

CONTRACT NO. 2021C10373

STATE OF TEXAS §
§
CAMERON COUNTY §

INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE COUNTY OF CAMERON AND THE TOWN OF COMBES

THIS AGREEMENT is entered into and between CAMERON COUNTY, hereinafter referred to as "COUNTY" and the TOWN OF COMBES, hereinafter referred to as "CITY", on this 26th 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 Town of Combes 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 are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq.;

1. LOCATION OF PROJECTS: Combes, Texas –
 - Nixon Road from FM 508 to Templeton Rd (1.0 mi)
 - 0.6 mi located within CITY limits; 0.4 mi located within the COUNTY.
 - Dishman St. from Madeley St. and SH 107(0.23 mi)
 - Kayla Ln. from Hand Rd. east to the cul-de-sac (0.38 mi).
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 located within the limits of the CITY in the amount of \$72,600. 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 within the city limits, 0.60 mi of 1.0 mi for Nixon Road and the entire cost for Dishman St. and Kayla Ln. 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 within the city limits. This amount will be paid within thirty (30) days from the date of the acceptance of the lowest responsible bidder by Cameron County. Should additionally services in the form of Construction Change Orders be necessary to complete the project within the city limits, 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 or damage to utilities by the COUNTY. Any future maintenance of the portion of the project within the city limits 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 ALDERMEN OF THE TOWN OF COMBES. 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 26, 2021


Marco Sanchez, Mayor

Date: 11-3-2021

Attested By

Sylvia Garza-Perez, County Clerk

