

**INTERLOCAL AGREEMENT BY AND BETWEEN
THE CITY OF PLANO, TEXAS AND
COLLIN COUNTY COMMUNITY COLLEGE DISTRICT
FOR HIGHER EDUCATION
2020-0450-I**

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "Plano", and **COLLIN COUNTY COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "College", as follows:

W I T N E S S E T H:

WHEREAS, Plano is a political subdivision and College is an institution of higher education 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 Plano and College to enter into interlocal agreements with each other to perform governmental functions and services as set forth in the Act; and

WHEREAS, Plano wishes to give its employees the ability to obtain Higher Education Continuing Education Courses (the "Program") offered by College; and

WHEREAS, College is an institution of higher education that offers business productivity education courses and desires to offer the courses to Plano employees; and

WHEREAS, Plano has current revenues available to satisfy the fees and/or expenses incurred pursuant to this Agreement; and

WHEREAS, the Program will provide Plano employees with additional knowledge and skills to more effectively serve the citizens.

NOW, THEREFORE, Plano and College, 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 an initial period of twelve (12) months commencing upon the Effective Date (hereinafter defined); provided however, that Plano shall have the right and option to extend the term hereof by up to three (3) additional twelve (12) month periods by giving written notice to College of Plano's election to extend the term, such notice to be given not more than ninety (90) days prior to the expiration of the initial term or the immediately preceding term.

II. THE PROGRAM

The parties agree that College shall offer Soft Skills, Business Productivity and Language courses as identified in **Exhibit "A"** attached hereto and incorporated herein by reference. The parties understand and agree that any deviations or modifications in the terms of the Agreement may be authorized from time to time, but said authorization must be made in writing and agreed to by the parties.

III. ROLES AND GENERAL RESPONSIBILITIES OF THE PARTIES

1. Plano shall designate a Program liaison who will manage Program details and work with College's Program manager in content and logistics planning. Plano shall provide College with required student-employee information for the purpose of registration and documentation. Plano shall also provide appropriate training facilities and all reasonably necessary equipment, including AV equipment.
2. College shall provide curriculum design, Program delivery, assembly of Program materials, development of materials for participants, and a Program manager to work with Plano.

IV. CONSIDERATION / FEES

A. Plano shall pay College according to the terms set out in **Exhibit "A"**, attached hereto and made a part hereof. Payment shall be made by Plano within 30 days of receipt of invoice for services provided. Total compensation under this Agreement is estimated to be **TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00)**. Plano will pay for the fees and/or expenses incurred pursuant to this Agreement from its current available revenues. Any renewal will be subject to Plano having the revenues available for that contract term.

Course materials may include workbooks from industry vendors or custom-designed materials from a professional trainer approved by the College. Plano reserves the right to review all course presentations and materials prior to the scheduled course. Material costs will vary. Any material cost exceeding \$40.00 per participant for any course will need prior approval from Plano. If Plano cancels a class less than seven (7) days before the training start date, College will assess a charge equal to fifty percent (50%) of the class fee plus the cost of non-refundable, non-returnable materials if applicable.

B. College recognizes that this Agreement shall commence upon the Effective Date (hereinafter defined) and continue in full force and effect until termination in accordance with its provisions. College and Plano herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, 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 for future payments.

**V.
TERMINATION**

Either party may terminate this Agreement at any time without cause or penalty by giving thirty (30) days advance written notice. Plano shall pay all fees and costs, if any, incurred by College pursuant to this Agreement through the effective date of termination or receipt of final invoice.

**VI.
RELEASE AND HOLD HARMLESS**

COLLEGE, TO THE EXTENT AUTHORIZED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, 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.

IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE, 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 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:

**Collin County Community College
Representative:**

Natalie Greenwell
Director, Center for Workforce and
Economic Development
Collin County Community College District
4800 Preston Park Blvd.
Plano, Texas 75093
(972) 985-3768

City of Plano Representative:

Debbie Speed
Training Administrator
City of Plano
1520 Avenue K, Suite 130
Plano, Texas 75074
(972) 941-7217

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. Plano has executed this Agreement pursuant to duly authorized action of the Plano City Council. College 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.
INSURANCE AND CERTIFICATES OF INSURANCE

College shall procure and maintain for the duration of the Agreement insurance coverage as set forth in the Insurance Requirements marked **Exhibit "B"**, attached hereto and incorporated herein by reference. College shall provide a signed insurance certificate verifying that it has obtained the required insurance coverage prior to the effective date of this Agreement.

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 construed more favorably for either party.

**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.
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 as of the last date listed below (the "Effective Date" when signed by the parties..

**COLLIN COUNTY COMMUNITY
COLLEGE DISTRICT (HIGHER ED)**

Date: _____

By: _____
Name: _____
TITLE: _____

CITY OF PLANO, TEXAS

Date: _____

By: _____
Mark D. Israelson
CITY MANAGER

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

EXHIBIT “A”

Program: Four Areas of Specialization Include: Executive Resources, Business Solutions, Essential Soft Skills, and IT/Computer Education.

Courses offered under this Program may include, but are not limited to, the following:

- Coaching
- Change Management
- New Manager/Supervisor
- Leadership
- Board Development
- Lean Six Sigma
- Customer Service
- Organization/Time Management
- Communication Skills
- Implicit Bias/Cultural Diversity
- Sexual Harassment Prevention
- Languages
- Cybersecurity
- Microsoft Office Suite – Excel, Word, PowerPoint, Access, Outlook
- QuickBooks
- Programming – Java, UNIX/LINUX
- AWS Certification
- Coding

Continuing Education Units: City employees will be given the opportunity to receive continuing education units as appropriate for each course length.

Materials/Supplies Costs: City of Plano will make copies of most course materials. Material costs will not exceed \$20.00 per student for any course without prior authorization.

Scheduled Course Dates: To be determined by **Plano** and **College**.

Instructor: College will employ qualified instructors to provide educational services in accordance with state regulations and policies of the College.

Participants and Tuition:

Plano ILO			
Year 0	Thru 8/31/2020		
	per/person		min/class
1/2 day	\$82.50		\$1,320.00
full day	\$165.00		\$2,640.00
Yr 1-2	9/1/2020 -8/31/22		
1/2 day	\$85.50		\$1,368.00
full day	\$171.00		\$2,736.00
Yr 3-4	9/1/22 -8/31/2024		
1/2 day	\$88.75		\$1,420.00
full day	\$177.50		\$2,840.00

Online courses available for individual or groups.

Online course fees are based upon course.

COMPLIANCE WITH HIGHER EDUCATION COORDINATING BOARD RULES

Under the terms and conditions of this Agreement:

- A. The courses will remain under the sole and direct control of the College;
- B. Instructors of Company must meet qualifications stipulated by the College;
- C. College retains supervision of instructors;
- D. College will approve curriculum provided by the Company;
- E. College is responsible for recruitment through Company, admission, counseling of students; and
- F. If the Texas Higher Education Coordinating Board adopts new rules during the term of this Agreement, these new rules will prevail.

CITY OF PLANO GENERAL CONTRACTUAL INSURANCE REQUIREMENTS

Vendors/Contractors performing work on City property for the City of Plano shall provide the City a certificate of insurance evidencing the coverage's and coverage provisions identified herein. Vendors/Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of insurance as required herein or that the subcontractors are included under the vendors/contractor's policy. The City, at its discretion, may require a certified copy of the policies, including all relevant endorsements.

Listed on the following pages are the types and amounts of insurance required.

General Requirements Applicable to All Insurance

1. The vendor/contractor shall obtain and maintain the minimum insurance coverage set forth in this section during the entire contract period.
2. The vendor/contractor agrees that the insurance requirements specified herein do not reduce the liability vendor/contractor has assumed in any indemnification/hold harmless section of the contract.
3. Coverage shall be on a primary basis and non-contributory with any other insurance coverage and/or self-insurance carried by City.
4. Vendor/contractor is responsible for providing the City a minimum of 30 days' notice of a material change or voluntary cancellation of insurance coverage required under this contract and notice within 10 days of any notice of termination no matter the cause.
5. Where indicated as required, "The City of Plano, the City Council and its members, the City's agents, officers, directors, and employees shall be included as an additional insured under all insurance coverage required." (This statement must be in the Description of Operations/Locations/Vehicles Section of the ACORD 25 Form).
6. Endorsements for certain coverages may be required, see the following pages for coverages requiring endorsements.

Evidence of Insurance Required

Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this contract, vendor/contractor shall furnish City a Certificate(s) of Insurance (COI) on a form approved by the Texas Department of Insurance and signed by an authorized representative of each insurer.

The COI shall contain the following information and accompany required endorsements as identified (see #3, #5 and #6):

- List each insurer's NAIC Number or FEIN
- State the following in the Certificate Holder Section:

The City of Plano
Risk Management Division
1520 K Avenue, Suite 117
Plano, Texas, 75074

Educational Training on site Insurance Requirements

Coverage	Requirement	Details	Importance
Auto	Limit per Accident or Combined Single Limit	1,000,000	Major
	Coverage to include "Owned, Non-Owned, and Hired" automobiles.		Major
	Additional Insured - CA 2048		Major
	Waiver of Subrogation		Major
	Self-Insured Retention Declared & Approved		Major
	Primary & Non-Contributory		Major
	Project number and name/description must be included.		Major
	AM Best Rating	A (Excellent)	Major
	30 Day NOC		Major
	"The City, City Council & its members, City's agents, officers, directors & employees" shall be included as additional insured.		Major
General Liability	Limit per Occurrence	1,000,000	Major
	Aggregate Limit	2,000,000	Major
	Personal & Advertising Injury Limit	1,000,000	Major
	Products & Completed Operations Limit	2,000,000	Major
	Additional Insured - CG 2010, 2037, or 2033		Major
	Primary & Non-Contributory		Major
	Project number and name/description must be included.		Major
	AM Best Rating	A (Excellent)	Major
	30 Day NOC		Major
	"The City, City Council & its members, City's agents, officers, directors & employees" shall be included as additional insured.		Major
Workers Compensation	Employers Liability Limit	1,000,000	Major
	Limit Meets WC Statutory Minimum		Major
	Waiver of Subrogation		Major
	Primary & Non-Contributory		Major
	Self-Insured Retention Declared & Approved		Major
	Project number and name/description must be included.		Major
	30 Day NOC		Major



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Roach Howard Smith & Barton 8750 N. Central Expressway Suite 500 Dallas TX 75231	CONTACT NAME: Helen Stuart PHONE (A/C, No, Ext): (972) 744-2704 E-MAIL ADDRESS: hstuart@rhsb.com FAX (A/C, No): (972) 744-2804
INSURED Collin County Community College District P.O. Box 8021 McKinney TX 75070	INSURER(S) AFFORDING COVERAGE INSURER A: Deep East SIF INSURER B: Texas Public Entity Group INSURER C: United Educators Insurance INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: Cert ID 45966

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6604G003791	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 BI/PD Combined Ded \$ 25,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			8104F268091	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ BI/PD Combined Ded \$ 10,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			Y3709N	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	225	09/01/2019	09/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							\$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General and Auto Liability policies include a Blanket Automatic Additional Insured endorsement or provision that provides Additional Insured status to certificate holder only when there is a written contract between named insured and certificate holder that requires such status. General Liability policy contains a special endorsement or provision with Additional Insureds-Primary and Non-Contributory. General and Auto Liability policies include a Blanket Automatic Waiver of Subrogation endorsement or provision that provides this feature only when there is a written contract between named insured and certificate holder that requires it.

CERTIFICATE HOLDER

CANCELLATION

For Information Purposes Only
Confers No Rights to Holder

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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