

**INTERLOCAL AGREEMENT BY AND BETWEEN
THE CITY OF PLANO, TEXAS AND DALLAS COUNTY COMMUNITY COLLEGE
DISTRICT FOR RICHLAND COLLEGE
2017-0347-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 **DALLAS COUNTY COMMUNITY COLLEGE DISTRICT FOR RICHLAND COLLEGE**, hereinafter referred to as "College", as follows:

WITNESSETH:

WHEREAS, Plano is a political subdivision and College 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 College 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 such areas of Leadership, Customer Service, Diversity, and Communications; and

WHEREAS, College 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 College, 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 Agreement shall be from October 1, 2017 and end on September 30, 2018, provided however, that Plano shall have the right and option to extend the term hereof by three (3) additional twelve (12) month periods by giving written notice to College 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 College shall offer Language and Business Productivity education 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. Plano shall designate a program liaison who will manage program details and work with the College's program manager in content and logistics planning. Plano shall provide College 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. College shall provide curriculum design, program delivery, development of materials for participants, and a program manager to work with Plano.

**IV.
CONSIDERATION / FEES**

A. In consideration for providing the Program as specified in **Exhibit "A"** attached hereto, Plano shall pay College **\$180.00 per instruction hour** for Business Productivity and Computer courses for up to 20 participants, excluding materials, and shall pay **\$180.00 per instruction hour** for Language courses for up to 20 participants, excluding materials, unless amended in writing by both parties. Material costs will not exceed **\$45 per student** for any course that Plano does not duplicate for its employees. Plano must authorize any material costs prior to delivery of any course. Plano may cancel any course seven (7) business days prior to the date of the scheduled course without incurring any charges. Total annual compensation under this contract shall not exceed the sum of **THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00)**.

B. College 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. College 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 College pursuant to this Agreement through the effective date of termination.

**VI.
RELEASE AND HOLD HARMLESS**

College, 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, College 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 Richland College Representative:

Konley Kelley
Director
Corporate and Community Relations
Richland College Garland Campus
675 West Walnut Street
Garland, Texas 75040
(214) 360-1222

City of Plano Representative:

Debbie Speed
Training Administrator
City of Plano
1520 Avenue K, Suite 130
Plano, Texas 75074
(972) 941-7217

**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. College 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.

DALLAS COUNTY COMMUNITY COLLEGE DISTRICT

Date: 6/29/17

By: Kathryn K. Eggleston
Kathryn K. Eggleston, Ph.D.
PRESIDENT

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 Dallas §

This instrument was acknowledged before me on the 29th day of June, 2017, by **KATHRYN K. EGGLESTON, Ph.D.**, President, on behalf of **DALLAS COUNTY COMMUNITY COLLEGE DISTRICT**.

Lynita F. Cook
Notary Public, State of Texas



STATE OF TEXAS

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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 municipal corporation.

Notary Public, State of Texas

Exhibit A

Program: Business Productivity and Language Courses

Courses offered by this Program may include, but are not limited to, the following:

- Leadership
- Customer Service
- Diversity
- Ethics
- Communications
- Business Writing
- Project Management
- CPR/First Aid
- Spanish
- English as a Second Language
- Computer Training

Continuing Education Units: City employees will be given the opportunity to receive continuing education units as appropriate for each course length.

Participants: Maximum of 20 students per course (24 students for Leadership in the 21st Century courses) unless a larger amount is agreed upon by representatives of each party.

Tuition: Business Productivity, Language, and Computer courses shall be paid at a rate of \$180.00 per instruction hour excluding materials for up to 20 students.

City may cancel a class within seven (7) business days without incurring any tuition charges.

Materials/Supplies Costs: City will duplicate handouts for courses. Material costs will not exceed \$45 per student for any course that cannot be duplicated by the City of Plano.

Scheduled Course Dates: To be determined by the City of Plano and Richland College.

Instructor: College will employ qualified instructors to provide educational services in accordance with state regulations and policies of the College.