



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:		09/26/16			
Department:		Public Safety Communications			
Department Head		Susan Carr			
Agenda Coordinator (include phone #): Pam Philley x7966					
CAPTION					
<p>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 North Texas Emergency Communications Center, Inc., for Interim Executive Director services; approving its execution by the City Manager or his designee; and providing an effective date.</p>					
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 thru 2016-17	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	4,752	18,177	22,929
BALANCE		0	4,752	18,177	22,929
FUND(S): GENERAL FUND					
<p>COMMENTS: Approval of this interlocal agreement providing Interim Executive Director services to the North Texas Emergency Communications Center, Inc. (NTECC) provides for reimbursement from NTECC for the projected amount of \$22,929 to cover an amount equal to employee's regularly-scheduled pay as a City of Plano employee.</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>NTECC desires to have an Interim Executive Director while it conducts a search to hire a full-time Executive Director and has requested that the City of Plano allow Mark Theurer to serve as Interim Executive Director for NTECC in return for reimbursement for services rendered. This Agreement shall be week-to-week and commence on or after September 12, 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 North Texas Emergency Communications Center, Inc., for Interim Executive Director 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 Executive Director services by and between the City of Plano, Texas and the North Texas Emergency Communications Center, Inc., 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 26th day of September, 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 NORTH TEXAS EMERGENCY
COMMUNICATIONS CENTER, INC.
FOR INTERIM EXECUTIVE DIRECTOR**

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 North Texas Emergency Communications Center, Inc., a Texas local government corporation located in Dallas and Denton Counties, Texas (hereinafter referred to as "NTECC")

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, NTECC was created by the cities of Addison, Carrollton, Coppell, and Farmers Branch to own and operate on half of its owner cities a consolidated public safety dispatch and communications center; and

WHEREAS, Plano and NTECC 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, NTECC needs an Interim Executive Director and has requested Plano to allow Administrative Manager Mark Theurer (hereinafter referred to as "Mark Theurer") to serve as Interim Executive Director for NTECC in return for compensation for services rendered; and

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

WHEREAS, Plano and NTECC 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 NTECC agree as follows:

**I.
TERM AND TERMINATION**

This Agreement shall be week-to-week commencing September 12, 2016, and shall automatically renew each week unless terminated sooner pursuant to 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. NTECC may terminate this Agreement immediately and without notice upon the conviction of Mark Theurer in any felony, or of any misdemeanor involving theft, or the failure of Mark Theurer to diligently or properly perform Mark Theurer's duties under this Agreement.

II. OPERATING STANDARDS

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

III. COMPENSATION FOR SERVICES

Beginning September 12, 2016 through October 2, 2016, NTECC shall compensate Plano under this Agreement at a rate of \$56.57 per hour for hours worked by Mark Theurer for NTECC. Beginning October 3, 2016 through October 16, 2016, NTECC shall compensate Plano under this Agreement at a rate of \$58.05 per hour for hours worked by Mark Theurer for NTECC. Beginning October 17, 2016, NTECC shall compensate Plano under this Agreement at a rate of \$59.23 per hour for hours worked by Mark Theurer for NTECC. Mark Theurer will continue to draw the current salary being received by Plano. Mark Theurer will not be on paid leave from Plano during this assignment, nor will this assignment create a vacancy at the Plano Public Safety Communications. Mark Theurer will typically work three and one-half (3½) days per week, twenty-eight (28) hours per week, unless otherwise authorized by NTECC. Any hours worked in excess of forty (40) hours per week, will be paid at the standard contract per hour rate based on the respective effective dates and rates specified above. Plano is only paid for hours worked by Mark Theurer and is not paid for Mark Theurer's commute time, holidays, or any type of leave (vacation, sick, personal, etc.) that Mark Theurer may take.

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

IV. CONTRACTUAL RELATIONSHIP ONLY

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

**V.
COMPLIANCE WITH LAW**

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

**VI.
NON-DISCRIMINATION**

In the execution, performance, or attempted performance of this Agreement, Plano and Mark Theurer 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 NTECC that Plano has made full disclosure in writing of any existing or potential conflicts of interest related to Mark Theurer'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 NTECC in writing immediately upon learning of such conflict.

Mark Theurer will not accept other employment or consulting work during the term of this Agreement without prior written consent of NTECC:

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, NTECC does hereby agree to defend, hold harmless, and indemnify the designated Interim Executive Director, 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 Executive Director, 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 Executive Director as a contractor of NTECC acting within the course and scope of the Interim Executive Director's assignment with NTECC, 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 Executive Director 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 Executive Director's legal counsel shall be with the mutual agreement of the Interim Executive Director and NTECC if such legal counsel is not also NTECC's legal counsel. The provisions of this paragraph shall survive the termination, expiration, or other end of this Agreement and/or the Interim Executive Director's assignment with NTECC.

Notwithstanding anything herein to the contrary, neither party has waived or intends to waive any defense or immunity, including sovereign immunity, which is or may be available to such party in defense of any demand, claim, suit, actions, and/or judgments against such party.

X.
ENTIRE AGREEMENT

This Agreement represents the full and complete agreement between NTECC 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.

**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

NTECC

Clay Phillips, President
NTECC
1649 W. Frankford Rd., Suite 150
Carrollton, Texas 75007

With Copy to:

Kevin B. Laughlin
Nichols, Jackson, Dillard, Hager &
Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

**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. NTECC 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.

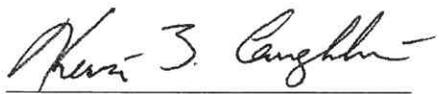
Signatures on Following Pages

Signed and Agreed this 9 day of September 2016.

**NORTH TEXAS EMERGENCY
COMMUNICATIONS CENTER, INC.**

BY: 
Clay Phillips, President

APPROVED AS TO FORM:


Kevin B. Laughlin, GENERAL COUNSEL

Signed and Agreed this ___ day of _____, 2016.

CITY OF PLANO, TEXAS

BY: _____
Bruce D. Glasscock
CITY MANAGER

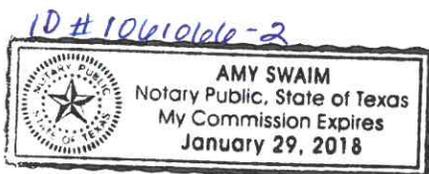
APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 9 day of September, 2016 by **CLAY PHILLIPS**, President of the **NORTH TEXAS EMERGENCY COMMUNICATIONS CENTER, INC.**, a Texas local government corporation, on behalf of said corporation.



Amy Swaim
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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