

**INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND  
COLLIN COUNTY COMMUNITY COLLEGE DISTRICT FOR ADULT EDUCATION  
AND LITERACY SERVICES**

This Agreement is made between the CITY OF PLANO, TEXAS, a home-rule municipal corporation (“Plano”), acting by and through the City Manager, and COLLIN COUNTY COMMUNITY COLLEGE DISTRICT, a Texas public junior college (“Collin College”), acting by and through its Adult Education and Literacy Program and its authorized officers and representatives agree as follows:

**WHEREAS**, Plano and Collin College are political subdivisions within the meaning of Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, 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 government functions and services as set forth in the Act; and

**WHEREAS**, Collin College’s Adult Education and Literacy Program, provides adult education and English as a Second Language (“ESL”) instruction; and

**WHEREAS**, the parties desire to enter into this Agreement in which Collin College will provide adult education and literacy instruction, including ESL instruction, for community participants at one or more of Plano’s library locations (“AEL Program”); and

**WHEREAS**, the Program is beneficial to both parties especially to Plano’s Library department (“Library”) who will be able to provide continuing adult education and ESL instruction to patrons of the Library; and

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

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

**I. TERM**

1. This Agreement shall be for a period of two (2) years commencing upon the last date of signature below (the “Effective Date”) through September 30, 2026 (the “Initial Term”), unless sooner terminated as provided in Section IV. Termination.
2. This Agreement may be renewed each year at least 30 days before the anniversary of the Effective Date (each a “Renewal Term”) for up to three (3) additional one-year periods, unless sooner terminated as provided in Section IV. Termination.
3. The Initial Term, in addition to any Renewal Terms, shall be collectively referred to as the “Term” of this Agreement.
4. Any renewal of this Agreement will be subject to grant funds being available to Collin College for that Renewal Term.

## **II. OBLIGATIONS OF THE PARTIES**

### **A. OBLIGATIONS OF COLLIN COLLEGE**

Collin College will provide adult education and literacy services during the Term of the Agreement in one or more of the following areas:

- Adult Basic Education (“ABE”) grade level 0-8.9
- 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

As part of the services provided by Collin College, Collin College agrees to:

- Provide referrals to the Library’s programs and services;
- Provide its own printer, locked cabinet, and instructional materials;
- Provide quality classes on a weekly basis;
- Maintain classroom space provided in the same condition as it was found;
- Recruit and train teachers who have at least a bachelor’s degree;
- Follow consistent enrollment, assessment and recording procedures as required by the grant awarded to Collin College for the AEL Program provided under this Agreement;
- Abide by Plano’s Library policies, rules, and regulations;
- Follow and operate the AEL Program consistent with any applicable local, state, and federal statutes and regulations including, but not limited to the Workforce Innovation and Opportunities Act;
- Communicate and inform Plano of any program schedule changes or breaks;  
and
- Report monthly attendance to Plano by the last day of each month.

Additionally, Collin College shall be responsible for monitoring, coordination, and supervision of the AEL Program and staff in compliance with all applicable Collin College Board policies, and local, state, and federal statutes and regulations.

### **B. OBLIGATIONS OF PLANO**

In return for the services provided by Collin College, Plano agrees to provide the following in connection with this Agreement:

- Adequate and accessible classroom facilities to instructors and class participants;
- Adequate and secure storage space;
- Access to Wi-fi, computers, printers, and instructional fixtures (i.e. projector, screen, white board, chairs/tables);
- Assist Collin College in the publicity and promotion of the AEL Program in a coordinated and timely manner through print, online and/or personal communications to enhance community awareness and participation;

- Communicate with Collin College leadership regarding any unforeseen events preventing class from occurring; and
- Abide by terms and conditions set forth in this Agreement and to help the AEL Program comply with any applicable local, state, and federal statutes or regulations, including but not limited to:
  - Offering a minimum of two and half hours of direct instruction each session; and
  - Allow for temporary AEL Program signage as needed to help guide students to the classroom facilities.

### **III. FEES**

During the Initial Term, no fees are expected to be incurred by the parties for providing the services detailed in this Agreement. However, if fees are incurred during the Term, Plano and Collin College herein recognize that the continuation of any contract after the close of any fiscal year of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council and Collin College's Board of Trustee approval. In the event the Collin College Board of Trustees or Plano City Council do 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.

Any expenses incurred by Collin College will be paid by Collin College with the available grant funds it has received for the AEL Program. Plano is providing space in its libraries at no cost for Collin College to conduct the AEL Program classes. Collin College is conducting the AEL Program to Plano and its patrons 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 Agreement, 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 programs or services being terminated shall cease upon the date such notice is received unless otherwise indicated in writing by the terminating party.

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

To the extent authorized by the constitution and laws of the state of Texas, Collin College 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 Collin College or Plano.

In the event of joint and concurrent negligence, Collin College and Plano 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 each other or third parties under the laws and court decisions of the State of Texas.

**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. ENTIRE AGREEMENT**

This Agreement represents the entire and integrated agreement between Plano, and Collin College 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 Collin College.

**VIII. 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, TEXAS  
Attn: Plano Public Library  
Libby Holtmann, Director  
2501 Coit Road  
Plano, TX 75075

Collin College:

COLLIN COLLEGE  
Contract Administrator  
Purchasing Department  
Collin Higher Education Center  
3452 Spur 399  
McKinney 75069

Copy to:

COLLIN COLLEGE  
Attn: Adult Education and Literacy  
Marcus Freeman Sr, Program Director  
4800 Preston Park Blvd.  
Plano, TX 75093

**IX. 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.

## **X. 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.

## **XI. GOVERNING LAW AND 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 the state or federal district courts in and/or for Collin County, Texas.

## **XII. 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.

## **XIII. 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.

## **XIV. INDEPENDENT CONTRACTOR**

Other than as outlined in this Agreement, Collin College shall control and direct the delivery of the AEL Program. The parties agree that nothing in the Agreement makes any employee of Collin College an employee of Plano, nor makes any employee of Plano an employee of Collin College. All employees of Collin College providing services related to this Agreement shall be solely subject to Collin College's policies and procedures.

## **XV. SUCCESSORS AND ASSIGNS**

The parties each bind themselves, their respective successors, executors, administrators, and assigns to the other party to this Agreement. 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.

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

**COLLIN COLLEGE**

DATE \_\_\_\_\_

BY: \_\_\_\_\_  
Melissa Irby  
Chief Financial Officer

APPROVED AS TO FORM:

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

**CITY OF PLANO, TEXAS**

DATE \_\_\_\_\_

BY: \_\_\_\_\_  
Mark Israelson  
CITY MANAGER

APPROVED AS TO FORM:

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