

STATE OF TEXAS

COUNTY OF HIDALGO

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE COUNTY OF HIDALGO, AND  
THE CITY OF PROGRESO**

THIS Agreement is made on this 7<sup>th</sup> day of May 2013, By and between the **CITY OF PROGRESO, TEXAS**, hereinafter referred to as "Progreso" 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**, PROGRESO is a located in Hidalgo County, Texas; and

**WHEREAS**, COUNTY is a county in the state of Texas;

**WHEREAS**, PROGRESO desires to give permission to COUNTY to capture and transport stray animals within Progreso city limits and COUNTY agrees it is in its best interest of the county to capture 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 animals are contributing to the stray animal population in the rural areas of the County Precinct No. One.

**WHEREAS**, COUNTY agrees to provide qualified animal control officers and vehicles to capture and transport stray animals within the Progreso city limits to the extent COUNTY has current revenues available to provide such officers and vehicular to support to PROGRESO;

**WHEREAS**, PROGRESO agrees to pay all of the costs established by the designated animal shelter for services provided by the designated animal shelter for any stray animals caught within Progreso city limits and transported to the designated animal shelter by the COUNTY;

**WHEREAS**, PROGRESO 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 animals caught within Progreso city limits and transport 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 PROGRESO are authorized to enter into this agreement pursuant 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**, PROGRESO will benefit from the COUNTY capturing and transporting stray animals within Progreso 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 capture and transport stray animals found within Progreso city limits to a designated animal shelter.

**NOW, THEREFORE**, PROGRESO and the COUNTY, in consideration of the mutual covenants expressed herein, agree as follows:

1. COUNTY agrees to provide qualified personnel to capture and transport animals found within Progreso city limits to a designated animal shelter and provide the material, labor and equipment necessary for such services.
2. PROGRESO grants permission to the COUNTY to enter Progreso city limits to capture and transport stray animals to a designated animal shelter.
3. PROGRESO agrees to pay all of the costs required by the designated animal shelter for services provided by the designated animal shelter for any stray animals caught within Progreso city limits and transported to the designated animal shelter by the COUNTY.
4. PROGRESO 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 wavier 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.



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 PROGRESO, 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 PROGRESO, Authority and COUNTY in accordance with its terms.
17. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose for governmental services or functions and will pay 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, ere 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 PROGRESO

  
\_\_\_\_\_  
Omar Vela, 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