

**AGREEMENT BETWEEN THE CITY OF PLANO, TEXAS,  
AND  
DENTON ISD  
FOR ADULT EDUCATION AND LITERACY SERVICES**

This Agreement is made between the CITY OF PLANO, TEXAS, a home-rule municipal corporation (hereinafter referred to as "Plano"), and DENTON ISD (hereinafter referred to as "Denton ISD") as follows:

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and

**WHEREAS**, Plano and Denton ISD are political subdivisions within the State of Texas and are both engaged in the provision of governmental services for the benefit of their citizens; and

**WHEREAS**, the parties desire to enter into an agreement under which Denton ISD provides adult education and ESL instruction for community participants at Plano libraries ("Program"); and

**WHEREAS**, Denton ISD has current grant funds available to satisfy any fees and cost required pursuant to this Agreement.

**NOW, THEREFORE**, Plano and Denton ISD 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 is for a period of two (2) years to be automatically renewed on an annual basis for an additional three one-year terms until the completion of the Program unless terminated earlier by either party in accordance with the terms of this Agreement.

**II. OBLIGATIONS OF THE PARTIES**

**A. SERVICES PROVIDED BY DENTON ISD FOR ADULT EDUCATION AND LITERACY PROGRAM**

Denton ISD will provide Adult Education and Literacy services during the term specified in one or more of the following areas:

- Adult Basic Education (ABE) grade level 0-8.9 Literacy
- Adult Secondary Education (ASE/HSE) grade level 9-12
- English as a Second Language (ESL) and Civics Education
- Transition Classes
- Career Pathways (Integrated Education and Training)
- Work-based Literacy

## **B. SERVICES PROVIDED BY PLANO**

Plano will provide the following services during the term specified:

- Adequate classroom and storage space and instructional fixtures (i.e. projector, screen, white board, chairs/tables).
- Assist Denton ISD in the publicity and promotion of the Adult Education and Literacy program in a coordinated and timely manner through print, online and personal communications to enhance community awareness and participation.
- Abide by terms and conditions set forth in this Agreement to help the program remain in compliance with federal and state guidelines, including but not limited to:
  - Offering a minimum of two and half hours of direct instruction each session.
  - Refrain from proselytizing during the class period.
  - Allow for temporary AEL program signage as needed to help guide students to the facilities/classes.

## **C. PROGRAM SUPERVISION**

Monitoring, coordination and supervision of the program and staff will be the responsibility of the Denton ISD in compliance with all applicable federal, state, and local regulations and guidelines.

## **III. FEES**

This is a non-financial contract between Denton ISD and the City of Plano, allowing Denton ISD to hold classes at Plano Public Library. Denton ISD will pay for the fees and/or expenses incurred pursuant to this Agreement from the current grant funds available. Any renewal will be subject to the grant funds available for that contract term. Plano will contribute the meeting space at no cost.

## **IV. TERMINATION**

Either party may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate this agreement, in whole or in part by giving at least thirty (30) days prior written notice thereof to other party with the understanding that all services being terminated shall cease upon the date such notice is received unless otherwise indicated in writing by the City.

## **V. RELEASE AND HOLD HARMLESS**

Each party agrees to waive all claims against, to release, and to hold harmless the other party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees,

including all expenses of litigation or settlement, or causes of action which may arise by reason or injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement. In the event that a claim is filed, each party shall be responsible for its proportionate share of liability. Denton ISD agree to waive all claims against and hold harmless Plano in the event of early termination of the Agreement with Denton ISD.

#### **VI. IMMUNITY**

In the execution of this Agreement, none of the parties waive, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

#### **VII. ASSIGNMENT AND SUBLETTING**

Denton ISD agree to retain control and to give full attention to the fulfillment of this Agreement, that this Agreement will not be assigned or sublet without the prior written consent of Plano, Library Programs Manager, and that no part or feature of the work will be sublet to anyone objectionable to Plano. Denton ISD further agree that the performance of this Agreement shall not relieve Denton ISD from its full obligations to Plano as provided by this Agreement.

#### **VIII. ENTIRE AGREEMENT**

This Agreement represents the entire and integrated agreement between Plano, and Denton ISD and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by Plano and Denton ISD.

#### **IX. 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 Representative:  
CITY OF PLANO  
Libby Holtmann, Director  
Plano Public Library  
2501 Coit Road  
Plano, TX 75075

Denton ISD AEL:  
DENTON ISD  
Octaviano Garza  
Director Adult Education and Literacy  
815 Cross Timber St.  
Denton, TX 76205

## **X. 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.

## **XI. 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.

## **XII. 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 and necessary, exclusive venue shall lie in Collin County, Texas.

## **XIII. 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 any of the parties.

## **XIV. 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.

## **XV. 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 all parties.

**EXECUTED** on the dates indicated below:

DATE 9/25/2018

**DENTON ISD**

BY:   
Richard L. Valenta  
DEPUTY SUPERINTENDENT  
DENTON ISD

APPROVED AS TO FORM:

\_\_\_\_\_  
\_\_\_\_\_

**CITY OF PLANO, TEXAS**

DATE \_\_\_\_\_

BY: \_\_\_\_\_  
Bruce D. Glasscock  
CITY MANGER

APPROVED AS TO FORM:

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

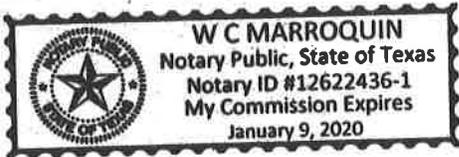
ACKNOWLEDGMENTS

STATE OF TEXAS

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COUNTY OF COLLIN

This instrument was acknowledged before me on the 25th day of September,  
2018 by Richard Valenta Deputy Supt. for Denton ISD, Texas, an  
Independent School District on behalf of such Adult Education.



[Handwritten Signature]  
Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF COLLIN

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_,  
20\_\_\_ by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a  
home-rule municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas