

**INTERLOCAL AGREEMENT BY AND BETWEEN
THE CITY OF PLANO, TEXAS AND
COLLIN COUNTY COMMUNITY COLLEGE DISTRICT
FOR HIGHER EDUCATION
2024-0528-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:

WITNESSETH:

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 a 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 a period of twelve (12) months commencing upon effective date hereof ("Initial Term"). This Contract shall automatically renew for up to three (3) twelve-month periods (each a "Renewal Term") unless sooner terminated pursuant to **Section V. TERMINATION**.

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 signed by both 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 shall not exceed the sum of **TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00)** annually. 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 \$20.00 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:**

Name: Janna Nixon
Title: Director, Corporate Training
Company: Collin County Community College District
Address: 4800 Preston Park Boulevard
City/State/Zip: Plano, TX 75093
Phone: 972-599-3188 / Email: jnixon@collin.edu

City of Plano Representative:

Name: Debbie Speed
Title: Training Coordinator, Senior
Company: City of Plano, Texas
Address: 1520 K Avenue, Suite 130
City/State/Zip: Plano, TX 75074
Phone: 972-941-7217 / Email: debbies@plano.gov

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.

**XV.
EFFECTIVE DATE**

This Contract shall be effective from and after the date of September 15, 2024.

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

**COLLIN COUNTY COMMUNITY
COLLEGE DISTRICT**

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: **Soft Skills, Business Productivity and Language courses.**

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

- Leadership
- Customer Service
- Diversity
- Ethics
- Communications
- Business writing
- DiSC
- Project Management
- CPR/First Aid
- Spanish
- English-as-a-Second Language
- Computer Training

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:

TOPIC	TERM	COST*	
		1/2 Day	Full day
	Year 1: 9/1/24-8/31/25		
Leadership & Soft Skills		\$1,750.00	\$3,500.00
MS Office		\$1,000.00	\$1,800.00
Business Communications		\$1,600.00	\$3,200.00
	Year 2: 9/1/2025 -8/31/26		
Leadership & Soft Skills		\$1,800.00	\$3,600.00
MS Office		\$1,025.00	\$1,850.00
Business Communications		\$1,650.00	\$3,300.00
	Year 3: 9/1/26 -8/31/27		
Leadership & Soft Skills		\$1,860.00	\$3,720.00
MS Office		\$1,050.00	\$1,900.00
Business Communications		\$1,725.00	\$3,400.00

*Up to 25 participants

Online classes are available for individuals or groups; fees are based upon course

Foreign Language & ESL classes are available and are priced by course/duration

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.

EXHIBIT "B"
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

General Contracts – 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
	Additional Insured		Major
	Applicable endorsements attached for additional insured, waiver of subrogation, and primary and non-contributory.		Major
	Self-Insured Retention Declared & Approved		Major
	Waiver of Subrogation		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
Aggregate Limit		2,000,000	Major
Personal & Advertising Injury Limit		1,000,000	Major
Products & Completed Operations Limit		2,000,000	Major
Self-Insured Retention Declared & Approved			Major
Additional Insured – CG 2010 or 2033 and 2037 (or equivalent)			Major
Applicable endorsements attached for additional insured, waiver of subrogation, and primary and non-contributory.			Major
Primary & Non-Contributory			Major
Waiver of Subrogation			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
	Limit Meets WC Statutory Minimum		Major
	Waiver of Subrogation (attach endorsement)		Major
	AM Best Rating	A- (Excellent)	Major
	30 Day NOC		Major

