

**ORDINANCE No. 2012-118  
CITY OF SHOREACRES, TEXAS**

AN ORDINANCE APPROVING AND AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF SHOREACRES AND THE CITY OF LA PORTE TO CONSTRUCT A WATER SYSTEM INTERCONNECT TO PROVIDE AN EMERGENCY SOURCE OF WATER TO THE CITY OF SHOREACRES; PROVIDING FOR THE CONSTRUCTION AND OPERATION OF THE INTERCONNECT; ESTABLISHING THE TERMS OF AGREEMENT INCLUDING RATE OF COMPENSATION; 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,

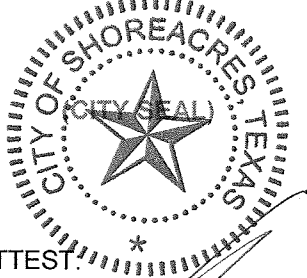
Section 1. The City Council hereby approves and authorizes the contract, agreement, or other undertaking described in the title of this ordinance, a copy of which is on file in the office of the City Secretary. The Mayor is hereby authorized to execute all related documents on behalf of the City of Shoreacres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

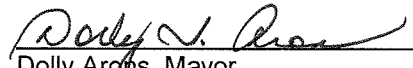
Section 3. This Ordinance shall be effective from and after its passage and approval, and it is so ordered.

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 13th day of February 2012.



ATTEST:

  
Dolly Arons, Mayor

  
David K. Stall, CFM  
City Secretary

**INTERLOCAL AGREEMENT REGARDING LA PORTE and SHOREACRES  
EMERGENCY WATER SYSTEM INTERCONNECT**

STATE OF TEXAS

COUNTY OF HARRIS §

This Agreement is made and entered pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code this \_\_\_\_ day of \_\_\_\_\_, 2012 between the CITY OF LA PORTE, TEXAS (hereinafter "LA PORTE") and the CITY OF SHOREACRES, TEXAS (hereinafter "SHOREACRES").

WHEREAS, SHOREACRES, for their sole benefit, desires to reconstruct a previously abandoned water main interconnect between the LA PORTE and SHOREACRES public water distribution systems for the purpose of providing emergency water service to SHOREACRES during the period beginning with the effective date of this agreement and terminating on or before September 1, 2013, during which time SHOREACRES plans to reconstruct a portion of their water distribution system. The location of the abandoned interconnect is depicted on that document attached hereto as Exhibit A and incorporated by reference for all purposes; and

WHEREAS, the proposed water main interconnect construction project considered within this Agreement (hereinafter "PROJECT") is depicted on that document attached hereto as Exhibit B and incorporated by reference for all purposes.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, LA PORTE agrees to provide SHOREACRES with a source of domestic water to meet emergencies as follows:

**Section 1. Purpose of the Agreement.** LA PORTE agrees that it will sell treated water to SHOREACRES through the water main interconnect constructed by SHOREACRES in the event of an emergency that debilitates SHOREACRES' water distribution system. "Emergency" for purposes of this Agreement, shall mean and include any situation 1) arising from fire, flood, storm, or other calamity directly affecting the SHOREACRES water distribution system and 2) causing an immediate threat to the life, health or property of the users of the water system experiencing the emergency.

This Agreement is expressly limited to the purchase and sale of water to SHOREACRES for emergency purposes only, as the term "emergency" is defined in the preceding paragraph. The parties may enter into separate agreements dealing with the sale of water for other purposes, but such agreements shall not affect this Agreement.

**Section 2. Notification.** Whenever possible, SHOREACRES shall inform LA PORTE twenty-four (24) hours prior to water usage so as to allow LA PORTE sufficient time to make necessary system changes to supply the requested water. When prior notification is not possible, SHOREACRES shall contact the LA PORTE Public Works Department (during regular business hours) or the LA PORTE Police Department (after hours) to request Public

Works personnel to open the valve on the LA PORTE side of the interconnect. Only LA PORTE personnel may operate the valve releasing water to the SHOREACRES system.

**Section 3. Exclusions.** The LA PORTE Public Works Director may discontinue the supply of surplus water from the LA PORTE system to SHOREACRES at any time if, in the opinion of the Public Works Director, discontinuing the supply of water is necessary for the health, safety and welfare of the LA PORTE water customers.

**Section 4. Supply Period.** In no event, without the written consent of LA PORTE's Public Works Director shall the emergency provision of this agreement require providing such water to SHOREACRES for a longer period than twenty-one consecutive (21) days.

**Section 5. Interconnections.** The new interconnect will be constructed where and as shown on the attached EXHIBIT B.

**Section 6. Project Management and Maintenance.** SHOREACRES, at its own expense, shall 1) provide an engineered design of the Project to the Public Works Director of LA PORTE no later than February 8, 2012; 2) manage the construction of the Project; and 3) shall be responsible for all maintenance of the Project for the period that the interconnect remains connected to both water systems. Furthermore, SHOREACRES shall coordinate with the Texas Commission on Environmental Quality (TCEQ) on securing all necessary reviews and/or approval for the Project. LA PORTE shall also approve the design, construction, and any maintenance activity on the interconnect Project prior to releasing water into the SHOREACRES system.

**Section 7. Compensation for Water Provided.** SHOREACRES shall compensate LA PORTE at a rate equal to 110% of LA PORTE's actual cost to purchase the supplied water from the La Porte Area Water Authority. During the period that the interconnect valves are open, SHOREACRES and LA PORTE agree that a volume rate of 1100 gallons per minute is the estimated delivery rate to SHOREACRES that will be utilized for determining the SHOREACRES compensation to LA PORTE.

**Section 8. Water Quality.** LA PORTE shall provide water of the same quality and standard being furnished to its own customers. LA PORTE shall have no responsibility for the quality or pressure of water once it passes through an interconnection into SHOREACRES distribution system.

**Section 9. Indemnification.** LA PORTE shall not be responsible to SHOREACRES or any other party or parties whatsoever for any claims, demands, losses, suits, judgments for damage or injuries to persons or property by reason of the construction, maintenance, inspection, operation of the requested interconnect Project or the associated supply of water (including the quality or pressure) to SHOREACRES. SHOREACRES hereby agrees to indemnify and hold LA PORTE harmless against all such claims, losses, demands, suits and judgments to the extent permitted by law.

**Section 10. Agreement Term.** This agreement shall remain in effect until September 1, 2013 or that earlier date on which the proposed SHOREACRES water system improvements are completed. The interconnect shall be disconnected by SHOREACRES to the satisfaction of LA PORTE, at SHOREACRE'S sole expense, on or before September 1, 2013.

**Section 11. Future Modifications.** – This Agreement may be modified or amended only by written instrument duly authorized and executed by both LA PORTE and SHOREACRES.

**Section 12 - Execution.**

The City Council of LA PORTE has reviewed and approved this Agreement at a duly called meeting. This Agreement shall take effect upon execution by both signatories.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers the day and year first above written.

CITY OF LA PORTE

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

The City Council of SHOREACRES has reviewed and approved this Agreement at a duly called meeting. This Agreement shall take effect upon execution by both signatories.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers the day and year first above written.



ATTEST:

\_\_\_\_\_  
City Secretary

CITY OF SHOREACRES

By: Deely V. Deesa  
Mayor