

**CAMINO REAL REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION**

WHEREAS, the County of El Paso (County) and the Camino Real Regional Mobility Authority (CRRMA) have entered into various agreements that permit the CRRMA to assist the County in its development of certain major transportation projects;

WHEREAS, the parties have entered into an interlocal agreement, which was subsequently amended, whereby the County provides federal and local funding to the CRRMA, in order for the CRRMA to develop the design plans necessary for the John Hayes Street Extension Project (Project); and

WHEREAS, the County has requested that the CRRMA perform certain right of way acquisition activities for the Project and therefore, the parties desire to further amend the referenced interlocal accordingly.

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

THAT the Chair of the CRRMA is authorized to execute an amendment to the Interlocal Agreement – Project Development Agreement for the John Hayes Street Extension Project with the County of El Paso, Texas regarding certain right of way acquisitions activities.

PASSED AND APPROVED THIS 13TH DAY OF OCTOBER 2021.

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

Joyce A. Wilson, Chair

ATTEST:

Dorothy M. (Sissy) Byrd
Board Secretary

APPROVED AS TO CONTENT:

Raymond L. Telles
Executive Director

**SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT
PROJECT DEVELOPMENT AGREEMENT FOR THE
JOHN HAYES STREET EXTENSION PROJECT**

THIS SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT (the “Amendment”) is made and entered into effective as of the ____ day of _____, 2021, 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 – Project Development Agreement for the John Hayes Street Extension Project dated November 4, 2019 as revised via the First Amendment dated October 5, 2021 (collectively, the “Interlocal Agreement”), which provided funds necessary for the development of the extension of the John Hayes Street (the “Project”); and

WHEREAS, the Parties now desire to further amend the Interlocal Agreement in order to permit the Authority to pursue certain rights of way necessary for the development 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 “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.

2. Replacement of EXHIBIT “C-1”. The parties hereby agree to delete **EXHIBIT “C”** from the Interlocal Agreement in its entirety and replace it with **EXHIBIT “C-2”**, 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: _____
Ricardo Samaniego
County Judge

By: _____
Joyce A. Wilson
Chair

ATTEST:

By: _____
Dorothy M. (Sissy) Byrd
Board Secretary

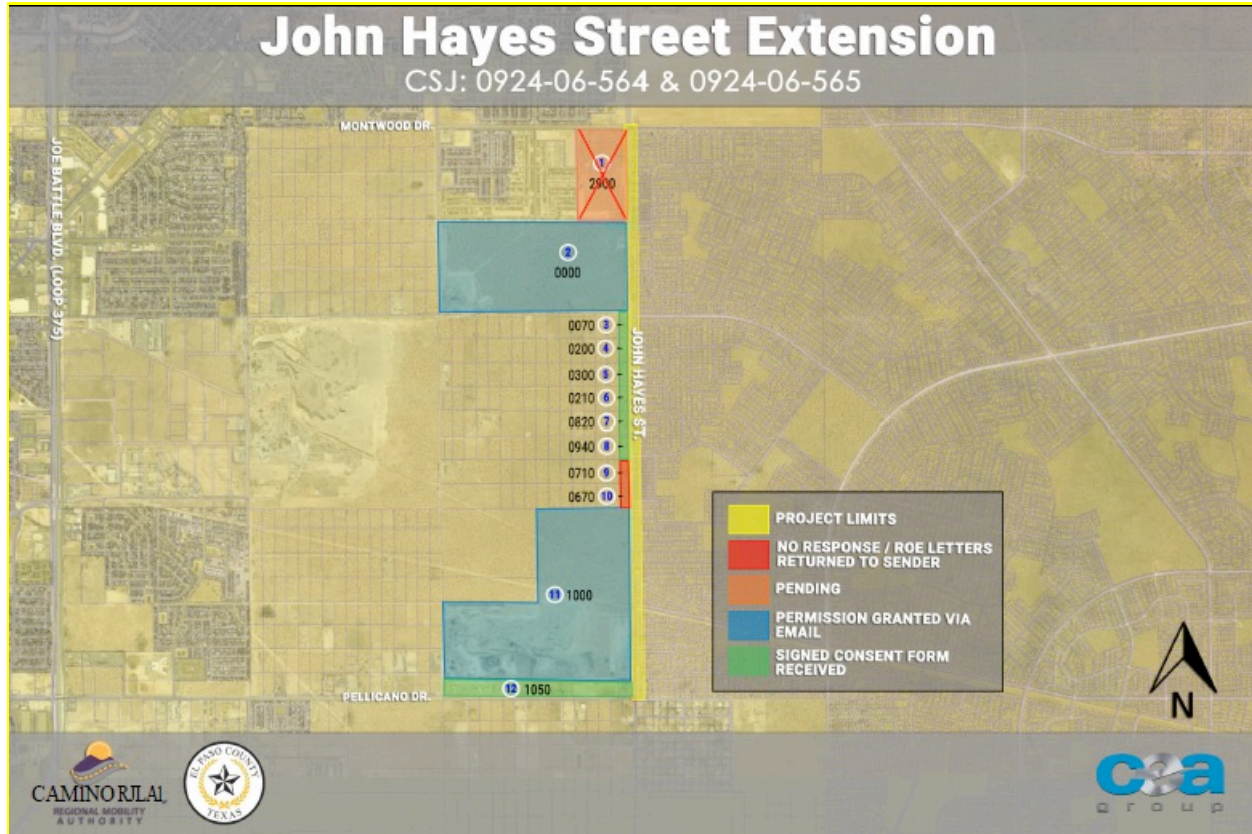
EXHIBIT “B-1”

JOHN HAYES STREET EXTENSION PROJECT PROJECT RESPONSIBILITIES

- 1. PLANNING: County (Ongoing)**
- 2. DESIGN: Authority**
- 3. ENVIRONMENTAL PERMITTING: Authority**
- 4. RIGHT-OF-WAY ACQUISITION: Authority (see following page)**
- 5. CONSTRUCTION LETTING: Authority**
- 6. CONSTRUCTION: Authority**
- 7. FINANCIAL OBLIGATIONS: County Funds**
- 8. REPORTING: Authority**
- 9. PERFORMANCE STANDARDS: Authority**
- 10. MARKETING AND PUBLIC OUTREACH: None**
- 11. UTILITY RELOCATION: TBD**
- 12. OTHERS: N/A**

EXHIBIT “B-1”

JOHN HAYES STREET EXTENSION PROJECT PROJECT RESPONSIBILITIES



NOTE: Authority will be responsible for completing the acquisitions of the eleven (11) parcels noted above; provided, however, that the County will be responsible for any acquisitions that require the use of condemnation. In such event, the Authority will provide to the County all work product developed up to the point at which condemnation is required. Recognizing that the parties intend to utilize federal funds for the construction of the Project, all acquisitions will be completed pursuant to and in accordance with federal and state requirements.

[END OF EXHIBIT]

EXHIBIT “C-2”

**JOHN HAYES STREET EXTENSION PROJECT
PROJECT BUDGET**

DESCRIPTION	TOTAL ESTIMATED COST	CRRMA PAYS WITH COUNTY FUNDS	CRRMA PAYS WITH OTHER FUNDS*
RIGHT OF WAY	\$ 2,000,000.00	\$ 2,000,000.00	\$ 0.00
UTILITY RELOCATION	\$ 0.00	\$ 0.00	\$ 0.00
PERMITS & SERVICES	\$ 0.00	\$ 0.00	\$ 0.00
ENVIRONMENTAL & PRELIMINARY ENGINEERING	\$ 2,555,280.00	\$ 832,920.00	\$ 1,722,360.00
CONSTRUCTION	\$ 0.00	\$ 0.00	\$ 0.00
MISCELLANEOUS	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL	\$ 4,555,280.00	\$ 2,832,920.00	\$ 1,722,360.00

*NOTE: “Other Funds” are Federal contributions provided to the Authority from the County, which arise from the County’s Local Project Advanced Funding Agreement with the Texas Department of Transportation. Further, the Authority is permitted to move funds among line items noted above, after consultation with and approval from the County.

[END OF EXHIBIT]