



STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE
COUNTY OF HIDALGO AND CITY OF WESLACO, TEXAS
CONCERNING CERTAIN IMPROVEMENTS TO
MILE 10 NORTH FROM MILE 6 TO FM 1015 (Phase II)**

THIS agreement is made on this the 1st day of November 2022, by and between the City of Weslaco, Texas, hereinafter referred to as the "CITY" and the County of Hidalgo, Texas hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, the CITY is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, the COUNTY is a local government as defined by the Act, and a county in the State of Texas; and

WHEREAS, CITY and COUNTY entered into an Interlocal Cooperation Agreement on or about August 14, 2018, in which the COUNTY and CITY agreed to complete Phase I of improvements to Mile 10 North from Mile 6 to FM 1015 (the "Road") ;

WHEREAS, on or about January 29, 2019, CITY and COUNTY entered into a First Amendment to the Interlocal Cooperation Agreement regarding Phase I of improvements to the Road to address specific modifications.

WHEREAS, the CITY and COUNTY are in the process of completing Phase I of the improvements to the Road and desire to continue the project.

WHEREAS, the CITY and COUNTY now desire to cooperate in making needed Phase II transportation improvements (as hereinafter defined) to the Road as outlined in **Exhibit A (Project Map)** attached hereto and incorporated for all purposes;

WHEREAS, the CITY and COUNTY agree it is essential to develop this very important corridor, which is in much need of improvements, specifically in need of added capacity for increased safety; and

WHEREAS, the COUNTY and CITY desire to proceed with the development of the right way maps, field surveys, and the plans, specifications and estimates ("PS&E") ("Phase II");

WHEREAS, the CITY and COUNTY have secured funds toward the Construction and Right-of-Way costs of this project through the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) and TxDOT;

WHEREAS, the total Phase II project development cost is estimated to be \$3,387,772.00 of which the COUNTY will contribute an estimated amount of \$1,693,886.00 as outlined in **Exhibit B** (*Estimated Project Costs*) attached hereto and incorporated for all purposes;

WHEREAS, the CITY desires to cooperate by contributing a total sum amount of \$1,693,886.00 to the COUNTY toward the project development activities (see **Exhibit B**);

WHEREAS, the COUNTY will be the fiduciary agent for this Project and assume the role of project development lead;

WHEREAS, the CITY agrees COUNTY assumes the role of project sponsor to develop Phase II of the Road within the limits of the City; and

WHEREAS, the COUNTY and CITY are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et. Seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW, THEREFORE, COUNTY and CITY, in consideration of the mutual covenants expressed hereinafter, agree to enter into this agreement as follows:

1. The County agrees to complete Phase II of the project development, more particularly described in Exhibit A and Exhibit B attached hereto and made a part hereof for all purposes that relate to Phase II. The County agrees to use its best efforts to complete Phase II of the project as described herein by November 30, 2026. County may, with the written consent of the City, extend the time period to complete Phase II if needed. The term of the Agreement shall be from the effective date of this Agreement to the date indicated herein or when Phase II of the project is completed or as otherwise agreed to by the parties.
2. The road at various points passes through the jurisdiction of City and County and forms a connecting link or integral part of the County road system.
3. The City shall pay County as its contribution for Phase II of the Project the sum of \$1,693,886.00 in four equal installments with the first payment of \$423,471.50 due July 1, 2023. The second payment in the same amount will be due 90 days after first payment, the third payment in the amount of \$423,471.50 will be due 180 days after that and the fourth and final payment in the amount of \$423,471.50 will be due 270 days after that.
4. City, pursuant to Tex. Trans. Code 251.012, authorizes County to perform the work and services described herein within its corporate city limits.
5. 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.

6. Any actual costs in excess of the estimated cost (attached to this Agreement as Exhibit B) shall be shared by City and County equally. Any amount that is not utilized in Phase II shall be reimbursed back to City and County equally.
7. **Term:** The term of the Agreement shall be as indicated in numbered paragraph 1.
8. **Termination:** Either Party may terminate this Agreement with or without cause upon thirty (30) days written notice to each other.
9. **Conflict of Applicable Law:** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
10. **No Waiver:** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
11. **Entire Agreement:** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agreement or representative) and representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the CITY and County, and not otherwise.
12. **TEXAS LAW TO APPLY:** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.
13. **Notice:** Except as maybe otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City: City of Weslaco
Attention: Honorable David Suarez
255 S. Kansas Ave.
Weslaco, Texas 78596

If to County: Hidalgo County, Texas
Attention: Hon. Richard Cortez, County Judge
100 E. Cano St., Second Floor
Edinburg, Texas 78539

With copy to: Honorable David Fuentes, Commissioner Pct. #1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Each notice, demand, request or communication which shall be delivered mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee, or, if mailed, at such time as it is deposited in the United States mail.

14. **Additional Documents:** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this agreement.
15. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
16. **Assignment:** This Agreement shall not be assignable.
17. **Headings.** The headings and captions contained in this Agreement are solely for the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
18. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.
19. **Authority to Execute.** The execution and performance of this Agreement by the City and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the City and County in accordance with its terms.
20. **Governmental Purpose.** Each party hereto is entering into the agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
21. **Commitment or Current Revenues Only.** In the event that during any term hereof; the governing body of any party does not appropriate sufficient funds to meet the

obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

22. **INDEMNIFICATION:** TO THE EXTENT ALLOWED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, THE CITY AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE COUNTY, ITS AGENTS, EMPLOYEES AND OFFICERS FROM AND AGAINST ANY CLAIM, LOSS, DAMAGE, LIABILITY AND EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED OR SUFFERED BY IT, BY REASON OF ANY AND ALL CLAIMS, DEMANDS OR CAUSES OF ACTION ASSERTED OR THAT MAY BE ASSERTED, AGAINST ANY OR ALL OF THE ABOVE NAMED PARTIES, WHETHER ALLEGING INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS, AND WHETHER SEEKING COMPENSATORY OR PUNITIVE DAMAGES, AND INVOLVING, ARISING OUT OF, OR IN ANY MANNER RELATED TO THIS AGREEMENT.
23. **Insurance:** Each entity will carry sufficient liability insurance and any other insurance required by law at the statutorily required limits, pursuant to the Texas Tort Claims Act.
24. **Immunities:** It is expressly understood and agreed that, in the execution of this agreement, neither the City nor County waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercising of governmental powers and functions.
25. **Non-Discrimination:** City and County, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement. See Title VI of the Civil Rights Act of 1964, as amended.
26. **Required Contract Provision for Contracts Subject to Federal Award (if applicable):** Pursuant to 2 CFR 200.327, a non-federal entity's contracts must contain the applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. If applicable, the applicable contract clauses can be found in the revised 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.
27. **Governing Provisions:** Parties shall comply with all applicable laws and regulations.
28. **Legal Construction/Severability:** In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other

provision thereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

29. **Prior Agreements:** This Agreement supersedes and terminates all previous Interlocal Agreement(s) between the parties hereto concerning the subject matter hereof, except for any Interlocal Agreement dated prior to this Agreement to the extent work is being performed under said Agreement at the time of executing this Agreement. Once ongoing work under any such previous Interlocal Agreement(s) is completed and payment is remitted such previous Interlocal agreement shall terminate at such time.

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

COUNTY OF HIDALGO, TEXAS

BY: Richard F. Cortez
Richard F. Cortez, Hidalgo County Judge

ATTEST:
By: Arturo Guajardo, Jr.
Arturo Guajardo, Jr.
Hidalgo County Clerk



CITY OF WESLACO
BY: David Suarez
David Suarez, Mayor

ATTEST:
BY: Norma A. Cantu
Norma A. Cantu, City Secretary

APPROVED AS TO FORM:
BY: Juan E. Gonzalez
Juan E. Gonzalez, City Attorney
WCC 11/01/22

Approved by the Hidalgo County Commissioner's Court on 11/29/22
AI# 88517

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.
By: _____
Robert Viña, III, Assistant District Attorney

STATE OF TEXAS §
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COUNTY OF HIDALGO §

**APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project regarding certain road improvements (Phase II) to Mile 10 North from Mile 6 to FM 1015, a section which is in part within the city limits of Weslaco and in part within County jurisdiction through an Interlocal Cooperation Agreement to be entered into with the City of Weslaco, Texas, and Hidalgo County.

By vote on Nov. 29 2022, the Hidalgo County Commissioners Court has approved the Project identified above.

Richard F. Cortez
By: Richard F. Cortez, County Judge

ATTEST:

By: Arturo Guajardo, Jr.
Arturo Guajardo, Jr.
Hidalgo County Clerk



Approved by the Hidalgo County Commissioner's Court on 11/29/22
AT 88517

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.
By: _____
Robert Viña, III, Assistant District Attorney

EXHIBIT "B"
MILE 10 NORTH PROJECT (MILE 6 TO FM 1015)
ESTIMATED PROJECT COSTS

| | | | | |
|---|--------------------------------|-------------------------------------|-----------------------------|-----------------|
| ROADWAY PROJECT LIMITS | MILE 10 | | | |
| EXISTING ROADWAY | from Mile 6 to FM 1015 | | | |
| EXISTING ROW WIDTH | 40-ft Rural | | | |
| PROPOSED ROADWAY | 65' to 100' Varies | | | |
| PROPOSED ROW WIDTH | 4-lane divided urban | | | |
| ESTIMATED CONSTRUCTION COST ... (ROADWAY ONLY) | USUAL 80-FT AND MAXIMUM 100-FT | | | |
| ESTIMATED CONSTRUCTION COST ... (OUTFALLS C1 & C4) (1.9 Miles +0.5 Miles) | \$18,600,000.00 | | | |
| ESTIMATED CONSTRUCTION COST Bicycle Trail | \$4,118,400.00 | | | |
| LENGTH FOR 4-LANE ROADWAY (MILES) | \$1,200,000.00 | | | |
| LENGTH FOR OUTFALLS TO BE PURCHASED CLEANED AND IMPROVED | 3.0 Miles | | | |
| | 2.4 Mile | | | |
| ESTIMATED PROJECT COSTS | ESTIMATED % LOCAL COST | TOTAL ESTIMATED PROJECT COST | ESTIMATED LOCAL COST | |
| PHASE I - INTERLOCAL COOPERATION AGREEMENT | | | | |
| PHASE I - EA, PUBLIC INVOLVEMENT & SCHEMATIC DESIGN | | | | |
| Determ. of Local Costs vs State Cost/Feas. Study and Agreements/ AFA with TxDOT/LPA coord. Etc | 100% | \$ 45,000.00 | \$ 22,500.00 | \$ 22,500.00 |
| Environmental Document with TxDOT | 100% | \$ 135,000.00 | \$ 67,500.00 | \$ 67,500.00 |
| Public Involvement for the project with stakeholders and 1 Public Meeting | 100% | \$ 67,200.00 | \$ 33,600.00 | \$ 33,600.00 |
| Archeological and Historical Research | 100% | \$ 30,000.00 | \$ 15,000.00 | \$ 15,000.00 |
| Engineering Technical Support at Public Mtgs with Layouts etc | 100% | \$ 31,900.00 | \$ 15,750.00 | \$ 15,750.00 |
| Schematic for Roadway & OUTFALLS | 100% | \$ 236,640.00 | \$ 118,320.00 | \$ 118,320.00 |
| Intersection Layouts (Mile 5 1/2, FM 88, Mile 4 1/2, Mile 4, Mile 3 1/2 and FM 1015) | 100% | \$ 65,000.00 | \$ 32,500.00 | \$ 32,500.00 |
| Traffic Data Request as per TxDOT Directive | 100% | \$ 40,000.00 | \$ 20,000.00 | \$ 20,000.00 |
| Traffic Signal Warrants (6 Locations) | 100% | \$ 54,000.00 | \$ 27,000.00 | \$ 27,000.00 |
| Hydrological Map for 4 Outfall Drain Ditches outfalls & capacities | 100% | \$ 90,000.00 | \$ 45,000.00 | \$ 45,000.00 |
| Office Surveys for Schematic (Prel. Ownership Identification and Property Rights) ROADWAY | 100% | \$ 70,000.00 | \$ 35,000.00 | \$ 35,000.00 |
| Office Surveys for Sch. (Prel. Ownership Identification and Property Rights) 1.5 MILES OF OUTFALLS | 100% | \$ 35,000.00 | \$ 17,500.00 | \$ 17,500.00 |
| Preliminary Compensable Utilities Identification on Schematic (ROADWAY AND OUTFALLS) | 100% | \$ 54,000.00 | \$ 27,000.00 | \$ 27,000.00 |
| Update Schematic based on comments as provide by TxDOT/FHWA for schematic and EA update w/ FHWA, City of Weslaco and County recommendations | 100% | \$ 30,000.00 | \$ 15,000.00 | \$ 15,000.00 |
| Engineering Technical Support to address Public Hearing with Layouts etc | 100% | \$ 22,500.00 | \$ 11,250.00 | \$ 11,250.00 |
| Field Surveys for Design and Construction OF ROADWAY | 100% | \$ 174,000.00 | \$ 87,000.00 | \$ 87,000.00 |
| Field Surveys for Design and Construction OF OUTFALLS | 100% | \$ 78,181.82 | \$ 39,090.91 | \$ 39,090.91 |
| Either address the Public or hold 1 Public Hearing | 100% | \$ 27,000.00 | \$ 13,500.00 | \$ 13,500.00 |
| Sub-Surface Utility Engineering (SUE) 25 pot holes/mile | 100% | \$ 85,719.70 | \$ 42,859.85 | \$ 42,859.85 |
| Capacity and Level of Service Analysis | 100% | \$ 56,000.00 | \$ 28,000.00 | \$ 28,000.00 |
| Direct State Costs for PE, Environmental, Utility, and ROW | 100% | \$ 261,000.00 | \$ 130,500.00 | \$ 130,500.00 |
| SUB-TOTAL | 0% | \$ - | \$ 843,870.76 | \$ 843,870.76 |
| SUB-TOTAL | | \$ 1,687,741.52 | \$ - | \$ 1,687,741.52 |
| PHASE II - ROW Map, Surveys, PS&E | | | | |
| Complete ROW Map (Estimated 74 Parcels) RDWY | 100% | \$ 355,200.00 | \$ 177,600.00 | \$ 177,600.00 |
| PROJECT MANAGEMENT | 100% | \$ 300,000.00 | \$ 150,000.00 | \$ 150,000.00 |
| Additional Surveys for updated work required upon finalization of Schematic | 100% | \$ 86,400.00 | \$ 43,200.00 | \$ 43,200.00 |
| PS&E Development Roadway + Bicycle Route (8% Engineering Fee) | 100% | \$ 1,584,000.00 | \$ 792,000.00 | \$ 792,000.00 |
| Hydrologic Report for TxDOT (Roadway only) | 100% | \$ 60,000.00 | \$ 30,000.00 | \$ 30,000.00 |
| Local letting submittal and engineering work | 100% | \$ 60,000.00 | \$ 30,000.00 | \$ 30,000.00 |
| Additional work associated with EA clearance | 100% | \$ 35,500.00 | \$ 17,750.00 | \$ 17,750.00 |
| PS&E Development Outfalls (8% Engineering Fee) | 100% | \$ 329,472.00 | \$ 164,736.00 | \$ 164,736.00 |
| Geotechnical and Pavement Design for approval by TxDOT | 100% | \$ 42,000.00 | \$ 21,000.00 | \$ 21,000.00 |
| Permanent Signal Designs (Mile 4 1/2, Mile 4, Mile 6, Mile 5-1/2, FM 88, FM 1015) | 100% | \$ 168,000.00 | \$ 84,000.00 | \$ 84,000.00 |
| Temporary Signal Designs during Construction | 100% | \$ 84,000.00 | \$ 42,000.00 | \$ 42,000.00 |
| Engineering Fee to Create 1 set of Plans and Submit through TxDOT | 100% | \$ 132,000.00 | \$ 66,000.00 | \$ 66,000.00 |
| Permitted Utilities Coordination to adjust | 100% | \$ 151,200.00 | \$ 75,600.00 | \$ 75,600.00 |
| SUB-TOTAL | | \$ - | \$ 1,693,886.00 | \$ 1,693,886.00 |
| SUB-TOTAL | | \$ 3,387,772.00 | \$ - | \$ 3,387,772.00 |
| PHASE III - FOR INFORMATION PURPOSES ONLY | | | | |
| PHASE III - ROW Acquisition, Easements, Permits, Compensable Utilities, atty fees etc | | | | |
| Right-of-Way Costs - Acq. Services @ (est. 74 Parcels) RDWY | 100% | \$ 1,169,200.00 | \$ 584,600.00 | \$ 584,600.00 |
| Right-of-Way Costs - Acq. Services comp utilities/JUA (est. 22 Parcels) | 100% | \$ 203,500.00 | \$ 101,750.00 | \$ 101,750.00 |
| PROJECT MANAGEMENT | 100% | \$ 300,000.00 | \$ 150,000.00 | \$ 150,000.00 |
| Right-of-Way Costs - Acq. Services (est. 18 Parcels) Outfalls | 100% | \$ 284,400.00 | \$ 142,200.00 | \$ 142,200.00 |
| Est. County Atty Costs for Condemnation (\$15,000/Parcel based on 20% total of parcels) RDWY | 100% | \$ 210,000.00 | \$ 105,000.00 | \$ 105,000.00 |
| Est. County Atty Costs for Condemnation (\$15,000/Parcel based on 20% total of parcels) Outfalls | 100% | \$ 54,000.00 | \$ 27,000.00 | \$ 27,000.00 |
| Estimated Compensable Utility Mgmt for Adjusting Compensable Utility | 100% | \$ 172,800.00 | \$ 86,400.00 | \$ 86,400.00 |
| Estimated Roadway Right-of-Way Costs (ESTIMATED 499,633 sq ft. @ \$3.5/sq ft) | 20% | \$ 2,400,000.00 | \$ 240,000.00 | \$ 240,000.00 |
| Re-Evaluation of EA (3-year time line) | 100% | \$ 30,000.00 | \$ 15,000.00 | \$ 15,000.00 |
| Estimated COMPENSABLE UTILITY COSTS (gasoline tanks & Irrigation Line - 1 Mile) | 20% | \$ 800,000.00 | \$ 80,000.00 | \$ 80,000.00 |
| SUB-TOTAL | | \$ - | \$ 1,531,950.00 | \$ 1,531,950.00 |
| SUB-TOTAL | | \$ 5,623,900.00 | \$ - | \$ 3,063,900.00 |
| PHASE IV - FOR INFORMATION PURPOSES ONLY | | | | |
| PHASE IV - Construction Oversight and Letting | | | | |
| Eng Consultant Construction Management (30 Months) | 100% | \$ 240,000.00 | \$ 120,000.00 | \$ 120,000.00 |
| Construction Direct State Costs (State review and oversight of Construction Engineering) | 100% | \$ 80,000.00 | \$ 40,000.00 | \$ 40,000.00 |
| ROADWAY & OUTFALL CONSTRUCTION COST | 2.0% | \$ 23,918,400.00 | \$ 239,184.00 | \$ 239,184.00 |
| TxDOT/LPA Construction Inspection (11%) | 2.0% | \$ 2,631,024.00 | \$ 26,310.24 | \$ 26,310.24 |
| SUB-TOTAL | | \$ - | \$ 425,494.24 | \$ 425,494.24 |
| SUB-TOTAL | | \$ 26,869,424.00 | \$ - | \$ 850,988.48 |
| ESTIMATED GRAND TOTAL | | \$ 37,568,837.52 | \$ 8,990,402.00 | \$ 8,990,402.00 |

TOTAL ESTIMATED LPA COST: **\$ 8,990,402.00** 23.9%
 COMBINED TOTAL ESTIMATED PROJECT COST: **\$ 37,568,837.52**
 ESTIMATED LPA COSTS NOT INCLUDED IN WORK AUTHORIZATION(S): **\$ 1,775,988.48**

AI-88517

Purchasing Department 22. C. 1.

**CC REGULAR AGENDA SPECIAL
MTG**

Prct. 1

Meeting Date: 11/29/2022

Submitted For: David Fuentes, COMM. PCT. #1
Submitted By: Erica Espinosa, COMM. PCT. #1

Department: COMM. PCT. #1

CAPTION

A. Requesting approval to rescind action taken on AI-88381 on 11/15/2022 of an Interlocal Cooperation Agreement between the County of Hidalgo and the City of Weslaco for the road improvements project of Mile 10 N (North from Mile 6 to FM 1015) Phase II.

B. Acceptance and approval of an Interlocal Cooperation Agreement between the County of Hidalgo and the City of Weslaco for road improvement of Mile 10 N (Mile 6 W to FM1015) Phase II.

C. In accordance with Section 791.014 of the Texas Government Code, requesting approval of a road improvement project to Mile 10 N (Mile 6 W to FM1015).

BACKGROUND

Pct 1 and City's ICA AI-80907.

Pending legal approval

Fiscal Impact

CALENDAR YEAR:
FUNDS AVAILABLE Y/N?:

ACCT. #:
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

As per agreement, #3, City shall pay County \$1,693,886.00 in four equal installments 1st Installment due July 1, 2023.

Attachments

legal approval
ICA

Form Review

| Inbox | Reviewed By | Date |
|---------------------------------|--------------------|---------------------------------|
| Purchasing / Internal | Eduardo Belmarez | 11/22/2022 04:38 PM |
| Budget & Management | Veronica Ortiz | 11/22/2022 04:49 PM |
| Final Approval | Monica Salinas | 11/23/2022 03:01 PM |
| Form Started By: Erica Espinosa | | Started On: 11/21/2022 04:10 PM |
| Final Approval Date: 11/23/2022 | | |