

STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

MANAGEMENT SERVICES AGREEMENT

This Management Services Agreement (this “Agreement”) is entered into pursuant to the Interlocal Cooperation Act (Chapter 791 Texas Government Code) on this \_\_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”) by and between the City of El Paso, a Texas home rule municipal corporation (the “City”) and the Camino Real Regional Mobility Authority a Texas regional mobility authority (the “CRRMA”).

WITNESSETH

**WHEREAS**, the City created the CRRMA by City Council Resolution of March 13, 2007, pursuant to its *Petition of the City of El Paso for Authorization to Form the Camino Real Regional Mobility Authority (the “Petition”)*, in order to directly benefit the State of Texas, the City, and the traveling public through the improvement of the region’s State’s transportation system in and around the region; and

**WHEREAS**, upon its creation, the CRRMA engaged the City to provide initial management services and other assistance to the CRRMA, including by way of example, the provision of an Executive Director, office space, IT, and communications services; and

**WHEREAS**, the provision of such management and other services permitted the CRRMA to rely on the resources of the City, thereby allowing for the CRRMA to immediately focus on the improvement of the region’s transportation system through the development of major transportation projects, rather than devoting time, effort, and resources to administrative, management, and associated activities normally required of newly created agencies; and

**WHEREAS**, the CRRMA Board of Directors regularly adopts the CRRMA’s Investment Policy in support of the City’s continued management and investment of CRRMA funds as the Fiscal Agent to the CRRMA; the CRRMA’s Investment Policy consists of a CRRMA Board Resolution that includes the City’s then-current Investment Policy as an exhibit and includes several additional provisions within the CRRMA Board Resolution. The City will follow the CRRMA Investment Policy for the investment of any CRRMA funds managed by the City. ; the provisions of the City’s Investment Policy apply to those funds being managed by the City, while the additional provisions included in CRRMA Board Resolution apply to those CRRMA funds being managed by others in support of the City’s continued management and investment of CRRMA funds as the fiscal Fiscal agent Agent to the CRRMA; and

**WHEREAS**, the City and the CRRMA recognize the benefit of the CRRMA’s focus on transportation projects in the region, as opposed to administrative and management activities, and therefore desire to continue the City’s provision of management and other services to the CRRMA that will allow for the continued effective and efficient operation of the CRRMA, which benefits both parties and the region’s transportation system; and

**WHEREAS**, the Interlocal Cooperation Act authorizes a local government to contract with another local government to perform governmental functions and services; and

**WHEREAS**, the City and the CRRMA are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act.

**NOW, THEREFORE**, in consideration of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

## **SECTION I. TERM.**

This Agreement commences on the Effective Date and shall remain in full force and effect thereafter for a period of ~~ten (10)~~five (5) years.

## **SECTION II. SCOPE OF SERVICES.**

The City shall provide the CRRMA with the services and resources enumerated below, which shall be referred to collectively herein as the “Services”.

- A. Management Services. The City hereby agrees to provide management services to the CRRMA which shall consist of up to three (3)~~two (2)~~ City employees that shall provide services solely to the CRRMA in the form of an Executive Director (“ED”), ~~and~~ a Director of Finance (“DF”), ~~and a Director of Engineering (“DE”).~~ The CRRMA previously selected its ED and DF, both of which shall continue to serve at the sole expense and pleasure of the CRRMA. The CRRMA anticipates the selection of its DE within the term of this Agreement and such DE shall serve at the sole expense and pleasure of the CRRMA. The City shall maintain employment agreements with the ED, ~~and~~ DF, ~~and~~ DE, whereby the terms and conditions of employment shall be ~~more fully described, in accordance with and subject to the approval of~~ developed and approved by the CRRMA. The City Manager of the City (the “City Manager”) ~~executed the current employment agreements and~~ is authorized to execute any new employment agreements, amendments, and/or extensions approved by and behalf of the CRRMA. Said employment agreements shall require that the removal or termination of the ED, ~~or~~ DF, ~~or~~ DE by the City shall require the prior written consent and approval of the CRRMA. The City agrees that the ED, ~~and~~ DF, ~~and~~ DE shall devote their entire productive time, ability, attention, and energies to the business of the CRRMA during the term of their respective employment agreements.
- B. Office Resources and Support. The City shall continue to provide the CRRMA with office space, resources, and support for the ED, DF and Senior Accountant referenced below. The City shall also provide office space, resources, and support for the DE, upon execution of an

employment agreement. The City shall provide sufficient and suitable office space, with CRRMA preferable preference of being in either City 1, City 2 or City 3 Buildings, in either City 1, City 2 or City 3 Buildings including parking for the ED, DF, and DE; as well as reasonable and customary office supplies. The City shall provide IT services; including, but not limited to, the use of computers, printers, internet access, email addresses, and related support for the CRRMA. The City shall provide communication services, including landlines for telephones, as well as smartphones for use away from the office. The City shall provide meeting spaces within City buildings, including access to meeting rooms and continued video and/or audio recording, online streaming, and electronic storage of CRRMA Board and Committee meetings. In addition, the City, at its sole discretion, shall permit use of the City Council Chambers and Executive Session meeting space for use by the CRRMA Board of Directors not more than once per month. The commitment to use Council Chambers ensures compliance with the Petition, as it relates to the City's "Petitioner's Intent" statement regarding transparency in deliberations through the televising of meetings; provided, however, that aA. Any such use shall only be permitted when not in conflict with use by the City Council or other City use. The City shall provide parking for the CRRMA Board, ED, and DF, and DE and Senior Accountant referenced below during CRRMA meetings hosted at a City fFacility, as contemplated above.

- C. Fiscal Agent Services. The City shall continue to serve as the Fiscal Agent to the CRRMA for all funds held by the City hold CRRMA funds on behalf of the CRRMA. Notwithstanding anything herein to the contrary, the responsibilities of the City as "Fiscal Agent" are strictly limited to the duties described under ~~this~~ Section II(C), II(D), and II(E). The City shall deposit and hold such funds separately from City funds. ~~Except where the CRRMA has engaged a trustee or agent to manage CRRMA funds, the City shall invest CRRMA funds held by the City in accordance with the City's CRRMA's Investment Policy, as amended. The City is not responsible for monitoring investment portfolio diversification on behalf of CRRMA~~ The City shall deposit all investment proceeds and revenue funds forwarded to the City on behalf of the CRRMA in the referenced separate CRRMA accounts. The City shall serve in a fiduciary capacity in performing the Fiscal Agent services; and shall provide the CRRMA quarterly accounts of funds and investments. ~~Treasury Services to the CRRMA are enumerated within EXHIBIT A to this Agreement, such services cost per hour should be reimbursed to the City based on the Treasury Services Coordinator's total compensation per hour. Compensation includes basic salary plus payroll taxes and fringe benefits. CRRMA must reimburse the City within thirty (30) calendar days of receipt of an invoice.~~ The City shall make all payments to CRRMA vendors, debt service payments of debts incurred by the CRRMA, and shall transfer funds between CRRMA accounts; provided, however, that any such action is expressly authorized in writing by an authorized representative of the CRRMA. The City has no duty to verify the accuracy of a request for a disbursement of funds or other action under this Agreement that has been authorized in writing by an authorized representative of the CRRMA. For purposes of this Agreement, the CRRMA designates its ED, and DF, and DE as the CRRMA's authorized representatives. If the CRRMA wishes to designate an additional person as an authorized representative, then the CRRMA will forward to the City a duly authorized resolution of the CRRMA board confirming such designation of authority.

D. Accounting Services. The City shall provide those accounting services to the CRRMA that are enumerated within EXHIBIT A to this Agreement (the “~~accounting~~ Accounting services Services”). The ~~accounting~~ Accounting services Services shall be provided by a Senior Accountant, as defined by the City’s Job Specification dated July 29, 2012, or a higher position and shall be employed by the City as approved by the DF; such approval shall not be unreasonably withheld. The Senior Accountant shall be a full-time employee, of which one-half third of his or her entire productive working time shall be devoted to CRRMA financial activities. Such accounting services shall be provided by the Senior Accountant ~~within the CRRMA office space, upon the request of the CRRMA,~~ and shall be paid for in equal pro rata parts by the City and CRRMA; ~~provided, however, that the CRRMA’s contribution shall not exceed 45,000 per year. provided, however, that the CRRMA’s contribution shall not exceed \$3540,000 per year.~~ Said CRRMA contribution shall be made as a reimbursement to the City within thirty (30) calendar days of receipt of an invoice. The parties agree to reevaluate the ~~accounting~~ Accounting services Services and CRRMA contribution each year, on or about the anniversary of the Effective Date of this Agreement. Said reevaluation shall be completed in an effort to ensure that the actual level of service from, and work requested of, the Senior Accountant is appropriate with respect to the CRRMA’s contribution.

D.E. Investment Services. ~~Except where the CRRMA has engaged a trustee or agent to manage CRRMA funds, the City shall invest CRRMA funds held by the City in accordance with the City’s CRRMA’s then current Investment Policy, which shall be included as an exhibit to the CRRMA’s then current Investment Policy, provided the CRRMA Investment Policy does not conflict with the City’s Investment Policy and doing so remains legally permissible. Such investing activities shall be completed by the City’s Treasury Services Coordinator; however, the City is not responsible for monitoring investment portfolio diversification on behalf of the CRRMA. Provided the City follows the CRRMA Investment Policy as it pertains to the funds held by the City, Any liquidity issues which may arise will be the sole responsibility of the CRRMA with no recourse to the City nor its Treasury Services Coordinator. -Investment Services to be provided by the City to the CRRMA are enumerated within EXHIBIT A to this Agreement. Such services cost per hour shall be reimbursed to the City based on the Treasury Services Coordinator’s total compensation per hour. Compensation includes basic salary plus payroll, taxes, and fringe benefits. The CRRMA must reimburse the City within thirty (30) calendar days of receipt of an accepted invoice. The parties agree to reevaluate the Investment Services and associated CRRMA reimbursements each year, on or about the anniversary of the Effective Date of this Agreement. Said reevaluation shall be completed in an effort to ensure that the actual level of service from, and work requested of, the Treasury Services Coordinator is appropriate with respect to the CRRMA’s payments for the same. The CRRMA shall retain the right to direct the City to cease investment activities at any time, resulting in the cessation of associated investment fees hours of service enumerated within EXHIBIT A.~~

F. Special Services. Should alternate or additional services outside the Services identified within this Section II (the “Special Services”) be requested of the City by the CRRMA, said Special Services shall automatically become a part of this Agreement upon acceptance and funding by the CRRMA and approval of the City Manager.

G. Points of Contact. For purposes of implementing the referenced Services, the following positions shall serve as points of contact for each party through the term of this Agreement:

<u>CITY:</u>	<u>CRRMA:</u>
<u>E. _____</u>	<u>Deputy CFO / Comptroller _____</u>
<u>Director</u>	<u>Executive</u>

**SECTION III  
PERFORMANCE OF SERVICES.**

Notwithstanding anything to the contrary, the parties agree that the City shall perform all Services in accordance with City policies and procedures. The CRRMA agrees that the City may refuse to perform a Service under this Agreement if such Service requested does not comply with the City's policies and procedures or with federal or state law. Notwithstanding anything to the contrary, the CRRMA agrees that the City is not responsible for any loss of revenue arising out of the Services provided by the City under this Agreement; provided, however, that any such loss arises from actions or omissions of the City that were made in compliance with City policies and procedures.

**SECTION IV.  
PERSONNEL CHANGES.**

In the event of a change in the ED during the term of this Agreement, the CRRMA Board shall solely be responsible for the selection of any such subsequent ED. The CRRMA shall also define and be responsible for the compensation due to any new ED. The ED shall be solely responsible for the selection of and defining of compensation due to the DF and DE.

**SECTION V.  
OWNERSHIP.**

All files, documents, and other materials generated, manipulated, or received by the ED, DF, DE, or others on behalf of the CRRMA shall remain at all times the property of the CRRMA. The data stored in the City's computers and related database(s) shall also remain the property of the CRRMA. Open Records requests related to such files, documents and other materials shall be handled entirely-solely by the CRRMA.

**SECTION VI.  
REVENUES.**

Any and all gross receipts, grants, revenues, and other funds derived from the activities of the ED, DF, DE, or others on behalf of the CRRMA shall be the property of the CRRMA.

**SECTION VII.  
EMPLOYER STATUS.**

The City will be the employer and assume the employment of the ED, DF, DE, and Senior Accountant; provided, however, that the CRRMA shall be responsible for full reimbursement of the City for all compensation provided to the ED, ~~and the DF, DE~~, and a portion of the salary expenses of the Senior Accountant as previously enumerated.

**SECTION VIII.  
LEGAL COUNSEL.**

Subject to the provisions of Section II above, it shall be the responsibility of the CRRMA to handle all legal matters of the CRRMA and shall provide all legal counsel for the benefit of the CRRMA. Subject to the preceding, neither the City nor the ED shall be required to provide any legal services to the CRRMA.

**SECTION IX.  
TERMINATION.**

This Agreement may be terminated as follows:

- A. upon the mutual consent of the parties and through written instrument duly executed on behalf of the City and the CRRMA.
- B. by either party for any reason. The City shall provide the CRRMA a 365 calendar day notice before terminating the Agreement under this provision. The CRRMA shall provide the City a 30 calendar day notice before terminating the Agreement under this provision.

**SECTION X.  
AMENDMENT.**

This Agreement may be amended by mutual consent of the parties. Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of the City and the CRRMA.

**SECTION XI.  
LEGAL CONSTRUCTION.**

Every provision of this Agreement is severable, and if any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement. Where the context of the Agreement requires, the singular shall include the plural and the masculine gender shall include feminine.

**SECTION XII.  
NOTICES.**

Any notices required under this Agreement shall be sufficient if provided by hand delivery with written confirmation of receipt or if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the parties at the following addresses:

<del>_____</del> <b>THE CITY:</b>	<del>_____</del> <b>CRRMA:</b>
City of El Paso	Camino Real Regional Mobility Authority
El Paso, Texas 79901	Attention: City Manager
801 Texas Avenue	
_____ 300 N. Campbell	_____ El Paso, Texas 79901
Attention: City Manager	El Paso, Texas 7990
_____ Attention: Executive Director †	

<del>_____</del> <b>THE CITY:</b>	<del>_____</del> Camino Real Regional Mobility Authority
<del>_____</del> Attention: Executive Director	
<del>_____</del> 801 Texas Avenue	
<del>_____</del> El Paso, Texas 79901	

**SECTION XIII.  
PAYMENT FOR SERVICES.**

Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

**SECTION XIV.  
NO JOINT ENTERPRISE OR OTHER RELATIONSHIP.**

This Agreement is not intended, and shall not be construed, to create any joint enterprise between or among the parties. No legal relationship is intended to be created by this Agreement, to include but not limited to employer-employee or principal-agent.

**SECTION XV.  
SOVEREIGN IMMUNITY ACKNOWLEDGED AND RETAINED.**

The parties expressly acknowledge and agree that no provision of this Agreement is in any way intended to constitute a waiver by any party of any immunities from suit or liability that a party may have by operation of law. Both parties retain all governmental immunities.

**SECTION XVI.  
NO PERSONAL LIABILITY.**

Nothing in this Agreement is construed as creating any personal liability on the part of any employee, officer, or agent of any of the parties to this Agreement.

**SECTION XVII.  
NO THIRD PARTY BENEFICIARIES.**

This Agreement is entered solely by and between, and may be enforced only by and among, the parties to this Agreement. This Agreement does not create any rights in or obligations to any third parties.

**SECTION XVIII.  
VENUE AND APPLICABLE LAW.**

The sole venue for any action or dispute under this Agreement shall be in a court of appropriate jurisdiction in El Paso County, Texas. Texas law shall govern any dispute or interpretation of this Agreement.

**SECTION XIX.  
GOVERNMENTAL FUNCTION.**

The parties expressly agree that, in all things relating to this Agreement, the parties enter into this Agreement for the purpose of performing governmental functions and are performing governmental functions, as defined by the Texas Tort Claims Act. The parties further expressly



agree that every act or omission of each party, which in any way pertains to or arises out of this Agreement, falls within the definition of governmental function.

**SECTION XX.  
EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES.**

Independent, and severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, neither party shall be liable to the other party (nor to any person claiming rights derived from such party's rights) for incidental, consequential, special, punitive, or exemplary damages of any kind – including lost profits, loss of business, and further including, mental anguish, emotional distress and attorneys fees – as a result of breach of any term of this Agreement, regardless of whether the party was advised, had other reason to know, or in fact knew of the possibility thereof, except as expressly provided herein. Neither party hereto shall be liable to the other party or any third party by reason of any inaccuracy, incompleteness, or obsolescence of any information provided or maintained by the other party regardless of whether the party receiving said information from the other party was advised, had other reason to know, or in fact knew thereof.

**SECTION XXI.  
NO INDEMNIFICATION.**

The parties expressly agree that, except as provided herein, neither party shall have the right to seek indemnification or contribution from the other party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or in part, from this Agreement.

**SECTION XXII.  
SECTION HEADINGS.**

The paragraph or section headings contained in this Agreement are for reference purposes only and shall not in any way control the meaning or interpretation of this Agreement.

**SECTION XXIII.  
ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement between the parties hereto. The parties agree and acknowledge that there exists no other written or oral understanding, agreements or assurances with respect to such matters except as are set forth herein. Unless expressly stated, this Agreement confers no rights on any person(s) or business entity(s) that is not a party hereto. This Agreement

shall not be construed against or unfavorably to any party because of such party's involvement in the preparation or drafting of this Agreement.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

~~(Signatures on the following page)~~

IN WITNESS WHEREOF, the parties have approved as of the date first noted above.

**CITY OF EL PASO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Tomás ~~\_\_\_\_\_~~ Dionne Mack ~~González~~  
City Manager

**APPROVED AS TO FORM:**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Juan S. Gonzalez  
\_\_\_\_\_  
Senior Assistant City Attorney  
\_\_\_\_\_  
Public Works and Transportation

Margarita Marin  
\_\_\_\_\_  
Deputy Chief Financial Officer / Comptroller

**CAMINO REAL  
REGIONAL MOBILITY AUTHORITY**

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Raymond L. Telles  
Executive Director

**EXHIBIT A**  
**ACCOUNTANT SERVICES TO BE PROVIDED BY THE CITY**

**ACCOUNTING SERVICES**

<b>Task</b>	<b>Estimated Time</b>
Account and fund analysis and reconciliations of subsidiary ledgers to GL	<del>510</del> hrs
Bank Reconciliations (all banks)	<del>510</del> hrs
Journal entries to record revenues (all bank accounts)	<del>1026</del> hrs
Journal entries to record expenses and transfers (all projects, operations)	10 hrs
Vouchers	<del>124</del> hrs
Financial Statements	5 hrs
Debt service payments	0.5 hrs
Treasury related	<del>21.5</del> hrs
Research on accounting activity, project activity and budget issues	<del>510</del> hrs
Following up with emails and phone communication	3 hrs
<b>Total Estimated Time (per month)</b>	<b><u>57.580</u> hrs</b>

**TREASURY INVESTMENT SERVICES**

<b>Task</b>	<b>Estimated Time</b>
Investing CRRMA Funds (1 hour/week) <del>ly</del>	<del>52</del> hrs
Investment Report Review (3 hours/quarter) <del>4 Qtrs</del>	<del>12</del> hrs
<b>Total Treasury Services Estimated Time (per year annually)</b>	<b><u>64</u> hrs</b>

[END OF EXHIBIT]