

TOM GREEN COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

DATE OF SUBMISSION: November 9, 2016

SUBMITTED BY: **Dale Pearce**

SUPPORTING INFORMATION:

Already Submitted to Individual Commissioners' Court Members
 Original Submitted to Judge. Judge's Office to make copies for Commissioners.

REQUEST PLACING THIS ITEM ON 11 / 15 /2016 AGENDA

ITEM REQUESTED IS: [XXXX] FOR ACTION/CONSIDERATION [] DISCUSSION/REPORT ONLY
[] FOR CONSENT AGENDA [] PUBLIC WORKSHOP
[] FOR EXECUTIVE SESSION [] ANNOUNCEMENT

ITEM: (Please state how the item should appear on the agenda.)

Memorandum of Understanding between Tom Green County Sheriff's Office and George "Chris" Campbell.

BACKGROUND INFORMATION: (Details of request)

Consider accepting a Memorandum of Understanding between Tom Green County Sheriff's Office and George "Chris" Campbell, for services by Chris Campbell and his explosives K9 and drug K9 with the TGCSO.

OPTIONS/ACTION PROPOSED:

**WILL A BUDGET AMENDMENT [funds from another department or county reserve fund] or
LINE ITEM TRANSFER [funds from another line item within your department] BE NECESSARY?
If so, please specify which transaction will be necessary and state the amount needed.
Please attach completed Budget Amendment or Line Item Transfer to the back of this document.**

WAS THERE ANY PREVIOUS COURT ACTION REGARDING THIS ITEM?

If yes, Date of Action: ANY ATTACHMENTS THEN?

ITEM RECEIVED BY: _____ TITLE _____

DATE: _____ TIME: _____

Note: This form is required for agenda requests. Forms should be returned to the Office of the County Judge (122 W. Harris, San Angelo, TX 76903-5877) accompanied by any backup materials or attachments concerning the item for inclusion on the agenda. Agenda Items MUST be submitted no later than 4 PM, on the 1ST and 3RD MONDAYS for inclusion on the next meetings agenda. Commissioners' Court meets in Regular Session on the 2nd and 4th Tuesday of each month at 8:30 a. m. in Commissioners' Court Room, (2nd Floor, 113 W. Beauregard, San Angelo, TX 76903-5887).

Memorandum of Understanding

This Memorandum of Understanding, hereinafter referred to as Agreement, is made by and between the Tom Green County Sheriff Office, hereinafter referred to as TGCSO, and George "Chris" Campbell, hereinafter referred to as Chris Campbell, for volunteer services by Chris Campbell and his explosives K9 and drug K9 with the TGCSO.

IN CONSIDERATION OF THE MUTUAL PROMISES AND BENEFITS SET FORTH BELOW, THE PARTIES AGREE AS FOLLOWS:

Term of Agreement

The term of this Agreement shall be from 11/15/2016 to 12/31/2020. The term can be extended only by agreement of all of the Parties.

Obligations of the Parties

Services to be provided by TGCSO:

1. The TGCSO will allow Chris Campbell and his explosives K9 and drug K9 to volunteer for the TGCSO.

2. Services to be rendered by Chris Campbell include:

a. Chris Campbell will provide the TGCSO with explosives K9 and drug K9 services for the term of this Agreement. This will include emergency and nonemergency calls for assistance. Because of Chris Campbell's medical conditions, certain conditions could limit the amount of time he can be engaged in operations with the explosives K9 and drug K9 .

b. Chris Campbell will remain available for call out 24/7 and will respond within 30 minutes of any request. Should Chris Campbell be out of service, he is required to notify the TGCSO of dates and times he will not be available for service.

c. This service is provided on a 100% volunteer basis. Under no time is the TGCSO obligated to cover any expenses. Under no condition will the TGCSO be responsible for providing training for Chris Campbell or the explosives K9 and drug K9 or any additional equipment needed such as two way radio, uniforms, personal protection equipment, or K9 equipment.

d. Chris Campbell will continue to provide refresher training on a weekly basis for the explosives K9 and drug K9 at his own expense. All training will be documented and available immediately upon request. All training materials are to

be stored, maintained, and tracked by Chris Campbell with no exceptions. Chris Campbell will provide needed materials at his own expense and all materials will meet legal guidelines and standards.

d. Under no time will Chris Campbell handle any type of narcotics, explosives or devices that are found. He will immediately mark the area with a marker and area will be turned over to the senior law enforcement official on scene.

e. Chris Campbell will be under the supervision of the Sheriff, the Chief, or a Deputy of the TGCSO at all times.

Resources

Chris Campbell will be on a strictly volunteer basis and the TGCSO will not provide any benefit to Chris Campbell, financial or otherwise, for his volunteer work under this Agreement.

Liability

No liability will arise or be assumed between the Parties as a result of this Agreement. Chris Campbell and the explosives K9 and drug K9 are volunteering at their own risk. Chris Campbell will be 100% responsible for any and all damage which occurs to the explosives K9 and drug K9 and/or himself. Tom Green County will in no way be responsible or held liable for such damage.

Termination

This Agreement may be terminated at any time by mutual agreement of the Parties.

Execution

If the governing body of a Party is required to approve this Agreement, it shall not become effective until approved by the governing body of that Party. In that event, this Agreement shall be executed by the duly authorized official(s) of the Party.

Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement, which is not contained herein, shall be valid or binding.

Severability

In the event that any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions herein, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Amendment

This Agreement may only be amended by the approval of the Commissioners Court of Tom Green County in a writing signed by a duly authorized representative of County and attached to and incorporated into this Agreement.

Assignment

Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Force Majeure

In the event that either Party shall be prevented from performing its duties under this Agreement by an act of nature, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond the control of the Parties hereto, it shall not be considered a breach of this Agreement.

Applicable Law

This Agreement is not intended to create any legal rights enforceable by any third Party against either Party, nor is it intended to waive any rights or defenses available to any Party. Nothing herein contained shall be deemed to constitute a waiver by Tom Green County and/or the TGCSO of the immunities afforded them under state law. Venue for any proceeding brought pursuant to this Agreement shall be in Tom Green County, Texas.

Captions

The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the expressed provisions of this Agreement.

Notice

Any notice to be given hereunder by either Party to the other shall be in writing and sent by First Class U.S. Mail, registered or certified, return receipt requested as follows:

To Tom Green County/TGCSO:

Name: Honorable Steve Floyd
Title: County Judge
Address: 122 West Harris
San Angelo, Texas 76903
Telephone No.: 325/653-3318
Facsimile No.: 325/659-3258

Chris Campbell:

Name: Chris Campbell
Address: 5809 Barrington Court
San Angelo, Texas 76903
Telephone No.: 325/650-9241

Execution

EXECUTED in duplicate originals by Tom Green County on this the 15th day of November, 2016.

Ralph Hoelscher
By County Judge Pro-Tem

George "Chris" Campbell
George "Chris" Campbell

