

MEMORANDUM OF UNDERSTANDING (MOU) between  
Collin County  
and  
Collin County Community College District

This Memorandum of Understanding (“MOU”) is made and entered into between Collin County (“Collin County”) and Collin County Community College District (“Collin College”), a Texas Public Junior College, collectively referred to as “the Parties”.

**Background**

Collin County wishes to partner with Collin College for use of Collin’s digital repository, Digital Commons. Collin County wishes to digitize, store, and distribute oral interviews with prominent members of Collin County. The ability of Collin County to access Digital Commons will allow Collin County to store those interviews online. Storing the interviews online will also allow the students of Collin College the ability to access those files.

**Purpose**

This MOU will establish roles for Collin College and Collin County for use of Collin’s digital repository.

**Party Responsibilities/Obligations**

In consideration of the terms and conditions contained in this MOU, Collin College and Collin County agree as follows:

A. Collin County agrees to:

- Upload files while under direct supervision of designee for Collin College;
- Create accompanying metadata for respective audio files;
- Obtain and store permission waivers of interview subjects and send a copy to Collin College;
- Be responsive to any queries by Collin College in a timely manner;
- To the fullest extent allowed by law, Collin County shall defend, indemnify, and hold harmless Collin College from any third-party claim or action

B. Collin College agrees to:

- Provide appropriate training to Collin County;
- Act as a liaison to BePress on behalf of Collin County;
- Set up and send automated readership dashboard statistics to Collin County;

- Assist Collin County with adding materials on an as-needed basis;
- To the fullest extent allowed by law, Collin College shall indemnify, and hold harmless Collin County from any third-party claim or action

**NOW THEREFORE**, in consideration of the mutual agreements set forth herein, Collin County and Collin College agree to the following Terms and Conditions:

## **TERMS AND CONDITIONS**

### **Liabilities**

It is understood that no party to this MOU 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.

### **Signature and Modification**

This MOU may only be modified by written consent of authorized officials from Collin County and Collin College.

### **Term**

The term of this MOU will begin upon signature by the authorized officials from each party and continue through August 31, 2024. The agreement will then renew annually beginning September 1, 2024. It will remain in effect until terminated by both parties in writing.

### **Venue**

This MOU shall be governed and construed according to the laws of the State of Texas and shall be performable in Collin County, Texas.

### **Expenses for Enforcement**

In the event either party hereto is required to employ an attorney to enforce the provisions of this agreement or required to commence legal proceedings to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement including collection.

**Severability**

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

**Force Majeure**

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

**Contact Information for Notices under this MOU:**

Collin County Community College

Melissa Irby  
Chief Financial Officer  
3452 Spur 399  
McKinney, Texas 75070  
[mirby@collin.edu](mailto:mirby@collin.edu)

With copy to:  
Contract Administrator  
[contractadministrator@collin.edu](mailto:contractadministrator@collin.edu)

Purchasing Department  
2300 Bloomdale #3160  
McKinney, Texas 75071

Collin County Administrator  
Bill Bilyeu  
2300 Bloomdale #4192  
McKinney, Texas 75071

Collin County and Collin County Community College indicate agreement with this MOU by their signatures.

COLLIN COUNTY COMMUNITY COLLEGE

Malissa Seby

Signature


Chief Financial Officer

Title

Nov 8, 2023

Date

COLLIN COUNTY



Signature

COUNTY JUDGE

Title

8 DECEMBER 2023

Date

Executed on this 4<sup>th</sup> day of DECEMBER, 2023, by the County of Collin,

Pursuant to Commissioners' Court Order No. 2023-1147-12-04