

**INTERLOCAL AGREEMENT BY AND BETWEEN  
THE CITY OF PLANO, TEXAS AND PLANO INDEPENDEN SCHOOL DISTRICT**

**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 **PLANO INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas, hereinafter referred to as "PISD", referred to individual as "party" and collectively as the "parties":

**WITNESSETH:**

**WHEREAS**, City is and PISD are political subdivision 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**, the Solomon Center, a PISD program, 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 apprenticeship opportunities to young adults with intellectual and developmental disabilities within the City's Library department (the "Program"); and

**WHEREAS**, the Program is beneficial to both parties as the students will have the opportunity to gain to gain vocational skills, socialization opportunities, trade skills, and independent living skills and the City's Library department ("Library") will 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 PISD, 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 PISD Solomon Center's program manager in content and logistics planning.
2. City shall provide apprenticeship opportunities with the Library.
3. City will allow job coaches to be onsite to provide support throughout the Program and/or each apprenticeship cycle.
4. City will allow job coaches time at the Library to learn about the specific positions prior to the start of any apprenticeship cycle.
5. City will meet and greet with each candidate prior to the start of the apprenticeship cycle.

## **B. ROLES AND GENERAL RESPONSIBILITIES OF PISD**

1. PISD will recruit student apprentices for the Program. PISD shall review and screen all apprenticeship applications and interview all potential candidates for the needed skills and requirements for each specific position.
2. PISD will assign and onsite job coach throughout the entirety of the apprenticeship cycle. Such job coaches are to be onsite whenever an apprentice is working at the Library.
3. PISD shall procure and maintain all liability insurance for job coaches and apprentices involved in the Program.
4. PISD shall conduct job analysis of each position prior to the start of the apprenticeship. Such job analysis shall assist PISD in supporting the apprentices in their apprenticeship positions.
5. PISD shall coordinate the onsite meet and greet with the City.
6. PISD shall ensure that all apprentice 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, PISD 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, PISD 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 PISD or the City.

In the event of joint and concurrent negligence, PISD 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:

**Plano Independent School  
District Representative:**

Name:  
Lisa Wilson

Title:  
Deputy Superintendent for Teaching Learning & Life Readiness

Address:  
2700 W. 15th St

City/State/Zip:  
Plano, TX

Phone/Email:  
469-752-8221

**City of Plano, Texas Library  
Department:**

Attn: Libby Holtmann, Director of  
Library  
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. 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.

**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.

**PLANO INDEPENDENT SCHOOL  
DISTRICT**

Date: Sep 25, 2024

By:   
Lisa Wilson (Sep 25, 2024 12:11 CDT)  
Name: Lisa Wilson  
TITLE: Deputy Superintendent for Teaching  
Learning & Life Readiness  
**CITY OF PLANO, TEXAS**

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

By: \_\_\_\_\_  
Mark D. Israelson  
CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY



# ILA between City of Plano libraries and PISD. - Delmy Ramirez

Final Audit Report

2024-09-25

Created:	2024-09-25
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## "ILA between City of Plano libraries and PISD. - Delmy Ramirez" History

-  Document created by Regina Poynor (regina.poynor@pisd.edu)  
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-  Document e-signed by Lisa Wilson (lisa.wilson2@pisd.edu)  
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