



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		June 25, 2012		
Department:		Public Information		
Department Head		Dana Conklin - 7321		
Agenda Coordinator (include phone #): <b>Kimberly Simmons - 7307</b>				
<b>CAPTION</b>				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a first modification of a corporate sponsorship agreement by and between the City of Plano, Texas, and Texas Health Presbyterian Hospital Plano; approving its execution by the City Manager or his designee; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2011-12	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
<b>FUND(s):</b> N/A				
<b>COMMENTS:</b> This modification to the existing Agreement has no fiscal impact <b>STRATEGIC PLAN GOAL:</b> Modification to the existing Agreement between the City of Plano and Texas Health Presbyterian Hospital Plano relates to the City's Goals of Partnering for Community Benefit and Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
This is a Modification of Agreement by and between City of Plano and Texas Health Presbyterian Hospital of Plano.				
List of Supporting Documents: First Modification of Agreement Resolution			Other Departments, Boards, Commissions or Agencies	



**Date:** June 4, 2012

**To:** Bruce D. Glasscock, City Manager

**From:** Dana Conklin, Director of Public Information

**Subject:** Modification of Agreement - Texas Health Presbyterian Hospital Plano

The City of Plano and Texas Health Presbyterian Hospital Plano entered into an agreement for the Plano Partners program on February 17, 2012. This agreement was scheduled to expire five years from that date.

Due to problems and delays with signage obligated in this agreement, the City has offered to extend the agreement an additional six months. With associated signs being installed this summer, we believe this provides the value Texas Health Presbyterian Hospital Plano is looking for in their identification as a Plano Partner to our citizens.

There are no additional costs or revenue associated with this modification.

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a first modification of a corporate sponsorship agreement by and between the City of Plano, Texas, and Texas Health Presbyterian Hospital Plano; approving its execution by the City Manager or his designee; and providing an effective date.**

**WHEREAS**, the City Council has been presented a proposed First Modification of Corporate Sponsorship Agreement By and Between the City of Plano, Texas and Texas Health Presbyterian Hospital Plano, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "First Modification"); and

**WHEREAS**, the City of Plano (hereinafter called "City") and Texas Health Presbyterian Hospital Plano (hereinafter called "Sponsor") entered into a Corporate Sponsorship Agreement on February 17, 2012, for nonexclusive sponsorship rights; and

**WHEREAS**, City and Sponsor desire to amend said Corporate Sponsorship Agreement to allow additional time for City to meet its obligations regarding promotional signage; and

**WHEREAS**, upon full review and consideration of the First Modification, 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 First Modification, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests 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 First Modification 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 First Modification.

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

**DULY PASSED AND APPROVED** this the 25<sup>th</sup> day of June, 2012.

\_\_\_\_\_  
Phil Dyer, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

**THE STATE OF TEXAS**      §            **First Modification of Agreement**  
    §            **By and Between City of Plano and**  
    §            **Texas Health Presbyterian Hospital Plano**  
    §  
**COUNTY OF COLLIN**        §

**THIS FIRST MODIFICATION OF** Agreement (hereinafter "First Modification") is made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between **TEXAS HEALTH PRESBYTERIAN HOSPITAL PLANO**, a duly authorized Texas nonprofit corporation (hereinafter "Sponsor") and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation (hereinafter "City"), acting by and through its City Manager or his designee.

**WITNESSETH:**

**WHEREAS**, City and Sponsor entered into a Corporate Sponsorship Agreement on February 17, 2012 (hereinafter "Agreement") for certain nonexclusive sponsorship rights to be a part of the Plano Partners Program (hereinafter "Program"); and

**WHEREAS**, City and Sponsor desire to amend such Agreement in certain respects as set forth herein in this First Modification.

**NOW THEREFORE**, the Agreement is incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Agreement shall remain unchanged and shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this First Modification and the Agreement, priority of interpretation shall be in the following order: First Modification, Agreement. In consideration of the foregoing, and for other good and valuable consideration, the parties hereto agree as follows:

**I.**

Beginning on the effective date of this Modification and continuing through the remaining term of the Agreement, **Section (2) TERM OF AGREEMENT** is hereby modified to read in its entirety as follows:

**"(2) TERM OF AGREEMENT.** This Agreement shall commence as of the Effective Date and shall continue in full force and effect for a period of five (5) years and six (6) months, unless this Agreement is terminated earlier pursuant to the provisions hereof."

II

Beginning on the effective date of this Modification and continuing through the remaining term of the Agreement, **Section (3)(a) Sponsorship Fee** is hereby modified to read in its entirety as follows:

**“(a) Sponsorship Fee.** Sponsor shall pay City the sum of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) per year during the term of this Agreement. The first payment shall be due and payable on or before February 15, 2012, and all subsequent payments shall be due and payable on or before February 15th of each succeeding year. The final payment shall be on February 15, 2016 with the aggregate payments equaling no more than one millions dollars (\$1,000,000). There shall be no additional payments due for the final six month period by Sponsor due to a delay in sign placement by the City in the initial six month period. Annual payments unpaid more than thirty (30) days after their due date shall bear interest at the rate of the prime rate plus one percent (1%).

**IN WITNESS WHEREOF**, the parties enter into this First Modification on the date first written above.

**TEXAS HEALTH PRESBYTERIAN HOSPITAL PLANO**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF PLANO, TEXAS**

By: \_\_\_\_\_  
Bruce D. Glasscock  
CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

**ACKNOWLEDGMENTS**

**STATE OF TEXAS**           §  
  §  
**COUNTY OF \_\_\_\_\_**   §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2012 by \_\_\_\_\_, (*Authorized representative*) \_\_\_\_\_ (*Title*) of **TEXAS HEALTH PRESBYTERIAN HOSPITAL PLANO**, a duly authorized Texas nonprofit corporation, on behalf of said nonprofit corporation.

\_\_\_\_\_  
Notary Public, State of Texas

**STATE OF TEXAS**           §  
  §  
**COUNTY OF COLLIN**       §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2012 by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas