

HIDALGO COUNTY §
 §
STATE OF TEXAS §

**AGREEMENT BY AND BETWEEN THE SAN JUAN CEMETERY ASSOCIATION
AND HIDALGO COUNTY, TEXAS**

The Agreement is made effective on the ____ day of _____, 201__ by between the San Juan Cemetery Association, a Texas non-profit corporation (“San Juan”) and the County of Hidalgo, Texas (“County”);

WHEREAS, San Juan is a non-profit Texas corporation which manages and owns a public non-perpetual care cemetery;

WHEREAS, San Juan’s cemetery has one or more grave markers more than fifty (50) years old;

WHEREAS, section 713.028 of the Texas Health and Safety Code provides for the purposes of historical preservation or public health, safety or welfare, a commissioners court may use public funds, county employees, county inmate labor as provided by Article 43.19, Code of Criminal Procedure, and county equipment to maintain a cemetery that has a grave marker more than 50 years old;

WHEREAS, San Juan’s cemetery requires maintenance work as more particularly described on Exhibit A attached hereto (the “Work”);

WHEREAS, by virtue of the authority in section 713.028 of the Health and Safety Code, Hidalgo County agrees to perform the Work.

NOW THEREFORE, San Juan and County in consideration of the mutual covenants expressed hereinafter, agree as follows;

1. County agrees to provide all labor and equipment necessary to perform and complete the Work;
2. San Juan authorizes County to perform the Work and services described herein within its cemetery.
3. The parties agree that County will be released of any and all duties and liabilities imposed by this Agreement, following completion of the Work described in this Agreement.

4. The parties hereto agree to coordinate work schedules in order to provide minimal disruption to the public visiting San Juan's cemetery;
5. **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 any 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 provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
6. **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.
7. **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 San Juan and District, and not otherwise.
8. **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.
9. **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 personally delivered against a written receipt, or 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 San Juan: San Juan Cemetery Association
405 Cemetery Road
San Juan, Texas 78589

If to County: Hidalgo County
Attention: County Judge
302 W. University Drive
Edinburg, Texas 78539

With copy to: Commissioner, Precinct No. 2
Attention: Hector Palacios, Commissioner
300 West Hall Acres, Suite G
Pharr, Texas 78577

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.

10. **SUCCESSORS.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, and assigns where permitted by this Agreement.

11. **AUTHORITY TO EXECUTE.** The execution and performance of this Agreement by San Juan and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of San Juan and County in accordance with its terms.

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

SAN JUAN CEMETERY ASSOCIATION

By: _____

HIDALGO COUNTY, TEXAS


By: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By:  _____

Stephen L. Crain

EXHIBIT A

Overlay of approximately 4,400 linear feet of 22 foot wide roadway, such roadway more particularly described in Exhibit A-1.

PENGAD 800-631-6989
EXHIBIT
A-1

