

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF HARRIS §

Whereas, the City of Spring Valley Village, Texas ("SVV"), and the City of Hilshire Village, Texas ("Hilshire") entered into an Interlocal Cooperation Agreement for the provision by SVV of police and municipal court services to Hilshire on December 31, 1987; and

Whereas, the parties have periodically amended that agreement and are desirous of amending the agreement as set forth below; and

Whereas, the parties enter into this Agreement for the purpose of the providing law enforcement and municipal court services for the benefit of their communities;

Now, therefore, the City Councils of SVV and Hilshire mutually agree as follows:

I.

SVV and Hilshire enter into this Agreement by and through their duly elected officials, and it is the intention of both parties to conform this Agreement in all respects with Chapter 791 of the Texas Government Code, more commonly known as "The Interlocal Cooperation Act."

II.

SVV shall:

(a) Provide police services, as those services are provided within SVV, including, but not limited to, general police patrol, neighborhood patrol, crime investigations, House Watch and National Night Out Programs, home security evaluations, animal control, emergency and SRT (Special Response Team) support, alarm response, and general enforcement of the laws of the State of Texas and the ordinances of Hilshire;

(b) Provide, maintain, and service, at no additional expense to Hilshire, all police cars necessary for and used in providing the services described in (a) above;

(c) Publish and permit to be published, to all interested parties and the residents of Hilshire, the telephone number of SVV's police dispatcher;

(d) Maintain and keep in force a policy, or policies, of automobile insurance on all vehicles used in fulfilling this agreement, such policies complying in all respects with the Texas Tort Claims Act, as amended;

(e) Provide municipal court services, including clerical, judicial and warrant officer support. Such services shall include the adjudication of Class C misdemeanor crimes, issuing arrest warrants, collecting and receipting fines and court costs, filing Office of Court Administration Reports, filing State Comptroller's Office reports, remitting payments to the State Comptroller, preparing reports of moving traffic convictions to the Department of Public Safety and all other reasonable and necessary functions of a municipal court;

(f) Pay all wages, salaries, and other compensation of police officers, municipal court judge, prosecuting attorney, and court clerk including payroll taxes, retirement, social security taxes, if any, and any other payroll expenses for the services provided by SVV;

(g) Provide upon request an officer to attend Hilshire City Council meetings and report on police activities for the previous month; and

(h) Periodically pay to Hilshire fines collected by SVV for the municipal court (less court costs and fees).

III.

Hilshire shall:

(a) Pay to SVV for the police and municipal court services described above an amount equal to 16.1% (the area of Hilshire as a percentage of the combined area of SVV and Hilshire) of SVV's total Police Department annual fiscal year Budget not including budgeted expenses for warrant officer and capital improvements. Such amount shall be prorated on a monthly basis, with payments being due on or before the first day of the month to which such payment applies. For the purposes hereof, "fiscal year" shall mean the period that begins October 1st and ends immediately the following September 30th;

(b) Provide whatever Ordinances may be necessary to give SVV the full authority, power, rights, and privileges to act for Hilshire in accordance with this agreement; and

(c) Appoint the Municipal Court Judge, Associate or Alternate Court Judge, Prosecuting Attorney, Assistant Prosecuting Attorneys and Clerk of the Court, all of whom shall be the same as appointed by the SVV for its Municipal Court.

IV.

This Agreement shall be for a term of one year, commencing on October 1, 2023, and extending through September 30, 2024; provided, however, that this Agreement shall automatically extend for successive one year terms unless notice of termination is given no less than one (1) year prior to termination. Provided further, that either party may terminate this Agreement by giving notice to the other party at least one year prior to the date of termination. All written notice shall be sent to the address of the parties shown herein.

V.

In order to have a more effective relationship between the parties, and to provide the best possible police protection and municipal court, it is mutually agreed that all questions arising under this Agreement shall be handled and resolved between the governing bodies of the parties, and by no other means or person.

VI.

- (a) At all times this agreement is in force, all police officers of SVV shall be under the supervision of the Chief of Police of SVV, or the Chief's duly authorized representative, and no other person.
- (b) Each party shall pay for services provided under this Agreement out of current revenue funds.
- (c) Each party agrees that this Agreement fairly compensates each party for the services and functions performed under this Agreement.

VII.

Independent Contractor. Both parties mutually agree that SVV is an independent contractor, and shall have exclusive control of performance hereunder, and is in no way to be considered an employee of the Hilshire. Nothing herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint-venturers, or any similar relationship.

VIII.

Risks. Each party agrees to carry such policies of insurance as each deems appropriate to cover any risks arising out of this Agreement; provided further that SVV agrees to carry, as a minimum, insurance with liability limits of One Million Dollars "aggregate." Policies are available for inspection by Hilshire upon request.

IX.

No third party beneficiaries. This Agreement inures to the benefit of and obligates only the parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it.

X.

No waiver of immunity. Nothing in this Agreement shall be construed to waive any immunities from suit or liability enjoyed by the parties, their past or present officers, employees, or agents.

XI.

Venue. Venue for any dispute arising under this Agreement shall lie exclusively in the state and federal courts of Harris County, Texas.

XII.

Amendments. This agreement may be modified, changed, or altered at any time, upon mutual agreement of parties, provided that any such modification, change, or alteration be reduced to writing.

XIII.

Severability. If any clause, paragraph, section or portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect, and the parties shall be deemed to have contracted as if said clause, section, paragraph or portion had not been in the Agreement initially.

IN WITNESS WHEREOF, we have hereunto set our hands effective the ____ day of October, 2024, in duplicate originals in Harris County, Texas.

CITY OF SPRING VALLEY VILLAGE
("SVV")

CITY OF HILSHIRE VILLAGE
("Hilshire")

By: _____
Marcus Vajdos, Mayor

By: _____
Robert Buesinger, Mayor

ATTEST:

ATTEST:

Jasmin Torres, City Secretary
City of Spring Valley Village

Cassie Stephens, City Secretary
City of Hilshire Village