

STATE OF TEXAS

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**CARES ACT 2020 GRANT
AGREEMENT BETWEEN THE
COUNTY OF BEXAR AND
CITY OF SCHERTZ PUBLIC LIBRARY**

COUNTY OF BEXAR

This CARES Act Grant Agreement (“Agreement”) is hereby made and entered into by **COUNTY OF BEXAR**, a political subdivision of the State of Texas (“COUNTY”), and the **CITY OF SCHERTZ, a municipal corporation of the State of Texas, by and through the Schertz Public Library (LIBRARY)**, a Texas Library System located at 798 Schertz Parkway, Schertz, Texas 78154, (“LIBRARY”). COUNTY and LIBRARY are sometimes referred to collectively as 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.);

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; and

WHEREAS, COUNTY has allocated a portion of its federal CARES allocation to digital inclusion. Since 2017, COUNTY’s digital public library, BiblioTech, has been circulating portable wi-fi hotspots (“Devices”) as a means of internet connectivity. COUNTY desires to enter into this Agreement with LIBRARY to circulate Devices from their library. Bexar County would pay for the monthly service charge and activation fees for one (1) year, and LIBRARY would be responsible for circulation, distribution and management of the Devices during the Term of this Agreement;

WHEREAS, through approval and execution of this Agreement, Commissioners Court specifically finds that providing Devices pursuant to this Agreement to expand rural broadband capacity to assist with distance learning and telework are necessary for the public health emergency.

NOW, THEREFORE, upon and in consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS

Section 1. RECITALS BINDING. The foregoing recitals are incorporated into the terms of this Agreement and shall be binding on the Parties.

Section 2. PROCEDURES. The Parties agree that the procedures for circulation, distribution and management of the Devices set out in Exhibit “A”

Section 3. DEFAULT. The use of the grant of Devices to the LIBRARY shall be subject to the Procedure set out in Section 2. If LIBRARY fails to comply with the Procedures set out in Section 2, as determined in the sole discretion of COUNTY then the COUNTY may notify the LIBRARY in writing that the provisions of this Agreement were breached and the COUNTY will be picking-up the e-readers from the schools’ libraries on the date specified in the notice.

Section 4. CONTRACT CHANGES. Any modifications, additions, or deletions to the terms of this Agreement shall be by written amendment of the Parties.

Section 5.1 Notwithstanding any provision to the contrary herein, this Agreement is a contract for, and with respect to the performance of, governmental functions by governmental entities.

5.1.1 The services provided for herein are governmental functions, and the City and the County shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.

5.1.2 The relationship of the County and the City shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.

5.1.3 Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the Parties.

5.2 Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither the City nor the County shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.

5.3 Neither Party waives or relinquishes any immunity or defense on behalf of itself, its Commissioners, Councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

Section 6. NOTICES. All notices given under this Agreement shall be in writing and sent by certified mail, return receipt requested, as follows:

If to COUNTY: Bexar County Judge
Attn: Grant Agreement
Bexar County Commissioners Court
101 West Nueva Street, Suite 1019
San Antonio, Texas 78205-3482

and, Laura Cole
BiblioTech Director
101 West Nueva Street, Suite 807
San Antonio, Texas 78205

and, Chief, Civil Section
Bexar County District Attorney's Office
300 Dolorosa, Fifth Floor
San Antonio, Texas 78205

If to LIBRARY: Melissa Uhlhorn
Schertz Public Library Director
798 Schertz Parkway
Schertz, Texas 78154

City Attorney
Denton, Navarro, Rocha, Bernal, & Zech, P.C.
2517 N. Main Avenue
San Antonio, Texas 78212
Attention: Daniel Santee

Section 7. SEVERABILITY. In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word contained in this Agreement is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In such event, there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal, and enforceable.

Section 8. TERM. This Agreement shall commence on the date set out below and shall terminate upon the earlier of: (1) a default under Section 3; or One (1) year from the execution date.

Section 9. AUTHORIZATION. This Agreement was approved by Bexar County Commissioners Court. The Economic Development Grant provided pursuant to this Agreement is expressly subject to the fulfillment by LIBRARY of all of the terms and conditions described herein. At the Request of the COUNTY, LIBRARY shall provide a resolution of its governing authority, with respect to the entry into and performance of this grant agreement.

IN WITNESS WHEREOF, this Agreement is executed in duplicate originals on this _____ day of _____, 2020

COUNTY OF BEXAR

CITY OF SCHERTZ

By: _____
NELSON W. WOLFF
County Judge

By: _____
Name: Mark Browne
Title: City Manager

Date: _____

APPROVED AS TO LEGAL FORM:

Criminal District Attorney
County of Bexar, Texas

By: _____
GERARD CALDERON
Assistant Criminal District Attorney
Civil Section

APPROVED AS TO FINANCIAL CONTENT:

LEO S. CALDERA, CIA, CGAP

County Auditor

DAVID SMITH
County Manager

APPROVED:

LAURA COLE
BiblioTech Director

EXHIBIT "A"

The Parties agree that the procedures set out herein shall be followed in connection with the distribution of the COUNTY grant of ONE HUNDRED (100) CoolPad Surf wi-fi hotspots with unlimited data at a monthly rate of \$22.99 per device for a period of TWELVE (12) months, for a total value of \$27,588.00, to begin with the execution of this agreement.

The SCHERTZ PUBLIC LIBRARY agrees to loan the devices for a circulation period of twenty-one days in accordance with its regular library policies.