

STATE OF TEXAS §

COUNTY OF HIDALGO §

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

THIS Interlocal Agreement ("Agreement") is made and entered into by between Hidalgo County, Texas ("County") and the City of Granjeno, 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 _____ day of _____, 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, the Hidalgo County Health Department has advised the Parties (a copy of such is attached hereto as Exhibit A) to clean a tract of real property, more particularly described in Exhibit B attached hereto located in Granjeno, Texas on which there is scheduled a city wide event;

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 City's, public facility.

3. 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.

4. MISCELLANEOUS:

4.1 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.

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

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

4.4 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.

4.5 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.

4.6 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 Granjeno: City of Granjeno, Texas
Attention: Yvette Cabrera
6603 S. FM 494
Granjeno, Texas 78572

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

4.7 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.

4.8 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.

4.9 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.

4.10 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 City 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: 10/14/14

ATTEST:

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

CITY OF GRANJENO, TEXAS

By: _____

Yvette Cabrera, Mayor

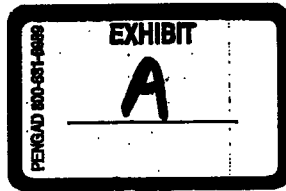
ATTEST:

_____, City Secretary

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: Stephen L. Crain
Stephen L. Crain



Hidalgo County Health Department

1304 S. 25th Street • Edinburg, Texas 78539
Tel: (956) 383-6221 • Fax: (956) 383-8864

Iván Meléndez, M.D., M.B.A.
Health Authority/Chief Physician

Eduardo Olivarez
Chief Administrative Officer

MEMORANDUM

To: Commissioner Joe Flores

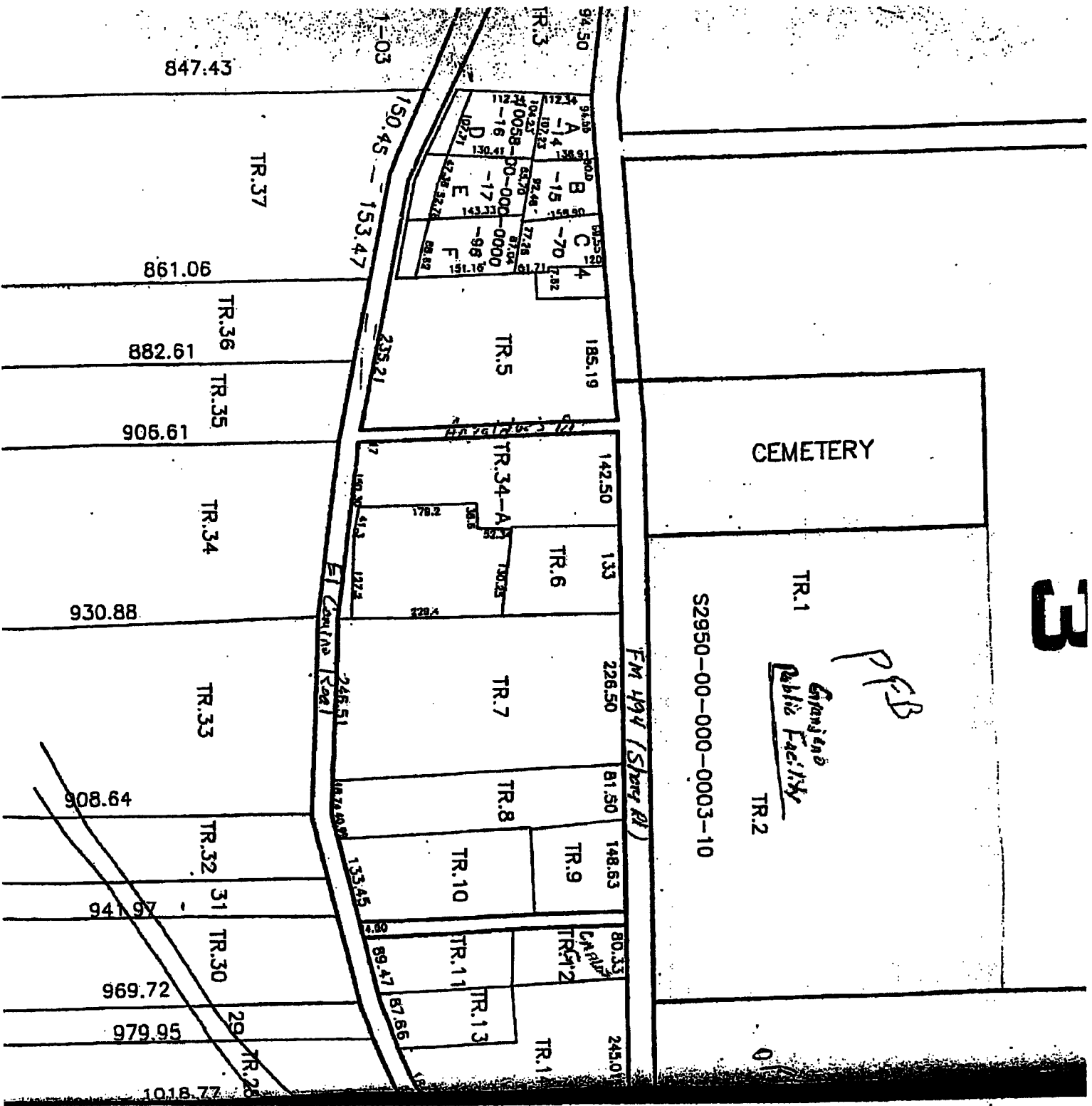
From: Eduardo Olivarez, Chief Administrative Officer 

Date: October 2, 2014

RE: Weedy Lot

I am requesting your assistance to help resolve a potential health risk. We have been made aware that the City of Granjeno will be holding a city wide event which will involve several hundred participants. Considering our current situation involving the potential for West Nile and Dengue Infections I am requesting assistance from the county to assist in mowing and cleaning weedy lots that are adjacent to the event site.

Our assessment shows that there is a large population of mosquitos therefore to discourage any potential harm to the residents your assistance in cleaning these lots would be highly recommended.



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CEMETERY

TR.1

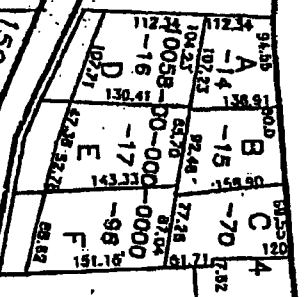
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PFB
Grand
Public Facility

TR.2

FM 494 (Spur Rd)

TR.3



TR.5

TR.34-A

TR.6

TR.7

TR.8

TR.10

TR.11

TR.13

TR.14

847.43

TR.37

861.06

TR.36

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TR.35

906.61

TR.34

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TR.33

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TR.32

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TR.30

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TR.28

1018.77

1-03

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El Cometa Road

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