

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT
DESIGN AND CONSTRUCTION OF TORNILLO SIDEWALKS/SHARED USE PATH
(LOCAL AND FEDERAL FUNDING)**

THIS FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT (the “Amendment”) is made and entered into effective as of the ____ day of _____, 2022, 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, 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 and CRRMA entered into an Interlocal Agreement – Design and Construction of Tornillo Sidewalks/Shared Use Path (Local and Federal Funding) [2020-0469] dated July 6, 2020 (the “Interlocal Agreement”), for the design of certain sidewalks and shared use paths in Tornillo, Texas (the “Project”); and

WHEREAS, certain design plans are complete and the Parties now desire to amend the Interlocal Agreement to allow for the construction of the referenced design plans.

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

1. Replacement of EXHIBIT “C”. The parties hereby agree to delete **EXHIBIT “C”** from the Interlocal Agreement, as amended, in its entirety and replace it with **EXHIBIT “C-1”**, 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.

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: _____
Dorothy M. (Sissy) Byrd
Board Secretary

EXHIBIT “C-1”

DESIGN AND CONSTRUCTION OF TORNILLO (NORTH & SOUTH) SIDEWALKS/SHARED USE PATH (LOCAL & FEDERAL FUDNING)

PROJECT BUDGET

DESCRIPTION	TOTAL ESTIMATED PROJECT COST	CRRMA PAYS WITH COUNTY FUNDS	CRRMA PAYS WITH FEDERAL FUNDS
LAND	\$ 0.00	\$ 0.00	\$ 0.00
UTILITY RELOCATION	\$ 0.00	\$ 0.00	\$ 0.00
PERMITS & SERVICES	\$ 0.00	\$ 0.00	\$ 0.00
ENGINEERING	\$ 550,377.65	\$ 550,377.65	\$ 0.00
CONSTRUCTION	\$ 394,758.87	\$ 0.00	\$394,758.87
MISCELLANEOUS	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL	\$ 945,136.52	\$ 550,377.65	\$ 394,758.87

*NOTE: The table above identifies anticipated uses by the Authority of available funds by category. However, the Authority is not limited in its use of funds by such categories and is expressly authorized to utilize funds from any category in the development of the Project, as needed, provided that the Authority coordinates all such uses with the County.

[END OF EXHIBIT]