

CAMINO REAL REGIONAL MOBILITY AUTHORITY BOARD RESOLUTION

WHEREAS, the County of El Paso (County) and the Camino Real Regional Mobility Authority (CRRMA) have entered into various agreements that permit the CRRMA to assist the County in its development of certain major transportation projects;

WHEREAS, the County and CRRMA entered into an interlocal agreement whereby the County would provide funding for the CRRMA to acquire right of way necessary for the development of a transit facility to support the El Paso County Regional Transit system; and

WHEREAS, the County has subsequently requested that the CRRMA provide design services for such proposed transit facility and the parties now desire to amend the referenced interlocal agreement to allow for such expanded scope of services.

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

THAT the Chair of the CRRMA is authorized to execute an amendment to the Interlocal Agreement with the County of El Paso, Texas to permit the CRRMA to complete design services necessary for the El Paso County Transit Facility Project.

PASSED AND APPROVED THIS 10TH DAY OF JANUARY 2024.

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

Joyce A. Wilson, Chair

ATTEST:

Dorothy M. (Sissy) Byrd
Board Treasurer / Secretary

APPROVED AS TO CONTENT:

Raymond L. Telles
Executive Director

FIRST AMENDMENT
INTERLOCAL AGREEMENT
PROJECT DEVELOPMENT AGREEMENT FOR THE
EL PASO COUNTY TRANSIT FACILITY PROJECT

THIS FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT (the “Amendment”) is made and entered into effective as of the ____ day of _____, 2024, by and between EL PASO COUNTY, TEXAS (the “County”) and the CAMINO REAL REGIONAL MOBILITY AUTHORITY (“Authority”), (collectively, the “Parties”), for the purposes described herein.

WITNESSETH:

WHEREAS, the County and Authority entered into an Interlocal Agreement – Project Development Agreement for the El Paso County Transit Facility Project [2023-0956] dated December 4, 2023 (the “Interlocal Agreement”) whereby the County was to provide funds to the Authority for the acquisition of certain rights of way required for the completion of a planned transit facility (the “Project”); and

WHEREAS, the Parties now desire to amend the Interlocal Agreement to provide the additional funding necessary for the Authority to develop the design plans necessary for such referenced transit facility, as requested by El Paso County.

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

1. Replacement of EXHIBIT A. The Parties hereby agree to delete **EXHIBIT A** from the Interlocal Agreement in its entirety and replace it with **EXHIBIT A-1**, which is attached hereto. Further, any references within the Interlocal Agreement to **EXHIBIT A** shall be replaced with **EXHIBIT A-1**.

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

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

4. Payments from the County. Except when not permitted by federal funding sources, the County shall transfer any Project funds added by **EXHIBIT C-1** of this Amendment to the Authority within ten (10) days of the date first noted above.

3. Ratification. Except as expressly amended by this Amendment, the Interlocal Agreement and its exhibits shall remain in full force and effect.

4. 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.

EL PASO COUNTY, TEXAS

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

Ricardo A. Samaniego
County Judge

Joyce A. Wilson
Chair

ATTEST:

Dorothy M. (Sissy) Byrd
Board Treasurer / Secretary

EXHIBIT A-1

EL PASO COUNTY TRANSIT FACILITY PROJECT DESCRIPTION

The scope of work for the Project consists of right of way acquisition and design services.

RIGHT OF WAY ACQUISITIONS

The Authority shall complete the acquisition of one (1) or more parcels for the placement of a transit facility to support the El Paso County Transit System. The parcel(s) to be acquired shall be identified with input from, and in coordination with, the County but shall be limited by the Project Budget identified in **EXHIBIT C-1**; provided, however, that the County will be responsible for any acquisitions that require the use of condemnation. In such event, the Authority will provide to the County with all work product developed up to the point at which condemnation is required.

DESIGN SERVICES

The Authority shall provide professional engineering services necessary for the completion of design plans required for the proposed transit facility. Such services shall include those activities normally associated with the design of a transit facility, including design, transportation planning, stakeholder coordination, transit planning, traffic engineering, data collection, environmental, preliminary drainage, architectural and facility planning. The services shall be provided by the Authority with input from, and in coordination with, the County but shall be limited by the Project Budget identified in **EXHIBIT C-1**.

[END OF EXHIBIT]

EXHIBIT B-1

EL PASO COUNTY TRANSIT FACILITY PROJECT RESPONSIBILITIES

- 1. PLANNING: N/A**
- 2. DESIGN: Authority**
- 3. ENVIRONMENTAL PERMITTING: N/A**
- 4. RIGHT-OF-WAY ACQUISITION: Authority**
- 5. CONSTRUCTION LETTING: N/A**
- 6. CONSTRUCTION: N/A**
- 7. FINANCIAL OBLIGATIONS: County**
- 8. REPORTING: Authority**
- 9. PERFORMANCE STANDARDS: Authority**
- 10. MARKETING AND PUBLIC OUTREACH: N/A**
- 11. UTILITY RELOCATION: N/A**
- 12. OTHERS: N/A**

[END OF EXHIBIT]

EXHIBIT C-1

EL PASO COUNTY TRANSIT FACILITY PROJECT BUDGET

DESCRIPTION	TOTAL ESTIMATED PROJECT COST	AUTHORITY PAYS WITH COUNTY FUNDS	AUTHORITY PAYS WITH FEDERAL FUNDS
ROW	\$ 2,022,259.00	\$ 2,022,259.00	\$ 0.00
UTILITY RELOCATION	\$ 0.00	\$ 0.00	\$ 0.00
PERMITS & SERVICES	\$ 0.00	\$ 0.00	\$ 0.00
DESIGN	\$ 400,000.00	\$ 0.00	\$ 400,000.00
CONSTRUCTION	\$ 0.00	\$ 0.00	\$ 0.00
MISCELLANEOUS	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL	\$ 2,422,259.00	\$ 2,022,259.00	\$ 400,000.00

NOTES:

1. The table above identifies anticipated uses by the Authority of available funds by category. However, the Authority 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 Authority coordinates all such uses with the County.
2. The categories identified above are inclusive of acquisition, design, and administrative expenses; provided, however, that Authority administrative costs shall not exceed \$5,000.00 for ROW activities and 3% of Design and other services provided herein.