

**CAMINO REAL REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION**

WHEREAS, the Camino Real Regional Mobility Authority (CRRMA) is developing a transportation project known locally as the El Paso Streetcar Project (Project), which includes the design and construction of a streetcar route, associated amenities along a 4.8 mile corridor in El Paso and the remanufacture of six original streetcar vehicles;

WHEREAS, the Project will ultimately be owned and operated by the City of El Paso (City) and the City has therefore been coordinating closely with the CRRMA as it relates to the most efficient methods to complete of the Project;

WHEREAS, on October 3, 2017, the parties entered into an Interlocal Agreement for Project Reimbursements (Agreement) for the purpose of identifying and allocating certain payment, procurement and associated responsibilities in relation to the efficient completion of the Project; and

WHEREAS, the parties wish to amend the Agreement to clarify certain responsibilities that were not originally included in the Agreement.

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

THAT the CRRMA’s Chair is authorized to execute an Interlocal Agreement with the City of El Paso, in substantially the same form as attached, as it relates to the reimbursement of project expenses as part of the El Paso Streetcar Project.

PASSED AND APPROVED THIS 10TH DAY OF APRIL 2019.

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

ATTEST:

Susan A. Melendez, Chair

Joe R. Fernandez, Board Secretary

APPROVED AS TO CONTENT:

Raymond L. Telles
Executive Director

STATE OF TEXAS §
 §
 §
COUNTY OF EL PASO §

**FIRST AMENDMENT
INTERLOCAL AGREEMENT FOR
PROJECT REIMBURSEMENTS**

This First Amendment to an Interlocal Agreement for Project Reimbursements (“**First Reimbursement Amendment**”) is entered into as of the ____ day of _____, 2019 between the City of El Paso, Texas (the “**City**”) and the Camino Real Regional Mobility Authority (the “**CRRMA**”), each referred to individually as a “**Party**” or collectively as the “**Parties.**”

WHEREAS, on October 3, 2017, the City and the CRRMA entered into an Interlocal Agreement for Project Reimbursements (the “**Agreement**”) for the purpose of identifying and allocating certain payment, procurement and associated responsibilities in relation to the completion of the El Paso Streetcar Project; and

WHEREAS, the parties wish to amend the Agreement to clarify certain responsibilities that were not originally included in the Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the Parties hereto, to be by them kept and performed as hereafter set forth, the Parties agree as follows:

1. In connection with the City’s procurement responsibilities identified within the Agreement, Section 2 (City Procurement of Goods and Services) is hereby amended as follows (underline signifies added text and strikethrough signifies deleted text):

(c) Operation and Safety Manuals related to the Streetcar Project as generally identified in **Attachment “C”** which is fully incorporated herein by reference;
and

(d) Launch Event Services, which include those expenses directly related to the commencement of streetcar revenue service.

2. In connection with the CRRMA’s reimbursement responsibilities identified within the Agreement, Section 3 (CRRMA Reimbursement for City Procurement of Goods and Services) is hereby amended as follows (underline signifies added text and strikethrough signifies deleted text):

(c) Operation and Safety Manuals related to the Streetcar Project not to exceed \$55,000.00-; and

(d) Launch Event Services related to the commencement of streetcar program revenue service not to exceed \$20,000.00.

3. Except as expressly amended by this First Reimbursement Amendment, the Agreement remains in full force and effect.

IN WITNESS HEREOF, the Parties have executed this First Reimbursement Amendment as of the effective date first written above.

CITY OF EL PASO:

Dee Margo
Mayor

APPROVED AS TO FORM:

Omar A. De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:

Jay Banasiak, Director
Mass Transit Department

**CAMINO REAL
REGIONAL MOBILITY AUTHORITY:**

Susan A. Melendez
Chair

ATTEST:

Joe R. Fernandez
Board Secretary