

COMMUNICATIONS SERVICES AGREEMENT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

This Agreement, made and entered into by and between the Lakeview Police Department, hereinafter referred to as "Department," acting herein by and through its Police Chief, pursuant to an order duly passed by the Lakeview Police Commission, and the City of Shoreacres, hereinafter referred to as "City," a municipal corporation, organized and existing by virtue of the Laws of the State of Texas, acting herein by and through its Mayor, thereunto duly authorized.

WITNESSETH:

WHEREAS, Department has a Communications Facility located at the Taylor Lake Village City Hall, 500 Kirby Taylor Lake Village, Texas, hereinafter called "Communications Facility," and

WHEREAS, Department and City, pursuant to the provisions of the Interlocal Cooperation Act, Article 4413 (32c), Revised Civil Statutes of the State of Texas, 1925, as amended, have determined that it would be in the best interest of the Department and City, and of the citizens and inhabitants thereof, for the City to utilize the Communications Facility;

NOW THEREFORE, the Department and the City agree as follows:

I.

Subject to the provisions hereof, the Chief of Police of the Lakeview Police Department will provide dispatching services for the Police Department of Shoreacres. Dispatching services shall include:

- 1). Answering calls for service requests from the citizens within the incorporated city limits of the City of Shoreacres, including the "9-1-1" service.
- 2). Dispatch personnel of the Shoreacres Police Department to the locations of the calls for service and supply the responding unit(s) with the corresponding information. This includes dispatching for the "9-1-1" service.
- 3). Provide written documentation as specifically requested in writing by the City.
- 4). Provide all support services afforded to the Lakeview Police Department patrol units.
- 5). Notification to the La Porte Fire Department, La Porte Police Department (LEPC), and the Clear Lake Emergency Medical Corps will be made whenever informed of any emergency conditions which warrant their notification.
- 6). Service will be continual, 24 hours a day, seven days a week.

II.

Representatives of the City will pick up documentation produced by the Department.

III.

Any expenses associated with the radio communications equipment will be incurred by the owner of said equipment.

IV.

The term of this Agreement shall be twelve (12) months, beginning October 1, 2004, and in consideration of the Department's performance of its obligations hereunder, City agrees to pay Department Five Hundred Fifty and 00/100 Dollars (\$550.00) per month. Billing will be on a quarterly basis and unless paid within thirty (30) days of the date of billing, all amounts due and payable by City to Department under this Agreement shall bear interest at the rate of ten (10) percent per annum from the date due, until paid. Further, the Department shall have the right to suspend City's use of the Communications Facility until such time as said delinquent account is brought current. The "date of billing," as used herein, shall mean the date the bill, addressed to the City, is deposited in the mail. The "date due," as used herein, shall mean the thirtieth (30th) day after the date of billing. Bills will be sent via regular United States Mail.

V.

Either party hereunder may terminate this Agreement by giving at least thirty (30) days written notice to the other party. Any notice permitted or required to be given to Department hereunder may be given by registered or certified United States Mail, regular mail, postage prepaid, return receipt requested, addressed to the following address:

Chief of Police
Lakeview Police Department
98 Lakeshore Drive
El Lago, Texas 77586

Any notice permitted or required to be given to Department hereunder may be given by registered or certified United States Mail, regular mail, postage prepaid, return receipt requested, addressed to the following address:

Mayor
City of Shoreacres
601 Shoreacres Blvd.
La Porte, Texas 77571

Notices mailed as above shall be considered given and completed on the next day following deposit in the United States Mail.

VI.

This Agreement shall not become effective until it is signed by both the Department and the City, and approved by the Chiefs of Police by signing below the word "APPROVED" below the signature lines for the City and Department.

VII.

The Department hereby covenants and agrees that it will indemnify and save harmless City against all losses, damages, expenses, and costs, including attorney's fees, which City may sustain or incur or pay as a result of Department's negligence or intentional disregard of its obligations undertaken in this Agreement.

EXECUTED in duplicate originals, on this the 8TH day of NOVEMBER, 2004.

LAKEVIEW POLICE DEPARTMENT

By Joann Kopper
~~Deborah Dewey, Chairman~~
Lakeview Police Commission

By W.W. Long
W.W. Long, Vice-Chairman
Lakeview Police Commission

ATTEST:

By Robin Eldridge
City Secretary *acting*
City of Shoreacres

By Nancy R. Egan
Mayor
City of Shoreacres

APPROVED AS TO FORM:

By _____
City Attorney

APPROVED:

By [Signature]
Chief of Police
Lakeview Police Department

By [Signature]
Chief of Police
Shoreacres Police Department