

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

**INTER LOCAL COOPERATION AGREEMENT
FOR ALLEN ANIMAL SHELTER USE**

This Inter Local Cooperation Agreement (“Agreement”) is made by and among the CITY OF ALLEN, TEXAS, a Texas home-rule municipality (collectively hereinafter referred to as “City”), and the Collin County Community College District, a Texas public junior college established under Chapter 130 of the Texas Education Code, (hereinafter referred to as “Collin College”) acting by and through their duly authorized representatives (the City and Collin College collectively referred to as “the Parties” or individually as “Party”).

Recitals

WHEREAS, the City and Collin College are political subdivisions within the State of Texas, each of which engages in the provision of governmental services for the benefit of their citizens; and

WHEREAS, the Interlocal Cooperation Act under Chapter 791 of the Texas Government Code (the “Act”) provides authority for local governments of the State of Texas to enter into Interlocal agreements with each other regarding governmental functions and services as set forth in the Act; and

WHEREAS, the City owns, operates, and maintains the Allen Animal Shelter (hereinafter referred to as “Shelter” or “Facility”) for the purpose of serving Allen's pets and wildlife through adoption, rehabilitation, pet registration, animal surrender and education; and

WHEREAS, Collin College wishes to use designated areas of the Shelter for conducting the Veterinary Technology Programs of Collin College; and

WHEREAS, the use of the Shelter in the provision of governmental services promotes efficiency and effectiveness of local governments, and provides real life educational experiences for Collin College students; and

WHEREAS, any payments that the Parties are required to make hereunder, if any, shall be made from current, available revenue;

NOW, THEREFORE, the City and Collin College, for and in consideration of the and terms and conditions contained herein and other valuable consideration the receipt and sufficiency of which are hereby acknowledged the Parties agree as follows:

I. TERM: PURPOSE

The term of this Agreement is will begin on the 1st day of May, 2021, and continue through the 30th day of May, 2022 (“Initial Term”). Thereafter the term of this Agreement shall automatically be renewed for successive terms of one (1) year periods each (each a “Renewal Term”), unless sooner terminated by any Party by providing to the other Party written notice of termination at least 30 days before the end of the then current term. For purposes of this Agreement “term” shall mean the Initial Term and any Renewal Term.

The purpose of this Agreement is to set forth the terms and conditions for the use of the

Shelter by Collin College to provide instruction to students enrolled at Collin College for Veterinary Technology Programs.

II. OBLIGATIONS OF COLLIN COLLEGE

Section 2.01 Collin College shall use the Shelter for Curriculum and Instruction – Collin College will have sole oversight and control of the curriculum, staffing, and instructional materials for the college courses offered at the Facility.

Section 2.02 Equipment Utilization – Collin College will supply any equipment needed for the program. Such equipment will be made available to teachers and students. Each student receiving instruction at the Facility may not use any City equipment, computer, fax, or telephone equipment, except the City's telephone may be used in the event of an emergency.

Section 2.03 Standards of Conduct – Collin College shall be responsible for resolving standards of conduct violations by students admitted to Collin College or persons employed by Collin College at the Facility. Each student receiving instruction at the Facility shall be required to comply with Facility Polices.

Section 2.04 Collin College shall ensure that each student receiving instruction at the Facility provides a liability release form, in a form provided by City, prior to being permitted to access the Facility.

Section 2.05 Collin College shall during the term of this Agreement obtain and maintain in full force and effect, at its expense, the following policies of insurance and coverage:

(a) Commercial General Liability Policy. Commercial General Liability Policy covering bodily injury, death and property damage, including the property of the City, its officers, contractors, agents and employees (collectively referred to as the "City") insuring against claims, demands or actions relating to Collin College use of the Facility pursuant to this Agreement with minimum limits of not less than Two Million Dollars (\$1,000,000) combined single limit, and One Million Dollars (\$1,000,000) aggregate, This policy shall be primary to any policy or policies carried by or available to the City, as relates to District operations.

(b) Workers' Compensation/Employer's Liability Insurance Policy. Workers' Compensation/Employer's liability insurance policy in full accordance with the statutory requirements of the State of Texas and shall include bodily injury, occupational illness or disease coverage with minimum Employer's Liability limits of not less than \$1,000,000/\$1,000,000/\$1,000,000.

(c) Automobile Liability Insurance Policy. Automobile liability insurance policy covering all operations of the Collin College pursuant to this Agreement involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability.

(d) Excess Coverage. The above insurance limits can be provided by primary policies reflecting required limits or through a combination of primary and excess liability insurance policies. The general liability and automobile liability insurance shall be primary and any excess or umbrella coverage shall follow form to the primary coverage.

(e) Waiver of Subrogation Rights. All such policies of insurance shall waive the insurer's right of subrogation against the City. The Commercial General Liability, Worker's Compensation, and Business Auto insurance required pursuant to this Agreement shall provide for waivers of all rights of subrogation against the City.

(f) Additional Insured Status. All insurance shall be endorsed to provide the following provisions: (1) name the City, its council, officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements Collin College shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance. All policies must be written on a primary basis, non-contributory with any insurance coverage and/or self-insurance maintained by the City.

(g) Certificates of Insurance. Certificates of Insurance and policy endorsements in a form satisfactory to City shall be delivered to City prior to the commencement of the use of the Facility under this Agreement and annually thereafter until the expiration or termination of this Agreement. All required policies shall be endorsed to provide the City with thirty (30) days advance notice of cancellation, waiver of subrogation, City as additional insureds, and shall be primary with City insurance coverage being non-contributory.

(h) At the renewal of the required insurance policies, Collin College shall cause a Certificate of Insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to City. In addition, Collin College shall, within ten (10) business days after written request, provide City with Certificates of Insurance and policy endorsements for the insurance required herein. All policies must be written on a primary, non-contributory basis with any other insurance coverage and/or self-insurance maintained by City.

(i) Carriers. All policies of insurance required to be obtained by Collin College pursuant to this Agreement shall be maintained with insurance carriers that are reasonably satisfactory to City and lawfully authorized to issue insurance in the state of Texas for the types and amounts of insurance required herein. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A - VII or better" by AM Best or other equivalent rating service.

III. OBLIGATIONS OF CITY

Section 3.01 Allow Collin College program staff and students access at no charge to the treatment areas and kennel areas, along with access to the parking lot, of the Facility.

Section 3.02 Work with Collin College to permit preliminary setup for events after 8 a.m. on days specified for labs and activities.

Section 3.03 Facility Compliance –The City will be responsible for ensuring that the Facility is following all local, state, and federal statutes, regulations, and codes including, but not limited to applicable building codes (structural, electrical, plumbing, HVAC, and life safety).

Article IV. CONTROL OF THE EVENT

Section 4.01 Other than as outlined in this Agreement, Collin College shall control and direct the planning, execution, and decision-making regarding the Veterinary Technology Programs. The Parties agree that nothing in the Agreement makes any employee of Collin College an employee of the City, nor makes any employee of the City 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.

Article V. LIABILITIES

It is understood that no Party to this Agreement is the agent of any other Party and no Party is liable for the wrongful acts or negligence of other parties. Each Party shall be responsible for its negligent acts or omissions and those of its own officers, employees, or agents to the extent provided by applicable Texas law.

Article VI. SIGNATURE AND MODIFICATION

This Agreement may only be modified by written consent of authorized officials from the Shelter, and Collin College.

This Agreement shall become effective upon signature by the authorized officials from each Party and will remain in effect until modified or terminated by consent of all Parties.

This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the written agreement of all the Parties hereto.

Article VII. CHOICE OF LAW / VENUE / RESOLUTION OF DISPUTES

This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas. Venue for any action related to this Agreement shall lie in the applicable state or federal district courts in and for Collin County, Texas. The Parties agree to pursue mediation of disputes as the first resort. If mediation is unsuccessful, the Parties may pursue other legal action.

Article VIII. AUTHORITY

The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his/her signature appears, that there are no other Parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

Article IX. ASSIGNMENT

This Agreement may not be assigned by any Party without the consent of the other Parties.

Article X. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the City and Collin College, and supersedes all prior negotiations, representations and/or agreements, either written or oral. The Parties may amend this Agreement only by written instrument signed by Collin College and the City.

Article XI. NOTICES

Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received when sent by courier or otherwise hand delivered.

If intended for Collin College, to:

Collin College Representative:
Vice President of Administrative Services/CFO
Collin Higher Education Center
3452 Spur 399
McKinney, Texas 75069

WITH COPY TO:

Sabrina L Cummings, DVM, PhD
Director of Veterinary Technology
391 Country Club Drive
Wylie, Texas 75098
(972) 378-8378
Email: slcumings@collin.edu

If intended for City, to:

City Representative:
City Manager
City of Allen
205 W. McDermott Drive
Allen, Texas 75013

WITH COPY TO:

Deborah Michnick
Animal Control Supervisor
770 S. Allen Heights Drive
Allen, Texas 75002
(214) 509-4378
Email: animalshelter@cityofallen.org

Article XIII. 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.

Article XV. INTERPRETATION OF AGREEMENT

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 any Party.

Article XVI. 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 any Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

Article XVII. SUCCESSORS AND ASSIGNS

The terms and conditions of this Agreement are binding upon the successors and assigns of the Parties.

Article XVIII COUNTERPARTS

This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

ARTICLE XIX GOVERNMENTAL IMMUNITY.

It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, the Parties do not create any obligations, expressed or implied, other than those set forth herein, and this Agreement shall not create any rights in any parties not signatory hereto. Each Party agrees to and accepts full responsibility for the acts, negligence and/or omissions of such Party's officers, agents and employees in the execution and performance of this Agreement.

[Signature Page Follows]

EXECUTED on the dates indicated below:

**COLLIN COUNTY COMMUNITY COLLEGE
DISTRICT**

BY: _____
Andrew Hardin
Chair, Board of Trustees

CITY OF ALLEN, TEXAS

BY: _____
Eric Ellwanger
City Manager

APPROVED AS TO FORM:

Peter G. Smith, Attorney for the City of Allen, Texas

ACKNOWLEDGEMENTS

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This instrument was acknowledged before me on the _____ day of _____, 2021, by Andrew Hardin, Chair, Board of Trustees of the **COLLIN COUNTY COMMUNITY COLLEGE DISTRICT**, a public junior college established under Chapter 130 of the Texas Education Code.

Notary Public, State of Texas

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This instrument was acknowledged before me on the _____ day of _____, 2021, by **ERIC ELLWANGER**, City Manager of the **CITY OF ALLEN, TEXAS**, a home-rule municipality, on behalf of such Municipality.

Notary Public, State of Texas