

# **CAMINO REAL REGIONAL MOBILITY AUTHORITY BOARD RESOLUTION**

**WHEREAS**, the Camino Real Regional Mobility Authority (CRRMA) is developing a transportation project known locally as the Old Hueco Tanks Road Project (Project), which contemplates the development of a new four (4) lane urban collector with raised medians extending from Eastlake Boulevard to FM76 (North Loop Road) in El Paso County; and

**WHEREAS**, the City of Socorro Texas (City) has completed design work necessary for the addition of a new median crossover that would be on the new roadway being constructed as part of the Project, which was not originally contemplated by the Project plans; and

**WHEREAS**, the City desires the addition of such improvements while the CRRMA is constructing the Project to minimize disruption to the public; and

**WHEREAS**, the CRRMA and City desire that the CRRMA shall require its Old Hueco Tanks Road Project contractor to complete the referenced additional work during the development of the Project and the City agrees to provide the funding necessary for such improvements.

**NOW, THEREFORE, BE IT RESOLVED BY THE CAMINO REAL REGIONAL MOBILITY AUTHORITY:**

**THAT** the CRRMA's Executive Director is authorized to execute an Interlocal Agreement with the City of Socorro, Texas, as it relates to the addition of a median crossover to the Old Hueco Tanks Road Project.

**PASSED AND APPROVED THIS 11<sup>TH</sup> DAY OF OCTOBER, 2017.**

**CAMINO REAL REGIONAL  
MOBILITY AUTHORITY**

**ATTEST:**

\_\_\_\_\_  
Susan A. Melendez, Chair

\_\_\_\_\_  
Joe R. Fernandez, Board Secretary

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Raymond L. Telles  
Executive Director

EL PASO COUNTY )  
 )  
STATE OF TEXAS )

**INTERLOCAL AGREEMENT  
OLD HUECO TANKS ROAD PROJECT**

This **INTERLOCAL AGREEMENT** (the “Agreement”) is made and entered into effective as of the \_\_\_ day of \_\_\_\_\_, 2017, by and between the **CITY OF SOCORRO, TEXAS** (the “City”) and the **CAMINO REAL REGIONAL MOBILITY AUTHORITY** (“Authority”), (collectively, the “Parties”), for the purposes described herein.

**WITNESSETH:**

**WHEREAS**, the City is a political subdivision of the State of Texas; and

**WHEREAS**, the Authority is a regional mobility authority operating pursuant to Chapter 370 of the Texas Transportation Code (the “RMA Act”) and 43 TEX. ADMIN. CODE §§26.1 *et seq.* and is a body politic and corporate and political subdivision of the State; and

**WHEREAS**, Chapter 791 of the Texas Government Code provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

**WHEREAS**, Section 370.033 of the RMA Act permits the Authority to enter into an agreement under which the Authority may acquire, plan, design, construct, maintain, repair, or operate a transportation project on behalf of another governmental entity if the transportation project is located in the Authority’s area of jurisdiction or in a county adjacent to the Authority’s area of jurisdiction; and

**WHEREAS**, the Authority and City, in coordination with the Texas Department of Transportation (“TxDOT”) and El Paso County (“County”), are working together on the development of the Old Hueco Tanks Road Project, a new four (4) lane urban collector with raised medians extending from Eastlake Boulevard to FM 76 (North Loop Road), as shown on **EXHIBIT A**, which is attached hereto and made a part hereof (the “Project”); and

**WHEREAS**, the Authority has entered into a Local Transportation Project Advance Funding Agreement for a Strategic Priority New Location Project Off-System (“LPAFA”) for the Project with the State of Texas, acting by and through TxDOT; and

**WHEREAS**, the LPAFA provides that TxDOT shall provide partial funding to the Authority for construction of the Project, while also providing that the City is responsible for various other project activities, per separate agreements between the State and City.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

**I**  
**FINDINGS**

**A. Recitals.** The recitals set forth above are incorporated herein for all purposes and are found by the Parties to be true and correct. It is further found and determined that the Parties have authorized and approved this Agreement by resolution or order adopted by their respective governing bodies, and that this Agreement will be in full force and effect when approved by both parties.

**B. Overview of the Project.** TxDOT has completed the engineering services and design of the Project. The City acquired certain parcels necessary and utility relocations required for the Project. The Authority is responsible for the construction of the Project. The responsibilities of each party for the development of the Project are more fully enumerated within **EXHIBIT B**, which is attached hereto and made a part hereof to this Agreement.

**II.**  
**DUTIES AND RESPONSIBILITIES OF AUTHORITY**

**A. Construction Responsibilities.** Subject to the terms of this Agreement, the Authority agrees that it shall be responsible for the construction and completion of the Project in accordance with the Project plans developed by TxDOT (“Plans”), as may be amended from time to time by TxDOT. The Authority shall also be responsible for the construction of certain improvements requested by the City consisting of a new left turn median opening.

**B. Construction Agreement.** The Authority has solicited, awarded and executed a contract for the construction of the Project (“Construction Agreement”) and will complete the Project using a qualified contractor, in a good and workmanlike manner, in accordance with the Plans and all federal, state and local laws, statutes, codes, rules, regulations, orders, decrees, judicial decisions or judgments applicable to the Project.

**C. Timeline for Commencement and Completion of Work.** Commencement of construction work on the Project began when the Authority issued a written Notice to Proceed to the Contractor dated November 23, 2016. Project-related services, including any applicable phasing of such work, will be completed in accordance with the schedule developed between the City, TxDOT and the Authority.

**D. Project Budget.** The initial project budget is set forth in **EXHIBIT B** to this Agreement (“Project Budget”). The Parties will work together and in conjunction with TxDOT and the County to attempt to minimize the actual costs as reflected in the Project Budget.

**E. Final Acceptance, Warranties and Maintenance.** The Authority shall notify the City and TxDOT in writing upon Final Acceptance of the Project. To the extent required by the LPAFA, and upon Final Acceptance of the Project, the Authority will assign to the City all contractor warranties, guarantees, and bonds which it possesses with respect to the Project and which extend beyond the date of such Final Acceptance. At that time, the City shall commence

all maintenance responsibilities for the Project; provided, however, that the City may transfer such maintenance responsibilities to TxDOT or any other interested agency. Unless otherwise agreed by the Authority, the Authority shall have no further obligation with respect to the Project after Final Acceptance.

**F. Reports to the City.** The Authority shall, at such times and in such form as the City may reasonably request, furnish periodic information concerning the status of the Project and the performance of the Authority's obligations under this Agreement. To the extent requested by the City, the Authority shall make an annual report on the Project to the City Council of the City. Such annual report shall include information on the current construction and financial status of the Project and the state of the Authority as a public entity in general.

**G. Limitations on Project Development.** Notwithstanding anything herein to the contrary, the Authority shall not be obligated to pursue or complete development of the Project, if the Project Budget together with other lawfully available and designated funds, are insufficient to pay all costs associated with the Project and the City, County or TxDOT fail to provide additional funding to cover the amount of any such deficiency.

### **III. DUTIES AND OBLIGATIONS OF THE CITY**

**A. Right of Way Acquisition.** The City shall be responsible for all costs of right-of-way acquisition (or donation) and crossing licenses (the "Licenses") required for the Project, including but not limited to licenses from the El Paso County Water Improvement District #1 (the "District") for the Project.

**B. Financial Obligations of the City.** The City's financial obligations for the Project are set forth in the Project Budget identified in **EXHIBIT B** to this Agreement.

**C. Access to City Property and Rights of Way.** The City hereby grants access to the Authority to City property and rights of way purchased for the Project or previously owned by the City that are within the Project limits, as noted in **EXHIBIT A**, for the Authority and its contractors and consultants to construct the Project.

**D. Additional Construction Activities.** The City has requested a new left turn median opening and has provided the plans and funds for such additional work. The City may request the Authority to construct additional improvements as part of the Project from time to time; provided that the City provides the plans and funds necessary for completion of such additional activities.

**E. Limitation of Responsibility.** Except for compliance with the requirements listed in paragraphs A and B of this Article, the City shall have no financial obligation to make any payment, in whole or in part, to or on behalf of the Authority, or otherwise, unless specifically provided in accordance with the terms of this Agreement, its exhibits or amendments.

**VI.**  
**GENERAL AND MISCELLANEOUS**

**A. Term and Termination.** Subject to the following, this Agreement shall be effective as of the date first written above and shall continue in full force and effect until the completion of the services to be provided. Notwithstanding the foregoing, and without limitation on any other remedy identified in the Agreement or available at law or in equity:

1. either party may terminate this Agreement in the event of a material breach of its terms, which may include, but is not limited to, failure to make timely payments of amounts owed and failure of services to be provided in accordance with this Agreement, provided that the party seeking to terminate the Agreement has provided written notice to the other of the alleged default and the default has not been cured within thirty (30) days of receipt of such notice; and

2. the parties may mutually agree to terminate this Agreement.

**B. Legal Notices:** Any and all notices and communications under this Agreement shall be in writing and mailed by first-class mail, or hand delivered, addressed to the following designated officials, unless otherwise provided in writing by a Party:

**City:**

Director of Public Works  
124 S. Horizon Blvd.  
Socorro, Texas 79927

**Authority:**

Executive Director  
300 N. Campbell, 2<sup>nd</sup> Floor  
El Paso, Texas 79901

**C. Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other service, or to provide or not to provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties.

**D. Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claims on behalf of any third party. Neither of the Parties waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**E. Amendments and Modifications.** This Agreement may not be amended or modified except in writing and executed by both Parties to this Agreement and authorized by their respective governing bodies.

**F. Venue.** For any and all disputes arising under this Agreement, venue shall be in El Paso County, Texas.

**G. Successors and Assigns.** This Agreement shall bind and benefit the respective Parties and their legal successors, and shall not be assignable, in whole or in part, by any Party hereto without first obtaining the written consent of the other Party.

**H. Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof; but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

**I. Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when both Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

**IN WITNESS WHEREOF**, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

**CITY OF SOCORRO, TEXAS**

**CAMINO REAL REGIONAL  
MOBILITY AUTHORITY**

By: \_\_\_\_\_  
Gloria Macias Rodriguez, Mayor

By: \_\_\_\_\_  
Susan A. Melendez, Chair

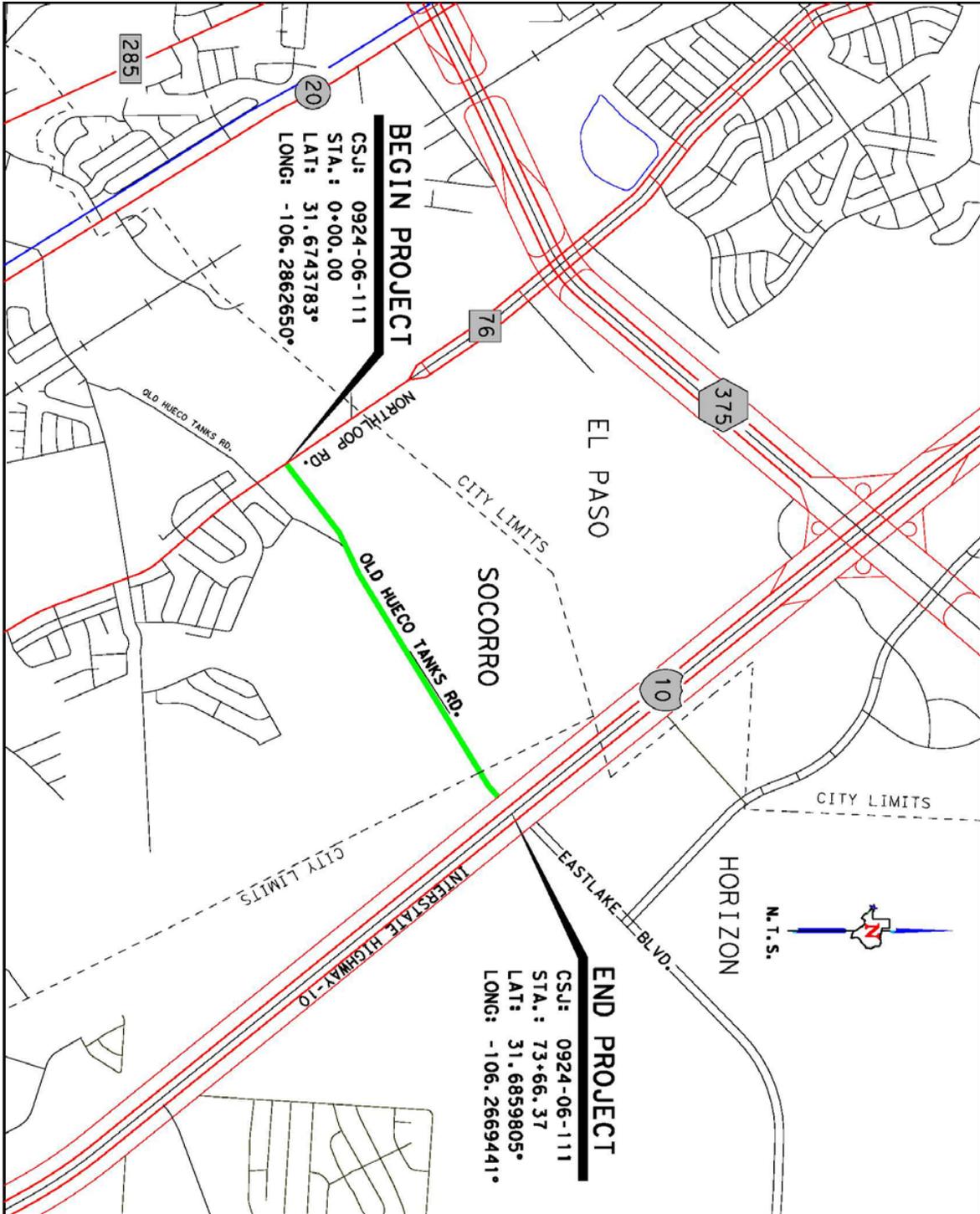
Attest:

Attest:

By: \_\_\_\_\_  
Olivia Navarro, City Clerk

By: \_\_\_\_\_  
Joe R. Fernandez, Board Secretary

# EXHIBIT A PROJECT LOCATION MAP



[END OF EXHIBIT]

# **EXHIBIT B PARTY RESPONSIBILITIES**

**PLANNING, DEVELOPMENT & DESIGN:**

TxDOT (complete)

**ENVIRONMENTAL PERMITTING:**

TxDOT (complete)

**RIGHT-OF-WAY ACQUISITION:**

CITY (complete)

**UTILITY RELOCATIONS:**

CITY (complete)

**CONSTRUCTION PROCUREMENT:**

AUTHORITY (complete)

**CONSTRUCTION:**

AUTHORITY (in progress)

**PROJECT BUDGET\*:**

AUTHORITY (\$2,757,807.00)

TXDOT (\$8,870,742.90)

CITY (\$2,535.00)

CITY (\$41,652.50)

Local Match (Paid)

Additional Construction

(Due upon execution of this Agreement)

**PROJECT REPORTING:**

AUTHORITY (as requested)

\*NOTE: Project Budget figures consist of not to exceed authorized amounts.

[END OF EXHIBIT]