

CAMINO REAL REGIONAL MOBILITY AUTHORITY BOARD RESOLUTION

WHEREAS, the Camino Real Regional Mobility Authority (CRRMA) and the Village of Vinton, Texas have executed an Interlocal Agreement to cooperate in the development of the Valley Chile Road Project (Project); and

WHEREAS, the parties have amended the Interlocal Agreement to allow the CRRMA to manage right of way acquisitions needed for the Project as well as to account for additional project funds (federal, state, and local) being added to the Project; and

WHEREAS, the parties now desire to further amend the Interlocal Agreement to increase the available project funds and to permit the CRRMA to manage the construction of water and wastewater work to be added to the Project.

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

THAT the CRRMA Board Chair is authorized to execute an amendment to the Interlocal Agreement – Valley Chile Road Project with the Village of Vinton, Texas related to the addition of funding and authority to construct water and wastewater improvements as part of the Valley Chile Road Project.

PASSED AND APPROVED THIS 13TH DAY OF MARCH 2024.

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

James L. (Jim) Smith, Vice Chair

ATTEST:

Monica L. Perez
Board Secretary

APPROVED AS TO CONTENT:

Raymond L. Telles
Executive Director

EL PASO COUNTY)
)
STATE OF TEXAS)

**THIRD AMENDMENT
INTERLOCAL AGREEMENT
VALLEY CHILE ROAD PROJECT**

This **THIRD AMENDMENT TO THE INTERLOCAL AGREEMENT** (the “Amendment”) is made and entered into effective as of the _____ day of _____, 2024, 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, the Parties, in coordination with the Texas Department of Transportation and El Paso County, are working together on the development of the Valley Chile Road Project, which consists of the reconstruction of approximately 1.4 miles of existing roadway from the I-10 eastbound frontage roads to Doniphan Drive (the “Project”);

WHEREAS, in furtherance of the Project, the Parties entered into an Interlocal Agreement – Valley Chile Road Project dated August 26, 2020, whereby Vinton agreed to provide the funds necessary for the design required by the Project, and the CRRMA agreed to complete the required design plans; and

WHEREAS, the Parties have twice amended the referenced Interlocal Agreement to increase the funding available from Vinton to the CRRMA to allow for the completion of certain right of way acquisition services, to account for the allocation of additional funding for the Project, and to allow for the CRRMA to manage and oversee the construction of the Project (collectively, the “Interlocal Agreement”); and

WHEREAS, Vinton has secured federal funding for the addition of certain water and wastewater lines to be placed within Valley Chile Road (the “Water Improvements”), Vinton has secured design plans for the completion of such improvements, and Vinton has requested the CRRMA to include such plans into the Project for which the CRRMA will be managing procurement and construction; and

WHEREAS, the Parties now desire to further amend the Interlocal Agreement to allow for the CRRMA to also manage the funding, construction, and construction oversight required for the completion of the Water Improvements along Valley Chile Road, as requested by Vinton.

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

1. Addition to Section I. Findings. The Parties hereby agree to add the following underlined provision as Section I. C. to the Interlocal Agreement.

C. Overview of the Water Improvements. Vinton has engaged a design firm to provide completed design plans for the Water Improvements and will provide those design plans to the CRRMA. Vinton has also secured federal funding for the construction of the referenced design plans. The CRRMA will include those design plans in the bid package to be let for the Project. Upon selection of a successful bidder, the CRRMA will then be responsible for the construction and construction oversight of the Project and the Water Improvements; provided, however, that the federal funds for the Water Improvements have been made available to the CRRMA and are sufficient for such work. The responsibilities of each party for the development of the Project and the Water Improvements are more fully enumerated within EXHIBIT B-2, which is attached hereto and made a part hereof.

2. Replacement of EXHIBIT B-1. The Parties hereby agree to delete **EXHIBIT B-1** from the Interlocal Agreement in its entirety and replace it with **EXHIBIT B-2**, which is attached hereto and incorporated herein for all purposes. Further, all references in the Interlocal Agreement to **EXHIBIT B** or **EXHIBIT B-1** shall be replaced with **EXHIBIT B-2**.

3. Replacement of EXHIBIT C-2. The Parties hereby agree to delete **EXHIBIT C-2** from the Interlocal Agreement in its entirety and replace it with **EXHIBIT C-3**, which is attached hereto and incorporated herein for all purposes. Further, all references in the Interlocal Agreement to **EXHIBIT C**, **EXHIBIT C-1**, or **EXHIBIT C-2** shall be replaced with **EXHIBIT C-3**.

4. Revisions to Section II. Duties and Responsibilities of the CRRMA. The Parties hereby agree to revise the following sections of the Interlocal Agreement by removing those provisions that are struck-through and adding those provisions that are underlined below:

C. Construction Responsibilities. Upon ~~securing~~availability of construction funding, the CRRMA agrees that it shall be responsible for the construction and completion of the Project and the Water Improvements in accordance with the design plans developed pursuant to the provisions noted ~~above~~herein, 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~~availability of construction funding, the CRRMA will be responsible for the solicitation, award, execution, and management of a contract for the construction of the Project and the Water Improvements ("Construction Agreement") and will complete the ~~Project work~~ using a qualified contractor, in a good and workmanlike manner, in accordance with the referenced design plans and all applicable federal, state and local laws, statutes, codes, rules, regulations, orders, decrees, judicial decisions or judgments ~~applicable to the Project~~.

G. Final Acceptance, Warranties and Maintenance. The CRRMA shall notify Vinton and TxDOT in writing upon Final Acceptance of the Project and the Water Improvements. Upon such Final Acceptance ~~of the Project~~, the CRRMA will assign to

Vinton all contractor warranties, guarantees, and bonds which it then 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 and the Water Improvements. Unless otherwise agreed by the CRRMA, the CRRMA shall have no further obligation with respect to the Project or the Water Improvements after providing notice of Final Acceptance.

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 or the Water Improvements, if the Project Budget together with other lawfully available and designated funds, are insufficient to pay all costs associated with the required design or construction components of the Project and Vinton, the County, or TxDOT fail to provide additional funding to cover any such deficiency.

5. Revision of Section III. B. Financial Obligations of Vinton. The Parties hereby agree to further revise Section III. B. of the Interlocal Agreement by adding the underlined provisions noted below to those revisions incorporated by the Second Amendment to the Interlocal Agreement.

B. Financial Obligations of Vinton. Vinton's financial obligations for the Project and the Water Improvements are set forth in the Project Budget identified in **EXHIBIT C-3** to this Agreement.

Vinton confirms that it has received approval for additional federal funding to be used for the construction of the Water Improvements in the amounts identified within **EXHIBIT C-3**. Vinton will be responsible for making such additional funds available to the CRRMA for use in the construction of the Water Improvements, including associated management and oversight activities, prior to the CRRMA's solicitation of a construction contractor.

6. Ratification. Except as expressly amended herein, the Interlocal Agreement, as amended, and its exhibits shall remain in full force and effect.

7. Execution in Counterparts. This Amendment 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.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

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

VILLAGE OF VINTON, TEXAS

By: _____
Rachel Quintana
Mayor

Attest:

By: _____
Andrea Carrillo
City Clerk

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

By: _____
Joyce A. Wilson
Chair

Attest:

By: _____
Monica L. Perez
Board Secretary

EXHIBIT B-2

PARTY RESPONSIBILITIES

PLANNING, DEVELOPMENT:

Roadway	Vinton, through procured consultants
Water Improvements	Vinton, through procured consultants

RIGHT-OF-WAY ACQUISITION:

Roadway	CRRMA, through procured consultants
Water Improvements	CRRMA, through procured consultants

UTILITY RELOCATIONS:

Roadway	Vinton (if needed)
Water Improvements	Vinton (if needed)

ENVIRONMENTAL DOCUMENTATION:

Roadway	CRRMA, through procured consultants
Water Improvements	Vinton, through procured consultants

DESIGN PLANS:

Roadway	CRRMA, through procured consultants
Water Improvements	Vinton, through procured consultants

CONSTRUCTION ACTIVITIES:

Roadway	CRRMA (subject to available funding)
Water Improvements	CRRMA (subject to available funding)

PROJECT REPORTING:

Roadway	CRRMA (as requested)
Water Improvements	CRRMA (as requested)

[END OF EXHIBIT]

EXHIBIT C-3 PROJECT BUDGET

DESCRIPTION	TOTAL ESTIMATED PROJECT COST	FEDERAL & STATE FUNDS	VINTON FUNDS	OTHER FUNDS
RIGHT OF WAY	\$ 1,000,000.00	\$ 800,000.00	\$ 200,000.00	\$ 0.00
UTILITY RELOCATION	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
PERMITS & SERVICES	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
ENGINEERING	\$ 1,001,515.00	\$ 926,000.00	\$ 37,757.50	\$ 37,757.50
CONSTRUCTION	\$ 14,202,500.00	\$ 13,588,000.00	\$ 0.00	\$ 614,500.00
MISCELLANEOUS	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL	\$ 16,204,015.00	\$ 15,314,000.00	\$ 237,757.50	\$ 652,257.50

NOTES:

1. The table above identifies anticipated uses by the CRRMA of available funds by category. However, the CRRMA is not limited in its use of funds by such categories and is expressly authorized to utilize funds from any category in the development of the Project, as needed, provided that the CRRMA coordinates all such uses with Vinton.
2. "Federal & State Funds" are those funds awarded to Vinton or the CRRMA through agreements with TxDOT or the U.S. Department of Housing and Urban Development.
3. "Vinton Funds" include: (a) CRRMA provided funds for Right of Way that will be repaid by Vinton per this Amendment; (b) Vinton provided funds for Engineering.
4. "Other Funds" include: (a) County provided funds for Engineering; and (b) State Infrastructure Bank loan proceeds provided to Vinton for Construction.
5. Project budget figures consist of not to exceed amounts.
6. "Construction Funds" include \$4,000,000.00 of federal funds allocated to Vinton that will be used by the CRRMA in the construction, and associated oversight, of the Water Improvements.

[END OF EXHIBIT]