months

In accordance with Chapter 2256, investment officers shall attend required formal training sessions within 12 months after taking office or assuming duties. Training must include education in investment controls, security risks, market risks, and compliance with Chapter 2256. Each investment officer must also attend continuing education as mandated by the Public Funds Investment Act.

Within 2 Year
Period

Compliance with Chapter 2256 and policy CDA(LEGAL) is required.

Organizations that will be utilized to secure acceptable training in compliance with Chapter 2256 include the following:

- Government Treasurer's Organization of Texas
- Government Finance Officer Association of the United States and Canada (GFOA)
- Association of School Business Officials (ASBO)

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

- Texas Association of School Business Officials (TASBO)
- Harris County Department of Education School Finance Council
- Region IV Education Service Center

Standard of Care

Investments shall be made with the judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. In determining whether the investment officers have exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the investment of all funds over which the officer has responsibility rather than a consideration as to the prudence of a single investment, and whether the investment decision was consistent with the Department's investment policy.

Liability

Department investment officers shall not be responsible for any loss of the Department's funds through the failure or negligence of any depository, nor any loss resulting from normal fluctuations in the market value of investments or collateral securities. Nothing in this section shall release the investment officers from responsibility for misappropriation of funds by him or her.

Ethics and Conflicts of Interest

Each investment officer shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair his or her ability to make impartial investment decisions. The investment officers shall disclose to the Board any material financial interests in financial institutions that conduct business with the Department and any personal financial/investment positions that could be related to the performance of the Department's portfolio. Each investment officer shall subordinate his or her personal investment transactions to those of the Department, particularly with regard to the timing of purchases and sales.

Each investment officer shall submit required disclosures to the Texas Ethics Commission and governing body if:

1. The officer has a personal business relationship with a business organization offering to engage in an investment transaction with the Department (as defined in 2256.005 (i) (1-3); or
2. The officer is related within the second degree by affinity or consanguinity, as determined under Chapter 573 of the Texas Government Code, to an individual seeking to transact investment business with the entity.

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

Audit

At least annually, the Department shall have an independent auditing firm perform a compliance audit of management controls on investments and adherence to the Board's established investment policies in conjunction with the annual financial audit. The Department's investment officers and the Department's investment procedures shall be subject to an annual compliance audit and any special audits as required. The external audit firm will formally review the monthly investment reports and report findings to the governing body during the annual audit process.

Internal Controls

The investment officers shall establish a system of internal controls which shall be documented in writing and approved by the Board. The internal controls shall be reviewed with the independent auditor on an annual basis. These controls shall be designed to control collusion and to implement a separation of functions including the separation of transaction authority from accounting and record-keeping. The controls shall also establish custodial safekeeping guidelines, procedures for the delegation of authority to subordinate staff, and specific limitations regarding securities losses and remedial action. Furthermore, the controls shall require written confirmation of telephone transactions and documentation of transactions and strategies. Controls shall include the requirement for two separate authorizations on the quote sheet to initiate the investment purchase.

Broker/Dealers

Prior to handling investments on behalf of the Department, brokers/dealers must submit required written documents in accordance with law. {See SELLERS OF INVESTMENTS, CDA (LEGAL)} Representatives of brokers/dealers shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC), and be in good standing with the Financial Industry Regulatory authority (FINRA). At the time the broker/dealer is considered by the Board, the record of complaints filed and resolutions available shall be provided to the Board.

Safekeeping

All purchased securities and collateral shall be held in safekeeping by the Department, or a Department account in a third-party financial institution, or with a Federal Reserve Bank.

Securities and collateral will be held by a third party custodian designated by the Department, and held in the Department's name as evidenced by safekeeping receipts of the institution with which the securities are deposited. Collateralization is required for all uninsured collected balances, plus accrued interest, if any. Collateral is valued at current market plus interest accrued through the date of valuation. Collateralized investments may require substitution of collateral. Any broker or financial institution requesting substitution

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

must contact the Department for approval and settlement. Should the collateral's market value exceed the required amount, any broker or financial institution may request approval from the Department to reduce collateral. Collateral reductions may be permitted only if the Department approves the reduction.

All certificates of deposit, insured by the U.S. Government, purchased outside the depository bank shall be held in safekeeping by either the Department or a Department account in a third-party financial institution. All certificates of deposit pledged by the depository bank shall be held in custody of a Federal Reserve Bank for safekeeping or be the subject of a valid pledge agreement designating the Department as the beneficiary of the pledge agreement; be insured by the U.S. Government; and be described in detail by a safekeeping receipt issued to the Department by the Federal Reserve Bank.

Securities and collateral will be held by a third party custodian designated by the Department, and held in the Department's name as evidenced by safekeeping receipts of the institution with which the securities are deposited. Collateralization is required for all uninsured collected balances, plus accrued interest, if any. Collateral is valued at current market plus interest accrued through the date of valuation. Collateralized investments may require substitution of collateral. Any broker or financial institution requesting substitution must contact the Department for approval and settlement. Should the collateral's market value exceed the required amount, any broker or financial institution may request approval from the Department to reduce collateral. Collateral reductions may be permitted only if the Department approves the reduction.

All pledged securities by the depository bank shall be held in safekeeping by the Department, or a Department account in a third party financial institution, or with a Federal Reserve Bank.

Securities and collateral will be held by a third party custodian designated by the Department, and held in the Department's name as evidenced by safekeeping receipts of the institution with which the securities are deposited. Collateralization is required for all uninsured collected balances, plus accrued interest, if any. Collateral is valued at current market plus interest accrued through the date of valuation. Collateralized investments may require substitution of collateral. Any broker or financial institution requesting substitution must contact the Department for approval and settlement. Should the collateral's market value exceed the required amount, any broker or financial institution may request approval from the Department to reduce collateral. Collateral reductions may be permitted only if the Department approves the reduction.

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

Delivery vs.
Payment

All funds involved in the settlement of transactions of investment securities shall be transferred using the delivery vs. payment (DVP) method through the Federal Reserve System. By so doing, Department funds or securities are not released by a third party until the counterparty presents the agreed-upon transaction.

Safety

The primary goal of the investment program is to ensure safety of principal to maintain liquidity, and to maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month period any market price losses resulting from interest-rate fluctuations.

Competitive Bids

It is the policy of the Department to require competitive bidding for all securities purchases and sales with the exception of those transactions involving money market mutual funds and public funds investment pools and when issued securities, which are deemed to be made at prevailing market rates. At least three bids or offers (which may be verbal, followed-up with the information in writing) must be solicited from approved broker dealers. In instances in which the exact security being offered cannot be found by competing dealers, offers on like securities may be used to establish a fair market price.

**Investment
Strategies by Fund**

The Department's investment strategies for each of its funds, including but not limited to operating, agency, debt service and capital projects, are incorporated into this investment policy as follows. The investment objectives for each of the following funds use the following priorities in order of importance: (1) understanding of the suitability of the investment to the financial requirements of the entity; (2) preservation and safety of principal; (3) liquidity; (4) marketability of the investment if the need arises to liquidate before maturity; (5) diversification of the investment portfolio; and (6) yield.

General Fund

The General Fund includes the operating and payroll accounts. The investment strategy for this fund has as its primary objective to ensure the preservation and safety of principal. Secondly, the objective shall be that anticipated cash flows are matched with adequate investment liquidity. These objectives shall be accomplished by purchasing quality short- to medium-term securities whose maturities closely match the funds cash flow requirements. The dollar average weighted maturity of general fund investments shall not exceed 365 days.

**Special Revenue
Fund**

The Special Revenue Fund includes food service, public activity, and consolidated application funds. The investment strategy for this fund has as its primary objectives safety, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

These objectives shall be accomplished by purchasing quality short-term securities and by investing in investment pools. The dollar average weighted maturity of general fund investments shall not exceed 365 days.

Debt Service Fund

The investment strategy for the Debt Service Fund has as its primary objective preservation and safety of principal. Secondly, the objective shall be sufficient liquidity to meet scheduled debt service payment obligations. The maximum maturity of any individual investment shall not exceed three years.

Capital Projects Fund

The investment strategy for the Capital Projects Fund has as its primary objective the preservation and safety of principal. The second objective is to ensure that anticipated cash flows are matched with adequate investment liquidity. These objectives shall be accomplished by purchasing short- to medium-term securities or investment pools. The maximum maturity of any individual investment shall not exceed three years.

Suitability

The primary investment objectives of the Department are preservation of principal and liquidity; income is secondary. The investments must be appropriate to meet the needs and circumstances of the Department's operating budget. The investment officers shall use reasonable judgment to determine whether the investment is applicable to the portfolio needs of the Department.

Preservation and Safety of Principal

The investment officers shall exercise diligence and thoroughness in making an investment transaction. Receipts for confirmations of trades will include information on trade date, par value, maturity, price, settlement date, and description of securities purchased, and they will show the Department as the purchaser.

Liquidity

Maturities of investments made shall be scheduled to coincide with projected cash flow needs, taking into account large routine expenditures (payroll, debt service payments, and general expenditures), anticipated payouts of capital project expenditures, sizable blocks of anticipated revenue, and periodic reimbursements from other funds or accounts. Investments will be made with the intent of pursuing, at the time of purchase, the best rate of return on securities held until maturity, and not with the intent of speculative trading. Securities, however, may be sold or exchanged before they mature if market conditions present an opportunity to benefit from the trade or if necessary to meet cash needs. Careful consideration will be given to the effect of the sale on the remaining portfolio.

Investment Diversification

The Department shall diversify the investment instruments within the portfolio to avoid incurring reasonable risks inherent in over-investing in specific instruments, individual financial institutions, or

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

maturities, so that no single investment or class of investments can have a disproportionate impact on the total portfolio. The asset allocation in the portfolio should, however, be flexible depending upon the outlook for the economy and the securities markets. Diversification to avoid over-concentration in a specific instrument does not apply to U.S. Treasury securities and money market mutual funds. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

The Department recognizes that investment risks may result from issuer defaults, market price changes, or various technical complications leading to temporary illiquidity. Portfolio diversification is employed as a way to control risk. The investment officers are expected to display prudence in the selection of securities as a way to minimize default risk. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio. In the event of default by a specific issuer, the investment officers shall review, and, if appropriate, proceed to liquidate securities having comparable credit risks. To control market price risks, volatile investment instruments shall be avoided.

Yield

Investment officers shall strive to earn a competitive total return on the portfolio consistent with the objectives and priorities stated in this policy. Total return shall mean the interest or dividend payments and appreciation or depreciation of the principal of the investment. Cash use estimates are used to make investment decisions. All available funds should be invested to earn interest for the Department. Enough of the funds will be invested in nonvolatile, liquid investments to ensure payments when due. Moderate income volatility is permitted. Financial risk is unacceptable, and because the investment time horizon of the funds are relatively short, exposure to interest rate risk and purchasing power risk will be minimal. The annual time-weighted rate of return on the portfolio should be compared with the total return on three-month Treasury bills to evaluate the portfolio's performance.

**Approved
Investment
Instruments**

From those investments authorized by law and described further in CDA(LEGAL) under Authorized Investments. All investments made or sold on behalf of the Department must fall within the guidelines provided in Government Code, Chapter 2256, Public Funds Investments Act (short title), and are subject to such other restrictions as may be imposed by the Department Board by resolution or order. The following are the types of investments authorized for Department funds, with restrictions as noted [See CDA(LEGAL)—AUTHORIZED INVESTMENTS]:

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

Board shall permit investment of Department funds in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009.
2. Certificates of deposit and share certificates as permitted by Government Code 2256.010.
3. Fully collateralized repurchase agreements permitted by Government Code 2256.011.
4. Securities lending program as permitted by Government Code 2256.0115.
5. Banker's acceptances as permitted by Government Code 2256.012.
6. Commercial paper as permitted by Government Code 2256.013.
7. No-load money market mutual funds and no-load mutual funds as permitted by Government Code 2256.014.
8. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.
9. Public funds investment pools as permitted by Government Code 2256.016.

**Investment
Institutions and
Representatives**

The Department investment officers shall invest Department funds with any or all of the following institutions or groups consistent with federal and state law and the current bank depository contract:

1. Depository bank.
2. Other state or national banks domiciled in Texas that are insured by FDIC;
3. Savings and loan associations domiciled in Texas that are insured by FSLIC (or its successor);
4. Public funds investment pools;
5. Money market funds;
6. Government securities brokers and dealers.

**Qualified Institutions
and Firms**

A written copy of the investment policy shall be presented to any person seeking to sell the Department an authorized investment if the investment officers desire to do business with this person. The

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

qualified individual of the business organization seeking to sell an authorized investment to the Department shall execute a written instrument substantially to the effect that the qualified individual has: (1) received and thoroughly reviewed the investment policy of the Department; and (2) acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted by the Department and the organization that are not authorized by the entity's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the entity's entire portfolio or requires an interpretation of subjective investment standards.

The investment officers shall maintain a list of business organizations qualified to transact sales and purchases of investment instruments with the Department. The list shall be reviewed and updated annually. The Superintendent will recommend a list of qualified brokers and the governing body will approve the bidders.

Qualified Individual

A qualified individual is any financial institution and-or broker/dealer who desires to become qualified for investment transactions must supply the following as appropriate:

- Audited financial statements
- Proof of Financial Industry Regulatory Authority, Inc. (FNRA) Certification
- Proof of state registration
- Completed broker/dealer questionnaire
- Certification of having read and understood and agreeing to comply with the [entity's] investment policy.

**Reporting and
Performance
Monthly Report**

The investment officers shall prepare and submit to the Board a monthly report of investment transactions for all funds for the preceding reporting period. The report must:

1. Describe in detail the portfolio position of the Department on the date of the report;
2. State the book value and market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested;
3. Contain a summary statement of each pooled fund group that states beginning market values, changes in market values, and ending market values for the reporting period;

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

4. State the maturity date of each separately invested asset that has a maturity date;
5. State the fund for which each individual investment was acquired;
6. State the compliance of the investment portfolio as it relates to the investment strategy expressed in the Department investment policy and relevant provisions of Government Code, Chapter 2256; and
7. Be prepared jointly and signed by all Department investment officers.

The Board will review the investment policy each fiscal year and adopt a written instrument stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record the changes made to either the investment policy or investment strategies.

**Liquidity and
Maturity**

Any internally created pool fund group of the Department shall have a maximum dollar weighted maturity of 180 days. The maximum allowable stated maturity of any other individual investment owned by the Department shall not exceed one year from the time of purchase. The Board may specifically authorize a longer maturity for a given investment, within legal limits.

The Department's investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements.

Diversity

The investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from overconcentration of assets in a specific class of investments, specific maturity, or specific issuer.

**Investment
Management**

In accordance with Government Code 2256.005(b)(3), the quality and capability of investment management for Department funds shall be in accordance with the standard of care, investment training, and other requirements set forth in Government Code Chapter 2256.

**Monitoring Market
Prices**

The investment officers shall monitor the investment portfolio and shall keep the Board informed of significant changes in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, depository banks, commercial or investment banks, financial advisers, and representatives/advisers of investment pools or money market funds. Monitoring shall be done monthly or more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

**Monitoring Rating
Changes**

In accordance with Government Code 2256.005(b), the investment officer shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

**Safekeeping and
Custody**

The Department shall retain clearly marked receipts providing proof of the Department's ownership. The Department may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with Department funds by the investment pool.

**Sellers of
Investments**

Prior to handling investments on behalf of the Department, a broker/dealer or a qualified representative of a business organization must submit required written documents in accordance with law. [See Sellers of Investments, CDA(LEGAL)]

Representatives of brokers/dealers shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC), and be in good standing with the Financial Industry Regulatory Authority (FINRA).

**Soliciting Bids for
CDs**

In order to get the best return on its investments, the Department may solicit bids for certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods.

Interest Rate Risk

To reduce exposure to changes in interest rates that could adversely affect the value of investments, the Department shall use final and weighted-average-maturity limits and diversification.

The Department shall monitor interest rate risk using weighted average maturity and specific identification.

Internal Controls

A system of internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the Department. Controls deemed most important shall include:

1. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds.
2. Avoidance of collusion.
3. Custodial safekeeping.
4. Clear delegation of authority.
5. Written confirmation of telephone transactions.

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

6. Documentation of dealer questionnaires, quotations and bids, evaluations, transactions, and rationale.
7. Avoidance of bearer-form securities.

These controls shall be reviewed by the Department's independent auditing firm.

Annual Review

The Board shall review this investment policy and investment strategies not less than annually and shall document its review in writing, which shall include whether any changes were made to either the investment policy or investment strategies.

Annual Audit

In conjunction with the annual financial audit, the Department shall perform a compliance audit of management controls on investments and adherence to the Department's established investment policies.

Original Adoption: 4/19/2005
Revision(s): 11/14/2006
10/21/2008
6/16/2009
4/19/2011
7/17/2012
2/26/2013
4/21/2015
8/16/2016
6/20/2018
9/18/19

Resolution of the Board Regarding Review of the Investment Program

WHEREAS, Section 2256.005(e) of the Public Funds Investment Act (Texas Government Code Chapter 2256) requires the Board of Trustees of _____ School District to (a) review the District's investment policy and investment strategies [set forth in CDA(LOCAL)] not less than annually and (b) adopt this resolution reflecting the Board's review and recording any changes made to the investment policy or strategies;

WHEREAS, the District's investment policy for fiscal year _____ – _____ (*current year*) has been presented to the Board for its consideration and approval, as required by the Act; and

WHEREAS, the District's investment policy for fiscal year _____ – _____ (*current year*) includes (*choose one of the following to complete this sentence*)

no changes from the District's investment policy for fiscal year _____ – _____ (*previous year*).

OR

the following changes from the District's investment policy for fiscal year _____ – _____ (*previous year*):

- 1.
- 2.
- 3.

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of _____ School District has reviewed the District's investment policy, and hereby adopts the policy for fiscal year _____ – _____ (*current year*) in compliance with the Public Funds Investment Act.

Adopted this _____ (*date*) day of _____ (*month*), _____ (*year*), by the Board of Trustees.

President _____

Secretary _____

RESOLUTION OF THE BOARD
REGARDING REVIEW OF THE INVESTMENT PROGRAM

WHEREAS, Section 2256.005 (e) of the Public Funds Investment Act (Texas Government Code Chapter 2256) requires the Board of Trustees of Harris County Department of Education to (a) review the Department’s investment policy and investment strategies set forth in CDA (LOCAL) not less than annually and (b) adopt this resolution reflecting the Board’s review and record any changes made to the investment policy or strategies;

WHEREAS, the Department’s investment policy for fiscal year 2019-2020 has been presented to the Board for its consideration and approval, as required by the Act; and

WHEREAS, the Department’s updated investment policy for the fiscal year 2019-2020 has been approved by the Board of Trustees.

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of Harris County Department of Education has reviewed the Department’s investment policy, and hereby adopts the policy for fiscal year 2019-2020 in compliance with the Public Funds Investment Act.

Adopted this 15th day of January 2020, by the Board of Trustees.

President

Secretary

Regular Board Meeting

7.D.

Meeting Date: January 15, 2020
Title: Purchase of Two New Vehicles
Submitted For: Richard Vela, Facilities

Submitted By: Laura Espinoza
HCDE Goal(s): 2. Deliver value responsibly

Recommended Action: Approve

Additional Resource Personnel: Rich Vela, Jeff Drury, Joann Nichols, Dr. Jesus Amezcua, Bill Monroe, and Yaritza Roman

Facilities/Technology Approval Needed?: Facilities

Information

Posted Agenda Item:

Consider approval to purchase two new 2020 model vehicles from Lake Country Chevrolet (HGACBuy Contract No. VE11-18) in the total amount of \$92,444 (\$45,922 each plus HGACBuy fee of \$600).

Subject:

Purchase of two new vehicles using HGACBuy (Contract No. VE11-18)

Rationale:

Consider approval to purchase two new vehicles, 2020 Chevrolet Suburban, from Lake Country Chevrolet (HGACBuy Contract No. VE11-18) in the total amount of \$92,444 (\$45,922 each plus HGACBuy fee of \$600) to be used to carpool to conferences and vendor shows to reduce the cost of car rental charges and/or mileage.

The administration recommends the Board to approve the purchase of two new vehicles from Lake Country Chevrolet.

Fiscal Impact

Included in FY budget Y/N:: Y

Included in current budget amendment::

Attachments

2020 Chevrolet Suburban

Form Review

Inbox

Purchasing Alternate
Purchasing
Assistant Superintendent - Business
Form Started By: Laura Espinoza
Final Approval Date: 01/06/2020

Reviewed By

Yaritza Roman
Bill Monroe
Jesus Amezcua

Date

12/19/2019 11:29 AM
01/06/2020 12:18 PM
01/06/2020 12:49 PM
Started On: 12/16/2019 09:55 AM



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.: VE11-18

Date Prepared: 12/19/2019

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	HARRIS COUNTY DEPARTMENT OF EDUCATION	Contractor:	LAKE COUNTRY CHEVROLET
Contact Person:	JOANN NICHOLS	Prepared By:	RICK BROWN
Phone:	713.696.2122	Phone:	409.659.1555
Fax:	RVELA@HCDE-TEXAS.ORG	Fax:	409-895-3884
Email:	JNICHOLS@HCDE-TEXAS.ORG	Email:	RBROWN.SILSBEEFLEET@GMAIL.COM

Product Code:	A14	Description:	CHEVROLET SUBURBAN
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$ 37,421.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
2020 CHEVROLET SUBURBAN	\$ -	EXTERIOR - WHITE	
5.3L V8 GAS ENGINE WITH AUTOMATIC	\$ -	INTERIOR - Black LEATHER	
REVERSE SENSING	\$ -	40 / CONSOLE / 40 FRONT	
POWER WINDOWS / LOCKS	\$ -	BENCH 2ND	
CRUISE CONTROL	\$ -		
KEYLESS ENTRY	\$ -		
REAR VIEW CAMERA	\$ -		
RUNNING BOARDS	\$ -		
IO6-NAVIGATION	\$ 495.00		
		Subtotal From Additional Sheet(s):	\$ -
		Subtotal B:	\$ 495.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
LT UPGRADE	\$7,730		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	\$ 7,730.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 20%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	2	X Subtotal of A + B + C:	\$ 45,646.00	=	Subtotal D:	\$ 91,292.00
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E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: \$ 600.00

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
DELIVERY - 138 MILES X2 UNITS	\$ 552.00		
		Subtotal F:	\$ 552.00

Delivery Date: 120-150 **G. Total Purchase Price (D+E+F):** \$ 92,444.00

Regular Board Meeting

7.E.

Meeting Date: January 15, 2020

Title:

Submitted By: Melissa Godbout

Recommended Action: Approve

HCDE Goal(s):

Additional Resource

Facilities/Technology

Personnel:

Approval Needed?:

Information

Posted Agenda Item:

Consideration and Approval of an Order Authorizing the Execution and Delivery of the Lease Revenue Bonds, Series 2016 Supplemental Trust Indenture; and Approving Other Matters Incident and Relating Thereto.

Subject:

Consideration and Approval of an Order Authorizing the Execution and Delivery of the Lease Revenue Bonds, Series 2016 Supplemental Trust Indenture; and Approving Other Matters Incident and Relating Thereto.

Rationale:

The Corporation desires to amend the 2016 Trust Indenture for the purpose of amending Section 4.5(h) to allow for additional draws on the Project Fund under the 2016 Trust Indenture. The Corporation intends to enter into the First Supplemental Trust Indenture with BOKF, N.A. related to the 2016 Trust Indenture. The Board of Trustees approves the changes to Section 4.5(h) and approves the execution, delivery and performance of the First Supplemental Trust Indenture.

Recommendation language:

“It is recommended: that the Board of Trustees approve the Order Authorizing the Execution and Delivery of the Lease Revenue Bonds, Series 2016 Supplemental Trust Indenture; and Approving Other Matters Incident and Relating Thereto.”

Fiscal Impact

Attachments

First Supplemental
Order Authorizing Supp

Form Review

Form Started By: Melissa Godbout
Final Approval Date: 01/08/2020

Started On: 01/08/2020 01:14 PM

FIRST SUPPLEMENTAL TRUST INDENTURE

By and Between

**HARRIS COUNTY DEPARTMENT OF EDUCATION PUBLIC FACILITY
CORPORATION**

and

BOKE, NA, TRUSTEE

Securing

**HARRIS COUNTY DEPARTMENT OF EDUCATION PUBLIC FACILITY
CORPORATION LEASE REVENUE BONDS
SERIES 2016**

DATED AS OF JANUARY __, 2020

THIS FIRST SUPPLEMENTAL TRUST INDENTURE dated as of January __, 2020, by and between HARRIS COUNTY DEPARTMENT OF EDUCATION PUBLIC FACILITY CORPORATION (together with any successor to its duties and functions, herein referred to as the "Corporation"), and BOKF, NA, a national banking association duly organized, existing, and authorized to accept and execute trusts of the character herein set forth (together with any co-trustee or successor to its duties and functions, herein referred to as the "Trustee"),

WITNESSETH THAT:

WHEREAS, the Corporation and the Trustee entered into that certain Trust Indenture, dated as of October 1, 2016 (the "Trust Indenture"), in furtherance of the issuance of HARRIS COUNTY DEPARTMENT OF EDUCATION PUBLIC FACILITY CORPORATION LEASE REVENUE BONDS, SERIES 2016 (the "Series 2016 Bonds"), in an aggregate principal amount not to exceed \$7,000,000; and

WHEREAS, the Corporation and County School Trustees of Harris County, State of Texas (d/b/a the Harris County Department of Education) (the "Department") have entered into a Lease with an Option to Purchase, dated as of October 1, 2016 (the "Lease"); and

WHEREAS, the Series 2016 Bonds were sold pursuant to the terms of a Purchase Letter, dated August 30, 2016, by and among the Corporation, the Department, and BOKF, NA ("Purchaser"); and

WHEREAS, the Purchaser, the Department and the Corporation desire to amend the Section 4.5(h) of the Trust Indenture; and

WHEREAS, Purchaser is the owner of 100% in aggregate principal amount of the Outstanding Bonds (as defined in the Trust Indenture); and

WHEREAS, the Trust Indenture permits amendments thereunder upon obtaining consent from 100% of the holders of the Outstanding Bonds; and

WHEREAS, Purchaser has provided written consent to the amendments to the Trust Indenture as set forth in this First Supplemental Trust Indenture (this "First Supplement"); and

WHEREAS, the Purchaser has requested the Corporation amend the Trust Indenture in the manner hereafter provided and has approved the amendments to the Trust Indenture as reflected in this First Supplement.

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL TRUST INDENTURE WITNESSETH, THE TRUSTEE AND THE CORPORATION DO HEREBY COVENANT AND AGREE, FOR THE EQUAL AND PROPORTIONATE BENEFIT OF ALL HOLDERS OF THE BONDS AS FOLLOWS:

Section 1. Except as modified by this First Supplement, the terms and conditions contained in the Trust Indenture remain in full force and effect.

Section 2. Section 4.5(h) of the Trust Indenture is amended and replaced with the following:

(h) Not later than June 30, 2020, the Trustee shall transfer any remaining money in the Project Account to the Payment Account.

[Execution Page Follows]

IN WITNESS WHEREOF, HARRIS COUNTY DEPARTMENT OF EDUCATION PUBLIC FACILITY CORPORATION has caused these presents to be executed, attested, and sealed in its name and behalf by its duly authorized officers, and to evidence its acceptance of the trust hereby created BOKF, NA, as Trustee, has caused these presents to be executed in its name and behalf by a duly authorized officer, all as of the date first above written.

HARRIS COUNTY DEPARTMENT OF
EDUCATION PUBLIC FACILITY
CORPORATION

By: _____
Name: Rich Vela
As Its: President, Board of Directors

ATTEST:

Name: Dr. Jesus J. Amezcua
As Its: Secretary, Board of Directors

BOKF, NA, Trustee

By: _____
Title: _____

APPROVAL OF FIRST SUPPLEMENTAL TRUST INDENTURE

The Department, acting by and through the undersigned officer, hereby approves this First Supplement. This approval is given pursuant to Section 10.1 of the Trust Indenture and Sections 15.6 of the Lease and constitutes the acknowledgment and agreement of the Department that the Bonds issued pursuant to the Trust Indenture, as amended by this First Supplement, are issued in accordance and compliance with the Trust Indenture, notwithstanding any other agreement between the Corporation and the Department, and any owner of the Bonds issued pursuant to the Trust Indenture, as amended by this First Supplement, is entitled to rely fully and unconditionally on this approval. This written approval of this First Supplement shall be absolute, unconditional, valid, and binding with respect to covenants and obligations in the Trust Indenture affecting the Department so long as the Bonds are outstanding and unpaid, and particularly the obligation of the Department to pay Rental Payments specified in the Lease, shall be absolute, unconditional, valid, and binding and said obligations may be enforced as provided in the Agreement or any other agreement or contract to the contrary.

This written approval constitutes a valid and binding approval by the Department of this First Supplement, and the provisions of such instrument affecting the Department shall constitute the unconditional obligations of and be binding upon the Department with the effect described above.

EXECUTED this _____.

COUNTY SCHOOL TRUSTEES OF HARRIS COUNTY, STATE OF TEXAS (D/B/A THE HARRIS COUNTY DEPARTMENT OF EDUCATION)

By: _____
Name: Eric Dick
As Its: President, Board of Trustees

CONSENT OF BONDHOLDER

The undersigned, a duly authorized officer of BOKF, NA (the “Bondholder”), represents that the Bondholder is the owner of 100% in aggregate principal amount of the HARRIS COUNTY DEPARTMENT OF EDUCATION PUBLIC FACILITY CORPORATION LEASE REVENUE BONDS, SERIES 2016 (the “Bonds”), and acting on behalf of the Bondholder, does hereby consent to the amendments to the Trust Indenture by and between HARRIS COUNTY DEPARTMENT OF EDUCATION PUBLIC FACILITY CORPORATION and BOKF, NA, dated as of October 1, 2016 set forth in the First Supplemental Trust Indenture by and between HARRIS COUNTY DEPARTMENT OF EDUCATION PUBLIC FACILITY CORPORATION and BOKF, NA, dated as of January __, 2020.

Dated:

BOKF, NA

Name:
Title:

As Trustee for the aforementioned Bonds, the undersigned does hereby confirm that the Bondholder is the registered owner of 100% in aggregate principal amount of the Bonds.

BOKF, NA, as Trustee

Name:
Title:

CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
COUNTY OF HARRIS §
HARRIS COUNTY DEPARTMENT OF EDUCATION §

The undersigned President and Vice President of the Board of County School Trustees of Harris County, State of Texas (d/b/a the Harris County Department of Education) (the "Board" or the "Department") hereby certify as follows:

1. The Board convened in regular meeting on January 15, 2020 at the regular designated meeting place, and the roll was called of the duly constituted officers and members, to wit:

Eric Dick	President
Danyahel Norris	Vice-President
Amy Hinojosa	Position 1, Precinct 2
Andrea Duhon	Position 4, Precinct 3
Richard Cantu	Position 3, At Large
Don Sumners	Position 7, At Large
Mike Wolfe	Position 5, At Large

and all of such persons were present, except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at such meeting: written

ORDER AUTHORIZING THE EXECUTION AND DELIVERY OF THE LEASE
REVENUE BONDS, SERIES 2016 SUPPLEMENTAL TRUST INDENTURE; AND
APPROVING OTHER MATTERS INCIDENT AND RELATING THERETO

(the "Order") was duly introduced for the consideration of the Board and read in full. It was then duly moved and seconded that the Order be adopted; and, after due discussion, such motion, carrying with it the adoption of the Order, prevailed and carried by the following vote:

AYES: ___ NAYS: ___ ABSTAIN: ___

2. That a true, full and correct copy of the Order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Order has been duly recorded in the Board's minutes of such meeting; that the above and foregoing

paragraph is a true, full and correct excerpt from the Board's minutes of such meeting pertaining to the adoption of the Order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and subject of the aforesaid meeting, and that the Order would be introduced and considered for adoption at such meeting, and each of such officers and members consented, in advance, to the holding of such meeting for such purpose; that such meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of such meeting was given as required by the Open Meetings Law, Chapter 551, Texas Government Code.

SIGNED this January 15, 2020.

Secretary

President

ORDER AUTHORIZING THE EXECUTION AND DELIVERY OF THE LEASE REVENUE BONDS, SERIES 2016 SUPPLEMENTAL TRUST INDENTURE; AND APPROVING OTHER MATTERS INCIDENT AND RELATING THERETO

WHEREAS, the Harris County Department of Education Public Facility Corporation (the "*Corporation*") has been created and organized pursuant to and in accordance with the provisions of the Public Facility Corporation Act, Chapter 303, Texas Local Government Code, as amended ("*Chapter 303*"), for the purpose of acting on behalf of County School Trustees of Harris County, State of Texas (d/b/a the Harris County Department of Education) (the "*Board*" or the "*Department*") for the purpose of financing, refinancing, or otherwise assisting in the acquisition, construction, rehabilitation, renovation, repair, equipping, furnishing and placement in service of public facilities of the Department; and

WHEREAS, The Corporation previously issued its Lease Revenue Bonds, Series 2016 (the "*Series 2016 Bonds*") pursuant to the Trust Indenture, dated as of October 1, 2016 (the "*2016 Trust Indenture*") with BOKF, N.A.; and

WHEREAS, the Corporation and the holders of the Outstanding Bonds desire to amend the 2016 Trust Indenture for the for the purpose of amending Section 4.5(h) to allow for additional draws on the Project Fund under the 2016 Trust Indenture. The Board approves the changes to Section 4.5(h). The Corporation intends to enter into the First Supplemental Trust Indenture with BOKF, N.A. related to the 2016 Trust Indenture (the "*Supplemental Indenture*");

WHEREAS, the Supplemental Indenture has been presented to the Board at this meeting; and

WHEREAS, the Board now desires to approve the Supplemental Indenture, and consent to the execution and delivery by the Corporation of such document, and all other certificates and instruments as are necessary or appropriate to consummate the transactions contemplated thereby; and

WHEREAS, the meeting at which this Order is considered is open to the public as required by law and the public notice of the time, place and purpose of said meeting was given as required by Texas Government Code, Chapter 551, as amended.

NOW THEREFORE, BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE HARRIS COUNTY DEPARTMENT OF EDUCATION:

SECTION 1. APPROVAL OF DEPARTMENT DOCUMENTS. The Board hereby approves the execution, delivery and performance of the Supplemental Indenture, in substantially the forms presented to the Board at this meeting. The President or any Vice President of the Board are hereby authorized to execute and deliver the Supplemental Indenture and such certificates regarding the Department as may be required. The Supplemental Indenture shall constitute binding obligations of the Department in accordance with their terms and conditions.

SECTION 2. APPROVAL OF CORPORATION DOCUMENTS. The Department hereby acknowledges and approves the execution and implementation by the Department and the Corporation of the Supplemental Indenture, in substantially the forms presented to the Board at this meeting.

SECTION 3. REPEALER. All orders or resolutions or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters contained herein.

SECTION 4. SEVERABILITY. If any provisions of this Order or the application thereof to any circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other

circumstances shall nevertheless be valid and the Board hereby declares that this Order would have been enacted without such invalid provision.

SIGNED this January 15, 2020.

Secretary

President

Information Items



PERSONNEL INFORMATION ITEMS

RESIGNATIONS:

Name	Division	Position	Status	DOH	Effective
Green, Sherica	Head Start	I-1 Teaching Assistant	F	03/05/18	12/06/19
Kizzee, Hazel	Adult Education	AE Teacher	P	08/24/10	11/21/19
Owens, Lindsey	School-Based Therapy Services	S-7 Occupational Therapist Assistant	F	08/13/18	12/09/19
Ramirez, Laura	Adult Education	AE Teacher	P	01/08/18	12/20/19
Wafer, Justin	Highpoint School East	I-3 Educational Aide III	F	08/13/18	11/22/19
Walker, Kashica	Academic & Behavior School East	P-1 Registered Nurse	F	09/17/19	12/16/19

EMPLOYMENT:

Name	Division	Position	Status	Effective	Work Days
Akua, Rukiya	Adult Education	AE Teacher	P	12/02/19	
Arceneaux, Ashlee	Head Start	I-2 Early Childhood Teacher	F	12/02/19	218
Ben Mansour	Adult Education	AE Teacher	P	12/10/19	
Clarke, Melissa	Head Start	I-2 Early Childhood Teacher	F	12/16/19	218
Dotson, Lakeita	Head Start	I-1 Substitute Teaching Assistant	P	12/09/19	
Gomez, Nancy	Head Start	I-1 Teaching Assistant	F	12/10/19	190
Grissom, Megan	Adult Education	AE Teacher	P	12/06/19	
Hernandez, Jessica	Head Start	I-1 Teaching Assistant	F	12/02/19	190
Hernandez, Claudia	Head Start	A-1 Family Services Provider	F	12/02/19	230
LeVeaux, Carla	Head Start	A-3 Center Manager	F	12/02/19	230
Madden, Valencia	CASE	S-3 Project Based Learning Assistant	P	12/11/19	
Medellin, Amanda	Head Start	I-1 Teaching Assistant	F	12/02/19	190
Mosley, Aundrey	CASE	S-3 Project Based Learning Assistant	P	12/11/19	
Niles, Monica	Head Start	A-3 Nutrition Services Coordinator	F	12/02/19	230
Olvera Marquez, Delia	CASE	S-3 Administrative Assistant – Community	F	12/04/19	240
Rudd, Deja	CASE	S-3 Project Based Learning Assistant	P	11/22/19	
Salinas, Pablo	Adult Education	AE Teacher	P	12/16/19	
Satorre, Maria	Head Start	I-4 Teacher	F	12/16/19	210
Torres, Isis	Head Start	I-1 Substitute Teaching Assistant	P	12/09/19	
Tran, Kelly	Head Start	I-4 Teacher	F	12/02/19	210

CHANGE OF STATUS/TRANSFER:

Name	Previous Status	Current Status	Status	Effective	Work Days	Salary Change
<i>Center for After School Summer & Expanded Learning:</i>						
Lewis, Elizabeth	S-3 Project Based Learning Assistant	A-2 Project Based Learning Associate	P	11/18/19		\$7.85/hrly
<i>Head Start:</i>						
Gonzalez, Daniela	A-1 Family Services Provider, Coolwood	A-1 Family Services Provider, Baytown	F	12/16/19	230	\$0.00
<i>Highpoint School East:</i>						
Dunham, Danielle	Long-Term Substitute	Substitute Teacher	P	09/09/19		\$0.00
<i>Human Resources:</i>						
Witine, Monserrat	S-4 Human Resources Assistant	S-5 Administrative Assistant	F	12/11/19	240	\$5,009.86/yrly

ALLOWANCE/STIPEND:

Name	Division	Position	Status	Effective	Hourly Rate
De Avila, Natalia	Head Start	I-1 Teaching Assistant	F	10/16/19	\$1.61/hrly
Henry, Sabrina	Head Start	I-1 Teaching Assistant	F	11/12/19	\$1.61/hrly
Rios, Lorena	Head Start	I-1 Teaching Assistant	F	11/12/19	\$1.61/hrly



Employee Count - December 2019

DIVISION	Full-Time										Part-Time										FT/PT Total
	A	I	O	P	S	T	TS	Total	A	AE	I	O	P	S	TS	Total					
	Academic & Behavior School East	4	22	1	4	2	0	22	55	0	0	0	0	0	0	4	4				
Academic & Behavior School West	3	21	0	2	2	0	23	51	0	0	0	0	0	0	0	0					
Administration	6	0	0	0	4	0	0	10	0	0	0	0	0	0	0	0					
Adult Education	10	0	1	0	11	0	0	22	1	224	0	1	0	0	0	226					
Business Services	9	0	0	0	7	0	0	16	0	0	0	0	0	1	0	17					
Center For Grants Development	5	0	0	0	1	0	0	6	0	0	0	0	0	0	0	6					
Center Safe & Secure Schools	4	0	0	0	0	0	0	4	0	0	0	0	0	0	0	4					
Choice Partners	12	0	0	0	5	0	0	17	0	0	0	0	0	0	0	17					
Client Engagement	4	0	0	0	1	0	0	5	0	0	0	0	0	0	0	5					
Communications & Creative Services	4	0	0	0	0	4	0	8	0	0	0	0	0	0	0	8					
Center For Afterschool, Summer & Enrichment	19	0	0	0	4	0	0	23	1	0	0	0	0	4	0	28					
Educator Certification & Advancement	4	0	0	0	1	0	0	5	0	0	0	0	0	1	0	6					
Facilities	5	0	40	0	6	0	0	51	0	0	0	0	0	0	0	51					
Fortis Academy	1	1	0	2	1	0	5	10	0	0	0	0	0	0	0	10					
Head Start	83	146	28	1	12	0	0	270	1	0	3	0	0	0	4	274					
Highpoint East	3	4	0	3	3	0	20	33	0	0	1	0	0	0	1	34					
Human Resources	8	0	0	0	3	0	0	11	0	0	0	0	0	0	0	11					
Purchasing Support	4	0	0	0	2	0	0	6	0	0	0	0	0	0	0	6					
Records Management	2	0	7	0	5	0	0	14	0	0	0	0	0	0	0	14					
Research & Evaluation	7	0	0	0	1	0	0	8	0	0	0	0	0	0	0	8					
School-Based Therapy Services	1	0	0	87	31	0	0	119	0	0	0	0	39	4	0	162					
Schools	2	0	1	1	2	0	0	6	0	0	0	0	0	0	13	19					
Teaching And Learning Center	8	0	0	0	4	0	0	12	0	0	0	0	0	1	0	13					
Technology	0	0	0	0	1	20	0	21	0	0	0	0	0	0	0	21					
Total	208	194	78	100	109	24	70	783	3	224	4	1	39	11	17	1,082					

Meeting Date: January 15, 2020

- A = Administration
- AE = Adult Education
- I = Instructional Support
- O = Operations Support
- P = Professional Support
- S = Administrative Support
- T = Technology
- TS = Teachers

Regular Board Meeting

10.C.

Meeting Date: January 15, 2020
Title: Grant Submission
Submitted For: Gayla Rawlinson, Center for Grants Development
Submitted By: Illiana Gonzalez

Additional Resource Personnel:

Information

Posted Agenda Item:

Submission of grant proposal to Henderson Foundation in the amount of \$5,000 via Education Foundation of Harris County to support CASE for Kids' All-Earth Ecobot Challenge. Requested funds will support robotics and drone competitions for 500-600 students.

Subject:

Grant Proposal; CASE for Kids; Henderson Foundation

Rationale:

Center for Grants Development assisted CASE for Kids to submit a proposal for \$5,000 to Henderson Foundation via Education Foundation of Harris County for the All-Earth Ecobot Challenge. The project will help 500-600 students in 4th-12th grades develop skills in science, technology, engineering and math.

Attachments

No file(s) attached.

Form Review

Form Started By: Illiana Gonzalez
Final Approval Date: 12/12/2019

Started On: 12/11/2019 11:48 AM

Regular Board Meeting

10.D.

Meeting Date: January 15, 2020
Title: Bid Proposal
Submitted For: Gayla Rawlinson, Center for Grants Development
Submitted By: Illiana Gonzalez
Additional Resource Personnel:

Information

Posted Agenda Item:

Submission of bid proposal to Katy ISD for professional development services and materials. The proposed bid will allow HCDE to offer services for Katy ISD teachers and staff in academic subjects, special populations, digital education, school leadership and Restorative Practices.

Subject:

Bid; Teaching and Learning Center, Educator Certification and Advancement, Center for Safe and Secure Schools; Katy ISD

Rationale:

Center for Grants Development submitted a bid to Katy ISD on behalf of multiple divisions to provide professional development services for teachers and staff. If awarded, services can include workshops in English Language Arts, math, science, social studies, special populations, social emotional learning, digital education, school leadership and Restorative Practices.

Attachments

No file(s) attached.

Form Review

Form Started By: Illiana Gonzalez
Final Approval Date: 12/12/2019

Started On: 12/11/2019 11:57 AM

Regular Board Meeting

10.E.

Meeting Date: January 15, 2020
Title: Grant Submission
Submitted For: Gayla Rawlinson, Center for Grants Development
Submitted By: Illiana Gonzalez
Additional Resource Personnel:

Information

Posted Agenda Item:

Submission of grant proposal to ACR/JAMS Foundation Initiative for Students and Youth in the amount of \$40,000 for Year 1 and \$20,000 for Year 2 to support the Center for Safe and Secure Schools *#RollingwithRestorative – Conflict Resolution Series*. Requested funds will provide training for students and school personnel in conflict resolution and support implementation of these practices during their interactions with youth, parents and school personnel through restorative practices models.

Subject:

Grant proposal; Center for Safe and Secure Schools; ACR/JAMS Foundation Initiative for Students and Youth

Rationale:

Center for Grants Development worked with the Center for Safe and Secure Schools to prepare and submit a proposal to ACR/JAMS Foundation Initiative for Students and Youth for its *#RollingwithRestorative – Conflict Resolution Series*. Requested funds of \$40,000 in Year 1 and \$20,000 in Year 2 will cover expenses for training students and teachers in conflict resolution and for supporting implementation of these practices during their interactions with youth, parents and school personnel through restorative practices models.

Attachments

No file(s) attached.

Form Review

Form Started By: Illiana Gonzalez
Final Approval Date: 12/12/2019

Started On: 12/11/2019 11:59 AM