

FIRST AMENDMENT
INTERLOCAL AGREEMENT
PROJECT DEVELOPMENT AGREEMENT FOR THE
RODMAN STREET SHARED USE PATH PROJECT

THIS FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT (the Amendment) is made and entered into effective as of the ____ day of _____, 2025, 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 entered into an Interlocal Agreement – Project Development Agreement for the Rodman Street Shared Use Path Project dated August 29, 2023 (the Interlocal Agreement), which provided the Authority with funds from the Town for the completion of design plans necessary for the Rodman Street Shared Use Path (the Project); and

WHEREAS, the design plans for the Project are nearing completion and the Parties now desire to amend the Interlocal Agreement to allow the Parties to advance to the construction phase of the Project.

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

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

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

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

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

5. Execution in Counterparts. This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered

fully executed as of the date first written above, when both Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

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

TOWN OF HORIZON CITY, TEXAS

Andres Renteria, Mayor

ATTEST:

Elvia Schuller, City Clerk

**CAMINO REAL
REGIONAL MOBILITY AUTHORITY**

Joyce A. Wilson, Chair

ATTEST:

Monica L. Perez
Board Secretary

EXHIBIT A-1

RODMAN STREET SHARED USE PATH PROJECT PROJECT DESCRIPTION

The Project Description originally identified in **EXHIBIT A** of the Interlocal Agreement is hereby supplemented by the provision of those additional services necessary for the Authority to procure and manage the construction of the Project. The Project is more fully defined by the design plans developed by the Parties pursuant to the Interlocal Agreement (the Plans). Such additional services shall include, but not be limited, to those construction, oversight, and management services reasonably anticipated for a construction project similar in size and scope to the Project, as defined by the Plans. All such services shall be provided by the Authority or its consultants and contractors in coordination with the Town but shall be limited by the Project Budget identified in **EXHIBIT C-1** of this Amendment.

[END OF EXHIBIT]

EXHIBIT B-1

RODMAN STREET SHARED USE PATH PROJECT PROJECT RESPONSIBILITIES

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

[END OF EXHIBIT]

EXHIBIT C-1

**RODMAN STREET SHARED USE PATH PROJECT
PROJECT BUDGET**

DESCRIPTION	TOTAL ESTIMATED COST	AUTHORITY PAYS WITH TOWN FUNDS	AUTHORITY PAYS WITH OTHER FUNDS
ROW	\$ 0.00	\$ 0.00	\$ 0.00
UTILITY RELOCATION	\$ 0.00	\$ 0.00	\$ 0.00
PERMITS & SERVICES	\$ 0.00	\$ 0.00	\$ 0.00
ENGINEERING	\$ 265,897.91	\$ 265,897.91	\$ 0.00
CONSTRUCTION	\$ 188,948.60	\$ 188,948.60	\$ 0.00
MISCELLANEOUS	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL	\$ 454,846.51	\$ 454,846.51	\$ 0.00

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 administration, design, design oversight, construction, and construction oversight services rendered by the Authority and its consultants and contractors, 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 categories identified above include those activities customarily provided in the design and construction of a project similar in size and scope to the Rodman Shared Use Path Project and expressly include design services, design oversight services, construction services, construction oversight services, and administrative expenses.

[END OF EXHIBIT]