

INTERLOCAL AGREEMENT BETWEEN THE CITY OF PLANO, TEXAS AND COLLIN COUNTY COMMUNITY COLLEGE DISTRICT FOR INFORMATIONAL PROGRAMS

This Interlocal Agreement (the “Agreement”) is made between the CITY OF PLANO, TEXAS, a home-rule municipal corporation (hereinafter referred to as “Plano”), and COLLIN COUNTY COMMUNITY COLLEGE DISTRICT, a Texas public junior college (hereinafter referred to as “COLLIN” or “COLLIN COLLEGE”), referred to individually as “party” and collectively as the “parties”.

WITNESSETH:

WHEREAS, Plano is a political subdivision and COLLIN is a special district 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 COLLIN and Plano to enter into Interlocal agreements with each other to perform governmental functions and services as set forth in the Act, and

WHEREAS, COLLIN is an educational institution that provides its students and community with quality education, career services and practical workforce skills development; and

WHEREAS, Plano’s public libraries (“Plano Public Library”) has a history of providing educational, practical, and creative programming, with an emphasis on early learning, financial literacy, business & entrepreneurship, workforce development, science, technology, engineering, arts and math (“STEAM”), and arts & culture to its patrons; and

WHEREAS, the parties desire to enter into an agreement in which COLLIN would provide educational programming (online or in person) to Plano Public Library’s patrons (“Outreach Program”).

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

I. TERM

The term of this Agreement will commence upon the last date of signature below (the “Effective Date”) and will continue until September 30, 2026 (“Initial Term”). This Agreement is eligible to be renewed by the parties for up to two (2) two-year terms (each a “Renewal Term”), subject to approval by the applicable governing body, unless terminated earlier by either party in accordance with the terms of this Agreement.

II. PURPOSE

The purpose of this Agreement is for COLLIN to provide Outreach Program at or in partnership with Plano and the Plano Public Library from time to time and upon the mutual agreement of the parties. Before implementing any Outreach Program, the parties will meet to discuss and finalize the scheduling and content of such Outreach Program.

III. OBLIGATIONS OF THE PARTIES

A. COLLIN'S ROLES AND RESPONSIBILITIES

- Under this Agreement, COLLIN may provide the following types of Outreach Programs:
 - Educational Programs: Topics may include but not be limited to early learning, career skills development, financial coaching, STEAM topics, career exploration, job training.
 - Job Resource Connection: A bi-weekly program facilitated by Harrington Library staff where COLLIN may participate as guest presenters when available and invited.
 - Collaborative Efforts: Linking COLLIN faculty, staff and/or students with Plano Library staff and/or patrons for educational/informational initiatives, details to be determined; solicitation of participants is prohibited;
- COLLIN will communicate with Plano in advance of any extenuating circumstances necessitating the cancellation of a scheduled Outreach Program;
- COLLIN shall maintain any applicable library equipment or property checked out to COLLIN from Plano in good repair and return the items at agreed upon intervals; and
- COLLIN shall share seasonal Plano Public Library programming and services including information about getting a library card with its staff and students.

B. PLANO'S ROLES AND RESPONSIBILITIES

- Plano will provide meeting space for Outreach Programs at no cost to COLLIN;
- Plano will provide their time and their travel at no cost to COLLIN;
- Plano will communicate plans and provide COLLIN detailed information and expectations for Outreach Programs;
- When Outreach Programs are held at the Plano Public Library, staff will remain in the room while COLLIN representatives are presenting and ultimately be responsible for maintaining control of the room;
- Plano will Notify COLLIN as soon as possible when weather or other unforeseen circumstances necessitate the closure of the library, causing a program cancellation;
- Plano shall attend appropriate COLLIN scheduled events when invited to share information about free library resources with community members, students or staff; and
- Plano agrees to maintain open communication with collaborators at COLLIN.

IV. FEES

This is a non-financial agreement between Plano and COLLIN. No fees are expected to be incurred by the parties pursuant to this Agreement outside of normal operating expenses. However, if fees are incurred, COLLIN and Plano herein recognize that any renewal of this Agreement will be subject to funds available for the agreed upon activities, provided by the party that incurs them.

In the event that either party does not have budgeted funds to cover incurred expenses for activities outlined in this Agreement, the Agreement shall terminate with 30 days' written notice by either party to the other.

V. TERMINATION

Either party may terminate this Agreement at any time without cause or penalty, in whole or in part by giving at least thirty (30) days written notice. All services being terminated shall cease upon the date such notice is received unless otherwise indicated in writing by Plano or COLLIN. 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 such cancellation until performed or discharged by the parties.

VI. RELEASE AND HOLD HARMLESS

To the extent authorized by the constitution and laws of the State of Texas, COLLIN 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 or any employee or invitee of COLLIN or Plano.

In the event of joint and concurrent negligence, COLLIN and Plano agree that each party shall be responsible for its proportionate share of liability. This obligation shall be construed for the benefit of the parties hereto, and not for the benefit of any third parties, nor to deprive the parties thereto of any defenses each may have as against third parties under the laws and court decisions of the State of Texas.

VII. NOTICES

Unless notified otherwise in writing, all notices are required to be given to either party in writing and delivered in person or send via certified mail to the other party at the following respective addresses:

Plano:
CITY OF PLANO
Libby Holtmann, Director
Plano Public Library
2501 Coit Road
Plano, TX 75075

COLLIN:
COLLIN COUNTY COMMUNITY COLLEGE DISTRICT
Contract Administrator
Purchasing Department
Collin Higher Education Center
3452 Spur 399
McKinney 75069

Copy to: Contract Administrator
contractadministrator@collin.edu

VIII. AUTHORITY TO SIGN

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. Plano has executed this Agreement pursuant to duly authorized action of the Plano City Council. COLLIN has executed this Agreement pursuant to the authority granted by its governing body. Upon such request, each of the parties shall provide written documentation evidencing the grant of approval by its respective governing body.

IX. 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.

X. 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.

XI. INTERPRETATION OF AGREEMENT

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

XII. 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.

XIII. 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 and caused this Agreement to be effective on the Effective Date:

COLLIN COUNTY COMMUNITY COLLEGE DISTRICT

DATE 01/22/2025

BY: *Melissa Irby*
Melissa Irby
Chief Financial Officer

APPROVED AS TO FORM:

CITY OF PLANO, TEXAS

DATE _____

BY: _____
Mark D. Israelson
City Manager

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY