PI Worldwide

PREDICTIVE INDEX®
CLIENT AGREEMENT

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CITY SECRETARY

This Predictive Index(R) Client Agreement (together with the attached Terms and Conditions and other exhibit hereto, the "**Agreement**") is entered into as of_____January 1, 2014__, by and between __City of McKinney_____ ("**Client**") and __R.H. Sweeney Associates__ ("**Consultant**"), an authorized Licensee of PI Worldwide, each with an address as set forth below in its signature block.

1. Right to Use.   Subject to the terms and conditions of this Agreement, Consultant hereby grants Client a non-exclusive, non-transferable, right to use, during the Term (as hereinafter defined), the Predictive Index® (the "**Predictive Index**"), accessPI™ ("**accessPI**") and/or other basic software provided to access and/or administer the Predictive Index for use only with employees and prospective employees of the Client listed on Exhibit B attached hereto and made a part hereof (the "**Client Group**") for up to the Maximum Headcount (as hereinafter defined) of Client Group. Client obtains only the rights expressly set forth in this Agreement, and no implied rights are granted.

2. Maximum Headcount.   As of the date of this Agreement, the Client's total number of employees at Client Company is __860____. The right to use herein granted is limited to a maximum _____1,000__ employees (the "**Maximum Headcount**"). If Client wishes to extend its right to use beyond the Client Group or the Maximum Headcount, Client shall notify Consultant, and this Agreement will be amended or replaced.

3. Term.   The initial term of this Agreement shall begin on __January 1, 2014__ (the "**Start Date**") and shall continue for one year (the "**Initial Term**"). Following the Initial Term, at the option of the Client, this Agreement may be renewed on each anniversary of the Start Date for a further one year term (each a "**Renewal Term**" and collectively with the Initial Term, the "**Term**").

4. Fees.   The annual fee for Client's use of the Proprietary Information (as hereinafter defined), and Consultant's review, guidance and statistical studies in support of such use, within Client Group and for the Maximum Headcount, is $_____14,500__ (the "**Initial Annual Fee**"). The annual fee for each Renewal Term is to be determined pursuant to Consultant's then effective fee schedule for each year (the "**Renewal Annual Fee**"). The Initial Annual Fee and each Renewal Annual Fee are due and payable to Consultant on or before the commencement of the Initial Term and each Renewal Term respectively; however Renewal Terms shall not be automatic, and shall be subject to annual appropriation.

5. Training.   Using the Predictive Index requires skills obtained in the Predictive Index Management Workshop™ (the "**Workshop**"). We have scheduled participants to attend the Workshop beginning ____TBD____, for a separate per-participant fee. Participants who (i) complete the Workshop, and thereby receive the training needed to administer, interpret and apply the Predictive Index at or for Client Group, and (ii) have entered into an **Analyst** Agreement, shall be "**PI Analysts**". The Predictive Index shall be used only by PI Analysts of Client Group for the Maximum Headcount of Client Group. The Predictive Index may not be used under any circumstances to provide services to or for a third party including without limitation for recruitment, placement, consulting, counseling or staffing.

IN WITNESS WHEREOF, as of the date first written above the parties hereto have executed this Agreement, which incorporates the standard terms and conditions attached hereto as Exhibit A and represents the entire agreement between the parties as to the subject matter. The parties signing below represent and warrant that they have the authority to execute this Agreement.

Consultant:
  R.H. Sweeney Associates
  757 Lonesome Dove Trail
  Hurst, TX 76054

_____
Signature

Richard H Sweeney   President_____
Print Name   *Title*

_rich@rhsweeney.com   817-520-8200__
Email   *Phone*

Client:
  City of McKinney
  222 N. Tennessee Street,
  McKinney, TX 75069

_____
Client Authorized Signature

Jason Gray   City Manager
Print Name   *Title*

jgray@mckinneytexas.org   972-547-7520
Email   *Phone*

*Company Website:___http: www.mckinneytexas.org_*

accessPI™ contact name:_____*Jason Gray*_____

accessPI™ contact title   City Manager

accessPI™ contact email: jgray@mckinneytexas.org

accessPI™ contact phone:_____972-547-7520_____

EXHIBIT A
PREDICTIVE INDEX® CLIENT AGREEMENT
TERMS AND CONDITIONS

1. Proprietary Information. Client acknowledges and agrees that the Predictive Index and materials furnished in connection with the use of the Predictive Index, including without limitation all written materials, accessPI and other software provided (collectively with the Predictive Index, the "**Proprietary Information**") contain copyrighted materials, trade secrets and confidential information of Praendex Incorporated d/b/a PI Worldwide (hereinafter "**PI Worldwide**"), and are made available to clients of both PI Worldwide and its Consultants, such as Client, solely for clients' use. Client shall not copy, distribute or reverse engineer the Proprietary Information at any time. Except as authorized hereunder and only to the extent allowed by the Texas Public Information Act., Client shall (a) keep the Proprietary Information confidential, (b) use it only as permitted by this Agreement; and (c) not disclose or make available the Proprietary Information to any third party for any reason whatsoever, except as required by law. Except as otherwise expressly provided herein, PI Worldwide owns and shall retain all of its right, title and interest in and to the Proprietary Information. Client further acknowledges that the Proprietary Information have been created, developed and maintained by PI Worldwide at great expense of time and money such that misappropriation or unauthorized disclosure or use of the Proprietary Information by others for commercial gain would unfairly and irreparably harm PI Worldwide, in a manner for which damages would not be an adequate remedy, and Client consents to PI Worldwide obtaining injunctive relief to restrain any breach or threatened breach of this Agreement.

2. Access to accessPI. During the Term, accessPI shall be made available to Client as a web-based, password-protected service, such that accessPI is continuously available for use, subject to periodic maintenance.

3. Passwords. PI Worldwide shall issue Client individual passwords for login to accessPI for each PI Analyst and up to one additional administrative person per PI Analyst. Client shall promptly notify PI Worldwide of any password cancellations or changes required and shall be responsible for all use of accessPI by means of passwords issued to Client Group personnel. It is Client's responsibility to safeguard its passwords and keep them confidential, and to avoid use of passwords on public computers or in any manner that would allow a third party to access its computers or Client Data. Client's use of its passwords authenticates Client's identity and verifies the instructions entered for any transaction, and PI Worldwide is entitled to act on transaction instructions received when Client's passwords are used, regardless of whether their use is authorized.

4. Client Systems Responsibility. Client is solely responsible for the set-up, maintenance, and security of the computer and online service used for accessing accessPI. Client acknowledges that frequent, regular software updates for internet browsers, antivirus, operating systems, media players, and other communication software are essential to the security of Client's connection to the Proprietary Information.

5. Client Data. PI Worldwide and Consultant claim no property interest in any data Client or its users enter into accessPI or other software provided, or otherwise maintain, store or exchange in paper or electronic form (the "**Client Data**"), which shall be the exclusive property of Client.

6. Breach; Termination. If Client fails to pay any fee due under this Agreement, is insolvent, or is otherwise in breach of this Agreement, Consultant may terminate or suspend this Agreement upon thirty (30) day written notice and right to cure. In the event of the termination or expiration of this Agreement, the Client Group shall immediately cease all further use of the Proprietary Information. Client acknowledges that software provided may contain time-limiting codes that disable the software when the Term expires.

7. After Termination. Within ten (10) days after notification of termination or expiration of this Agreement, Client shall return to Consultant all Proprietary Information which have been furnished to Client Group. Subject to the payment of any fees due and unpaid, Client has the right to obtain and retain the Predictive Index profiles and reports generated prior to the termination of the Agreement, without modification or removal of any copyright or similar notices.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, USA.

9. Third Party Beneficiary. PI Worldwide shall be an intended third-party beneficiary of this Agreement and entitled to enforce any provision of this Agreement.

PI Worldwide

Client Name: <u>City of McKinney</u>

The listed "units" and/or subsidiaries may not use the Proprietary Information to provide services to any group not listed below.

Part 1: Client-Owned unit(s), branch(es), division(s), department(s), or location(s)	Address	Actual # of Employees
All employees of City of McKinney	222 N. Tennessee St P.O. Box 517 McKinney, TX 75070	870
Part 2: Client-Owned **Subsidiaries**	**Address**	**Actual # of Employees**

Maximum Headcount covered by this Agreement (See Page 1, Section 2)   Up to <u>1000</u> Employees

***attach additional pages if needed

McKINNEY™
T E X A S
Unique by nature.℠

TITLE: Consider/Discuss/Act on a Resolution Authorizing the City Manager to Execute a Contract with R.H. Sweeny Associates to Provide Executive Leadership Development Training

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MEETING DATE: December 17, 2013

DEPARTMENT: City Manager's Office

CONTACT: Jason Gray, City Manager

RECOMMENDED CITY COUNCIL ACTION:
- Approval of the Resolution

ITEM SUMMARY:
- This Resolution authorizes the City Manager to execute a contract in the amount of $56,500 with R.H. Sweeny Associates for professional executive leadership development training.

BACKGROUND INFORMATION:
- R.H. Sweeny Associates will provide executive leadership development training.
- The training will consist of a one day Predictive Index executive leadership workshop.
- This workshop will initially be provided for 20 employees and is part of a larger executive development program.
- Contract will also provide the City of McKinney one year unlimited access to Predictive Index tools and resources for the entire City staff.

FINANCIAL SUMMARY:
- This Resolution authorizes a contract with R.H. Sweeny, for an amount not to exceed $56,500.
- Funds are available in the General Fund's operating contingency account.

BOARD OR COMMISSION RECOMMENDATION:
- N/A

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT IN THE AMOUNT OF $56,500 WITH R.H. SWEENY ASSOCIATES FOR EXECUTIVE LEADERSHIP DEVELOPMENT TRAINING

WHEREAS, the City Council of the City of McKinney, Texas, recognizes the need for executive leadership development training; and

WHEREAS, the City has received a proposal from R.H. Sweeny for executive leadership development training.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS, THAT:

Section 1.   The City Manager is hereby authorized to enter into a contract in the amount of $56,000 with R.H. Sweeny for executive leadership development training.
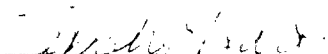
Section 2.   This Resolution shall take effect immediately from and after the date of passage and is so resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF McKINNEY, TEXAS ON THE 17th DAY OF DECEMBER, 2013.
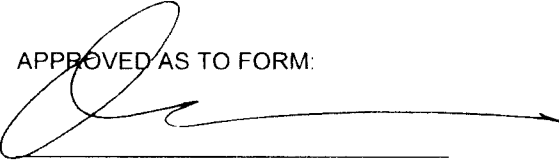
CITY OF McKINNEY, TEXAS

BRIAN LOUGHMILLER
Mayor

ATTEST:

SANDY HART, TRMC, MMC
City Secretary
BLANCA I. GARCIA, TRMC
Assistant City Secretary

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney