



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: November 18, 2020

Purpose: Presentation/Report Recognition Discussion/ Possible Action

Closed/Executive Session Work Session Discussion Only Consent

From: Dr. Marc Puig, Superintendent

Item Title: Approval of Grant Agreement with Bexar County in the amount of \$225,000

Description: Bexar County is awarding the District \$225,000 (CARES Act) to fund the purchase of equipment and supplies.

Historical Data: n/a

Recommendation: Approve the Agreement as presented.

District Goal/Strategy:

Strategy 1 We will engage all school community members through transparency and effective communication to promote a positive perception and create a strong brand.

Funding Budget Code and Amount:

APPROVED BY:

SIGNATURE

DATE

Chief Officer:

CFO Funding Approval:

Superintendent:

COVER SHEET
SUBRECIPIENT SPECIFIC TERMS

SUBRECIPIENT: South San Antonio Independent School District
1450 Gillette Avenue
San Antonio, Texas 78224
DUNS#:
Agency Contact: Dolores Sendejo
Contact Title: Deputy Superintendent for Innovation and Transformation

Authority: Funds provided under this Agreement are provided through the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) (“CARES Act” or the “Act”) enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). COUNTY is authorized to providing funding for SUBRECIPIENT’s program as an appropriate expenditure of CARES Act 2020 funds paid to COUNTY.

Term: The term of this Agreement shall commence upon approval of the Agreement by Bexar County Commissioners Court and shall terminate on December 30, 2020.

Compensation: COUNTY will pay to SUBRECIPIENT an amount not to exceed **TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$225,000.00)** in accordance with **Exhibit “B”**

By the signature of its authorized representative below, SUBRECIPIENT acknowledges acceptance and agreement to all of the terms included in Exhibit “A” to this Coversheet, attached hereto and incorporated herein for all purposes and affirms that SUBRECIPIENT has been impacted by COVID 19 and the reimbursement for the budget items listed in Attachment “1” are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) and were incurred after March 1, 2020 and before November 30, 2020.

Authorized Representative:

By:

Title: _____

Date: _____

STATE OF TEXAS

§

CARES ACT 2020

BEXAR COUNTY

□ § **SUBRECIPIENT GRANT**
§ **AGREEMENT**

This Coronavirus Aid, Relief, and Economic Security Act Fund Subrecipient Grant Agreement (the “Agreement”) is entered into and between the **BEXAR COUNTY, TEXAS** (“COUNTY”), a political subdivision of the State of Texas, through its Department of Economic and Community Development (the “Department”), and South San Antonio Independent School District (“SUBRECIPIENT”), a political subdivision of the State of Texas duly authorized to conduct business under the laws of the State of Texas and more specifically described in Exhibit “A” of this Agreement (also, individually, a “Party” or, collectively, the “Parties”).

RECITALS

WHEREAS, funding for this Grant Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) (“CARES Act”) enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.) (“CARES Act Funding”);

WHEREAS, the CARES Act stipulated that the United States Department of the Treasury would give funding directly to counties with a population greater than 500,000 and COUNTY received \$79,626,415.00 directly from the United States Department of the Treasury as a result of the CARES Act;

WHEREAS, SUBRECIPIENT is an independent school district in Bexar County Texas;

WHEREAS, Bexar County Commissioners Court has determined that providing SUBRECIPIENT with funding for reimbursement of distance learning equipment and supplies purchase under the Texas Education Agency’s (“TEA”) Operation Connectivity (“Program”) and/or another source or items the SUBRECIPIENT has purchased for distance learning as attached as Exhibit “B” is a necessary and appropriate expenditure of CARES Act Funding received by COUNTY;

WHEREAS, COUNTY is allocating an amount not to exceed **TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$225,000.00)** to SUBRECIPIENT to fund the purchase of equipment and supplies in accordance with the Program as described in in Exhibit “B”;

Therefore, the Parties agree as follows:

ARTICLE ONE
PURPOSE

1.01 The purpose of this Agreement is to set out the terms and conditions under which SUBRECIPIENT will be reimbursed under this Agreement are more specifically detailed in below and the Proposed Itemized expenditures **Exhibit “B”** attached hereto and incorporated

herein for all purposes.

ARTICLE TWO **SUBRECIPIENT SPECIFIC TERMS**

2.01 Certain terms which are applicable to SUBRECIPIENT and specific to the reimbursement provided and other terms relevant to this Agreement (including term, legal authority, and consideration) are set out in the Cover Sheet, attached hereto and incorporated herein for all purposes.

ARTICLE THREE **TERMS OF PAYMENT**

3.01 Grant funds will be paid by the COUNTY to the SUBRECIPIENT as for allowable costs that the SUBRECIPIENT has incurred. SUBRECIPIENT itemized purchases are more specifically described in **Exhibit “A,”** attached hereto and incorporated herein for all purposes. SUBRECIPIENT will submit any requests for revisions of these items to COUNTY for approval. All budget revision requests must be submitted no less than 30 days prior to the end of the contract period. COUNTY will not consider requests for budget revisions submitted after this deadline.

3.02 SUBRECIPIENT will submit to the COUNTY’S Economic and Community Development Department (“Department”) an itemized billing package and cumulative performance report for the preceding month, on a monthly basis, no later than the 15th day after the close of each month, in the formats detailed in **Exhibit “B”**. COUNTY will pay these invoices in accordance with the Texas Prompt Payment Act. SUBRECIPIENT will receive written notice of delinquent or unacceptable billing/performance reporting within 7 business days of receipt of the billing package. SUBRECIPIENT will have 5 business days to resubmit corrected invoices/reporting. Invoices that are not re-submitted within 5 business days will not be considered for reimbursement. **All itemized billing packages must be submitted to the COUNTY no later than November 30, 2020. All billing packages submitted after November 30, 2020 at 4:00 p.m. will be denied.**

3.03 Within 10 business days of COUNTY’s written request, SUBRECIPIENT will refund to COUNTY any sum of money paid by COUNTY to SUBRECIPIENT that COUNTY has determined:

- a) Resulted in overpayment to SUBRECIPIENT;
- b) Has not been spent by SUBRECIPIENT strictly in accordance with the terms of this Agreement; or
- c) Is not supported by adequate documentation to fully justify the expenditure.

3.04 COUNTY may withhold all or part of any payments to SUBRECIPIENT to offset reimbursement for any ineligible expenditures, disallowed costs, or overpayments that SUBRECIPIENT has not refunded COUNTY. COUNTY may take repayment from funds available under this Agreement in amounts necessary to fulfill SUBRECIPIENT’S repayment

obligations.

3.05 Following is additional information concerning the funding for this Grant Agreement:

- a) Federal Award Date: March 27, 2020;
- b) Name of Federal Awarding Agency: United States Department of the Treasury; and
- c) CFDA Number: 21.019.

ARTICLE FOUR REVIEW

4.01 The Department will be the primary contact regarding this Agreement.

4.02 SUBRECIPIENT must obtain the Department's written approval prior to using subcontractors in performing any obligation required by this Agreement.

4.03 COUNTY will determine what is eligible for reimbursement under this Agreement.

ARTICLE FIVE PROGRAM RECORDS AND REQUIREMENTS

5.01 SUBRECIPIENT will comply with all federal, state, and local laws and ordinances applicable to COUNTY for the work or Services under this Agreement.

5.02 SUBRECIPIENT shall comply with 2 CFR Part 200 and maintain all financial records in accordance with Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, and Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

5.03 COUNTY may conduct monitoring visits to SUBRECIPIENT's project site to determine performance and compliance with the terms of this Agreement. The costs incurred by COUNTY for any such visits shall be solely borne by COUNTY.

5.04 SUBRECIPIENT will maintain books, records and other documents relating directly to the receipt and disbursement of funds under this Agreement. SUBRECIPIENT must maintain a receipts-and-disbursements ledger and a general ledger with an income-and- expense account for each line item. Paid invoices revealing check number, the date it was paid and evidence of goods or services received must be filed according to the vendor paid.

5.05 SUBRECIPIENT will allow any duly authorized representative of COUNTY, at all reasonable times, to have access to and the right to inspect, copy, audit, and examine all books, records and other documents of closeout procedures respecting this Agreement, until final settlement and conclusion of all issues arising out of this activity are completed.

5.06 An independent auditor hired and paid by SUBRECIPIENT will audit the expenditure of funds pursuant to this Agreement as part of the annual audit performed on SUBRECIPIENT. The audit, with respect to the funds under this Agreement, will include SUBRECIPIENT's

expenditures and revenues for the same time period as SUBRECIPIENT'S fiscal year.

5.07 Sections 5.04, 5.05 and 5.06 shall survive the expiration or termination of this Agreement for two (2) years.

ARTICLE SIX **TERMINATION AND DEFAULT**

6.01 COUNTY may suspend or terminate this Agreement if SUBRECIPIENT materially fails to comply with any term. This Agreement may also be terminated for convenience by COUNTY with Thirty (30) days' written notice. COUNTY will pay SUBRECIPIENT for the allowable purchases completed up to the termination date of this Agreement.

ARTICLE SEVEN **REPRESENTATIONS, WARRANTIES AND COVENANTS**

7.01 SUBRECIPIENT represents and warrants that:

- a.) All information ever provided or to be provided to COUNTY is complete and accurate as of the date shown on the document, and that since that date, SUBRECIPIENT has not undergone any significant change without written notice to COUNTY.
- b.) Any supporting financial statements ever provided or to be provided to COUNTY are complete, accurate and fairly reflect the financial condition of SUBRECIPIENT on the date shown on those statements and during the period covered, and that since that date, except as provided by written notice to COUNTY, there has been no material change, adverse or otherwise, in the financial condition of SUBRECIPIENT.
- c.) No litigation or proceedings are presently pending or threatened against SUBRECIPIENT relating to the Agreement or Project.
- d.) None of the provisions in this Agreement contravene or in any way conflict with the authority under which SUBRECIPIENT is doing business or with the provisions of any existing obligation or agreement of SUBRECIPIENT.
- e.) SUBRECIPIENT has the legal authority to enter into this Agreement and accept payments, and has taken all necessary measures to authorize the execution of and the acceptance of payments under this Agreement.
- f.) None of its employees, volunteers, or subcontractors shall perform services under this Agreement if he or she has been convicted of or was placed in a pre-trial diversion program for: (1) any crime involving a sex offense; (2) a felony conviction or deferred adjudication within the past ten (10) years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five (5) years.

ARTICLE EIGHT **PERFORMANCE RECORDS AND REPORTS**

8.01 As often and in such form as COUNTY may require, SUBRECIPIENT will furnish to COUNTY information deemed by COUNTY to be pertinent to matters covered by this Agreement.

ARTICLE NINE
EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

9.01 SUBRECIPIENT will comply with all applicable local, state and federal equal employment opportunity and affirmative action rules, regulations and laws.

9.02 If SUBRECIPIENT or its subcontractors fail to comply with local, state and federal equal employment opportunity and affirmative action rules, regulations and laws, SUBRECIPIENT may be barred from further contracts with COUNTY.

ARTICLE TEN
INDEPENDENT CONTRACTOR

10.01 SUBRECIPIENT is an independent contractor and operator responsible to all third parties for its respective acts or omissions and COUNTY is in no way responsible for SUBRECIPIENT's acts or omissions.

ARTICLE ELEVEN
POLITICAL ACTIVITY

11.01 None of the performance under this Agreement may involve, and no portion of the funds received may be used, either directly or indirectly, for any political activity including, but not limited to, an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation.

ARTICLE TWELVE
PUBLICITY

12.01 With COUNTY's written approval, SUBRECIPIENT will publicize activities conducted by SUBRECIPIENT pursuant to this Agreement. In any news release, sign, brochure, or other advertising medium disseminating information about the Project, SUBRECIPIENT will acknowledge COUNTY's funding having made this Project possible.

ARTICLE THIRTEEN
RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL

13.01 All reports, documents, studies, charts, schedules, or other appended documentation to any proposal or contract, and any responses, inquiries, correspondence and related material submitted by SUBRECIPIENT, will, upon receipt, become property of COUNTY.

ARTICLE FOURTEEN
AMENDMENTS AND CHANGES IN THE LAW

14.01 Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms of this Agreement will be by amendment in writing, dated subsequent to the date the Agreement, and executed by both Parties.

164.02 Changes in applicable local, state and federal rules, regulations or laws occurring during the term of this Agreement will be automatically incorporated into this Agreement without written amendment, as of the effective date of the rule, regulation or law.

ARTICLE FIFTEEN
ASSIGNMENTS

15.01 SUBRECIPIENT will not transfer, pledge or otherwise assign this Agreement, any interest in and to it, or any claim arising under it, without first procuring the written approval of COUNTY. Any attempt at transfer, pledge or other assignment will be void.

ARTICLE SIXTEEN
WAIVER OF PERFORMANCE

16.01 No waiver by COUNTY of a breach of any of the terms, conditions, covenants or guarantees of this Agreement will be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of COUNTY to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, will not be construed as a waiver or relinquishment for the future of that covenant or option. In fact, no waiver, change, modification or discharge by either Party of any provision of this Agreement will be deemed to have been made or will be effective unless expressed in writing and signed by the Party to be charged.

16.02 No act or omission of COUNTY will in any manner impair or prejudice any right, power, privilege, or remedy available to COUNTY under this Agreement, by law or in equity.

16.03 No representative or agent of COUNTY may waive the effect of the provisions of this Article.

ARTICLE SEVENTEEN
ENTIRE AGREEMENT

17.01 This Agreement constitutes the final and entire agreement between the Parties and contains all of the terms and conditions agreed upon. No other agreement, oral or otherwise, regarding the subject matter of this Agreement will be deemed to exist or to bind the Parties unless it is in writing, dated subsequent to the date of this Agreement and duly executed by the Parties.

ARTICLE EIGHTEEN
INTERPRETATION

18.01 If any disagreement or dispute should arise between the Parties pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, regulations, laws, codes or ordinances, then COUNTY will have the final authority to render an interpretation.

ARTICLE NINETEEN
NOTICES

19.01 For purposes of this Agreement, all official communications and notices (“Notice”) among the Parties will be sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

If to COUNTY: Bexar County Judge
 Bexar County Commissioners Court
 101 W. Nueva, 10th Floor
 San Antonio, Texas 78205

With copies to: Laura Cole, BiblioTech Director
 Bexar County
 101 W. Nueva, Ste. 807
 San Antonio, Texas 78205

SUBRECIPIENT: At the address identified in the Cover Sheet

ARTICLE TWENTY
PARTIES BOUND

20.01 This Agreement will be binding on and inure to the benefit of the Parties and their respective legal representatives, successors and assigns, except as otherwise expressly provided for in this Agreement.

ARTICLE TWENTY-ONE
GENDER

21.01 Words of gender used in this Agreement will be construed to include the other gender, and words in the singular number will be construed to include the plural, unless the context otherwise requires.

ARTICLE TWENTY-TWO
CAPTIONS

22.01 The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

ARTICLE TWENTY-THREE
TEXAS LAW TO APPLY

23.01 This Agreement will be construed under and in accordance with the laws of the United States and the State of Texas, and all obligations of the Parties are performable in Bexar County, Texas.

ARTICLE TWENTY-FOUR

LEGAL CONSTRUCTION

24.01 If any provision of this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, then that invalidity, illegality, or unenforceability will not affect any other provision and this Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been a part of the Agreement.

ARTICLE TWENTY-FIVE EXHIBITS INCORPORATED

25.01 The following exhibits are attached and incorporated into this Agreement:

Exhibit "A" – Itemized Purchases:

Exhibit "B" – South San Antonio ISD Invoice

"Exhibit A"

Itemized List of Purchases

HP Chromebook 11 FB - Education Edition	5924457	580	243	140,940.00
Google Chrome Management Console License	3577022	580	24	13,920.00
CDWG EDU White Glove Service	3254461	580	6	3,480.00
Cisco SFP + Transceiver Module	SFP-10G-LR	1	2402.34	2,402.34
Cisco SFP + Transceiver Module	SFP-10G-SR-S	6	423.66	2,541.96
Installation and Configuration Services	COMSOL-SVC	1	16807	16,807.00
Battery for Asus C202 Chromebook		10	46.69	466.90
Asus Chromebook Screens		35	46.76	1,636.60
Asus Chromebook Keyboards		10	60.88	608.80
Asus Chromebook Chargers		80	46.76	3,740.80
Android Chargers for Hotspots		40	7.7	308.00
HP Chromebook Screens		50	46.76	2,338.00
HP Chromebook Keyboards		40	66.76	2,670.40
HP Chromebook Chargers		35	51.82	1,813.70
HP Chromebook 11 G5 Screens		35	44.41	1,554.35
HP Chromebook 11 G5 Keyboards		10	60.05	600.50
HP Chromebook 11 G5 Chargers		40	32.65	1,306.00
HP Chromebook 11 G6 EE Screens		34	46.76	1,589.84
HP Chromebook 11 G5 EE Screens		12	44.41	532.92
HP 11 G4 788639-001 Keyboards		5	66.76	333.80
HP 11 G4 763089-001 Screens		25	50.29	1,257.25
HP Chromebook 11 G5 EE Screens		13	44.41	577.33
HP Chromebook 11 G6 EE Screens		11	46.76	514.36
HP Chromebook G5 Motherboard 2 G		4	70.44	281.76
HP Chromebook G5 Motherboard 4 G		4	95.44	381.76
HP Chromebook 11 G5 EE Replacement Screens		1	52.95	52.95
HP Chromebook 11 G6 EE Replacement Screens		1	51.13	51.13
HP Chromebook G7 Replacement Screens		3	51.84	155.52
HP Chromebook G7 Battery		2	53.06	106.12
TEA Bulk Purchase Hot Spots (Net 1/2)		0.5	45000	22,500.00
Total of all Itemized Purchases				225,470.09

South San Antonio ISD Invoice

Project Name: South San Antonio ISD Coronavirus Response

Invoice Number: 001

Period Covered (March 20, 2020 - November 30, 2020)

Line Item	Budget	Type	Total Cost to Date	Less Payment Received	Amount Due
CDWG Chromebook:	158,340.00	Quote			158,340.00
Computer Solution	21,751.30	Quote			21,751.30
M&A Technology Repairs	466.90	Quote			466.90
M&A Technology Repairs	16,577.15	Quote			16,577.15
M&A Technology Repairs	2,122.76	Quote			2,122.76
M&A Technology Repairs	2,168.38	Quote			2,168.38
M&A Technology Repairs	514.36	Quote			514.36
M&A Technology Repairs	365.72	Quote			1,029.24
District Portion of TEA Bulk Purchase	22,500.00	Direct Purchase			22,500.00
	224,806.57				225,470.09

District Approval

Signature:
Certifying Official
Title:
Date:

Marc Puig
Superintendent
November 18, 2020

County Approval

Signature
Title:
Date: