

STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL AGREEMENT BETWEEN HIDALGO COUNTY, TEXAS
AND THE CITY OF SULLIVAN CITY, TEXAS**

THIS Interlocal Agreement (“Agreement”) is made and entered into by between Hidalgo County, Texas (“County”) and the City of Sullivan City, Texas (the “City”) which are political subdivisions of the State of Texas (collectively referred to as the “Parties” and individually referred to as the “Party”) on the 9th day of September, 2014.

WITNESSETH:

WHEREAS, Texas Government Code, Chapter 791, the Interlocal Cooperation Act provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the Parties;

WHEREAS, law enforcement agencies have advised the Parties (a copy of such law enforcement letter is attached hereto as Exhibit A) of undocumented aliens hiding within high grassy areas in the right of way of various streets within City which streets are more particularly described in Exhibit B attached hereto (the “Streets”) and such streets form a connecting link to County roads; and

WHEREAS, such high grassy areas attract and have attracted rodents, snakes, possums and other vermin constituting a public health concern.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follow:

1. TERM OF CONTRACT

The term of this Agreement shall begin as of the date of the last Party’s execution of this Agreement and continue for sixty (60) days unless otherwise terminated pursuant to the terms of this Agreement.

2. RESPONSIBILITIES OF COUNTY

County in order to protect the public safety, health and welfare of the residents of the County shall provide equipment and personnel to shred the right of way along

the Streets of City which Streets are either extensions of County roads or form a connecting link to County roads.

3. City, pursuant to Tex. Trans. Code §251.012, authorizes County to perform the work described herein.

4. TERMINATION

Either Party to this Agreement has the right to terminate this Agreement, for convenience and without cause, by providing written notice which must be received by the other Party no less than ten (10) calendar days prior to the termination of the Agreement.

5. MISCELLANEOUS:

5.1 SEVERABILITY. The Parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State of Texas, the Parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.

5.2 CHOICE OF LAW. This Agreement shall be governed by the laws of the State of Texas and is performable in Hidalgo County, Texas.

5.3 AMENDMENT. This Agreement may only be amended in writing if agreed upon by the Parties, and approved by the governing body of each Party.

5.4 ASSIGNMENT. Except as otherwise provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the written consent of all Parties to this Agreement. Any attempt to assign or delegate such rights or duties shall be consistent with the terms of any contracts, resolutions, indemnities, and other obligations of this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties. All other existing arrangements between County and Bluebonnet will be honored under this Agreement.

5.5 NO PERSONAL BENEFIT. No Party intends to benefit any person who is not named as a Party to this Agreement, to assume any special duty to supervise the operations of another Party, to provide for the safety of any specific person or to assume any other duty other than that imposed by general law.

5.6 NOTICE. Any notice given hereunder shall be in writing, and may be affected by personal delivery, or by registered or certified mail, return receipt requested, at the address of the respective Parties indicated below:

If to Sullivan City: City of Sullivan City
Attention: Rosendo "Cheno" Benavides
P.O. BOX 249
Sullivan City, Texas 78595-0249

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

With copy to: Joe Flores, Commissioner, Precinct No. 3
P.O. Box 607
Mission, Texas 78573

5.7 PARAGRAPH HEADINGS. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any section thereof.

5.8 ATTORNEY FEES. In any lawsuit concerning this Agreement, the prevailing Party, shall be entitled to recover reasonable attorney's fees from the non prevailing Party, plus all out-of-pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and other reasonable expenses.

5.9 GOVERNMENT IMMUNITY. The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity. Each Party shall be responsible for its own employees and the acts of its own employees.

5.10 COMPLIANCE WITH APPLICABLE LAWS. The Parties hereby agree to comply with all applicable ordinances, laws, rules regulations and lawful orders of any public authority with jurisdiction.

5.11 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 District and County, and not otherwise.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY

By: Ramon Garcia
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 9/9/14

ATTEST:

Arturo Guajardo Jr.
Arturo Guajardo, Jr., County Clerk

CITY OF SULLIVAN CITY, TEXAS

By: Rosendo Benavides
Rosendo "Cheno" Benavides, Mayor

ATTEST:

Armida Mercado
Armida Mercado, City Secretary

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: Stephen L. Crain
Stephen L. Crain

Atty: Commissioner Flores Exhibit A



HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J. E. "EDDIE" GUERRA

Joe M. Flores
Hidalgo County Commissioner, Pct 3
24 N. Breyfogle Street
Mission, Texas 78572

Dear Commissioner Flores:

I am humbly requesting your assistance with two safety issues that have been brought to my attention. The first issue at hand is the overgrown grass in the following roads: Guadalupe Flores Road, El Pinto Road, El Faro Road, Military Road and under the Kitty Creek Bridge.

The overgrown grass in these roads is of great concern to all law enforcement personnel because they create a safety and hazardous environment. One of the major problems that they create is the formation of numerous hiding places for illegal immigrants.

The second issue is the lack of road maintenance in several roads that are traveled constantly by our law enforcement personnel. The poor condition of these roads have led to several accidents and are especially dangerous to our department and other law enforcement personnel when we engage in high speed pursuits.

The citizens of Sullivan City and the communities of Havana, Los Ebanos and Cuevitas are asking that we help them in resolving these two very serious issues. Your participation in this project will alleviate a lot of the concerns that the citizens are facing and will also provide a safer environment for all law enforcement officers to perform their job responsibilities.

Thank you in advance for you prompt attention to this request . If you need further information please do not hesitate to contact me at (956) 383-8114.

Sincerely,


J.E. "Eddie" Guerra
Hidalgo County Sheriff

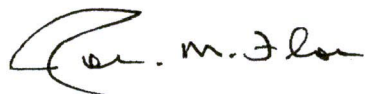


EXHIBIT B

Guadalupe Flores Road

El Pinto Road

Military Road

Kitty Creek Bridge

El Faro Road

Colorado Street

Gardenia Road.