

STATE OF TEXAS §
§
CAMERON COUNTY §

INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE COUNTY OF CAMERON AND THE CITY OF PRIMERA

THIS AGREEMENT is entered into and between CAMERON COUNTY, hereinafter referred to as "COUNTY" and the CITY OF PRIMERA, hereinafter referred to as "CITY", on this 25th day of March, 2022, pursuant to the provisions of the Interlocal Cooperation Act and under the authority of Section 251.012 of the Texas Transportation Code.

WHEREAS, Cameron County is a county in the State of Texas;

WHEREAS, the City of Primera is a town located in Cameron County, Texas;

WHEREAS, the CITY is in need of roadway reconstruction and repairs;

WHEREAS, the COUNTY has the equipment and personnel to assist in the rehabilitation of their infrastructure;

WHEREAS, the COUNTY and the CITY entered into an Interlocal Cooperation Agreement dated October 19, 2021 for the oversight of the design and competitive bidding of the subject project(s);

WHEREAS, the competitive bids received were in excess of the amount budgeted by the CITY and were unable to be awarded;

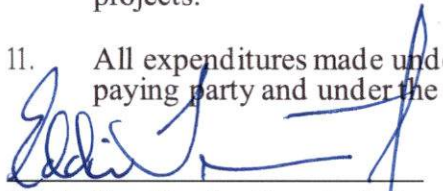
WHEREAS, the COUNTY intends to continue the partnership with the CITY and provide construction labor support and fixed material costs to reduce the burden on the CITY and facilitate the completion of the project(s);

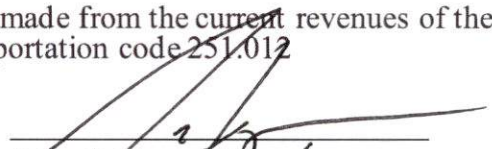
WHEREAS, the COUNTY and the CITY are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq.;

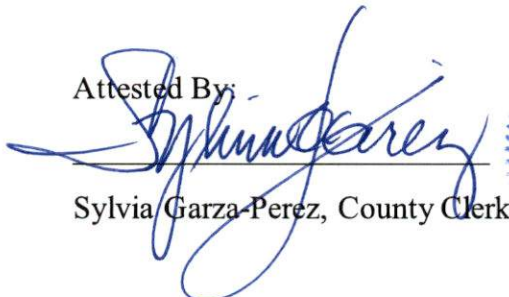
NOW, THEREFORE, COUNTY and CITY, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. LOCATION OF PROJECTS: Primera, Texas – Primera Road from Tamm Lane to Stuart Place Road (1.25 mi) and Burns Road from Primera Road, North to the Primera City Limits, a distance of approximately 1300 ft.
2. WORK AND SERVICES TO BE PERFORMED: The COUNTY will provide the labor and equipment to construct the projects 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 the actual cost of materials for the projects currently estimated to be \$385,000 based on current COUNTY Roadway Material Unit Bid Pricing (subject to escalation surcharge). This amount will be paid within thirty (30) days from the date of execution of this Interlocal Agreement. Should additional materials or cost overruns be necessary to complete the projects, the CITY will pay the costs for the additional materials.

4. The CITY will pay the COUNTY for costs of the engineering subconsultant for the Construction Management and Inspection 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.
5. The CITY will procure and contract with a 3rd party in a timely manner for the removal of approximately 4,000 linear feet of 10-foot-wide concrete pavement at a cost estimated to be \$85,000. This work will be coordinated with the COUNTY to ensure work is scheduled to coincide with construction activities performed by the COUNTY.
6. County and City will coordinate work schedules to provide for maximum safety and minimal disruption of traffic and operation during the construction of the Project as described herein.
7. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.
8. 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.
9. 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.
10. 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 PRIMERA COMMISSION. This Agreement shall terminate on completion of the projects.
11. 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 251.012


 Eddie Treviño, Jr., County Judge
 Date: 04/06/2022


 Jorge Ledezma, Mayor
 Date: 3/25/22

Attested By: 
 Sylvia Garza-Perez, County Clerk

