

RESOLUTION NO. 18-2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, APPROVING AND RATIFYING AN AMENDMENT AND EXTENSION OF THE EXISTING MEET AND CONFER AGREEMENT BETWEEN THE CITY OF MESQUITE, TEXAS (“CITY”), AND THE MESQUITE POLICE ASSOCIATION (“ASSOCIATION”); AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT AND EXTENSION OF SECOND AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE ASSOCIATION AND AUTHORIZING THE CITY MANAGER, OR THE CITY MANAGER’S DESIGNEE, TO TAKE ALL ACTIONS NECESSARY OR REQUESTED TO CARRY OUT THE TERMS AND PROVISIONS OF THE AMENDMENT AND EXTENSION OF SECOND AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE ASSOCIATION.

WHEREAS, the City of Mesquite, Texas (“City”), and the Mesquite Police Association (the “Association”) have entered into a meet and confer agreement as more fully set forth in that certain Second Amended and Restated Memorandum of Understanding between the City and the Association executed by the Association on or about July 18, 2016, and executed by the City on or about July 19, 2016 (the “July 2016 Meet and Confer Agreement”); and

WHEREAS, the July 2016 Meet and Confer Agreement has been amended by that certain Amendment to Second Amended and Restated Memorandum of Understanding between the City and the Association executed by the Association and the City on or about December 22, 2016 (the “December 2016 Amendment”); and

WHEREAS, the July 2016 Meet and Confer Agreement, as amended by the December 2016 Amendment, currently expires on April 30, 2017; and

WHEREAS, the City and the Association desire to amend and extend the term of the existing meet and confer agreement between the City and the Association through and including August 31, 2017; and

WHEREAS, the City and the Association desire to amend and extend the July 2016 Meet and Confer Agreement and the December 2016 Amendment as more fully set forth in the Amendment and Extension of Second Amended and Restated Memorandum of Understanding between the City and the Association attached hereto as Exhibit “A” and made a part hereof for all purposes (hereinafter the “Extension Agreement”); and

WHEREAS, pursuant to Subchapter B of Chapter 142 of the Texas Local Government Code, to be enforceable and binding, the governing body of the City must ratify the Extension Agreement by majority vote and the Association must ratify the Extension Agreement by conducting a secret ballot election at which a majority of the police officers who would be covered by the Extension Agreement favor ratifying the Extension Agreement; and

WHEREAS, the Association has ratified the Extension Agreement by conducting a secret ballot election at which a majority of sworn police officers of the Mesquite Police Department who would be covered by the Extension Agreement voted in favor of ratifying the Extension Agreement; and


WHEREAS, the City Council desires to: (i) approve and ratify the Extension Agreement, (ii) authorize the City Manager to execute the Extension Agreement; and (iii) authorize the City Manager, or the City Manager's designee, to take all actions necessary or requested to carry out the terms and provisions of the Extension Agreement.

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

SECTION 1. That the City Council hereby approves and ratifies the Extension Agreement, a true and correct copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes.

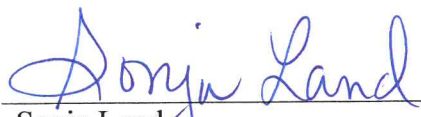
SECTION 2. That the City Manager is hereby authorized to execute the Extension Agreement and the City Manager, or the City Manager's designee, is hereby authorized to take all actions necessary or requested to carry out the terms and provisions of the Extension Agreement.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 17th day of April, 2017.



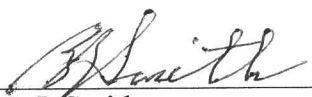
Stan Pickett
Mayor

ATTEST:



Sonja Land
City Secretary

APPROVED:



B. J. Smith
City Attorney

**AMENDMENT AND EXTENSION OF
SECOND AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF MESQUITE, TEXAS
AND
MESQUITE POLICE ASSOCIATION**

This Amendment and Extension of Second Amended and Restated Memorandum of Understanding Between City of Mesquite, Texas and Mesquite Police Association (this "Extension Agreement") is made and entered into by and between the City of Mesquite, a Texas home rule municipality ("City") and the Mesquite Police Association (the "Association"). The City and the Association are hereinafter sometimes individually referred to as "Party" and sometimes collectively referred to as the "Parties".

A. WHEREAS, the City and the Association have entered into a meet and confer agreement as more fully set forth in that certain Second Amended and Restated Memorandum of Understanding between the City and the Association executed by the Association on or about July 18, 2016 and executed by the City on or about July 19, 2016 (the "July 2016 Meet and Confer Agreement"); and

B. WHEREAS, the July 2016 Meet and Confer Agreement has been amended by that certain Amendment to Second Amended and Restated Memorandum of Understanding between the City and the Association executed by the Association and the City on or about December 22, 2016 (the "December 2016 Amendment"); and

C. WHEREAS, the July 2016 Meet and Confer Agreement, as amended by the December 2016 Amendment, currently expires on April 30, 2017; and

D. WHEREAS, the City and the Association desire to amend and extend the term of the July 2016 Meet and Confer Agreement and the December 2016 Amendment for a period of one hundred and twenty three (123) calendar days from the current expiration date; and

E. WHEREAS, all capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the July 2016 Meet and Confer Agreement and the December 2016 Amendment.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), the promises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the City and the Association hereby covenant and agree as follows:

1. All terms, provisions, covenants, conditions and agreements in the July 2016 Meet and Confer Agreement and the December 2016 Amendment shall remain in full force and effect through and including the 31st day of August, 2017.

2. The references to the date "April 30, 2017" in the fifth and sixth Paragraphs of the Preamble on Page 4 of the July 2016 Meet and Confer Agreement are amended and replaced with the date "August 31, 2017" and accordingly, such paragraphs are hereby amended to read as follows:

“WHEREAS, the City and the Association desire to extend the term of the Original Meet and Confer Agreement through August 31, 2017, as more fully set forth herein.”

“NOW, THEREFORE, for and in consideration of the promises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the City and the Association hereby agree to the terms and provisions set forth herein and agree that the Original Meet and Confer Agreement shall be extended through August 31, 2017, amended as set forth herein and restated in its entirety as follows:”

3. The definition of “Agreement” in the July 2016 Meet and Confer Agreement shall be amended to specifically include the December 2016 Amendment and this Extension Agreement and accordingly, Article 1, Paragraph 1 on Page 5 of the July 2016 Meet and Confer Agreement is hereby amended by adding the following at the end of the definition:

“including, without limitation, that certain Amendment to Second Amended and Restated Memorandum of Understanding between the City and the Association executed by the City and the Association on December 22, 2016 (the “December 2016 Amendment”) and that certain Amendment and Extension of Second Amended and Restated Meet and Confer Agreement executed by the City and the Association extending the term of this Second Amended and Restated Meet and Confer Agreement, as amended by the December 2016 Amendment, through August 31, 2017.”

4. The City and the Association agree to extend the term of the July 2016 Meet and Confer Agreement and the December 2016 Amendment for a period of one hundred and twenty three (123) calendar days from the current expiration date and accordingly, Article 10, Section 3 on Page 15 of the July 2016 Meet and Confer Agreement is hereby amended to read as follows, to-wit:

“This Agreement shall be effective as of the 1st day of October, 2010. This Agreement shall remain in effect through the 31st day of August, 2017.”

5. The City and the Association expressly acknowledge and agree that both the City and the Association have had the opportunity to consider, discuss and deliberate the provisions contained in this Extension Agreement and that the July 2016 Meet and Confer Agreement, the December 2016 Amendment, and this Extension Agreement, constitute a negotiated meet and confer agreement between the City and the Association. This Extension Agreement modifies the July 2016 Meet and Confer Agreement and the December 2016 Amendment in no other manner except as expressly set forth herein. In the event there is any conflict between this Extension Agreement and the July 2016 Meet and Confer Agreement or the December 2016 Amendment, the terms and provisions of this Extension Agreement shall control.

6. Each Party represents and warrants to the other Party that it has the power and authority to enter into and to fulfill its obligations under this Extension Agreement, that the persons executing this Extension Agreement on behalf of such Party have the authority to bind such Party and that all formal requirements necessary to authorize such Party to enter into this Extension Agreement have been fully complied with including, without limitation, that this Extension Agreement has been duly ratified by such Party in accordance with Chapter 142 of the Texas Local Government Code.

7. The provisions of this Extension Agreement are severable and, if any provision of this Extension Agreement should be declared invalid, illegal or unenforceable by the final judgment or decree of any court of competent jurisdiction, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of any of the remaining provisions of this Extension Agreement and such remaining provisions shall remain in full force and effect and shall be construed and enforced as if the illegal, invalid or unenforceable provision had never been included in this Extension Agreement.

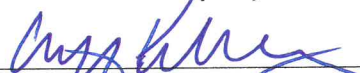
8. This Extension Agreement may be executed in any number of original, facsimile, digital or electronically-scanned counterparts, each of which shall be considered an original and all of which shall be considered one and the same instrument.

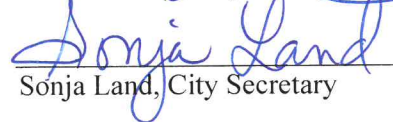
9. This Extension Agreement constitutes the entire agreement of the Parties hereto with respect to the matters set forth herein. There are no oral agreements between the City and the Association. This Extension Agreement shall inure to the benefit of, and is binding upon, the Parties hereto and their respective successors and assigns.

10. This Extension Agreement shall be effective only upon execution by both the City and the Association. The effective date of this Extension Agreement shall be the later of the dates set forth below.

IN WITNESS WHEREOF, the City and the Association have executed this Extension Agreement on the dates more fully set forth below.


CITY OF MESQUITE,
a Texas home rule municipality

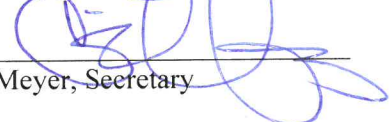
By: 
Cliff Keheley, City Manager

By: 
Sonja Land, City Secretary

Executed the 20th day of April, 2017

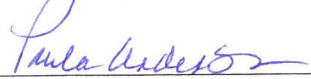
MESQUITE POLICE ASSOCIATION

By: 
Bruce Sales, President

By: 
Cindy Meyer, Secretary

Executed the 18th day of April, 2017

APPROVED AS TO FORM:


City Attorney or his designee