

**ORDINANCE No. 2011-109
CITY OF SHOREACRES, TEXAS**

AN ORDINANCE APPROVING AND AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF SHOREACRES AND THE CITY OF LA PORTE FOR FIRE PROTECTION 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:

That if any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance; and,

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 all related documents on behalf of the City of Shoreacres to confirm acceptance by 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.

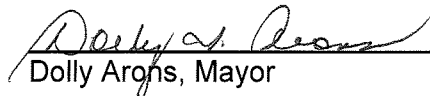
Section 3. This Ordinance shall be effective from and after its passage and approval, and it is so ordered.

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

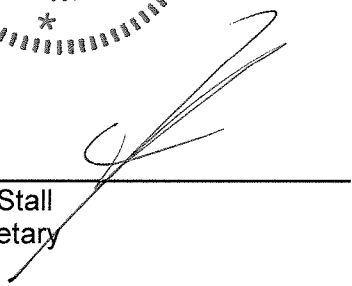
times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

PASSED AND APPROVED this the 14th day of November 2011.




Dolly Arons, Mayor

ATTEST:



David K. Stall
City Secretary

AGREEMENT

THE STATE OF TEXAS X

COUNTY OF HARRIS X

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",

WITNESSETH

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 thirty-four months (34) beginning on the 1st day of December, 2011, and ending on the 30th day of September, 2014, LA PORTE agrees to furnish CITY, the governmental services hereinafter more specifically described. This agreement shall remain in effect during said thirty-four (34) month term unless canceled by either party as provided in Paragraph A-IV hereof. Furthermore, this agreement shall automatically continue on a month-to-month basis, starting October 1, 2014, until cancelled by either party by the giving of thirty (30) days advance written notice to the other party. This agreement supersedes any prior agreement between the parties on the subject matter hereof.

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:

(1) Monthly base charge for Fire Protection: \$9,834.64

(2) The total of such base charges, plus charges for said specific services, 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, caused by, or resulting from alleged negligence of LA PORTE, its 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 sixty (60) days written notice to the other party. Such notice will be effective as of midnight of the last day of the expiration of such sixty (60) 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, limited to fire suppression services only, and specifically excluding emergency medical services, 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 LAPORTE'S Fire Department) and sending of fire fighters and equipment to protect property within CITY will be subordinate to requests for, and rendering of, fire protection within LA PORTE.

III.

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

WITNESS OUR HANDS and the seals of our respective Cities, effective as of the 1st day of December, 2011.

PASSED AND APPROVED by the City Council of the City of La Porte, by its Ordinance No. __ - , on the day of , 2011.

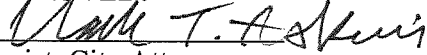
CITY OF LA PORTE

By: _____
Interim City Manager

ATTEST:

City Secretary

APPROVED:


Assist. City Attorney

