

**INTERLOCAL AGREEMENT BY AND BETWEEN
THE CITY OF PLANO, TEXAS AND THE UNIVERSITY OF TEXAS AT DALLAS,
SCHOOL OF ECONOMICS, POLITICAL, AND POLICY SCIENCES
PROGRAM OF PUBLIC AFFAIRS
2017-0346-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, SCHOOL OF ECONOMICS, POLITICAL, AND POLICY SCIENCES PROGRAM OF PUBLIC AFFAIRS**, 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"; and

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, 2017 and end on September 30, 2018, provided however, that the City shall have the right and option to extend the term hereof by two (2) additional twelve (12) month periods by giving written notice to the University 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:**

Doug Goodman, PhD
Professor and Head
Public and Nonprofit Management
The University of Texas at Dallas
School of Economics, Political, and Policy
Sciences Program of Public Affairs
800 West Campbell Road
Mail Station: GR 31
Richardson, Texas 75080
T 972-883-4926

City of Plano Representative:

Shante Akafia
Director of Human Resources
City of Plano
1520 Avenue K, Suite 130
Plano, Texas 75074
T 972-941-5310

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: 6/12/17

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 10th day of June, 2013, by CALVIN JAMISON, Vice President for Administration on behalf of THE UNIVERSITY OF TEXAS AT DALLAS.



Heidi Kessell
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2017, 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"

Training Program Sessions: Leadership
Management
Public Affairs
Government

Scheduled Course Dates: To be determined by Plano and University of Texas at Dallas

Instructor: Faculty at UTD

Hours: Three six hour sessions at times to be determined

Fees: \$1,600 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