



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		January 25, 2016			
Department:		Fire			
Department Head		Sam Greif, Fire Chief			
Agenda Coordinator (include phone #): Cynthia Morgan, ext. 7164					
CAPTION					
A Resolution of the City of Plano, Texas, ratifying the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas, and the City of Sachse, Texas, for Interim Fire Chief services; approving its execution by the City Manager or his designee; and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2015-2016	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	40,416	0	40,416
BALANCE		0	40,416	0	40,416
FUND(S): GENERAL FUND					
COMMENTS: Approval of this interlocal agreement providing Interim Fire Chief services to the City of Sachse, Texas, provides for reimbursement from the City of Sachse for the projected amount of \$40,416 to cover amount equal to employee's regularly-scheduled pay as a City of Plano employee. This Agreement shall be week-to-week and commence on or after January 11, 2016, and shall automatically renew each week unless terminated sooner.					
STRATEGIC PLAN GOAL: Utilizing interlocal agreements relates to the City's Goal of Financially Strong City with Service Excellence.					
SUMMARY OF ITEM					
The City of Sachse, Texas, desires to have an Interim Fire Chief while it conducts a search to hire a full-time Fire Chief and has requested the City of Plano allow Deputy Chief Martin Wade to serve as Interim Fire Chief for the City of Sachse in return for reimbursement for services rendered. This Agreement shall be week-to-week and commence on or after January 11, 2016, and shall automatically renew each week unless terminated sooner.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution & Interlocal Cooperation Agreement			N/A		

A Resolution of the City of Plano, Texas, ratifying the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas, and the City of Sachse, Texas, for Interim Fire Chief services; approving its execution by the City Manager or his designee; and providing an effective date.

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

WHEREAS, the City Council has been presented an Interlocal Cooperation Agreement for providing Interim Fire Chief services by and between the City of Plano, Texas, and the City of Sachse, Texas, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be ratified and approved.

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

Section I. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interest of the City of Plano and its citizens, is hereby in all things ratified and execution by the City Manager or his designee on behalf of the City of Plano is hereby approved.

Section II. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 25th day of January, 2016.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF PLANO,
TEXAS AND THE CITY OF SACHSE, TEXAS
FOR INTERIM FIRE CHIEF**

THIS AGREEMENT, (the “Agreement”), is made and entered into by and between the City of Plano, Texas, a home-rule municipal corporation located in Collin County, Texas (hereinafter referred to as “Plano”), and the City of Sachse, Texas, a home-rule municipal corporation located in Dallas County, Texas (hereinafter referred to as “Sachse”) (each a “Party” and collectively the “Parties”).

WHEREAS, this Agreement is being entered into pursuant to the Interlocal Cooperation Act, V.T.C.A., Government Code, Section 791.001, et seq. (the “Act”); and

WHEREAS, Plano and Sachse are both local governments as defined by Section 791.003(a) of the Act engaged in the provision of governmental functions and services to their citizens; and

WHEREAS, Sachse desires to have an Interim Fire Chief while it conducts a search to hire a full-time Fire Chief and has requested Plano to allow Deputy Chief Martin Wade (hereinafter referred to as “Chief Wade”) to serve as Interim Fire Chief for Sachse in return for compensation for services rendered; and

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

WHEREAS, Plano and Sachse mutually desire to be subject to the provisions of V.T.C.A. Government Code §791.001, et. seq., the Interlocal Cooperation Act, and other applicable sections, statutes and contracts pursuant thereto;

NOW THEREFORE, for mutual consideration hereinafter stated, Plano and Sachse agree as follows:

**Article I
Term and Termination**

1.1 This Agreement shall be week-to-week and commence on or after Monday, January 11, 2016, and shall automatically renew each week unless terminated sooner by any one or more of the following terms:

- (a) This Agreement may be terminated by either Party for any reason or no reason by giving at least fourteen (14) days written notice to the other Party.
- (b) Sachse may terminate this Agreement immediately and without notice upon the conviction of Chief Wade in any felony, or of any misdemeanor involving theft, or the failure of Chief Wade to diligently or properly perform Chief Wade’s duties under this Agreement.

Article II Operating Standards

Chief Wade shall determine the method, details, and means of performing Interim Fire Chief services under this Agreement to the satisfaction of Sachse and under Sachse's direct oversight. Plano and Sachse mutually agree to fully adhere to all ethical and other operating standards, practices, and policies of Sachse, as defined from time to time by Sachse.

Article III Compensation for Services

3.1 Sachse shall compensate Plano under this Agreement at a rate of \$84.30 per hour for hours worked by Chief Wade. Chief Wade shall continue to draw the current salary being received by Plano. Chief Wade shall not be on paid leave from Plano during this assignment, nor will this assignment create a vacancy at the Plano Fire Department. Chief Wade will typically work five (5) days per week, forty (40) hours per week, unless otherwise authorized by Sachse. Any hours worked in excess of forty (40) hours per week, shall be paid at the standard contract rate of \$84.30 per hour. Plano is only paid for hours worked by Chief Wade and is not paid for Chief Wade's commute time, holidays, or any type of leave (vacation, sick, personal, etc.) that Chief Wade may take.

3.2 Chief Wade shall submit a weekly timesheet to Sachse for verification and approval of the total hours worked. Chief Wade shall then forward the approved time sheet to the Plano accounting department (c/o Crystal Swiere at crystals@plano.gov) in order for Plano to generate an invoice and send to Sachse's accounting department (c/o Teresa Savage @ tsavage@cityofsachse.com) for payment. The timesheet must be submitted Chief Wade for approval by Sachse no later than Monday each week for hours worked from the preceding week. Sachse shall pay Plano within fourteen (14) days receiving Plano's invoice.

Article IV Contractual Relationship Only

In performing services under this Agreement, Plano and/or Chief Wade shall not be considered an employee, agent, or servant of Sachse, and Sachse shall have no obligation to withhold federal income taxes, FICA taxes, or otherwise. Plano and Chief Wade will be solely responsible for compliance with any tax requirements, including without limitation, federal income tax and FICA taxes. None of the benefits provided by Sachse to full-time employees shall be made available to Plano or Chief Wade under this Agreement. Sachse and Plano acknowledge and agree that each will solely be responsible for its actions and those acts of its employees, including acts of omission, taken in connection with the performance of this Agreement. Neither Party shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other Party. Neither Plano nor Chief Wade shall have any right to obligate Sachse to make any payments or provide any consideration to any person or organization.

**Article V
Compliance with Law**

Plano and Chief Wade shall abide by and comply with all laws, federal, state and local, including all ordinances, rules and regulations of Sachse. It is agreed and understood that, if Sachse calls to the attention of Plano and Chief Wade any such violation on the part of Plano and/or Chief Wade that Plano and/or Chief Wade shall immediately desist from and correct such violation.

**Article VI
Non-Discrimination**

In the execution, performance, or attempted performance of this Agreement, Plano and Chief Wade will not discriminate against any person or persons because of disability, age, familial status, sex, race, religion, color, national origin, or sexual orientation.

**Article VII
Governing Law and Venue**

This Agreement shall be construed in accordance with the laws of the State of Texas. Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, or attempted performance of this Agreement, venue for said action shall lie in Collin County, Texas.

**Article VIII
Disclosure of Conflicts**

8.1 Plano hereby warrants to Sachse that Plano has made full disclosure in writing of any existing or potential conflicts of interest related to Chief Wade's provision of the services. In the event that any conflicts of interest arise after the execution of this Agreement, Plano hereby agrees to make full disclosure to Sachse in writing immediately upon learning of such conflict.

8.2 Chief Wade shall not accept other employment or consulting work during the term of this Agreement without prior written consent of Sachse:

**Article IX
Indemnification**

9.1 **EACH PARTY DOES HEREBY AGREE TO WAIVE ALL CLAIMS AGAINST, RELEASE, AND 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 OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS.

9.2 TO THE EXTENT ALLOWED BY LAW, SACHSE DOES HEREBY AGREE TO DEFEND, HOLD HARMLESS, AND INDEMNIFY THE DESIGNATED INTERIM FIRE CHIEF, PLANO, AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL DEMANDS, CLAIMS, SUITS, ACTIONS, JUDGMENTS, EXPENSES, AND ATTORNEYS' FEES INCURRED IN ANY LEGAL PROCEEDINGS BROUGHT AGAINST THEM AS A RESULT OF ACTION TAKEN IN THE INTERIM'S INDIVIDUAL OR OFFICIAL CAPACITY AS A CONTRACTOR AND AS INTERIM FIRE CHIEF, PROVIDING THE INCIDENT(S), WHICH IS (ARE) THE BASIS OF ANY SUCH DEMAND, CLAIM, SUIT, ACTION, JUDGMENTS, EXPENSES, AND ATTORNEYS' FEES, AROSE OR DOES ARISE IN THE FUTURE FROM AN ACT OR OMISSION OF THE INTERIM FIRE CHIEF AS A CONTRACTOR OF SACHSE ACTING WITHIN THE COURSE AND SCOPE OF THE INTERIM FIRE CHIEF'S ASSIGNMENT WITH SACHSE, EXCLUDING, HOWEVER, ANY SUCH DEMAND, CLAIM, SUIT, ACTION, JUDGMENT, EXPENSE, AND ATTORNEYS' FEES FOR THOSE CLAIMS OR ANY CAUSES OF ACTION WHERE IT IS DETERMINED THAT THE INTERIM FIRE CHIEF COMMITTED OFFICIAL MISCONDUCT, OR COMMITTED A WILLFUL OR WRONGFUL ACT OR OMISSION, OR AN ACT OR OMISSION CONSTITUTING NEGLIGENCE, OR ACTED IN BAD FAITH. IN THE CASE OF SUCH INDEMNIFIED DEMAND, CLAIM, SUIT, ACTION, OR JUDGMENT, THE SELECTION OF THE INTERIM FIRE CHIEF'S LEGAL COUNSEL SHALL BE WITH THE MUTUAL AGREEMENT OF THE INTERIM FIRE CHIEF AND SACHSE IF SUCH LEGAL COUNSEL IS NOT ALSO SACHSE'S LEGAL COUNSEL. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION, EXPIRATION, OR OTHER END OF THIS AGREEMENT AND/OR THE INTERIM FIRE CHIEF'S ASSIGNMENT WITH SACHSE.

**Article X
Entire Agreement**

This Agreement represents the full and complete agreement between Sachse and Plano and supersedes all prior written or verbal agreements. This Agreement may be modified or amended only by a written instrument signed by the Parties.

**Article XI
Notice**

Any notice provided under this Agreement shall be delivered by mail or personal service to the Parties named below:

PLANO

Bruce D. Glasscock
City Manager
City of Plano
P. O. Box 860358
Plano, Texas 75086-0358

SACHSE

Gina Nash
City Manager
City of Sachse
3815 Sachse Road
Sachse, Texas 75048

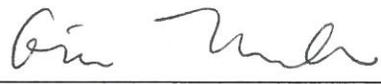
**Article XII
Authority to Sign/City Council Authorization**

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.

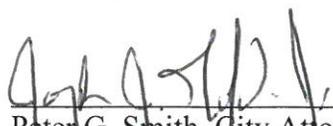
(Signature Pages to Follow)

EXECUTED in duplicate originals this 0th day of January, 2016.

City of Sachse

By: 
Gina Nash, City Manager

Approved as to Form:

By: 
for Peter G. Smith, City Attorney
(01-06-2016/74933)

ACKNOWLEDGMENT

STATE OF TEXAS §
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COUNTY OF DALLAS §

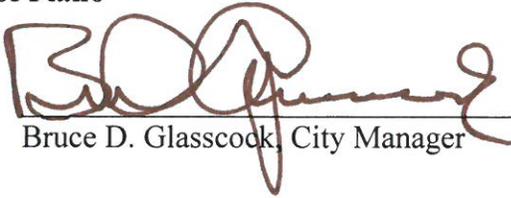
This instrument was acknowledged before me on the 8 day of January, 2016, by Gina Nash, City Manager of the City of Sachse, Texas, a home-rule municipal corporation, on behalf of said corporation.



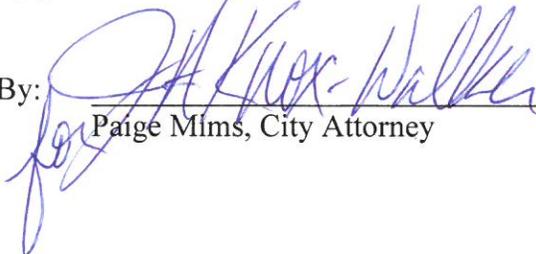

Notary Public, State of Texas

EXECUTED in duplicate originals this 8th day of January, 2016.

City of Plano

By: 
Bruce D. Glasscock, City Manager

Approved as to Form:

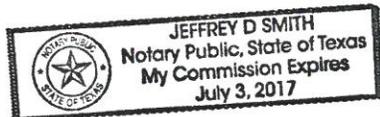
By: 
Paige Mims, City Attorney

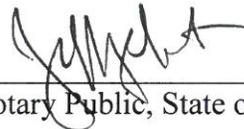
STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on the 8th day of January, 2016, by Bruce D. Glasscock, City Manager of the City of Plano, Texas, a home-rule municipal corporation, on behalf of said corporation.




Notary Public, State of Texas