



## **ALEDO ISD BOARD MEETING TEMPLATE**

**MEETING DATE:** November 16, 2020

**AGENDA ITEM:** Consider Approval of Interlocal Cooperation Agreement between the City of Hudson Oaks, Texas and Aledo Independent School District

**PRESENTER:** Earl Husfeld, Chief Financial Officer

### **BACKGROUND INFORMATION:**

- The City of Hudson Oaks, Texas (the “City”) has received federal funding under the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”) to address and respond to the impact and effects of the COVID-19 pandemic.
- These funds were received by the City from the United States Department of Treasury under the Coronavirus Relief Fund (“CRF”) as provided for in the CARES Act. Texas school districts were not allocated any of these funds.
- The City has established a COVID-19 funding program to allow the City to distribute excess CRF funds to Aledo Independent School District and Weatherford Independent School District. The use of these CRF funds is to assist each of these school districts with their expenditures incurred due to the effects of COVID-19.
- The following Interlocal Cooperation Agreement outlines the terms and conditions by which the City agrees to reimburse to Aledo Independent School District eligible expenditures, as specified in the CARES Act guidance, as funding is available from CRF funds.

### **FISCAL INFORMATION:**

None

### **ATTACHMENTS:**

Interlocal Cooperation Agreement between the City of Hudson Oaks, Texas and Aledo Independent School District

### **ADMINISTRATIVE RECOMMENDATION:**

The Administration recommends the Board of Trustees approve the Interlocal Cooperation Agreement between the City of Hudson Oaks, Texas and Aledo Independent School District as presented.

## 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 Aledo Independent School District (the “**AISD**”) and the City of Hudson Oaks, Texas (the “**City**”) and shall be effective on the date that the signature of the last party is affixed. AISD 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 Pat Deen have issued Declarations of Disaster for the United States, the State of Texas, and Parker County, respectively; and

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

**WHEREAS**, pursuant to the allocation formula established by the CRF, the City has been allocated funds for permissible expenditures under the CARES ACT; and

**WHEREAS**, Texas school districts were not allocated any of the CRF funds; and

**WHEREAS**, the City desires to use a portion of its CRF funds to contribute towards the needs of the AISD in mitigating or responding to the COVID-19 public health emergency on the terms and conditions stated herein.

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

1. Grant and Funding to the AISD. Subject to the terms and conditions of this Agreement, the City agrees to grant and transfer to the AISD the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) of the City’s CRF funding (“**AISD Funds**”).
2. Use of AISD Funds. The AISD may only use the AISD Funds for the following categories of eligible CRF expenditures between March 1, 2020 and 11:59 p.m. December 30, 2020:
  - a) Medical expenses;
  - b) Public health expenses; or
  - c) Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

3. AISD's Obligations relating to its Use of the AISD Funds. The AISD agrees to:
  - a) only use the AISD Funds in compliance with this Agreement;
  - b) reimburse and return to the City within thirty (30) days of notice by the City any portion of the AISD Funds that Parker County, the City, the U.S. Department of Treasury, or their designee, deems were not used for COVID-19 purposes, or were not expended pursuant to the terms of this Agreement by 11:59 pm on December 30, 2020; and
  - c) document that each expenditure from the AISD 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.
4. Reports and Receipts. The AISD shall provide to the City, within thirty (30) days of receipt of the AISD Funds, a proposed budget for use of the funds. The AISD shall also provide expenditure reports and receipts of all expenditures of the AISD Funds to the City for every 30-day period until December 31, 2020.
5. Nature of Funding. AISD acknowledges that its use of the funds is subject to the same terms and conditions as the City's use of such funds. The AISD 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 AISD'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 U.S. Treasury Department. It is the responsibility of the AISD to remain informed of and act in accordance with all updates or amendments to CARES ACT, Parker County, and U.S. Department of Treasury CRF Guidance.
6. 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 Parker County, Texas.
7. No Assignment. The AISD may not assign this Agreement.
8. No Joint Venture. It is expressly understood and agreed that by entering into this Agreement the parties do not intend to nor contemplate that they shall be partners or joint venturers otherwise jointly responsible for the other's acts or liability. Neither party intends to nor does it waive any immunity or defense that may be available to it against any claim whatsoever.

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.

**ALEDO INDEPENDENT  
SCHOOL DISTRICT**

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

Name: Hoyt Harris

Title: President, Board of Trustees

Date: November 16, 2020

**CITY OF HUDSON OAKS, TEXAS**

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

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

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

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