

RESOLUTION NO. 2021-08-XXX (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE UNIVERSITY OF TEXAS – DALLAS FOR PARTICIPATION IN A GRADUATE CERTIFICATE IN LOCAL GOVERNMENT MANAGEMENT PROGRAM

WHEREAS, the City Council of the City of McKinney, Texas, is supportive of the professional development of the City of McKinney's employees; and

WHEREAS, The University of Texas - Dallas enjoys a prestigious reputation regarding its degree and certificate programs, especially regarding public affairs; and

WHEREAS, the City of McKinney and the University of Texas – Dallas would jointly benefit from the City's participation in the Graduate Certificate in Local Government Management Program.

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

Section 1. The City Council of the City of McKinney, Texas hereby authorizes the City Manager to enter in to an interlocal agreement with the University of Texas – Dallas for participation in the Graduate Certificate in Local Government Management Program.

Section 2. This Resolution shall be in accordance with terms of the attached interlocal agreement (Appendix A).

Section 3. 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 3rd DAY OF AUGUST, 2021.

CITY OF MCKINNEY, TEXAS

GEORGE C. FULLER, Mayor

ATTEST:

EMPRESS DRANE, City Secretary

APPROVED AS TO FORM:

MARK S. HOUSER, City Attorney

Appendix A

INTERLOCAL COOPERATION CONTRACT

This **Interlocal Cooperation Contract** (*the "Contract"*) is entered into effective as of **August 1, 2021** (*the "Effective Date"*), by and between the Contracting Parties identified below otherwise referred to as the "*Parties*", and each a "*Party*", pursuant to authority granted in and in compliance with Chapter 791, Texas Government Code.

CONTRACTING PARTIES:

Receiving Party: **City of McKinney**, a municipal corporation located in Collin County, Texas (*the "City"*).

Performing Party: **The University of Texas at Dallas**, a Texas state agency and **The University of Texas System** member institution of higher education located at 800 W. Campbell Rd., Richardson, TX, 75080 (*the "University"*).

PURPOSE:

The purpose of this Contract is to obtain the services of Performing Party to offer graduate level courses as identified in **Exhibit A** as a mechanism for City employees to obtain eligibility for a **Graduate Certificate in Local Government Management** (*the "Program"*).

STATEMENT OF SERVICES TO BE PERFORMED:

Performing Party will perform the following services (*the "Services"*):

1. Curriculum design, program delivery, assembly of program materials, development of materials for participants, administration and tabulation of course evaluations, and a Program manager to work with City.

Program Manager: **Teodoro J. Benavides** (*the "Program Manager"*)

Title: Associate Professor of Practice

Contact: teodoro.benavides@utdallas.edu

WARRANTIES:

Receiving Party warrants (1) the services are necessary and authorized for activities properly within its statutory functions and programs; (2) it has authority to contract for the services under authority granted in Chapter 791, Texas Government Code; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on Receiving Party's behalf is authorized by its governing body to do so.

Performing Party warrants (1) it has authority to perform the services under authority granted in Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the representative signing this Contract on Performing Party's behalf is authorized by its governing body to do so.

CONTRACT AMOUNT:

The total amount of this Contract will not exceed \$99,120.00 This amount is based on a total of seven employees enrolled in the program and a total cost per-person of \$14,160, which covers all of the core classes required to earn the graduate certificate in local government management (\$14,160 x 7 = \$99,120.00). .

PAYMENT:

Receiving Party will remit payments to Performing Party for services satisfactorily performed in accordance with Chapter 2251, Government Code (Texas Prompt Payment Act).

City will forward a purchase order to University, listing City employees participating in the Program, no later than two (2) weeks prior to classes beginning. Purchase order must list: names of all students enrolled in the Program for the semester, the number of classes and the number of credit hours for each student, and the current university tuition rate. In addition, the purchase order must list City's contact person's name, phone number, fax number and the billing address. The purchase order must be sent to the University's Bursar's Office:

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Cynthia Ladejo

Student Financial Services / Bursar - Student Financial Accountant II
The Office of Budget and Finance

The University of Texas at Dallas

Phone: (972) 883-4034

Fax: (972) 883-6464

Office: SSB 2.300 / Mailstop: SSB21

After receipt of the purchase order, University will transfer the tuition obligation from the individual students' records to City. No later than one month after Census Day (last day a student can drop a class without monetary penalty), University will send an invoice to City for the total cost as reflected on the purchase order. Payments hereunder shall be made to University within thirty (30) days of receiving University's invoice. Payments due to the University will not be contingent upon grades or attendance. In the event that the student is terminated from City employment, or this agreement is terminated per Section VI below, after the purchase order has been processed, City is still obligated to the University.

Payments made under this Contract (1) are based on cost recovery (2) will fairly compensate Performing Party for the services performed, and (3) will be made from current revenues available to Receiving Party.

Section 51.012. Education Code, authorizes Receiving Party to make payments through electronic funds transfer methods. Performing Party agrees to accept payments from Receiving Party through those methods, including the automated clearing house system (ACH). Performing Party agrees to provide its banking information to Receiving Party in writing on Performing Party letterhead signed by an authorized representative of Performing Party. Prior to the first payment, Receiving Party will confirm Performing Party's banking information. Changes to Performing Party's bank information must be communicated to Receiving Party in writing at least thirty (30) days before the effective date of the change and must include an IRS Form W-9 signed by an authorized representative of Performing Party.

TERM:

The term of this Contract (*the "Term"*) shall commence on the Effective Date and shall expires on **December 31, 2022** (*the "End Date"*).

NOTICES:

Except as otherwise provided by this Section, notices, consents, approvals, demands, requests or other communications provided or permitted under this Contract, will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to **Receiving Party:** **Paul Grimes**
City Manager
City of McKinney
Post Office Box 517
McKinney, Texas 75070
Fax: 972-547-2608
Email: CM's point of contact: Trevor Minyard, tminyard@mckinneytexas.org

with copy to: **Mark S. Houser**
Brown & Hofmeister, LLP
740 E. Campbell Rd.
Richardson, TX 75081

If to **Performing Party:** **The University of Texas at Dallas**
Office of Contracts Administration
800 W. Campbell Rd.,

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MS SP2 22
Richardson, TX 75080

Attention: **Director, Office of Contracts Administration**
Email: oca@utdallas.edu

with copy to: **Meghna Sabharwal PhD**
Professor & 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 Rd.,
MS GR 31
Richardson, TX 75080
(972) 883-4948

or other person or address as may be given in writing by either party to the other in accordance with this Section.

TERMINATION:

In the event of material failure by a Contracting Party to perform its duties and obligations in accordance this Contract, the other party may terminate this Contract upon **thirty (30) days'** advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the 30-day period.

Either Party may terminate this Contract without cause upon **ninety (90) days'** advance written notice of termination to the other party.

OTHER PROVISIONS:

Access by Individuals with Disabilities. Performing Party represents and warrants (**EIR Accessibility Warranty**) the electronic and information resources and all associated information, documentation, and support Performing Party provides to Receiving Party under this Contract (**EIRs**) comply with applicable requirements set forth in 1 TAC Chapter 213 and 1 TAC Section 206.70 (ref. Subchapter M Chapter 2054 Texas Government Code). To the extent Performing Party becomes aware the EIRs, or any portion thereof, do not comply with the **EIR Accessibility Warranty**, then Performing Party represents and warrants it will, at no cost to Receiving Party, either (1) perform all necessary remediation to make the EIRs satisfy the **EIR Accessibility Warranty** or (2) replace the EIRs with new EIRs that satisfy the **EIR Accessibility Warranty**. If Performing Party is unable to do so, Receiving Party may terminate this Contract and, within thirty (30) days after termination, Performing Party will refund to Receiving Party all amounts Receiving Party paid under this Contract.

Performing Party will provide all assistance and cooperation necessary for the performance of accessibility testing conducted by Receiving Party or Receiving Party's third-party testing resources as required by **1 TAC Section 213.38(g)**.

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Government Code*, any payments owing to Performing Party under this Contract may be applied directly toward any debt or delinquency Performing Party owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until paid in full.

Venue; Governing Law. Collin County, Texas will be the proper place of venue for suit on or in respect of this Agreement. This Agreement, all of its terms and conditions, all rights and obligations of the parties, and all claims arising out of or relating to this Agreement, will be construed, interpreted and applied in accordance with, governed by and enforced under, the laws of the State of Texas.

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Entire Agreement; Modifications. This Contract supersedes all prior agreements, written or oral, between Performing Party and Receiving Party and will constitute the entire agreement and understanding between the parties with respect to its subject matter. This Contract and each of its provisions will be binding on the parties, and may not be waived, modified, amended or altered, except by a writing signed by Receiving Party and Performing Party.

Loss of Funding. Performance by a Contracting Party of its duties and obligations under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (*the "Legislature"*) and/or allocation of funds by that Contracting Party's governing board. If Legislature fails to appropriate or allot necessary funds, or a Contracting Party's governing board fails to allocate necessary funds, then Contracting Party that loses funding may terminate this Contract without further duty or obligation. Contracting Parties agree acknowledge that appropriation, allotment, and allocation of funds are beyond the Contracting Parties' control.

State Auditor's Office. Contracting Parties understand acceptance of funds under this Contract constitutes acceptance of authority of the Texas State Auditor's Office or any successor agency (**Auditor**), to conduct an audit or investigation in connection with those funds (ref. Sections 51.9335(c), 73.115(c) and 74.008(c), Education Code). Contracting Parties agree to cooperate with Auditor in the conduct of the audit or investigation, including providing all records requested. Contracting Parties will include this provision in all contracts with permitted subcontractors.

Assignment. This Contract is not transferable or assignable except upon written approval by the Parties.

Severability. If any one or more of the provisions of this Contract will for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other provision, and this Contract will be construed as if the invalid, illegal, or unenforceable provisions had *never* been included.

Public Records. It will be the independent responsibility of Receiving Party and Performing Party to comply with Chapter 552, Government Code (Public Information Act), as it applies to the Contracting Parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the Public Information Act on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the Public Information Act on behalf of Receiving Party.

Executed effective on the Effective Date by the following duly authorized representatives of the Parties:

RECEIVING PARTY:

CITY OF MCKINNEY

By: _____

Name: Paul Grimes

Title: City Manager

Date: _____

Attest:

By: _____

Name: Empress Drane

Title: City Secretary

Name: Joshua Stevenson

Title: Deputy City Secretary

Date: _____

PERFORMING PARTY:

THE UNIVERSITY OF TEXAS AT DALLAS

(*Read and Understood By*):

By:  Digitally signed by Jennifer Holmes
Date: 2021.07.26 08:22:37 -05'00'

Name: Dr. Jennifer S. Holmes

Title: Dean, School of Economic, Political,
and Policy Sciences

School of Economic, Political, and Policy Sciences

Date: _____

Binding Signatory:

By: _____

Name: Bryce Brownlee

Title: Director

Contracts Administration

Date: 7/29/2021

Appendix A

EXHIBIT A

Program: McKinney City Hall Graduate Certificate in Local Government Management

The Local Government Management Graduate Certificate Program requires **twelve (12) hours** of coursework. Courses offered as part of this program will include, but may not be limited to, four of the following Graduate Courses:

Required courses under the 2021 Contract:

- i. **PA 6321** Government Financial Management and Budgeting
- ii. **PA 6326** Decision Tools for Managers
- iii. **PA 6344** Local Government Management -
- iv. **PA 6345** Human Resource Management -

Credit Hours: Three (3) credit hours per course. Twelve (12) hours to complete the Graduate Local Government Management Certificate.

Participation: The City of McKinney commits to enrolling a minimum of three (3) students in the Graduate Local Government Management Certificate Program. A minimum of ten (10) students combined from all cities participating in the program are required for the program to begin.

Application Process: By **July 15, 2021** each participant must submit an online application to the MPA Non-Degree seeking program for the Fall 2021 semester, be registered for class by **July 29, 2021** and provide all required supporting documents. Students who decide to pursue an MPA degree must submit a new online application to the MPA program.

Application Fees: The applicants/students are responsible of all application fees whether submitted on time or late. The regular application fee is **Fifty Dollars (\$50.00)**. The late application fee is **One Hundred Dollars (\$100.00)**. **The City Hall Graduate Local Government Management Certificate and MPA Programs require separate applications.**

Materials/Supplies Cost: All required books and materials will be paid for by the individual student.

Class Location: Every attempt will be made to hold classes off campus at the Collin Higher Education Center (CHEC) 3452 Spur 399, McKinney, TX 75069 or online or on the University of Texas at Dallas Campus only if an off-campus location cannot be secured.

Parking Pass: Students are responsible for purchasing a parking pass of their choice for use while on campus.

Billing: While students are in the Graduate Certificate Program, the City of McKinney will be billed each semester for their tuition according to current tuition rates. The rate billed will be the applicable guaranteed tuition rate for each student.

Other Scholarships/Funding: In cases where students are eligible for and receive other scholarships or funding, the amounts will be applied to student accounts per current University procedures. Hazelwood or Firefighter Scholarship will not be accepted for the Graduate Certificate Program.

Program Schedule: The four courses will be offered over four semesters, beginning with the Fall 2021 semester and ending with the Fall 2022 semester.

Course Schedule: To be determined by the University. Courses held in a classroom setting will meet once per week for 3 hours. The day of the week a course is offered may vary from semester to semester.

Online Courses: University reserves the right to offer one or more of the four courses in this cohort online in case of declaration by University or City of: procedural changes required by or public health concerns including but not limited to COVID, force majeure, or other emergency. In this case, University shall make reasonable efforts to consult and accommodate City.

Instructors: To be determined by the University.

Student Enrollment: For exigent circumstances the University reserves the right to allow traditional MPA students to enroll in courses offered as part of the City Hall MPA and Graduate Certificate Programs. These

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students would be permitted to attend the courses offered off-campus in a conference room provided by City. However, efforts will be made to avoid commingling students from the two programs.

MPA Program: If at any point after the first semester a student begins the Graduate Certificate program, they decide to pursue an MPA degree, an online application to the MPA program must be submitted, along with the related application fee. The MPA program is 36 credit hours and all Graduate Certificate courses will apply towards the degree.

Maximum Course Load: Students enrolled as non-degree seeking who are working toward their Graduate Certificate are limited to one 3-hour course each of program's four semesters.

Withdrawal/Drop: Students who drop a Graduate Certificate related course are subject to the state mandated refund policy. If the student is eligible for a refund, it will be applied to their account based on the University's refund schedule. In addition, their scholarship for that semester will be removed. The City of McKinney will need to work directly with the student if they wish to collect any of the refund. Full payment of the charges is expected, regardless of whether or not the student remains enrolled.

Leave of Absence: Continuous enrollment is expected from all students in the Graduate Certificate Program. If a leave of absence is required, approval must be granted in writing by the City of McKinney City Manager or their designee, and the UT Dallas MPA Director.

Tuition and Fees Plan:

University tuition and fees shall be based on University of Texas Guaranteed Tuition Plan for the 2021-2022 tuition rates. University shall therefore lock City's tuition rate and mandatory fees for the four-year period beginning with City's registration as shown on University page found through this link <https://bursar.utdallas.edu/tuition/tuition-plans-rates/>

- (i) City shall be responsible for paying advising fees (*the "Advising Fees"*) of **One Hundred and Fifty, and 00/100 (\$150.00) Dollars** for each enrolled student per three (3) hour class.
- (ii) City shall be responsible for paying a fee for the use of the Collin Higher Education Center of Twenty-Five and 00/100 (\$25.00) for each credit hour per student for a total cost per student per course of \$75.00. The city will pay the University of Texas at Dallas \$75.00 per student per course and the University will transfer this fee revenue to the Collin County Community College District for use of their Collin Higher Education Center facility.