

**CAMINO REAL REGIONAL MOBILITY AUTHORITY  
BOARD RESOLUTION**

**WHEREAS**, the Camino Real Regional Mobility Authority (CRRMA) has entered into various agreements with El Paso County (County), which authorized the CRRMA to utilize the proceeds of an optional vehicle registration fee (VRF) imposed by the County to issue bonds for the development of transportation projects in the County; and

**WHEREAS**, the County and CRRMA are parties to the 2013 El Paso County Comprehensive Mobility Plan, which anticipates the use of the referenced VRF bond proceeds, among other funding sources, for the development of various projects; and

**WHEREAS**, the County and CRRMA entered into an interlocal agreement, which was subsequently amended, to allow for the CRRMA to fund and oversee the Pellicano Drive Roadway Improvement Project design services from the referenced VRF bond proceeds; and

**WHEREAS**, the CRRMA authorized execution of an amendment to the referenced interlocal agreement for construction funds, but the County subsequently made additional revisions to the amendment and the CRRMA approves of such additional revisions.

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

**THAT** the CRRMA’s Chair is authorized to execute a Second Amendment to the Interlocal Agreement – VRF Project Development Agreement for the Pellicano Drive Roadway Improvement Project with the County of El Paso, Texas dated March 2, 2020.

**PASSED AND APPROVED THIS 11<sup>TH</sup> DAY OF MARCH 2020.**

**CAMINO REAL REGIONAL  
MOBILITY AUTHORITY**

\_\_\_\_\_  
Joyce A. Wilson, Chair

**ATTEST:**

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

**APPROVED AS TO CONTENT:**

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

**SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT  
VRF PROJECT DEVELOPMENT AGREEMENT FOR THE  
PELLICANO DRIVE ROADWAY IMPROVEMENT PROJECT**

**THIS SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT** (the "Amendment") is made and entered into effective as of the 2nd day of March, 2020, 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, which was subsequently amended on December 2, 2016, both 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 construction of certain County designated transportation projects

within El Paso County and that certain transportation project described as Pellicano Drive Roadway Improvement Project (the "Project"); and

**WHEREAS**, the Project is located in El Paso County which is within or adjacent to the Authority's area of jurisdiction; and

**WHEREAS**, the County and CRRMA entered into an Interlocal Agreement – VRF Project Development Agreement for the Pellicano Drive Roadway Improvement Project for the engineering design of the Project [2017-0611], which was subsequently amended [2019-0477] to add various supplementary design services (collectively referred to herein as the "Interlocal Agreement"); and

**WHEREAS**, the CRRMA has completed procurement activities for construction of the Project and the parties now desire to further amend the Interlocal Agreement to adjust the budget to add the funds required for the construction 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 "C-1"**. The parties hereby agree to delete **EXHIBIT "C-1"** from the Interlocal Agreement, as amended, in its entirety and replace it with **EXHIBIT "C-2"**, which is attached hereto.

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

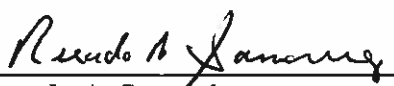
3. **Execution in Counterparts**. This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when both Parties have executed an identical counterpart, notwithstanding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

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

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:   
**Ricardo A. Samaniego**  
**County Judge**

By: \_\_\_\_\_  
**Joyce A. Wilson**  
**Chair**

**ATTEST:**

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

**APPROVED AS TO FORM ONLY**

By:   
**Kevin McCary**  
**Assistant County Attorney**

**EXHIBIT “C-2”  
PELLICANO DRIVE IMPROVEMENTS PROJECT**

**ESTIMATED PROJECT BUDGET**

<b>DESCRIPTION</b>	<b>TOTAL ESTIMATED PROJECT COST</b>	<b>CRRMA PAYS WITH FEDERAL FUNDS</b>	<b>CRRMA PAYS WITH VRF FUNDS</b>	<b>CRRMA PAYS WITH OTHER FUNDS</b>
<b>LAND</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>UTILITY RELOCATION</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>PERMITS &amp; SERVICES</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>ENGINEERING</b>	<b>\$ 2,066,650.48</b>	<b>\$ 0.00</b>	<b>\$ 2,066,650.48</b>	<b>\$ 0.00</b>
<b>CONSTRUCTION</b>	<b>\$ 24,042,929.85</b>	<b>\$ 21,298,000.00</b>	<b>\$ 0.00</b>	<b>\$ 2,744,929.85</b>
<b>MISCELLANEOUS</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>TOTAL</b>	<b>\$ 26,109,580.33</b>	<b>\$ 21,298,000.00</b>	<b>\$ 2,066,650.48</b>	<b>\$ 2,744,929.85</b>

**NOTES:**

1. The “Federal Funds” identified above are intended to be those federal funds awarded to the CRRMA through an Advanced Funding Agreement with TxDOT.
2. The authority granted herein for the CRRMA’s use of “Other Funds” anticipates the use of: (a) funds being made available to the County from a State Infrastructure Bank (SIB) loan; and (b) up to \$1,000,000 from the General Fund of the *CRRMA Senior Lien Vehicle Registration Fee Revenue Bonds, Series 2014*.
3. Those “Other Funds” provided by the County from the SIB shall be provided to the CRRMA in one lump sum, upon receipt by the County from the SIB.

**EXHIBIT “C-2”  
PELLICANO DRIVE IMPROVEMENTS PROJECT**

**ESTIMATED PROJECT BUDGET**

DESCRIPTION	TOTAL ESTIMATED PROJECT COST	CRRMA PAYS WITH FEDERAL FUNDS	CRRMA PAYS WITH VRF FUNDS	CRRMA PAYS WITH OTHER FUNDS
LAND	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
UTILITY RELOCATION	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
PERMITS & SERVICES	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
ENGINEERING	\$ 2,066,650.48	\$ 0.00	\$ 2,066,650.48	\$ 0.00
CONSTRUCTION	\$ 24,042,929.85	\$ 21,298,000.00	\$ 0.00	\$ 2,744,929.85
MISCELLANEOUS	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTAL</b>	<b>\$ 26,109,580.33</b>	<b>\$ 21,298,000.00</b>	<b>\$ 2,066,650.48</b>	<b>\$ 2,744,929.85</b>

NOTES:

1. The “Federal Funds” identified above are intended to be those federal funds awarded to the CRRMA through an Advanced Funding Agreement with TxDOT.
2. 1. The authority granted herein by the County of for the CRRMA’s use of “Other Funds” anticipates the CRRMA’s use of: (a) construction funds being made available to the County from a State Infrastructure Bank (SIB) loan proceeds; and (b) up to \$1,000,000 from the General Fund of the CRRMA Senior Lien Vehicle Registration Fee Revenue Bonds, Series 2014 recently awarded to the County.  
~~The “Federal Funds” are intended to be those federal funds awarded to the CRRMA through an Advanced Funding Agreement with TxDOT.~~
3. 2. Those “Other Funds” shall be provided by the County from the SIB shall be provided to the CRRMA in one lump sum, upon receipt by the County from the SIB.