

STATE OF TEXAS §
 §
CAMERON COUNTY §

INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE COUNTY OF CAMERON AND THE CITY OF LA FERIA

THIS AGREEMENT is entered into and between CAMERON COUNTY, hereinafter referred to as "COUNTY" and the CITY OF LA FERIA, hereinafter referred to as "CITY", on this 21st day of December, 2021, pursuant to the provisions of the Interlocal Cooperation Act as codified in Chapter 791 of the Texas Government Code, and under the authority of Section 251.012 of the Texas Transportation Code.

WHEREAS, CITY AND COUNTY are both "local governments" for purposes of the Interlocal Cooperation Act, and pursuant thereto have the authority to contract with one another to provide a governmental function or service that each party to the contract is authorized to perform individually; and

WHEREAS, the CITY finds that several of the roads and streets, and other rights-of-way within its boundaries and under the jurisdiction of CITY, are in a substandard or defective condition, which necessitates the need of roadway reconstruction and repairs; and

WHEREAS, the COUNTY also intends to provide for the repair and reconstruction of several streets, roads, and other right-of-way within its boundaries and jurisdiction, and as such will be soliciting bids or other appropriate public procurement in accordance with the Texas Local Government Code for outside services to provide county road and street infrastructure improvements, and is willing to include the CITY streets and roads provided herein in the scope of work; and

WHEREAS, the COUNTY and the CITY wish to enter into this Agreement and for the provision of a public purpose through governmental services in the repair of the streets listed below, which are to the benefit of both the citizens of the City of La Feria as well as the citizens of Cameron County in general, and as such are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq.;

NOW THEREFORE, the COUNTY and the CITY agree as follows:


1. LOCATION OF PROJECTS: The following streets located within La Feria, Texas will be included in the scope of work attached to the County's bid solicitation or other appropriate procurement for road improvements:
 - Memorial Dr. (Rabb Rd. To City Limit Sign)
 - Canal St. (1st. To 4th. St.)

- Canal St. (6th. To Front Rd.)
- West St. (Business 83 To 1st. St.)
- N. Parker Rd. (Business 83 To N. Property Line of S. Tx Haven Subdivision)
- Commercial Ave. (Main St. To East St.)
- Chelo Dr. (Main St. To Pancho Maples St.)
- Angelita Dr. (Chelo Dr. To Main St.)
- Spruce Ave. (West St. To Canal St.)
- Magnolia Ave. (East To West From Magnolia Heights)
- Magnolia Heights Ave. (Magnolia Ave. To Cul-De-Sac)
- Magnolia Ave. (Magnolia Ave. To Cul-De-Sac)
- West St. (Angelita Dr. To Pancho Maples St.)
- S. Parker Rd. (Magnolia Ave. To Lilac Ave.)
- East St. (Verbena Ave. To Jessamine Ave.)


2. **WORK AND SERVICES TO BE PERFORMED:** The COUNTY will provide supplemental engineering consultant services in the form of project administration, project construction letting, and construction management of the project listed in the Scope of Work, attached hereto, and incorporated by reference as if fully set forth herein.
3. The CITY will pay the COUNTY for costs of the engineering subconsultant for the projects in the amount of \$21,800. This amount will be paid within thirty (30) days from the date of execution of this Interlocal Agreement. Should additional services be necessary to complete the projects, the CITY will pay the costs for the additional engineering services.
4. The CITY will pay the COUNTY for the pro-rata costs of the construction and improvements of its roads and streets listed in paragraph 1, as included in the project, in an amount not to exceed One Million Two Hundred Thousand Dollars (\$1,200,000.00) and after bids are received through the approved Cameron County Competitive Bidding process. The CITY will be 100% responsible for the cost of its pro-rata share of the construction work under the scope of this agreement as it applies to the La Feria roads and streets listed in paragraph 1. This amount will be paid within thirty (30) days from the receipt of notice of acceptance of the lowest responsible bidder by Cameron County. Should additional services in the form of Construction Change Orders and or plan revisions be necessary to complete the City road projects in paragraph 1, the CITY will pay the costs for the additional services.
5. This Agreement constitutes a one-time agreement between the parties and does not constitute a continuing agreement or responsibility for maintenance by the COUNTY. Any future maintenance shall be the responsibility of the CITY.
6. The execution and performance of this Agreement by the COUNTY and the CITY have

been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the COUNTY and the CITY in accordance with its terms.

7. Each party agrees to conform to its own applicable laws, regulations, policies, and procedures with respect to the performance of the work and services under this Agreement. The Agreement shall have no legal force or effect until such time as it is properly adopted and approved by the CAMERON COUNTY COMMISSIONERS COURT and the CITY OF LA FERIA CITY COMMISSION.
8. All expenditures made under this agreement will be made from the current revenues of the paying party and under the authority of Texas Transportation Code Sec. 251.012.
9. COUNTY shall be responsible for making all payments to the successful bidder selected to provide the road infrastructure construction and repair pursuant to this Agreement and pursuant to applicable law, including but not limited to the Texas Prompt Payment Act; CITY shall not be held responsible for any claims or actions arising out of any non-payment by COUNTY.
10. COUNTY shall ensure that the successful bidder maintain appropriate levels of general and professional liability insurance, including amounts for bodily injury and property damage, with COUNTY and CITY named as additional insured.
11. This Agreement may be terminated by either party as a consequence of the failure of the other party, or the successful bidder, to fulfill its obligations as set forth in this Agreement. In the event of a dispute between CITY and COUNTY, each shall first try in good faith to negotiate with the other and provide for amicable resolution (including the provision of reasonable cure periods) prior to termination or engaging in other remedies.
12. This Agreement shall become effective upon the last of signatures below by the CITY or COUNTY and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.



Eddie Treviño, Jr., County Judge
Date: 1/20/2022



Olga H. Maldonado, Mayor
Date: _____

Attested By: 

Sylvia Garza-Perez, County Clerk



Attested By: 

Amanda Morales, City Secretary