



**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:		09/23/2013		
Department:		Human Resources		
Department Head		Jim Parrish		
Agenda Coordinator (include phone #): Sharron Mason - Ext. 7247				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an interlocal cooperation agreement by and between the City of Plano, Texas and the City of Murphy, Texas to allow the employees of the City of Murphy to take classes offered by City of Plano Professional Development Center; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2013/14, 2014/15, 2015/16	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	-18,000
BALANCE		0	0	-18,000
FUND(S): GENERAL FUND				
COMMENTS: The City of Murphy will reimburse the City of Plano for providing training classes to the City of Murphy employees through the City of Plano Professional Development Center. STRATEGIC PLAN GOAL: Interlocal agreements for Professional Development classes relate to the City's Goal of a Financially Strong City with Service Excellence and Partnering for Community Benefit.				
SUMMARY OF ITEM				
Interlocal Agreement by and between the City of Plano, Texas and the City of Murphy, Texas to allow the employees of the City of Murphy to take classes offered by City of Plano Professional Development Center. The agreement shall commence on October 1, 2013 and end on September 30, 2014. Murphy shall have the right and option to extend the term hereof by two (2) additional twelve (12) month periods by giving written notice to Plano. (City of Plano Tracking #2013-268-I)				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution and Interlocal Agreement				

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an interlocal cooperation agreement by and between the City of Plano, Texas and the City of Murphy, Texas to allow the employees of the City of Murphy to take classes offered by City of Plano Professional Development Center; 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 political subdivisions to contract with each other to perform government functions and services under the terms thereof; and

WHEREAS, the City Council has been presented with a proposed Interlocal Cooperation Agreement by and between the City of Plano and the City of Murphy for educational services, a 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 authorized 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 interests 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 attached hereto as Exhibit "A".

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

DULY PASSED AND APPROVED this the 23rd day of September, 2013.

Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**INTERLOCAL AGREEMENT BY AND BETWEEN
THE CITY OF PLANO, TEXAS AND THE CITY OF MURPHY, TEXAS
FOR CITY OF MURPHY EMPLOYEES TO PARTICIPATE IN PLANO PROGRAM
2013-268-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 the **CITY OF MURPHY, TEXAS**, a Home-Rule Municipal Corporation hereinafter referred to as "Murphy", as follows:

WITNESSETH:

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

WHEREAS, City of Plano Professional Development Center offers Business Productivity education courses ("Program") and desires to offer the Program to Murphy employees; and

WHEREAS, Murphy desires to offer its employees the opportunity to attend the Program taught by the City of Plano. The classes in the Program are as shown on the City of Plano Scope of Services, attached hereto and marked **Exhibit "A"**; and

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

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

**I.
TERM**

This Agreement shall commence on October 1, 2013 and end on September 30, 2014. Murphy shall have the right and option to extend the term hereof by two (2) additional twelve (12) month periods by giving written notice to Plano.

**II.
THE PROGRAM**

The parties agree that Plano shall offer the courses as identified 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. Murphy shall designate a program liaison who will manage program details and work with the Plano's program manager in content and logistics planning. Murphy shall provide Plano with required student-employee information for the purpose of registration and documentation. Murphy shall also provide appropriate training facilities and all reasonably necessary equipment, including AV equipment, for any session that is presented within the boundaries of the City of Murphy.

2. Plano shall provide curriculum design, program delivery, assembly of program materials, development of materials for participants, and a program manager to work with Murphy.

IV.
CONSIDERATION / FEES

A. Murphy shall pay Plano according to the terms set out in **Exhibit "A"** attached hereto and made a part hereof. Payment shall be made within 30 days of receipt of invoice for services provided. Murphy will pay for the fees and/or expenses incurred pursuant to this Agreement from its current available revenues. Any renewal will be subject to Murphy having the revenues available for that contract term.

B. Plano 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.

V.
TERMINATION

Either party may terminate this Agreement at any time without cause or penalty by giving thirty (30) days advance written notice. Murphy shall pay all fees and costs, if any, incurred by Plano pursuant to this Agreement through the effective date of termination.

VI.
RELEASE AND HOLD HARMLESS

Plano, to the extent authorized under the constitution and laws of the State of Texas, agrees to be responsible for its own acts of negligence and Murphy, 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.

In the event of joint and concurrent negligence, Murphy 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:

City of Murphy Representative:

Stacy Buckley
Human Resources Manager
City of Murphy
206 N Murphy Road
Murphy, Texas 75094
T 972-468-4018

City of Plano Representative:

Daryll McCarthy
Human Resources Training Manager
City of Plano
1520 Avenue K
Plano, Texas 75074
T 972-941-5216

**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. Murphy 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.

CITY OF MURPHY, TEXAS

Date: _____

By: _____
Name: James Fisher
Title: CITY MANAGER

APPROVED AS TO FORM:

Andy Messer, CITY ATTORNEY

CITY OF PLANO, TEXAS

Date: _____

By: _____
Diane Palmer-Boeck
PURCHASING 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 _____, 2013, by **JAMES FISHER**, City Manager, of **CITY OF MURPHY, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2013, by **DIANE PALMER-BOECK**, Purchasing Manager, of **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

Exhibit A

Scope of Services

Training classes to be available to the City of Murphy employees include:

Leadership
Management
Customer Service
Diversity
Desktop Computing
Professional Development

Class pricing per employee will be as follows:

Half day class = \$65.00
Full day class = \$110.00
2 hour class = \$35.00

Special Courses:

Conflict Mediation 40 hour certification course. \$300.00 plus manual cost of \$35.00.

Six month Leadership for the 21st Century = \$1,650.00

7 Habits = \$285.00 plus manual cost of \$125.00

Cancellation Policy:

Class enrollment may be cancelled without billing, by providing 3 business days notification prior to the start of the class. No shows will be billed.