

**THIRD AMENDMENT**  
**INTERLOCAL AGREEMENT**  
**DESIGN OF PASSENGER BUS SHELTERS**

**THIS THIRD AMENDMENT TO THE INTERLOCAL AGREEMENT** (the “Amendment”) is made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2025, 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 entered into an Interlocal Agreement – Design of Passenger Bus Shelters [2021-0047] dated February 1, 2021, which was amended by a First Amendment [2023-0461] dated June 12, 2023 and a Second Amendment [2024-0257] dated April 8, 2024 (collectively referred to as the “Interlocal Agreement”) whereby the County was to provide funds to the Authority for the design of certain passenger bus shelters in El Paso County to support existing and future El Paso County Transit services; and

**WHEREAS**, the Parties now desire to further amend the Interlocal Agreement to add funding and authorization for the provision of construction activities for the referenced passenger bus shelters, as requested by the County; and

**WHEREAS**, the County is a subrecipient, through the Texas Department of Transportation, of Rural Bus and Bus Facilities Program funds, administered by the Federal Transit Administration; and

**WHEREAS**, The Passenger Bus Shelters project is an eligible use of the Rural Bus and Bus Facilities Program funds and the County desires to use those funds for the Project; and

**WHEREAS**, under 2 CFR 200.318(e) in order to foster greater economy and efficiency and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common shared goods and services; and

**WHEREAS**, the Parties now desire to amend the Interlocal Agreement to more clearly describe the scope of work and required supporting documents;

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

1. **Supplement to EXHIBIT A.** The Project Description included in **EXHIBIT A** of the Interlocal Agreement shall be supplemented to include the following:

As contemplated within the Interlocal Agreement, the County has requested the Authority to complete the installation of certain passenger bus shelters designed through prior phases of this project. The Authority is hereby authorized to complete such installation activities, utilizing the additional funding provided through 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.

3. **Replacement of Section II. A. 3)** The parties hereby agree to replace Section II.A.3) with the following:

**3) Invoicing and Payment.** The Authority will invoice the County monthly, based on work performed, but will include the County's Director of Transit Operations, or designee, in the invoicing process in an effort to minimize the payment timeline. Each invoice shall state the project for which work was performed, the total invoiced amount, and shall be accompanied by a detailed itemization of services and expenses, including proof of payment such as paid invoices or receipts showing actual amounts spent. The County shall pay such invoices within thirty (30) days after the receipt of a properly submitted invoice, or sooner, if possible.

**Commented [RT1]:** Since the retainer has been removed, the remaining subsections can also be removed.

4. **Addition of Section VI.** The Parties hereby agree to add a new Section VI as follows:

**“VI.  
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 the County, 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 Project identified in **EXHIBIT A**.

**1. Timeline for Commencement and Completion of Work.** Commencement of work on the Project shall begin when the County Representative (as defined herein) issues a written Notice to Proceed to the Authority for the Project. No later than fifteen (15) days from Authority receipt of a Notice to Proceed, the Authority will initiate the process to commence work on the Project, as more specifically described in **EXHIBITS A, B, and C-3**. Project-related services, including any applicable phasing of such work, will be completed in accordance with the schedule developed between the County and the Authority.

**B. Compliance with Federal and State Requirements for Grants and Agreements.**

The Authority will utilize contracts and subcontractors to complete the scope of services referenced in **EXHIBIT A**. The Authority confirms that its selection of contractors and subcontractors was or will be done in compliance with 2 CFR 200, as applicable, and as evidenced by the letter of concurrence issued by the Texas Department of Transportation for such procurements. A copy of such letters of concurrence have been made available to the County. Failure to adhere to the Federal and State requirements set forth in this section constitutes a material breach of the Agreement.

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

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

**3. Change Order.** Change Order shall mean a written order to the Authority's contractor executed by the Authority after execution of the original construction contract between the Authority and that contractor, directing a change in the work to be performed on the Project, and may include a change in the contract price or the time for the contractor's performance or any combination thereof. A Change Order requested by the Authority or its contractor, which would result in an increase in the Project Budget, must be approved by the County in writing prior to creating an enforceable commitment of County funds or other lawfully available and designated funds. A proposed Change Order requested by the Authority or its contractor shall be provided to the County in writing and include detailed justification for the requested change(s). The Authority may approve a Change Order without the approval of the County if the Authority agrees to pay the increased cost of the Project from its own funding source.

**4. Final Acceptance.** The Authority shall notify the County in writing upon Final Acceptance of the Project or a portion of the Project. Final Acceptance means

the date when the Authority determines the Project, or a portion of the Project, to be fully completed, punch list work included. Upon Final Acceptance of the Project, or a portion of the Project, the Authority will assign to the County, or other responsible entity, all contractor warranties, guarantees, and bonds which it possesses with respect to such work, and which extend beyond the date of such Final Acceptance. Unless otherwise agreed by the Authority, the Authority shall have no further obligation with respect to such work after Final Acceptance.

**D. Reports to the County.** The Authority shall, at such times and in such form as the County 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, the Authority shall make an annual report to Commissioners Court 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.

**E. 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 the County 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 the County's Auditor's Office to provide information and documentation necessary for the County to complete its annual books, records and reports for each fiscal year ending September 30th during which: (1) Project funds are/were distributed for the Project; (2) Project warranties are/were in effect; and/or (3) Project claims are/were outstanding.

**F. Limitations on Project Development.** Notwithstanding anything in this Agreement to the contrary, the Authority shall not be obligated to pursue or complete development of the Project if the funds available from the County together with other lawfully available and designated funds are insufficient to pay all costs associated with the Project and the County fails to provide additional funding to cover the amount of any such deficiency."

**5. Addition of Section VII.** The Parties hereby agree to add a new Section VII. as follows:

**"VII.  
DUTIES AND OBLIGATIONS OF THE COUNTY**

**A. Project Responsibilities of the County.** The County shall be responsible for the costs of those responsibilities as enumerated within **EXHIBIT B** to this Agreement. The Authority will submit payment requests to the County monthly, based on work performed,

but will include the County's Representative in the process in an effort to minimize the payment timeline. The County will release payment as soon as reasonably possible, but not later than thirty (30) calendar days of receipt of a properly submitted payment request and supporting documentation from the Authority. The Texas Prompt Pay Act, Texas Gov't Code Chapter 2251, applies to this Agreement. All Authority requests for payment shall include documentation as required by **Section II. A. 3. above**. Requests for payment will not be considered received until all such documentation has been received by the County. Under no circumstances shall Authority payment requests exceed the amounts identified in **EXHIBIT C-3**.

**B. Financial Obligations of the County.** Authority financial obligations created hereunder shall be limited solely to County funds transferred from time to time by the County to the Authority as required by this Agreement. Except for delivery of the funds enumerated herein, the County 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, its exhibits or amendments.

**C. Disclosure of Information.** The County covenants and agrees that it shall cooperate with the Authority to ensure the timely completion of the Project 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."

**6. Revision of Section III. A. Party Representatives.** The Parties hereby agree to replace the County Representative identified in Section III. with:

Director of Transit Operations  
800 E. Overland Ave., Ste 423  
El Paso, Texas 79901.

**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 first written above, 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 Amendment by their officers thereunto duly authorized.

**EL PASO COUNTY, TEXAS**

**CAMINO REAL REGIONAL  
MOBILITY AUTHORITY**

\_\_\_\_\_  
Ricardo A. Samaniego  
County Judge

\_\_\_\_\_  
Joyce A. Wilson  
Chair

**ATTEST:**

\_\_\_\_\_  
Monica L. Perez  
Board Secretary

### EXHIBIT C-3

#### PASSENGER BUS SHELTERS PROJECT BUDGET

DESCRIPTION	CRRMA PAYS WITH COUNTY FUNDS
LAND	\$ 0.00
UTILITY RELOCATION	\$ 0.00
PERMITS & SERVICES	\$ 0.00
DESIGN	\$ 918,605.00
INSTALLATION	\$2,044,420.00
MISCELLANEOUS	\$ 0.00
<b>TOTAL</b>	<b>\$ 2,963,025.00</b>

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. In order to prevent a delay in payment, the Authority will work with the County to provide documentation of the change in use and the County will execute an internal budget adjustment to reflect the changes. In no event will a change in the use of these funds result in an increase to the total budgeted amount of \$2,963,025.00.
2. The categories identified above are inclusive of design, installation, and administrative costs; provided, however, that Authority administrative costs shall not exceed 3.5% of the total project cost.