

**CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM**



DEPARTMENT / COUNCIL OFFICE: CID Grant Funded Program & Fire Department

AGENDA DATE: 6/9/26

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME: Joaquin Rodriguez

PHONE NUMBER: 915-212-0065

2nd CONTACT PERSON NAME: Margaret Schroeder

PHONE NUMBER: 915-212-0065

DISTRICT(S) AFFECTED: Citywide

AGENDA ITEM:

A resolution that the City Council hereby accepts the State Infrastructure Bank loan agreement in its substantially final form in order to secure receipt of funds in the amount of Six Million Dollars (\$6,000,000.00), to be fully repaid over no more than twenty five (25) years, for SIB loan number S2026-001-05 Traffic Management Center Upgrades Phase 2-5, to finance the City's local match and actual cost of construction of the Project, that the City Council hereby authorizes the City Manager to execute the State Infrastructure Bank loan agreement, together with all required documentation, to effectuate the City's intent to borrow such funds, and that the City Council further authorizes the City Manager to take

ISSUE STATEMENT:

This action asks City Council to approve a resolution that authorizes the City Manager to execute a loan agreement for \$6,000,000 with the State Infrastructure Bank Transportation Loan Program to finance the City's local match and local contribution for the Traffic Management Center Upgrades Phases 2-5.

BACKGROUND:

In April, 2025 Council approved the use of SIB loans to fund the city's match and local contribution for federally funded transportation projects. The next step is to execute loan agreements for those projects previously approved by Council. The loan for the Traffic Management Center Upgrades Phases 2-5 will be used to cover the local match and local contribution for this federally funded infrastructure investment.

COUNCIL OPTIONS:

Approve the Resolution - the loan agreement will be executed
Deny the resolution - the loan agreement will not be executed

COMMITTEE REVIEW AND/OR RECOMMENDATION:

N/A

April 10, 2025 - Financial Oversight and Audit Committee

NA

April 29, 2025 - Council approved a resolution to authorize the City Manager to execute loan applications for eligible FY 25-28 transportation projects

Legal counsel reviewed as a part of Council packet

Legal counsel reviewed in advance of packet as an individual item

\$6,000,000 -TxDOT State Infrastructure Bank (SIB) - Transportation Loan Program

N/A

NAME	AMOUNT (\$)

N/A

Joaquin Rodriguez

915-268-5148

RodriguezJ2@elpasotexas.gov

Joaquin
Rodriguez

Digitally signed by Joaquin

Rodriguez

Date: 2026.05.22 07:54:01 -06'00'

SIGNATURE:

(If Agenda Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

WHEREAS, the State Infrastructure Bank, operated by the Texas Department of Transportation, is a revolving loan fund; and

WHEREAS, the City of El Paso (the “City”) is developing a project for Traffic Management Center Updates Phases 2-5, identified as CSJ #s 0924-06-566, 0924-06-567, 0924-06-568, 0924-06-569 (“Project”); and

WHEREAS, the City deems it proper and in the best interest of the City to execute a loan agreement from the State Infrastructure Bank in the amount of Six Million Dollars (\$6,000,000.00) to be used for the development of the Project, including the City’s local match and the actual cost of construction of the Project; and

WHEREAS, the City is qualified to apply for and obtain financial assistance from the State Infrastructure Bank for this purpose; and

WHEREAS, on April 29, 2025 the City Council approved a Resolution authorizing the submission of a loan application to the State Infrastructure Bank.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

Section 1. That the City Council hereby accepts the State Infrastructure Bank loan agreement in its substantially final form in order to secure receipt of funds in the amount of Six Million Dollars (\$6,000,000.00), to be fully repaid over no more than twenty-five (25) years, for SIB loan number S2026-001-05 Traffic Management Center Updates Phases 2-5, to finance the City’s local match and actual cost of construction of the Project.

Section 2. That the City Council hereby authorizes the City Manager to execute the State Infrastructure Bank loan agreement, together with all required documentation, to effectuate the City’s intent to borrow such funds.

Section 3. That the City Council further authorizes the City Manager to take or perform any actions required for implementation of this Resolution to receive funding from the State Infrastructure Bank and authorizes the City Manager, or designee, to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended.

(Signatures begin on the following page)

APPROVED this ____ day of _____, 2026.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Joaquin Rodriguez, Director
CID Grant Funded Programs

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

REVISED
9:58 am, Jun 22, 2026

STATE INFRASTRUCTURE BANK LOAN AGREEMENT

This State Infrastructure Bank Loan Agreement (Agreement) is made by and between the Texas Transportation Commission (Commission) acting by and through the Texas Department of Transportation (Department), an agency of the State of Texas (State), and City of El Paso (Borrower), a political subdivision of the State of Texas, located in El Paso County, Texas.

W I T N E S S E T H

WHEREAS, the Secretary of Transportation of the United States Department of Transportation is authorized by the National Highway System Designation Act (Section 350 of Public Law 104-59) to enter into cooperative agreements with certain states, including Texas, to establish a state infrastructure bank for the purpose of making loans and providing other financial assistance to public and private entities, so as to encourage public and private investment in transportation facilities, expand the availability of funding for transportation projects, and reduce state costs; and

WHEREAS, the Texas Legislature established the State Infrastructure Bank (SIB) as an account in the State Highway Fund to be administered by the Texas Transportation Commission (Transportation Code, Chapter 222, Subchapter D); and

WHEREAS, the Texas Transportation Commission has adopted rules to implement the SIB program, including eligibility criteria for financial assistance (Title 43, Texas Administrative Code (TAC), Part 1, Chapter 6); and

WHEREAS, the Borrower is developing a Project in El Paso County, Texas for Traffic Management Center Updates Phases 2-5, identified as CSJ #'s 0924-06-566, 0924-06-567, 0924-06-568, 0924-06-569 (Project). The Borrower is providing a local match and the actual cost of construction necessary for the Project pursuant to:

Advance Funding Agreement for Congestion Mitigation Air Quality Project Off-System, dated August 30, 2022, and the Advance Funding Agreement Amendment #1, dated October 18, 2022;

Advance Funding Agreement for Congestion Mitigation Air Quality Project Off-System, dated August 30, 2024, and the Advance Funding Agreement for Congestion Mitigation Air Quality Project Off-System Amendment #1, dated March 27, 2025;

Advance Funding Agreement for Congestion Mitigation Air Quality Project Off-System, dated September 8, 2025; and

Advance Funding Agreement for Congestion Mitigation Air Quality Project
Off-System dated September 9, 2025; and

WHEREAS, the Borrower is a public entity in Texas and is authorized by law to construct, maintain, or finance the Borrower's local match and actual cost of the Project and may borrow money from the SIB under Texas Transportation Code §222.0745 for that purpose; and

WHEREAS, in accordance with 43 TAC §6.23, the Borrower submitted an application to the Department seeking to borrow Fourteen Million Eight Hundred Twenty-Two Thousand Dollars (\$14,822,000) from the SIB to pay for the development of five (5) metropolitan planning organization projects, including to pay for the Borrower's local match and the actual cost of construction of the Project; and

WHEREAS, in accordance with 43 TAC §6.32(c)(2): (1) the Project is consistent with the metropolitan transportation plan developed by a metropolitan planning organization, if applicable; (2) the Project will improve the efficiency of the State's transportation systems; (3) the Project will expand the availability of funding for transportation Projects or reduce direct State costs; and (4) the application shows that the Project and the applicant are likely to have sufficient revenues to assure repayment of the financial assistance; and

WHEREAS, in accordance with 43 TAC §6.32(d), if 43 TAC Chapter 2 applies to the Project, as provided under 43 TAC §2.3, construction of the Project, other than construction activities described in Title 23, United States Code, §101(a)(4)(A), may not begin before an environmental review under Chapter 2 is completed; and

WHEREAS, the use of loan proceeds only include construction activities described in Title 23, United States Code, §101(a)(4)(A) and does not require a review under 43 TAC Chapter 2; and

WHEREAS, an environmental review of the Project, in compliance with the Department's environmental rules in 43 TAC Chapter 2, has been conducted as part of the Department's environmental assessment of the Project, and the Project was cleared pursuant to a Programmatic Categorical Exclusion by the Department on January 28, 2025 and December 12, 2025; and

WHEREAS, the Borrower passed a Resolution on April 29, 2025, authorizing the SIB loan application in the amount of up to Thirty-Nine Million One Hundred Twenty Thousand (\$39,120,000) for various projects including the Project. The above-referenced resolution is attached hereto as **Exhibit A**; and

WHEREAS, in accordance with 43 TAC §6.32, the Department reviewed, analyzed, and found the application to be in compliance with the requirements of 43 TAC Chapter 6; and

WHEREAS, the Texas Transportation Commission, in Minute Order No. 117114 dated January 29, 2026, attached hereto as **Exhibit B**, granted final approval of the application from the Borrower to borrow up to Fourteen Million Eight Hundred Twenty-Two

Thousand Dollars (\$14,822,000) from the SIB for the development of five (5) metropolitan planning organization projects identified as Railroad Drive Reconstruction, Sun Valley Street Improvements, Playa Drain Shared Used Path, Sunland Park Shared Use Path, and Traffic Management Center Updates and authorized the Executive Director of the Department or his designee to enter into a financial assistance agreement with the Borrower to finance the Borrower's local match and the actual cost of construction of the Project; and

WHEREAS, the Borrower and the Department intend to enter into five (5) separate SIB loan agreements for each of the identified projects not to exceed Fourteen Million Eight Hundred Twenty-Two Thousand Dollars (14,822,00); and

WHEREAS, the initial amounts of the SIB loan agreements will be Four Million Sixty-Seven Thousand Dollars (\$4,067,000) for SIB loan number S2026-006-08 Railroad Drive Reconstruction, Four Hundred Eighty-Four Thousand Dollars (\$484,000) for SIB loan number S2026-007-09 Sun Valley Street Improvements, Four Hundred Fifty-Eight Thousand Dollars (\$458,000) for SIB loan number S2026-005-07 Playa Drain Shared Used Path, Three Million Eight Hundred Thirteen Thousand Dollars (\$3,813,000) for SIB loan number S2026-008-10 Sunland Park Shared Use Path, and Six Million Dollars (\$6,000,000) for SIB loan number S2026-001-05 Traffic Management Center Updates; and

WHEREAS, the Borrower also passed Resolution No. on , authorizing the Borrower's City Manager to enter into this Agreement for a loan in the amount of Dollars (), attached hereto as **Exhibit C**; and

WHEREAS, the Borrower has submitted a certificate warranting that the proposed security is eligible to be used to repay the loan and that the financial assistance will not violate any of the borrowing or bond commitments the borrower may have in place; and

WHEREAS, the Department has determined that the money in the SIB to be used to make the loan is "secondary funds" and "financial assistance from other than general obligation bond proceeds," as those terms are used in 43 TAC Chapter 6; and

WHEREAS, the Borrower will repay the loan with funds other than federal funds.

NOW, THEREFORE, the Department and the Borrower agree as follows:

A G R E E M E N T

Article 1. Financial Assistance.

A. SIB Loan. The Department, on behalf of the Commission, will make a loan to the Borrower in the amount of Six Million Dollars (\$6,000,000) from the SIB (SIB Loan) to finance the Borrower's local match and the actual cost of construction of the Project.

B. SIB Loan Disbursement. On April 10, 2026 (Deposit Date), the Department will transfer the amount of Six Million Dollars (\$6,000,000) from the SIB (SIB Loan Proceeds) to the Borrower for deposit with the Borrower's depository bank Wells Fargo Bank N.A., located in El Paso, Texas, into an account established by the Borrower with its depository bank or

investment pool as prescribed by state law (Project Account). The Borrower shall use the SIB Loan Proceeds for payment of the local match and the actual cost of construction of the Project. The Borrower shall not use the SIB Loan Proceeds for any purpose other than that described in this Agreement.

The investment of any SIB Loan Proceeds shall be handled in a manner that complies with the Public Funds Investment Act, Texas Government Code, Chapter 2256. The SIB Loan Proceeds shall be adequately collateralized in a manner that complies with the Public Funds Collateral Act, Texas Government Code, Chapter 2257. The depository bank shall not commingle funds in the Project Account with any other funds held by the depository bank or the investment pool. If, during the course of this Agreement, the Borrower wishes to change its depository bank or investment fund, the Borrower shall obtain the Department's approval prior to the transfer of any remaining SIB Loan Proceeds or any other funds into an equivalent account in the new depository bank or investment fund, subject to the same security and fund segregation requirements described in this Agreement.

Interest earned on the SIB Loan Proceeds can only be used to pay for eligible costs of the Project or to prepay the loan under Article 1, Section I.

C. Security Provisions.

(1) Pledge of Tax Revenues.

The Borrower hereby covenants and agrees to secure and repay the SIB Loan and accrued interest hereon pursuant to the terms of this Agreement from the Borrower's ad valorem tax revenues, and that the Department has a contractual right to and pledge of such revenues to guarantee repayment. The Borrower hereby agrees that during each year while the SIB Loan is outstanding and unpaid, the Borrower shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the funds required to pay the interest on the SIB Loan as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the SIB Loan as such principal matures (but never less than 2% of the original principal amount of the SIB Loan as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the Borrower, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property within the Borrower's jurisdiction for each year while any of the SIB Loan is outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund (defined below). Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the SIB Loan, as such interest comes due and such principal matures, are hereby pledged to such payment, within the limits prescribed by law. The amount of taxes to be levied annually for the payment of principal of and interest on the SIB Loan shall be determined and accomplished in the following manner:

- (a) The Borrower's annual budget, beginning the year in which this Agreement becomes effective, shall reflect (i) the amount of principal and interest on the SIB Loan to become due in the next succeeding Fiscal Year of the Borrower, and (ii) the amount of ad valorem tax revenues or other lawfully

available funds estimated and budgeted to be available for the payment of the principal of and interest on the SIB Loan during the next succeeding Fiscal Year of the Borrower.

(b) The amount required to be provided each Fiscal Year throughout the duration of this Agreement shall be the amount, if any, by which the principal and interest to be paid on the SIB Loan in the next succeeding Fiscal Year of the Borrower exceeds the sum of (i) the amount of Pledged Revenues shown to be on deposit in the Interest and Sinking Fund (after giving effect to any payments required to be made during the remainder of the then current Fiscal Year) at the time the annual budget is prepared, and (ii) the Pledged Revenues or other lawfully available funds shown to be budgeted and available (subject to the requirements of any prior lien obligations) for payment of said debt service requirements.

(c) The Borrower shall budget an amount of ad valorem tax revenue sufficient to pay the annual payment of the SIB Loan. Following the final approval of the annual budget of the Borrower, the governing body of the Borrower shall levy an ad valorem tax at a rate sufficient to produce taxes in the amount determined in paragraph (b) above, to be utilized for purposes of paying the principal of and interest on the SIB Loan in the next succeeding Fiscal Year of the Borrower.

(2) Perfection of Security Interest.

Chapter 1208, Texas Government Code, applies to the execution and delivery of the SIB Loan and the pledge of revenues granted by the Borrower herein, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the SIB Loan is outstanding and unpaid such that the pledge of revenues granted by the Borrower pursuant to the paragraph above is to be subject to the filing requirements of Chapter 9, Texas Business and Commerce Code, then in order to preserve to the Department the perfection of the security interest on the pledged revenues in Article I of this Agreement, the Borrower agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business and Commerce Code, and enable a filing to perfect the security interest in said pledge to occur.

D. Loan Repayment. The SIB Loan is to be repaid over a period of no more than Twenty Five (25) years, with a final maturity date of , in accordance with the amortization schedule attached to this Agreement as **Exhibit D**. Principal due on the SIB Loan shall be due annually beginning on August 15, 2026, and on each August 15 thereafter including the final principal payment date as shown on **Exhibit D** attached hereto (each a Principal Payment Date), and in the amounts (each a Principal Payment) as shown on **Exhibit D** attached hereto.

The SIB Loan shall bear interest from the Deposit Date as shown on **Exhibit D** at the rate of 3.44% per annum (Loan Rate), such interest to be calculated on the basis of a 360-day year composed of twelve 30-day months (each an Interest Payment). Interest Payments will be due annually beginning on August 15, 2026, and on each August 15 thereafter in the

years as shown on **Exhibit D** attached hereto (each an Interest Payment Date). The Principal Payment Dates and the Interest Payment Dates are collectively referred to as (Payment Dates). If a Payment Date is not on a business day, the Interest Payment and/or Principal Payment due shall be made on the next following business day.

E. Draw of Funds from Project Account. SIB Loan funds in the Project Account shall only be drawn upon by the Borrower and used for Project costs as described in this Agreement. All draws from the Project Account for such costs related to the Project shall be in accordance with a requisition prepared by or approved by the Borrower, and all such requisitions and Project costs shall be subject to the review and approval of the Department.

F. Interest and Sinking Fund. The Borrower shall establish at its depository bank a SIB Loan Interest and Sinking Fund. Interest Payments due on the SIB Loan and each Principal Payment due on the SIB Loan shall be deposited into this Interest and Sinking Fund by the Borrower prior to each Payment Date. On or before each Payment Date, the Borrower shall cause its depository bank to transfer from the SIB Loan Interest and Sinking Fund to the Department, the applicable Interest Payment and/or Principal Payment as set forth in this Agreement.

G. Advances. The repayment of all or any portion of the SIB Loan shall not entitle the Borrower to any subsequent advances from the Department, nor shall the Department have any obligation to advance to or for the benefit of the Borrower any amount in excess of the SIB Loan. All costs incurred by the Borrower for its portion of the Project in excess of the par amount of the SIB Loan shall be the responsibility of the Borrower.

H. Prepayment.

(1) Voluntary Prepayment. Principal due on the SIB Loan and interest accrued at the Loan Rate through and including the date of prepayment may be prepaid by the Borrower without penalty, in whole or in part, on any business day.

(2) Mandatory Prepayment. Should the Project or this Agreement be terminated for any reason or should any amounts of disbursed SIB Loan Proceeds not be applied to pay Project costs, the Borrower shall return any misapplied SIB Loan Proceeds or unexpended portion of the SIB Loan Proceeds to the Department as a prepayment.

(3) Application of Prepayments. Upon receipt of a prepayment from the Borrower of a portion (and not the whole) of the outstanding principal amount of the SIB Loan the Department shall apply such prepayment to the outstanding principal due on the SIB Loan;

(4) Upon either voluntary or mandatory prepayment, the remaining principal due on the SIB Loan will be re-amortized over the term of the SIB Loan and **Exhibit D** will be revised by the Department to reflect the remaining Principal Payments and the revised Interest Payments due; and

(5) Such revised **Exhibit D** shall be submitted to the Borrower to be attached to and become an integral part of this Agreement.

I. Late Payment. Payments not received by the applicable Payment Date will bear interest at the Loan Rate (with overdue interest as well as overdue principal bearing interest) until paid. Such additional interest shall be calculated by the Department on the basis of a 360-day year composed of twelve 30-day months. The parties may prepare a revised **Exhibit D** (amortization schedule) showing the increase in interest due resulting from late payment, default, or pursuant to other terms and conditions of this Agreement.

J. Payment with Federal Funds. The Borrower hereby covenants and agrees that federal funds will not be used to make payments due on the SIB Loan.

Article 2. Use of SIB Loan for Project Costs

The Borrower is developing the Project. The Borrower is responsible for the local match and actual cost of construction of the Project. The Borrower may use the SIB Loan only for the actual costs incurred by the Borrower for the local match and actual cost of construction necessary for the construction of the Project as detailed in this Agreement.

Article 3. Project Responsibilities for Projects

A. The SIB Loan Proceeds are “secondary funds” and “financial assistance from other than general obligation bond proceeds,” as those terms are used in 43 TAC Chapter 6. However, if any federal funds will be used to pay for, or reimburse costs of, the Project, with respect to work on the Project, the Borrower and the Department are required to comply with the requirements of the United States Code, Title 23, for federal-aid highways. The Borrower and the Department must conduct all right-of-way or other land acquisitions, relocations, and utility adjustments in accordance with the United States Code, Title 42 – The Public Health and Welfare, Chapter 61 – Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs (the Uniform Act) and the regulations issued thereunder.

B. The Borrower is responsible for funding its portion of Project costs in compliance with all applicable federal, state, and local laws, regulations, policies, and ordinances. The Department has certain rights and responsibilities related to the Project, including ensuring that the completion of the Project is performed in compliance with all applicable laws, regulations, and policies.

C. For state highway improvement Project, all plans and specifications for the Project shall be in compliance with the current editions of the design and construction manuals of the Department, and the Standard Specifications for the Construction and Maintenance of Highways, Streets, and Bridges (the “Standard Specifications”), as they may apply. For work on projects not on the state highway system, plans and specifications must be, at a minimum, in compliance with applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

D. All construction plans shall be signed and dated by a professional engineer licensed by the State of Texas.

E. The actions and decisions regarding the Project made by the Department shall not be contestable by the Borrower.

F. The Borrower shall provide the Department and the Federal Highway Administration, or their authorized representatives, with right of entry or access to all properties or locations necessary to perform the work for the Project, inspect the work, or otherwise aid in the prompt pursuit of the work. The Borrower shall also provide the Department, the Federal Highway Administration, the Comptroller General of the United States, and the Texas State Auditor's Office, or their authorized representatives, with right of access to any books, documents, papers, or other records of the Borrower which are pertinent to the Project or its financing as described in this Agreement, in order to make audits, examinations, excerpts, and transcripts, or to complete the Project accounting described in this Agreement.

Article 4. Project Accounting; Filing of Reports; Retention of Records

A. The Borrower shall account for: (i) all actual costs associated with the Borrower's local match and the actual cost of construction of the Project, and (ii) disbursements made to the Department, if any, associated with the Project using generally accepted accounting principles in the United States, as promulgated by the Governmental Accounting Standards Board or the Financial Accounting Standards Board, or pursuant to applicable federal or state laws or regulations. The Borrower shall maintain its books and records in accordance with generally accepted accounting principles in the United States, as promulgated by the Governmental Accounting Standards Board or the Financial Accounting Standards Board, or pursuant to applicable federal or State laws or regulations, and with all other applicable federal and state requirements. The Borrower will make its accounting records available at reasonable times to the Department for inspection during performance of the Borrower's work related to the Project and upon its completion.

B. On each Principal Payment Date (until the next Principal Payment Date occurring after the year in which all SIB Loan Proceeds are expended), in a format prescribed by the department, the Borrower shall provide to the Department (one copy to the Department's District Office and one copy to the Department's SIB Administration Office) an accounting of the SIB Loan Proceeds expended (Annual Expenditure Report).

C. The Borrower shall also, at the Borrower's cost, have a full audit of its books and records performed annually by an independent certified public accountant selected by the Borrower and reasonably acceptable to the Department. The audit must be conducted in accordance with generally accepted auditing standards promulgated by the Financial Accounting Standards Board, the Governmental Accounting Standards Board, or the standards of the Office of Management and Budget Circular A-133, Audits of States, Local Governments and Non-profit Organizations, as applicable, and with all other applicable federal and state requirements. The Borrower shall cause the auditor to provide a full copy of the audit report and any other management letters or auditor's comments directly to the Department within a reasonable period of time after an audit report and any related documents have been provided to the Borrower's governing body.

D. The State Auditor may conduct an audit or investigation of the Borrower with respect to the funds received from the Department directly under this Agreement or of the payments received by third parties from the Borrower using the SIB Loan Proceeds. Acceptance of funds directly under this Agreement or indirectly through payments using SIB Loan Proceeds acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

E. The Borrower shall retain all original Project files, records, accounts, and supporting documents relating to the relocation of Borrower utilities needed for the Project until the later of the date that: (1) the Project is completed; (2) the SIB Loan has been paid in full; or (3) the retention period required by State and federal law ends. The Borrower shall retain, or cause its auditor to retain, all work papers and reports relating to an audit performed pursuant to this Agreement until the fourth anniversary of the date of the audit report, unless the Department notifies the Borrower in writing of a later date for the end of the retention period. During the retention period, the Borrower shall make audit work papers available to the Department within 30 days of the date that the Department requests those papers.

F. All information submitted by the Borrower (annual financial/disclosure information and notices) to the Electronic Municipal Market Access ("EMMA") System of the Municipal Securities Rulemaking Board with respect to the Borrower's bonds and other similar obligations payable from the same revenues as the SIB Loan must be submitted to the Department, within 30 days of posting to EMMA. Such information may be submitted to the Department by hard copy or by notification to the Department of the Borrower's posting with EMMA, together with the applicable CUSIP number(s).

G. The Borrower shall submit to the Department within 30 days of the date of adoption the annual operating and capital budgets adopted by the Borrower each fiscal year under a trust agreement, indenture, bond resolution or ordinance, or equivalent document securing bonds or other obligations issued for a Project, and any amended or supplemental operating or capital budget, approved by the Borrower and certified as correct by its chief administrative officer or chief financial officer.

Article 5. Default

A. The Borrower shall be in default if it fails to repay the SIB Loan (the Principal Payments and the Interest Payments) or otherwise fails to comply with any term of this Agreement. The Department shall not be obligated to take further action nor resume its obligations under this Agreement until the Borrower is no longer in default. The Borrower shall reimburse the Department for all costs or other losses of funds resulting from any default or failure to perform by the Borrower.

B. The Borrower agrees that in the event of a default under this Agreement the Department may, by all legal and equitable means, require the Borrower and any appropriate official of the Borrower (acting solely in his/her official capacity) to remedy any default under, and carry out the provisions of, this Agreement, including specifically the use and filing of mandamus proceedings. Venue for any legal proceedings shall be in Travis County, Texas.

Article 6. Borrower Solely Responsible

The Borrower agrees that it is solely responsible for all losses, costs, expenses, penalties, claims, and liabilities due to activities of the Borrower and its agents, employees, officers, or contractors performed under this Agreement, and which result from an error, omission, or negligent act of the Borrower or any agent, employee, official, or contractor of the Borrower. Notwithstanding anything in this Agreement to the contrary, this provision shall survive any termination of this Agreement.

Article 7. Termination

This Agreement may be terminated upon the occurrence of any of the following conditions:

- A. If both parties to this Agreement agree in writing to such termination; provided, however, that any such termination is specifically subject to the requirements of this Agreement;
- B. If the Department is unable to advance the SIB Loan Proceeds to the Borrower, the Department shall terminate this Agreement and provide written notice thereof to the Borrower;
- C. If the Borrower is in default on a Principal Payment or Interest Payment required under this Agreement, the Department may declare this Agreement to be terminated, or may exercise any of the rights granted the Department in this Agreement; but the payment obligations of the Borrower shall survive any such termination and shall continue in effect until discharged and satisfied; and
- D. Upon repayment in full by the Borrower of the SIB Loan, and compliance by the Borrower with all other requirements of this Agreement, the Department shall execute and deliver to the Borrower a letter or other notice of payment, provided that, upon the execution and delivery of the written notice of payment by the Department, this Agreement shall automatically terminate, except with respect to any obligation of a party related to any losses, costs, expenses, penalties, claims, and liabilities due to the activities of a party, or any agent, employee, official, or contractor of a party, which obligations shall survive such termination.

Article 8. Notices

All notices to either party by the other party required under this Agreement will be delivered personally, via e-mail or sent by U.S. Mail, postage prepaid, addressed to such party at the following respective addresses:

Texas Transportation Commission: Texas Department of Transportation Attn: Project Finance and Toll Operations Division SIB Administration 125 East 11 th Street Austin, TX 78701-2483 TexasSIB@txdot.gov	Borrower: City of El Paso Attn: Deputy City Manager – CFO 300 N. Campbell El Paso, TX 79901 rodriguezj2@elpasotexas.gov
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All notices shall be deemed so delivered or deposited in the mail, unless otherwise provided herein. A party may change the above address by sending written notice of the change to the other party in the manner stated in this Article.

Article 9. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. In particular, but not by way of limitation, should all or any part of the pledge of security in this Agreement for any reason be held invalid, illegal or unenforceable in any respect, Borrower's obligations under this Agreement shall be treated as current expenses of the Borrower subject to the annual appropriation of lawfully available funds by the governing body of the Borrower for the payment of such obligations.

Article 10. Written Amendments

Any changes in the character, agreement, terms, or responsibilities of the parties must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by both parties. Any amendment relating to the amount of the SIB Loan Proceeds shall not exceed an aggregate of Fourteen Million Eight Hundred Twenty-Two Thousand Dollars (\$14,822,000) for SIB loan numbers S2026-006-08 Railroad Drive Reconstruction, S2026-007-09 Sun Valley Street Improvements, S2026-005-07 Playa Drain Shared Used Path, S2026-008-10 Sunland Park Shared Use Path, and S2026-001-05 Traffic Management Center Updates.

Notwithstanding the foregoing, revisions to **Exhibit D** that occur as contemplated in this Agreement must be in writing, but are not required to be executed by either party.

Article 11. Successors and Assigns

Except as provided in the next following sentence, this Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties. Each party is prohibited from assigning any of the rights or obligations conferred by this Agreement to any third party without the advance written approval of the other party. Any attempted assignment or other transfer of the rights or obligations of this Agreement without the consent of the other party shall be void and may be grounds for termination of this Agreement.

Article 12. Relationship of the Parties

Nothing in this Agreement shall be deemed or construed by the parties, or any third party, as creating the relationship of principal and agent between the Department and the Borrower.

Article 13. Interpretation

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

Article 14. Signatory Authority

Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement. Each signatory on behalf of the Department and the Borrower, as applicable, is fully authorized to bind that entity to the terms of this Agreement.

Article 15. Taxable Obligations

The SIB Loan is not a “state or local bond” within the meaning of section 103(a) and (c) of the Internal Revenue Code of 1986, as amended; therefore, the interest on the SIB Loan is not excludable from the gross income of the holders thereof for federal income tax purposes.

*****SIGNATURE PAGES FOLLOW*****

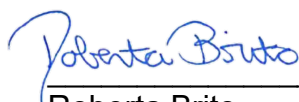
Each party is signing this Agreement on the date stated next to that party's signature.

CITY OF EL PASO

By: _____
Dionne Mack
City Manager
City of El Paso

Date: _____

Approved As To Form:



Roberta Brito
Senior Assistant City Attorney

TEXAS DEPARTMENT OF TRANSPORTATION

Executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Benjamin H. Asher
Project Finance and Toll Operations Division Director
Texas Department of Transportation

Date: _____

EXHIBIT A

BORROWER'S RESOLUTION(S) AUTHORIZING LOAN APPLICATION

RECEIVED

By City Clerk's Office at 2:22 pm, Apr 16, 2025

RESOLUTION

WHEREAS, the State Infrastructure Bank, operated by the Texas Department of Transportation, is a revolving loan fund; and

WHEREAS, the estimated cost of the City of El Paso's portion of eligible transportation projects for FY 2025 through FY 2028 is \$39,120,000.00; and

WHEREAS, the City Council for the City of El Paso deems it proper and in the best interest of the City of El Paso ("City") to apply for loans from the State Infrastructure Bank in an amount not to exceed \$39,120,000.00 to be used towards the cost of the City of El Paso's portion of eligible transportation projects, including, but not limited to, roadway construction, right of way acquisition, utility relocation, local match and contingency costs; and

WHEREAS, the City is qualified to apply for and obtain financial assistance from the State Infrastructure Bank for this purpose.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the City Council finds it is in the best interest of the City of El Paso to apply for loans from the State Infrastructure Bank in an amount not to exceed \$39,120,000.00 to be used towards the cost of the City's portion of eligible transportation projects for FY 2025 through FY 2028, including, but not limited to, roadway construction, right of way acquisition, utility relocation, and local match costs.

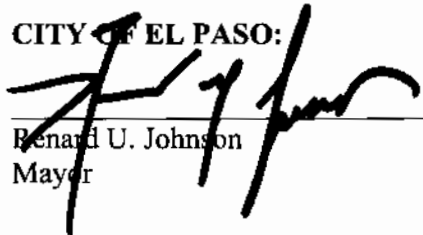
THAT the City Council hereby authorizes the City Manager, or designee, to execute loan applications for eligible transportation projects from FY 2025 through FY 2028 from the State Infrastructure Bank and to submit the applications, together with all required documentation, to the Texas Department of Transportation for consideration.

THAT the list of applications to be submitted is attached hereto as Exhibit A and made a part hereof for all purposes.

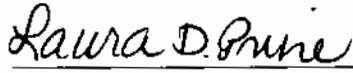
(Signatures begin on the following page)

APPROVED this 29th day of April, 2025.

CITY OF EL PASO:

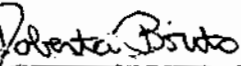

Bernard U. Johnson
Mayor

ATTEST:



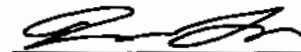
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Joaquin Rodriguez
CID Grant Funded Programs Director

EXHIBIT A

Project Name	Year of Expenditure
FY 24	
Sean Haggerty Connection	FY 25
FY 25-28	
TMC Upgrades	FY 26
CBD IV	FY 26
Railroad Dr Reconstruction	FY 26
Playa Drain SUP	FY 26
SS4A	FY 26
Buffalo Soldier Reconstruction	FY 27
Sun Valley Dr Improvements	FY 27
Sunland Park SUP	FY 27
Grouped Projects (Active Transportation less than \$1M)	
Downtown Bicycle Infrastructure	FY 25
McRae SUP Ph1 & Ph2	FY 25
Connected Bike Lanes TASA	FY 25
Border Traveler and Cargo ITS	FY 28
Video Surveillance & Count Stns Ph II	FY 28
Brown St Shared Use Path	FY 28
Shadow Mountain Dr SUP	FY 28

EXHIBIT B

TEXAS TRANSPORTATION COMMISSION MINUTE ORDER

TEXAS TRANSPORTATION COMMISSIONVarious Counties**MINUTE ORDER**

Page 1 of 2

Various Districts

The applicants listed in exhibit A have each submitted an application for financial assistance in the form of a loan from the State Infrastructure Bank (SIB) under Transportation Code, Chapter 222, Subchapter D, and Title 43 Texas Administrative Code (TAC), Chapter 6 (SIB Rules). Each application satisfies all requirements of the rules, including passage of a resolution authorizing submission of the application to the Texas Department of Transportation (department).

The intended use of the financial assistance conforms to the purposes of the SIB. Each applicant intends to use the financial assistance to pay for eligible project costs to perform work on various projects in various counties in Texas, as detailed in exhibit A.

The present and projected financial condition of the SIB is sufficient to cover the requested financial assistance for the projects.

In accordance with the SIB Rules, the executive director has negotiated all the terms of an agreement with each applicant as necessary to protect the public's safety and to prudently provide for the protection of public funds while furthering the purposes of the SIB, as contained in exhibit A.

The SIB Rules provide for both preliminary and final approval by the Texas Transportation Commission (commission) of any SIB loan in the principal amount of more than \$10 million or in which the department does not have primary responsibility, unless the commission waives the preliminary approval requirement for that application. The commission has considered the financial condition of the bank, complexity and size of the project, the type of infrastructure or asset involved, the type and complexity of the financial assistance requested, the financial status of the applicant, the financial feasibility of the project, and the need to expedite the financing of the project and has determined to waive the preliminary approval requirement for the city of El Paso, city of Granbury and RCH Water Supply Corporation SIB loan applications, as listed in exhibit A.

The executive director or his designee implemented actions authorized and required by the SIB Rules for final approval. The executive director recommends that the commission grant final approval of the applications listed in exhibit A for financial assistance from the SIB up to the amount listed for each project.

In accordance with the SIB Rules, the commission finds that:

1. the projects listed in exhibit A are consistent with the metropolitan transportation plan developed by the applicable metropolitan planning organization, if appropriate;

TEXAS TRANSPORTATION COMMISSIONVarious Counties**MINUTE ORDER**

Page 2 of 2

Various Districts

2. the projects listed in exhibit A will improve the efficiency of the state's transportation systems;

3. the projects listed in exhibit A will expand the availability of funding for transportation projects or reduce direct state costs;

4. the applications submitted show that the applicants listed in exhibit A are likely to have sufficient revenues to assure repayment of the financial assistance; and

5. providing financial assistance to each applicant listed in exhibit A will protect the public's safety and prudently provide for the protection of public funds, while furthering the purposes of the SIB.

IT IS THEREFORE DETERMINED AND ORDERED by the commission that each application listed in exhibit A submitted for financial assistance in the form of a loan from the SIB meets the applicable requirements of the SIB Rules and, in accordance with those provisions, the commission grants final approval of the applications for SIB loans under the terms contained within exhibit A up to the amount listed for each project to pay for the eligible project costs necessary for the projects.

IT IS FURTHER ORDERED by the commission that the executive director or his designee is directed and authorized to enter into financial assistance agreements for each of the attached SIB loan requests, which comply with the SIB Rules and which contains the terms attached hereto as exhibit A.

Submitted and reviewed by:

Recommended by:

Signed by:

Benjamin H. Asher

E40135FC36E4474...

Director, Project Finance & Toll Operations Division

DocuSigned by:

Mark Williams

0E1B35AE191749E...

Executive Director

117114 January 29, 2026

 Minute
Number

 Date
Passed

Exhibit A

State Infrastructure Bank Loan Terms

Applicant	Loan Amount (up to)	Pledged Collateral	Term to Maturity (up to)	Initial Repayment Deferral	Interest Rate	Project Description
City of El Paso (S2026-001-05)	\$14,822,000	Ad-valorem Tax Revenues	25 years	N/A	3.44%	Development of five (5) MPO projects identified as Railroad Drive Reconstruction, Sun Valley Street Improvements, Playa Drain and Sunland Park Shared Use Paths, and Traffic Management Center Updates in El Paso County, Texas.
City of Granbury (S2026-002-01)	\$16,800,000	Utility Revenues	20 years	N/A	3.99%	Utility relocation necessary for a non- tolled, on-system project to widen US 377 in Hood County, Texas
RCH Water Supply Corporation (S2025-006-01)	\$17,400,000	Contract Revenues and Utility Revenues	25 years	N/A	4.55%	Utility relocation necessary for a non- tolled, on-system project to widen SH 205 in Rockwall County, Texas

EXHIBIT C

BORROWER'S RESOLUTION AUTHORIZING LOAN AGREEMENT

EXHIBIT D
AMORTIZATION SCHEDULE

LOAN SCHEDULE REPORT

EXHIBIT D - AMORTIZATION SCHEDULE

Loan Schedule for El Paso S2026-001-05									
Term Number	Date	Loan Rate	Start Balance	Disbursement	Payment Due Amount	Principal Payment	Interest Payment	Interest Capitalized	End Balance
1	5/15/2026	3.44%	\$0.00	\$6,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,000,000.00
2	8/15/2026	3.44%	\$6,000,000.00	\$0.00	\$361,677.60	\$310,077.60	\$51,600.00	\$0.00	\$5,689,922.40
3	8/15/2027	3.44%	\$5,689,922.40	\$0.00	\$361,677.60	\$165,944.27	\$195,733.33	\$0.00	\$5,523,978.13
4	8/15/2028	3.44%	\$5,523,978.13	\$0.00	\$361,677.61	\$171,652.76	\$190,024.85	\$0.00	\$5,352,325.37
5	8/15/2029	3.44%	\$5,352,325.37	\$0.00	\$361,677.60	\$177,557.61	\$184,119.99	\$0.00	\$5,174,767.76
6	8/15/2030	3.44%	\$5,174,767.76	\$0.00	\$361,677.60	\$183,665.59	\$178,012.01	\$0.00	\$4,991,102.17
7	8/15/2031	3.44%	\$4,991,102.17	\$0.00	\$361,677.60	\$189,983.69	\$171,693.91	\$0.00	\$4,801,118.48
8	8/15/2032	3.44%	\$4,801,118.48	\$0.00	\$361,677.61	\$196,519.13	\$165,158.48	\$0.00	\$4,604,599.35
9	8/15/2033	3.44%	\$4,604,599.35	\$0.00	\$361,677.61	\$203,279.39	\$158,398.22	\$0.00	\$4,401,319.96
10	8/15/2034	3.44%	\$4,401,319.96	\$0.00	\$361,677.61	\$210,272.20	\$151,405.41	\$0.00	\$4,191,047.76
11	8/15/2035	3.44%	\$4,191,047.76	\$0.00	\$361,677.60	\$217,505.56	\$144,172.04	\$0.00	\$3,973,542.20
12	8/15/2036	3.44%	\$3,973,542.20	\$0.00	\$361,677.60	\$224,987.75	\$136,689.85	\$0.00	\$3,748,554.45
13	8/15/2037	3.44%	\$3,748,554.45	\$0.00	\$361,677.60	\$232,727.33	\$128,950.27	\$0.00	\$3,515,827.12
14	8/15/2038	3.44%	\$3,515,827.12	\$0.00	\$361,677.60	\$240,733.15	\$120,944.45	\$0.00	\$3,275,093.97
15	8/15/2039	3.44%	\$3,275,093.97	\$0.00	\$361,677.60	\$249,014.37	\$112,663.23	\$0.00	\$3,026,079.60
16	8/15/2040	3.44%	\$3,026,079.60	\$0.00	\$361,677.61	\$257,580.47	\$104,097.14	\$0.00	\$2,768,499.13
17	8/15/2041	3.44%	\$2,768,499.13	\$0.00	\$361,677.60	\$266,441.23	\$95,236.37	\$0.00	\$2,502,057.90
18	8/15/2042	3.44%	\$2,502,057.90	\$0.00	\$361,677.60	\$275,606.81	\$86,070.79	\$0.00	\$2,226,451.09
19	8/15/2043	3.44%	\$2,226,451.09	\$0.00	\$361,677.61	\$285,087.69	\$76,589.92	\$0.00	\$1,941,363.40
20	8/15/2044	3.44%	\$1,941,363.40	\$0.00	\$361,677.60	\$294,894.70	\$66,782.90	\$0.00	\$1,646,468.70
21	8/15/2045	3.44%	\$1,646,468.70	\$0.00	\$361,677.60	\$305,039.08	\$56,638.52	\$0.00	\$1,341,429.62
22	8/15/2046	3.44%	\$1,341,429.62	\$0.00	\$361,677.60	\$315,532.42	\$46,145.18	\$0.00	\$1,025,897.20



LOAN SCHEDULE REPORT

Loan Schedule for El Paso S2026-001-05

Term Number	Date	Loan Rate	Start Balance	Disbursement	Payment Due Amount	Principal Payment	Interest Payment	Interest Capitalized	End Balance
23	8/15/2047	3.44%	\$1,025,897.20	\$0.00	\$361,677.60	\$326,386.74	\$35,290.86	\$0.00	\$699,510.46
24	8/15/2048	3.44%	\$699,510.46	\$0.00	\$361,677.60	\$337,614.44	\$24,063.16	\$0.00	\$361,896.02
25	8/15/2049	3.44%	\$361,896.02	\$0.00	\$361,677.60	\$349,228.38	\$12,449.22	\$0.00	\$12,667.64
26	8/15/2050	3.44%	\$12,667.64	\$0.00	\$13,103.41	\$12,667.64	\$435.77	\$0.00	\$0.00



EXHIBIT E

ADVANCE FUNDING AGREEMENT FOR CONGESTION MITIGATION AIR QUALITY
PROJECT OFF-SYSTEM, DATED AUGUST 30, 2022

ADVANCE FUNDING AGREEMENT AMENDMENT #1, DATED OCTOBER 18, 2022

ADVANCE FUNDING AGREEMENT FOR CONGESTION MITIGATION AIR QUALITY
PROJECT OFF-SYSTEM, DATED AUGUST 30, 2024

ADVANCE FUNDING AGREEMENT FOR CONGESTION MITIGATION AIR QUALITY
PROJECT OFF-SYSTEM AMENDMENT #1, DATED MARCH 27, 2025

ADVANCE FUNDING AGREEMENT FOR CONGESTION MITIGATION AIR QUALITY
PROJECT OFF-SYSTEM, DATED SEPTEMBER 8, 2025

ADVANCE FUNDING AGREEMENT FOR CONGESTION MITIGATION AIR QUALITY
PROJECT OFF-SYSTEM, DATED SEPTEMBER 9, 2025

TxDOT:				Federal Highway Administration:	
CSJ #	0924-06-566			CFDA No.	20.205
District #	24-El Paso	AFA ID	Z00003285	CFDA Title	Highway Planning and Construction
Code Chart 64 #	134000				
Project Name	Traffic Management Center Upgrade Phase 2			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Congestion Mitigation Air Quality Project
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of El Paso**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115291** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Upgrade City’s traffic management center and traffic signal controller equipment, Phase 1 is the design phase and phase 2 is design and construction**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Texas Transportation Commission has not authorized funding for the construction of the highway improvement or other transportation project and the project is not currently listed and approved for construction in the Unified Transportation Program (UTP) or Statewide Transportation Improvement Program (STIP). This Agreement does not represent a commitment to future project funding for any project elements, including construction, not

TxDOT:				Federal Highway Administration:	
CSJ #	0924-06-566			CFDA No.	20.205
District #	24-El Paso	AFA ID	Z00003285	CFDA Title	Highway Planning and Construction
Code Chart 64 #	134000				
Project Name	Traffic Management Center Upgrade Phase 2			AFA Not Used For Research & Development	

specifically outlined in the Agreement. Costs not specifically identified as reimbursable under this Agreement will not be requested or reimbursed.

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	N/A	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	Local Government	Construction Responsibilities	Article 12
5.	N/A	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of **the design and construction of the upgrades to the City of El Paso Traffic Management Center and traffic signal upgrades to include evaluating latest technology used to control and communicate with traffic signal lights, adaptive technology, emergency preemption and mass transit priority. Field investigations will be necessary to evaluate any new construction needs to accommodate the new equipment footprint.**

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

TxDOT:				Federal Highway Administration:	
CSJ #	0924-06-566			CFDA No.	20.205
District #	24-El Paso	AFA ID	Z00003285	CFDA Title	Highway Planning and Construction
Code Chart 64 #	134000				
Project Name	Traffic Management Center Upgrade Phase 2			AFA Not Used For Research & Development	

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

TxDOT:				Federal Highway Administration:	
CSJ #	0924-06-566			CFDA No.	20.205
District #	24-EI Paso	AFA ID	Z00003285	CFDA Title	Highway Planning and Construction
Code Chart 64 #	134000				
Project Name	Traffic Management Center Upgrade Phase 2			AFA Not Used For Research & Development	

- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

TxDOT:				Federal Highway Administration:	
CSJ #	0924-06-566			CFDA No.	20.205
District #	24-El Paso	AFA ID	Z00003285	CFDA Title	Highway Planning and Construction
Code Chart 64 #	134000				
Project Name	Traffic Management Center Upgrade Phase 2			AFA Not Used For Research & Development	

- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

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7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

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11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

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- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

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- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after

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completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of El Paso ATTN: CID Director of Grant Funded Programs P.O. Box 1890 El Paso, Texas 79950-1890	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this

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Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

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- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government

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may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure

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compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure*

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by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed

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by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$ _____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

TxDOT:				Federal Highway Administration:	
CSJ #	0924-06-566			CFDA No.	20.205
District #	24-El Paso	AFA ID	Z00003285	CFDA Title	Highway Planning and Construction
Code Chart 64 #	134000				
Project Name	Traffic Management Center Upgrade Phase 2			AFA Not Used For Research & Development	

- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

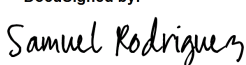
32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE LOCAL GOVERNMENT

THE CITY OF EL PASO

DocuSigned by:

 By: 500F0DE325714A0...
 Samuel Rodriguez, P.E. Operations
 & Transportation Officer for the City Manager

8/30/2022

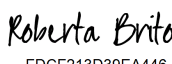
Date

APPROVED AS TO CONTENT:

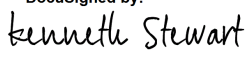
DocuSigned by:

F31C1FF18ACA4AD...
 Yvette Hernandez, P.E.
 Director of Grant Funded Programs

APPROVED AS TO FORM:

DocuSigned by:

EDCF213D39EA446...
 Roberta Brito
 Assistant City Attorney

THE STATE OF TEXAS

DocuSigned by:

F1CDA80FDB8C4B0...
 Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

8/30/2022

Date

CSJ #	0924-06-566		
District #	24-El Paso	AFA ID	Z00003285
Code Chart 64 #	13400		
Project Name	Traffic Management Center Upgrade, PH2		

Federal Highway Administration:	
CFDA No.	20.205
CFDA Title	Highway Planning and Construction
AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT AMENDMENT # 1

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, ("State") and the City of El Paso ("Local Government ") acting by and through its duly authorized officials.

W I T N E S S E T H

WHEREAS, the State and the Local Government executed an advanced funding agreement on August 30 of 2022 ("AFA") to upgrade the Local Government's traffic management center and traffic signal controller equipment;

WHEREAS, the attachments, although referenced in the AFA, were inadvertently left out of the DocuSign envelope sent out for execution;

WHEREAS, it has become necessary to amend the AFA to include the missing attachments;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

A G R E E M E N T

1. Description of Amended Items

The following attachments, which are attached to this amendment, are hereby added to the AFA: Attachment A-1, Location Map Showing Project; Attachment B-1, Project Budget; and Attachment C-1, Resolution.

All other provisions of the original contract are unchanged and remain in full force and effect.

2. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

[SIGNATURE PAGE FOLLOWS]

CSJ #	0924-06-566		
District #	24-El Paso	AFA ID	Z00003285
Code Chart 64 #	13400		
Project Name	Traffic Management Center Upgrade, PH2		

Federal Highway Administration:	
CFDA No.	20.205
CFDA Title	Highway Planning and Construction
AFA Not Used For Research & Development	

Each party is signing this amendment on the date stated under that party's signature.

THE CITY OF EL PASO

DocuSigned by:

BY: Samuel Rodriguez

Samuel Rodriguez, P.E.

Operations & Transportation Officer for the City Manager

10/14/2022

Date

APPROVED AS TO CONTENT:

DocuSigned by:

Yvette M. Hernandez

Yvette Hernandez, P.E.

City Engineer

APPROVED AS TO FORM:

DocuSigned by:

Roberta Brito

Roberta Brito

Assistant City Attorney

THE STATE OF TEXAS

DocuSigned by:

Kenneth Stewart

Kenneth Stewart

Director of Contract Services

Texas Department of Transportation

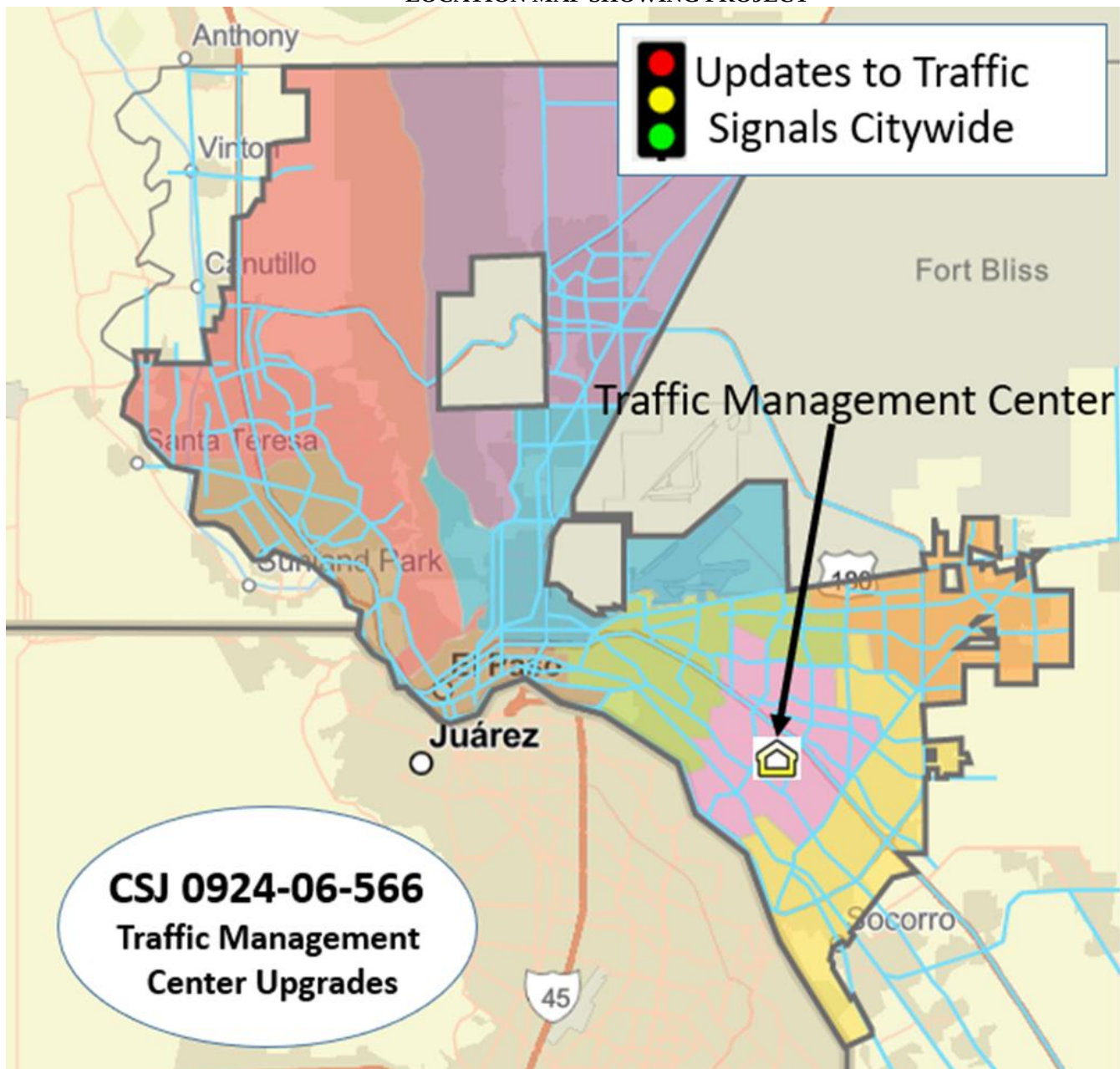
10/18/2022

Date

CSJ #	0924-06-566		
District #	24-El Paso	AFA ID	Z00003285
Code Chart 64 #	13400		
Project Name	Traffic Management Center Upgrade, PH2		

Federal Highway Administration:	
CFDA No.	20.205
CFDA Title	Highway Planning and Construction
<i>AFA Not Used For Research & Development</i>	

ATTACHMENT A-1
LOCATION MAP SHOWING PROJECT



CSJ #	0924-06-566		
District #	24-El Paso	AFA ID	Z00003285
Code Chart 64 #	13400		
Project Name	Traffic Management Center Upgrade, PH2		

Federal Highway Administration:	
CFDA No.	20.205
CFDA Title	Highway Planning and Construction
AFA Not Used For Research & Development	

ATTACHMENT B-1 PROJECT BUDGET

Except for Indirect State Costs, all other costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Engineering (by Local Government)	\$5,260,329	80%	\$4,208,263	0%	12.0%	\$631,240	20%	8.0%	\$420,826
Environmental (by Local Government)	\$100,000	80%	\$80,000	0%	12.0%	\$12,000	20%	8.0%	\$8,000
Construction (by Local Government)	\$3,669,976	80%	\$2,935,981	0%	12.0%	\$440,397	20%	8.0%	\$293,598
Subtotal	\$9,030,305		\$7,224,244			\$1,083,637			\$722,424
Environmental Direct State Costs	\$7,590	80%	\$6,072	0%	12.0%	\$911	20%	8.0%	\$607
Right of Way Direct State Costs	\$1,897	80%	\$1,518	0%	0%	\$0	20%	8.0%	\$379
Engineering Direct State Costs	\$17,078	80%	\$13,663	0%	12.0%	\$2,049	20%	8.0%	\$1,366
Utility Direct State Costs	\$1,897	80%	\$1,518	0%	0%	\$0	20%	8.0%	\$379
Construction Direct State Costs	\$9,487	80%	\$7,590	0%	12.0%	\$1,138	20%	8.0%	\$759
Indirect State Costs	\$96,249	0%	\$0	100%	100%	\$96,249	0%	0%	\$0
TOTAL	\$9,164,503		\$7,254,605			\$1,183,984			\$725,914

Initial payment by the Local Government to the State: \$2,731

Payment by the Local Government to the State before construction: \$759

Estimated total payment by the Local Government to the State \$ 3,490

This is an estimate. The final amount of Local Government participation will be based on actual costs.

CSJ #	0924-06-566		
District #	24-El Paso	AFA ID	Z00003285
Code Chart 64 #	13400		
Project Name	Traffic Management Center Upgrade, PH2		

Federal Highway Administration:	
CFDA No.	20.205
CFDA Title	Highway Planning and Construction
AFA Not Used For Research & Development	

ATTACHMENT C-1

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for Traffic Management Center Upgrade Phase 2 project, which has an estimated total project cost of \$9,164,503.00 of which the estimated local government participation amount is estimated at \$725,914.00. Further, that the City Manager, or designee, is authorized to sign all documents, agreement amendments, and perform all actions required to carry out the obligations of the City under this agreement.

APPROVED this 14th **day of** July, 2022.

THE CITY OF EL PASO:



ATTEST:

Laura D. Prine
Laura D. Prine
City Clerk

Oscar Leeser
Oscar Leeser
Mayor

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Roberta Brito
Roberta Brito
Assistant City Attorney

Yvette Hernandez
Yvette Hernandez, P.E.
City Engineer

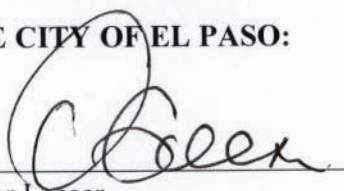
RESOLUTION

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

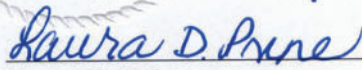
THAT the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for Traffic Management Center Upgrade Phase 2 project, which has an estimated total project cost of \$9,164,503.00 of which the estimated local government participation amount is estimated at \$725,914.00. Further, that the City Manager, or designee, is authorized to sign all documents, agreement amendments, and perform all actions required to carry out the obligations of the City under this agreement.

APPROVED this 14th day of July, 2022.

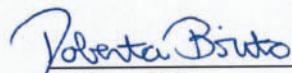
THE CITY OF EL PASO:


Oscar Leaser
Mayor

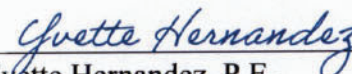
ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:


Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:


Yvette Hernandez, P.E.
City Engineer

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-566	AFA ID	200010528	CFDA No.	20.205
AFA CSJs	0924-06-567			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name		Traffic Management Center Upgrade, Phase 3		AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Congestion Mitigation Air Quality Project
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of El Paso**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116522** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Traffic Management Center Upgrade, Phase 3**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **06/04/2024**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-566	AFA ID	Z00010528	CFDA No.	20.205
AFA CSJs	0924-06-567			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name		Traffic Management Center Upgrade, Phase 3		AFA Not Used For Research & Development	

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	N/A	Utilities	Article 8
2.	N/A	Environmental Assessment and Mitigation	Article 9
3.	N/A	Architectural and Engineering Services	Article 11
4.	Local Government	Construction Responsibilities	Article 12
5.	N/A	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of construction work to upgrade the City of El Paso Traffic Management Center and traffic signals to include implementing the latest technology used to control and communicate with traffic signal lights, emergency preemption and mass transit priority. Construction will take place at various locations citywide as identified in Attachment A.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project

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District #	24-ELP	Code Chart 64#	13400		
Project Name		Traffic Management Center Upgrade, Phase 3		AFA Not Used For Research & Development	

successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State’s written notification of additional funds being due.

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District #	24-ELP	Code Chart 64#	13400		
Project Name		Traffic Management Center Upgrade, Phase 3		AFA Not Used For Research & Development	

- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a

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District #	24-ELP	Code Chart 64#	13400		
Project Name		Traffic Management Center Upgrade, Phase 3		AFA Not Used For Research & Development	

subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

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District #	24-ELP	Code Chart 64#	13400		
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8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals.

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Project Name		Traffic Management Center Upgrade, Phase 3		AFA Not Used For Research & Development	

For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

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13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real

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property acquired before execution of this Agreement and the obligation of federal spending authority.

- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate

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of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of El Paso ATTN: CID Director of Grant Funded Programs P.O. Box 1890 El Paso, Texas 79950-1890	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

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20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or

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national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 - 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

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- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for

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participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

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- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

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32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party’s signature.

THE LOCAL GOVERNMENT

THE CITY OF EL PASO

Signed by:
By: Dionne Mack
5AA138297A09462
Dionne Mack for Cary Westin, Interim City Manager
8/30/2024

Date

APPROVED AS TO CONTENT:
DocuSigned by:
Joaquin Rodriguez 8/30/2024
9037ADB81450441...
Joaquin Rodriguez, AICP
CID Grant Funded Program Director

APPROVED AS TO FORM:
DocuSigned by:
Roberta Brito 8/30/2024
FDCF213D39EA446...
Roberta Brito
Senior Assistant City Attorney

THE STATE OF TEXAS
DocuSigned by:
Kenneth Stewart
F1CDA89FDB8C486...
Signature

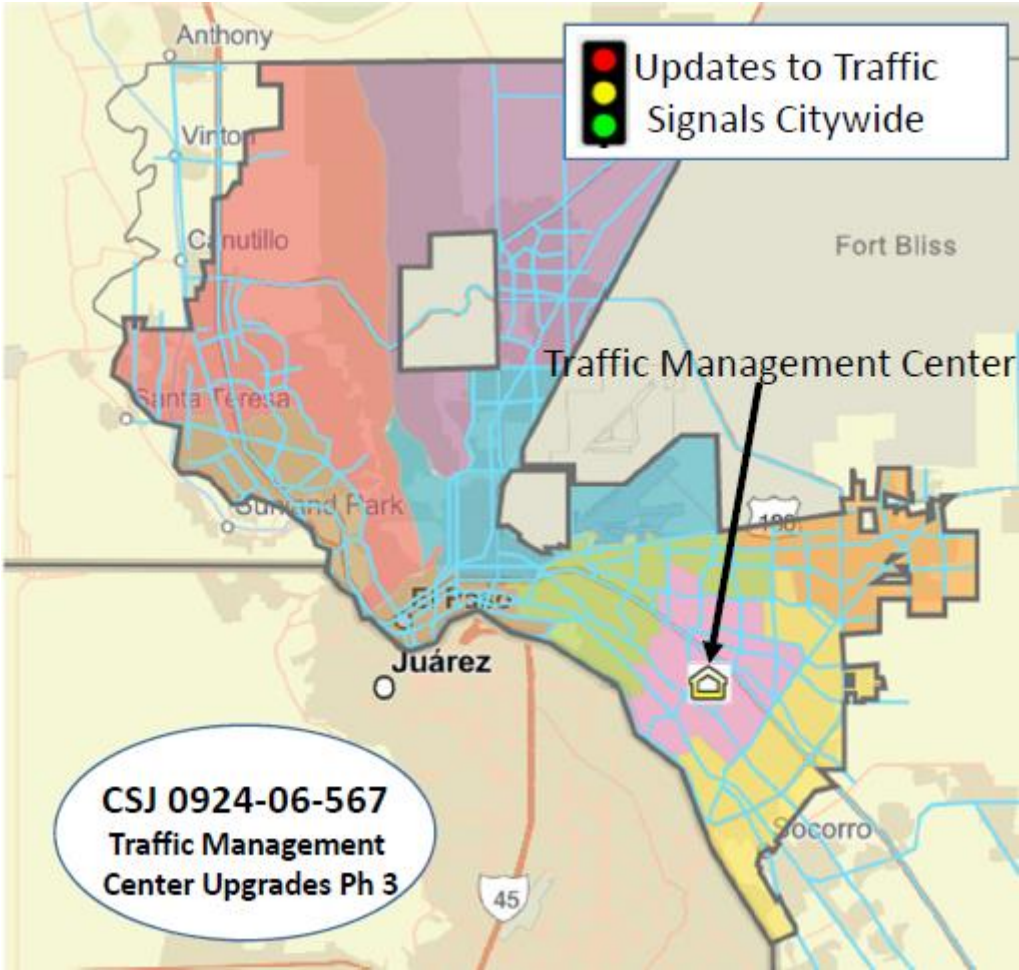
Kenneth Stewart
Typed or Printed Name

Director of Contract Services
Typed or Printed Title
8/30/2024

Date

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ATTACHMENT A
LOCATION MAP SHOWING PROJECT



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PROJECT SITE LOCATIONS

ID #	Location	Latitude	Longitude
404	Airport & Airway/Buffalo Soldier	31.79584117	-106.4041007
405	Airport & Leigh Fisher	31.80708537	-106.4042063
406	Airport & Cassidy	31.81255737	-106.4042194
407	Airport & Founders	31.81768007	-106.4043863
412	Airport Terminal Dr. N & Hawk	31.79632302	-106.3954308
413	Airway & Convair	31.79559292	-106.4000301
414	Airway & Boeing	31.79203038	-106.3958766
415	Montana & Airway	31.78995243	-106.3958827
416	Airway & Edgemere	31.78399167	-106.3956183
417	Airway & Viscount	31.78160202	-106.3923424
418	Airway & Gwew	31.77873929	-106.3926415
421	Boeing & Shuttle Columbia	31.79345291	-106.3787502
422	Hawkins & Boeing	31.79429464	-106.371916
423	Montana & Buffalo Soldier	31.78920003	-106.3984547
432	Edgemere & Hawkins	31.7875649	-106.3710775
433	Montana & Hawkins	31.79281232	-106.3715427
435	Montana & Mattox	31.79359129	-106.3674166
453	Montana & Rutherglen	31.79470177	-106.3594753
454	Montana & McRae	31.79458879	-106.3566625
455	Montana & Wedgewood	31.79614285	-106.3486681
457	Rojas & Pendale	31.73569097	-106.3131629
469	Montana & Yarbrough	31.79825117	-106.3327917
470	Montana & Lorne	31.79668397	-106.3446347
472	Gwew & Lomaland	31.74431667	-106.3320889
473	Rojas & Lomaland	31.74709444	-106.3292889
474	Pellicano & Lomaland	31.74988889	-106.3276278
475	Vista Del Sol & Lomaland	31.75746667	-106.3297194
476	Trawood & Lomaland	31.76575833	-106.3297861
477	Montwood & Lomaland	31.77194722	-106.3309111
478	Gwew & Lee Trevino	31.73951389	-106.3255194
479	Rojas & Lee Trevino	31.74184722	-106.3229917
480	Pellicano & Lee Trevino	31.74774167	-106.3186889
481	Vista Del Sol & Lee Trevino	31.75410278	-106.3186333
482	Trawood & Lee Trevino	31.76499444	-106.3187556
483	Montwood & Lee Trevino	31.76909722	-106.3193389
484	Sam Snead & Lee Trevino	31.77691111	-106.3226611
485	James Watt & Lee Trevino	31.74471389	-106.3201389
486	Pebble Hills & Lee Trevino	31.78386111	-106.3235056
487	Edgemere & Lee Trevino	31.79165	-106.3234611

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-566	AFA ID	Z00010528	CFDA No.	20.205
AFA CSJs	0924-06-567			CFDA Title	Highway Planning and Construction
District #	24 ELP	Code Chart 64#	13400		
Project Name		Traffic Management Center Upgrade, Phase 3		AFA Not Used For Research & Development	

488	Montana & Lee Trevino	31.79904171	-106.3228145
489	Chito & George Dieter	31.73512778	-106.3015028
490	Gwew & Zaragoza	31.72062778	-106.3048861
491	Esther Lama & George Dieter	31.72369444	-106.3026694
492	Zaragoza & George Dieter	31.72499722	-106.3025583
493	Rojas & George Dieter	31.72803889	-106.3026806
494	Pendale & George Dieter	31.74250278	-106.3015444
495	Pellicano & George Dieter	31.74454722	-106.3015917
496	VDS & George Dieter	31.75138889	-106.3016028
497	VDS & Dale Douglas	31.75251389	-106.3081833
498	Bob Mitchell & George Dieter	31.76085278	-106.3017694
499	Trawood & George Dieter	31.76456111	-106.3017611
500	Trawood & Dale Douglas	31.76475556	-106.308325
501	Montwood & George Dieter	31.76954444	-106.3033444
502	East Glen & George Dieter	31.77196111	-106.3032972
503	Montwood & Lake Omega	31.76919722	-106.3015889
504	Montwood & Trawood	31.767925	-106.2976028
505	Montwood & Lee	31.76711158	-106.2909039
506	Saul Kleinfeld & Montwood	31.767425	-106.2851833
507	Pebble Hills & George Dieter	31.78259167	-106.3024861
511	Edgemere & George Dieter	31.79039167	-106.3020194
513	Montana & George Dieter	31.8017554	-106.3021868
514	Montana & Lee	31.80278897	-106.2937652
515	Montana & Saul Kleinfeld	31.80393104	-106.2855789
516	Rojas & Zaragoza	31.72745556	-106.2999
517	Henry Brennan & Zaragoza	31.73054167	-106.2972194
518	Don Haskins & Zaragoza	31.73495833	-106.293925
519	Pellicano & Zaragoza	31.73812222	-106.292
520	Vista Del Sol & Zaragoza	31.74361389	-106.2866556
521	Firehouse & Saul Kleinfeld	31.75867222	-106.2771056
522	New World & Zaragoza	31.75491944	-106.2771056
523	Saul Kleinfeld & Zaragoza	31.756025	-106.27435
524	Wal Mart & Zaragoza	31.75863333	-106.2711778
525	Montwood & Zaragoza	31.76038889	-106.26925
526	Montwood & Firehouse	31.76141111	-106.2737806
527	Montwood & Bob Mitchell	31.76426944	-106.277125
528	Montwood & LP375	31.76056667	-106.2676667
529	Zaragoza & LP375	31.6747431	-106.3356285
530	VDS & Leroy Bonse	31.750725	-106.2952444
531	Vista Del Sol & LP375	31.74088333	-106.2675333
532	Pellicano & LP375	31.72591389	-106.2680417
533	Bob Hope & LP375	31.71873083	-106.2690145
534	Rojas & LP375	31.70516944	-106.2810917
535	Pebble Hills & LP375	31.77621667	-106.2679194

TxDOT:				Federal Highway Administration:	
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Project Name		Traffic Management Center Upgrade, Phase 3		AFA Not Used For Research & Development	

536	Edgemere & LP375	31.79213333	-106.2680667
537	Zaragoza & JcPenny	31.76455833	-106.2652833
538	Montana & LP375	31.806435	-106.268297
539	Loma Verde & Rojas	31.70663889	-106.2837778
540	Don Haskins & Rojas	31.71407778	-106.2913139
541	Gene Torres & Pellicano	31.74093611	-106.29505
542	Pullman & Pellicano	31.73615556	-106.2884194
543	Peter Cooper & Pellicano	31.72961389	-106.2790444
544	Bob Hope & Pellicano	31.72604722	-106.2715778
545	Zaragoza & Tierra Este	31.77588056	-106.2532056
546	Edgemere & Tierra Este	31.79250556	-106.2594889
547	Vista Del Sol & Pullman	31.74231944	-106.2849639
548	Zaragoza & Sunfire	31.76814444	-106.2607139
575	Pebble Hills & Sunfire	31.77595278	-106.2627611
578	N Zaragoza & Golden Gate	31.751237	-106.279362
580	Edgemere & John Hayes	31.796577	-106.216909
581	North Loop & Gilmore	31.71098439	-106.3224761
582	North Loop & Pendale	31.71629359	-106.3273493
596	North Loop & Lomaland	31.72585624	-106.3430799
597	North Loop & Borrett	31.72277603	-106.3372296
598	North Loop & Lee Trevino	31.72083445	-106.3325624
600	Lee Trevino & Castner	31.72753889	-106.3290361
601	Lee Trevino & Yermoland	31.73349167	-106.3275194
602	Lee Trevino & Burnham	31.73776111	-106.3256361
603	Lomaland & Burnham	31.74094167	-106.3326028
604	Lomaland & Yermoland	31.73511389	-106.3335417
689	Montwood & Robert Wynn	31.76947032	-106.3071201
690	Montwood & Lee Elder	31.76922346	-106.3135508
713	RC Poe & Sun Metro	31.79777517	-106.2496119
736	Edgemere & RC Poe Hawk South	31.79653626	-106.2478137
740	Zaragoza & John Hayes	31.80521944	-106.2211222
741	Pellicano & Michelangelo	31.73098056	-106.2813722
742	Edgemere & Rich Beem N Hawk	31.79794632	-106.2451087
743	Edgemere & Rich Beem W Hawk	31.79756929	-106.2452872
746	Lee & Turner	31.79819722	-106.2940639
747	Tierra Este & Tierra Cortez	31.78891111	-106.2595583
753	Montana & Rich Beem	31.80944024	-106.2478666
755	Montana & Tierra Este	31.80783767	-106.25986
756	Saul Kleinfeld & Edward Jame	31.78883889	-106.2853167
757	Pebble Hills & Tierra Este	31.77964167	-106.2580056
758	Zaragoza & Rich Beem	31.79138333	-106.2365972
759	Zaragoza & Edgemere	31.79767222	-106.2298194
760	Pebble Hills & Red Sails	31.78352778	-106.3127639
761	Pebble Hills & Lee	31.78231389	-106.2937667

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762	Pebble Hills & Saul Kleinfeld	31.78243333	-106.2848667
763	Edgemere & Red Sails	31.79055556	-106.3126778
765	Edgemere & East Glen	31.79057778	-106.3189528
766	Pebble Hills & Arrambide	31.78275	-106.2824667
767	Edgemere & Saul Kleinfeld	31.79114444	-106.2850361
768	Rojas & Sabrina Lynn	31.72938056	-106.3056639
769	Edgemere & Nolan Richard	31.79208889	-106.2761333
770	Edgemere & Lee	31.79118056	-106.2935833
771	Pebble Hills & Nolan Richard	31.78021389	-106.2766361
772	Pellicano & Ted Houghton	31.727475	-106.2754167
773	Pellicano & Rudy Montoya	31.73291111	-106.2846083
774	VDS & Peter Cooper	31.73943333	-106.2760917
775	VDS & Bob Hope	31.74048056	-106.2708833
776	VDS & Gene Torres	31.74981389	-106.2920417
777	Saul Kleinfeld & Bob Mitchell	31.76127778	-106.2805722
778	Rojas & Goodyear	31.73870556	-106.3159472
779	Pellicano & Goodyear	31.74617222	-106.3103139
780	Pellicano & Cedar Oak	31.74523611	-106.3054667
781	Saul Kleinfeld & Turner	31.79791111	-106.2850806
782	Montana & Turf	31.80867399	-106.2530968
783	Zaragoza & Charles Schulte	31.77270556	-106.2564583
784	Zaragoza & Sombra Del Sol	31.77346944	-106.2557306
785	Zaragoza & Pebble Hills	31.78343056	-106.2449444
786	Saul Kleinfeld & Rufus Brija	31.772175	-106.2847806
787	Pebble Hills & Rich Beem	31.78185278	-106.234025

In this Attachment is a total of One Hundred and Fifty-two (152) sites

The number and location of upgrades may change but will stay approximately a number of 152 and will all be located within the City of El Paso

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-566	AFA ID	Z00010528	CFDA No.	20.205
AFA CSJs	0924-06-567			CFDA Title	Highway Planning and Construction
District #	24 ELP	Code Chart 64#	13400		
Project Name		Traffic Management Center Upgrade, Phase 3		AFA Not Used For Research & Development	

ATTACHMENT B PROJECT BUDGET

Where Federal Funding is involved, costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Construction (by Local Gov't)	\$2,250,000	80%	\$1,800,000	0%	12%	\$270,000	20%	8%	\$180,000
Construction (by Local Gov't)	\$2,750,000	0%	\$0	0%	0%	\$0	100%	100%	\$2,750,000
Subtotal	\$5,000,000		\$1,800,000			\$270,000			\$2,930,000
Environmental Direct State Costs	\$25,000	80%	\$20,000	0%	12%	\$3,000	20%	8%	\$2,000
Right of Way Direct State Costs	\$6,250	80%	\$5,000	0%	0%	\$0	20%	20%	\$1,250
Engineering Direct State Costs	\$31,250	80%	\$25,000	0%	12%	\$3,750	20%	8%	\$2,500
Utility Direct State Costs	\$6,250	80%	\$5,000	0%	0%	\$0	20%	20%	\$1,250
Construction Direct State Costs	\$56,250	80%	\$45,000	0%	12%	\$6,750	20%	8%	\$4,500
Indirect State Costs (4.60%)	\$230,000	0%	\$0	100%	0%	\$230,000	0%	0%	\$0
TOTAL	\$5,355,000		\$1,900,000			\$513,500			\$2,941,500

Initial payment by the Local Government to the State: \$7,000

Payment by the Local Government to the State before construction: \$4,500

Total payment by the Local Government to the State: \$11,500

The total amount of Local Government participation shall not exceed the amount appearing above.

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-566	AFA ID	Z00010528	CFDA No.	20.205
AFA CSJs	0924-06-567			CFDA Title	Highway Planning and Construction
District #	24 ELP	Code Chart 64#	13400		
Project Name		Traffic Management Center Upgrade, Phase 3		AFA Not Used For Research & Development	

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

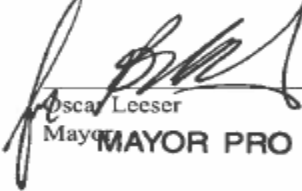
THAT the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the Congestion Mitigation and Air Quality Program grant improvements for the Traffic Management Center Upgrade, Phase 3 project, which has an estimated total project cost of \$5,361,500.00 of which the estimated local government participation amount is estimated at \$2,941,500.00. Further, that the City Manager, or designee, is authorized to sign all documents, agreement amendments, and perform all actions required to carry out the obligations of the City under this Agreement.

APPROVED this 4th day of June 2024.

ATTEST:


Laura D. Prine
City Clerk

THE CITY OF EL PASO:


Oscar Leaser
Mayor

Brian Kennedy
MAYOR PRO TEMPORE

APPROVED AS TO FORM:


Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:


Joaquin Rodriguez, AICP
CID Grant Funded Program Director

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-566	AFA ID	Z00010528	CFDA No.	20.205
AFA CSJs	0924-06-567			CFDA Title	Highway Planning and Construction
District #	24 ELP	Code Chart 64#	13400		
Project Name	Traffic Management Center Upgrade, Phase 3			AFA Not Used For Research & Development	

+THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Congestion Mitigation Air Quality Project
Off-System

AMENDMENT #1

THIS AMENDMENT is made by and between the State of Texas, acting through the **Texas Department of Transportation**, called the “State”, and the **City of El Paso**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, the parties executed a contract on **8/30/2024** to effectuate their agreement to **perform construction work to upgrade the City of El Paso Traffic Management Center and traffic signal lights to include implementing the latest technology used to control and communicate with traffic signal lights, emergency preemption and mass transit priority at various locations citywide; and,**

WHEREAS, it has become necessary to amend that contract in order to **modify dollar amounts in the budget page for the two construction lines;**

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the parties do agree as follows:

AGREEMENT

The parties agree that the Agreement is amended as follows:

Attachment B, **Project Budget**, is deleted in its entirety and replaced with Attachment B-1, **Project Budget**, which is attached to and made a part of this Amendment. The total estimated cost of the Project amount did not change. The Category 5 funds increased from \$2,250,000 to \$4,400,000, and the Category 3 Local Contribution funds decreased from \$2,750,000 to \$600,000 due to an approved STIP revision.

All other provisions of the original contract are unchanged and remain in full force and effect.

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-566	AFA ID	Z00010528	CFDA No.	20.205
AFA CSJs	0924-06-567			CFDA Title	Highway Planning and Construction
District #	24 ELP	Code Chart 64#	13400		
Project Name	Traffic Management Center Upgrade, Phase 3			AFA Not Used For Research & Development	

Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party’s signature.

THE LOCAL GOVERNMENT

THE CITY OF EL PASO

Signed by:

Dionne Mack

5AA138297A09462...

Signature

Dionne Mack

Typed or Printed Name

City Manager

Typed or Printed Title

3/27/2025

Date

APPROVED AS TO CONTENT:

DocuSigned by:

Roberta Brito

FDC2F213D339EA446...

Roberta Brito

Senior Assistant City Attorney

APPROVED AS TO FORM:

DocuSigned by:

Joaquin Rodriguez

1934785182200441...

Joaquin Rodriguez

Director - CID Grant Funded Programs

THE STATE OF TEXAS

DocuSigned by:

Kenneth Stewart

F1CDA80FDB8C4B6...

Signature

Kenneth Stewart

Typed or Printed Name

Director, Contract Services

Typed or Printed Title

3/27/2025

Date

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-566	AFA ID	Z00010528	CFDA No.	20.205
AFA CSJs	0924-06-567			CFDA Title	Highway Planning and Construction
District #	24 ELP	Code Chart 64#	13400		
Project Name	Traffic Management Center Upgrade, Phase 3			AFA Not Used For Research & Development	

ATTACHMENT B-1 PROJECT BUDGET

Costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Construction CAT 5 (by Local Government)	\$4,400,000	80%	\$3,520,000	0%	12%	\$528,000	20%	8%	\$352,000
Construction CAT 3 (by Local Government)	\$600,000	0%	\$0	0%	0%	\$0	100%	100%	\$600,000
Subtotal	\$5,000,000		\$3,520,000			\$528,000			\$952,000
Environmental Direct State Costs	\$25,000	80%	\$20,000	0%	12%	\$3,000	20%	8%	\$2,000
Right of Way Direct State Costs	\$6,250	80%	\$5,000	0%	0%	\$0	20%	20%	\$1,250
Engineering Direct State Costs	\$31,250	80%	\$25,000	0%	12%	\$3,750	20%	8%	\$2,500
Utility Direct State Costs	\$6,250	80%	\$5,000	0%	0%	\$0	20%	20%	\$1,250
Construction Direct State Costs	\$56,250	80%	\$45,000	0%	12%	\$6,750	20%	8%	\$4,500
Indirect State Costs (4.60%)	\$230,000	0%	\$0	100%	0%	\$230,000	0%	0%	\$0
TOTAL	\$5,355,000		\$3,620,000			\$771,500			\$963,500

Initial payment by the Local Government to the State: \$7,000
Payment by the Local Government to the State before construction: \$4,500
Total payment by the Local Government to the State: \$11,500
This is an estimate. The final amount will be based on actual costs.

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-568	AFA ID	Z00003120	CFDA No.	20.205
AFA CSJs	0924-06-568			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name		Traffic Management Center Upgrade, Phase 4		AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Congestion Mitigation Air Quality Project
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of El Paso**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116752** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Traffic Management Center Upgrade, Phase 4**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **08/19/2025**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

TxDOT:				Federal Highway Administration:	
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AFA CSJs	0924-06-568			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name	Traffic Management Center Upgrade, Phase 4			AFA Not Used For Research & Development	

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	Local Government*	Utilities	Article 8
2.	Local Government*	Environmental Assessment and Mitigation	Article 9
3.	Local Government*	Architectural and Engineering Services	Article 11
4.	Local Government	Construction Responsibilities	Article 12
5.	Local Government*	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of construction work to upgrade the City of El Paso Traffic Management Center and traffic signals to include implementing latest technology used to control and communicate with traffic signal lights, emergency preemption and mass transit priority. Construction will take place at various locations citywide as shown on Attachment A.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project

TxDOT:				Federal Highway Administration:	
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AFA CSJs	0924-06-568			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name	Traffic Management Center Upgrade, Phase 4			AFA Not Used For Research & Development	

successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

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- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a

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subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

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8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals.

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For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

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13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real

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property acquired before execution of this Agreement and the obligation of federal spending authority.

- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate

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of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of El Paso ATTN: CID Director of Grant Funded Programs P.O. Box 1890 El Paso, Texas 79950-1890	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

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20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or

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national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 - 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

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- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for

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participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

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- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

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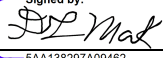
32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party’s signature.

THE LOCAL GOVERNMENT

THE CITY OF EL PASO

Signed by: 
5AA138207A08462...
Signature

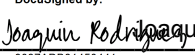
Dionne Mack
Typed or Printed Name

City Manager
Typed or Printed Title

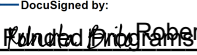
9/8/2025
Date

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

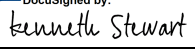
DocuSigned by: 
9037ADB81450441...
Joaquin Rodriguez

Director - CID Grant

DocuSigned by: 
FDCF213D39EA446...
Roberta Brito

Senior Assistant City Attorney

THE STATE OF TEXAS

DocuSigned by: 
F1CDABED89CAB6...
Signature

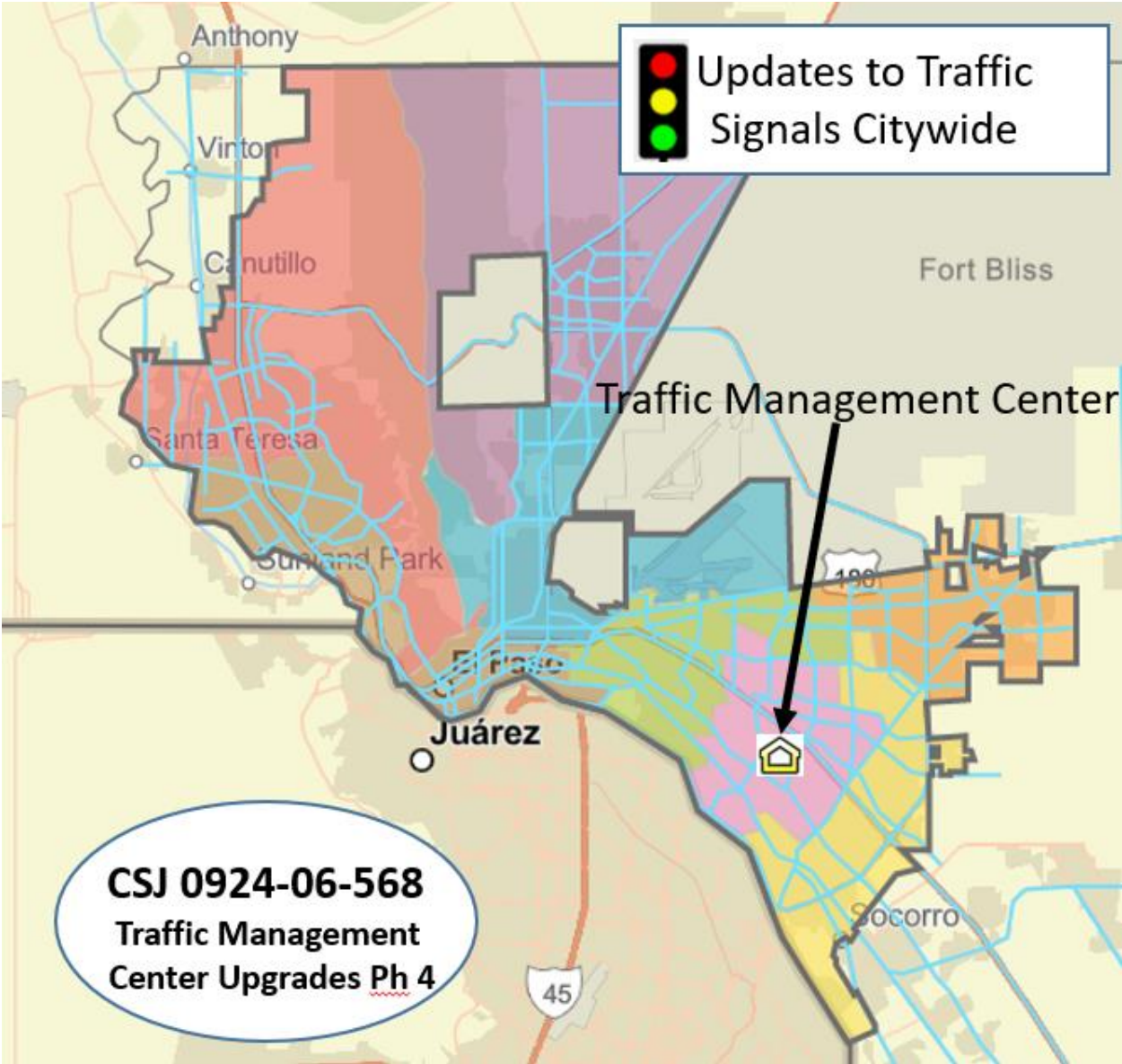
Kenneth Stewart
Typed or Printed Name

Director, Contract Services
Typed or Printed Title

9/8/2025
Date

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ATTACHMENT A
LOCATION MAP SHOWING PROJECT



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PROJECT SITE LOCATIONS

ID	Intersection Name	Phase	Latitude	Longitude
2	COTTON & DELTA	Phase 4	31.7584426	-106.4735771
3	COTTON & MAGOFFIN	Phase 4	31.76456828	-106.4734857
4	COTTON & MYRTLE	Phase 4	31.76668015	-106.4734496
5	COTTON & TEXAS	Phase 4	31.76758755	-106.4733902
6	COTTON & OVERPASS	Phase 4	31.77017955	-106.4733655
7	MISSOURI & COTTON	Phase 4	31.77219084	-106.4733732
8	WYOMING & COTTON	Phase 4	31.77352387	-106.4733944
9	YANDELL & COTTON	Phase 4	31.77473234	-106.4733859
10	MONTANA & COTTON	Phase 4	31.77579922	-106.4733669
11	MONTANA & DALLAS	Phase 4	31.77370989	-106.4762423
12	RIOGRANDE & COTTON	Phase 4	31.77693212	-106.4733604
13	ARIZONA & COTTON	Phase 4	31.77779939	-106.473371
14	SCHUSTER & BROWN	Phase 4	31.77853043	-106.4872966
15	MURCHINSON & MEDICAL	Phase 4	31.78007179	-106.4795178
57	DYER & ANGORA LOOP	Phase 4	31.9285295	-106.3890041
80	GATEWAY SOUTH & TITANIC	Phase 4	31.853296	-106.441058
101	OREGON & YANDELL	Phase 4	31.76265193	-106.4916786
113	OREGON & MONTANA	Phase 4	31.76337431	-106.492489
123	OREGON & ARIZONA	Phase 4	31.76480019	-106.493657
125	MESA & RIVER	Phase 4	31.76755254	-106.4946799
126	MESA & SCHUSTER	Phase 4	31.76973444	-106.4966129
127	MESA & RIM	Phase 4	31.77046698	-106.4971855
129	MESA & UNIVERSITY	Phase 4	31.77329213	-106.5002064
130	MESA & KERBY	Phase 4	31.77409935	-106.500747
131	KANSAS & CLIFF	Phase 4	31.76920599	-106.4938863
132	STANTON & SCHUSTER	Phase 4	31.7703817	-106.4958774
133	STANTON & RIM	Phase 4	31.77081757	-106.4966845
134	STANTON & UNIVERSITY	Phase 4	31.77388846	-106.4992736
135	STANTON & KERBY	Phase 4	31.77477028	-106.4996662
136	OREGON & SCHUSTER	Phase 4	31.76916687	-106.4975644
137	OREGON & UNIVERSITY	Phase 4	31.77279885	-106.500922
138	MESA & BALTIMORE	Phase 4	31.77774195	-106.5035747
140	SCHUSTER & SUNBOWL	Phase 4	31.76639286	-106.5067052
147	SCHUSTER & GWEW	Phase 4	31.76610637	-106.5082952
190	SCHUSTER & LAWTON - HAWK	Phase 4	31.76640959	-106.5016894
231	PAISANO & EUCALYPTUS	Phase 4	31.76568671	-106.4635818
232	PAISANO & PIEDRAS	Phase 4	31.76627341	-106.4615552
233	PAISANO & SAN MARCIAL	Phase 4	31.76769214	-106.458379
235	MAGOFFIN & PIEDRAS	Phase 4	31.77212141	-106.461473
236	ALAMEDA & TEXAS	Phase 4	31.7735973	-106.464118
237	ALAMEDA & PIEDRAS	Phase 4	31.7736059	-106.461439
238	ALAMEDA & MAGOFFIN	Phase 4	31.77334545	-106.4591912

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ID	Intersection Name	Phase	Latitude	Longitude
239	GWEW & PIEDRAS	Phase 4	31.77828482	-106.4616791
240	MISSOURI & PIEDRAS	Phase 4	31.77954031	-106.4613669
241	WYOMING & PIEDRAS	Phase 4	31.78085579	-106.4613438
242	YANDELL & PIEDRAS	Phase 4	31.78190508	-106.4613679
243	TULAROSA & PIEDRAS	Phase 4	31.7828915	-106.4615699
244	MONTANA & PIEDRAS	Phase 4	31.7835732	-106.4616013
245	PERSHING & PIEDRAS	Phase 4	31.78477153	-106.4613531
246	GRANT & PIEDRAS	Phase 4	31.78641421	-106.4613748
247	AURORA & COPIA	Phase 4	31.79297477	-106.4538749
248	GWEW & RAYNOR	Phase 4	31.77789649	-106.4598845
249	WYOMING & RAYNOR	Phase 4	31.78060018	-106.4598586
250	YANDELL & RAYNOR	Phase 4	31.78159638	-106.4598573
251	MONTANA & RAYNOR	Phase 4	31.78360954	-106.4598391
252	PERSHING & RAYNOR	Phase 4	31.78490012	-106.4598125
253	ALAMEDA & COPIA	Phase 4	31.77350136	-106.4508973
254	DURAZNO & COPIA	Phase 4	31.77645202	-106.4508666
255	GWEW & COPIA	Phase 4	31.77811296	-106.4509101
256	YANDELL & COPIA	Phase 4	31.78160344	-106.4509287
257	MONTANA & COPIA	Phase 4	31.78360703	-106.4509323
258	HUECO & COPIA	Phase 4	31.78598748	-106.4509904
259	PERSHING & COPIA	Phase 4	31.7869304	-106.4515232
260	DOUGLAS & COPIA	Phase 4	31.78783799	-106.4521056
261	ALTURA & COPIA	Phase 4	31.79665131	-106.4538699
262	TROWBRIDGE & PERSHING	Phase 4	31.78885343	-106.4486286
289	ALAMEDA & BOLL	Phase 4	31.77134315	-106.4366769
295	ALABAMA & WHEELING	Phase 4	31.79236259	-106.466122
296	ALABAMA & RICHMOND	Phase 4	31.79602446	-106.4658567
297	ALABAMA & NASHVILLE	Phase 4	31.80054072	-106.4658492
298	ALABAMA & FORT	Phase 4	31.80582041	-106.4658263
299	ALABAMA & McKINLEY	Phase 4	31.80972572	-106.4657876
300	ALABAMA & HARRISON	Phase 4	31.81380342	-106.466065
301	ALABAMA & McKELLIGON	Phase 4	31.82169757	-106.4654826
302	FRED WILSON & ALABAMA	Phase 4	31.82574858	-106.455458
303	PIEDRAS & AURORA	Phase 4	31.79320959	-106.4613411
304	PIEDRAS & ALTURA	Phase 4	31.79672824	-106.4613718
305	PIEDRAS & FORT	Phase 4	31.80588464	-106.4614178
306	MONTANA & BIRCH	Phase 4	31.78232784	-106.4630862
307	DYER & MOBILE	Phase 4	31.80116824	-106.4445555
308	FORT & COPIA	Phase 4	31.80586099	-106.4538508
309	ALTURA & PERSHING	Phase 4	31.79497015	-106.4457315
310	PERSHING & DYER	Phase 4	31.7984704	-106.4438482
311	TOMPKINS & DYER	Phase 4	31.80766167	-106.4447789

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ID	Intersection Name	Phase	Latitude	Longitude
312	McKINLEY & DYER	Phase 4	31.80950523	-106.4445533
313	MONROE & DYER	Phase 4	31.81201431	-106.4445666
314	VAN BUREN & DYER	Phase 4	31.81291095	-106.444569
315	FILLMORE & DYER	Phase 4	31.8172704	-106.4445203
316	HAYES & DYER	Phase 4	31.82173629	-106.4445147
317	FRED WILSON & DYER	Phase 4	31.82553593	-106.4447879
318	FRED WILSON & RUSSELL	Phase 4	31.82581394	-106.4510226
319	YANDELL & GWNS	Phase 4	31.78173143	-106.4404275
320	MONTANA & GWNS	Phase 4	31.78382215	-106.4403967
321	TROWBRIDGE & GWNS	Phase 4	31.78887179	-106.4403693
322	ALTURA & GWNS	Phase 4	31.79471807	-106.4402835
323	PERSHING & GWNS	Phase 4	31.80022878	-106.4412667
324	DYER & TIGER EYE	Phase 4	31.924814	-106.391808
325	CASSIDY & GWNS	Phase 4	31.81247919	-106.4430638
326	FRED WILSON & GWNS	Phase 4	31.82604156	-106.4384343
327	DYER & SHEPPARD - HAWK	Phase 4	31.82862887	-106.4452528
328	ALABAMA & ZION	Phase 4	31.85010523	-106.4538481
329	HERCULES & MAGNETIC	Phase 4	31.85497993	-106.454089
330	DYER & FLORY - HAWK	Phase 4	31.83157632	-106.445004
331	DYER & BROADDUS	Phase 4	31.83027666	-106.4453415
332	BROADDUS & GWNS	Phase 4	31.83041032	-106.4396234
333	DYER & ELLERTHORPE	Phase 4	31.84112075	-106.4450186
334	ELLERTHORPE & GWNS	Phase 4	31.84121151	-106.4399215
335	DYER & GWNS	Phase 4	31.85088098	-106.440501
336	HERCULES & GWNS	Phase 4	31.85519382	-106.4402606
337	HERCULES & DYER	Phase 4	31.85495178	-106.4377938
338	TETONS & DYER	Phase 4	31.85785767	-106.4359134
339	MAXWELL & DYER	Phase 4	31.86716567	-106.4297478
340	ALPS & DYER	Phase 4	31.86513177	-106.4310014
341	GWNS & HONDO PASS	Phase 4	31.86958928	-106.4408312
342	HONDO PASS & STAHALA	Phase 4	31.86969432	-106.4345726
343	HONDO PASS & DYER	Phase 4	31.86971924	-106.4280321
344	HONDO PASS & DIANA	Phase 4	31.86979863	-106.4233034
345	HERCULES & DIANA	Phase 4	31.85547107	-106.4231151
347	RAILROAD & DEER	Phase 4	31.90673432	-106.3853571
348	HERCULES & RAILROAD	Phase 4	31.85560532	-106.4166381
349	DYER & TYLER - HAWK	Phase 4	31.81514637	-106.4448051
350	DYER & LINCOLN - HAWK	Phase 4	31.81989585	-106.4448145
351	DIANA & RAILRD	Phase 4	31.84624553	-106.4225828
352	RAILROAD & McCOMBS	Phase 4	31.87222397	-106.4060428
353	WREN & McCOMBS	Phase 4	31.87734907	-106.4063845
354	SANDERS & McCOMBS	Phase 4	31.88059057	-106.4064921

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ID	Intersection Name	Phase	Latitude	Longitude
355	WILL RUTH & McCOMBS	Phase 4	31.88613498	-106.4062798
356	MANILA & McCOMBS	Phase 4	31.89188285	-106.4067687
357	TRANSMOUNTAIN & McCOMBS	Phase 4	31.899338	-106.4070413
358	THREADGILL & RAILROAD	Phase 4	31.88492095	-106.4011963
359	TRANSMOUNTAIN & RAILROAD	Phase 4	31.89913497	-106.3899697
360	TRANSMOUNTAIN & BOMARC	Phase 4	31.89918272	-106.3993312
361	RUTHERFORD & DYER	Phase 4	31.87370873	-106.4258541
362	DIANA & DYER	Phase 4	31.8765306	-106.4235643
363	WREN & DYER	Phase 4	31.87808943	-106.4224281
364	SANDERS & DYER	Phase 4	31.8814538	-106.4202145
365	HONDO PASS & RAILRD	Phase 4	31.87029242	-106.4073135
366	WILL RUTH & DYER	Phase 4	31.88626046	-106.4170868
367	MANILA & DYER	Phase 4	31.89179163	-106.4134355
368	YVETTE & DYER	Phase 4	31.89266697	-106.4132665
369	TRANSMOUNTAIN & DYER	Phase 4	31.89948248	-106.4088837
370	TRANSMOUNTAIN & RUSHING	Phase 4	31.89899331	-106.4208569
371	KENWORTHY & DIANA	Phase 4	31.88304644	-106.4376341
372	KENWORTHY & COHEN	Phase 4	31.89277483	-106.4332749
373	KENWORTHY & LP375	Phase 4	31.89868743	-106.4332077
374	DIANA & GWNS	Phase 4	31.88297457	-106.4410225
375	LP375 & US54	Phase 4	31.8981967	-106.4413669
376	ALCAN & LP375	Phase 4	31.8991111	-106.4123847
377	FAIRBANKS & DYER	Phase 4	31.90044502	-106.4081565
378	DYER & McCOMBS	Phase 4	31.90194787	-106.406674
379	DEER & DYER	Phase 4	31.90648358	-106.4037371
380	SUN VALLEY & DYER	Phase 4	31.91010771	-106.4018005
381	SUN VALLEY & McCOMBS	Phase 4	31.90999032	-106.4072587
382	DEER & McCOMBS	Phase 4	31.90666126	-106.4067709
383	McCOMBS & SEAN HAGGERTY	Phase 4	31.92871897	-106.4077146
384	McCOMBS & GWNS	Phase 4	31.94034092	-106.4075474
385	M.L.KING & N HILLS WALMART	Phase 4	31.926035	-106.4412722
386	SEAN HAGGERTY & GWNS	Phase 4	31.93105913	-106.423937
387	SUN VALLEY & KENWORTHY	Phase 4	31.91233242	-106.4324026
388	MESQUITE HILLS & US54	Phase 4	31.9646223	-106.3745543
389	SUN VALLEY & GWNS	Phase 4	31.91304903	-106.4417101
390	MARTIN L KING & GWNS	Phase 4	31.92248598	-106.4399489
391	J.CUNNINGHAM & M.L. KING	Phase 4	31.9298079	-106.441754
392	MARCUS URIBE & M.L. KING	Phase 4	31.93595878	-106.4418908
393	SEAN HAGGERTY & MARCUS URIBE	Phase 4	31.93615492	-106.4248961
408	SGT MAJORS & FRED WILSON	Phase 4	31.8254799	-106.4050446
409	FRED WILSON & CHAFFEE	Phase 4	31.82634463	-106.4166738
411	FRED WILSON & SUN METRO	Phase 4	31.82643142	-106.4235503

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ID	Intersection Name	Phase	Latitude	Longitude
667	MESA & UTEP CROSSWALK - HAWK	Phase 4	31.77859381	-106.5043624
684	FAIRBANKS & RUSHING	Phase 4	31.90318139	-106.4215967
685	KENWORTHY & FAIRBANKS	Phase 4	31.90271824	-106.4336259
686	DIANA & STAHALA	Phase 4	31.88233064	-106.4346323
687	RUSHING & SUN VALLEY	Phase 4	31.91046353	-106.4236533
688	MESA & CINCINNATI	Phase 4	31.77696462	-106.5029749
697	SCHUSTER & PROSPECT - HAWK	Phase 4	31.76562737	-106.5031089
699	MONTANA & BROWN	Phase 4	31.77062761	-106.4811687
700	COTTON & SAN ANTONIO	Phase 4	31.7625133	-106.4734692
701	DALLAS & MISSOURI	Phase 4	31.77164245	-106.4743719
703	SCHUSTER & HAWTHORNE	Phase 4	31.76681208	-106.501121
704	OREGON & HAGUE	Phase 4	31.77062091	-106.4989379
705	OREGON & ROBINSON	Phase 4	31.7758075	-106.5033363
706	OREGON & RIM	Phase 4	31.76986242	-106.4979609
707	PAISANO & RUHLEN	Phase 4	31.76507	-106.510061
708	PAISANO & SP1966	Phase 4	31.76244623	-106.5078398
710	SCHUSTER & EL PASO	Phase 4	31.76861126	-106.4983828
716	LEETREVINO & IVANHOE	Phase 4	31.786184	-106.323168
717	ALAMEDA & UNIVERSITY MEDICAL	Phase 4	31.77044029	-106.4340932
748	GLOBAL REACH & WALTER JONES	Phase 4	31.82861562	-106.3625366
749	GLOBAL REACH & GEORGE PERRY	Phase 4	31.82405702	-106.3570858
750	SPUR 601 & GLOBAL REACH	Phase 4	31.83026859	-106.3643271
751	SPUR 601 & CONSTITUTION	Phase 4	31.84101919	-106.3418485
752	SPUR 601 & LP 375	Phase 4	31.84139176	-106.3247057

This Attachment lists a total of One Hundred and Ninety-two (192) sites

Location of sites may change under this contract, but the number of sites will stay approximately 192. All sites will be located within the City of El Paso

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Project Name	Traffic Management Center Upgrade, Phase 4			AFA Not Used For Research & Development	

ATTACHMENT B PROJECT BUDGET

Costs will be allocated based on 80% Federal funding, 12% State funding, and 8% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of cost overruns.

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Construction (by Local Government)	\$5,180,000	80%	\$4,144,000	0%	12%	\$621,600	20%	8%	\$414,400
Subtotal	\$5,180,000		\$4,144,000			\$621,600			\$414,400
Environmental Direct State Costs	\$2,590	80%	\$2,072	0%	12%	\$311	20%	8%	\$207
Engineering Direct State Costs	\$3,237	80%	\$2,590	0%	12%	\$388	20%	8%	\$259
Right of Way Direct State Costs	\$647	80%	\$518	0%	0%	\$0	20%	20%	\$129
Utility Direct State Costs	\$647	80%	\$518	0%	0%	\$0	20%	20%	\$129
Construction Direct State Costs	\$5,827	80%	\$4,662	0%	12%	\$699	20%	8%	\$466
Subtotal	\$5,192,948		\$4,154,360			\$622,998			\$415,590
Indirect State Costs (5.29%)	\$274,022	0%	\$0	100%	100%	\$274,022	0%	0%	\$0
TOTAL	\$5,466,970		\$4,154,360			\$897,020			\$415,590

Initial payment by the Local Government to the State: \$724.00.

Payment by the Local Government to the State before construction: \$466.00.

Estimated total payment by the Local Government to the State: \$1,190.00.

This is an estimate. The final amount of Local Government participation will be based on actual costs.

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ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

18

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for a Congestion Mitigation Air Quality project, the Traffic Management Center Upgrade, Phase 4 project, which has an estimated total project cost of \$5,466,970.00 of which the estimated local government participation amount is estimated at \$415,590.00 plus any cost overruns. Further, that the City Manager, or designee, is authorized to sign all documents, agreement amendments, and perform all actions required to carry out the obligations of the City under this agreement.

APPROVED this 19th day of August 2025.

CITY OF EL PASO:

ATTEST:

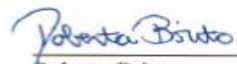


Laura D. Prine
Laura D. Prine
City Clerk



Renata U. Johnson
Mayor

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Joaquin Rodriguez, Director-Grant Funded Programs
Capital Improvement

HQ 5413 | Tran # 616019 | CID
AFA Resolution
RAB

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District #	24-ELP	Code Chart 64#	13400		
Project Name	Traffic Management Center Upgrade, Phase 5			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Congestion Mitigation Air Quality Project
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of El Paso**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116752** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **traffic management center upgrade**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **08/19/2025**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

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NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	Local Government*	Utilities	Article 8
2.	Local Government*	Environmental Assessment and Mitigation	Article 9
3.	Local Government*	Architectural and Engineering Services	Article 11
4.	Local Government	Construction Responsibilities	Article 12
5.	Local Government*	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of construction work to upgrade the City of El Paso's traffic management center and traffic signal controller equipment, Phase 5. This will include implementing the latest technology used to control and communicate with traffic signal lights, emergency preemption and mass transit priority. Construction will take place at various locations citywide as shown on Attachment A

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project

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successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State’s written notification of additional funds being due.

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- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a

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subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

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8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals.

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For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

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13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real

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property acquired before execution of this Agreement and the obligation of federal spending authority.

- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate

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of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of El Paso ATTN: CID Director of Grant Funded Programs P.O. Box 1890 El Paso, Texas 79950-1890	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

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20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or

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national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 - 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

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- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for

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participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

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- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

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32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE LOCAL GOVERNMENT**THE CITY OF EL PASO**

Signed by:

 Signature 5AA138297A09462...

 Dionne Mack

 Typed or Printed Name

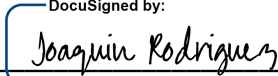
 City Manager

 Typed or Printed Title

 9/8/2025

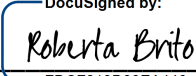
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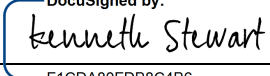
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THE STATE OF TEXAS

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 Signature F1CDA80FDB8C4B6...

 Kenneth Stewart

 Typed or Printed Name

 Director, Contract Services

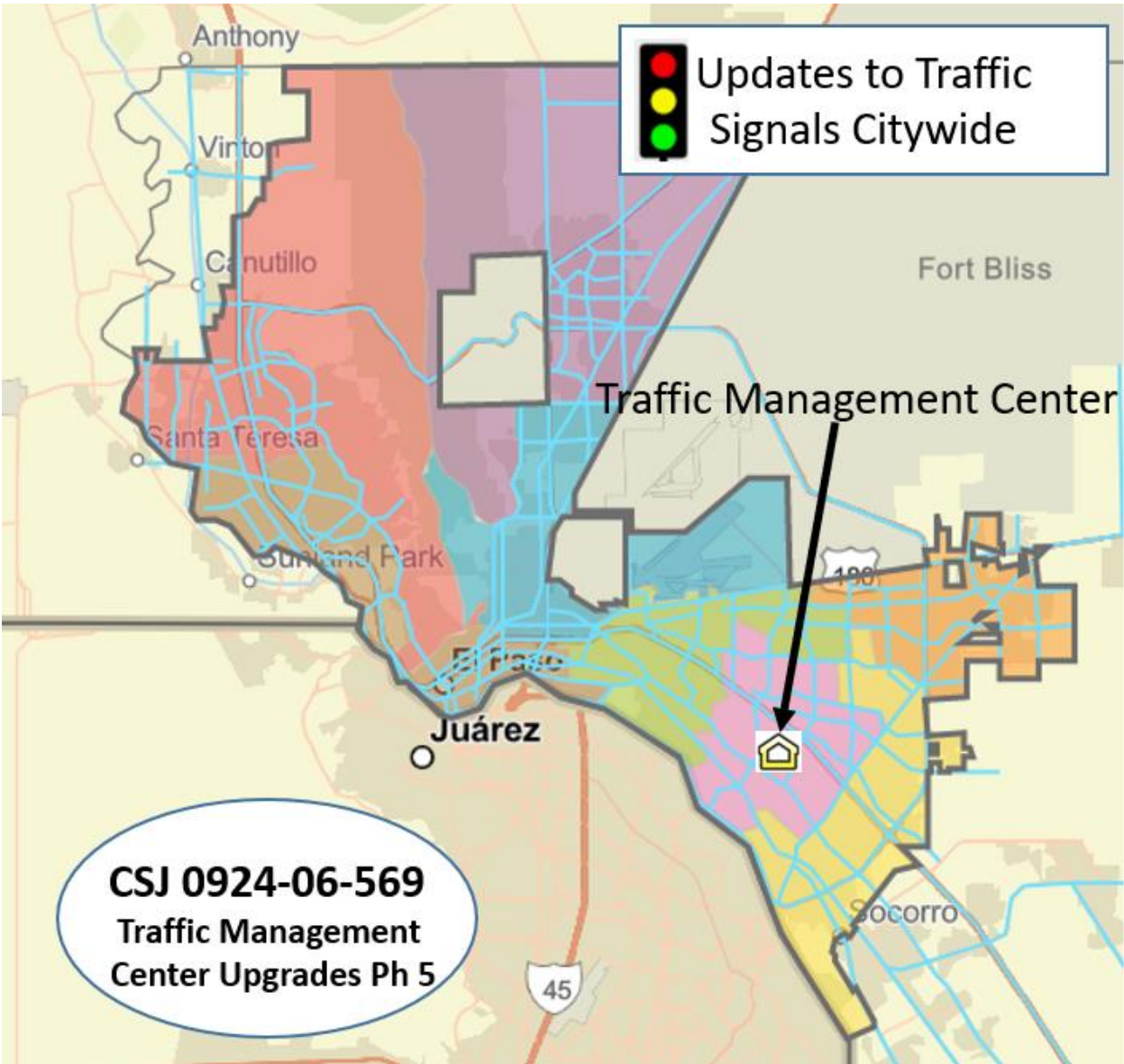
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 9/9/2025

 Date

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ATTACHMENT A
LOCATION MAP SHOWING PROJECT



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PROJECT SITE LOCATIONS

ID	Intersection Name	Phase	Latitude	Longitude
1	PAISANO & COLES	Phase 5	31.76035809	-106.470306
16	SANTA FE & MONTESTRUC	Phase 5	31.75048603	-106.4877746
19	SEVENTH & STANTON	Phase 5	31.75143008	-106.4835696
20	FATHER RAHM & STANTON	Phase 5	31.75318269	-106.4841069
21	PAISANO & St. VRAIN	Phase 5	31.75759159	-106.4791264
22	PAISANO & OCHOA	Phase 5	31.75680204	-106.4808382
23	PAISANO & CAMPBELL	Phase 5	31.75627125	-106.4828913
24	PAISANO & KANSAS	Phase 5	31.75589255	-106.4841086
25	PAISANO & STANTON	Phase 5	31.75575934	-106.4848656
26	PAISANO & MESA	Phase 5	31.75547613	-106.4859371
27	PAISANO & OREGON	Phase 5	31.75524412	-106.4870039
28	PAISANO & EL PASO	Phase 5	31.75495955	-106.4882264
29	PAISANO & SANTA FE	Phase 5	31.75480405	-106.4890772
31	OREGON & FOURTH	Phase 5	31.75352453	-106.4867129
32	OVERLAND & SANTA FE	Phase 5	31.75640495	-106.4895919
33	SAN ANTONIO & SANTA FE	Phase 5	31.75715913	-106.4898274
34	SAN ANTONIO & DURANGO	Phase 5	31.75637699	-106.4931165
36	SAN FRANCISCO & SANTAFE	Phase 5	31.75805127	-106.4904507
37	MAIN & SANTA FE	Phase 5	31.7586374	-106.490849
38	SANTA FE & FOURTH	Phase 5	31.7531111	-106.4885474
39	EL PASO & FOURTH	Phase 5	31.75329839	-106.487746
40	MILLS & MESA	Phase 5	31.75951465	-106.4876922
41	OVERLAND & CAMPBELL	Phase 5	31.75797438	-106.4836336
42	OVERLAND & KANSAS	Phase 5	31.75775702	-106.4846983
43	OVERLAND & STANTON	Phase 5	31.75756198	-106.4855032
44	OVERLAND & MESA	Phase 5	31.75730092	-106.4867503
45	OVERLAND & OREGON	Phase 5	31.75710661	-106.487578
46	OVERLAND & EL PASO	Phase 5	31.75658436	-106.4888013
47	SAN ANTONIO & CAMPBELL	Phase 5	31.75918008	-106.4836504
48	SAN ANTONIO & KANSAS	Phase 5	31.7587573	-106.485027
49	MYRTLE & CAMPBELL	Phase 5	31.75962668	-106.4839936
50	MYRTLE & KANSAS	Phase 5	31.75914112	-106.484844
51	SAN ANTONIO & STANTON	Phase 5	31.75859211	-106.4858218
52	SAN ANTONIO & MESA	Phase 5	31.75829873	-106.4870129
53	SAN ANTONIO & OREGON	Phase 5	31.75814436	-106.4879263
54	TEXAS & OREGON	Phase 5	31.75831111	-106.4880506
56	MILLS & OREGON	Phase 5	31.75907183	-106.4884327
58	TEXAS & CAMPBELL	Phase 5	31.76048489	-106.4848006
59	TEXAS & KANSAS	Phase 5	31.75995706	-106.4856581
60	TEXAS & STANTON	Phase 5	31.75952638	-106.4862723
61	TEXAS & MESA	Phase 5	31.75896445	-106.4872076
62	MILLS & CAMPBELL	Phase 5	31.76105852	-106.4852906

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ID	Intersection Name	Phase	Latitude	Longitude
63	MILLS & KANSAS	Phase 5	31.76051665	-106.4861001
64	MILLS & STANTON	Phase 5	31.76012009	-106.4868039
68	MAIN & CAMPBELL	Phase 5	31.76178319	-106.4859533
69	MAIN & KANSAS	Phase 5	31.76126873	-106.4868279
70	MAIN & STANTON	Phase 5	31.76096963	-106.4875629
71	MAIN & MESA	Phase 5	31.76026081	-106.4886314
72	MAIN & OREGON	Phase 5	31.75987504	-106.4892481
75	FRANKLIN & CAMPBELL	Phase 5	31.762584	-106.4866209
76	FRANKLIN & KANSAS	Phase 5	31.76197386	-106.4874417
77	FRANKLIN & STANTON	Phase 5	31.76156096	-106.4883983
78	FRANKLIN & MESA	Phase 5	31.76087896	-106.4891589
79	FRANKLIN & OREGON	Phase 5	31.76048036	-106.4897708
81	FRANKLIN & SANTA FE	Phase 5	31.75962125	-106.4914401
82	MISSOURI & CAMPBELL	Phase 5	31.76351348	-106.4871851
83	MISSOURI & KANSAS	Phase 5	31.76281031	-106.4882378
84	MISSOURI & STANTON	Phase 5	31.76214946	-106.4888832
85	MISSOURI & MESA	Phase 5	31.76160999	-106.4897852
86	MISSOURI & OREGON	Phase 5	31.76133678	-106.4905293
88	MISSOURI & SANTA FE	Phase 5	31.76009439	-106.492087
91	WYOMING & KANSAS	Phase 5	31.76334419	-106.4886147
92	WYOMING & STANTON	Phase 5	31.76287336	-106.4895075
93	WYOMING & MESA	Phase 5	31.76247452	-106.490187
94	WYOMING & OREGON	Phase 5	31.76188672	-106.4910487
95	WYOMING & EL PASO	Phase 5	31.76136187	-106.4918908
96	WYOMING & SANTA FE	Phase 5	31.76086497	-106.4927468
97	YANDELL & CAMPBELL	Phase 5	31.76483981	-106.488474
98	YANDELL & KANSAS	Phase 5	31.76414466	-106.489357
99	YANDELL & STANTON	Phase 5	31.76374619	-106.4899751
100	YANDELL & MESA	Phase 5	31.76304214	-106.4910478
102	YANDELL & EL PASO	Phase 5	31.76212439	-106.4925002
103	YANDELL & SANTA FE	Phase 5	31.76168353	-106.4935153
104	NORTHWESTERN & LP375	Phase 5	31.90819157	-106.5760124
105	RESLER & LP375	Phase 5	31.90738787	-106.5664777
106	PLEXXAR & LP375	Phase 5	31.9058633	-106.558247
107	PASEO DEL NORTE & LP375	Phase 5	31.90506313	-106.5499581
108	MONTANA & VIRGINIA	Phase 5	31.76705713	-106.4866148
109	MONTANA & CAMPBELL	Phase 5	31.76539849	-106.4891569
110	MONTANA & KANSAS	Phase 5	31.76486094	-106.4900133
111	MONTANA & STANTON	Phase 5	31.76433038	-106.4908629
112	MONTANA & MESA	Phase 5	31.76378097	-106.4917157
114	RIO GRANDE & CAMPBELL	Phase 5	31.76614519	-106.4898028
115	RIO GRANDE & KANSAS	Phase 5	31.7657307	-106.4904194

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-568	AFA ID	Z00011942	CFDA No.	20.205
AFA CSJs	0924-06-569			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name		Traffic Management Center Upgrade, Phase 5		AFA Not Used For Research & Development	

ID	Intersection Name	Phase	Latitude	Longitude
116	RIO GRANDE & STANTON	Phase 5	31.7650559	-106.4914847
117	RIO GRANDE & MESA	Phase 5	31.76463231	-106.492136
118	STANTON & CALIFORNIA - HAWK	Phase 5	31.76748377	-106.4933139
119	ARIZONA & CAMPBELL	Phase 5	31.76694637	-106.4902557
120	ARIZONA & KANSAS	Phase 5	31.76644858	-106.4912974
121	ARIZONA & STANTON	Phase 5	31.76596101	-106.4920671
122	ARIZONA & MESA	Phase 5	31.76528758	-106.492947
124	SUNLAND PARK & EMORY	Phase 5	31.81165491	-106.5593466
128	EXECUTIVE & LP375	Phase 5	31.79170816	-106.5211605
139	MESA & VIN GRANADA	Phase 5	31.81310654	-106.5131483
141	MESA & MESITA	Phase 5	31.78562025	-106.5065045
142	MESA & BRENTWOOD	Phase 5	31.79261155	-106.5081315
143	MESA & EXECUTIVE	Phase 5	31.79541188	-106.5113753
144	EXECUTIVE & RIO BRAVO	Phase 5	31.79547161	-106.5165738
145	EXECUTIVE & GW E/W	Phase 5	31.7935085	-106.5189036
146	PAISANO & EXECUTIVE	Phase 5	31.78804973	-106.525791
148	MESA & CASTELLANO	Phase 5	31.80689698	-106.5091361
149	MESA & ARGONAUT	Phase 5	31.80881654	-106.5104434
150	MESA & FESTIVAL	Phase 5	31.81789859	-106.5158167
151	PAISANO & DONIPHAN	Phase 5	31.79368652	-106.5315098
152	MESA & MESA HILLS	Phase 5	31.82483086	-106.5230011
153	MESA & MONTECILLO	Phase 5	31.81103313	-106.5121019
154	MESA & CRESTMONT	Phase 5	31.82689864	-106.5259344
155	DONIPHAN & FRONTERA	Phase 5	31.81815552	-106.5627963
156	DONIPHAN & SUNLAND PK	Phase 5	31.81260899	-106.5576272
157	DONIPHAN & RACETRACK NORTH	Phase 5	31.80832455	-106.5504009
158	SUNLAND & CONSTITU	Phase 5	31.81368657	-106.5537332
159	GWEW & SUNLAND PK	Phase 5	31.81475772	-106.549985
160	MALL & SUNLAND PK	Phase 5	31.81856155	-106.5450452
161	MESA HILLS & SUNLAND PK	Phase 5	31.81886222	-106.543573
162	MESA HILLS & CROMO	Phase 5	31.81596955	-106.5385197
163	MESA HILLS & WALLENBERG	Phase 5	31.81774616	-106.5329988
164	CROMO & SUNLAND PARK	Phase 5	31.82001248	-106.5411926
165	CHERMONT & SUNLAND PARK	Phase 5	31.82138168	-106.5389603
166	CRESTMONT & SUNLAND PARK	Phase 5	31.82333442	-106.5362679
167	DONIPHAN & RACETRACK SOUTH	Phase 5	31.80449661	-106.5420059
168	MESA & SUNLAND PARK	Phase 5	31.82894	-106.5276951
169	SHADOW MT & PEBBLE BEACH	Phase 5	31.83179405	-106.5259516
170	SHADOW MT & CAPROCK	Phase 5	31.83407364	-106.5262799
171	SHADOW MT & THUNDERBIRD	Phase 5	31.83823901	-106.5262968
172	SHADOW MT & SILVER SPRINGS	Phase 5	31.83712228	-106.525544
173	N STANTON & BOSTON	Phase 5	31.77604	-106.500999

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ID	Intersection Name	Phase	Latitude	Longitude
177	RESLER & DESERT PASS	Phase 5	31.82844433	-106.5552557
178	MESA & CHAMPION	Phase 5	31.83471208	-106.5469164
179	MESA & BALBOA	Phase 5	31.83071585	-106.5309477
180	RESLER & EL CAJON	Phase 5	31.83177534	-106.551898
181	MESA & RESLER	Phase 5	31.83548763	-106.5503511
182	MESA & PITT	Phase 5	31.83510179	-106.5484946
183	RESLER & CLOUDVIEW	Phase 5	31.83724227	-106.5502598
184	RESLER & ALTO REY	Phase 5	31.83892939	-106.5490665
185	MESA & THUNDERBIRD	Phase 5	31.83174885	-106.5321929
186	RESLER & ESCONDIDO	Phase 5	31.84406182	-106.5495503
187	RESLER & ORIZABA	Phase 5	31.84767909	-106.5523962
188	RESLER & BELVIDERE	Phase 5	31.85180789	-106.5550205
189	MESA & CAMILLE	Phase 5	31.83315219	-106.5369476
191	RESLER & REDD	Phase 5	31.85957283	-106.5581186
192	MESA & ALTO MESA	Phase 5	31.83388069	-106.5423572
193	MESA & BELVIDERE	Phase 5	31.83716837	-106.5575963
195	MESA & REMCON	Phase 5	31.83767004	-106.5617738
196	MESA & BARTLETT	Phase 5	31.83897864	-106.5671971
197	MESA & DESERT NS	Phase 5	31.83933158	-106.5703492
198	OSBOURNE & MESA	Phase 5	31.83985123	-106.5734529
199	CROSSROADS & MESA	Phase 5	31.84071395	-106.576381
200	DONIPHAN & MESA	Phase 5	31.84122566	-106.5797543
203	C. CLUB & MONTOYA	Phase 5	31.8448728	-106.5984499
204	C. CLUB & WESTSIDE	Phase 5	31.84682198	-106.6144032
205	DONIPHAN & SUNSET	Phase 5	31.83540333	-106.576041
206	RESLER & NORTHERN PASS	Phase 5	31.88990234	-106.5728081
207	DONIPHAN & LINDBERG	Phase 5	31.84850638	-106.5827636
208	DONIPHAN & THORN	Phase 5	31.85015486	-106.5833617
209	DONIPHAN & MULBERRY	Phase 5	31.85399228	-106.5848612
210	DONIPHAN & REDD	Phase 5	31.86013526	-106.5869041
211	TALBOT & SP16	Phase 5	31.90743169	-106.587072
212	DONIPHAN & MONTOYA	Phase 5	31.87254762	-106.591991
213	DONIPHAN & ARTCRAFT	Phase 5	31.87912836	-106.594104
214	DONIPHAN & BORDERLAND	Phase 5	31.88603689	-106.5968552
215	TALBOT & MALL ENTRANCE	Phase 5	31.90820349	-106.5884439
216	ISELA RUBALCAVA & SP16	Phase 5	31.89790316	-106.5936633
217	TRANSMOUNTAIN & DESERT	Phase 5	31.90827942	-106.5836624
218	DONIPHAN & SP16	Phase 5	31.89245731	-106.597487
219	ARTCRAFT & DESERT N/S	Phase 5	31.88308017	-106.5827385
220	THORN & DESERT N/S	Phase 5	31.85244006	-106.5753454
221	THORN & SOUTHWESTERN	Phase 5	31.85351543	-106.5710847
222	RESLER & PASEO DEL NORTE	Phase 5	31.88547747	-106.5720977

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Project Name		Traffic Management Center Upgrade, Phase 5		AFA Not Used For Research & Development	

ID	Intersection Name	Phase	Latitude	Longitude
223	PASEODELNORTE & NORTHWESTERN	Phase 5	31.88431185	-106.5760067
224	ARTCRAFT & UPPER VALLEY	Phase 5	31.87949759	-106.6109047
225	ARTCRAFT & WESTSIDE	Phase 5	31.87883764	-106.6258007
226	REDD & DESERT N/S	Phase 5	31.86344453	-106.5771155
227	REDD & SOUTHWESTERN	Phase 5	31.86381203	-106.5741296
228	REDD & THORN	Phase 5	31.86013232	-106.5640724
229	REDD & WESTWIND	Phase 5	31.86192983	-106.5496209
230	RESLER & HIGHRIDGE	Phase 5	31.86706891	-106.5573079
668	RESLER & NARDO GOODMAN	Phase 5	31.87527032	-106.5609563
691	BELVIDERE & WESTWIND	Phase 5	31.85222912	-106.5419188
692	ESCONDIDO & WESTWIND	Phase 5	31.84334536	-106.5356682
693	WESTWIND & OJO DE AGUA	Phase 5	31.86079101	-106.5482289
694	REDD & HIGH RIDGE	Phase 5	31.86860512	-106.5487036
695	RESLER & HELEN OF TROY	Phase 5	31.8792	-106.5693044
696	REDD & BEAR RIDGE	Phase 5	31.87522507	-106.548674
698	NORTHWESTERN & HELEN OF TROY	Phase 5	31.87594051	-106.5742224
702	STANTON & MCKELLIGON	Phase 5	31.78398436	-106.5024825
709	SPUR 1966 & LP375	Phase 5	31.76297219	-106.5066911
711	MESA & BOSTON - HAWK	Phase 5	31.77624939	-106.5023026
712	MESA & CLIFF - HAWK	Phase 5	31.76829039	-106.4952677

This Attachment lists a total of One Hundred and Eighty-eight (188) sites

Location of sites may change under this contract, but the number of sites will stay approximately 188. All sites will be located within the City of El Paso

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District #	24-ELP	Code Chart 64#	13400		
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ATTACHMENT B PROJECT BUDGET

Costs will be allocated based on 80% Federal funding, 12% State funding, and 8% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of cost overruns.

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Construction (by Local Government)	\$6,294,000	80%	\$5,035,200	0%	12%	\$755,280	20%	8%	\$503,520
Subtotal	\$6,294,000		\$5,035,200			\$755,280			\$503,520
Environmental Direct State Costs	\$3,147	80%	\$2,518	0%	12%	\$377	20%	8%	\$252
Engineering Direct State Costs	\$3,934	80%	\$3,147	0%	12%	\$472	20%	8%	\$315
Right of Way Direct State Costs	\$787	80%	\$630	0%	0%	\$0	20%	20%	\$157
Utility Direct State Costs	\$787	80%	\$630	0%	0%	\$0	20%	20%	\$157
Construction Direct State Costs	\$7,081	80%	\$5,665	0%	12%	\$850	20%	8%	\$566
Subtotal	\$6,309,736		\$5,047,790			\$756,979			\$504,967
Indirect State Costs (5.29%)	\$332,953	0%	\$0	100%	100%	\$332,953	0%	0%	\$0
TOTAL	\$6,642,689		\$5,047,790			\$1,089,932			\$504,967

Initial payment by the Local Government to the State: \$881.00.

Payment by the Local Government to the State before construction: \$566.00.

Estimated total payment by the Local Government to the State: \$1,447.00.

This is an estimate. The final amount of Local Government participation will be based on actual costs.

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District #	24-ELP	Code Chart 64#	13400		
Project Name	Traffic Management Center Upgrade, Phase 5			AFA Not Used For Research & Development	

ATTACHMENT C **RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER**

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for a Congestion Mitigation Air Quality project, the Traffic Management Center Upgrade, Phase 5 project, which has an estimated total project cost of \$6,642,689.00 of which the estimated local government participation amount is estimated at \$504,967.00 plus any cost overruns. Further, that the City Manager, or designee, is authorized to sign all documents, agreement amendments, and perform all actions required to carry out the obligations of the City under this agreement.

APPROVED this 19th day of August 2025.

ATTEST:

Laura D. Prime
 Laura D. Prime
 City Clerk

APPROVED AS TO FORM:

Roberta Brito
 Roberta Brito
 Senior Assistant City Attorney

THE CITY OF EL PASO:

Richard U. Johnson
 Mayor

APPROVED AS TO CONTENT:

Joaquin Rodriguez
 Joaquin Rodriguez, Director- Grant
 Funded Programs
 Capital Improvement Department

HQ 5414 | Tran #616022 | CTD
 AFA for TMC Upgrade Phase 5- Resolution
 RAB