

THE STATE OF TEXAS §

COUNTY OF CAMERON §

BE IT REMEMBERED on the 9th day of August 2019, there was conducted a Regular Meeting of the Cameron County Regional Mobility Authority, at the CCRMA Administrative Office, 3470 Carmen Avenue, Suite 5 thereof, in Rancho Viejo, Texas, for the purpose of transacting any and all business that may lawfully be brought before the same.

THE BOARD MET AT:

12:00 Noon

PRESENT:

FRANK PARKER, JR.

CHAIRPERSON

MICHAEL F. SCAIEF

DIRECTOR

ARTURO A. NELSON

DIRECTOR

AL VILLARREAL

DIRECTOR (joined via phone at 12:10 P.M.)

MARK ESPARZA

DIRECTOR

DR. MARIA VILLEGAS, M.D.

DIRECTOR

DIRECTOR

ABSENT

ABSENT

ABSENT

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The Meeting was called to order by Chairman Parker, at 12:02 P.M. At this time, the Board considered the following matters as per CCRMA Agenda posted and filed for Record in the Office of the County Clerk on this 5th day of August 2019 at 12:33 P.M.

AUG 05 2019

SYLVIA GARZA
CAMERON COUNTY
By: [Signature]



IMPROVING MORE THAN JUST ROADS

AGENDA

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

3470 Carmen Avenue, Suite 5

Rancho Viejo, Texas 78575

August 09, 2019

12:00 Noon

PUBLIC COMMENTS:

1. Public Comments.

PRESENTATIONS:

2. Presentations.
 - A. Presentation on the Status of Cameron County Regional Mobility Authority Projects.
 - B. Presentation of the Status of On-Going Cameron County International Bridge Maintenance Construction Projects.

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:
June 28, 2019 – Special Meeting.

ITEMS FOR DISCUSSION AND ACTION:

4. Action Items.
 - A. Acknowledgement of Claims.
 - B. Approval of Claims.
 - C. Consideration and Approval of the Financial Statements and Budget Amendments for the month of May and June 2019.
 - D. Consideration and Approval to Close Out the Veterans Bridge FAST Lane Project.
 - E. Consideration and Approval of Estimated Cameron County Bridge Maintenance Projects Contractor Pay Request for the Month of July 2019 and Authority to Release Payment.

- F. Consideration and Approval of Supplemental Work Authorization No. 2 to Work Authorization No. 9 with S&B Infrastructure, Ltd., for GEC Professional Services for the Mexican Agencies Coordination.
- G. Consideration and Ratification of Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority to provide governmental functions and services for the County Administrator position.
- H. Consideration and Approval of Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority for the Preparation of a Master Plan for the Cameron County International Bridge System.
- I. Consideration and Approval of Work Authorization No. 1 with A-to-Be USA, LLC for the System Integration, Implementation and Maintenance of the Cameron County International Bridge System Project.
- J. Consideration and Approval of Work Authorization No. 2 with A-to-Be USA, LLC for the System Integration, Implementation and Maintenance of the Cameron County Parks System Project.
- K. Consideration and Approval of a Resolution and an Advance Funding Agreement between the Cameron County Regional Mobility Authority and The Texas Department of Transportation for the Veterans Bridge CBP Primary Lane Expansion Project.
- L. Consideration and Approval of a Resolution and an Advance Funding Agreement between the Cameron County Regional Mobility Authority and The Texas Department of Transportation for the Indiana Avenue Project.
- M. Discussion and Possible Action Regarding the FY 2020 Cameron County Regional Mobility Authority Annual Budget.

EXECUTIVE SESSION:

5. Executive Session.

- A. Deliberation Regarding Acquisition of Real Property legally described as Units 3 through 8 of the Rancho Viejo Plaza Condominiums, in Rancho Viejo, Cameron County, Texas, Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072.
- B. Deliberation Regarding Acquisition of Real Property legally described as JY Trevino Abstract 6, 130 Acres out of 383.01 Acres, Tract C, San Martin Grant, Share 7, Cameron County, Texas, Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072.
- C. Deliberation Regarding Acquisition of Real Property legally described as JY Trevino Abstract 6, 90 Acres out of 383.01 Acres, Tract C, San Martin Grant, Share 7, Cameron County, Texas, Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072.
- D. Confer with Legal Counsel regarding the Employment Contract with the Cameron County Regional Mobility Authority Executive Director, Pedro Sepulveda, Jr., Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.071 (2).
- E. Confer with Legal Counsel regarding potential collaborative relationship with the City of Mission, Texas, Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.071(2).
- F. Confer with Legal Counsel regarding potential collaborative relationship with the Northeast Texas Regional Mobility Authority, Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.071(2).

G. Confer with Legal Counsel regarding Contract with Foremost Paving, Inc. for the SH 550 Gap 1 Project, pursuant to V.T.C.A. Government Code, Section 551.071(2).

6. Action Relative to Executive Session.

A. Possible Action.

B. Possible Action.

C. Possible Action.

D. Possible Action.

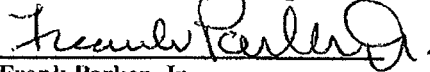
E. Possible Action.

F. Possible Action.

G. Possible Action

ADJOURNMENT:

Signed this 5th day of August 2019.



Frank Parker, Jr.
Chairman

NOTE:

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

PUBLIC COMMENTS

1 PUBLIC COMMENTS

None were presented.

PRESENTATIONS, RESOLUTIONS AND/OR PROCLAMATION ITEMS

2-A Presentation on the Status of Cameron County Regional Mobility Projects.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over a Power Point Presentation on the Status of Cameron County Regional Mobility Projects.

Director Esparza moved to acknowledge the Presentation as presented. The motion was seconded by Director Villegas and carried unanimously.

The Presentation is as follows:

2-B Presentation of the Status of On-Going Cameron County International Bridge Maintenance Construction Projects.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the Status of On-Going Cameron County International Bridge Maintenance Construction Projects.

Director Villegas moved to acknowledge the Status of On-Going Cameron County International Bridge Maintenance Construction Projects. The motion was seconded by Secretary Nelson and carried unanimously.

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:

June 28, 2019 – Special Meeting.

Mr. Pete Sepulveda, Jr., RMA Executive Director introduced the item to the Board.

Director Esparza moved to approve the minutes for June 28, 2019 Special Meeting. The motion was seconded by Secretary Nelson and carried unanimously.

ACTION ITEMS

4-A Acknowledgement of Claims.

Mr. Victor Barron, RMA Controller went over the Claims for Acknowledgement and presented into the record.

Director Esparza moved to acknowledge the Claims as presented. The motion was seconded by Vice Chair Scaief and carried unanimously.

The Claims are as follows:

4-B Approval of Claims.

Mr. Victor Barron, RMA Controller went over the Claims and presented into the record.

Director Esparza moved to approve the Claims as presented. The motion was seconded by Director Villegas and carried unanimously.

The Claims are as follows:

4-C Consideration and Approval of the Financial Statements and Budget Amendments for the month of May and June 2019.

Mr. Adrian Rincones, RMA Chief Financial Officer went over the Financial Statements and presented them into the record.

Secretary Nelson moved to approve the Financial Statements for the month of May and June 2019. The motion was seconded by Director Esparza and carried unanimously.

The Financials are as follows:

4-D Consideration and Approval to Close Out the Veterans Bridge FAST Lane Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board and advised the Board that the Project was approved by CBP and GSA and was ready to close Project.

Director Esparza moved to approve to Close Out the Veterans Bridge FAST Lane Project. The motion was seconded by Director Villegas and carried unanimously.

The Letter from Consulting Firm is as follows:

4-E Consideration and Approval of Estimated Cameron County Bridge Maintenance Projects Contractor Pay request for the Month of July 2019 and Authority to Release Payment.

Secretary Nelson moved to **TABLE** the item. The motion was seconded by Director Esparza and carried unanimously.

4-F Consideration and Approval of Supplemental Work Authorization No. 2 to Work Authorization No. 9 with S&B Infrastructure, Ltd., for GEC Professional Services for the Mexican Agencies Coordination.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board and the need for the Supplemental Work Authorization.

Vice Chair Scaief moved to approve Supplemental Work Authorization No. 2 to Work Authorization No. 9 with S&B Infrastructure, Ltd., for GEC Professional Services for the Mexican Agencies Coordination. The motion was seconded by Director Esparza and carried unanimously.

The Supplemental Work Authorization is as follows:

4-G Consideration and Ratification of Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority to provide governmental functions and services for the County Administrator position.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board. Mr. Sepulveda informed the Board of the request of Cameron County.

Director Esparza moved to approve Ratification of Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority to provide governmental functions and services for the County Administrator position. The motion was seconded by Vice Chair Scaief and carried unanimously.

The Agreement is as follows:

4-H Consideration and Approval of Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority for the Preparation of a Master Plan for the Cameron County International Bridge System.

Director Esparza moved to **TABLE** the item. The motion was seconded by Secretary Nelson and carried unanimously.

4-I Consideration and Approval of Work Authorization No. 1 with A-to-Be USA, LLC for the System Integration, Implementation and Maintenance of the Cameron County International Bridge System Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board and the need for the Work Authorization. This will allow the CCRMA to develop an electronic Toll Collection System for the County's International Bridge System.

Director Villarreal moved to approve Work Authorization No. 1 with A-to-Be USA, LLC for the System Integration, Implementation and Maintenance of the Cameron County International Bridge System Project subject to Legal review. The motion was seconded by Director Villegas and carried unanimously.

The Work Authorization is as follows:

4-J Consideration and Approval of Work Authorization No. 2 with A-to-Be USA, LLC for the System Integration, Implementation and Maintenance of the Cameron County Parks System Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board and the need for the Work Authorization. This will allow the CCRMA to develop an electronic Toll Collection System for the County's Parks System.

Director Villarreal moved to approve Work Authorization No. 2 with A-to-Be USA, LLC for the System Integration, Implementation and Maintenance of the Cameron County Parks System Project subject to Legal review. The motion was seconded by Director Villegas and carried unanimously.

The Work Authorization is as follows:

4-K Consideration and Approval of a Resolution and an Advance Funding Agreement between the Cameron County Regional Mobility Authority and The Texas Department of Transportation for the Veterans Bridge CBP Primary Lane Expansion Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board and explained that this was a Funding Agreement for funds received through the MPO.

Vice Chair Scaief moved to approve the Resolution and an Advance Funding Agreement between the Cameron County Regional Mobility Authority and The Texas Department of Transportation for the Veterans Bridge CBP Primary Lane Expansion Project. The motion was seconded by Secretary Nelson and carried unanimously.

The Resolution and Agreement are as follows:

4-L Consideration and Approval of a Resolution and an Advance Funding Agreement between the Cameron County Regional Mobility Authority and The Texas Department of Transportation for the Indiana Avenue Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board and explained that this was a Funding Agreement for funds received through the MPO.

Director Esparza moved to approve the Resolution and an Advance Funding Agreement between the Cameron County Regional Mobility Authority and The Texas Department of Transportation for the Indiana Avenue Project. The motion was seconded by Director Villegas and carried unanimously.

The Resolution and Agreement are as follows:

4-M Discussion and Possible Action Regarding the FY 2020 Cameron County Regional Mobility Authority Annual Budget.

Mr. Adrian Rincones, RMA Chief Financial Officer went over the item with the Board. A detailed discussion occurred between Staff and the Board. Staff will finalize the budget and present at next month's Board meeting.

Secretary Nelson moved to acknowledge the FY 2010 Cameron County Regional Mobility Authority Annual Budget as presented. The motion was seconded by Director Esparza and carried unanimously.

EXECUTIVE SESSION ITEMS

Director Esparza made a motion at 12:55 P.M. to go into Executive Session. The motion was seconded by Director Villegas and carried unanimously.

- 5-A Deliberation Regarding Acquisition of Real Property legally described as Units 3 through 8 of the Rancho Viejo Plaza Condominiums, in Rancho Viejo, Cameron County, Texas, Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072.**
- 5-B Deliberation Regarding Acquisition of Real Property legally described as JY Trevino Abstract 6, 130 Acres out of 383.01 Acres, Tract C, San Martin Grant, Share 7, Cameron County, Texas, Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072.**
- 5-C Deliberation Regarding Acquisition of Real Property legally described as JY Trevino Abstract 6, 90 Acres out of 383.01 Acres, Tract C, San Martin Grant, Share 7, Cameron County, Texas, Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072.**
- 5-D Confer with Legal Counsel regarding the Employment Contract with the Cameron County Regional Mobility Authority Executive Director, Pedro Sepulveda, Jr., Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.071 (2).**
- 5-E Confer with Legal Counsel regarding potential collaborative relationship with the City of Mission, Texas, Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.071(2).**
- 5-F Confer with Legal Counsel regarding potential collaborative relationship with the Northeast Texas Regional Mobility Authority, Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.071(2).**
- 5-G Confer with Legal Counsel regarding Contract with Foremost Paving, Inc. for the SH 550 Gap 1 Project, pursuant to V.T.C.A. Government Code, Section 551.071(2).**

Director Esparza moved to come back into open session at 1:45 P.M. The motion was seconded by Director Villegas and carried unanimously.

ACTION RELATIVE TO EXECUTIVE SESSION ITEMS

- 6-A Deliberation Regarding Acquisition of Real Property legally described as Units 3 through 8 of the Rancho Viejo Plaza Condominiums, in Rancho Viejo, Cameron County, Texas, Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072.**

Director Esparza moved to proceed as discussed in Executive Session. The motion was seconded by Director Villegas and carried unanimously.

- 6-B Deliberation Regarding Acquisition of Real Property legally described as JY Trevino Abstract 6, 130 Acres out of 383.01 Acres, Tract C, San Martin Grant, Share 7, Cameron County, Texas, Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072.**

Director Esparza moved to proceed as discussed in Executive Session. The motion was seconded by Director Villegas and carried unanimously.

- 6-C Deliberation Regarding Acquisition of Real Property legally described as JY Trevino Abstract 6, 90 Acres out of 383.01 Acres, Tract C, San Martin Grant, Share 7, Cameron County, Texas, Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072.**

Director Esparza moved to proceed as discussed in Executive Session. The motion was seconded by Director Villegas and carried unanimously.

- 6-D Confer with Legal Counsel regarding the Employment Contract with the Cameron County Regional Mobility Authority Executive Director, Pedro Sepulveda, Jr., Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.071 (2).**

Director Esparza moved to proceed as discussed in Executive Session. The motion was seconded by Director Villegas and carried unanimously.

- 6-E Confer with Legal Counsel regarding potential collaborative relationship with the City of Mission, Texas, Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.071(2).**

Vice Chair Scaief moved to acknowledge report as discussed in Executive Session. The motion was seconded by Director Esparza and carried unanimously.

- 6-F Confer with Legal Counsel regarding potential collaborative relationship with the Northeast Texas Regional Mobility Authority, Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.071(2).**

Vice Chair Scaief moved to acknowledge report as discussed in Executive Session. The motion was seconded by Director Esparza and carried unanimously.

- 6-G Confer with Legal Counsel regarding Contract with Foremost Paving, Inc. for the SH 550 Gap 1 Project, pursuant to V.T.C.A. Government Code, Section 551.071(2).**

Vice Chair Scaief moved to acknowledge report as discussed in Executive Session. The motion was seconded by Director Esparza and carried unanimously.

ADJOURNMENT

There being no further business to come before the Board and upon motion by Director Villegas and seconded by Secretary Nelson and carried unanimously the meeting was **ADJOURNED** at 1:46 P.M.

APPROVED this 13th day of Sept., 2019.


CHAIRMAN FRANK PARKER, JR.

ATTESTED:


ARTURO A. NELSON, SECRETARY

**2-A PRESENTATION ON THE STATUS OF CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY PROJECTS.**

CCRMA

Project Status Presentation

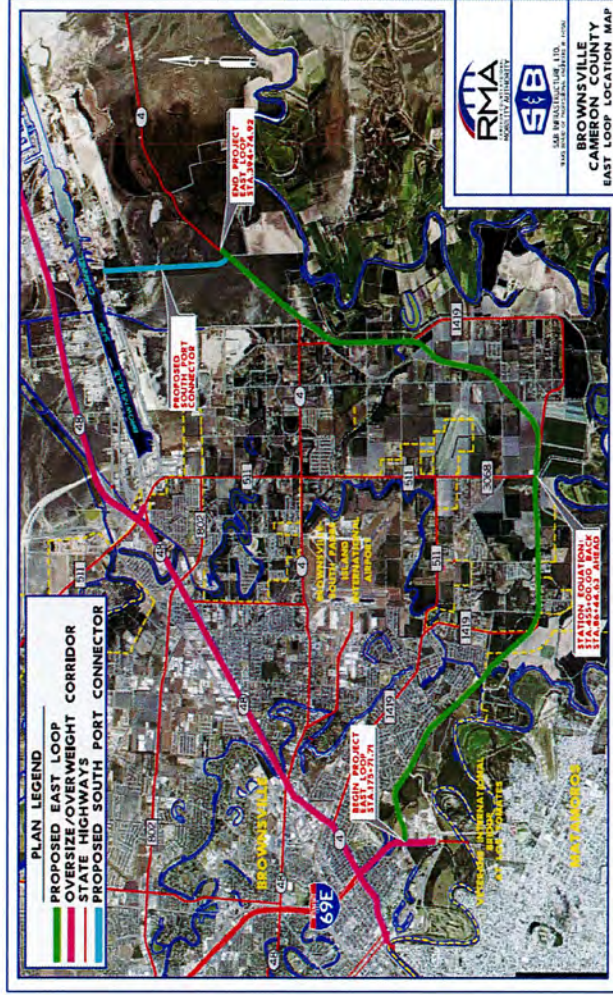
August 9, 2019



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East Loop CSJ: 0921-06-315

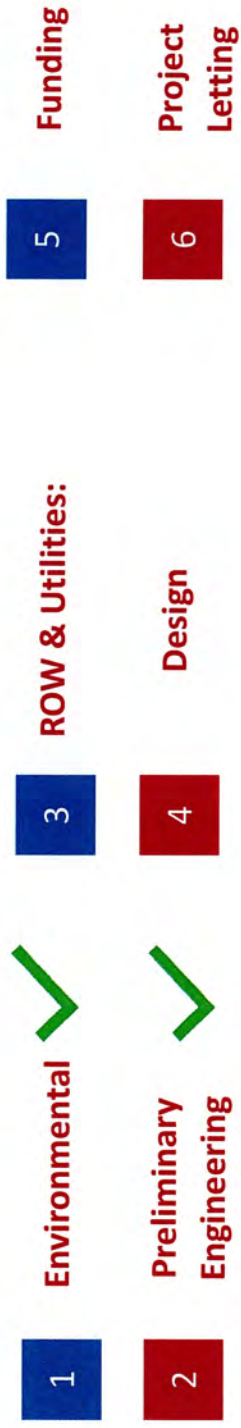


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East Loop CSJ: 0921-06-315

Project Limits: I-69E to SH 4



Project Needs:

- AFA
- Complete Schematics incorporate VE Results
- Coordinate with USFWS, IBWC, and USACE
- Secure Funding



South Padre Island 2nd Access CSJ: 0921-06-163



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South Padre Island 2nd Access

CSJ: 0921-06-163

Project Limits: from HWY 100 to Park Road 100

1	Environmental	3	ROW & Utilities:	5	Funding
2	Preliminary Engineering	4	Design	6	Project Letting

Project Needs:

- Project on hold due to proposed Toll Road
- Complete PE and Incorporate Value Engineering Recommendations in Schematics and Environmental Document
- Environmentally clear project

TxDOT Off System Roadway

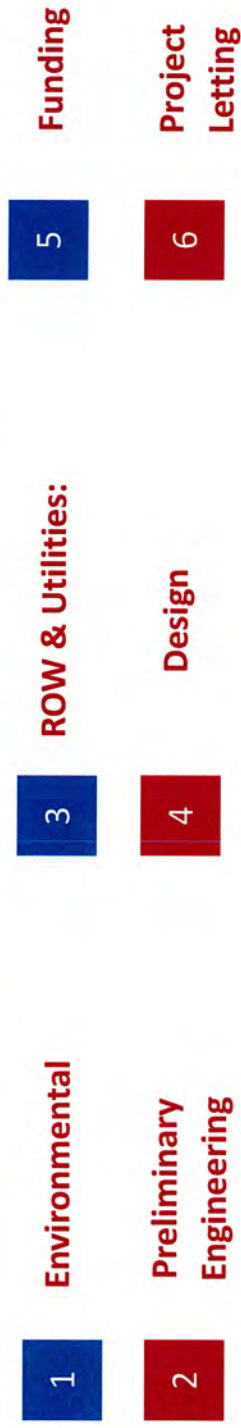
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FM 1925 Project CSJ:

Project Limits: from I-69C (281) to I-69E Cameron County

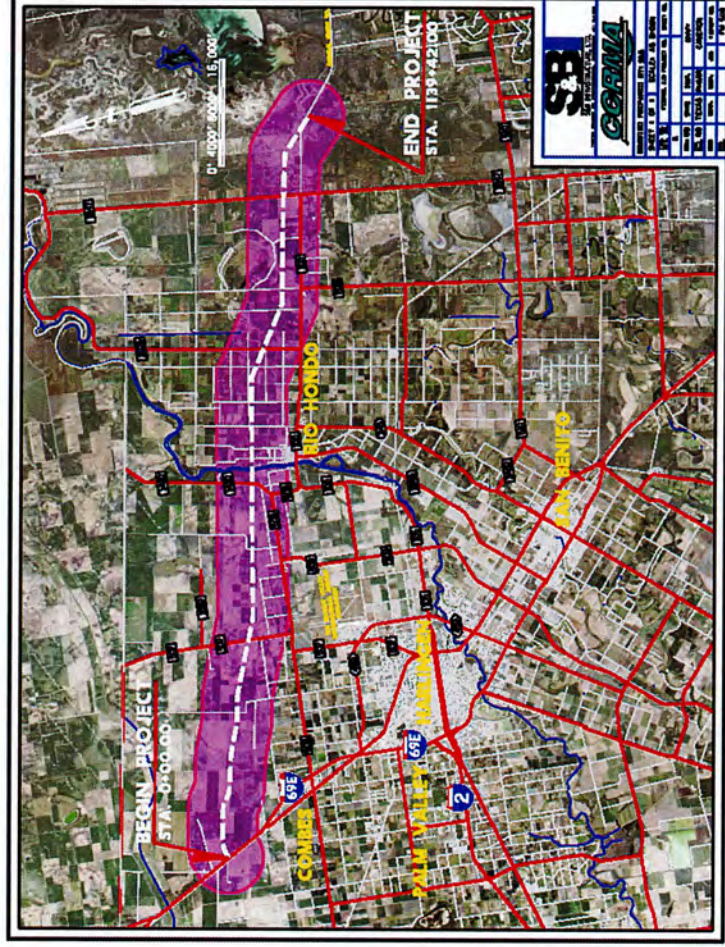


Project Needs:

- TxDOT Sponsored Project
- Complete Schematics and Environmental Document
- Environmentally clear project



Outer Parkway Project CSJ: 0921-06-283



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Outer Parkway Project

CSJ: 0921-06-283

Project Limits: from I-69E near North Cameron County Line to FM 1847

1	Environmental	3	ROW & Utilities:	5	Funding
2	Preliminary Engineering	4	Design	6	Project Letting

Project Needs:

- Project on hold due to proposed Toll Road
- Complete Schematics and Environmental Document
- Environmentally clear project

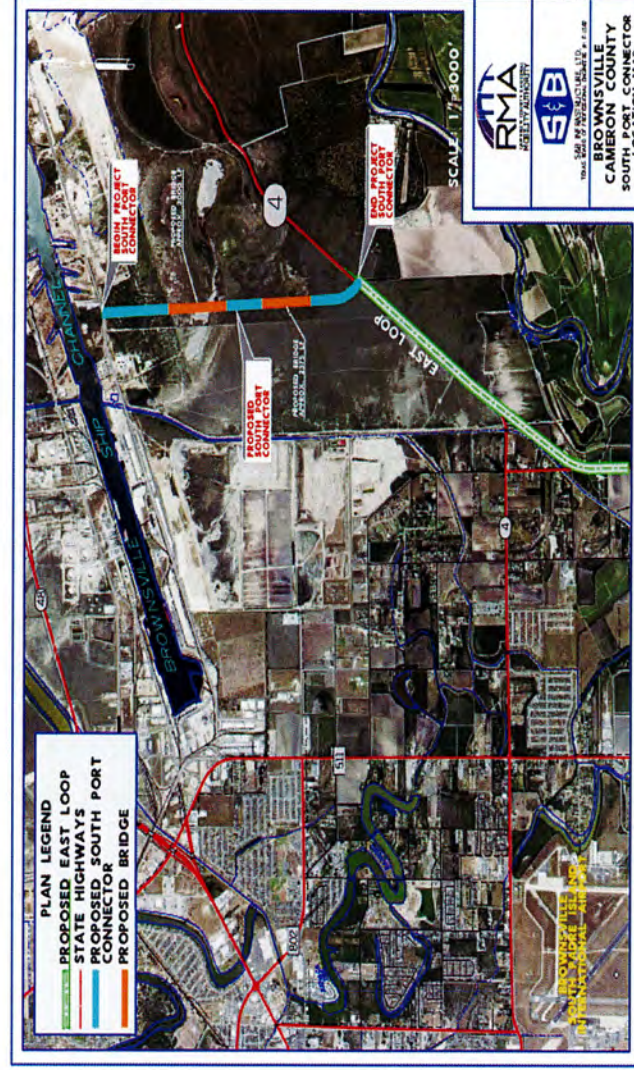
TxDOT Off System Roadway

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South Port Connector

CSJ: 0921-06-288



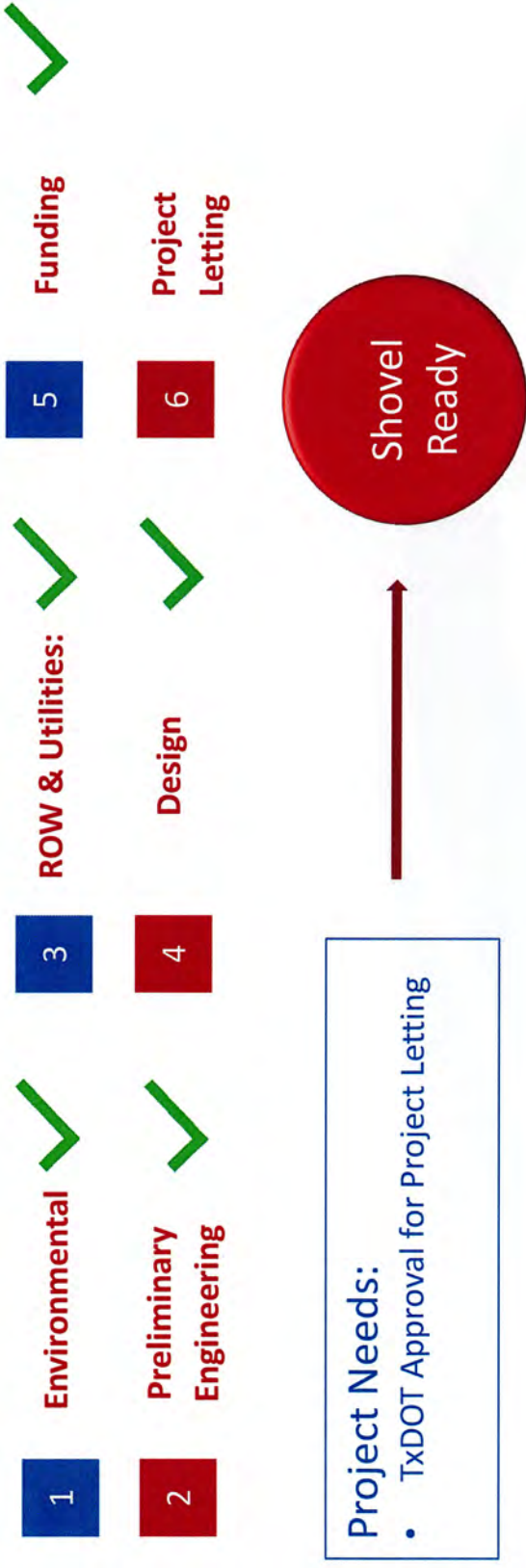
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South Port Connector

CSJ: 0921-06-288

Project Limits: from SH 4 to Ostos Road



Distance **2.0 Miles**

TxDOT Off System Roadway

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Veterans POV Expansion

CSJ: 0921-06-313

Project Limits: Veterans International Bridge Port of Entry



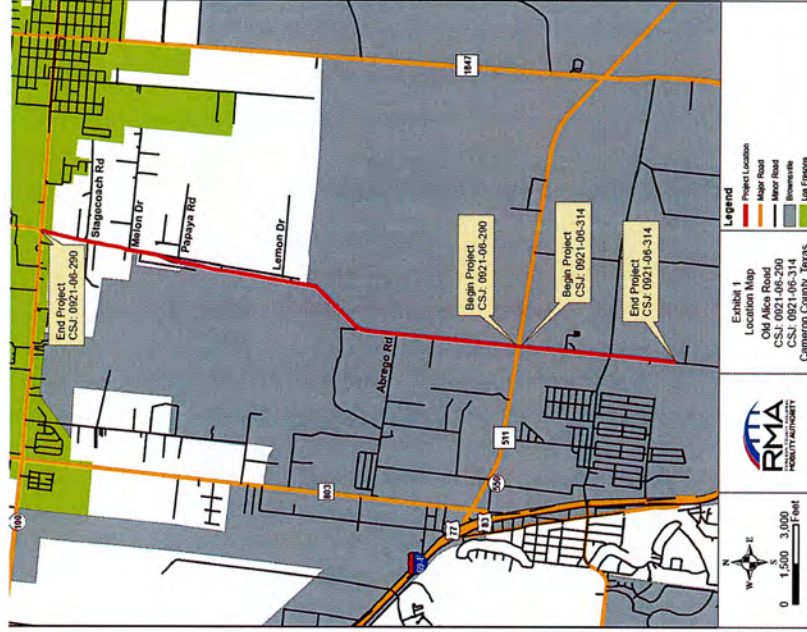
Project Needs:

- AFA Execution
- Environmental Document Clarification





OLD ALICE ROAD CSJ: 0921-06-290

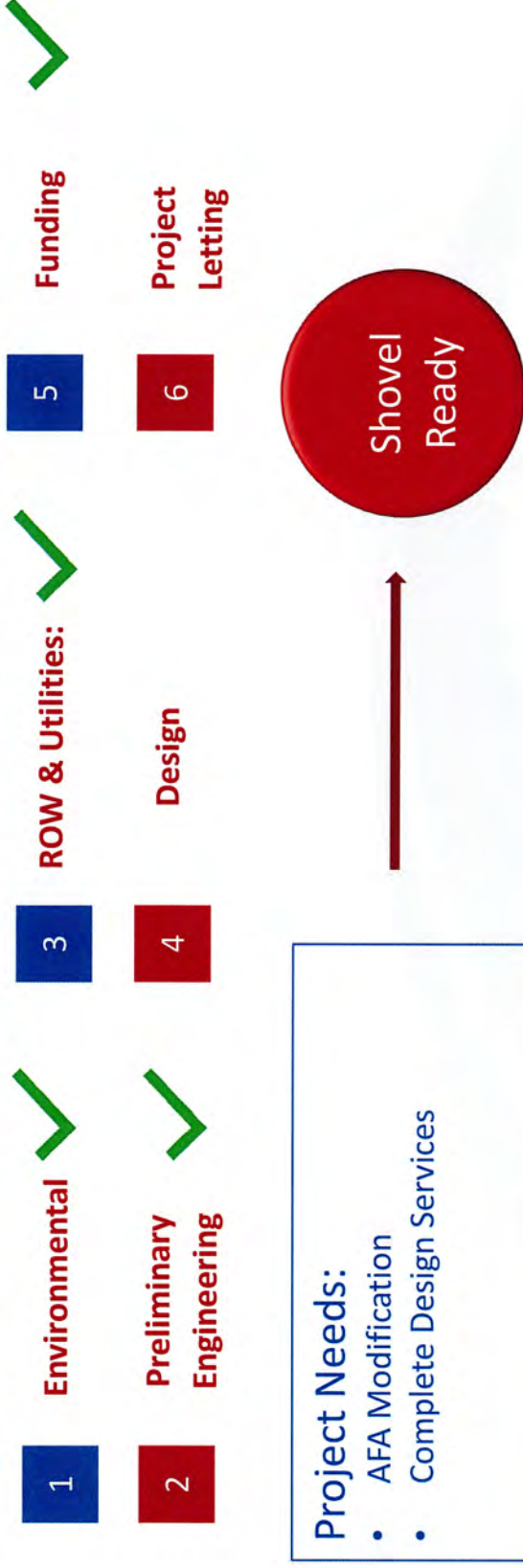


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OLD ALICE ROAD
CSJ: 0921-06-290

Project Limits: HWY 100 in Los Fresnos to Sports Park Blvd



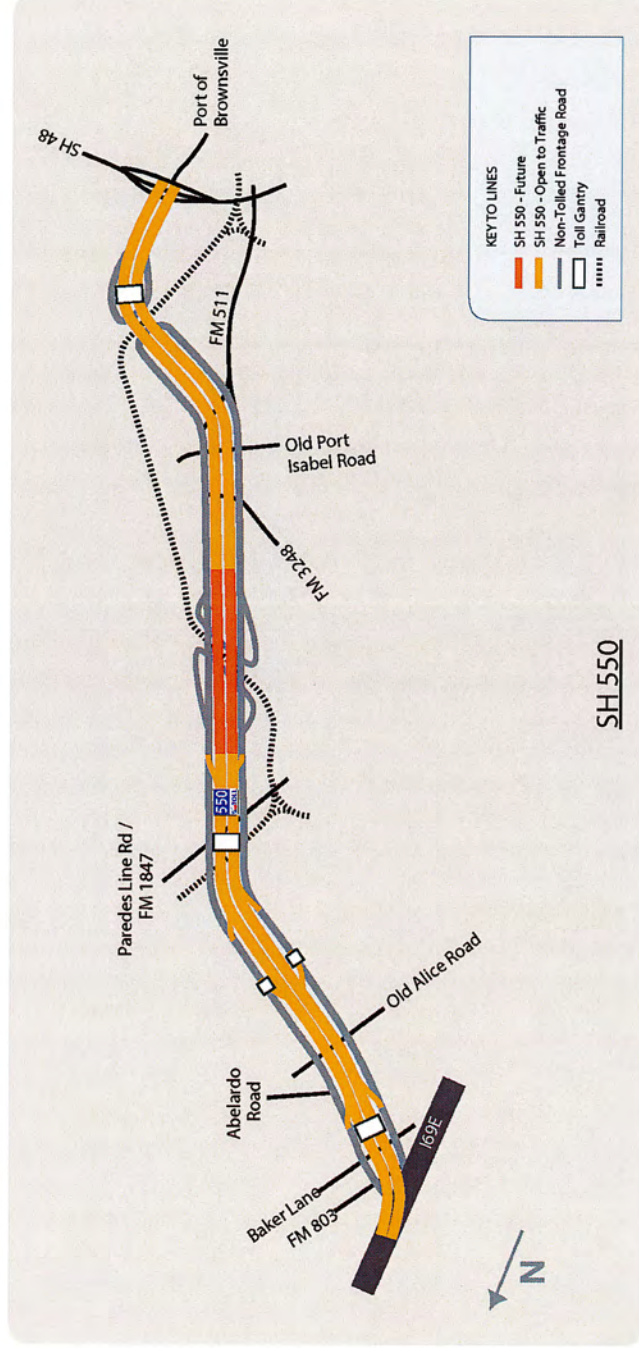
TxDOT Off System Roadway

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SH 550 GAP 2 PROJECT

CSJ: 0684-01-068



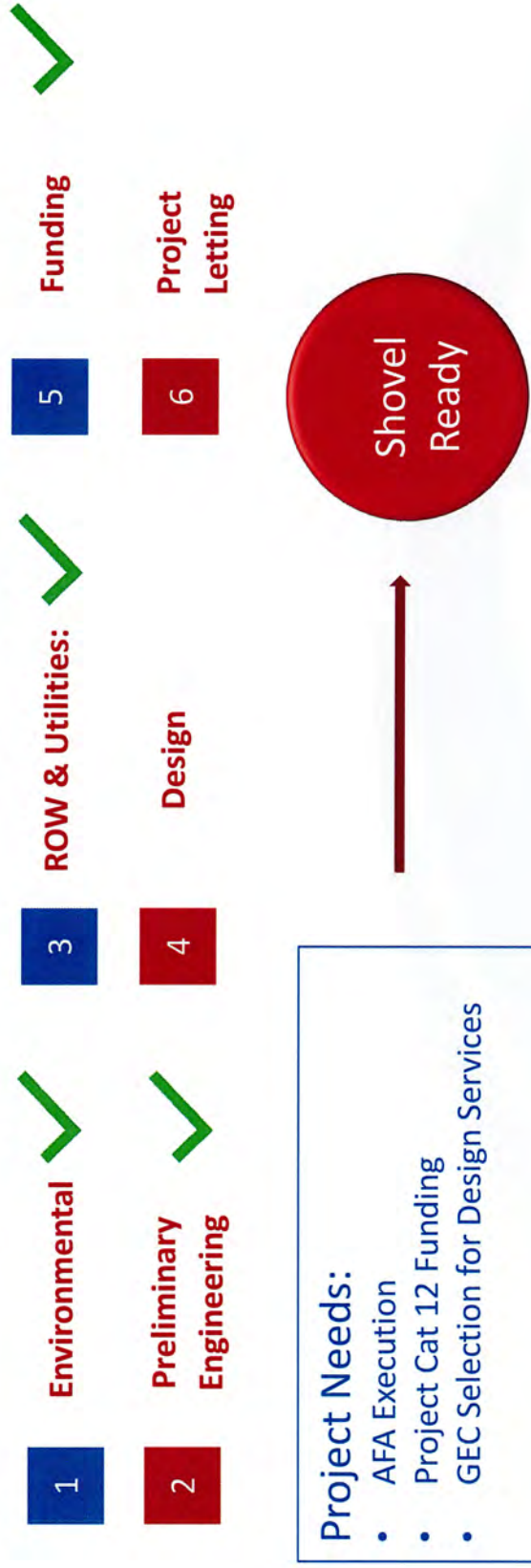
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SH 550 GAP 2 PROJECT

CSJ: 0684-01-068

Project Limits: 0.203 mi S of 1847 to 1.13 mi SE UPRR Overpass 3248



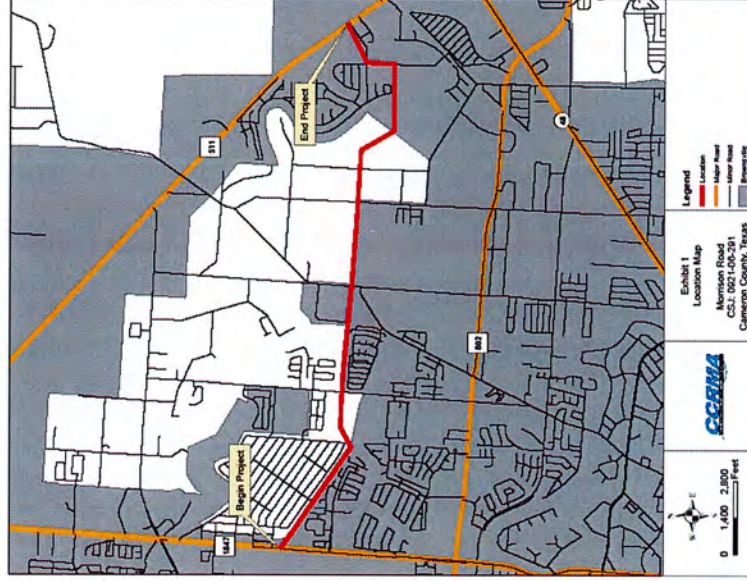
Project Needs:

- AFA Execution
- Project Cat 12 Funding
- GEC Selection for Design Services



MORRISON ROAD

CSJ: 0921-06-291



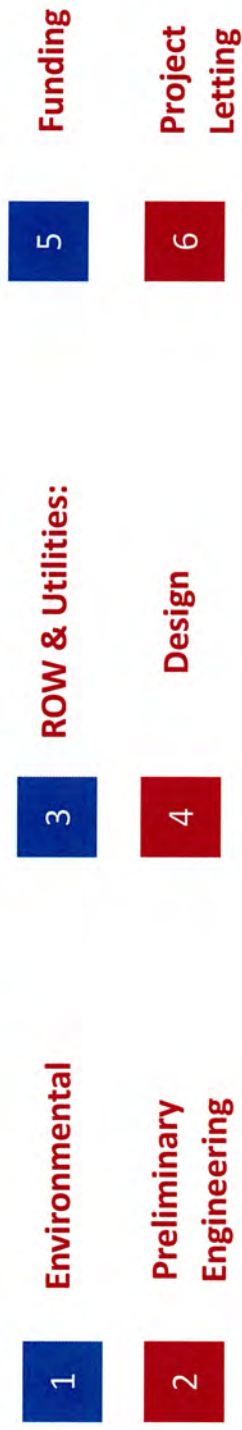
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MORRISON ROAD

CSJ: 0921-06-291

Project Limits: FM 1847 to FM 511



Project Needs:

- GEC Selection to begin Environmental and PE Services

TxDOT Off System Roadway

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Indiana Avenue

CSJ: 0921-06-305

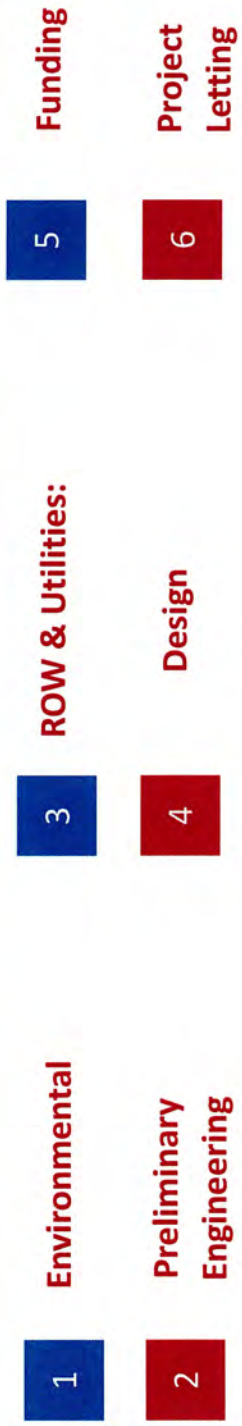


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Indiana Avenue
CSJ: 0921-06-305

Project Limits: 0.1 Mile North of California Road to 0.62 Mile North of F.M. 1419



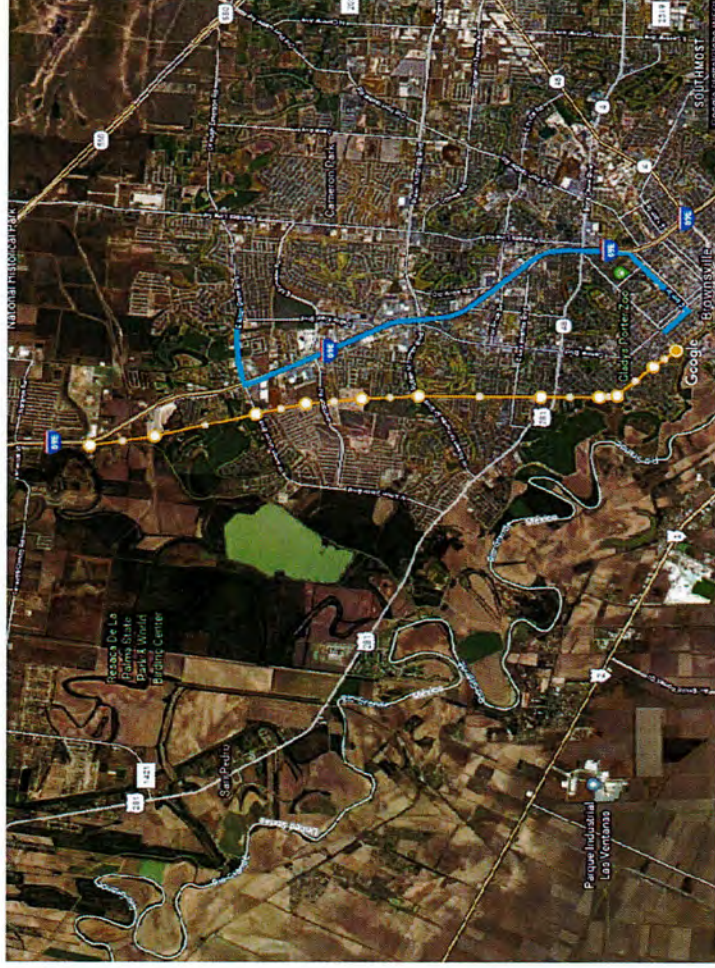
Project Needs:

- AFA
- Selection of GEC Consultant
- Complete Preliminary Engineering
- Secure funding for ROW & Utilities, Construction



West Boulevard CSJ: 0921-06-293

Exhibit A

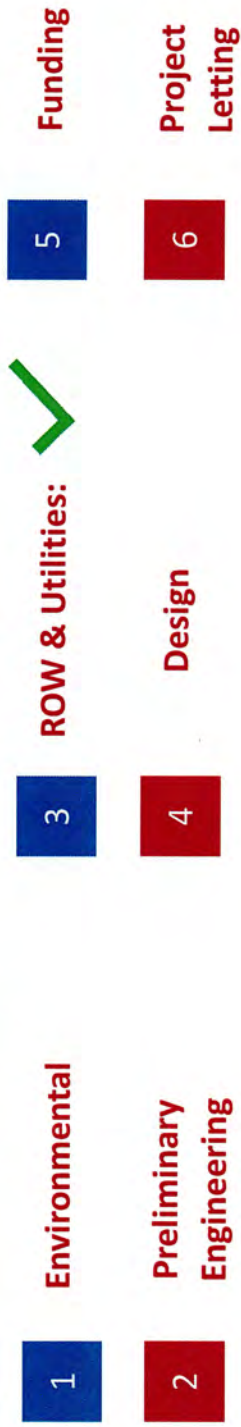


IMPROVING MORE THAN JUST ROADS



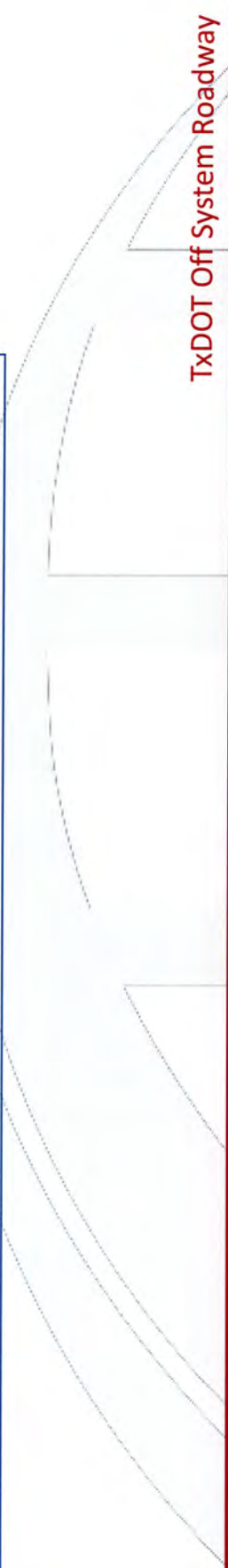
West Boulevard
CSJ: 0921-06-293

Project Limits: Palm Blvd to I-69E Frontage Road



Project Needs:

- AFA
- Selection of GEC Consultant



TxDOT Off System Roadway



WHIPPLE ROAD

CSJ: 0921-06-292

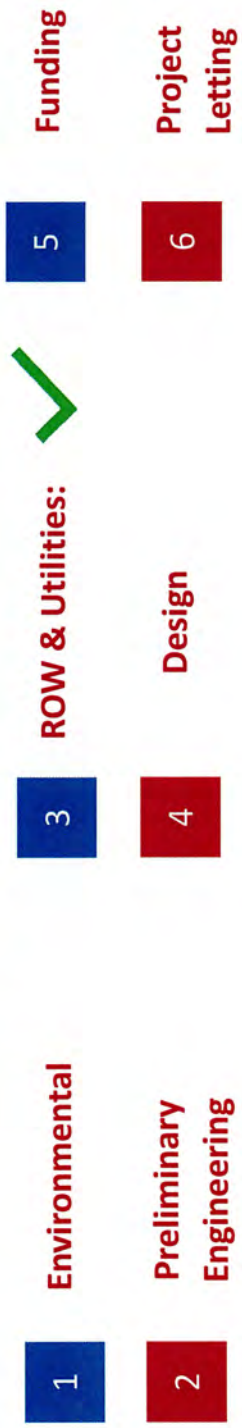


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WHIPPLE ROAD CSJ: 0921-06-292

Project Limits: FM 1575 to FM 1847



Project Needs:

- Selection of GEC Consultant
- Begin Preliminary Engineering





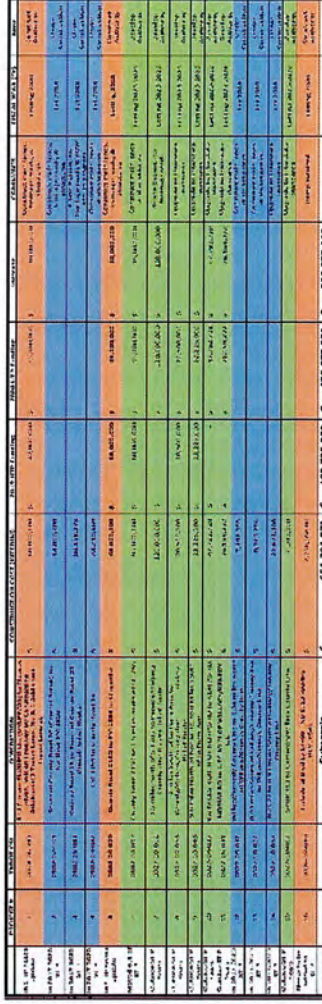
FM 509
CSJ: 0921-06-254

Project Limits: FM 508 to FM 1599



Project Needs:

- Selection of GEC Consultant
- Begin Preliminary Engineering
- Funding for Construction secured, pending funding for ROW & Utilities



US 77 PLAN

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CCRMA Transportation Technology Projects

CCRMA has developed technology to connect the current transportation systems, such as Toll Roads, Toll Bridges, and Parking Systems in order to create transportation efficiencies

- Goals to improve and increase trade efficiencies
- Use technology to connect systems and create a more seamless travel for Commercial and Passenger Traffic
- Develop useful data analytics for travelers of the Rio Grande Valley



CCRMA Transportation Technology Projects

Current Projects in Development/Planning Phase

Cameron County Bridges	Cameron County Parks	Port of Brownsville
<ul style="list-style-type: none">• 12 ETC Lanes• Integrate with CCRMA Tag• Create mobile payment applications	<ul style="list-style-type: none">• 10 ETC Lanes• Integrate with CCRMA Tag• Create mobile payment solutions	<ul style="list-style-type: none">• 6 ETC Lanes• Integrate annual and daily passes with CCRMA Tag• Enhance security features of Port Entry

**2-B PRESENTATION OF THE STATUS OF ON-GOING CAMERON COUNTY
INTERNATIONAL BRIDGE MAINTENANCE CONSTRUCTION PROJECTS.**



INFRASTRUCTURE



Bridge Maintenance and Rehabilitation Repairs Project

Status Update

August 9, 2019

Project Entails:

- ☐ **Various Maintenance and Repairs at Gateway, Los Indios, and Veterans Bridges**
- ☐ **Installation of Concrete Barriers for dedicated SENTRI Lane at Veterans Bridge**
- ☐ **Construction of a Northbound Commercial Lane and Southbound Oversized Inspection Lane at Los Indios Bridge**





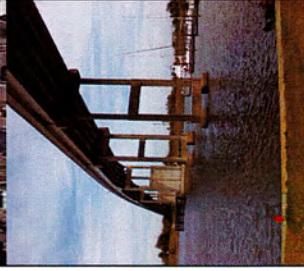
Milestones



- ☐ **Contractor – Lucania Construction, LLC.**
- ☐ **Original Contract Amount - \$ 953,541.77**
 - ☐ **Pay App. #1 \$173,379.00**
 - ☐ **Remaining Balance \$780,162.77**
- ☐ **Notice to Proceed – 6/28/2019 (1st Day)**
- ☐ **Schedule - 120 Calendar Days**
- ☐ **Contract Days Charged (07/26/19) – 28 Days**
- ☐ **Contract Time Remaining 77%**
- ☐ **Anticipated Substantial Completion – 10/28/2019**



INFRASTRUCTURE





INFRASTRUCTURE



Gateway International Bridge



- ☐ Tasks Completed
 - ☐ Steel support structure under bridge
 - ☐ Sand blasting and coating

BEFORE



AFTER





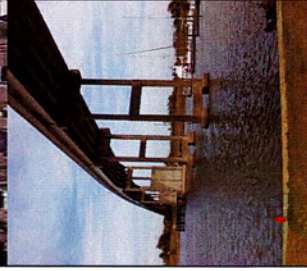
INFRASTRUCTURE



Los Indios Free Trade Bridge



- ☐ **Tasks Completed**
 - ☐ Traffic control measures in place
 - ☐ SW3P controls for northbound lane in place
 - ☐ Drainage pipe for southbound oversized lane under construction (24 l.f. of 100 l.ft.)





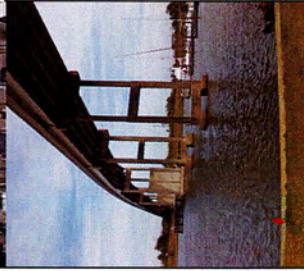
INFRASTRUCTURE



Veterans International Bridge



- ☐ **Tasks Completed**
 - ☐ Concrete traffic barriers installed along designated new SENTRI lane
 - ☐ Cleaning and sealing of expansion joints at bents 3, 6 & 9
 - ☐ Backwall spalling repairs on eastern abutment
 - ☐ Cement stabilized backfill to repair scour at Bent 17





INFRASTRUCTURE



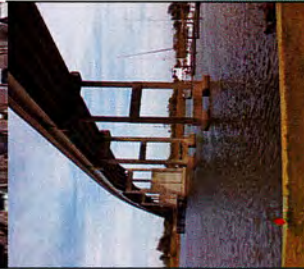
Veterans International Bridge



BEFORE



AFTER

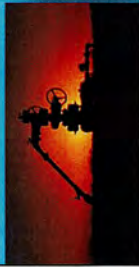




Veterans International Bridge



INFRASTRUCTURE



Concrete traffic barriers along designated SENTRI lane



Thank You



INFRASTRUCTURE



4-A ACKNOWLEDGEMENT OF CLAIMS.



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims for Acknowledgement June 28, 2019

100 - Operations

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
AFLAC	Aflac	075037	\$ 235.82	Aflac June 2019	Indirect	Y	Local	Ope
Emp Ericka Trevino	Ericka Trevino	ET Reimbursement	75.54	ET Reimbursement 6.27.19 travel to bank & postage	Indirect	Y	Local	Ope
Emp Maria D Mayorga	Maria D Mayorga	LM Reimbursement	145.47	LM Reimbursement 6.27.19	Indirect	Y	Local	Ope
Estrada & Hinojosa	Estrada Hinojosa & Company Inc	3762	5,000.00	Continuing Disclosure Preparation Fee FEY 2018	Indirect	Y	Local	Ope
gEXA eENERGY	Gexa Energy, LP	28055470	83.97	Gexa Energy Tolls and Ste 6	Indirect	Y	Local	Ope
gEXA eENERGY	Gexa Energy, LP	28058997	212.08	Gexa Energy Ste 5&7 June 2019	Indirect	Y	Local	Ope
gEXA eENERGY	Gexa Energy, LP	2857504-4	248.86	Gexa Energy Admin Ste 3&4 June 2019	Indirect	Y	Local	Ope
Pathfinder Public Af	Pathfinder Public Affairs, Inc	17	12,000.00	Government Consulting Services May 2019	Indirect	Y	Local	Ope
Republic Services	Republic Services	0863-001673164	126.67	Republic Service July 2019	Indirect	Y	Local	Ope
The Rentfro Law Fir	Rentfro, Irwin, & Irwin, P.L.L.C	024731	4,896.00	Professional Services General File 2019	Indirect	Y	Local	Ope
TML Emp Health	TML Health Benefits Pool	2019-07	6,737.84	TML Health June 2019	Indirect	Y	Local	Ope
Total Operations			<u>29,762.25</u>					

525 - Tolls

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Anjanelle Hernandez	Anjanelle Hernandez	AJ Reimbursement	\$ 12.53	AJ Reimbursement 6.24.19	Indirect	Y	Local	Tolls
Anjanelle Hernandez	Anjanelle Hernandez	AJ Reimbursement 6.7	35.50	AJ Reimbursement 6.7.19	Indirect	Y	Local	Tolls
Franco San Miguel	FRANCISCO J SANMIGUEL	FSM Reimbursement	744.28	FSM Reimbursement 5.10.19 Pharr Maintenance & Support Travel (Jan - May 2019)	Indirect	Y	Local	Tolls
gEXA eENERGY	Gexa Energy, LP	28055470	376.33	Gexa Energy Tolls and Ste 6	Indirect	Y	Local	Tolls
gEXA eENERGY	Gexa Energy, LP	Gexa Energy SH550	71.77	Gexa Energy SH550 June 2019	Direct	Y	Local	Tolls
gEXA eENERGY	Gexa Energy, LP	Gexas Energy SH550	607.52	Gexa Energy HH550 June 2019 Inv. 28069576	Direct	Y	Local	Tolls
Guerra Construction	Guerra Construction Company	10089	3,400.00	New Installation of SKT System Kit & Guard Rail Repair	Indirect	Y	Local	Tolls
Kapsch - Maintenance	Kapsch TrafficCom USA, Inc	486020SI00459	14,274.00	Kapsch System Maintenance May 2019	Indirect	Y	Local	Tolls
Ruben Ibanez	Ruben Ibanez	RI Reimbursement 6.2	250.83	RI Reimbursement 6.24.19 (travel & maintenance supplies)	SH 550	Y	Local	Tolls
SD Francisco Javier	SD Francisco Javier Velez Jr	062419	70.00	SD Francisco Velez SH550 Road Closure 6.24.19	Indirect	Y	Local	Tolls
SD Servando Cruz	Servando Cruz Jr	062419	70.00	SD Servando Cruz SH550 Road Closure 6.24.19	Indirect	Y	Local	Tolls
TML Emp Health	TML Health Benefits Pool	2019-07	5,485.64	TML Health June 2019	Indirect	Y	Local	Tolls
Total Tolls			<u>25,398.40</u>					

Transfer Approval	Operations	\$ 29,762.25
	Tolls	25,398.40
	Total Transfer	<u>\$ 55,160.65</u>



**CAMERON COUNTY REGIONAL MOBILITY
AUTHORITY Claims for Acknowledgment for July 9, 2019**

100 - Operations

Vendor ID	Vendor Name	Invoice Number	Cash		PROJ Title	Transfer Funds	Funding Source	Bank Account
			Required	Invoice/Credit Description				
AGC	AGC Solutions LLC	AGC Solutions June 2019	\$ 4,060.00	AGC Solutions LLC June 2019	Indirect	Y	Local	Ope
American Express	American Express	AMEX June 2019	1,300.76	American Express June 2019	Indirect	Y	Local	Ope
Culligan	Culligan of the Rio Grande Valley	Culligan June 2019	54.89	Culligan June 2019 Service	Indirect	Y	Local	Ope
Locke Lord	Locke Lord LLP	1498670	151.88	Locke Lorde April 2019 General	Indirect	Y	Local	Ope
Locke Lord	Locke Lord LLP	1498671	12,853.23	Locke Lord April 2019 - Legislative	Indirect	Y	Local	Ope
Pathfinder Public Affairs	Pathfinder Public Affairs, LLC	17-B	8,000.00	Consulting Services for CC for May	Indirect	Y	Local	Ope
Xerox	Xerox	097091852	457.89	Xerox Admin May 2019	Indirect	Y	Local	Ope
ZIEGNER	ZIEGNER	103471	402.00	Ziegner Hosting Services July 2019	Indirect	Y	Local	Ope
Total Operations			<u>27,280.65</u>					

100 - Interlocal Agreements

Vendor ID	Vendor Name	Invoice Number	Cash		PROJ Title	Transfer Funds	Funding Source	Bank Account
			Required	Invoice/Credit Description				
JWH and Associate	JWH and Associates, Inc.	1019	\$ 6,530.00	Gateway International Bridge	CC- Gateway International	Y	Local	Ope
JWH and Associate	JWH and Associates, Inc.	1319	8,510.00	Isla Blanca Park Traffic Study	CC- Isla Blanca Park Traffic Study	Y	Local	Ope
JWH and Associate	JWH and Associates, Inc.	1419	6,576.83	Gateway International Bridge Analysis	CC- Gateway International Bridge Analysis	Y	Local	Ope
JWH and Associate	JWH and Associates, Inc.	919	7,590.00	Isla Blanca Park Traffic Study	CC- Isla Blanca Park Traffic Study	Y	Local	Ope
Total Interlocal Agreements			<u>29,206.83</u>					

525 - Tolls

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	American Express	AMEX June 2019	\$ 2,125.70	American Express June 2019	Indirect	Y	Local	Mer
Culligan	Culligan of the Rio Grande Valley	Culligan June 2019	52.99	Culligan June 2019 Service	Indirect	Y	Local	Mer
Duncan Solutions LLC	Law Enforcement Systems LLC	DS0000003306	508.56	Duncan DMV Record 6.30.19	Indirect	Y	Local	Mer
Emp Ema Jaramillo	Ema Jaramillo	EJ Reimbursement	75.46	EJ Reimbursement 7.2.19 Travel to Post Office, Bank and Pharr	Indirect	Y	Local	Mer
Fagan Consulting	Fagan Consulting LLC	CCOS1906	3,865.68	Fagan Operation Support	Indirect	Y	Local	Mer
gEXA eENERGY	Gexa Energy, LP	Gexa Energy SH550	79.42	Gexa Energy SH550 1705 FM511	Direct Connectors - SH550	Y	Local	Mer
Mundial Telecom S	Juan Jose Villarreal	2550	902.00	SRu-Adv Rp-1 yr Advance Replacement Hardware & Software	Indirect	Y	Local	Mer
Neopost	MailFinance Inc.	N7750615	6,873.09	Neopost - Tolls 4.1.19-6.30.19	Indirect	Y	Local	Mer
Prisciliano Delgado	Prisciliano Delgado	10700	200.00	Lawn Care July 2019	Indirect	Y	Local	Mer
US Post Master	US Post Master	USPS Postage 7.2.1	5,500.00	USPS Postage Replenishment 7.2.19	Indirect	Y	Local	Mer
Verizon Wireless	Verizon Wireless	9832726567	98.87	Verizon Wireless Inv. 832726567	Indirect	Y	Local	Mer
Xerox	Xerox	097091853	293.54	Xerox Tolls May 2019	Indirect	Y	Local	Mer
Total Tolls			<u>20,575.31</u>					

Transfer Approval	Operations	\$ 27,280.65
	Interlocal Agreements	29,206.83
	Merch	20,575.31
	Total Transfer	<u>\$ 77,062.79</u>



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims for Acknowledgment for July 15, 2019

100 - Operations

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Border Trade Allianc	Border Trade Alliance	112	\$ 5,000.00	BTA - Bronze Patron 2019 Membership Renewal	Indirect	Y	Local	Ope
Locke Lord	Locke Lord LLP	1506075	12,992.71	Locke Lord Legislative June 2019	Indirect	Y	Local	Ope
Pathfinder Public Af	Pathfinder Public Affairs, Inc	18	12,000.00	Consulting services for RMA for June 2019	Indirect	Y	Local	Ope
RGV Partnership	Rio Grande Valley Partnership	MTF-1908	10,000.00	Rio Grande Valley Mobility Task Force RGV Partnership	Indirect	Y	Local	Ope
S&B	S&B Infrastructure, LTD	U2716.113-01	3,529.27	WA 13 Typical Sections Report	Indirect	Y	Local	Ope
Smith-Reagan & Assoc	Smith-Reagan & Associates, Inc DBA Smith-Reagan	9916	87.50	Bond - Arturo Antonio Nelson	Indirect	Y	Local	Ope
The Rentfro Law Fir	Rentfro, Irwin, & Irwin, P.L.L.C	024945	6,116.83	CCRMA / General File 2019 2019-2019	Indirect	Y	Local	Ope
Xerox	Xerox	097367490	457.89	Xerox Admin 6.30.19	Indirect	Y	Local	Ope
Total Operations			<u>50,184.20</u>					

525 - Tolls

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Adrian	Adrian Rincones	AR Reimbursemen	\$ 133.57	AR Reimbursement 7.5.19	Indirect	Y	Local	Tolls
Amazon	Amazon	Amazon June 2019	160.47	Maintenace Repair Supplies	Indirect	Y	Local	Tolls
Angel T Perez	Angel Timoteo Perez	070319	70.00	SD Angel Perez SH550 Road Closure 7.3.19	Indirect	Y	Local	Tolls
Franco San Miguel	FRANCISCO J SANMIGUEL	FSM	393.24	FSM Reimbursement 7.9.19 CC - mileage reimbursement	Indirect	Y	Local	Tolls
LexisNexis	LexisNexis Risk Solutions FL Inc	1546392-2019063	103.81	Lexis Nexis June 2019	Indirect	Y	Local	Tolls
Neology	Neology	18080	2,500.00	Repair of Pharr Reader Serial No. ID6204004621	Pharr-Reynosa Intl Bridge	Y	Local	Tolls
Neology	Neology	18080 F	22.44	Repair of Pharr Reader Serial No. ID6204004621	Pharr-Reynosa Intl Bridge	Y	Local	Tolls
PUB	Public Utilities Board	PUB Tolls June 20	276.40	PUB SH 550 June 2019 600710	Direct	Y	Local	Tolls
Ruben Ibanez	Ruben Ibanez	RI Reimbursement	1,425.67	RI Reimbursement (mileage-Lowe, Home Depot, SH550 check road) locks and keys toll offices,	Indirect	Y	Local	Tolls
SD Jorge Marquez	Jorge J. Marquez	070319	70.00	SD Jorge Marquez SH550 Road Closure 7.3.19	Indirect	Y	Local	Tolls
Staples Business	Staples Business Credit	Staples June 2019	151.25	Tolls Office Supplies	Indirect	Y	Local	Tolls
Xerox	Xerox	097367491	297.06	Xerox Tolls June 2019	Indirect	Y	Local	Tolls
Xerox Corporation	Xerox Financial Services LLC	1675536	1,070.40	Xerox Formax June 2019	Indirect	Y	Local	Tolls
Total Tolls			<u>6,674.31</u>					

Transfer Approval	Operations	\$ 50,184.20
	Tolls	6,674.31
	Total Transfer	<u>\$ 56,858.51</u>



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims for Acknowledgment for July 19, 2019

100 - Operations

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
AFLAC	Aflac	514047	235.82	Employee supplemental Ins Jul 2019	Indirect	Y	Local	Ope
FIGG	FIGG Bridge Engineers, Inc.	2001-02-01	8,080.67	SPI WA 4 Pilot Study Material Removal	Indirect	Y	Local	Ope
Lone Star Shredding	Lone Star Shredding Document Storage	1951578	112.50	Doc Shredding Services	Indirect	Y	Local	Ope
S&B	S&B Infrastructure, LTD	U2716.104-01	5,973.52	S&B MPO Representation WA #1	Indirect	Y	Local	Ope
Verizon Wireless	Verizon Wireless	7873049527	52.30	Admin hotspot services	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility District	VMUD Jun 2019-Ste 3	36.06	Water Utilities for Admin Offices for June 2019	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility District	VMUD Jun 2019-Ste 4	34.17	Water Utilities for Admin Offices for June 2019	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility District	VMUD Jun 2019-Ste 5	34.17	Water Utilities for Admin Offices for June 2019	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility District	VMUD Jun 2019-Ste 6	34.92	Water Utilities for Admin Offices for June 2019	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility District	VMUD Jun 2019-Ste 7	36.81	Water Utilities for Admin Offices for June 2019	Indirect	Y	Local	Ope
Tota Admin			<u>14,630.94</u>					

100 -Interlocal Agreements

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
JWH and Associates	JWH and Associates, Inc.	1819R	7,998.17	Gateway Int Bridge Analysis	CC - Gateway Bridge	Y	Local	Ope
JWH and Associates	JWH and Associates, Inc.	1919	2,300.00	Isla Blanca Park Traffic Study	CC - Parks Circulation Study	Y	Local	Ope
S&B	S&B Infrastructure, LTD	U2716.110-01	1,219.27	Cameron County Bridge Construction Management	CC- Bridge Maintenance Projects	Y	Local	Ope
Tota Interlocal Agreement			<u>11,517.44</u>					

525 - Tolls

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Matus Contractor Co	Matus Contractor Company	127	4,500.00	Cutting grass, garbage collection and herbicide on 550	Indirect	Y	Local	Ope
PUB	Public Utilities Board	PUB 588837 Dec 2018	195.85	SH550 Port Spur Dec 2018 Utilities	Indirect	Y	Local	Ope
Time Warner Cable	Time Warner Cable Business Class	0121858070919	1,839.09	Internet and phone services	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility District	VMUD Tolls Jun 2019	43.22	Water Utilities Tolls for June 2019	Indirect	Y	Local	Mer
Total Tolls			<u>6,578.16</u>					

14,630.94 **Admin**
11,517.44 **Interlocal Agreements**
6,578.16 **Tolls**
32,726.54

Total Claims



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims for Acknowledgment for July 26, 2019

100 - Operations

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	American Express	AMEX July 2019	\$ 710.71	AMEX July 2019	Indirect	Y	Local	Ope
gEXA eENERGY	Gexa Energy, LP	28264772	87.31	Gexa Ste 6 & Tolls June 2019	Indirect	Y	Local	Ope
gEXA eENERGY	Gexa Energy, LP	28266253	230.72	Gexa Ste 5 and 7	Indirect	Y	Local	Ope
gEXA eENERGY	Gexa Energy, LP	28269364	235.82	Gexa Ste 3&4	Indirect	Y	Local	Ope
Superior Alarms	Superior Alarms	687091	75.00	Superior Alarm Monitoring Service 8.1.19-10.31.19	Indirect	Y	Local	Ope
TML Emp Health	TML Health Benefits Pool 2019-08		6,737.84	TML Health August 2019	Indirect	Y	Local	Ope
Total Operations			<u>8,077.40</u>					

100 -Interlocal Agreements

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Foremost Paving	Foremost Paving Inc	FPI #8	\$ 12,949.10	Foremost Paving #8 Veterans Bridge Truck Lane Expansion	CC-Veterans Bridge	Y	Local	Ope
S&B	S&B Infrastructure, LTD	U2299.113-08	29,997.85	PS&E for POV Expansion	CC-Veterans Bridge	Y	Local	Ope
Total Tolls			<u>42,946.95</u>					

525 - Tolls

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	American Express	AMEX July 2019	\$ 326.97	AMEX July 2019	Indirect	Y	Local	Tolls
gEXA eENERGY	Gexa Energy, LP	28264772	387.53	Gexa Ste 6 & Tolls June 2019	Indirect	Y	Local	Tolls
PAM	Professional Account	PAM 7.24.19	1,614.39	Balance owed to PAM for Company RS	Indirect	Y	Local	Tolls
PUB	Public Utilities Board	PUB June 2019 58	257.99	PUB June 2019 588837	Port Spur -	Y	Local	Tolls
TML Emp Health	TML Health Benefits Pool 2019-08		5,485.64	TML Health August 2019	Indirect	Y	Local	Tolls
US Post Master	US Post Master	USPS Replenishm	15,000.00	USPS Replenishment	Indirect	Y	Local	Tolls
Total Tolls			<u>23,072.52</u>					

Transfer Approval	Operations	\$ 8,077.40
	Interlocal	42,946.95
	Tolls	23,072.52
	Total Transfer	<u>\$ 74,096.87</u>

4-B APPROVAL OF CLAIMS



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims August 9, 2019

100 -Operations

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
TML	Texas Municipal League Intergovernmental Risk	Contract No. 9384	\$ 248.50	TML Coastal Wind /Auto Liab/Error & Omission/Real Property	Indirect	Y	Local	Ope
Total Interlocal Agreement			<u>248.50</u>					

100 -Interlocal Agreements

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Lucania Constructio	Lucania Construction LLC	1016	\$ 104,312.00	CC - International Bridge Rehab (Veterans Bridge)	CC - Bridge Maintenance Projects	Y	Local	Ope
Lucania Constructio	Lucania Construction LLC	1017	28,950.00	CC - International Bridge Rehab (Gateay Bridge)	CC - Bridge Maintenance Projects	Y	Local	Ope
Lucania Constructio	Lucania Construction LLC	1022	40,117.00	CC - International Bridge Rehab (Los Indios)	CC - Bridge Maintenance Projects	Y	Local	Ope
S&B	S&B Infrastructure, LTD	U2716.900-03	18,839.97	Mexican Agencies Coordination	CC- Veterans Bridge	Y	Local	Ope
S&B	S&B Infrastructure, LTD	U2299.113-08	29,997.85	PS&E for POV Expansion	CC- Veterans Bridge	Y	Local	Ope
Total Interlocal Agreement			<u>222,216.82</u>					

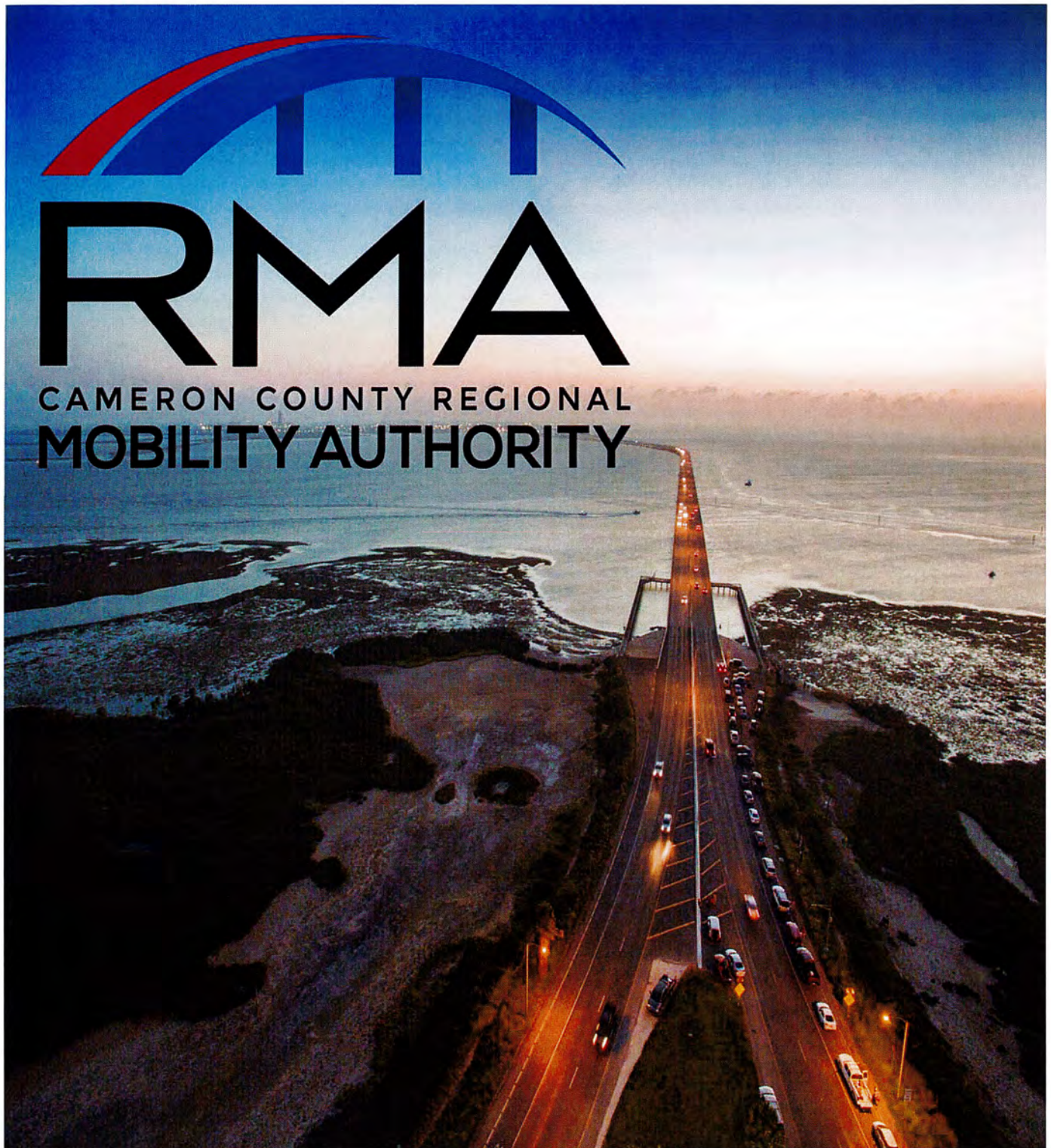
525 - Interlocal Agreement

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
TollPlus LLC	TollPlus LLC	19025	\$ 6,150.00	Toll Plus June 2019	Indirect	Y	Local	PBM
Total Tolls Interlocal Agreement			<u>6,150.00</u>					

525 - Tolls

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
TML	Texas Municipal League Intergovernmental Risk	Contract No. 9384	\$ 15,935.00	TML Coastal Wind /Auto Liab/Error & Omission/Real Property	Indirect	Y	Local	PBM
TollPlus LLC	TollPlus LLC	19025	14,951.87	Toll Plus June 2019	Indirect	Y	Local	PBM
Total Tolls			<u>30,886.87</u>					
Total Operations, Interlocal and Tolls			<u>\$ 259,502.19</u>					

**4-C CONSIDERATION AND APPROVAL OF THE FINANCIAL STATEMENTS AND
BUDGET AMENDMENTS FOR THE MONTH OF MAY AND JUNE 2019.**



MAY 2019 FINANCIAL REPORT

PETE SEPULVEDA, JR., EXECUTIVE DIRECTOR

JESUS A. RINCONES, CPA, CHIEF FINANCIAL OFFICER



CCRMA MONTHLY FINANCIALS

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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Revenues, Expenses And Changes in Net Position - Unposted Transactions Included In Report
From 5/1/2019 Through 5/31/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
Operating Revenues					
Vehicle registration fees	298,930	2,207,630	3,225,000	(1,017,370)	2,102,300
TRZ revenue	0	0	475,000	(475,000)	0
Interlocal Agreement Revenue	3,440	13,775	100,000	(86,225)	33,823
Other revenue	2,825	169,905	330,000	(160,095)	166,392
Total Operating Revenues	305,195	2,391,310	4,130,000	(1,738,690)	2,302,515
Operating Expenses					
Personnel costs	62,117	566,482	826,423	259,941	517,401
Professional services	24,804	142,520	185,000	42,480	100,343
Contractual services	34,121	70,327	90,000	19,673	44,071
Advertising & marketing	0	3,924	25,000	21,076	18,979
Data processing	125	5,136	15,000	9,864	8,104
Dues & memberships	0	1,588	18,500	16,912	11,670
Education & training	0	3,967	10,000	6,034	2,505
Fiscal agent fees	0	8,620	50,000	41,380	8,465
Insurance	0	1,332	5,000	3,668	4,218
Maintenance & repairs	583	1,213	10,000	8,787	2,385
Office supplies	2,582	12,254	49,500	37,246	21,445
Rent	4,060	36,559	54,000	17,441	32,803
Travel	301	22,631	30,000	7,369	16,400
Utilities	788	7,345	12,000	4,655	5,934
Other expenses	0	0	5,000	5,000	0
Total Operating Expenses	129,481	883,897	1,385,423	501,526	794,723
Total Operating Income (Loss)	175,713	1,507,414	2,744,577	(1,237,163)	1,507,792
Non Operating Revenue					
Project Grant Revenue	0	129,631	2,565,000	(2,435,369)	4,402,625
Interest income	3,728	29,272	30,000	(728)	15,712
Total Non Operating Revenue	3,728	158,903	2,595,000	(2,436,097)	4,418,338
Non Operating Expenses					
Debt Interest	0	478,464	975,200	496,736	305,151
Debt Interest-LOC	0	4,255	25,000	20,745	27,729
Project Grant Expenses	121,135	163,861	0	(163,861)	0
Total Non Operating Expenses	121,135	646,580	1,000,200	353,620	332,880
Total Changes in Net Position	58,307	1,019,736	4,339,377	(3,319,641)	5,593,250

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Toll Operations Revenues & Expenses - Cash - Toll Operations Revenues & Expenditures - Cash - Unposted Transactions Included In Report
From 5/1/2019 Through 5/31/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
Toll Operating Revenues					
TPS Revenues	165,515	1,276,155	1,850,000	(573,845)	1,383,022
Interop Revenues					
Interop Revenue	64,938	449,199	650,000	(200,802)	521,817
Bridge Interoperability	45,817	263,326	325,000	(61,674)	0
Total Interop Revenues	110,755	712,524	975,000	(262,476)	521,817
Revenue from Toll Collections	967	10,558	0	10,558	17,930
Other Toll Revenues					
Interlocal Agreement Revenue	3,891	30,353	150,000	(119,647)	30,333
Other Revenue	500	10,500	0	10,500	0
Total Other Toll Revenues	4,391	40,853	150,000	(109,147)	30,333
Total Toll Operating Revenues	281,628	2,040,090	2,975,000	(934,910)	1,953,102
Toll Operating Expenses					
Personnel Costs	52,647	436,629	833,257	396,628	315,229
Transaction Processing Costs	40,144	235,053	426,500	191,447	253,796
Toll System Maintenance/IT	18,913	144,428	258,750	114,322	139,511
Roadside Maintenance	23,947	235,817	480,000	244,183	239,572
CSC Indirect/Overhead Costs	16,986	134,581	259,500	124,919	68,121
Total Toll Operating Expenses	152,636	1,186,508	2,258,007	1,071,499	1,016,229
Total Operating Income (Loss)	128,992	853,582	716,993	136,589	936,873
Non Operating Revenues					
	0	0	2,248,938	(2,248,938)	0
Total Non Operating Revenues	0	0	2,248,938	(2,248,938)	0
Non Operating Expenses					
Debt Interest	0	843,352	2,248,938	1,405,586	1,124,469
Total Non Operating Expenses	0	843,352	2,248,938	1,405,586	1,124,469
Changes in Net Position	128,992	10,230	716,993	(706,763)	(187,596)

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
 Combined Statement of Revenues and Expenses - Unposted Transactions Included In Report
 From 5/1/2019 Through 5/31/2019
 (In Whole Numbers)

	Current Period Actual	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
Operating Revenues					
Vehicle registration fees	298,930	2,207,630	3,225,000	(1,017,370)	2,102,300
Interlocal Agreement Revenue	7,331	44,128	250,000	(205,872)	64,156
Toll revenues	277,237	1,999,237	2,825,000	(825,763)	1,773,837
Other revenue	3,325	180,405	330,000	(149,595)	166,392
Total Operating Revenues	586,823	4,431,401	6,630,000	(2,198,599)	4,106,686
Operating Expenses					
Personnel costs	114,764	1,003,112	1,659,680	656,568	832,630
Accounting software and services	804	4,947	10,000	5,053	4,926
Professional services	24,000	138,037	175,000	36,964	95,417
Contractual services	34,121	76,870	130,000	53,130	46,111
Advertising & marketing	2,771	21,553	85,000	63,447	38,106
Data processing	125	5,136	15,000	9,864	8,104
Dues & memberships	0	6,714	23,500	16,786	15,446
Education & training	750	6,452	20,000	13,549	4,059
Fiscal agent fees	0	8,620	50,000	41,380	8,465
Insurance	0	55,983	100,000	44,017	48,491
Maintenance & repairs	2,138	14,556	85,000	70,444	15,201
Office supplies	27,965	133,376	279,500	146,124	128,080
Road maintenance	41,988	367,743	633,750	266,007	332,477
Rent	6,883	48,440	76,500	28,060	44,657
Toll services	16,834	105,789	191,500	85,711	133,262
Travel	4,512	37,878	42,000	4,122	21,461
Utilities	4,461	35,202	62,000	26,798	34,057
Other expenses	0	0	5,000	5,000	0
Total Operating Expenses	282,118	2,070,405	3,643,430	1,573,025	1,810,952
Net Change from Operations	304,705	2,360,996	2,986,570	(625,574)	2,295,734
Non Operating Revenue					
Interest income	3,728	29,272	30,000	(728)	15,712
Project Grant Revenue	0	129,631	4,813,938	(4,684,307)	4,402,625
TRZ Revenue	0	0	475,000	(475,000)	0
Total Non Operating Revenue	3,728	158,903	5,318,938	(5,160,035)	4,418,338
Non Operating Expenses					
Bond Debt Expense	0	1,321,815	3,224,138	1,902,323	1,429,620
Debt Interest - LOC	0	4,255	25,000	20,745	27,729
Project Grant Expenses	121,135	163,861	0	(163,861)	0
Total Non Operating Expenses	121,135	1,489,932	3,249,138	1,759,206	1,457,349
Changes in Net Position	187,299	1,029,967	5,056,370	(4,026,403)	5,256,722

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Capital Project Expenses - Summarized - Unposted Transactions Included In Report
From 5/1/2019 Through 5/31/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original
Capital Projects				
South Padre Island 2nd Access	0	22,013	0	(22,013)
West Blvd. Project	0	722	0	(722)
Outer Parkway	0	4,759	0	(4,759)
FM 1925	0	1,043	0	(1,043)
West Rail Relocation	0	44,018	0	(44,018)
SH 550	0	19,610	0	(19,610)
SH 32 (East Loop)	0	50,023	0	(50,023)
South Port Connector - SH32	13,449	359,901	21,850,000	21,490,099
Whipple Road	0	157,508	251,250	93,742
FM 509	0	82,949	0	(82,949)
Morrison Road	26,137	31,862	337,500	305,638
Flor De Mayo Bridge	0	81,292	50,000	(31,292)
Naranjo Road - City of Brownsville	6,883	7,865	12,500	4,635
Indiana Road - COB	0	0	12,500	12,500
CC- Veterans Bridge	100,422	1,000,573	1,101,500	100,927
CC - Old ALice Road	34,065	64,464	225,000	160,536
Total Capital Projects	<u>180,956</u>	<u>1,928,603</u>	<u>23,840,250</u>	21,911,647

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Balance Sheet
As of 5/31/2019
(In Whole Numbers)

	Current Year
ASSETS	
Current Assets:	
Cash and cash equivalents	3,016,498
Restricted cash accounts - debt service	6,891,282
Accounts receivable	
Accounts Receivable - Customers	104,544
TPS Accounts Receivable	2,686,878
Allowance Accounts Receivable - Tolls	(1,351,628)
TPS RBP Accounts Receivable	198,209
Vehicle Registration Fees - Receivable	616,496
Total Accounts receivable	2,254,499
Accounts Receivable in Collections	
Allowance for P2	(1,558,692)
Collections P2 - Duncan	2,171,355
Duncan Toll Collections P1	3,640,999
Collections P1 Allowance for Bad Debt	(3,653,875)
Total Accounts Receivable in Collections	599,788
Accounts receivable - other agencies	
Due from Other Agencies	289,523
Total Accounts receivable - other agencies	289,523
Total Current Assets:	13,051,589
Non Current Assets:	
Capital assets, net	105,624,067
Capital projects in progress	21,732,381
Redevelopment Assets/Other Agencies	
Other Assets	24,955
CC FAST Lanes Project Veterans Bridge	772,423
CC Primary Lanes Veterans Bridge	198,061
BND - South Port Connector	294,962
CC - Flor De Mayo	66,467
FM 509 Project	78,600
Whipple Road	154,120
Pharr Reynosa Intl Bridge Project	320,141
Total Redevelopment Assets/Other Agencies	1,909,728
Unamortized bond prepaid costs	109,318
Total Non Current Assets:	129,375,494
Other	
	151,559
Total ASSETS	142,578,641
LIABILITIES	
Current Liabilities	
Accounts payable	
AP - Operations	92,758
AP - Project Exenditures	236,032
Total Accounts payable	328,790
Accrued expenses	440,184
Payroll liabilities	454
Deferred revenue	3,550
Total Current Liabilities	772,977
Non Current Liabilities	
Due to other agencies	

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Balance Sheet
As of 5/31/2019
(In Whole Numbers)

	Current Year
Cameron County	167,500
South Port Connector - Interlocal	698,655
Pharr-Reynosa Project- Accumulation	245,939
Cameron County POV Expansion Veterans	184,551
Cameron County Intl Bridge Interlocal	862,553
FM 509 Project	76,060
Total Due to other agencies	2,235,258
Due to TxDot	
TxDot FAA - South Padre Island	12,991,920
TxDot FAA - West Parkway	2,244,589
TxDot FAA - Outer Parkway	780,179
Total Due to TxDot	16,016,688
Long term bond payable	76,195,872
Total Non Current Liabilities	94,447,817
Other	
Deferred Inflows	15,839
Total Other	15,839
Total LIABILITIES	95,236,634
NET POSITION	
Beginning net position	45,306,675
Total Beginning net position	45,306,675
Changes in net position	2,035,333
Total Changes in net position	2,035,333
Total NET POSITION	47,342,007
TOTAL LIABILITIES AND NET POSITION	142,578,641

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Cash Flows

As of 5/31/2019

(In Whole Numbers)

	<u>Current Period</u>	<u>Current Year</u>
Cash Flows from Operating Activities		
Receipts from Vehicle Registration Fees	421,080	2,370,130
Receipts from MSB/Interop Toll revenues	116,286	655,666
Receipts from TPS Toll Revenues	140,341	1,940,019
Receipts from Other Operating Revenues	10,655	224,533
Payments to Vendors	(322,196)	(1,240,684)
Payments to Employees	(115,894)	(890,979)
Total Cash Flows from Operating Activities	<u>250,273</u>	<u>3,058,685</u>
Cash Flows from Capital and Related Financing Activities		
Acquisitions of Property and Equipment	0	(900)
Acquisitions of Construction in Progress	(46,247)	(2,339,757)
Payments on interest	0	(1,762,420)
Payments on Bond Principal	0	(905,000)
Bond and Debt Proceeds	0	(188,117)
Proceeds related to Redevelopment Assets	667,969	2,627,151
Advances on FAA and Grant Proceeds	0	129,631
Total Cash Flows from Capital and Related Financing Activities	<u>621,721</u>	<u>(2,439,412)</u>
Cash Flows from Investing Activities		
Receipts from Interest Income	<u>3,728</u>	<u>29,272</u>
Total Cash Flows from Investing Activities	<u>3,728</u>	<u>29,272</u>
Beginning Cash & Cash Equivalents	<u>9,005,915</u>	<u>9,911,011</u>
Ending Cash & Cash Equivalents	<u><u>9,881,638</u></u>	<u><u>10,559,556</u></u>



JUNE 2019 FINANCIAL REPORT

PETE SEPULVEDA, JR., EXECUTIVE DIRECTOR

JESUS A. RINCONES, CPA, CHIEF FINANCIAL OFFICER



CCRMA MONTHLY FINANCIALS

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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Revenues, Expenses And Changes in Net Position - Montly R&E - Unposted Transactions Included In Report
From 6/1/2019 Through 6/30/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
Operating Revenues					
Vehicle registration fees	275,953	2,483,583	3,225,000	(741,417)	2,433,160
TRZ revenue	0	0	475,000	(475,000)	7,896
Interlocal Agreement Revenue	1,720	15,495	100,000	(84,505)	33,823
Other revenue	4,418	174,323	330,000	(155,677)	166,392
Total Operating Revenues	<u>282,091</u>	<u>2,673,401</u>	<u>4,130,000</u>	<u>(1,456,599)</u>	<u>2,641,271</u>
Operating Expenses					
Personnel costs	60,402	626,884	826,423	199,539	576,438
Professional services	12,402	154,922	185,000	30,078	125,147
Contractual services	19,447	89,774	90,000	226	47,771
Advertising & marketing	0	3,924	25,000	21,076	17,979
Data processing	56	5,192	15,000	9,808	8,462
Dues & memberships	10,569	12,157	18,500	6,343	11,670
Education & training	0	3,967	10,000	6,034	2,505
Fiscal agent fees	6,534	15,154	50,000	34,846	18,862
Insurance	0	1,332	5,000	3,668	4,218
Maintenance & repairs	706	1,919	10,000	8,081	2,385
Office supplies	694	12,948	49,500	36,552	23,330
Rent	4,976	41,535	54,000	12,465	37,321
Travel	766	23,398	30,000	6,602	18,366
Utilities	1,015	8,360	12,000	3,640	6,818
Other expenses	0	0	5,000	5,000	0
Total Operating Expenses	<u>117,568</u>	<u>1,001,464</u>	<u>1,385,423</u>	<u>383,959</u>	<u>901,272</u>
Total Operating Income (Loss)	<u>164,523</u>	<u>1,671,937</u>	<u>2,744,577</u>	<u>(1,072,640)</u>	<u>1,739,999</u>
Non Operating Revenue					
Project Grant Revenue	779,052	908,683	2,565,000	(1,656,317)	6,052,495
Interest income	4,151	33,423	30,000	3,423	17,881
Total Non Operating Revenue	<u>783,204</u>	<u>942,107</u>	<u>2,595,000</u>	<u>(1,652,893)</u>	<u>6,070,376</u>
Non Operating Expenses					
Debt Interest	0	478,464	975,200	496,736	305,151
Debt Interest-LOC	0	4,255	25,000	20,745	33,978
Project Grant Expenses	781,444	937,715	0	(937,715)	0
Total Non Operating Expenses	<u>781,444</u>	<u>1,420,434</u>	<u>1,000,200</u>	<u>(420,234)</u>	<u>339,129</u>
Total Changes in Net Position	<u>166,283</u>	<u>1,193,609</u>	<u>4,339,377</u>	<u>(3,145,768)</u>	<u>7,471,246</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Toll Operations Revenues & Expenses - Cash - Toll Operations Revenues & Expenditures - Cash - Unposted Transactions Included In Report
From 6/1/2019 Through 6/30/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
Toll Operating Revenues					
TPS Revenues	153,654	1,429,809	1,850,000	(420,191)	1,535,397
Interop Revenues					
Interop Revenue	77,733	526,931	650,000	(123,069)	581,397
Bridge Interoperability	41,153	304,479	325,000	(20,521)	0
Total Interop Revenues	118,886	831,410	975,000	(143,590)	581,397
Revenue from Toll Collections	360	10,918	0	10,918	17,930
Other Toll Revenues					
Interlocal Agreement Revenue	3,727	34,080	150,000	(115,920)	34,346
Other Revenue	0	10,500	0	10,500	0
Total Other Toll Revenues	3,727	44,580	150,000	(105,420)	34,346
Total Toll Operating Revenues	276,627	2,316,717	2,975,000	(658,283)	2,169,071
Toll Operating Expenses					
Personnel Costs	52,745	489,374	833,257	343,883	350,359
Transaction Processing Costs	33,949	269,002	426,500	157,498	299,228
Toll System Maintenance/IT	19,284	163,712	258,750	95,038	154,150
Roadside Maintenance	14,979	250,600	480,000	229,400	261,779
CSC Indirect/Overhead Costs	12,500	147,081	259,500	112,419	78,945
Total Toll Operating Expenses	133,457	1,319,770	2,258,007	938,237	1,144,461
Total Operating Income (Loss)	143,170	996,948	716,993	279,955	1,024,610
Non Operating Revenues					
Program Grant Revenue	0	245,939	2,248,938	(2,002,999)	0
Total Program Grant Revenue	0	245,939	2,248,938	(2,002,999)	0
Total Non Operating Revenues	0	245,939	2,248,938	(2,002,999)	0
Non Operating Expenses					
Debt Interest	0	843,352	2,248,938	1,405,586	1,124,469
Program Grant Expenses					
Project Expenses for Redevelopment Assets	0	320,141	0	(320,141)	0
Total Program Grant Expenses	0	320,141	0	(320,141)	0
Total Non Operating Expenses	0	1,163,492	2,248,938	1,085,446	1,124,469
Changes in Net Position	143,170	79,394	716,993	(637,599)	(99,859)

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Combined Statement of Revenues and Expenses - Unposted Transactions Included In Report
From 6/1/2019 Through 6/30/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
Operating Revenues					
Vehicle registration fees	275,953	2,483,583	3,225,000	(741,417)	2,433,160
Interlocal Agreement Revenue	5,447	49,575	250,000	(200,425)	68,168
Toll revenues	272,900	2,272,138	2,825,000	(552,862)	1,985,794
Other revenue	4,418	184,823	330,000	(145,177)	166,392
Total Operating Revenues	558,718	4,990,119	6,630,000	(1,639,882)	4,653,514
Operating Expenses					
Personnel costs	113,147	1,116,258	1,659,680	543,422	926,797
Accounting software and services	402	5,349	10,000	4,651	5,730
Professional services	12,000	150,037	175,000	24,964	119,417
Contractual services	19,447	96,317	130,000	33,683	49,811
Advertising & marketing	0	21,553	85,000	63,447	37,106
Data processing	771	5,907	15,000	9,093	8,462
Dues & memberships	10,569	17,283	23,500	6,217	15,446
Education & training	0	6,452	20,000	13,549	4,059
Fiscal agent fees	6,534	15,154	50,000	34,846	18,862
Insurance	0	55,983	100,000	44,017	48,491
Maintenance & repairs	1,896	16,452	85,000	68,548	17,725
Office supplies	18,246	151,622	279,500	127,878	165,259
Road maintenance	34,776	402,518	633,750	231,232	368,873
Rent	13,510	61,950	76,500	14,550	50,635
Toll services	13,572	119,360	191,500	72,140	145,882
Travel	1,265	39,144	42,000	2,856	24,558
Utilities	4,891	39,897	62,000	22,103	38,621
Other expenses	0	0	5,000	5,000	0
Total Operating Expenses	251,025	2,321,234	3,643,430	1,322,196	2,045,732
Net Change from Operations	307,693	2,668,884	2,986,570	(317,686)	2,607,782
Non Operating Revenue					
Interest income	4,151	33,423	30,000	3,423	17,881
✓ Project Grant Revenue	779,052	1,154,622	4,813,938	(3,659,316)	6,052,495
TRZ Revenue	0	0	475,000	(475,000)	7,896
Total Non Operating Revenue	783,204	1,188,046	5,318,938	(4,130,892)	6,078,272
Non Operating Expenses					
Bond Debt Expense	0	1,321,815	3,224,138	1,902,323	1,429,620
Debt Interest - LOC	0	4,255	25,000	20,745	33,978
Project Grant Expenses	781,444	1,257,856	0	(1,257,856)	0
Total Non Operating Expenses	781,444	2,583,926	3,249,138	665,212	1,463,598
Changes in Net Position	309,453	1,273,004	5,056,370	(3,783,366)	7,222,455

Unaudited Financials Subject to Change

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Capital Project Expenses - Summarized - Unposted Transactions Included In Report
From 6/1/2019 Through 6/30/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original
Capital Projects				
South Padre Island 2nd Access	12,500	34,513	0	(34,513)
West Blvd. Project	0	722	0	(722)
Outer Parkway	0	4,759	0	(4,759)
FM 1925	0	1,043	0	(1,043)
West Rail Relocation	0	44,018	0	(44,018)
SH 550	0	19,610	0	(19,610)
SH 32 (East Loop)	0	50,023	0	(50,023)
South Port Connector - SH32	8,045	367,945	21,850,000	21,482,055
Whipple Road	0	157,508	251,250	93,742
FM 509	0	82,949	0	(82,949)
Morrison Road	0	31,862	337,500	305,638
Flor De Mayo Bridge	0	81,292	50,000	(31,292)
Naranjo Road - City of Brownsville	0	7,865	12,500	4,635
Indiana Road - COB	0	0	12,500	12,500
CC- Veterans Bridge	42,950	1,043,523	1,101,500	57,977
CC - Old ALice Road	0	64,464	225,000	160,536
Total Capital Projects	<u>63,495</u>	<u>1,992,097</u>	<u>23,840,250</u>	21,848,153

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Balance Sheet
As of 6/30/2019
(In Whole Numbers)

	<u>Current Year</u>
ASSETS	
Current Assets:	
Cash and cash equivalents	3,321,695
Restricted cash accounts - debt service	7,017,551
Accounts receivable	
Accounts Receivable - Customers	115,817
TPS Accounts Receivable	2,906,001
Allowance Accounts Receivable - Tolls	(1,351,628)
TPS RBP Accounts Receivable	200,697
Vehicle Registration Fees - Receivable	333,846
Total Accounts receivable	2,204,733
Accounts Receivable in Collections	
Allowance for P2	(1,558,692)
Collections P2 - Duncan	2,156,821
Duncan Toll Collections P1	3,640,559
Collections P1 Allowance for Bad Debt	(3,653,875)
Total Accounts Receivable in Collections	584,814
Accounts receivable - other agencies	
Due from Other Agencies	181,074
Total Accounts receivable - other agencies	181,074
Total Current Assets:	13,309,867
Non Current Assets:	
Capital assets, net	105,624,067
Capital projects in progress	21,744,881
Redevelopment Assets/Other Agencies	
Other Assets	42,275
CC Primary Lanes Veterans Bridge	234,378
BND - South Port Connector	295,634
CC - Flor De Mayo	66,467
FM 509 Project	78,600
Whipple Road	154,120
Total Redevelopment Assets/Other Agencies	871,474
Unamortized bond prepaid costs	109,318
Total Non Current Assets:	128,349,740
Other	
	151,559
Total ASSETS	<u>141,811,165</u>
LIABILITIES	
Current Liabilities	
Accounts payable	
AP - Operations	113,552
AP - Project Exenditures	286,401
Total Accounts payable	399,953
Payroll liabilities	6,532
Deferred revenue	20,528
Total Current Liabilities	427,014
Non Current Liabilities	
Due to other agencies	
Cameron County	167,500
South Port Connector - Interlocal	698,655
Cameron County POV Expansion Veterans	184,551

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Balance Sheet
As of 6/30/2019
(In Whole Numbers)

	<u>Current Year</u>
Cameron County Intl Bridge Interlocal	83,500
FM 509 Project	<u>76,060</u>
Total Due to other agencies	1,210,266
Due to TxDot	
TxDot FAA - South Padre Island	12,991,920
TxDot FAA - West Parkway	2,244,589
TxDot FAA - Outer Parkway	<u>780,179</u>
Total Due to TxDot	16,016,688
Long term bond payable	<u>76,195,872</u>
Total Non Current Liabilities	93,422,826
Other	
Deferred Inflows	<u>15,839</u>
Total Other	<u>15,839</u>
Total LIABILITIES	<u>93,865,679</u>
NET POSITION	
Beginning net position	
	<u>45,306,675</u>
Total Beginning net position	45,306,675
Changes in net position	
	<u>2,638,811</u>
Total Changes in net position	<u>2,638,811</u>
Total NET POSITION	<u>47,945,486</u>
TOTAL LIABILITIES AND NET POSITION	<u><u>141,811,165</u></u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Cash Flows

As of 6/30/2019

(In Whole Numbers)

	Current Period	Current Year
Cash Flows from Operating Activities		
Receipts from Vehicle Registration Fees	282,650	2,652,780
Receipts from MSB/Interop Toll revenues	107,613	763,279
Receipts from TPS Toll Revenues	160,240	2,100,259
Receipts from Other Operating Revenues	9,865	234,398
Payments to Vendors	(902,714)	(2,467,763)
Payments to Employees	(101,721)	(992,700)
Total Cash Flows from Operating Activities	(444,067)	2,290,252
Cash Flows from Capital and Related Financing Activities		
Acquisitions of Property and Equipment	0	(900)
Acquisitions of Construction in Progress	763,573	(1,263,633)
Payments on interest	421	(1,761,999)
Payments on Bond Principal	0	(905,000)
Bond and Debt Proceeds	0	(188,117)
Proceeds related to Redevelopment Assets	(670,603)	1,710,608
Advances on FAA and Grant Proceeds	779,052	1,154,622
Total Cash Flows from Capital and Related Financing Activities	872,443	(1,254,418)
Cash Flows from Investing Activities		
Receipts from Interest Income	4,151	33,423
Total Cash Flows from Investing Activities	4,151	33,423
Beginning Cash & Cash Equivalents	9,895,965	9,911,011
Ending Cash & Cash Equivalents	10,328,492	10,980,268

**4-D CONSIDERATION AND APPROVAL TO CLOSE OUT THE VETERANS BRIDGE
FAST LANE PROJECT.**



IMPROVING MORE THAN JUST ROADS

July 12, 2019

Mr. Roberto Casillas
Foremost Paving Inc.
22630 N. FM 88
Elsa, Texas 78543

Re: Final Acceptance and Warranty
Project: Veterans International Bridge – Truck Lane Expansion
County: Cameron

Dear Mr. Casillas:

After a site visit was conducted on June 24, 2019 it was determined that 70 percent of vegetation coverage as per specification was met, therefore, the Cameron County Regional Mobility Authority (CCRMA) has established this day as the effective date of acceptance.

Foremost Paving Inc. will warrant all labor performed and material installed at the above mentioned project, in accordance with the contract, drawings, specifications, alterations and additions for a period of one year commencing on June 24, 2019 and ending on June 24, 2020.

Sincerely,

A handwritten signature in blue ink, appearing to read "Pete Sepulveda, Jr.", is written over the word "Sincerely,".

Pete Sepulveda, Jr.
Executive Director

**4-E CONSIDERATION AND APPROVAL OF ESTIMATED CAMERON COUNTY
BRIDGE MAINTENANCE PROJECTS CONTRACTOR PAY REQUEST FOR THE
MONTH OF JULY 2019 AND AUTHORITY TO RELEASE PAYMENT. (TABLED)**

**4-F CONSIDERATION AND APPROVAL OF SUPPLEMENTAL WORK
AUTHORIZATION NO. 2 TO WORK AUTHORIZATION NO. 9 WITH S&B
INFRASTRUCTURE, LTD., FOR GEC PROFESSIONAL SERVICES FOR THE
MEXICAN AGENCIES COORDINATION.**

**SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO WORK AUTHORIZATION NO. 9**

This Supplemental Work Authorization No. 2 is made as of this 09 day of August 2019, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING CIVIL ENGINEERING SERVICES, dated as of May 10, 2018 (the "Agreement"), between the Cameron County Regional Mobility Authority ("Authority") and S&B Infrastructure, Ltd. ("GEC").

The work to be performed by the GEC under this Supplemental Work Authorization is for the following purpose, consistent with the Services defined in the Agreement: *Professional services including providing Mexican Agencies Coordination.*

Section A. - Scope of Services – No Change

Section B. - Schedule

GEC shall perform the Services and deliver the related Documents according to the schedule as shown on Exhibit C.

Section C. – Compensation

Paragraph C.1 is hereby amended to increase the overall maximum amount from \$37,679.94 to \$56,519.91, an increase of \$18,839.97 based on the attached fee estimate shown on Exhibit D. Compensation shall be in accordance with the Agreement.

C.1. The Authority shall pay the GEC under the following acceptable payment method –
Lump Sum Payment Method.

C.2. Compensation for Additional Services (if any) shall be paid by the Authority to the GEC according to the terms of a future Work Authorization.

Section D. - Authority's Responsibilities – No Change

Section E. - Other Provisions – No Change

Except to the extent expressly modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By: _____

Name: Frank Parker, Jr., Chairman

Date: 8/7

S&B INFRASTRUCTURE, LTD.

By: _____

Name: Daniel O. Rios, PE, President

Date: 7/22/19

LIST OF EXHIBITS

Exhibit C - Work Schedule

Exhibit D - Cost Proposal

EXHIBIT C

Schedule of Work

The **Engineer** will diligently pursue the completion of the **Project** as defined by the milestones and deliverable due dates.

The **Engineer** will inform the **Authority** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established schedule(s) of work.

NOTICE TO PROCEED -- Upon Execution

PROVIDE ALL DELIVERABLES AS STATED IN WORK ORDER --

Binational Coordination	NTP – September 30, 2019
Monthly Meeting Coordination	Throughout Project
Work Authorization Complete	September 30, 2019

PROJECT Mexican Agencies Coordination (thru September 30, 2019)
 CLIENT CORRA
 CONTRACT GEC Contract
 CSJ
 COUNTY Cameron
 S & B JOB NO U2716.905 - BVA2 to W63

07/17/19

EXHIBIT D -- COST PROPOSAL

ACTIVITY CODE		FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	Principal	Quality Manager	Project Manager	Env. Manager	Env. Scientist	Env. Scientist 20	Engineer Structural	Engineer (V)	Engineer (IV)	Engineer (IR)	Senior CADD	CADD Operator (1)	Secretary	TOTAL HRS	FEE	TOTALS
	164		GENERAL COORDINATION for Bid Packaging and Letting																		
			Project Coordination	S & B	BASIC			3											3	\$224.67	
			Mexican Agencies Coordination	CSJ	BASIC															\$16,915.30	
			Sub Total (164 - GENERAL COORDINATION for Bid Packaging and Letting)			0	0	3	0	0	0	0	0	0	0	0	0	0	3		\$18,839.97
			LABOR TOTALS																		
			Total Hours		MULTIPLIER	0	0	3	0	0	0	0	0	0	0	0	0	0	3		\$18,839.97
			OVERHEAD & PROFIT (BIDDER'S PERCENTAGE)			20.00	140.87	174.31	160.00	160.00	80.00	3,680.00	22,400.00	30,720.00	16,000.00	174.30	80.00	80.00	80.00		
			BASIC WAGE - (BIDDER'S PERCENTAGE)			16.00	112.70	141.17	128.00	128.00	64.00	2,944.00	17,920.00	24,576.00	12,800.00	139.44	64.00	64.00	64.00		
			NON LABOR TOTAL																	\$0.00	
			BASIC SERVICE TOTAL																1	10,039.97	
			PROJECT TOTAL																		\$18,839.97

Exhibit D - Cost Proposal

S&B - CCRMA Mexican Agencies Coordination
Cruces y Puentes Internacionales S.A. de C.V.

LABOR

	Project Manager	Admin/ Clerical	Totals
Description	Hours	Hours	Hours
Mexican Agencies Coordination (Binational Coordination Monthly Meeting Coordination, etc. - See Scope of Work)	19	12	31
Total Labor Hours	19	12	31
Rate	\$275.00	\$65.00	
Total Monthly Labor Cost	\$5,225	\$780	\$6,005.00

Total Labor Cost for 3 months (July, August, & September 2019)	\$18,015
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**4-G CONSIDERATION AND RATIFICATION OF INTERLOCAL AGREEMENT
BETWEEN CAMERON COUNTY AND THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY TO PROVIDE GOVERNMENTAL FUNCTIONS AND
SERVICES FOR THE COUNTY ADMINISTRATOR POSITION.**

INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is made and entered into effective as of the Effective Date, hereinafter defined, by and between the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY (the "CCRMA"), a political subdivision of the State of Texas, and CAMERON COUNTY, TEXAS (the "County").

RECITALS

WHEREAS, the CCRMA is a regional mobility authority created pursuant to the request of Cameron County and operating pursuant to Chapter 370 of the Texas Transportation Code (the "RMA Act") and 43 TEX. ADMIN. CODE §§ 26.1 *et seq.* (the "RMA Rules"); and,

WHEREAS, the CCRMA and the County are each units of "local government" as defined in TEX. GOV'T CODE § 791.003(4); and,

WHEREAS, Chapter 791 of the Texas Government Code provides that local governments may contract with each other for the performance of governmental functions and services, administrative functions, and the purchase of goods and services in which the contracting parties are mutually interested; and,

WHEREAS, this Agreement will increase the efficiency and effectiveness of the CCRMA and the County as contemplated by TEX. GOV'T CODE § 791.001; and,

WHEREAS, Pete Sepulveda, Jr., is the Executive Director of the CCRMA; and,

WHEREAS, Mr. Sepulveda has previously served as the Executive Director of the CCRMA and the County Administrator of the County for several years; and,

WHEREAS, the County Administrator position is currently unoccupied, and the County intends to fill that position; and,

WHEREAS, in the interim, the County needs someone to temporarily serve as the County Administrator and believes that Mr. Sepulveda is the most qualified person to temporarily serve as the County Administrator; and,

WHEREAS, by approving this Agreement, the CCRMA and the County determine that this Agreement furthers each of their interests and that this Agreement is therefore in the public interest;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree, as follows:

I.
FINDINGS

1.1. Recitals. The recitals set forth above are incorporated herein for all purposes and are found by the parties to be true and correct. It is further found and determined that the parties have authorized and approved the Agreement by action taken by the CCRMA's Board of Directors and the County's Commissioners Court, and that this Agreement will be in full force and effect when approved by the parties (the "Effective Date").

II.
SERVICES, TERM, AND COMPENSATION

2.1. Provision of Services. The governmental functions and services provided by Mr. Sepulveda to the County under this Agreement shall be pursuant to the job description for the County Administrator most recently approved by the Commissioners Court or as hereafter assigned by the Commissioners Court subject to prior written approval of the CCRMA. The CCRMA and the County hereby find that the foregoing is reasonably required and in the public interest.

2.2. Term and Termination. The primary term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for six (6) months (the "Primary Term"). Subject to the terms and conditions of this Agreement, the County shall have the option to renew this Agreement for three (3) additional terms of six (6) months each. In order to exercise the foregoing option to renew, the County must provide written notice to the CCRMA of the renewal of the Agreement at least thirty (30) days prior to the expiration of the Primary Term. Notwithstanding the foregoing, either party may unilaterally terminate this Agreement at any time by giving the other party at least thirty (30) days prior written notice of its intent to terminate.

2.3. Compensation. In return for the services provided under this Agreement, the County shall pay the CCRMA the amount of \$10,000.00 in monthly installments during the term of this Agreement. Any monies paid by the County shall be paid from the current revenues of the County. The County represents to the CCRMA that the funds for this Agreement are currently budgeted and will be included in each budget for each applicable fiscal year during the term of this Agreement.

III.
GENERAL AND MISCELLANEOUS

3.1. Information. Upon reasonable advance notice, the parties at their own expense may audit each other's books and records that directly relate to the subject matter of this Agreement. Notwithstanding the foregoing and any other provision of this Agreement, each party (the "Receiving Party") shall preserve and maintain the information received from the other party (the "Disclosing Party"). The Disclosing Party shall advise the Receiving Party if any information is confidential and not subject to disclosure. Each party shall at all times act in compliance with applicable laws concerning disclosure. These obligations survive the expiration or termination of this Agreement.

3.2. Subsequent Agreements. Mr. Sepulveda is authorized to enter into subsequent written agreements directly with the County provided that the CCRMA Board of Directors provides its prior written approval for such agreements.

3.3. Indemnification and Insurance. To the extent allowed by law, the County agrees to defend and indemnify Mr. Sepulveda for all losses sustained by Mr. Sepulveda as a direct result of the discharge of his duties under this Agreement provided that such losses are not based on the intentional misconduct, gross negligence, or bad faith of Mr. Sepulveda. To the extent allowed by law, the County agrees to defend and indemnify Mr. Sepulveda for all losses sustained by him as a direct result of any claims that arose before the Effective Date, or that otherwise relate to any action or inaction by any prior County Administrator.

3.4. Working Conditions. The County will provide Mr. Sepulveda with a private office, secretarial services, computer, e-mail services, cellular telephone, and any other facilities and services suitable to the County Administrator position or required for the performance of his duties.

3.5. Conflict. In the event a conflict of interest arises between the CCRMA and the County in Mr. Sepulveda's performance of the services described in section 2.1, this Agreement shall terminate immediately upon written notice by the CCRMA to the County provided that the County does not waive any conflict.

3.6. Notices. All written notices, demands, and other papers or documents to be delivered to either party under this Agreement shall be delivered by courier, hand delivery, or overnight express mail service, to:

To the CCRMA: Cameron County Regional Mobility Authority
 3461 Carmen Ave.
 Rancho Viejo, Texas 78575
 Attn: CCRMA Chairman Frank Parker, Jr.

To the County: Cameron County
 1100 East Monroe St.
 Brownsville, TX 78520
 Attn: Cameron County Judge Eddie Trevino, Jr.

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

3.8. Entire Agreement. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the subject matter hereof. This Agreement may not be amended or modified except in writing and executed by both parties to this Agreement and authorized by the CCRMA's Board of Directors and the County's Commissioners Court.

3.9. Assignability. Neither this Agreement nor any right, duty, obligation, or interest hereunder may be assigned or delegated by one party hereto without the prior written consent of the other party hereto.

3.10. Severability. If any provision of this Agreement, or the application thereof, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights

and obligations of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent permitted by applicable law, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

3.11. Other Services. Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the parties to undertake or not to undertake any other service, or to provide or not to provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both parties.

3.12. Governmental Immunity. The parties acknowledge that this Agreement provides for the provision of goods and services and is subject to TEX. LOC. GOV'T CODE, Sec. 271.151, et. seq. Subject thereto, nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the parties nor to create any legal rights or claims on behalf of any third party. Neither of the parties waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

3.13. Relationship of the Parties. Nothing in this Agreement is intended to create, nor shall be deemed or construed by the parties or by any third party as creating the relationship of principal and agent, partnership, or joint venture between the parties and/or any other party. Without limiting the foregoing, the purposes for which the parties have entered into this Agreement are separate and distinct, and there are no pecuniary interests, common purposes and/or equal rights of control between the parties hereto. Each party agrees it is responsible for its negligent actions and the negligent actions of its contractors, employees, representative, and agents. Neither party waives any powers, rights or defenses it may have under applicable law.

3.14. No Third-Party Beneficiaries. This Agreement is entered into for the sole benefit of the parties and their respective successors. Nothing in this Agreement nor in any approval subsequently provided by either party hereto will be construed as giving any benefits, rights, remedies, or claims to any other person, firm, corporation, or other entity, including, without limitation, the public in general or any member thereof, any contractor of either party, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement. In the event that the approval by a third party of this Agreement is required by law, obtaining such third party's approval does not demonstrate an intent by either party or either party's successors to make such third party a third-party beneficiary of this Agreement. Both parties disclaim any intent to have any third-party beneficiaries to this Agreement to the fullest extent allowed by law.

3.15. Successors and Assigns. This Agreement shall bind and shall be for the sole and exclusive benefit of the parties and their legal successors, except as provided herein. Other than as provided in the preceding sentence, neither party shall assign, sublet or transfer its respective interest in this Agreement without the prior written consent of the other party to this Agreement. Any assignment in violation of this paragraph shall be void and shall constitute a default under this Agreement.

3.16. Limitations. All covenants and obligations of the parties under this Agreement shall be deemed valid covenants and obligations of said entities, and no officer, director, or employee of the

parties shall have any personal obligations or liability hereunder. Venue for any cause of action arising out of or related to this Agreement shall be in Cameron County, Texas.

3.17. Authorization. Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution delivery or performance of this Agreement. Each signatory on behalf of the parties, as applicable, represents that he or she is fully authorized to bind that entity to the terms of this Agreement.

3.18. Interpretation. In the event of a question as to the interpretation of any provision of this Agreement, the provision shall not be construed against the drafting party.

3.19. Waiver. No delay or omission by either party hereto to exercise any right or power hereunder shall impair such right or power or be construed as a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained. No course of dealing between the parties will be a waiver of a right, remedy, or condition under this Agreement.

3.20. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one single agreement between the parties.

3.21. Headings. The article and section headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation hereof.

3.22. Entire Agreement. This Agreement when executed constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no representations, understandings or agreements relative hereto which are not fully expressed in this Agreement.

(Signature Page to Follow)

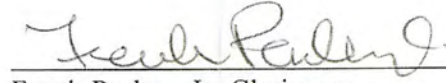
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below, to be effective on the date listed above.

ATTEST:



Arturo A. Nelson
Secretary


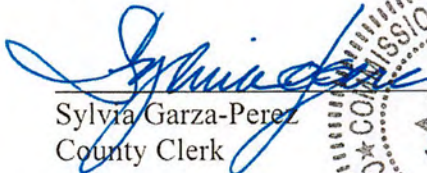
CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY



Frank Parker, Jr, Chairman

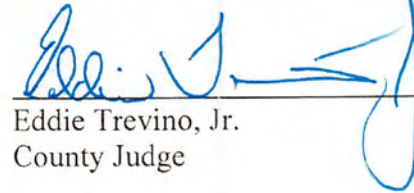
Date: 7/22/19

ATTEST:



Sylvia Garza-Perez
County Clerk

CAMERON COUNTY



Eddie Trevino, Jr.
County Judge

Date: _____

**4-H CONSIDERATION AND APPROVAL OF INTERLOCAL AGREEMENT
BETWEEN CAMERON COUNTY AND THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY FOR THE PREPARATION OF A MASTER PLAN FOR
THE CAMERON COUNTY INTERNATIONAL BRIDGE SYSTEM. (TABLED)**

**4-I CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NO. 1 WITH
A-TO-BE USA, LLC FOR THE SYSTEM INTEGRATION, IMPLEMENTATION
AND MAINTENANCE OF THE CAMERON COUNTY INTERNATIONAL BRIDGE
SYSTEM PROJECT.**

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

**WORK AUTHORIZATION NO. 01
TOLL COLLECTION SYSTEM INTEGRATION, IMPLEMENTATION, AND
MAINTENANCE – CAMERON COUNTY INTERNATIONAL BRIDGE SYSTEM**

This Work Authorization No. 01 is made pursuant to the terms and conditions of the TOLL COLLECTION SYSTEM INTEGRATION, IMPLEMENTATION, AND MAINTENANCE AGREEMENT, effective June 28, 2019, hereinafter identified as the "Agreement", entered into by and between Cameron County Regional Mobility Authority (CCRMA) and A-to-Be USA, LLC, an Illinois limited liability company (Contractor). The Agreement is incorporated by reference as if fully set forth herein.

PART I. SCOPE OF SERVICES

1.1 COMMENCEMENT OF PHASE 1. The Contractor shall proceed with Phase 1 Implementation, which consists generally of the products and services required for integration of the User Fee System as further described in Attachment A - Cameron County International Bridge System Scope of Services along with any other products or services reasonably required, upon the issuance of Notice to Proceed 1 ("NTP 1") by the CCRMA.

1.2 PHASE 1 IMPLEMENTATION LIQUIDATED DAMAGES.

(a) It is a material term and condition of the Agreement and Work Authorization No. 01 that the User Fee System be delivered, installed and placed into operation on the Project by no later than the Date of Milestone Completion set forth in Attachment B – Milestone Schedule.

(b) The parties acknowledge and agree that damages for such default on the part of the Contractor will be difficult to determine and that the maximum amount of liquidated damages payable to the CCRMA under this Section have been agreed to by the parties as a reasonable estimate of the CCRMA's economic loss. The Contractor expressly acknowledges and agrees that the liquidated damages under this Section constitute a reasonable forecast of just compensation.

(c) Failure to timely complete Phase 1 by the Guaranteed Date shall result in liquidated damages being assessed by the CCRMA at a rate of \$3,600 per calendar day, unless specific time extensions have been requested by the Contractor and approved by CCRMA, at its sole discretion. Contractor agrees that the reasonable forecast of just compensation in the amount of \$3,600 per calendar day constitutes a prima facie showing itself by the CCRMA of injury caused by Contractor's failure to timely complete Phase 1 by the Guaranteed Date. CCRMA reserves the right to deduct the amount of liquidated damages from any funds due the Contractor. If retained funds or other funds due the Contractor are not sufficient to cover the liquidated damages, the Contractor or Surety shall promptly pay the amount due. The Contractor's maximum liability under this Section over the term of this Agreement shall be capped at 25% of the total amount set forth in Attachment C – Price Schedule.

(d) Nothing contained in this section shall be construed as limiting the rights of CCRMA to additionally recover from the Contractor damages, specific performance, or any other available remedy including, but not limited to, any or all payments which become due to CCRMA for other reasons such as improper performance, failure to perform or breach of contract in any other respect of the entire Project, including, but not limited to, defective workmanship, equipment or materials.

1.3 COMMENCEMENT OF PHASE 2. The Contractor shall proceed with Phase 2 Maintenance, which consists generally of the products and services required for maintenance of the Toll Collection System as further described in Attachment A – Cameron County International Bridge System Scope of Services along with any other products or services reasonably required, upon the issuance of Notice to Proceed 2 ("NTP 2") by the CCRMA.

PART II. INVOICING AND PAYMENT

2.1 PHASE I INVOICING AND PAYMENT. The price proposal, set forth in Attachment C – Price Schedule, which was accepted by the CCRMA, as a not to exceed amount without prior written approval from the CCRMA Board of Directors, along with the Attachment B – Milestone Schedule hereto the following process shall apply to invoicing and payment:

(a) Milestone Payments:

(1) CCRMA's payment of the Milestone Payments shall be made based upon the Milestone Payment structure set forth in Attachment B – Milestone Schedule hereto. Within fifteen (15) business days after the CCRMA's receipt of a complete Milestone Draw Request pursuant to Section 2.1(b) below, the CCRMA will review the Milestone Draw Request and shall notify the Contractor of the amount approved for payment and the reason for disapproval of any remaining invoiced amounts or of any other information set forth in the Milestone Draw Request. On the later to occur of forty five (45) days after the CCRMA's approval of a Milestone Draw Request or the CCRMA's receipt of sufficient funding for such Milestone Draw Request, the CCRMA shall pay Contractor the amount approved for payment in respect of such request.

(b) Delivery of Milestone Draw Request

(1) Contractor may submit a Milestone Draw Request for Milestone Payments not more frequently than monthly. To request a Milestone Payment, Contractor shall deliver to the CCRMA one electronic copy of a Milestone Draw Request meeting all requirements specified herein except as otherwise approved in writing by the CCRMA.

(c) Contents of Milestone Draw Request

(1) Each Milestone Draw Request shall contain the following items:

(a) Description of the status of all completed Milestones, as of the date of the Milestone Draw Request;

(b) Payments which are then due in accordance with the Milestone Payment structure, as of the date of the Milestone Draw Request;

(c) Certification by the Contractor that all requirements which are the subject of the Milestone Draw Request fully comply with the requirements of the Agreement Documents subject to any exceptions identified in the certification;

(d) Any and all deliverables and supporting documents, as required by the CCRMA to support and substantiate the amount requested, for each Milestone Payment;

2.2 PAYMENT TERMS PHASE II MAINTENANCE.

(a) Within ten (10) days of the last day of each month, Contractor shall deliver to the CCRMA one copy of a Maintenance Price Draw Request for the Monthly Fee meeting all requirements specified herein except as otherwise approved in writing by the CCRMA. Each Maintenance Price Draw Request shall be executed by a designated and authorized representative of Contractor appointed by Contractor to have such authority in accordance with this Agreement. Contractor acknowledges that the CCRMA may obtain funding for portions of Phase 2 Maintenance from the federal government, local agencies and other third parties, and Contractor agrees to segregate Maintenance Price Draw Requests for all such work in a format reasonably requested by the CCRMA and with detail and information as reasonably requested by the CCRMA.

(b) Each Maintenance Price Draw Request must contain the following items:

(1) Monthly Maintenance Report;

(c) Within fifteen (15) business days after the CCRMA's receipt of a complete Maintenance Price Draw Request, the CCRMA will review the Maintenance Price Draw Request, as applicable, and all attachments and certificates thereto for conformity with the requirements of the Agreement Documents, and shall notify Contractor of the amount approved for payment and the reason for disapproval of any remaining invoiced amounts or of any other information set forth in the Maintenance Price Draw Request. On the later to occur of forty five (45) days after the CCRMA's approval of a Maintenance Price Draw Request or the CCRMA's receipt of sufficient funding for such Milestone Draw Request, the CCRMA shall pay Contractor the amount approved for payment in respect of such request.

(d) In the event the CCRMA, in good faith, disputes any invoiced amount, the CCRMA shall have the right to withhold or deduct payment of such disputed amount without incurring any interest provided that the CCRMA has provided the Contractor with written notice of the amount in dispute and the reason therefore. No greater than thirty (30) days after Contractor's receipt of written notice of the amount and reason for withholding or deducting payment, the parties will work together in good faith to settle the invoice dispute. If the parties cannot agree on such dispute, such dispute will be handled in accordance with the Agreement.

(e) In the event the performance of Phase 2 Maintenance is not in conformity with the requirements specified in the Agreement Documents, the Monthly Fee due for the subsequent month in which the event occurred will be withheld without incurring any interest charges until such time as the

Contractor corrects or otherwise rectifies the nonconformity. The CCRMA reserves the right to withhold all or a portion of such Monthly Fee, depending on the severity of the problem. The CCRMA shall give notice and a full description of the problem to the Contractor prior to withholding the payment. If the Contractor does not agree with the CCRMA's decision to withhold such payments, such dispute will be handled in accordance with the Agreement.

PART III. TERM OF WORK AUTHORIZATION.

3.1 TERM.

Unless otherwise terminated pursuant to the Agreement, the initial term of this Work Authorization shall commence on the Effective Date hereof, ending on the date occurring five (5) years from the date NTP 2 is issued. At the sole discretion of the CCRMA, this Agreement may be renewed for a period of five (5) additional years, upon the same terms and conditions stated in the Agreement Documents.

PART IV. SECURITY FOR PAYMENT AND FOR PERFORMANCE.

4.1 INSURANCE AND BOND REQUIREMENTS.

In accordance with the requirements of Article 16 and Article 21 of the Agreement, the Contractor shall supply the required insurance and bond requirements within 15 days of this executed work authorization and prior to commencing work. The Contractor shall only supply the necessary bond requirements for Phase I of this work authorization.

PART V. PERFORMANCE REQUIREMENTS AND SERVICE LEVEL AGREEMENTS.

5.1 PERFORMANCE REQUIREMENTS AND SERVICE LEVEL AGREEMENTS

The Contractor expressly acknowledges as a material term and condition the performance requirements set forth herein and further described in Attachment D – Performance Requirements, for the products and services required for the implementation and integration of the Cameron County Parks System further described in Attachment A – Cameron County International Bridge System Scope of Services.

PART VI. MISCELLANEOUS.

6.1 In the event of a question as to the interpretation of any provision of the Agreement or Work Authorization, the provision shall not be construed against the drafting party.

6.2 In the event any one or more of the provisions contained in Work Authorization shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Work Authorization shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.3 Time is of the essence and any obligation under this Work Authorization or the Agreement shall be completed in a timely manner.

6.4 All other terms and conditions of the Agreement shall remain in full force and effect.

This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement and is hereby accepted and acknowledged below

CONTRACTOR:

A-to-Be USA, LLC.
MOBILITY

CCRMA:

CAMERON COUNTY REGIONAL
AUTHORITY

By: _____

Jason Wall, CEO

By: _____

Frank Parker Jr, Chairman

- 4-J CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NO. 2 WITH
A-TO-BE USA, LLC FOR THE SYSTEM INTEGRATION, IMPLEMENTATION
AND MAINTENANCE OF THE CAMERON COUNTY PARKS SYSTEM
PROJECT.**

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

WORK AUTHORIZATION NO. 02

TOLL COLLECTION SYSTEM INTEGRATION, IMPLEMENTATION, AND
MAINTENANCE – CAMERON COUNTY PARKS USER FEE SYSTEM

This Work Authorization No. 02 is made pursuant to the terms and conditions of the TOLL COLLECTION SYSTEM INTEGRATION, IMPLEMENTATION, AND MAINTENANCE AGREEMENT, effective June 28, 2019, hereinafter identified as the "Agreement", entered into by and between Cameron County Regional Mobility Authority (CCRMA) and A-to-Be USA, LLC, an Illinois limited liability company (Contractor). The Agreement is incorporated by reference as if fully set forth herein.

PART I. SCOPE OF SERVICES

1.1 COMMENCEMENT OF PHASE 1. The Contractor shall proceed with Phase 1 Implementation, which consists generally of the products and services required for integration of the User Fee System as further described in Attachment A - Cameron County Parks Scope of Services along with any other products or services reasonably required, upon the issuance of Notice to Proceed 1 ("NTP 1") by the CCRMA.

1.2 PHASE 1 IMPLEMENTATION LIQUIDATED DAMAGES.

(a) It is a material term and condition of the Agreement and Work Authorization No. 02 that the User Fee System be delivered, installed and placed into operation on the Project by no later than the Date of Milestone Completion set forth in Attachment B – Milestone Schedule.

(b) The parties acknowledge and agree that damages for such default on the part of the Contractor will be difficult to determine and that the maximum amount of liquidated damages payable to the CCRMA under this Section have been agreed to by the parties as a reasonable estimate of the CCRMA's economic loss. The Contractor expressly acknowledges and agrees that the liquidated damages under this Section constitute a reasonable forecast of just compensation.

(c) Failure to timely complete Phase 1 by the Guaranteed Date shall result in liquidated damages being assessed by the CCRMA at a rate of \$3,600 per calendar day, unless specific time extensions have been requested by the Contractor and approved by CCRMA, at its sole discretion. Contractor agrees that the reasonable forecast of just compensation in the amount of \$3,600 per calendar day constitutes a prima facie showing itself by the CCRMA of injury caused by Contractor's failure to timely complete Phase 1 by the Guaranteed Date. CCRMA reserves the right to deduct the amount of liquidated damages from any funds due the Contractor. If retained funds or other funds due the Contractor are not sufficient to cover the liquidated damages, the Contractor or Surety shall promptly pay the amount due. The Contractor's maximum liability under this Section over the term of this Agreement shall be capped at 25% of the total amount set forth in Attachment C – Price Schedule.

(d) Nothing contained in this section shall be construed as limiting the rights of CCRMA to

additionally recover from the Contractor damages, specific performance, or any other available remedy including, but not limited to, any or all payments which become due to CCRMA for other reasons such as improper performance, failure to perform or breach of contract in any other respect of the entire Project, including, but not limited to, defective workmanship, equipment or materials.

1.3 COMMENCEMENT OF PHASE 2. The Contractor shall proceed with Phase 2 Maintenance, which consists generally of the products and services required for maintenance of the Toll Collection System as further described in Attachment A – Cameron County Parks Scope of Services along with any other products or services reasonably required, upon the issuance of Notice to Proceed 2 ("NTP 2") by the CCRMA.

PART II. INVOICING AND PAYMENT

2.1 PHASE I INVOICING AND PAYMENT. The price proposal, set forth in Attachment C – Price Schedule, which was accepted by the CCRMA, as a not to exceed amount without prior written approval from the CCRMA Board of Directors, along with the Attachment B – Milestone Schedule hereto the following process shall apply to invoicing and payment:

(a) Milestone Payments:

(1) CCRMA's payment of the Milestone Payments shall be made based upon the Milestone Payment structure set forth in Attachment B – Milestone Schedule hereto. Within fifteen (15) business days after the CCRMA's receipt of a complete Milestone Draw Request pursuant to Section 2.1(b) below, the CCRMA will review the Milestone Draw Request and shall notify the Contractor of the amount approved for payment and the reason for disapproval of any remaining invoiced amounts or of any other information set forth in the Milestone Draw Request. On the later to occur of forty five (45) days after the CCRMA's approval of a Milestone Draw Request or the CCRMA's receipt of sufficient funding for such Milestone Draw Request, the CCRMA shall pay Contractor the amount approved for payment in respect of such request.

(b) Delivery of Milestone Draw Request

(1) Contractor may submit a Milestone Draw Request for Milestone Payments not more frequently than monthly. To request a Milestone Payment, Contractor shall deliver to the CCRMA one electronic copy of a Milestone Draw Request meeting all requirements specified herein except as otherwise approved in writing by the CCRMA.

(c) Contents of Milestone Draw Request

(1) Each Milestone Draw Request shall contain the following items:

(a) Description of the status of all completed Milestones, as of the date of the Milestone Draw Request;

(b) Payments which are then due in accordance with the Milestone Payment structure, as of the date of the Milestone Draw Request;

(c) Certification by the Contractor that all requirements which are the subject of the Milestone Draw Request fully comply with the requirements of the Agreement Documents subject to any exceptions identified in the certification;

(d) Any and all deliverables and supporting documents, as required by the CCRMA to support and substantiate the amount requested, for each Milestone Payment;

2.2 PAYMENT TERMS PHASE II MAINTENANCE.

(a) Within ten (10) days of the last day of each month, Contractor shall deliver to the CCRMA one copy of a Maintenance Price Draw Request for the Monthly Fee meeting all requirements specified herein except as otherwise approved in writing by the CCRMA. Each Maintenance Price Draw Request shall be executed by a designated and authorized representative of Contractor appointed by Contractor to have such authority in accordance with this Agreement. Contractor acknowledges that the CCRMA may obtain funding for portions of Phase 2 Maintenance from the federal government, local agencies and other third parties, and Contractor agrees to segregate Maintenance Price Draw Requests for all such work in a format reasonably requested by the CCRMA and with detail and information as reasonably requested by the CCRMA.

(b) Each Maintenance Price Draw Request must contain the following items:

(1) Monthly Maintenance Report;

(c) Within fifteen (15) business days after the CCRMA's receipt of a complete Maintenance Price Draw Request, the CCRMA will review the Maintenance Price Draw Request, as applicable, and all attachments and certificates thereto for conformity with the requirements of the Agreement Documents, and shall notify Contractor of the amount approved for payment and the reason for disapproval of any remaining invoiced amounts or of any other information set forth in the Maintenance Price Draw Request. On the later to occur of forty five (45) days after the CCRMA's approval of a Maintenance Price Draw Request or the CCRMA's receipt of sufficient funding for such Milestone Draw Request, the CCRMA shall pay Contractor the amount approved for payment in respect of such request.

(d) In the event the CCRMA, in good faith, disputes any invoiced amount, the CCRMA shall have the right to withhold or deduct payment of such disputed amount without incurring any interest provided that the CCRMA has provided the Contractor with written notice of the amount in dispute and the reason therefore. No greater than thirty (30) days after Contractor's receipt of written notice of the amount and reason for withholding or deducting payment, the parties will work together in good faith to settle the invoice dispute. If the parties cannot agree on such dispute, such dispute will be handled in accordance with the Agreement.

(e) In the event the performance of Phase 2 Maintenance is not in conformity with the requirements specified in the Agreement Documents, the Monthly Fee due for the subsequent month in which the event occurred will be withheld without incurring any interest charges until such time as the Contractor corrects or otherwise rectifies the nonconformity. The CCRMA reserves the right to withhold all or a portion of such Monthly Fee, depending on the severity of the problem. The CCRMA shall give notice and a full description of the problem to the Contractor prior to withholding the payment. If the

Contractor does not agree with the CCRMA's decision to withhold such payments, such dispute will be handled in accordance with the Agreement.

PART III. TERM OF WORK AUTHORIZATION.

3.1 TERM.

Unless otherwise terminated pursuant to the Agreement, the initial term of this Work Authorization shall commence on the Effective Date hereof, ending on the date occurring five (5) years from the date NTP 2 is issued. At the sole discretion of the CCRMA, this Agreement may be renewed for a period of five (5) additional years, upon the same terms and conditions stated in the Agreement Documents.

PART IV. SECURITY FOR PAYMENT AND FOR PERFORMANCE.

4.1 INSURANCE AND BOND REQUIREMENTS.

In accordance with the requirements of Article 16 and Article 21 of the Agreement, the Contractor shall supply the required insurance and bond requirements within 15 days of this executed work authorization and prior to commencing work. The Contractor shall only supply the necessary bond requirements for Phase 1 of this work authorization.

PART V. PERFORMANCE REQUIREMENTS AND SERVICE LEVEL AGREEMENTS.

5.1 PERFORMANCE REQUIREMENTS AND SERVICE LEVEL AGREEMENTS

The Contractor expressly acknowledges as a material term and condition the performance requirements set forth herein and further described in Attachment D – Performance Requirements, for the products and services required for the implementation and integration of the Cameron County Parks System further described in Attachment A – Cameron County Parks Scope of Services.

PART VI. MISCELLANEOUS.

6.1 In the event of a question as to the interpretation of any provision of the Agreement or Work Authorization, the provision shall not be construed against the drafting party.

6.2 In the event any one or more of the provisions contained in Work Authorization shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Work Authorization shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.3 Time is of the essence and any obligation under this Work Authorization or the Agreement shall be completed in a timely manner.

6.4 All other terms and conditions of the Agreement shall remain in full force and effect.

This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement and is hereby accepted and acknowledged below

CONTRACTOR:

A-to-Be USA, LLC.
MOBILITY

CCRMA:

CAMERON COUNTY REGIONAL
AUTHORITY

By: _____

Jason Wall, CEO

By: _____

Frank Parker Jr, Chairman

- 4-K CONSIDERATION AND APPROVAL OF A RESOLUTION AND AN ADVANCE FUNDING AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE VETERANS BRIDGE CBP PRIMARY LANE EXPANSION PROJECT.**

TxDOT:		Federal Highway Administration:	
CSJ #	0921-06-313	CFDA No.	20.205
District #	21 – Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	60338		
Project Name	Veterans International Crossing	AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
Surface Transportation Block Grant Project
Off-System**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **Cameron County Regional Mobility Authority**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115291** authorizing the State to undertake and complete a highway improvement generally described as **Expansion of primary lanes for passenger vehicles at Veterans International Bridge Port of Entry** (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance dated **August 9, 2019**, which is attached to and made a part of this Agreement as Attachment A, Resolution or Ordinance, for the improvement covered by this Agreement. A map showing the Project location appears in Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

TxDOT:		Federal Highway Administration:	
CSJ #	0921-06-313	CFDA No.	20.205
District #	21 – Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	60338		
Project Name	Veterans International Crossing	AFA Not Used For Research & Development	

AGREEMENT

1. Responsible Parties:

The parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	N/A	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	Local Government	Construction Responsibilities	Article 12
5.	N/A	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

Expansion of primary inspection lanes for passenger vehicles at the Veterans International Bridge Crossing by constructing 4 northbound lanes as shown on Attachment B.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is **\$13,057,371** as shown in Attachment C, Project Budget, (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. The State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the

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- Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
 - D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
 - E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. Where Special Approval has been granted by the State under 43 TAC §15.52, the Local Government shall only in that instance be responsible for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
 - F. If the Project has been approved for a specified percentage or a periodic payment non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the specified percentage or the periodic payment schedule.
 - G. When Special Approval has been granted by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of those amounts.
 - H. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
 - I. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
 - J. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
 - K. The State will not pay interest on any funds provided by the Local Government.

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- L. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- M. If the Local government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- N. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- O. Upon completion of the Project, where Special Approval has been granted by the State under 43 TAC 15.52, the State will perform a final accounting of the Project costs. Any funds due by the Local Government, the State, or the federal government will be promptly paid by the owing party.
- P. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement 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.
- Q. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

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6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

9. 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. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

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 standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

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11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. 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 to it. 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 (AASHTO) design standards.

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 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. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. 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 that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- F. 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 the

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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.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

15. 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.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
Cameron County Regional Mobility Authority ATTN: Chairman 3461 Carmen Avenue Rancho Viejo, Texas 78575	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. 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 notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability

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shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. 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.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement standards established in Title 49 CFR §18.36, to the property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

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24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

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1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

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- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

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- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance:
The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$ _____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above.

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The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS

DocuSigned by:

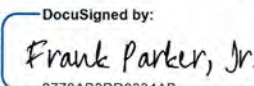
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 Signature

Kenneth Stewart
 Typed or Printed Name

Director of Contract Services
 Typed or Printed Title

8/21/2019
 Date

THE LOCAL GOVERNMENT

DocuSigned by:

 2776AB9DD6934AB...
 Signature

Frank Parker, Jr.
 Typed or Printed Name

Chairman
 Typed or Printed Title

8/20/2019
 Date

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ATTACHMENT A RESOLUTION OR ORDINANCE

THE STATE OF TEXAS
COUNTY OF CAMERON

RESOLUTION

BE IT RESOLVED THAT ON THE 9TH DAY OF AUGUST PRIL, 2019, THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY CONVENED IN REGULAR SLESSION, AND UPON THE REQUEST OF THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS, THE FOLLOWING ITEM WAS OFFERED AND ADOPTED, TO WIT:

"CONSIDERATION AND APPROVAL OF A RESOLUTION AND AN ADVANCE FUNDING AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE VETERANS BRIDGE PROJECT"

WHEREAS: Cameron County Regional Mobility Authority is in the process of entering into an Advance Funding Agreement with the Texas Department of Transportation for the construction of the Customs and Border Protection Primary Expansion lane Project at the Veterans Bridge at Los Tomates; and

WHEREAS: Cameron County Regional Mobility Authority by this Resolution authorizes the Chairman to execute an Advance Funding Agreement for the Customs and Border Protection Primary Expansion lane Project at the Veterans Bridge at Los Tomates; and

WHEREAS: this Advance Funding Agreement will fund the above mentioned tasks for the Customs and Border Protection Primary Expansion lane Project at the Veterans Bridge at Los Tomates Project.


NOW THEREFORE BE IT FURTHER PROCLAIMED, that the Cameron County Regional Mobility Authority Board of Directors approves the Advance Funding Agreement and authorizes the Chairman to execute said Advance Funding Agreement and any other documents needed.

Passed, Approved and Adopted on this 9th day of August, 2019.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

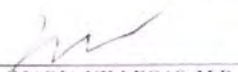

FRANK PARKER, JR.
CHAIRMAN


MICHAEL F. SCHIEF
VICE CHAIRMAN


AL VILLARREAL
TREASURER


ARTURO A. NELSON
SECRETARY


MARK ESPARZA
DIRECTOR


MARIA VILLEGAS, M.D.
DIRECTOR

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ATTACHMENT B

LOCATION MAP SHOWING PROJECT



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ATTACHMENT C PROJECT BUDGET

The total cost of construction and construction engineering is \$12,000,000. Of this amount, \$6,849,786 includes a combination of Category 7 (Surface Transportation Block Grant) federal funds, state funds and local funds. Considering a 71% Economically Disadvantaged County Program reduction to the project's construction and construction engineering costs, the federal share is 80%, the state share is 14.2% and the local government share is 5.8% for these costs. The Local Government will be responsible for 100% of the Preliminary Engineering (PE), direct state costs for environmental, ROW, engineering, utility and all project costs exceeding the approved federal funding. The following is an estimated breakdown of the project costs and funding participation:

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Preliminary Engineering (by LG)	\$356,435	0%	\$0	0%	0%	\$0	100%	100%	\$356,435
Construction (by LG) Cat 7	\$6,149,786	80%	\$4,919,829	0%	14.2%	\$873,270	20%	5.8%	\$356,688
Construction (by LG) 100% Local	\$5,150,214	0%	\$0	0%	0%	\$0	100%	100%	\$5,150,214
Construction Engineering (by LG) Cat.7	\$560,000	80%	\$448,000	0%	14.2%	\$79,520	20%	5.8%	\$32,480
Subtotal	\$12,216,435		\$5,367,829			\$952,790			\$5,895,817
Environmental Direct State Costs	\$16,040	0%	\$0	0%	0%	\$0	100%	100%	\$16,040
Right of Way Direct State Costs (District review and oversight)	\$5,347	0%	\$0	0%	0%	\$0	100%	100%	\$5,347
Engineering Direct State Costs	\$26,733	0%	\$0	0%	0%	\$0	100%	100%	\$26,733
Utility Direct State Costs	\$5,347	0%	\$0	0%	0%	\$0	100%	100%	\$5,347
Construction Direct State Costs (State review and oversight of Construction Engineering) Cat 7	\$140,000	80%	\$112,000	0%	14.2%	\$19,880	20%	5.8%	\$8,120
Indirect State Costs (5.33%)	\$647,471	0%	\$0	100%	100%	\$647,471	0%	0%	\$0
Subtotal	\$840,936		\$112,000			\$667,351			\$61,585
TOTAL	\$13,057,371		\$5,479,829			\$1,620,141			\$5,957,402

Initial payment by the Local Government to the State: **\$53,465**
Payment by the Local Government to the State before construction: **\$ 8,120**
Estimated total payment by the Local Government to the State: **\$61,585**
This is an estimate. The final amount of Local Government participation will be based on actual costs.

**4-L CONSIDERATION AND APPROVAL OF A RESOLUTION AND AN ADVANCE
FUNDING AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY AND THE TEXAS DEPARTMENT OF
TRANSPORTATION FOR THE INDIANA AVENUE PROJECT.**

TxDOT:		Federal Highway Administration:	
CSJ #	0921-06-305	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	60338		
Project Name	Indiana Avenue On Indiana Avenue, 0.1 miles north of California Road to 0.62 miles north of FM 1419 (Southmost Road)	AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Surface Transportation Block Grant Project
Off-System

THIS AGREEMENT is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **Cameron County Regional Mobility Authority**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115291** authorizing the State to undertake and complete a highway improvement generally described as **preliminary engineering for the realignment and construction of Indiana Avenue as a 2 lane rural roadway from 0.1 miles north of California Road to 0.62 miles north of FM 1419 (Southmost Road)** for an authorized cost of \$391,656. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance dated **08/09/2019**, which is attached to and made a part of this Agreement as Attachment A, Resolution or Ordinance, for the improvement covered by this Agreement. A map showing the Project location appears in Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

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NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

The parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	N/A	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	N/A	Construction Responsibilities	Article 12
5.	N/A	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The **Local Government will prepare the preliminary engineering which includes schematic and environmental document for the realignment and construction of Indiana Avenue as a 2 lane rural roadway from 0.1 miles north of California Road to 0.62 miles north of FM 1419 (Southmost Road) as shown on Attachment B.**

4. Project Sources and Uses of Funds

The total estimated cost of the Project is **\$391,656** as shown in Attachment C, Project Budget, (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the

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- Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. The State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. Where Special Approval has been granted by the State under 43 TAC §15.52, the Local Government shall only in that instance be responsible for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
- F. If the Project has been approved for a specified percentage or a periodic payment non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the specified percentage or the periodic payment schedule.
- G. When Special Approval has been granted by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of those amounts.
- H. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government

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- shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- I. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
 - J. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
 - K. The State will not pay interest on any funds provided by the Local Government.
 - L. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
 - M. If the Local government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
 - N. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
 - O. Upon completion of the Project, where Special Approval has been granted by the State under 43 TAC 15.52, the State will perform a final accounting of the Project costs. Any funds due by the Local Government, the State, or the federal government will be promptly paid by the owing party.
 - P. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement 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.
 - Q. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

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5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

9. 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. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.

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- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

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 standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. 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 to it. 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 (AASHTO) design standards.

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 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. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. 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

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contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- F. 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 the 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.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

15. 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.

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16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
Cameron County Regional Mobility Authority ATTN: Chairman 3461 Carmen Avenue Rancho Viejo, Texas 78575	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. 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 notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. 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.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative

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bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement standards established in Title 49 CFR §18.36, to the property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in

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the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

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- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

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- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not

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do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

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- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

TxDOT:		Federal Highway Administration:	
CSJ #	0921-06-305	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	60338		
Project Name	Indiana Avenue On Indiana Avenue, 0.1 miles north of California Road to 0.62 miles north of FM 1419 (Southmost Road)	AFA Not Used For Research & Development	

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS

DocuSigned by:

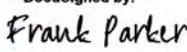
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 Signature

Kenneth Stewart
 Typed or Printed Name

Director of Contract Services
 Typed or Printed Title

8/20/2019
 Date

THE LOCAL GOVERNMENT

DocuSigned by:

 2770AB3DB0394AB...
 Signature

Frank Parker, Jr.
 Typed or Printed Name

Chairman
 Typed or Printed Title

8/15/2019
 Date

TxDOT:		Federal Highway Administration:	
CSJ #	0921-06-305	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	60338		
Project Name	Indiana Avenue On Indiana Avenue, 0.1 miles north of California Road to 0.62 miles north of FM 1419 (Southmost Road)	AFA Not Used For Research & Development	

ATTACHMENT A RESOLUTION OR ORDINANCE

THE STATE OF TEXAS
COUNTY OF CAMERON

RESOLUTION

BE IT RESOLVED THAT ON THE 9TH DAY OF AUGUST PRIL, 2019, THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY CONVENED IN REGULAR SESSION, AND UPON THE REQUEST OF THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS, THE FOLLOWING ITEM WAS OFFERED AND ADOPTED, TO WIT:

"CONSIDERATION AND APPROVAL OF A RESOLUTION AND AN ADVANCE FUNDING AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE INDIANA ROAD PROJECT"

WHEREAS: Cameron County Regional Mobility Authority is in the process of entering into an Advance Funding Agreement with the Texas Department of Transportation to prepare the schematic and environmental document for the construction of Indiana Road; and

WHEREAS: Cameron County Regional Mobility Authority by this Resolution authorizes the Chairman to execute an Advance Funding Agreement to prepare the schematic and environmental document for the construction of Indiana Road; and

WHEREAS: this Advance Funding Agreement will fund the above mentioned tasks for the Indiana Road Project.

NOW THEREFORE BE IT FURTHER PROCLAIMED, that the Cameron County Regional Mobility Authority Board of Directors approves the Advance Funding Agreement and authorizes the Chairman to execute said Advance Funding Agreement and any other documents needed.


Passed, Approved and Adopted on this 9th day of August, 2019.


CAMERON COUNTY REGIONAL MOBILITY AUTHORITY


FRANK PARKER, JR.
CHAIRMAN


MICHAEL F. SCATENA
VICE CHAIRMAN


ARTURO A. NELSON
SECRETARY

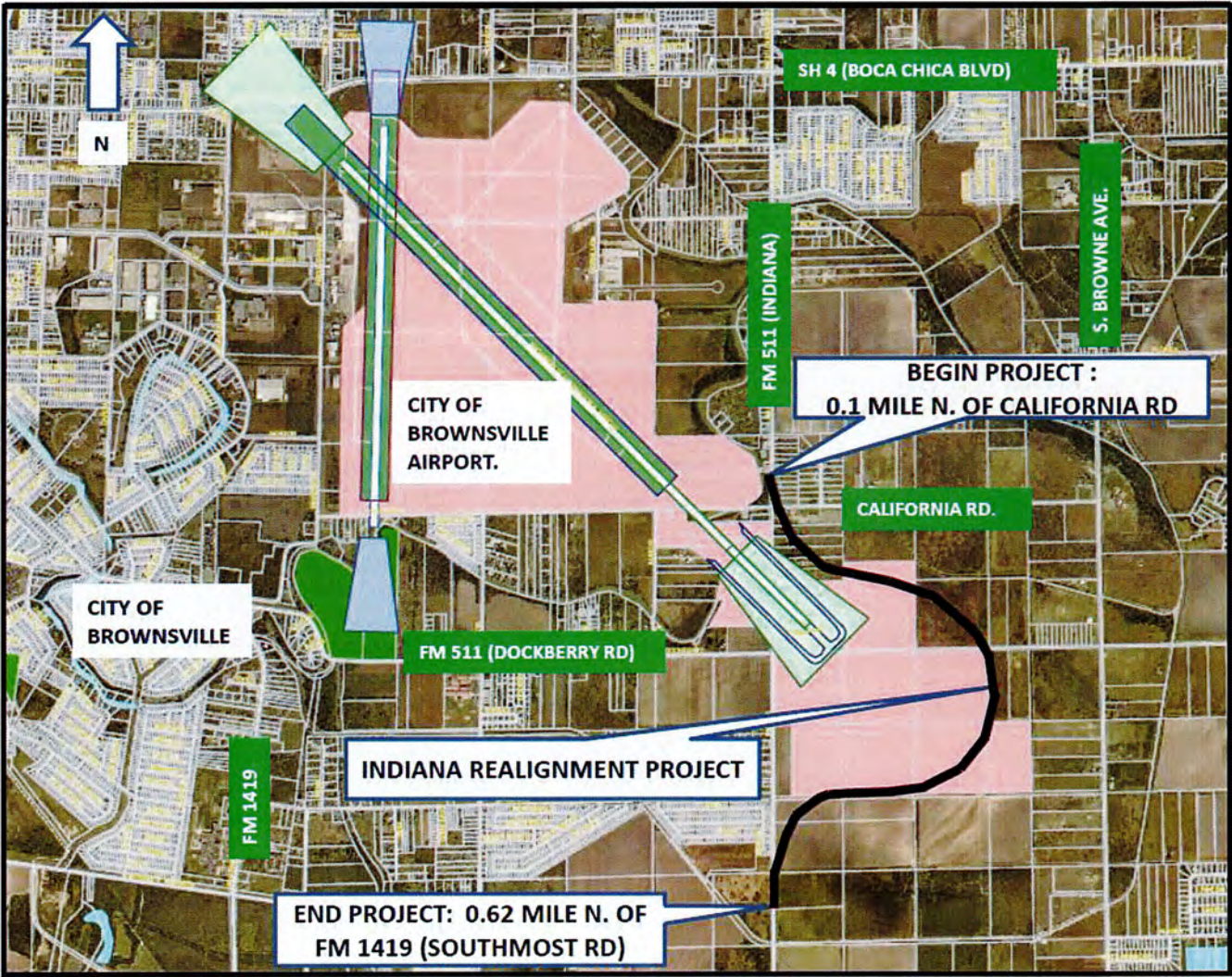

AL VILLARREAL
TREASURER


MARK ESPARZA
DIRECTOR


MARIA VILLEGAS, M.D.
DIRECTOR

TxDOT:		Federal Highway Administration:	
CSJ #	0921-06-305	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	60338		
Project Name	Indiana Avenue On Indiana Avenue, 0.1 miles north of California Road to 0.62 miles north of FM 1419 (Southmost Road)	AFA Not Used For Research & Development	

ATTACHMENT B
LOCATION MAP SHOWING PROJECT



TxDOT:		Federal Highway Administration:	
CSJ #	0921-06-305	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
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Project Name	Indiana Avenue On Indiana Avenue, 0.1 miles north of California Road to 0.62 miles north of FM 1419 (Southmost Road)	AFA Not Used For Research & Development	

ATTACHMENT C PROJECT BUDGET

The cost for the preparation of the schematic and environmental document totals \$312,500 which includes a combination of Category 7 (Surface Transportation Block Grant) federal funds, state funds and local funds. Considering 71% Economically Disadvantaged County Program reduction to the project's preliminary engineering, the federal share is 80%, the state share is 14.2% and the local government share is 5.8% until the Federal funding reaches the maximum obligated amount. The Local Government will be responsible for 100% of all project costs exceeding the approved federal funding and the direct state costs for environmental, right of way, engineering, and utility. The following is an estimated breakdown of the project costs and funding participation:

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Preliminary Engineering (by LG) Cat 7	\$178,125	80%	\$142,500	0%	14.20%	\$25,294	20%	5.80%	\$10,331
Environmental (by LG) Cat 7	\$134,375	80%	\$107,500	0%	14.20%	\$19,081	20%	5.80%	\$7,794
Subtotal	\$312,500		\$250,000			\$44,375			\$18,125
Environmental Direct State Costs	\$18,750	0%	\$0	0%	0%	\$0	100%	100%	\$18,750
Right of Way Direct State Costs	\$6,250	0%	\$0	0%	0%	\$0	100%	100%	\$6,250
Engineering Direct State Costs	\$31,250	0%	\$0	0%	0%	\$0	100%	100%	\$31,250
Utility Direct State Costs	\$6,250	0%	\$0	0%	0%	\$0	100%	100%	\$6,250
Indirect State Costs (5.33%)	\$16,656	0%	\$0	100%	100%	\$16,656	0%	0%	\$0
Subtotal	\$79,156		\$0			\$16,656			\$62,500
TOTAL	\$391,656		\$250,000			\$61,031			\$80,625

Initial payment by the Local Government to the State: **\$62,500**
Payment by the Local Government to the State before construction: **\$0**
Estimated total payment by the Local Government to the State: **\$62,500**

This is an estimate. The final amount of Local Government participation will be based on actual costs.