

# **CAMINO REAL REGIONAL MOBILITY AUTHORITY BOARD RESOLUTION**

**WHEREAS**, El Paso County (County) and the Camino Real Regional Mobility Authority (CRRMA) have entered into various interlocal agreements whereby the CRRMA provides support to the County for the development of its transportation programs and initiatives; and

**WHEREAS**, the County and CRRMA entered into an interlocal agreement for the CRRMA to develop certain sidewalks in Fabens, Texas (Project), as amended, which permits the CRRMA to design and construct the Project, while the County has an agreement with the Texas Department of Transportation that provides the necessary project funding to the County; and

**WHEREAS**, the County and CRRMA now desire to further amend the referenced interlocal agreement to allow for the County to make payments directly to the CRRMA's construction contractor.

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

**THAT** the CRRMA hereby authorizes its Chair to execute a Third Amendment to the Interlocal Agreement – Design and Construction of the Fabens Sidewalks Project, with El Paso County, related to the payment process for construction activities on the project.

**PASSED AND APPROVED THIS 13<sup>TH</sup> DAY OF MARCH 2024.**

**CAMINO REAL REGIONAL  
MOBILITY AUTHORITY**

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James L. (Jim) Smith, Vice Chair

**ATTEST:**

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Monica L. Perez  
Board Secretary

**APPROVED AS TO CONTENT:**

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Raymond L. Telles  
Executive Director

**THIRD AMENDMENT**  
**INTERLOCAL AGREEMENT**  
**DESIGN AND CONSTRUCTION OF THE FABENS SIDEWALKS 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 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 – Design and Construction of the Fabens Sidewalks Project [2021-0701] dated August 1, 2022, which was supplemented by the First Amendment [2021-0561] dated August 7, 2023 and the Second Amendment [2024-0111] dated February 26, 2024 (collectively referred to as the “Interlocal Agreement”) whereby the County was to provide funds to the Authority for the design and construction of certain sidewalks within Fabens, Texas in El Paso County (the “Project”); and

**WHEREAS**, the County has an existing agreement with the Texas Department of Transportation for the development of the Project, which identifies the County as the recipient for project funding; and

**WHEREAS**, pursuant to the Interlocal Agreement, the Authority has procured a construction contractor for the Project and will manage the selected contractor, on behalf of the County, pursuant to the contract between the Authority and such contractor; and

**WHEREAS**, the Parties have determined that it would be more efficient if the County, as the recipient of the project funding, were authorized to make payments directly to the selected contractor and the Parties now desire to further amend the Interlocal Agreement to permit such direct payments.

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

**1. Direct Payments by the County.** The Parties hereby agree that the County shall make monthly payments to the construction contractor selected by the Authority for completion of the Project, as evidenced by the Contract between the Authority and Hawk Construction, dated February 28, 2024. Such payments shall be made by the County to the referenced contractor within thirty (30) days of receipt of a complete invoice from the Authority. The County shall be responsible for any fees due to the contractor, pursuant to the Prompt Payment Act or otherwise, in the event the County fails to make a requested payment within such thirty (30) day period. The

County will also provide evidence of completed payments to the Authority each month, to allow the Authority to maintain complete project records.

**2. Ratification.** Except as expressly amended by this Amendment, the Interlocal Agreement 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.

**EL PASO COUNTY, TEXAS**

**CAMINO REAL REGIONAL  
MOBILITY AUTHORITY**

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Ricardo A. Samaniego  
County Judge

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Joyce A. Wilson  
Chair

**ATTEST:**

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Monica L. Perez  
Board Secretary