

# **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 an interlocal agreement whereby the County provides 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 parties subsequently amended such interlocal agreement to allow for the CRRMA to complete those design activities necessary for the completion of a study to assist in developing the needs for the County's proposed transit facility; and

**WHEREAS**, the County has subsequently requested that the CRRMA begin certain design services for such proposed transit facility, including survey and geotechnical work, and the parties now desire to amend the referenced interlocal agreement to allow for the same.

**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 begin certain design services necessary for the El Paso County Transit Facility 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

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

**THIS SECOND 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 as revised by the First Amendment dated January 22, 2024 [2024-0022] (collectively, 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 and for the commencement of design services, to include the completion of a study to identify the County’s needs for the desired transit facility; and

**WHEREAS**, the Parties now desire to further amend the Interlocal Agreement to provide the additional funding necessary for the Authority to begin developing the actual design plans necessary for the referenced transit facility, as requested by the County.

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

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

**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

## EXHIBIT C-2

### EL PASO COUNTY TRANSIT FACILITY PROJECT BUDGET

| DESCRIPTION        | TOTAL<br>ESTIMATED<br>PROJECT COST | AUTHORITY<br>PAYS WITH<br>COUNTY FUNDS | AUTHORITY<br>PAYS WITH<br>FEDERAL<br>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 – STUDY     | \$ 400,000.00                      | \$ 0.00                                | \$ 400,000.00                              |
| DESIGN – PLANS     | \$ 1,400,000.00                    | \$ 1,400,000.00                        | \$ 0.00                                    |
| CONSTRUCTION       | \$ 0.00                            | \$ 0.00                                | \$ 0.00                                    |
| MISCELLANEOUS      | \$ 0.00                            | \$ 0.00                                | \$ 0.00                                    |
| TOTAL              | \$ 3,822,259.00                    | \$ 3,422,259.00                        | \$ 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.
3. The “Design – Plans” category provides initial funding necessary for the commencement of work on the required design plans, but it is recognized by the Parties that the funds identified in this Amendment will not be sufficient for the completion of such design plans. Additional funding will be required to complete the requested plans, which will be added through subsequent amendments.

[END OF EXHIBIT]