

**CAMINO REAL REGIONAL MOBILITY AUTHORITY  
BOARD RESOLUTION**

**WHEREAS**, the Camino Real Regional Mobility Authority (CRRMA) and the Village of Vinton, Texas (Vinton) are parties to the Regional Mobility Strategy 2020 (RMS2020), which anticipates the cooperation among regional transportation partners in the development of various projects in the El Paso area, including the Valley Chile Road Project; and

**WHEREAS**, Vinton and the CRRMA have discussed partnering on the development of the design component of the Valley Chile Road Project, as the CRRMA has access to design firms and the experience necessary to successfully complete such service; and

**WHEREAS**, Vinton and the CRRMA now desire to enter into an interlocal agreement in order to establish the various responsibilities of each party, in the development of the Valley Chile Road Project design documents, as part of the RMS2020.

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

**THAT** the CRRMA Board Chair is authorized to execute an Interlocal Agreement with the Village of Vinton, Texas for the design of the Valley Chile Road Project, as part of the Regional Mobility Strategy 2020 (RMS2020) Program.

**PASSED AND APPROVED THIS 26<sup>TH</sup> DAY OF AUGUST 2020.**

**CAMINO REAL REGIONAL  
MOBILITY AUTHORITY**

\_\_\_\_\_  
Joyce A. Wilson, Chair

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_  
Board Secretary

**APPROVED AS TO CONTENT:**

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

EL PASO COUNTY )  
 )  
STATE OF TEXAS )

**INTERLOCAL AGREEMENT  
VALLEY CHILE ROAD PROJECT**

This **INTERLOCAL AGREEMENT** (the “Agreement”) is made and entered into effective as of the \_\_\_ day of \_\_\_\_\_, 2020, by and between the **VILLAGE OF VINTON, TEXAS** (“Vinton”) and the **CAMINO REAL REGIONAL MOBILITY AUTHORITY** (“CRRMA”) (collectively, the “Parties”), for the purposes described herein.

**WITNESSETH:**

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

**WHEREAS**, the CRRMA 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 CRRMA to enter into an agreement under which the CRRMA 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 or adjacent to the CRRMA’s area of jurisdiction; and

**WHEREAS**, the CRRMA and Vinton, in coordination with the Texas Department of Transportation (“TxDOT”) and El Paso County (“County”), are working together on the development of the Valley Chile Road Project, a reconstruction of approximately 1.4 miles of existing roadway from I-10 eastbound frontage roads to Doniphan Drive, as shown on **EXHIBIT A**, which is attached hereto and made a part hereof (the “Project”); and

**WHEREAS**, the CRRMA is working with TxDOT on the execution of one or more Local Transportation Project Advance Funding Agreements (“LPAFA”), which will provide federal and state funding and support for the Project; and

**WHEREAS**, the LPAFA will only provide a portion of the funding required by the CRRMA for design and construction of the Project, while Vinton and the County will share responsibility for various project activities, remaining funding requirements and support.

**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.** The CRRMA will complete the engineering services and design components of the Project. Vinton will acquire any parcels necessary and will complete any utility relocations required for the Project. The CRRMA will then be responsible for the construction of the Project, upon the securing of construction funding required for 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.

## **II. DUTIES AND RESPONSIBILITIES OF THE CRRMA**

**A. Design Responsibilities.** The CRRMA agrees that it shall be responsible for managing, overseeing and assuring completion of design plans required for the construction of the Project, with input from Vinton. The CRRMA shall also be responsible for the design of certain additional improvements as may be requested by Vinton from time to time, provided that project budget is available for such improvements or is made available by Vinton.

**B. Design Agreement.** The CRRMA will be responsible for the solicitation, award, execution and management of a design agreement with a professional engineering firm. Such firm shall be responsible, under the direction of the CRRMA with input from Vinton, for the completion of all design plans necessary for the Project. Such design plans, upon completion, shall be used by the CRRMA in the construction of the Project.

**C. Construction Responsibilities.** Upon securing of construction funding, the CRRMA agrees that it shall be responsible for the construction and completion of the Project in accordance with the design plans developed pursuant to the provisions noted above, as may be amended from time to time. The CRRMA shall also be responsible for the construction of certain additional improvements as may be requested by Vinton from time to time, provided that project budget is available for such improvements or is made available by Vinton.

**D. Construction Agreement.** Upon securing of construction funding, the CRRMA will be responsible for the solicitation, award, execution and management of 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 referenced design plans and all federal, state and local laws, statutes, codes, rules, regulations, orders, decrees, judicial decisions or judgments applicable to the Project.

**E. Timeline for Commencement and Completion of Work.** Commencement of design and construction activities for the Project will begin upon the CRRMA's issuance of written Notices to Proceed to the designers and construction contractors. Project-related services, including any applicable phasing of such design or construction work, will be completed in accordance with the schedules developed by the CRRMA, with input from Vinton, the County and TxDOT.

**F. Project Budget.** The initial project budget is set forth in **EXHIBIT C** 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 incurred for the Project.

**G. Final Acceptance, Warranties and Maintenance.** The CRRMA shall notify Vinton and TxDOT in writing upon Final Acceptance of the Project. Upon Final Acceptance of the Project, the CRRMA will assign to Vinton 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, Vinton shall commence all maintenance responsibilities for the Project. Unless otherwise agreed by the CRRMA, the CRRMA shall have no further obligation with respect to the Project after providing notice of Final Acceptance.

**H. Reports to Vinton.** The CRRMA shall, at such times and in such form as Vinton may reasonably request, furnish periodic information concerning the status of the Project and the performance of the CRRMA's obligations under this Agreement.

**I. Limitations on Project Development.** Notwithstanding anything herein to the contrary, the CRRMA 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 design or construction components of the Project and Vinton, the County or TxDOT fail to provide additional funding to cover any such deficiency.

### **III. DUTIES AND OBLIGATIONS OF VINTON**

**A. Right of Way Acquisition and Utility Relocations.** Vinton shall be responsible for all costs of right-of-way acquisition (or donation), utility relocations required by the design plans and any crossing licenses required for the Project, including but not limited to licenses from the El Paso County Water Improvement District #1 for the Project, if any.

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

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

**D. Additional Construction Activities.** Vinton may request the CRRMA to construct additional improvements as part of the Project from time to time that were not originally contemplated by the completed design plans; provided that Vinton provides the funds necessary for completion of such additional activities.

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

**IV.  
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 Project. 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:

**Vinton:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CRRMA:**  
Executive Director  
801 Texas Avenue  
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.

**VILLAGE OF VINTON, TEXAS**

**CAMINO REAL REGIONAL  
MOBILITY AUTHORITY**

By: \_\_\_\_\_  
Manuel Leos, Mayor

By: \_\_\_\_\_  
Joyce A. Wilson, Chair

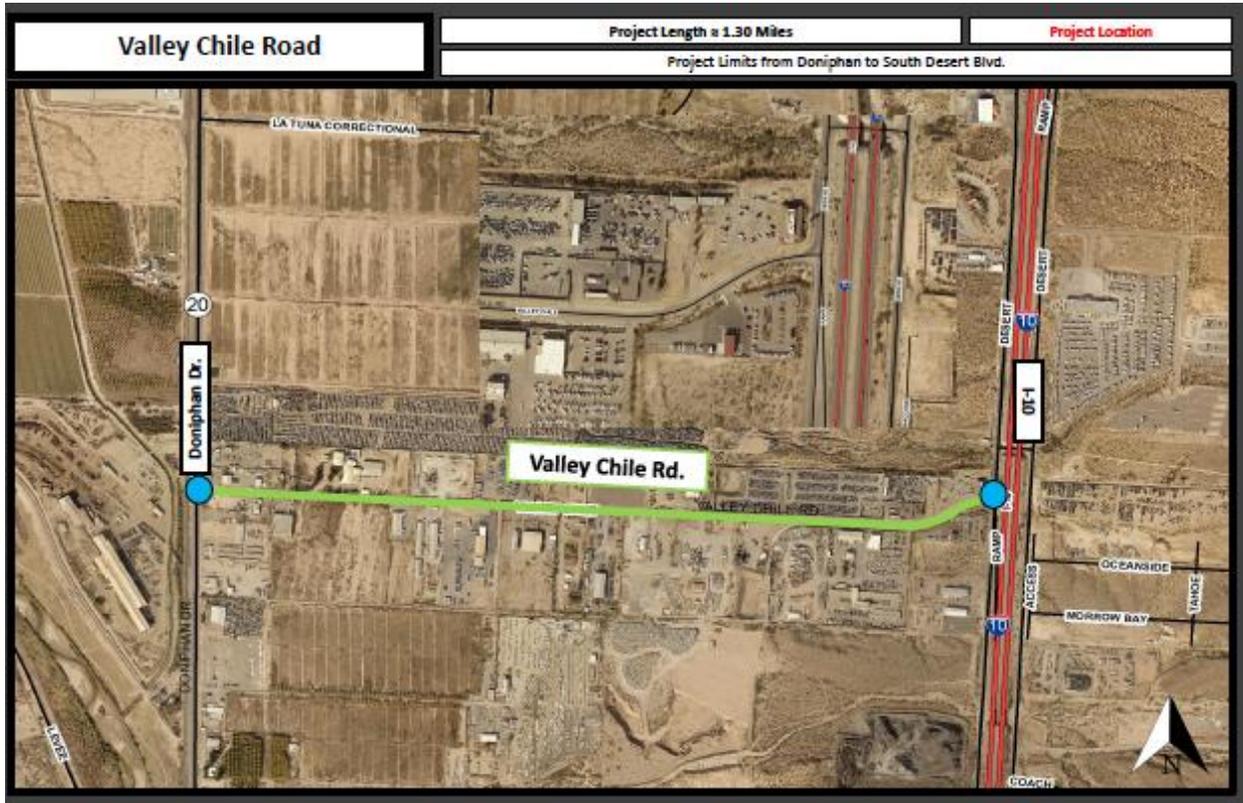
Attest:

Attest:

By: \_\_\_\_\_  
Andrea Carrillo, City Clerk

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

# EXHIBIT A PROJECT LOCATION MAP



[END OF EXHIBIT]

## **EXHIBIT B**

### **PARTY RESPONSIBILITIES**

**PLANNING, DEVELOPMENT:**

VINTON (completed by outside consultant)

**RIGHT-OF-WAY ACQUISITION:**

VINTON (if needed)

**UTILITY RELOCATIONS:**

VINTON (if needed)

**ENVIRONMENTAL DOCUMENTATION:**

CRRMA, through procured consultants

**DESIGN PLANS:**

CRRMA, through procured consultants

**CONSTRUCTION ACTIVITIES:**

CRRMA (subject to identification of funding)

**PROJECT REPORTING:**

CRRMA (as requested)

[END OF EXHIBIT]

**EXHIBIT C  
PROJECT BUDGET**

<b>DESCRIPTION</b>	<b>TOTAL ESTIMATED PROJECT COST</b>	<b>CRRMA PAYS WITH FEDERAL FUNDS</b>	<b>CRRMA PAYS WITH VINTON FUNDS</b>	<b>CRRMA PAYS WITH OTHER FUNDS</b>
<b>LAND</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>UTILITY RELOCATION</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>PERMITS &amp; SERVICES</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>ENGINEERING</b>	<b>\$ 1,001,515.00</b>	<b>\$ 926,000.00</b>	<b>\$ 37,757.50</b>	<b>\$ 37,757.50</b>
<b>CONSTRUCTION</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>MISCELLANEOUS</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>TOTAL</b>	<b>\$ 1,001,515.00</b>	<b>\$ 926,000.00</b>	<b>\$ 37,757.50</b>	<b>\$ 37,757.50</b>

NOTES:

1. The "Federal Funds" identified above are intended to be those Federal and State funds awarded to Vinton through an Advanced Funding Agreement with TxDOT.
2. The "Other Funds" identified above are intended to be those project funds provided by El Paso County to the CRRMA through an Interlocal Agreement.
3. Those "Other Funds" shall be provided to the CRRMA in one lump sum.
4. Project budget figures consist of not to exceed amounts.

[END OF EXHIBIT]