

CAMINO REAL REGIONAL MOBILITY AUTHORITY BOARD RESOLUTION

WHEREAS, the mission of the Camino Real Regional Mobility Authority (CRRMA) is to assist in the establishment of a comprehensive transportation system to directly benefit the traveling public within the El Paso region through the development of major transportation projects within the region, which is to be pursued through the CRRMA's ability to plan, finance, design, construct, maintain, or operate such transportation projects; and

WHEREAS, the El Paso Electric Company is actively developing plans for transportation electrification infrastructure and is seeking partnerships with area agencies interested in developing the same, including electric vehicle charging infrastructure; and

WHEREAS, the parties desire to enter into a Memorandum of Understanding with objectives that would permit the parties to explore existing, and identify new, transportation projects that could benefit from the implementation of transportation electrification infrastructure.

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

THAT the CRRMA hereby authorizes the execution of a Memorandum of Understanding with El Paso Electric, regarding Electric Vehicle Charging Infrastructure Initiatives.

PASSED AND APPROVED THIS 13TH DAY OF OCTOBER 2021.

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

Joyce A. Wilson, Chair

ATTEST:

Dorothy M. (Sissy) Byrd
Board Secretary

APPROVED AS TO CONTENT:

Raymond L. Telles
Executive Director



**MEMORANDUM OF UNDERSTANDING
BETWEEN
CAMINO REAL REGIONAL MOBILITY AUTHORITY
AND
EL PASO ELECTRIC COMPANY**

ELECTRIC VEHICLE CHARGING INFRASTRUCTURE INITIATIVES

1. PURPOSE.

This non-binding Memorandum of Understanding (“MOU”) between the Camino Real Regional Mobility Authority (“CRRMA”) and El Paso Electric Company (“EPE”) (each a “party” and collectively the “parties”) establishes a mutually beneficial working relationship with the aim of collaborating on potential transportation electrification projects to enable the CRRMA and EPE to leverage the planned incentives in electric vehicle (“EV”) charging infrastructure and other transportation electrification projects to improve customer mobility in the region by enhancing transportation electrification and developing and implementing EV-ready infrastructure.

2. COOPERATION TO ACHIEVE COMPLEMENTARY OBJECTIVES.

EPE is currently developing plans for transportation electrification. CRRMA is currently considering opportunities available from leveraging planned construction projects for the development of transportation electrification readiness. The parties’ common objectives are to (i) increase opportunities for transportation electrification, (ii) enhance access to electric vehicle charging, and (iii) create investment efficiencies in order to improve customer mobility options in the region.

3. OBJECTIVES. The parties wish to achieve the following objectives through this MOU:

- a. Explore the ongoing CRRMA projects with the goal of potentially implementing EV-ready infrastructure during new construction or improvement projects,
- b. Develop mutually beneficial projects between EPE and CRRMA that allows for the effective implementation of EV charging infrastructure in the region, and
- c. Explore and develop other mutually beneficial transportation electrification projects.

4. POINTS OF CONTACT. The following individuals will be the points of contact for this MOU.

CRRMA

Raymond L. Telles
Executive Director
801 Texas. Ave.
El Paso, Texas 79901
Phone: (915) 212-1072
Email: tellesrl@crrma.org

EPE

Dave Hawkins
Vice President – Strategy and Sustainability
100 N. Stanton St.
El Paso, Texas 79901
Phone: 915-475-3950
Email: dave.hawkins@epelectric.com

5. NON-BINDING. With the exception of Section 10, PUBLICITY, and Section 7, CONFIDENTIALITY, below, this MOU does not constitute a binding agreement by any party. Neither party may claim any legal rights against the other by reason of signing this MOU nor by taking any action in reliance thereon. Each party understands that no party shall have any legal obligations to the other, with the exception of Section 10, PUBLICITY, and Section 7, CONFIDENTIALITY, below.

6. TERMINATION. Either party may terminate this MOU at any time by providing thirty (30) days written notice, to include email, to the other party's contact(s) as designated in Section 4, POINTS OF CONTACT.

7. CONFIDENTIALITY. Neither party is obligated to provide confidential information to the other, and the parties, in accordance with Section 3, OBJECTIVES, agree to only share non-confidential information with the other; however, to the extent that a party deems it necessary to share its own confidential information, and subject to the Texas Public Information Act and any other applicable statutes, then the terms of this Section 7 shall apply.

- a. Each party agrees for itself and for its officers, directors, employees, agents, consultants, advisors, affiliates, and potential lenders and investors (collectively, "Representatives") (i) to keep confidential any information that has been made available pertaining to this MOU, the Project, the other party (and its business operations), and any work product created therefrom using the same degree of care as the receiving party uses to protect its own confidential information, but in no event shall a party use less than reasonable care and (ii) not to furnish such information to any person or entity other than its Representatives who are confidentially bound to the receiving Party, who need to know the confidential information in order to accomplish the purpose for which the confidential information was

disclosed, who are informed of the confidential nature of the confidential information, and who agree to be bound by the terms of this provision, in each case, unless agreed to in writing by the disclosing party. Each party, including its Representatives, shall not use such confidential information directly or indirectly for any purpose other than for performing under this MOU. Each Party will be responsible for any breach by its Representatives of the obligations set forth in this Section 7.

- b. This Section 7 will not be applicable to information (i) which is or becomes publicly available without the fault of a receiving party; (ii) which is already rightfully in a party's possession prior to its being disclosed to such party; (iii) that becomes available to a party from a third party who, to such receiving party's knowledge, has no obligation of confidentiality; or (iv) to the extent required to be disclosed by law, regulation, decree, administrative procedure, or court order (provided the receiving party shall first promptly notify the disclosing party of any such law, regulation, decree, or order and afford the disclosing party a reasonable opportunity to seek a protective order relating to such disclosure and, provided further, the receiving party will only furnish that portion of the information that it is legally required to disclose and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the remaining information). The parties acknowledge and agree that in the event that a party receiving such confidential information violates this Section 7, the party whose information was disclosed shall be entitled to seek relief both at law and in equity including, but not limited to, injunctive relief and specific performance, and shall be entitled to all other rights and remedies provided by law.
- c. Except for retention obligations under law or regulation, all confidential material shared by the disclosing party shall be and remain the property of the disclosing party, and such confidential material and any copies thereof, as well as any written summaries of any confidential material disclosed orally, shall be promptly returned to the disclosing party upon written request, or destroyed at the disclosing party's option. No license is hereby granted directly or indirectly under any patent or copyright now held by, or which may be obtained by, or which is or may be licensed by disclosing party.

8. REVIEW; AMENDMENTS. This MOU may be reviewed annually to ensure adequate identification of support requirements. Additional reviews may take place as changing conditions or circumstances require. This MOU may only be amended in a written document signed by both parties.

9. EFFECTIVE DATE. The parties have executed this MOU as of the last date indicated below.

10. PUBLICITY. Neither party will make any public announcement regarding this MOU, or any project that may be developed under this MOU, without first obtaining the prior written consent of the other party.

11. ACCEPTANCE OF THE MOU.

Executive Director
Camino Real Regional Mobility Authority

Vice President Strategy and Sustainability
El Paso Electric Company

(Date)

(Date)