

**CAMINO REAL REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION**

WHEREAS, the El Paso Metropolitan Planning Organization (EPMPO) has submitted a grant application for the development of a Safety Action Plan (Plan) as part of the Safe Streets for All Program (SS4A) and has been informed that it will be awarded funding for the Plan; and

WHEREAS, El Paso County (County) has agreed to provide certain funding from the County’s vehicle registration fee program (VRF) to support the EPMPO’s efforts to develop the Plan, but the County’s VRF funding is managed by the Camino Real Regional Mobility Authority (CRRMA); and

WHEREAS, the County has requested that the CRRMA provide funding from the County’s VRF program, and any additional support requested by the EPMPO, to assist in the completion of the Plan.

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

THAT the Executive Director of the CRRMA is authorized to execute an Interlocal Agreement with the El Paso Metropolitan Planning Organization for the development of a Safety Action Plan as part of the Safe Streets for All Program.

PASSED AND APPROVED THIS 10TH DAY OF APRIL 2024.

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

James L. (Jim) Smith, Vice Chair

ATTEST:

Monica L. Perez
Board Secretary

APPROVED AS TO CONTENT:

Raymond L. Telles
Executive Director

STATE OF TEXAS

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INTERLOCAL AGREEMENT

COUNTY OF EL PASO

This Interlocal Agreement (“Agreement”) is made by and between the EL PASO METROPOLITAN PLANNING ORGANIZATION (“EPMPO”), a metropolitan planning organization, and the CAMINO REAL REGIONAL MOBILITY AUTHORITY (“CRRMA”), a regional mobility authority, pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code (collectively the “Parties”).

RECITALS

WHEREAS, the EPMPO is the designated metropolitan planning organization that serves as a forum for cooperative transportation decision-making by state and local governments and local transportation planning agencies in the EPMPO study area; and

WHEREAS, the CRRMA is a regional mobility authority created pursuant to the request of the City of El Paso and operating pursuant to Chapter 370 of the Texas Transportation Code and 43 Tex. Admin. Code §§ 26.1 *et seq.*; and

WHEREAS, the EPMPO has submitted a grant application for the development of a Safety Action Plan (“Plan”) as part of the Safe Streets for All Program (“SS4A”) and the EPMPO has been informed that it will be awarded funding for such Plan; and

WHEREAS, El Paso County (“County”) has agreed to provide certain funding from the County’s vehicle registration fee program (“VRF”) to the EPMPO, to support its efforts to develop the Plan, but the County’s VRF funding is managed by the CRRMA; and

WHEREAS, the County has authorized the CRRMA to make certain expenditures from the County’s VRF program to support the EPMPO’s efforts to complete the Plan and the EPMPO will utilize such VRF funding to satisfy the local match contribution required of recipients of SS4A grant funding; and

WHEREAS, the completion of the referenced Plan will benefit the citizens of the County and surrounding region and are consistent with the missions of the EPMPO and the CRRMA.

FOR THESE REASONS, and in consideration of the promises, covenants, and other good and valuable consideration exchanged between the Parties, the Parties agree as follows:

1. **PROJECT BACKGROUND.** The County and the EPMPO had previously agreed to cooperatively pursue grant funding from the SS4A Program. There are two funding opportunities within the SS4A. The first involves a request for federal funding to develop a safety action plan that, when completed, would identify specific safety improvement

projects that could be undertaken in a particular region. The second is a request for federal funding to develop one or more projects that are identified within a completed safety action plan. The EPMPO submitted a grant application seeking funding for the development of a safety action plan for projects within the EPMPO's boundary, in hopes that the completion of such a plan would allow the individual regional partners to then seek additional federal grant funding on a project-by-project basis.

The EPMPO has received notice of approval of its request for funding of a safety action plan in the total amount of \$750,000.00, which includes a local match of 20% of such total amount. The County has agreed to provide the referenced 20% local match of \$150,000.00 but would like to provide those funds from the County's VRF program. The VRF program is managed by the CRRMA on behalf of the County. Accordingly, the CRRMA will provide VRF funding to the EPMPO in the amount of \$150,000.00 for use as a local match for the SS4A program in the development of the Plan. In addition, but only upon request by the EPMPO, the CRRMA may provide technical support to the EPMPO for the completion of the Plan.

The Parties recognize that the completion of the Plan for the region will result in the identification of clearly identified, individual safety projects that would then be eligible for additional grant funding from the SS4A Program and that there is mutual benefit to each party and the residents of the County for the completion of such a safety action plan.

2. **SCOPE OF SERVICES.** The CRRMA agrees to provide the EPMPO with a total local match of up to ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$150,000.00) for use in developing the Plan. The EPMPO shall submit quarterly invoices to the CRRMA in a form and style agreed upon between the Parties to access such local match funding. The CRRMA may also provide additional technical and professional guidance, support, and assistance for the EPMPO to complete the Plan.

EPMPO agrees to dedicate and use the referenced local match funding to the development of the Plan. EPMPO will comply with all applicable state and federal laws and regulations in the development of the Plan.

The EPMPO will work with the County and CRRMA to establish a schedule for developing the Plan.

3. **TERM AND TERMINATION.** The term of this Agreement will begin upon the execution of both Parties and will remain in effect until the completion of the Plan on or before May 31, 2026. This Agreement shall automatically terminate on May 31, 2026, unless the Parties renew or extend it via a separate written instrument mutually agreed upon by the Parties. Either party may terminate this Agreement, subject to the requirements noted below.

If a party seeks to terminate this Agreement due to an alleged breach by the other party, the party seeking to terminate must (1) provide written notice to the other party detailing all elements of the breach or noncompliance, and (2) provide the other party with a minimum of thirty (30) days to dispute or cure the alleged breach or noncompliance. If the alleged

breach or noncompliance is not cured upon the expiration of thirty (30) days, the party seeking to terminate may immediately terminate the Agreement by providing written notice to the other party.

If the CRRMA terminates this Agreement due to a breach or noncompliance, and only after the Parties have used their best efforts to amicably resolve any breach or noncompliance, the EPMPO shall return any unexpended amounts of the local match that have been paid to the EPMPO, so long as such recapture of funds is authorized by all applicable state and federal laws and regulations.

4. **INSPECTION OF WORK.** The County, the CRRMA and their authorized representatives may observe or inspect all work done and materials created for the Plan at reasonable times and places. If the County or CRRMA believes the Plan is not being developed as originally contemplated, the Parties' designated representatives shall meet with the EPMPO to discuss appropriate actions to ensure that any defects in the Plan or deviations are remedied. The EPMPO shall furnish, at such times and in such form as the CRRMA may reasonably request, periodic information concerning the status of the Plan and the performance of the obligations under this Agreement.
5. **COMPENSATION.** In the event the Parties agree that the CRRMA will provide additional services for the completion of the Plan, the CRRMA may receive compensation from the EPMPO, as agreed upon between the Parties. Such compensation may come from the SS4A grant funds or the VRF funds being contributed by the CRRMA as local match.
6. **COMPLIANCE WITH LAWS.** The Parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations, and the orders and decrees of any courts or administrative bodies in any matter affecting the performance of this Agreement.
7. **PRIVILEGES AND IMMUNITIES.** All privileges and immunities from liability, exemptions from laws, ordinances, rules, and other benefits that apply to the activities of officers, agents, or employees of the Parties when performing a function shall apply to such officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement.
8. **GOVERNMENTAL FUNCTIONS.** The Parties expressly agree that in all things relating to this Agreement, the Parties are performing a governmental function as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of either party, which, in any way, pertains to or arises out of this Agreement, falls within the definition of governmental function.
9. **GOVERNMENTAL IMMUNITY.** The Parties reserve, and do not waive, their respective rights of sovereign and governmental immunity and similar rights and do not waive their rights under the Texas Tort Claims Act. No provision of this Agreement that imposes an obligation or restriction on either party not permitted by applicable law shall be enforceable.

10. **APPLICABLE LAW.** Any disputes arising in connection with this Agreement shall be governed and interpreted by the laws of the State of Texas without regard to its conflict of law provisions. The Parties agree that they shall use their best efforts to settle amicably any dispute, controversy, or claim arising out of this Agreement.

11. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof, and no amendment, modification, or alteration of the terms shall be binding unless the same is in writing, dated after the date hereof, and duly executed by the Parties.

[Signatures on the following page.]

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY:**

**EL PASO METROPOLITAN PLANNING
ORGANIZATION:**

Raymond L. Telles

Eduardo Calvo

Executive Director

Executive Director

Title

Title

Date

Date

APPROVED AS TO FORM:

Sergio M. Estrada – Kemp Smith, LLP

Legal Counsel to the EPMPO

Title

Date