

## INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, between COLLIN COUNTY COMMUNITY COLLEGE DISTRICT, a political subdivision of the State of Texas (hereinafter “DISTRICT”) and COLLIN COUNTY, TX, a political subdivision of the State of Texas (hereinafter “COUNTY”).

### RECITALS

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

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

**WHEREAS**, the COUNTY has invested in the purchase, design, installation, operations and maintenance 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 DISTRICT’S Fiber Optic Wide Area Network can provide high-speed communications for the COUNTY and whereby the COUNTY’S Fiber Optic Wide Area Network can provide high-speed communications for the DISTRICT saving the taxpayers money; and

**WHEREAS**, the COUNTY will receive a benefit by being able to access educational tools offered by the DISTRICT through this Fiber Optic Wide Area Network to include, but not limited to the following:

1. Technical education and certification programs (CISCO).
2. Microsoft and other “off the shelf” software education.
3. Countywide communication regarding Bio-Terrorism and Homeland security.
4. Online and remote education programs.
5. Seminar and lunch and learn programs.
6. Bilingual and other business education.
7. Continual Education.

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

### Section 1. Purpose

**1.1** This Agreement authorizes the COUNTY to utilize strands of fiber on the DISTRICT’S Fiber Optic Wide Area Network for the purpose of providing communication services and authorizes the DISTRICT to utilize strands of fiber on the COUNTY’S Fiber Optic Wide Area Network for the purpose of providing communication services, including, but not limited to:

1. Technical education and certification programs (CISCO).
2. Microsoft and other “off the shelf” software education.
3. Countywide communication regarding Bio-Terrorism and Homeland security.
4. Online and remote education programs.
5. Seminar and lunch and learn programs.
6. Bilingual and other business education.
7. Continuing Education.

**1.2** The DISTRICT grants the COUNTY the use of eight (8) pair (sixteen (16) total strands) of fiber for years one (1) through year five (5). The COUNTY grants the DISTRICT the use of three (3) pair (six (6) total strands) of fiber for years one (1) through year five (5).

### **Section 2. Representative/Monitoring Position**

The DISTRICT’S representative/contract monitor during the term of this Agreement shall be David Hoyt, Associate Vice President/Chief Information Officer whose telephone number is 972-599-3133.

The COUNTY’S representative/contract monitor during the term of this Agreement shall be Caren Skipworth, CIO of Information Technology whose telephone number is 972-548-4501.

### **Section 3. Effective Date/Term**

This Agreement shall take effect upon execution and shall automatically renew for successive (1) year terms on October 1<sup>st</sup> of each year, unless otherwise terminated as provided herein.

### **Section 4. Services Rendered**

**4.1** The DISTRICT agrees to allow the COUNTY to connect the following COUNTY facilities to the DISTRICT’S Fiber Optic Wide Area Network through a Point of Presence; provided, however, the COUNTY is responsible for all costs related to such connection and COUNTY commits to use only the jointly approved maintenance vendor.

- 900 E. Park Blvd, Plano, TX 75074
- 920 E. Park Blvd, Plano, TX 75074
- 2100 Bloomdale Rd McKinney, TX 75071
- 2300 Bloomdale Rd McKinney, TX 75071
- 4600 Community Blvd, McKinney, TX 75071
- 825 N. McDonald, McKinney, TX 75069
- 700A Wilmeth Road, McKinney, TX 75071
- 8585 John Wesley, Frisco, TX 75034
- 2010 Redbud Dr, McKinney, TX 75069
- 6101 Frisco Square Blvd., Frisco, TX 75034

The COUNTY agrees to allow the DISTRICT to connect the following DISTRICT facilities to the COUNTY'S Fiber Optic Wide Area Network through a Point of Presence; provided, however, the DISTRICT is responsible for all costs related to such connection and DISTRICT commits to use only the jointly approved maintenance vendor.

- Intersection of Bloomdale and Redbud, McKinney, TX 75071

**4.2** The DISTRICT agrees to provide connectivity to future COUNTY campuses if mutually agreeable to both parties (at COUNTY'S expense). The COUNTY agrees to provide connectivity to future DISTRICT campuses if mutually agreeable to both parties (at DISTRICT'S expense).

**4.3** These points of presence will deliver bandwidth between facilities at a level agreed upon by the parties. This bandwidth may be reserved for the COUNTY or DISTRICT in separate virtual private networks (VPN), implemented specifically for the COUNTY or DISTRICT ensuring privacy and security.

## **Section 5. Responsibilities and Duties**

### **5.1 DISTRICT Responsibilities:**

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

- It is understood and agreed that the DISTRICT, at its expense, will provide and maintain the fiber and equipment at the DISTRICT'S facilities.
- DISTRICT will notify COUNTY 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.
- DISTRICT will notify COUNTY as soon as practicable for any unscheduled downtime that will render any part of the DISTRICT'S Fiber Optic Wide Area Network out of service.

### **5.2 COUNTY Responsibilities:**

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

- It is understood and agreed that the COUNTY, at its expense, will provide and maintain the fiber and equipment at COUNTY facilities.

- COUNTY will contract directly with DISTRICT'S contracted vendor for any additional fiber needed to connect COUNTY facilities to the Fiber Optic Wide Area Network.
- COUNTY will notify DISTRICT 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.
- COUNTY will notify DISTRICT as soon as practicable for any unscheduled downtime that will render any part of the COUNTY'S Fiber Optic Wide Area Network out of service.

**5.3** The COUNTY shall have no requirement to install, operate, or maintain, any equipment on the premises of the DISTRICT. The DISTRICT shall have no requirement to install, operate or maintain, any equipment on the premises of the COUNTY.

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

**5.5** The DISTRICT will provide the COUNTY with access to the DISTRICT'S Fiber Optic Wide Area Network on good faith effort basis. The DISTRICT'S goal will be to provide 100% availability, provided, however, it is not a breach of this Agreement and damages are not available to the COUNTY from DISTRICT if less than one hundred percent (100%) access is provided.

**5.6** The COUNTY will provide the DISTRICT with access to the COUNTY'S Fiber Optic Wide Area Network on good faith effort basis. The COUNTY'S goal will be to provide 100% availability, provided, however, it is not a breach of this Agreement and damages are not available to the DISTRICT from COUNTY if less than one hundred percent (100%) access is provided.

**5.7** DISTRICT makes no warranties, express or implied (including any regarding merchantability or fitness for a particular purpose), respecting any duties or obligations of the DISTRICT under this Agreement and the COUNTY waives any warranty, express or implied.

**5.8** COUNTY makes no warranties, express or implied (including any regarding merchantability or fitness for a particular purpose), respecting any duties or obligations of the COUNTY under this Agreement and the DISTRICT waives any warranty, express or implied.

**5.9** The DISTRICT is not obligated to install, operate or maintain any equipment on the premises of the COUNTY. The COUNTY is not obligated to install, operate or maintain any equipment on the premises of the DISTRICT.

**Section 6. Consideration**

The County shall pay the District \$14,000 each year and one-half (1/2) of the annual maintenance costs of the Fiber Optic White Area Network; said payment is due by the County within (30) days after submission of an invoice from District identifying the maintenance cost for the prior year's maintenance.

**Section 7. 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 8. Termination**

This Agreement may be terminated by either party to this Agreement upon six (6) months written notice to the other party.

**Section 9. 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:

**DISTRICT**

Collin County Community College District  
Associate Vice President/Chief Information Officer  
3452 Spur 399  
McKinney, Texas 75069

**COUNTY**

Collin County  
Purchasing Agent  
2300 Bloomdale Rd  
McKinney, TX 75071

**Section 10. 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.

**Section 11. Amendments**

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

**Section 12. Remedies**

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 13. Captions**

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

### **Section 14. 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 15. Governing Law**

This Agreement shall be governed by the laws of Texas. Any litigation in any way relating to this Agreement shall be brought in State court in Collin County, Texas.

### **Section 16. Indemnification**

To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its offices, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this Agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this Agreement.

### **Section 17. 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 writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which 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 18. Counterparts**

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

### **Section 19. 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 the agreement.

BY: \_\_\_\_\_  
**H. Neil Matkin, President**  
**Collin County Community District**

BY: \_\_\_\_\_  
**Keith Self, County Judge**  
**Collin County**