

# INTERLOCAL AGREEMENT

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This INTERLOCAL AGREEMENT, is made and entered between McKinney Independent School District (hereinafter "MISD") and COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter "COUNTY") collectively (hereinafter "the Parties").

## WITNESSETH

**WHEREAS**, both MISD and COUNTY have the authority to enter into this Agreement pursuant to Chapter 791, Texas Government Code and;

**WHEREAS**, it has been determined mutually beneficial to both Parties to execute this Agreement which sets forth the parameters below and;

**WHEREAS**, MISD has determined that entering into this Agreement is in the best interests of the District and its staff and students and directly relates to the continued operation of the public schools;

**NOW THEREFORE**, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the Parties hereby agree as follows:

### Section 1. Purpose

The purpose of this Agreement is to set forth the parameters under which the MISD will provide the County certain "Property", such as computers, portals, technology accessories, and related items, as well as access to computers and the internet for educational purposes during the day for incarcerated MISD students in the Collin County John R. Roach Juvenile Detention Center ("CRC"). Additionally, the MISD staff will be on-site at the CRC to facilitate instruction and use the Property for instructional and administrative tasks in order to further the public purpose.

## **Section 2. Effective Date/Term**

This Effective Date of this Agreement shall be May 1, 2009, with a term lasting through the remainder of the 2009-2010 school year, which may be renewed by MISD annually, for a maximum of five (5) years, by giving the County written notice of its intent to extend the Agreement for another year at least thirty (30) days before the beginning of the new school year.

## **Section 3. Obligations of Each Party**

County shall do the following for MISD:

1. County shall provide authorized access for MISD employees and approved subcontractors to install and maintain MISD Property necessary to effectuate this Agreement and the MISD's public purpose. Any MISD IT employee requiring access to County computers, network, data closet, and infrastructure communications must be approved by County IT department.
2. County shall monitor use of the computers to ensure that the MISD Property will solely be used for educational purposes and MISD staff instructional and administrative tasks.
3. County shall only permit MISD enrolled students and MISD staff to use the MISD Property.
4. County agrees to release and indemnify the District, its Board members, officers, employees, agents, representatives, officials and any other individuals representing the interests of the District from any and all claims which could be made against the District in relation to the ownership,

operation, maintenance, storage, or other activities related to, directly or indirectly, the MISD Property.

5. If possible, the County will notify MISD IT (Information Technology) at least two (2) weeks prior to any scheduled maintenance of the technology environment that directly impacts MISD property or services.
6. County will notify MISD IT as soon as practicable of any unscheduled downtime that will render any part of the County or MISD property out of service.
7. County will notify MISD IT if any part of the County or MISD Property is disrupted for any reason.
8. County IT will schedule in advance with MISD IT for maintenance or support of any County or MISD technology to include but not limited to PC's (personal computers), printers, network equipment, cabling/drops, wireless equipment, and any infrastructure communications.
9. County IT will provide access to IT Help Desk to allow tickets for service to be placed and processed. This will include the ability for the MISD teachers and IT staff to be notified via email.
10. County IT shall maintain all administrative rights over County property but will work with MISD IT to assist in any install, maintenance, or support of County IT property.

MISD shall provide the Property and internet access to students incarcerated and MISD staff at the CRC as follows:

1. MISD shall provide the MISD Property and internet access to incarcerated students and MISD staff at the CRC for the Term stated in Section 2, as defined by the MISD instructional year calendar. The Parties must mutually agree that MISD may identify exactly what equipment shall be used and what is necessary to achieve the MISD's public purpose to provide educational opportunities and enhanced academic success to MISD enrolled students under this Agreement.
2. MISD shall maintain the MISD Property; however, MISD shall, in its sole discretion, determine whether to repair or replace damaged or broken Property and shall have no obligation to do so. The indemnity provided herein, including all negotiations leading to this Agreement, the payment of consideration therefore and the contents of this Agreement are not intended to constitute and shall not constitute any admission or concession of any kind by any party as to any claims and disputes.
3. MISD shall receive approval from County IT department for MISD property being connected or hosted in Collin County's facilities that connect to the County's network infrastructure for security reasons.
4. MISD IT shall notify County IT at least two (2) weeks prior to any scheduled maintenance on MISD Technology that directly impacts County property or services.
5. MISD IT will notify County IT as soon as practicable of any unscheduled downtime that will render any part of the County or MISD property out of service.

6. MISD IT will notify County IT if any part of the County or MISD Property is disrupted for any reason.
7. MISD IT will schedule in advance with County IT for maintenance or support of any County or MISD technology to include but not limited to PC's (personal computers), printers, network equipment, cabling/drops, wireless equipment, and any infrastructure communications.
8. MISD IT and employees will use the County IT Help Desk to initiate tickets for service. This will include the ability for the MISD teachers and IT staff to be notified via email.
9. MISD IT shall maintain all administrative rights over MISD property but will work with County IT to assist in any install, maintenance, or support of MISD IT property.

Both County and MISD agree as follows:

1. MISD is not a manufacturer or professional maintenance provider for the MISD Property and MISD is makes no warranties or guarantees with regards to the Property, including but not limited to, the condition of the Property and is loaning the Property "AS IS, WHERE IS, WITH ALL FAULTS".
2. The release, indemnities and disclaimers of warranty established herein are effective from the date of this Agreement

Section 4. RELEASE

*AMW*  
*TO THE EXTENT PERMITTED BY LAW,*  
**BY SIGNING BELOW, COUNTY HEREBY RELEASES, ACQUITS, INDEMNIFIES, FOREVER DISCHARGES, HOLDS HARMLESS AND WILL DEFEND THE MISD, ITS BOARD MEMBERS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, OFFICIALS, AND ANY OTHER INDIVIDUALS**

**REPRESENTING THE INTERESTS OF THE DISTRICT, (THE RELEASED PARTIES) FROM ANY AND ALL INJURIES, CLAIMS AND/OR CAUSES OF ACTION OF ANY KIND WHATSOEVER, AT COMMON LAW, STATUTORY OR OTHERWISE, INCLUDING, CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY OR WRONGFUL DEATH ARISING, GROWING OUT OF, OR RELATED TO OWNERSHIP, OPERATION, MAINTENANCE, STORAGE, OR OTHER ACTIVITIES RELATED TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO, CLAIMS FOR THE NEGLIGENCE, GROSS NEGLIGENCE AND/OR ACTS CREATING STRICT LIABILITY OF THE RELEASED PARTIES.**

**Section 5. DISCLAIMER OF WARRANTIES**

**THE PROPERTY, PARTS AND/OR SERVICES ARE CONVEYED OR PROVIDED "AS IS", WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT ANY WARRANTIES AS TO THE FITNESS, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, DESIGN CONDITION, CAPACITY, SUITABILITY, MERCHANTABILITY, OR PERFORMANCE OF THE PROPERTY, OR THE SERVICES, OR THE MATERIAL OR WORKMANSHIP THEREOF, OR OF SERVICES OR MAINTENANCE THERETO.**

**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 at any time by either Party giving thirty (30) days written notice.

**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:

**MISD**

Superintendent  
1 Duvall Street  
McKinney, Texas 75069

**with copy to:**

MISD IT \_\_\_\_\_  
\_\_\_\_\_  
McKinney, Texas \_\_\_\_\_

**Collin County:**

Collin County  
Purchasing Department  
200 S. McDonald St, Suite 230  
McKinney, TX 75069

**with Copy to:**

Collin County  
Information Technology Department  
210 S. McDonald St, Suite 510  
McKinney, TX 75069

**Section 9. Amendments**

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

**Section 10. 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. 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 11. Captions**

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

**Section 12. 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 13. 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.

**Section 14. Sovereign Immunity**

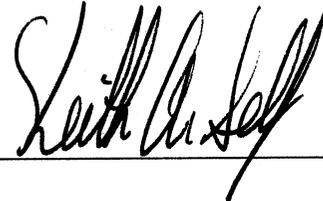
The parties agree that MISD has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

BY: \_\_\_\_\_



**Tom Crowe, Superintendent  
McKinney Independent School District**

BY: \_\_\_\_\_



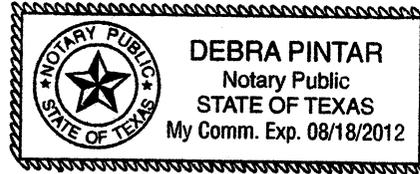
**Keith Self, County Judge  
Collin County, Texas**

**ACKNOWLEDGMENT**

STATE OF TEXAS        }  
                                  }  
COUNTY OF COLLIN    }

This instrument was acknowledged before me on the 19 day of May, 2009  
by Tom Crowe, Superintendent of MISD on behalf of such political subdivision.

Debra Pintar  
Printed Name

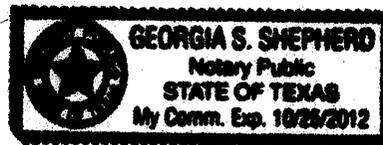


My Commission expires on the 18 day of August, 2012.

STATE OF TEXAS        }  
                                  }  
COUNTY OF COLLIN    }

This instrument was acknowledged before me on the 8th day of June, 2009  
By Keith Self, County Judge, on behalf of Collin County, Texas.

Georgia S. Shepherd  
Printed Name



My Commission expires on the 25th day of October, 2012.