

COUNTY OF CAMERON §



## **AGENDA**

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

**Cameron County Dancy Courthouse  
1100 East Monroe  
Brownsville, Texas 78520**

**Monday, October 26, 2015**

**12:00 Noon**

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS  
On: Oct 22, 2015 at 10:58A

Document Number: 00000551

Sylvia Garza-Perez  
County Clerk  
By  
Hilda Perez, 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:**

**October 08, 2015 – Regular Meeting**
  - B. Consideration and Authorization to request RFP's for Bank Depository Services**
  - C. Consideration and Approval of authorizing staff to transfer funds from the Bank of New York Rate Stabilization fund into the Debt Service Fund**
  - D. Consideration and Approval of an Economically Disadvantaged County Program Application for the SH 32 Phase I (From I69E to FM 3068) and Phase II (From FM 3068 to 1.35 Miles North East to Proposed Port Entrance) and Authorize the Cameron County Regional Mobility Authority Chairman to sign any related documents to the Program Application and Submit to the Texas Department of Transportation**

**ITEMS FOR DISCUSSION AND ACTION:**

**3. Action Items**

- A. Approval of Claims**
- B. Consideration and Approval of Agreement with TXP, Inc. to assist with the creation of the County Wide Transportation Reinvestment Zone**
- C. Consideration and Approval of Employment Contract with Pete Sepulveda, Jr., Cameron County Regional Mobility Authority Executive Director**

**EXECUTIVE SESSION:**

**4. Executive Session**

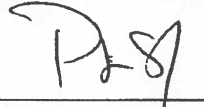
- A. Deliberation and Discussion concerning the evaluation and duties of the Cameron County Regional Mobility Authority Executive Director, Pete Sepulveda, Jr., pursuant to V.T.C.A. Government Code, Section 551.074**

**5. Action Relative to Executive Session**

- A. Possible Action**

**ADJOURNMENT:**

Signed this 22<sup>nd</sup> day of October 2015

  
\_\_\_\_\_  
David E. Allex  
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.

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## **PUBLIC COMMENTS**

### **1 PUBLIC COMMENTS**

Mr. Pete Sepulveda, Jr., RMA Executive Director advised the Board about an award that Norma Garza received at the TxDOT Annual Short Course in College Station, Texas for her work with the CCRMA and HCRMA.

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## **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:**

#### **October 8, 2015 – Regular Meeting**

Director Barrera moved to approve the minutes of October 8, 2015 Regular Meeting. The motion was seconded by Vice Chairman Gallegos and carried unanimously.

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### **2-B Consideration and Authorization to request RFP's for Bank Depository Services**

Director Barrera moved to authorize Staff to request RFP's for Bank Depository Services. The motion was seconded by Vice Chairman Gallegos and carried unanimously.

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### **2-C Consideration and Approval of authorizing Staff to transfer funds from Bank of New York Rate Stabilization fund into the Debt Service Fund**

Mr. Adrian Rincones, RMA Controller and Financial Officer advised the Board about the purpose of the request and the reason why the funds needed to be transferred to the Debt Service Fund.

Director Barrera moved to authorize Staff to transfer funds from the Bank of New York Rate Stabilization fund into the Debt Service Fund. The motion was seconded by Vice Chairman Gallegos and carried unanimously.

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**2-D Consideration and Approval of an Economically Disadvantaged County Program Application for the SH 32 Phase I (from I69E to FM 3068) and Phase II (from FM 3068 to 1.35 miles North East to proposed Port entrance) and authorize the Cameron County Regional Mobility Authority Chairman to sign any related documents to the Program Application and submit to the Texas Department of Transportation**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the purpose of this application and advised the Board of the savings to the CCRMA.

Director Barrera moved to approve an Economically Disadvantaged County Program Application for the SH 32, Phase 1 and Phase II Projects and authorize the Chairman to sign any documents needed by TxDOT for the application. The motion was seconded by Vice Chairman Gallegos and carried unanimously.

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**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.

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

**The Claims are as follows:**

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**3-B Consideration and Approval of Agreement with TXP, Inc. to assist with the creation of the County Wide Transportation Reinvestment Zone**

Mr. Pete Sepulveda, Jr., RMA Executive Director advised the Board about the need to create a County Wide Transportation Reinvestment Zone (TRZ) versus the current TRZ's the CCRMA has from the County. Mr. Sepulveda went over the fact that the Attorney General has issued opinions making the use of the current TRZ's difficult. Mr. Sepulveda advised the Board that a meeting was held between the Attorney General's office, the CCRMA's attorney and Chairman Pickett. The outcome of the meeting was very positive and the CCRMA wants to request that the County consider a County wide TRZ. Mr. Sepulveda and Mr. Rincones, RMA Controller and Financial Officer went over the benefits for the CCRMA and are requesting the County for a County wide TRZ.

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

**The Agreement is as follows:**

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**3-C Consideration and Approval of Employment Contract with Pete Sepulveda, Jr., Cameron County Regional Mobility Authority Executive Director**

Director Barrera moved to approve Employment Contract with Pete Sepulveda, Jr., RMA Executive Director subject to changes to the Contract. The motion was seconded by Vice Chairman Gallegos and carried unanimously.

**EXECUTIVE SESSION ITEMS**

Vice Chairman Gallegos moved to go into Executive Session. The motion was seconded by Director Esparza and carried unanimously, the Board met in Executive Session at 12:21 P.M. to discuss the following matter(s):

**EXECUTIVE SESSION:**

**4-A Deliberation and Discussion concerning the evaluation and duties of Cameron County Regional Mobility Authority Executive Director, Pete Sepulveda, Jr., pursuant to V.T.C.A., Government Code, Section 551.074**

Upon motion by Vice Chairman Gallegos and seconded by Director Esparza and carried unanimously, the Board reconvened into open Session at 12:47 P.M.

**ACTION RELATIVE TO EXECUTIVE SESSION:**

**5-A Deliberation and Discussion concerning the evaluation and duties of Cameron County Regional Mobility Authority Executive Director, Pete Sepulveda, Jr., pursuant to V.T.C.A., Government Code, Section 551.074**

Vice Chairman Gallegos moved to acknowledge the report. The motion was seconded by Director Esparza and carried unanimously.

**ADJOURNMENT**

There being no further business to come before the Board and upon motion by Director Esparza seconded by Secretary Garza and carried unanimously the meeting was **ADJOURNED** at 12:50 P.M.

APPROVED this 12<sup>th</sup> day of November 2015.

  
\_\_\_\_\_  
CHAIRMAN DAVID E. ALLEX

ATTESTED:   
\_\_\_\_\_  
SECRETARY DAVID N. GARZA

**2-B    CONSIDERATION AND AUTHORIZATION TO REQUEST RFP'S FOR  
BANK DEPOSITORY SERVICES**

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY (CCRMA)  
BANK DEPOSITORY SERVICES**

October 22, 2015

(956) 621-5571  
(956) 621-5590 Fax  
[www.ccrma.org](http://www.ccrma.org)

3461 Carmen Ave  
Rancho Viejo, Texas 78575

Request for Proposals  
**RFP#2015.02**  
CCRMA Bank Depository Services

**Closing Date & Time:**  
November 20, 2015

RFP Schedule	Dates
CCRMA Releases RFP	October 22, 2015
Deadline for Questions	November 3, 2015
Deadline for Responses to Questions	November 9, 2015
Proposal Deadline @5pm	November 20, 2015
Selected Proposal for Board Recommendation	December 10, 2015
Successful Proposal Announced	December 11, 2015
Implementation Begins	December 15, 2015
Bank Depository Agreement Begins	January 15, 2016

## Introduction

Attached is an application for depository of public funds for the Cameron County Regional Mobility Authority (CCRMA). The CCRMA is a local government authorized for creation by the Texas Transportation Commission on September 30, 2004. The CCRMA was created to improve mobility, relieve congestion, promote economic development, and ensure efficient trade corridors through the development of transportation projects. The CCRMA is headquartered in Cameron County with its main office located in the Town of Rancho Viejo.

All RFP documents will be made available through the CCRMA website under the Depository Services RFP link found at [www.ccrma.org/about/rfp](http://www.ccrma.org/about/rfp)



## Qualifications and Submission Instructions

### I. Local Presence Required

To assure a close working relationship, the proposer must have a local presence within Cameron County. Bank Officers capable of servicing the CCRMA's day to day depository needs should also be located within Cameron County.

### II. Submittal instructions

The proposal must include a response to each question found in the attached exhibit forms along with a sample contract of depository services. If the proposer intends to not provide a service listed on the attached exhibits, it must indicate so with a response of N/A.

Five copies of Proposal must be received in the CCRMA Office Attn: Chief Financial Officer 3461 Carmen Ave, Rancho Viejo Tx 78575 with a digital copy on CD or Pen Drive or link to documents submitted via email to [rfp@ccrma.org](mailto:rfp@ccrma.org) no later than 5:00 P.M., Friday, **November 20, 2015**.

All questions relating to the RFP shall be submitted via email to [rfp@ccrma.org](mailto:rfp@ccrma.org) and will be posted under a questions and answers tab under the RFP link on CCRMA's website.

The CCRMA Board of Directors reserves the right to reject in part or in whole any or all proposal applications, waive minor technicalities, and award the proposal to the financial institution which best serves the interest of the Cameron County Regional Mobility Authority.

**THE CCRMA EXPRESSLY REQUESTS THAT BANKS NOT DISCUSS THIS ENGAGEMENT OR THE BANK'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER BANKS OR ANY MEMBER OF THE CCRMA BOARD OF DIRECTORS.**

### III. Financial Institution Qualifications

By submitting a proposal, the Bank certifies that:

1. It does not have any outstanding or unsatisfied financial obligation to the CCRMA and Cameron County.
2. All proposals and pricing are to be firm for sixty (60) days.
3. Award of contracts will be approved by the CCRMA Board of Directors and will be confirmed by an award letter to be signed by the CCRMA Board Chairman.

4. Any deviations from these terms and conditions must be stated as such when submitting the proposal
5. It has executed and submitted the attached non-collusion affidavit, which is attached hereto as Exhibit "B".
6. It has a check fraud protection system such as "Authorized Check Pay" or its equivalent.
7. It has submitted the Bank's Pricing Sheet, which is attached hereto as Exhibit "A".

**DURATION** - Contract duration will be for a two (2) year term with two one (1) year renewal extensions available.

**AWARDING CONTRACT** --CCRMA will award the managing bank contract based on the following criteria:

- Bank's past and prospective financial condition
- Net rate of return on CCRMA funds
- Ability to meet service requirements
- Cost of services
- Community involvement and rating of community reinvestment act provided by the agency of jurisdiction for financial institution.

**SUBMITTING FINANCIAL STATEMENTS** --All banks wishing to be designated as a Managing Bank must state the amount of the Bank's paid-up capital stock and permanent surplus and must submit a statement showing the financial condition of the Bank on the date of the application.

**SUBMISSION OF COMMUNITY REINVESTMENT ACT REVIEW** -- All financial institutions must provide the results of the most recent review of its Community Reinvestment Act provided by the agency of jurisdiction for its operations in Cameron County.

**SUBMISSION OF COMMUNITY INVOLVEMENT STATEMENT** -- All financial institutions must provide a statement summarizing its activities of community involvement in Cameron County.

**GOOD FAITH GUARANTEE** -- Financial institution must submit with the bid application worksheet a certified cashier's check in the amount of one thousand dollars (**\$1,000.00**) payable to the CCRMA as a good faith. The check will be held by the CCRMA until the financial institution is selected and the securities have been pledged.

**AMOUNT TO BE PLEDGED** -- The initial amount of securities to be pledged, at market value, against CCRMA funds shall be no less than 102% of market value of principal and accrued interest on the deposits less any amount insured by the FDIC in order to adequately collateralize the funds of CCRMA according to the laws of the State of Texas and the CCRMA investment policy and shall continuously remain as such. The amount is subject to change as deposits fluctuate, with the approval of the CCRMA Chief Financial Officer. Securities pledged may be held by a Federal Reserve Bank or branch of a Federal Reserve Bank, Federal Home Loan Bank, or a third party bank approved by CCRMA. If the financial institution uses a Letter of Credit, then the Letter of Credit must be of the United States or its agencies and instrumentalities. **Further, upon selection of the depository, the CCRMA Board of Directors will set the required term for the Letter of Credit, which shall be acceptable to the CCRMA.**

**PAYMENT OF SERVICES** – Financial institution will specify fees required for services.

**INVESTMENTS MADE OUTSIDE OF MANAGING BANK** – CCRMA reserves the right to make external investments in accordance with the Laws of the State of Texas and the investment policy of CCRMA, attached hereto as Exhibit “C”.

**INTEREST AND INTEREST RATE** – Variable interest rate bids and fixed interest rate bids on accounts and certificates of deposit shall be quoted by the Bank. CCRMA reserves the right to select the rate most favorable to the agency at any time during the term of the contract, subject to banking laws.

**INTEREST BEARING ACCOUNTS**– CCRMA will have accounts established under these specifications for disbursing checks written on CCRMA funds. Checks and transfers will be written from these accounts. Wire transfers, ACH transfers, internal bank transfers or deposits will be made from these accounts.

## Overview

The CCRMA currently operates with the summarized depository transaction information listed, but not limited to the following:

- A total of four accounts, three operating accounts and one account used for payables
- On average 10 – 25 deposits on a monthly basis
- On average 50 – 150 checks are issued on a monthly basis
- Withdrawals include Wires, ACH for Payroll, Debit Card, and Checks
- Deposits include Cash, Checks, ACH, and Wire Transfers
- Balances range between \$3,000,000 to \$7,000,000 between all accounts

The CCRMA owns and operates the SH550 Toll Road in Brownsville, Tx. The SH550 is a cashless toll road which uses AVI technology and Pay by Mail services to collect user fees. These functions are primarily outsourced by CCRMA to an agency in Austin, TX. The CCRMA is considering the option to bring these operations in house which would require additional depository services. Financial institutions should consider the following information within its proposal and describe any additional services that would be beneficial to the CCRMA and its operations.

The primary operations of a cashless toll road that would impact depository services are the following, but not limited to:

- 10,000 – 25,000 weekly invoices/toll bills to be printed and mailed by CCRMA
- 1,000 – 10,000 weekly payments to be received by mail and in person for CCRMA processing
- Payments to be received by credit/debit cards both online and in person
- Payments received in person by cash and check
- Overpayments received by CCRMA may be eligible for Texas Escheat Property laws

**2-C CONSIDERATION AND APPROVAL OF AUTHORIZING STAFF TO  
TRANSFER FUNDS FROM THE BANK OF NEW YORK RATE  
STABILIZATION FUND INTO THE DEBT SERVICE FUND**



## MEMORANDUM

**TO:** CCRMA Board of Directors

**FROM:** Adrian Rincones  
Chief Financial Officer

**DATE:** October 22, 2015

**SUBJ:** Transfer of Funds from Rate Stabilization Fund to Debt Service Fund 2012, 2014, 2015 Bonds

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As per our trust agreement with Bank of New York Mellon (BNY), we are required to submit a letter of instruction to transfer funds in between trust accounts. Every month we deposit our toll revenues with BNY and a portion flows into the Operation and Maintenance fund and another portion flows into the Rate Stabilization Fund. With this letter of instruction we are requesting these toll revenue funds be moved to the Debt Service Fund in anticipation of our February 2016 Debt Payment. The Rate Stabilization Fund will continue to be replenished on a monthly basis with our toll revenue payments.



October 26, 2015

C. Germaine Morgan  
Vice President  
Client Service Manager  
The Bank of New York Mellon Trust Company, N.A.  
601 Travis St. 16<sup>th</sup> Floor – Houston, TX 77002

Dear Germaine:

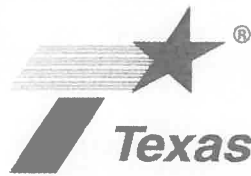
The purpose of this letter is to request The Bank of New York Mellon Trust Company to transfer funds from our reserve account the “Cameron Co RSF Fund Account No. 525046” to our “Cameron Co DS Fund Account No. 525044” in the amount of \$1,131,406. This transfer is intended to cover our February 15, 2016 Debt Service payments for the 2012, 2014, & 2015 Toll Revenue Bonds.

Please advise if you should require additional information on this matter.

Sincerely,

David Allex  
Chairman

**2-D CONSIDERATION AND APPROVAL OF AN ECONOMICALLY DISADVANTAGED COUNTY PROGRAM APPLICATION FOR THE SH 32 PHASE I (FROM I69E TO FM 3068) AND PHASE II (FROM FM 3068 TO 1.35 MILES NORTH EAST TO PROPOSED PORT ENTRANCE) AND AUTHORIZE THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY CHAIRMAN TO SIGN ANY RELATED DOCUMENTS TO THE PROGRAM APPLICATION AND SUBMIT TO THE TEXAS DEPARTMENT OF TRANSPORTATION**



600 W. Interstate 2 | Pharr, Texas 78577-1231 | (956) 702-6100 | www.txdot.gov

October 15, 2015

Mr. David Allex, Chairman  
Cameron County Regional Mobility Authority  
3461 Carmen Avenue  
Rancho Viejo, Texas 78575

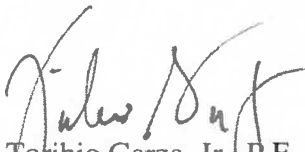
**RE: Economically Disadvantaged County (EDC) Program Applications**  
**SH 32 (Phase I), From I69 to FM 3068**  
**CSJ: 3626-01-001, 1426-01-037**  
**SH 32 (Phase II), From FM 3068 to 1.35 mile NE to Proposed Port Entrance**  
**CSJ#3626-02-001, 1426-01-043, 3626-03-001, 0039-10-076**

Dear Mr. Allex:

Attached for your review and consideration is a partially completed Economically Disadvantaged County (EDC) Program Applications and an Affidavit for the subject project. If the Cameron County Regional Mobility Authority (CCRMA) would like to apply for the EDC reduction on their local participation for Right of Way, please complete the affidavit and return it to the attention of Mr. Homero Bazan, Jr., our Director of Transportation Planning and Development, at the above address for further processing.

Please contact Mr. Bazan or me at (956)702-6100 if you have any questions regarding this submission.

Sincerely,



Toribio Garza, Jr., P.E.  
Pharr District Engineer

Attachments

cc: Homer Bazan, Jr., P.E., Director of Transportation Planning and Development  
Juan Bosquez, P.E., San Benito Area Engineer  
Griselda Saldivar, P.E., Project Manager  
Project File





## ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY CameronAPPLICANT Cameron County RMADistrict Contact InformationNAME: Maricela SalinasTELEPHONE: 956.702.6352

\* If the project is an "OFF-SYSTEM" project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) YES or NO

\* If the applicant is a CITY within an eligible county, please answer the two following questions:

# 1 Economic Development Sales Tax? (Circle as appropriate)

YES or NO

# 2 Population ( 2010 Census)?

PROJECT INFORMATION

UTP PRIORITY STATUS:	CON
CSJ:	0039-10-076
ESTIMATED LETTING DATE	September-16

On-System? ( Circle as appropriate) ☒ YES or NOLOCATION AND LIMITS - Give highway number with limits to and from.SH 4 from SH 32 from 1.35 Mi NE to Proposed Port EntryPROJECT SCOPE- Give type of work.Construct 2 lane undivided roadwayADJUSTMENT RATIONAL- Give reason why the adjustment is needed.

The Cameron County Regional Mobility Authority is within Cameron County which has high unemployment and poverty rates. Addressing the infrastructure demands places a heavy burden on the CCRMA's budget so we request a reduction in the required match for this project.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

TOTAL ADJUSTMENT-				
86				
1. Project Component	2. Est. Total Cost (\$)	3. Local Participation (%)	4. Est. Required Local Match (\$)	5. Local Participation After Adjustment (\$)
Right of Way	\$4,378.75	10%	\$437.88	\$61.30
Preliminary Engineering	\$471,032.00	20%	\$94,206.40	\$13,188.90
			\$0.00	\$0.00
			\$0.00	\$0.00
TOTAL	\$475,410.75		\$94,644	\$13,250

Approved by:

Date:

11.12.15



## ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY CameronAPPLICANT Cameron County RMADistrict Contact InformationNAME: Maricela SalinasTELEPHONE: 956.702.6352

\* If the project is an "OFF-SYSTEM" project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) YES or NO

\* If the applicant is a CITY within an eligible county, please answer the two following questions:

# 1 Economic Development Sales Tax? (Circle as appropriate)

YES or NO

# 2 Population ( 2010 Census)?

PROJECT INFORMATION

UTP PRIORITY STATUS:	CON
CSJ:	1426-01-037
ESTIMATED LETTING DATE	September-16

On-System? ( Circle as appropriate) YES or NOLOCATION AND LIMITS - Give highway number with limits to and from.SH 32 from FM 1419 to FM 3068PROJECT SCOPE- Give type of work.Widen to 4 lane divided urbanADJUSTMENT RATIONAL- Give reason why the adjustment is needed.

The Cameron County Regional Mobility Authority operates within Cameron County which has high unemployment and poverty rates. Addressing the infrastructure demands places a heavy burden on the CCRMA's budget so we request a reduction in the required match for this project.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

TOTAL ADJUSTMENT-				
86				
1 Project Component	2 Est. Total Cost (\$)	3 Local Participation (%)	4 Est. Required Local Match (\$)	5 Local Participation After Adjustment (\$)
Right of Way	\$361,334.45	10%	\$36,133.45	\$5,058.68
Preliminary Engineering	\$1,554,404.00	20%	\$310,880.80	\$43,523.31
			\$0.00	\$0.00
			\$0.00	\$0.00
TOTAL	\$1,915,738.45		\$347,014	\$48,582

Approved by: David S. KellyDate: 11.12.15



## ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY CameronAPPLICANT Cameron County RMADistrict Contact InformationNAME: Maricela SalinasTELEPHONE: 956.702.6352

\* If the project is an "OFF-SYSTEM" project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate)

YES

or

NO

\* If the applicant is a CITY within an eligible county, please answer the two following questions:

# 1 Economic Development Sales Tax? (Circle as appropriate)

YES

or

NO

# 2 Population ( 2010 Census)?

PROJECT INFORMATION

UTP PRIORITY STATUS:	CON
CSJ:	1426-01-043
ESTIMATED LETTING DATE	September-16

On-System? ( Circle as appropriate)

☒ YES

or

NO

LOCATION AND LIMITS - Give highway number with limits to and from.SH 32 from FM 3550 to FM 3551PROJECT SCOPE- Give type of work.Construct 2 lane roadwayADJUSTMENT RATIONAL- Give reason why the adjustment is needed.

The Cameron County Regional Mobility Authority is within Cameron County which has high unemployment and poverty rates. Addressing the infrastructure demands places a heavy burden on the CCRMA's budget so we request a reduction in the required match for this project.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

TOTAL ADJUSTMENT-

86

1. Project Component	2. Est. Total Cost (\$)	3. Local Participation (%)	4. Est. Required Local Match (\$)	5. Local Participation After Adjustment (\$)
Right of Way	\$204,049.75	10%	\$20,404.98	\$2,856.70
Preliminary Engineering	\$565,238.00	20%	\$113,047.60	\$15,826.66
			\$0.00	\$0.00
			\$0.00	\$0.00
<b>TOTAL</b>	<b>\$769,287.75</b>		<b>\$133,453</b>	<b>\$18,683</b>

Approved by:

Date:

11.12.15





## ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY CameronAPPLICANT Cameron County RMADistrict Contact InformationNAME: Maricela SalinasTELEPHONE: 956.702.6352

\* If the project is an "OFF-SYSTEM" project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) YES or NO

\* If the applicant is a CITY within an eligible county, please answer the two following questions:

# 1 Economic Development Sales Tax? (Circle as appropriate) YES or NO# 2 Population ( 2010 Census)? PROJECT INFORMATION

UTP PRIORITY STATUS:	CON
CSJ:	3626-01-001
ESTIMATED LETTING DATE	September-16

On-System? ( Circle as appropriate) YES or NOLOCATION AND LIMITS - Give highway number with limits to and from.SH 32 from US 77/83 near Veterans Int'l Bridge to FM 1419 (Paloma Blanca)PROJECT SCOPE- Give type of work.On new location, construct 6 lanes divided urban (US 77/83 to East Ave.) and 4 lane divided urban (East Ave. to FM 1419)ADJUSTMENT RATIONAL- Give reason why the adjustment is needed.

The Cameron County Regional Mobility Authority operates within Cameron County which has high unemployment and poverty rates. Addressing the infrastructure demands places a heavy burden on the CCRMA's budget so we request a reduction in the required match for this project.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTSTOTAL ADJUSTMENT- 86

1. Project Component	2. Est. Total Cost (\$)	3. Local Participation (%)	4. Est. Required Local Match (\$)	5. Local Participation After Adjustment (\$)
Right of Way	\$1,114,479.45	10%	\$111,447.95	\$15,602.71
Preliminary Engineering	\$501,648.00	20%	\$100,329.60	\$14,046.14
			\$0.00	\$0.00
			\$0.00	\$0.00
TOTAL	\$1,616,127.45		\$211,778	\$29,649

Approved by: Paul E. KellyDate: 11.12.15



## ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY CameronAPPLICANT Cameron County RMADistrict Contact InformationNAME: Maricela SalinasTELEPHONE: 956.702.6352

\* If the project is an "OFF-SYSTEM" project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) YES ☐ or NO ☐

\* If the applicant is a CITY within an eligible county, please answer the two following questions:

# 1 Economic Development Sales Tax? (Circle as appropriate)

YES ☐ or NO ☐

# 2 Population ( 2010 Census)? \_\_\_\_\_

PROJECT INFORMATION

UTP PRIORITY STATUS:	CON
CSJ:	3626-02-001
ESTIMATED LETTING DATE	September-16

On-System? ( Circle as appropriate) YES ☒ or NO ☐LOCATION AND LIMITS - Give highway number with limits to and from.SH 32 from FM 3068 to FM 3550PROJECT SCOPE- Give type of work.Widen to 4 lane divided urbanADJUSTMENT RATIONAL- Give reason why the adjustment is needed.

The Cameron County Regional Mobility Authority operates within Cameron County which has high unemployment and poverty rates. Addressing the infrastructure demands places a heavy burden on the CCRMA's budget so we request a reduction in the required match for this project.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

TOTAL ADJUSTMENT-				
86				
1. Project Component	2. Est. Total Cost (\$)	3. Local Participation (%)	4. Est. Required Local Match (\$)	5. Local Participation After Adjustment (\$)
Right of Way	\$706,029.65	10%	\$70,602.97	\$9,884.42
Preliminary Engineering	\$1,460,198.00	20%	\$292,039.60	\$40,885.54
			\$0.00	\$0.00
			\$0.00	\$0.00
TOTAL	\$2,166,227.65		\$362,643	\$50,770

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

11.12.15



## ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY CameronAPPLICANT Cameron County RMADistrict Contact InformationNAME: Maricela SalinasTELEPHONE: 956.702.6352

\* If the project is an "OFF-SYSTEM" project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) YES or NO

\* If the applicant is a CITY within an eligible county, please answer the two following questions:

# 1 Economic Development Sales Tax? (Circle as appropriate) YES or NO

# 2 Population ( 2010 Census)? \_\_\_\_\_

PROJECT INFORMATION

UTP PRIORITY STATUS:	CON
CSJ:	3626-03-001
ESTIMATED LETTING DATE	September 16

On-System? ( Circle as appropriate) ☒ YES or NOLOCATION AND LIMITS - Give highway number with limits to and from.SH 32 from FM 3551 to SH 4PROJECT SCOPE- Give type of work.On new location, construct 2 lane roadwayADJUSTMENT RATIONAL- Give reason why the adjustment is needed.

The Cameron County Regional Mobility Authority is within Cameron County which has high unemployment and poverty rates. Addressing the infrastructure demands places a heavy burden on the CCRMA's budget so we request a reduction in the required match for this project.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTSTOTAL ADJUSTMENT- 86

1. Project Component	2. Est. Total Cost (\$)	3. Local Participation (%)	4. Est. Required Local Match (\$)	5. Local Participation After Adjustment (\$)
Right of Way	\$514,065.25	10%	\$51,406.53	\$7,196.91
Preliminary Engineering	\$447,480.00	20%	\$89,496.00	\$12,529.44
			\$0.00	\$0.00
			\$0.00	\$0.00
TOTAL	\$961,545.25		\$140,903	\$19,726

Approved by: [Signature]Date: 11.12.15

### **3-A APPROVAL OF CLAIMS**



## MEMORANDUM

**TO:** Chairman and Board Members

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

**RE:** Claims Item 3A

**DATE:** October 26, 2015

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Attached are the Claims paid on October 11, 13, and 16 that are being presented for the Board acknowledgment.

October 11

- Dylbia L. Vega – Legal support for September
- Franco San Miguel – Toll maintenance support for September
- Matus Contractor – Landscaping at Rancho Viejo Office

October 13

- Matus Contractor – Landscaping at Rancho Viejo Office

October 16

- Adrian Rincones – Reimbursement for email hosting, TSCPA Membership dues, office supplies/software, and meal for board meeting
- Entravision Communications – Monthly marketing services for October 2015
- Franco San Miguel – Reimbursement for equipment rental and supplies
- Matus Contractor – landscaping at Rancho Viejo Office
- R Communications – Radio marketing services for September 2015
- Relient – Monthly utilities for CCRMA office
- The Brownsville Herald – RFP modification
- Verizon Wireless – Wireless hotspot
- VMUD – Monthly utilities and Rancho Viejo Office
- Wing Barn – Marketing gift cards for toll tags
- Xerox – Monthly lease for printer



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

Invoices Selected for Payment - Claims to be Paid

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description
DYLBIA L. VEGA	DYLBIA L JEFFERIES VEGA	DJV 09/2015	1,100.00	Legal and toll maintenance Support for September
Franco San Miguel	FRANCISCO J SANMIGUEL	FS 9/2015	1,750.00	Legal and toll maintenance Support for September
Matus Contractor ...	Matus Contractor Company	MCC 10.7.15	500.00	Landscaping at Rancho Office
Report Total			3,350.00	

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

Invoices Selected for Payment - Claims to be Paid

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Cash Required</u>	<u>Invoice/Credit Description</u>
Matus Contractor ...	Matus Contractor Company	25	<u>4,000.00</u>	Landscaping on SH550 1st installment
Report Total			<u>4,000.00</u>	

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

Invoices Selected for Payment - Claims to be Paid

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description
Adrian	Adrian Rincones	AR 10.12.15	42.61	Reimbursement for Email Hosting
Adrian	Adrian Rincones	AR 10.15.15	315.00	Dues for TSCPA Membership
Adrian	Adrian Rincones	AR 10.15.15-1	318.86	Reimbursement for office supplies/software
Adrian	Adrian Rincones	AR 10.8.15	219.15	Meal for Board Meeting
Entravision	Entravision Communications	11	1,000.00	Monthly Marketing Services for October 2015
Franco San Miguel	FRANCISCO J SANMIGUEL	FS 10.15.15	285.03	Reimbursement to Franco for Equipment Rental & Supplies
Matus Contractor ...	Matus Contractor Company	27 partial	1,000.00	Landscaping services at CCRMA headquarters
Matus Contractor ...	Matus Contractor Company	28	100.00	Landscaping services at CCRMA headquarters
R Communications	R Communications	9.30.15	1,237.00	Radio Marketing services for September 2015
Reliant	Reliant	129003906441	264.07	Monthly Utilities CCRMA Office
The Brownsville H...	The Brownsville Herald	40016751-0915	1,157.25	BOS RFP Modification
Verizon Wireless	Verizon Wireless	7263774017	52.15	wireless hotspot Sep-Oct 12
VMUD	Valley Municipal Utility District	VMUD Sep 2015	38.32	Monthly utilities for water at CCRMA office
Wing Barn	Wing Barn LC	10.13.15	250.00	Promotional Gift Cards for select tag marketing campaign
Xerox	Xerox	081534859	457.89	Monthly lease for Xerox printer
Report Total			6,737.33	



## MEMORANDUM

**TO:** Chairman and Board Members

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

**RE:** Claims Item 3A

**DATE:** October 26, 2015

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Attached are the Claims being presented for consideration and payment.

The Claims include:

- Bryant & Stingley – Legal court report for West Rail MCAR
- Harlingen Area Educational Foundation – Leadership Training for staff
- HNTB – Route & Design and Environment for SPI project for June 2015
- Locke Lord – Legal services for August 2015; SPI Project Financing and general services
- Lone Star Shredding – document shredding services
- Matus Contractor – landscaping work at Rancho Viejo, final installment and final payment for SH 550 landscaping

I recommend approval of the invoices.

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

Invoices Selected for Payment - Claims to be Paid

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description
Bryant & Stingley	Bryant & Stingley, Inc	Y5400	788.45	Legal court reporting West Rail MCar
Harlingen Area	Harlingen Area Educational Foundation	HAEF-10.2015	150.00	Leadership Training - Staff
HNTB	HNTB CORPORATION	117R-40619-PL-017	65,139.38	Route & Design, and Environmental SPI June 2015
HNTB	HNTB CORPORATION	118-40619-PL-017	36,052.11	Environmental Studies July 2015
Locke Lord	Locke Lord LLP	1162760	624.00	Legal services for August 2015
Locke Lord	Locke Lord LLP	1162761	708.00	Legal services for August 2015
Locke Lord	Locke Lord LLP	1162762	3,740.00	Legal services for August 2015
Locke Lord	Locke Lord LLP	1162763	2,240.00	Legal services on SPI Project Financing
Lone Star Shredding	Lone Star Shredding Document Storage	1921606	52.50	Document Shredding Service
Matus Contractor ...	Matus Contractor Company	27 - Final	250.00	Final installment for Office Landscape work
Matus Contractor ...	Matus Contractor Company	29	8,500.00	Final payment for SH550 Landscaping for the first quarter
Report Total			118,244.44	

**3-B    CONSIDERATION AND APPROVAL OF AGREEMENT WITH TXP,  
INC. TO ASSIST WITH THE CREATION OF THE COUNTY WIDE  
TRANSPORTATION REINVESTMENT ZONE**



October 22, 2015

Mr. David E. Allex  
Chairman  
Cameron Country Regional Mobility Authority  
3461 Carmen Avenue  
Rancho Viejo, Texas 78575

Dear Chairman Allex,

Thank you for the opportunity to provide consulting services to Cameron County and the Cameron Country Regional Mobility Authority (Client). This letter summarizes our conversations regarding an analysis related to a potential countywide transportation reinvestment zone (TRZ) and will serve as the agreement between TXP, Inc. (TXP) and the Client.

**Scope of Services**

The attached document outlines the specific tasks, deliverables, and staff allocation. The attached document will serve as the scope of work and agreement for this project.

**Estimated Timeline**

This assessment should be completed within approximately 90 days.

**Professional Fee & Payment Schedule**

The professional fee for this project will not exceed \$39,750. This fee includes all "normal" costs of doing business (ex. phone, fax, and routine copying costs). Travel expenses and other Client approved costs will be billed at cost to the client not to exceed \$2,680. TXP will invoice Client monthly. The Client agrees to pay TXP within 30 days of receiving an invoice.

If this document accurately summarizes the terms of our agreement, please sign below on this and the attached copy. Retain one copy for your records and return one to me.

Best regards,

A handwritten signature in blue ink, appearing to read "Travis D. James".

Travis D. James  
Vice President S

Agreed to by:

SIGNATURE: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

CLIENT COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

A handwritten signature in blue ink, appearing to read "David E. Allex".  
\_\_\_\_\_  
David E. Allex  
CCRMA  
10.26.15

Thursday, October 22, 2015

	Jon Hockenyo Sr. Economist	Travis James Economist	Jeanette Rottas Economist/GIS	
<b>Task 1 - Review Tax Base Growth in Cameron County</b>				
Collect historic tax base values for Cameron County	0	4	4	
Review historic population and employment growth for Cameron County and cities	4	8	4	
Analyze the relationship between population growth and tax base growth by Cameron County region	4	16	12	
Document findings and results	4	8	8	
Subtotal	12	36	28	
<b>Task 2 - Estimate Total Tax Revenue Generated by Existing TRZ 1-5</b>				
Review existing TRZ growth scenarios	2	4	4	
Validate and update tax revenue forecasts	0	2	2	
Estimate total TRZ tax revenue over next 30 years	2	8	6	
Document findings and results	2	4	4	
Subtotal	6	18	16	
<b>Task 3 - Forecast Overall Property Tax Growth for Cameron County</b>				
Forecast population and employment growth for Cameron County over next 30 years	2	4	4	
Estimate property tax base growth for Cameron County	4	16	8	
Create tax revenue growth scenarios based on tax rate assumptions	4	8	8	
Document findings and results	4	8	8	
Subtotal	14	36	28	
<b>Task 4 - Review Cost Estimates for all Projects in TRZ List</b>	4	4	4	
<b>Task 5 -Estimate Increment Value for a Countywide TRZ Required to Support Project List</b>	4	12	4	
<b>Task 6 - Public Meetings, Team Meetings, Public Notice, etc.</b>	4	16	16	
<b>Estimated Hours</b>	44	122	96	
<b>Hourly Rate</b>	\$200	\$175	\$100	
<b>Estimated Cost</b>	<b>\$8,800</b>	<b>\$21,350</b>	<b>\$9,600</b>	<b>\$39,750</b>
<b>Travel</b>	<b>Units</b>	<b>Cost</b>	<b>Total</b>	
air trips @ \$350.00 each	5	\$350.00	\$1,750.00	
rental cars @ \$50.00 each	5	\$50.00	\$250.00	
parking @ \$15.00 each	5	\$15.00	\$75.00	
lodging @ \$85.00 each	5	\$85.00	\$425.00	
meal per diem @ \$36.00	5	\$36.00	\$180.00	<b>\$2,680</b>
			<b>Project Total</b>	<b>\$42,430</b>



**3-C    CONSIDERATION AND APPROVAL OF EMPLOYMENT CONTRACT  
WITH PETE SEPULVEDA, JR., CAMERON COUNTY REGIONAL  
MOBILITY AUTHORITY EXECUTIVE DIRECTOR**

EMPLOYMENT AGREEMENT BETWEEN  
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY  
AND  
PETE SEPULVEDA, JR.

THIS EMPLOYMENT AGREEMENT (this "Agreement") is effective as of the 1<sup>st</sup> day of October 2015 (the "Effective Date"), by and between Cameron County Regional Mobility Authority ("CCRMA") and Pete Sepulveda, Jr. ("Employee"). This Agreement hereby supersedes any other employment agreements or understandings, written or oral, between CCRMA and Employee.

RECITALS

WHEREAS, CCRMA desires to employ Employee in an executive capacity on the terms and conditions and for the consideration set forth herein; and

WHEREAS, Employee desires employment with CCRMA on such terms and conditions and for such consideration.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and obligations contained herein, CCRMA and Employee agree as follows:

AGREEMENT

1. Employment. CCRMA agrees to employ Employee, and Employee agrees to be employed by CCRMA, subject to the terms and conditions of this Agreement, beginning as of the Effective Date and continuing for the term hereof.

2. Duties. CCRMA hereby employs Employee in the position of Executive Director of CCRMA. Employee agrees to serve in such position and to perform diligently and to the best of his abilities the duties and services pertaining to such office as set forth in the Bylaws of CCRMA in effect on the Effective Date, as well as such additional duties and services appropriate to such office as the Board of Directors of CCRMA (the "Board of Directors") may reasonably assign to Employee from time to time. Employee hereby accepts this employment upon the terms and conditions herein contained, and agrees to devote his time, attention and efforts to promote and further the business of CCRMA.

3. Term and Termination.

3.1. Term. Employee's employment under this Agreement is effective as of the Effective Date and will continue in effect until the third anniversary of the Effective Date, such that the Agreement will terminate on October 1, 2018, unless Employee's services are terminated in accordance with Section 3.2 ("Term"). At the end of the Term, the parties may agree to renew, extend, or modify the Agreement, execute a new agreement, or terminate their relationship. Notwithstanding the foregoing, the parties may agree to conduct an Optional Review (as defined in Section 4.1(b)) at any time prior to the expiration of the Term.

3.2. Termination of Employment. Employee's services under this Agreement may be terminated prior to the third anniversary of the Effective Date as follows:

(a) Termination by Mutual Consent. This Agreement may be terminated at any time by the written mutual consent of CCRMA and Employee.

(b) Termination by CCRMA for Cause. CCRMA shall be entitled to terminate Employee's employment at any time for Cause (as defined below) by the delivery to Employee of a written notice of termination stating the effective date of termination and the basis upon which this Agreement is being terminated. In the event of a termination for Cause, Employee will be entitled to such Base Salary (as hereinafter defined), benefits and other payments, if any, as have accrued under this Agreement through the effective date of termination, less any costs incurred or losses resulting from Cause pursuant to this Subsection 3.2(b), but will not be entitled to any other salary or benefits or other compensation after such date other than such benefits as are required to be extended by law.

As used in this Agreement, the term "Cause" means: (i) Employee's breach of any material obligations under this Agreement; (ii) Employee's gross negligence or willful misconduct in performance of the duties and services required of him pursuant to this Agreement; (iii) an act by Employee of dishonesty or breach of fiduciary duty involving personal profit; (iv) Employee's willful violation of any criminal law involving moral turpitude, (v) substance or alcohol abuse by Employee that materially impairs his ability to perform his duties as determined by a physician retained by CCRMA, or the refusal of Employee to submit to an examination by such physician, (vi) material act or acts of dishonesty or disloyalty by Employee adversely affecting CCRMA; or (vii) Employee's conviction of a felony.

(c) Termination by CCRMA without Cause. Employee's employment hereunder may be terminated by CCRMA at any time without Cause by the delivery to Employee by CCRMA of a written notice of termination. Upon such termination, Employee will be paid such Base Salary, benefits and any other payments, if any, as have accrued under this Agreement through the effective date of termination. In addition, if Employee's employment is terminated without Cause as provided in this Section 3.2(c) during years one or two of the Term, Employee shall be entitled to receive as severance compensation the Base Salary for a period of 270 days after the effective date of termination. If Employee's employment is terminated without cause as provide in this Section 3.2(c) during year three of the Term, Employee shall be entitled to receive as severance compensation the Base Salary for a period of 360 days after the effective date of termination.

(d) Termination upon Death or Disability of Employee. Upon termination of Employee's employment hereunder due to his death or disability, Employee or his beneficiary as designated in writing to CCRMA (or his estate, if no such beneficiary has been designated) will be entitled to such Base Salary, benefits and other payments, if any, as have accrued under this Agreement for a period of 120 days after such death or disability. The term "disability" shall mean any physical or mental impairment or condition resulting from an accident, sickness or other circumstance which impairment (despite reasonable accommodation) renders

Employee mentally or physically incapable of performing the duties and services required of him hereunder for 90 days out of any 120 day period as determined by a mutually agreed upon licensed physician who specializes in diagnosing and/or treating a disability of the type afflicting Employee and as defined herein.

4. Compensation. During the term of this Agreement, CCRMA shall compensate Employee for all services rendered by Employee as follows:

4.1. Base Salary.

(a) Effective as of the Effective Date, the base salary payable to Employee shall be \$18,750 per month (or \$225,000 per year) (the "Base Salary"), which shall be payable, less applicable withholding for federal and other required taxes, in bi-weekly installments or otherwise in such manner as the salaries of other employees of CCRMA are paid in accordance with CCRMA's standard payroll procedures, but not less frequently than monthly.

(b) Employee's performance and Base Salary shall be subject to annual review by the Board of Directors. In addition, both parties may mutually agree in writing to conduct a performance and Base Salary review at any other point in time ("Optional Review"). At such time as either a scheduled review or an Optional Review is performed, this Agreement may be amended, renewed or modified as a result of such review by mutual agreement of CCRMA and the Employee.

4.2 Deferred Compensation Payments. Future deferred compensation payments, if any, may be awarded at the discretion of the Board of Directors; provided, however, that in the event that any such payments are awarded for services already performed, they shall be paid out of operating revenue of the CCRMA and not out of funds transferred from another public entity which are not operating revenues..

4.3 Other Benefits. During the term of this Agreement, Employee shall be afforded the following benefits as incidences of his employment:

(a) Business Expenses and Education. The CCRMA will reimburse Employee for, or pay on behalf of Employee, reasonable and appropriate expenses incurred by Employee for business related purposes, including expenses incurred in Employee's attendance at conferences/seminars deemed beneficial for both his professional growth and development and that of CCRMA. Membership dues and fees to approved professional associations and organizations will be reimbursed by the CCRMA subject to approval by the Board of Directors. Employee shall report on CCRMA-related travel in accordance with CCRMA travel reimbursement policy.

(b) Insurance Coverage. Employee and, to the extent applicable, Employee's family, dependents and beneficiaries, shall be allowed to participate in all benefits, plans and programs, including improvements or modifications of the same, which are now, or may hereafter be, available to employees of CCRMA generally. Such benefits, plans and programs may include, without limitation, health, dental, and vision insurance or healthcare, dental, and vision care plans (including a flexible benefits plan that allows pre-tax medical and dental deductions). Additionally, Employee shall be provided with (i) life insurance and accidental death and disability ("AD&D") coverage, voluntary supplemental life and AD&D insurance, and long-term disability coverage (ii) life insurance coverage in the amount of \$2,000,000; and (iii) long-term disability coverage in the amount of \$2,500 per week.

(c) Retirement Benefits: Workers' Compensation. Employee shall be entitled to coverage under the retirement and pension plans of the Texas County and District Retirement System ("TCDRS"). Employee shall have workers' compensation benefits as administered by the Texas Municipal League Intergovernmental Risk Pool. Employee shall also be entitled to participate in a deferred compensation plan to be established by the CCRMA, which will be comprised of a 401 (a) plan and a 457 plan. The 457 plan will permit employee contributions with no matching contributions from CCRMA. The deferred compensation plan will be in addition to the TCDRS pension plan.

(d) Reimbursements and Car Allowance. The CCRMA will reimburse Employee for all permissible business travel and other out-of-pocket expenses reasonably incurred by Employee in the performance of his services pursuant to this Agreement. All reimbursable expenses shall be appropriately documented in reasonable detail by Employee upon submission of any request for reimbursement, and in a format and manner consistent with CCRMA's expense reporting policy. CCRMA shall provide Employee with a monthly car allowance in the amount of: \$825 during year one of the term; \$850 during year two of the Term; \$875 during year three of the Term.

(e) Vacation. Employee shall be entitled to vacation and any unused vacation as determined in the most recent version of the CCRMA employee handbook.

(f) Personal Leave/Sick Days. Employee shall be entitled to personal leave and sick days as determined in the most recent version of the CCRMA employee handbook.

(g) Holidays. Employee shall be entitled to paid holidays as determined in the most recent version of the CCRMA employee handbook.

(h) Physical/Substance Screening Examination. Employee, from time to time, may be required to complete a physical examination that will include controlled substance (drug) and alcohol screening tests. Such examinations/tests will be paid for and conducted by a physician(s) or organization of the Board of Director's selection/designation.

5. Miscellaneous.

5.1. Termination Right. CCRMA may terminate Employee's employment, with or without Cause, subject to the provisions herein.

5.2. Governing Law. This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Texas, as applied to contracts made and performed within the State of Texas, without regard to principles of conflicts of law.

5.3. Arbitration. Disagreement or questions of interpretation or conflict regarding this Agreement shall be resolved first through use of a mutually agreed upon Mediator between Employee and CCRMA. Should mediation fail to produce satisfactory results, then the parties agree to settlement of differences of interpretation through use of a registered Arbitrator, designated by the American Arbitration Association and its standard practices. Efforts of the mediation and arbitration processes will be fully utilized prior to any civil redress of issues.

5.4. Entirety Amendments. Waivers. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the subject matter hereof. Employee hereby represents and warrants to CCRMA that there are no other oral or written understandings or agreements between Employee and CCRMA. This Agreement may be amended or modified by mutual agreement of CCRMA and the Employee only in writing executed by both parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a continuing waiver unless otherwise expressly provided.

5.5. Attorney's Fees. In the event that either party is required to obtain the services of an attorney in order to enforce any right or obligation hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs from the other party.

5.6. Assignability Binding Nature. Neither this Agreement nor any right, duty, obligation, or interest hereunder may be assigned or delegated by one party hereto without the prior written consent of the other party hereto. This Agreement is binding upon, and shall inure to the benefit of CCRMA and Employee and their respective successors, permitted assigns, and representatives.

5.7. Headings. The headings of paragraphs contained in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Agreement.

5.8. Severability. If any provision of this Agreement is inoperative or unenforceable for any reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, paragraphs, or subparagraphs of this Agreement shall not affect the remaining portions of this Agreement.

5.9. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement indicating approval by the CCRMA and acceptance by the Employee as of the dates indicated below their respective signatures.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By: \_\_\_\_\_  
David E. Allex, Chairman  
Date Approved: \_\_\_\_\_

EMPLOYEE

By: \_\_\_\_\_  
Pete Sepulveda, Jr.  
Date Accepted: \_\_\_\_\_