



# 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:		11/23/2015		
Department:		Police		
Department Head		Gregory W. Rushin		
Agenda Coordinator (include phone #): <b>Pam Haines, ext 2538</b>				
<b>CAPTION</b>				
<p>A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the University of Texas at Arlington for an internship program to allow students enrolled in the University of Texas at Arlington's social work program to observe and participate in the routine operations of the Victim Services Unit at the Plano Police Department; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>				
<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:	2015-16	<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
FUND(S):     N/A				
<b>COMMENTS:</b> This item has no financial impact. <b>STRATEGIC PLAN GOAL:</b> Executing an interlocal agreement between the City of Plano and the University of Texas at Arlington relates to the City's goals of Partnering for Community Benefit and Safe Large City.				
<b>SUMMARY OF ITEM</b>				
<p>This agreement is for a period of one year commencing upon the effective date. The Program will be beneficial to both parties as students enrolled in the University's Social Work Program will be able to secure practical and clinical experience, and with the additional assistance, the Police Department Victim Services Unit will be able to process more cases.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution, Memo and Exhibit "A"				



# Memorandum

**Date:** November 6, 2015

**To:** LaShon Ross, Deputy City Manager

**From:** Gregory W. Rushin, Chief of Police 

**Subject:** Initiation of Interlocal Agreement with University of Texas at Arlington

The Plano Police Department wants to partner with University of Texas at Arlington to provide a graduate level internship for social work students in order to expand the breadth and depth of services offered by the Department. Graduate level social work interns provide direct service delivery to victims of violent crime and to citizens with mental health concerns.

Interns will be assigned to the Victim Services Unit to provide the training required to complete their program. In return, the interns will allow the Department to offer more comprehensive services to the citizens this Unit serves. Through this program, the Department will be able to provide comprehensive long-term case management support, especially to chronic family violence victims in an effort to reduce calls for service.

There will be no cost to the City for this partnership.

**A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the University of Texas at Arlington for an internship program to allow students enrolled in the University of Texas at Arlington's social work program to observe and participate in the routine operations of the Victim Services Unit at the Plano Police Department; authorizing its execution by the City Manager or his authorized designee; 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 governmental functions and services under the terms thereof; and

**WHEREAS**, the City Council has been presented a proposed Interlocal Cooperation Agreement by and between City of Plano and University of Texas at Arlington, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

**WHEREAS**, the City Council finds 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 authorized 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 23rd day of November, 2015.

\_\_\_\_\_  
Harry LaRosiliere, MAYOR

ATTEST:

\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

**INTERLOCAL AGREEMENT BY AND BETWEEN  
CITY OF PLANO, TEXAS AND UNIVERSITY OF TEXAS AT ARLINGTON**

**THIS AGREEMENT** is made and entered by and between the **CITY OF PLANO, TEXAS**, hereinafter referred to as "City", and **UNIVERSITY OF TEXAS AT ARLINGTON**, hereinafter referred to as "University", collectively the "Parties", as follows:

**WITNESSETH:**

**WHEREAS**, City is a political subdivision and University an institution of higher education within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

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

**WHEREAS**, University is an institution of higher education that provides academic courses in Social Work and desires to provide its students with practical experience through an internship program ("Program"); and

**WHEREAS**, the Program is beneficial to both parties as students enrolled in the University's Social Work Program will be able to secure practical and clinical experience, and with the additional assistance, the City's Police Department Victim Services Unit will be able to process more cases.

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

**I.  
TERM**

The initial term of this Agreement shall be a period of twelve (12) months commencing upon the effective date hereof; provided however, that City shall have the right and option to extend the term hereof by up to two (2) additional twelve (12) month periods by giving written notice to University of City's election to extend the term hereof, such notice to be given not more than ninety (90) days prior to the expiration of the initial term or the immediately preceding term.

**II.  
THE PROGRAM**

City Liaison and University Representative will design an educational experience in Social Work ("Program") for University students utilizing the personnel, equipment, and facilities of City.

- a. The duration of the Program and the educational experience provided will be consistent with the curriculum requirements of University and with the standards of the accrediting entity for the school or division of University in which the students are enrolled.

- b. The Program will be reviewed periodically by City Liaison and University Representative and, when appropriate, will be revised to meet the University curriculum requirements and the standards of the accrediting entity.
- c. The educational experience for students in the Program will be an integral part of the services provided by City and students will be under the direct supervision of University personnel or City personnel who are licensed or otherwise qualified to perform such services.

**III.  
CITY ROLES AND RESPONSIBILITIES**

- a. Permit students attending University, to the extent approved by the Police Chief of City, to observe and participate in City's Police Department Victim Services Unit's routine operations under direct supervision of City personnel.
- b. Provide the equipment, supplies, qualified personnel, and supervised access to patients or clients required for the experience related activities of the Program.
- c. Obtain and maintain all licenses required for City and assure that all City personnel are appropriately licensed.
- d. Assume sole responsibility for the quality of patient or client care.
- e. Provide orientation sessions to inform University students and personnel concerning the rules and regulations of City.
- f. Permit representatives of the accrediting entity for the school or division of University in which students participating in the Program are enrolled to have reasonable access to premises of City for purposes related to the accreditation process.

**IV.  
UNIVERSITY ROLES AND RESPONSIBILITIES**

- a. Assure that all students selected for participation in Program have satisfactorily completed all portions of the University curriculum that are a prerequisite for participation in the Program.
- b. Develop criteria for the evaluation of the performance of University students participating in the Program and provide those criteria, with appropriate reporting forms, to City personnel and University personnel who are responsible for supervising those students.
- c. Assign grades to students participating in the Program on the basis of the performance evaluations submitted in the reporting forms.
- d. Inform all University students and personnel participating in the Program that they are required to comply with the rules and regulations of City while on premises of City and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by City.

- e. Provide information requested by City reasonably related to students participating in the Program unless prohibited by federal or state law.
- f. Remove a student from the Program when City determines that the student has violated the rules and regulations of City; has disclosed information that is confidential by law; or has engaged in conduct that disrupts the activities carried on by City or threatens the safety of City personnel or patients.

**V.  
GENERAL PROVISIONS**

- a. It is understood between the Parties that under no circumstances is any student of University considered to be an agent or employee of City.
- b. It is understood between the Parties that because students of University are not agents or employees of City they are not eligible for Workers Compensation benefits through City. Payment for any medical treatment of all student injuries and for any necessary inoculations is the responsibility of the student or University.
- c. Nothing in this Agreement creates a property interest in University's students participating in practical and clinical experience and training with City.
- d. University students and personnel will be responsible for their own transportation, meals, and health care while participating in the Program.
- e. Each student of University participating in the Program shall be required to execute the City's Waiver of Liability, Release, Indemnification, and Hold Harmless Agreement prior to being permitted to ride in a City vehicle.
- f. During the period of this agreement, including any extensions thereof, the students of University participating in the Program will assist with administrative functions; thereby, allowing the City to serve 25-33% more crime victims.
- g. This Agreement constitutes the entire agreement between the Parties and may only be modified in writing if executed by both Parties.
- h. University and City will comply with all applicable federal, state, and local laws, ordinances, and regulations in the performance of this Program Agreement.

**VI.  
TERMINATION**

Notwithstanding any language herein, City may, with or without cause and at the discretion of the Police Chief, immediately terminate this agreement by providing written notice thereof.

**VII.  
RELEASE AND HOLD HARMLESS**

City shall not be liable on account of injury, sickness, disease, exposure to disease, or death of any student of University under the terms of this Agreement.

University, to the extent authorized by the constitution and laws of the State of Texas, agrees to be responsible for its own acts of negligence and City, to the extent allowed by law and without waiving any rights or protections provided therein, agrees to be responsible for its own acts of negligence which may arise in connection with any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement for any of its activities or from any act or omission of any employee or invitee of University or City.

In the event of joint and concurrent negligence, University and City agree that responsibility shall be apportioned comparatively. This obligation shall be construed for the benefit of the Parties hereto, and not for the benefit of any third parties, nor to create liability for the benefit of any third parties, nor to deprive the Parties hereto of any defenses each may have as against third parties under the laws and court decisions of the State of Texas.

### **VIII. NOTICE**

Any notice provided under this Agreement shall be delivered by mail or personal service to the Parties named below:

**City of Plano, Texas:**

City of Plano, Texas  
Police Department  
Attn: Kristy Hoffpauir, MEd, LPC-S  
P.O. Box 860358  
Plano, TX 75086-0358

**University of Texas at Arlington:**

University of Texas at Arlington  
Attn: Kelly Davis, Vice President for Business Affairs and Controller  
211 S. Cooper Street, Suite 301-G  
PO Box 19129  
Arlington, Texas 76019

### **IX. AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION**

The undersigned officer and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto. City has executed this Agreement pursuant to duly authorized action of the Plano City Council. University has executed this Agreement pursuant to the authority granted by its governing body. Each of the Parties shall provide written documentation evidencing the grant of approval by its respective governing body.

**X.  
SEVERABILITY**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party thirty (30) days written notice.

**XI.  
VENUE**

This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. The Parties agree that this Agreement shall be enforceable in Collin County, Texas, and, if legal action is necessary, exclusive venue shall lie in Collin County, Texas.

**XII.  
INTERPRETATION OF AGREEMENT**

Although this Agreement is drafted by City, this is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the Agreement shall not be construed more favorably for either party.

**XIII.  
REMEDIES**

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

**XIV.  
SUCCESSORS AND ASSIGNS**

The Parties each bind themselves, their respective successors, executors, administrators and assigns to the other party to this contract. Neither party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of both Parties.

**XV.  
EFFECTIVE DATE**

This Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement by signing below.

**UNIVERSITY OF TEXAS AT ARLINGTON**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Kelly Davis, Vice President for  
Business Affairs and Controller

**CITY OF PLANO, TEXAS**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Bruce D. Glasscock, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

**ACKNOWLEDGMENTS**

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

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Kelly Davis, Vice President for Business Affairs and Controller of **UNIVERSITY OF TEXAS AT ARLINGTON**.

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

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, 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

**PLANO POLICE DEPARTMENT'S VICTIM SERVICES UNIT**

909 14<sup>th</sup> St., Plano, TX 75074

THE STATE OF TEXAS  
LIABILITY,  
INDEMNIFICATION, AND COUNTY OF COLLIN

**ADULT WAIVER OF  
RELEASE,  
HOLD HARMLESS  
AGREEMENT**

I, \_\_\_\_\_, the undersigned, a private person, for and in sole consideration of the privilege of riding as a guest and voluntary observer in a Plano Police Department vehicle of the City of Plano, Texas, and participating in the \_\_\_\_\_ Program during the period from \_\_\_\_\_ to \_\_\_\_\_, and recognizing that routine police/victim services unit activity involves certain inherent dangers and risks to persons and property, do hereby agree to assume the risks and dangers attendant to such activity, including but not limited to, property damage and/or personal injury to me as a result of motor vehicle accidents or motor vehicle collisions on either public streets or private property; property damage and/or personal injury to me as result of altercations, assaults, or any other acts associated with police/victim services unit situations; property damage and/or personal injury to me resulting from the acts of third parties, whether caused by errors, omissions, or negligent acts of third parties or myself; property damage, and/or personal injury to me resulting from my own activities, errors, omissions, or negligent acts; property damage and/or personal injury to others resulting from my own activities, errors, omissions or negligent acts.

I do hereby waive all claims, release, indemnify, defend, and hold harmless the City of Plano and all of its departments, officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, expenses of litigation or causes of action which may arise by reason of injury to persons or loss of, damage or loss of use by any property occasioned by error, omission, or negligent act of myself or any other persons, with regard to this agreement, and I will, at my own cost and expense, defend and protect the City of Plano against any and all such claims and demands.

I do hereby further agree to indemnify, defend, and hold harmless the City of Plano and all of its departments, officials, officers, agents, employees, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expense of litigation, including but not limited to, court costs and attorney fees for death, injury to, or debt of any person or for loss, damage to, or loss of use of any property arising out of or in connection with this agreement. Such indemnity shall apply whether the claims, losses, damages, causes of action, suits, or liability arise in the whole or in part from the negligence of the City of Plano, its departments, officers, officials, agents or employees. It is the express intention of the parties hereto, both myself and the City of Plano, that the indemnity provided for in this paragraph is indemnity by the undersigned to indemnify and protect the City of Plano from the consequences of the City of Plano's own negligence, whether that negligence is the sole or concurring cause of injury, death, or damage.

It is further agreed that the execution of this Waiver of Liability, Release, Indemnification, and Hold Harmless Agreement will not constitute a waiver by the City of Plano of the defense of governmental immunity, where applicable, or any other defense recognized by the courts of the State of Texas.

I, the undersigned, have read this Waiver of Liability, Release, Indemnification, and Hold Harmless Agreement and understand its terms. I execute it voluntarily and with full knowledge of its significance.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**RIDER/OBSERVER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name / Date of Birth

**WITNESS:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\*\*\*\*\*

The above-named individual, by his/her signature above, requests the permission and authorization to ride as a guest observer with Plano Police Department for the purpose of \_\_\_\_\_ . He/she has read the Plano Police Department's ride-along observer rules of conduct and agrees to abide by the same.

\_\_\_\_\_  
PPD Victim Services Unit/Recipient

\*\*\*Forward signed original to Administration Division\*\*\*