

THE STATE OF TEXAS           §

COUNTY OF CAMERON           §

BE IT REMEMBERED on the 24<sup>th</sup> day of January 2011, there was conducted a Special Meeting of the Cameron County Regional Mobility Authority, at the Dancy Courthouse, thereof, in Brownsville, 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

VICTOR ALVAREZ  
DIRECTOR

\_\_\_\_\_  
DIRECTOR

DAVID N. GARZA  
DIRECTOR

\_\_\_\_\_  
DIRECTOR

FRANK PARKER, JR.  
DIRECTOR

\_\_\_\_\_  
Secretary

YOLANDA VILLALOBOS  
ABSENT

RUBEN GALLEGOS, JR.  
ABSENT

\_\_\_\_\_  
ABSENT



The meeting was called to order by Chairman David E. Allex at 12:00 noon. 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 21, 2011, at 8:04 A.M.

**AGENDA**

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

**Dancy Courthouse  
1100 E. Monroe Street  
Brownsville, TX 78520**

**Monday, January 24, 2011**

**12:00 Noon**

Accepted for Filing in:  
Cameron County

On: Jan 21, 2011 at 08:04A

By:  
Lamar Cantu

**I. Public Comments**

**CONSENT ITEMS:**

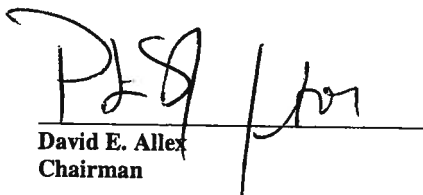
All Items under the Consent Agenda are heard collectively unless opposition is presented, in which case the contested item will be considered, discussed and appropriate action taken separately.

- II. Consideration and Approval of the Minutes for January 14, 2011 Special Meeting**
- III. Consideration and Approval of the Cameron County Regional Mobility Authority Financial Procedures**

**ITEMS FOR DISCUSSION AND ACTION**

- IV. Consideration and Approval of a Bank Depository Agreement with BBVA Compass Bank**
- V. Consideration and Authorization to request bids for Bank Depository Services**
- VI. Consideration and Approval of Work Authorization No. 33 for the West Rail Relocation Project Construction Inspection Services**
- VII. Consideration and Approval of Work Authorization No. 40 for the West Rail Relocation RFI's, Shop Drawings Review and As Builts**
- VIII. Discussion regarding security issues during Cameron County Regional Mobility Authority Board Meetings**
- IX. Executive Session**
  - A. Consultation with, and advice from Legal Counsel concerning negotiations and related contract issues regarding the Cameron County Regional Mobility Authority's Comprehensive Development Agreement, Pursuant to V.T.C.A. Government Code, Section 551.071 (2)**
- X. Action Relative to Executive Session**
  - A. Possible Action**
- XI. Adjournment**

Signed this 21st day of January 2011

  
David E. Alex  
Chairman

**NOTE: Director Parker arrived at 12:10 P.M.**

## **PUBLIC COMMENTS**

### **I. PUBLIC COMMENTS**

Mr. Ron Lozano talked about the Cameron County Regional Mobility Authority's transparency and double taxation.

## **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 14, 2010 Special Meeting**

Director Alvarez made a motion to approve the Minutes for January 14, 2010 Special Meeting as presented. The motion was seconded by Director Garza and carried unanimously.

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### **III. Consideration and Approval of the Cameron County Regional Mobility Authority Financial Procedures**

Director Alvarez made a motion to approve the Cameron County Regional Mobility Authority Financial Procedures as presented. The motion was seconded by Director Garza and carried unanimously.

**The Financial Procedures are as follows:**

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## **ACTION ITEMS**

### **IV. Consideration and Approval of a Bank Depository Agreement with BBVA Compass Bank**

Mr. Pete Sepulveda, Jr., RMA Coordinator advised the Board that BBVA would honor the same rates the County has but up until April 28, 2011. Mr. Sepulveda recommended approval of the Agreement through April 28, 2011.

Director Alvarez made a motion to approve a Bank Depository Agreement with BBVA Compass Bank as presented. The motion was seconded by Director Scaief and carried unanimously.

**The Agreement is as follows:**

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### **V. Consideration and Authorization to request bids for Bank Depository Services**

Mr. Pete Sepulveda, Jr., RMA Coordinator advised the Board that between now and April 28, 2011, we need to advertise for bids for Bank Depository Services.

Director Alvarez made a motion to approve and authorize the request for bids for Bank Depository Services as presented. The motion was seconded by Director Scaief and carried unanimously.

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### **VI. Consideration and Approval of Work Authorization No. 33 for the West Rail Relocation Project Construction Inspection Services**

Mr. Pete Sepulveda, Jr., RMA Coordinator advised the Board that this Work Authorization was for Construction Management Services for the West Rail Relocation Project. Mr. Sepulveda told the Board that the Texas Department of Transportation had reviewed and approved the Work Authorization and that funding will be 80% federal funds and 20% local match.

Director Parker made a motion to approve Work Authorization No. 33 for the West Rail Relocation Project Construction Inspection Services. The motion was seconded by Director Scaief and carried unanimously.

**The Work Authorization is as follows:**

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### **VII. Consideration and Approval of Work Authorization No. 40 for the West Rail Relocation RFI's, Shop Drawings Review and As Built**

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

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### **VIII. Discussion regarding security issues during Cameron County Regional Mobility Authority Board Meetings**

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

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## EXECUTIVE SESSION

Director Garza moved to go into Executive Session, the motion was seconded by Director Alvarez and carried unanimously, the Board met in Executive Session at 12:20 P.M. to discuss the following matters:

### IX. Executive Session:

- A. Consultation with, and advice from Legal Counsel concerning negotiations and related contract issued regarding the Cameron County Regional Mobility Authority's Comprehensive Development Agreement, Pursuant to V.T.C.A. Government Code, Section 551.071 (2)

Upon motion by Director Garza seconded by Director Parker and carried unanimously, the Board reconvened into Regular Session at 1:06 P.M. to discuss the following matters:

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### X. ACTION RELATIVE TO EXECUTIVE SESSION:

- A. Consultation with, and advice from Legal Counsel concerning negotiations and related contract issued regarding the Cameron County Regional Mobility Authority's Comprehensive Development Agreement, Pursuant to V.T.C.A. Government Code, Section 551.071 (2)

Director Garza made a motion to acknowledge the report as presented by Legal in Executive Session. The motion was seconded by Director Scaief and carried unanimously.

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### XI. ADJOURNMENT

There being no further business to come before the Board and upon motion by Director Scaief seconded by Director Alvarez and carried unanimously the meeting was **ADJOURNED** at 1:09 P.M.

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APPROVED this 17<sup>th</sup> day of February 2011.

ATTESTED:

  
\_\_\_\_\_  
SECRETARY RUBEN GALLEGOS, JR.

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

**III. CONSIDERATION AND APPROVAL OF THE CAMERON  
COUNTY REGIONAL MOBILITY AUTHORITY  
FINANCIAL PROCEDURES**

## **CAMERON COUNTY REGIONAL MOBILITY AUTHORITY FINANCIAL PROCEDURES**

1. All Contracts to be presented to the Cameron County Regional Mobility Authority Board for approval.
2. Upon the Cameron County Regional Mobility Authority Board approval of contract, budget funding will be set up if not already in place.
3. Encumbrance request will be processed by the Office of the Cameron County Regional Mobility Authority Coordinator.
4. Encumbrance request will be approved by the Cameron County Regional Mobility Authority Director of Finance/Auditor.
5. Invoices for payment will be approved by the Cameron County Regional Mobility Authority Office of the Coordinator.
6. Approved invoices will be received by the Cameron County Regional Mobility Authority Director of Finance/Auditor for final approval.
7. Upon final approval, invoices will be processed for payment by the Cameron County Regional Mobility Authority Director of Finance/Auditor.
8. Checks will require dual signature per depository contract guidelines.
9. Check Register will be presented to the Cameron County Regional Mobility Authority Board as adopted by Board.
10. Payments will be processed weekly by the Cameron County Regional Mobility Authority Director of Finance/Auditor.

All Financial Transactions will be maintained by the Cameron County Regional Mobility Authority Director of Finance/Auditor.

Approved on January 24, 2011 by the Cameron County Regional Mobility Authority Board of Directors.

**IV. CONSIDERATION AND APPROVAL OF BANK  
DEPOSITORY AGREEMENT WITH BBVA COMPASS  
BANK**



THE STATE OF TEXAS     §  
                                      §  
COUNTY OF CAMERON   §

DEPOSITORY CONTRACT

WHEREAS, BBVA Compass has been duly and properly designated by the Board of Directors of the Cameron County Regional Mobility Authority (hereinafter CCRMA) as a depository of the CCRMA'S funds, based upon BBVA Compass (hereinafter referred to as "DEPOSITORY BANK") bidding and agreeing to pay the CCRMA interest on "time deposits" on a daily balance kept in BBVA Compass by the CCRMA at the rate specified in Exhibit "A", said interest to be paid monthly.

WHEREAS, CCRMA has agreed to place for safekeeping securities with the FEDERAL RESERVE BANK of DALLAS, TEXAS, for the purpose of securing and guaranteeing the faithful performance of all duties and obligations of CCRMA pursuant to applicable law and the terms of this agreement.

NOW, THEREFORE, BBVA Compass, agrees to faithfully do and perform all the duties and obligations required upon it by law as such DEPOSITORY BANK and shall, upon presentation, pay all properly payable checks drawn upon it by the CCRMA to the extent that funds are on deposit to cover same and shall faithfully keep and account for, according to law, all funds belonging to the CCRMA which are deposited with it pursuant to the requirements of Section 116.051 of the Local Government Code (said funds to include State funds collected by the tax collector), and the DEPOSITORY BANK shall pay interest at the time and at the rate specified in Exhibit "A" on "time deposits."

### TERM

For the purposes of this agreement the term thereof shall commence January 24, 2011 and shall expire on April 28, 2011. However, the DEPOSITORY BANK shall remain the CCRMA'S depository for sixty (60) days after the expiration date or until the CCRMA has executed a depository agreement with another institution, whichever occurs first. The DEPOSITORY BANK further agrees that, at the expiration of the term for which it has been chosen as the CCRMA'S depository, it will turn over to its successor all funds, property, and other things of value, coming into its hands of DEPOSITORY BANK upon receipt of written instructions from the CCRMA, provided however that CCRMA agrees that DEPOSITORY BANK shall have the right to retain deposits in an amount sufficient to pay all outstanding checks. At such time, this agreement is to become null and void, and the securities set forth on Exhibit "B" shall be returned to the DEPOSITORY BANK.

### OBLIGATIONS OF DEPOSITORY BANK

The DEPOSITORY BANK, in consideration of having been selected as depository of the CCRMA, and for the purpose of qualifying as such depository, hereby pledges with the CCRMA an amount of United States Government Treasury Securities or investments at market value allowed under V.T.C.A., Government Code §2256.001 et seq. and amendments thereto in an amount equal to 120% of the CCRMA deposits in order to adequately collateralize the funds of the CCRMA according to the laws of the State of Texas and shall continuously remain as such. Such securities are set out on Exhibit "B". Such securities are to be held in safekeeping with the FEDERAL RESERVE BANK OF DALLAS, TEXAS, as TRUSTEE for the benefit of the CCRMA, and in conformity with V.T.C.A. Local Government Code Section 116.001 et seq.

If DEPOSITORY BANK shall desire to sell or otherwise dispose of any one or more of said securities so kept in safekeeping with TRUSTEE, it may substitute for any one or more of such securities other securities of the same market value and of the character authorized herein and by the Public Funds Collateral Act. Such right of substitution shall remain in full force and may be exercised by DEPOSITORY BANK as often as it may desire; provided, however, that the aggregate market value of all collateral pledged hereunder, shall be at least equal to the amount of collateral required hereunder and by the Public Funds Collateral Act and other applicable law. If at any time the aggregate market value of such collateral so deposited with TRUSTEE be less than the total sum of CCRMA'S fund on deposit with said DEPOSITORY BANK, DEPOSITORY BANK shall immediately transfer for safekeeping with the TRUSTEE such additional collateral as may be necessary to cause the market value of such collateral to equal the total amount of collateral. DEPOSITORY BANK shall be entitled to income on securities held by TRUSTEE, unless there is insufficient collateral on deposit with the TRUSTEE to cover the public funds as required by law at the time the request is made. Approval of the CCRMA will be required in the event there is a collateral deficiency that is not seasonably cured and if the CCRMA'S consent is not given, the income becomes collateral for public funds to the extent of the collateral deficiency, and the CCRMA is authorized to instruct TRUSTEE in writing not to deliver or credit said income to DEPOSITORY BANK.

It is the intention and desire of the parties to this agreement that the TRUSTEE will promptly forward to DEPOSITORY BANK copies of safekeeping or trust receipts covering all such collateral held as collateral for the CCRMA'S funds and/or public funds including substitute collateral as provided for herein. DEPOSITORY BANK will forward a monthly report

to the CCRMA showing all of the securities held in safekeeping.

If at any time the collateral in the hands of the TRUSTEE shall have a market value in excess of the sum of balances due the CCRMA by DEPOSITORY BANK, the CCRMA shall authorize the withdrawal of a specified amount of collateral in writing to the TRUSTEE upon written request by DEPOSITORY BANK.

Said securities herein pledged shall be held by said TRUSTEE until the expiration of the term for which BBVA Compass has been appointed as DEPOSITORY BANK, and until its successor has been duly and legally appointed and qualified, or until this agreement has been renewed and extended by mutual consent between the DEPOSITORY BANK and the CCRMA but in no event later than fifteen (15) days after the deposits have been removed, whereupon, if the DEPOSITORY BANK has complied in full with the above conditions, and is in no way in default, said TRUSTEE shall turn over to the DEPOSITORY BANK the above described securities.

DEPOSITORY BANK agrees to send a monthly account analysis and DEPOSITORY BANK'S quarterly call reports to the County Auditor's Office. DEPOSITORY BANK further agrees to enter into an agreement whereby DEPOSITORY BANK agrees to provide the service of paying only CCRMA'S issued checks as described on information provided by the CCRMA. See Authorized Check Payment Agreement attached hereto as Exhibit "C" and incorporated by reference as if fully set forth herein.

#### TERMINATION

In the event the DEPOSITORY BANK defaults in its performance in any of the above provisions, and fails to cure such default within two (2) working days after receiving written

notice of default from the CCRMA, the TRUSTEE shall deliver to the CCRMA, upon the request of the CCRMA, all of said securities, or such portion thereof as shall be required by the CCRMA to make good the full and complete performance of the above conditions or, at the option of said CCRMA, shall sell all or such portion of said securities as may be necessary to make good any deficiency in the performance of the above conditions by the DEPOSITORY BANK, and turn over the proceeds of said sale to the CCRMA. CCRMA agrees to refund the DEPOSITORY BANK the amount of said securities that were not used to make good the deficiency.

The above provisions are given in addition to any remedy that the CCRMA may have in any suit brought on this contract in any court of this State. Any suit arising out of or in any way connected with this contract shall be tried in the County of Cameron and State of Texas in any court, therein having jurisdiction of the subject matter of said suit.

#### COLLATERAL

DEPOSITORY BANK represents that the collateral pledged to the CCRMA is not otherwise assigned, pledged or encumbered and that no lien, or security interests exist other than the security interest held by the CCRMA pursuant to this agreement. Possession of the collateral by the TRUSTEE is intended as perfection of CCRMA'S security interest herein. DEPOSITORY BANK agrees that the collateral (in the form and amount required by law) is held by TRUSTEE for the benefit of the CCRMA and as security of the CCRMA'S funds.

#### DEPOSITORY BANK'S PROCESSING WARRANTY

DEPOSITORY BANK warrants that all of its hardware, software, and firmware shall be able to accurately process date data. DEPOSITORY BANK further agrees to indemnify and hold

the CCRMA, its officials, officers, agents and employees, harmless for any and all losses, claims, lawsuits, legal expenses and other costs related to DEPOSITORY BANK'S hardware, software, and firmware.

NO ORAL AGREEMENTS

THIS WRITTEN DEPOSITORY CONTRACT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

SUBSEQUENT AGREEMENTS

Any subsequent agreements between the CCRMA and DEPOSITORY BANK shall be subject to this Depository Agreement. If any terms/clauses of other agreements conflict with terms/clauses of this Depository Agreement, then this Depository Agreement shall take precedence over the other agreement. Any additional term(s) or issue(s) in subsequent agreements shall be incorporated into this Depository Agreement by addendum approved by the CCRMA.

EXECUTED this \_\_ day of January, 2011, by the undersigned duly authorized officers of the parties hereto.

FOR DEPOSITORY BANK:

\_\_\_\_\_  
(Signature)

Title

FOR CCRMA:

\_\_\_\_\_  
(Signature)

David E. Alex  
CCRMA, Chairman

**VI. CONSIDERATION AND APPROVAL OF WORK  
AUTHORIZATION NO. 33 FOR THE WEST RAIL  
RELOCATION PROJECT CONSTRUCTION INSPECTION  
SERVICES**

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY  
General Engineering Consultant Services

WORK AUTHORIZATION NO. 33  
West Rail Bypass Construction and Inspection Services

This Work Authorization No. 33 is made pursuant to the terms and conditions of the Base Contract, effective February 16, 2006, hereinafter identified as the "Agreement", entered into by and between Cameron County Regional Mobility Authority (the "AUTHORITY"), and HNTB Corporation (the "CONSULTANT").

**Part 1.** The CONSULTANT will provide the following engineering services:

The responsibilities of the AUTHORITY, the CONSULTANT and the schedule are further detailed in Exhibits A, B, C and D.

**Part 2.** Without modification, the amount payable for services performed under this Lump Sum Work Authorization No. 33 is **\$1,255,920.00**. A fee schedule used to establish the amount payable is attached hereto as Exhibit D. The CONSULTANT may alter the compensation distribution between individual phases, tasks or work assignments to be consistent with the services actually rendered, within the total lump sum amount.

The lump sum includes compensation for the services, subconsultant costs, if any, and appropriate factors for labor, overhead, profit and reimbursable expenses.

Although the CONSULTANT recognizes and accepts the ordinary risks and/or benefits of a lump sum fee structure, the parties agree to negotiate adjustment of the lump sum amount if there has been, or is to be, a material change in the: (a) scope, complexity or character of the services or the project; (b) conditions under which the services are required to be performed; or (c) duration of the services, if a change in the schedule warrants such adjustment in accordance with the terms of this Agreement.

**Part 3.** Payment to the CONSULTANT for the services established under this Work Authorization No. 33 shall be made in accordance with the Agreement.

**Part 4.** This Work Authorization No. 33 is effective as of November 1, 2010 and shall terminate February 26, 2017, unless extended by a Supplemental Work Authorization.




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

**Part 6.** This Work Authorization No. 33 is hereby accepted and acknowledged below.

CONSULTANT:  
HNTB Corporation

AUTHORITY:  
Cameron County Regional Mobility Authority

By:   
Signature

By:   
Signature

Richard L. Ridings, P.E.  
Printed Name

David E. Alex  
Printed Name

Vice President  
Title

Chairman  
Title

1/24/11  
Date

1-24-11  
Date

**LIST OF EXHIBITS**

- Exhibit A - Services to be Provided by the Authority
- Exhibit B - Services to be Provided by the Consultant
- Exhibit C - Work Schedule
- Exhibit D - Fee Schedule