

**AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT
BY AND BETWEEN**

THE CITY OF HILSHIRE VILLAGE AND THE CITY OF SPRING VALLEY

FOR PUBLIC WORKS AND MAINTENANCE SERVICES

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This Agreement ("Agreement") is made and entered into pursuant to the Interlocal Cooperation Act (Chapter 791, Texas Government Code) by and between the City of Hilshire Village ("Hilshire") and the City of Spring Valley ("Spring Valley"), each a general law municipal corporation located in Harris County, Texas.

W I T N E S S E T H:

WHEREAS, Hilshire, being a relatively small municipality in terms of geographic area and population, has historically found it not economically feasible to maintain a staff of personnel to provide the intermittent requirements of public works related construction and maintenance within the City; and

WHEREAS, as a result thereof, Hilshire has historically contracted with private commercial third parties to provide such services; and

WHEREAS, Spring Valley, which is located immediately adjacent to Hilshire on its western corporate limit line, has a regular full-time staff of public works employees; and

WHEREAS, Hilshire desires that Spring Valley provide such public works related services to the extent Spring Valley has manpower available at the time such services are needed; and

WHEREAS, Spring Valley is willing to perform public works related construction and maintenance services subject to the terms and conditions of this Agreement; now therefore

For and in consideration of the mutual obligations and benefits to be derived hereunder, Hilshire and Spring Valley do hereby agree as follows:

1. When requested by Hilshire, Spring Valley shall furnish equipment, labor, and superintendence reasonably necessary to maintain, repair, and/or improve the public streets, easements, drainage ways, and publicly owned and operated water and sewer systems of Hilshire, and to perform such other public works related services as may be requested within the corporate limits of Hilshire, according to the plans, specifications, or directives agreed upon for such work between Hilshire and Spring Valley. Notwithstanding the foregoing, nothing contained herein shall be construed as requiring Spring Valley to provide any services hereunder when, in the sole and absolute discretion of Spring Valley, it is determined that (i) its employees or equipment are required elsewhere for any Spring Valley project or work, whether of an emergency nature or not; (ii) its employees are not qualified to perform the work requested; (iii) conditions surrounding the work will expose its employees to undue dangers or hazards; or (iv) the plans, specifications or directives do not sufficiently describe work to be performed. Methods of requesting and authorizing work shall be as agreed upon from time to time between Hilshire and Spring Valley. Nothing in this Agreement is intended to restrict Hilshire from having these services performed by outside contractors or other entities when deemed advantageous by Hilshire.

2. Hilshire, in consideration of the performance of services hereunder by Spring Valley, agrees and binds itself to pay Spring Valley for all such work done, based upon the schedule of costs for such services as set forth in Exhibit "A" attached hereto and for all things made a part hereof. Spring Valley shall be authorized to revise such schedule of costs at any time, and from time to time, but no work shall be billed pursuant to such amended schedule except that work which is initiated following its receipt by Hilshire. Such schedule of costs shall reflect all actual costs of Spring Valley in providing such services including, but not limited to, hourly wages, benefits, material, equipment, insurance, overhead, and administration. Spring Valley shall invoice Hilshire for all such work done, which shall be due and payable within thirty (30) days following receipt of such invoice.

3. Neither party assumes liability hereunder for the negligent or wrongful acts or omissions of the other or by any officer, agent or employee of the other. Hilshire and Spring Valley do hereby specifically understand and agree that Spring Valley will perform services hereunder on an as available basis, and subject to the other conditions contained in Paragraph 1 hereof, and Spring Valley assumes no liability for any failure to appear or render services, and Hilshire does hereby hold Spring Valley harmless from and against any claim for any such failure to appear or render services.


4. This Agreement shall be effective for one (1) year after date hereof and shall be automatically renewed for successive renewal terms of one (1) year each unless either party gives notice to the other of non-renewal prior to the ninetieth (90th) day preceding the anniversary date of the original or any renewal term hereof. Provided further, either party may terminate this Agreement, at any time, upon thirty (30) days advance written notice thereof to the other.

5. Work done by Spring Valley pursuant to this Agreement shall be executed in a good, substantial and workmanlike manner, and upon completion of any such work, Spring Valley agrees to remove all tools, machinery, debris and materials remaining at a worksite. When requested, Spring Valley agrees to notify Hilshire of the date it intends to begin any requested work, and its estimated time of completion.

EXECUTED IN DUPLICATE ORIGINALS this the 27th day of September 2006.

CITY OF HILSHIRE VILLAGE

CITY OF SPRING VALLEY

By: 
Robin Border
Mayor


By: 
Michael Andrews
Mayor

EXHIBIT "A"

CITY OF SPRING VALLEY
CONTRACT LABOR COSTS
EFFECTIVE 10/01/2006

	Hilshire Village Hourly Rate	Hilshire Village O/T Rate
LABORER 2	35.05	52.57
LABORER 1	30.82	46.23
EQUIPMENT OPERATOR 2	47.83	71.74
EQUIPMENT OPERATOR 1	37.30	55.96
LABORER 3	38.89	58.34
UTILITY SUPERVISOR	55.55	83.33
BACKHOE	30.00	30.00
DUMPTRUCK	50.00	50.00

** Note: Rental of equipment or purchase of supplies a charge will be added.