

**RESOLUTION No. 2016-159  
CITY OF SHOREACRES**

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL CONTRACT WITH SAN JACINTO COLLEGE DISTRICT TO PROVIDE POLICE SERVICES AT THEIR MARITIME CENTER; MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

\* \* \* \*

WHEREAS, the City of Shoreacres maintains a full-time police department; and,

WHEREAS, the City has the authority under Chapter 791 of the Texas Government Code to provide police services under an interlocal agreement.

NOW, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHOREACRES:

THAT the City Council hereby approves and authorizes the mayor to sign an interlocal agreement to provide police services "Exhibit A" as if set forth fully herein.

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 resolution 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.

This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED, this 11th day of January, 2016.

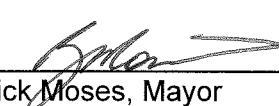


ATTEST:

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

CITY OF SHOREACRES

By:

  
\_\_\_\_\_  
Rick Moses, Mayor

**INTERLOCAL AGREEMENT FOR SECURITY SERVICES**

**City of Shoreacres, Texas / San Jacinto College District**

This agreement is made and entered into between **SAN JACINTO COMMUNITY COLLEGE DISTRICT**, a public community college and political subdivision of the State of Texas (the “College”) and the **CITY OF SHOREACRES**, a municipality and political subdivision of Texas (the “City”), for the purpose of establishing the terms under which City shall provide the College with police officers and security services.

For and in consideration for the mutual undertakings herein set forth, the City and the College agree as follows:

**1.0 Obligations of Parties**

1.1 In consideration of the payments to be made by the College pursuant to this Agreement, the City agrees to make their uniformed police officers (“Officer” or “Officers”) available to provide security and police services at the College’s Maritime Technology and Training Center campus (the “Maritime Center”) at 3700 Old Highway 146, Seabrook, Texas 77586. The officers shall be certified and shall have the necessary training and experience to perform the services required by this Agreement.

1.2 The City agrees that every reasonable effort will be made to have an officer available to respond to calls for service at the Maritime Center year-round Monday through Sunday 24 hours per day. Additionally, the City agrees to make routine vehicular and foot patrol of the Maritime Center a part of every officer’s primary duty. City Officers will not be exclusively assigned police duties to be performed at the College.

1.3 In the event the College is dissatisfied with the performance of an Officer, the College will notify the City’s designated representative who will attempt to resolve the issue to the satisfaction of both the College and the City.

1.4 Services provided to the College under this Agreement shall be provided by an officer or officers employed by the City of Shoreacres Police Department and not by subcontractors or officers from other agencies. Such officers shall remain under the control and supervision of the City at all times and shall remain City employees entitled to the same benefits and subject to the same restrictions as any other city officer. The parties agree and understand that the officer(s) are not employed by the College and shall not be receive any compensation or benefits from the College.

1.5 Compensation and fringe benefits shall be paid directly by the City and shall be in accordance with the Police Department policies as established for its employees. The City shall maintain appropriate Worker’s Compensation and Unemployment Insurance coverage for each officer in accordance with coverage maintained for all other police officers employed by the City. Nothing contained in this Agreement shall be construed as constituting a joint venture or partnership between the College and the City.

1.6 The City will provide the Officer or Officers with uniforms and equipment in accordance with City policy.

1.7 The College will provide the Officer with a portable two way radio or program an existing radio to enable the Officer to communicate directly with the Police Chief or designee of the San Jacinto College Police Department.

1.8 The College will designate an office within its facility for Officers to use in the performance of police services.

1.9 Officers are subject to current procedures in effect for City police officers including attendance at all mandated training and testing to maintain state peace officer licensing and certification.

## **2.0 Hours of Work**

2.1 Unless otherwise directed or assigned by the Chancellor or College police chief, the City shall assign officers to work year-round Monday through Sunday 24 hours per day. The City shall promptly notify the College's police chief or designee if city officers are not available to provide patrol services at a particular date or time. Less coverage may be needed on holidays and weekends but such schedule will be approved on a semester basis between the College police chief and City police chief.

## **3.0 Responsibilities of Officers**

3.1 The Officer or Officers shall ensure the safety of students, faculty, and visitors and provide campus security at the Maritime Center.

3.2 The Officers shall perform regular patrol each day at irregular intervals several times daily and at night; respond to alarms and all citizen complaint calls emanating from or concerning activities, disturbances, or criminal offenses at the Maritime Center; apprehend and arrest criminal offenders; communicate promptly with the College's police department dispatcher and/or police chief concerning all police, security, and criminal matters pertaining to the Maritime Center; furnish to the College's police department copies of all official records and reports of incidents occurring at the Maritime Center; assist in limiting access to the grounds to authorized persons; provide traffic enforcement on campus and on streets directly adjacent to the campus; and provide police protection of College property, personnel and students. The Officers will also do periodic walkthroughs of the building and property.

3.3 The College's Police Chief and the College's Chancellor or their designees will be the College's contract persons regarding all Maritime Center issues.

3.4 The Officers shall make themselves visible in order to provide a highly visible crime deterrent on Maritime Center property in order to effectively promote security and order. Officers who provide vehicular patrol services shall drive a marked police car.

3.5 Should an Officer receive information, make an arrest, or file a report regarding a San Jacinto College student or employee, the City agrees that the Officer shall cooperate with the administration of the College by providing information and records regarding the Officer's interaction with and/or arrest of the student or employee and by attending college administrative disciplinary hearing if requested by the College.

3.6 All Officers providing services under this agreement will wear their City Police Officer's uniform and equipment while providing services.

## **4.0 Access to Student Information**

4.1 Upon request by the City as may be needed to fulfill obligations under this Agreement, the College will provide directory information relating to its students.

4.2 The College agrees to provide the access to its student records to the extent permitted under the federal Family and Education Privacy Rights Act of 1974, 20 USC Section 1232g, and the federal

Department of Education's implementing rules for the Act in chapter 99.34 of the Code of Federal Regulations [hereinafter referred to collectively as "FERPA"]. The College shall provide basic training on FERPA to City officers providing police services to the College.

4.3 The City agrees that its employees will keep confidential (subject to required disclosure by the Attorney General's Office under the Public Information Act or by a Court of Competent Jurisdiction) all student information obtained by the City and its employees and that the information will be used solely for City Police Department business in accordance with all applicable current or future federal, state and local laws, rules and regulations.

## **5.0 Reporting**

5.1 The City will provide a weekly report of activities at the Maritime Center, due to the College no later than the Monday of the following week; as well as a complete month activity report with a due date no later than ten (10) days following the end of the month. This report will include data on dispatch calls, encounters with unauthorized individuals, citations issued, arrests made, and any other relevant data requested by the college.

5.2 The City will require its police officers to complete the Clery Act "Campus Security Authority" training provided by the San Jacinto College Human Resources Department. In accordance with the Clery Act, the City will provide the College police department with information in a prompt manner to allow for emergency notifications, timely warnings, daily crime logs and statistics for the College's Annual Security Report. Under the Clery Act requirements, prompt reporting is critical and will require notification to the College police department within 30 minutes of a reportable incident.

5.3 The City will require its police officers to complete the Unlawful Harassment and Preventing Discrimination training provided through the San Jacinto College Human Resources Department and, in compliance with Title IX, provide information regarding acts of sexual harassment, sexual assault, domestic violence, dating violence, and stalking to the College's Chief of Police who will report incidents to the College's Title IX Coordinator. .

## **6.0 Consideration**

6.1 The College agrees to pay the City THIRTY-SIX-THOUSAND SEVEN-HUNDRED NINETY-EIGHT DOLLARS AND SEVENTY CENTS (\$36,798.70) during the full term of this contract. The total amount will be divided into equal monthly installments of three-thousand six-hundred seventy-nine dollars and eighty-seven cents (\$3,679.87), and will be billed by the City, to be due on or before the first of each month. The College agrees to make the required payments under this agreement from the current revenues available to the College.

6.2 The City shall provide law enforcement training and certification, a marked vehicle, and police equipment, including communication equipment necessary to allow the officer to communicate with the police department and other officers.

## **7.0 Term**

7.1 This contract shall be effective January 12, 2016 and shall expire October 31, 2016. Either the City or the College may cancel this agreement by giving the other party thirty (30) days written notice of cancellation. If this contract is terminated prior to the end of the contract year, the College shall be entitled to a prorated reimbursement of unused funds paid by the College.

**8.0 Compliance with Laws**

8.1 The City agrees that its personnel will comply with applicable Federal, state and local laws, ordinances, and policies. The City agrees that its personnel will not engage in unlawful discrimination against any student, employee, or visitor to the College on the basis of race, religion, color, sex, national origin, disability, age, sexual orientation, or any other impermissible or illegal criteria. The City agrees to provide services in compliance with the applicable Federal and State laws, implementing regulations, and executive orders including, but not limited to, Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination in Employment Act of 1975; the Americans with Disabilities Act; The Family Educational Rights and Privacy Act of 1974; Title IV of the Higher Education Act of 1965, as amended; and the Texas Education Code.

**9.0 Indemnification and Insurance**

9.1 To the extent allowed by law, the City waives, releases, indemnifies, and holds harmless the College, its officers, employees or agents from any and all claims, damages, injuries, causes of action, lawsuits, judgments, or awards arising out of the acts, or failures to act, of the City's Officers, whether such acts or failures to act occurred on or off College property.

9.2 The City will provide Certification of Insurance evidencing coverage for the acts and omissions of its personnel in the amount of \$1,000,000/\$300,000/\$25,000.

9.3 Nothing contained in this Section shall be deemed to waive immunities established pursuant to statute or otherwise recognized by law. Nothing contained in this Agreement is intended to create third-party rights.

**10.0 Relationship Between the College Police Department and the City's Police Department**

10.1 The City acknowledges that the College maintains a police department that has jurisdiction over the Maritime Center. Both the College and City agree that, while performing their duties at the Maritime Center, the City's Officers will communicate promptly with the College's police chief or designee regarding arrest, crimes in progress, critical security incidents, and investigations.

10.2 The City agrees that its officers will reasonably cooperate with the College's police department in the coordination of police services. In the event of a critical incident/campus emergency requiring the presence and coordination of police services by multiple agencies, the City agrees that the College's police chief shall have the authority to appoint an incident commander to coordinate police services.

10.3 The City agrees that no reports or statements will be made to any media outlet (subject to required disclosure by the Attorney General's Office under the Public Information Act or by a Court of Competent Jurisdiction) without the prior consent of the College's Chief of Police in coordination with the College's Public Information Officer.

**11.0 Notice**

11.1 Unless otherwise specified in this Agreement, any notice required or permitted under this Agreement shall be in writing and made by delivery in person, by telecopy/facsimile, or by mail (effective as of the date of mailing) to the following representatives for the Parties:

City of Shoreacres Ordinance No. 2016-159 – EXHIBIT A

For the College:

Dr. Brenda Hellyer  
Chancellor  
San Jacinto Community College District  
4624 Fairmont Parkway  
Pasadena, TX 77504

For the City:

David K. Stall, CFM, TEM  
City Administrator  
City of Shoreacres  
601 Shore Acres Blvd.  
Shoreacres, TX 77571

**12. Miscellaneous**

12.1 This agreement supersedes all prior agreements and representations concerning the Officers, and constitutes the complete agreement between the parties.

12.2 Any amendment to the Agreement must be in writing and signed by both Parties. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding on any Party unless in writing and signed by the Party against whom enforcement of such waiver, alteration, or modification is sought.

12.3 Citations of and references to any specific Federal or State statute, administrative regulation, or executive order in this Agreement include any amendment to or successor of that statute, regulation, or order and the current version of such statute, regulation, or order.

12.4 If any provision of this Agreement becomes or is held in violation of any law or is deemed unenforceable, then the invalidity of that provision will not invalidate the remaining provisions. The Parties agree that all remaining provisions of this Agreement will remain in effect.

12.5 The City and College agree that no promise or agreement which is not herein expressed has been made to either party and that neither party is relying upon any statement or representation other than the terms stated in this agreement.

12.6 This Agreement, and all acts and performance under this Agreement, is governed by, construed by, and enforced in accordance with the laws of the State of Texas, without regard to its choice of law provisions. Exclusive venue for any dispute arising under this or relating to this Agreement shall lie in a court of competent jurisdiction in Harris County, Texas. Venue for any claim under this Contract shall be in Harris County, Texas.

12.7 All parties agree to cooperate with each other at all times during the term herein in order to achieve the purposes and intent of the agreement. Each party acknowledges and represents that their respective governing body has authorized this agreement.

12.8 The parties acknowledge and confirm that this agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act of Texas. All terms and provisions herein are to be construed and interpreted consistently with the Act.

City of Shoreacres Ordinance No. 2016-159 – EXHIBIT A

12.9 The Effective Date is the date that all parties have signed this agreement.

ATTEST:



CITY OF SHOREACRES

Secretary

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

SAN JACINTO COMMUNITY COLLEGE DISTRICT

By \_\_\_\_\_  
Chancellor