

ORDINANCE NO. 2008-11

AN ORDINANCE APPROVING AND AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF SHOREACRES AND THE LAKEVIEW POLICE DEPARTMENT, FOR COMMUNICATION SERVICES; MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHOREACRES:

Section 1. The City Council hereby approves and authorizes the contract, agreement, or other undertaking described in the title of this ordinance, a copy of which is on file in the office of the City Secretary. The Mayor is hereby authorized to execute such document and all related documents on behalf of the City of Shoreacres. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 2. The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 3. This Ordinance shall be effective from and after its passage and approval, and it is so ordered.

PASSED AND APPROVED, this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

CITY OF SHOREACRES

By: \_\_\_\_\_  
Jayo Washington, Mayor

ATTEST:

\_\_\_\_\_  
David K. Stall, City Secretary

## 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 Board of Commissioners, Lakeview Police Department, 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, Emergency Management Coordinator, 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, 2008, and in consideration of the Department's performance of its obligations hereunder, City agrees to pay Department Eleven Hundred Sixty Six and 66/100 Dollars (\$1,166.66) 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 (30<sup>th</sup>) 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.

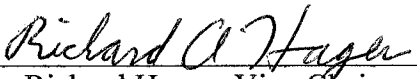
VII.

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 17th day of August, 2008.

LAKEVIEW POLICE DEPARTMENT

By   
Mike Russell, Chairman  
Board of Commissioners  
Lakeview Police Department

By   
Richard Hagen, Vice-Chairman  
Board of Commissioners  
Lakeview Police Department

ATTEST:

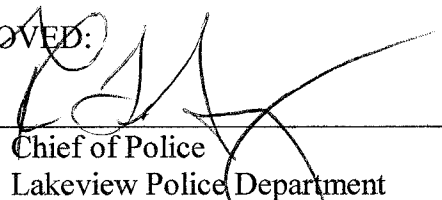
By \_\_\_\_\_  
City Secretary  
City of Shoreacres

By \_\_\_\_\_  
Mayor  
City of Shoreacres

APPROVED AS TO FORM:

By \_\_\_\_\_  
City Attorney

APPROVED:

By   
Chief of Police  
Lakeview Police Department

By \_\_\_\_\_  
Chief of Police  
Shoreacres Police Department