

INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN
THE CITY OF PLANO, TEXAS AND
THE PLANO INDEPENDENT SCHOOL DISTRICT
FOR SUB-RECIPIENT MUNICIPAL FUNDS

This Interlocal Cooperation Agreement for reimbursement (“Agreement”) is entered into by and between the Plano Independent School District (“PISD”), a political subdivision of the State of Texas and the City of Plano, Texas (“City”), a Home-Rule Municipal Corporation, referred to individually as “party” and collectively as the “parties”.

WITNESSETH:

WHEREAS, PISD and City are political subdivisions within the meaning of the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the “Act”); and

WHEREAS, the Act provides authority for entities such as PISD and City to enter into interlocal agreements with each other to perform governmental functions and services as set forth in the Act; and

WHEREAS, the City Council approved an Interlocal Cooperation Agreement (ILA) with Collin County, Texas (“Collin”) for the Municipal Direct Expense Funding to address and respond to COVID-19 by Resolution No. 2020-5-15(R); and

WHEREAS, Collin received federal funding under the Coronavirus Aid, Relief, and Economic Security Act (hereinafter “CARES ACT”) to address and respond to the effects of the COVID-19 emergency; and

WHEREAS, City received CARES ACT funding (“Municipal Funds”) from Collin; and

WHEREAS, PISD and City desire to enter into this agreement to allocate Municipal Funds to PISD as sub-recipient for COVID-19 expenditures already paid and incurred; and

WHEREAS, it is in the best interests of the citizens of the City of Plano and Collin County that the Municipal Funds be utilized as set forth herein.

NOW, THEREFORE, PISD and City, for and in consideration of the recitals set forth above and the terms and conditions below, agree as follows:

I.
GRANT AND FUNDING TO PISD

Subject to the terms and conditions of this Agreement, City agrees to grant and transfer to PISD the sum of \$500,000.00 of its CARES ACT funding (“Municipal Funds”). PISD agrees to allocate these Municipal Funds towards PPE, supplies, technology and other COVID-related expenses incurred after May 20, 2020, more specifically described as custodial and desk shields.

II.

PISD shall provide documents, including, but not limited to, copies of invoices and proofs of payments, as well as, explanation for each expenditure from the Municipal Funds under this Agreement. All documentation shall be delivered to City no later than November 16, 2020, and shall be kept by PISD for a minimum of five (5) years after final payment is made using Municipal Funds. PISD agrees to reimburse and return within thirty (30) days any portion of the Municipal Funds that 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.

III.

NATURE OF FUNDING

As a sub-recipient of CARES ACT funding, PISD acknowledges that its use of the funds is subject to the same terms and conditions as City's use of such funds, as set forth in the Interlocal Cooperation Agreement for Municipal Direct Expense Funding attached hereto and incorporated herein by reference. PISD hereby agrees to comply with all terms and conditions of the CARES ACT funding, and to hold City harmless against any repayments, penalties, or interest incurred as a result of the PISD's failure to comply with all terms and conditions of the CARES ACT funding.

IV.

ATTORNEY'S FEES AND COSTS

As part of the CARES ACT funding under this Agreement, City shall be entitled to recover its reasonable and necessary attorney's fees and costs against PISD if it is required to undertake litigation to enforce the terms of this Agreement to the extent allowed by law.

V.

NOTICE

Any notice provided under this Agreement shall be delivered by mail or personal service to the parties named below:

If to PISD, to:

Plano Independent School District
Sara Bonser, Superintendent of Schools
2700 W. 15th Street
Plano, Texas 75075

If to City, to:

City of Plano
Mark D. Israelson, City Manager
P. O. Box 860358
Plano, Texas, 75086-0358

VI.

SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision,

sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party thirty (30) days written notice.

VII. VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The parties agree that this Agreement shall be enforceable in Collin County, Texas, and, if legal action is necessary, exclusive venue shall lie in Collin County, Texas.

VIII. INTERPRETATION OF AGREEMENT

Although this Agreement is drafted by City, this is a negotiated document. Should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

IX. REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

X. ASSIGNMENT

This Agreement is not assignable.

XI. AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. City has executed this Agreement pursuant to duly authorized action of the Plano City Council. PISD has executed this Agreement pursuant to the authority granted by its governing body. Each of the parties shall provide written documentation evidencing the grant of approval by its respective governing body.

**XII.
ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below.

PLANO INDEPENDENT SCHOOL DISTRICT

Date: 10/20/2020

By: Sara M. Bonser
Sara Bonser
Superintendent of Schools

CITY OF PLANO, TEXAS

Date: _____

By: _____
Mark D. Israelson
City Manager

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY