

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT –  
PROJECT OVERSIGHT AGREEMENT FOR  
VARIOUS VRF TRANSPORTATION PROJECTS**

**THIS FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT** (the “Amendment”) is made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2017, by and between EL PASO COUNTY, TEXAS (the “County”) and the CAMINO REAL REGIONAL MOBILITY AUTHORITY (“Authority”), (collectively, the “Parties”), for the purposes described herein.

**WITNESSETH:**

**WHEREAS**, the County is a political subdivision of the State of Texas; and

**WHEREAS**, the Authority is a regional mobility authority created pursuant to the request of the City of El Paso and operating pursuant to Chapter 370 of the Texas Transportation Code (the “RMA Act”) and 43 TEX. ADMIN. CODE §§26.1 *et seq.* and is a body politic and corporate and political subdivision of the State; and

**WHEREAS**, Chapter 791 of the Texas Government Code provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

**WHEREAS**, the County is authorized to impose an additional fee, not to exceed \$10.00, for vehicles registered in the County (the “Special Vehicle Registration Fee” or “VRF”) pursuant to Section 502.402 of the Texas Transportation Code (“Section 502.402”); and

**WHEREAS**, on August 30, 2013, the Commissioners Court of the County ordered the adoption and imposition of the Special Vehicle Registration Fee; and

**WHEREAS**, Section 502.402 requires that, if adopted, the County remit the revenue collected from the Special Vehicle Registration Fee to a regional mobility authority located in the County to fund long-term transportation projects; and

**WHEREAS**, Section 370.033 of the RMA Act permits the Authority to enter into an agreement under which the Authority may acquire, plan, design, construct, maintain, repair, or operate a transportation project on behalf of another governmental entity if the transportation project is located in the Authority's area of jurisdiction or in a county adjacent to the Authority's area of jurisdiction; and

**WHEREAS**, the County has entered into an Interlocal Agreement dated December 16, 2013, and a Transportation Project and Pledge Agreement dated April 9, 2014 with the Authority wherein the County has agreed to transfer all Special Vehicle Registration Fees to the Authority and the Authority has agreed to use those funds, and such other funds which may be designated by the County from time to time, to finance and pay for the design and/or construction of certain County designated transportation projects within El Paso County; and

**WHEREAS**, the County and CRRMA entered into an Interlocal Agreement – Project Oversight Agreement for Various VRF Transportation Projects dated April 13, 2015 (the “Interlocal Agreement”), which provided the CRRMA with the funds necessary for the oversight of design services necessary for various projects identified within the Interlocal Agreement; and

**WHEREAS**, the Parties now desire to amend the Interlocal Agreement to add several projects to those identified within the Interlocal Agreement as well as the available budget associated with the oversight of the design for such projects.

**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. 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.

**EL PASO COUNTY, TEXAS**

**CAMINO REAL REGIONAL  
MOBILITY AUTHORITY**

By: \_\_\_\_\_  
**Veronica Escobar**  
**County Judge**

By: \_\_\_\_\_  
**Susan A. Melendez**  
**Chair**

**ATTEST:**

By: \_\_\_\_\_  
**Joe R. Fernandez**  
**Board Secretary**

**EXHIBIT “A-1”  
LIST OF PROJECTS**

**PROJECT OVERSIGHT  
FOR VARIOUS VRF PROJECTS**

**Old Hueco Tanks Road**

**Eastlake Phase 1**

**Eastlake Phase 2**

**Arterial 1**

**Rojas**

**Vista Del Sol**

**Darrington**

**Camino Real NHT**

**Pellicano Drive**

**Mission Ridge II**

**EXHIBIT “B-1”  
OVERSIGHT BUDGET**

**PROJECT OVERSIGHT  
FOR VARIOUS VRF PROJECTS**

<u>OVERSIGHT TASKS</u>	<u>TOTAL</u>
TASK 1 – PROGRAM MANAGEMENT	\$469,709
TASK 2 – MANAGEMENT OF ENGINEERING SERVICES	\$580,201
TASK 3 – CONSTRUCTION LETTINGS	\$604,153
<u>OTHER DIRECT COSTS</u>	<u>\$3,200</u>
<b>TOTAL</b>	<b>\$1,657,263</b>