

THE STATE OF TEXAS §
COUNTY OF CAMERON §

BE IT REMEMBERED on the 14th day of January 2011, there was conducted a Special Meeting of the Cameron County Regional Mobility Authority, at the Levis Building, thereof, in San Benito, Texas, for the purpose of transacting any and all business that may lawfully be brought before the same.

THE BOARD MET AT:
12:00 Noon

PRESENT:

DAVID E. ALLEX
CHAIRPERSON

MICHAEL SCAIEF
DIRECTOR

DIRECTOR

YOLANDA VILLALOBOS
DIRECTOR

DAVID N. GARZA
DIRECTOR

RUBEN GALLEGOS, JR.
DIRECTOR

FRANK PARKER, JR.
DIRECTOR

Secretary

VICTOR ALVAREZ
ABSENT

ABSENT

ABSENT

The meeting was called to order by Chairman David E. Allex at 12:01 P.M. At this time, the Board considered the following matters as posted and filed for Record in the Office of the County Clerk on this January 11, 2011, at 11:16 A.M.

AGENDA

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

Levis Building
1390 W. Expressway 77
San Benito, TX 78586

Friday, January 14, 2011

12:00 Noon

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Jan 11, 2011 at 11:16A

Joe G Rivera
County Clerk
By
Hilda Perez, Deputy
Cameron County

I. Public Comments

CONSENT ITEMS:

All Items under the Consent Agenda are heard collectively unless opposition is presented, in which case the contested item will be considered, discussed and appropriate action taken separately.

- II. Consideration and Approval of the Minutes for January 6, 2011 Special Meeting**
- III. Consideration and Approval of Contract between the Cameron County Regional Mobility Authority and Breeden McCumber, Inc.**
- IV. Consideration and Approval of an Advance Funding Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for U.S. 77 Project**
- V. Consideration and Authorization to participate and sponsor Brownsville Day at the Texas State Capitol on January 25, 2011**

ITEMS FOR DISCUSSION AND ACTION

- VI. Consideration and Approval of a Bank Depository Agreement with BBVA Compass Bank**
- VII. Consideration and Authorization to perform all accounting transactions through the County Auditor's Office**
- VIII. Adjournment**

Signed this 11th day of January 2011



David E. Alex
Chairman

PUBLIC COMMENTS

I. PUBLIC COMMENTS

None were presented.

CONSENT ITEMS

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

II. Consideration and Approval of the Minutes for January 6, 2010 Special Meeting

Director Gallegos made a motion to approve the Minutes for January 6, 2010 Special Meeting as presented. The motion was seconded by Director Garza and carried unanimously.

III. Consideration and Approval of Contract between the Cameron County Regional Mobility Authority and Breeden McCumber, Inc.

Board Member Gallegos asked how Breeden McCumber was selected and if there were any other firms that could do this type of work. Mr. Pete Sepulveda, Jr., RMA Coordinator responded that Breeden McCumber was a sub-contractor to HNTB and that we had their qualifications on file. Mr. Sepulveda advised that since this was a professional service, that bids or RFP's were not required and that this contract was not an exclusive contract meaning that if there are other firms that have the ability to provide this or other similar services the Cameron County Regional Mobility Authority can contract with those firms as well. Mr. Sepulveda also mentioned that he was not certain whether there were other firms that could provide the services in this particular contract. It was mentioned that this firm had made a presentation to the Board a couple of meetings ago.

Director Scaief made a motion to approve the Contract between the Cameron County Regional Mobility Authority and Breeden McCumber, Inc. The motion was seconded by Director Garza and carried unanimously.

The Contract is as follows:

IV. Consideration and Approval of an Advance Funding Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for U.S. 77 Project

Director Gallegos made a motion to approve the Advance Funding Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for U.S. 77 Project. The motion was seconded by Director Garza and carried unanimously.

V. Consideration and Authorization to participate and sponsor Brownsville Day at the Texas State Capitol on January 25, 2011

Director Gallegos made a motion to participate and sponsor Brownsville Day at the Texas State Capitol on January 25, 2011. The motion was seconded by Director Garza and carried unanimously.

ACTION ITEMS

VI. Consideration and Approval of a Bank Depository Agreement with BBVA Compass Bank

Mr. Pete Sepulveda, Jr., RMA Coordinator advised the Board that several months ago the Cameron County Regional Mobility Authority had RFP'd for services for a bank depository and that only one RFP was received from an out of state institution and that the Board had rejected the RFP since no local branches were available. Mr. Sepulveda advised the Board that the intention was to enter into a short term agreement with BBVA Compass Bank. BBVA is the County's bank depositor and thus we already have a relationship with them.

Director Gallegos made a motion to **TABLE** this item. The motion was seconded by Director Garza and carried unanimously.

VII. Consideration and Authorization to perform all accounting transactions through the County Auditor's Office

Mr. Pete Sepulveda, Jr., RMA Coordinator went over the procedures for accounting transactions that are provided by the County Auditor's office. Mr. Sepulveda mentioned that the Cameron County Regional Mobility Authority had reached a level where it was feasible for the Cameron County Regional Mobility Authority to do their own accounting via the Auditor's office to include purchase orders, claims, wire transfers, bank deposits and other financial transactions. County Auditor, Martha Galarza also briefly went over the bank reconciliation procedures that are in place and future policies that she will prepare. The Board was advised that once we have our own bank account two Board members will need to be authorized to sign checks.

Director Villalobos made a motion to authorize the performance of all accounting transactions through the County Auditor's Office. The motion was seconded by Director Parker and carried unanimously.

VIII. ADJOURNMENT

There being no further business to come before the Board and upon motion by Director Gallegos, seconded by Director Garza and carried unanimously the meeting was **ADJOURNED** at 12:32 P.M.

APPROVED this 24th day of January 2011.

ATTESTED:



SECRETARY RUBEN GALLEGOS, JR.



CHAIRMAN DAVID E. ALLEX

**III. CONSIDERATION AND APPROVAL OF CONTRACT
BETWEEN THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY AND BREEDEN McCUMBER,
INC.**



Standard Agency Letter of Agreement

Cameron County Regional Mobility Authority

This letter outlines the services to be provided and terms of business for Advertising, Design and Production Services between Breedon/McCumber, Inc. (Agency) and the Cameron County Regional Mobility Authority (Client) commencing 12/15/2010 or such date as shall be agreed upon.

The services that Breedon/McCumber, Inc. and staff will provide are summarized as follows:

1. Develop, design, produce and/or print a variety of deliverables for communications, which may include but are not limited to:

- Provide Newspaper messaging oversight
- Provide Direct Mail to Businesses and residents
- Provide Outdoor Billboard (Design, Print & Installation)
- Provide Television production and placement

2. Provide continuous, as-needed, account service and consultation to ensure prompt completion of projects.

3. Above services described in detail on attachment A, "SH550 Future Driven Marketing Plan"

Approvals and authority are provided as follows:

The agency will submit to the Client for approval: all creative designs, original artwork and presentation templates. The agency will therefore require the client's authority before producing a finished product for any of the above-mentioned categories.

The Cameron County Regional Mobility Authority will designate in writing who within the organization may sign approvals and authorizations. Once a job quote has been signed, work on the project will begin.

Agency compensation is provided for as follows:

All media, outside services, materials, as well as out-of-pocket expenses, including postage and shipping charges, are charged to the client.

Standard Agency Letter of Agreement/ Continued

The Agency will provide all work to the Client for approval. The fee service arrangement will be for the approved length of the marketing plan.

Legal Liability:

- a) The Agency shall not be liable for delay, omission or error, in any advertisement in the absence of willful fault or neglect.
- b) **LIMITATION OF LIABILITY** The parties agree that Agency's liability to Client shall, in any instance, be limited to the amount of available insurance. Client shall not look to Agency for any claim in any amount greater than what insurance which might be available to pay such claim.
- c) Nothing in this agreement shall be deemed to require the Agency to undertake any campaign, or prepare any advertising or publicity, which in the Agency's reasonable judgment is misleading, libelous, unlawful, indecent or otherwise prejudicial to the Agency's or to the Client's interest. Both client and Agency agree to perform hereunder in accordance with the highest ethical standards.

Termination:

Agency service is provided on a contract basis with a provision for 30 days written notice of termination on either side for all project work in accordance with accepted practices of the industry. You, the Client, agree to reimburse the Agency for all approved work in progress. On termination of this Agreement, and payment of all items properly chargeable, the Agency agrees to give all reasonable cooperation in transferring the account to another agency.

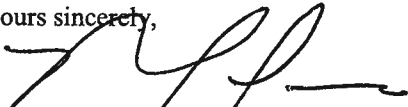
Billing procedures are as follows:

The agency will bill the Client for each phase initiated and completed to the satisfaction of both the agency and the client. Phase #2 will also be handled in this manner. This agreement remains in effect until such time as the Client notifies the agency in writing of termination.

Our terms are net 30 days from date of receipt of invoice.
If there are any questions concerning our billing procedures we will be pleased to answer them at any time.

We look forward to a long, mutually beneficial relationship and to contributing to the achievement of the long-term plans of the Cameron County Regional Mobility Authority.

Yours sincerely,

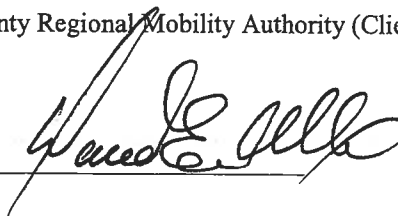

Benjamin G. Guerrero, Partner
Breedon/McCumber, Inc. (Agency)

Terms and conditions accepted by Cameron County Regional Mobility Authority (Client):

Date: January 14, 2011

By: David E. Alley

Signature:



Title: CCRMA Chairman



SH550 “Future Driven” Marketing Plan

The following Marketing Plan is recommended as the most cost effective way to reach the end user of the new SH550 overpass. We have concentrated our efforts in media and direct marketing that delivers pinpoint accuracy in reaching our target demo. While local television and radio are effective means to promote a “mass appeal” product to a broad base audience, we are better served concentrating our efforts towards the “limited” end user(s) of SH 550. This Marketing Plan will consist of three phases.

Phase 1 – December thru January 2010

Creative: Informative / Free TxTag

Tools: Newspaper

Providing messaging oversight, media recommendations, and planning only. TTA will handle the placement of the first wave of toll tag marketing ads

Estimated Cost - \$950.00

Direct Mail

- 1x to businesses and residences within a 2 mile radius of SH 550 and Highway 77
- 1x to businesses and residences within a 2 mile radius of SH 550 and Paredes Line
- 1x to businesses and residences with a 4 mile radius of SH 550 and Hwy 48

Direct Mail will be sent once in Phase 1 and will allow us to reach our core customers (those who will utilize the new SH 550 the most) more efficiently than other media. This will include businesses (employees) at the Port of Brownsville and area residences. Count per month will be approximately 11,000 pieces.

Estimated Cost – \$8,770

Includes production, printing, postage, processing and addressing.

Outdoor

Option # 1

One 14 x 48 Bulletin on Expressway 77 – Southbound facing North prior to SH 550 exit. Duration: Two (2) Months.

Estimated Cost - \$5,250

Includes creative, production, printing and installation

Option # 2

One 10 x 40 Bulletin on Expressway 77 – Southbound facing North prior to SH 550 exit. Duration: Two (2) Months.

Estimated Cost - \$4,450

Includes creative, production, printing and installation

Television

Recommend General Market / English and Spanish Language media. Scheduling will center on news oriented programming which we feel will be most effective in reaching our end user. (See Attached Scheduler)

We will also include website advertising on the respective stations.

Media Placement - \$20,000

Estimated Production - \$ 3,500

Total Television - \$23,500

Phase 1 Total - \$38,470
(Calculated with Outdoor Option #1)

Phase 2 – February thru March 2010

Creative: SH550 NOW OPEN!

Tools: Newspaper

Brownsville Herald - 1/4 page ads / 6
Bargain Book - 1/4 page ads / 6

Ads to be scheduled every other Sunday in the Herald and Wednesday's in the Bargain Book. Creative will be a series of ads announcing the bypass is now open as well as explaining the benefits of using new bypass. Newspaper allows for us to explain the advantages associated with the new project. It will reach our primary service region encompassing Brownsville and San Benito. "El Heraldo Nuevo" is also included in the submitted dates above.

Estimated Cost - \$8,000

Direct Mail

- 1x to businesses and residences within a 2 mile radius of FM 511 and Highway 77
- 1x to businesses and residences within a 2 mile radius of FM 511 and Paredes Line
- 1x to businesses and residences with a 4 mile radius of Paredes Line and Hwy 48

Direct Mail will allow us to reach our core customers (those who utilize FM 511 the most) more efficiently than other media. This will include businesses at the Port of Brownsville as well as residences . Count per month will be approximately 11,000 pieces.

Estimated Cost – \$8,770

Includes production, printing, postage, processing and labeling.

Outdoor

Option # 1

One 14 x 48 Bulletin on Expressway 77 – Southbound facing North prior to SH 550 exit. Duration: Two (2) Months.

Estimated Cost - \$5,250

Includes creative, production, printing and installation

Option # 2

One 10 x 40 Bulletin on Expressway 77 – Southbound facing North prior to SH 550 exit. Duration: Two (2) Months.

Estimated Cost - \$4,450

Includes creative, production, printing and installation

Television

Recommend General Market / English and Spanish Language media. Scheduling will center on news oriented programming which we feel will be most effective in reaching our end user. (See Attached Scheduler)

We will also be include website advertising as part of the media buy.

Media Placement - \$20,000
Estimated Production - \$ 3,500

Total Television - \$23,500

Phone Blasts

- 2x to businesses and residences within a 2 mile radius of SH 550 and Highway 77
- 2x to businesses and residences within a 2 mile radius of SH 550 and Paredes Line
- 2x to businesses and residences within a 4 mile radius of SH 550 and Hwy 48

Estimated Cost – \$1,900

Phone Blasts will be done once per month and will allow us to reach our core customers (those who will utilize the new SH 550 the most) prior to the opening and immediately after the opening of SH550. Count per month will be approximately 6,000 calls.

Total Cost Phase 2 - \$47,420

(Calculated with Outdoor Option #1)

PR/Feedback from Campaign

Public Relations for Feedback from community on the SH550 Campaign

Estimated Cost - \$6,000

Phase 1 & 2 Campaign

Total - \$91,890

**IV. CONSIDERATION AND APPROVAL OF AN ADVANCE
FUNDING AGREEMENT BETWEEN THE CAMERON
COUNTY REGIONAL MOBILITY AUTHORITY AND THE
TEXAS DEPARTMENT OF TRANSPORTATION FOR U.S.
77 PROJECT**

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY
LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT
PROJECTS WITH NO REQUIRED MATCH
CATEGORY 12 AND CATEGORY 1 FUNDING
(ON SYSTEM)**

THIS AGREEMENT IS MADE BY AND BETWEEN the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the Cameron County Regional Mobility Authority, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, Transportation Code, Chapters 201, 221, 227, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and,

WHEREAS, Commission Minute Order Number 112306 authorizes the State to undertake and complete a highway improvement generally described as the construction of an overpass and main lanes on US 77; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as performing the environmental assessment and mitigation and the architectural and engineering services, hereinafter called the "Project"; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

AGREEMENT

Article 1. Time Period Covered

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated, as hereinafter provided.

Article 2. Project Funding and Work Responsibilities

The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract.

In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

Article 3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

Article 4. Adjustments Outside the Project Site

The Local Government will provide for all necessary right-of-way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

Article 5. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

Article 8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated herein by reference, or special specifications approved by the State.

If the State determines that the plans, specifications, and estimates are unacceptable, the Local Government shall correct the design documents to the State's satisfaction. Should additional specifications or data be required by the State, the Local Government shall redesign the plans and specifications to the State's satisfaction. The costs for the additional work on the plans, specifications, and estimates shall be borne by the Local Government.

Article 9. Increased Costs

In the event it is determined that the funding provided by the Local Government will be insufficient to cover the State's cost for performance of the Local Government's requested work, the Local Government will pay to the State the additional funds necessary to cover the anticipated additional cost. The State shall send the Local Government a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Local Government shall pay the funds to the State within 30 days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Local Government cannot pay the additional funds, this contract shall be mutually terminated in accord with Article 11 - Termination. If this is a fixed price agreement as specified in Attachment A, Payment Provision and Work Responsibilities, this provision shall only apply in the event changed site conditions are discovered or as mutually agreed upon by the State and the Local Government.

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the local government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

Article 10. Maintenance

Upon completion of the Project, the State will assume responsibility for the maintenance of the completed Project unless otherwise specified in Attachment A to this agreement.

Article 11. Termination

This agreement may be terminated in the following manner:

- ◆ by mutual written agreement and consent of both parties;
- ◆ by either party upon the failure of the other party to fulfill the obligations set forth herein;
- ◆ by the State if it determines that the performance of the Project is not in the best interest of the State.

If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.

- ◆ Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

Article 12. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

| Local Government: | State: |
|--|---|
| Chairman Cameron County Regional Mobility Authority 1100 E. Monroe Street Brownsville, TX 78520 | Director of Contract Services Texas Department of Transportation 125 E. 11th Austin, Texas 78701 |

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 13. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

Article 14. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

Article 15. Amendments

By mutual written consent of the parties, this contract may be amended prior to its expiration.

Article 16. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 17. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is

complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

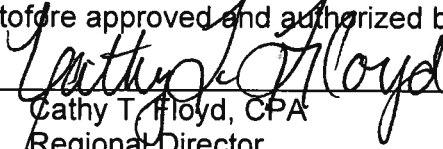
Article 18. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By  Date 1/24/11
Cathy T. Floyd, CPA
Regional Director
South Regional Service Center

THE LOCAL GOVERNMENT

Name of the Local Government Cameron County Regional Mobility Authority

By  Date January 14, 2011

Typed or Printed Name and Title David E. Alley
Chairman, Cameron County Regional Mobility Authority

ATTACHMENT A

Payment Provision and Work Responsibilities

A. Scope of the Project

The Local Government will perform the environmental assessment and mitigation and the architectural and engineering services for the construction of main lanes on US 77 from FM 1018 to 0.3 mile north of FM 498 and the construction of main lanes and an overpass on US 77 from 0.3 mile north of FM 498 to FM 3168, which are on system locations. The project is at the location described in the Project Location Map, attached hereto and made a part hereof as Attachment "B".

B. Payment Provision

The Local Government's participation will be limited to performing the environmental assessment and remediation and preparing and providing the construction plans, specifications and estimate (PS&E). The State is responsible for required utility work, right of way acquisition, letting construction bid items, construction contract management, maintenance, the cost of engineering phase Direct State Costs and Indirect State Costs. The State has estimated the Project cost to be as follows:

| Description | Total Estimated Cost | Federal Participation | | State Participation | | Local Government Participation | |
|---|----------------------|-----------------------|-----------------|---------------------|------------------|--------------------------------|--------------------|
| | | % | Cost | % | Cost | % | Cost |
| Preliminary Engineering | \$2,619,905 | 0% | \$0 | 0% | \$0 | 100% | \$2,619,905 |
| Environmental | \$100,000 | 0% | \$0 | 0% | \$0 | 100% | \$100,000 |
| Subtotal | \$2,719,905 | | \$0 | | \$0 | | \$2,719,905 |
| Engineering Phase Direct State Costs (5.5%) | \$149,595 | 0% | \$0 | 100% | \$149,595 | 100% | \$0 |
| Indirect State Costs (6.2%) | \$168,634 | 80% | \$13,907 | 20% | \$33,727 | 100% | \$0 |
| TOTAL | \$3,038,134 | | \$13,907 | | \$183,322 | | \$2,719,905 |

Direct State Cost will be based on actual charges.

Local Government's Participation = \$2,719,905

C. Work Responsibilities

1. Utilities

The State shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures.

2. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- a. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- b. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
- c. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- d. The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this project.
- e. The Local Government shall provide the State with written certification from appropriate regulatory agency(ies) that identified environmental problems have been remediated.

3. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

4. Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services.

For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum conform to applicable *American Association of State Highway and Transportation Officials* design standards.

The engineering plans shall be developed in accordance with the applicable State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, and the special specifications and special provisions related thereto.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases.

Professional services contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

5. Construction Responsibilities

- a. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funds eligibility, projects must be authorized by the State prior to advertising for construction.
- b. The State will use its approved contract letting and award procedures to let and award the construction contract.
- c. Upon completion of the Project, the party constructing the project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- d. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

6. Right of Way and Real Property

The State is responsible for the provision and acquisition of any needed right of way or real property.

V. CONSIDERATION AND AUTHORIZATION TO PARTICIPATE AND SPONSOR BROWNSVILLE DAY AT THE TEXAS STATE CAPITOL ON JANUARY 25, 2011

The Brownsville Interagency Group

invites you to

Brownsville Day at the State Capitol

January 25, 2011

with recognition of Brownsville Day
on the Senate and House Floors

Followed by a networking reception
from 5 p.m - 7 p.m.

Legislative Conference Center, E2.002
(Second floor of Capitol Extension)

The all-day event will include appointments with
state officials, senators, and representatives
as well as different agency leaders.

For more information, please contact
Sylvia Rodriguez at the Brownsville EDC,
(956) 541-1183 or via e-mail at srodriguez@bedc.com.

Brownsville Chamber of Commerce / Brownsville Community Improvements Corporation / Brownsville Convention and Visitors Bureau / Brownsville Independent School District / Brownsville Public Utilities Board / Brownsville South Padre Island International Airport / Brownsville Urban System / Cameron County / City of Brownsville / Greater Brownsville Incentives Corporation and Brownsville Economic Development Council / Port of Brownsville and Brownsville Navigation District / University of Texas at Brownsville and Texas Southmost College / Workforce Solutions – Cameron / United Brownsville Coordinating Board, Inc.

POC: Lizzy de la Garza, Brownsville Interagency Group, 301 Mexico Blvd., Suite F-1 (ITEC Campus), Brownsville, TX 78520, O: (956) 541-1183, F: (956) 546-3938, S: www.BEDC.com



Brownsville Interagency Group

Transportation

Support an interstate designation for State Hwy 77 from Brownsville, TX, to Harlingen, TX. Increase the designation to Willacy County line when construction upgrades to interstate standards are completed by April 2012.

Support action on the interstate hwy from Corpus Christi to Brownsville, by extending IH 37 in 36 months and a \$1.1 billion transportation package in Cameron County within the next 10 years.

Support local option legislation to fund transportation /mobility needs, i.e.

- Gas Tax
- Transit tax that can exceed the state sales tax cap.

Support the funding of a feasibility study for Passenger Rail Service and Infrastructure for the Greater City of Brownsville.

Economic Development

Support continued skills and development program funding administered by the Texas Workforce Commission.

Support the continuation of the Texas Enterprise Fund and the Emerging Technology Fund.

Support the 2nd largest "export" oriented business industry, Travel and Tourism.

Oppose any effort to curtail or restrict navigation on the Gulf Intercoastal Waterway.

Water Resource Management

Funding for a Brownsville Seawater Desalination Demonstration Project will (1) provide additional water (2) allow for an evaluation of system performance over several years of operation prior to an investment in full-scale capacity and (3) will include the capability for continued testing of the latest desalination technologies for this and other future desalination facilities in Texas.

Support the Brownsville Weir Project as a key component of the Rio Grande Regional Water Planning Group.

Support the Resaca (Oxbow Lakes) Restoration Project for effective flood control, additional water storage capacity and ecosystem restoration.

Support for the Banco Morales Reservoir Project which will impound surplus water from the Rio Grande.

Electric Retail Legislation

Monitor and respond to all proposed legislation that may have an impact on Municipal Owned Utilities (MOU's) in the state of Texas.

Mental Health Transport

Support amending the requirement of an original Justice of the Peace signature for transport authorization to include an electronic signature as an acceptable format.

Border Security

All funds directed to border security needs to be strictly dedicated to the border areas. Federal lead agencies responsible for border security need to fund local agencies for communication interoperability.

Support for realigning of International Bridge lanes to assist with the secondary inspection of south bound traffic and curtail the contraband of currency, guns and ammunition.

Safety

Continue support for the enabling legislation that permits counties to bill for lighting in unincorporated areas and develop a funding mechanism for lighting infrastructure in unincorporated areas.

Immigration

The Brownsville Interagency Group does not support immigration legislation that is divisive in nature to the economic success of the region.

Higher Education UTB/TSC

Provide funding to support the Partnership Transition Initiative.

Provide funding for the Texas Center for Border and Transitional Studies.

Provide funding for Alleviating Health Disparities Program.

Provide funding for the College Preparatory Institute.

Continue and augment the funding for the Texas Center for Border Economic Development (CEED) at UTB established for supporting the continued economic development in South Texas.

Continue and augment the funding of the UTB PK-16 Initiative.

Support a Tuition Revenue Bond for the Student Success Complex.

Education (BISD)

Support initiatives that address the high school dropout rates in South Texas.

Casino Gambling

Support efforts to legalize casino gambling to help reduce the state budget's deficit.

Municipal Operations

Support the levy of a tax on animal products to assist in funding City-owned and operated animal shelters seeking a 'no kill' designation.

For further information contact:

Lizzy de la Garza,
Brownsville Economic
Development Council (BEDC)

Tel: (956) 541-1183

Email: ldelagarza@bedc.com

Brownsville Interagency Group

City of Brownsville (COB); Cameron County; Brownsville Independent School District (BISD); Brownsville Economic Development Council (BEDC); Brownsville Community Improvement Corporation (BCIC); Brownsville Chamber of Commerce; Greater Brownsville Incentives Corporation (GBIC); Port of Brownsville; Public Utilities Board (PUB); The University of Texas at Brownsville/Texas Southmost College (UTB/TSC); Brownsville Convention & Visitors Bureau