

FIRST AMENDMENT

INTERLOCAL AGREEMENT

**PROJECT DEVELOPMENT AGREEMENT FOR THE
DILLEY, DELAKE, & TRANSIT CENTER PROJECT**

THIS FIRST AMENDMENT (the Amendment) is made and entered into effective as of the last date noted below, by and between the TOWN OF HORIZON CITY, TEXAS (the Town) and the CAMINO REAL REGIONAL MOBILITY AUTHORITY (the Authority), (collectively, the Parties), for the purposes described herein.

WITNESSETH:

WHEREAS, the Town and the Authority executed an Interlocal Agreement – Project Development Agreement for the Dilley, Delake, & Transit Center Project dated April 8, 2025 (the Interlocal Agreement), which provided the Authority with funds from the Town for the completion of design plans necessary for the Dilley, Delake, & Transit Center Project (the Project); and

WHEREAS, the Parties now desire to amend the Interlocal Agreement to allow for the completion of certain environmental activities as well as the design services necessary for the addition of Cross River Drive and a detention basin to the Project plans.

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

1. Addition of EXHIBIT A-1. The parties hereby agree to add **EXHIBIT A-1** to the Interlocal Agreement, which is attached hereto and incorporated herein for all purposes.

2. Replacement of EXHIBIT C. The parties hereby agree to delete **EXHIBIT C** from the Interlocal Agreement in its entirety and replace it with **EXHIBIT C-1**, which is attached hereto and incorporated herein for all purposes.

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

4. Execution in Counterparts. This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when both Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the Parties have executed and attested this Amendment by their officers thereunto duly authorized.

TOWN OF HORIZON CITY, TEXAS

Andres Renteria, Mayor

Date: _____

ATTEST:

Elvia Schuller
City Clerk

**CAMINO REAL
REGIONAL MOBILITY AUTHORITY**

Joyce A. Wilson, Chair

Date: _____

ATTEST:

Lina Ortega
Board Secretary

EXHIBIT C-1

**DILLEY, DELAKE, AND TRANSIT CENTER PROJECT
PROJECT BUDGET**

DESCRIPTION	TOTAL ESTIMATED COST	AUTHORITY PAYS WITH HUD FUNDS	AUTHORITY PAYS WITH TOWN FUNDS
PLANNING	\$ 0.00	\$ 0.00	\$ 0.00
ROW	\$ 0.00	\$ 0.00	\$ 0.00
UTILITY RELOCATION	\$ 0.00	\$ 0.00	\$ 0.00
PERMITS & SERVICES	\$ 0.00	\$ 0.00	\$ 0.00
ENGINEERING	\$ 2,115,031.45	\$ 1,735,000.00	\$ 380,031.45
CONSTRUCTION	\$ 0.00	\$ 0.00	\$ 0.00
MISCELLANEOUS	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL	\$ 2,115,031.45	\$ 1,735,000.00	\$ 380,031.45

NOTES:

1. The table above identifies anticipated uses by the Authority of available funds by category. However, the Authority is not limited in its use of funds by such categories and is expressly authorized to utilize funds from any category in the development of the Project, as needed; provided the Authority coordinates all such uses with the Town.
2. The Authority shall submit monthly invoices to the Town for design and design oversight services rendered by the Authority and its consultants, which shall be paid by the Town within thirty (30) days of receipt. Submittals shall also include status reports in a form and style agreed upon by the Town.
3. The funding category identified as “Engineering” includes those activities customarily provided in the completion of the design plans requested in this Interlocal Agreement and expressly include design services, design oversight services, and administrative expenses, to include up to 3% for Authority oversight.

[END OF EXHIBIT]