



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					
<p>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 University of Texas at Dallas and the City of Plano providing terms and conditions for educational services; authorizing its execution by the City Manager or his authorized designee; 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 2016-17	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	40,000	40,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	-40,000	-40,000
BALANCE		0	0	0	0
FUND(S): GENERAL FUND					
<p>COMMENTS: Funding for this Agreement will come from the FY 2013-14 Human Resources Budget. Expenditures will be made in the Human Resources Department based on need within the approved budget appropriations for each year of the contract.</p> <p>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.</p>					
SUMMARY OF ITEM					
<p>Interlocal Agreement by and between the University of Texas at Dallas and the City of Plano offering training program sessions in Leadership, Management, Public Affairs and Government as identified in Exhibit A. The initial term of this agreement shall be from October 1, 2013 and end on September 30, 2014 with the City option to renew for an additional three (3) twelve (12) month periods by giving written notice to the University of Texas at Dallas of Plano'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. (City of Plano Tracking #2013-252-1)</p>					
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 University of Texas at Dallas and the City of Plano providing terms and conditions for educational services; 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 University of Texas at Dallas providing terms and conditions 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 UNIVERSITY OF TEXAS AT DALLAS
2013-252-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 UNIVERSITY OF TEXAS AT DALLAS**, hereinafter referred to as "University", as follows:

WITNESSETH:

WHEREAS, Plano is a political subdivision and University a "special district" 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 desires to offer its employees courses in Language and Business Productivity, in the areas of Leadership, Management, Public Affairs and Government as listed on Exhibit "A".

WHEREAS, University is an institution of higher education that offers Business Productivity education courses and desires to offer the courses 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 courses 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**

The initial term of this Agreement shall be from October 1, 2013 and end on September 30, 2014, provided however, that the City shall have the right and option to extend the term hereof by three (3) additional twelve (12) month periods by giving written notice to the University of Texas at Dallas of Plano'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.

**II.
THE PROGRAM**

The parties agree that University shall offer Training Program Sessions in Leadership, Management, Public Affairs and Government 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. 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. Plano shall also provide appropriate training facilities and all reasonably necessary equipment, including AV equipment. Plano will also duplicate any materials or handouts for courses for its employees.
2. University shall provide curriculum design, program delivery, development of materials for participants, and a program manager to work with Plano.

IV. CONSIDERATION / FEES

A. The parties agree that City will compensate University for services provided pursuant to this Contract provided during the term of this Contract pursuant to the fee schedule provided in **Exhibit "A"** attached hereto and incorporated herein by reference. The annual amount is estimated to be **TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00)**.

B. 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.

VI. RELEASE AND HOLD HARMLESS

University, 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 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.

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:

**The University of Texas at Dallas
Representative:**

Dr. Sheryl Skaggs
Program Head-Public Affairs and Sociology
800 West Campbell Road WT 17
Richardson, Texas 75080
T 972-883-4926

City of Plano Representative:

Mr. Jim Parrish
HR Director
City of Plano
1520 Avenue K, Suite 130
Plano, Texas 75074
T 972-941-7115

**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.

THE UNIVERSITY OF TEXAS AT DALLAS

Date: _____

By: _____
Calvin Jamison
Vice President of Administration

Date: _____

By: _____
Hobson Wildenthal
Executive Vice President and
Provost

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 **CALVIN JAMISON**, Vice President of Administration on behalf of **THE UNIVERSITY OF TEXAS AT DALLAS**.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2013, by **HOBSON WILDENTHAL**, Executive Vice President and Provost on behalf of **THE UNIVERSITY OF TEXAS AT DALLAS**.

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the _____ day of _____, 20____, by **DIANE PALMER-BOECK**, Purchasing Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

EXHIBIT "A"

Training Program Sessions: Leadership
Management
Public Affairs
Government

Scheduled Course Dates: To be determined by **PLANO** and **University**.

Instructor: UTD Faculty

Hours: Three six hour sessions at times to be determined

Fees: \$1600 per six hour session

Materials/Supplies Materials will be supplied by the **University**

The city can duplicate instructional materials for the classes.

AV: Needs will vary and will be determined before each class

Location/Facilities: The city will provide training facilities and equipment