

HIDALGO COUNTY       §  
                                  §  
STATE OF TEXAS       §

FILED  
AT 3:30 O'CLOCK P.M.  
FEB 14 2017  
ARTHUR WALKER JR., COUNTY CLERK  
HIDALGO COUNTY, TEXAS  
DEPUTY

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

The Agreement is made effective on the 10<sup>th</sup> day of January, 2017 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: Eduardo "Eddie" Cantu, Commissioner  
                                  300 West Hall Acres, Suite G  
                                  Pharr, Texas 78577



## EXHIBIT A

Overlay of approximately 3,530 linear feet of 18 foot wide roadway, such roadway more particularly described in Exhibit A-1.

**AI-57923****Precinct #2 19. G.****CC - REGULAR****Meeting Date:** 01/10/2017**Submitted For:** Eddie Cantu, COMM. PCT. #2**Submitted By:** Esther Perez, COMM. PCT. #2**Department:** COMM. PCT. #2**Information****CAPTION**

Approval to terminate current agreement with City of San Juan Cemetery Association and commence with revised limits agreement with San Juan Cemetery Association and the County of Hidalgo, TX to overlay the roadways within the cemetery.

**BACKGROUND**

Current agreement previously approved by CC12/22/14 AI#47852

**Fiscal Impact****FISCAL YEAR:****ACCT. #:****FUNDS AVAILABLE Y/N?:****MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

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

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.

Refer to AI-47852 12/22/14 for previous agreement.

**Attachments**Agreement**Form Review**

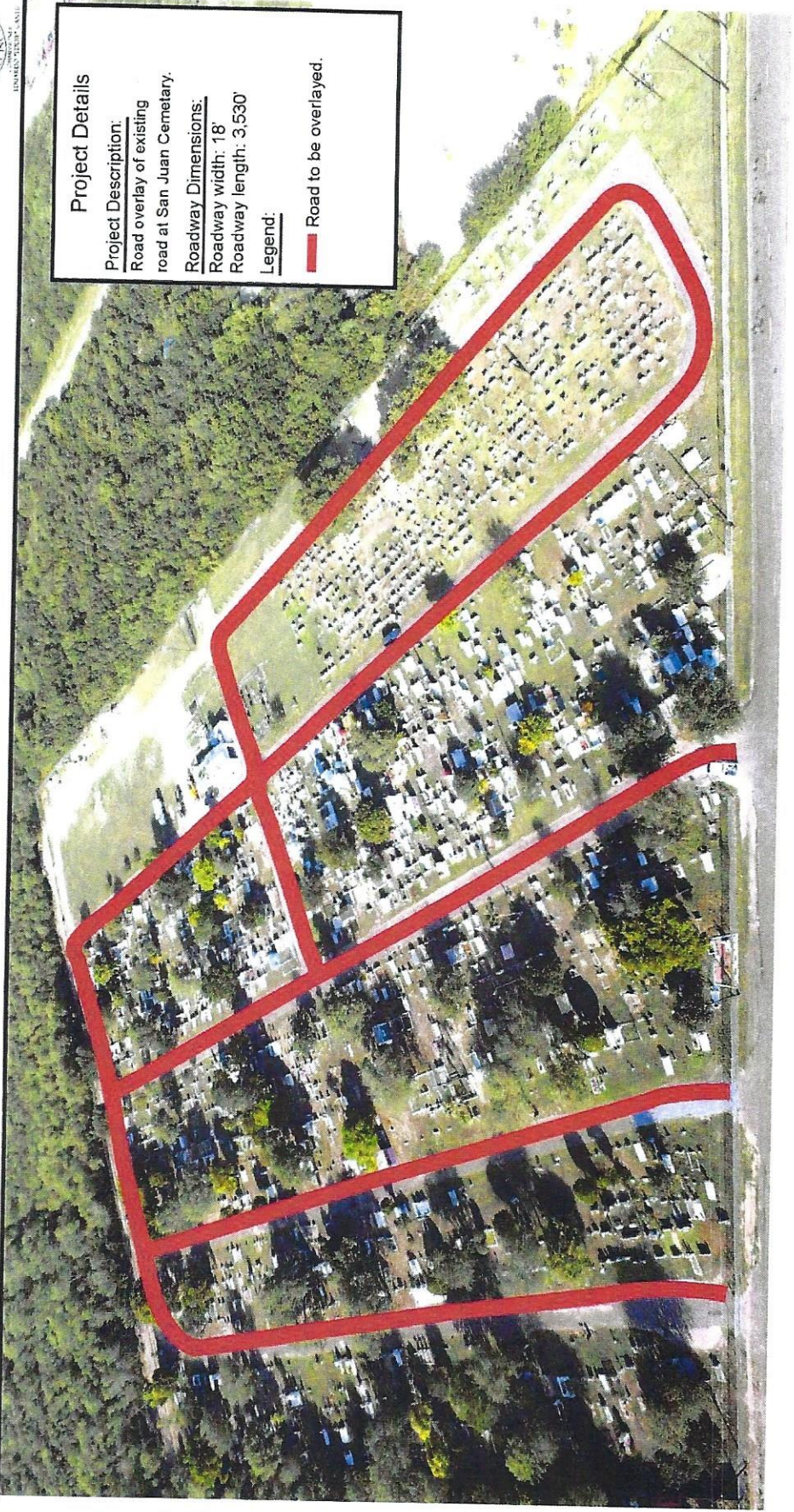
<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	01/05/2017 11:36 AM
Final Approval	Monica Badillo	01/06/2017 05:49 PM
Form Started By: Esther Perez		Started On: 01/04/2017 05:11 PM
Final Approval Date: 01/06/2017		

# SAN JUAN CEMETARY PROJECT

(Area to be upgraded)



**Project Details**  
**Project Description:**  
Road overlay of existing road at San Juan Cemetery.  
**Roadway Dimensions:**  
Roadway width: 18'  
Roadway length: 3,630'  
**Legend:**  
— Road to be overlaid.



**To:** "Armando Garza Jr." <[armando.garzajr@co.hidalgo.tx.us](mailto:armando.garzajr@co.hidalgo.tx.us)>  
**Subject:** San Juan Cemetery

Good afternoon Mr. Garza:

As per Mr. Crain, see the attached Agreement in connection to the San Juan Cemetery. Should you have any questions, please call our office.

Thank you,

Marynel Trevino-Rodriguez, Secretary for  
Stephen L. Crain & J. Joseph Vale  
**ATLAS, HALL & RODRIGUEZ, LLP**  
818 Pecan Blvd. (78501)  
P. O. Box 3725  
McAllen, Texas 78502  
Direct Dial Number (956) 632-8221  
Main Number (956) 682-5501  
Fax Number (956) 686-6109  
E-mail Address [scrain@atlashall.com](mailto:scrain@atlashall.com)

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**Pct 2 Logo Design small.jpg**  
165 KB

**Zimbra****erika.zamora@co.hidalgo.tx.us****Re: San Juan Cemetery****From :** Esther Perez <esther.perez@co.hidalgo.tx.us>

Tue, Dec 27, 2016 03:51 PM

**Subject :** Re: San Juan Cemetery

5 attachments

**To :** Armando Garza Jr. <armando.garzajr@co.hidalgo.tx.us>**Cc :** eduardo cantu <eduardo.cantu@co.hidalgo.tx.us>, erika zamora <erika.zamora@co.hidalgo.tx.us>

Okay, will work on it.

**Esther Perez**

Accounts Payable Specialist III

Hidalgo County Precinct #2

300 West Hall Acres, Suite G

Pharr, Tx 78577

(956) 787-1891 Ext. 2027

[esther.perez@co.hidalgo.tx.us](mailto:esther.perez@co.hidalgo.tx.us)**From:** "Armando Garza Jr." <armando.garzajr@co.hidalgo.tx.us>**To:** "Esther Perez" <esther.perez@co.hidalgo.tx.us>**Cc:** "eduardo cantu" <eduardo.cantu@co.hidalgo.tx.us>, "erika zamora" <erika.zamora@co.hidalgo.tx.us>**Sent:** Tuesday, December 27, 2016 3:44:51 PM**Subject:** Fwd: San Juan Cemetery

Esther,

Please add the attached agreement for road repairs at the San Juan Cemetery to the next Commissioners Court agenda (1/10/17).

Thank you.

Armando Garza Jr.

Chief Administrator

Hidalgo County Precinct 2

Begin forwarded message:

**From:** "Steve Crain" <[scrain@atlashall.com](mailto:scrain@atlashall.com)>**Date:** December 27, 2016 at 12:08:37 PM CST