



# CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	2/24/14
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>	

### CAPTION

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an interlocal agreement by and between the City of Plano, Texas and Plano Independent School District for the construction of tennis court lighting at Plano East Senior High School; authorizing the City Manager or his designee to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date.

### FINANCIAL SUMMARY

NOT APPLICABLE   
  OPERATING EXPENSE   
  REVENUE   
  CIP

FISCAL YEAR: <b>2013-14</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	357,019	166,981	0	<b>524,000</b>
Encumbered/Expended Amount	-357,019	0	0	<b>-357,019</b>
This Item	0	-86,685	0	<b>-86,685</b>
<b>BALANCE</b>	0	80,296	0	<b>80,296</b>

**FUND(S):    PARK IMPROVEMENT CIP**

**COMMENTS:** Funds are included in the FY 2013-14 Park Improvement CIP. This item, in the amount of \$86,685, will leave a current year balance of \$80,296 for the PISD Tennis Court Lights project.

**STRATEGIC PLAN GOAL:** Partnering with Plano Independent School District to provide court lights to three tennis courts at Plano East Senior High School relates to the City's Goals of Great Neighborhoods - 1st Choice to Live and Partnering for Community Benefit.

### SUMMARY OF ITEM

The City of Plano has a long history for sharing the use of tennis courts with the Plano Independent School District. PISD builds courts at their expense on school property for school use and the City has provided lighting on selected courts for use by the general public when the courts are not in use for school purposes. Funding was included in the 2005 Bond Program to light eight tennis courts at Plano West Senior High School and eight courts at Plano East Senior High School. Funding was also included to replace the lighting on eight tennis courts at Plano Senior High School. Lighting is complete at Plano Senior High and Plano West Senior High. Only five courts were lighted at Plano East Senior High School due to conflicts with existing utilities and existing trees. Since completion of the lighting on the first five courts, PISD has identified ways to address the tree and utility conflicts. They believe it is imperative for them to maintain equity in the number of courts lighted at each senior high school.

The attached interlocal agreement allows for PISD to contract to have the remaining three courts lighted at

## CITY OF PLANO COUNCIL AGENDA ITEM

Plano East Senior High School. PISD is solely responsible for the construction, executing and administering the contract for the lighting which will be constructed on their property.

The City will reimburse PISD for the cost of the lighting in an amount not to exceed \$86,685. Funding for this reimbursement was previously budgeted and is available for lighting the three additional courts.

Location Map –

<http://goo.gl/maps/ve4Kd>

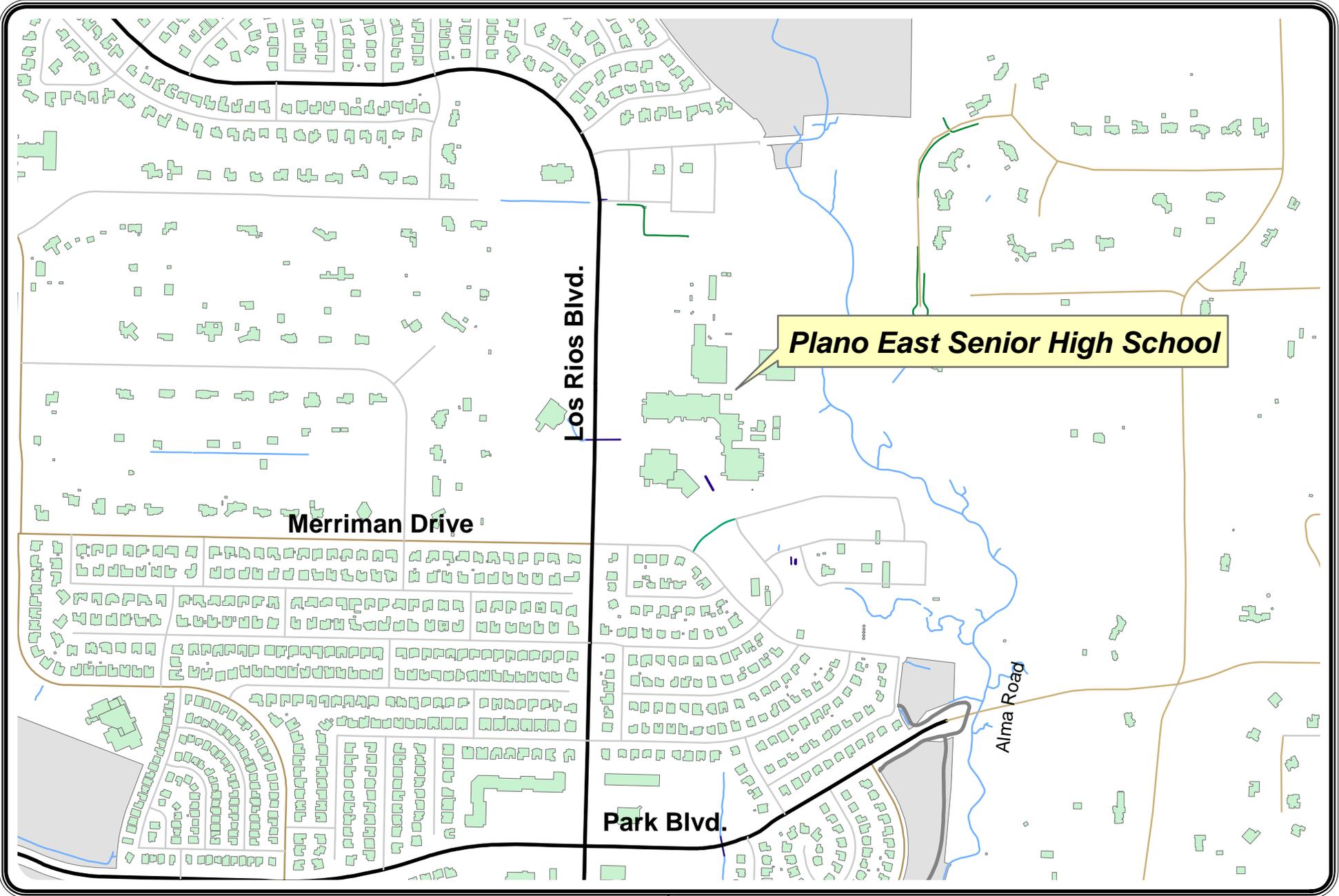
List of Supporting Documents:

Location Map

Resolution

"Exhibit A" to Resolution

Other Departments, Boards, Commissions or Agencies



# Tennis Court Lighting at Plano East Senior H.S.



Parks & Recreation Department  
Park Planning

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an interlocal agreement by and between the City of Plano, Texas and Plano Independent School District for the construction of tennis court lighting at Plano East Senior High School; authorizing the City Manager or his designee to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date.**

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and

**WHEREAS**, the City Council has been presented a proposed Interlocal Cooperation Agreement providing for terms and conditions for the construction of tennis court lighting at Plano East Senior High School, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

**WHEREAS**, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or his designee shall be authorized to execute it on behalf of the City of Plano.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:**

**Section I.** The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interest of the City of Plano and its citizens, are hereby in all things approved.

**Section II.** The City Manager or his designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

**Section III.** This Resolution shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** this the 24<sup>th</sup> day of February, 2014.

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Harry LaRosiliere, MAYOR

ATTEST:

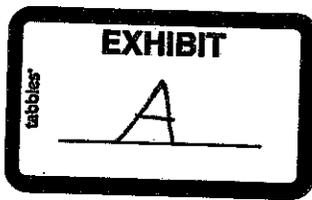
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Alice D. Snyder, INTERIM CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY



**INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN**  
**THE CITY OF PLANO, TEXAS AND**  
**THE PLANO INDEPENDENT SCHOOL DISTRICT**  
**FOR REIMBURSEMENT**  
(Plano East Tennis Courts)

This Interlocal Cooperation Agreement for reimbursement ("Agreement") is entered into by and between the Plano Independent School District ("PISD"), a political subdivision of the State of Texas and the City of Plano, Texas ("City"), a Home-Rule Municipal Corporation, referred to individually as "party" and collectively as the "parties".

WITNESSETH:

**WHEREAS**, PISD and City are political subdivisions within the meaning of the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

**WHEREAS**, the Act provides authority for entities such as PISD and City to enter into interlocal agreements with each other to perform governmental functions and services as set forth in the Act and

**WHEREAS**, the tennis courts located at Plano East Senior High School need lighting ("Project"); and

**WHEREAS**, these tennis courts are used by PISD, and are also available for public use; and

**WHEREAS**, PISD has current revenues and is prepared to complete the Project; and

**WHEREAS**, City desires to reimburse PISD for the total cost of the Project as more fully described below; and

**WHEREAS**, City has current revenues available to reimburse PISD for the cost of the Project; and

**WHEREAS**, the Project will provide a mutual benefit to PISD and to the citizens of the City.

**NOW, THEREFORE**, PISD and City, for and in consideration of the recitals set forth above and the terms and conditions below, agree as follows:

1. Description of Project. The PISD shall be solely responsible for the construction and associated payment of lighting the remaining unlit tennis courts at Plano East Senior High School by entering into a contract for the construction of the same in accordance with Texas law. The City shall have no obligations for preparing, executing, or administering the contract for the

construction of the Project. The City shall have no obligations for payment to the vendor for the Project.

2. Reimbursement for Project. The City shall reimburse PISD for the total cost of the contract for construction of the Project. The total amount shall not exceed Eighty-Six Thousand Six Hundred Eighty-Five and No/100s Dollars (\$86,685.00). The reimbursement hereunder shall be made to PISD following the City's receipt of copies of the documents regarding construction and PISD's payment of the Project and within thirty (30) days of receiving PISD's invoice.

PISD shall be solely responsible for any and all costs associated with the electric consumption on the Plano East Senior High School tennis courts and for the ongoing maintenance of the lighting at the Plano East Senior High School tennis courts.

3. Miscellaneous.

a. Notice. Any notice required to be sent under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to PISD, to:

Plano Independent School District  
Attn: Mr. Richard Matkin  
2700 W. 15<sup>th</sup> Street  
Plano, Texas 75075

If to City, to:

City of Plano  
Attn: Bruce Glasscock  
1520 Avenue K  
Plano, Texas, 75074

b. Assignment. This Agreement is not assignable.

c. Entire Agreement. 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 mutual written agreement of the parties hereto.

d. Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.

e. Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

f. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

g. Authority to Execute. 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 or 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.

h. Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

i. Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

j. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

k. Sovereign Immunity. The parties agree that neither has waived its sovereign immunity by entering into and performing its obligations under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below.

PLANO INDEPENDENT SCHOOL DISTRICT

By: Richard Matkin Date: 1/15/14  
Richard Matkin, Superintendent

CITY OF PLANO, TEXAS

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Bruce Glasscock, City Manager

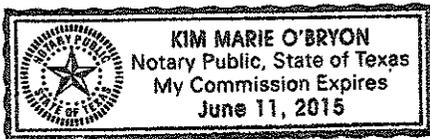
APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

STATE OF TEXAS \*  
\*  
COUNTY OF COLLIN \*

BEFORE ME, the undersigned authority, on this day personally appeared **Richard Matkin** known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for the **Plano Independent School District**, and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15 day of JANUARY 2014.



Kim O'Bryon  
Notary Public in and for the  
State of Texas

My Commission Expires:  
June 11, 2015

STATE OF TEXAS           \*  
                                  \*  
COUNTY OF COLLIN       \*

BEFORE ME, the undersigned authority, on this day personally appeared **Bruce Glasscock**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for the **City of Plano, Texas**, and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

My Commission Expires:  
\_\_\_\_\_