

AGREEMENT

THE STATE OF TEXAS X

COUNTY OF HARRIS X

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 twenty-month period (20) beginning on the 1st day of January, 2025, and ending on the 30th day of September, 2026, LA PORTE agrees to furnish CITY the governmental services hereinafter more specifically described, and continuing thereafter as provided in Paragraph A-IV or until canceled as provided in Paragraph A- V hereof. This agreement supersedes any prior agreement between the parties on the subject matter hereof.

II.

For 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:

Emergency Medical Service	\$15,826.66
Total	\$15,826.66

(2) The total of such base charges, to be paid in full by CITY to LA PORTE, on or before the tenth day of the month following the month in which such services were rendered. Payments by CITY shall be made from current revenues available to CITY.

III.

LA PORTE will not be liable for loss or damage to persons or property arising from, caused by, or resulting from alleged negligence of LA PORTE (save and except loss or damages resulting from gross negligence or willful misconduct of LA PORTE), its employees or volunteers in carrying out the terms of this agreement. CITY agrees to indemnify, and save and hold LA PORTE harmless, from any such claim for loss or damage by itself (save and except loss or damages resulting from gross negligence or willful misconduct), or by any person, firm, corporation, or association, in connection with this agreement. This assignment of civil liability is specifically permitted by Sec. 791.006(a-1) of the Texas Government Code ("Code") and is intended to be different than the liability otherwise assigned under Sec. 791.006(a) of the Code.

Notwithstanding the foregoing, it is expressly understood and agreed that in the execution of this contract, neither Party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it against any claims arising out of the exercise of governmental powers and functions. The Parties acknowledge that they are both political subdivisions of the State of Texas and are subject to and will comply with applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Sec. 101.001 et seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

IV.

Either party to this agreement may cancel or terminate by giving sixty (60) days written notice to the other party. Such notice will be effective as of midnight 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 terms of this agreement.

B. EMERGENCY MEDICAL SERVICE

I.

As part of the consideration expressed herein, LA PORTE agrees to provide emergency medical services within CITY. LA PORTE shall transport patients to one of the nearest hospitals that provides emergency services as defined by the transport policy of the LA PORTE Emergency Medical Services. LA PORTE shall be permitted to charge, to each patient, its most current and customary Emergency Medical Service charges as adopted by the LA PORTE City Council.

II.

Sole discretion will rest with the LA PORTE EMS Chief, or his/her duly authorized assistants, as to the equipment and personnel who will answer each emergency medical services request, provided, emergency medical services protection will be adequate (meaning reasonable protection, considering available personnel and equipment of LA PORTE's Emergency Medical Services) and dispatch of Paramedics and equipment to provide emergency medical services within CITY will be subordinate to requests for, and rendering of, emergency medical services within LA PORTE. Subject to such subordination, LA PORTE shall strive to timely provide emergency medical services within the CITY.

III.

LA PORTE agrees to operate the ambulances in accordance with the requirements of the State and federal Law, and applicable ordinances of CITY, as now exist, and as may be amended from time to time hereafter.

IV.

CITY agrees to pay LA PORTE for emergency medical services in the amounts and in manner, hereinabove specified.

V.

If any provision of this Agreement is found by any Court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of the Agreement, and all other provisions of this Agreement shall remain in full force and effect.

WITNESS OUR HANDS and the seals of our respective Cities, effective as of the 1st day of January, 2025.

PASSED AND APPROVED by the City Council of the City of La Porte, by its Ordinance No.

____-_____, on the _____ day of _____, 20__.

CITY OF LA PORTE

By: _____
City Manager

ATTEST:

City Secretary

APPROVED:

City Attorney

PASSED AND APPROVED by the City Council of City of Shoreacres, by its Ordinance
No. _____, on the _____ day of _____, 20____.

CITY OF SHOREACRES

By: _____
Mayor

ATTEST: _

City Secretary

APPROVED:

City Attorney

