



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:		09/22/14			
Department:		Human Resources			
Department Head		Shante Akafia			
Agenda Coordinator (include phone #): Sharron Mason - Ext. 7247					
CAPTION					
<p>A Resolution of the City Council of the City of Plano, Texas, ratifying the terms and conditions of an interlocal agreement by and between City of Plano and the University of Texas at Dallas, providing educational services as part of the City's Professional Development Program; 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.</p>					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2013-14 thru 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	9,000	36,000	45,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	-9,000	-36,000	-45,000
BALANCE		0	0	0	0
FUND(S): GENERAL					
<p>COMMENTS: Funding for this Agreement will come from the FY2013-14 Non-Departmental Budget. Expenditures will be made in the Non-Departmental Department based on need within the approved budget appropriations for each year of the contract. The estimated annual amount to be spent in FY2013-14 is \$9,000. The estimated future annual to be spent in FY2014-15 is \$27,000 and FY2015-16 is \$9,000.</p> <p>STRATEGIC PLAN GOAL: Providing educational opportunities for the City of Plano employees relates to the City's Goal of a Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
<p>Interlocal Agreement by and between the City of Plano and the University of Texas at Dallas, providing terms and conditions for educational services as part of the City's Professional Development Program. The initial term of this Contract shall be a period of twenty four (24) months commencing on August 26, 2014. (City of Plano Tracking # 2014-256-I).</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution and Interlocal Agreement			NA		

A Resolution of the City Council of the City of Plano, Texas, ratifying the terms and conditions of an interlocal agreement by and between City of Plano and the University of Texas at Dallas, providing educational services as part of the City's Professional Development Program; 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 for educational services by and between the University of Texas at Dallas and the City of Plano, Texas, 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 ratified, 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 ratified.

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 22nd day of September, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

**INTERLOCAL AGREEMENT BY AND BETWEEN
THE CITY OF PLANO, TEXAS AND UNIVERSITY OF TEXAS AT DALLAS FOR GRADUATE
PROGRAM IN LOCAL GOVERNMENT MANAGEMENT
2014-256-I**

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "Plano", and **UNIVERSITY OF TEXAS AT DALLAS**, hereinafter referred to as "University", as follows:

W I T N E S S E T H:

WHEREAS, Plano 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 Plano and University to enter into interlocal agreements with each other to perform governmental functions and services as set forth in the Act; and

WHEREAS, Plano wishes to give its employees the ability to obtain a Graduate Certificate in Local Government Management (the "Program") offered by the University; and

WHEREAS, University is an institution of higher education that offers graduate level education courses and desires to offer the Program to Plano employees; and

WHEREAS, Plano has current revenues available to satisfy the fees and/or expenses incurred pursuant to this Agreement; and

WHEREAS, the Program will provide Plano employees with additional knowledge and skills to more effectively serve the citizens.

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

**I.
TERM**

This Agreement shall be for a period of two (2) years commencing on August 26, 2014.

**II.
THE PROGRAM**

The parties agree that University shall offer graduate level education courses according to the terms and conditions as set forth in **Exhibit "A"** attached hereto and incorporated herein by reference. The parties understand and agree that any deviations or modifications in the terms of the Agreement may be authorized from time to time, but said authorization must be made in writing.

III.
ROLES AND GENERAL RESPONSIBILITIES OF THE PARTIES

1. Plano shall designate a program liaison who will manage program details and work with the University's program manager in content and logistics planning. Plano shall provide University with required student-employee information for the purpose of registration and documentation.
2. Plano employees are required to follow all of the dates posted in University's Academic Calendar regarding registration and dropping/withdrawing classes. All relevant dates can be found on the Academic Calendar for each term at <http://www.utdallas.edu/academiccalendar/>.
3. University shall provide curriculum design, program delivery, assembly of program materials, development of materials for participants, administration and tabulation of course evaluations, and a program manager to work with Plano. Classes will be held on-campus at the University.

IV.
CONSIDERATION / FEES

- A. Plano shall pay University in accordance with the terms set out in **Exhibit "A"** attached hereto and incorporated herein by reference. Total compensation for the term of this agreement shall not exceed the sum of **FORTY FIVE THOUSAND AND NO/100 DOLLARS (\$45,000.00)** unless amended in writing by both parties. Plano will pay for the fees and/or expenses incurred pursuant to this Agreement from the current revenues available.
- B. Plano will forward a purchase order to the University, listing the Plano employees participating in the program, no later than two (2) weeks prior to classes beginning. The purchase order must list the names of the students enrolled in the program for the semester, the number of classes and the number of credit hours for each student and the agreed upon tuition amounts. In addition, the purchase order must list Plano's contact person's name, phone number, fax number and the billing address. The purchase order must be sent to the University's Bursar's Office:

UTD Bursar's Office SSB21
Attn: Cynthia Ladejo
800 West Campbell Rd.
Richardson, TX 75080-3021
972-883-4034

After the receipt of the purchase order, the University Bursar's Office will transfer the tuition obligation from the individual students' records to Plano. No later than one month after Census Day (last day a student can drop a class without monetary penalty), University will send an invoice to Plano for the total cost as reflected on the purchase order. Payments hereunder shall be made to University within thirty (30) days of receiving University's invoice. Payments due to the University will not be contingent upon grades or attendance. In the event that the student is terminated from Plano's employment after the purchase order has been processed, Plano is still obligated to the University.

- C. University recognizes that this Agreement shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions.

University and Plano herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

V. TERMINATION

Either party may terminate this Agreement at any time without cause or penalty by giving thirty (30) days advance written notice. Plano shall pay all fees and costs, if any, incurred by University pursuant to this Agreement through the effective date of termination, and it is expressly understood that tuition refunds, if any, shall be handled according to standard University policy governing such refunds.

VI. RELEASE AND HOLD HARMLESS

To the extent authorized by the constitution and laws of the state of Texas, University agrees to be responsible for its own acts of negligence and Plano, 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 Plano.

In the event of joint and concurrent negligence, University and Plano 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.

VII. NOTICE

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

University of Texas at Dallas Representative: **City of Plano Representative:**

Dr. Doug Goodman
Associate Professor of Public Affairs and MPA
Director
University of Texas at Dallas
School of Economics, Political, and Policy
Sciences Program of Public Affairs
800 West Campbell Rd., Mail Station: GR 31
Richardson, Texas 75080
(972) 883-4948

Debbie Speed
Human Resources
City of Plano
1520 Avenue K
Plano, Texas 75074
(972) 971-7615

VIII.
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. Plano 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.

IX.
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.

X.
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.

XI.
INTERPRETATION OF AGREEMENT

Although this Agreement is drafted by Plano, 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.

XII.
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.

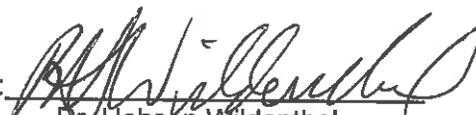
**XIII.
SUCCESSORS AND ASSIGNS**

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.

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

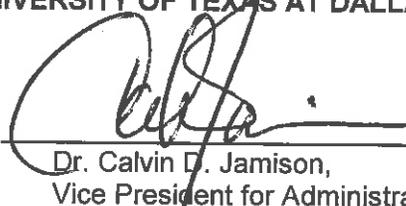
UNIVERSITY OF TEXAS AT DALLAS

Date: 8.21.14

By: 
Dr. Hobson Wildenthal,
Executive Vice President and
Provost

UNIVERSITY OF TEXAS AT DALLAS

Date: 8.21.14

By: 
Dr. Calvin D. Jamison,
Vice President for Administration

CITY OF PLANO, TEXAS

Date: _____

By: _____
Bruce D. Glasscock
CITY MANAGER

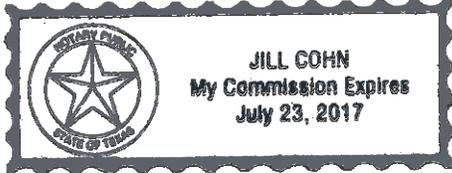
APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

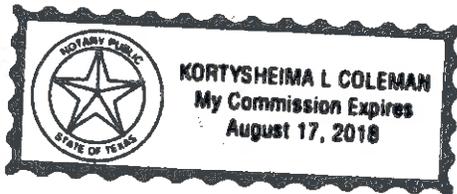
This instrument was acknowledged before me on the 21 day of AUGUST, 2014, by **DR. HOBSON WILDENTHAL**, Executive Vice President and Provost of **UNIVERSITY OF TEXAS AT DALLAS**.



Jill Cohn
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 21 day of AUGUST, 2014, by **DR. CALVIN D. JAMISON**, Vice President for Administration of **UNIVERSITY OF TEXAS AT DALLAS**.



Kortysheima L. Coleman
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2014, 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

EXHIBIT "A"

Program: City Hall MPA Graduate Certificate in Local Government Management.

The Certificate Program requires 15 hours of coursework. Courses offered as part of this program will include five of the following Graduate Courses; but this list may or may not be limited to the following selections:

- Local Government Management
- Human Resources Management
- Financial Management and Budgeting
- Navigating the Political Environment
- Quality and Productivity Improvement
- Community Development
- Economic Development
- Media Relations

Credit Hours: 3 credit hours per course. 15 hours to complete the certificate.

Participation: The City of Plano commits to enrolling a minimum of three (3) students in the Certificate Program. A minimum of ten (10) students combined from all cities participating in the program are required for the program to begin.

Application Process: By August 1, 2014 each participant must submit an online application to the MPA Non-Degree seeking program for the Fall 2014 semester and provide all required supporting documents. Students who decide to pursue a MPA degree must submit a new online application to the MPA program.

Application Fees: The applicants/students are responsible of all application fees whether submitted on time or late. The regular application fee is \$50. The late application fee is \$100. The City Hall Certificate and MPA Programs require separate applications.

Materials/Supplies Cost: All required books and materials will be paid for by the individual student.

Parking Pass: Students are responsible for purchasing a parking pass of their choice for use while on campus.

City Hall Scholarship: The University of Texas at Dallas will grant scholarships to students from the City of Plano who are enrolled in the City Hall MPA Certificate Program. The scholarship is \$800 per student, per semester. Scholarships will be provided only for the five semesters students are active in the certificate program.

Billing: While students are in the Certificate Program, the City of Plano will be billed each semester for their tuition. The rate billed will be the applicable guaranteed tuition rate for each student less the \$800 City Hall Scholarship.

Other Scholarships/Funding: In cases where students are eligible for and receive other scholarships or funding such as Hazlewood or Fire Fighter exemption, the amounts will be applied to student accounts prior to the City Hall Scholarship. It is possible these other scholarships and/or sources of funding, depending on their value, will reduce or eliminate the need for the City Hall Scholarship.

Program Schedule: The five courses will be offered over five semesters. Beginning with the Fall 2014 semester and ending with the Spring 2016 semester.

Course Schedule: To be determined by the University. Courses held in a classroom setting will meet once per week for 3 hours. The day of the week a course is offered may vary from semester to semester.

Online Courses: The University reserves the right to offer one of the five courses on-line.

Instructors: To be determined by the University.

Class Location: Classes will be held on-campus at the University.

Student Enrollment: The University reserves the right to allow traditional MPA students to enroll in courses offered as part of the City Hall MPA Graduate Certificate Program. These students would be permitted to attend the courses offered off-campus in a conference room provided by one of the participating cities.

MPA Program: If at any point after the first semester a student begins the certificate program they decide to pursue an MPA degree, an online application to the MPA program must be submitted, along with the related application fee. The MPA program is 42 credit hours and all certificate courses will apply towards the degree. However, EPPS 6313 – Introduction to Quantitative Methods, a core requirement for the MPA degree, must be completed by the end of the student’s first two long semesters (spring/fall) as a MPA degree seeking student.

Maximum Course Load: Students enrolled as non-degree seeking who are working toward their certificate are limited to one 3 hour course each of program’s five semesters.
Students enrolled as MPA degree seeking are limited to two 3 hours courses (6 hours) each semester.

Withdrawal/Drop: Students dropping a certificate related course are subject to the state mandated refund policy. If the student is eligible for a refund, it will be applied to their account based on the University’s refund schedule. In addition, their scholarship for that semester will be removed. The City of Plano will need to work directly with the student if they wish to collect any of the refund. Full payment of the charges is expected, regardless of whether or not the student remains enrolled.

- Leave of Absence:** Continuous enrollment is expected from all students in the Certificate and MPA Programs. If a leave of absence is required, approval must be granted in writing by the City of Plano HR representative and the MPA Director.
- Employment:** Students must maintain their employment with the City of Plano to be eligible for the scholarship and rates offered through this agreement. Should a student's employment end, including retirement, they may continue in the program at the standard tuition rate.
- Guaranteed Tuition Plan:** The UT Dallas Guaranteed Tuition Plan promises to lock your tuition rate and mandatory fees for the four-year period beginning with your registration.