

STATE OF TEXAS :

 :

COUNTY OF HIDALGO :

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF HIDALGO, AND
THE CITY OF LA VILLA, TEXAS,**

THIS Agreement is made on this the 6th day of September, 2011, by and between the **CITY OF LA VILLA, TEXAS**, hereinafter referred to as "La Villa", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as County, pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, La Villa is a [General Rule municipality] located in Hidalgo County, Texas; and

WHEREAS, County is a county in the State of Texas;

WHEREAS, La Villa desires to give permission to County to catch and transport stray cats and dogs within La Villa city limits and County agrees it is in its best interest of the County to catch and transport such stray cats and dogs to a designated animal shelter in order to protect the public health and welfare of the citizens of the County;

WHEREAS, the stray cats and dogs are contributing to the stray animal population in the rural areas of County Precinct No. One.

WHEREAS, County agrees to provide qualified animal control officers and vehicles to catch and transport stray cats and dogs within the La Villa city limits to the extent County has current revenues available to provide such officers and vehicular support to La Villa;

WHEREAS, La Villa agrees to pay all of the costs established by the designated animal shelter for services provided by the designated animal shelter for any stray dogs and cats caught within the La Villa city limits and transported to the designated animal shelter by the County;

WHEREAS, La Villa and County agree that County will have no obligation to pay any of the costs required by the designated animal shelter for services provided by the designated animal shelter for any stray dogs and cats caught within the La Villa city limits and transported to the designated animal shelter by the County and that the designated animal shelter is aware of and understands this Agreement;

WHEREAS, the County and La Villa are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. Govt. Code 791.001 *et. seq.*, which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

WHEREAS, La Villa will benefit from the County catching and transporting stray dogs and cats within the La Villa city limits to a designated animal shelter; and

WHEREAS, the County has determined it would be in the best interest of the County for the County to catch and transport stray cats and dogs found within the La Villa city limits to a designated animal shelter.

NOW, THEREFORE, La Villa and the County, in consideration of the mutual covenants expressed herein, agree as follows:

1. County agrees to provide qualified personnel to catch and transport stray dogs found within the La Villa city limits to a designated animal shelter and provide the material, labor and equipment necessary for such services.
2. La Villa grants permission to the County to enter the La Villa city limits to catch and transport stray dogs to a designated animal shelter.
3. La Villa agrees to pay all of the costs required by the designated animal shelter for services provided by the designated animal shelter for any stray dogs and cats caught within the La Villa city limits and transported to the designated animal shelter by the County.
4. La Villa agrees that failure to pay the costs required by the designated animal shelter shall constitute grounds for termination of this Agreement by the non-defaulting party and/or the County.
5. Each party agrees to conform to its own applicable laws, regulations, policies, and procedures with respect to the portion of the services under this Agreement performed by each party.
6. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.

7. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
8. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Sullivan City, and not otherwise.
9. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.
10. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to La Villa: City La Villa, Texas
 Attention: Hector Elizondo, Mayor
 La Villa City Hall
 916 S. Mike Chapa/P. O. Box 60
 La Villa, Texas 78562

If to County: Hidalgo County, Texas
 Attention: Ramon Garcia, County Judge
 P.O. Box 758
 Edinburg, Texas 78540-0758

with copy to : Joel Quintanilla, Commissioner, Precinct No. 1
 1902 Joe Stevens Drive
 Weslaco, Texas 78596

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is

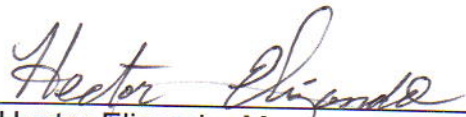
deposited in the United States mail.

11. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
12. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
13. **Assignment.** This Agreement shall not be assignable.
14. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
15. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.
16. **Authority to Execute.** The execution and performance of this Agreement by La Villa, Authority and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of La Villa, Authority and County in accordance with its terms.
17. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
18. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903.

19. **Term and termination period.** The term of this agreement shall continue until either party hereto terminates this agreement without cause on thirty days written notice.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF LA VILLA



Hector Elizondo, Mayor

ATTEST:



City Manager

HIDALGO COUNTY

Ramon Garcia, County Judge

ATTEST:

Arturo Guajadro, Jr. County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain