

2004-01

AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS AGREEMENT made and entered into by and between the CITY OF LA PORTE, a municipal corporation, of Harris County, Texas, hereinafter referred to as "LA PORTE"; and the CITY OF SHOREACRES, a municipal corporation of Harris County, Texas, hereinafter referred to as "CITY",

W I T N E S S E T H:

WHEREAS, CITY is in need of certain governmental services for the benefit of the people and property within its city limits, and

WHEREAS, LA PORTE is able and willing to provide said governmental services to CITY, upon the terms, conditions, and covenants herein contained:

NOW, THEREFORE, pursuant to the authority granted by Chapter 791, "Interlocal Cooperation Contracts", Texas Government Code, and in consideration of the mutual covenants, agreements, and benefits to both cities, it is hereby agreed as follows:

A. GENERAL PROVISIONS

I.

For and during the term beginning on the 1st day of January, 2004, and ending on the 30th day of September, 2008, LA PORTE agrees to furnish to CITY, the governmental services hereinafter more specifically described. This agreement supersedes any prior agreement between the parties on the subject matter hereof. This agreement shall remain in effect after September 30, 2008, until cancelled by either party hereto giving ninety (90) days written notice to the other party.

II.

For and in consideration of the governmental services to be provided by LA PORTE to CITY, CITY agrees to pay LA PORTE, as follows, to-wit:

Monthly charge as follows:

Fire Protection: \$ 8,997.00

ANNUAL COST OF CONTRACT ADJUSTMENT -- Beginning October 1, 2004, and on October 1st of each subsequent year thereafter, there shall be a cost of contract adjustment of the rates. The computation of rates for the initial contract year, is shown as "Actual" on the spreadsheet attached hereto as Exhibit "A", and incorporated by reference herein. The allocation of cost is shown on the spreadsheet attached hereto as Exhibit "B", and incorporated by reference herein. Harris County Appraisal District values shall be the certified tax roll for each contract year. The spreadsheets attached reflect the projected budget increases, for the term of the contract, and the method of computation of rates hereunder.

The total of such charges is to be paid in full by CITY to LA PORTE, on or before the tenth day of the month following the month in which such services were rendered. Payments by CITY shall be made from current revenues available to CITY.

III.

LA PORTE will not be liable for loss or damage to person or property arising from or caused by or resulting from alleged negligence of LA PORTE, its officers or employees or volunteers in carrying out the terms of this agreement. CITY agrees to indemnify, and save and hold LA PORTE harmless, from any such claim for loss or damage by itself, or by any person, firm, corporation, or association, in connection with this agreement.

IV.

Either party to this agreement may cancel by giving one hundred eighty (180) days notice to the other party. Such notice will be effective as of midnight of the last day of the calendar month after the expiration of such one hundred eighty (180) days notice.

V.

CITY personnel shall abide by all LA PORTE rules, regulations, and policies, as they now exist, or may be amended hereafter, relating to the services rendered including the use of facilities made available to the CITY under the terms of this agreement.

B. FIRE PROTECTION

I.

LA PORTE agrees to provide fire protection for real and personal property situated within CITY, for the term of this agreement, upon the terms and conditions herein contained.

II.

Sole discretion will rest with the LA PORTE Fire Chief, or his duly authorized assistants, as to the fire fighters and equipment that will answer each fire alarm, provided that protection will be

adequate (meaning reasonable protection, considering available fire fighters and equipment of LA PORTE's Fire Department).

III.

CITY agrees to pay LA PORTE for fire protection services, t. amounts, and in the manner, hereinabove specified.

C. ORDINANCE

CITY shall promptly enact, and vigorously enforce, an Ordinance making it a misdemeanor for any person to make a "false alarm" to the LA PORTE Dispatch Service, for any emergency services.

WITNESS OUR HANDS and the Seals of our respective Cities, effective as of the 1st day of January, 2004.

PASSED AND APPROVED by the City Council of the City of La Porte, by its Ordinance No. 2004-~~2004~~, on the 12th day of January, 2004.

CITY OF LA PORTE
By: Debra Botzelle
City Manager

ATTEST:

Maria A. Hill
City Secretary

PASSED AND APPROVED by the City Council of the City of Shoreacres, by its Ordinance No. 2004-01, on the 12 day of January, 2004.

CITY OF SHOREACRES
By: Nancy R. G. Grier
Mayor

ATTEST:

[Signature]
City Secretary