

STATE OF TEXAS

§
§
§
§

**INTERLOCAL AGREEMENT
WITH JUDSON
INDEPENDENT
SCHOOL DISTRICT**

COUNTY OF BEXAR

THIS INTERLOCAL AGREEMENT (the "Agreement") is made by and between the CITY OF SAN ANTONIO, TEXAS (hereinafter referred to as "CITY"), a Texas Municipal Corporation, acting by and through its City Manager pursuant to Ordinance No. 2020-06-04-0346 passed and approved by the City Council on the 4th day of June, 2020, and the Judson Independent School District, a political subdivision of the State of Texas (hereinafter referred to as "JISD") organized and existing under the laws of the States of Texas, acting by and through its Board of Trustees (hereinafter referred to as "the Board"). Collectively, the CITY, JISD, and the Board may be referred to as the "Parties". This Agreement is made pursuant to Chapter 791, Texas Government Code.

RECITALS

WHEREAS, Chapter 791 of the Texas Government Code (the "Interlocal Cooperation Act") provides that a local government may contract or agree with another local government to perform governmental functions and services in accordance with this chapter; and

WHEREAS, the Act defines local government as a county, municipality, special district, junior college district, or other political subdivision of this state or another state; and

WHEREAS, the City of San Antonio is a municipal corporation and JISD is a political subdivision of the State making each eligible to contract under the Act; and

WHEREAS, the Act allows eligible entities to contract with each other for the performance of governmental functions which include "public health and welfare" and "other governmental functions in which the contracting parties are mutually interested"; and

WHEREAS, virtual learning has been utilized in each San Antonio school district to provide parents with an option to have their children learn virtually at home to protect the health and safety of the family; and

WHEREAS, in order to utilize virtual learning, it is imperative that students have the necessary equipment to access the internet and to complete assignments; and

WHEREAS, to allow JISD, for public health and welfare reasons, to partake in virtual learning during the pandemic, the City is providing funding through JISD for the purchase of computers and similar digital devices to serve JISD teachers and students are utilizing distance learning; and

WHEREAS, the governing bodies of the Parties accordingly desire that City provide funding to JISD from City's local Coronavirus Relief Fund (hereinafter "CRF"), for JISD's acquisition of computers and similar digital devices, in an amount of \$60,00.00, subject to the provisions stated herein below; and

WHEREAS, the Parties further desire to memorialize the aforementioned arrangement and make this Agreement pursuant to Chapter 791 of the Texas Government Code (Interlocal Cooperation Act) with respect to governmental functions in which the contracting parties are mutually interested;

NOW, THEREFORE, the Parties, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

TERMS

I. OBLIGATIONS OF THE PARTIES

A. CITY Obligations

City will provide JISD with funding by way of a lump sum payment in the amount of sixty-thousand dollars (\$60,000) from City's local CRF, for the purpose of procuring, in accordance with JISD policy, approximately 68 portable computers and similar digital devices, illustrated by Exhibit A, to be distributed to teachers or students in order to provide for an online curriculum and to support the practice of virtual learning through the pandemic. It is anticipated that providing these resources, in conjunction with those provided separately by JISD, will assist in reducing the impact and spread of the Coronavirus by providing families with the option of virtual learning in times when the student is not able to attend in-person class due to the vulnerability of a family member, when they themselves are feeling ill and may be infected with the coronavirus, or in the event of a shutdown of in-school classes.

B. JISD Obligations

- a) JISD shall utilize the funding provided by City to purchase approximately 68 portable computers for use by teachers or students during the pandemic. Funds provided through City's local CRF must be expended prior to December 30, 2020. Additionally, any goods or services procured by City's local CRF must be delivered or performed by December 30, 2020, unless the delay of such goods or services is due to circumstances beyond JISD's control. JISD shall determine the criteria for providing teachers or students with such computers and devices and shall ensure that all necessary security protocols are followed by the teacher or student during its use. Following purchase, JISD shall supply City with an invoice indicating the serial numbers of the portable computers or devices purchased with City funding under this Agreement.
- b) JISD shall complete, and comply with, all required documentation, conditions, formalities and obligations mandated under the CARES Act/CRF, other applicable Federal, State and local laws, as well as this Agreement. JISD is, and remains for the duration of this Agreement, under an affirmative obligation to timely notify City, in writing, if JISD learns of any impediment(s) or change(s) affecting its acquisitions/funding mechanisms under this Agreement.
- c) JISD acknowledges and agrees that City's funding under this Agreement shall be in accordance with City's customary procedures. While preserving the integrity of the total sum stated above,

City reserves the right to make any necessary adjustments to payment(s) as might be required by the City for any reason, during the course of this Agreement;

- d) JISD acknowledges that the funding source, for any funding payable by City to JISD under this Agreement, is anticipated to be local Coronavirus Relief Funds, received by City pursuant to the CARES Act and, as such, City considers such funding an eligible expenditure under the CARES Act. Notwithstanding the above, in the event of a later finding by an auditing Federal agency that City's funding to JISD, of aforementioned expenses/order costs, does not meet eligibility criteria under the CARES Act (including related Federal memoranda/regulations/rules/laws), whether in whole or in part, JISD shall refund previously received monies to City, to the extent such are found ineligible by the auditing agency. Said refund must be received by City no later than the deadline indicated to JISD by City, following notification from the applicable Federal agency of said finding. JISD shall further maintain, for the minimum period required under applicable laws, all records and other documentation relating to the funding herein, and shall allow City access to, and the right to copy, audit and inspect such records and documentation, as deemed necessary by City, within said minimum period. In the event of an audit by any Federal agency, or indication received thereof, the Parties agree to cooperate with each other generally, and particularly in the sharing/exchange of applicable information and documents, to the extent allowed by law and as required for compliance. The Parties acknowledge and agree that this Article I, Section B, (c) survives termination of the Agreement.
- e) At any time, following City's aforementioned funding, should either Party determine that the amount of the payment, or a portion thereof, is erroneous, for any reason whatsoever, the Parties shall cooperate with each other in rectifying the error.
- f) JISD shall, periodically, inspect devices to ensure no violations of use are occurring and that the devices remain in good working order. JISD is responsible for all maintenance and repair of the devices during the term of this Agreement and City shall not be asked to provide additional funding for said purposes.

II. TERM AND TERMINATION

- A. This Agreement shall become effective on the date of last execution stated herein and, except to the extent of Article I, Section B, (c) above, which survives termination of the Agreement, shall remain effective until December 30, 2020. Following City's payment, the Agreement may be terminated, prior to its natural expiration, for any or no reason, by either Party with thirty (30) days written notice to the other Party and such termination alone shall not be deemed a breach or incur any penalty under this Agreement.

[Remainder of Page Intentionally Left Blank]

III. NOTICE

- A. Any notice required or permitted between the Parties must be in writing, addressed to the attention of the respective designee, and shall be delivered in person, or mailed certified mail, return receipt requested at the following addresses:

If intended for City, to:
City of San Antonio
Office of Innovation
Attn: Brian Dillard, Chief Innovation Officer

If intended for JISD to:
Judson ISD
Attn: William E. Atkins

Mailing Address:
Municipal Plaza Bldg.
114 W Commerce Street 10th Floor
San Antonio, TX 78205

Mailing Address:
Judson ISD
8012 Shin Oak
Live Oak, TX 78233

- B. Each Party may designate a different address by giving the other Parties ten (10) days prior notice. All notices required or permitted hereunder shall be in writing and shall be deemed delivered the earlier of (i) when actually received by personal delivery if received during normal business hours; or (ii) on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed; or (iii) on the date of receipt if mailed by certified mail, return receipt requested, addressed to the respective other Party at the address as the receiving Party may have theretofore prescribed by written notice to the sending Party.

IV. MISCELLANEOUS

A. Severability

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, State or local laws, including but not limited to the City Charter, City Codes, or ordinances of the City, then and in that event it is the intention of the Parties that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

B. Entire Agreement

This Agreement merges the prior negotiations and understandings of the Parties hereto and embodies the entire agreement of the Parties. There are no other agreements, assurances, conditions, covenants (express or implied), or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

C. Amendment/Addendums

This Agreement may be changed or amended only by a written instrument, duly executed by both Parties or their authorized designees.

D. Non-Waiver

Failure of any Party hereto to insist on the strict performance of any of the terms herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

E. Assignment/Third Parties

No Party shall assign this Agreement at law or otherwise without the prior written consent of the other Parties, and no Party shall delegate any portion of its performance under this Agreement without the prior written consent of the other Parties. All Parties to this Agreement understand and recognize that only the City Council of San Antonio has authority to approve an assignment or delegation of this Agreement on behalf of City by a Party to this Agreement. This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

F. Successors

This Agreement shall bind and benefit the Parties and their legal successors. This Agreement does not create any personal liability on the part of any trustee, officer, director, employee, elected or appointed official, or agent of a Party to this Agreement.

G. No Waiver of Immunity

NO PARTY HERETO WAIVES OR RELINQUISHES ANY IMMUNITY OR DEFENSE ON BEHALF OF ITSELF, ITS TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS AS A RESULT OF ITS EXECUTION OF THIS AGREEMENT AND PERFORMANCE OR NON-PERFORMANCE OF THE COVENANTS CONTAINED HEREIN. CITY AND JISD ACKNOWLEDGE THAT THE CITY AND JISD ARE BOTH POLITICAL SUBDIVISIONS OF THE STATE OF TEXAS AND THAT THE CITY AND JISD ARE BOTH SUBJECT TO AND SHALL COMPLY WITH THE APPLICABLE PROVISIONS OF THE TEXAS TORT CLAIMS ACT, AS SET OUT IN THE TEXAS CIVIL PRACTICE AND REMEDIES CODE, SECTION 101.001ET SEQ. AND THE REMEDIES AUTHORIZED THEREIN REGARDING CLAIMS OR CAUSES OF ACTION THAT MAY BE ASSERTED BY THIRD PARTIES FOR ACCIDENT, INJURY OR DEATH. THIS AGREEMENT WILL BE INTERPRETED ACCORDING TO THE CONSTITUTION AND GENERAL LAWS OF THE STATE. NOTHING IN THIS AGREEMENT WAIVES ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY OR JISD UNDER THE LAWS OF THE STATE OF TEXAS.

H. Legal Authority

Each person executing this Agreement represents and guarantees that he or she has legal authority to execute this Agreement on behalf of their respective Party and to bind said Party and their successors and assigns to all of the terms, conditions and obligations of this Agreement.

I. Venue and Governing Law

THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Venue and jurisdiction for any claim or dispute arising under or in connection with this Agreement shall lie exclusively in Bexar County, Texas.

J. Parties' Representations

The City and JISD jointly negotiated this Agreement, which shall not be construed against or in favor of a Party simply because that Party primarily assumed responsibility for drafting.

K. Other Mutual Aid/Interlocal Agreements

Nothing in this Agreement shall prevent the Parties from executing other mutual aid and/or interlocal agreements/memorandums of understanding, as permitted by law, with each other or third parties.

L. Insurance

All applicable insurance coverages shall be maintained by each Party through the course of its performance under this Agreement.

M. Captions

All captions used in this Agreement are for the convenience of reference only and shall not be construed to have any effect or meaning as to the Agreement between the Parties.

N. State or Federal Funds

To the extent performance under this Agreement is dependent on State and/or Federal funds available to either Party for particular purposes, the Parties agree to cooperate with each other in preparing, obtaining and sharing any required documentation for utilization of such funds including, but not limited to, executing any required amendments to this Agreement. To the extent applicable, a recipient Party under this Agreement further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Any terms and conditions, consistent with the purposes of this Agreement, required by applicable law to be included in this Agreement in relation to aforementioned State and/or Federal funds, shall nevertheless be deemed included, whether or not expressly stated herein. The Parties further agree to cooperate with each other in executing mutually acceptable modification(s)/amendment(s) to this Agreement if such modification(s)/amendment(s) become necessary, during the course of performance under this Agreement, in order to maintain compliance with applicable State and Federal law.

O. Counterparts; Facsimile or Email Signatures

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts shall constitute one agreement. To facilitate execution of this

Agreement, the parties may execute and exchange by telephone facsimile or email counterparts of the signature pages.

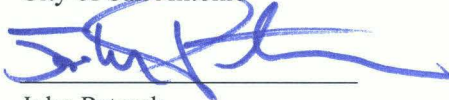
IN WITNESS THEREOF, the Parties hereto have made and executed this Agreement, to be effective on the date of the last signature below ("Effective Date").

CITY:

JISD:

City of San Antonio

Judson School District




John Peterek
Assistant to the City Manager

Name: William E. Atkins
Title: Chief Financial Officer

Date: 10/23/2020

Date: 10/22/2020

Attest:


Tina J. Flores
City Clerk

As to Form:



Lane Ryan
City Attorney

EXHIBIT A



JUDSON INDEPENDENT SCHOOL DISTRICT

William E. Atkins, CFO - Judson ISD

October 19, 2020

Ms. Candelaria Mendoza
Smart City Coordinator Office of Innovation
City of San Antonio

Ms. Mendoza,

Please use this letter and the attached quote as documentation on how Judson Independent School District proposes to expend the CRF funds from the City of San Antonio to provide laptops for our teachers to ensure that remote instruction can take place.

Please feel free to contact me at watkins@judsonisd.org if you need any additional information.

Thank you,

William E. Atkins,
CFO - Judson ISD
watkins@judsonisd.org

*If you have any questions or if additional information is needed, please call our office at
210.945.5502.*



Intech Southwest
 4778 Research Drive
 San Antonio, Texas
 United States
<http://www.intechsouthwest.com>
 (P) 210-690-0000
 (F) 210-690-0200

Quotation (Open)	
Date	Sep 22, 2020 10:33 AM CDT
Modified Date	Sep 22, 2020 03:34 PM CDT
Doc #	406566 - rev 1 of 1
Description	(70) HP EliteBook 850 G7
SalesRep	Flores, Juan (P) 210-690-0000 (F) 210-690-0200
Customer Contact	Davis, Michael (P) 210-945-5553 mdavis339@judsonisd.org

Customer
 Judson ISD (JUD400)
 Davis, Michael
 8205 Palisades Drive
 San Antonio, TX 78233
 United States
 (P) 210-945-5562
 (F) 210-945-6900

Bill To
 Judson ISD
 Payable, Accounts
 8205 Palisades Drive
 San Antonio, TX 78233
 United States
 (P) 210-945-5562

Ship To
 Judson ISD
 Department, Technology
 8205 Palisades Drive
 San Antonio, TX 78233
 United States
 (P) 210-945-5562

Customer PO:	Terms: Net 30 Days	Ship Via: UPS Ground
Special Instructions:		Carrier Account #:

#	Image	Description	Part #	Tax	List Price	Qty	Unit Price	Total
Judson - 17-08 Contract								
1		HP EliteBook 850 G7 Core i5 10210U / 1.6 GHz - Win 10 Pro 64-bit - 8 GB RAM - 256 GB SSD NVMe, HP Value - 15.6" IPS 1920 x 1080 (Full HD) - UHD Graphics 620 - NFC, Bluetooth, Wi-Fi - kbd: US Note: ****Includes memory integration****	1C9H6UT#ABA	Yes	\$1,399.00	70	\$895.00	\$62,650.00
2		Electronic HP Care Pack Pick-Up and Return Service with Accidental Damage Protection Extended service agreement - parts and labor - 3 years - pick-up and return - 9x5 - Smart Buy - for EliteBook 735 G5, 745 G6, 830 G6, 830 G7, 840 G6, 840 G7, 850 G6, 850 G7; EliteBook x360	UC252E	Yes	\$223.00	70	\$117.00	\$8,190.00
3		8GB DDR4-2666 SODIMM FOR HP	Bgbupgrade	Yes	\$63.00	70	\$35.00	\$2,450.00
4		HP Thunderbolt Dock G2 with Audio Module Docking station - USB-C - VGA, 2 x DP - GigE - 120 Watt - Smart Buy - US - for Elite x2; EliteBook 735 G6, 745 G6; EliteBook x360; ProBook 455r G6, 640 G5, 650 G5	3YE87UT#ABA	Yes	\$269.00	70	\$213.00	\$14,910.00
5		Display Port to VGA HD-15- 6ft Cable	DPM-VGAM-28- K6-ACC	Yes	\$27.86	70	\$14.00	\$980.00
6		Logitech Wireless Combo MK270 Keyboard and mouse set - wireless - 2.4 GHz - English	920-004536	Yes	\$29.99	70	\$22.75	\$1,592.50
7		Stop Tag- Standard - includes installation	Standardtag	Yes	\$20.00	70	\$15.00	\$1,050.00
8		HP Essential Top Load Case Notebook carrying case - 15.6" - for Elite x2; EliteBook 735 G6, 745 G6; EliteBook x360; ProBook 455r G6, 640 G5, 650 G5	H2W17UT	Yes	\$23.00	70	\$16.00	\$1,120.00

This quote is valid for 30 days from the Quotation Date. Please contact your sales representative for updated pricing if your order is placed after that time period.

RMA Policy: Defective merchandise must be returned within 15 days of receipt of product or manufacturer warranty applies for repair. Non-defective merchandise must be returned within 30 days of receipt. Non-defective product must be unopened and factory-sealed to be eligible for return. Intech Southwest offers a replacement only for unopened software returns. Returns will only be accepted if accompanied by a valid RMA number provided by Intech Southwest. Some special orders are non-returnable and the manufacturer must be contacted. Intech Southwest reserves the right to refuse the return of incomplete and opened products or charge a 15% restocking fee for returns that are accepted.

Subtotal:	\$92,942.50
Product Subtotal:	\$92,942.50
Tax (0.000%):	\$0.00
Shipping:	\$0.00
Total:	\$92,942.50
<i>(List Price:</i>	<i>\$143,839.50)</i>