

**CAMINO REAL REGIONAL MOBILITY AUTHORITY  
BOARD RESOLUTION**

**WHEREAS**, El Paso County, Texas (County) and the Camino Real Regional Mobility Authority (CRRMA) have entered into an Interlocal Agreement – Engineering Services for Design of the O.T. Smith Hike and Bike Trail dated September 17, 2018 (Interlocal), which provided funds necessary for the development of the design services for a shared use path along O.T. Smith Road (the “Project”); and

**WHEREAS**, the CRRMA and County amended the referenced Interlocal, in coordination with the Texas Department of Transportation, for certain revisions to the design services; and

**WHEREAS**, the CRRMA and County now desire to further amend the referenced Interlocal to provide the CRRMA with funds necessary for various construction management and oversight services necessary to complete the construction of the Project.

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

**THAT** the Chair be authorized to execute a **Second Amendment to the Interlocal Agreement – Engineering Services for Design of the O.T. Smith Hike and Bike Trail** with El Paso County, including any additional documents or materials as may be required, for the provision of various construction oversight and management activities for the O.T. Smith Shared Use Path Project.

**PASSED AND APPROVED THIS 13<sup>TH</sup> DAY OF MAY 2020.**

**CAMINO REAL REGIONAL  
MOBILITY AUTHORITY**

**ATTEST:**

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

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

**APPROVED AS TO CONTENT:**

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

**SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT  
ENGINEERING SERVICES FOR DESIGN OF THE  
O.T. SMITH HIKE AND BIKE TRAIL**

**THIS SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT** (the “Amendment”) is made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between EL PASO COUNTY, TEXAS (the “County”) and the CAMINO REAL REGIONAL MOBILITY AUTHORITY (“CRRMA”), (each a “Party” and collectively, the “Parties”), for the purposes described herein.

**WITNESSETH:**

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

**WHEREAS**, the CRRMA 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**, each Party is paying for the performance of governmental functions or services from current funds available to the paying Party; and

**WHEREAS**, Section 370.033 of the RMA Act 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 County and CRRMA entered into an Interlocal Agreement – Engineering Services for Design of the O.T. Smith Hike and Bike Trail dated September 17, 2018 (the “Interlocal Agreement”), which provided funds necessary for the development of the design services a shared use path along O.T. Smith Road (the “Project”); and

**WHEREAS**, the Interlocal Agreement was subsequently amended via Amendment No. 1 dated July 1, 2019, which added design funds necessary for certain landscaping and design revisions requested by El Paso County per coordination with the Texas Department of Transportation; and

**WHEREAS**, the Parties now desire to further amend the Interlocal Agreement in order to add funds necessary for various construction activities, including testing and oversight.

**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 in its entirety and replace it with **EXHIBIT “C-2”**, which is attached hereto and incorporated herein for all purposes.

**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.

**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 Samaniego  
County Judge

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

**APPROVED AS TO FORM ONLY:**

**ATTEST:**

By: \_\_\_\_\_  
\_\_\_\_\_  
Assistant County Attorney

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

**EXHIBIT “C-2”**

**CSJ: 0924-06-560**  
**O.T. SMITH SHARED USE PATH PROJECT**  
**ESTIMATED PROJECT BUDGET**

<b>DESCRIPTION</b>	<b>TOTAL ESTIMATED COST</b>
LAND	\$0
UTILITY RELOCATION	\$0
RAIL ROAD PERMIT & SERVICES	\$0
ENGINEERING	\$469,398.28
CONSTRUCTION	\$334,701.63
MISCELLANEOUS	\$0
<b>TOTAL</b>	<b>\$804,099.91</b>