

**AGREEMENT BETWEEN THE CITY OF PLANO, TEXAS,
AND THE CITY OF LEWISVILLE, TEXAS, FOR
HOMEBUYER EDUCATION CLASSES**

This Agreement is made between the CITY OF PLANO, TEXAS, a home-rule municipal corporation (hereinafter referred to as “Plano”), and the CITY OF LEWISVILLE, TEXAS, a home-rule municipal corporation (hereinafter referred to as “Lewisville”), as follows:

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and

WHEREAS, Plano and Lewisville, (hereinafter each individually referred to as “Party” and collectively referred to as “Parties”) are political subdivisions within the State of Texas and are all engaged in the provision of governmental services for the benefit of their citizens; and

WHEREAS, the Parties desire to enter into an interlocal agreement for the purpose of providing a joint Homebuyer Education Class (the “Class”); and

WHEREAS, the Parties have current funds available to satisfy any fees and costs required pursuant to this Agreement.

NOW, THEREFORE, the Parties, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

I. PURPOSE

The purpose of the Agreement is to state the terms and conditions under which the Parties will jointly provide a homebuyer educational class for households attempting to purchase homes within each Party’s territorial jurisdiction. This Agreement addresses the obligation of each Party, the class requirements, and distribution of class cost for each Party.

II. TERM

This Agreement shall be in effect from October 1, 2018 through September 30, 2019, unless terminated earlier as provided herein. Provided however, that either Party shall have the right and option to extend the term hereof by an additional two (2) renewals of one (1) year terms by giving written notice to the other Party of said election to so renew the term hereof, such notice to be given not more than ninety (90) days prior to the expiration of term.

III. TERMINATION

Either Party may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Agreement, terminate further work under this Agreement, in whole or in part by giving at least thirty (30) days prior written notice thereof to the other Party with the understanding that all services being terminated shall cease upon the date such notice is received.

IV. OBLIGATIONS OF THE PARTIES

A. CITY OF PLANO:

Plano will be responsible for maintaining the agreement with the Class Instructor, as hereinafter defined.

Plano will be responsible for satisfying any obligations for private grants received for the Class. Plano will be responsible for advertising and promoting the Class within the City of Plano.

Plano will produce and create all advertising materials for the Class.

Plano will register all Class participants and disseminate all Class information.

Plano will be responsible for providing Class location and security, including coordination of Class dates and room availability.

Plano will provide a list of Class attendees to Lewisville within one week of the Class date.

Plano will collect and analyze end-of-year Class attendance and schedule a status update between the Parties.

B. CITY OF LEWISVILLE:

Lewisville will be responsible for referring potential Lewisville homebuyers to Plano city staff for Class registration.

Lewisville will be responsible for explaining and providing all material and information regarding the City of Lewisville's First-time Homebuyer Assistance Program to their Class participants.

Lewisville will be responsible for advertising and promoting the Class within the corporate limits of the City of Lewisville.

V. CLASS REQUIREMENTS

The Parties agree that the Class will be instructed by a state certified trainer (the “Class Instructor”).

The Parties further agree that each Class will include a minimum of eight (8) hours of instruction, and each homebuyer will be required to attend all eight (8) hours in order to receive a certificate of completion. The curriculum for each Class will be taken from the NeighborWorks workbook entitled “Realizing the American Dream” and each homebuyer will receive a copy of the workbook.

The standard date for each Class will be the third Saturday of each month during the term of this Agreement unless the third Saturday conflicts with a holiday weekend.

VI. CLASS DATES

The 2018 remaining class dates are as follows:

| | |
|------------|-------------|
| October 20 | November 17 |
|------------|-------------|

The 2019 class dates are as follows:

| | | |
|-------------|----------|--------------|
| January 12 | April 13 | July 20 |
| February 16 | May 18 | August 17 |
| March 16 | June 15 | September 21 |

The parties agree Plano has the right to change the above Class dates by giving at least a five (5) business day prior written notice thereof to Lewisville.

VII. PAYMENT

All payments for expenses incurred as a result of the performance of this Agreement shall be made only from current revenues legally available to each respective Party. Each Party agrees to pay the following amounts:

The City of Lewisville agrees to pay a total sum of **TWO THOUSAND TWO HUNDRED THREE AND 00/100 DOLLARS (\$2,203.00)** to Plano for their shared cost of the Class.

The City of Plano agrees to pay a total sum of **SIX THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$ 6,600.00)** for their shared cost of the Class.

The total cost of the Class budget to be paid by the Parties for Class instruction materials and professional services shall not exceed \$8,803.00.

Plano may accept sponsorships to cover expenses such as food, supplies, advertising and promotional items. Any donations received during the term of the Agreement will reduce each Party's cost, and refunds will be based on each Party's percent of the total cost of the Class budget as stated above.

Plano will invoice Lewisville within thirty (30) days of the effective date of this Agreement for the total payment due at which time payment must be remitted within thirty (30) days of receipt of invoice.

The Parties herein recognize that the continuation of any contract after the close of any given fiscal year, which fiscal year ends on September 30th of each year, shall be subject to each Party's City Council approval. In the event that any of the Party's City Councils do 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.

VIII. GOVERNMENTAL FUNCTION

The Parties have determined by their execution of this Agreement that this Agreement and the obligations of the Parties contained herein are in discharge of a governmental function as set forth in the Interlocal Cooperation Act, and participation in this Agreement by one Party shall not be construed as creating any kind of agency relationship, partnership, or joint enterprise between the Parties.

XIV. RELEASE AND HOLD HARMLESS

TO THE EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO WAIVE ALL CLAIMS AGAINST, TO RELEASE, AND TO HOLD HARMLESS THE OTHER PARTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEYS FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OR INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN THE EVENT THAT A CLAIM IS FILED, EACH PARTY SHALL BE RESPONSIBLE FOR ITS PROPORTIONATE SHARE OF LIABILITY.

X. IMMUNITY

In the execution of this Agreement, none of the Parties waive, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into

this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

XI. ASSIGNMENT AND SUBLETTING

The Parties shall give their full attention to the fulfillment of this Agreement that this Agreement will not be assigned or sublet without the prior written consent of the other Parties, and no part or feature of the work will be sublet to anyone objectionable to any of the Parties. The Parties further agree that the performance of this Agreement shall not relieve either Party from its full obligations to the other Party as provided by this Agreement.

XII. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and/or agreements, either written or oral between the Parties. This Agreement may be amended only by written instrument signed by the Parties.

XIII. AUTHORITY TO SIGN

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

XIV. 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, any Party may terminate this Agreement by giving the other Parties thirty (30) days written notice.

XV. 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.

XVI. 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 constructed more favorably for any of the Parties.

XVII. 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.

XVIII. SUCCESSORS AND ASSIGNS

The Parties each bind themselves, their respective successors, executors, administrators, and assigns to the other Party to this contract. No Party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other Parties. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all Parties.

XIX. NOTICE

Official notice shall be by written notice and delivery to all of the Parties to this Agreement. Delivery shall be by fax or deposit with the United States Postal Service, certified mail, return receipt requested to:

Plano Representative:
Shanette Eaden
Housing & Community
Services Manager
7501-A Independence Pkwy
Plano, Texas 75025

Lewisville Representative
Wayne Snell
Director of Neighborhood Services
151 W. Church Street
Lewisville, Texas 75057

XX. HEADINGS

The titles which are used following the number of each paragraph are only for convenience in locating various provisions of this Agreement and shall not be deemed to affect the interpretation or construction of such provision.

EXECUTED on the dates indicated below:

CITY OF LEWISVILLE, TEXAS

DATE _____

BY: _____
Donna Barron
City Manager

APPROVED AS TO FORM:

Lizbeth Plaster, 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 DENTON §

This instrument was acknowledged before me on the _____ day of _____, 20____, by **DONNA BARRON, City Manager** for the **City of Lewisville, Texas**, a home-rule municipal corporation, on behalf of such municipal corporation.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 20 , by **BRUCE D. GLASSCOCK, City Manager** of the **City of Plano, Texas**, a home-rule municipal corporation, on behalf of such municipal corporation.

Notary Public, State of Texas