



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:		07/25/2016		
Department:		Police		
Department Head		Greg Rushin		
Agenda Coordinator (include phone #): Monica Martinez x 7122				
CAPTION				
A Resolution of the City of Plano, Texas, ratifying the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the City of Amarillo, Texas, for Interim Police 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:	2015-16	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
FUND(s): GENERAL FUND				
<p>COMMENTS: Approval of this interlocal agreement providing Interim Police Chief services to the City of Amarillo, Texas, provides for reimbursement from the City of Amarillo at \$3,480, on a weekly basis, while the City of Amarillo conducts a search for a full-time Police Chief.</p> <p>STRATEGIC PLAN GOAL: Utilizing interlocal agreements relates to the City's goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>The City of Amarillo desires to have an Interim Police Chief while it conducts a search to hire a full-time Police Chief and has requested the City of Plano allow Assistant Chief Ed Drain to serve as Interim Police Chief for the City of Amarillo in return for reimbursement for services rendered. This Agreement shall be week-to-week and commence on or after June 20, 2016, and shall automatically renew each week unless terminated sooner.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution and Exhibit "A"				

A Resolution of the City of Plano, Texas, ratifying the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the City of Amarillo, Texas, for Interim Police 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 Police Chief services by and between the City of Plano, Texas and the City of Amarillo, 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:

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 July, 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 AMARILLO, TEXAS
FOR INTERIM POLICE 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 and Denton Counties, Texas (hereinafter referred to as “Plano”) and the City of Amarillo, Texas, a home-rule municipal corporation located in Potter and Randall Counties, Texas (hereinafter referred to as “Amarillo”)

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 Amarillo 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, Amarillo’s Police Chief, Robert Taylor, is retiring June 30, 2016. Amarillo desires to have an Interim Police Chief while it conducts a search to hire a full-time Police Chief and has requested Plano to allow Assistant Chief Ed Drain (hereinafter referred to as “Chief Drain”) to serve as Interim Police Chief for the City of Amarillo in return for compensation for services rendered; and

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

WHEREAS, Plano and Amarillo 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 Amarillo agree as follows:

**I.
TERM AND TERMINATION**

This Agreement shall be week-to-week and commence on or after June 20, 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. Amarillo may terminate this Agreement immediately and without notice upon the conviction of Chief Drain in any felony, or of any misdemeanor involving theft, or the failure of Chief Drain to diligently or properly perform Chief Drain’s duties under this Agreement.

II. OPERATING STANDARDS

Chief Drain will determine the method, details, and means of performing Interim Police Chief Services under this Agreement to the satisfaction of Amarillo and under Amarillo's direct oversight. Plano and Amarillo mutually agree to fully adhere to all ethical and other operating standards, practices, and policies of Amarillo, as defined from time to time by Amarillo.

III. COMPENSATION FOR SERVICES

Amarillo shall compensate Plano under this Agreement at a rate of \$87.00 per hour for hours worked by Chief Drain. Chief Drain will continue to draw the current salary being received by Plano. Chief Drain will not be on paid leave from Plano during this assignment, nor will this assignment create a vacancy at the Plano Police Department. Chief Drain will typically work five (5) days per week, forty (40) hours per week, unless otherwise authorized by Amarillo. Any hours worked in excess of forty (40) hours per week, will be paid at the standard contract rate of \$87.00 per hour. Plano is only paid for hours worked by Chief Drain and is not paid for Chief Drain's commute time, holidays, or any type of leave (vacation, sick, personal, etc.) that Chief Drain may take.

Chief Drain will submit a weekly time sheet to Amarillo for payment of services performed for Amarillo. The time sheet must be submitted no later than Monday each week for hours worked the preceding week. Amarillo will pay Plano within fourteen (14) days of each submittal by Chief Drain.

IV. CONTRACTUAL RELATIONSHIP ONLY

In performing services under this Agreement, Plano and/or Chief Drain will not be considered employee, agent, or servant of Amarillo, and Amarillo shall have no obligation to withhold federal income taxes, FICA taxes, or otherwise. Plano and Chief Drain 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 Amarillo to full-time employees shall be made available to Plano or Chief Drain under this Agreement. Amarillo 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 Drain shall have any right to obligate Amarillo to make any payments or provide any consideration to any person or organization.

**V.
COMPLIANCE WITH LAW**

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

**VI.
NON-DISCRIMINATION**

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

**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.

**VIII.
DISCLOSURE OF CONFLICTS**

Plano hereby warrants to Amarillo that Plano has made full disclosure in writing of any existing or potential conflicts of interest related to Chief Drain'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 Amarillo in writing immediately upon learning of such conflict.

Chief Drain will not accept other employment or consulting work during the term of this Agreement without prior written consent of Amarillo.

**IX.
INDEMNIFICATION**

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

of, damage to, or loss of use of any property arising out of or in connection with this contract.

To the extent allowed by law, Amarillo does hereby agree to defend, hold harmless, and indemnify the designated Interim Police 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 Police Chief, providing the incident(s), which is (are) the basis of any such demand, claim, suit, actions, judgments, expenses, and attorneys' fees, arose or does arise in the future from an act or omission of the Interim Police Chief as a contractor of Amarillo acting within the course and scope of the Interim Police Chief's assignment with Amarillo, 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 Police 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 Police Chief's legal counsel shall be with the mutual agreement of the Interim Police Chief and Amarillo if such legal counsel is not also Amarillo's legal counsel. The provisions of this paragraph shall survive the termination, expiration, or other end of this Agreement and/or the Interim Police Chief's assignment with Amarillo.

**X.
NO THIRD PARTY BENEFICIARIES; NO JOINT VENTURE**

This Agreement has no third-party beneficiaries. This Agreement shall not be deemed to create, and does not create, a joint venture.

**XI.
ENTIRE AGREEMENT**

This Agreement represents the full and complete agreement between Amarillo 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.

**XII.
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

AMARILLO
Terry L. Childers
Interim City Manager
City of Amarillo

P. O. Box 860358
Plano, Texas 75086-0358

509 E. 7TH Room 301
Amarillo, Texas 79105

XIII.
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. Amarillo has executed this Agreement pursuant to the authority granted by its Home Rule Charter and City Council. 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 28 day of June, 2016.

CITY OF AMARILLO, TEXAS

BY: 
Terry L. Childers
INTERIM CITY MANAGER

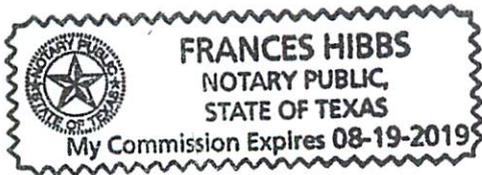
APPROVED AS TO FORM:


William M. McKamie
CITY ATTORNEY

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF POTTER §

This instrument was acknowledged before me on the 28 day of June, 2016 by **TERRY L. CHILDERS**, Interim City Manager of the **CITY OF AMARILLO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.




Notary Public, State of Texas

EXECUTED in duplicate originals this ____ day of June, 2016.

CITY OF PLANO, TEXAS

BY: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Paige Mims
CITY ATTORNEY

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of June, 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