

COUNTY OF CAMERON §

12:00 Noon

ABSENT

RMA Minutes\November 12, 2015-Regular\Page 1



AGENDA

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

**Joe G. Rivera and Aurora de la Garza County Annex
1390 West I69E
San Benito, Texas 78586**

Thursday, November 12, 2015

12:00 Noon

PUBLIC COMMENTS:

1. Public Comments

Accepted for Filings in:
Cameron County

On: Nov 09, 2015 at 08:42A

PRESENTATIONS, RESOLUTIONS AND/OR PROCLAMATION ITEMS:

By:
Maggie Pena

2. Presentations/Resolutions/Proclamations

- A. Presentation of the GEC Report for the month of October 2015
- B. Presentation of the Marketing Efforts for the Month of October 2015
- C. Presentation of the Status Report on the Two Gap Projects on SH 550/I 169 by S&B Infrastructure

CONSENT ITEMS:

3. 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 26, 2015 – Special Meeting
 - B. Consideration and Adoption of a Proclamation honoring Ms. Norma Y. Garza, P.E., Advanced Project Development Supervisor and District RMA Coordinator for the Texas Department of Transportation Pharr District, for being selected as the 2015 recipient of the prestigious Luther Deberry award for outstanding contributions to transportation in the State of Texas
 - C. 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:

4. Action Items
 - A. Approval of Claims

- B. Consideration and Approval of the Financial Statements and Budget Amendments for the month of October 2015
- C. Consideration and Approval of Pipeline Right of Way and Easement Agreement between the Cameron County Regional Mobility Authority and Razorback, L.L.C., d/b/a Diamondback Pipeline, L.L.C., for the West Rail Relocation Project
- D. Consideration and Approval of a Resolution Authorizing the investment of Cameron County Regional Mobility Authority funds with Texas Regional Bank in the form of Certificates of Deposits and Authorizing the Cameron County Regional Mobility Authority Investment Officer to proceed with the investment of Certificate of Deposits with Texas Regional Bank
- E. Consideration and Approval of a Master Services Agreement between the Cameron County Regional Mobility Authority and Schneider Electric
- F. Consideration and Approval of Work Authorization No. 1 with Schneider Electric for the Implementation of the Project Host Server
- G. Consideration and Approval of Work Authorization No. 2 with Schneider Electric for the Toll Systems Maintenance Contract
- H. Consideration and Approval of Work Authorization No. 3 with Schneider Electric for the Toll Systems Camera Equipment Repair and Upgrades
- I. Consideration and Approval of an Interlocal Agreement Amendment between the Cameron County Regional Mobility Authority and the Central Texas Regional Mobility Authority for the extension of Toll Maintenance Services through June 30, 2016
- J. Consideration and Approval of an Interlocal Agreement Amendment between the Cameron County Regional Mobility Authority and the Central Texas Regional Mobility Authority for the extension of Toll Processing through the Central Texas Regional Mobility Authority for the Interop HUB through June 30, 2020

EXECUTIVE SESSION:

5. Executive Session

- A. Confer with Legal Counsel regarding the David Garza vs. Cameron County Regional Mobility Authority Case, Cause No. 2015-DCL-05357-H, the legal status of the case, the handling of the case and legal issues pertaining thereto, pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.071(1)(A) (B) and (2).

6. Action Relative to Executive Session

A. Possible Action

ADJOURNMENT:

Signed this 9th day of November 2015

P. E. Alex
David E. Alex
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.

NOTE: Secretary Garza and Director Esparza arrived at 12:03 P.M.

PRESENTATIONS, RESOLUTIONS AND/OR PROCLAMATION ITEMS

2-A Presentation of the GEC Report for the month of October 2015

Mr. Richard Ridings with HNTB went over the status of the CCRMA Projects. Briefed in detail the Board on the SH 32, SPI 2nd Access and Outer Parkway Projects.

Vice Chair Gallegos moved to acknowledge the GEC Report for the month of October 2015. The motion was seconded by Director Esparza and carried unanimously.

The Report is as follows:

2-B Presentation of the Marketing Efforts for the month of October 2015

Director Lopez moved to acknowledge the Marketing Report. The motion was seconded by Vice Chair Gallegos and carried unanimously.

The Report is as follows:

2-C Presentation of the Status Report on the Two Gap Projects on SH 550/I 169 by S&B Infrastructure

Mr. Agustin Ramirez with S&B Infrastructure went over the attached report with the Board.

Secretary Garza moved to acknowledge the report. The motion was seconded by Vice Chair Gallegos and carried unanimously.

The Report is as follows:

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

3-A Consideration and Approval of the Minutes for:

October 26, 2015 - Special Meeting

Vice Chair Gallegos moved to approve the minutes of October 26, 2015 Special Meeting. The motion was seconded by Director Barrera and carried unanimously.

3-B Consideration and Adoption of a Proclamation honoring Ms. Norma Y. Garza, P.E., Advanced Project Development Supervisor and District RMA Coordinator for the Texas Department of Transportation Pharr District, for being selected as the 2015 recipient of the prestigious Luther Deberry award for outstanding contributions to transportation in the State of Texas

Mr. Pete Sepulveda, Jr., RMA Executive Director read the Proclamation into the record.

Vice Chair Gallegos moved to approve the Proclamation. The motion was seconded by Director Barrera and carried unanimously.

The Proclamation is as follow:

3-C 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 the item and advised the Board that this was for design and engineering.

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

The EDC Application is as follows:

ACTION ITEMS

4-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 Esparza moved to approve the Claims. The motion was seconded by Vice Chair Gallegos and carried unanimously.

The Claims are as follows:

4-B Consideration and Approval of the Financial Statements and Budget Amendments for the month of October 2015

Mr. Adrian Rincones, RMA Controller and Financial Officer went over the attached Financial Statements and Budget Amendments for the month of October 2015.

Secretary Garza moved to approve the Financials and Budget Amendments for the month of October 2015. The motion was seconded by Vice Chair Gallegos and carried unanimously.

The Financials and Budget Amendments are as follows:

4-C Consideration and Approval of Pipeline Right of Way and Easement Agreement between the Cameron County Regional Mobility Authority and Razorback, L.L.C., d/b/a Diamondback Pipeline, L.L.C., for the West Rail Relocation Project

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the purpose of the Easement Agreement.

Director Esparza moved to approve the Easement Agreement. The motion was seconded by Director Lopez and carried unanimously.

The Agreement is as follows:

4-D Consideration and Approval of a Resolution authorizing the investment of Cameron County Regional Mobility Authority funds with Texas Regional Bank in the form of Certificates of Deposits and authorizing the Cameron County Regional Mobility Authority Investment Officer to proceed with the investment of Certificate of Deposits with Texas Regional Bank

Mr. Adrian Rincones, RMA Controller and Financial Officer went over the purpose of the item and provided his recommendation to the Board.

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

AYE: Secretary Garza, Director Barrera and Director Lopez

NAY: None

ABSTAINED: Chairman Alex, Vice Chairman Gallegos and Director Esparza

NOTE: Chairman Alex, Vice Chairman Gallegos and Director Esparza abstained from the vote and discussion. All three Directors filed an affidavit of conflict of interest and the Affidavit is filed in the CCRMA's records.

The Resolution is as follows:

4-E Consideration and Approval of a Master Services Agreement between the Cameron County Regional Mobility Authority and Schneider Electric

Mr. Adrian Rincones, RMA Controller and Financial Officer went over the purpose of the item and provided his recommendation to the Board.

Director Esparza moved to approve the Master Services Agreement. The motion was seconded by Vice Chair Gallegos and carried unanimously.

The Agreement is as follows:

4-F Consideration and Approval of Work Authorization No. 01 with Schneider Electric for the Implementation of the Project Host Server

Mr. Adrian Rincones, RMA Controller and Financial Officer went over the purpose of the item and provided his recommendation to the Board.

Director Esparza moved to approve Work Authorization No. 01 with Schneider Electric. The motion was seconded by Vice Chair Gallegos and carried unanimously.

The Work Authorization is as follows:

4-G Consideration and Approval of Work Authorization No. 02 with Schneider Electric for the Toll Systems Maintenance Contract

Mr. Adrian Rincones, RMA Controller and Financial Officer went over the purpose of the item and provided his recommendation to the Board.

Director Esparza moved to approve to approve Work Authorization No. 02 with Schneider Electric for the Toll Systems Maintenance Contract. The motion was seconded by Vice Chair Gallegos and carried unanimously.

The Work Authorization is as follows:

4-H Consideration and Approval of Work Authorization No. 03 with Schneider Electric for the Toll Systems Camera Equipment Repair and Upgrades

Mr. Adrian Rincones, RMA Controller and Financial Officer went over the purpose of the item and provided his recommendation to the Board.

Director Esparza moved to approve Work Authorization No. 03 with Schneider Electric for the Toll Systems Camera Equipment Repair and Upgrades. The motion was seconded by Vice Chair Gallegos and carried unanimously.

The Work Authorization is as follows:

4-I Consideration and Approval of an Interlocal Agreement Amendment between the Cameron County Regional Mobility Authority and the Central Texas Regional Mobility Authority for the extension of Toll Maintenance Services through June 30, 2016

Mr. Adrian Rincones, RMA Controller and Financial Officer went over the purpose of the item and provided his recommendation to the Board.

Director Lopez moved to approve the Interlocal Agreement Amendment between the Cameron County Regional Mobility Authority and the Central Texas Regional Mobility Authority for the extension of Toll Maintenance Services. The motion was seconded by Secretary Garza and carried unanimously.

The Agreement is as follows:

4-J Consideration and Approval of an Interlocal Agreement Amendment between the Cameron County Regional Mobility Authority and the Central Texas Regional Mobility Authority for the extension of Toll Processing through the Central Texas Regional Mobility Authority for the Interop HUD through June 30, 2020

Mr. Adrian Rincones, RMA Controller and Financial Officer went over the purpose of the item and provided his recommendation to the Board.

Director Lopez move to approve the Interlocal Agreement Amendment between the Cameron County Regional Mobility Authority and the Central Texas Regional Mobility Authority for the extension of Toll Processing Services through the Central Texas Regional Mobility Authority. The motion was seconded by Secretary Garza and carried unanimously.

The Agreement is as follows:

EXECUTIVE SESSION ITEMS

Director Lopez moved to go into Executive Session. The motion was seconded by Director Esparza and carried unanimously, the Board met in Executive Session at 12:01 P.M. to discuss the following matter(s):

EXECUTIVE SESSION:

4-A Confer with Legal Counsel regarding the David Garza vs. Cameron County Regional Mobility Authority Case, Cause No. 2015-DCL-05357-H, the legal status of the case, the handling of the case and legal issues pertaining thereto, pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.071(a)(A) (B) and (2)

Secretary Garza moved to **TABLE** the item. The motion was seconded by Vice Chair Gallegos and carried unanimously.

ACTION RELATIVE TO EXECUTIVE SESSION:

5-A Confer with Legal Counsel regarding the David Garza vs. Cameron County Regional Mobility Authority Case, Cause No. 2015-DCL-05357-H, the legal status of the case, the handling of the case and legal issues pertaining thereto, pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.071(a)(A) (B) and (2)

Secretary Garza moved to **TABLE** the item. The motion was seconded by Vice Chair Gallegos and carried unanimously.

ADJOURNMENT

There being no further business to come before the Board and upon motion by Secretary Garza seconded by Vice Chair Gallegos and carried unanimously the meeting was **ADJOURNED** at 12:45 P.M.

APPROVED this 12th day of December 2015.

David E. Allex

CHAIRMAN DAVID E. ALLEX

ATTESTED: 

SECRETARY DAVID N. GARZA

**2-A PRESENTATION OF THE GEC REPORT FOR THE MONTH OF
OCTOBER 2015**

Pete Sepulveda, Jr.
Executive Director
Cameron County Regional Mobility Authority
3461 Carmen Avenue
Rancho Viejo, Texas 78575

HNTB

November 4, 2015

Dear Mr. Sepulveda,

The following is a summary of our progress on the subject projects for the month of October 2015.

Project Management:

General GEC

- Prepared & submitted CCRMA GEC Invoice for work performed on various Work Authorizations from Previous Contract (PC) and Current Contract (CC). Updated and submitted September 2015 GEC report.
- On October 8th, Richard Ridings and Greg Garcia attended the Regular Meeting of the CCRMA Board of Directors.
- On October 26th, Greg Garcia attended the Special Meeting of the CCRMA Board of Directors.
- Assisted CCRMA Controller on activities involving reporting and documentation of invoicing, progress reports and other accounting/billing matters.

South Padre Island Second Access Phase 3A & 3B (PC – Work Authorization No. 17 and CC – Work Authorization No. 2):

This Work Authorization provides engineering and environmental services associated with the development and advancement of the NEPA process for the proposed South Padre Island (SPI) 2nd Access Project in Cameron County, Texas. The proposed Project will provide an alternate route to the Queen Isabella Memorial Causeway; thus, enhancing local and regional mobility, and facilitating effective evacuation of the island in times of disaster, hurricanes, and other emergencies. This Work Authorization continues the environmental and schematic design tasks necessary on the Recommended Preferred Alternative to advance the project to a Record of Decision (ROD).

- HNTB continues to provide assistance and information to CCRMA Board and staff, members of the general public and stakeholders.
- Coordination, including weekly meetings, with TxDOT Pharr District, TxDOT ENV and FHWA has been on-going regarding the FEIS tasks.
- Submitted responses to TxDOT's 90% submittal comments.
- Continued coordination with subconsultants on route and design studies for preparation of 100% submittal (i.e. typical sections, geometric design, preliminary cross sections, preliminary traffic control, 3D modeling, and schematic plan preparation, preliminary construction cost estimate, hydrology, hydraulic studies, drainage design and preliminary bridge layouts).
- Revised master design schedule and submitted to subconsultants for review.

- Continued coordination with subconsultants on geotechnical services.
- Summary report of Context Sensitive Solutions (CSS) workshops and survey results are complete.
- First draft of Final EIS (12/23) has been revised. Backcheck review and comment by CCRMA and TxDOT-Pharr is complete. TxDOT-ENV completed. FHWA review began 10/1/2015.
- Coordinated with subconsultants on FEIS and permitting tasks.
- Responses to TxDOT and FHWA comments on the Seagrass/Wetland Delineation/Vegetation and Habitat Report, EFH Report and Biological Assessment have been addressed and revised documents will be prepared for agency submittal. BA and Sea Grass Mitigation to be submitted to USFWS and NOAA by mid-November.
- Continued coordination with NMFS and TxDOT on questions concerning the Essential Fish Habitat Assessment (EFH). The EFH has been revised and is in final backcheck review by TxDOT and FHWA.
- Continued coordination with CCRMA, TxDOT, USFWS and Conservation Fund to discuss the potential impacts the Migratory Bird Conservation Lands might have on the project. Survey and documentation requirements necessary to prepare the Section 4(f) Determination Package have been submitted to FHWA. Final 4(f) determination pending FHWA review.
- Progressed contracting and coordination with the following subconsultants: SWCA completed remaining archeological work and received concurrence from THC. SWCA has revised the BA for TxDOT, TxDOT-ENV and FHWA comments and submitted the revised Draft BA. The revised Draft BA was submitted to TxDOT and FHWA for back-check on 6/25 and 6/30, respectively. Revised BA submitted to USFWS 8/17. USFWS comments received 9/18 and comment workshop held 10/12 with TxDOT-Pharr, TxDOT-ENV, HNTB and SWCA. BA revisions in progress in preparation for FHWA-HQ review. Belaire Environmental has submitted a Draft Sea Grass Mitigation Plan for TxDOT and FHWA review on 7/7. Belaire Environmental has completed modeling necessary to validate plan. TxDOT-Pharr and TxDOT-ENV comments on Seagrass modeling report resolved in workshop 10/20. Revised report received 10/30. Now beginning scoped pilot studies and permit coordination with USACE, TPWD and GLO.

Olmito Switch Yard & Repair-In-Place Facility (PC – Work Authorization No. 31)

This work authorization provides engineering services throughout the construction duration of the Olmito Switch Yard and Repair-In-Place (RIP) Facility by providing responses to the contractor's Requests for Information, Shop Drawing Review and As-Built construction plans.

- HNTB is assisting with the completion and close out of this project.

West Rail Bypass, CI (PC – Work Authorization No. 33)

This work authorization provides professional services associated with construction inspection phase work for the West Rail Bypass.

- HNTB is assisting with the completion and close out of this project.

Outer Parkway Study (CC – Work Authorization No. 3)

This work authorization provides professional services and deliverables associated with a study for the Outer Parkway. The study is to be performed in a three phase effort to deliver a schematic design for the Outer Parkway project. The phases are:

- TxDOT, CCRMA, and HNTB personnel met to discuss the supplemental work authorization for the Environmental Assessment and Route Studies. The meeting was held at the Joe G. Rivera and Aurora de la Garza County Annex on October 8th. HNTB and TxDOT discussions on-going regarding CDA vs. non-CDA scope needed.
- Classification Letter was signed by TxDOT ENV on February 3rd concurring that the project be classified as an EA and that preparation of an EIS is not required.

SH 32 GEC Preliminary Schematic and Environmental Approval (CC – Work Authorization No. 5)

This work authorization provides professional services for oversight, guidance, agency coordination, and issue resolution, necessary to expedite the preliminary development phases of these two SH 32 projects only. The two projects, which each have logical termini and independent utility, extend from US 77/83 to FM 3068 (herein referred to as SH 32-West) and from FM 3068 to SH 4 (herein referred to SH 32-East). The proposed projects are being developed by two prime subconsultants, (S&B Infrastructure, Ltd. and Traffic Engineers, Inc.) under the oversight of HNTB (GEC).

SH 32 West (Consultant – Traffic Engineers, Inc., or TEI):

- Continued project coordination with TEI.
- Archeological field was completed and report writing is underway.
- Coordinated with TxDOT and USFWS to modify land swap below 40 acres. Exhibit was submitted to TxDOT on 5/26.
- Continued coordination with subconsultant, TxDOT and USFWS to discuss EA and 4(f) requirements for documentation for land swap.
- TxDOT, subconsultants, and HNTB personnel met to discuss IBWC and USFWS coordination next steps, meeting was held via conference call on October 14th.
- HNTB working with TxDOT to revise schedule.

SH 32 East (Consultant - S&B Infrastructure, Ltd., or S&B):

- Continued project coordination with S&B.
- Biological Assessment was revised per TxDOT comments, reviewed by the GEC and resubmitted to the TxDOT Pharr District for back check.
- Submitted schematic GEC comments to subconsultant on 5/27.
- Submitted EA GEC/TxDOT comments to subconsultant on 5/28.
- HNTB back checked S & B EA revisions and resubmitted for ENV review on 9/30/2015
- HNTB held conference call on 10/29/15 with ENV to discuss review status of EA review.

West Rail Bridge – RFI/Shop Drawings Review and CEI for Security Fencing, Gate, Illumination, and DHS Building Components (US portion of bridge only) (PC – Work Authorization No. 69)

- HNTB attended the “soft opening” held on 8/7 which commemorated UPRR’s first train crossing into Mexico using the new bridge. UPRR ran their last train into Mexico on the B&M on 8/6.
- HNTB attended the “grand opening” held on 8/25 which included dignitaries from both the U.S. and Mexico.
- Continue to review and forward contractor’s submittals.
- The contractor continues working on the final punch list items.
- Continue to perform site visits to verify completion of final punch list items.

Consultant Management:

- Continued coordination with subconsultants and S&B Infrastructure as prime consultant on SH 550 Construction management including discussions with USACE officials on wetland mitigation that was performed as part of this project.
- Project was completed and opened to traffic on June 4, 2015 at 4:00 p.m. The 30 day no toll introduction was completed on July 4, 2015.

Agency Coordination:

- Conducted ongoing discussions with CCRMA staff, TxDOT staff and subconsultants for preparation of SPI 2nd Access project (see specifics above), SH 550, Olmito Switch Yard Repair-In-Place Facility construction project, West Rail construction project, SH 32 East Loop EAs and other miscellaneous items.

Best regards,



Richard L. Ridings, P.E.
Vice President

cc: Carlos Lopez, P.E.

October Status Report

HNTB

Project	South Padre Island Phase 3A & 3B	
Work Authorization	17	
Supplemental	2	Affected Env & Env Consequences
Supplemental	3	Affected Env & Env Consequences
Supplemental	4	Affected Env & Env Consequences
Supplemental	6	Affected Env & Env Consequences
Supplemental	7	Affected Env & Env Consequences
Supplemental	8	Affected Env & Env Consequences
Supplemental	9	Affected Env & Env Consequences
Supplemental	10	Affected Env & Env Consequences
Supplemental	11	Affected Env & Env Consequences
Supplemental	12	Affected Env & Env Consequences
Supplemental	13	Affected Env & Env Consequences
Supplemental	14	Affected Env & Env Consequences

WA Cost: \$	2,965,831.00
SA Cost: \$	165,885.00
SA Cost: \$	415,622.00
SA Cost: \$	109,870.00
SA Cost: \$	166,668.00
SA Cost: \$	40,290.00
SA Cost: \$	59,094.00
SA Cost: \$	37,334.00
SA Cost: \$	4,488,102.00
SA Cost: \$	118,256.00
SA Cost: \$	15,827.00
SA Cost: \$	244,621.00
SA Cost: \$	818,241.00
Total Cost: \$	9,645,641.00

Description: This Work Authorization provides engineering and environmental services associated with the development and advancement of the NEPA process for the proposed South Padre Island (SPI) 2nd Access Project in Cameron County, Texas. The proposed Project will provide an alternate route to the Queen Isabella Memorial Causeway; thus, enhancing local and regional mobility, and facilitating effective evacuation of the island in times of disaster, hurricanes, and other emergencies. This Work Authorization continues the engineering and environmental tasks necessary to advance the project to a schematic design of the Recommended Preferred Alternative, FEIS and ultimately to a Record of Decision (ROD).

Scope: Prepare schematic, FEIS and Surveying

Deliverable: Project administration and coordination, schematic design of the Recommended Preferred Alternative, VE study, toll facility study, interim financial and project management plan, base and soil testing and core drilling, traffic forecasting, traffic operational study, PI, CSS, FEIS, Record of Decision (ROD) and surveying

Project Activity**Route and Design Studies**

Status:	Ongoing.
Recent Activity:	Continued to coordinate with subconsultants on schematic, financial plan, traffic analysis and geotechnical surveys.
Upcoming Activity:	Coordination with subconsultant on development of 100% submittal, financial plan and traffic analysis. 1000% TxDOT submittal on 11/02/2015. Complete geotechnical surveys.
Outstanding Issues:	None.

Social, Environmental and Economic Studies

Status:	Ongoing.
Recent Activity:	Continued work on SWA #10 activities, including weekly meetings with TxDOT and FHWA. Seagrass, wetland, vegetation, archeological surveys are under TxDOT review. Coordinated marine archeology work required to review additional anomalies. Coordinated with the USACE regarding potential relocation of the channel. Meet with GIWW user groups. Presented calculations of indirect effects on seagrasses. Coordination with sub-consultants.
Upcoming Activity:	Continue work on SWA #10 activities.
Outstanding Issues:	None.

Field Surveying and Photogrammetry

Status:	Ongoing.
Recent Activity:	Coordination with subconsultants on field surveying. Coordination with subconsultants and affected property owners on ROE. Photogrammetry, LiDAR and bathymetry surveys are complete.
Upcoming Activity:	Perform field surveying.
Outstanding Issues:	Continue to coordinate with affected property owners on ROE.

Task	Status	Date of Anticipated Completion	% Complete
Route and Design Studies	Ongoing	6/30/2016	95%
Social, Environmental and Economic Studies	Ongoing	6/30/2016	95%
Field Surveying and Photogrammetry	Ongoing	6/30/2016	100%

WA Amount:	\$	9,645,641.00	Outstanding Invoice Number	Days Old	Invoice Amount
Billed To Date:	\$	9,316,995.30	119-40619-PL-017	39	\$ 17,952.41
Paid To Date:	\$	9,270,068.68	120-40619-PL-017	7	\$ 28,974.21
Unpaid Balance:	\$	46,926.62			
Funding Source:					
Total: \$					46,926.62

October Status Report

HNTB

Project		Olmito RIP CI Services
Work Authorization	<input checked="" type="checkbox"/>	Construction & Inspection Services
Supplemental	<input type="checkbox"/>	
Supplemental	<input type="checkbox"/>	
Supplemental	<input type="checkbox"/>	

WA Cost: \$ 134,538.00

SA Cost: \$ -

SA Cost: \$

SA Cost: \$

Total Cost: \$ 134,538.00

Description: This Work Authorization is to provide construction inspection (CI) for the Union Pacific Railroad (UPRR) Olmito Yard Repair in Place (RIP) Facility. The construction of this facility allow the UPRR to relocate their current repair in place operations from Harlingen to Olmito and expand their capabilities.

Scope: Construction administration for the Olmito Yard repair-in-place (RIP) facility and lighting. This includes building, equipment, track, drainage, construction sequencing, SWPPP, pay estimates, quantities, and schedule.

Deliverable: Olmito RIP Facility pay estimates, ARRA paperwork, and construction schedule.

Project Activity

Olmito RIP Facility Construction Inspection Services (CI)

Status: Construction at 99% complete.

Recent Activity: None.

Upcoming Activity: BPUB to energize water line. Schedule final walk through with UPRR for facility acceptance.

Outstanding Issues: Awaiting resolution on outstanding SWA. The County had been sent a request to provide warranty deed or metes and bounds for water/sewer line and submit payment on impact fees for both to BPUB.

Task	Status	Anticipated Completion	% Complete
Olmito RIP Facility Construction Inspection Services (CI)			
Project Management, Administration, QA/QC	Ongoing	1/31/2013	100%
Process Invoices and Progress Reports	Ongoing	1/31/2013	100%
Construction Inspection Services			
Construction Management	Ongoing	1/31/2013	100%
Construction Observation and Inspection	Ongoing	1/31/2013	100%
Record Keeping and File Management	Ongoing	1/31/2013	100%
Schedule	Ongoing	1/31/2013	100%
Project Close-Out			
Construction Management	Ongoing	1/31/2013	95%
Record Keeping and File Management	Ongoing	1/31/2013	95%

WA Amount:	\$	134,538.00	Outstanding Invoice Number	Days Old	Invoice Amount
Billed To Date:	\$	134,538.00			
Paid To Date:	\$	134,538.00			
Unpaid Balance:	\$	-			
Funding Source:					
Total:					\$ -

October Status Report

HNTB

Project		South Padre Island Second Access
Work Authorization	2	Route Studies and Environmental
Supplemental	1	Environmental Process Completion
Supplemental	2	Environmental Process Completion

WA Cost: \$	26,444.00
SA Cost: \$	225,575.00
SA Cost: \$	325,212.13
Total Cost: \$	577,231.13

Description: The South Padre Island Second Access project provides engineering and environmental services associated with the development and advancement of the National Environmental Policy Act (NEPA) process. The tasks associated with the project will include the development of an environmental impact statement, alternatives development and evaluation, and related public involvement activities.

Scope: Develop Route and Design, Environmental, Public Involvement, Field Surveying and Photogrammetry studies.

Deliverable: Effort involved in conducting three Public Meetings and associated TWG meetings listed in Project Development Plan and as approved in Phase 2. Preliminary Study Methodology Memorandum. Draft and final preliminary alternative layouts. Draft and final conceptual typical sections and layouts of the reasonable corridor alternatives. Draft technical memorandum. Existing Conditions Assessment summary document. Data Collection Summary Document. Writing of initial Chapters of the NEPA Document.

Project Activity

Environmental
Status:
Recent Activity:
Upcoming Activity:
Outstanding Issues:

Task	Status	Date of Anticipated Completion	% Complete
Environmental Impact Statement (EIS) Phase 2			
Affected Environmental			
Environmental Consequences			
WA Amount: \$	577,231.13	Outstanding Invoice Number	Days Old
Billed To Date: \$	188,619.00	119-62837-PL-002	70
Paid To Date: \$	155,021.75	120-62837-PL-002	42
Unpaid Balance: \$	33,597.25		
Total Accrued Interest			
Funding Source:			
			\$ 33,597.25

HNTB

Project		<u>Outer Parkway Planning Study</u>
Work Authorization	<u>3</u>	<u>Outer Parkway Planning Study</u>
Supplemental		
Supplemental		

WA Cost: \$ 12,200.00

SA Cost: _____

SA Cost: _____

Total Cost: \$ 12,200.00

Description: This work authorization provides professional services and deliverables associated with a study for the Outer Parkway. The study is to be performed in a three phase effort to deliver a schematic design for the Outer Parkway project.

Scope: This Work Authorization includes the development of an environmental and engineering constraints map, environmental constraints report, and corridor identification report to aid in the establishment of the alignment of the Outer Parkway.

Deliverable: Constraints map, environmental constraints/corridor identification report.

Project Activity

Outer Parkway Planning Study

Status:	Complete.
---------	-----------

Recent Activity:

Drafted Environmental Classification letter for FHWA concurrence on EA classification.

Upcoming Activity:

Submit Classification letter to FHWA.

Outstanding Issues: None.

Task			Status	Date of Anticipated Completion	% Complete
Outer Parkway Planning Study					
Project Management and Coordination			Complete	3/1/2011	100%
Data Collection			Complete	3/1/2011	100%
Meetings/Management			Complete	3/1/2011	100%
WA Amount:	\$ 12,200.00	Outstanding Invoice Number	Days Old	Invoice Amount	
Billed To Date:	\$ 12,200.00	1-62837-PL-003	147	\$ 12,200.00	
Paid To Date:	\$ -				
Unpaid Balance:	\$ 12,200.00				
Funding Source:					
			Total:	\$	12,200.00

October Status Report

HNTB

Project SH 32 GEC
 Work Authorization 5 SH 32 GEC

WA Cost: \$ 323,848.00

Total Cost: \$ 323,848.00

Description: This work authorization provides professional services for oversight, guidance, agency coordination, and issue resolution, necessary to expedite the preliminary development phases of these two SH 32 projects only. The two projects, which each have logical termini and independent utility, extend from US 77/83 to FM 3068 (herein referred to as SH 32-West) and from FM 3068 to SH 4 (herein referred to as SH 32-East). The proposed projects are being developed by two prime subconsultants, (S&B Infrastructure, Ltd. and Traffic Engineers, Inc.) under the oversight of HNTB (GEC).

Scope: This Work Authorization allows the GEC to oversee/manage the development of two environmental assessments being prepared for SH 32. The environmental assessments are being prepared by other firms.

Deliverable: Meeting notes, schedules, document reviews, permitting strategies.

Project Activity**East Loop EA**

Status: On-going. SH 32-West EA prepared. SH 32-East EA prepared.

Recent Activity:

Upcoming Activity:

Outstanding Issues: None

Task		Status	Date of Anticipated Completion	% Complete
East Loop EA				
Project Management and Coordination				35%
WA Amount:	\$ 323,848.00	Outstanding Invoice Number	Days Old	Invoice Amount
Billed To Date:	\$ 113,346.80			
Paid To Date:	\$ 113,346.80			
Unpaid Balance:	\$ -			
Funding Source:				
Total:				\$ -

**2-B PRESENTATION OF THE MARKETING EFFORTS FOR THE
MONTH OF OCTOBER 2015**

November 2015 Board Meeting
Marketing Report
Michelle A. Lopez
Marketing & Communications Director



1. WEBSITE-

- a. The CCRMA website is shy of less than 5,000 views to reach a new milestone of 50,000 visitors per month!
- The website has also had multiple updates to its structure making a faster and more responsive. The website is now 50% faster and 63% more responsive when visiting the page through a mobile device.
 - A new interactive map has been released (version 1.0) that replaces SH 550 resources. The same interactive map model will be implemented to the remaining project pages.
 - We are currently collecting feedback and testing new improvements to release version 2.0 and begin the transition of West Rail's interactive page.
 - A short decline in traffic was also observed from Mexican nationals.

We should reach an average of 50k visitors per month before the end of the calendar year. Alongside with our current online ad campaigns to direct traffic to the website, we have hyperlinked multiple campaigns to the site to aid in traffic flow.

Avg. Page views/Month: 45,825/+11.44

Pages/Session: 2.27

% New Sessions: 72.87%

New Visitor vs. Returning Visitor: 72.9% / 27.1%

Regional Visits based on Traffic (US): per month

Brownsville	26,042
McAllen	6,360
Harlingen	3,528
Mission	3,331
San Benito	1,755
Pharr	1,402
Weslaco	980
SPI	921
Edinburg	549
Donna	201

List of Regions based on Traffic (MX):

Monterrey	6,805
Matamoros	5,531
Mexico City	1,328
Reynosa	995
Tampico	498
San Luis Potosi	442
Guadalajara	387
Durango	331
Leon	276

Traffic Acquisition:

Direct 44.98%

www.ccrma.org
www.ccrma.org/about/rfp/
www.ccrma.org/projects/sh550

Referral 26.54%

www.co.cameron.tx.us 30.42%
www.tollroadsnews.com 7.65%
www.txdot.gov 6.31%
www.krgv.com 5.47%

Organic Search 20.66%

Google 75.08%
Bing 14.36%
Yahoo! 8.59%

Social 7.83%

Facebook 90.41%
Twitter 7.63%
LinkedIn 1.96%

Keywords used to search: ccrma, cameron county rma, cameron county regional mobility authority, ccrma.org, ccrma texas, Cameron county regional mobility authority west loop project, ccrma board meetings.

Technical Information:

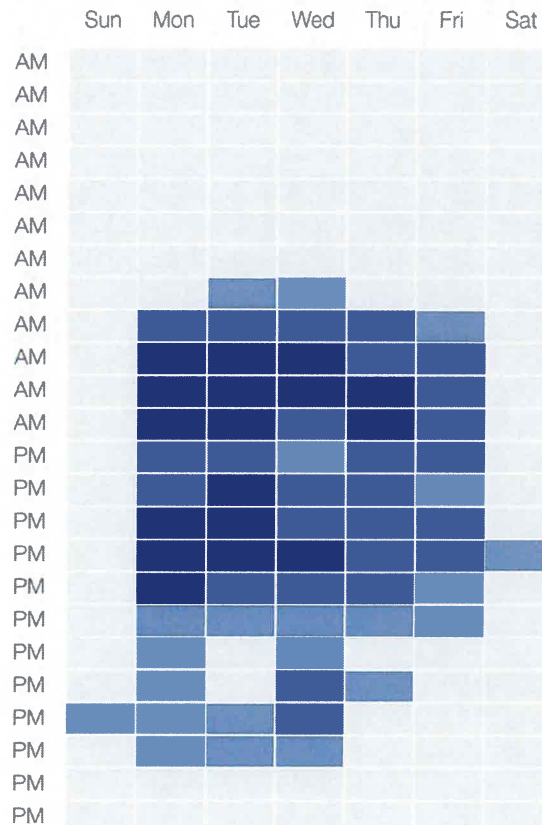
Avg. Page Load Time (sec)	0.32
Avg. Redirection Time (sec)	0.13
Avg. Domain Lookup Time (sec)	0.04
Avg. Page Download Time (sec)	0.61

*Interests based on user's cookies and cached data collected with every visit. This data reflects what each user's primary use for the internet is. Information is based on traffic received from January 01, 2015 - November 1st, 2015.

Time slots:

Darker blue time slots represent when traffic is the heaviest to the website. Light blue represents low web traffic.

We have seen an improved web traffic pattern that spans from Monday to Friday from 8 a.m. to 5 p.m.



1st Level of Interaction:

www.ccrma.org
www.ccrma.org/projects/sh550
www.ccrma.org/projects/westrailrelocation
www.ccrma.org/about/rfp

These are the pages that have captured the most traffic. Once users visit this page, the following levels have been the next pages that they have clicked on.

2nd Level of Interaction:

www.ccrma.org/projects/spi2ndaccess

www.ccrma.org/txtag/

www.ccrma.org/projects/sh550/interactivemap

www.ccrma.org/travel

www.ccrma.org/about/agendas

3rd Level of Interaction:

www.ccrma.org/

www.ccrma.org/projects/spi2ndaccess/resources

www.ccrma.org/projects/spi2ndaccess

www.ccrma.org/projects/sh550

www.ccrma.org/faq

2. SH-550 INTERACTIVE MAP

- a. The SH 550 Interactive Map (version 1.0) has been completely installed and published online. We have now entered a phase where we continue to gather feedback to generate improvements on our next version.

3. "FACE TO FACE" MESSAGES:

- a. New developments are currently in process including our "Face to Face Messages" campaign which will shift our direction to an "ethos-oriented" approach. This will create a higher emotional investment to the general public, and as result, improve engagement, conversion and awareness from residents in Cameron County. This consists of "real" people talking about real problems residents should be invested on.
 - i. These will be video testimonials and some current status shots of roads that will receive the most improvement; i.e. East Loop Project.
 - ii. A list of trucking companies have already committed by phone to participate in this campaign.
 - iii. There's also a possible commitment by the Brownsville Independent School District and Los Fresnos Consolidated Independent School District.
 - iv. Further development of CCRMA's website will also improve in its performance and campaign structure.

4. DIRECT MAIL CAMPAIGN TO LOYAL PAY BY MAIL CUSTOMERS:

- a. We have begun sending batches of 15 letters per week to our loyal customers inviting them to register through either TxTag or PToll. In exchange we'll provide them with a \$10 credit to their new TxTag account or \$10 gift card to Wing Barn.

- b. Walmart hasn't confirmed participation just yet. They're awaiting approval from their corporate office.

5. VETERAN'S DAY AD CAMPAIGN- BROWNSVILLE HERALD

The graphic features a bronze statue of three World War II soldiers in combat, one of whom is raising the American flag. The background is a blue field with white stars. In the top left corner, the CCRMA logo is displayed in blue, with the text 'CAMERON COUNTY REGIONAL MOBILITY AUTHORITY' underneath. Below the CCRMA logo is the 'UfV' logo, where the 'f' is a red script letter. A dark blue horizontal band across the middle of the graphic contains the text 'Thank you, Veterans.' in white. Below this band, the text 'Let's provide our Veterans with better mobility through our United for Veterans Program' is shown, with 'United for Veterans' in red script. This is followed by 'Become a Contributor' and the website 'www.ccrma.org/community' in dark blue. At the bottom, the contact information 'Cameron County Regional Mobility Authority | 3461 Carmen Avenue Rancho Viejo, TX | (956) 621-5571' is printed in black.

CCRMA
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

UfV

Thank you, Veterans.

Let's provide our Veterans with better mobility
through our *United for Veterans* Program

Become a Contributor
www.ccrma.org/community

Cameron County Regional Mobility Authority | 3461 Carmen Avenue Rancho Viejo, TX | (956) 621-5571

6. PRESS RELEASES:



Cameron County Regional Mobility Authority
3461 Carmen Avenue
Rancho Viejo, Texas 78575
P: (956) 621-5580
F: (956) 621-5590
POC: Michelle A. López
Director of Marketing & Communications
mlopez@ccrma.org

Press Release

PROMOTIONAL OFFER FOR DRIVERS OF SH 550 NOW AVAILABLE AT THE CAMERON
COUNTY REGIONAL MOBILITY AUTHORITY OFFICE

*Drivers who switch from Pay-by-Mail to TxTag or PToll™ can receive, for a limited time, \$10 credit
towards their TxTag account or a \$10 Gift Card.*

October 23, 2015 - Rancho Viejo, TX - The Cameron County Regional Mobility Authority (CCRMA) would like to invite those who drive through State Highway 550 (SH 550) without a TxTag or PToll™ to visit their office and take advantage of a promotional offer.

Drivers who enroll with a TxTag or PToll™ are eligible to receive either a \$10 credit towards their new TxTag account or a \$10 Gift Card redeemable at any Wing Barn location in the Rio Grande Valley. The CCRMA encourages all drivers to take complete advantage of using TxTag on their vehicles or enroll with a PToll™ account using their mobile devices to avoid the hassle of paying bills by mail.

Drivers can call or email to schedule a reservation at our office by calling (956) 621-5571 or emailing at info@ccrma.org. The promotion will only be available while supplies last.



Cameron County Regional Mobility Authority
3461 Carmen Avenue
Rancho Viejo, Texas 78575
P: (956) 621-5580
F: (956) 621-5590
POC: Michelle A. López
Director of Marketing & Communications
mlopez@ccrma.org

Press Release

SH 550: INTERACTIVE MAP OF CAMERON COUNTY'S FIRST TOLL ROAD NOW AVAILABLE ONLINE

The Cameron County Regional Mobility Authority (CCRMA) has released its first ever interactive project map of State Highway 550 online to educate the general public of its benefits and components.

October 14, 2015 - Brownsville, TX - The CCRMA has developed a new interactive map of State Highway 550 (SH 550) for both residential and commercial drivers that showcases key components of Cameron County's first toll road. The interactive map, now available online, contains aerial footage, road information, gas consumption and other valuable information for all drivers. By providing these new tools, the CCRMA hopes that all drivers learn exactly how SH 550 operates. The interactive map is also available when accessed through mobile devices to facilitate easy access for all users. In addition, the interactive map will receive continuous updates to ensure customers receive all up-to-date information in regards to the development of SH 550. The CCRMA strives to provide the best customer service possible for all drivers, and the interactive map serves as a strong product of this initiative. The CCRMA invites all visitors to experience the new interactive map, by visiting www.ccrma.org.

7. CCRMA NEWSLETTER

- a. We have sent out the latest newsletter for the month of November.
 - i. Article: CCRMA rolls out SH 550 features
 - ii. Article: Lt. Governor Patrick Launches Major Initiative on Texas Ports
 - iii. Article: County Establishes Regional TRZ
 - iv. Your Voice: Vote Encouraged for Proposition 7

8. SOCIAL MEDIA MARKETING-

- a. CCRMA has currently maintained its current Toll Bill campaign through Facebook. In addition, commercials and press releases have been posted online. Promoted posts have been published on the Facebook page to promote ongoing projects and spread awareness to a new campaign - "Face to Face Messages" which are focused on CCRMA's goals of alleviating congestion relief, traffic safety and enhance mobility.
 - **Page Likes:** 4,880 Total Likes ↑10.6% from last month
 - **Video Views:** 371 Total Views
 - **Post Reach:** 33,085 Total Reach +505.5% from last week

9. TXTAG MOBILE UNIT / COMMUNITY EVENTS

- a. The Mobile Unit participated in the most recent Cyclobia on Sunday, November 1st.
- b. The Mobile Unit participated in Rich's Products' health fair on Friday, October 23rd

10. UNITED FOR VETERANS CAMPAIGN

- a. We will be finalizing a United for Veterans (UFV) sponsor approach as well as implement an ad to the Brownsville Herald.
- b. A press release will also be sent out regarding United for Veterans to obtain better awareness of the program.
- c. Multiple businesses have felt that the program is not incentivized enough towards donors. The feedback has allowed us to include UFV to our "Face to Face Messages" campaign in order to enhance its message to potential donors.

11. IN THE MEDIA:

- a. http://www.brownsvilleherald.com/news/local/article_51699018-82a1-11e5-bd10-f34fec1195f0.html
- b. http://www.brownsvilleherald.com/news/local/article_48ef26be-7c5c-11e5-905b-d3c9e3812d94.html
- c. http://www.valleymorningstar.com/education/tstc/article_25edae7c-6efd-11e5-b008-4347f85af0f6.html

**2-C PRESENTATION OF THE STATUS REPORT ON THE TWO GAP
PROJECTS ON SH 550/I 169 BY S&B INFRASTRUCTURE**

★ SH 550 Gap Project:

1. Submitted the 60% Submittal on 10-9-15 to TxDOT
 - a. Hard Copy of Plans
 - b. Design Summary Report
 - c. 1002 Form
2. Survey Completed
 - a. Control Points
 - b. Connection at the south end of the project (Mainlanes Superelevation Tie-In).
3. Construction Cost Estimate
 - a. \$6.0 Million
4. FHWA Currently Reviewing STIP update to add project to the revised list.
5. Projected Letting March 2016



★ **SH 550-Port Lead:**

1. **Hydraulic & Hydrologic Analysis Completed (October 2015)**
2. **Rational Analysis: <200 acre drainage area.**
 - a. 10 year frequency for open channel
 - b. 100 year frequency as noted in BNSF-UPRR Railway Guidelines for structure crossings
3. **Option 1: 750' Long ditch parallel to railroad with outfall at Loma Alta Lake**
 - a. *Cost: \$185,000.00 w/ ROW acquisition (30')*
 - b. *Cost \$177,000.00 Donated ROW (30')*
4. **Option 2: 850' long westward ditch, jack/bore two 36" RCP's under RR tracks with outfall at existing drain ditch**
 - a. *Cost: \$160,000.00 Requires RR permit to place pipes*

(Costs based on TxDOT Pharr District Avg. Low Bid Unit Prices. Include 15% contingency.)

Preferred Alternative: Option 1



**3-B CONSIDERATION AND ADOPTION OF A PROCLAMATION
HONORING MS. NORMA Y. GARZA, P.E., ADVANCED PROJECT
DEVELOPMENT SUPERVISOR AND DISTRICT RMA
COORDINATOR FOR THE TEXAS DEPARTMENT OF
TRANSPORTATION PHARR DISTRICT, FOR BEING SELECTED AS
THE 2015 RECIPIENT OF THE PRESTIGIOUS LUTHER DEBERRY
AWARD FOR OUTSTANDING CONTRIBUTIONS TO
TRANSPORTATION IN THE STATE OF TEXAS**

**THE STATE OF TEXAS
COUNTY OF CAMERON**

PROCLAMATION

BE IT RESOLVED THAT ON THE 12th DAY OF NOVEMBER, 2015, THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS CONVENED IN A REGULAR MEETING, AND UPON THE REQUEST OF THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS, THE FOLLOWING ITEM WAS PLACED ON THE AGENDA FOR SUCH MEETING, PURSUANT TO GOVERNMENT CODE SECTION 511.041 *ET. SEQ.*, VERNON'S TEXAS CIVIL STATUTES (THE TEXAS OPEN MEETING ACT), TO BE CONSIDERED:

"CONSIDERATION AND ADOPTION OF A PROCLAMATION HONORING MS. NORMA Y. GARZA, P.E., ADVANCE PROJECT DEVELOPMENT SUPERVISOR AND DISTRICT RMA COORDINATOR FOR THE TEXAS DEPARTMENT OF TRANSPORTATION PHARR DISTRICT, FOR BEING SELECTED AS THE 2015 RECIPIENT OF THE PRESTIGIOUS LUTHER DEBERRY AWARD FOR OUTSTANDING CONTRIBUTIONS TO TRANSPORTATION IN THE STATE OF TEXAS."

- WHEREAS,** THE LUTHER DEBERRY AWARD IS NAMED AFTER THE DEPARTMENT'S STATE HIGHWAY ENGINEER WHO SERVED FROM 1973 TO 1980 AND IS PRESENTED TO AN INDIVIDUAL WHO HAS MADE AN OUTSTANDING CONTRIBUTION TO THE STATE IN THE FIELD OF TRANSPORTATION; AND
- WHEREAS,** HONOREE, MS. NORMA Y. GARZA, BEGAN HER TXDOT CAREER AS AN ENGINEERING ASSISTANT IN SOUTH TEXAS AFTER EARNING HER CIVIL ENGINEERING DEGREE FROM TEXAS A&M UNIVERSITY; AND
- WHEREAS,** TODAY, MS. GARZA MANAGES THE PHARR DISTRICT'S REGIONAL MOBILITY AUTHORITY SECTION AND LOCAL GOVERNMENT PROJECTS OFFICE AND SHE ALSO OVERSEES THE DISTRICT'S PROJECT CONSULTANT OFFICE AND THE ENVIRONMENTAL REVIEW SECTION; AND
- WHEREAS,** LIKE LUTHER DEBERRY, MS. GARZA HAS SHOWN TREMENDOUS PASSION FOR SERVING TEXAS AND THE TEXAS DEPARTMENT OF TRANSPORTATION WHICH BEGAN EARLY ON DURING HER CHILDHOOD AS HER FATHER TOO WAS A TXDOT EMPLOYEE FOR MANY YEARS ALLOWING HER TO GROW UP IN THE TXDOT FAMILY; AND
- WHEREAS,** SHORTLY AFTER EARNING HER LICENSE, SHE BECAME A CONSULTANT PROJECT MANAGER WHERE ONE OF HER MAJOR CONTRIBUTIONS WAS OVERSEEING THE ENGINEERING CONSULTANT WHO DESIGNED THE SIX-LANE EXPRESSWAY EXPANSION OF INTERSTATE 69 EAST IN BROWNSVILLE; AND
- WHEREAS,** AFTER THE PROJECT LET, MS. GARZA WAS ASSIGNED AS THE CONSTRUCTION PROJECT ENGINEER LEADING ALL ASPECTS OF THE PROJECT WHICH BECAME A SOURCE OF PRIDE FOR THE ENTIRE DISTRICT; AND
- WHEREAS,** DURING THIS TIME, MS. GARZA WAS ALSO RESPONSIBLE FOR COORDINATING AND LEADING THE DISTRICT'S HURRICANE EMERGENCY EVACUATION EFFORTS; AND
- WHEREAS,** AS A SUPERVISOR OF THE REGIONAL MOBILITY AUTHORITY SECTION, MS. GARZA DEVELOPED PROCEDURES TO MANAGE ALL ACTIVITIES OF THE FIRST TWO RMA'S CREATED IN SOUTH TEXAS; AND

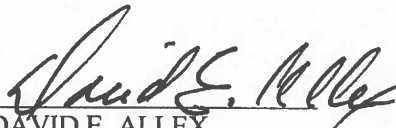
WHEREAS, HER INPUT WAS INVALUABLE AND HER WEALTH OF KNOWLEDGE HELPED TO CREATE AND SOLIDIFY SUCCESSFUL RELATIONSHIPS BETWEEN RMA'S AND TXDOT AND HER EXPERTISE IN THIS AREA LED DISTRICTS ACROSS THE STATE TO SEEK HER ASSISTANCE IN SETTING UP AND ORGANIZING RMA'S; AND

WHEREAS, AS SUPERVISOR OF HER DISTRICT'S LOCAL GOVERNMENT PROJECTS OFFICE, MS. GARZA CURRENTLY OVERSEES 80 PROJECTS INCLUDING PROCUREMENT, DESIGN AND CONSTRUCTION EFFORTS WITH MANY CITIES AND COUNTIES ASSISTING THEM TO FOLLOW THE MANY FEDERAL AND STATE GUIDELINES; AND

NOW, THEREFORE BE IT RESOLVED, THAT WE THE DIRECTORS OF THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY RECOGNIZE TXDOT PHARR DISTRICT EMPLOYEE MS. NORMA Y. GARZA, P.E., FOR ALL OF HER MANY ACCOMPLISHMENTS, FOR HER SUPPORT AND GUIDANCE ON CAMERON COUNTY TRANSPORTATION PROJECTS AND FOR BEING HONORED AS THE 2015 LUTHER DEBERRY RECIPIENT HONOREE.

APPROVED THIS 12TH DAY OF NOVEMBER, 2015.

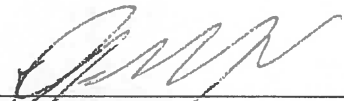
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY



DAVID E. ALLEX
CHAIRMAN



RUBEN GALLEGOS, JR.
VICE CHAIRMAN

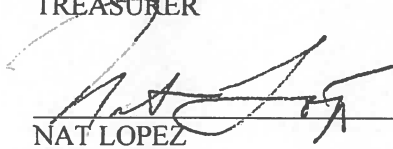


DAVID N. GARZA
SECRETARY

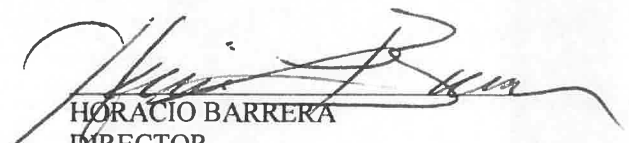
MICHAEL F. SCAIEF
TREASURER



MARK ESPARZA
DIRECTOR



NAT LOPEZ
DIRECTOR



HORACIO BARRERA
DIRECTOR

3-C 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 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



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: _____



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 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	\$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: _____ Date: _____



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 NOLOCATION 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 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	\$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
TOTAL	\$769,287.75		\$133,453	\$18,683

Approved by: _____ Date: _____



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: _____ Date: _____



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 NOLOCATION 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: _____



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: _____ Date: _____

4-A APPROVAL OF CLAIMS



MEMORANDUM

TO: Chairman and Board Members

FROM: Pete Sepulveda, Jr., Executive Director 

RE: Claims Item 4A

DATE: November 12, 2015

Attached are the Claims paid on November 6 that are being presented for the Board's acknowledgment.

November 6

- Adrian Rincones – Reimbursement for postage, 1099 Tax Forms, meal for board meeting, and travel for SPI TxDot meeting
- Aflac – October liabilities
- Angel T. Perez – SH 550 toll maintenance road closure
- CheckMark Payroll – Monthly webclock services
- Culligan of the RGV – water services
- Daniel Huerta - SH 550 toll maintenance road closure
- Design Build Institute of America– conference on Project Infrastructure – County Commissioner
- Ericka Treviño – reimbursement for postage
- Government Finance Officers Association – Annual government GAAP update training
- Megashine – Monthly janitorial services for November
- Prisciliano Delgado – lawn care for Rancho Viejo office
- PUB – Utilities on SH 550
- R Communications – monthly marketing services
- RGV Spotlight – monthly Facebook marketing and office frames
- SPI Chamber of Commerce – marketing on SPI coupon book
- Time Warner Cable – monthly services
- TXU - Utilities on SH 550
- Valley Classified – Veteran's Day ad
- Zeigner Technologies – cloud hosting of accounting software

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 10.26.15	172.80	Reimbursement for Postage and 1099 Tax Forms
Adrian	Adrian Rincones	AR 10.26.15 - 1	99.05	Reimbursement for BOD Meal
Adrian	Adrian Rincones	AR 11.2.15	361.67	Adrian Travel to SPI for TxDot Finance Meeting
AFLAC	Aflac	243358	265.30	October Aflac Liabilities
Angel T Perez	Angel Timoteo Perez	AP 11.5.15	192.50	Sheriff Deputies for 550 Maintenance Road Closure
CheckMark Payroll	CheckMark	111448	11.25	Checkmark Monthly Webclock service
Culligan	Culligan of the Rio Grande Valley	Culligan Oct 2015	54.52	Culligan water service
Daniel Huerta	Daniel Huerta	DH 11.5.15	192.50	Sheriff Deputies for 550 Maintenance Road Closure
Design Build	Design Build Institute of America	704857	550.00	Design Build Conference on Infrastructure Projects - SPI & Outerparkway - County Commissioner
Emp Ericka Trevino	Ericka Trevino	ET 11.4.15	23.94	Employee reimbursement for Postage
GFOA	Government Finance Officers Association	2795644	150.00	Annual Govt GAAP Update Training - Ericka
Megashine	Megashine	1147	950.00	Janitorial services November 2015
Prisciliano Delgado	Prisciliano Delgado	10505	200.00	Lawncare for Rancho Office
PUB	Public Utilities Board	PUB#710 October...	277.27	Utilities on SH550
R Communications	R Communications	IN-XH-1151030111	1,100.00	Monthly Marketing R Communications
RGV Spotlight	RGV Spotlight	INV-0A129282B	400.00	CCRMA Monthly Facebook Marketing
RGV Spotlight	RGV Spotlight	INV-0A12983B	499.12	Frames for Office
SPI Chamber	South Padre Island Chamber of Commerce	10639	295.00	Marketing in SPI coupon Book
Time Warner Cable	Time Warner Cable Business Class	TWC Nov-Dec 2015	504.27	Time Warner Cable
TXU	TXU Energy	056101419555	824.15	Utilities on SH550
Valleywide Classifie	Valleywide Classifieds	50001853	250.00	Newspaper AD in Veterans Day
ZIEGNER	ZIEGNER TECHNOLOGIES	103003	402.00	Cloudhosting of Acct Software
Report Total			7,775.34	

**4-B CONSIDERATION AND APPROVAL OF THE FINANCIAL
STATEMENTS AND BUDGET AMENDMENTS FOR THE MONTH OF
OCTOBER 2015**

SH 550, future I-169, was the first Toll Road in South Texas. Construction began in 2010 and was completed in 2015. The 10-mile Toll Road begins on I69-E and runs along SH 550 to SH 48, creating an alternate route to the Port of Brownsville and South Padre Island.



CCRMA MONTHLY FINANCIAL REPORT OCTOBER 2015

Pete Sepulveda, Jr. Executive Director

Jesus Adrian Rincones, CPA, CFE, Chief Financial Officer

CCRMA MONTHLY FINANCIALS

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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Revenues, Expenditures And Changes in Net Assets - Unposted Transactions Included In Report

From 10/1/2015 Through 10/31/2015

(In Whole Numbers)

	Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original
Operating Revenues				
Vehicle registration fees	230,000	230,000	2,950,000	(2,720,000)
TRZ revenue	0	0	750,000	(750,000)
Other revenue	0	0	1,685,000	(1,685,000)
Total Operating Revenues	<u>230,000</u>	<u>230,000</u>	<u>5,385,000</u>	<u>(5,155,000)</u>
Operating Expenses				
Personnel costs	21,865	21,865	696,520	674,655
Professional services	0	0	25,000	25,000
Contractual services	3,566	3,566	72,000	68,434
Debt interest	0	0	4,030,000	4,030,000
Project expenses	52	52	300,000	299,948
Advertising & marketing	400	400	25,000	24,600
Data processing	547	547	3,250	2,703
Dues & memberships	315	315	15,000	14,685
Education & training	150	150	10,000	9,850
Fiscal agent fees	0	0	25,000	25,000
Insurance	640	640	6,900	6,260
Maintenance & repairs	2,800	2,800	20,500	17,700
Office supplies	405	405	12,000	11,595
Rent	458	458	7,500	7,042
Travel	277	277	35,000	34,723
Utilities	356	356	3,000	2,644
Total Operating Expenses	<u>31,832</u>	<u>31,832</u>	<u>5,286,670</u>	<u>5,254,838</u>
Non Operating Revenue				
Interest income	312	312	20,000	(19,688)
Total Non Operating Revenue	<u>312</u>	<u>312</u>	<u>20,000</u>	<u>(19,688)</u>
Changes in Net Assets	<u>198,480</u>	<u>198,480</u>	<u>118,330</u>	<u>80,150</u>
Net Assets End of Year	<u>198,480</u>	<u>198,480</u>	<u>118,330</u>	<u>80,150</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Revenues and Expenditures - Toll Operations - Unposted Transactions Included In Report
From 10/1/2015 Through 10/31/2015

	Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original
Toll Operating Revenues				
Toll Revenue	45,268.32	45,268.32	260,000.00	(214,731.68)
Toll Violation Revenue	26,350.99	26,350.99	175,000.00	(148,649.01)
Interop Revenue	29,250.00	29,250.00	230,000.00	(200,750.00)
Bridge Interopability	0.00	0.00	10,000.00	(10,000.00)
Other Revenue	0.00	0.00	5,000.00	(5,000.00)
Total Toll Operating Revenues	100,869.31	100,869.31	680,000.00	(579,130.69)
Toll Operating Expenses				
Advertising & Marketing	7,520.00	7,520.00	50,000.00	42,480.00
Contractual	0.00	0.00	24,000.00	24,000.00
Education & Training	0.00	0.00	5,000.00	5,000.00
Maintenance - SH 550	12,698.85	12,698.85	65,000.00	52,301.15
Interop Collection Fees	2,200.00	2,200.00	21,000.00	18,800.00
PBM Add on Fees	4,791.70	4,791.70	21,000.00	16,208.30
PBM Image Review	7,474.67	7,474.67	30,000.00	22,525.33
PBM Pre-Court Program	325.00	325.00	6,000.00	5,675.00
Postage	0.00	0.00	500.00	500.00
Rent	0.00	0.00	1,000.00	1,000.00
Travel	0.00	0.00	8,500.00	8,500.00
Utilities	0.00	0.00	17,500.00	17,500.00
Bridge Interoperability Administration Fee	0.00	0.00	1,500.00	1,500.00
Bridge Interoperability Maintenance	0.00	0.00	12,000.00	12,000.00
Toll Road Property Insurance	13,253.75	13,253.75	50,000.00	36,746.25
Toll Operational Support	17,556.00	17,556.00	61,000.00	43,444.00
Toll System Provider Maintenance	0.00	0.00	226,300.00	226,300.00
Total Toll Operating Expenses	65,819.97	65,819.97	600,300.00	534,480.03
Changes in Net Assets	35,049.34	35,049.34	79,700.00	(44,650.66)

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
 Combined Statement of Revenues and Expenses - Unposted Transactions Included In Report
 From 10/1/2015 Through 10/31/2015

	Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original
Operating Revenues				
Vehicle registration fees	230,000.00	230,000.00	2,950,000.00	(2,720,000.00)
Toll revenues	100,869.31	100,869.31	675,000.00	(574,130.69)
TRZ revenue	0.00	0.00	750,000.00	(750,000.00)
Other revenue	0.00	0.00	1,690,000.00	(1,690,000.00)
Total Operating Revenues	330,869.31	330,869.31	6,065,000.00	(5,734,130.69)
Operating Expenses				
Personnel costs	21,865.30	21,865.30	696,520.00	674,654.70
Accounting software and services	727.00	727.00	9,900.00	9,173.00
Professional services	0.00	0.00	125,000.00	125,000.00
Contractual services	3,566.00	3,566.00	96,000.00	92,434.00
Debt interest	0.00	0.00	4,030,000.00	4,030,000.00
Project expenses	52.15	52.15	300,000.00	299,947.85
Advertising & marketing	7,920.00	7,920.00	75,000.00	67,080.00
Data processing	546.90	546.90	3,250.00	2,703.10
Dues & memberships	315.00	315.00	15,000.00	14,685.00
Education & training	150.00	150.00	15,000.00	14,850.00
Fiscal agent fees	0.00	0.00	25,000.00	25,000.00
Insurance	13,893.75	13,893.75	56,900.00	43,006.25
Maintenance & repairs	2,800.00	2,800.00	20,500.00	17,700.00
Office supplies	405.04	405.04	35,300.00	34,894.96
Road maintenance	12,698.85	12,698.85	303,300.00	290,601.15
Rent	457.89	457.89	8,500.00	8,042.11
Toll services	32,347.37	32,347.37	140,500.00	108,152.63
Travel	277.46	277.46	43,500.00	43,222.54
Utilities	356.40	356.40	20,500.00	20,143.60
Other expenses	0.00	0.00	40,000.00	40,000.00
Total Operating Expenses	98,379.11	98,379.11	6,059,670.00	5,961,290.89
Non Operating Revenue				
Interest income	312.43	312.43	20,000.00	(19,687.57)
Total Non Operating Revenue	312.43	312.43	20,000.00	(19,687.57)
Changes in Net Assets	232,802.63	232,802.63	25,330.00	207,472.63
Net Assets End of Year	232,802.63	232,802.63	25,330.00	207,472.63

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Capital Projects in Progress - Unposted Transactions Included In Report
From 10/1/2015 Through 10/31/2015
(In Whole Numbers)

	Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original
Capital Projects				
South Padre Island 2nd Access	4,730	4,730	2,500,000	2,495,270
West Parkway Project	0	0	800,000	800,000
Outer Parkway	0	0	2,550,000	2,550,000
FM 1925	0	0	100,000	100,000
West Rail Relocation	788	788	3,500,000	3,499,212
SH 550	18,233	18,233	7,650,000	7,631,767
SH 32 (East Loop)	0	0	2,150,000	2,150,000
Total Capital Projects	<u>23,752</u>	<u>23,752</u>	<u>19,250,000</u>	<u>19,226,248</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Revenues and Expenditures - Unposted Transactions Included In Report
From 10/1/2015 Through 10/31/2015
(In Whole Numbers)

		Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original
Capital Projects					
South Padre Island 2nd Access	2000				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Planning & Coordination	15100	0	0	250,000	250,000
CIP - Preliminary Engineering & Design	15110	0	0	350,000	350,000
CIP - Environmental Studies	15120	0	0	1,500,000	1,500,000
CIP - Public Presentations, RFP, RFQ, Bidding & Letting	15140	0	0	100,000	100,000
CIP - Right of Way	15200	0	0	300,000	300,000
CIP - Direct Legal Costs	15300	4,730	4,730	0	(4,730)
Total South Padre Island 2nd Access		4,730	4,730	2,500,000	2,495,270
West Parkway Project	2025				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Preliminary Engineering & Design	15110	0	0	150,000	150,000
CIP - Environmental Studies	15120	0	0	650,000	650,000
Total West Parkway Project		0	0	800,000	800,000
Outer Parkway	2050				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Planning & Coordination	15100	0	0	250,000	250,000
CIP - Preliminary Engineering & Design	15110	0	0	400,000	400,000
CIP - Environmental Studies	15120	0	0	1,500,000	1,500,000
CIP - Public Presentations, RFP, RFQ, Bidding & Letting	15140	0	0	100,000	100,000
CIP - Right of Way	15200	0	0	300,000	300,000
Total Outer Parkway		0	0	2,550,000	2,550,000
FM 1925	2075				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Planning & Coordination	15100	0	0	15,000	15,000
CIP - Preliminary Engineering & Design	15110	0	0	50,000	50,000
CIP - Environmental Studies	15120	0	0	35,000	35,000
Total FM 1925		0	0	100,000	100,000
West Rail Relocation	2100				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Right of Way	15200	788	788	0	(788)
CIP - Construction	15220	0	0	3,000,000	3,000,000
CIP - Construction Management	15240	0	0	500,000	500,000
Total West Rail Relocation		788	788	3,500,000	3,499,212
SH 550	2200				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Planning & Coordination	15100	0	0	400,000	400,000
CIP - Preliminary Engineering & Design	15110	0	0	400,000	400,000
CIP - Mitigation	15130	6,463	6,463	150,000	143,537
CIP - Construction	15220	0	0	6,000,000	6,000,000
CIP - Construction Management	15240	11,770	11,770	700,000	688,230
Total SH 550		18,233	18,233	7,650,000	7,631,767
SH 32 (East Loop)	2250				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Planning & Coordination	15100	0	0	350,000	350,000
CIP - Environmental Studies	15120	0	0	1,500,000	1,500,000
CIP - Right of Way	15200	0	0	300,000	300,000
Total SH 32 (East Loop)		0	0	2,150,000	2,150,000

Unaudited Financials Subject to Change

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Revenues and Expenditures - Unposted Transactions Included In Report

From 10/1/2015 Through 10/31/2015

(In Whole Numbers)

	Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original
Total Capital Projects	<u>23,752</u>	<u>23,752</u>	<u>19,250,000</u>	<u>19,226,248</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Balance Sheet
As of 10/31/2015
(In Whole Numbers)

	Current Year
ASSETS	
Current Assets:	
Cash and cash equivalents	
CCRMA Claims Account	47,188
CCRMA Operating Fund	2,342,087
Toll Operators Cash	60
TxTag - Replenishment Account	6,086
CCRMA Bond/Debt Funds	411,303
Total Cash and cash equivalents	2,806,723
Restricted cash accounts - debt service	
CCRMA Toll Revenue Funds	91,994
2010 A & B Pledged Revenue Funds	260,050
2010 A Debt Reserve	1,038,587
2010 A Debt Service	669,756
2010 B Debt Reserve	1,218,154
2010 B Debt Service	151,186
2012 Bond CAPI funds	144,323
2012 Bond Operating Fund	129,272
2012 Bond Project Funds	3,191,695
2012 Bonds Rate Stabilization Fund	1,183,228
2012 Bond Pledged Revenue	256,389
2012 Bonds Debt Service	328,111
2014 Refunding Series Escrow Account	671
2014 Refunding Series 10 Proceeds	5,125
Series 2014 Revenue and Tax	1,750
Total Restricted cash accounts - debt service	8,670,293
Accounts receivable	
Accounts Receivable - Customers	10,461
Vehicle Registration Fees - Receivable	535,751
Total Accounts receivable	546,213
Accounts receivable - other agencies	
Accounts Receivable - Other Agencies	0
Due from Other Agencies	1,411,800
Total Accounts receivable - other agencies	1,411,800
Total Current Assets:	13,435,029
Non Current Assets:	
Capital assets, net	
Land & Right of Way	40,000
Buildings	236,557
Improvements	24,996
Furnishings & Equipment	4,043,919
Accumulated Depreciation-Furnishings & Equipment	(515,816)
Software & Technology	207,980
Accumulated Depreciation Software & Technology	(3,958)
Infrastructure & Utilities	12,958,232
Accumulated Depreciation-Infrastructure	(647,912)
Total Capital assets, net	16,343,999
Capital projects in progress	
CIP - Planning & Coordination	641,857
CIP - Preliminary Engineering & Design	3,535,912
CIP - Environmental Studies	14,160,657
CIP - Mitigation	243,107

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Balance Sheet
As of 10/31/2015
(In Whole Numbers)

	Current Year
CIP - Right of Way	116,102
CIP - Utilities	26,242
CIP - Construction	49,012,908
CIP - Construction Management	2,853,562
CIP - Direct Legal Costs	553,817
CIP - Capitalized Interest	3,239,713
CIP - Direct Administration	161,004
CIP - Indirect Administration and Overhead	585,044
Total Capital projects in progress	75,129,924
Other assets	
Other Assets	41,883,554
Total Other assets	41,883,554
Unamortized bond prepaid costs	
2012 Bonds Prepaid Insurance	116,364
2014 Bond Prepaid Insurance	12,098
Total Unamortized bond prepaid costs	128,462
Total Non Current Assets:	133,485,939
Total ASSETS	146,920,968
LIABILITIES	
Current Liabilities	
Accounts payable	
AP - Operations	26,782
AP - Project Exenditures	75,564
Total Accounts payable	102,346
Accrued expenses	
TxTag Customer Deposits	688
Toll Refunds from MSB	2,570
Total Accrued expenses	3,258
Payroll liabilities	
Federal Tax Withholding	7,276
Payroll Tax Payable	3,768
Retirement Contribution Payable	2,678
Health Insurance Payable	1,000
Aflac Employee Liabilities	309
Dental Insurance Payable	63
Employee Vision Insurance	25
Total Payroll liabilities	15,119
Deferred revenue	
UFV Fund Deposits	772
Deferred Revenue	1,893
Total Deferred revenue	2,665
Total Current Liabilities	123,388
Non Current Liabilities	
Due to other agencies	
Cameron County	167,500
Due to other Govts	2,014,428
Total Due to other agencies	2,181,928
Due to TxDot	
Union Pacific - West Rail Project	28,914,071
Union Pacific - Olmito Switchyard	9,919,811
TxDot FAA - South Padre Island	11,125,967

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Balance Sheet
As of 10/31/2015
(In Whole Numbers)

	Current Year
TxDot FAA - West Parkway	2,244,589
Total Due to TxDot	52,204,437
Long term bond payable	
2010A Bonds Payable	4,480,000
2010A Unamortized Premium	64,212
2010B Bonds Payable	15,535,000
2012 Bonds Payable	40,000,000
2012 Unamortized Premium	4,160,407
2014 Bonds Payable	5,000,000
2014 Bond Premium	155,424
2010A Refund Series 2014	6,325,000
2010A Refund Premium Series 2014	137,092
2015 CO Bonds	4,500,000
2015 CO Bonds Discount	(39,559)
Total Long term bond payable	80,317,576
Total Non Current Liabilities	134,703,941
Total LIABILITIES	134,827,329
NET POSITION	
Beginning net position	
	7,812,522
Total Beginning net position	7,812,522
Changes in net position	
	4,281,844
Total Changes in net position	4,281,844
Total NET POSITION	12,094,366
TOTAL LIABILITIES AND NET POSITION	146,921,695

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Cash Flows

As of 10/31/2015

	Current Period	Current Year
Cash Flows from Operating Activities		
Receipts from Vehicle Registration Fees	327,522.00	327,522.00
Receipts from Toll Revenues	105,708.60	105,708.60
Payments to Vendors	(73,586.81)	(73,586.81)
Payments to Employees	(26,892.08)	(26,892.08)
Total Cash Flows from Operating Activities	332,751.71	332,751.71
Cash Flows from Capital and related Financing Activities		
Acquisitions of Property and Equipment	(5,756.00)	(5,756.00)
Receipts from Grants and Other income	453.68	453.68
Acquisitions of Construction in Progress	(772,021.54)	(772,021.54)
Proceeds from TxDot FAA	65,139.38	65,139.38
Total Cash Flows from Capital and related Financing Activities	(712,184.48)	(712,184.48)
Net Increase (Decrease) in Cash & Cash Equivalents	(379,432.77)	(379,432.77)
Beginning Cash & Cash Equivalents	0.00	0.00
Ending Cash & Cash Equivalents	(379,432.77)	(379,432.77)

BUDGET REPORT

FISCAL YEAR 2016





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INTRODUCTION

Presented is the Cameron County Regional Mobility Authority (CCRMA) Fiscal Year 2016 (FY2016) Operations and Capital Projects budget. When the CCRMA was created in 2004 it had four simple goals, promote safe and effective mobility, improve the quality of life for area residents, create quality economic development, and ensure efficient trade corridors. Today these goals are still the foundation from which the planning, development, and completed projects are driven. The financial budget presents the revenues in the following main segments, operating revenue, toll revenue, and non-operating revenue. The expenses are presented in the following categories salaries and benefits, administrative and office expenses, toll operating expenses, non-operating expenses, and non-cash expenses. These financial estimates are the numerical reflection of the project goals and vision of the CCRMA for the upcoming fiscal year. As the transportation needs of Cameron County and the Rio Grande Valley continue to increase due to rapid population growth and economic development in the region, CCRMA plans to continue coordinating with all agencies involved to ensure these needs will be met. The financial challenges of increasing transportation development costs, labor costs, and engineering costs drive the CCRMA to the highest level of fiscal responsibility and to be creative in administering all resources entrusted to the authority. Each of the presented sections will have a summarized overview to assist users in understanding the nature of the budgeted activities.



REVENUES

VEHICLE REGISTRATION FEE

In 2008 the CCRMA began collecting a \$10.00 fee for vehicles registered in Cameron County. This revenue stream experiences a small increase year over year and is projected to continue for the years to come as the population growth continues in Cameron County. Actual funds received in FY2014 were \$2,932,080 and budgeted for FY2016 is \$2,950,000.

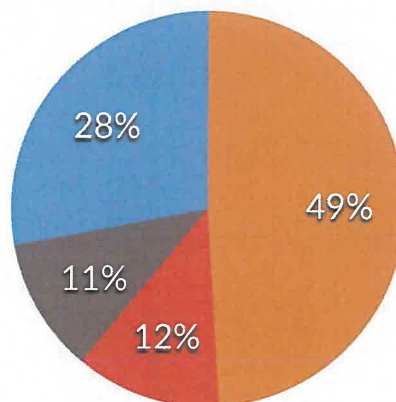
TRANSPORTATION REINVESTMENT ZONE (TRZ)

Originating by the enactment of SB1266 in the 80th legislature in 2007, a TRZ provides a funding tool for projects deriving from the economic growth resulting from projects. This tool allows a county to dedicate a portion of future tax increment revenues from the geographical area of where the project is to be located for the purpose of funding, developing, and maintaining the project. A TRZ does not require a tax rate increase to be established and can be applied to multiple projects in a geographical area. CCRMA and Cameron County have a total of five active TRZ's in the county. The projected revenue for FY2016 for the combined TRZ's is \$750,000.

	Adopted Budget 2014	Actual 2014	Variance 2014	Adopted Budget 2015	Budget 2016
Operating Revenue					
Vehicle registration fee	2,800,000	2,932,080	132,080	2,900,000	2,950,000
Transportation reinvestment zone	300,000	295,907	(4,093)	425,000	750,000
Other operating revenue	-	166,602	166,602	-	-
Total Operating Revenue	3,100,000	3,394,589	294,589	3,325,000	3,700,000

FY2016 BUDGETED REVENUE

● Vehicle Registration Fees
 ● TRZ Revenue
 ● Toll Revenue
 ● Non-Operating Revenue



TOLL REVENUE

The CCRMA owns and operates the SH 550 toll road which opened its first phase of tolling in 2011. Since then all tolling phases of the SH 550 have been opened with the most recent phase the "Direct Connector" completed in June 2015. Toll revenue is comprised of primarily two segments, AVI revenue and pay by mail revenue. Toll revenue budgeted for in FY2015 was severely affected by the delay of more than 150 days past the intended completion date. Toll transactions have seen a steady increase over the years and more significantly now with the Direct Connector open. The CCRMA expects the increased traffic to have a positive impact for FY2016 revenues. The total toll revenue budgeted for FY2016 is \$680,000.

	Adopted Budget 2014	Actual 2014	Variance 2014	Adopted Budget 2015	Budget 2016
Toll Revenue					
Interop AVI Revenue	50,000	111,311	61,311	188,416	230,000
Bridge interoperability	-	-	-	94,208	10,000
PBM toll revenue	75,000	82,675	7,675	111,968	260,000
PBM violation revenue	75,000	79,638	4,638	158,880	175,000
Other toll revenue	-	-	-	-	5,000
Total Toll Revenue	200,000	273,624	73,624	553,472	680,000

NON-OPERATING REVENUE

Non-operating revenue is revenue not derived directly from products or services provided by the CCRMA. The largest component of this revenue for FY2016 is TxDot Pass through Agreement funds (PTA). The PTA funds are grant funds for the Direct Connector project through a contract established in 2012 between TxDot and the CCRMA. The contract requires annual payments made to the CCRMA based on the vehicle traffic transactions from SH550 Direct Connector portion from the prior year up to the maximum contract amount. The CCRMA has budgeted for the minimum payment expected to be received in FY2016.

	Adopted Budget 2014	Actual 2014	Variance 2014	Adopted Budget 2015	Budget 2016
Non-Operating Revenue					
Interest revenue	-	8,234	8,234	-	20,000
Other non-operating revenue	-	4,000,000	4,000,000	500,000	300,000
Pass through agreement	-	-	-	-	1,385,000
Total Non-Operating Revenue	-	4,008,234	4,008,234	500,000	1,705,000

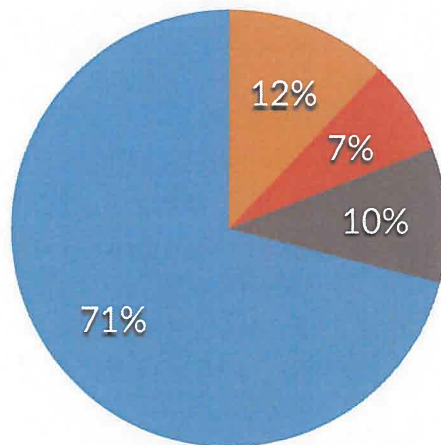
EXPENSES

SALARIES AND BENEFITS

The CCRMA anticipates additional staff in the upcoming year to support primarily the growth of the toll operations as well as the growth in administrative needs for the CCRMA. The CCRMA provides health coverage at no cost to its employees, and at a discounted rate for its spouse and dependents. The CCRMA also provides retirement benefits through the Texas County District Retirement Services organization through its savings based retirement plan. The retirement plan requires seven percent to be contributed by the employee and a two for one match is provided by the CCRMA.

FY2016 BUDGETED EXPENSES

● Salaries and Benefits ● Administrative and Office ● Toll Operating ● Non-Operating



ADMINISTRATIVE AND OFFICE EXPENSES

Administrative and office expenses are the overhead costs generally required to operate the CCRMA. These costs have mostly remained steady with certain areas growing as the operational demands change. Most of these expenses are associated as indirect costs for the capital projects and will be capitalized through the CCRMA indirect cost allocation plan at the end of the year. The costs are reflected in the budget prior to what will be capitalized at the end of the fiscal year.

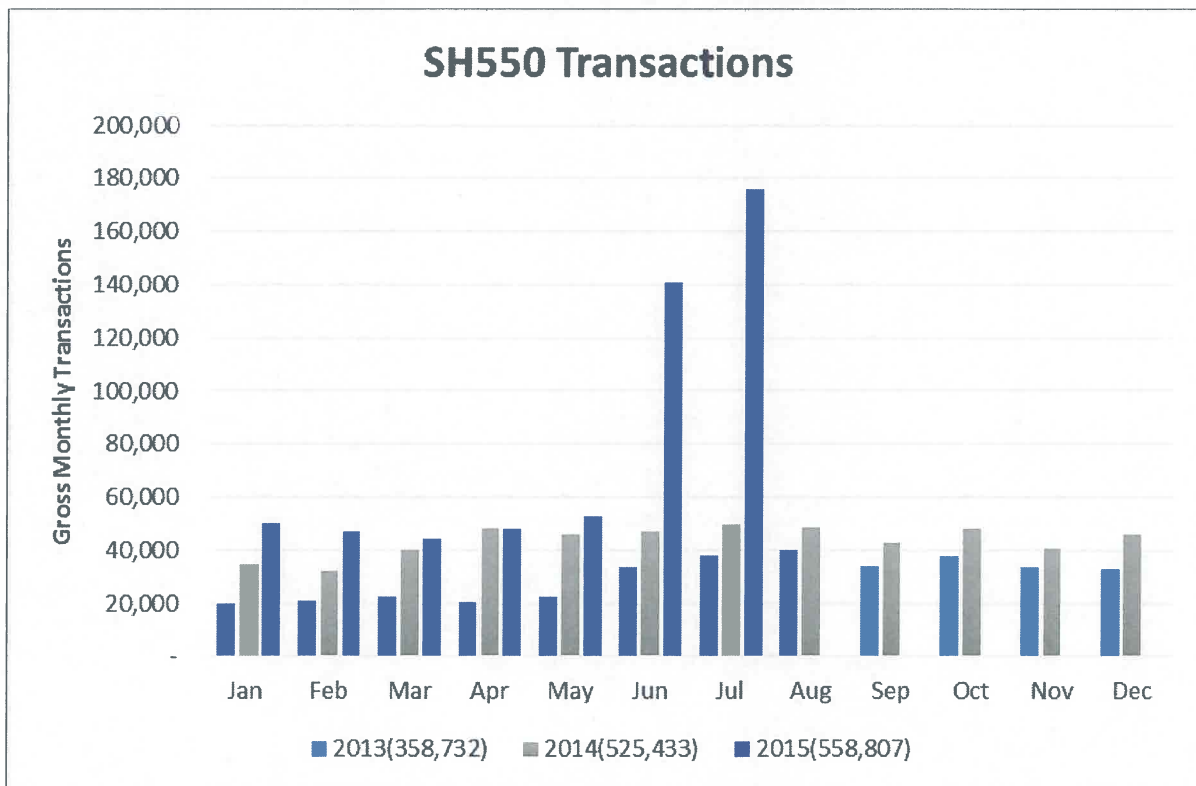
	Adopted Budget 2014	Actual 2014	Variance 2014	Adopted Budget 2015	Budget 2016
Salaries and Benefits					
Salaries	483,800	384,822	98,978	460,000	504,040
Auto allowance	-	-	-	-	9,900
OASDI & Medicare	28,100	23,754	4,346	31,500	34,166
Unemployment taxes	2,570	2,814	(244)	5,800	1,350
Health insurance	22,430	20,207	2,223	42,600	89,100
TCDRS	34,900	35,524	(624)	45,000	55,444
Life insurance	-	-	-	-	2,520
Total Salaries and Benefits	571,800	467,121	104,679	584,900	696,520
Administrative and Office Expenses					
Accounting software and services	-	-	-	-	9,900
Advertising and marketing	45,000	30,243	14,757	55,500	25,000
Audit services	25,000	22,500	2,500	25,000	25,000
Consulting	100,000	200,000	(100,000)	248,679	100,000
Contractual	85,000	74,153	10,847	75,000	72,000
Contingency	-	-	-	-	35,000
Data processing	10,000	9,120	880	10,000	3,250
Dues and memberships	9,500	9,101	399	14,500	15,000
Education and training	11,000	4,383	6,617	11,000	10,000
Fiscal Agent Fees	15,000	13,038	1,962	15,000	25,000
Insurance and surety bonds	10,000	22,283	(12,283)	20,000	6,900
Maintenance and repairs	-	-	-	15,000	20,500
Miscellaneous expenses	-	-	-	-	5,000
Office supplies	4,900	10,715	(5,815)	25,250	12,000
Computer equipment and accessories					10,000
Office furniture					11,000
Postage	100	-	100	-	1,800
Rental and lease	5,000	8,779	(3,779)	8,000	7,500
Travel	40,000	37,081	2,919	40,000	35,000
Utilities	-	10,023	(10,023)	20,000	3,000
Total Administrative and Office Expenses	360,500	451,419	(90,919)	582,929	432,850

TOLL OPERATING EXPENSES

The SH 550 toll road has now completed all tolling phases of construction and is expected to have significant increases in traffic volumes from prior years in FY2016. The most recent phase to be completed was the Direct Connector which connects the toll road seamlessly to I69E. Toll operating expenses often work in harmony with traffic volumes and are budgeted with an increase from prior year to accommodate anticipated volumes. Toll maintenance expenses are expected to increase because the tolling capacity doubled with the addition of the direct connector facility and the toll ramp locations. Similar expenses expecting to increase are insurance costs, support costs, hardware replacement and pay by mail costs.

	Adopted Budget 2014	Actual 2014	Variance 2014	Adopted Budget 2015	Budget 2016
Toll Operating Expenses					
Advertising and marketing	-	-	-	-	50,000
Back office system maintenance	-	-	-	-	-
Bridge interoperability collection cost	-	-	-	-	7,500
Bridge interoperability maintenance	-	-	-	-	12,000
Contractual	-	-	-	20,000	24,000
Education and training	-	-	-	-	5,000
Facility landscaping and maintenance	30,000	44,423	(14,423)	30,000	65,000
GEC road inspection	-	-	-	30,000	-
HUB interop collection fees	10,000	5,271	4,729	22,500	21,000
Property insurance	-	-	-	40,000	50,000
Toll system maintenance and monitoring	70,000	-	70,000	70,000	226,300
Operational support	-	-	-	-	61,000
PBM add on fees	-	9,921	(9,921)	-	21,000
PBM court collections	10,000	-	10,000	-	6,000
PBM image review	80,000	48,289	31,711	90,000	30,000
Postage	-	-	-	-	500
Rental expense	-	-	-	-	1,000
Travel	-	-	-	-	8,500
Utilities	-	-	-	-	17,500
Total Toll Operating Expenses	200,000	107,904	92,096	302,500	606,300

Illustration of traffic volume trends through July 2015



NON-OPERATING EXPENSES AND NON-CASH EXPENSES

These expenses are primarily the finance costs related to outstanding bond issuances of the CCRMA. The Cameron County Administrative Fee is derived from a funding agreement between Cameron County and the CCRMA regarding the 2012, 2014 and 2015 Toll Revenue Bonds. These expenses do not include the principal portion of debt repayment. Depreciation expense will increase significantly as it will now include the latest segment of the SH550 which is the Direct Connector.

	Adopted Budget 2014	Actual 2014	Variance 2014	Adopted Budget 2015	Budget 2016
Non-Operating Expenses					
Cameron County Administrative Fee	200,000	200,000	-	200,000	300,000
Bond issuance costs	-	159,265	(159,265)	-	-
2010A bond interest	1,250,000	796,889	453,111	1,387,713	285,000
2010B bond interest	900,000	1,017,853	(117,853)	1,017,853	1,100,000
2014 refunding 2010A interest	-	-	-	-	145,000
2012 toll revenue bonds interest	1,911,700	2,150,663	(238,963)	1,911,700	2,100,000
2014 CO toll revenue bonds interest	-	-	-	201,605	225,000
2015 CO toll revenue bonds interest	-	-	-	-	175,000
Total Non-Operating Expenses	4,261,700	4,324,670	(62,970)	4,718,871	4,330,000
Non-Cash Expenses					
Depreciation	-	524,408	-	-	2,085,000
Other non cash	-	-	-	-	-
Total Non-Cash Expenses	-	524,408	-	-	2,085,000

Revenues and Expenses

	Adopted Budget 2014	Actual 2014	Variance 2014	Adopted Budget 2015	Budget 2016
Operating Revenue					
Vehicle registration fee	2,800,000	2,932,080	132,080	2,900,000	2,950,000
Transportation reinvestment zone	300,000	295,907	(4,093)	425,000	750,000
Other operating revenue	-	166,602	166,602	-	-
Total Operating Revenue	3,100,000	3,394,589	294,589	3,325,000	3,700,000
Toll Revenue					
Interop AVI Revenue	50,000	111,311	61,311	188,416	230,000
Bridge interoperability	-	-	-	94,208	10,000
PBM toll revenue	75,000	82,675	7,675	111,968	260,000
PBM violation revenue	75,000	79,638	4,638	158,880	175,000
Other toll revenue	-	-	-	-	5,000
Total Toll Revenue	200,000	273,624	73,624	553,472	680,000
Non-Operating Revenue					
Interest revenue	-	8,234	8,234	-	20,000
Other non-operating revenue	-	4,000,000	4,000,000	500,000	300,000
Pass through agreement	-	-	-	-	1,385,000
Total Non-Operating Revenue	-	4,008,234	4,008,234	500,000	1,705,000
Total Revenues	\$ 3,300,000	\$ 7,676,447	\$ 4,376,447	\$ 4,378,472	6,085,000
Salaries and Benefits					
Salaries	483,800	384,822	98,978	460,000	504,040
Auto allowance	-	-	-	-	9,900
OASDI & Medicare	28,100	23,754	4,346	31,500	34,166
Unemployment taxes	2,570	2,814	(244)	5,800	1,350
Health insurance	22,430	20,207	2,223	42,600	89,100
TCDRS	34,900	35,524	(624)	45,000	55,444
Life insurance	-	-	-	-	2,520
Total Salaries and Benefits	571,800	467,121	104,679	584,900	696,520
Administrative and Office Expenses					
Accounting software and services	-	-	-	-	9,900
Advertising and marketing	45,000	30,243	14,757	55,500	25,000
Audit services	25,000	22,500	2,500	25,000	25,000
Consulting	100,000	200,000	(100,000)	248,679	100,000
Contractual	85,000	74,153	10,847	75,000	72,000
Contingency	-	-	-	-	35,000
Data processing	10,000	9,120	880	10,000	3,250
Dues and memberships	9,500	9,101	399	14,500	15,000
Education and training	11,000	4,383	6,617	11,000	10,000
Fiscal Agent Fees	15,000	13,038	1,962	15,000	25,000
Insurance and surety bonds	10,000	22,283	(12,283)	20,000	6,900
Maintenance and repairs	-	-	-	15,000	20,500
Miscellaneous expenses	-	-	-	-	5,000
Office supplies	4,900	10,715	(5,815)	25,250	12,000
Computer equipment and accessories	-	-	-	-	10,000
Office furniture	-	-	-	-	11,000
Postage	100	-	100	-	1,800
Rental and lease	5,000	8,779	(3,779)	8,000	7,500
Travel	40,000	37,081	2,919	40,000	35,000
Utilities	-	10,023	(10,023)	20,000	3,000
Total Administrative and Office Expenses	360,500	451,419	(90,919)	582,929	432,850
Toll Operating Expenses					
Advertising and marketing	-	-	-	-	50,000
Back office system maintenance	-	-	-	-	-
Bridge interoperability collection cost	-	-	-	-	1,500
Bridge interoperability maintenance	-	-	-	-	12,000

Contractual	-	-	-	20,000	24,000
Education and training	-	-	-	-	5,000
Facility landscaping and maintenance	30,000	44,423	(14,423)	30,000	65,000
GEC road inspection	-	-	-	30,000	-
HUB interop collection fees	10,000	5,271	4,729	22,500	21,000
Property insurance	-	-	-	40,000	50,000
Toll system maintenance and monitoring	70,000	-	70,000	70,000	226,300
Operational support	-	-	-	-	61,000
PBM add on fees	-	9,921	(9,921)	-	21,000
PBM court collections	10,000	-	10,000	-	6,000
PBM image review	80,000	48,289	31,711	90,000	30,000
Postage	-	-	-	-	500
Rental expense	-	-	-	-	1,000
Travel	-	-	-	-	8,500
Utilities	-	-	-	-	17,500
Total Toll Operating Expenses	200,000	107,904	92,096	302,500	600,300

Non-Operating Expenses

Cameron County Administrative Fee	200,000	200,000	-	200,000	300,000
Bond issuance costs	-	159,265	(159,265)	-	-
2010A bond interest	1,250,000	796,889	453,111	1,387,713	285,000
2010B bond interest	900,000	1,017,853	(117,853)	1,017,853	1,100,000
2014 refunding 2010A interest	-	-	-	-	145,000
2012 toll revenue bonds interest	1,911,700	2,150,663	(238,963)	1,911,700	2,100,000
2014 CO toll revenue bonds interest	-	-	-	201,605	225,000
2015 CO toll revenue bonds interest	-	-	-	-	175,000
Total Non-Operating Expenses	4,261,700	4,324,670	(62,970)	4,718,871	4,330,000

Total Expenses	\$ 5,394,000	\$ 5,351,113	\$ 42,887	\$ 6,189,200	6,059,670
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Net Change in FY2016 Budgeted totals	25,330
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Non-Cash Expenses

Depreciation	-	524,408	-	-	2,085,000
Other non cash	-	-	-	-	-
Total Non-Cash Expenses	-	524,408	-	-	2,085,000

Estimated Net Cash Position FY2016

Estimated Operating and Restricted Cash at Beginning of Year	10,500,000
Principal Portion of Bond Payments	(850,000)
CCRMA funds for Capital Projects	(1,500,000)
Change from Budgeted Revenue and Expenses	25,330
Estimated Operating and Restricted Cash at End of Year	8,175,330

CAPITAL PROJECTS

SPI 2ND ACCESS

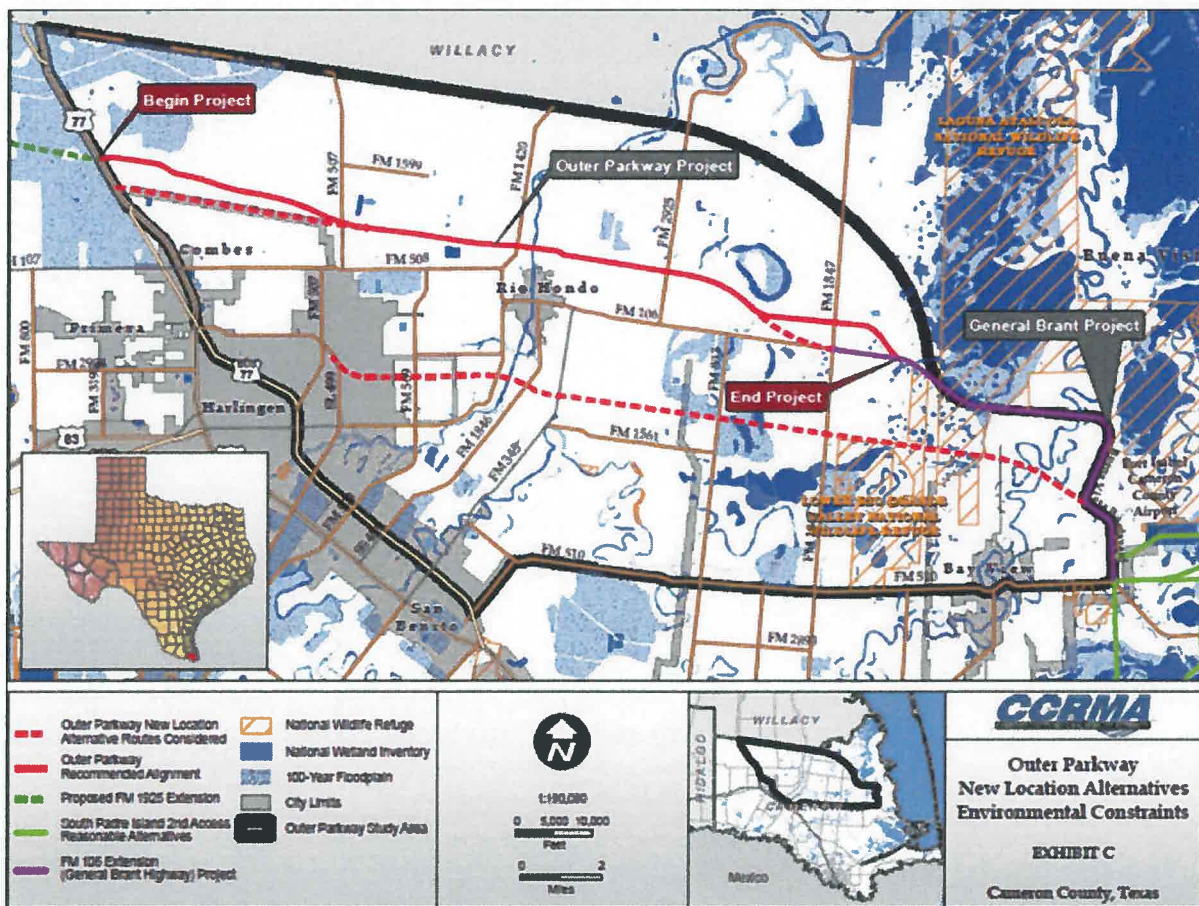
The CCRMA has entered one of the most critical and project sensitive phases of the SPI 2nd Access as of FY2016. In December 2014 the CCRMA completed the final environmental impact statement required by the Federal Highway Administration (FHWA). This was a significant milestone in the progress of this project leading to the record of decision expected to be received from the FHWA early 2017. In the meantime CCRMA will be finalizing the environmental impacts with cooperating agencies, financial structure, and right away planning for the project. The SPI 2nd access has been identified as the most environmentally complex project in the state and may lead to the development of the largest sea grass nursery's in the United States benefiting the Laguna Madre and the wildlife in the area. The CCRMA is working closely with the FHWA and TxDot to continue moving this project forward with the projected construction date of 2020. TxDot approved a total of over Fourteen million dollars in the form of a loan to promote the development of the project in prior years and CCRMA plans to continue drawing on this funding source to further the environmental studies, right away planning, and route and design studies for FY2016.



OUTER PARKWAY PROJECT

Closely related to the SPI 2nd Access Project is the Outer Parkway project. This is a planned 21.5 mile tolled facility extending from I69E eastward to General Brant Rd. This corridor would provide a more efficient route for traffic traveling to or from South Padre Island to the interstate. Early corridor identification reports have shown the project to meet the needs of enhancing east to west mobility, improve efficiency of hurricane evacuation, and promoting economic development in the region. TxDot has approved a five million dollar loan to promote the further study of the project in which the CCRMA plans to begin drawing on in FY2016 for the development of Environmental studies.

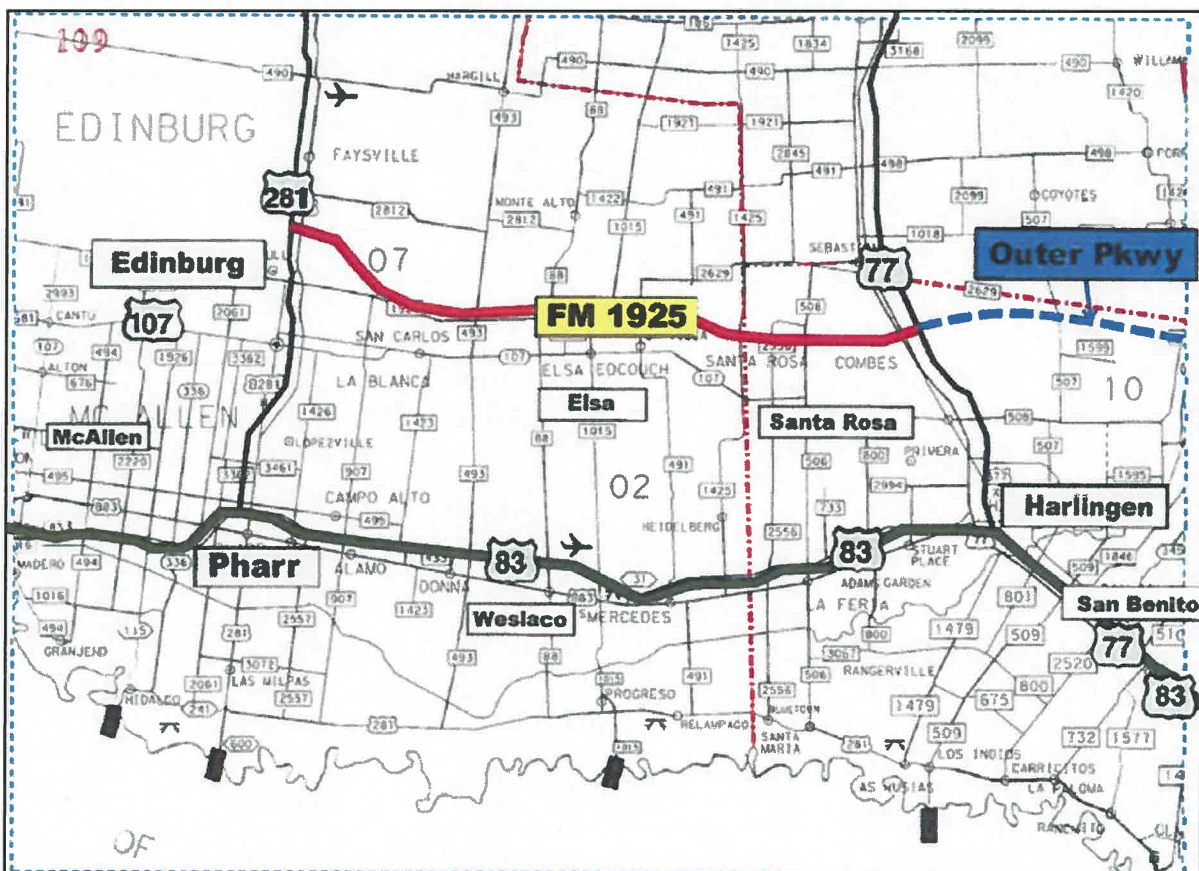
Conceptual map of the Outer Parkway Project



FM 1925

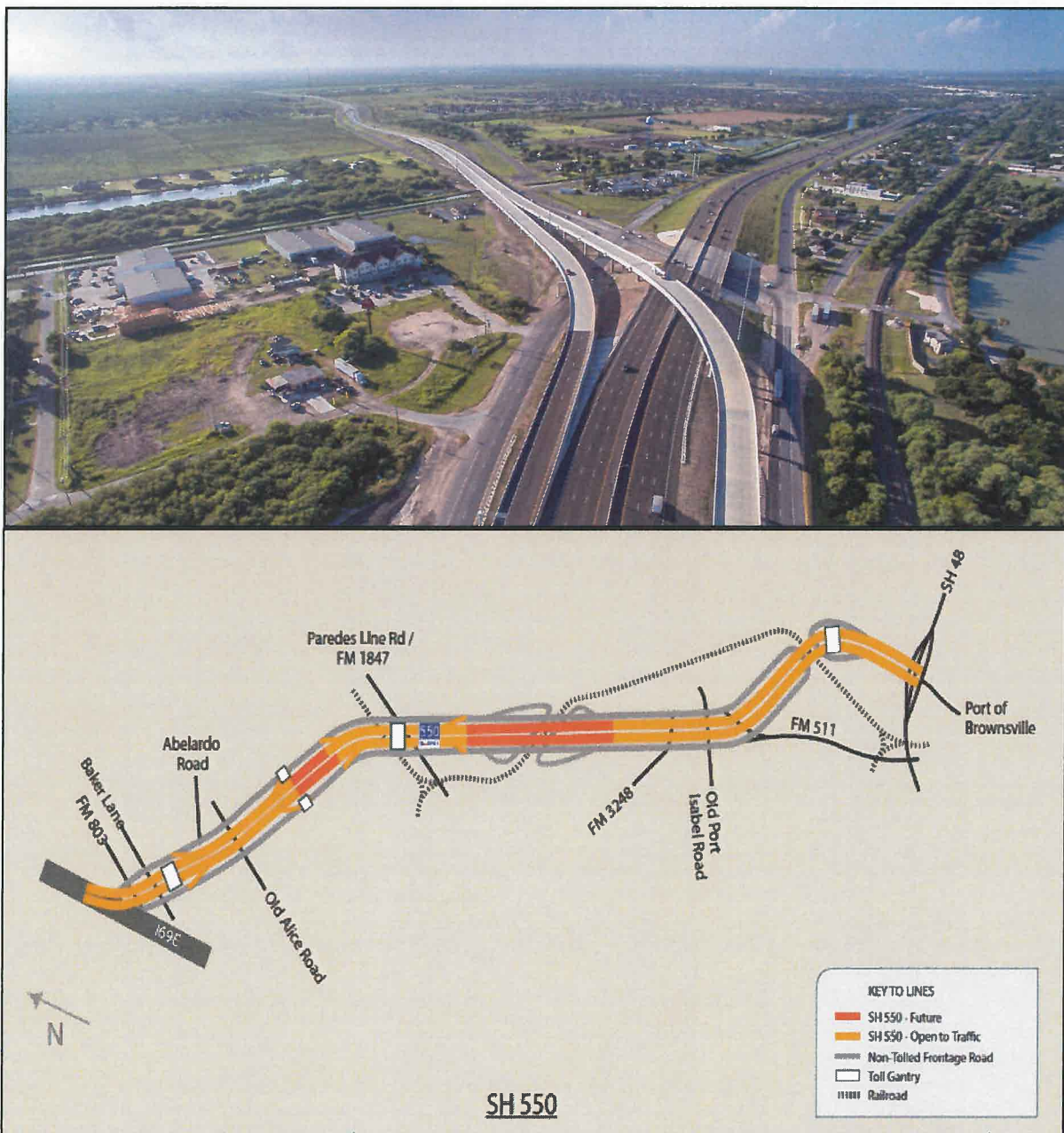
The FM1925 project is a regional project connecting the counties of Hidalgo and Cameron. This project assists with the flow of west to east traffic between both counties as well as providing a fast and efficient corridor to South Padre Island if traveling from the west by connecting with the Outer Parkway project. In the final needs assessment completed by TxDOT in March 2015, it was found desirable to have this project initiated as a super two highway connecting SH68 to I69E by the year 2020. With the growing population of both counties and forecasted traffic needs, the FM1925 facility could serve as a toll road within the corridor. The CCRMA will begin an environmental assessment study on this project in FY2016.

Conceptual map of the FM1925 Project



SH550

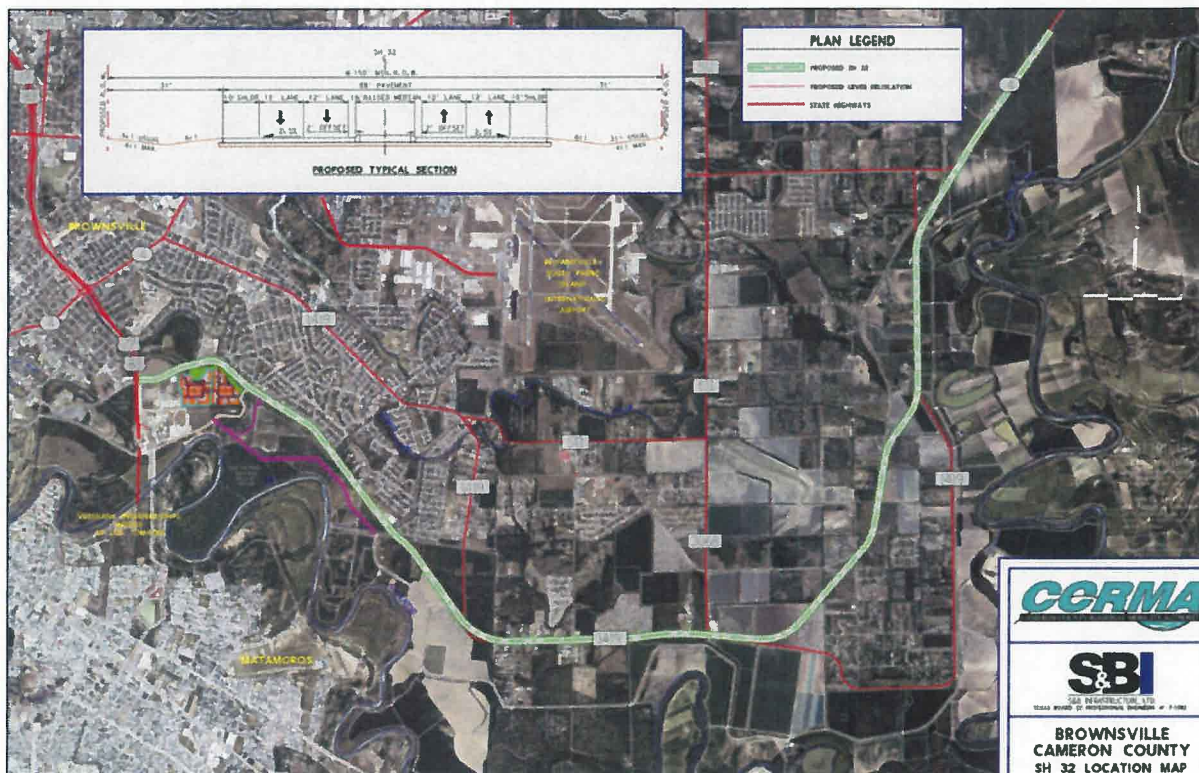
The SH550 completed the construction of all tolled phases in June 2015. The remaining two phases consist of two "gaps" one west of 1847 and the other east of 1847. The CCRMA is planning construction of the smaller gap west of 1847 which is located in front of a school and water utility facility to encourage high speed commercial and passenger traffic off of the frontage and on the SH550. This will improve the safety of traffic flowing in and out of the school during peak hours. The estimated project cost for construction are roughly seven million dollars and the CCRMA plans to use funds allotted from TxDot for Vehicle Registration Fees which will cover the entire project cost. Construction is estimated to begin in March of 2016.



SH32 (EAST LOOP)

The project will provide a new corridor for commercial and overweight traffic entering the county from the international bridges in route to the port of Brownsville. This project will significantly improve congestion and safety along the existing corridor used which crosses many residential neighborhoods and schools. The project is scheduled to complete its environmental studies in FY2016 in preparation for construction letting. The CCRMA will utilize funds provided by the MPO and other government sources to continue to move this project forward through FY2016.

Map of SH32 preferred alternative route



WEST RAIL

The West Rail Project was open to rail traffic in August 2015. This historic project was the culmination of many agencies from both the US and Mexico and took over 5 years to complete construction. The remaining items on this project involve project closeout with contractor and relocation of the VACCIS unit for the Department of Homeland Security on the US side of the border. The CCRMA will continue to oversee and coordinate the remaining tasks on this project and will utilize funding provided by TxDot for FY2016.

**Aerial photo of the West Rail Bridge and the Rio Grande River taken by CCRMA in August 2015.
(Mexico on right side of the river)**



WEST PARKWAY

This project requires the establishment of funding sources to continue the environmental studies and preliminary route and design studies. The CCRMA has entered an interlocal agreement with Cameron County for a TRZ that includes the area for this project. Forecasted revenues for the TRZ will take many more years to materialize and will not be sufficient to fund the studies for FY2016. The Brownsville Metropolitan Organization has allotted funds to assist in the development of the environmental studies, and CCRMA is expecting to initiate these plans in FY2016.

TOLL OPERATIONS

The CCRMA desires to convert its pay by mail (PBM) functions from being an outsourced operation to an internal operation. PBM is the process by which all transactions on SH550 toll road undergo when an Automatic Vehicle Identification (AVI) or toll tag billing method is not detected. In order to perform these functions CCRMA requires the procurement of a system consisting of both hardware and software that will allow the various major functions of billing a PBM customer to occur. Some of the major functions are the following, video image review, generation and mailing of invoices, customer service support by phone and in person, and payment processing. CCRMA began the procurement process at the end of FY2015 and is anticipating vendor selection to occur early in FY2016. CCRMA will utilize its project funds to acquire the system and services. This process is anticipated to create and sustain 3-5 local jobs for Cameron County.

Estimated Capital Project Exenditures	SPI 2nd Access	Outer Parkway	FM 1925	SH550	East Loop	West Rail	West Parkway	Toll Operations Projects	
Funding Sources									
TxDot FAA Funds & Other	2,500,000	2,550,000		7,500,000		3,500,000			16,050,000
MPO Funds					1,000,000		800,000		1,800,000
TxDot Grant Funds									-
TxDot Proposition Funds									-
Federal Grant Funds					1,000,000				1,000,000
Local Government Funds			100,000	150,000					250,000
CCRMA funds					150,000			1,350,000	1,500,000
Total Non-Operating Revenue	2,500,000	2,550,000	100,000	7,650,000	2,150,000	3,500,000	800,000	1,350,000	20,600,000
Capital Project Expenses									
Construction in Progress									-
CIP Construction				6,650,000		3,000,000			9,650,000
CIP Construction management				550,000		500,000			1,050,000
CIP Planning and coordination		500,000		200,000	400,000		100,000		1,200,000
CIP Preliminary engineering & design		50,000		100,000	750,000				900,000
CIP Environmental and social economic studies	2,500,000	2,000,000	100,000		1,000,000		700,000		6,300,000
CIP Legal costs									-
Mitigation				150,000					150,000
Toll Back Office System, Project Host Server, International Bridge Interface				-				1,350,000	1,350,000
Total Capital Project Expenses	2,500,000	2,550,000	100,000	7,650,000	2,150,000	3,500,000	800,000	1,350,000	20,600,000

Projected Five Year Revenues, Expenses, and Debt Payments
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	Projected 2017	Projected 2018	Projected 2019	Projected 2020	Projected 2021
Operating Revenue					
Vehicle registration fee	3,000,000	3,050,000	3,100,000	3,150,000	3,200,000
Transportation reinvestment zone	650,000	750,000	850,000	950,000	1,050,000
Total Operating Revenue	3,650,000	3,800,000	3,950,000	4,100,000	4,250,000
Toll Revenue*	975,000	1,150,000	1,325,000	1,400,000	1,450,000
Non-Operating Revenue					
Interest revenue	20,000	20,000	20,000	20,000	20,000
Other non-operating revenue	300,000	300,000	300,000	300,000	300,000
Pass through agreement *	2,770,000	2,770,000	2,770,000	2,770,000	2,770,000
Total Non-Operating Revenue	3,090,000	3,090,000	3,090,000	3,090,000	3,090,000
Total Revenues	\$ 7,715,000	\$ 8,040,000	\$ 8,365,000	\$ 8,590,000	\$ 8,790,000
Salaries and Benefits					
Total Salaries and Benefits	766,172	842,789	927,067	1,019,134	1,100,000
Administrative and Office Expenses					
Total Administrative and Office Expenses	484,493	508,718	534,154	560,862	588,905
Toll Operating Expenses					
Total Toll Operating Expenses	690,345	793,897	833,592	875,272	919,036
Non-Operating Expenses					
Cameron County Administrative Fee *	-	-	-	-	-
Bond issuance costs					
2010A bond interest	250,000	250,000	250,000	250,000	250,000
2010B bond interest	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000
2014 refunding 2010A interest	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000
2012 toll revenue bonds interest	2,900,000	2,900,000	2,900,000	2,900,000	2,900,000
2014 CO toll revenue bonds interest	225,000	275,000	375,000	450,000	475,000
2015 CO toll revenue bonds interest	175,000	175,000	175,000	300,000	350,000
Total Non-Operating Expenses	5,750,000	5,800,000	5,900,000	6,100,000	6,175,000
Total Expenses	\$ 7,691,010	\$ 7,945,404	\$ 8,194,813	\$ 8,555,268	8,782,941

Net Change in Budgeted totals	23,990	94,596	170,187	34,732	7,059	330,564
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*Projections do not include CCRMA BOS

*Projections include PTA terms for Max Payment and
adjusted County Administrative Fee



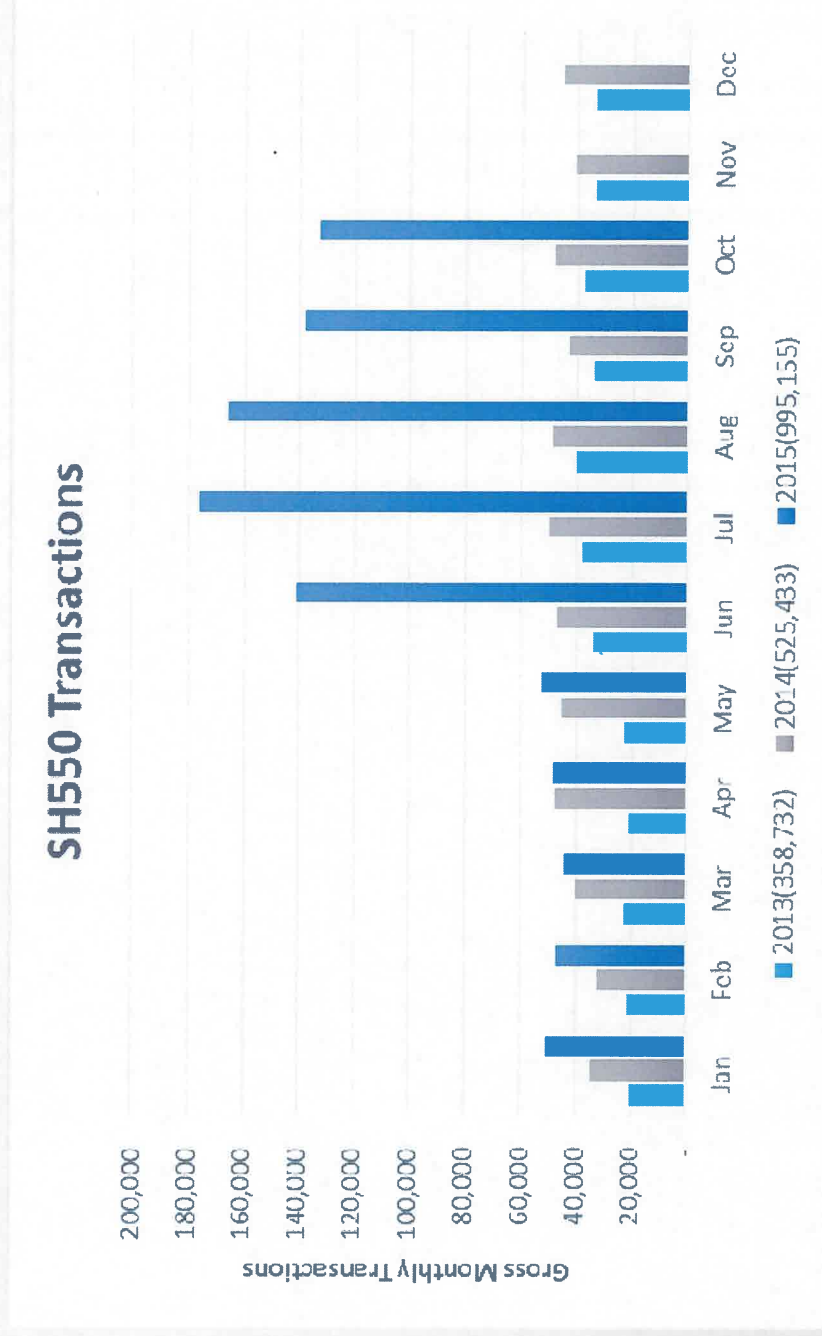
SH550 TOLL OPERATIONS UPDATE

October 2015

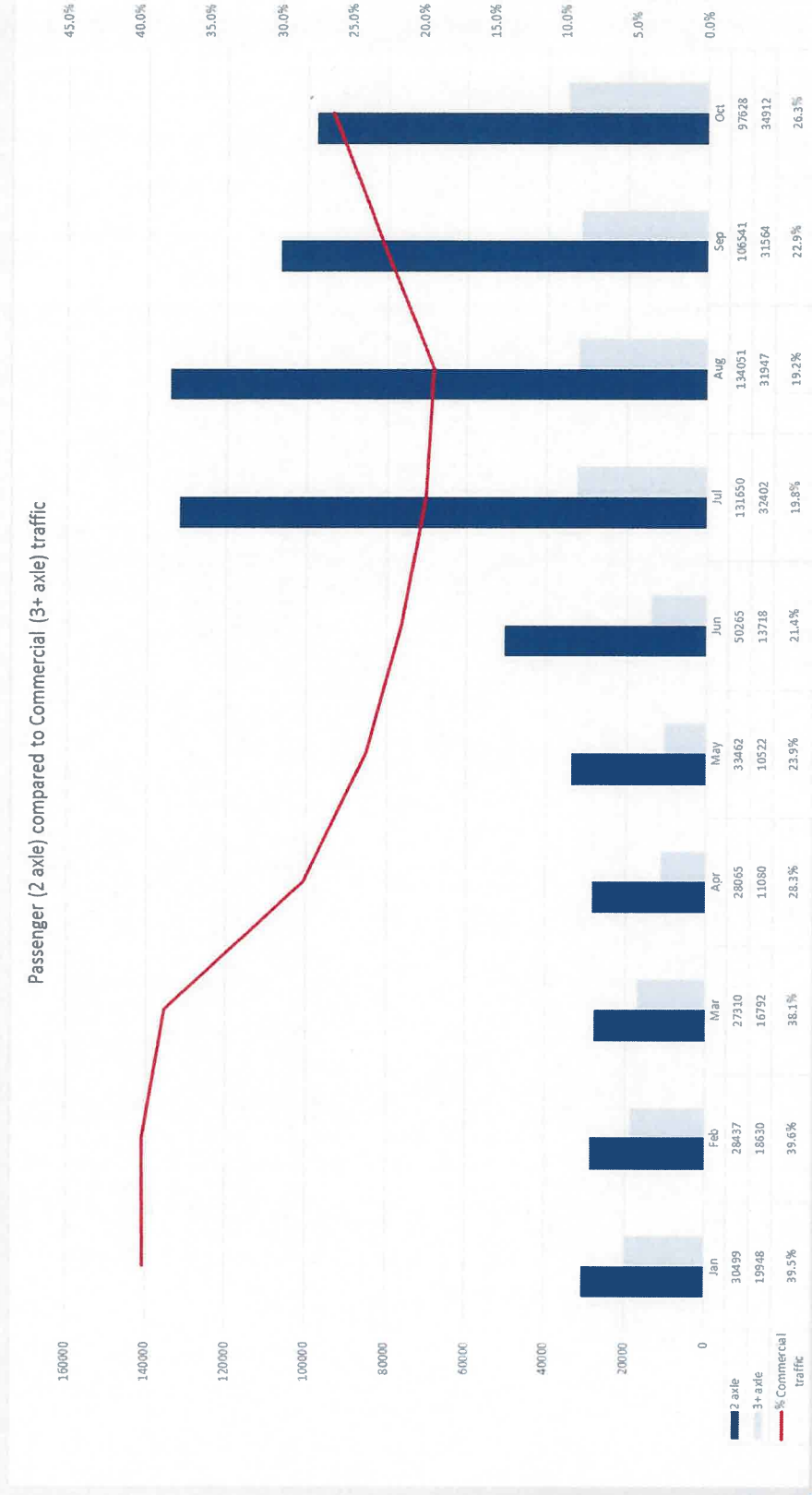
October 2015 Operational Update

- Transaction Data
- Toll Operations
- Interop Hub Updates

SH550 Transactions 2013, 2014, & YTD

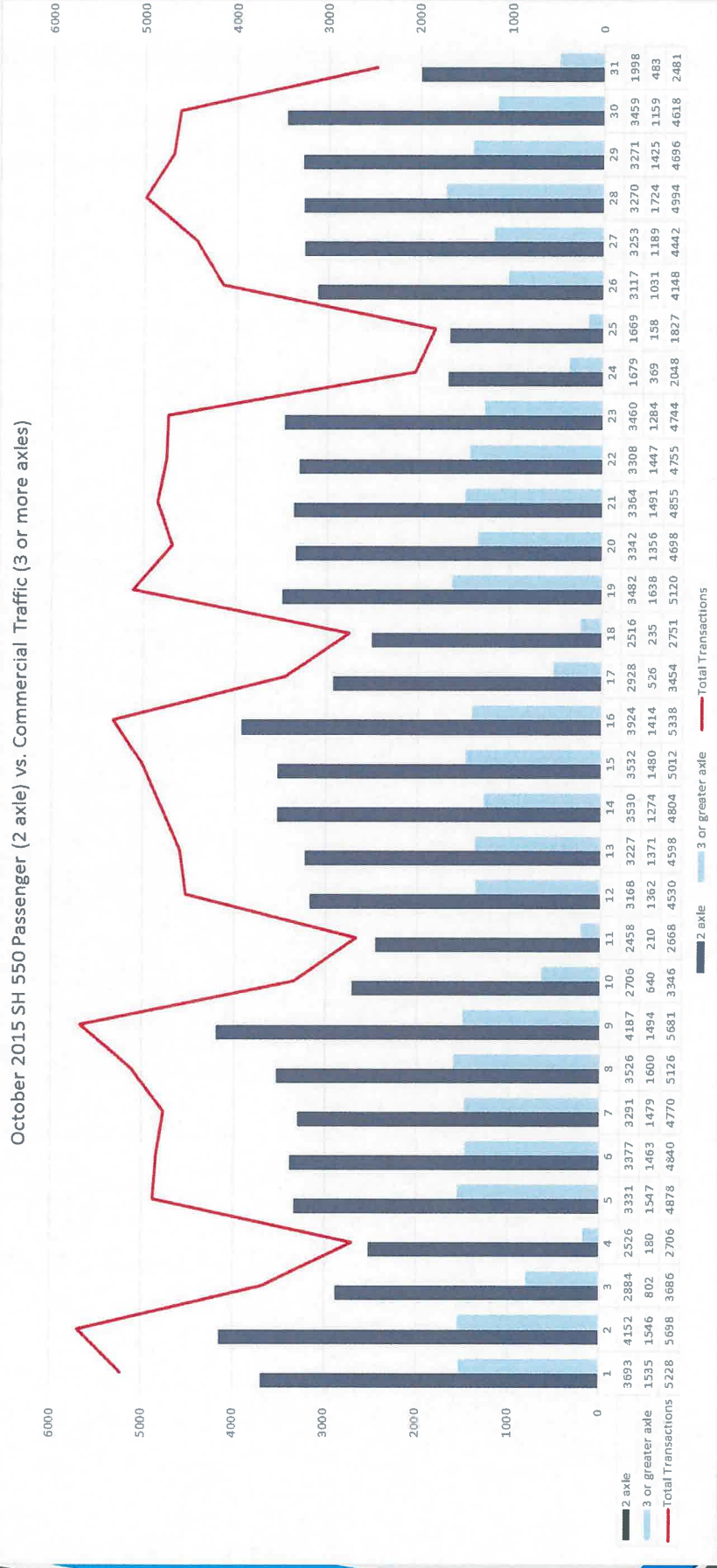


SH550 2015 Transaction Data by Axle



SH550 Transaction Data by Axle

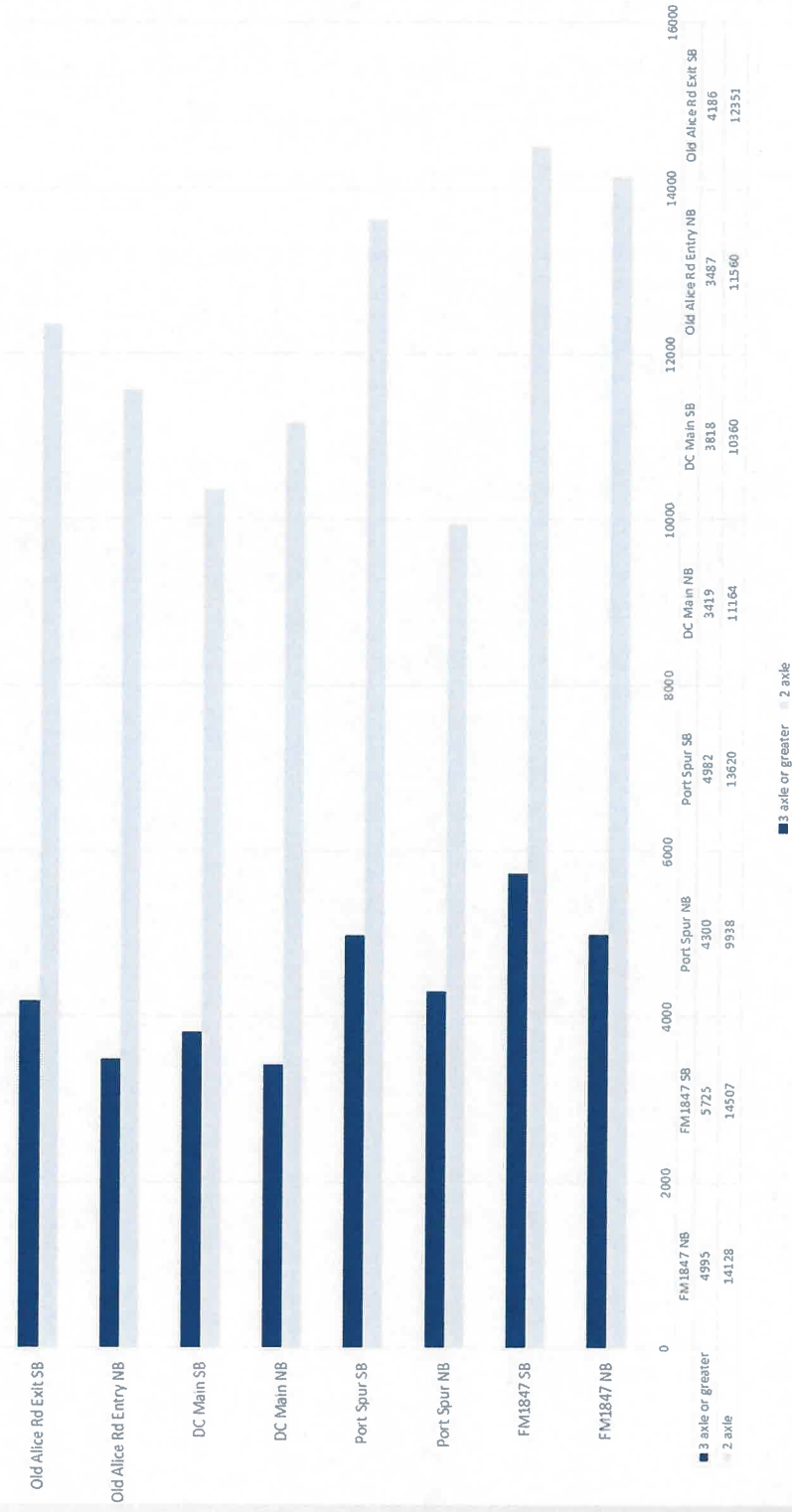
October 2015



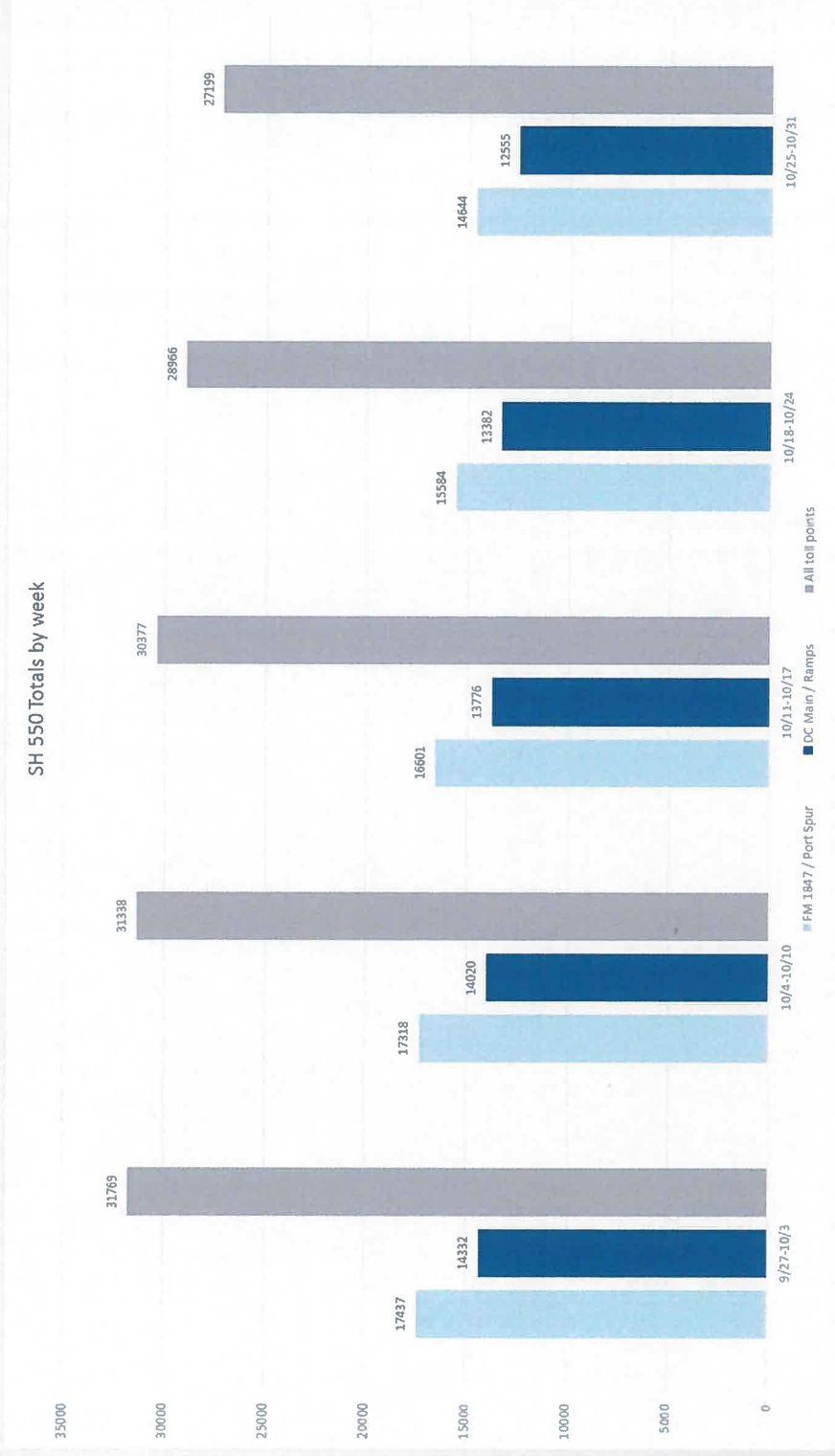
SH550 Transaction Data by Axle

October 2015

October 2015 Passenger (2 axle) vs. Commercial (3 or greater axle) traffic by Plaza



Transaction Data by Toll Plaza



Interop HUB updates

- Interoperability ILA – New members coming on Oklahoma Turnpike Authority and Kansas Turnpike Authority
- Upgrades to HUB – May require a fee for payment
- New Fee Structure – November 2016

**4-C CONSIDERATION AND APPROVAL OF PIPELINE RIGHT OF WAY
AND EASEMENT AGREEMENT BETWEEN THE CAMERON
COUNTY REGIONAL MOBILITY AUTHORITY AND RAZORBACK,
L.L.C., D/B/A DIAMONDBACK PIPELINE, L.L.C., FOR THE WEST
RAIL RELOCATION PROJECT**

**PIPELINE RIGHT OF WAY
AND
EASEMENT AGREEMENT**

STATE OF TEXAS §
COUNTY OF CAMERON § KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, on or about July 19, 2010, **CAMERON COUNTY REGIONAL MOBILITY AUTHORITY ("CCRMA")**, and **Razorback, L.L.C., d/b/a Diamondback Pipeline, L.L.C., ("DIAMONDBACK PIPELINE")** entered that certain Memorandum of Understanding concerning the West Rail Relocation Project (the "Project") and its impact on **DIAMONDBACK PIPELINE** to relocate and/or adjust certain pipelines owned by **DIAMONDBACK PIPELINE**; and,

WHEREAS on or about October 21, 2011, **CAMERON COUNTY, TEXAS ("CC")** and **DIAMONDBACK PIPELINE** entered that certain Pipeline Adjustment Agreement concerning the existing 6-inch and 8-inch pipelines, pursuant to which **DIAMONDBACK PIPELINE** would relocate as a result of the Project and in return the **CC** would convey an easement for pipeline operation for the relocated pipeline as full and just compensation to **DIAMONDBACK PIPELINE** on account of the relocation of the existing pipeline, and **CCRMA** is the successor in interest to **CC** under said Pipeline Adjustment Agreement; and,

WHEREAS, the purpose of this Pipeline Right of Way and Easement Agreement (the "Agreement") is to grant a new pipeline easement to reflect the as-built location of the 6-inch and 8-inch pipelines while **DIAMONDBACK PIPELINE** also quit claims its rights and interest granted by Cameron County Drainage District to CPSC International (predecessor in interest to **DIAMONDBACK PIPELINE**), pursuant to that certain

Agreement for Joint Use of Right of Way dated September 17, 1999, (the "CPSC Agreement") as a result of the relocation of its pipelines;

NOW, THEREFORE, CCRMA and DIAMONDBACK PIPELINE agree:

That, the Agreement is made on this 30th day of September 2015, between **CCRMA and DIAMONDBACK PIPELINE**, and shall be effective as of October 21, 2011, subject to the following terms and conditions:

I. GRANT OF EASEMENT

For the consideration described in Paragraph II, **CCRMA** grants to **DIAMONDBACK PIPELINE** an easement (the "Easement") upon and across real property (the "Property") of the **CCRMA**, which is particularly described in **Exhibit A** attached hereto and incorporated by reference.

II. CONSIDERATION

As a consideration for the Easement, **DIAMONDBACK PIPELINE** has relocated its 6" and 8" pipelines pursuant to the Pipeline Adjustment Agreement with **CCRMA**. In addition, **DIAMONDBACK PIPELINE** agrees to quit claim its rights and interest in the CPSC Agreement pursuant to the Quit Claim Deed attached hereto as **Exhibit B** and incorporated by reference (the "Quit Claimed Easement").

III. CHARACTER OF EASEMENT

The Agreement grants a perpetual easement in gross.

IV. LOCATION OF EASEMENT

The Easement shall be twenty (20) feet wide located upon and across (and over and under, as appropriate) the Property, as such Easement is particularly described in **Exhibit A** attached hereto.

V. PURPOSE OF EASEMENT

The Easement, with its rights and privileges, shall be used only for the purpose of pipeline operation, including, but not limited to, the right to excavate for, install, repair, replace (of the initial or any other size), maintain, alter, improve, service, inspect and use such pipelines as **DIAMONDBACK PIPELINE** shall decide are necessary for the transportation of petroleum products and liquefied petroleum gas; the right to install, repair, maintain, use, alter, improve, service, inspect and replace all reasonably necessary valves, appliances, fittings, devices for controlling electrolysis, and related fixtures in connection with the pipelines and the right to cut and trim trees and shrubbery that may encroach on the Easement. **DIAMONDBACK PIPELINE** shall dispose of all cuttings and trimming by loading and hauling them away from the Property. The grant of the Easement includes the right of ingress and egress over and across the Property to access and use the Easement.

VI. TERM OF EASEMENT

The term of the Easement shall be perpetual unless **DIAMONDBACK PIPELINE** provides **CCRMA** or its successor written notice of termination.

VII. WARRANTY OF TITLE

CCRMA and **CCRMA's** successors and assigns are and shall be bound to warrant and forever defend the Easement and rights conveyed in the Agreement to the **DIAMONDBACK PIPELINE**, against every person lawfully claiming or to claim all or any part of the interest in the Property.

VIII. EXCLUSIVENESS OF EASEMENT

The Easement, rights, and privileges granted by this conveyance are exclusive, and the **CCRMA** covenants not to convey any other easement or conflicting rights in the area

covered by this grant that would interfere with, damage or otherwise hamper the ability to use or operate the pipelines in the Easement (or the right to reasonable ingress and egress) as provided for herein **CCRMA**, or its successors and assigns, as the case may be, shall repair and restore to reasonably the same condition as that in which it now exists, all without cost, risk or expense to **DIAMONDBACK PIPELINE**, any damage to the pipelines or the Easement caused by or resulting from any activity by or on behalf of **CCRMA** or its successors and assigns. **CCRMA** or its successors and assigns shall provide ten (10) calendar days' advance written notification of any construction, repair, maintenance or inspection work within the Easement unless an emergency condition threatens substantial property damage or personal injury if such advance notification is required. In that emergency event, such party will give verbal and then written notification as soon as possible including details concerning the emergency condition. **DIAMONDBACK PIPELINE**, at its sole discretion, may elect to have a field representative present during any portion of the construction, repair, maintenance or inspection work in the Easement. All costs for any temporary measures as deemed necessary or appropriate by **DIAMONDBACK PIPELINE** to ensure the continued, safe operation of the Pipeline within the Easement shall be borne by **CCRMA** or its successors and assigns.

IX. INDEMNITY

DIAMONDBACK PIPELINE shall hold harmless, defend, and indemnify **CCRMA** against any and all suits, liabilities, claims, demands, or damages, including reasonable attorneys' fees, arising from, in connection with, or incident of any wrongful or negligent act or omission in connection with **DIAMONDBACK PIPELINE's** exercise of rights granted by the Agreement.

X. TEMPORARY EASEMENTS

In addition to the Easement located as specified in Paragraph IV, **DIAMONDBACK PIPELINE** shall have the right to use as much of the surface of the Property adjacent to the Easement as may be reasonably necessary for **DIAMONDBACK PIPELINE** to construct and install the contemplated facilities in the Easement in order to accomplish the purposes of the Easement expressed in Paragraph V. On completion of construction and installation, **DIAMONDBACK PIPELINE** shall replace and restore all fences, walls, or other structures that may have been relocated, damaged or removed during the construction period.

XI. PIPELINE INSTALLATION

DIAMONDBACK PIPELINE covenants and agrees to install all pipelines so that their top of pipe elevations are at least 4 feet (48 inches) beneath the present surface of the ground. **DIAMONDBACK PIPELINE** shall promptly backfill and compact any trench made by it on the Easement and repair any damage it does to the Property. **DIAMONDBACK PIPELINE**, its agents, employees and contractors shall have the right to use and store, during such construction and installation period, such supplies, materials and equipment as may be necessary for the construction and installation of the pipelines.

XII. INTENTIONALLY OMITTED

XIII. RIGHTS RESERVED

CCRMA retains, reserves, and shall continue to enjoy the use of the surface of the Easement described in Paragraph IV of the Agreement for any and all purposes that do not interfere with and prevent the **DIAMONDBACK PIPELINE's** use of the Easement. This includes, without limitation, the right to build and use the surface of the Easement

area for drainage ditches, railroad, and private streets, roads, driveways, alleys, walks, gardens, lawns, planting or parking areas, and other like uses and to dedicate or transfer all or any part of the Easement area to any private corporation or city for use as a public street, road, railroad or alley. Notwithstanding the foregoing, **DIAMONDBACK PIPELINE** shall have the right to review and approve the plans, specifications, construction methods and equipment for the construction on or use of the surface of the Easement area. **DIAMONDBACK PIPELINE** also reserves the right to inspect the construction work located within the Easement and to request maintenance as is reasonably determined by **DIAMONDBACK PIPELINE** to be necessary to protect the pipelines within the Easement provided, however, that **DIAMONDBACK PIPELINE** does not assume any duties of inspecting such construction. **CCRMA** shall provide advance written notification of any material changes in the operation or use of the Easement area, including improvements or expansion of use and **CCRMA** shall not commence such changes, improvements or expansion until reviewed and approved by **DIAMONDBACK PIPELINE**. All costs of any changes in the operation or use of the Easement area, including improvements or expansion of use, that require adjustment, alteration or relocation of the pipelines shall be borne by **CCRMA**. Nothing in this agreement shall be deemed to waive or limit any rights that Diamondback Pipeline may have under Texas Health and Safety Code Chapter 756, Subchapter H (sections 756.121-756.126).

XIV. ENTIRE AGREEMENT

The Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning the Agreement shall be of no force and effect. Any subsequent amendment or modification must be in

writing and agreed to by both parties.

XV. DISPUTE EXPENSES AND ATTORNEYS' FEES

If any controversy, claim, or dispute arises relating to the Agreement or its breach, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.

XVI. ASSIGNABILITY AND BINDING EFFECT

The Easement may be freely assigned, in whole or in part, by either party. The Agreement shall bind and inure to the benefit of either party's successors and assigns and any successor or assign of **DIAMONDBACK PIPELINE** may only operate within the Easement for pipeline operation and therefore must comply with Paragraph V herein.

XVII. INTENTIONALLY OMITTED.

XIII. COVENANTS RUN WITH THE PROPERTY

The provisions of the Agreement shall bind and inure to the benefit of the respective parties, their successors and assigns, and shall apply to and run with the Property.

XIX. Railroad Construction and Operation

As of the date of this Agreement, it is contemplated that **Union Pacific Railroad (UP)** or its successors and assigns will acquire ownership of the Property from the **CCRMA** in fee simple and, at its own cost and expense, commence and pursue the design, construction and operation of a railroad on the Property adjacent to and within the Easement (the "Railroad" and such party constructing and/or operating the Railroad shall be referred to herein as the "**RAILROAD OPERATOR**"). **DIAMONDBACK PIPELINE** shall have the right to review and approve the plans, specifications, construction methods and equipment for the portion of the Railroad in the Easement.

DIAMONDBACK PIPELINE also reserves the right to inspect the Railroad within the Easement and to request maintenance as is reasonably determined by **DIAMONDBACK PIPELINE** to be necessary to protect the pipelines within the Easement provided, however, that **DIAMONDBACK PIPELINE** does not assume any duties of inspecting the Railroad. **RAILROAD OPERATOR** shall provide advance written notification of any material changes in the operation of the Railroad or expansion of the Railroad and **RAILROAD OPERATOR** shall not commence such changes or expansion until reviewed and approved by **DIAMONDBACK PIPELINE**. All costs of any changes to the Railroad that require adjustment, alteration or relocation of the pipelines shall be borne by **RAILROAD OPERATOR**.

RAILROAD OPERATOR further agrees to conduct its operations in such a way as to avoid any interference with, or disruption of, the operations of **DIAMONDBACK PIPELINE's** pipelines. **RAILROAD OPERATOR** will be obligated to compensate **DIAMONDBACK PIPELINE** for any and all damages that result from any such interference with, or disruption to, **DIAMONDBACK PIPELINE's** use of the pipelines or operations within the Easement as contemplated herein. In the event **CCRMA** transfers to **RAILROAD OPERATOR** any rights to the Property other than fee simple ownership, **RAILROAD OPERATOR** will be required to provide **DIAMONDBACK PIPELINE** with a written acknowledgement, in form and substance reasonably satisfactory to **DIAMONDBACK PIPELINE**, of its obligations hereunder with respect to the construction and/or operation of the Railroad. Any transfer of rights to the Property without compliance with the foregoing sentence shall be null and void.

XX. Governing Law

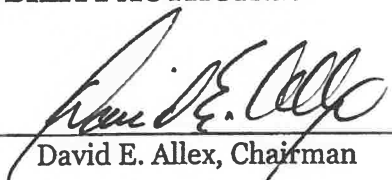
This Easement Agreement shall be governed by and construed in accordance with the laws of the state of Texas without consideration to the choice of law provisions thereof.

XXI. Venue and Performance

This Easement Agreement is fully performable in Cameron County, Texas, and venue shall lie in a Court of competent jurisdiction in Cameron County, Texas.

Executed this 30th day of September 2015.


CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By: 
David E. Alex, Chairman

ATTESTED BY:


Ruben Gallegos, Jr., Secretary

RAZORBACK L.L.C. D/B/A DIAMONDBACK PIPELINE L.L.C.

By: 
Michael A. Hammell,
Executive Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF CAMERON §

This instrument was acknowledged before me on this 12 day of November 2015, by David E. Alex, in his capacity as Chairman of the Cameron County Regional Mobility Authority, and on behalf of said Authority.



Valeria Juarez
Notary Public in and for the State of Texas

ACKNOWLEDGMENT

STATE OF COLORADO §
COUNTY OF DENVER §

This instrument was acknowledged before me on this 30 day of September 2015, by Michael A. Hammell in his capacity as Executive Vice President of the **RAZORBACK L.L.C., D/B/A DIAMONDBACK PIPELINE L.L.C.**, and on behalf of said Authority.

Melody Prentice
Notary Public in and for the State of Colorado

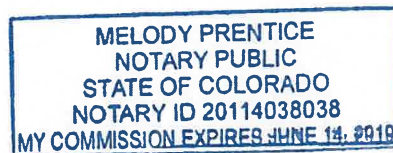


EXHIBIT A TO PIPELINE RIGHT OF WAY AND EASEMENT AGREEMENT

Exhibit _____

County: Cameron
Railroad: West Rail Bypass
Project Limits:

**PROPERTY DESCRIPTION FOR SITE 5 PERMANENT EASEMENT
RAZORBACK L.L.C. D/B/A DIAMONDBACK PIPELINE L.L.C. ("DIAMONDBACK PIPELINE")**

Being 0.130 acres of land (5,680 square feet) out of the Jose Salvador de la Garza Survey, Abstract Number 2, Espiritu Santo Grant, Cameron County, Texas, said 0.130 acres also being out of a 16.260 acre tract described in a deed dated December 22, 2009 from Cameron County to the Cameron County Regional Mobility Authority and recorded in Volume 16799, Page 148 of the Official Records of Cameron County, said 16.260 acre tract also known as Parcel 12 of the West Rail Project as described in a deed dated November 13, 2006 from Luz Esquivel to Cameron County and recorded in Volume 13270, Page 231 of the Official Records of Cameron County, said 0.130 acres of land being more particularly described as follows;

COMMENCING at a 5/8 inch iron rod with RODS Surveying cap set for the northeasterly corner of said 16.260 acre tract, thence as follows:

South 08°15'55" West, along the easterly line of said Parcel 12 a distance of 676.08 feet to a point for a corner;

South 64°40'47" West, a distance of 149.65 feet to the **POINT OF BEGINNING** of the herein described parcel, said point also being a southeasterly corner of the proposed Diamondback pipeline easement, and having State Plane Coordinates surface value of X = 1,302,603.62 and Y = 16,524,275.25;

1. THENCE, South 64°40'47" West, along the proposed RAZORBACK L.L.C. D/B/A DIAMONDBACK PIPELINE L.L.C. ("DIAMONDBACK PIPELINE") pipeline easement a distance of 96.50 feet to an inside corner of the herein described parcel;
2. THENCE, South 25°19'13" East, continuing along the proposed RAZORBACK L.L.C. D/B/A DIAMONDBACK PIPELINE L.L.C. ("DIAMONDBACK PIPELINE") pipeline easement a distance of 145.78 feet to the southeasterly corner of the herein described parcel;
3. THENCE, South 08°10'55" West, continuing along the proposed RAZORBACK L.L.C. D/B/A DIAMONDBACK PIPELINE L.L.C. ("DIAMONDBACK PIPELINE") pipeline easement a distance of 36.23 feet to southeasterly corner of the herein described parcel;
4. THENCE, North 25°19'13" West, along the proposed RAZORBACK L.L.C. D/B/A DIAMONDBACK PIPELINE L.L.C. ("DIAMONDBACK PIPELINE") pipeline easement a distance of 196.00 feet to the northwesterly corner of the herein described parcel;

Exhibit _____

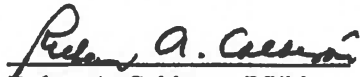
5. THENCE, North 64°40'47" East, continuing along the proposed RAZORBACK L.L.C. D/B/A DIAMONDBACK PIPELINE L.L.C. ("DIAMONDBACK PIPELINE") pipeline easement a distance of 129.74 feet to the northeasterly corner of the herein described parcel;
6. THENCE, South 08°10'55" West, continuing along the proposed RAZORBACK L.L.C. D/B/A DIAMONDBACK PIPELINE L.L.C. ("DIAMONDBACK PIPELINE") pipeline easement a distance of 23.98 feet to the **POINT OF BEGINNING** and containing 0.130 acres (5,680 square feet) of land.

Notes:

1. All bearings and coordinates are based on the Texas State Plane Coordinate System, South Zone, North American Datum of 1983, 1993 adjustment. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined adjustment factor of 0.99996.

2. A parcel plat of even date was prepared in conjunction with this property description.

I, Ruben A. Calderon, hereby certify that the above description is true and correct and depicts a survey made on the ground under my supervision during the month of February 2012.


Ruben A. Calderon, RPLS
Texas Registration Number 5109

RODS Surveying Inc.
6810 Lee Road
Spring, Texas 77379
Phone (281)-257-4020



Exhibit _____

County: Cameron
Railroad: West Rail Bypass
Project Limits:

PROPERTY DESCRIPTION FOR SITE 5 T.C.E. PART 1
RAZORBACK L.L.C. D/B/A DIAMONDBACK PIPELINE L.L.C. ("DIAMONDBACK PIPELINE")

Being 0.082 acres of land (3,564 square feet) out of the Jose Salvador de la Garza Survey, Abstract Number 2, Espiritu Santo Grant, Cameron County, Texas, said 0.082 acres also being out of a 16.260 acre tract described in a deed dated December 22, 2009 from Cameron County to the Cameron County Regional Mobility Authority and recorded in Volume 16799, Page 148 of the Official Records of Cameron County, said 16.260 acre tract also known as Parcel 12 of the West Rail Project as described in a deed dated November 13, 2006 from Luz Esquivel to Cameron County and recorded in Volume 13270, Page 231 of the Official Records of Cameron County, said 0.082 acres of land being more particularly described as follows;

COMMENCING at a 5/8 inch iron rod with RODS Surveying cap set for the northeasterly corner of said 16.260 acre tract, thence as follows:

South 08°15'55" West, along the easterly line of said Parcel 12 a distance of 623.80 feet to a point for a corner;

South 64°40'47" West, a distance of 149.74 feet to the **POINT OF BEGINNING** of the herein described parcel, said point also being the northeasterly corner of the herein described parcel, and having State Plane Coordinates surface value of X = 1,302,611.05 and Y = 16,524,326.94;

1. THENCE, South 08°10'55" West, a distance of 28.24 feet to a southeasterly corner of the herein described parcel, said point also being a northeasterly corner of the proposed RAZORBACK L.L.C. D/B/A DIAMONDBACK PIPELINE L.L.C. ("DIAMONDBACK PIPELINE") pipeline easement;
2. THENCE, South 64°40'47" West, along the northerly line of the proposed RAZORBACK L.L.C. D/B/A DIAMONDBACK PIPELINE L.L.C. ("DIAMONDBACK PIPELINE") pipeline easement a distance of 129.74 feet to the northwesterly corner of the proposed Diamondback pipeline easement;
3. THENCE, South 25°19'13" East, along the westerly line of the proposed RAZORBACK L.L.C. D/B/A DIAMONDBACK PIPELINE L.L.C. ("DIAMONDBACK PIPELINE") pipeline easement, a distance of 36.29 feet to a southeasterly corner of the herein described parcel;

Exhibit _____

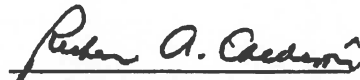
4. THENCE, South $64^{\circ}40'47''$ West a distance of 5.43 feet to a southwesterly corner of the herein described parcel;
5. THENCE, North $25^{\circ}19'13''$ West, a distance of 59.84 feet to the northwesterly corner of the herein described parcel;
6. THENCE, North $64^{\circ}40'47''$ East, a distance of 150.76 feet to the **POINT OF BEGINNING** and containing 0.082 acres (3,564 square feet) of land.

Notes:

1. All bearings and coordinates are based on the Texas State Plane Coordinate System, South Zone, North American Datum of 1983, 1993 adjustment. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined adjustment factor of 0.99996.

2. A parcel plat of even date was prepared in conjunction with this property description.

I, Ruben A. Calderon, hereby certify that the above description is true and correct and depicts a survey made on the ground under my supervision during the month of February 2012.


Ruben A. Calderon, RPLS
Texas Registration Number 5109

RODS Surveying Inc.
6810 Lee Road
Spring, Texas 77379
Phone (281)-257-4020



Exhibit _____

County: Cameron
Railroad: West Rail Bypass
Project Limits:

PROPERTY DESCRIPTION FOR SITE 5 T.C.E. PART 2
RAZORBACK L.L.C. D/B/A DIAMONDBACK PIPELINE L.L.C. ("DIAMONDBACK PIPELINE")

Being 0.034 acres of land (1,484 square feet) out of the Jose Salvador de la Garza Survey, Abstract Number 2, Espiritu Santo Grant, Cameron County, Texas, said 0.034 acres also being out of a 16.260 acre tract described in a deed dated December 22, 2009 from Cameron County to the Cameron County Regional Mobility Authority and recorded in Volume 16799, Page 148 of the Official Records of Cameron County, said 16.260 acre tract also known as Parcel 12 of the West Rail Project as described in a deed dated November 13, 2006 from Luz Esquivel to Cameron County and recorded in Volume 13270, Page 231 of the Official Records of Cameron County, said 0.034 acres of land being more particularly described as follows;

COMMENCING at a 5/8 inch iron rod with RODS Surveying cap set for the northeasterly corner of said 16.260 acre tract, thence as follows:

South 08°15'55" West, along the easterly line of said Parcel 12 a distance of 676.08 feet to a point for a corner;

South 64°40'47" West, a distance of 149.65 feet to the **POINT OF BEGINNING** of the herein described parcel, said point also being the northeasterly corner of the herein described parcel and the southeasterly corner of the proposed RAZORBACK L.L.C. D/B/A DIAMONDBACK PIPELINE L.L.C. ("DIAMONDBACK PIPELINE") pipeline easement, and having State Plane Coordinates surface value of X = 1,302,603.62 and Y = 16,524,275.25;

1. **THENCE**, South 08°10'55" West, a distance of 19.54 feet to southeasterly corner of the herein described parcel
2. **THENCE**, South 64°40'47" West, a distance of 85.71 feet to the southwesterly corner of the herein described parcel, said point being in an easterly line of the proposed RAZORBACK L.L.C. D/B/A DIAMONDBACK PIPELINE L.L.C. ("DIAMONDBACK PIPELINE") pipeline easement;
3. **THENCE**, North 25°19'13" West, along the proposed RAZORBACK L.L.C. D/B/A DIAMONDBACK PIPELINE L.L.C. ("DIAMONDBACK PIPELINE") pipeline easement a distance of 16.29 feet to the northwesterly corner of the herein described parcel;

Exhibit _____

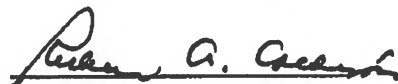
4. THENCE, North 64°40'47" East, continuing along the proposed RAZORBACK L.L.C. D/B/A DIAMONDBACK PIPELINE L.L.C. ("DIAMONDBACK PIPELINE") pipeline easement a distance of 96.50 feet to the POINT OF BEGINNING and containing 0.034 acres (1,484 square feet) of land.

Notes:

1. All bearings and coordinates are based on the Texas State Plane Coordinate System, South Zone, North American Datum of 1983, 1993 adjustment. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined adjustment factor of 0.99996.

2. A parcel plat of even date was prepared in conjunction with this property description.

I, Ruben A. Calderon, hereby certify that the above description is true and correct and depicts a survey made on the ground under my supervision during the month of February 2012.


Ruben A. Calderon, RPLS
Texas Registration Number 5109

RODS Surveying Inc.
6810 Lee Road
Spring, Texas 77379
Phone (281)-257-4020



Exhibit _____

County: Cameron
Railroad: West Rail Bypass
Project Limits:

PROPERTY DESCRIPTION FOR SITE 5 T.C.E. PART 3
RAZORBACK L.L.C. D/B/A DIAMONDBACK PIPELINE L.L.C. ("DIAMONDBACK PIPELINE")

Being 0.008 acres of land (347 square feet) out of the Jose Salvador de la Garza Survey, Abstract Number 2, Espiritu Santo Grant, Cameron County, Texas, said 0.008 acres also being out of a 16.260 acre tract described in a deed dated December 22, 2009 from Cameron County to the Cameron County Regional Mobility Authority and recorded in Volume 16799, Page 148 of the Official Records of Cameron County, said 16.260 acre tract also known as Parcel 12 of the West Rail Project as described in a deed dated November 13, 2006 from Luz Esquivel to Cameron County and recorded in Volume 13270, Page 231 of the Official Records of Cameron County, said 0.008 acres of land being more particularly described as follows;

COMMENCING at a 5/8 inch iron rod with RODS Surveying cap set for the northeasterly corner of said 16.260 acre tract, thence as follows:

South 08°15'55" West, along the easterly line of said Parcel 12 a distance of 1039.65 feet to a point for a corner;

South 82°30'23" West, along the southerly line of said Parcel 12 a distance of 129.08 feet to a point for a corner;

North 08°10'55" East, a distance of 94.94 feet to the **POINT OF BEGINNING** of the herein described parcel, said point also being the southwesterly corner of the herein described parcel, and having State Plane Coordinates surface value of X = 1,302,572.18 and Y = 16,524,056.59;

1. THENCE, North 25°19'13" West, a distance of 67.91 feet to the northwesterly corner of the herein described parcel;
2. THENCE, North 64°40'47" East, a distance of 5.43 feet to the northeasterly corner of the herein described parcel, said point being in the westerly line of the proposed RAZORBACK L.L.C. D/B/A DIAMONDBACK PIPELINE L.L.C. ("DIAMONDBACK PIPELINE") pipeline easement;
3. THENCE, South 25°19'13" East, along the proposed RAZORBACK L.L.C. D/B/A DIAMONDBACK PIPELINE L.L.C. ("DIAMONDBACK PIPELINE") pipeline easement a distance of 59.71 feet to the southeasterly corner of the herein described parcel;

Exhibit _____


4. THENCE, South 08°10'55" West, a distance of 9.84 feet to the **POINT OF BEGINNING** and containing 0.008 acres (347 square feet) of land.

Notes:

1. All bearings and coordinates are based on the Texas State Plane Coordinate System, South Zone, North American Datum of 1983, 1993 adjustment. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined adjustment factor of 0.99996.

2. A parcel plat of even date was prepared in conjunction with this property description.

I, Ruben A. Calderon, hereby certify that the above description is true and correct and depicts a survey made on the ground under my supervision during the month of February 2012.


Ruben A. Calderon, RPLS
Texas Registration Number 5109

RODS Surveying Inc.
6810 Lee Road
Spring, Texas 77379
Phone (281)-257-4020



Exhibit _____

County: Cameron
Railroad: West Rail Bypass
Project Limits:

PROPERTY DESCRIPTION FOR SITE 5 T.C.E. PART 4
RAZORBACK L.L.C. D/B/A DIAMONDBACK PIPELINE L.L.C. ("DIAMONDBACK PIPELINE")

Being 0.007 acres of land (288 square feet) out of the Jose Salvador de la Garza Survey, Abstract Number 2, Espiritu Santo Grant, Cameron County, Texas, said 0.007 acres also being out of a 16.260 acre tract described in a deed dated December 22, 2009 from Cameron County to the Cameron County Regional Mobility Authority and recorded in Volume 16799, Page 148 of the Official Records of Cameron County, said 16.260 acre tract also known as Parcel 12 of the West Rail Project as described in a deed dated November 13, 2006 from Luz Esquivel to Cameron County and recorded in Volume 13270, Page 231 of the Official Records of Cameron County, said 0.007 acres of land being more particularly described as follows;

COMMENCING at a 5/8 inch iron rod with RODS Surveying cap set for the northeasterly corner of said 16.260 acre tract, thence as follows:

South 08°15'55" West, along the easterly line of said Parcel 12 a distance of 1039.65 feet to a point for a corner;

South 82°30'23" West, along the southerly line of said Parcel 12 a distance of 129.08 feet to a point for a corner;

North 08°10'55" East, a distance of 141.01 feet to the **POINT OF BEGINNING** of the herein described parcel, said point also being the southwesterly corner of the herein described parcel, and having State Plane Coordinates surface value of X = 1,302,578.73 and Y = 16,524,102.20, said point being in the easterly line of the proposed RAZORBACK L.L.C. D/B/A DIAMONDBACK PIPELINE L.L.C. ("DIAMONDBACK PIPELINE") pipeline easement;

1. THENCE, North 25°19'13" West, along the proposed RAZORBACK L.L.C. D/B/A DIAMONDBACK PIPELINE L.L.C. ("DIAMONDBACK PIPELINE") pipeline easement a distance of 29.49 feet to the northwesterly corner of the herein described parcel;
2. THENCE, North 64°40'47" East, a distance of 19.52 feet to the northeasterly corner of the herein described parcel;
3. THENCE, South 08°10'55" West, a distance of 35.37 feet to the **POINT OF BEGINNING** and containing 0.007 acres (288 square feet) of land.

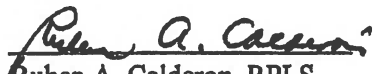
Notes:

Exhibit _____

1. All bearings and coordinates are based on the Texas State Plane Coordinate System, South Zone, North American Datum of 1983, 1993 adjustment. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined adjustment factor of 0.99996.

2. A parcel plat of even date was prepared in conjunction with this property description.

I, Ruben A. Calderon, hereby certify that the above description is true and correct and depicts a survey made on the ground under my supervision during the month of February 2012.


Ruben A. Calderon, RPLS
Texas Registration Number 5109

RODS Surveying Inc.
6810 Lee Road
Spring, Texas 77379
Phone (281)-257-4020



LEGEND
 SURVEYED BOUNDARY
 CONVEYANCE PROFILE
 PLAT BOUNDARY
 EDGE OF EASEMENT
 TEMPORARY WORKSPACE
 AERIAL PHOTOGRAPH
 WORKSPACE
 BOUNDARY
 FORCE LINE
 CROSSING POINT
 POINT OF INTERSECTION
 FOUND MONUMENT
 FORCE POST/ANCHOR

RAZORBACK L.L.C. D/B/A DIAMONDBACK PIPELINE L.L.C. ("DIAMONDBACK PIPELINE")

WEST RAIL SITE 5
 JOSE SALVADOR DE LA GARZA ESPERITU SANTO GRANT SURVEY
 ABSTRACT No. 2
 CAMERON COUNTY, TEXAS
 EASTMENT PLAT

PARCEL 12 WEST RAIL PROJECT
 VOL. 13278, PG. 231, O.R.C.C.
 18.260 ACRES
 CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
 VOL. 16799, PG. 148, O.R.C.C.

SCALE 1"=100'

LINE TABLE		
L1	S 08°10'55" W	38.33'
L2	S 08°10'55" W	21.98'
L3	S 08°10'55" W	28.34'
L4	S 25°10'13" E	36.89'
L5	S 64°40'47" W	5.43'
L6	S 08°10'55" W	18.54'
L7	N 25°10'13" W	18.29'
L8	N 64°40'47" E	5.43'
L9	S 25°10'13" E	26.71'
L10	S 08°10'55" W	9.84'
L11	N 25°10'13" W	26.49'
L12	N 64°40'47" E	19.52'
L13	S 08°10'55" W	35.37'

CPSC INTERNATIONAL
 AGREEMENT FOR JOINT USE
 OF R.O.W. WITH C.C.D.O.
 VOL. 5854, PG. 120 O.R.C.C.
 SEPTEMBER 17, 1999

ALL COORDINATE BEARINGS AND DISTANCES ARE
 SURFACE AND ARE REFERENCED TO THE STATE PLANE
 COORDINATE SYSTEM, SOUTH ZONE (SPS), NORTH
 AMERICAN DATUM OF 1983. SURFACE ADJUSTMENT
 FACTOR = 0.99998.

PROJECT CONTROL IS BASED ON EXISTING WEST RAIL
 RIGHT-OF-WAY CONTROL.

RODS
 Surveying, Inc.

8410 LAT ROAD
 SUITE 100
 FORT WORTH, TEXAS 76117
 TEL: (817) 737-1000
 FAX: (817) 737-1001

ORIGINAL DOCUMENT SIZE: 11" X 17"

WEST RAIL SITE 5	
DATE: FEBRUARY, 2012	
FILE: WRAIL_SITE 5.dgn	
DRAWN BY: tsalethammer	
SHEET: 1 OF 1	

NOTES:
 O.R.C.C. = OFFICIAL RECORDS CAMERON COUNTY
 O.R.C.C. = OFFICIAL RECORDS CAMERON COUNTY
 O.R.C.C. = OFFICIAL PUBLIC RECORDS
 P.O.B. = POINT OF BEGINNING
 P.O.T. = POINT OF TERMINUS
 P.O.C. = POINT OF COMMENCEMENT



Ruben A. Calderon
 RUBEN A. CALDERON, R.P.L.S. No. 5109
 FEBRUARY, 2012

CERTIFICATION IS MADE TO THE LOCATION OF THIS EASEMENT
 USING DOCUMENTATION AND FIELD EVIDENCE AVAILABLE TO THE
 SURVEYOR AT THE TIME OF THE SURVEY MADE ON THE GROUND
 UNDER MY SUPERVISION AND SHOWN HEREON. THIS PLAT DOES
 NOT IN ANY WAY REPRESENT A "THOUGHTFUL SURVEY" AND DOES
 NOT COMPLY WITH TEXAS BOARD OF PROFESSIONAL LAND
 SURVEYING MINIMUM STANDARDS OF PROCEDURES FOR A
 BOUNDARY SURVEY. THIS CERTIFICATION IS MADE AND LIMITED TO
 THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS
 SURVEY AND IS NON-TRANSFERABLE.

EXHIBIT B TO PIPELINE RIGHT OF WAY AND EASEMENT AGREEMENT

NOTICE OF CONFIDENTIALITY RIGHTS:

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

QUIT CLAIM DEED

Transferor: RAZORBACK L.L.C., D/B/A DIAMONDBACK PIPELINE L.L.C.

Transferor's Mailing Address (including county):

1670 Broadway, Suite 3100
Denver, Denver County, Colorado 80202

Transferee: CAMERON COUNTY, TEXAS

Transferee's Mailing Address (including county):

1100 East Monroe Street
Brownsville, Cameron County, Texas 78520

Consideration:

For TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration receipt of which is hereby acknowledged.

Quit Claimed Easement and Property:

The Quit Claimed Easement Property are particularly described in that certain Agreement for Joint Use of Right of Way as attached hereto as **Exhibit 1** and incorporated by reference.

Transferor, for the consideration herein acknowledged, QUIT CLAIMS, TRANSFERS, AND ASSIGNS to Transferee all Transferor's right, title, and interest in the Quit Claimed Easement after relocation of its 6" and 8" pipelines pursuant to that certain Pipeline Adjustment Agreement between Transferor and Transferee. Neither Transferor nor Transferor's successors or assigns shall have, claim, or demand any right, title, or interest in all or any part of the Quit Claimed Easement.

When the context requires, singular nouns and pronouns include the plural.

SIGNATURE PAGE TO FOLLOW:

EXECUTED on this 30 day of September 2015.

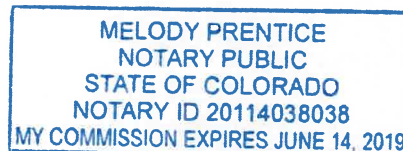
**RAZORBACK L.L.C. D/B/A
DIAMONDBACK PIPELINE L.L.C.**

By: 
Michael A. Hammell,
Executive Vice President

STATE OF COLORADO §
COUNTY OF DENVER § **CERTIFICATE OF ACKNOWLEDGMENT**

Before me, the undersigned Notary Public, on this day personally appeared Michael A. Hammell, in his capacity as Executive Vice President of the **RAZORBACK L.L.C. D/B/A DIAMONDBACK PIPELINE L.L.C.**, and who acknowledged to me that he executed the instrument for the purposes therein expressed and in the capacity therein stated. Given under my hand and seal of office on this 30 day of September 2015.


Notary Public in and for the State of Texas



AFTER RECORDING RETURN TO:

**RAZORBACK L.L.C., D/B/A
DIAMONDBACK PIPELINE L.L.C.
1670 BROADWAY, SUITE 3100
DENVER, COLORADO 80202**

PREPARED IN THE OFFICES OF:

**THE RENTFRO LAW FIRM, P.L.L.C.
2200 BOCA CHICA BOULEVARD
SUITE 120
BROWNSVILLE, TEXAS 78521**

EXHIBIT 1 TO QUIT CLAIM DEED

AGREEMENT FOR JOINT USE OF RIGHT OF WAY

Whereas CPSC International proposes to construct two (2) pipelines, either crossing or paralleling Main Ditch Drain Number 1 & 3 in the locations indicated on the attached maps, to provide hydrocarbons for Human needs

Whereas CPSC International has requested permission to install two underground pipelines within the right of way of the above mentioned ditch.

Then therefore CPSC International and Cameron County Drainage District one acting under the authority of resolutions passed by the respective governing bodies of CPSC International and Cameron County Drainage District Number One, do hereby agree:

1. Cameron County Drainage District Number One grants permission to CPSC International to survey, construct and maintain two pipelines along the right of way of the drainage ditch between State Highway 77 and Butler Rd. to the extent of such rights as Cameron County Drainage District Number One has in such right of way.
2. Cameron County Drainage District Number One agrees to notify CPSC International or it's designee at least 48 hours prior to any work done for maintenance on this ditch. CPSC International agrees to hold Cameron County Drainage District Number One harmless for damage done to the pipelines in connection with any maintenance of the Cameron County District Number One and CPSC International agrees to repair any Damages at no cost to the Cameron County Drainage District Number One.

Agreed to and Executed this the 17 day of September, 1999.

By: Eric B. DuBose
Eric B. DuBose President of CPSC International

By: Sam Sato
Sam Sato, President, Cameron County Drainage District Number One

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned a Notary Public and for said County and State, on this day Personally appeared Eric B. DuBose President. CPSC International known to me to be the The person whose name is subscribed to the foregoing instrument, and acknowledged to me That he executed this same for the purpose and consideration therein stated.

Given under my hand and seal of office this 17th day of September, 1999

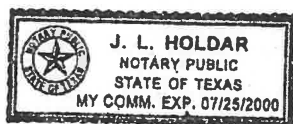


[Signature]
Notary Public in and for the State of Texas
My Commission Expires July 17, 2002

THE STATE OF TEXAS
COUNTY OF CAMERON

BEFORE ME, the undersigned, a Notary Public and for said County and State, on this day Personally appeared Sam Sato, President, Cameron County Drainage District Number One, Known to me to be the person whose name is subscribed to the foregoing instrument, and Acknowledged to me that he executed the same for the purposes and consideration therein Stated and as the act and deed of said Cameron County Drainage District Number One.

Given under my hand and seal of office this 27th day of September, 1999.



[Signature]
Notary Public in and for the State of Texas
My Commission Expires 7/25/2000

42237

After filing, return to the following address:

Cameron County Drainage District #1
C/O: Holdar-Garcia & Associates, Inc.
755 Land O'Lakes Drive
Brownsville, TX 78521

ML 5854-131

FILED FOR RECORD

AT _____

1999 SEP 30 P 2:47

JULIA RIVERA
CLERK COUNTY COURT
CAMERON COUNTY, TEXAS
BY _____ DEPUTY

STATE OF TEXAS
COUNTY OF CAMERON

I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me and was duly
RECORDED in the Volume and page of the named RECORD
of Cameron County, Texas as stamped hereon by me



J. Rivera
County Clerk
Cameron County, Texas

C.C.D.D. #1 DITCH NO.3 (SM-01)

PARCEL NUMBER	DEED RECORD VOL./PAGE	GRANTOR	WIDTH/ LENGTH	REMARKS
3-1	20/127-132	THE BROWNSVILLE IRRIGATION CO.	100/	UNDER DIST. 6 MAIN CANAL
3-2	34/10-15	THE FRESNOS LAND AND IRRIGATION CO.	100/6975.3	DOES NOT INCLUDE BAI LEY ACREAGE
3-3	20/127-132	THE BROWNSVILLE IRRIGATION CO.	100/5,188	SHARE 22
3-4	20/106-110	D.P. GAY	100/2091	SHARE 15
3-5	17/299-308	MARIE GROGAN	100/2211	SHARE 14 3rd TRACT
3-6	17/377-383	M.H. CROSS	100/3300	SHARE 22
3-7	31/502-505	E.K. GOODRICH	100/	SHARE 22
3-8				
3-9	31/502-505	E.K. GOODRICH	100/1433.3	SHARE 22 R.A. LIECK
3-10	22/313-317	LON. C. HILL	100/348	SHARE 22
3-11	18/1-4	E.K. BUTLER	100/	SHARE 22
3-12	20/127-132	THE BROWNSVILLE IRRIGATION CO.	100/5188	SHARE 22
3-13	20/127-132	THE BROWNSVILLE IRRIGATION CO.	100/140	SHARE 22
3-14	16/230-234	F.M. PREUCIL	100/1057	SHARE 22
3-15	17/377-383	M.H. CROSS	100/2980	2nd TRACT SHARE 22
3-16	EMILIA SUBD 12/52 C.C.M.R.	CHAMPION	100/4000±	SHARE 22
3-17	947-927	JESSE		
	15/403-406	MARY R. ROCKWELL	100/1050	

Right of Way Deed

To J. P. Gay

to

Cameron County

Drainage District No. 1

The State of Texas

County of Cameron

Whereas, there has been established in Cameron County, Texas, a Drainage District known as "Cameron County Drainage District Number One (1)", which said Drainage District includes lands owned by me, the undersigned, in said County; and

Whereas, by reason of the completion of the system of Drainage proposed to be established in said District, and for the establishment and continued operation of which, said District was organized, great and lasting benefits will accrue to lands embraced therein, whereby the value of such lands will be greatly enhanced, and the owner or owners thereof correspondingly benefited; and,

Whereas, for the purpose of the establishment, successful operation and continued use of said Drainage District, such District will need, and of necessity must have, certain lands owned by me in said District;

Now Therefore, I, J. P. Gay, of the County of Cameron, State of Texas, for and in consideration of the construction of such proposed system of Drainage, and the benefits to accrue to me by reason thereof, and the enhanced value of the lands owned by me, in said Drainage District, and the further consideration of the sum of One Dollar (\$1.00) cash to me in hand paid by said Cameron County Drainage District Number One (1) by J. C. Bennett, George M. Smith, and J. R. Copeland, Drainage Commissioners of said Drainage District, have granted, sold and conveyed, and do hereby present, do grant, sell and convey unto the said J. C. Bennett, George M. Smith, and J. R. Copeland, as Drainage Commissioners and for Cameron County Drainage District Number One (1), and their successors, the sum of One Dollar (\$1.00) to said Drainage District.

Whereas,
the
said
County
of
Cameron
includes
lands
owned
by
me,
the
undersigned,
in
said
County;

Whereas,
by
reason
of
the
completion
of
the
system
of
Drainage
proposed
to
be
established
in
said
District,
and
for
the
establishment
and
continued
operation
of
which,
said
District
was
organized,
great
and
lasting
benefits
will
accrue
to
lands
embraced
therein,
whereby
the
value
of
such
lands
will
be
greatly
enhanced,
and
the
owner
or
owners
thereof
correspondingly
benefited;

Whereas,
for
the
purpose
of
the
establishment,
successful
operation
and
continued
use
of
said
Drainage
District,
such
District
will
need,
and
of
necessity
must
have,
certain
lands
owned
by
me
in
said
District;

Now
Therefore,
I,
J. P. Gay,
of
the
County
of
Cameron,
State
of
Texas,
for
and
in
consideration
of
the
construction
of
such
proposed
system
of
Drainage,
and
the
benefits
to
accrue
to
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by
reason
thereof,
and
the
enhanced
value
of
the
lands
owned
by
me,
in
said
Drainage
District,
and
the
further
consideration
of
the
sum
of
One
Dollar
(\$1.00)
cash
to
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in
hand
paid
by
said
Cameron
County
Drainage
District
Number
One
(1)
by
J. C. Bennett,
George
M. Smith,
and
J. R. Copeland,
Drainage
Commissioners
of
said
Drainage
District,
have
granted,
sold
and
conveyed,
and
do
hereby
present,
do
grant,
sell
and
convey
unto
the
said
J. C. Bennett,
George
M. Smith,
and
J. R. Copeland,
as
Drainage
Commissioners
and
for
Cameron
County
Drainage
District
Number
One
(1),
and
their
successors,
the
sum
of
One
Dollar
(\$1.00)
to
said
Drainage
District.

Number One (1), free of charge, as set to said District, for its use, to be used for Right of Way Purpose, for such ditches, laterals, canals and other work as may be necessary to the construction, completion, maintenance and continued use of such Drainage System, all my own third undivided interest in or part of the following described tract, piece or parcels of land lying and being situated in the county of Cameron, State of Texas, and within the limits and boundary of said Cameron County Drainage District Number One (1) to wit:

First Tract

Approximately four and 1/2 (4.50) acres of land out of Partition No. 3 (after 185) of the Espartero Santo Grant, (El de la Jarga, original grantee) - as set apart in entirety to Augustine Miralieu, by that certain Final Decree of Partition made and entered in the District Court of Cameron County, Texas, at the May Term A.D. 1889, in that certain partition suit then pending therein numbered and styled, "No. 12 vs. M. Mundy, N. King et al vs. Thomas Carson Administrator of the Estate of Maria Josefa Cavazos et al." which said decree of partition is now here referred to and made a part hereof for greater certainty of description of said share Number 3 (after 185), being a strip of land 100 feet wide, and lying between parallel lines 50 feet on either side of the located center line for Drainage Ditch No. 2, as shown by the Drainage Map of said District now on file in the office of the County Clerk of Cameron County, Texas, to which reference is hereby made for greater certainty of description. This said center line being more fully described as follows:-

commencing at a point and stais in the outer
line of a small recess commonly known and called
"Merguete Bay", and on the east line of shore No 15.
The said beginning point being N. 71° E 1078 feet from
the S.W. corner of a 250 acre tract of land formerly owned
by Mrs. J. G. Crow and now owned by B. D. Newman.
thence N. 70° E. 1078 feet more to the same station
No 717 & 50.

Station No. 113. 20 mls each season 4.5 dist to

• 1000 ft. up and reach 272 feet to the

west line of share No. 15

The said strip of land 100 feet wide and lying 50 ft. on either side of the above described line contains 4 1/2 100 acres of land.

Second Tract

Approximately three and two hundred thirty-five (335) acres of land out of Partition share Number Fifteen (15) of said Capitan Land Grant, as set apart in entirety to Augustin Miralles, Assignee in the above mentioned decree of partition.

Being a strip of land 100 feet wide and lying between parallel lines 50 feet on either side of the located center line for ditch No. 2, as shown by the map of said Drainage District now on file in the office of the County Clerk of Cameron County, Texas, to which map reference is hereby made for greater certainty of description.

The said strip of land being more fully described by meter and bounds as follows, to wit:

Commencing at a point and stake on the east line of share No. 15, and being N. 70° E. 1325 feet from the S.W. corner of a 150-acre tract of land out of share No. 15, and as was conveyed by the B. L. & C. Co. to E. H. Butler

thence S. 72° 29' W. 2921 feet to the west line of share 15, thence N. 70° E. 1325 feet to stake for corner

thence S. 72° 31' E. 2921 feet to the east line of share 15, thence S. 70° E. 1325 feet to the place of beginning, containing by these meter and bounds 5 2/100 acres of land.

To Have and To Hold the above described land unto the said J. C. Bennett, George D. Smith, and J. B. Copeland, as Drainage Commissioners for Cameron

County Drainage District Number One (1), and to their successors in office and to said Cameron County Drainage District Number One (1), together with all and

whenever the right, members, hereditaments and appurtenances to the same, belonging or in anywise incident or appertaining to be used for such Drainage

purpose as herein and hereafter may be required, my heirs, executors and administrators and legal representatives to warrant and forever defend said land and premises

Filed for record at St. Louis Mo April 2 1912 and
 duly recorded at St. Louis Mo May 20 1912 J. M. Collier

Right of Way Deed

The Ohio & Texas Sugar Company

to

Cameron County Drainage

District Number One (1) This State of Texas

County of Cameron Texas

There has been established in Cameron County, Texas, a
 Drainage District, known as Cameron County Drainage
 District Number One (1) which said Drainage District
 includes lands owned by The Ohio & Texas Sugar Company
 in said County; and

Whereas, in reason of the completion of the sys-
 tem of Drainage proposed to be established in said
 District, and for the establishment and continued
 operation of which said Drainage District was organized,
 great and lasting benefits will accrue to lands embraced
 therein, whereby the value of such lands will be greatly
 enhanced, and the owner, or owners thereof, correspond-
 ingly benefited; and

Whereas, for the purpose of establishment, success-
 ful operation and continued use of said Drainage Dis-
 trict, such District will need, and of necessity must
 have, certain lands owned by the undersigned The Ohio
 & Texas Sugar Company, in said District; and

Whereas, the grantor herein The Ohio & Texas
 Sugar Company, a private corporation, duly incorporated
 and existing under and by virtue of the laws of the
 State of Ohio has been placed in the hands of a Receiver
 and its assets taken in charge by the Circuit Court
 of the United States in the Southern District of Texas,
 and

Whereas, J. M. Blower, of the City of St. Louis, and
 State of Mo., has been duly appointed and constituted the
 Receiver of said Court, as the Receiver for said corporation,
 and has qualified thereunder, and is now acting as

the said
 order

passing
 copy of
 said
 at New
 the City
 of Mo.

the City
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**4-D CONSIDERATION AND APPROVAL OF A RESOLUTION
AUTHORIZING THE INVESTMENT OF CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY FUNDS WITH TEXAS
REGIONAL BANK IN THE FORM OF CERTIFICATES OF DEPOSITS
AND AUTHORIZING THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY INVESTMENT OFFICER TO PROCEED
WITH THE INVESTMENT OF CERTIFICATE OF DEPOSITS WITH
TEXAS REGIONAL BANK**



MEMORANDUM

TO: CCRMA Board of Directors

FROM: Adrian Rincones
Chief Financial Officer

A handwritten signature in black ink, appearing to be "Ar", is written over the name "Adrian Rincones" in the "FROM" field.

DATE: November 12, 2015

SUBJ: Item 4D "Consideration and Approval of a Resolution Authorizing the investment of Cameron County Regional Mobility Authority funds with Texas Regional Bank in the form of Certificates of Deposits and Authorizing the Cameron County Regional Mobility Authority Investment Officer to proceed with the investment of Certificate of Deposits with Texas Regional Bank"

On September 10, 2015 the board gave approval for the CCRMA Investment Officer to pursue the process of investing our 2010 debt reserves in certificates of deposit with Texas Regional Bank. We have since coordinated the process between our Bond Trustee Bank of New York Mellon, financial institution Texas Regional Bank, and our Financial Advisors Estrada Hinojosa.

We now have the Bank Depository Services Collateral Agreement which outlines the responsibilities of Texas Regional Bank in sufficiently collateralizing our deposits in compliance with our investment policy and the Texas Public Funds Investment Act and the Texas Public Funds Collateral Act for final approval. We also have a Bank Depository Resolution identifying the authorized signers of the CCRMA for Texas Regional Bank financial accounts for final approval.

We will be opening 4 certificates of deposit with staggering maturities of 6 – 18 months in order to capitalize on current and future interest rates and availability for debt payments in compliance with our bond indentures.

These accounts are subject to the 2010 Trust Indenture with Bank of New York Mellon and will be opened as trust accounts in care of the Cameron County Regional Mobility Authority.

We recommend the board give approval to the CCRMA investment officer to move forward and finalize the opening of accounts and execute the Depository Resolution.

STATE OF TEXAS §
 §
COUNTY OF CAMERON §

BANKING RESOLUTION OF CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

On November 12, 2015, a meeting of the Cameron County Regional Mobility Authority of CAMERON COUNTY, TEXAS, a political subdivision of the State of Texas, was conducted at the Cameron County Annex building at 1390 West I69E in San Benito, Texas. Such meeting was called and held in accordance with provisions of the Transportation Code and the petition and approval process established in 43 TEX. ADMIN. CODE § 26.01, *et. seq.* (the "RMA Rules").

There being a quorum of said Board present at such meeting, the following resolution was duly and legally adopted, and same now appear in the permanent records (i.e., Minutes) of the Cameron County Regional Mobility Authority of CAMERON COUNTY, TEXAS, same having not been rescinded or revoked:

BE IT RESOLVED, that Texas Regional Bank, Brownsville, Cameron County, Texas, is designated as a depository for the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY under the rules and regulations prescribed by said BANK from time to time and pursuant to the governing law, such that one or more certificate of deposit accounts, and other accounts necessary to establish certificates of deposits by and in the name of, or in care of by designated trustee for CAMERON COUNTY REGIONAL MOBILITY AUTHORITY will be established and maintained at the said BANK.

BE IT RESOLVED, that as prescribed by law, the following Officers or Staff of the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, are authorized on behalf of the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, and as its own act, to sign checks, drafts, notes, bills of exchange, acceptances or other orders for the payment of money; to endorse any checks, notes, bills or other instruments owned, held or endorsed, to the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY; or to do any other convenient or necessary acts to the opening, maintenance and closing of the accounts, and to the deposit of funds - whether represented by cash, checks, notes, other similar instruments or evidence of indebtedness - or to the withdrawal of funds from the accounts: officials named on the signature cards - all mandated by law, using CAMERON COUNTY REGIONAL MOBILITY AUTHORITY Warrants and the like, and following all counter-signature requirements, if any. Such Officers or Staff authorized are:

David E. Alex, Chairman

Michael F. Scaief, Treasurer

Pedro Sepulveda, Jr., Executive Director

BE IT RESOLVED, that the said Bank is authorized to honor and pay any and all checks and drafts of the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY if signed as provided in this Resolution, whether or not payable to the person or persons signing them; that checks, drafts, bills of exchange and other evidence, indebtedness may be endorsed for deposit to the account or accounts of the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY by any of the officers or agents indicated above or by any other authorized employee or agent of the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, which may be endorsed for deposit or collection in writing or by stamp without designation of the person making the endorsement; and that the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY guarantees all prior endorsements on all checks, drafts, notes or other instruments or evidences of indebtedness that may be deposited by it with said BANK as authorized by law.

EXECUTED and EFFECTIVE this 17 day of November, 2015.

Pete Sepulveda, Jr.

Pete Sepulveda, Jr.
Executive Director
Cameron County Regional Mobility Authority

State of Texas
County of Cameron

Sworn to and subscribed before me on the 17 day of November, 2015,
by Pete Sepulveda, Jr.

Valerie Juarez

Notary Public




**4-E CONSIDERATION AND APPROVAL OF A MASTER SERVICE
AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY AND SCHNEIDER ELECTRIC**



MEMORANDUM

TO: CCRMA Board of Directors

FROM: Adrian Rincones
Chief Financial Officer 

DATE: November 12, 2015

SUBJ: CCRMA and Schneider Electric Master Services Agreement

Schneider Electric (Schneider) is our Toll Equipment and Systems Provider for the SH550. They provide the maintenance and processing for all lane equipment which includes some of the following, lane cameras, readers, servers, temperature control systems, electrical equipment, ups backups, radio and internet connectivity, etc...

In the past CCRMA has contracted Schneider through a contract with CTRMA to provide both maintenance, and toll systems implementation. Now that the toll systems have been implemented and complete on the SH550 we recommend contracting with Schneider directly and have mutually developed this Master Services Agreement to be the general contract for future services.

Schneider will continue to provide maintenance of lane equipment and repairs and replacement as needed. Schneider will also be providing the Project Host Server required to implement our International Bride Interoperability and potential future Back Office System.

This contract qualifies under Section 8.8 "Single Source Contracts" of Section 8. "Consulting Services" of the CCRMA Procurement Policies. Under this section the Executive Director may determine that only one prospective consultant possesses the qualifications to provide the services required by the CCRMA at a reasonable fee and within limitations. Schneider was the Toll Systems Provider and utilizes its proprietary software in the operations of the toll system and lane equipment and would be the only provider to properly maintain its equipment. In order to procure another provider would require the procurement of new lane systems and software at the unnecessary expense of the CCRMA.

Staff recommends board approval of the Master Services Agreement with Schneider Electric,

Master Services Agreement

This Agreement is made this 12 day of November, 2015, between: CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, a government organized under the laws of Texas, with offices at 3461 Carmen Ave, Rancho Viejo, and TX 78575, (hereinafter called "Customer"

and

Schneider Electric Mobility NA, Inc, a limited liability company organized under the laws of Delaware with offices at 1390 Piccard Dr, Rockville, Maryland 20850, (hereinafter called "Schneider Electric").

This Agreement Witnesses that in consideration of the mutual covenants contained herein the Parties agree as follows:

Article 1 - Definitions

1.1 Definitions. In this Agreement, the following terms shall have the following meanings:

"Agreement" means this agreement and all schedules attached to this Agreement as the same may be amended from time to time and the expressions "hereof", "hereto", "hereunder" and similar expressions refer to this Agreement, including all schedules and not to any particular article or section.

"Person" includes an individual, corporation, partnership, joint venture, trust, unincorporated organization, the Crown or any agency or instrumentality thereof or any other judicial entity recognised by law.

"Project Schedule" means the schedule for the completion of the Work as set out in each individual Work Authorization in connection with this Agreement.

"Software" means any computer programs in object code/binary format only, to be provided by Schneider Electric as described in each individual Work Authorization in connection with this Agreement.

"Work" means the services, information, labor, training, documentation and materials to be provided hereunder by Schneider Electric in accordance with the provisions of this Agreement.

Article 2 - Performance Of The Work

2.1 Work Authorizations: Each activity, task, or project that is expected to result in a fee to Schneider Electric shall be performed pursuant to a separate Work Authorization signed by the Customer and Schneider Electric. Work shall be in accordance with the scope, schedule, and budget set forth in work authorization. Upon directive either oral or written from the Customer, Schneider Electric shall prepare the work authorization for the specific task, to be submitted for the Customer's approval. No work shall begin on the activity until the Work Authorization is approved and fully executed. The basis for payment on each Work Authorization will be either (i) lump sum or (ii) cost plus to a maximum, as stipulated in the Work Authorization. In neither case will the maximum be exceeded without prior written approval from the customer. The costs associated with work performed on any Work Authorization will be tracked and reported to the customer separately from other worked performed by Schneider Electric.

- 2.2 General Description.** Schneider Electric shall carry out the Work in a prompt, skillful and careful manner, using qualified personnel and in accordance with the latest recognized industry standards and practices applicable thereto. The Work shall be performed and the Software and other Deliverables and training shall be supplied in accordance with this Agreement.
- 2.3 Project Schedule.** Schneider Electric shall perform the Work in accordance with the Project Schedule attached to each Work Authorization in connection with this Agreement.
- 2.4 Approval of Work.** Customer shall promptly review any documents submitted for approval and provide responses within ten (10) days or sooner if required in order to permit the Work to proceed on schedule.
- 2.5 Additional Services.** If Customer wishes Schneider Electric to carry out any additional services, Customer shall provide Schneider Electric with a written request specifying the services to be performed. Schneider Electric shall promptly provide Customer with a proposal with respect thereto, including proposed pricing and an implementation schedule. All such changes shall be authorized by a written "Change Order" signed by Customer's representative.
- 2.6 Management.** Both Schneider Electric and Customer shall designate a Project Manager from their respective companies. The Project Manager for each party shall represent and act for that party in connection with all matters related to this agreement. All notices, instructions, information, and other communications by one party to the other party shall be given to the other party's Project Manager at the address shown in the Article of this Agreement dealing with notices.
- 2.7 Subcontractors.** Schneider Electric shall not subcontract any portion of the Work without the prior written approval of Customer.

Article 3 - Project Reporting And Schedules

- 3.1 Reporting.** Weekly progress reports by conference call or e-mail will be made during the performance of the Work. The reports will include details on each planned activity and its progress and any outstanding action items, including an updated project schedule where required.
- 3.2 Updating of Project Schedules.** At regular intervals, Schneider Electric shall revise the Project Schedule to include the effect of changes or additions to the Work as authorized by a Change Order signed by Customer's Chairman of the Board and to reflect actual Work progress and shall resubmit it to Customer for approval.

Article 4 - Charges And Payment

- 4.1 Payments.** The price payable by Customer to Schneider Electric for the Work shall be as set out in the Price and Payment Schedule attached to each Work Authorization approved in connection with this Agreement. The Contract Price shall be paid to Schneider Electric on the basis of the monthly invoices or milestones as set out in each Payment Schedule. Overdue accounts are subject to interest at the rate of one per cent per month (twelve per cent (12%) per annum) on all sums not paid when due hereunder. In the event that a payment to Schneider Electric remains unpaid thirty (30) days after its due date, Schneider Electric reserves the right, without any liability and without prejudice to its other rights, to:
- (i) suspend the performance of its obligations under this Agreement; and
 - (ii) invoice Customer for the value of the work done to the date of suspension, including partially completed Work and milestones.
- Schneider Electric will resume work upon the written request by Customer provided that prior to Schneider Electric restarting work, Customer shall pay all outstanding Schneider Electric invoices and all additional costs related to the said delays.

- 4.2 Taxes.** Prices quoted by Schneider Electric do not include any excise, sales, use, property, customs, value added, or other similar taxes or duties of any kind that are assessed upon or with respect to any sums paid or owing or any rights, materials or services provided hereunder all of which shall, where applicable, be paid by the Customer in addition to the purchase price. Where the Customer is tax exempt, they will provide proof of such status upon Contract execution and invoices issued accordingly.

Article 5 - Confidentiality

5.1 Confidentiality.

- (a) In this Article, "Confidential Information" means all data and information relating to the business and management of either party, including without limitation the Software and other proprietary and trade secrets, technology and accounting records to which access is obtained hereunder by the other party, provided, however, the Confidential Information shall not include any data or information which:
- (i) is or becomes publicly available through no fault of the other party;
 - (ii) is already in the rightful possession of the other party prior to its receipt from the other party and without any obligation of confidentiality;
 - (iii) can be demonstrated by written records was independently developed by a party without reference to any of the confidential information of the other party;
 - (iv) is rightfully obtained by the other party from a third party and without any obligation of confidentiality;
 - (v) is disclosed pursuant to court order or other legal compulsion, provided that the party which is required to disclose the confidential information shall give the other party reasonable prior written notice of any legal proceeding in order to allow the other party an opportunity to seek a protective order or otherwise oppose such disclosure.
 - (vi) it is specifically understood and agreed that the Customer is subject to the Public Information Act and therefore agrees to the terms of this agreement subject to the Public Information Act.
- (b) Each party agrees that it shall not use any Confidential Information received from the other party for its own or any other purposes, except for purposes related to the performance of this Agreement. Each of the parties shall use reasonable efforts (and, in any event, efforts that are no less than those used to protect its own Confidential Information) to protect from disclosure all Confidential Information obtained from the other party. Each of the parties shall divulge such Confidential Information only to its employees or agents who require access to it for purposes related to the performance of this Agreement.

- 5.2 Irreparable Harm.** Each party acknowledges and agrees that the breach of any of its obligations in this Article would cause serious and irreparable harm to the other party which could not adequately be compensated for in damages and, in the event of a breach of any of such provisions, each party consents to an injunction being issued against it restraining it from any further breach. The granting of an injunction shall not limit or restrict any other remedy which may be available to a party in the event of a breach of those obligations.

Article 6 - Termination On Default

6.1 Events of Default.

Customer shall have the right to terminate this Agreement if:

- (a) Schneider Electric shall file a voluntary assignment in bankruptcy or insolvency or a petition for reorganization under any bankruptcy laws or other laws for the benefit of insolvent debtors;
- (b) An order is made by any court of competent jurisdiction appointing a trustee, liquidator or receiver for all or a substantial part of the property of the Schneider Electric;
- (c) Schneider Electric defaults in performing any of the other obligations set forth in this Agreement and fails to commence appropriate action to remedy the default within a period of ten (10) business days after receiving written notice of default and thereafter to prosecute such remedy with diligence to completion.

6.2 Termination for Convenience. Customer shall have the right to terminate this Agreement without cause by giving to Schneider Electric six (6) months prior written notice of its intent to terminate. Upon such notice, Schneider Electric shall continue to complete any Work Authorizations still in progress under the terms of this Agreement.

6.3 Termination by Schneider Electric. Schneider Electric shall have the right to terminate this Agreement if:

- (a) Customer shall file a voluntary assignment in bankruptcy or insolvency or a petition for reorganization under any bankruptcy laws or other laws for the benefit of insolvent debtors;
- (b) An order is made by any court of competent jurisdiction appointing a trustee, liquidator or receiver for all or a substantial part of the property of the Customer;
- (c) Customer defaults in performing any of the other obligations set forth in this Agreement and fails to commence appropriate action to remedy the default within a period of ten (10) business days after receiving written notice of default and thereafter to prosecute such remedy with diligence to completion.

6.4 Survival. The provisions of this Agreement with respect to confidentiality, warranties and indemnities shall survive the termination of this Agreement.

Article 7 - Insurance, Indemnities And Limitation Of Liability

7.1 Insurance Requirements.

- (a) Schneider Electric will maintain in force throughout the entire term of this Agreement, the insurance described below with insurance companies acceptable to Customer. The limits set forth below are minimum limits and will not be construed to limit Schneider Electric's liability. All costs and deductible amounts will be for the sole account of Schneider Electric.
 - (i) Worker's Compensation insurance and Employer's Liability insurance with limits of \$1,000,000 USD each accident,
 - (ii) Commercial or Comprehensive General Liability insurance on an occurrence form with a combined single limit of \$2,000,000 each occurrence, and annual aggregates of \$2,000,000, for bodily injury and property damage, including coverage for blanket contractual liability, broad form property damage, personal injury liability, independent contractors, and products/completed operations.
- (b) In each of the above-described policies:
 - (i) The insurer shall waive any rights of subrogation or recovery they may have against Customer and its parent, subsidiary, or affiliated companies.

- (ii) Customer, its parent, subsidiary, and affiliated companies will be additional insureds as respects Schneider Electric's operations and as respects any Work performed under this Agreement.
 - (iii) The insurer shall agree that non-renewal or cancellation will be effective only after thirty (30) days advance written notice is received by Customer from the insurance company of any such non-renewal or cancellation.
 - (c) Prior to commencing the Work, Schneider Electric shall provide Customer with a certificate of insurance establishing that Schneider Electric has the required insurance coverage.
- 7.2 Compliance with Laws.** Schneider Electric shall comply with all laws, regulations, codes, standards and by-laws applicable to the performance of the Work and shall indemnify and hold harmless Customer and its agents and employees from and against all liability for or penalties that may be imposed by reason of any violation by Schneider Electric of any such laws, regulations, codes and by-laws.
- 7.3 Indemnity.** Schneider Electric (the "Indemnifying Party") agree to indemnify the Customer (the "Indemnified Party") against all claims, demands, losses, costs, damages, actions, suits or proceedings by third parties for bodily injury or death, or destruction or damage of property (hereinafter called "claims"), to the extent caused by negligent acts or omissions of the Indemnifying Party. The Indemnified Party shall give prompt notice of any such claim and the Indemnifying Party shall have the right to control and direct the investigation, preparation, action and settlement of each such claim.
- 7.4 Liens.** Schneider Electric shall indemnify and hold harmless Customer and its agents and employees from and against all liens and or claims upon the property of Customer or upon the property of others for whom Customer may be responsible, and upon materials, equipment or structure or the premises upon which those are located, that arise out of or are attributable to Schneider Electric's performance of this agreement.
- 7.5 Limitation of Liability.** Notwithstanding anything else contained in this agreement, in no event shall either party be liable to the other party or to any other person for any indirect, consequential, incidental, special or punitive damages, including without limitation, any loss of use or production, or any loss of data, profits or revenues, or any claims raised by customers of Customer, regardless of the form of action (whether for breach of warranty, breach of contract or in tort) and whether advised of the possibility of such damages or not. Schneider Electric's liability is limited to Customer's actual direct damages and shall not exceed the total of all amounts paid by Customer under this Agreement.

Article 8 - Software

- 8.1 Title to Software.** If the Work to be performed under this Agreement include Software, title to all Schneider Electric software shall remain with Schneider Electric which shall grant a perpetual, non-exclusive, non-transferable, royalty free, license to Customer to use the software in connection with the System. The Software License shall be in the form of Schneider Electric's Software License, a copy of which will be attached to each qualifying Work Authorization approved in connection with this agreement. The Software License shall be executed by Customer and delivered to Schneider Electric prior to delivery of the System to Customer.

Article 9 - General

- 9.1 Independent Contractor Status.** Schneider Electric shall act as and be an independent contractor for all purposes. Nothing in this Agreement shall be interpreted as constituting Schneider Electric, or any of Schneider Electric's employees, subcontractors, agents or representatives, as employees or agents of Customer. Schneider Electric agrees to indemnify and hold Customer harmless from any and all claims for taxes or contributions for unemployment insurance, pensions and withholdings for income taxes payable in respect of wages payable to persons employed by Schneider Electric.
- 9.2 Assignment.** Schneider Electric shall not assign this Agreement or any portion thereof without the written consent of Customer.
- 9.3 Applicable Law.** This Agreement shall be interpreted according to the laws of the State of Texas, and the parties expressly submit to the non-exclusive jurisdiction of the courts of the said State.
- 9.4 Currency.** Unless otherwise stated herein or in any other agreement between the parties, all payments required to be made hereunder are expressed in and shall be made in US Dollars.
- 9.5 Notices.** Any notice, communication, payment or demand required or permitted to be given or made hereunder shall be sufficiently given or made for all purposes by providing proof of delivery during normal business hours on a business day to the party or to an officer or receptionist or other responsible employee of the party to whom the same is directed.
- Until changed in accordance with the provisions of this clause, the addresses of the parties for notices are as follows:
- Schneider Electric Mobility NA, Inc:
211 E 7th Suite 800
Austin, TX 78759
Attn: Legal Counsel
- Cameron County Regional Mobility Authority
3461 Carmen Ave,
Rancho Viejo, TX 78575
Attn: Adrian Rincones
- 9.6 Force Majeure.** Neither party shall be liable for delays, loss or damage due to any failure or delay in performance hereunder resulting from any cause beyond the reasonable control of such party, including but not limited to acts of God, fire, inevitable accidents, flood, war, riot, governmental laws or regulations, acts of civil or military authorities, epidemics, strikes, walk-outs, delays in transportation, and actions of the other party.
- 9.7 Waivers.** No waiver of, or consent to depart from, the requirements of any of the provisions of this agreement by either of the parties hereto shall be effective unless it is in writing signed by the party giving the waiver. No such waiver shall be construed as a waiver of any succeeding breach thereof or of any other covenant, agreement or obligation contained in this Agreement. No delay or omission on the part of either of the parties hereto to exercise any right shall be construed as a waiver of such right.
- 9.8 Binding Effect.** This Agreement shall be binding upon and enure to the benefit of the parties hereto and, to the extent permitted hereunder, their respective successors and assigns.
- 9.9 Entire Agreement.** This Agreement constitutes the entire Agreement between the parties in relation to the matter herein described, and supersedes all previous written or oral communications, understandings and agreements between the parties unless specifically stated herein. There are

no representations, warranties, conditions or other agreements between the parties in connection with the subject matter of this agreement except those specifically set out herein. This Agreement shall not be changed except by an agreement in writing between the parties hereto or their assigns.

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Customer

By: _____

Name: _____

Title: _____



DAVID E ALLEN

Chairman

Schneider Electric Mobility NA, Inc

By: _____

Name: _____

Title: _____



J. DARRYL SEVAK


VPOF Electric Power Solutions

**4-F CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION
NO. 1 WITH SCHNEIDER ELECTRIC FOR THE IMPLEMENTATION
OF THE PROJECT HOST SERVER**



MEMORANDUM

TO: CCRMA Board of Directors

FROM: Adrian Rincones
Chief Financial Officer 

DATE: November 12, 2015

SUBJ: CCRMA and Schneider Electric WA#1 Project Host Server

On December 18, 2014 the Board gave approval for staff to work with Fagan Consulting on the implementation of the Project Host Server (PHS). The PHS is one component of the toll operations plan for the CCRMA to implement interoperability with International Bridges, and the Back Office System.

On June 11, 2015 the Board gave approval for Notice to Proceed with the purchase of the Project Host Server from Schneider Electric at the agreed upon cost attached to this Work Authorization.

The PHS will be the first stop of the transaction flow of all CCRMA toll transactions and will interface with International Bridge vendors, CTRMA Host for both AVI and PBM transactions, and in the future the potential back office system.

This Work Authorization covers the implementation and testing of the PHS which is scheduled to be complete in July 2016. Schneider Electric will assure that all interfaces are operating efficiently and to appropriate standards before project close out.

Staff recommends approval of this Work Authorization No.1

Cameron County Regional Mobility Authority

Work Authorization NO.1

Project Host Server

This Work Authorization No. 1 is made pursuant to the terms and conditions of the Master Services Agreement Effective November 12, 2015, hereinafter identified as the "agreement", entered into by and between Cameron County Regional Mobility Authority (CCRMA) and Schneider Electric Mobility NA, Inc, (Schneider Electric).

Section 1. Schneider Electric will provide the following services outlined in Schedule "A" Project Host Server (PHS) Scope of Work

Section 2. The fee for services being performed under this work will be paid as outlined in Schedule "B" Host System Integration Payment Schedule.

Section 3. Payment to Schneider Electric for the services established under this Work Authorization will be made in accordance with the Agreement.

Section 4. This Work Authorization is effective as of November 12, 2015 and shall terminate on at system acceptance by CCRMA with final payment issuance unless extended by a Supplemental Work Authorization.

Section 5. This Work Authorization does not waive the parties responsibilities and obligations provided under the Agreement.

Section 6. Title to Software shall remain with Schneider Electric which shall grant a perpetual, non-exclusive, non-transferable, royalty free, license to CCRMA to use the software in connection with the System. The Software License shall be in the form of Schneider Electric's Software License, a copy of which is attached to this Work Authorization as Schedule "C".

Section 7. The work for this Work Authorization will be performed in accordance with the attached Project Schedule attached hereto as Schedule "D".

Section 8. This Work Authorization is hereby accepted and acknowledged below.

CCRMA

Cameron County Regional Mobility Authority

By: 
Signature

David E. Allen
Printed Name

Chairman
Title

11/12/2015
Date

Schneider Electric

Schneider Electric Mobility NA, Inc.

By: 
Signature

J. Darryl Swank
Printed Name

VP OF ELECTRIC MOBILITY SOLUTIONS
Title

11/15/15
Date

List of Exhibits

Schedule A – Project Host Server Scope of Work

Schedule B – Host System Integration Payment Schedule

Schedule C – Schneider Electric Software License

Schedule D – Project Schedule

Schedule “A”

Scope of Work Toll Host System

Overview

- 1.1 The CCRMA Project Host Server (PSH) will include an Oracle 11g database with identical configuration, running on Linux. The PSH will contain one database schema/instance for the Host Applications and a separate schema/instance for the Remote Operations Management System (ROMS). The databases are known as the Transaction Processing System collectively. Transactions from the Lane Side System are streamed directly to the PSH.

The Project Host uses Oracle 11g in an “off the shelf” configuration and does not contain any special Oracle patches or custom applications. The database is installed per documentation provided by Oracle, and no special tuning procedures or third party products are used to alter the functionality. The Project Host does rely on the Oracle Recovery Manager (RMAN) product that allows the database to be backed up daily without taking the instance offline.

General Architecture

- 1.2 The PHS consists of the Host Database server and the Application server, which is where images are stored. The PHS serves as the primary data repository for the entire system, including: data generated by the road side, data received from the CSC, system configuration data, and user configuration data.
- 1.3 External Interfaces:
- (a) The PHS must interface with the CTRMA host and will act as a gateway between the CCRMA tolling system and the IOP HUB server. The current version of the IOP ICD will be used. Transaction reconciliation from the IOP will filter down from the IOP through CTRMA. Should CCRMA choose to interface with the IOP Hub directly, that configuration will be supported through minor adjustments and testing.
 - (b) International Bridge- The PHS will interface the International Bridge using a similar ICD currently used by the IOP. This will include transactional and TVL processing and will include their tag base for processing.
- 1.4 Reporting – PHS Will provide a suite of reports, including:
- (a) Reconciliation Reports
 - Daily Revenue Reconciliation
 - Daily Transaction Reconciliation
 - Payment Reconciliation
 - Transaction Detail
 - Transmission Reconciliation
 - (b) Plaza Administration Reports
 - Lane Fare Schedule
 - Lane File Transfer History
 - System Health Report
 - (c) Revenue Reports
 - Non Revenue by Agency

- vToll by Lane
- Code Offs by Lane
- Plaza Transaction Detail
- Transaction Summary
- Reconciliation Summary Report
- (d) Traffic Reports
 - Detailed Transaction
 - ETC Penetration Statistics
 - Transaction Disposition

1.5 Data Retention – Detailed data is to be retained online for a period of 1 calendar year. All summarized traffic data at five minute increments will be retained for at least 5 years. Traffic and revenue data will be summarized per lane and per day at five minute intervals.

Schedule "B"

CCRMA Toll Host System			
Host System Integration - Payment Schedule			
Pay Item Description	Notes/Comments	% of Price	Amount
Mobilization	Due at NTP	20.0%	52,964
Operational Test Plan Delivered		25.0%	66,204
Equipment/Materials	Paid when equipment is delivered to site or Telvent facility	19.8%	52,453
System Installation & Setup complete		20.2%	53,474
Successful completion of the System Acceptance Testing		15.0%	39,723
TOTAL			264,818

Schedule C

Effective Date: 16 day of Nov., 2015

This Software License Agreement (together with all referenced attachments, this "License Agreement") is entered into as of the Effective Date by and between:

Licensor	Schneider Electric Mobility NA 211 East 7 th Street, Suite 800 Austin, Texas 78701 Tel: (512) 450-6300 Fax: (512) 450-6307 (Referred to as "Schneider Electric ")
-----------------	---

And

Licensee	Cameron County Regional Mobility Authority 3461 Carmen Ave Rancho Viejo, TX 78575 Tel: (956) 621-5571 Fax: (956) 621-5590 (Referred to as "Licensee")
-----------------	--

This License Agreement is comprised of this Cover Page and the following attachment(s):

Attachment "A"	Terms and Conditions
Attachment "B"	Software Product Schedule

Licensee shall obtain a site license to use the Schneider Electric Software at the named Facility set forth on Attachment B, with access to the Schneider Electric Source Code under the terms and conditions set out in this License Agreement.

Attachment A
Terms And Conditions

1. Definitions

- (a) "Authorized Facility" has the meaning ascribed in Article 4.
- (b) "Business Use" means Licensee's internal use of the Schneider Electric Software at the Facility in connection with the Licensee's identified use in the Contract.
- (c) "Schneider Electric Software" means the Schneider Electric software described in Attachment "B" of this License Agreement.
- (d) "Schneider Electric Source Code" means the series of computer language statements in programmer readable form (for example, Assembly Language, C, C++, Basic, 4GL, SQL), embodied in either magnetic disk or tape, which forms a software program or group of programs from which a computer can be made to perform specified functions after the source has been translated into "Binary" executable code.
- (e) "Confidential Information" has the meaning ascribed in Article 9.
- (f) "Contract" means the agreement between Licensee and Schneider Electric with respect to the Schneider Electric Software, and designated as Contract No. _____, dated the 16 day of NOV, 2015.

2. License

Schneider Electric hereby grants to Licensee and Licensee hereby accepts a full paid, royalty free, perpetual, non-transferable, non-exclusive license to use the Schneider Electric Software solely at the Facility described herein for Licensee's Business Use, under the terms and conditions herein contained ("License").

Schneider Electric also hereby grants to Licensee and Licensee hereby accepts the limited, fully paid, royalty-free, non-transferable, non-exclusive right and license to access, use, and modify the Schneider Electric Source Code for the sole purpose of modifying and maintaining the Schneider Electric Software for the Business Use. Any resulting object code of the Schneider Electric Software shall also be subject to the terms set forth in this License Agreement.

3. Term

This License Agreement shall be effective from the date of issuance of the acceptance certificate of the Schneider Electric Software in accordance with the Contract and payment by Licensee to Schneider Electric of all amounts owed and payable to Schneider Electric under the Contract (the "Effective Date"). This License Agreement shall remain in effect until such time as it may be terminated by either party in accordance with this License Agreement. Any use of the Schneider Electric Software before the Effective Date for the purposes of testing and commissioning, shall be on a temporary license basis only.

4. Location of Use

The Schneider Electric Source Code (including all copies thereof) shall only be stored and used at the Facility or such other locations of Licensee as may be agreed to from time to time in writing by Schneider Electric in its sole discretion. Licensee shall mark any removable storage

media containing copies of the Schneider Electric Source Code (in whole or part) or documentation (if applicable) with a notice indicating that the software or information contained therein is the property of Schneider Electric.

5. Schneider Electric Source Code

Licensee acknowledges and agrees that title and all interests and rights of ownership in and to the Schneider Electric Software and Schneider Electric Source Code, including any resulting object code and documentation, all copies in any form of all or any part thereof, and all intellectual property rights with respect thereto, are and shall remain with, and shall be the sole and exclusive property of, Schneider Electric.

Neither Licensee nor any other person or entity shall acquire any interest in the Schneider Electric Source Code, except for Licensee's right to use as specifically set forth in this License Agreement.

Schneider Electric acknowledges that Licensee shall own all right, title, and interest in and to any modifications it makes to the Schneider Electric Source Code (the "Licensee Modifications"). Such ownership is at all times subject to the ownership by Schneider Electric of the underlying Schneider Electric Source Code and the requirement that any distribution of or access to the Licensee Modifications be in accordance with the limitation on distribution provisions set forth in this License. With respect to the Licensee Modifications, Licensee grants a perpetual, royalty-free, irrevocable and non-terminable, fully paid-up, transferable and assignable, non-exclusive, worldwide right and license to Schneider Electric to the Licensee Modifications. Licensee shall notify Schneider Electric within thirty (30) days of creating such Licensee Modifications of the Schneider Electric Source Code. The rights granted to the Licensee Modifications set forth herein shall not be effective if Licensee does not notify Schneider Electric of such Licensee Modifications as set forth above and Schneider Electric shall be the owner thereof.

6. Documentation

Schneider Electric will not provide any documentation for the Schneider Electric Source Code other than as required in the Contract. Any documentation provided by Schneider Electric shall only be used by Licensee for its internal Business Use with respect to its use and modification of the Schneider Electric Source Code as permitted under this License Agreement.

7. Distribution Limitation

Except as expressly provided, in no case shall Licensee publish, disseminate, distribute, disclose, or otherwise make available the Schneider Electric Software, Schneider Electric Source Code, documentation or Licensee Modifications to any third party without the prior written consent of Schneider Electric. Notwithstanding the foregoing, Licensee may make the Schneider Electric Source Code available to third parties working on the Schneider Electric Source Code for the sole benefit of Licensee, provided each such third party:

- (i) has a need to access the Schneider Electric Source Code in order to perform their responsibilities for Licensee, and
- (ii) has entered into a written confidentiality agreement with Licensee obligating such entity to maintain the Schneider Electric Source Code in strict confidence and not use the same for the benefit of any party other than Licensee and further provides that Schneider Electric is a third-party beneficiary of such Agreement, with the ability to enforce such restrictions; and
- (iii) the Schneider Electric Source Code remains at all times at the Authorized Facilities.

8. **Technical Support**
Schneider Electric does not represent that the Schneider Electric Source Code is error free. Licensee acknowledges and agrees that it shall be solely responsible for its use and modification of the Schneider Electric Source Code as delivered by Schneider Electric under this License Agreement (including installation and compilation of the same and configuration, implementation, and operation of any resulting object code). Technical support for the Schneider Electric Source Code shall be as set forth in the Contract. Licensee acknowledges that such assistance will only be provided to the employees of Licensee and/or contractors of Licensee who have been engaged by Licensee, who are permitted to access the Schneider Electric Source Code in accordance with this License.
9. **Non Disclosure and Security**
Licensee acknowledges and agrees that all information with respect to the Schneider Electric Software, Schneider Electric Source Code or Documentation is the proprietary and valuable property of Schneider Electric ("Confidential Information"). Disclosure of any of such Confidential Information of Schneider Electric to unauthorized third parties would cause serious and irreparable harm to Schneider Electric which could not adequately be compensated for in damages and, in the event of a breach, or an anticipated breach, by Licensee of any of the provisions of this License Agreement. Licensee hereby consents to an injunction being issued against it restraining it from such anticipated breach or any further breach of such provision (as applicable), but such action shall not be construed so as to be in derogation of any other remedy which may be available in the event of such breach or anticipated breach.
10. **Termination**
Notwithstanding the provisions of Article 2 herein, in the event Licensee substantially breaches or fails to observe or perform any of the obligations of Licensee set out in this License Agreement, and such breach or failure has not been corrected within ten (10) days of Licensee receiving written notice of same from Schneider Electric then Schneider Electric shall have the right to terminate this License Agreement upon further notice to Licensee. Upon termination of this License Agreement by Schneider Electric as specified above, Licensee shall, within thirty (30) days either return the Schneider Electric Software and all copies to Schneider Electric or certify to Schneider Electric that the original Schneider Electric Software and all copies have been destroyed.
11. **Representations and Warranties**
EXCEPT AS MAY BE PROVIDED IN THE CONTRACT, SCHNEIDER ELECTRIC PROVIDES THE SCHNEIDER ELECTRIC SOURCE CODE "AS IS, WITH ALL FAULTS" AND SCHNEIDER ELECTRIC DISCLAIMS ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL, OR WRITTEN) WITH RESPECT TO THE SCHNEIDER ELECTRIC SOURCE CODE, INCLUDING ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE; WARRANTIES ARISING FROM A COURSE OF DEALING, TRADE USAGE, OR TRADE PRACTICE; AND ANY AND ALL WARRANTIES OF NON-INFRINGEMENT AND TITLE. THE SOLE WARRANTY SHALL BE AS SET FORTH IN THE CONTRACT, IF ANY.

In the event any modifications are made to the Schneider Electric Source Code by Licensee, Licensee acknowledges and agrees that Licensee shall thereafter be solely responsible for the maintenance and support of the Schneider Electric Software, including documentation. The making of such modifications to the Schneider Electric Source Code will void any warranty

provided under the Contract by Schneider Electric and assistance may only be provided by means of technical support as described in Article 8.

12. Assignment

Neither party shall assign this License Agreement without the written consent of the other, which consent shall not be unreasonably delayed or withheld.

13. Intellectual Property

(a) Provided that the Schneider Electric Software is used in the scope contemplated by this License Agreement, Schneider Electric will indemnify and hold harmless, at its expense, any action or proceeding brought against Licensee to the extent that it is based on a claim that any part of the Schneider Electric Software, or their use as contemplated in the Contract, infringes any copyrights, licenses, trademarks, patents or other proprietary rights solely to the extent that such indemnification is required in the Contract. Licensee shall promptly notify Schneider Electric in writing of any infringement action or proceeding that has been brought or threatened of which it is aware. Schneider Electric will settle or defend the action and pay the costs and damages awarded in any action or proceeding, provided that Schneider Electric has control of the defense of any action and all negotiations for settlement or compromise in connection therewith. Schneider Electric shall also do all things necessary, including the payment of money, to prevent the Work or components thereof, or its use being delayed by injunction or other reason. In the event that a final injunction is obtained against Licensee's use of any part of the Schneider Electric Software by reason of infringement of a foregoing proprietary right, or if in Schneider Electric's opinion the Schneider Electric Software is likely to become the subject of a claim for such infringement, Schneider Electric shall at its option and expense, either (i) procure for Licensee the right to continue using the Schneider Electric Software; or (ii) replace or modify the Schneider Electric Software so that it becomes noninfringing;

(b) Schneider Electric shall not have any liability to Licensee for any patent or copyright infringement if the claim is based upon Licensee's use of the Schneider Electric Software in combination with any equipment or device not made by or previously approved by Schneider Electric or in any manner for which the Schneider Electric Software was not designed.

14. Indemnity and Limitation of Liability

(a) Schneider Electric shall defend, indemnify and save harmless Licensee, its employees, officers and agents, from and against any and all awards, judgment, costs and expenses, including legal fees arising out of or connected with any claims, demands, causes of action or suits of whatsoever nature asserted against Licensee by any party solely to the extent required in the Contract.

(b) In no event shall either party be liable for indirect, special, consequential, incidental, punitive or exemplary damages, in connection with Licensee's use of the Schneider Electric Software, regardless of the form or nature of the cause of action (whether for breach of contract, breach of warranty or in tort) and regardless of whether advised of or aware of the possibility of such damages.

15. Notice

Any statement, notice, approval, demand or request, required, permitted or agreed to be delivered, given, made or served by either party hereunder, shall be sufficiently delivered, given, made or

served if (i) in writing and signed by the party delivering, giving, making or serving it and (ii) mailed by certified mail, return receipt requested, addressed to the other party as follows:

To Schneider Electric :

Schneider Electric Mobility NA
1390 Piccard Drive
Rockville, MD 20850
Attention: Legal Counsel

To Licensee:

Cameron County Regional Mobility Authority
3461 Carmen Ave
Rancho Viejo, TX 78575
Attention: Executive Director

or to such other address as Schneider Electric and Licensee, respectively, may from time to time designate by giving notice thereof in writing. Service and delivery shall be complete upon such mailing except in the case of a notice to change an address in which case service and delivery shall be complete when the notice is actually received by the addressee.

16. **Severability**
In the event that any provision set out in this License Agreement is determined by a court of competent jurisdiction to be unenforceable and/or void, that provision shall be deemed to be severed and the License Agreement shall be read and understood as if that provision did not form a part thereof.
17. **Survival**
The obligations set out in Sections 5, 9, 10 and 14(b) of this License Agreement shall survive termination of this License Agreement until the parties hereto mutually agree in writing to their release.
18. **Waiver**
No delay or failure of Schneider Electric in exercising any right under this License Agreement and no partial or singular exercise thereof is deemed to be or constitutes a waiver of the right or any other right. Any consent by Schneider Electric or any waiver of or breach of any express or implied term of the License Agreement does not constitute a consent to or a waiver of or excuse any subsequent or other breach.
19. **Governing Law**
This License Agreement shall be governed by the laws of the State of New York, exclusive of its choice of law rules, and the parties attorn to the non-exclusive jurisdiction of the courts thereof.
20. **Enurement**
All covenants, licenses and conditions in this License Agreement are binding upon and enure to the benefit of the parties and their successors and permitted assigns.
21. **Entire Agreement**
This License Agreement and the Contract contain the entire agreement with respect to the subject matter as of the date of this License Agreement and supersede all prior proposals, License Agreements, understandings and negotiations, whether oral or written, of the parties with respect to the subject matter of this License Agreement.

ATTACHMENT "B"
SOFTWARE PRODUCT SCHEDULE

1. Schneider Electric Software:

Schneider Electric Product	Version	Product Type	Description
APEX Lane Software	1.xx	Binary/Source/Escrow	
APEX Plaza Software	1.xx	Binary/Source/Escrow	
APEX Host Software	1.xx	Binary/Source/Escrow	
Schneider Electric ROMS	1.xx	Binary/Source/Escrow	
Schneider Electric ICS (VES)	1.xx	Binary/Source/Escrow	
Schneider Electric TollPro	1.xx	Binary/Source/Escrow	

2. Facility/Facilities of Licensee: <permitted location (s)>

ID	Task Name	Task Mode	Start	Finish	Duration	Predecessors	Oct 11, '15	Oct 18, '15
							S	S
							M	M
							T	T
							W	W
							F	F
							S	S
1	CCRMA Host Setup		Tue 10/13/15	Mon 7/4/16	180.25 days			
2	NTP		Tue 12/1/15	Tue 12/1/15	0 days			
3	Initiate and Setup		Tue 12/1/15	Tue 12/22/15	16 days			
4	Project Schedule		Tue 12/1/15	Tue 12/22/15	16 days			
5	Prepare & Submit: Project Sche		Tue 12/1/15	Thu 12/3/15	3 days	2		
6	CCRMA Review: Project Schedu		Fri 12/4/15	Thu 12/10/15	5 days	5		

Task

Inactive Task

Split

Inactive Milestone

Milestone

Inactive Summary

Summary

Manual Task

Project Summary

Duration-only

External Tasks

Manual Summary Rollup

External Milestone

Manual Summary

Start-only

Finish-only

Deadline






Progress

Manual Progress

Project: CCRMA_PHS


Date: Tue 10/27/15


Page 1


ID	Task Mode	Task Name	Start	Finish	Duration	Predecessors	Oct 11, '15	Oct 12, '15	Oct 13, '15	Oct 14, '15	Oct 15, '15	Oct 16, '15	Oct 17, '15	Oct 18, '15
7		Revise & Submit (1): Project Sc	Fri 12/11/15	Tue 12/15/15	3 days	6								
8		CCRMA Review & Approval: Project Schedule	Wed 12/16/15	Tue 12/22/15	5 days	7								
9		COMPLETE: Project Schedule	Tue 12/22/15	Tue 12/22/15	0 days	8								
10		Setup	Tue 10/13/15	Wed 5/18/16	148.25 days									
11		Configuration Files	Tue 10/13/15	Thu 1/14/16	59.25 days									


Project: CCRMA_PHS
Date: Tue 10/27/15


Task

















Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

Deadline

Progress

Manual Progress

Page 2

ID	Task Mode	Task Name	Start	Finish	Duration	Predecessors	Oct 11, '15	Oct 18, '15
							S M T W T F S S M T W	S M T W
36		Combo ticket interface	Wed 12/16/1	Wed 1/6/16	10 days	35		
37		ROMS publish pages	Thu 1/7/16	Thu 1/7/16	1 day	36		
38		DB/ticket sync	Fri 1/8/16	Thu 1/21/16	10 days	37		
39		ROMS Engine	Thu 1/7/16	Thu 1/21/16	11 days			
40		ROMS Engine Setup	Thu 1/7/16	Thu 1/7/16	1 day	93		
41		Email response changes	Fri 1/8/16	Thu 1/14/16	5 days	40		

Project: CCRMA_PHS
Date: Tue 10/27/15

Task

Task

Split

Split

Milestone

Milestone

Summary

Summary

Project Summary

Project Summary

External Tasks

External Tasks

External Milestone

External Milestone

Inactive Task

Inactive Task

Inactive Milestone

Inactive Milestone

Inactive Summary

Inactive Summary

Manual Task

Manual Task

Duration-only

Duration-only

Manual Summary Rollup

Manual Summary Rollup

Manual Summary

Manual Summary

Start-only

Start-only

Finish-only

Finish-only

Deadline

Deadline

Progress

Progress

Manual Progress

Manual Progress

ID	Task Mode	Task Name	Start	Finish	Duration	Predecessors	Oct 11, '15	Oct 18, '15
							S	M
48		Documentation	Tue 12/1/15	Wed 5/18/16	116 days			
49		System Detail Design Document	Tue 12/1/15	Tue 1/19/16	30 days			
50		Prepare and Submit Draft System Detail Design Document	Tue 12/1/15	Mon 12/14/15	10 days	2		

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

Deadline

Progress

Manual Progress

Project: CCRMA_PHS

Date: Tue 10/27/15

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ID	Task Mode	Task Name	Start	Finish	Duration	Predecessors	Oct 11, '15	Oct 12, '15	Oct 13, '15	Oct 14, '15	Oct 15, '15	Oct 16, '15	Oct 17, '15	Oct 18, '15
56		Prepare and Submit Draft Operations Manual Document	Thu 3/31/16	Wed 4/13/16	10 days	62								
57		CCRMA Review Ops Ma	Thu 4/14/16	Wed 4/27/16	10 days	56								
58		Prepare Final Version of Ops Manual	Thu 4/28/16	Wed 5/4/16	5 days	57								

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

Deadline

Progress

Manual Progress







Project: CCRMA_PHS

Date: Tue 10/27/15

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ID	Task Mode	Task Name	Start	Finish	Duration	Predecessors	Oct 11, '15	Oct 18, '15
							S M T W T F S S M T W	
76		Define Test Cases between SE and TRMI	Tue 5/17/16	Mon 5/23/16	1 wk	95SS-2 wks		
77		Test File Exchanges	Thu 6/2/16	Fri 6/17/16	12 days			
78		TVL File Exchange Test	Thu 6/2/16	Mon 6/6/16	3 days	95		
79		Reconciliation Test	Tue 6/7/16	Wed 6/8/16	1.5 days	78		
80		Acknowledgement Test	Wed 6/8/16	Thu 6/9/16	1.5 days	79		

Project: CCRMA_PHS Date: Tue 10/27/15	Task	Inactive Task	Start-only
Split	Inactive Milestone	Finish-only
Milestone	◆	Inactive Summary	Deadline
Summary	┌	Manual Task	Progress
Project Summary	┌	Duration-only	Manual Progress
External Tasks	┌	Manual Summary Rollup	
External Milestone	◇	Manual Summary	

ID	Task Mode	Task Name	Start	Finish	Duration	Predecessors	Oct 11, '15	Oct 18, '15
							S M T W T F S S M T W	
81		Transaction Test	Fri 6/10/16	Mon 6/13/16	2 days	80		
82		Live Tag Testing	Fri 6/10/16	Tue 6/14/16	3 days	80		
83		Non-Revenue Account Testing	Wed 6/15/16	Fri 6/17/16	3 days	82		
84		Test Remediation	Mon 6/20/16	Fri 6/24/16	1 wk	77		
85		Retesting Activities	Mon 6/27/16	Fri 7/1/16	1 wk	84		
86		Report Testing and Review	Mon 6/27/16	Mon 7/4/16	6 days			

Project: CCRMA_PHS

Date: Tue 10/27/15

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

Deadline

Progress

Manual Progress


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**4-G CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION
NO. 2 WITH SCHNEIDER ELECTRIC FOR THE TOLL SYSTEMS
MAINTENANCE CONTRACT**



MEMORANDUM

TO: CCRMA Board of Directors

FROM: Adrian Rincones
Chief Financial Officer 

DATE: November 12, 2015

SUBJ: CCRMA and Schneider Electric WA#2 Maintenance Contract

CCRMA initially contracted all toll maintenance services through an interlocal agreement with CTRMA which expired in June 2015. This Work Authorization initiates the contract for maintenance services directly between Schneider and CCRMA.

The pricing for maintenance services is shown here in different options. We will primarily be using the pricing under option 1 until the Project Host Server (PHS) goes live. Once the PHS goes live the pricing will increase to option 2 to include remote maintenance of the PHS as well.

Option 3 is pricing for each occurrence for Schneider Staff to come and provide onsite preventative maintenance to the lane side equipment. The CCRMA plans to have this as a bi-annual service only since we contract with a local county contractor to provide this service at a much more reasonable cost every other month.

Option 4 is an option that the CCRMA does not plan to utilize over the period of this Work Authorization

Staff recommends approval of this Work Authorization

Cameron County Regional Mobility Authority

Work Authorization NO.2

Toll System Maintenance

This Work Authorization No. 2 is made pursuant to the terms and conditions of the Master Services Agreement Effective November 12, 2015, hereinafter identified as the "agreement", entered into by and between Cameron County Regional Mobility Authority (CCRMA) and Schneider Electric Mobility NA, Inc, (Schneider Electric).

Section 1. Schneider Electric will provide the following services outlined in Exhibit "A" CCRMA Maintenance Scope of Work. The services will be held to the attached System Performance Measures, Required Service Levels, and Liquidated Damages attached hereto by Exhibit "C"

Section 2. The fee for services being performed under this work will be paid on a monthly basis for the term of the contract as outlined in Exhibit "B" CCRMA System Maintenance Support. Schneider Electric will submit invoices on a monthly basis along with the monthly maintenance report as outlined in the Scope of Work.

Section 3. Payment to Schneider Electric for the services established under this Work Authorization will be made in accordance with the Agreement.

Section 4. This Work Authorization is effective as of June 1, 2015 and shall terminate on May 31, 2020, unless extended by a Supplemental Work Authorization.

Section 5. This Work Authorization does not waive the parties responsibilities and obligations provided under the Agreement.

Section 6. This Work Authorization is hereby accepted and acknowledged below.

CCRMA

Cameron County Regional Mobility Authority

By: _____

Signature

David E. Allen
Printed Name

Chairman
Title

11/12/2015
Date

Schneider Electric

Schneider Electric Mobility NA, Inc.

By: _____

Signature

J. Darryl Swank
Printed Name

VPOF ELECTRONIC DESIGN
Title

11/12/15
Date

List of Exhibits

Exhibit A – CCRMA Maintenance Scope of Work

Exhibit B – CCRMA System Maintenance Support

Exhibit C – System Performance Measures, Required Service Levels, and Liquidated Damages

CCRMA MAINTENANCE SCOPE OF WORK

1. Maintenance Provisions

The CONTRACTOR will provide remote Software and remote System Maintenance support, as described in Sections 1.3 to 1.4 relating to routine or preventative maintenance tasks to be completed on the tolling system. On a monthly basis, CONTRACTOR support is limited 20 hours Software support and 10 hours of management/administration/purchasing support. If in any given one month period the actual hours required to provide remote Software and System support exceeds the hour limits above (or if the AUTHORITY authorizes the CONTRACTOR to make any system modifications and/or enhancements), the CONTRACTOR will invoice the AUTHORITY on a time and materials basis in accordance with the rate and fee schedule contained herein for the time and materials in excess of the amounts stated above.

1.1 Exclusions

The cost for providing the services hereunder do not include provisions:

- A. For any taxes of any kind (including local, state and federal);
- B. For any bonding; or
- C. For the imposition of any performance standards, penalties, liquidated damages or other deductions from monthly payments.

In the event the AUTHORITY desires the inclusion of any of the excluded items set forth above, the prices set forth herein shall be increased to account for the expenses related thereto.

1.2 Schedule of Support Hours

Table 1.1-1 –Rate Schedule for work outside of scope term labor rate schedule for staff resources:

CCRMA Remote SW Maintenance Support - Rate Schedule and Monthly Fee	
Item Description / Position Title	Regular Rate
PM/Asst PM	\$228.13
Sys/Network Engineer /Sys Admin	\$190.52
Lane SW/HW Engineer	\$155.54
Host/DB SW/HW Engineer	\$155.54
CSC SW/HW Engineer	\$190.11
ROMS SW/HW Engineer	\$155.54
VPS/VES SW ENGINEER	\$155.54
DVR SW/HW ENGINEER	\$155.54
ICS SW/HW	\$155.54
Testing Support	\$155.54
Gen Support (Admin, Purchasing)	\$112.34
Training	\$112.34
Drafter/CAD-Operator/Tech Writer	\$112.34
Install/Maint – Manager	\$181.47
Install/Maint – Supervisor	\$125.82
Install/Maint - Lead tech	\$100.65
Install/Maint - Field tech	\$80.88
Maint SW/DB/Admin Support	\$168.51

Table 1.1-1 - Rate Schedule

As shown in Table 1.1-1 – Rate Schedule, the monthly fee excludes cost for travel expenses, subcontracted services, spare parts and materials (including third party Software licenses and hardware support contracts) and other direct costs. If required, the CONTRACTOR will invoice these costs, expenses, and/or services to the AUTHORITY at cost plus 15% of cost fee. These rates will have a 3% CPI increase yearly.

1.3 System Support and Spare Parts

The design life of the system is defined as ten (10) years. The CONTRACTOR shall support the AUTHORITY in efforts to source and obtain replacement and/or spare parts as required, for a minimum of ten (10) years, by providing technical specifications and/or advising of part compatibility. The purchase of parts will be completed by the AUTHORITY, unless the AUTHORITY directs the CONTRACTOR to purchase. The AUTHORITY shall reimburse the CONTRACTOR the invoiced cost plus a 15% cost fee, for all spare parts and equipment furnished directly by the CONTRACTOR. Once the CONTRACTOR has been reimbursed, the AUTHORITY will own all purchased parts.

1.4 Preventive Maintenance

The following routine and preventive maintenance task activities will be completed by the CONTRACTOR:

- A. Project Management will insure that resources are assigned and managed all communication and coordination between the AUTHORITY and CONTRACTOR.
- B. GENERAL Support will setup and administer the project for staff resources assigned to complete the services:
 - 1. Project tracking and invoicing;
 - 2. Change order support;
 - 3. Coordinating spare parts requests, specifications, purchasing;
 - 4. Backup front line support.
- C. Help Desk Support (Maintenance Admin) will serve as the front line support contact for AUTHORITY staff resources:
 - 1. Handle help requests from local AUTHORITY field technician;
 - 2. Investigate and resolve file processing issues;
 - 3. Assist data management/recovery tasks;
 - 4. Configuration control, manage build versions and production environment.
- D. System Administration (Maintenance SW) will perform scheduled maintenance on the system, without adversely affecting system, operation:
 - 1. Completion of disk maintenance and disk health analysis;
 - 2. System and data disk monitoring;
 - 3. System resource monitoring;
 - 4. APEX task monitoring;
 - 5. Confirm database availability;
 - 6. Time synchronization;
 - 7. Network monitoring.
- E. Database Administration (Maintenance DB) will maintain all production databases:
 - 1. Analyze database growth rate;
 - 2. Review and administer all table and index spaces;
 - 3. Administer global data changes;
 - 4. Review database file activity;
 - 5. Perform tuning and maintenance;
 - 6. Check data table fragmentation;
 - 7. Defragmentation of data tables;
 - 8. Perform system resource contention adjustments.

All work is to be performed during normal weekday business hours (8AM – 5PM CT). Preventive maintenance requiring toll lane closure shall be scheduled during off-peak travel periods, such that the work will not interfere with normal traffic flow.

1.5 Corrective Maintenance

All corrective maintenance required by the toll system, and for which the CONTRACTOR will be responsible, will be defined in change order to be approved by the AUTHORITY prior to work execution.

1.6 Work Exclusions

The scope of remote Software and remote System support excludes the following work activities:

- A. On Site testing;
- B. Conduct of performance audits on the system;
- C. Revisions, modifications, enhancements to the existing system;
- D. Revisions or updates to documentation related to the system.

1.7 Maintenance Personnel

The CONTRACTOR will be required to coordinate with local on-site support employed by the AUTHORITY.

1.8 Reporting

The Contractor will be required to provide on a monthly basis a Maintenance Report summarizing all maintenance activities performed by contractor and pending work orders related to the Authority System. Maintenance work performed by the Authority will not be required to be included on the monthly Maintenance Report provided by the Contractor

1.9 Extension of Service's

Ninety (90) days prior to the term expiration of this Amendment, the CONTRACTOR will submit to the AUTHORITY a proposal for the extension of services. If the AUTHORITY elects to accept the proposal, remote Software and System Maintenance Services will continue to be provided by the CONTRACTOR in accordance with the Terms and Conditions outlined in the proposal. If the AUTHORITY elects to reject the Proposal, the CONTRACTOR will complete providing the maintenance provisions described herein to term. All CONTRACTOR costs associated with transitioning services at the end of the term will be submitted as a change order.

CCRMA System Maintenance Support

Exhibit "B"

Description / Option	Units	Qty	Unit Price	Total Price
Option 1 - Remote System Maint (RMS) Support	Monthly	12	\$ 12,500.00	\$ 150,000.00
Assumptions: - The pricing above is for Tier-3/4 Remote System Maintenance Support (7/24 remote telephone Technical/SW Maint support out of SE's Austin office) - The work scope does not include daily checks, Preventative Maintenance Support or "On-Site" support (presumes that CCRMA's Tech's will perform all daily/periodic system checks and any emergency maintenance services)				
Option 2 - RMS Support + PSH Remote Support	Monthly	12	\$ 15,250.00	\$ 183,000.00
Assumptions (same as Option 1 above Plus) - PSH Tier-3/4 Remote System Maintenance Support - Includes 3rd Party SW support agreements / Lic's (Oracle)				
Option 3 - Preventive Maintenance of Roadway System	Each	1	\$ 5,250.00	\$ 5,250.00
Assumptions: - Quarterly PM's for all Current Toll Locations - Includes Labor, Travel, ODC's, etc.				
Option 4 - Remote System Maint Support + Local Support	Monthly	12	\$ 26,750.00	\$ 321,000.00
Assumptions: - Tier-1/2 System Maintenance Support (One (1) Local Technician) - Tier-3/4 Remote System Maintenance Support (7/24 remote telephone Technical/SW Maint support out of SE's Austin office)				

General - Notes / Assumptions / Comments:

- 1) The pricing above will be escalated yearly @ 3.5% per-year starting at NTP for Maintenance Service + 12-months
- 2) Excludes Maint Facilities costs
- 3) Spares parts to be stored at original SS550 site
- 4) Excludes Equipment and Spare Parts Replenishment/Replacement costs. If needed, equipment/spares replacement/repair costs will be billed back to CCRMA at Cost + 15%
- 5) Excludes all recurring Data Comm's costs (paid by Auth)
- 6) Excludes costs for Maint of Traffic (MOT) if needed to service equipment in the lane
- 7) Excludes 3rd Party HW supports agreements
- 8) Excludes Bonding
- 9) Excludes any and all Taxes (including State/Federal/Local taxes)
- 10) No design or modifications to the existing design are included
- 11) Updates to doc's, manuals and training guides are not included in this work scope

Exhibit C

System Performance Measures, Required Service Levels, and Liquidated Damages

ID	Title and Function area	Performance Measure	Reporting Frequency	Minimum Quantity	Measured Method	Damage Calculation
1	Mean time to respond	<p>Priority 1 - Contractor shall respond within 6 hours</p> <p>Priority 2 - Contractor shall respond with 8 hours</p> <p>Priority 3 - as scheduled in advance by Contractor and approved by Authority</p>	Monthly MMR	Monthly: Full Month of ROMS ticketing data	Monthly: Use ROMS data for each priority level where the allowable mean response or repair time is not met on a monthly average. The quantity of hours exceeding the allowable mean response or repair time.	Monthly: The monthly maintenance fee divided by the hours in the month is then multiplied by the total average quantity of hours exceeding the allowable mean response or repair time
2	Mean time to repair	<p>Priority 1 - Contractor shall repair within 18 hours</p> <p>Priority 2 - Contractor shall repair within 7 days</p> <p>Priority 3 - as scheduled in advance by Contractor and approved by Authority</p>	Monthly MMR	Monthly: Full Month of ROMS ticketing data	Monthly: Use ROMS data for each priority level where the allowable mean response or repair time is not met on a monthly average. The quantity of hours exceeding the allowable mean response or repair time.	Monthly: The monthly maintenance fee divided by the hours in the month is then multiplied by the total average quantity of hours exceeding the allowable mean response or repair time

**4-H CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION
NO. 3 WITH SCHNEIDER ELECTRIC FOR THE TOLL SYSTEMS
CAMERA EQUIPMENT REPAIR AND UPGRADES**



MEMORANDUM

TO: CCRMA Board of Directors

FROM: Adrian Rincones
Chief Financial Officer

DATE: November 12, 2015

SUBJ: CCRMA and Schneider Electric WA#3 Camera Equipment Upgrade

CCRMA has noticed a trend over the last 12 months of an increased number of transactions coded off as "Camera Issue" in the monthly transaction reports. CCRMA has reviewed images throughout this period and found many of the images on the 1847 and Port Spur gantry to be very dark and unreadable. Schneider has recommended upgrades of cameras to improve image quality.

The cost proposal to replace cameras, AIO Boards, and strobes is cost prohibitive. CCRMA had decided to replace at this time AIO boards and strobes only at the travel lanes for the 1847 and Port Spur. This task also includes switching cameras from the Direct Connect Ramp Shoulder lanes with the travel lane cameras on 1847.

This work can be done in one day but will require lane closures.

Staff recommends approval of this Work Authorization

Cameron County Regional Mobility Authority

Work Authorization NO.3

Camera Equipment Upgrade

This Work Authorization No. 3 is made pursuant to the terms and conditions of the Master Services Agreement Effective November 12, 2015, hereinafter identified as the "agreement", entered into by and between Cameron County Regional Mobility Authority (CCRMA) and Schneider Electric Mobility NA, Inc, (Schneider Electric).

Section 1. Schneider Electric will provide the following services outlined in Exhibit "A" Camera Equipment Upgrade and VES Camera transfers Scope of Work

Section 2. The fee for services being performed under this work will be paid as outlined in Exhibit "B" CCRMA Task Request.

Section 3. Payment to Schneider Electric for the services established under this Work Authorization will be made in accordance with the Agreement.

Section 4. This Work Authorization is effective as of November 12, 2015 and shall terminate on at system acceptance by CCRMA with final payment issuance unless extended by a Supplemental Work Authorization.

Section 5. This Work Authorization does not waive the parties responsibilities and obligations provided under the Agreement.

Section 6. This Work Authorization is hereby accepted and acknowledged below.

CCRMA

Cameron County Regional Mobility Authority

By: _____

Signature

Dan E. Alley

Printed Name

Chairman

Title

11/12/2015

Date

Schneider Electric

Schneider Electric Mobility NA, Inc.

By: _____

Signature

J. Darby Swank

Printed Name

VP of Electrical Services

Title

11/16/15

Date

List of Exhibits

Exhibit A – Camera Equipment Upgrade Scope of Work

Exhibit B – CCRMA Task Fee Schedule

CCRMA MAINTENANCE SCOPE OF WORK

1. Scope of Work

The Contractor will install new VES housings, Strobes and move VES cameras from one site to another in accordance with the schedule below.

- VIS-CAM-AIO housing (12)
- TNL-50 Strobe (12)
- 4 travel lanes at FM 1847 will receive new housings and new strobes.
- 2 travel lanes at Port Spur will receive new housings and new strobes

1.1 Exclusions

The cost for providing the services hereunder do not include provisions:

- A. CCRMA to provide (2) lifts to replace VES housings.
- B. MOT for road closures
- C. Replacing any cameras or strobes on shoulders at Port Spur or FM 1847.

In the event the AUTHORITY desires the inclusion of any of the excluded items set forth above, the prices set forth herein shall be increased to account for the expenses related thereto.

1.2 Schedule of Replacement

- Pull VES 500's from Direct Connect Shoulders and replace with VES 400 from FM 1847 travel lanes. This is Camera and Lens only.
- Aim and focus the Direct Connect shoulder cameras.
- Drive the shoulders and confirm images in Host.
- Install new housings and strobes at FM 1847 travel lanes. Install the VES 500's into these housings.
- Aim and focus the FM 1847 travel lanes cameras.
- Drive the travel lanes and confirm images in Host.
- Install new housings and strobes at Port Spur travel lanes.
- Aim and focus the Port Spur travel lanes.
- Drive the travel lanes and confirm images in Host.

1.3 System Spare Parts

This change order request does not include any spare parts. It is recommended to purchase 10% spares of Camera and Strobe Hardware.

- VES CAM
- VES I/O Board
- VES housing

- TNL-50 Strobe

1.4 Preventive Maintenance

The following routine and preventive maintenance task activities will be completed by the CONTRACTOR:

- A. All Shoulder Cameras will be cleaned at Port Spur and FM 1847.

All corrective maintenance required by the toll system, and for which the CONTRACTOR will be responsible, will be defined in change order to be approved by the AUTHORITY prior to work execution.

Exhibit B

Cameron County Regional Mobility Authority - Task Request

Item	Material's / Equipment	Units	Qty	UNIT PRICE	TOTAL
A-1	VIS-CAM-AIO Housing		12	\$1,900.0	\$22,800.00
A-2	TNL 50		12	\$1,900.0	\$22,800.00
A-3	Mounting Hardware		0.5	\$586.4	\$293.22
A-4	Brackets		24	\$25.5	\$611.76
A-5					\$0.00
A-6					\$0.00
A-7					\$0.00
A-8					\$0.00
A-9					\$0.00
A-10					\$0.00
A-11					\$0.00
A-12					\$0.00

Total Equipment \$46,504.98

Item	LABOR	No. Of Hours	Hourly Rate	Total
B-1	Software Engineer	8.00	\$144.50	\$1,156.03
B-2	System Engineer		\$158.21	\$0.00
B-3	Technician	80.00	\$110.87	\$8,869.55
B-4	Database Administrator		\$205.54	\$0.00
B-5	Documentation Clerk	8.00	\$148.24	\$1,185.93
B-6	Testing Engineer		\$156.96	\$0.00
B-7	Network Engineer		\$143.26	\$0.00
B-8	Project Manager	2.00	\$205.54	\$411.09

Total Labor \$11,622.60

Item	Subcontractor	Units	Qty	UNIT PRICE	Total
C-1					\$0.00
C-2					\$0.00
C-3					\$0.00
C-4					\$0.00
C-5					\$0.00

Subcontractor \$0.00

Item	ODC's / Travel	Units	Qty	UNIT PRICE	Total
D-1	Other Direct Cost		1	\$100.0	\$100.00
D-2	Travel		1	\$2,000.0	\$2,000.00
D-3					\$0.00
D-4					\$0.00
D-5					\$0.00

ODC's / Travel \$2,100.00

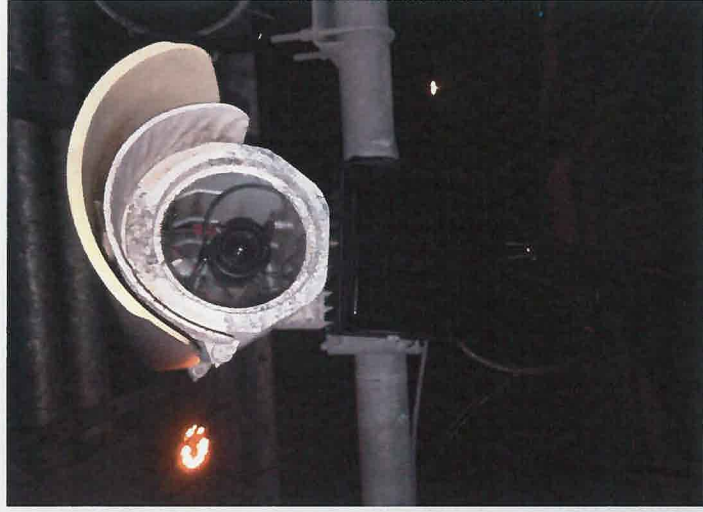
Item	Item	Item Total	Equipment / Materials Fee (15%)	Subcontractor Fee (20%)	ODC's / Travel Fee (15%)	Total
A	Equipment	\$46,504.98	6,975.75			\$53,480.73
B	Labor	\$11,622.60				\$11,622.60
C	Subcontractor	\$0.00		0.00		\$0.00
D	ODC's / Travel	\$2,100.00			315.00	\$2,415.00
	TOTAL					\$67,518.33



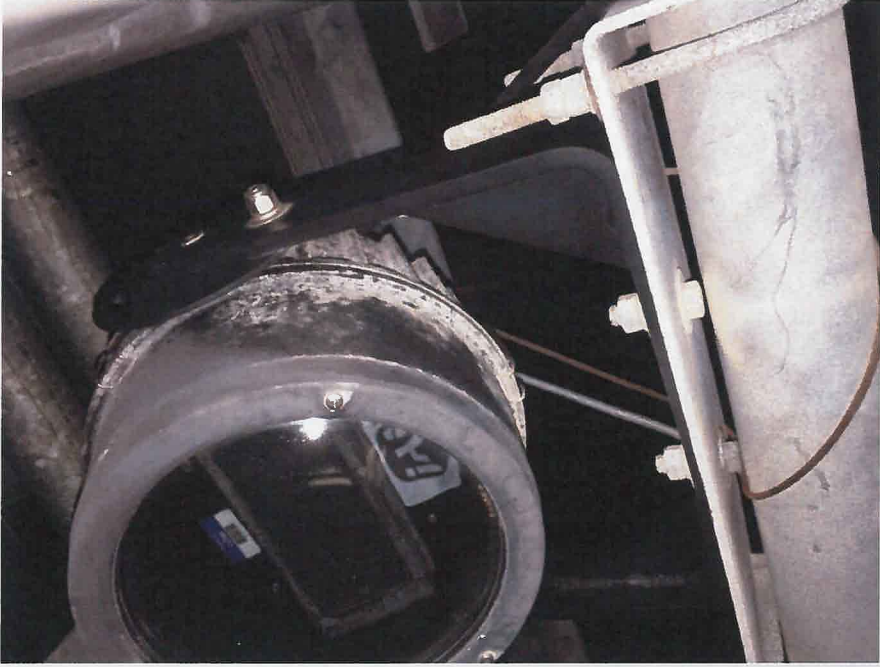
SH550 WA#3 Equipment Upgrade

November 2015

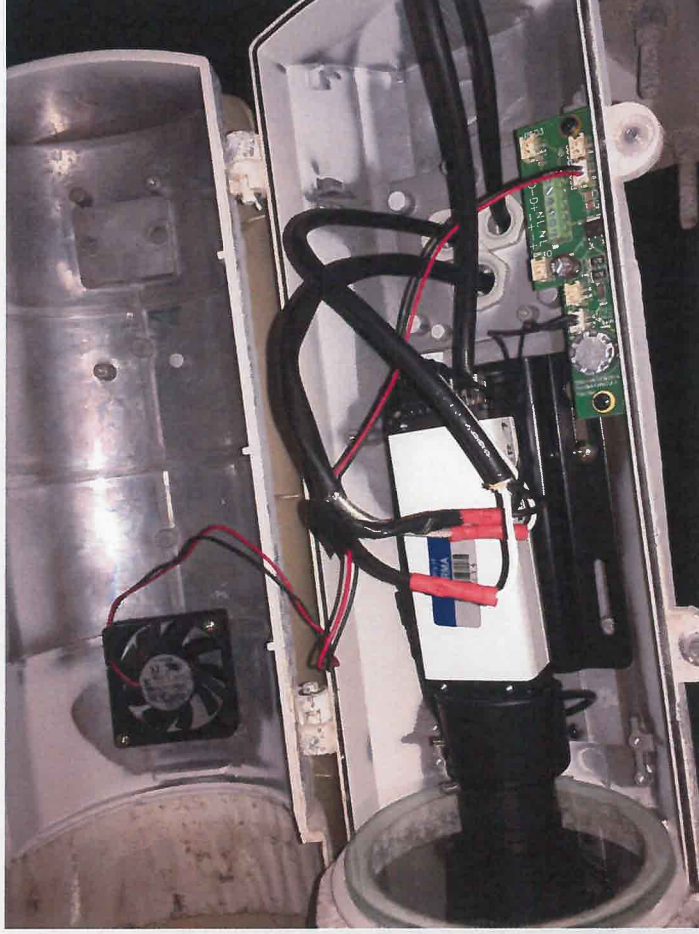
Replacement of Camera Housings/1847



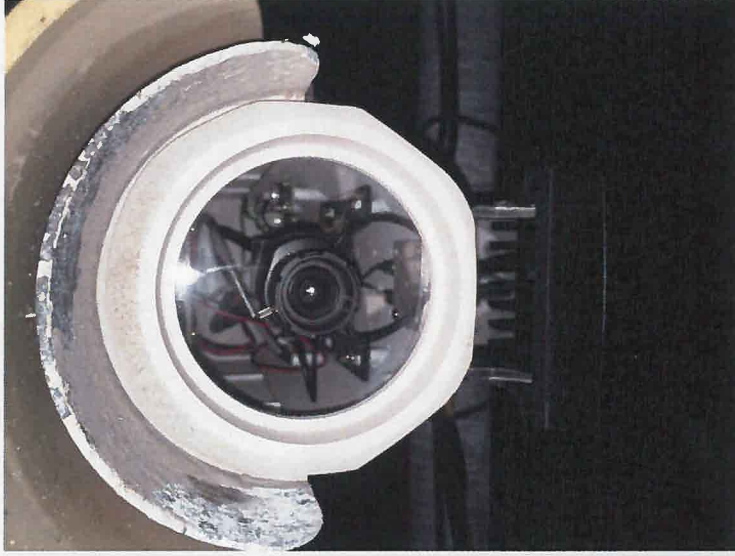
Strobes/FM 1847



Cameras 1847 & Port Spur



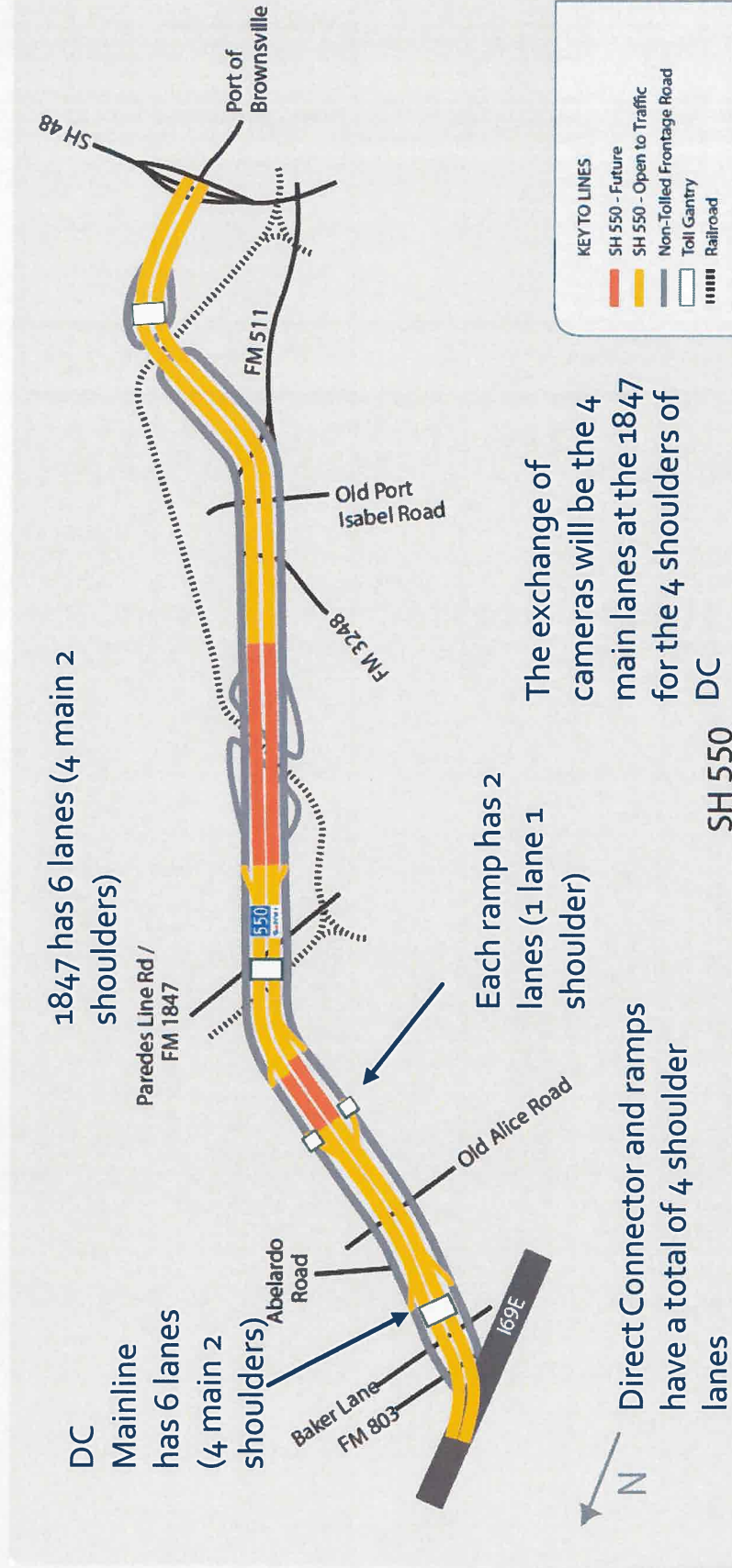
Cameras Port Spur



Strobes on Port Spur



Camera Exchange



**4-I CONSIDERATION AND APPROVAL OF AN INTERLOCAL
AGREEMENT AMENDMENT BETWEEN THE CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY AND THE CENTRAL TEXAS
REGIONAL MOBILITY AUTHORITY FOR THE EXTENSION OF THE
TOLL MAINTENANCE SERVICES THROUGH JUNE 30, 2016**

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT FOR
TOLL COLLECTION PROCESSING SERVICES**

THIS FIRST AMENDMENT is made effective as of the 12 day of November, 2015, by and between the **CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY** ("CTRMA") and the **CAMERON COUNTY REGIONAL MOBILITY AUTHORITY** ("CCRMA"), political subdivisions of the State of Texas.

W I T N E S S E T H:

WHEREAS, the CTRMA and the CCRMA entered into an Agreement for Toll Collection Processing Services dated December 7, 2011, hereinafter referred to as the "Agreement," whereby the CTRMA agreed to provide toll collection processing services to the CCRMA; and

WHEREAS, the term of the Agreement concluded on June 30, 2015; and

WHEREAS, the CTRMA and the CCRMA have each determined that it is in their best interest to continue performing their obligations under the Agreement; and

WHEREAS, the CCRMA and the CTRMA therefore desire to extend the term of the Agreement to June 30, 2020.

NOW, THEREFORE, and in consideration of the mutual covenants and agreement between the parties, the CTRMA and the CCRMA hereby agree to the following:

I. EXTENSION OF TERM.

Article III, Section 1. Term and Termination. of the Agreement for Toll Collection Processing Services by and between the CTRMA and the CCRMA dated December 7, 2011 shall be and hereby is amended to read as follows:

Subject to the following, this Agreement shall be effective as of the date first written above and shall continue in force and effect until June 30, 2020. The term of the Agreement may be extended by written agreement of the Parties. Notwithstanding the foregoing,

- a. if the MSB Contract is terminated pursuant to Article 3 of that agreement, this Agreement shall terminate on the same day that the MSB Contract terminates, provided that the CTRMA shall give the CCRMA written notice of the termination within ten (10) days of providing notice to or receiving notice from MSB in accordance with Article 3 of the MSB Contract; and
- b. either party may terminate this Agreement in the event of a material breach of its terms, which may include, but is not limited to, failure to make timely payments

of amounts owed and failure of the toll collection processing services to be provided in accordance with this Agreement, provided that the party seeking to terminate the Agreement has provided written notice to the other of the alleged default and the default has not been cured within thirty (30) days of receipt of such notice; and

- c. the CCRMA may terminate this Agreement without cause at any time, provided that the CCRMA shall provide the CTRMA with thirty (30) days written notice of the termination.

II. REMAINING TERMS AND CONDITIONS.

Except to the extent expressly modified herein, all remaining terms and conditions of the Agreement for Toll Collection Processing Services by and between the CTRMA and the CCRMA dated December 7, 2011 shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts hereof as of the effective date first above written.

CTRMA: Central Texas Regional Mobility
Authority

Signature:

By: Mike Heiligenstein
Title: Executive Director
Date: 7/5/15

CCRMA: Cameron County Regional Mobility
Authority

Signature:

By: Pete Sepulveda, Jr.
Title: Executive Director
Date: _____

4-J CONSIDERATION AND APPROVAL OF AN INTERLOCAL AGREEMENT AMENDMENT BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AND THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY FOR THE EXTENSION OF TOLL PROCESSING THROUGH THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY FOR THE INTEROP HUB THROUGH JUNE 30, 2020

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT FOR
TOLL SYSTEMS MAINTENANCE SERVICES**

THIS FIRST AMENDMENT is made effective as of the 12 day of November, 2015, by and between the **CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY** ("CTRMA") and the **CAMERON COUNTY REGIONAL MOBILITY AUTHORITY** ("CCRMA"), political subdivisions of the State of Texas.

W I T N E S S E T H:

WHEREAS, the CTRMA and the CCRMA entered into an Agreement for Toll Systems Maintenance Services dated February 22, 2012, hereinafter referred to as the "Agreement," whereby the CTRMA agreed to provide toll systems maintenance services to the CCRMA; and

WHEREAS, the term of the Agreement concluded on June 30, 2015; and

WHEREAS, the CTRMA and the CCRMA have each determined that it is in their best interest to continue performing their obligations under the Agreement; and

WHEREAS, the CCRMA and the CTRMA therefore desire to extend the term of the Agreement to June 30, 2016.

NOW, THEREFORE, and in consideration of the mutual covenants and agreement between the parties, the CTRMA and the CCRMA hereby agree to the following:

I. EXTENSION OF TERM.

Article III, Section 1. Term and Termination. of the Agreement for Toll Systems Maintenance Services by and between the CTRMA and the CCRMA dated February 22, 2012 shall be and hereby is amended to read as follows:

Subject to the following, this Agreement shall be effective as of the date first written above and shall continue in force and effect until June 30, 2016. The term of the Agreement may be extended by written agreement of the Parties. Notwithstanding the foregoing,

a) if the Telvent Maintenance Contract is terminated pursuant to Section 12 of that agreement, this Agreement shall terminate on the same day that the Telvent Maintenance Contract terminates, provided that the CTRMA shall give the CCRMA written notice of the termination within ten (10) days of providing notice to or receiving notice from Telvent in accordance with Section 12 of the Telvent Maintenance Contract; and

b) either party may terminate this Agreement in the event of a material breach of its terms, which may include, but is not limited to, failure to make timely payments of amounts owed and failure to provide services and satisfy performance measures in accordance with this Agreement, provided that the party seeking to terminate the

Agreement has provided written notice to the other of the alleged default and the default has not been cured within thirty (30) days of receipt of such notice; and

c) CCRMA may terminate this Agreement without cause at any time, provided that CCRMA shall provide CTRMA with notice sufficient to allow CTRMA to satisfy its obligations under the Telvent Maintenance Contract.

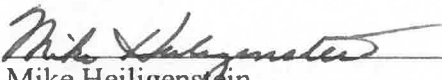
Notwithstanding the foregoing, CTRMA shall not issue to Telvent any task orders or work authorizations extending beyond the term of the Telvent Maintenance Contract.

II. REMAINING TERMS AND CONDITIONS.

Except to the extent expressly modified herein, all remaining terms and conditions of the Agreement for Toll Systems Maintenance Services by and between the CTRMA and the CCRMA dated February 22, 2012 shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts hereof as of the effective date first above written.

CTRMA: Central Texas Regional Mobility
Authority

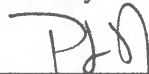
Signature: 

By: Mike Heiligenstein

Title: Executive Director

Date: 11/5/15

CCRMA: Cameron County Regional Mobility
Authority

Signature: 

By: Pete Sepulveda, Jr.

Title: Executive Director

Date: _____