

**CAMINO REAL REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION**

WHEREAS, the County of El Paso (County) and the Camino Real Regional Mobility Authority (CRRMA) have entered into various agreements that permit the CRRMA to assist the County in its development of certain major transportation projects;

WHEREAS, the parties executed an interlocal whereby the County would provide funding for the CRRMA to complete the design plans necessary for the Tom Mays Drive Extension Project (Project); and

WHEREAS, the parties now desire to amend the referenced interlocal agreement to reallocate funding for the CRRMA to acquire certain rights of way necessary for the completion of the Project.

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 Tom Mays Drive Extension Project with El Paso County, for the addition of certain right of way acquisition services.

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

FIRST AMENDMENT
INTERLOCAL AGREEMENT
PROJECT DEVELOPMENT AGREEMENT FOR THE
TOM MAYS DRIVE EXTENSION PROJECT

THIS FIRST AMENDMENT (the “Amendment”) is made and entered into effective as of the last day noted below, by and between EL PASO COUNTY, TEXAS (the “County”) 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 Tom Mays Drive Extension Project [2021-0331] dated June 28, 2021, (the “Interlocal Agreement”) whereby the County was to provide funds to the Authority for the design of the extension of Tom Mays Drive (the “Project”); and

WHEREAS, the Parties now desire to amend the Interlocal Agreement to more clearly describe permitted uses of certain project funds and for the provision of funds for the acquisition of certain rights of way necessary for the completion of the Project.

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

1. Replacement of Section II. A. (3) Budget. The Parties hereby agree to revise Section II. A. (3) of the Interlocal by adding the underlined provisions noted below:

3. Project Budget. The initial budget for the Project is set forth in **EXHIBIT C-1** to this Agreement (“Project Budget”). The budget identified within EXHIBIT C-1 for the various project costs includes administrative costs related to the Project. Costs not actually incurred will be refunded or credited back to the County. 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.

2. 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.

3. 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.

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

5. 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**

Ricardo A. Samaniego
County Judge
Date: _____

Joyce A. Wilson
Chair
Date: _____

ATTEST:

Lina Ortega
Board Secretary

EXHIBIT B-1

TOM MAYS DRIVE EXTENSION PROJECT PROJECT RESPONSIBILITIES

- 1. PLANNING: County**
- 2. DESIGN: Authority**
- 3. ENVIRONMENTAL PERMITTING: N/A**
- 4. RIGHT-OF-WAY ACQUISITION: Authority**
- 5. CONSTRUCTION LETTING: Authority**
- 6. CONSTRUCTION: Authority**
- 7. FINANCIAL OBLIGATIONS: County**
- 8. REPORTING: Authority**
- 9. PERFORMANCE STANDARDS: Authority**
- 10. MARKETING AND PUBLIC OUTREACH: None**
- 11. UTILITY RELOCATION: TBD**
- 12. OTHERS: N/A**

[END OF EXHIBIT]

EXHIBIT C-1

**TOM MAYS DRIVE EXTENSION PROJECT
PROJECT BUDGET**

DESCRIPTION	TOTAL ESTIMATED COST	COUNTY FUNDS	OTHER FUNDS
PRE-CONSTRUCTION ACTIVITIES	\$ 3,000,000.00	\$ 3,000,000.00	\$ 0.00
CONSTRUCTION ACTIVITIES	\$ 0.00	\$ 0.00	\$ 0.00
OTHER	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL	\$ 3,000,000.00	\$ 3,000,000.00	\$ 0.00

NOTES:

1. Pre-Construction Activities are inclusive of that work necessary to advance to the construction phase of the Project. By way of example, these activities could include right-of-way acquisitions, environmental clearance, design services, and construction contractor procurement activities.
2. Construction Activities are inclusive of that work necessary to complete the construction phase of the Project after award of a construction contract. By way of example, these activities could include construction, design services during construction, and construction engineering and inspection services.
3. 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.
4. The categories identified above are inclusive of all administrative costs; provided, however, that Authority administrative costs shall not exceed 3% of the total project cost.

[END OF EXHIBIT]