

THE STATE OF TEXAS §
COUNTY OF CAMERON §

BE IT REMEMBERED on the 28th day of April 2016, there was conducted a Special Meeting of the Cameron County Regional Mobility Authority, at the Joe G. Rivera and Aurora de la Garza County Annex thereof, in San Benito, Texas, for the purpose of transacting any and all business that may lawfully be brought before the same.

THE BOARD MET AT:

12:00 Noon

PRESENT:

FRANK PARKER, JR.
CHAIRPERSON

MICHAEL F. SCAIEF
DIRECTOR

DAVID N. GARZA
DIRECTOR

HORACIO BARRERA
DIRECTOR

MARK ESPARZA
DIRECTOR

NAT LOPEZ
DIRECTOR

DIRECTOR

RUBEN GALLEGOS, JR.
ABSENT

ABSENT

ABSENT

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The Meeting was called to order by Chairman Frank Parker, Jr., at 12:00 Noon. At this time, the Board considered the following matters as per RMA Agenda posted and filed for Record in the Office of the County Clerk on this 25th day of April 2016 at 10:14 A.M.



AGENDA

Special Meeting of the Board of Directors
of the
Cameron County Regional Mobility Authority

CCRMA Administrative Offices
3470 Carmen Avenue, Unit B3
Rancho Viejo, Texas 78575

Thursday, April 28, 2016

12:00 Noon

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Apr 25, 2016 at 10:14A

Document Number: 00000176

Sylvia Garza-Perez
County Clerk
By
David Jacinto, Deputy
Cameron County

PUBLIC COMMENTS:

1. Public Comments

CONSENT ITEMS:

2. All Item(s) under the Consent RMA Agenda are heard collectively unless opposition is presented, in which case the contested Item will be considered, discussed, and appropriate action taken separately

A. Consideration and Approval of the Minutes for:

April 14, 2016 – Regular Meeting

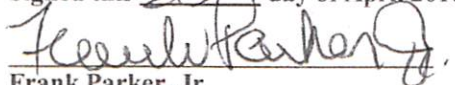
ITEMS FOR DISCUSSION AND ACTION:

3. Action Items

A. Approval of Claims

B. Consideration and Approval of an agreement with Ogilvy for Consultant Services

ADJOURNMENT:

Signed this 25th day of April 2016

Frank Parker, Jr.
Chairman

NOTE:

Participation by Telephone Conference Call – One or more members of the CCRMA Board of Directors may participate in this meeting through a telephone conference call, as authorized by Sec. 370.262, Texas Transportation Code. Each part of the telephone conference call meeting that by law must be open to the public shall be audible to the public at the meeting location and will be recorded. On conclusion of the meeting, the recording will be made available to the public.

PUBLIC COMMENTS

1 PUBLIC COMMENTS

None were presented.

CONSENT ITEMS

ALL ITEM(S) UNDER THE CONSENT RMA AGENDA ARE HEARD COLLECTIVELY UNLESS OPPOSITION IS PRESENTED, IN WHICH CASE THE CONTESTED ITEM WILL BE CONSIDERED, DISCUSSED AND APPROPRIATE ACTION TAKEN SEPARATELY

2-A Consideration and Approval of the Minutes for:

April 14, 2016 – Regular Meeting

Secretary Garza moved to approve the minutes of April 14, 2016 Regular Meeting. The motion was seconded by Director Esparza and carried unanimously.

ACTION ITEMS

3-A Approval of Claims

The attached claims were presented to the Board of Directors for approval.

Mr. Pete Sepulveda, Jr., RMA Executive Director, introduced the claims into the record and recommended approval of the Claims.

Director Lopez moved to approve the Claims. The motion was seconded by Secretary Garza and carried unanimously.

The Claims are as follows:

3-B Consideration and Approval of an Agreement with Ogilvy for Consultant Services

Mr. Pete Sepulveda, Jr., RMA Executive Director, went over the scope of work for this particular Agreement. Mr. Sepulveda explained the various opportunities for grants that exist at the federal level and that having a Consultant in Washington D.C. could facilitate the process for securing grants for the various projects the CCRMA and Cameron County are developing. Mr. Sepulveda went over the list of projects. Chairman Parker asked to include a multi modal rail facility in the North Cameron County/Willacy County area. Director Scaief inquired about rail improvements in and around the downtown Harlingen area as well as

at the Port of Harlingen. Chairman Parker also advised that we needed to work with the Port of Brownsville and their Consultants especially on projects that are of importance to the Port, including OmiTrax.

Secretary Garza moved to approve the Agreement with Ogilvy. The motion was seconded by Director Barrera and carried unanimously.

The Agreement is as follows:

ADJOURNMENT

There being no further business to come before the Board and upon motion by Director Esparza and seconded by Director Barrera and carried unanimously the meeting was **ADJOURNED** at 12:16 P.M.

APPROVED this 12th day of May 2016.


CHAIRMAN FRANK PARKER, JR.

ATTESTED: 
SECRETARY DAVID N. GARZA

3-A APPROVAL OF CLAIMS



MEMORANDUM

TO: Chairman and Board Members

FROM: Pete Sepulveda, Jr., Executive Director

RE: Claims Item 3A

DATE: April 28, 2016

Attached are the Claims paid on April 28, 2016 that are being presented for the Board's acknowledgment.

April 28, 2016

- BNY – Administration and Audit Confirmation
- McAllen Chamber – Membership Renewal 2016-2017
- Office World – Moving services disassemble and assemble conference table
- Pedro Sepulveda – Reimbursement for meetings with Consultants in Austin
- Priscilliano Delgado – Lawn Care Services April 2016
- Staples – Office Supplies
- Texas Workforce – Texas Business Conference 16262
- TML Employee Health – Employee Benefits 2016-05

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

3A

Invoices Selected for Payment - Claims to be Paid

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description
BNY	Bank of New York Mellon	252-1936926	1,425.00	Administration and Audit Confirmation
Mcallen Chamber	Mcallen Chamber of Commerce	36771	235.00	Membership Renewal 2016-2017
Office World	Office World	3132	85.00	Moving services disassemble and assemble conference table
PEDRO SEPULVE...	PEDRO SEPULVEDA JR.	PSJ 4.1.16	455.48	Meeting with Consultants Austin
PEDRO SEPULVE...	PEDRO SEPULVEDA JR.	PSJ 4.7.16	358.88	Meeting with Consultants Austin
Prisciliano Delgado	Prisciliano Delgado	10511	200.00	Lawn Care Services April 2016
Staples	Staples	Staples 4.15.16	328.06	Staples Office Supplies
Texas Workforce ...	Texas Workforce Commission	TWC Conference J...	125.00	Texas Business Conference 16262
TML Emp Health	TML Intergovernmental Employee Benefits Pool	2016-05	4,961.48	Employee Benefits 2016-05
Report Total			8,173.90	

**3-B CONSIDERATION AND APPROVAL OF AN AGREEMENT WITH
OGILVY FOR CONSULTANT SERVICES**



MEMORANDUM

TO: Chairman and Board Members

FROM: Pete Sepulveda, Jr., RMA Executive Director *PSJ*

RE: Agenda Item 3-B

DATE: April 28, 2016

I would like to request authorization to secure the services of Ogilvy to help carry out our federal agenda.

Ogilvy will be instrumental in facilitating meetings with leaders in Washington DC and assisting the CCRMA as we continue to seek funding for our projects as are outlined in the Agreement with Ogilvy. The CCRMA has submitted a grant application under FASTLANE and we will continue to submit different applications under different categories as grants become available.

As you know, we have never been closer to completing some of our major projects. The SPI 2nd Access, the Outer Parkway and the FM 1925 projects along with the completion of the I69E Corridor are major projects still left on our System Map. There are federal funds available that we will be applying for as well as coordination needed with the Dept. of Transportation.

The CCRMA has an Interlocal Agreement in place with Cameron County where the County will fund approximately 60% of the cost and the CCRMA would fund the balance. Additionally, we will continue discussions with other entities that are interested in providing funding for this effort. Any additional funding received from other entities will reduce the CCRMA's share.

After consulting with our legal division, this complies with the CCRMA's procurement process.

My recommendation is for the Board to approve the Agreement with Ogilvy.

Ogilvy Government Relations

April 26, 2016

Personal & Confidential

Mr. Frank Parker, Jr.
Presiding Officer
Cameron County Regional Mobility Authority
3461 Carmen Avenue
Rancho Viejo, TX 78575

RE: *Contract with Ogilvy Government Relations*

Dear Mr. Parker,

This letter of engagement is between Ogilvy Government Relations and the Cameron Country Regional Mobility Authority and relates to certain consulting services to be rendered by our Firm to you, the Client, with respect to the services described below:

CONSULTING AGREEMENT

Parties: This independent contractor agreement (Agreement) is made , between Ogilvy Government Relations, a government relations firm engaged in lobbying contacts and activity as defined by the Lobbying Disclosure Act (LDA), as amended, and any regulations and/or rules promulgated there under, (Firm) and the Cameron County Regional Mobility Authority (Client) (collectively the Parties).

Scope of Work: In conjunction with Client, Firm will provide government relations support, including assistance in influencing legislative and regulatory developments to shape positive outcomes for the Client. Firm will regularly apprise Client with intelligence, legislative and regulatory updates and activities by scheduling calls and meetings that work best for you.

More specifically, Firm will support the Client with the following objectives.

- South Padre Island (SPI) second access coordination with the Federal Highway Administration (FHWA) / Issuance of Record of Decision (ROD)
- Coordinate with Department of Interior/ United States Fish and Wildlife Service (USFWS) Pilot Study
- The Transportation Infrastructure Finance and Innovation Act (TIFIA) – SPI/Outer Parkway
- Federal funding for SPI, Outer Parkway and Farm to Market (FM) 1925
- Federal funding for U.S. Route 77 (to complete 4 remaining projects)
- FHWA waiver for U.S. Route 77 through King Ranch (TxDOT)

- Federal Funds for County projects
- Federal Rail Authority (FRA) funding for rail projects – Harlingen/Olmito
- Coordinated Border Infrastructure Program (CBI) funds for Bridge & Road Projects
- FAST funding for East Loop – April 2016
- FAST funding beyond 2016
- Funding for U.S. Route 281 Connector
- SPI Queen Isabella Memorial Causeway bike lane funding
- General Services Administration (GSA) funding for Gateway and Flor de Mayo
- Federal funding to complement transportation reinvestment zone (TRZ) Projects
- FM 509 funding
- Transportation Investment Generating Economic Recovery (TIGER) Funding – East Loop (TxDOT) 2016
- U.S. Economic Development Administration (EDA) funding for project at Free Trade Bridge
- RESTORE Act funding for SPI Migration and Federal funds Army Corps of Engineers (COE) Coastal Protection Resiliency
- Funding for Overpass at Veterans Bridge
- Funding for road project to connect FM 511 to State Highway (SH) 4 – Space X
- FHWA Pilot Project with Texas A&M Transportation Institute (TTI) – Freight Shuttle to Mexico
- Federal Emergency Management Agency (FEMA) funding for Emergency Management Facility
- FAST Transportation and Congestion Management Technologies Deployment

Terms: The Parties acknowledge awareness and stated preference that this is an agreement for services as an independent contractor. The Parties will exert all manner of good faith and take all reasonable efforts to ensure performance and prevent repudiation by other parties connected with its activities which could affect its performance under this Agreement. Furthermore, as an independent contractor, Firm shall not be held liable for any breach or failure to perform under subsequent contracts entered into between Client and any third party.

Fees and Expenses: In consideration of Firm's work under this Agreement, Client will pay a retainer fee of \$15,000 per month, for services beginning May 1, 2016, and remain in effect through April 30, 2017. Invoices will be distributed to the Client at the first of each month and fees are due within thirty days of Client's receipt of the invoice.

Client will not be responsible for either the withholding or the payment of Firm's taxes, judgments or any other mandatory or discretionary wage income garnishments as required by the law of any jurisdiction which may lay claim to such. Client will reimburse Consultant for only those reasonable out-of-pocket costs actually incurred by Consultant associated with the successful completion of the above-described services, the expenditure of which shall have been previously approved by Client.

Compliance with Applicable Laws: Firm and Client agree to comply with all applicable laws, including those under the LDA, as amended, and any regulations and/or rules promulgated thereunder.

Indemnification: Client, as permitted by the Texas Constitution and Texas State laws, agrees to defend, indemnify and hold harmless Firm from any and all liabilities, losses, claim, damages, demands, suits, causes of actions, judgments, costs or expenses (including attorneys' fees and disbursements) which may incur as a result of any damage or injury sustained as a result of Client's breach of warranty, negligence, willful misconduct, fraud, misrepresentation, or violation of law; (any property damage, personal injury or death which results from Client's actions. Firm shall have the right to approve any counsel retained to defend any demand, suit, investigation or cause of action in which Firm is a defendant or target, such approval not to be unreasonably withheld. Client agrees that Firm shall have the right to control and participate in the defense of any such demand, suit, investigation or cause of action concerning matters that relate to Firm and that such matters will not be settled without Firm's consent, which consent shall not be unreasonably withheld. If, in Firm's reasonable judgment, a conflict exists in the interests of Firm and Client in such demand, suit, investigation or cause of action, Firm may retain its own counsel whose reasonable fees shall be paid by Client. Firm agrees to defend, indemnify and hold harmless Client from any and all liabilities, losses, claim, damages, demands, suits, causes of actions, judgments, costs or expenses (including attorneys' fees and disbursements) which may incur as a result of any damage or injury sustained as a result of Firm's breach of warranty, negligence, willful misconduct, fraud, misrepresentation, or violation of law; (any property damage, personal injury or death which results from Firm's actions. Client shall have the right to approve any counsel retained to defend any demand, suit, investigation or cause of action in which Client is a defendant or target, such approval not to be unreasonably withheld. Firm agrees that Client shall have the right to control and participate in the defense of any such demand, suit, investigation or cause of action concerning matters that relate to Client and that such matters will not be settled without Client's consent, which consent shall not be unreasonably withheld. If, in Client's reasonable judgment, a conflict exists in the interests of Client and Firm in such demand, suit, investigation or cause of action, Client may retain its own counsel whose reasonable fees shall be paid by Firm.

Governing Law: This Agreement shall be governed by and interpreted in accordance with the applicable provisions of the substantive and procedural laws of Cameron County, Texas.

Confidentiality: In agreement with Client, Firm acknowledges that it may become aware of information, practices, or policies that Client may wish to keep confidential. Firm agrees to maintain that confidentiality and not disclose to any outside party such information either during the period of this contract or thereafter, to extent permitted by law.

Severability and Savings Provision: Firm and Client desire that this Agreement be enforced to the greatest degree possible. If any part of this Agreement is held to be

unenforceable, void, overly burdensome or invalid, then the remaining parts shall continue to be valid and enforceable as though the invalid portions were not a part.

Separate Agreement: These limitations form a separate and independent agreement which survives termination of the underlying contract between Client and Firm. The failure of Client or Firm to insist on strict performance of this Agreement in any instance shall not be deemed a waiver or relinquishment of its right to seek strict performance and the Agreement shall continue in full force and effect.

Survival: All of the warranties and representations contained in this Agreement shall survive termination of this Agreement.

Renewal and Termination: This Agreement may be extended on such terms and conditions as are mutually agreeable. This Agreement may be terminated by either the Client or the Firm upon thirty (30) days written notice to the other party, without cause, notwithstanding the other provisions within this Agreement.

Entire Understanding: This Agreement contains the entire understanding between the parties with respect to this subject matter and supersedes all prior and contemporaneous understandings relating to this subject matter. No amendment, modification or waiver of this Agreement may be accomplished without a written instrument signed by both parties.

By signing below the parties are agreeing to the terms and conditions set out herein and binding ourselves contractually to each other. The parties also bind their successors and assigns with respect to all covenants of this Agreement.

Ogilvy Government Relations

By: _____

Mr. Christopher Giblin

Date

5/3/16

Cameron County Regional Mobility Authority

By: _____

Mr. Frank Parker, Jr.

Date

4/29/16