

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is entered into on this _____ day of _____, 2024 by and between the Rio Grande Valley Metropolitan Planning Organization (RGVMPO), represented by the Lower Rio Grande Valley Development Council (LRGVDC), hereinafter referred to as the "RGVMPO," and the City of Weslaco, hereinafter referred to as the "City" and the County of Hidalgo, by and through its Precinct 1, hereinafter referred to as the "County."

RECITALS:

WHEREAS, the RGVMPO is a regional entity responsible for transportation planning and programming activities within the Rio Grande Valley region; and

WHEREAS, the City of Weslaco is a political subdivision within the Rio Grande Valley region, located in Hidalgo County, Texas; and

WHEREAS, the County is a local government and a county in the State of Texas;

WHEREAS, the City and County are committed to the development and enhancement of transportation infrastructure within its jurisdiction; and

WHEREAS, the City and County have identified the need for a corridor study for the area known as the "SW Loop" to assess transportation needs, potential improvements, and future developments within the City (See attached correspondence to RGVMPO from City and County attached hereto as **EXHIBIT A**) ; and

WHEREAS, the City and County desire to engage the expertise of a consultant to conduct the aforementioned corridor study; and

WHEREAS, the RGVMPO has the capacity to assist the City and County in obtaining the services of a qualified consultant and to facilitate the completion of the corridor study; and

WHEREAS, the City and the County are willing to provide funding to the RGVMPO for the purpose of securing a consultant for the corridor study.

AGREEMENT:

Purpose: The purpose of this Agreement is to establish the terms and conditions under which the City and County will provide funding to the RGVMPO for the engagement of a consultant to conduct a corridor study for the City of Weslaco, within Hidalgo County Precinct 1, focusing on the area known as the "SW Loop."

Funding: The City and County agree to provide the RGVMPO thirty one thousand two hundred fifty dollars (\$31,250) each for a total sum of sixty-two thousand five hundred dollars (\$62,500) to be used exclusively for the engagement of a consultant to conduct the corridor study.

Scope of Work: The corridor study shall include, but not be limited to, an assessment of existing transportation infrastructure, traffic patterns, land use considerations, potential improvements, and future transportation needs within the SW Loop area of Weslaco. The consultant shall provide a comprehensive report detailing findings, recommendations, and potential strategies for enhancing transportation within the study area.

Consultant Selection: The RGVMPPO shall be responsible for the selection and engagement of a qualified consultant to conduct the corridor study. The RGVMPPO will follow the procurement process established by the LRGVDC for the selection, ensuring compliance with applicable procurement and contracting regulations.

Project Oversight: The RGVMPPO, the City, and the County shall collaborate throughout the duration of the corridor study. The City and the County shall have the opportunity to review and provide input on the scope of work, consultant selection, and the final report.

Timeline: The corridor study shall commence within thirty (30) days of the execution of this Agreement and shall be completed within twelve (12) months thereafter, subject to adjustments as mutually agreed upon by the parties.

Payment: The City and the County shall each pay half of the full agreed amount of sixty-two thousand five hundred dollars (\$62,500) within thirty (30) days of the execution of this Agreement.

Termination: Any party may terminate this Agreement with written notice to the other parties in the event of a material breach that remains uncured for thirty (30) days.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

[SIGNATURE PAGE TO FOLLOW]

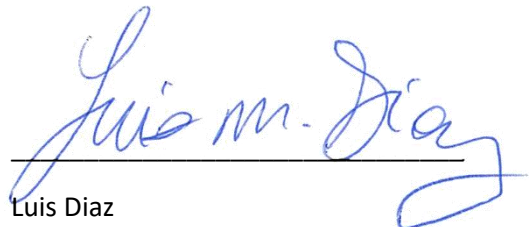
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

For RGVMPPO, represented by LRGVDC:

For City of Weslaco:

Printed Name: _____
Title: _____

Honorable Adrian Gonzalez
Mayor, City of Weslaco



Luis Diaz
RGVMPO Interim Executive Director

For County of Hidalgo:

Hon. Richard F. Cortez
Hidalgo County Judge

Attest:

Manuel Cruz
LRGVDC Executive Director

Arturo Guajardo, Jr.
County Clerk