

**INTERLOCAL AGREEMENT BY AND BETWEEN
THE CITY OF PLANO, TEXAS, AND COLLIN COUNTY MENTAL HEALTH MENTAL
RETARDATION CENTER D/B/A LIFEPATH SYSTEMS**

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "City", and **COLLIN COUNTY MENTAL HEALTH MENTAL RETARDATION CENTER D/B/A LIFEPATH SYSTEMS**, a community center established under the provisions of Chapter 534 of the Texas Health & Safety Code, hereinafter referred to as "LifePath Systems", referred to individually as "party" and collectively as the "parties":

WITNESSETH:

WHEREAS, City and LifePath Systems are local governments within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

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

WHEREAS, LifePath Systems provides adult transition services and life and employment skills to young adults with intellectual and developmental disabilities; and

WHEREAS, the parties wish to collaborate to provide vocational training opportunities to young adults with intellectual and developmental disabilities within the City's Library department ("Library") (the "Program"); and

WHEREAS, the Program is beneficial to both parties as the participants will have the opportunity to gain vocational skills, socialization opportunities, trade skills, and independent living skills and the Library will be able to deliver services or projects in a more effective and efficient way, and build relationships within the community and contribute to supporting others in the community; and

WHEREAS, the parties have current revenues available to satisfy the fees and/or expenses incurred, if any, pursuant to this Agreement; and

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

**I.
TERM**

This Agreement shall be for a period of twelve (12) months commencing on the effective date hereof, unless sooner terminated as provided in **Section V. TERMINATION** herein. This Agreement shall automatically renew each year on the Effective Date (each a "Renewal Term") for up to four (4) additional twelve (12) month periods, unless sooner terminated as provided in **Section V. TERMINATION** herein.

II.

A. ROLES AND GENERAL RESPONSIBILITIES OF THE CITY

1. City shall designate a program liaison who will manage Program details and work with LifePath System's program manager in content and logistics planning.
2. City shall provide vocational training opportunities with the Library.
3. City will allow job coaches to be onsite to provide support throughout the Program and/or each vocational training cycle.
4. City will allow job coaches time at the Library to learn about the specific positions prior to the start of any vocational training cycle.
5. City will meet and greet with each candidate prior to the start of the vocational training cycle.

B. ROLES AND GENERAL RESPONSIBILITIES OF LIFEPATH SYSTEMS

1. LifePath Systems will recruit vocational trainees for the Program. LifePath Systems shall review and screen all vocational trainee applications and interview all potential candidates for the needed skills and requirements for each specific position.
2. LifePath Systems will assign an onsite job coach throughout the entirety of the vocational training cycle. Such job coaches are to be onsite whenever an vocational trainee is working at the Library.
3. LifePath Systems shall procure and maintain all liability insurance for job coaches and -vocational trainees involved in the Program.
4. LifePath Systems shall conduct job analysis of each position prior to the start of the vocational training cycle. Such job analysis shall assist LifePath Systems in supporting the vocational trainees in their work experience positions.
5. LifePath Systems shall coordinate the onsite meet and greet with the City.
6. LifePath Systems shall ensure that all vocational trainees follow all of the City's policies and procedures and arrive each day motivated and ready to learn.

III.

CONSIDERATION / FEES

No fees are expected to be incurred by the parties pursuant to this Agreement. However, if fees are incurred, LifePath Systems and City herein recognize that the continuation of any contract after the close of any fiscal year of City, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event the Plano City Council does not approve the appropriation of funds for this Agreement, the

Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

**IV.
TERMINATION**

Either party may terminate this Agreement at any time without cause or penalty by giving thirty (30) days advance written notice. The obligation of the parties to pay any and all fees and/or expenses, if any, incurred under this Agreement prior to the effective date of termination shall survive cancellation until performed or discharged by the parties.

**V.
RELEASE AND HOLD HARMLESS**

To the extent authorized by the constitution and laws of the state of Texas, LifePath Systems agrees to be responsible for its own acts of negligence and Plano, to the extent allowed by law and without waiving any rights or protections provided therein, agrees to be responsible for its own acts of negligence which may arise in connection with any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement for any of its activities or from any act or omission of any employee or invitee of LifePath Systems or the City.

In the event of joint and concurrent negligence, LifePath Systems and the City agree that responsibility shall be apportioned comparatively. This obligation shall be construed for the benefit of the parties hereto, and not for the benefit of any third parties, nor to create liability for the benefit of any third parties, nor to deprive the parties hereto of any defenses each may have as against third parties under the laws and court decisions of the State of Texas.

**VI.
NOTICE**

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

Collin County Mental Health Mental Retardation Center D/B/A Lifepath Systems

Name:

Tammy Mahan

Title:

CEO

Address:

1515 Heritage Dr.

City/State/Zip:

McKinney, Texas 75069

City of Plano, Texas
Libraries Department
Attn: Libby Holtmann, Director of Libraries
P.O. Box 860358
Plano, Texas 75086-0358

VII.
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. LifePath Systems 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.

VIII.
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.

IX.
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.

X.
INTERPRETATION OF AGREEMENT

Although this Agreement is drafted by the 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.

XI.
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.

**XII.
SUCCESSORS AND ASSIGNS**

The parties each bind themselves, their respective successors, executors, administrators and assigns to the other party to this contract. Neither party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement by signing below.

**COLLIN COUNTY MENTAL HEALTH
MENTAL RETARDATION CENTER D/B/A
LIFEPATH SYSTEMS**

Date: 5/24/2024 | 1:36:51 PM CDT

DocuSigned by:
Tammy Mahan
C0C2602E1EE2441...

Name: Tammy Mahan

TITLE: CEO

CITY OF PLANO, TEXAS

Date: _____

By: _____
Mark D. Israelson
CITY MANAGER

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY