

CAMINO REAL REGIONAL MOBILITY AUTHORITY BOARD RESOLUTION

WHEREAS, the El Paso Area Transportation Services, Local Government Corporation (EPATS) is the successor in interest to El Paso County Regional Transit (County Transit) and as this transition of services advances, EPATS now desires to develop communications and outreach services to better serve its ridership in the El Paso area;

WHEREAS, the Camino Real Regional Mobility Authority (CRRMA) has previously partnered with County Transit on several projects, including the delivery of bus shelters and a transit facility, some of which now involve EPATS, and the CRRMA acknowledges the transition of transit services from County Transit to EPATS; and

WHEREAS, EPATS has requested support from the CRRMA in the provision of various communications and outreach services, as EPATS continues to transition into the primary transit service outside of the City of El Paso and the CRRMA now desires to provide such support.

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

THAT the Chair of the CRRMA is authorized to execute an Interlocal Agreement with the El Paso Area Transportation Services, Local Government Corporation (EPATS) to permit the CRRMA to provide communications and outreach services to EPATS.

PASSED AND APPROVED THIS 10TH DAY OF DECEMBER 2025.

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

Joyce A. Wilson, Chair

ATTEST:

Lina Ortega
Board Secretary

APPROVED AS TO CONTENT:

Raymond L. Telles
Executive Director

**INTERLOCAL AGREEMENT
FOR COMMUNICATIONS AND OUTREACH SERVICES**

THIS INTERLOCAL AGREEMENT (the Agreement) is made and entered into effective as of the last date noted below, by and between the EL PASO AREA TRANSPORTATION SERVICES, LOCAL GOVERNMENT CORPORATION (EPATS) and the CAMINO REAL REGIONAL MOBILITY AUTHORITY (Authority), (individually a Party, collectively, the Parties), for the purposes described herein.

WITNESSETH:

WHEREAS, EPATS is a local government corporation in the State of Texas, created to encourage and assist entities within the El Paso region to cooperate in the provision of regional public transportation solutions to the community; and

WHEREAS, the Authority 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 Authority to enter into an agreement under which the Authority may support a transportation project on behalf of another public entity if the transportation project is located in the Authority's area of jurisdiction or in a county adjacent to the Authority's area of jurisdiction; and

WHEREAS, EPATS requests the Authority to provide certain communications and outreach support, on an as needed basis, for the transportation projects being developed and operated by EPATS, as more fully defined in this Agreement (the Project), as such projects are located in El Paso County which is within or adjacent to the Authority's area of jurisdiction; and

WHEREAS, EPATS and the Authority now desire to enter into this Agreement to establish a process by which the Authority may provide various communications and outreach services to EPATS from time to time and on an as-needed basis.

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. EPATS and the Authority desire to cooperate in the further development and expansion of public transportation in the El Paso region, due to the mutual benefit to each Party and the benefits to the residents of El Paso County. The Project consists of the provision of various individual tasks for communication and outreach support to EPATS by the Authority, on an as needed basis, for EPATS transportation projects. Individual assignments will be authorized through the execution of a task order, as more fully described within **EXHIBIT A** and **EXHIBIT B**, which are attached hereto. All expenditures made under this Agreement shall be limited by the total Project Budget identified within **EXHIBIT C**, which is attached hereto. The responsibilities of each Party and the Project budget are more fully enumerated below and within the attached exhibits of this Agreement.

II. DUTIES AND RESPONSIBILITIES OF THE AUTHORITY

A. Project Services. Subject to the terms of this Agreement, the Authority agrees and is hereby authorized to use funding from EPATS, or such other lawfully available funds designated from time to time, to provide all or a portion of the funding necessary for the development of the work more fully enumerated within subsequent task orders.

1. Timeline for Commencement and Completion of Work. Commencement of work on an individual assignment shall begin upon execution of a task order by the Parties. Upon such execution, the Authority will commence work on the identified task. Project-related services, including any applicable phasing of such work, will be completed in accordance with the schedule developed between EPATS and the Authority for such task.

2. Scope of Work. Specific elements of the work required for an individual assignment and the responsible party for the performance of such work will be set forth in an executed task order, in accordance with **EXHIBIT A**. Such services will be provided by the appropriate party within the jointly developed schedule referenced in subparagraph II.A.1. above.

3. Project Budget. The total available budget for the Project is set forth in **EXHIBIT C** to this Agreement (Project Budget). The budget identified within **EXHIBIT C** includes Authority administrative costs related to the Project. Costs paid by EPATS but not actually incurred will be refunded or credited back to EPATS. The Parties will work together to attempt to minimize the actual costs as reflected in the Project Budget, and in no event shall the cash disbursements by the Authority exceed such Project Budget, absent the written agreement of the Parties.

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

1. Inspections. EPATS and its authorized representatives may observe or inspect all work done and materials furnished for the Project at reasonable times and places. If either Party believes such Project is not being developed as originally contemplated, the Parties' designated representatives shall meet to discuss appropriate actions to ensure that any defects in the Project or deviations are remedied.

2. Budget Overruns. In the event the costs of a task order funded in whole or in part from EPATS funds exceed, or due to a change in circumstances during development of such work are expected to exceed, the amount specified in the associated task order and other lawfully available and designated funds, the Parties, through their respective designated representatives, will work together to identify the additional funding necessary. In the event additional funds cannot be identified to address such increased costs, the Parties shall work together to amend the scope of the task order to fit within the available funds or to otherwise address the funding shortfall.

3. Final Acceptance. The Authority shall notify EPATS upon Final Acceptance of any work requested by task order or a portion of such work. Unless otherwise agreed by the Authority, the Authority shall have no further obligation with respect to such work after Final Acceptance.

4. Authority Performance Measures. Some of the services being provided pursuant to this Agreement are an extension of the services being provided to the Authority under agreements with consulting agreements with third-party professionals. As such, the Authority shall ensure, through its agreements with such 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 third parties on other Authority Projects. The Authority shall enforce such measures and standards on EPATS' and the Authority's behalf, and the Authority shall not agree to modify performance measures, as they may relate to the services contemplated herein, without the prior written consent of EPATS.

C. Reports to EPATS. The Authority shall, at such times and in such form as EPATS may reasonably request, furnish periodic information concerning the status of the Project, or a portion of the Project, and the performance of the Authority's obligations under this Agreement. To the extent requested by EPATS, the Authority may make an annual report to the EPATS board of directors on the Project. Such annual report will include information on the status of existing task orders and the state of the Authority as a public entity in general.

D. Accounting. The Authority 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 Authority 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 EPATS

during normal business hours upon request made not less than five (5) business days prior to the date of such examination. In addition, the Authority shall coordinate with EPATS auditors to provide information and documentation necessary for EPATS to complete its annual books, records and reports for each fiscal year ending September 30th during which Project funds are/were distributed for the Project.

E. Limitations on Project Development. Notwithstanding anything herein to the contrary, the Authority shall not be obligated to pursue or complete development of a task order, if the funds available from EPATS together with other lawfully available and designated funds are insufficient to pay all costs associated with such task order and EPATS fails to provide additional funding to cover the amount of any such deficiency.

III. DUTIES AND OBLIGATIONS OF EPATS

A. Project Responsibilities of EPATS. EPATS will be responsible for the costs of those activities enumerated within any executed task order. EPATS will make payments to the Authority within fifteen (15) days of receipt of an invoice for services rendered in accordance with this Agreement and the associated task order. Once those responsibilities or deliverables have been completed, EPATS shall bear no additional costs for completion of such task order, unless specifically included in this Agreement or a fully executed amendment to this Agreement or the applicable task order.

B. Financial Obligations of EPATS. Authority financial obligations created hereunder shall be limited solely to funds transferred from time to time by EPATS to the Authority as required by this Agreement. Except for delivery of the funds enumerated herein, EPATS shall have no financial obligation to make any payment, in whole or in part, on behalf of the Authority, unless specifically provided in accordance with the terms of this Agreement, an executed task order, or executed amendments to either.

C. Disclosure of Information. EPATS covenants and agrees that it shall cooperate with the Authority to ensure the timely completion of those activities identified by task order within specified and agreed upon budgets and shall promptly provide the Authority with such information or support as may be necessary for the Authority to satisfy its obligations under this Agreement.

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:

EPATS:

Executive Director
800 E. Overland, Room 423
El Paso, Texas 79901

Authority:

Executive Director
801 Texas Avenue
El Paso, Texas 79901.

B. Limitations on Party Representatives. The identified Party Representatives are hereby authorized to execute subsequent task orders, provided that the cumulative amounts identified in such task orders do not exceed the Project Budget identified within **EXHIBIT C** to this Agreement. Notwithstanding anything contained herein to the contrary, changes to the funding source(s), Project amendments that increase the Project Budget, and all amendments to this Agreement shall require the action of the EPATS and Authority boards of directors.

C. Legal 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:

EPATS:

Executive Director
500 E. San Antonio, Room 423
El Paso, Texas 79901

Authority:

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 written below and shall continue in full force and effect until the completion of all services identified in an executed task order. 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; and

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

**VI.
GENERAL AND MISCELLANEOUS**

A. 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.

B. 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.

C. 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.

D. 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.

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

F. 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.

G. 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.

H. 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 written below, when both Parties have executed an identical counterpart, 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.

**EL PASO AREA TRANSPORTATION
SERVICES, LOCAL GOVERNMENT
CORPORATION**

Jackie Butler
Chair

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

Joyce A. Wilson
Chair

ATTEST:

Lina Ortega
Board Secretary

EXHIBIT A

EPATS COMMUNICATIONS & OUTREACH SUPPORT PROJECT DESCRIPTION

The scope of work for the Project shall include various communications and outreach activities requested by EPATS from time to time, as enumerated within an executed task order. Such services may include, but are not limited to, the following types of activities:

1. Communications & Outreach

- Brand positioning and messaging.
- Concept development and design.
- Copywriting and editing (may include multilingual).
- Digital marketing, Search Engine Optimization (SEO) strategy and optimization, interactive tool design and development (video, webinars, etc.).
- Familiarity with Customer Relationship Management (CRM) Systems structure and automation a plus.
- Creative strategy and design for collaterals, presentations, reports, advertising, displays, broadcast and promotional items.
- Video production, photography (aerial, drone, general), casting/talent, licensing and art buying.
- Media planning, buying and placement.
- Graphic design.
- Development of a marketing plan.
- Refinement of ETA Brand Guidelines.

2. Website Design & Development

- Website refresh and template designs.
- Assist with content management strategies, including those designed for mobile devices.
- Experience with interactive web functionality and features.
- Knowledge of website Americans with Disabilities Act (ADA) compliance.
- Maintain and update the EPATS website.
- Ensure timely publication of news, updates, and public information.
- Optimize content for accessibility and user experience.

3. Market Research & Analysis

- Experience with conducting primary market research, focus groups, survey development and analysis.
- Experience with Geographic Information System (GIS) tools, customer segmentation and cluster analysis.
- Monitoring, tracking and reporting on analytics and performance resulting from advertising, website, social media platforms, campaigns and events.

4. Account Management & Reporting

- Maintain internal procedures that ensure budget control, prompt billing and

deliverables monitoring, tracking and reporting.

5. Public Communications

- Develop and distribute press releases, newsletters, and public notices.
- Support the publication of meeting agendas and notices in compliance with the Texas Open Meetings Act.
- Assist in the creation of branded materials for public outreach.
- Develop templates, forms, business cards and materials featuring the EPATS logo and brand.

6. Community Engagement

- Design and implement outreach campaigns to inform and engage the public about EPATS projects.
- Provide creative assets for social media and digital platforms.

Upon the written request for support by EPATS, the Parties will negotiate a task order that enumerates the specific scope of work and fee required for completion of such services, in substantially the same form as **EXHIBIT B** of this Agreement. All resulting task orders shall be executed by the Party Representatives of each Party, prior to commencement of any work. All resulting task orders shall be limited by the total Project Budget identified in **EXHIBIT C**.

[END OF EXHIBIT]

EXHIBIT B

**EPATS COMMUNICATIONS & OUTREACH SUPPORT
TASK ORDER FORM**

TASK ORDER NO. _____

**INTERLOCAL AGREEMENT FOR COMMUNICATIONS & OUTREACH SERVICES
DATED _____ BETWEEN EPATS AND THE AUTHORITY.**

SCOPE OF WORK:

COMPENSATION:

In return for the performance of the scope of work identified herein, EPATS shall pay the Authority an amount not to exceed _____ (\$xx,xxx.xx). All EPATS payments shall be made in accordance with the referenced Interlocal Agreement between the parties.

**EL PASO AREA TRANSPORTATION
SERVICES, LOCAL GOVERNMENT
CORPORATION**

**CAMINO REAL
REGIONAL MOBILITY AUTHORITY**

John C. Andoh, CCTM, CPM, TDM-CP
Executive Director
Date: _____

Raymond L. Telles
Executive Director
Date: _____

[END OF EXHIBIT]

EXHIBIT C

EPATS COMMUNICATIONS & OUTREACH SUPPORT PROJECT BUDGET

DESCRIPTION OF SERVICES	NOT TO EXCEED AMOUNT
COMMUNICATIONS & OUTREACH	\$ 0.00
TOTAL	\$ 0.00

NOTES:

1. The Parties will execute one or more Task Orders to identify the scope and compensation required for each individual task. The compensation paid to the Authority through the various Task Orders cannot exceed the total not to exceed amount identified above.
2. The not to exceed amount identified above is inclusive of Authority administrative costs; provided, however, that such administrative costs shall not exceed 3% on each of the individual Task Orders.

[END OF EXHIBIT]