

**CAMINO REAL REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION**

WHEREAS, the County of El Paso (County) and the Camino Real Regional Mobility Authority (CRRMA) have executed 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 County’s transit operations; 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 and 30% design plans for the County’s proposed transit facility; and

WHEREAS, the County has now requested that the CRRMA continue those design services up to a 60% design set and has requested the addition of the El Paso Area Transportation Services, LGC as a party to the interlocal agreement, 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 and El Paso Area Transportation Services, LGC to permit the CRRMA to continue providing design services necessary for the El Paso County Transit Facility Project.

PASSED AND APPROVED THIS 11TH DAY OF MARCH 2026.

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

Monica L. Perez, Vice Chair

ATTEST:

Lina Ortega
Board Secretary

APPROVED AS TO CONTENT:

Raymond L. Telles
Executive Director

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

THIS THIRD AMENDMENT TO THE INTERLOCAL AGREEMENT (the “Amendment”) is made and entered into effective as of the last date noted below, by and between EL PASO COUNTY, TEXAS (the “County”), EL PASO AREA TRANSPORTATION SERVICES, LGC (“EPATS”) and the CAMINO REAL REGIONAL MOBILITY AUTHORITY (“Authority”), (collectively, the “Parties”), for the purposes described herein.

WITNESSETH:

WHEREAS, the County and Authority executed 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] and the Second Amendment dated April 8, 2024 [2024-0259] (collectively, the “Interlocal Agreement”);

WHEREAS, pursuant to the Interlocal Agreement, 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 provision of certain design services, to complete a study to identify the County’s needs for the desired transit facility and for initial design plans for such facility; and

WHEREAS, the County and Authority now desire to further amend the Interlocal Agreement to reallocate project funding to allow for the use of funds remaining from the right of way activities for further development of the design plans as well as provide additional funds to support design activities, as requested by the County; and

WHEREAS, the County has requested minor amendments to the Interlocal Agreement to reflect certain planned operational changes; and

WHEREAS, EPATS is a local government corporation created to assume transit operations from the County and, at some point during the delivery of work envisioned by the Interlocal Agreement, EPATS will assume the County’s responsibilities; the Parties therefore desire to add certain assignment provisions to the Interlocal Agreement as well as joining EPATS as a party to the Interlocal Agreement.

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

1. Addition of EPATS. The Parties hereby agree to add EPATS as a party to the Interlocal Agreement, subject to and in accordance with the provisions of this Amendment.

2. Replacement of EXHIBIT C-2. The Parties hereby agree to delete **EXHIBIT C-2** from the Interlocal Agreement in its entirety and replace it with **EXHIBIT C-3**, which is attached hereto. Further, any references within the Interlocal Agreement to **EXHIBIT C**, **EXHIBIT C-1**, or **EXHIBIT C-2** shall be replaced with **EXHIBIT C-3**.

3. Addition of EXHIBIT D. The Parties hereby agree to add certain Federal clauses and certifications to the Interlocal Agreement, as more fully enumerated within **EXHIBIT D**, which is attached hereto for all purposes.

4. Amendment to ARTICLE VI. GENERAL AND MISCELLANEOUS. The Parties agree to replace Section F in its entirety, with the following:

F. Successors and Assigns. The Interlocal 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. However, the Authority acknowledges that EPATS has been created by the County to assume the responsibilities of public transportation services in El Paso County, currently operated by the County. The Parties agree that upon issuance of a thirty (30) calendar day notification from the County to the Authority, the County shall assign this Interlocal Agreement to EPATS and EPATS shall assume all County responsibilities and liabilities related to this Interlocal Agreement on the effective date established in the notice and the County shall withdraw its participation in this Agreement.

Notwithstanding any reference in the Interlocal Agreement to the County, the Parties agree that the County shall be solely responsible for all obligations of the County under this Interlocal Agreement prior to formal, written assignment to EPATS. Upon the County's execution of the written assignment and EPATS' written acceptance of such assignment, EPATS shall become solely responsible for all obligations attributed to the County under this Interlocal Agreement. No obligation shall be deemed shared or jointly performed. Any duty assigned to the County in the Interlocal Agreement shall mean County alone prior to assignment and EPATS alone after assignment.

The County and EPATS agree that, as between the County and EPATS, the Fiscal Year 2026 Interlocal Agreement governs their respective roles and responsibilities during the FY26 transition year. However, the Authority shall rely on receipt of the County's written assignment and EPATS' written acceptance, to determine the responsible entity for the purposes of performance, invoicing, reporting, and contractual notice.

5. Amendments to ARTICLE IV. PARTY REPRESENTATIVES AND LEGAL NOTICES. The Parties agree that the following sections shall be amended as follows:

A. Party Representatives. shall be amended to replace the identified County representative with the following:

COUNTY and EPATS:

Executive Director of Transit Operations
800 E. Overland Avenue, Room 423
El Paso, Texas 79901

- B. Limitations on County Representative.** Shall be replaced in its entirety with the following:

Limitations on the County and EPATS Representative. Notwithstanding anything contained herein to the contrary, revisions to the Project Budget, changes to the funding source(s), change orders that increase the Project Budget, and all amendments to this Interlocal Agreement prior to written assignment to EPATS shall require the action of EPATS Board of Directors and then County Commissioners Court. After assignment to EPATS, amendments to this Interlocal Agreement shall only require the action of EPATS Board of Directors.

- C. Legal Notices.** shall be amended to replace the identified County representatives with:

COUNTY and EPATS:

Executive Director of Transit Operations
800 E. Overland Avenue, Room 423
El Paso, Texas 79901

- 6. Amendment to ARTICLE II. DUTIES AND RESPONSIBILITIES OF THE AUTHORITY.** The Parties agree to replace Section C in its entirety, with the following:

- C. Reports to County and EPATS.** The Authority shall, at such times and in such form as the County or EPATS may reasonably request, furnish periodic information concerning the status of the Project and the performance of the Authority's obligations under this Agreement. To the extent requested by the County or EPATS, the Authority shall make an annual report to the Commissioners Court or EPATS Board of Directors on the Project. Such annual report shall include information on the current construction and financial status of the Project and the state of the Authority as a public entity in general.

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

- 8. 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 last written below, when all 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 Amendment by their officers thereunto duly authorized.

EL PASO COUNTY, TEXAS

Ricardo A. Samaniego
County Judge
Date: _____

ATTEST:

By: _____
John Andoh
Executive Director

EL PASO AREA TRANSPORTATION SERVICES, LGC

By: _____
Jackie Butler
Chair
Date: _____

ATTEST:

By: _____
John Andoh
Executive Director

CAMINO REAL REGIONAL MOBILITY AUTHORITY

Joyce A. Wilson
Chair
Date: _____

ATTEST:

Lina Ortega
Board Secretary

EXHIBIT C-3

**EL PASO COUNTY TRANSIT FACILITY
PROJECT BUDGET**

PROJECT CATEGORY	TOTAL ESTIMATED PROJECT COST	COUNTY GENERAL FUNDS	FEDERAL TRANSIT ADMINISTRATION FUNDS
RIGHT OF WAY (ROW)	\$ 1,569,545.99	\$ 1,569,545.99	\$ 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	\$ 2,020,451.62	\$ 620,166.62	\$ 1,400,285.00
CONSTRUCTION	\$ 0.00	\$ 0.00	\$ 0.00
MISCELLANEOUS	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL	\$ 3,989,997.61	\$ 2,189,712.61	\$ 1,800,285.00

NOTES:

1. The table above identifies anticipated use by the Authority of available funds by project category. Any changes to the above-mentioned table shall be memorialized as an amendment to the Agreement.
2. The project 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 funding necessary for work on the required design plans through 60%. An Amendment shall be required to add additional funds to complete the design plans to 100% upon future identification of the funds.

[END OF EXHIBIT]