

**INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND  
THE CITY OF MCALLEN**

**WHEREAS**, in accordance with the provisions of Chapter 791 of the Texas Government Code, Hidalgo County (hereinafter referred to as the "County") and the CITY OF MCALLEN (hereinafter referred to as "City ") execute this Agreement in furtherance of governmental functions and to provide for rabies and prevention control in accordance with the terms and provisions contained in this Agreement;

**WHEREAS**, Chapter 826 of the Health and Safety Code provides counties may adopt a local rabies control program in the County and set local standards that are equal to or more stringent than the program established by Chapter 826;

**WHEREAS**, City has a multi-faceted rabies control program and leash law ordinances to control animals as well as agreements with not for profit entities to control stray animals within City which prevents contact of animals with other animals preventing the spread of rabies;

**WHEREAS**, County desires City to provide City's expertise in controlling the spread of rabies within Hidalgo County;

**WHEREAS**, County has a population of strays that have not been vaccinated for rabies and the population of strays is increasing; and

**WHEREAS**, County and City are desirous of reducing the increasing population of stray animals within Hidalgo County.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained and other good and valuable consideration, the receipt of which is mutually acknowledged, City and County agree as follows:

1. City shall provide services to eliminate stray animals including contracting with not for profit entities to control the population of stray animals in Hidalgo County.
2. County shall provide funding of Forty Eight Thousand Five Hundred and no/100ths dollars (\$48,500.00) to the City for control of stray animals to further rabies prevention.
3. County agrees to pay City within ten (10) days of City's invoice to County, for control of stray animals in Hidalgo County.
4. The term of this Agreement shall be one (1) year commencing with the date of this Agreement.
5. Each party agrees to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to the portion of the work 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 the parties hereto, 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 County: Hidalgo County, Texas  
Attention: Ramon Garcia, County Judge  
302 W. University Drive  
Edinburg, Texas 78539

If to City: City of McAllen  
Attn: City Manager  
1300 Houston Avenue  
McAllen, Texas 78505

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 each of the parties hereto have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.
17. **Amendment.** This Agreement may be amended upon the written agreement of the parties hereto.
18. **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.
19. **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.

**IN WITNESS WHEREOF**, City and County have caused this Agreement to be executed by their authorized officer effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**HIDALGO COUNTY**

By: \_\_\_\_\_  
Ramon Garcia, County Judge

ATTEST:

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: \_\_\_\_\_  
Stephen L. Crain

**CITY OF MCALLEN**

By: \_\_\_\_\_  
Roel Rodriguez, P.E., City Manager

ATTEST:

  
\_\_\_\_\_  
Annette Villarreal, City Secretary



APPROVED AS TO FORM:

By: \_\_\_\_\_  
Kevin Pagan, City Attorney