

**ORDINANCE No. 2013-149
CITY OF SHOREACRES, TEXAS**

AN ORDINANCE APPROVING AND AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF SHOREACRES AND THE CITY OF LA PORTE / LA PORTE POLICE DEPARTMENT, RECEIVE TELEPHONE CALLS AND TO DISPATCH RADIO CALLS AND TO HOUSE PRISONERS AND PROVIDE MUNICIPAL JAIL SERVICES FOR THE SHOREACRES POLICE DEPARTMENT; 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 28th day of October 2013.



Matt Webber, Mayor

ATTEST:

David K. Stall, CFM
City Secretary

M/2		Yea	Nay	N/V	Absent
	M. Webber	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Z	B. Bunker	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	S. Jones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
M	R. Moses	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	N. Schnell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	M. Wheeler	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Passed / Failed

David Stall, City Secretary - Date

10.28.13

AGREEMENT

THE 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",

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 two years and nine months beginning on the 30th day of December, 2013, and ending on the 30th day of September, 2016, LA PORTE agrees to furnish CITY, the governmental services hereinafter more specifically described, and continuing thereafter automatically for one (1) additional renewal term of one (1) year, unless otherwise canceled as provided in Paragraph A-IV hereof. 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 as follows:	
Jail Service	\$1,692.50
Emergency Dispatch/911 Service	\$3,028.33
Total	\$4,720.83

CITY agrees to remit to LA PORTE the monthly base charge no later than 30 days after receipt of invoice from LA PORTE.

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 officers or employees or volunteers in carrying out the terms of this agreement. To the extent allowed by law 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. EMERGENCY 911 DISPATCH SERVICES

I.

LA PORTE agrees to receive telephone calls and to dispatch radio calls to CITY patrol units.

II.

LA PORTE further agrees that a dispatcher will be available at the LA PORTE Police Department to render this service twenty-four (24) hours a day for the duration of this agreement.

III.

CITY agrees to purchase and maintain its own portable and/or mobile radios, which must be interoperable with the LA PORTE radio system. The CITY must also maintain a separate access agreement with the City of Houston, which owns the public safety trunked radio system that is licensed by the Federal Communications Commission, which permits radio communications and transmissions via radio units.

C. JAIL

I.

LA PORTE agrees to allow CITY to temporarily confine persons arrested by CITY'S law enforcement officers in the LA PORTE City Jail until such time as they can be properly released or conveniently moved by the proper authorities to the Harris County Jail.

II.

CITY agrees to keep certifications current of all law enforcement officers, required by the Texas Commission on Law Enforcement standards and education or other appropriate regulatory authority having jurisdiction, and shall provide copies of same to LA PORTE, if so requested.

III.

CITY will be solely responsible for all medical care for, and all transportation of arrestees brought to and/or being taken from the LA PORTE jail. In addition, CITY shall be solely responsible for the security of the arrestee during said transportation.

IV.

LA PORTE may suspend service and may refuse to accept an arrestee from CITY, in its sole discretion.

V.

CITY will be solely responsible for providing appropriate magistrate services for arrestees brought to the LA PORTE jail by officers of the City of Shoreacres.

WITNESS OUR HANDS and the seals of our respective Cities, effective as of the 30th day of December, 2013.

PASSED AND APPROVED by the City Council of the City of La Porte, by its Ordinance No. _____, on the _____ day of _____, 2013.

CITY OF LA PORTE

By: _____
Corby D. Alexander
City Manager

ATTEST:

City Secretary

APPROVED:

City Attorney

PASSED AND APPROVED by the City Council of the City of SHOREACRES, by its Ordinance No. 2013-149, on the 28TH day of OCTOBER, 2013.

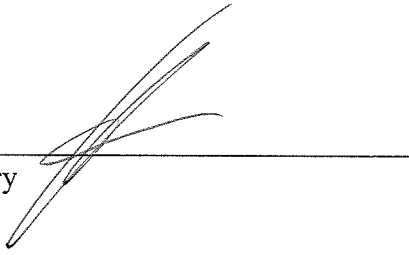


CITY OF SHOREACRES

By: _____
Mayor Matt Webber

ATTEST:

City Secretary

A handwritten signature in black ink, consisting of several overlapping, fluid strokes, positioned over a horizontal line.

APPROVED AS TO FORM:

City Attorney