

**RESOLUTION No. 2016-212  
CITY OF SHOREACRES, TEXAS**

AN RESOLUTION APPROVING AND AUTHORIZING APPROVING AND AUTHORIZING THE MAYOR TO AMEND AND EXTEND 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.

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

That if any section, clause, sentence, or phrase of this Resolution 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 Resolution; and,


Section 1. The City Council hereby approves and authorizes the mayor to sign an interlocal agreement amendment to extend the agreement to provide police services "Exhibit A" as if set forth fully herein. 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 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.

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

PASSED AND APPROVED this the 24th day of October 2016.




  
\_\_\_\_\_  
Kimberly Sanford, Mayor

ATTEST:

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

M/2		Yea	Nay	N/V	Absent
	K. Sanford	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	R. Bowles	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	R. Hoskins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M	D. Jennings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	J. McKown	<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"/>

Passed / Failed  10/24/16  
David Stall, City Secretary - Date

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR SECURITY SERVICES**

**CITY OF SHOREACRES, TEXAS/SAN JACINTO COMMUNITY COLLEGE  
DISTRICT**

This FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR SECURITY SERVICES ("First Amendment") is made and entered into by and between **SAN JACINTO COMMUNITY COLLEGE DISTRICT**, a public community college and political subdivision of the State of Texas ("College") and the **CITY OF SHOREACRES**, a municipality and political subdivision of Texas ("City"). College and City shall each sometimes be referred herein as a "Party" and collectively herein as the "Parties".

**RECITALS**

WHEREAS, College and City entered into that certain Interlocal Agreement for Security Services dated on or about January 11, 2016 ("Agreement") whereby City currently provides College with certain police officers and security services (collectively, "Services") at College's Maritime Technology and Training Center campus ("Maritime Center") located at 3700 Old Highway 146, Seabrook, Texas 77586; and

WHEREAS, College and City desire to amend the Agreement in accordance with the terms set forth within this First Amendment.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants and agreements contained herein, and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. RECITALS. The Parties hereby confirm the truth and accuracy of the foregoing recitals and the same are incorporated herein by this reference for all purposes.
2. EXTENSION OF TERM: The Term of the Agreement is hereby extended an additional twelve (12) months, beginning on November 1, 2016 and ending on October 31, 2017 ("First Extension Term"). During the First Extension Term, College agrees to pay City monthly installments in the amount of THREE THOUSAND SIX HUNDRED SEVENTY-NINE AND 87/100 DOLLARS (\$3,679.87), to be billed to College by City, and said payments to be due on or before the first (1<sup>st</sup>) day of each month.
3. ADDITIONAL PROVISIONS: All capitalized terms used, but not defined, herein shall have the meaning ascribed to such terms in the Agreement. Except as otherwise modified by this First Amendment, the Agreement and all of the terms, conditions, covenants and agreements contained therein remain unchanged and continue unabated in full force and effect.

4. RATIFICATION OF THE AGREEMENT. Each Party represents that: (1) the Agreement is valid, enforceable and in full force and effect; and (2) the Agreement is hereby ratified.

5. MISCELLANEOUS.

a. This First Amendment constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreements, understandings, conditions, representations, warranties whether oral or written, with respect to the subject matter hereof.

b. If any term or provision of this First Amendment shall be held to be invalid or unenforceable for any reason, such term or provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remaining terms and provisions hereof, and this First Amendment shall be construed as if such invalid or unenforceable term or provision had not been contained herein, provided, however, that the foregoing shall in no way be interpreted or construed to effect the enforceability of the provisions of this First Amendment.

c. This First Amendment shall bind and inure to the benefit of each of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

d. Neither this First Amendment nor any term, provision or condition hereof may be changed, amended or modified, except in a writing signed by both Parties hereto.

e. This First Amendment may be executed in counterparts, each of which shall constitute one and the same instrument.

f. This First Amendment shall be governed and construed in accordance with the laws of the State of Texas, without regard to conflict of laws principles, being performable, and with venue proper, within Harris County.

g. Each of the Parties hereby covenant, represent and warrant to the other, as follows:

(i) This First Amendment is fully and forever binding on, and enforceable against, such party in accordance with its terms.

(ii) The execution, delivery and performance of this First Amendment by it have been duly authorized by all necessary corporate or governmental action, as the case may be.

h. The effective date is the date that all Parties have executed this Agreement ("Effective Date").

*[Signatures Appear on the Following Page]*

Executed as of the Effective Date first set forth above.

**COLLEGE:**

**SAN JACINTO COMMUNITY  
COLLEGE DISTRICT**

By: Brenda Hellyer

Printed Name: Brenda Hellyer

Title: Chancellor

**CITY:**

**CITY OF SHOREACRES**

By: [Signature]

Printed Name: Kimberly Sanford

Title: Mayor

**ATTEST:**

Secretary

