

INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is made and entered into this 13 day of October, 2016, between Collin County Community College District, a political subdivision of the State of Texas (hereinafter "COLLEGE") and City of Plano, a political subdivision of the State of Texas (hereinafter "CITY").

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

WHEREAS, both the COLLEGE and CITY have the authority to enter into this Agreement pursuant to Chapter 791, Texas Government Code; and

WHEREAS, the COLLEGE has invested in the purchase, design, installation, operations and maintenance of a Fiber Optic Wide Area Network to meet its needs; and

WHEREAS, the CITY has invested and continues to plan for future expansion in the purchase, design, installation, operations and maintenance of a Fiber Optic Wide Area Network to meet its needs; and

WHEREAS, it is mutually beneficial to both parties to execute this agreement whereby the COLLEGE's Fiber Optic Wide Area Network and physical fiber paths can provide high-speed communications for the CITY and whereby the CITY's Fiber Optic Wide Area Network and physical fiber paths can provide high-speed communication for the COLLEGE; and

WHEREAS, the mutual cooperation of each party hereto will have the benefit of saving tax dollars which, otherwise, would be required to be spent by each entity separately; and

WHEREAS, the entities will further receive a benefit by being able to reach

geographically separated facilities, the benefits of which include, but are not limited to:

1. Reduction of permitting, trenching, directional boring, and pole rental fees where fiber overlashing is permitted and possible; and
2. Shared cost for future expansion of fiber optic networks routes; and
3. Shared cost for future fiber optic cabling installation; and
4. The ability to logically extend data networks to geographically separated facilities (no dependence on public network).

NOW THEREFORE, in consideration of the mutual representations, terms and covenants hereafter set forth, the parties hereby agree as follows:

Section 1. Fiber Optic Network and Physical Path Sharing

1.1 This Agreement authorizes the CITY to utilize strands of fiber and physical fiber paths through the use of overlashing, where permitted by applicable ordinance, law or regulations, on the COLLEGE's Fiber Optic Wide Area Network for the purpose of providing communication services, and authorizes the COLLEGE to utilize strands of fiber and physical fiber paths through the use of overlashing, where permitted by applicable ordinance, law or regulations, on the CITY's Fiber Optic Wide Area Network for the purpose of providing communication services.

1.2 The COLLEGE grants the CITY the use of four (4) pair (*i.e.*, eight (8) total strands) of fiber and the use of existing physical fiber pathways for future expansion of the CITY's Fiber Optic Wide Area Network. The CITY grants the COLLEGE the use of the CITY's existing and future fiber pathways and the use of future fiber strands where available capacity permits.

Section 2. Representative/Monitoring Position

The following Points of Contact shall serve as each entity's representative/contract monitor during the term of this Agreement:

COLLEGE Point of Contact:

David Hoyt, Associate Vice President/Chief Information Officer
DHoyt@collin.edu
972.599.3133

CITY Point of Contact:

Chief Information Officer
CIO@plano.gov
972.941.5391

Section 3. Effective Date/Term

This Agreement shall take effect on the day of execution by the last signing party and shall automatically renew for successive one (1) year terms unless otherwise terminated as provided herein.

Section 4. Services Rendered

4.1 The COLLEGE agrees to allow the CITY to connect the following CITY facilities to the COLLEGE's Fiber Optic Wide Area Network through a Point of Presence; provided, however, the CITY is responsible for all costs related to such connection and CITY commits to use only the COLLEGE's contracted maintenance vendor:

- 4125 W Parker Blvd, Plano, TX 75093
- 1117 E 15th Street, Plano, TX 75074

4.2 The COLLEGE agrees to provide connectivity to future CITY facilities if mutually agreeable to both parties (at CITY's expense). The CITY agrees to provide connectivity to future COLLEGE facilities if mutually agreeable to both parties (at COLLEGE's

expense). Any such future agreements shall be memorialized by the COLLEGE and the CITY in writing.

4.3 Both entities will allow the other entity to utilize existing and future fiber optic ducts, pathways, and pole locations where mutually agreeable to both parties and permitted by applicable ordinance, law or regulation (at the installing entity's expense). Any such future agreements shall be memorialized by the COLLEGE and the CITY in writing.

Section 5. Responsibilities and Duties

5.1 COLLEGE Responsibilities:

COLLEGE, at its own expense, will provide equipment and facilities as defined below:

- COLLEGE will provide and maintain the fiber and equipment at the COLLEGE's facilities.
- COLLEGE will notify CITY at least two (2) weeks before any scheduled maintenance on the Fiber Optic Wide Area Network and/or communications equipment that will render any part of the Fiber Optic Wide Area Network out of service.
- COLLEGE will notify CITY as soon as reasonably practicable for any unscheduled downtime that will render any part of the COLLEGE's Fiber Optic Wide Area Network out of service.

5.2 CITY Responsibilities:

CITY, at its own expense, will provide equipment and facilities as defined below:

- CITY, at its expense, will provide and maintain the fiber and equipment at CITY facilities.
- CITY will contract directly with COLLEGE's contracted maintenance vendor for any additional fiber needed to connect CITY facilities to the Fiber Optic Wide Area Network.
- CITY will pay to COLLEGE annual maintenance costs in the amount of \$5,892.50 for the for the Fiber Optic Wide Area Network, which payment will be made to COLLEGE in accordance with the Texas Prompt Payment Act upon CITY receiving an invoice from the COLLEGE. The invoice submitted by COLLEGE must identify the costs of the prior year's maintenance.
- CITY will notify COLLEGE at least two (2) weeks before any scheduled maintenance on the Fiber Optic Wide Area Network and/or communications equipment that will render any part of the Fiber Optic Wide Area Network out of service.
- CITY will notify COLLEGE as soon as reasonably practicable for any unscheduled downtime that will render any part of the CITY's Fiber Optic Wide Area Network out of service.

5.3 The CITY shall have no requirement to install, operate, or maintain any equipment on the premises of the COLLEGE. The COLLEGE shall have no requirement to install, operate or maintain any equipment on the premises of the CITY.

5.4 The COLLEGE will connect, expand, or otherwise modify the Fiber Optic Wide Area Network components which are owned by the COLLEGE. The CITY will connect,

expand, or otherwise modify the Fiber Optic Wide Area Network components which are owned by the CITY.

5.5 The COLLEGE will provide the CITY with access to the COLLEGE's Fiber Optic Wide Area Network on a good faith effort basis.

5.6 The CITY will provide the COLLEGE with access to the CITY'S Fiber Optic Wide Area Network on good faith effort basis.

5.7 Neither entity makes any warranties, express or implied (including those regarding merchantability or fitness for a particular purpose), respecting any duties or obligations of the other under this Agreement, and each entity waives any and all warranties, express or implied.

5.8 Neither entity is obligated to install, operate or maintain any equipment on the premises of the other entity.

Section 6. Breach/Opportunity to Cure

The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default thirty (30) days written notice to cure said default before exercising any of its rights as provided for in this Agreement.

Section 7. Termination

This Agreement may be terminated by either party to this Agreement upon six (6) months written notice to the other party. Should either party determine it is in their best interest to terminate the Agreement, each party will work in good faith to determine a mutually agreeable timeframe in which to relocate, modify or remove any existing equipment and services.

Section 8. Notice

All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail to the following:

COLLEGE	CITY
Collin County Community College District	City of Plano
Associate Vice President/Chief Information Officer	Office of the Chief Information Officer
3452 Spur 399	1117 E 15 th Street
McKinney, TX 75069	Plano, TX 75074

Section 9. Liability

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions and negligence of the other party. Nothing in this Agreement is intended to be a waiver of either party's governmental or sovereign immunity.

Section 10. Amendments

This Agreement may be amended from time to time by written amendment executed by both parties.

Section 11. Remedies

This Agreement shall be construed by and governed by the laws of the State of Texas. Any and all legal action necessary to enforce the Agreement will be held in Collin County, Texas. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to

every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

Section 12. Captions

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 13. Severability

In the event that any section, paragraph, sentence, clause or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

Section 14. Non Waiver

Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by in writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which in it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

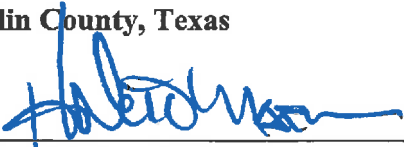
Section 15. Counterparts

The Agreement may be executed in a number of counterparts, each of which shall be deemed an original and constitute one and same instrument.

Section 16. Entirety of Agreement

This Agreement represents the entire understanding between the parties and supersedes all other negotiations, representations or agreement, either written or oral, relating to this Agreement.

Collin County, Texas

By: 

H. Neil Matkin, Ed.D.
District President
Collin County Community College District

City of Plano, Texas

By: 

Bruce D. Glasscock, City Manager

APPROVED AS TO FORM

for By: 

Paige Mims, City Attorney

ACKNOWLEDGEMENTS

STATE OF TEXAS

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COUNTY OF COLLIN

This instrument was acknowledged before me on the 16 day of September, 2016, by H. Neil Matkin, President, **COLLIN COUNTY COMMUNITY COLLEGE DISTRICT**, a public community college established under Chapter 130 of the Texas Education Code.

Roxanne R Jones
Notary Public, State of Texas



STATE OF TEXAS

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COUNTY OF COLLIN

This instrument was acknowledged before me on the 13th day of October, 2016, by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of such municipal corporation.

Carleona Patterson
Notary Public, State of Texas

