

**ORDINANCE No. 2014-166
CITY OF SHOREACRES, TEXAS**

AN ORDINANCE APPROVING AND AUTHORIZING AN MEMORANDUM OF UNDERSTANDING AGREEMENT BETWEEN THE CITY OF SHOREACRES AND THE PORT OF HOUSTON AUTHORITY, TO PROVIDE MUTUAL AID FIRE AND EMERGENCY PROTECTION; 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,

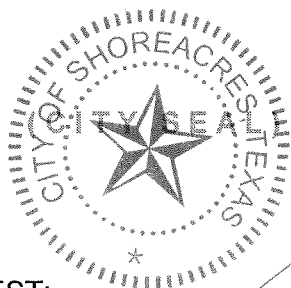
Section 1. The City Council hereby approves and authorizes the contract, agreement, or other undertaking described in the title of this ordinance, a copy of which is on file in the office of the City Secretary. The Mayor is hereby authorized to execute all related documents on behalf of the City of Shoreacres 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 25th day of August 2014.



[Signature]
 Rick Moses, Mayor

ATTEST:

[Signature]
 David K. Stall, CFM
 City Secretary

M/Z		Yea	Nay	N/V	Absent
	R. Moses	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	R. Adams	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Z	B. Bunker	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M	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"/>
	N. Moyer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Passed / Failed *[Signature]* 082514
 David Stall, City Secretary - Date

MEMORANDUM OF UNDERSTANDING

FIRE AND EMERGENCY PROTECTION

This **MEMORANDUM OF UNDERSTANDING** (herein referred to as the "Agreement") is made and entered into as of the _____ day of _____, 201_, by and between **CITY OF SHOREACRES** (the "City") and **PORT OF HOUSTON AUTHORITY** ("PHA").

The undersigned each desire to enter into a mutual aid fire and emergency protection agreement wherein the equipment, facilities, and trained personnel of each party's fire and emergency protection department are available to each other in this mutual aid agreement on a when-requested, as-available basis.

Now therefore, in consideration of the mutual covenants, agreements and benefits to each of the parties, it is hereby **AGREED** as follows:

1. Scope of Services

- A. During the term of this Agreement, the parties agree to provide upon request such fire response personnel and to make available such equipment or facilities as may be needed for the protection of citizens, suppression of fires, and giving aid and assistance to injured persons, or the duties and responsibilities associated with saving lives and property within the jurisdictional areas of the requesting department; provided that the personnel, equipment or facilities requested are not otherwise required within the jurisdiction as determined by the Fire Chief or his/her designated representative of the providing party in his/her sole discretion. It is expressly understood and agreed by all parties hereto that no providing party shall be required to use or continue to use any equipment, facilities and/or personnel where such use in the opinion of the Fire Chief would prevent or disrupt adequate protection of its own jurisdictional area. Requests for mutual aid made pursuant to this Agreement shall be made by and to the respective Fire Chiefs or Emergency Aid Officers or their designated representatives.
- B. The Parties agree that a request shall only be made when an emergency occurs in their jurisdiction that cannot be handled by the resources of that jurisdiction and is beyond the requesting party's capabilities.

- C. The Parties agree (i) to maintain the work force and equipment needed to sufficiently protect its citizens, control fires or other emergencies common to the saving of lives and property which are most likely to occur within their jurisdiction; (ii) to maintain an emergency action plan for activating their personnel and equipment within their jurisdiction; (iii) to maintain established procedures for the mitigation of emergencies; and (iv) to provide all other departments with current lists of the available work force and or materials and equipment which, under most circumstances, could be furnished to the requesting department.

The Parties agree that no funds are allocated and none are committed or available to perform the services described in subsection A of the Scope of Services above.

2. **Direction and Control**

The requested services (fire or emergency), shall be under the direction and control of the providing party's own company officer or task force leader. The requested departments will remain intact as a unit, responsible for its own equipment and personnel throughout the incident. The requested department(s) officer or task force leader will report to the Incident Command Post and to the Incident Commander of the requesting department and will make himself/herself and the company or task force for which they are responsible available for service. The Incident Commander will assume direction and control of the unit in whole and will give that unit an assignment.

3. **Equipment and Consumable Resources**

The condition of the equipment must be the sole responsibility of its owner. If the equipment is damaged or destroyed during an incident, the financial responsibility is the owner's which may be recovered through insurance acquired by the owner or any other resource available to the owner. The requesting party shall not be responsible for damage to equipment, injury to persons or for the actions of the providing party.

Any consumable resources may be reimbursed by or through the Incident Commander's jurisdiction (requesting party) provided that sufficient funds have been appropriated for said purpose. The Incident Commander has a right to recover any and all costs of the incident from any resources available.

In the event the incident receives a Disaster Declaration from State or Federal authority, the jurisdictions involved shall be subject to the Harris County Emergency Management Plan, as amended, (or, in the absence of an applicable provision thereunder, then to applicable controlling law) for recovery of costs associated with equipment damaged or lost, and/or for the consumable resources used.

4. Term of Agreement

The terms of this Agreement shall be for one (1) year with a renewal for one (1) additional year unless a party gives written notice to terminate. Any party shall have the right to terminate upon thirty (30) days written notice to the other Parties. The addition or deletion of departments to or from this Agreement shall not affect the Agreement as to the remaining Parties.

5. Amendments

This Agreement may be amended or replaced solely by mutual agreement of the parties hereto.

6. Compliance with All Applicable Laws

The parties hereto shall each observe and comply with all Federal, State, and local laws, rules, ordinances, and regulations affecting the conduct of services provided and the performance of all obligations undertaken by this Agreement.

7. Legal Considerations

- A. All applicable local, State, and Federal laws shall supersede any provisions to the contrary made in this Agreement. Any provision so effected shall not negate the rest of the Agreement. In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- B. Venue for any proceeding under this Agreement shall be in Harris County, Texas. Any dispute may be referred to non-binding mediation upon the mutual agreement of the Parties.
- C. This Agreement shall become effective upon each party's signing of said instrument.

8. Liability

- A. The parties agree that each shall be responsible for its own actions and those of its members while fighting fires, providing rescue services, providing fire responses,

emergency medical services, traveling to or from the emergency scene, or in any manner providing services pursuant to and within the scope of this Agreement or a supplement thereto. Nothing in this Agreement shall constitute a limitation or waiver of any and all protections of law given to firefighters, emergency aid workers and others who may provide assistance under this Agreement.

- B. It is expressly understood and agreed by the parties that neither shall be held liable for the actions of the other party or any of the other party's members while in any manner furnishing services hereunder.

Notwithstanding anything to the contrary herein, there are no intended third-party beneficiaries of this Agreement.

THIS AGREEMENT, together with all terms and conditions contained herein, is approved and accepted by the following entities and is executed by their duly authorized representatives dated the _____ day of _____, 2014.

CITY OF SHOREACRES

By: 
Title: MAYOR

**PORT OF HOUSTON AUTHORITY OF
HARRIS COUNTY, TEXAS**

By: _____
Title: _____

MEMORANDUM OF UNDERSTANDING

for

FIRE AND EMERGENCY RESPONSE PROTECTION

PARTIES:

CITY OF SHOREACRES

601 Shore Acres Boulevard

La Porte, Texas 77571

Contact Person: _____

Telephone Number: _____

PORT OF HOUSTON AUTHORITY

111 East Loop North

Houston, Texas 77029

Contact Person: William Buck, Fire Chief

Telephone Number: 713 670 3626

EFFECTIVE DATE: January 1, 2014

TERM: January 1, 2014 through December 31, 2014 (with an automatic renewal for one additional year unless this Agreement is otherwise terminated)

PHA DEPT.: Fire Department

FILE NO.: 2013-0395

MINUTE NO.: 2014-