

STATE OF TEXAS            )  
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CAMERON COUNTY         )

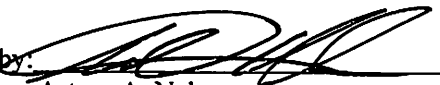
**AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT**


THIS AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT is entered into by and between the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, hereinafter referred to as “CCRMA” and the City of Los Fresnos, hereinafter referred to as “CITY”, pursuant to V.T.C.A., Government Code, and Chapter 791, whereby:

1. PURPOSE OF INTERLOCAL COOPERATIVE AGREEMENT: To allow the CCRMA, to develop Preliminary Engineering and Environmental documents as well as Plans, Specifications, and Estimates, and complete any project development activities required to develop the project to a Ready-to-Let Status for construction. This project has TASA funds for Construction at the Rio Grande Valley Metropolitan Planning Organization in addition to the local funds listed in this agreement being used to expedite project development.
2. PROJECT TO BE COMPLETED: To advance the FM 1847 Sidewalk Project to a Ready-to-Let Status with TxDOT. Project Limits are from the west side of FM 1847 (Paredes Line Road) to Resaca Retreat Dr, a distance of approximately 0.65 miles.
3. Amended and Restated Interlocal Cooperation Agreement: On May 26, 2022, the CCRMA and CITY had entered into an Interlocal Agreement regarding the FM 1847 Sidewalk Project. On February 16, 2023 the Interlocal Agreement was amended to include the funding required for the cost of the Pedestrian Pole Design work at the intersection of FM 1847 & FM 2480 and Construction Engineering for the construction of the sidewalk project and there is now a need for a second amendment to the Interlocal Agreement to include the additional funds required for the construction of the sidewalk project.
4. CCRMA HEREBY AGREES TO:
  - a. Utilize one of the CCRMA’s consultants to develop engineering/design plans within existing ROW, coordinate utility adjustments, and conduct environmental studies, and public involvement.
  - b. Coordinate with the Texas Department of Transportation (TxDOT) the necessary environmental document as well as design and engineering and coordination with any state and federal agencies on any issues arising during the environmental phase and design and engineering.
  - c. Conduct any public meetings or hearings required by TxDOT as part of the environmental process.
  - d. Provide monthly progress reports of activities to the CITY.
  - e. Provide for consultations with the environmental agencies.
  - f. Locally let the project through the CITY utilizing CCRMA staff and consultants.
  - g. CCRMA will serve as Project Manager.
  - h. Utilize one of the CCRMA’s consultants for the preparation of the pedestrian pole design and construction engineering.
  - i. To provide funding in the amount of \$49,364.10 for the overage between the construction budget and actual awarded contract.
5. CITY HEREBY AGREES TO:
  - a. To provide funding in the amount of \$47,113.44 for preparation of the pedestrian pole design and construction engineering activities.

- b. To provide funding for any local match for design, construction engineering, and construction required by TxDOT.
  - c. Sections 4(a) and 4(b) provide for obligations independent of any obligation of another local governmental entity.
  - d. To provide the necessary local match funding for the engineering, design, construction, and construction engineering of the sidewalk project.
  - e. To provide funding in the amount of \$49,364.10 for the overage between the construction budget and actual awarded contract.
6. It is specifically understood and agreed that in the event insufficient funds are appropriated and/or budgeted concerning the obligations under this Interlocal Cooperation Agreement on behalf of either of the Parties, then the Party with the insufficient funds shall notify the other Parties and this Interlocal Cooperation Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to the Party.
  7. Any payment made by either party will be made from current revenues of the paying party.
  8. This Interlocal Cooperation Agreement constitutes a one-time Agreement between the Parties and does not constitute a continuing Agreement for the CCRMA and CITY. The Interlocal Cooperation Agreement expires when the Projects are completed or a 30-day termination notice is given by either CCRMA or CITY.
  9. The Rules, Regulations and Orders of the CCRMA shall govern this Interlocal Cooperation Agreement and the Parties agree that the CCRMA shall supervise the performance of this Interlocal Cooperation Agreement. It is also agreed that the CCRMA has the authority to employ personnel to engage in other administrative or governmental functions and services necessary to fulfill the terms of this Agreement.
  10. The CCRMA and CITY hereby find that the foregoing goods and governmental functions and services are reasonably required for the Project and this Interlocal Agreement includes an agreement between the CCRMA and CITY pursuant to Tex. Gov't Code Section 791.025 to the extent applicable.
  11. This Interlocal Cooperation Agreement shall have no legal force or effect until such time as it is properly Adopted and Approved by the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS and the CITY OF LOS FRESNOS CITY COMMISSION.

Executed on this 12th day of December 2024.

Attested by:   
Arturo A. Nelson  
CCRMA Secretary

  
Frank Parker, Jr.  
CCRMA Chairman

Attested by: \_\_\_\_\_  
Jacqueline Moya  
City Secretary

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Alejandro Flores  
Los Fresnos City Mayor