

**CAMINO REAL REGIONAL MOBILITY AUTHORITY  
BOARD RESOLUTION**

**WHEREAS**, the Camino Real Regional Mobility Authority (CRRMA) and the City of El Paso (City) previously entered into an Interlocal Agreement for the Development of Winn Road (Interlocal), whereby the City provided certain funds to the CRRMA for the CRRMA's development of the Winn Road Project (Project); and

**WHEREAS**, the parties understood that the funds originally identified in the Interlocal that were to be provided to the CRRMA were not sufficient to complete the Project, and the parties anticipated a future amendment, which would provide additional funds to the CRRMA for completion of the Project; and

**WHEREAS**, the additional funds that were anticipated have now become available to the City and the parties therefore desire to enter into an amendment to the Interlocal in order to provide the CRRMA with access to such additional funds.

**NOW, THEREFORE, BE IT RESOLVED BY THE CAMINO REAL REGIONAL MOBILITY AUTHORITY:**

**THAT** the Executive Director is authorized to execute an amendment to the Interlocal Agreement with the City of El Paso, as it relates to the development of the Winn Road Project.

**PASSED AND APPROVED THIS 6<sup>TH</sup> DAY OF JUNE, 2017.**

**CAMINO REAL REGIONAL  
MOBILITY AUTHORITY**

**ATTEST:**

\_\_\_\_\_  
Joe D. Wardy, Vice Chair

\_\_\_\_\_  
Joe R. Fernandez, Board Secretary

**APPROVED AS TO CONTENT:**

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

COUNTY OF EL PASO )  
 )  
STATE OF TEXAS )

**AMENDMENT NO. 1 TO THE  
INTERLOCAL AGREEMENT FOR THE  
DEVELOPMENT OF WINN ROAD**

**THIS AMENDMENT NO. 1** (the “Amendment”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **CITY OF EL PASO, TEXAS** (the “City”) and the **CAMINO REAL REGIONAL MOBILITY AUTHORITY** (the “CRRMA”), each to be referred to herein individually as a “Party” and collectively as the “Parties.”

**WITNESSETH:**

**WHEREAS**, the City is a Home Rule City operating pursuant to the laws of the State of Texas; and

**WHEREAS**, the CRRMA is a regional mobility authority created and operating pursuant to Chapter 370 of the Texas Transportation Code 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**, Section 370.033 of the Texas Transportation Code permits the CRRMA to enter into an agreement under which the CRRMA 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 CRRMA’s area of jurisdiction or in a county adjacent to the CRRMA’s area of jurisdiction; and

**WHEREAS**, the CRRMA and City have entered into an Interlocal Agreement for the Development of the Winn Road dated December 8, 2015 (Interlocal Agreement) wherein the City has agreed to provide available funding for the Winn Road Project to the CRRMA and the CRRMA has agreed to use those funds, and such other funds which may be designated by the City from time to time, to finance and pay for the design and/or construction of such project; and

**WHEREAS**, the City has received additional funds for the Winn Road Project from the Texas Department of Transportation for engineering and environmental costs and the Parties now desire to amend the Interlocal Agreement to provide such additional funds to the CRRMA; and

**WHEREAS**, the City has allocated additional funds in the amount not to exceed \$70,000.00 for additional design cost for the project; and

**WHEREAS**, pursuant to the Interlocal Agreement, the City Manager or his designee is authorized to sign future amendments to the Interlocal Agreement to make any such additional funding available to the CRRMA.

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

**1. Project Budget.** The City has acquired additional funds from the Texas Department of Transportation for the development of the Winn Road Project. Pursuant to and in accordance with Article II, Section A.3. of the Interlocal Agreement, the City now desires to make such additional project funds along with City additional funds allocated for the design costs available to the CRRMA. The Parties hereby agree to revise **EXHIBIT A** of the Interlocal Agreement, such that the Winn Road Project – Available Budget of \$505,086.20 is increased to a total amount of \$1,879,883.00 for engineering and environmental costs; and such funds are now available to the CRRMA for development of the Winn Road Project.

**2. Effective Date.** This Amendment becomes effective upon the date first written above, and the Parties will consider it to be in full force and effect until the Winn Road Project has been completed and accepted, the Interlocal Agreement is terminated, or as otherwise agreed to in writing by the Parties.

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

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

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

**CITY OF EL PASO**

\_\_\_\_\_  
Tomás González  
City Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Sol M. Cortez  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

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Omar Moreno, P.E., Director  
Capital Improvement Department

**CAMINO REAL  
REGIONAL MOBILITY AUTHORITY**

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Raymond L. Telles  
Executive Director