

CAMINO REAL REGIONAL MOBILITY AUTHORITY BOARD RESOLUTION

WHEREAS, El Paso County (County) and the Camino Real Regional Mobility Authority (CRRMA) executed an Interlocal Agreement – Project Development Agreement for the El Paso County Roadway Safety Program (Interlocal Agreement), which provided funds from the County for the CRRMA to develop various safety improvements along County roadways (Project);

WHEREAS, the parties agreed to develop the Project through a phased approach, the design plans for a first phase of improvements (Phase 1) are complete, and a solicitation for construction of Phase 1 has also been completed; and

WHEREAS, the parties now desire to advance the Project to complete the construction of Phase 1, which requires an amendment to the Interlocal Agreement to increase the funding available to allow for the commencement of such construction activities.

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 – Project Development Agreement for the El Paso County Roadway Safety Program with El Paso County to permit the CRRMA to commence construction of Phase 1 of the El Paso County Roadway Safety Program.

PASSED AND APPROVED THIS 10TH DAY OF SEPTEMBER 2025.

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

Joyce A. Wilson, Chair

ATTEST:

Lina Ortega
Board Secretary

APPROVED AS TO CONTENT:

Raymond L. Telles
Executive Director

FIRST AMENDMENT
INTERLOCAL AGREEMENT
PROJECT DEVELOPMENT AGREEMENT FOR THE
EL PASO COUNTY ROADWAY SAFETY PROGRAM

This **FIRST AMENDMENT** to the **INTERLOCAL AGREEMENT** (“Amendment”) is made and entered into effective as of the last day noted below, by and between EL PASO COUNTY, TEXAS (“County”) and the CAMINO REAL REGIONAL MOBILITY AUTHORITY (“CRRMA”), (each a “Party” and collectively, the “Parties”), for the purposes described herein.

WITNESSETH:

WHEREAS, the County and CRRMA executed an Interlocal Agreement – Project Development Agreement for the El Paso County Roadway Safety Program dated November 16, 2023 [2023-0859] (“Interlocal Agreement”), which provided funds necessary for the design of certain safety improvements to various roadways within El Paso County (the “Project”); and

WHEREAS, the Parties have agreed to develop the Project through a phased approach, the design plans for Phase 1 are complete, and a solicitation for construction of Phase 1 has also been completed; and

WHEREAS, the Parties now desire to advance the Project to complete the construction of Phase 1, which requires a further amendment of the Interlocal Agreement in order to increase the funding available to allow for the commencement of such construction activities.

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

1. Replacement of Section III.A. Project Responsibilities of the County. The parties hereby agree to delete Section III.A. from the Interlocal Agreement in its entirety and replace it with the following:

A. Project Responsibilities of the County. The County shall be responsible for the costs of those responsibilities as enumerated within **EXHIBIT B-1** to this Agreement. The County had previously transferred the funds identified in the “Design” category of **EXHIBIT C-1** of this Agreement for the CRRMA to use in completing design activities for the Project. For the “Construction” funds identified within **EXHIBIT C-1** of this Agreement, the CRRMA will submit monthly payment requests to the County, based on work performed. The County will release payment as soon as reasonably possible, but not later than thirty (30) calendar days from receipt of a properly submitted payment request and supporting documentation from the CRRMA. The Texas Prompt Pay Act, Texas Gov’t

Code Chapter 2251, applies to this Agreement. Once those responsibilities or deliverables have been completed, the County shall bear no additional costs for completion of the Project, unless specifically included in the Project Budget or in a written amendment of this Agreement approved by the County.

2. Addition of EXHIBIT A-1. The parties hereby agree to supplement **EXHIBIT A** from the Interlocal Agreement with those construction activities identified within **EXHIBIT A-1**, which is attached hereto and incorporated herein for all purposes.

3. 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 and incorporated herein for all purposes.

4. 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 and incorporated herein for all purposes.

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

6. 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**

By: _____
Ricardo Samaniego
County Judge
Date: _____

By: _____
Joyce A. Wilson
Chair
Date: _____

ATTEST:

By: _____
Lina Ortega
Board Secretary

EXHIBIT A-1

EL PASO COUNTY ROADWAY SAFETY PROGRAM PROJECT DESCRIPTION

This Amendment No. 1 authorizes the construction of a portion of the roadway safety improvements contemplated by the Project. Specific construction activities will include the following components, which are collectively referred to as Phase 1 of the Project:

1. Safety Illumination:
 - Intersection of Strahan Rd. and Moore Rd.
 - Intersection of Borderline and Morrill Rd.
2. Traffic Signals:
 - Eastlake Blvd. and Emerald Sand St.
 - Emerald Pass Ave. and Rojas Dr.
3. Roadway Flashing Beacon and a Four-Way Stop:
 - Emerald Pass Ave. and Peyton Dr.
4. Signing and Pavement Markings:
 - Eastlake Blvd. and Emerald Sand St. - Emerald Pass Ave. and Rojas Dr.
 - Emerald Pass Ave. and Peyton Dr

The activities to be provided by the CRRMA shall include those services reasonably expected to be utilized in the construction of such safety improvements. The improvements shall be developed in coordination with the County but limited by the Project Budget identified in **EXHIBIT C-1** of this Amendment.

The Parties recognize that the County is providing local funds for the completion of these activities. Accordingly, all construction activities shall comply with standards applicable to County-provided funding.

[END OF EXHIBIT]

EXHIBIT B-1

EL PASO COUNTY ROADWAY SAFETY PROGRAM PROJECT RESPONSIBILITIES

- 1. PLANNING: N/A**
- 2. DESIGN: Authority**
- 3. ENVIRONMENTAL PERMITTING: N/A**
- 4. RIGHT-OF-WAY ACQUISITION: N/A**
- 5. CONSTRUCTION LETTING: Authority**
- 6. CONSTRUCTION: Authority**
- 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 ROADWAY SAFETY PROGRAM PROJECT BUDGET

| DESCRIPTION | TOTAL ESTIMATED PROJECT COST | AUTHORITY PAYS WITH COUNTY FUNDS | AUTHORITY PAYS WITH FEDERAL FUNDS |
|--------------------|---------------------------------------|--|--|
| ROW | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| UTILITY RELOCATION | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| PERMITS & SERVICES | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| DESIGN | \$ 347,999.88 | \$ 347,999.88 | \$ 0.00 |
| CONSTRUCTION | \$ 1,578,454.70 | \$ 1,578,454.70 | \$ 0.00 |
| MISCELLANEOUS | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| TOTAL | \$ 1,926,454.58 | \$ 1,926,454.58 | \$ 0.00 |

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 design and administrative costs; provided, however, that Authority administrative costs shall not exceed 3.5% of the total Project cost.

[END OF EXHIBIT]