

INTERLOCAL COOPERATION AGREEMENT

As provided for by Chapter 791 of the Texas Government Code, this Interlocal Cooperation Agreement (“**Agreement**”) is entered into by and between the Mansfield Independent School District (the “**MISD**”) and the City of Mansfield, Texas (the “**City**”) and shall be effective on the date that the signature of the last party is affixed. MISD and City have reviewed this Agreement, and each make the following findings:

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a worldwide pandemic; and

WHEREAS, President Donald Trump, Governor Greg Abbott, and County Judge Glen Whitley have issued Declarations of Disaster for the United States, the State of Texas, and Tarrant County, respectively; and

WHEREAS, on March 27, 2020, President Donald Trump signed the Coronavirus Aid Relief and Economic Security Act (“**CARES ACT**”) providing financial aid to those impacted by the COVID-19 pandemic, including local governments; and

WHEREAS, Tarrant County has received CARES ACT funds to reduce the impact of necessary expenditures incurred due to the public health emergency with respect to COVID-19; and

WHEREAS, on May 12, 2020, the Tarrant County Commissioners Court designated a portion of its CARES ACT funds to provide FIFTY-FIVE DOLLARS (\$55) per capita for direct COVID-19 related expenditures to municipalities located in Tarrant County (“**Direct Costs Program**”); and

WHEREAS, the City and Tarrant County have entered into an Interlocal Cooperation Agreement for Municipal Direct Expense Funding (“**County ILA**”) whereby the City has received funds pursuant to the CARES ACT and Direct Costs Program; and

WHEREAS, some students in the MISD do not have sufficient technology to effectively participate in distance learning; and

WHEREAS, the MISD desires to purchase hotspots and technology (chromebooks) for its students to facilitate distance learning in connection with school closings to enable compliance with COVID-19 precautions; and

WHEREAS, the City would like to use its funds received from Tarrant County via the County ILA and Direct Costs Program to contribute towards the purchase of the hotspots and technology (chromebooks); and

WHEREAS, the use of the funds for the purchase of the hotspots and technology (chromebooks) is in compliance with the U.S. Department of Treasury’s Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments, in that it is an expense of

action to facilitate compliance with COVID-19-related public health measures, and specifically is an expense to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.

NOW, THEREFORE, for and in consideration of the mutual undertaking hereinafter set forth and for adequate consideration given, the MISD and the City agree to the following:

1. Grant and Funding to the MISD. Subject to the terms and conditions of this Agreement, the City agrees to grant and transfer to the MISD the sum of _____ dollars (\$_____) of its CARES ACT and Direct Costs Program funding (“**MISD Funds**”). The MISD agrees to deposit the MISD Funds into a separate, segregated account created solely for holding and dispersing the MISD Funds. If the MISD Funds are deposited into an interest-bearing account, all interest earned must be used exclusively as outlined in item two below.
2. Use of MISD Funds. The MISD may only use the MISD Funds to purchase mobile hotspots and technology (chromebooks) for its students who reside in Tarrant County and the City, so that they may participate in distance learning in connection with school closings to enable compliance with COVID-19 precautions.
3. MISD’s Obligations relating to its Use of the MISD Funds. The MISD agrees to:
 - a) only use the MISD Funds in compliance with this Agreement;
 - b) reimburse and return to the MISD Funds account within thirty (30) days of notice by the City any portion of the MISD Funds that Tarrant County, the City, the U.S. Department of Treasury, or their designee, deems were not used for COVID-19 purposes, or not used pursuant to the terms of this Agreement, or if the MISD Funds account is already closed out, the reimbursement and return of the ineligible expenditure shall be made to the City;
 - c) document and justify that each expenditure from the MISD Funds was an eligible expenditure under this Agreement and the CARES ACT. All documentation and the final report of expenditures shall be delivered to the City no later than January 1, 2021, and shall be kept by the MISD for a minimum of five (5) years from the close of Tarrant County’s Direct Costs Program;
 - d) allow inspection of all documentation and records related to its expenditure of the MISD Funds by the City, Tarrant County, or the U.S. Department of Treasury upon reasonable request;
 - e) use the MISD Funds only for eligible expenditures detailed in item two above made between March 1, 2020 and 11:59 p.m., December 30, 2020;
 - f) by October 15, 2020, provide to the City a report of all funds the MISD determines it may be unable to spend prior to December 30, 2020. Any and all of such funds may be collected and redistributed at the City’s discretion;

- g) return and re-pay within twenty (20) days to the City any MISD Funds not expended by 11:59 p.m., December 30, 2020;
 - h) acknowledge and recognize that the source of the MISD Funds is Tarrant County and its CARES ACT allocation for any public programs or initiatives using the MISD Funds; and
 - (i) retain all documents and financial records related to the use of the MISD Funds for five (5) years or through December 30, 2025, whichever is later.
4. Reports. The MISD shall provide to the City, within thirty (30) days of receipt of the MISD Funds, a proposed budget for use of the funds. The MISD shall also provide expenditure reports starting sixty (60) days after receiving the MISD Funds and continuing for every 30-day period until December 31, 2020.
5. Nature of Funding. The CARES ACT funding, including the MISD Funds, was received from Tarrant County to the City as a sub-recipient. MISD acknowledges that its use of the funds is subject to the same terms and conditions as Tarrant County. The MISD hereby agrees to comply with all terms and conditions of the CARES ACT funding, and, to the extent permitted by law, to hold the City harmless against any repayments, penalties, or interest incurred as a result of the MISD's failure to comply with all terms and conditions of the CARES ACT funding. Funds spent in non-compliance with the CARES ACT are subject to recapture by the City for return to the Direct Costs Program or for return to the U.S. Treasury Department. It is the responsibility of the MISD to remain informed of and act in accordance with all updates or amendments to CARES ACT, Tarrant County, and U.S. Department of Treasury CRF Guidance.
6. Attorney's Fees and Costs. The City shall be entitled to recover its reasonable and necessary attorney's fees and costs against the MISD if it is required to undertake litigation to enforce the terms of this Agreement to the extent allowed by law.
7. Law and Venue. The laws of the State of Texas shall govern this Agreement, except where clearly superseded by federal law. Exclusive venue of any dispute shall be in a state court of competent jurisdiction in Tarrant County, Texas.
8. No Assignment. The MISD may not assign this Agreement.
9. Entire Agreement. This Agreement supersedes and constitutes a merger of all prior oral and/or written agreements and understandings of the parties on the subject matter of this Agreement and is binding on the parties and their legal representatives, receivers, executors, successors, agents, and assigns.
10. Amendment. Any amendment of this Agreement must be by written instrument dated and signed by both parties.

11. Severability. No partial invalidity of this Agreement shall affect the remainder unless the public purpose to be served hereby is so greatly diminished thereby as to frustrate the object of this Agreement.

12. Waiver. No waiver by either party of any provision of this Agreement shall be effective unless in writing, and such waiver shall not be construed as or implied to be a subsequent waiver of that provision or any other provision.

MANSFIELD INDEPENDENT SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

CITY OF MANSFIELD, TEXAS

By: _____

Joe Smolinski, Interim City Manager

Date: _____