

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

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 PISD Head Start Program provides students and families a quality education, health services, and skills to improve their quality of life ("Program"); and

**WHEREAS**, the Program is beneficial to both parties as the students and families will have the opportunity to engage in City Library activities and the City Library will have opportunities to reach diverse audiences and extend its capacity to provide vital information and resources; and

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

**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.**  
**TERM**

The initial term of this Agreement shall be a period of twelve (12) months commencing upon 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.**  
**CITY ROLES AND RESPONSIBILITIES**

- a. City Library staff will visit PISD Head Start, located at 1600 Rigsbee Drive, Plano, Texas, weekly throughout the school year (September through May) to provide the following activities: storytimes and/or puppet shows.

**III.  
PISD ROLES AND RESPONSIBILITIES**

- a. In May, PISD Head Start students will visit the Harrington Public Library, located at 1501 18th Street, Plano, Texas, for a storytime, puppet show, and tour of the Library facility.
- b. At the end of May, PISD Head Start will send home information regarding the City Public Library System's summer programs.

**IV.  
FEES; APPROPRIATION**

This Agreement shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. 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 given 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 that 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.

**V.  
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 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, PISD agrees to be responsible for its own acts of negligence and City, 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 City.

In the event of joint and concurrent negligence, PISD and 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.

**VII.  
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  
PISD Head Start Program  
1600 Rigsbee Drive  
Plano, Texas 75074

If to City, to:

City of Plano  
Harrington Library  
1501 18th Street  
Plano, Texas, 75074

**VIII.  
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.

**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 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.

**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.

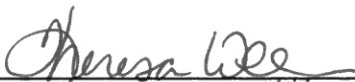
**XIII.  
SUCCESSORS AND ASSIGNS**

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 latest date as reflected by the signatures below.

**PLANO INDEPENDENT SCHOOL DISTRICT**

Date: 5-22-2019

By:   
Name: Theresa Williams  
Title: Chief Operating Officer KIT

**CITY OF PLANO, TEXAS**

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

By: \_\_\_\_\_  
Mark D. Israelson  
City Manager

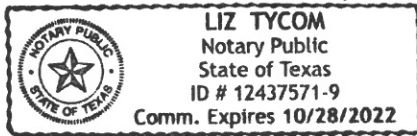
APPROVED AS TO FORM:

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

**ACKNOWLEDGMENTS**

STATE OF TEXAS           §  
  §  
COUNTY OF Collin       §

This instrument was acknowledged before me on the 22 day of May, 2019, by Theresa Williams, (Authorized representative) Chief Operating Officer of **PLANO INDEPENDENT SCHOOL DISTRICT**.



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

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by **MARK D. ISRAELSON**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

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