

CONTRACT NO. 2021C10349

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 12th day of October, 2021, 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;

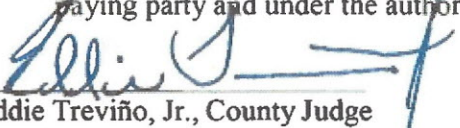
WHEREAS, the CITY needs roadway reconstruction and repairs;

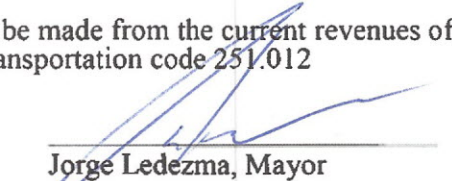
WHEREAS, the COUNTY has the equipment and personnel to assist in the rehabilitation of their infrastructure;

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

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 engineering consultant services (Topographic Survey, Construction Staking & PS&E), 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 \$60,940. 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 costs of the construction of the project after bids are received through the approved Cameron County Competitive Bidding process. The CITY will be 100% responsible for the cost of the construction work under the scope of this agreement. This amount will be paid within thirty (30) days from the date of the acceptance of the lowest responsible bidder by Cameron County. Should additional services in the form of Construction Change Orders be necessary to complete the projects, 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 MAYOR AND BOARD OF COMMISSIONERS FOR THE CITY OF PRIMERA. This Agreement shall terminate on completion of the projects.
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 251.012


Eddie Treviño, Jr., County Judge
Date: October 12, 2021


Jorge Ledezma, Mayor
Date: 10/19/21

Attested By: 
Sylvia Garza-Perez, County Clerk

