



**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:		09/26/11			
Department:		Purchasing			
Department Head		Diane Palmer-Boeck			
Agenda Coordinator (include phone #): <b>Sharron Mason - Ext. 7247</b>					
<b>CAPTION</b>					
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 Garland, Texas to allow the employees of the City of Garland to take classes offered by City of Plano Human Resources Department; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2010-11 thru 2013-2014</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	0	<b>0</b>
This Item	0	4,000	12,000	16,000	<b>16,000</b>
BALANCE	0	4,000	12,000	16,000	<b>16,000</b>
<b>FUND(S):    GENERAL FUND</b>					
<b>COMMENTS:</b> Approval of this item will result in \$4,000 in annual revenue from the City of Garland to the City of Plano for employee training. The estimated annual amount of revenue to be earned in FY 2010-11 is \$4,000. The estimated future annual revenue amount is \$12,000, which will be earned if renewed annually. <b>STRATEGIC PLAN GOAL:</b> Providing employee training through an Interlocal Agreement relates to a Financially Strong City with Service Excellence.					
<b>SUMMARY OF ITEM</b>					
Interlocal Agreement by and between the City of Plano and the City of Garland, Texas to allow the City of Garland's employees to take classes offered by the City of Plano Human Resources Department. The Effective date of this agreement shall be from and after execution by both parties hereto. City of Garland 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 City of Plano.					
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 Garland, Texas to allow the employees of the City of Garland to take classes offered by City of Plano Human Resources 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 of thereof; and

**WHEREAS**, the City Council has been presented a proposed Interlocal Cooperation Agreement by and between City of Plano and City of Garland for educational services, 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 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:**

**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 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 from and after its passage.

**DULY PASSED AND APPROVED** this the 26th day of  
September, 2011.

\_\_\_\_\_  
Phil Dyer, 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 GARLAND, TEXAS  
FOR EMPLOYEE TRAINING PROGRAMS**

**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 GARLAND, TEXAS**, a Home-Rule Municipal Corporation hereinafter referred to as "Garland", as follows:

**W I T N E S S E T H:**

**WHEREAS**, Plano and Garland 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 Garland to enter into an interlocal agreement with one another to perform governmental functions and services as set forth in the Act; and

**WHEREAS**, both cities provide Business Productivity education courses ("Program") and desire to extend such Program to employees of both cities; and

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

**WHEREAS**, the Program will provide employees of both cities with additional knowledge and skills to more effectively serve the citizens.

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

**I.  
TERM OF CONTRACT**

The initial term of this Contract shall be a period of twelve (12) months commencing upon the effective date hereof; provided however, that each party shall have the right and option to extend the term hereof by three additional twelve (12) month periods by giving written notice to the other party of their 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 Plano and Garland shall offer the business productivity training courses as identified in **Exhibit "A"** attached hereto and incorporated herein by reference. The parties understand and agree that deviations or modifications in the courses, fees and/or conditions provided for in Exhibit "A" may be authorized from time to time, but said authorization must be made in writing and provided pursuant to the Notice provision of this Agreement.

**III.**  
**ROLES AND GENERAL RESPONSIBILITIES OF THE PARTIES**

1. Garland and Plano shall each designate a program liaison that will manage program details and work with the other party's program liaison in content and logistics planning. Garland and Plano shall provide the other party with reasonably necessary student-employee information for the purpose of registration and documentation. Garland and Plano shall also provide appropriate training facilities and all reasonably necessary equipment, including AV equipment, for any session that is presented within the boundaries of their respective city.

2. Both Plano and Garland shall provide curriculum design, program delivery, assembly of program materials, and development of materials for participants for Program courses being presented in their respective cities.

**IV.**  
**CONSIDERATION / FEES**

A. In consideration for providing the Program courses as specified in Exhibit "A", each party whose employees receive such training shall pay the city providing the Program services according to the terms set out in **Exhibit "A"** attached hereto and made a part hereof. Upon delivery of Program services, and presentation of a properly documented invoice, the party receiving the Program services under this Agreement shall promptly, and in any case within thirty (30) days, pay the providing party the full amount of the invoice. All payments for services will be made from current revenues available to the paying party.

B. Plano and Garland recognize that this Agreement shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Plano and Garland 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 Program, 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. The obligation of the parties to pay any and all fees and costs, if any, incurred under this Agreement prior to the effective date of termination shall survive such cancellation until performed or discharged by the Parties.

**VI.**  
**RELEASE AND HOLD HARMLESS**

Each Party shall accept responsibility for, and shall hold the other Party harmless from any claim, cause of action or responsibility, and bodily injury, death or property damage resulting in any manner from the sole negligence of its agents, employees, or officers, which cause bodily injury, death, or property damage occurring during the Program or while traveling to or from the Program. 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 and Garland, 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, Garland 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.

It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in Parties not signatories hereto. To the extent authorized under the Constitution and laws of the State of Texas, and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel rendered or performed pursuant to the terms and conditions of this Agreement.

## **VII. NOTICE**

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

### **City of Garland Representative**

Brenda Vega, SPHR  
Training & Development Manager  
Human Resources  
City of Garland  
200 N. 5<sup>th</sup> Street  
Garland, Texas 75040  
972-205-2476

### **City of Plano Representative:**

Daryll McCarthy  
Training Administrator  
Human Resources Department  
City of Plano  
1520 Avenue K  
Plano, Texas 75074  
(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. Garland has executed this Agreement pursuant to the authority granted by its governing body. Each of the parties shall provide upon request 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 Agreement. 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.

**XIV.  
EFFECTIVE DATE**

The Effective Date shall be from and after execution by both parties hereto.

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

**CITY OF GARLAND, TEXAS**

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

By: \_\_\_\_\_  
Bill Dollar  
CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
Brad Neighbor, CITY ATTORNEY

**CITY OF PLANO, TEXAS**

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

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 \_\_\_\_\_, 2011, by **BILL DOLLAR**, City Manager, of **CITY OF GARLAND, 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 \_\_\_\_\_, 2011, by **BRUCE D. GLASSCOCK**, City Manager, of **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

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

**EXHIBIT "A"**

The City of Garland and the City of Plano agree to mutually extend the following training classes to their employees.

- Leadership**
- Technical**
- Personal Development**
- Professional Development**
- Health and Wellness**

Class pricing will be as follows:

<b>Half day class - \$60</b>	<b>Full day class - \$100</b>	<b>2 hour class - \$30</b>
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**The cost for each party shall not exceed \$600 for a half-day class, \$1,000 a for full day class, and \$300 for a 2-hour class.**

For classes requiring the purchase of materials, the actual cost of the materials will be billed.

Location of the classes will be either at a City of Plano or the City of Garland facility. That determination will be made on a class by class basis by the respective Human Resources Departments.