

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 previously amended the Interlocal Agreement to allow the CRRMA to manage right of way acquisitions, account for additional project funds, manage the water and wastewater components, and outline the use of available project funding for the construction of the Project; and

WHEREAS, the parties now desire to further amend the Interlocal Agreement to account for the loss of access to a planned funding source for construction activities.

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

THAT the CRRMA Board Chair is authorized to execute a Fifth Amendment to the Interlocal Agreement – Valley Chile Road Project with the Village of Vinton, Texas that further details the use of funding for the construction of the Valley Chile Road Project.

PASSED AND APPROVED THIS 12TH DAY OF NOVEMBER 2025.

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

Joyce A. Wilson, Chair

ATTEST:

Lina Ortega
Board Secretary

APPROVED AS TO CONTENT:

Raymond L. Telles
Executive Director

EL PASO COUNTY)
)
STATE OF TEXAS)

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

This **FIFTH AMENDMENT TO THE INTERLOCAL AGREEMENT** (the “Amendment”) is made and entered into effective as of the date last noted below, 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 as well as certain water and wastewater improvements (the “Project”);

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

WHEREAS, the Parties have amended the referenced Interlocal Agreement several times 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, the Project has advanced to the construction phase and the funding originally anticipated for use at the outset of the Project so that payments to contractors and consultants are made timely and in compliance with the Texas Prompt Pay Act are no longer available and the Parties desire to further amend the Interlocal Agreement to provide access to a different funding source.

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

1. Replacement of EXHIBIT C-4. The Parties hereby agree to delete **EXHIBIT C-4** from the Interlocal Agreement in its entirety and replace it with **EXHIBIT C-5**, which is attached hereto and incorporated herein for all purposes. Further, all references in the Interlocal Agreement to **EXHIBIT C**, **EXHIBIT C-1**, **EXHIBIT C-2**, **EXHIBIT C-3**, or **EXHIBIT C-4** shall be replaced with **EXHIBIT C-5**.

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

3. **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.

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

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

By: _____

Joyce A. Wilson
Chair

Attest: _____

By: _____

Andrea Carrillo
City Clerk

Attest: _____

By: _____

Lina Ortega
Board Secretary

EXHIBIT C-5 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	\$ 14,342,406.27	\$ 13,588,000.00	\$ 139,906.27	\$ 614,500.00
MISCELLANEOUS	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL	\$ 16,343,921.27	\$ 15,314,000.00	\$ 377,663.77	\$ 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; (b) Vinton provided funds for Engineering; and (c) Vinton provided funds for oversight.
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.
7. Vinton will provide \$612,000 of the "Construction" funds to the CRRMA as soon as reasonably possible after execution of this Amendment for use in making payments to contractors and consultants.
8. The CRRMA will charge up to 1.5% of the roadway and 3% of the water/wastewater improvements construction contract amounts as its fee for oversight of those components. The parties will develop an agreed upon schedule of payment for those fees.

[END OF EXHIBIT]