

FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR PROJECT REIMBURSEMENTS

This First Amendment to Interlocal Agreement for Project Reimbursements (“**First Amendment**”) is 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 allocating payment responsibilities for the construction of the El Paso Streetcar Project; and

WHEREAS, the parties wish to amend this agreement to clarify certain responsibilities that were omitted from the Agreement.

NOW THEREFORE, the Parties agree as follows:

Section 1. Section 2 (City Procurement of Goods and Services) of the Agreement is amended in its entirety to read as follows:

2. CITY PROCUREMENT OF GOODS AND SERVICES

The City will procure the following goods and/or services in furtherance of the Streetcar Project:

- a) IT Infrastructure & ASC Security related to the Maintenance Facility as generally identified in **Attachment “A”** which is fully incorporated herein by reference;
- b) Furniture and fixtures related to the Maintenance Facility as generally identified in **Attachment “B”** which is fully incorporated herein by reference; and
- c) Operation and Safety Manuals related to the Streetcar Project as generally identified in **Attachment “C”** which is fully incorporated herein by reference.
- d) Streetcar Grand Opening Marketing media to include promotional and public awareness programs, goods and services as generally identified in **Attachment “D”**.

The City will procure these items in accordance with all City procurement policies and procedures. The City is responsible for preparing all scope of work and documents necessary for the procurement of the items above. The City will provide the CRRMA with invoices for each goods or services acquired.

Section 2. Attachment “D”, attached to this First Amendment is incorporated into the Agreement.

Section 3. Section 3 (CRRMA Reimbursement for City Procurement of Goods and Services) of the Agreement is amended in its entirety to read as follows:

3. CRRMA REIMBURSEMENT FOR CITY PROCUREMENT OF GOODS AND SERVICES

The CRRMA will reimburse the City for the procurement of the goods and services described in Section 2 of this Agreement up to the following amounts:

- a) IT Infrastructure & ASC Security related to the Maintenance Facility not to exceed \$221,744.74;
- b) Furniture and fixtures related to the Maintenance Facility not to exceed \$66,700.00;
- c) Operation and Safety Manuals related to the Streetcar Project not to exceed \$55,000.00; and
- d) Marketing/promotional programs and goods/services not to exceed \$20,000.

The CRRMA will reimburse the City the amounts described above within 10 calendar days of receiving a paid invoice from the City. The parties agree that the expenses identified above and in the associated attachments are estimates and therefore subject to change. However, the CRRMA will reimburse the City up to the not to exceed amounts described in this Section regardless of any changes to the actual expenses incurred by the City for such goods or services.

Section 4. The effective date of this First Amendment is the date when the agreement is signed by the City.

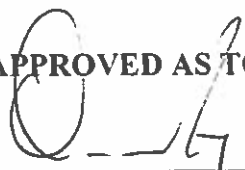
Section 5. Except as amended in this First Amendment, the Agreement remains in full force and effect.

The parties are signing this agreement as of the effective date.

CITY OF EL PASO:

Dee Margo
Mayor
Date: _____

APPROVED AS TO FORM:



Omar A. De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:



Jay Bangsiak, Director
Mass Transit Department

(CRRMA signatures on the following page)

**CAMINO REAL
REGIONAL MOBILITY AUTHORITY:**

Susan A. Melendez
Chair

ATTEST:

Joe R. Fernandez
Board Secretary

ATTACHMENT D
STREETCAR GRAND OPENING PROGRAM COSTS

<i>Line item</i>	<i>Vendor</i>	<i>Invoice#</i>	<i>Qty.</i>	<i>Cost</i>
Event Management(Rave)			Rave	\$ 8,000.00
Invitation image				\$ 400.00
Invitation printing	Mithoff Burton	18617	300 ea	\$ 755.00
Cookies (Sharp Cookie)	Mithoff Burton	18617	300 ea	\$ 900.00
Tee shirts (Proper)	Mithoff Burton	18617	300 ea	\$ 3,600.00
Bags (CR)	Mithoff Burton	18617	300 ea	\$ 657.16
Tokens (500@3.95)/Pins (500@1.52)	Symbol Arts	0318857-IN	500 ea	\$ 3,000.00
Mugs (Sun Metro)	Big Media	9453	300 ea	\$ 2,499.90
Certificates and frames			10	\$ 150.00
MISC (tissue, etc.)				\$ 30.00
				\$ 19,992.06

RESOLUTION

WHEREAS, on October 3, 2017, the City and the CRRMA entered into an Interlocal Agreement for Project Reimbursements (the “**Agreement**”) for the purpose of allocating payment responsibilities for the construction of the El Paso Streetcar Project; and

WHEREAS, the parties wish to amend this agreement to clarify certain responsibilities that were omitted from the Agreement.

NOW THEREFORE BE IT RESOLVED BY THE MASS TRANSIT DEPARTMENT BOARD THE CITY OF EL PASO:

That the Mass Transit Board be authorized to sign the First Amendment to Interlocal Agreement for Project Reimbursements by and between the City of El Paso and the Camino Real Regional Mobility Authority to clarify certain responsibilities regarding marketing and promotional programs.

APPROVED this ____ day of _____, 2019.

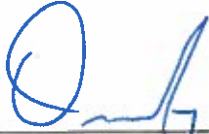
CITY OF EL PASO:

Dee Margo, Chairman

ATTEST:

Laura D. Prine
Secretary

APPROVED AS TO FORM:



Omar A. De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:



Jay Banasiak, Director
Mass Transit-Sun Metro Department