

**INTERLOCAL AGREEMENT BY AND BETWEEN  
THE CITY OF PLANO, TEXAS AND THE CITY OF SACHSE, TEXAS  
FOR CITY OF SACHSE EMPLOYEES TO PARTICIPATE IN  
PLANO EMPLOYEE TRAINING PROGRAM  
2017-0269-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 SACHSE, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "Sachse", as follows:

**WITNESSETH:**

**WHEREAS**, Plano and Sachse 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 Sachse to enter into interlocal agreements with each other to perform governmental functions and services as set forth in the Act; and

**WHEREAS**, the City of Plano Human Resources Department offers Employee Training Program ("Program") and desires to offer the Program to Sachse employees; and

**WHEREAS**, Sachse 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 Human Resources Department Class List, attached hereto and marked **Exhibit "A"**; and

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

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

**NOW, THEREFORE**, Plano and Sachse, 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 Contract shall be a period of twelve (12) months commencing upon the effective date hereof. The Parties shall have the right and option to extend the term hereof by three (3) additional twelve (12) month periods by giving written notice to one another. Sachse 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 Program, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

**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. Sachse shall designate a program liaison who will manage program details and work with the Plano's program manager in content and logistics planning. Sachse shall provide Plano with required student-employee information for the purpose of registration and documentation.
2. Plano shall provide curriculum design, program delivery, assembly of program materials, development of materials for participants, and a program manager to work with Sachse.

**IV.  
CONSIDERATION / FEES**

A. Sachse 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. Sachse will pay for the fees and/or expenses incurred pursuant to this Agreement from its current available revenues. Any renewal will be subject to Sachse having the revenues available for that contract term.

**V.  
TERMINATION**

Either party may terminate this Agreement at any time without cause or penalty by giving thirty (30) days advance written notice. Sachse 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 Sachse, 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, Sachse 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 Sachse Representative**

Melinda Walter  
Human Resources Director  
City of Sachse  
3815 Sachse Road, Building B  
Sachse, Texas 75048  
469-429-4799

**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. Sachse 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.

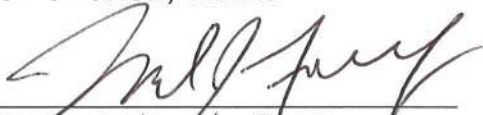
**XIV.  
EFFECTIVE DATE**

This Contract shall be effective from and after execution by both parties hereto.


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

**CITY OF SACHSE, TEXAS**

Date: 6-19-17

By:   
Name: Mike J. Felix  
Title: Mayor

APPROVED AS TO FORM:

  
Joe Goefida, City Attorney

**CITY OF PLANO, TEXAS**

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

By: \_\_\_\_\_  
Bruce D. Glasscock  
CITY MANAGER

APPROVED AS TO FORM:

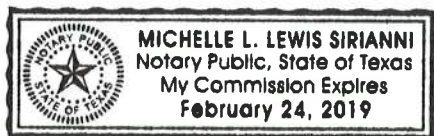
\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

**ACKNOWLEDGMENTS**

STATE OF TEXAS §

COUNTY OF Dallas §

7 This instrument was acknowledged before me on the 19 day of June, 2012, by Mike J. Felix, mayor, of **CITY OF SACHSE, TEXAS**, a home-rule municipal corporation, on behalf of said municipal corporation.



Michelle L Lewis Sirianni  
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 **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 Sachse employees include:

Leadership
Management
Customer Service
Diversity/Inclusion
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
40 Hr. Conflict Mediation = \$ 335.00

#### Special Courses:

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

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

Six month course "Leadership for the 21st Century" = \$1650.00

#### Cancellation Policy:

Class enrollment may be cancelled without billing, by providing 5 business days notification prior to the start of the class. No shows will be billed.