

CAMINO REAL REGIONAL MOBILITY AUTHORITY BOARD RESOLUTION

WHEREAS, the Camino Real Regional Mobility Authority (CRRMA) has worked with various local agencies and stakeholders interested in developing transportation improvements in the Medical Center of the Americas (MCA);

WHEREAS, the CRRMA and certain MCA stakeholders have agreed to jointly pursue the development of a set of placemaking guidelines that will guide future improvements in the MCA and the CRRMA has asked its general engineering consultant to provide support for the development of such guidelines; and

WHEREAS, the CRRMA and the City of El Paso now desire to formally agree to develop the referenced guidelines and therefore desire to execute an interlocal agreement to establish the roles and responsibilities of each party in the development of such guidelines.

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

THAT the CRRMA Chair is authorized to execute an Interlocal Agreement with the City of El Paso for the development of the Medical Center of the Americas Placemaking Guidelines Project.

PASSED AND APPROVED THIS 12TH DAY OF NOVEMBER 2025.

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

Joyce A. Wilson, Chair

ATTEST:

Lina Ortega
Board Secretary

APPROVED AS TO CONTENT:

Raymond L. Telles
Executive Director

EL PASO COUNTY	}	INTERLOCAL AGREEMENT
	}	MEDICAL CENTER OF THE AMERICAS
STATE OF TEXAS	}	PLACEMAKING GUIDELINES PROJECT

THIS INTERLOCAL AGREEMENT (the Agreement) is made and entered into effective as of the last date signed below, by and between the CITY OF EL PASO, a home rule municipality (the Partner) and the CAMINO REAL REGIONAL MOBILITY AUTHORITY (the CRRMA) (collectively, the Parties), for the purposes described herein.

WITNESSETH:

WHEREAS, the Partner is a political subdivision of the State of Texas; 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 (the RMA Act) and 43 TEX. ADMIN. CODE §§26.1 *et seq.* and is a body politic and corporate and political subdivision of the State; and

WHEREAS, Chapter 791 of the Texas Government Code provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

WHEREAS, Section 370.033 of the RMA Act permits the CRRMA to enter into an agreement under which the CRRMA may acquire, plan, design, construct, maintain, repair, or operate a transportation project on behalf of another governmental entity if the transportation project is located in the CRRMA's area of jurisdiction or in a county adjacent to the CRRMA's area of jurisdiction; and

WHEREAS, the Partner, the CRRMA, and additional project partners and stakeholders have agreed to collectively develop the Medical Center of the Americas Placemaking Guidelines Project (the Project), located in El Paso County which is within or adjacent to the CRRMA's area of jurisdiction; and

WHEREAS, the Partner and CRRMA now desire to enter into this Agreement to identify the responsibilities of each Party for the development of the Project.

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

I.

FINDINGS

A. Recitals. The recitals set forth above are incorporated herein for all purposes and are found by the Parties to be true and correct. It is further found and determined that the Parties have authorized and approved the Agreement by resolution or order adopted by their respective governing bodies, and that this Agreement will be in full force and effect when approved by both Parties.

B. Overview of the Project. The Partner and CRRMA have agreed to cooperatively develop the Project, along with other anticipated project partners, due to the mutual benefit to each party and the benefits to the region. The CRRMA, in coordination with the Partner and as more fully enumerated within **EXHIBIT A** to this Agreement, will take such actions as necessary to advance the Project using funds provided by the Partner and other project partners. The Project responsibilities of each party and the Project budget and schedule are more fully enumerated within **EXHIBIT B**, **EXHIBIT C**, and **EXHIBIT D** of this Agreement, respectively.

II. DUTIES AND RESPONSIBILITIES OF THE CRRMA

A. Project Services. Subject to the terms of this Agreement, the CRRMA agrees and is hereby authorized to use funding from the Partner, additional project partners, and such other lawfully available funds designated from time to time, to serve as the funding necessary for the provision of services identified in **EXHIBIT A**.

1. Timeline for Commencement and Completion of Work. Commencement of work on the Project shall begin when the CRRMA receives executed agreements from all project partners. No later than fifteen (15) days from CRRMA receipt of such executed agreements, the CRRMA will initiate the process to commence work on the Project, as more specifically described in **EXHIBITS A, B, and C**, including a Project kickoff meeting with all project partners and stakeholders. Project-related services, including deliverables and milestones, will be developed as agreed to between the CRRMA and the “Project Committee” more fully described below. The Project is anticipated to take up to two hundred and sixty (260) days from issuance of a notice to proceed from the CRRMA to its consultant team, as set forth in **EXHIBIT D** to this Agreement.

2. Scope of Work. Specific elements of the work required for the Project and the responsible party for the performance of such work are set forth in **EXHIBIT B** to this Agreement. Such services will be provided by the appropriate party within the jointly developed schedule referenced above.

3. Project Budget. The budget for the Project is set forth in **EXHIBIT C** to this Agreement (the Project Budget). The Parties will work together to attempt to minimize the actual costs reflected in the Project Budget, and in no event shall the cash disbursements by the Partner exceed such Project Budget, nor will the Partner be obligated to make any advance payments, absent the written agreement of the Parties. Payments made by the

Partner will be made only for actual, completed, and documented services rendered under this Agreement. No payments will be made by the Partner for incomplete, rejected, or undelivered work. The CRRMA will provide invoices in accordance with the requirements established by the Project Committee, as noted above.

B. CRRMA and Partner Cooperation. The Parties shall cooperate in the development of the Project such that the Project is most effectively and efficiently developed.

1. Budget Overruns. In the event the Partner's costs of the Project exceed, or due to a change in circumstances during development of such Project are expected to exceed, the amount specified in the Project Budget, the Parties, through their respective designated representatives, will work together to identify the additional funding necessary for the Project; noting, however, that the Partner will have no obligation to provide additional funding beyond those funds identified in **EXHIBIT C**. In the event additional funds cannot be identified to address such increased costs, the CRRMA will coordinate with the Project Committee to identify an approach to continue advancing the Project. The Parties shall work together with the Project Committee to amend the scope of the Project to fit within the available funds or to otherwise address the Project funding shortfall. However, any change to the scope of work identified within the Project Description noted in **EXHIBIT A** will require written amendment to this Agreement.

2. Completion of the Project. The CRRMA shall notify the Partner in writing upon Final Completion of the Project, which shall consist of the completion of the CRRMA Deliverables noted in **EXHIBIT A**. Unless otherwise agreed by the CRRMA, the CRRMA shall have no further obligation with respect to this Agreement after Final Acceptance of the Project.

3. CRRMA Performance Measures. Some of the services being provided pursuant to this Agreement are an extension of the services being provided to the CRRMA under agreements with contractors or consultants. As such, the CRRMA shall ensure, through its agreements with such contractors and third-party professionals, that the same performance measures are established and maintained for the performance of the services delivered on the Project pursuant to this Agreement as are applicable to work performed by such contractors and consultants on other CRRMA projects. The CRRMA shall enforce such measures and standards on the Partner's and the CRRMA's behalf, and the CRRMA shall not agree to modify performance measures, as they may relate to the services contemplated herein, without the prior written consent of the Partner.

C. Reports to the Partner. The CRRMA shall, at such times and in such form as the Partner may reasonably request, furnish periodic information concerning the status of the Project and the performance of the CRRMA's obligations under this Agreement. Such reporting may include information on the current status, including financial details, of the Project.

D. Accounting. The CRRMA shall use diligence to ensure that each distribution of Project funds is for proper and documented expenditures. Complete books and records shall be maintained by the CRRMA of disbursements for payments required in this Agreement. All such books and

records shall be deemed complete if kept in accordance with the Governmental Accounting Standards Board's principles and in accordance with the provisions of the RMA Act. Such books and records shall be available for examination by the duly authorized officers or agents of the Partner during normal business hours upon request made not less than five (5) business days prior to the date of such examination. In addition, and upon request, the CRRMA shall coordinate with the Partner to provide information and documentation necessary for the Partner to complete its annual books, records and reports for each fiscal year, during which Project funds are/were distributed for the Project.

E. Limitations on Project Development. Notwithstanding anything herein to the contrary, the CRRMA shall not be obligated to pursue or complete development of the Project if the funds available from the Partner, other project partners, and other lawfully available and designated funds are insufficient to pay all costs associated with the Project and the project partners refuse to provide additional funding to cover the amount of any such deficiency.

III. DUTIES AND OBLIGATIONS OF THE PARTNER

A. Project Responsibilities of the Partner. The Partner shall be responsible for those obligations assigned to the Partner within **EXHIBIT B** to this Agreement. The Partner shall be responsible for providing the funding identified within **EXHIBIT C** to this Agreement to the CRRMA. Once those responsibilities have been completed, the Partner 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 Partner.

B. Financial Obligations of the Partner. Partner financial obligations created hereunder shall be limited solely to those funds identified in **EXHIBIT C** to this Agreement. Except for delivery of the funds enumerated herein, the Partner shall have no financial obligation to make any payment, in whole or in part, on behalf of the CRRMA,

C. Payment of Funds by Partner. The Partner shall release to the CRRMA the funds identified within **EXHIBIT C** upon monthly invoicing from the CRRMA for actual services rendered. The Partner will issue payment within fifteen (15) days of the receipt of a completed invoice from the CRRMA. Invoices may be submitted by email.

D. Cooperation of Parties. The Partner and CRRMA agree that each shall cooperate to ensure the timely completion of the Project within specified and agreed upon budget and timelines and shall fulfill their obligations under this Agreement in a timely manner

E. Access to Partner Property and Rights of Way. The Partner hereby grants access to Partner property and rights of way owned by the Partner that are within the Project limits, as noted in **EXHIBIT A**. Such access is expressly granted to the CRRMA and its contractors, consultants, and third parties engaged to develop the Project to allow for the CRRMA's successful completion of the Project. The CRRMA will coordinate any needed access to the Partner's property and rights of way prior to accessing the same.

IV.
PARTY REPRESENTATIVES AND LEGAL NOTICES

A. Party Representatives. The designated representatives authorized to act on behalf of each party hereto, and the addresses to which notices due hereunder should be directed, are as follows, unless and until either Party is otherwise notified in writing by the other:

Partner:

CRRMA:

Executive Director
801 Texas Avenue
El Paso, Texas 79901.

B. Notices. Any and all notices and communications under this Agreement shall be in writing and mailed by first-class mail, or hand delivered, addressed to the following designated officials:

Partner:

CRRMA:

Executive Director
801 Texas Avenue
El Paso, Texas 79901

V.
TERM AND TERMINATION

Term and Termination. Subject to the following, this Agreement shall be effective as of the last date noted below and shall continue in full force and effect until the earlier of the completion of the Project or June 1, 2027. Notwithstanding the foregoing, and without limitation on any other remedy identified in the Agreement or available at law or in equity:

A. either Party may terminate this Agreement in the event of a material breach of its terms, which may include, but is not limited to, failure to make timely payments of amounts owed and failure of services to be provided in accordance with this Agreement, provided that the party seeking to terminate the Agreement has provided written notice to the other of the alleged default and the default has not been cured within thirty (30) days of receipt of such notice;

B. the Parties may mutually agree to terminate this Agreement; and

C. this Agreement may be terminated in whole or in part by either party for convenience upon thirty (30) days by sending written notice of the termination date to the other party at the address provided herein. Such termination will have no effect upon the rights and obligations resulting from transactions occurring prior to the effective date of the termination, including the CRRMA's obligation to use funds from the Project Budget to pay Project expenses incurred prior to the referenced termination and the Partner's associated responsibility to pay for expenses incurred prior to the termination.

VI. GENERAL AND MISCELLANEOUS

A. Payments. Each Party paying for the performance of governmental functions or services under this Agreement shall make those payments from current revenues available to the paying party, in accordance with Chapter 791 of the Texas Government Code.

B. Waiver. Neither this Agreement nor any of the terms hereof may be waived or modified orally, but only by an instrument in writing signed by the Party against which the enforcement of the waiver or modification shall be sought. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations or agreements under this Agreement, shall operate as a waiver, discharge or invalidation thereof, nor shall any single or partial exercise of any such right, power or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power or remedy.

C. Other Services. Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other service, or to provide or not to provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties.

D. Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claims on behalf of any third party. Neither of the Parties waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

E. Amendments and Modifications. This Agreement may not be amended or modified except in writing and executed by both Parties to this Agreement and authorized by their respective governing bodies.

F. Venue. For any and all disputes arising under this Agreement, venue shall be in El Paso County, Texas.

G. Successors and Assigns. This Agreement shall bind and benefit the respective Parties and their legal successors, and shall not be assignable, in whole or in part, by any Party hereto without first obtaining the written consent of the other Party.

H. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that

such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

I. Execution in Counterparts. This Agreement 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 last date noted below, notwithstanding that all signatures may not appear on the same counterpart.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

CITY OF EL PASO

Renard U. Johnson

Date: _____

ATTEST:

Laura D. Prime
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Joaquin Rodriguez
CID Grant Funded Programs Director

**CAMINO REAL
REGIONAL MOBILITY AUTHORITY**

Joyce A. Wilson, Chair

Date: _____

ATTEST:

Lina Ortega
Board Secretary

EXHIBIT A

**MEDICAL CENTER OF THE AMERICAS
PLACEMAKING GUIDELINES**

PROJECT DESCRIPTION

Project Goal:

The intent of the Project is to cooperatively develop placemaking design guidelines (Guidelines) to provide a suggested framework for future improvements in and around the Medical Center of the Americas (MCA) campus. The Project limits are defined as I-10 to the north, North Boone Street to the west, and Paisano Drive to the south and east. The Partner and other project partners will provide funding for the Guidelines while the CRRMA and its consultants will develop the Guidelines, with input from the Partner and other project partners (collectively, the Project Committee). The goal of the Project is that the jointly developed Guidelines will serve as a resource and reference document for the Partner and other project partners and MCA stakeholders, when pursuing signage, pedestrian, aesthetic, landscaping, and other public facing improvements within or adjacent to the MCA.

Scope of Work:

The CRRMA will develop the Project through the use of consultants. Initially, the CRRMA will assess the existing condition of the MCA through document reviews and site visits. Utilizing this information, the CRRMA will solicit the input of the Project Committee to identify the desired future condition and aesthetic of future improvements to the MCA. From this iterative process, the CRRMA will develop the Guidelines. In addition, the CRRMA will develop materials that can be used by the Partner, or other project partners, to seek grant funds for the development of an initial project arising from the work developed for the Guidelines. This initial project will be identified by the Project Committee. Throughout the Project, the CRRMA will provide project management, oversight, and coordination services for the Project.

CRRMA Tasks:

1. Discovery – perform data collection and existing conditions analysis.
2. Placemaking Plan – develop the Guidelines, based on information gained in the Discovery Task as well as input and guidance from the Project Committee.
3. Grant Support – develop materials that the Partner or other project partners could use to pursue a grant application for an initial project.
4. Project Management – engage, manage, and oversee the consultants developing the Project and coordinate such activities with the Project Committee.

CRRMA Deliverables:

Upon completion of the Project, the CRRMA will present and deliver the final MCA Placemaking Guidelines and the Grant Support Materials to the Project Committee. However, in order to complete the Guidelines, the CRRMA will provide several interim deliverables to the Project Committee, including the:

1. Site Analysis Technical Memo;
2. Vision and Goals Report;
3. Recommendations Report; and
4. MCA Identity Framework Package.

Periodic status reports and Project Committee meetings will be utilized to solicit guidance and input from the Project Committee on the development of each of the deliverables.

[END OF EXHIBIT]

EXHIBIT B

MEDICAL CENTER OF THE AMERICAS PLACEMAKING GUIDELINES

PROJECT RESPONSIBILITIES

- 1. PLANNING: CRRMA**
- 2. GRANT SUPPORT: CRRMA**
- 3. FINANCIAL OBLIGATIONS: Partner**
- 4. REPORTING: CRRMA**
- 5. PERFORMANCE STANDARDS: CRRMA**
- 6. PROPERTY AND ROW ACCESS: Partner**

[END OF EXHIBIT]

EXHIBIT C

MEDICAL CENTER OF THE AMERICAS PLACEMAKING GUIDELINES

PROJECT BUDGET

DESCRIPTION	TOTAL ESTIMATED COST	FUNDING PROVIDED BY PARTNER	FUNDING PROVIDED BY OTHERS
PLANNING	\$ 340,000.00	\$ \$68,000.00	\$ 272,000.00
TOTAL	\$ 340,000.00	\$ \$68,000.00	\$ 272,000.00

NOTES:

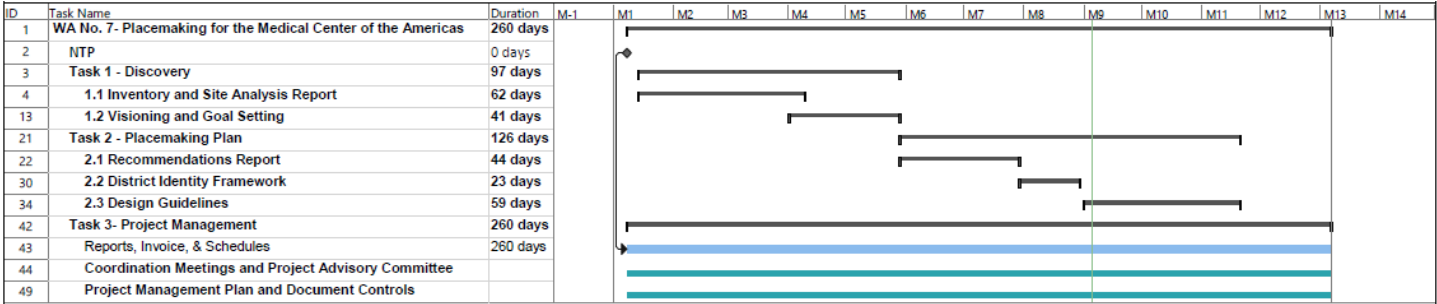
1. The table above identifies anticipated uses by the CRRMA of available funds by category. The CRRMA shall provide periodic updates to the Partner regarding expenditures of the funds identified above in accordance with this Agreement.

[END OF EXHIBIT]

EXHIBIT D

MEDICAL CENTER OF THE AMERICAS
PLACEMAKING GUIDELINES

PROJECT SCHEDULE



[END OF EXHIBIT]