

THE STATE OF TEXAS           §

COUNTY OF CAMERON         §

BE IT REMEMBERED on the 13<sup>th</sup> day of September 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

\_\_\_\_\_  
DIRECTOR

ARTURO A. NELSON  
DIRECTOR

AL VILLARREAL  
DIRECTOR

MARK ESPARZA  
DIRECTOR

DR. MARIA VILLEGAS, M.D.  
DIRECTOR

\_\_\_\_\_  
DIRECTOR

MICHAEL F. SCAIEF  
ABSENT

\_\_\_\_\_  
ABSENT

\_\_\_\_\_  
ABSENT

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The Meeting was called to order by Chairman Parker, at 12:05 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 10<sup>th</sup> day of September 2019 at 8:08 A.M.



**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**

**September 13, 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 Cameron County Regional Mobility Authority Quarterly Investment Report.**
- C. 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:**

**August 09, 2019 – Regular Meeting.**
  - B. Consideration and ratification of Cost Schedule for Work Authorization No. 1 with A-to-Be USA, LLC.**
  - C. Consideration and ratification of Cost Schedule for Work Authorization No. 2 with A-to-Be USA, LLC.**

#### **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 July 2019.**
- D. Consideration and Approval of Estimated Cameron County Bridge Maintenance Projects Contractor Pay Request for the Month of August 2019 and Authority to Release Payment.**
- E. Consideration and Approval of Change Order Number 1 with Lucania Construction, LLC for the Cameron County International Bridge System Maintenance Projects.**
- F. Consideration and Approval of Termination of Work Authorization 4 with Halff Associates, Inc. for Structural and Civil Design Services.**
- G. Consideration and Approval of FY 2019 External Audit Engagement with Burton, McCumber, & Longoria, LLP.**
- H. Consideration and Approval of a Consulting Services Contract between the Cameron County Regional Mobility Authority and ROL Consulting, LLC.**
- I. Consideration and Approval of an Interlocal Agreement between Cameron County, the Cameron County Regional Mobility Authority and the City of Brownsville for the Old Alice Road Project.**
- J. Consideration and Approval for renewal of Contract for Texas Department of Motor Vehicles and the Cameron County Regional Mobility Authority for the processing of Toll Transactions.**
- K. Consideration and Approval of Purchase Lease Agreement with Dell Financial Services for the purchase of Office Computers, Printers, Scanners, and other equipment.**
- L. Discussion and Possible Action Regarding the FY 2020 Cameron County Regional Mobility Authority Annual Budget.**
- M. Consideration and Approval of the Revised Cameron County Regional Mobility Authority Personnel and Policy Manual.**
- N. Consideration and Approval for the withdraw of funds in the amount of \$500,000 from the Renewal and Replacement reserve account with BNY Mellon for the payment of the Toll Back Office Capital Improvement as per Change Order #4 with TollPlus LLC.**
- O. Discussion and Possible Action regarding the setting of the date and time of the Monthly Board of Directors' Regular Meeting.**
- P. Consideration and Approval of an Interlocal Agreement between Cameron County, the Cameron County Regional Mobility Authority and the City of Brownsville for the West Boulevard Project.**
- Q. Consideration and Action to accept the work performed by Foremost Paving, Inc. and S&B Infrastructure, Ltd. pursuant to the parties' letter agreement dated June 7, 2019.**

**EXECUTIVE SESSION:**

**5. Executive Session.**

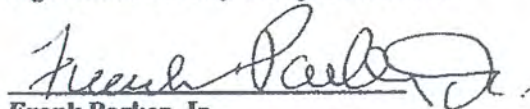
- A. Confer with Legal Counsel regarding potential collaborative relationship with the City of Mission, Texas, Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.071(2).
- B. Deliberation Regarding Acquisition of Real Property legally described as Units 3 through 8 of the 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.
- C. 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).
- D. Confer with Cameron County Regional Mobility Authority Legal Counsel regarding Tolling Policies on CCRMA Toll Roads, 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.

**ADJOURNMENT:**

Signed this 10<sup>th</sup> day of September 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**

Cameron County Commissioner Pct. 3 David A. Garza made comments regarding the loss of Mr. David E. Alex and how influential he was as the Chairman of the CCRMA Board.

## **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 Authority 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:**

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### **2-B Presentation of Cameron County Regional Mobility Authority Quarterly Investment Report.**

Mr. Adrian Rincones, RMA Chief Financial Officer went over the Report with the Board.

Secretary Nelson moved to acknowledge the Cameron County Regional Mobility Authority Quarterly Investment Report. The motion was seconded by Director Esparza and carried unanimously.

**The Presentation is as follows:**

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

Mr. Jonathan Prukop with S&B Infrastructure went over the Status of On-Going Cameron County International Bridge Maintenance Construction Projects.

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

**The Presentation is as follows:**

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## **CONSENT ITEMS**

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

**3-A Consideration and Approval of the Minutes for:**

**August 9, 2019 – Regular Meeting.**

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

Secretary Nelson moved to approve the minutes for August 9, 2019 Regular Meeting. The motion was seconded by Director Esparza and carried unanimously.

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**3-B Consideration and ratification of Cost Schedule for Work Authorization No. 1 with A-to-Be USA, LLC.**

Mr. Pete Sepulveda, Jr., RMA Executive Director introduced the item to the Board and the need to ratify the Work Authorization after final legal review.

Director Esparza moved to approve the ratification of Cost Schedule for Work Authorization No. 1 with A-to-Be USA, LLC. The motion was seconded by Director Villegas and carried unanimously.

**The Work Authorization is as follows:**

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**3-C Consideration and ratification of Cost Schedule for Work Authorization No. 2 with A-to-Be USA, LLC.**

Mr. Pete Sepulveda, Jr., RMA Executive Director introduced the item to the Board and the need to ratify the Work Authorization after final legal review.

Director Esparza moved to approve the ratification of Cost Schedule for Work Authorization No. 2 with A-to-Be USA, LLC. The motion was seconded by Director Villegas and carried unanimously.

**The Work Authorization is as follows:**

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## **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 Secretary Nelson and carried unanimously.

**The Claims are as follows:**

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### **4-B Approval of Claims.**

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

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

**The Claims are as follows:**

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### **4-C Consideration and Approval of the Financial Statements and Budget Amendments for the month of July 2019.**

Mr. Victor Barron, RMA Controller went over the Financial Statements and Budget Amendments and presented them into the record.

Director Esparza moved to approve the Financial Statements for the month of July 2019. The motion was seconded by Director Villarreal and carried unanimously.

Director Villarreal moved to approve the Budget Amendments for the month of July 2019. The motion was seconded by Director Esparza and carried unanimously.

**The Financials and Budget Amendments are as follows:**

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### **4-D Consideration and Approval of Estimated Cameron County Bridge Maintenance Projects Contractor Pay Request for the Month of August 2019 and Authority to Release Payment.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board.

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

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**4-E Consideration and Approval of Change Order Number 1 with Lucania Construction, LLC for the Cameron County International Bridge System Maintenance Projects.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board and the need for the Change Order.

Director Villarreal moved to approve Change Order Number 1 with Lucania Construction, LLC for the Cameron County International Bridge System Maintenance Projects. The motion was seconded by Secretary Nelson and carried unanimously.

**The Change Order is as follows:**

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**4-F Consideration and Approval of Termination of Work Authorization 4 with Halff Associates, Inc. for Structural and Civil Design Services.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board and explained to the Board that the Work Authorization was no longer needed.

Secretary Nelson moved to approve the Termination of Work Authorization 4 with Halff Associates, Inc. for Structural and Civil Design Services. The motion was seconded by Director Esparza and carried unanimously.

**The Memo is as follows:**

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**4-G Consideration and Approval of FY 2019 External Audit Engagement with Burton, McCumber, & Longoria, LLP.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board. Mr. Sepulveda recommended approval of the Engagement Letter.

Director Esparza moved to approve the FY 2019 External Audit Engagement with Burton, McCumber, & Longoria, LLP. The motion was seconded by Director Villarreal and carried unanimously.

**The Engagement Letter is as follows:**

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**4-H Consideration and Approval of a Consulting Services Contract between the Cameron County Regional Mobility Authority and ROL Consulting, LLC.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board and explained to the Board the need for the services and that the services are currently being provided through the GEC. (see attached Memo)

Secretary Nelson moved to approve the Consulting Services Contract between the Cameron County Regional Mobility Authority and ROL Consulting, LLC. The motion was seconded by Director Villarreal and carried unanimously.

**The Contract is as follows:**

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**4-I Consideration and Approval of an Interlocal Agreement between Cameron County, the Cameron County Regional Mobility Authority and the City of Brownsville for the Old Alice Road Project.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board and the need for the Agreement. Mr. Sepulveda further advised the Board that the County and City would consider the Interlocal at a later time.

Director Villarreal moved to approve the Interlocal Agreement between Cameron County, the Cameron County Regional Mobility Authority and the City of Brownsville for the Old Alice Road Project. The motion was seconded by Director Esparza and carried unanimously.

**The Agreement is as follows:**

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**4-J Consideration and Approval for renewal of Contract for Texas Department of Motor Vehicles and the Cameron County Regional Mobility Authority for the processing of Toll Transactions.**

Mr. Adrian Rincones, RMA Chief Financial Officer went over the item with the Board and explained that this was a renewal of an existing contract.

Director Esparza moved to approve the renewal of Contract for Texas Department of Motor Vehicles and the Cameron County Regional Mobility Authority for the processing of Toll Transactions. The motion was seconded by Director Villarreal and carried unanimously.

**The Contract is as follows:**

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**4-K Consideration and Approval of Purchase Lease Agreement with Dell Financial Services for the purchase of Office Computers, Printers, Scanners, and other equipment.**

Mr. Adrian Rincones, RMA Chief Financial Officer went over the item with the Board and explained that we needed to upgrade equipment and recommended the financing option.

Director Esparza moved to approve the Purchase Lease Agreement with Dell Financial Services for the purchase of Office Computers, Printers, Scanners, and other equipment. The motion was seconded by Secretary Nelson and carried unanimously.

**The Agreement is as follows:**

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

Mr. Victor Barron, RMA Controller went over the proposed Budget item with the Board.

Director Esparza moved to approve the FY 2020 Cameron County Regional Mobility Authority Annual Budget. The motion was seconded by Director Villegas and carried unanimously.

**The Budget is as follows:**

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**4-M Consideration and Approval of the Revised Cameron County Regional Mobility Authority Personnel and Policy Manual.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the changes in the Policy with the Board. Mr. Sepulveda further stated that Legal Counsel had reviewed to ensure compliance with state and federal laws.

Secretary Nelson moved to approve the Revised County Regional Mobility Authority Personnel and Policy Manual. The motion was seconded by Director Esparza and carried unanimously.

**The Personnel and Policy Manual is as follows:**

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**4-N Consideration and Approval for the withdraw of funds in the amount of \$500,000 from the Renewal and Replacement reserve account with BNY Melon for the payment of the Toll Back Office Capital Improvement as per Change Order #4 with TollPlus LLC.**

Mr. Adrian Rincones, RMA Chief Financial Officer went over the item with the Board and recommended approval.

Director Esparza moved to approve the withdraw of funds in the amount of \$500,000 from the Renewal and Replacement reserve account with BNY Melon for the payment of the Toll Back Office Capital Improvement as per Change Order #4 with TollPlus LLC. The motion was seconded by Director Villarreal and carried unanimously.

**The Memo is as follows:**

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**4-O Discussion and Possible Action regarding the setting of the date and time of the Monthly Board of Directors' Regular Meeting.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board.

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

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**4-P Consideration and Approval of an Interlocal Agreement between Cameron County, the Cameron County Regional Mobility Authority and the City of Brownsville for the West Boulevard Project.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board and the need for the Agreement. Mr. Sepulveda further stated that the County and City would consider at a later date.

Director Esparza moved to approve the Interlocal Agreement between Cameron County, the Cameron County Regional Mobility Authority and the City of Brownsville for the West Boulevard Project. The motion was seconded by Director Villarreal and carried unanimously.

**The Agreement is as follows:**

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**4-Q Consideration and Action to accept the work performed by Foremost Paving, Inc. and S&B Infrastructure, Ltd. pursuant to the parties' letter agreement dated June 7, 2019.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board and recommended approval of the work performed by Foremost Paving, Inc.

Secretary Nelson moved to accept the work performed by Foremost Paving, Inc. and S&B Infrastructure, Ltd. pursuant to the parties' letter agreement dated June 7, 2019. The motion was seconded by Director Esparza and carried unanimously.

## **EXECUTIVE SESSION ITEMS**

Director Esparza made a motion at 1:27 P.M. to go into Executive Session. The motion was seconded by Director Villegas and carried unanimously.

- 5-A 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-B 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-C 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-D Confer with Cameron County Regional Mobility Authority Legal Counsel regarding Tolling Policies on CCRMA Toll Roads, Pursuant to V.T.C.A. Government Code, Section 551.071(2).**

Director Villarreal moved to come back into open session at 2:29 P.M. The motion was seconded by Director Villegas and carried unanimously.

## **ACTION RELATIVE TO EXECUTIVE SESSION ITEMS**

- 6-A 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).**

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

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- 6-B 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 acknowledge report as discussed in Executive Session. The motion was seconded by Director Villegas and carried unanimously.

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- 6-C 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 Villarreal moved to proceed as discussed in Executive Session. The motion was seconded by Director Esparza and carried unanimously.

- 
- 6-D Confer with Cameron County Regional Mobility Authority Legal Counsel regarding Tolling Policies on CCRMA Toll Roads, Pursuant to V.T.C.A. Government Code, Section 551.071(2).**

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

### **ADJOURNMENT**

There being no further business to come before the Board and upon motion by Director Esparza and seconded by Director Villegas and carried unanimously the meeting was **ADJOURNED** at 2:30 P.M.

APPROVED this 18<sup>th</sup> day of October 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

September 13, 2019

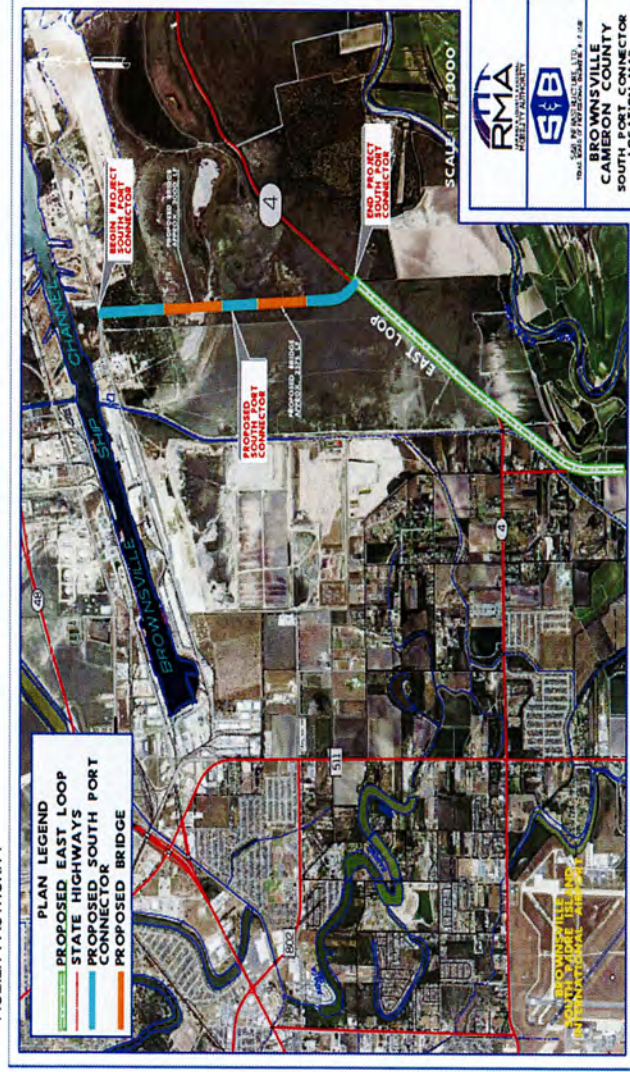


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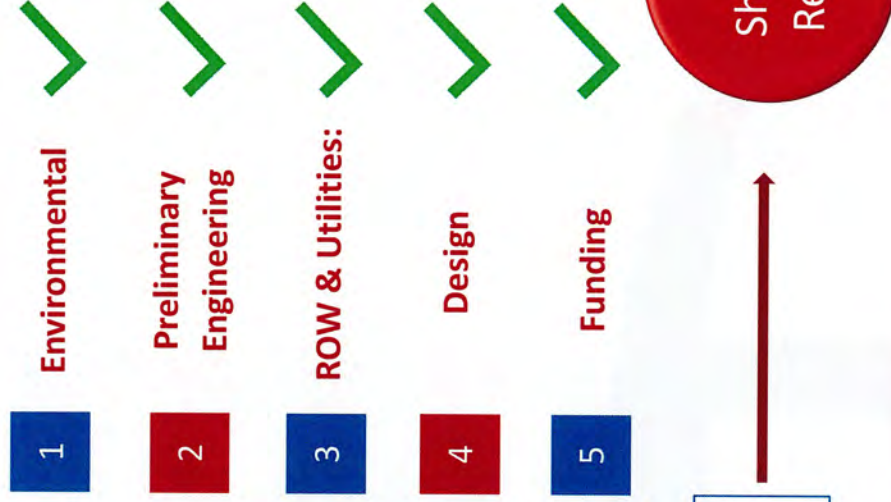


## South Port Connector CSJ: 0921-06-288



### Project Needs:

- FHWA authority for funding
- TxDOT Approval for Project Letting

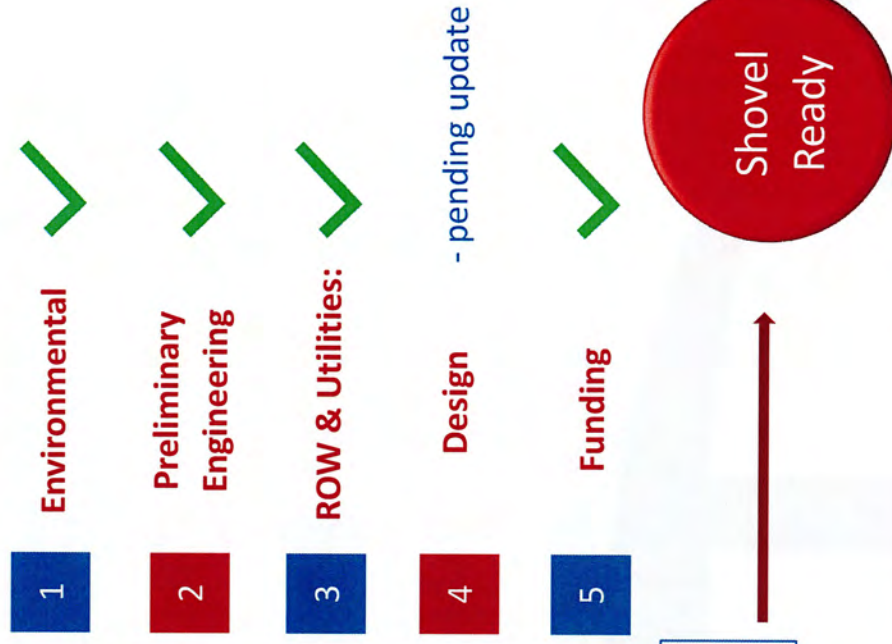
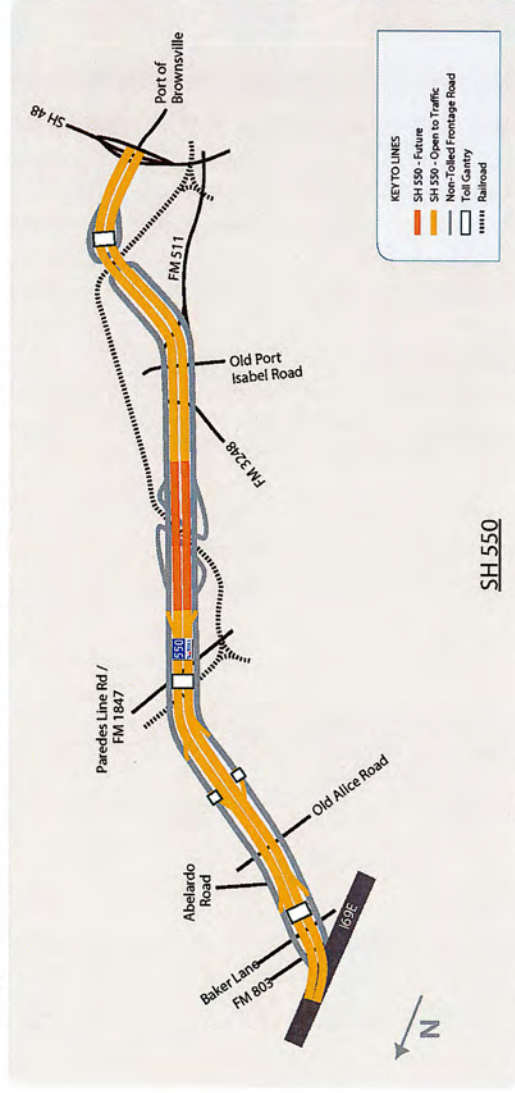








## SH 550 GAP 2 Project CSJ: 0684-01-068

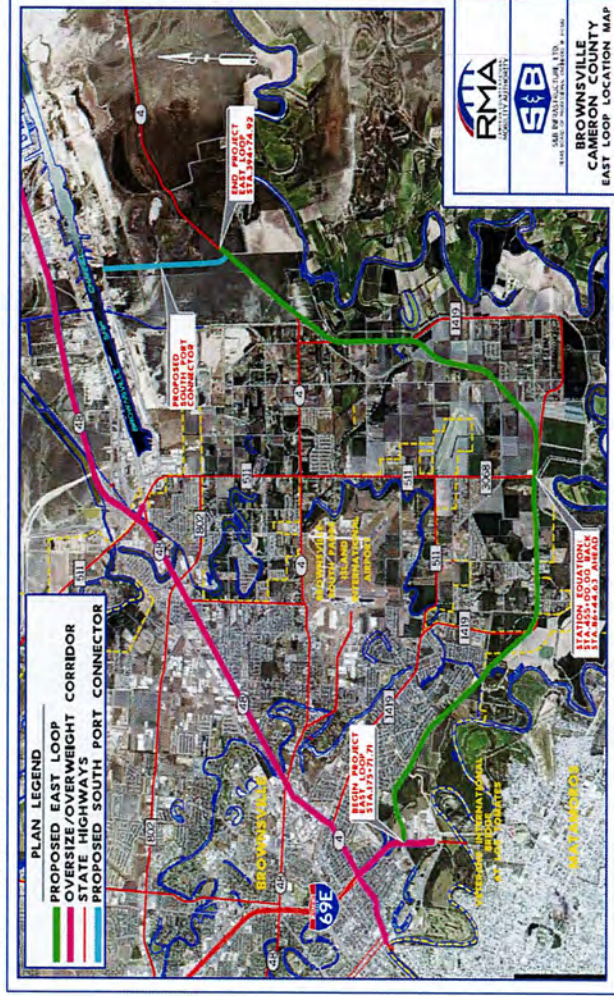


### Project Needs:

- Pending AFA
- Pending PS&E update to Interstate Standards



## East Loop CSJ: 0921-06-315



### Project Needs:

- AFA
- Schematics approved by TxDOT
- Coordinate with USFWS, IBWC, and USACE
- Secure Funding

1	Environmental	- 85% complete
2	Preliminary Engineering	✓
3	ROW & Utilities:	- in process
4	Design	- pending
5	Funding	- partially funded





## South Padre Island 2<sup>nd</sup> Access CSJ: 0921-06-163



1	Environmental	- 75% complete
2	Preliminary Engineering	- 75% complete
3	ROW & Utilities:	- 30% complete
4	Design	- pending
5	Funding	- pending

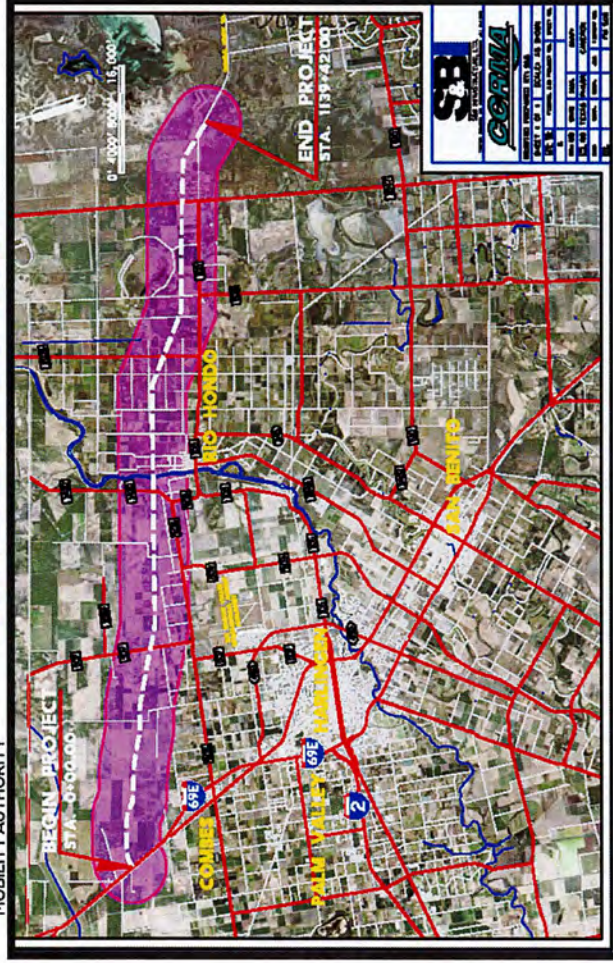
**Project Needs:**

- Toll Project – Authority to continue development on project
- Incorporate value engineering results in revised schematic
- Complete EIS document





## Outer Parkway CSJ: 0921-06-283



### Project Needs:

- Toll Project – Authority to continue to develop
- Continue EA document
- Secure Funding

1

**Environmental**

- 25% complete

2

**Preliminary  
Engineering**

- 20% complete

3

**ROW & Utilities:**

- pending

4

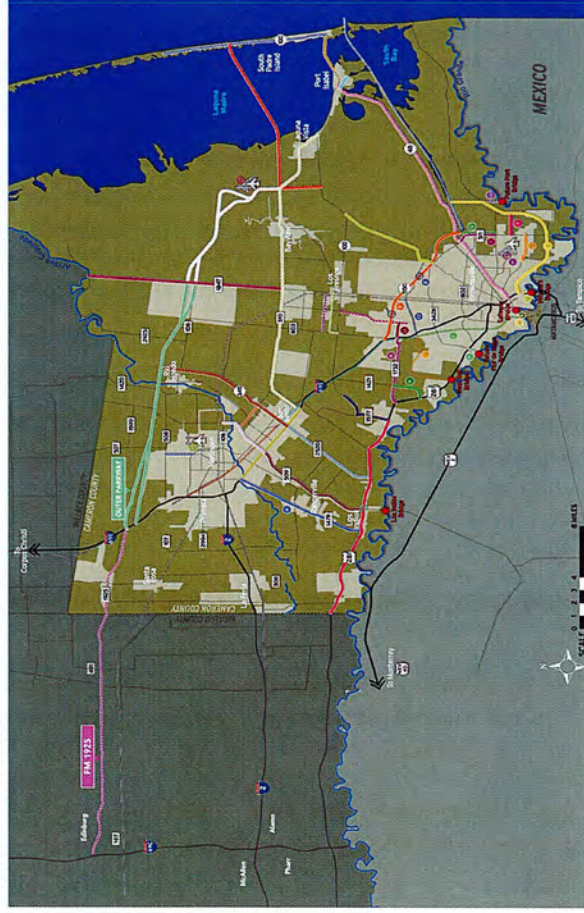
**Design**

- pending

5

**Funding**

- partially funded



1	Environmental	- TxDOT Lead
2	Preliminary Engineering	- TxDOT Lead
3	ROW & Utilities:	- TxDOT Lead
4	Design	- TxDOT Lead
5	Funding	- TxDOT Lead

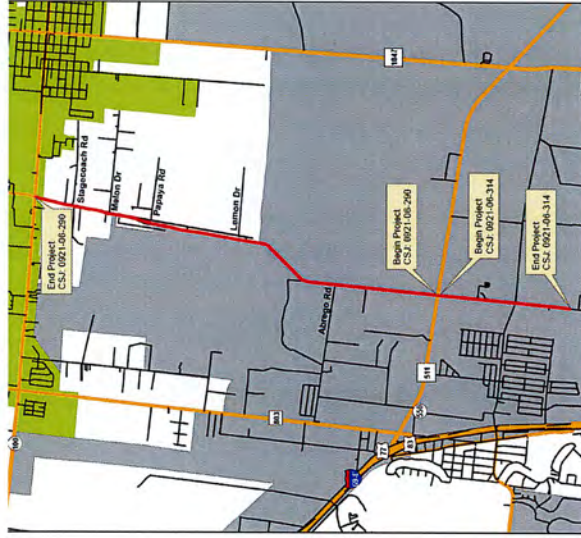
**Project Needs:**

- Continue EA document
- Complete Preliminary Engineering
- Secure Funding





## Old Alice Rd CSJ: 0921-06-290



1	Environmental	- 85% complete
2	Preliminary Engineering	✓
3	ROW & Utilities:	✓
4	Design	- pending
5	Funding	✓

### Project Needs:

- Environmental CE Approved by TxDOT
- AFA Amendment to combine projects and funding
- Completion of PS&E



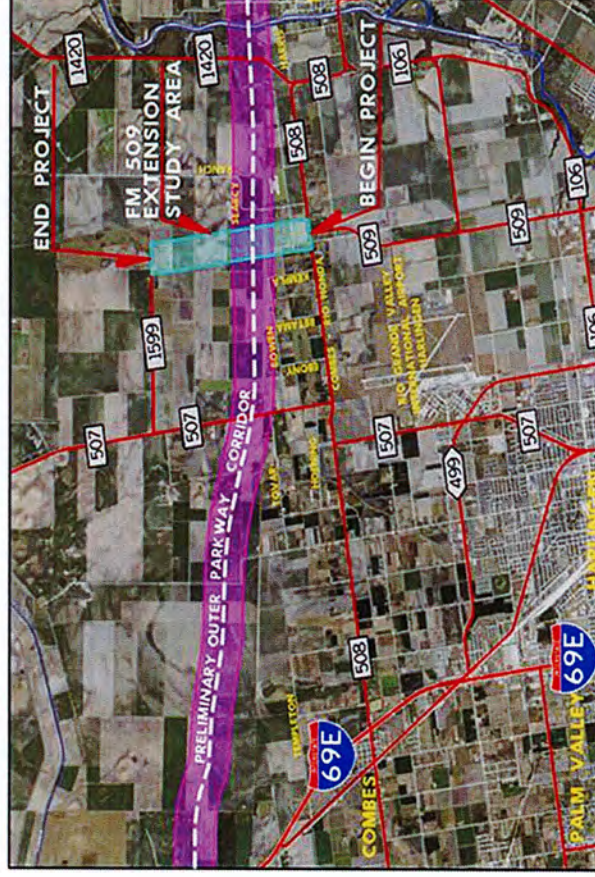
1	Environmental	- pending
2	Preliminary Engineering	- pending
3	ROW & Utilities:	✓
4	Design	- pending
5	Funding	✓

**Project Needs:**

- Consultant Selection
- Complete CE Environmental Document



FM 509  
CSJ: 0921-06-254

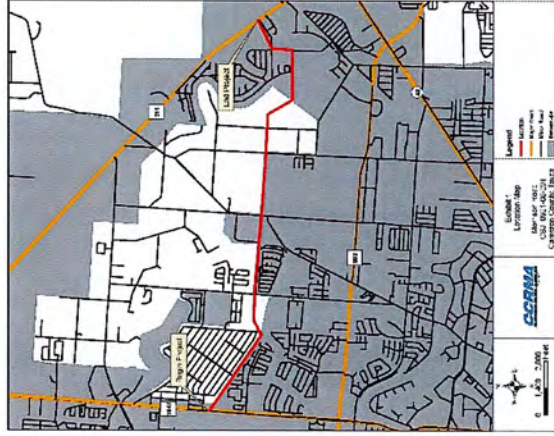


1	Environmental	- pending
2	Preliminary Engineering	- pending
3	ROW & Utilities:	- pending
4	Design	- pending
5	Funding	✓

**Project Needs:**

- Consultant Selection
- Complete EA Environmental Document





1	Environmental	- pending
2	Preliminary Engineering	- pending
3	ROW & Utilities:	- pending
4	Design	- pending
5	Funding	✓

**Project Needs:**

- Consultant Selection
- Complete EA Environmental Document



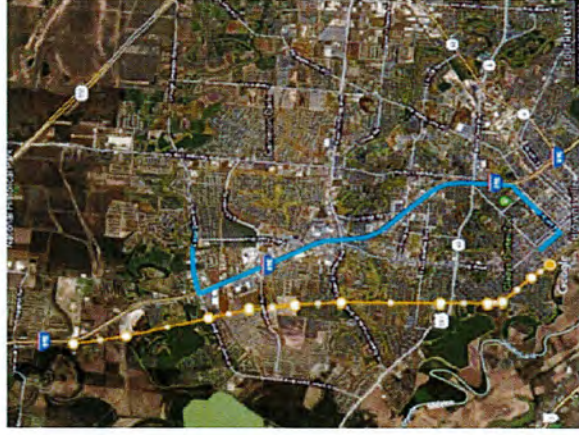
Indiana Avenue  
CSJ: 0921-06-305



1	Environmental	- pending
2	Preliminary Engineering	- pending
3	ROW & Utilities:	- pending
4	Design	- pending
5	Funding	✓

**Project Needs:**

- Consultant Selection
- Complete Environmental Document



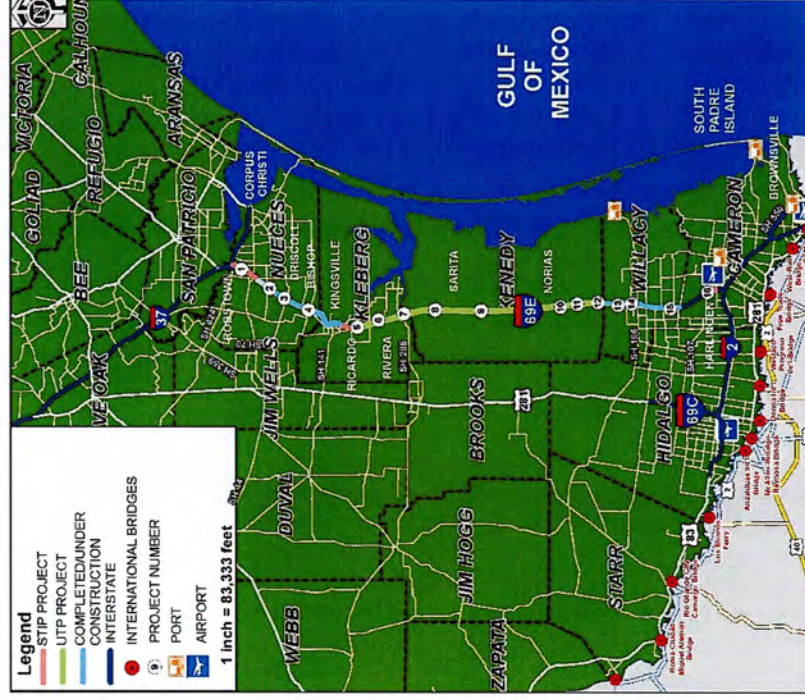
1	Environmental	- pending
2	Preliminary Engineering	- pending
3	ROW & Utilities:	✓
4	Design	- pending
5	Funding	✓

**Project Needs:**

- Consultant Selection
- Complete Environmental Document
- ILA with Cameron County and City of Brownsville



## U.S. 77 Conceptual Plan



PROJECT #	TxDOT CSI	DESCRIPTION	CONSTRUCTION COST (INTERIM)
1	0074-06-241	IH 37 from REDBIRD LN. (OVERPASS) to Nueces River. Widen Freeway By Constructing Additional 2 Travel Lanes Nb & 1 Additional Travel Lane sb	\$ 60,000,000
2	0102-02-101	South of County Road 28 (Control Break) to North of FM 2826	\$ 13,000,000
3	0102-03-083	County Road 16 to South of County Road 28 Driscoll Relief Route	\$ 86,158,273
4	0102-03-082	FM 3354 to County Road 16	\$ 23,240,669
5	0102-04-099	County Road 2130 to FM 1356 in Kingsville	\$ 45,000,000
6	0102-04-097	County Road 2130 to 1.5 miles north of SH 285	\$ 95,000,000
7	0327-09-002	1.5 miles north of SH 285 to Kennedy/Kieberg County Line Riviera Relief Route	\$ 120,000,000
8	0327-02-056	8 miles South of La Parra Ave. to Kennedy/Kieberg County Line Riviera Relief Route	\$ 20,500,000
9	0327-03-048	9.6 miles North of Norias Rd. to 8 Miles South of La Parra Ave.	\$ 22,225,000
10	0327-04-037	9.6 MILES NORTH OF NORIAS RD to NORIAS RD.	\$ 47,792,728
11	0327-05-041	NORIAS RD to 1.34 MI N OF WILLACY/KENEDY C.L.	\$ 76,159,272
12	0327-05-042	Willacy/Kenedy County Line to 1.34 miles North of Willacy/Kenedy County Line	\$ 7,192,983
13	0327-10-062	0.93 miles South of Willacy/Kenedy County Line to Willacy/Kenedy County Line	\$ 8,216,284
14	0327-10-057	BUS 77 to 0.93 miles South of Willacy/Kenedy County Line	\$ 22,671,108
15	0327-10-063	SPUR 413 to Cameron/Willacy County Line	\$ 4,380,000
16	0099-07-049	Industrial Blvd to LP499 - NB & SB RAMPS REVERSAL	\$ 2,758,554.00
<b>Subtotals</b>			<b>\$ 654,294,871</b>

IMPROVING MORE THAN JUST ROADS



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

**2-B    PRESENTATION OF THE CAMERON COUNTY REGIONAL MOBILITY  
AUTHORITY QUARTERLY INVESTMENT REPORT.**



## Investment Report

TO: CCRMA Board of Directors

FROM: Adrian Rincones  
Chief Financial Officer

*Ar*  
ADRIAN RINCONES, JR.  
CHIEF FINANCIAL OFFICER  
CCRMA  
DATE: 2019/09/13 11:23 AM  
01/00

DATE: September 13, 2019

SUBJ: Quarterly Report of CCRMA Investments

The Texas Public Funds Investment Act requires that at a minimum on a quarterly basis the following investment report be presented to the Board of Directors. Below is a summary of the current CCRMA investments which comply with the investment strategies approved in the most current CCRMA Investment Policy.

	<u>Certificate of Deposit</u>	<u>Beginning Market Value</u>	<u>Ending Market Value</u>	<u>Date Opened</u>	<u>Term</u>	<u>Maturity Date</u>	<u>Average Yield</u>	<u>Interest earned and accrued as of 8/31/2019</u>
2010A Bond Reserves	28746	\$ 1,000,000.00	\$ 1,003,583.32	6/8/18	6 months	12/8/19	1.30%	\$ 3,109.74
2010B Bond Reserves	28748	\$ 870,000.00	\$ 874,893.30	6/8/18	6 months	12/8/19	1.30%	\$ 2,919.51
		\$ 1,870,000.00	\$ 1,878,478.62					\$ 6,029.25
Total Market Value of Principal and Accrued Interest								\$ 1,884,507.87
Required level of security at 102%								\$ 1,922,198.03

<u>Collateral Pledged</u>	<u>Cusip</u>	<u>Market Value 1/31/19</u>	<u>FDIC Insurance</u>	<u>Total Pledged &amp; Insured Value</u>	<u>Safekeeping Location</u>
FNMA15	31417UZ40	\$ 3,153.73		\$ 3,153.73	Federal Home Loan Bank
FNMA15	3138AURT6	\$ 399,191.30		\$ 399,191.30	Federal Home Loan Bank
FNMA15	3138W9GC8	\$ 564,442.24		\$ 564,442.24	Federal Home Loan Bank
FNMA 15	3138WA5D5	\$ 585,330.69		\$ 585,330.69	Federal Home Loan Bank
FHR 4305	3137B87B7	\$ 122,926.87		\$ 122,926.87	Federal Home Loan Bank
	N/A	N/A	\$ 250,000.00	\$ 250,000.00	Federal Deposit Insurance
		\$ 1,675,044.83	\$ 250,000.00	\$ 1,925,044.83	





<u>Investment in</u>	<u>BNY</u> <u>Account</u>	<u>Beginning</u> <u>Market Value</u>	<u>Ending Market</u> <u>Value</u>	<u>Date Opened</u>	<u>Term</u>	<u>Maturity Date</u>	<u>Average Yield</u>	<u>Interest earned</u> <u>as of 8/31/2019</u>
<u>2012 RSF</u>	525046	\$ 1,600,000.00	\$ 1,612,650.06	5/14/19	6 months	11/14/19	2.67%	\$ 12,650.06
<u>2012 Pass</u> <u>Through</u>	525043	\$ 500,000.00	\$ 503,050.70	5/14/19	6 months	11/14/19	2.06%	\$ 3,050.70
		\$ 2,100,000.00	\$ 2,115,700.76					\$ 15,700.76

I certify this report complies with the Internal Management Reports section of the Texas Public Funds Investment Act.

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



# **Bridge Maintenance and Rehabilitation Repairs Project**



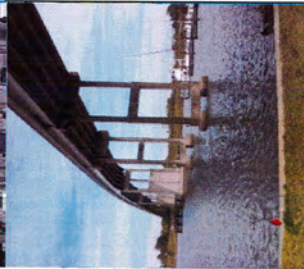
## **Status Update**

**September 13, 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**
- ☐ **Change Order No. 1 - \$46,540.06 (+5%)**
- ☐ **Updated Contract Amount - \$1,000,081.83**
  - ☐ **Previously Invoiced - \$173,379.00**
  - ☐ **Pay App. #2 \$171,290.36**
  - ☐ **Remaining Balance \$655,412.47 (66%)**
- ☐ **Notice to Proceed – 6/28/2019 (1<sup>st</sup> Day)**
- ☐ **Schedule - 120 Calendar Days**
- ☐ **Contract Days Charged (07/26/19) – 61 Days**
- ☐ **Contract Time Remaining 49%**
- ☐ **Anticipated Substantial Completion – 10/28/2019**



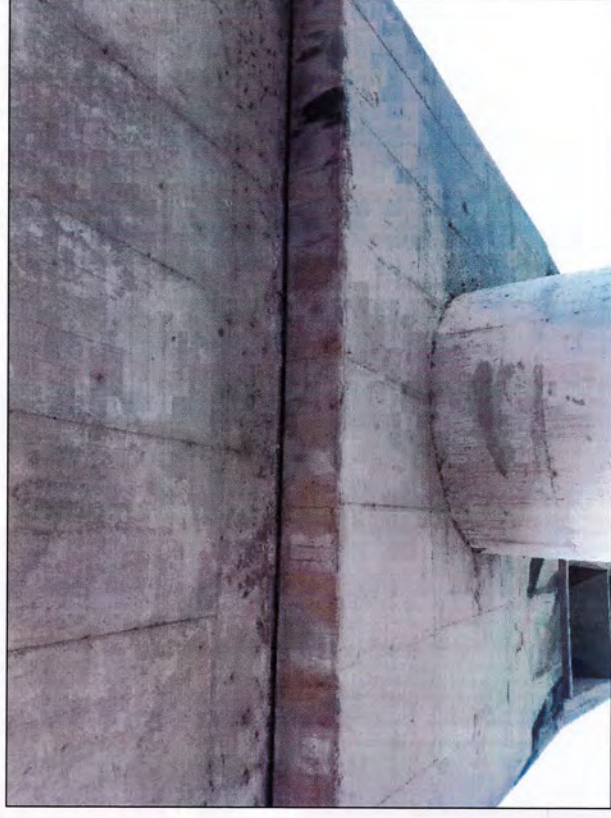




# Gateway International Bridge



- ☐ Tasks Completed this Period
- ☐ Concrete Structural Repairs
  - ☐ Spalling on Undersides of Bridge Decking (Southbound and Northbound)
  - ☐ Pier/Abutment Wall Spalling
- ☐ Asphalt Pavement Milling







# Los Indios Free Trade Bridge



## ☐ Tasks Completed this Period

- ☐ Installation of Miscellaneous Steel Components on Bridge
- ☐ Concrete Decking Expansion Joints Cleaning and Sealing
- ☐ Subgrade Preparation for SB Oversized Inspection Lane
- ☐ Installation of Drainage System at SB Oversized Inspection Lane
- ☐ Preparation of Subgrade for NB Commercial Lane
- ☐ Drain Grate Repairs at Pay Booth Areas In Progress







# Los Indios Free Trade Bridge



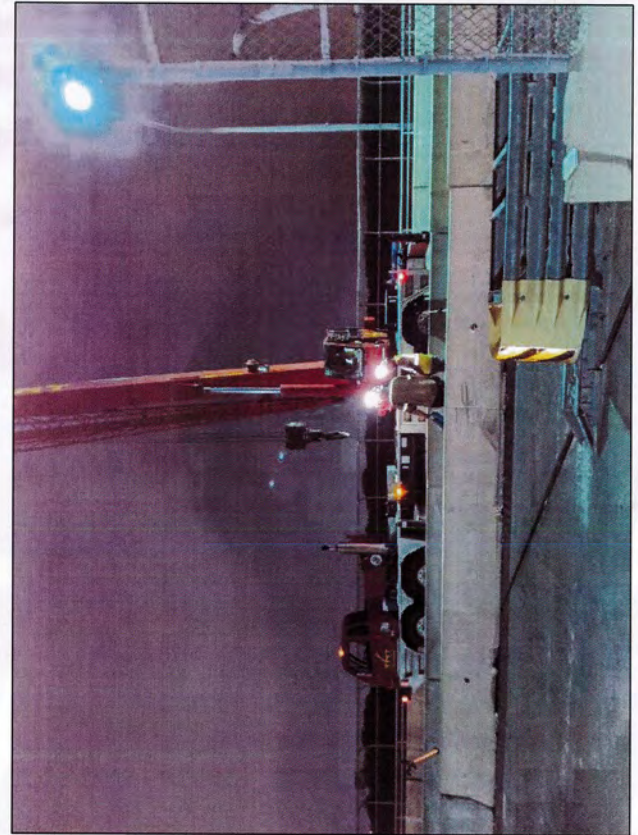




# Veterans International Bridge



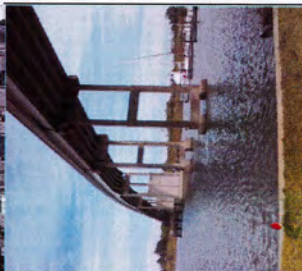
- ❑ Tasks Completed this Period
- ❑ Placement of CTBs & Concrete Stops for New Sentri Lane Configuration







# Veterans International Bridge







**Thank You**



**3-B    CONSIDERATION AND RATIFICATION OF COST SCHEDULE FOR  
WORK AUTHORIZATION NO. 1 WITH A-TO-BE USA, LLC.**

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 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 International Bridge 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



Kelly Adams, CSO

By: 

Frank Parker Jr, Chairman



**3-C CONSIDERATION AND RATIFICATION OF COST SCHEDULE FOR  
WORK AUTHORIZATION NO. 2 WITH A-TO-BE USA, LLC.**

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. 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 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. Within forty five (45) days after the CCRMA's approval of a 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. Within forty five (45) days after the CCRMA's approval of a Maintenance Price 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 BOND REQUIREMENTS.**

In accordance with the requirements of Article 21 of the Agreement. The Contractor shall supply the required bond requirements within 15 days of this executed work authorization. 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 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:

CCRMA:

A-to-Be USA, LLC.  
MOBILITY


CAMERON COUNTY REGIONAL  
AUTHORITY

By: 

Jason Wall, CEO



Eric Adams, CEO

By: 

Frank Parker Jr, Chairman

**4-A    ACKNOWLEDGEMENT OF CLAIMS.**



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims for Acknowledgment August 9, 2019-1**

**100 -Operations**

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
AGC Culligan	AGC Solutions LLC Culligan of the Rio Grande Valley	AGC August 2019 July 2019	\$ 4,060.00 61.88	AGC Solutions August Culligan Bottle Water Delivery	Indirect Indirect	Y Y	Local Local	Ope Ope
Emp Ericka Trevino	Ericka Trevino	ET Reimbursement	90.16	ET Reimbursement	Indirect	Y	Local	Ope
Emp Maria D Mayorga	Maria D Mayorga	LM Reimbursement	24.49	LM Reimbursement	Indirect	Y	Local	Ope
MPC Studios, Inc	MPC Studios, Inc	27485	125.00	Webhosting Hosting and Maintenance : SSL	Indirect	Y	Local	Ope
PEDRO SEPULVEDA JR	PEDRO SEPULVEDA JR.	PSJ Reimbursement	1,370.80	PSJ Reimbursement 4.25.19	Indirect	Y	Local	Ope
PEDRO SEPULVEDA JR	PEDRO SEPULVEDA JR.	PSJ Reimbursement	56.68	PSJ Reimbursement Travel to Austin (Transportation Forum ,	Indirect	Y	Local	Ope
S&B Smith-Reagan & Assoc	S&B Infrastructure, Smith-Reagan & Associates, Inc	U2299.170-09 CAMECOU-05	5,800.00 125.00	PS&E for Port Connector Bond- Alonzo A. Villarreal - CAMECOU-05	South Port Indirect	Y Y	Local Local	Ope Ope
The Rentrifo Law Fir	Rentrifo, Irwin, & Irwin, P.L.L.C	025003	2,884.73	CCMRA General File Professional Services	Indirect	Y	Local	Ope
Xerox	Xerox	097678998	457.89	Xerox Admin July 2019	Indirect	Y	Local	Ope
ZIEGNER	ZIEGNER TECHNOLOGIES	103484	402.00	Zeigner Hosting Services 7.31.19	Indirect	Y	Local	Ope
<b>Tota Operations</b>			<u>15,458.63</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 Reimbursement	\$ 1,137.68	AR Reimbursement	Indirect	Y	Local	PBM
Angel T Perez	Angel Timoteo	080619	175.00	SH550 Toll Road 8.6.19	Indirect	Y	Local	PBM
Culligan	Culligan of the Rio Grande Valley	July 2019	52.99	Culligan Bottle Water Delivery	Indirect	Y	Local	PBM
Duncan Solutions	Law Enforcement Systems LLC	DS0000003588	486.72	Duncan Solutions DMV Record	Indirect	Y	Local	PBM
Fagan Consulting	Fagan Consulting	CCOS1907	7,547.28	Fagan Operaations	Indirect	Y	Local	PBM
gEXA eENERGY	Gexa Energy, LP	28302024	656.61	GEAX Energy SH550 570 FM511 1895 FM 511 Unit SH550	Direct Connectors -	Y	Local	PBM
LexisNexis	LexisNexis Risk Solutions FL Inc	1546392-20190731	103.81	Lexis Nexis July 2019	Indirect	Y	Local	PBM
Matus Contractor Co	Matus Contractor Company	129	6,000.00	Cutting grass, garbage collection adn application	Indirect	Y	Local	PBM
Megashine Cleaning L	Megashine	1365	1,190.00	Megashine Cleaning July	Indirect	Y	Local	PBM
Megashine Cleaning L	Megashine	1394	1,190.00	Janitorial Services August	Indirect	Y	Local	PBM
PAM	Professional Account Management, LLC	PAM 7.16.19	100.27	Payment to PAM for Ms Kelley's collection account balance	Indirect	Y	Local	PBM
Pharr Economic Devel	Pharr Economic Development Corporation II	Pharr EDC Booth Sp	1,250.00	Pharr EDC Booth Sponsor	Indirect	Y	Local	PBM
Prisciliano Delgado	Prisciliano Delgado	10701	200.00	Lawn Care Services	Indirect	Y	Local	PBM
PUB	Public Utilities	PUB SH550 600710	285.27	PUB SH550 600710	Direct Connectors -	Y	Local	PBM
Ruben Ibanez	Ruben Ibanez	RI 7.11.19	118.90	Travel Reimbursement for toll System and Maint Support	Indirect	Y	Local	PBM
Ruben Ibanez	Ruben Ibanez	RI Reimbursement	203.58	RI Reimbursement (mileage- Lowe,Home Depot, SH550 check	SH 550	Y	Local	PBM
SD Servando Cruz	Servando Cruz Jr	080619	175.00	SH550 Toll Road Closure	Indirect	Y	Local	PBM
Verizon Wireless	Verizon Wireless	9834708499	89.57	Verizon July 2019	Indirect	Y	Local	PBM
Xerox	Xerox	097678999	285.33	Xerox Tolls July 2019	Indirect	Y	Local	PBM
<b>Total Tolls</b>			<u>21,248.01</u>					

<b>Transfer Approval</b>	<b>Operations</b>	<b>\$ 15,458.63</b>
	<b>Tolls</b>	<b>21,248.01</b>
	<b>Total Transfer</b>	<b><u>\$ 36,706.64</u></b>





**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims for Acknowledgment August 16, 2019**

**100 -Operations**

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Fundin g	Bank Account
Adrian	Adrian Rincones	AR Reimburse	\$ 2,581.90	AR Reimbursement 7.5.19	Indirect	Y	Local	Ope
CNA Surety	CNA Surety	Maria Villegas Bc	175.00	Dr. Villegas Surety Bond	Indirect	Y	Local	Ope
Emp. Eduardo J. Trev	Eduardo J. Trevino	ET Reimburse	56.72	ET Reimbursement 8.12.19 Travel to Post Office	Indirect	Y	Local	Ope
PEDRO SEPULVEDA JR	PEDRO SEPULVEDA JR.	PSJ Reimburse	283.04	PSJ Reimbursement 4.25.19	Indirect	Y	Local	Ope
PEDRO SEPULVEDA JR	PEDRO SEPULVEDA JR.	PSJ Reimburse	410.64	PSJ Reimbursement 7.29.19 Travel to multiple meetings	Indirect	Y	Local	Ope
PEDRO SEPULVEDA JR	PEDRO SEPULVEDA JR.	PSJ Reimburse	290.00	PSJ Reimbursement Travel to Austin (Transportation Forum , swearing in ceremonies at House & Senate)	Indirect	Y	Local	Ope
S&B	S&B Infrastructure, LTD	U2299.170-08	6,700.02	PS&E for Port Road Connector WA#17	South	Y	Local	Ope
Staples Business	Staples Business Credit	Staples July 201	399.96	Staples July 2019	Indirect	Y	Local	Ope
<b>Tota Operations</b>			<b>10,897.28</b>					

**100 -Interlocal Agreements**

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Fundin g	Bank Account
Pathfinder Public Af	Pathfinder Public Affairs, Inc	18-B	\$ 8,000.00	CC Consulting Services for June 2019	Indirect	Y	Local	Ope
S&B	S&B Infrastructure, LTD	U2299.170-08	1,344.74	PS&E for Port Road Connector WA#17	South Port	Y	Local	Ope
<b>Tota Interlocal Agreement</b>			<b>9,344.74</b>					

**525 - Interlocal Agreement**

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Fundin g	Bank Account
Tecsidel SA	Tecsidel SA	319	\$ 2,500.00	Tecsidel April 2019 Pharr Maintenance	Pharr-Reynosa Intl Bridge	Y	Local	Tolls
Tecsidel SA	Tecsidel SA	419	2,500.00	Tecsidel May 2019 Pharr Maintenance	Pharr-Reynosa Intl Bridge	Y	Local	Tolls
Tecsidel SA	Tecsidel SA	519	2,500.00	Tecsidel June 2019 Pharr Maintenance	Pharr-Reynosa Intl Bridge	Y	Local	Tolls
Tecsidel SA	Tecsidel SA	619	2,500.00	Tecsidel July 2019 Pharr Maintenance	Pharr-Reynosa Intl Bridge	Y	Local	Tolls
Tecsidel SA	Tecsidel SA	Credit for Reade	(2,500.00)	Tecsidel credit for 550 reader	Pharr-Reynosa Intl Bridge	Y	Local	Tolls
<b>Total Tolls Interlocal Agreement</b>			<b>7,500.00</b>					

**525 - Tolls**

Vendor ID	Vendor Name	Invoice Numb	Cash Required	Invoice/Credit Description	PROJ	Transfer	Fundin	Bank
gEXA eENERGY	Gexa Energy, LP	Gexa Energy SH	\$ 162.11	Gexa Energy SH550 June 2019	Direct	Y	Local	Tolls
RGV Partnership	Rio Grande Valley Partnership	5202	1,000.00	US Mexico-Canada Agreement Sponsorship	Indirect	Y	Local	Tolls
Ruben Ibanez	Ruben Ibanez	RI Reimburse	203.58	RI Reimbursement (mileage- Love,Home Depot, SH550 check road) locks and keys		Y	Local	Tolls
Staples Business	Staples Business Credit	Staples July 201	26.16	Staples July 2019	Indirect	Y	Local	Tolls
United Postal Servic	United States Postal Service	USPS 8.12.19	115.00	USPS Postage Replenishment (International Stamps)	Indirect	Y	Local	Tolls
Xerox Corporation	Xerox Financial Services LLC	1715032	1,000.68	Mail printer rent	Indirect	Y	Local	Tolls
Zeehive LLC	Zellmer McConnell Advertising	1372	7,000.00	New tar brand name, logo design	Indirect	Y	Local	Tolls
<b>Total Tolls</b>			<b>9,507.53</b>					

<b>Operations</b>	<b>\$ 10,897.28</b>
<b>Interlocal - C</b>	<b>9,344.74</b>
<b>Interlocal - T</b>	<b>7,500.00</b>
<b>Tolls</b>	<b>9,507.53</b>
<b>Total Transf</b>	<b>\$ 37,249.55</b>



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims for Acknowledgement August 26, 2019**

**100 -Operations**

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
AFLAC	Aflac	938047	\$ 235.82	Supplemental Insurance	Indirect	Y	Local	Ope
Edwards Abstract	Edwards Abstract and Title Co	Escrow 8.26.19	1,000.00	Escrow deposit for 3470	Indirect	Y	Local	Ope
gEXA eENERGY	Gexa Energy, LP	284486840	85.21	Admin Ste 6 and Tolls	Indirect	Y	Local	Ope
gEXA eENERGY	Gexa Energy, LP	28487786	211.44	Admin Ste 5 & 7	Indirect	Y	Local	Ope
gEXA eENERGY	Gexa Energy, LP	28488709	231.27	Admin Ste 3 & 4	Indirect	Y	Local	Ope
Lone Star Shredding	Lone Star Shredding Document Storage	1952352	112.50	August 2019 Shredding Service	Indirect	Y	Local	Ope
Pathfinder Public Af	Pathfinder Public Affairs, Inc	19	12,000.00	July Consulting	Indirect	Y	Local	Ope
TTI-ENVR19	TTI - ENVR19	TTI - ENVR19	175.00	MI Registartion 2019 TxDot Envriental	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility District	Admin Ste 5 7.31.19	34.55	VMUD Admin Ste 5	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility District	Admin Ste 6 7.31.19	34.92	VMUD Admin Ste 6	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility District	Admins Ste 7 7.31.19	36.81	VMUD Admin Ste 7	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility District	VMUD Ste 3 7.31.19	35.68	VMUD Admin Ste 3	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility District	VMUD Ste 4 7.31.19	34.55	VMUD Admin Ste 4	Indirect	Y	Local	Ope
<b>Tota Operations</b>			<u><b>14,227.75</b></u>					

**525 - Tolls**

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Create Multimedia L	Workhorse Marketing DBA Workhorse DBA Workhorse	16591	\$ 9,525.00	CCRMA Brand Strategy and CCRMA	Indirect	Y	Local	Tolls
Create Multimedia L	Workhorse Marketing DBA Workhorse DBA Workhorse	16604	824.42	Workhorese travel reimbursement	Indirect	Y	Local	Tolls
gEXA eENERGY	Gexa Energy, LP	284486840	387.92	Admin Ste 6 and Tolls	Indirect	Y	Local	Tolls
Gulf Data Products	E.A. Stone dba Gulf Data Products	Gulfdta 8.21.19	3,100.00	#10 Standard window envelopes	Indirect	Y	Local	Tolls
Home and Commerci	Home and Commercial Designs, LLC	001	150.00	Commercial consulting project design	Indirect	Y	Local	Tolls
PAM	Professional Account Management, LLC	PAM 8.19.19	131.54	PAM Customer FV 8.19.19	Indirect	Y	Local	Tolls
PUB	Public Utilities Board	PUB 588837 8.9.19	254.03	PUB 588837 July 2019 Port	Indirect	Y	Local	Tolls
Ruben Ibanez	Ruben Ibanez	RI Reimbursement 8	519.21	RI Reimbursement (Lift Rental , mileage)	Indirect	Y	Local	Tolls
Time Warner Cable	Time Warner Cable Business Class	0121858080919	1,943.97	Spectrum Interet Services	Indirect	Y	Local	Tolls
US Post Master	US Post Master	USPS 8.22.19	15,000.00	USPS Account	Indirect	Y	Local	Tolls
Verizon Wireless	Verizon Wireless	7886618146	52.30	Verizon Wireles August	Indirect	Y	Local	Tolls
VMUD	Valley Municipal Utility District	Tolls 7.31.19	45.10	VMUD Tolls	Indirect	Y	Local	Tolls
<b>Total Tolls</b>			<u><b>31,933.49</b></u>					
<b>Operations</b>			<b>\$ 14,227.75</b>					
<b>Tolls</b>			<u><b>31,933.49</b></u>					
<b>Total Transfer</b>			<u><b>\$ 46,161.24</b></u>					



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims September 4, 2019**

**100 -Operations**

Vendor ID	Vendor Name	Invoice Number	Cash		PROJ Title	Transfer Funds	Funding Source	Bank Account
			Required	Invoice/Credit Description				
Amazon	Amazon	995657593365	\$ 275.70	Amazon June Expenses	Indirect	Y	Local	Ope
Emp Ericka Trevino	Ericka Trevino	RI 8.28.19	91.18	ET Travel 8.28.19	Indirect	Y	Local	Ope
S&B Infrastructure, Inc	S&B Infrastructure, Inc.	U2716.500-03	14,866.67	East Loop APD	Indirect	Y	Local	Bonds
TML Emp Health	TML Health Benefits Pool	2019-09	6,737.84	TML Health September 2019	Indirect	Y	Local	Ope
<b>Total Operations</b>			<u><b>21,971.39</b></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.	1919	\$ 2,300.00	Isla Blanca Park Traffic Study	CC - Parks Circulation Study	Y	Local	Ope
<b>Tota Interlocal Agreement</b>			<u><b>2,300.00</b></u>					

**525 - Tolls**

Vendor ID	Vendor Name	Invoice Number	Cash		PROJ Title	Transfer Funds	Funding Source	Bank Account
			Required	Invoice/Credit Description				
BND	Brownsville Navigation	2019080150	\$ 447.50	2019 Port Directory Quarter Page	Indirect	Y	Local	Tolls
Gexa Energy	Gexa Energy, LP	28512522-4	631.62	Gexa Energy SH550 8.21.19	Direct	Y	Local	Tolls
Gexa Energy	Gexa Energy, LP	Gexa DC 1505 8.21.	74.58	Gexa SH550 DC 1505 FM 511	Direct	Y	Local	Tolls
Gexa Energy	Gexa Energy, LP	Gexa SH550 8.22.19	83.54	Gexa Energy SH 550 DC1705 FM 511 8.22.19	Direct	Y	Local	Tolls
Kapsch - Mainten	Kapsch TrafficCom USA, Inc	486020SI00693	14,274.00	Toll System Maintenance Support June 2019	Indirect	Y	Local	Tolls
Kapsch - Mainten	Kapsch TrafficCom USA, Inc	486020SI00883	14,274.00	Toll System Maintenance Support July 2019	Indirect	Y	Local	Tolls
Prisciliano Delgado	Prisciliano Delgado	10702	200.00	Lawn Service August 2019	Indirect	Y	Local	Tolls
SD Sonny Pedraza	Sonny Pedraza	082319	105.00	SH 550 Maintnenance 8.23.19 (SD S. Pedraza)	Indirect	Y	Local	Tolls
SD Victor Genaro L	Victor Genaro Leos	082319	105.00	SH 550 Road Maitenance 8.23.19 (SD V. Leos)	Indirect	Y	Local	Tolls
TML Emp Health	TML Health Benefits Pool	2019-09	5,019.78	TML Health September 2019	Indirect	Y	Local	Tolls
<b>Total Tolls</b>			<u><b>35,215.02</b></u>					

<b>Operations</b>	<b>\$ 7,104.72</b>
<b>Interlocal - Oper</b>	<b>2,300.00</b>
<b>Bonds</b>	<b>14,866.67</b>
<b>Tolls</b>	<b>35,215.02</b>
<b>Total Transfer</b>	<b><u>\$ 59,486.41</u></b>





**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims for Acknowledgement September 6, 2019**

**100 -Operations**

<b>Vendor ID</b>	<b>Vendor Name</b>	<b>Invoice Number</b>	<b>Cash Required</b>	<b>Invoice/Credit Description</b>	<b>PROJ Title</b>	<b>Transfer Funds</b>	<b>Funding Source</b>	<b>Bank Account</b>
Adrian	Adrian Rincones	AR 9.3.19	\$ 200.40	AR Reimbursement 9.3.19	Indirect	Y	Local	Ope
AGC	AGC Solutions LLC	AGC 09.01.09	4,060.00	Admin Building Lease Sept.	Indirect	Y	Local	Ope
American Express	American Express	AMEX August 2019	2,603.12	AMEX August 2019	Indirect			
PEDRO SEPULVEDA JR	PEDRO SEPULVEDA JR.	PSJ Reimbursement	563.75	PSJ Reimbursement 8.30.19 Travel to Austin, Texas Meeting with	Indirect	Y	Local	Ope
ZIEGNER	ZIEGNER TECHNOLOGIES	103495	402.00	Hosting Services 8.31.19	Indirect	Y	Local	Ope
<b>Total Operations</b>			<u>7,829.27</u>					

**525 - Tolls**

<b>Vendor ID</b>	<b>Vendor Name</b>	<b>Invoice Number</b>	<b>Cash Required</b>	<b>Invoice/Credit Description</b>	<b>PROJ Title</b>	<b>Transfer Funds</b>	<b>Funding Source</b>	<b>Bank Account</b>
American Express	American Express	AMEX August 2019	\$ 2,244.34	AMEX August 2019	Indirect			
Fagan Consulting	Fagan Consulting LLC	CCOS1908	4,233.84	Fagan Operation Support	Indirect	Y	Local	Merch
LexisNexis	LexisNexis Risk Solutions FL Inc	1546392-20190831	103.81	Lexis Nexis August 2019	Indirect	Y	Local	Merch
Matus Contractor Co	Matus Contractor	133	4,000.00	Maintenance Sec 3 FM 550	Indirect	Y	Local	Merch
Matus Contractor Co	Matus Contractor Company	134	2,800.00	Maintenance GAP I connector between	Indirect	Y	Local	Merch
Ruben Ibanez	Ruben Ibanez	RI 9.3.19	351.16	RI Reimbursement 9.3.19 (Mileage , lift charge, and	Indirect	Y	Local	Merch
Verizon Wireless	Verizon Wireless	9836701445	89.57	Verizon 442219693-00001	Indirect	Y	Local	Merch
Zeehive LLC	Zellmer McConnell	1378	510.25	Travel reimbursement for	Indirect	Y	Local	Merch
<b>Total Tolls</b>			<u>14,332.97</u>					

<b>Operations</b>	<b>\$ 7,829.27</b>
<b>Tolls</b>	<b>14,332.97</b>
<b>Total Transfer</b>	<b><u>\$ 22,162.24</u></b>



#### **4-B    APPROVAL OF CLAIMS**



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
Claims September 13, 2019

**100-Interlocal Agreement**

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
S&B Infrastructure, Inc.	S&B Infrastructure, In	U2716.110-03	\$ 15,240.84	Cameron County Bridge Construction Management WA #10	CC - Bridge Maintenance Projects	Y	Local	Ope
Lucania Construction	Lucania Construction LLC	1027	59,024.36	CC - International Bridge Rehab (Los Indios)	CC - Bridge Maintenance Projects	Y	Local	Ope
Lucania Construction	Lucania Construction LLC	1025	44,307.00	CC - International Bridge Rehab (Gateway Bridge)	CC - Bridge Maintenance Projects	Y	Local	Ope
Lucania Construction	Lucania Construction LLC	1026	67,959.00	CC - International Bridge Rehab (Veterans Bridge)	CC - Bridge Maintenance Projects	Y	Local	Ope
Total Interlocal Agreement			<u>186,531.20</u>					

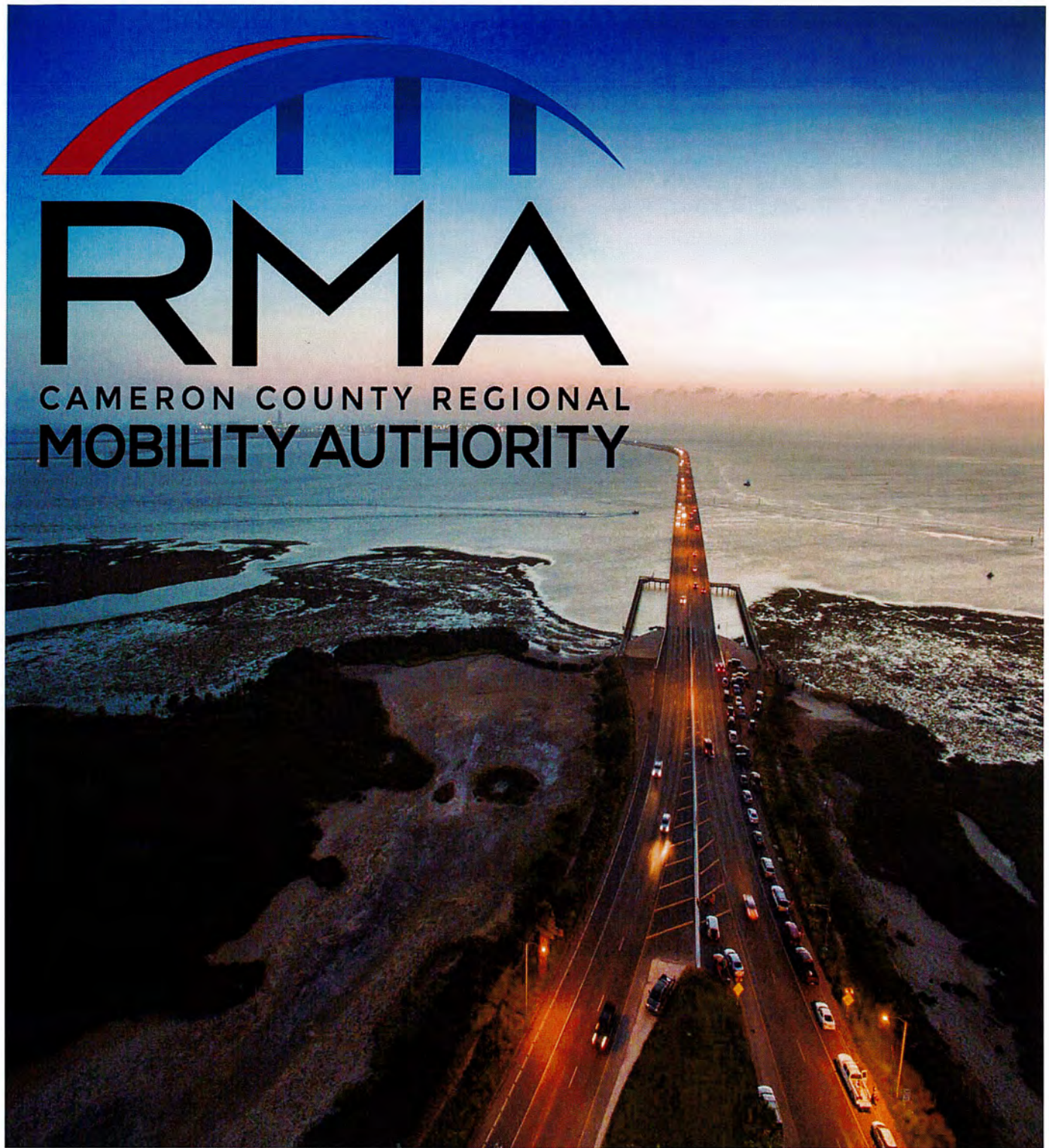
**525 - Tolls**

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Kapsch - Maintenance	Kapsch	486020SI00838	\$ 16,788.00	WA 010 JAI Camaras	Indirect	Y	Local	Tolls
TollPlus Inc	TollPlus Inc	019037	14,951.87	BOS and Pharr Maintenance and Support July	Indirect	Y	Local	Tolls
TollPlus Inc	TollPlus Inc	019044	375,000.00	BOS Enhancements Milestone #1	Indirect	Y	Local	BNY Mellon (Renewal & Tolls)
TollPlus Inc	TollPlus Inc	019045	14,951.87	BOS and Pharr Maintenance and Support August	Indirect	Y	Local	Tolls
Total Tolls			<u>421,691.74</u>					

**525 - Interlocal Agreement**

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
TollPlus Inc	TollPlus Inc	019037	\$ 6,150.00	BOS and Pharr Maintenance and Support July	Indirect	Y	Local	Tolls
TollPlus Inc	TollPlus Inc	019045	6,150.00	BOS and Pharr Maintenance and Support August	Indirect	Y	Local	Tolls
Total Tolls Interlocal Agreement			<u>12,300.00</u>					
Total Operation and Tolls Interlocal Agreements			<u>\$ 620,522.94</u>					

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



**CAMERON COUNTY REGIONAL  
MOBILITY AUTHORITY**

## **JULY 2019 FINANCIAL REPORT**

**PETE SEPULVEDA, JR., EXECUTIVE DIRECTOR**

**JESUS A. RINCONES, CPA, CHIEF FINANCIAL OFFICER**





## CCRMA MONTHLY FINANCIALS

### TABLE OF CONTENTS

<b>REVENUES &amp; EXPENSES .....</b>	
ADMINISTRATIVE REVENUES AND EXPENSES.....	1
TOLL OPERATIONS REVENUES AND EXPENSES - CASH.....	2
COMBINED REVENUES AND EXPENSES .....	3
<b>CAPITAL PROJECT'S.....</b>	
SUMMARIZED CAPITAL PROJECTS ACTIVITY.....	4
<b>FINANCIALS .....</b>	
BALANCE SHEET .....	5
STATEMENT OF CASH FLOW.....	7

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

Statement of Revenues, Expenses And Changes in Net Position - Montly R&E - Unposted Transactions Included In Report  
From 7/1/2019 Through 7/31/2019  
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
<b>Operating Revenues</b>					
Vehicle registration fees	293,400	2,754,420	3,225,000	(470,580)	2,708,070
TRZ revenue	644,077	644,077	475,000	169,077	574,508
Interlocal Agreement Revenue	2,939	18,434	100,000	(81,566)	33,823
Other revenue	37,129	211,452	330,000	(118,548)	332,760
<b>Total Operating Revenues</b>	<b>977,546</b>	<b>3,628,384</b>	<b>4,130,000</b>	<b>(501,616)</b>	<b>3,649,161</b>
<b>Operating Expenses</b>					
Personnel costs	61,548	688,432	826,423	137,991	632,319
Professional services	12,402	167,324	185,000	17,676	137,549
Contractual services	3,386	93,160	115,000	21,840	50,157
Advertising & marketing	0	3,924	25,000	21,076	19,629
Data processing	51	5,243	15,000	9,757	8,694
Dues & memberships	5,000	17,157	18,500	1,343	13,920
Education & training	299	4,266	10,000	5,735	2,505
Fiscal agent fees	0	15,154	25,000	9,846	18,862
Insurance	336	1,668	5,000	3,332	(10,331)
Maintenance & repairs	0	1,919	10,000	8,081	2,385
Office supplies	1,042	13,991	49,500	35,510	25,155
Rent	4,518	46,052	55,000	8,948	41,839
Travel	2,520	25,918	34,000	8,082	22,526
Utilities	1,032	9,392	12,000	2,608	8,282
<b>Total Operating Expenses</b>	<b>92,134</b>	<b>1,093,599</b>	<b>1,385,423</b>	<b>291,824</b>	<b>973,492</b>
<b>Total Operating Income (Loss)</b>	<b>885,412</b>	<b>2,534,785</b>	<b>2,744,577</b>	<b>(209,792)</b>	<b>2,675,670</b>
<b>Non Operating Revenue</b>					
Project Grant Revenue	0	908,683	908,683	0	6,269,016
Interest income	3,838	37,261	30,000	7,261	20,789
<b>Total Non Operating Revenue</b>	<b>3,838</b>	<b>945,944</b>	<b>938,683</b>	<b>7,261</b>	<b>6,289,805</b>
<b>Non Operating Expenses</b>					
Debt Interest	0	478,464	975,200	496,736	305,151
Debt Interest-LOC	0	4,255	25,000	20,745	38,044
Project Grant Expenses	23,527	969,753	0	(969,753)	0
<b>Total Non Operating Expenses</b>	<b>23,527</b>	<b>1,452,471</b>	<b>1,000,200</b>	<b>(452,271)</b>	<b>343,195</b>
<b>Total Changes in Net Position</b>	<b>865,722</b>	<b>2,028,258</b>	<b>2,683,060</b>	<b>(654,802)</b>	<b>8,622,280</b>

**Unaudited Financials Subject to Change**

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

Toll Operations Revenues & Expenses - Cash - Toll Operations Revenues & Expenditures - Cash - Unposted Transactions Included In Report  
From 7/1/2019 Through 7/31/2019  
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
<b>Toll Operating Revenues</b>					
TPS Revenues	190,023	1,619,832	1,850,000	(230,168)	1,743,785
Interop Revenues					
Interop Revenue	77,409	604,340	650,000	(45,661)	647,643
Bridge Interoperability	46,130	437,579	325,000	112,579	0
Total Interop Revenues	123,538	1,041,919	975,000	66,919	647,643
Revenue from Toll Collections	156	11,074	0	11,074	38,614
Other Toll Revenues					
Interlocal Agreement Revenue	3,699	37,779	150,000	(112,221)	38,030
Other Revenue	0	10,500	0	10,500	0
Total Other Toll Revenues	3,699	48,279	150,000	(101,721)	38,030
<b>Total Toll Operating Revenues</b>	<b>317,417</b>	<b>2,721,104</b>	<b>2,975,000</b>	<b>(253,896)</b>	<b>2,468,072</b>
<b>Toll Operating Expenses</b>					
Personnel Costs	45,746	535,120	833,257	298,137	385,374
Transaction Processing Costs	42,767	311,770	426,500	114,730	331,167
Toll System Maintenance/IT	1,440	171,334	258,750	87,416	168,790
Roadside Maintenance	69,380	390,446	480,000	89,554	301,967
CSC Indirect/Overhead Costs	7,264	103,152	259,500	156,348	110,388
<b>Total Toll Operating Expenses</b>	<b>166,597</b>	<b>1,511,822</b>	<b>2,258,007</b>	<b>746,185</b>	<b>1,297,686</b>
<b>Total Operating Income (Loss)</b>	<b>150,820</b>	<b>1,209,282</b>	<b>716,993</b>	<b>492,289</b>	<b>1,170,386</b>
<b>Non Operating Revenues</b>					
Project Grant Revenue	1,385,000	1,630,939	1,385,000	245,939	1,385,000
Total Project Grant Revenue	1,385,000	1,630,939	1,385,000	245,939	1,385,000
<b>Total Non Operating Revenues</b>	<b>1,385,000</b>	<b>1,630,939</b>	<b>1,385,000</b>	<b>245,939</b>	<b>1,385,000</b>
<b>Non Operating Expenses</b>					
Debt Interest	0	843,352	2,248,938	1,405,586	1,124,469
Project Grant Expenses	0	320,141	0	(320,141)	0
<b>Total Non Operating Expenses</b>	<b>0</b>	<b>1,163,492</b>	<b>2,248,938</b>	<b>1,085,446</b>	<b>1,124,469</b>
<b>Changes in Net Position</b>	<b>1,535,820</b>	<b>1,676,729</b>	<b>(146,945)</b>	<b>1,823,674</b>	<b>1,430,917</b>

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
Combined Statement of Revenues and Expenses - Unposted Transactions Included In Report  
From 7/1/2019 Through 7/31/2019  
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
Operating Revenues					
Vehicle registration fees	293,400	2,754,420	3,225,000	(470,580)	2,708,070
Interlocal Agreement Revenue	6,639	56,213	250,000	(193,787)	71,853
TRZ Revenue	644,077	644,077	475,000	169,077	574,508
Toll revenues	313,717	2,672,825	2,825,000	(152,175)	2,281,110
Other revenue	37,129	221,952	330,000	(108,048)	332,760
Total Operating Revenues	<u>1,294,963</u>	<u>6,349,488</u>	<u>7,105,000</u>	<u>(755,512)</u>	<u>5,968,301</u>
Operating Expenses					
Personnel costs	107,294	1,223,552	1,659,680	436,128	1,017,693
Accounting software and services	402	5,751	10,000	4,249	6,132
Professional services	12,000	162,037	175,000	12,964	131,417
Contractual services	3,386	99,703	155,000	55,297	52,197
Advertising & marketing	1,353	22,906	85,000	62,094	41,208
Data processing	51	5,958	15,000	9,042	8,694
Dues & memberships	5,160	22,443	23,500	1,057	17,775
Education & training	299	6,751	20,000	13,250	4,059
Fiscal agent fees	0	15,154	25,000	9,846	18,862
Insurance	16,271	72,254	100,000	27,746	63,371
Maintenance & repairs	1,390	17,842	85,000	67,158	19,280
Office supplies	22,635	174,257	279,500	105,243	189,251
Road maintenance	55,932	483,907	633,750	149,843	408,787
Rent	5,804	67,754	77,500	9,746	56,608
Toll services	17,444	136,804	191,500	54,696	162,198
Travel	4,502	43,645	46,000	2,355	29,696
Utilities	4,808	44,705	62,000	17,295	43,949
Total Operating Expenses	<u>258,731</u>	<u>2,605,421</u>	<u>3,643,430</u>	<u>1,038,009</u>	<u>2,271,177</u>
Net Change from Operations	<u>1,036,232</u>	<u>3,744,067</u>	<u>3,461,570</u>	<u>282,497</u>	<u>3,697,124</u>
Non Operating Revenue					
Interest income	3,838	37,261	30,000	7,261	20,789
Project Grant Revenue	<u>1,385,000</u>	<u>2,539,622</u>	<u>2,293,683</u>	<u>245,939</u>	<u>7,654,016</u>
Total Non Operating Revenue	<u>1,388,838</u>	<u>2,576,884</u>	<u>2,323,683</u>	<u>253,201</u>	<u>7,674,805</u>
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	38,044
Project Grant Expenses	<u>23,527</u>	<u>1,289,893</u>	<u>0</u>	<u>(1,289,893)</u>	<u>0</u>
Total Non Operating Expenses	<u>23,527</u>	<u>2,615,964</u>	<u>3,249,138</u>	<u>633,174</u>	<u>1,467,664</u>
Changes in Net Position	<u>2,401,542</u>	<u>3,704,987</u>	<u>2,536,115</u>	<u>1,168,872</u>	<u>9,904,266</u>



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

Capital Project Expenses - Summarized - Unposted Transactions Included In Report  
From 7/1/2019 Through 7/31/2019  
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original
Capital Projects				
South Padre Island 2nd Access	8,081	42,594	0	(42,594)
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	5,800	373,745	21,850,000	21,476,255
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	0	1,043,523	1,101,500	57,977
CC - Old ALice Road	0	64,464	225,000	160,536
Total Capital Projects	<u>13,881</u>	<u>2,005,978</u>	<u>23,840,250</u>	21,834,272

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

Balance Sheet  
As of 7/31/2019  
(In Whole Numbers)

	<u>Current Year</u>
<b>ASSETS</b>	
Current Assets:	
Cash and cash equivalents	3,241,638
Restricted cash accounts - debt service	7,290,819
Accounts receivable	
Accounts Receivable - Customers	115,305
TPS Accounts Receivable	3,184,138
Allowance Accounts Receivable - Tolls	(1,351,628)
TPS RBP Accounts Receivable	209,176
Vehicle Registration Fees - Receivable	610,686
Total Accounts receivable	<u>2,767,677</u>
Accounts Receivable in Collections	
Allowance for P2	(1,558,692)
Collections P2 - Duncan	2,134,895
Duncan Toll Collections P1	3,640,369
Collections P1 Allowance for Bad Debt	(3,653,875)
Total Accounts Receivable in Collections	<u>562,698</u>
Accounts receivable - other agencies	
Due from Other Agencies	<u>824,054</u>
Total Accounts receivable - other agencies	<u>824,054</u>
Total Current Assets:	14,686,886
Non Current Assets:	
Capital assets, net	105,624,067
Capital projects in progress	21,752,962
Redevelopment Assets/Other Agencies	
Other Assets	219,742
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	<u>154,120</u>
Total Redevelopment Assets/Other Agencies	1,048,941
Unamortized bond prepaid costs	<u>109,318</u>
Total Non Current Assets:	128,535,287
Other	
	<u>151,559</u>
Total ASSETS	<u><u>143,373,732</u></u>
<b>LIABILITIES</b>	
Current Liabilities	
Accounts payable	
AP - Operations	155,514
AP - Project Exenditures	<u>276,647</u>
Total Accounts payable	432,161
Payroll liabilities	11,540
Deferred revenue	<u>20,528</u>
Total Current Liabilities	464,229
Non Current Liabilities	
Due to other agencies	
Cameron County	167,500
South Port Connector - Interlocal	700,000
Cameron County POV Expansion Veterans	214,548

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

Balance Sheet  
As of 7/31/2019  
(In Whole Numbers)

	Current Year
Cameron County Intl Bridge Interlocal	121,767
FM 509 Project	76,060
Total Due to other agencies	1,279,875
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	93,492,435
Other	
Deferred Inflows	15,839
Total Other	15,839
Total LIABILITIES	93,972,503
NET POSITION	
Beginning net position	
	45,306,675
Total Beginning net position	45,306,675
Changes in net position	
	4,094,554
Total Changes in net position	4,094,554
Total NET POSITION	49,401,229
TOTAL LIABILITIES AND NET POSITION	143,373,732

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

## Statement of Cash Flows

As of 7/31/2019

(In Whole Numbers)

	Current Period	Current Year
Cash Flows from Operating Activities		
Receipts from Vehicle Registration Fees	269,950	2,922,730
Receipts from MSB/Interop Toll revenues	77,921	841,199
Receipts from TPS Toll Revenues	172,213	2,272,471
Receipts from Other Operating Revenues	686,125	920,523
Payments to Vendors	(159,695)	(2,621,632)
Payments to Employees	(97,923)	(1,104,958)
Total Cash Flows from Operating Activities	948,590	3,230,333
Cash Flows from Capital and Related Financing Activities		
Acquisitions of Property and Equipment	0	(900)
Acquisitions of Construction in Progress	(203,812)	(1,458,935)
Payments on interest	0	(1,761,999)
Payments on Bond Principal	0	(905,000)
Bond and Debt Proceeds	0	(188,117)
Proceeds related to Redevelopment Assets	(573,371)	1,137,238
Advances on FAA and Grant Proceeds	0	1,154,622
Total Cash Flows from Capital and Related Financing Activities	(777,183)	(2,023,091)
Cash Flows from Investing Activities		
Receipts from Interest Income	3,838	37,261
Total Cash Flows from Investing Activities	3,838	37,261
Beginning Cash & Cash Equivalents	10,339,246	9,911,011
Ending Cash & Cash Equivalents	10,514,491	11,155,513





To: Pete Sepulveda

From: Adrian Rincones

Date: 9/13/2019

Re: Budget Amendment #1 FY2019

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Description:

**100 Operations Fund**

GL#	GL Description	Current	Budget Amended	Net Change
1	42000 Grant Revenue	\$ 2,565,000	\$ 908,683	\$ (1,656,317)
2	60135 Legal Expense	50,000	105,000	55,000
3	60130 Contractual	40,000	10,000	(30,000)
4	60161 Fiscal Agent Fees	50,000	25,000	(25,000)
5	60190 Rent	54,000	55,000	1,000
6	60172 Miscellaneous	5,000	-	(5,000)
7	60200 Travel	12,000	16,000	4,000
	Total Fund 100	\$ 2,776,000.00	\$ 1,119,683.00	\$ (1,656,317.00)

**525 Toll Fund**

1	42150 Pass Through Grant Revenue	\$ 2,248,938	\$ 1,385,000	\$ (863,938)
	Total Fund 525	\$ 2,248,938	\$ 1,385,000	\$ (863,938)

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Pete Sepulveda, Jr. Executive Director

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Date

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

**4-E    CONSIDERATION AND APPROVAL OF CHANGE ORDER NUMBER 1 WITH  
LUCANIA CONSTRUCTION, LLC FOR THE CAMERON COUNTY  
INTERNATIONAL BRIDGE SYSTEM MAINTENANCE PROJECTS.**

CONSTRUCTION CONTRACT CHANGE ORDER: 001

Contract No.: CCRMA 2019-01-INTL

Contractor: Lucania Construction, LLC

Project Location: Cameron County Intl. Bridges

Type of Change Order: Minor Major/Minor

Describe the change and the reason for the change order. When necessary, include exceptions to this agreement.

Contractor offered a reduced unit price on certain items following RFI No. 1 for items related to Los Indios Free Trade Bridge. Quantity overrun was incurred for items related to Veterans International Bridge and additional work as requested by Owner and US CBP at the Veterans International Bridge.

New or revised plan sheets: None

Each Signatory hereby warrants that each has the authority to execute this Change Order

By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expense; additional changes for time, overhead and profit; or loss of compensation as a result of this change. Further the contractor agrees that this agreement is made in accordance with Item 4L and the Contract. Exceptions should be noted in the description of reason for the change order.

By signing this change order, the CCRMA agrees to the changes described herein. Further the CCRMA agrees that this agreement is made in accordance with Item 4L and the Contract. Exceptions should be noted in the description of reason for the change order.

**LC LUCANIA**  
CONSTRUCTION LLC  
NAVY CIVIL CONSTRUCTION

Date: 8/13/19

CCRMA

Date: 9/13/19

By:

By:

Type/Printed Name: NICOLA IUVONE

Type/Printed Name: FRANK BUTLER, JR.

Type/Printed Title: MEMBER

Type/Printed Title: Chairman

Contract Price Prior to Change Order ..... \$ 953,541.77

Net Increase/Decrease of this Change Order ..... \$ 46,540.06

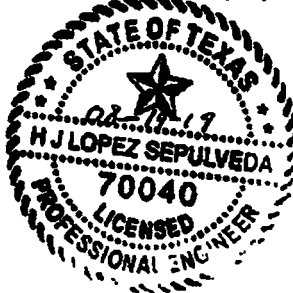
Contract Price with Change Order ..... \$ 1,000,081.83

Increase/Decrease in Time No Adjustment

Adjusted Completion Date No Adjustment

Recommended for Execution:

Hector J. Lopez, PE, Project Manager 8/13/19





CONSTRUCTION CONTRACT CHANGE ORDER: 001

Table A: Contract Items

ITEM	DESCRIPTION	UNIT	ORIGINAL + PREVIOUSLY REVISED		REVISED		OVERLAP/ UNDERLAP		
			UNIT COST	QUANTITY	UNIT COST	QUANTITY		ITEM COST	
LOS INDIOS FREE TRADE BRIDGE									
429-6009	CONC. STR REPAIR (STANDARD) (DRAIN GRATE STRUCTURE, ALL INCLUSIVE)	LF	605.00	128.00	77,440.00	453.02	128.00	57,986.56	-19,453.44
442-6008	STR STEEL (MISCELLANEOUS BRIDGE) INSTALL MISSING BOLTS OF EXPANSION JOINT COVER METAL PLATE ON EAST SIDE	LS	2,580.00	1.00	2,580.00	1,247.00	1.00	1,247.00	-1,333.00
442-6008	STR STEEL (MISCELLANEOUS BRIDGE) RE-ATTACH THE WEST SIDEWALK EXPANSION METAL PLATE OVER BENT 4	LS	2,200.00	1.00	2,200.00	1,335.00	1.00	1,335.00	-865.00
442-6008	STR STEEL (MISCELLANEOUS BRIDGE) INSTALL THE MISSING BOLTS AND NUTS OF RAILING POST ON THE WEST SIDE	LS	2,520.00	1.00	2,520.00	1,183.00	1.00	1,183.00	-1,337.00
442-6008	STR STEEL (MISCELLANEOUS BRIDGE) INSTALL THE MISSING ANCHORAGE BOLTS OF THE GUARDRAIL END TREATMENT ON THE EAST SIDE OF SPAN 3	LS	2,520.00	1.00	2,520.00	1,183.00	1.00	1,183.00	-1,337.00
442-6008	STR STEEL (MISCELLANEOUS BRIDGE) INSTALL THE MISSING UTILITY BOX COVER PLATE ON THE EAST SIDEWALK AT SPAN 3	EA	4,230.00	1.00	4,230.00	1,853.00	1.00	1,853.00	-2,377.00
VETERANS INTERNATIONAL BRIDGE									
500-6001	MOBILIZATION	LS	30,500.00	1.00	30,500.00	37,800.00	1.00	37,800.00	7,300.00
VETERANS SOUTHBOUND LANES									
400-6005	CEM STABIL BKFL - BACKFILL AROUND 2-COLUMNS FOUNDATIONS AT BENT 17 TO REPAIR SCOUR	CY	150.00	7.00	1,050.00	150.00	8.00	1,200.00	150.00
NORTHBOUND SENTRI LANE									
512-6005	PORT CTB (FURNISH & INST) (F-SHAPE) (TY 1) - SITE ILLUMINATION OF WORK AREA INCLUDED (IF REQUIRED)	LF	22.00	3,060.00	67,320.00	22.00	3,240.00	71,280.00	3,960.00
512-6029	PORT CTB (MOVE) (F-SHAPE) (TY 1) (30')	LF	--	--	--	18.25	1,630.00	29,747.50	29,747.50
104-6064	REMOVING CONC (MISC) - TRAFPC CONCRETE STOPS	LF	--	--	--	2.95	1,500.00	4,425.00	4,425.00
104-6021	CUT AND AFFIX GUARD RAIL TO CTB	EA	--	--	--	1,700.00	1.00	1,700.00	1,700.00
512-6029	RELOCATE PORT CTB (F-SHAPE) (TY 1) (30')	EA	--	--	--	1,380.00	4.00	5,520.00	5,520.00
512-6029	RELOCATE PORT CTB (F-SHAPE) (TY 1) (15')	EA	--	--	--	1,190.00	2.00	2,380.00	2,380.00
544-6001	AIR 2 - INSTALL CRASH CUSHION ATTENUATOR (SLED TL-1)	EA	--	--	--	7,880.00	1.00	7,880.00	7,880.00
666-6011	REFL PAV MRK TY 1 (W/4"SLD)(090RAIL)	LF	--	--	--	2.20	1,620.00	3,564.00	3,564.00
NORTHBOUND SENTRI LANE - MK SIDE									

CONSTRUCTION CONTRACT CHANGE ORDER: 001

Table A: Contract Items (cont.)

ITEM	DESCRIPTION	UNIT	ORIGINAL + PREVIOUSLY REVISED		REVISED		OVERRUN/ UNDERRUN
			UNIT COST	QUANTITY	UNIT COST	QUANTITY	
104-6064	RELOCATE CONCRETE STOPS (8"X10"X10')	EA	-	-	48.00	50.00	2,400.00
512-6029	RELOCATE PORT CTB (F-SHAPE) (TY 1) (10')	EA	-	-	68.00	62.00	4,216.00
TOTALS							46,540.06

**4-F    CONSIDERATION AND APPROVAL OF TERMINATION OF WORK  
AUTHORIZATION 4 WITH HALFF ASSOCIATES, INC. FOR STRUCTURAL  
AND CIVIL DESIGN SERVICES.**



**TO: Board of Directors**

**FROM: Pete Sepulveda, Jr.**

**DATE: September 13, 2019**

**SUBJ: Item 4F Consideration and Approval of Termination of Work Authorization 4 with Halff Associates, Inc. for Structural and Civil Design Services.**

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On October 11, 2018 the CCRMA Board approved Work Authorization No. 4 with Halff Associates, Inc. for Architectural, MEP, Structural and Civil Design services for the CCRMA Administration Building in the amount of \$48,559.80.

As of September 6, 2019, CCRMA has paid Halff Associates \$5,599.80 for work performed under Work Authorization No. 04, which leaves an available balance of \$42,960.00 with no pending invoices to be processed or paid for the project.

Since this Work Authorization was approved, the CCRMA has taken another direction and is pursuing the purchase of the current administrative building. For this reason, CCRMA staff is recommending the termination of Work Authorization No. 04.



**4-G CONSIDERATION AND APPROVAL OF FY 2019 EXTERNAL AUDIT  
ENGAGEMENT WITH BURTON, MCCUMBER, & LONGORIA, LLP.**

September 5, 2019

Board of Directors and Management  
Cameron County Regional Mobility Authority  
3461 Carmen Ave.  
Rancho Viejo, Texas 78575

We are pleased to confirm our understanding of the services we are to provide to the Cameron County Regional Mobility Authority (Authority), a component unit of Cameron County, Texas, for the year ended September 30, 2019. We will audit the financial statements of the business-type activities including the related notes to the financial statements, which collectively comprise the basic financial statements, of Authority as of and for the year ended September 30, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Cameron County Regional Mobility's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

As part of our engagement, we will apply certain limited procedures to the Authority's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedule of Changes in Employer's Net Pension Liability and Related Ratios
- 3) Schedule of Employer Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies Authority's financial statements. We will subject supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements.

## Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the *State of Texas Single Audit Circular*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance; the *State of Texas Single Audit Circular*, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to management and the Board of Directors of the Authority. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

## Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or

employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal/state awards; federal/state award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal/state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.



## **Cameron County Regional Mobility Authority – Audit 2019**

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests on the Authority's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and the *State of Texas Audit Circular* requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal/state statutes, regulations, and the terms and conditions of federal/state awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Authority's major programs. The purpose of these procedures will be to express an opinion on the Authority's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the *State of Texas Single Audit Circular*.

### **Other Services**

We may also assist in preparing the financial statements, schedule of expenditures of federal/state awards, including the Data Collection Form, and related notes of the Authority in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal/state awards, related notes, and pension journal entry services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal/state awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal/state awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal/state statutes) and the provisions of contracts and grant agreements (including award agreements). Your

responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal/state statutes, regulations, and the terms and conditions of federal/state awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal/state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal/state awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal/state awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal/state awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal/state awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal/state awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal/state awards.

## **Cameron County Regional Mobility Authority – Audit 2019**

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal/state awards, and related notes, and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal/state awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal/state awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

**Cameron County Regional Mobility Authority – Audit 2019**

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal/state awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Authority; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Burton, McCumber, & Longoria, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to federal/state agencies or its designee, providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Burton, McCumber, & Longoria, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the federal/state agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Ben Peña, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. His responsibilities include supervising Burton McCumber & Longoria, LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. **We estimate that our audit fee for the services described in this letter will be \$29,500 plus out-of-pocket expenses.** Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.



## **Cameron County Regional Mobility Authority – Audit 2019**

In the unlikely event that any differences concerning our services or fees should arise that are not resolved by mutual agreement, you and we agree that any controversy, dispute or claim (whether in tort, contract, statutory or otherwise) and/or disagreements concerning the breach hereof, or any other dispute or disagreement between the parties hereto, shall first be submitted to non-binding mediation administered by the American Arbitration Association under the Dispute Resolution Rules of Professional Accounting Services Dispute Resolution Rules before resorting to arbitration, litigation, or some other dispute resolution procedure.

If not resolved in such mediation, thereafter settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association by an arbitrator(s) sitting in Brownsville, Cameron County, Texas. Any award by an arbitrator(s) shall be binding in all parties to this Agreement. The cost of any mediation or arbitration proceedings shall be shared equally by both parties. Any liability resulting from any award as a result of mediation or arbitration shall be limited to a return of the fees paid for the services included in this engagement letter.

The Authority agrees to hold harmless and indemnify Burton McCumber & Longoria, L.L.P. from any and all claims against (or from) the Authority or other third parties which arise from the withholding or concealment of information or known misrepresentations made to Burton McCumber & Longoria, L.L.P. by the Authority's governance, management, employees or its representatives in connection with this engagement. The provisions of this paragraph shall apply regardless of the nature of the claim; including the negligence of any party.

All information you provide to us in connection with this engagement will be maintained by us on a strictly confidential basis. If we receive a summons or subpoena requesting that we produce documents from this engagement or testify about this engagement and we are not prohibited from doing so by law or regulation, we agree to inform you of such requests as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate to protect information from discovery. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request. As long as we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as fees and expenses of our counsel, incurred in responding to such requests.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of contract. A copy of our peer review is included below as an attachment. In addition, a copy of our most recent peer review report can be obtained online at [www.aicpa.org](http://www.aicpa.org).

If any portion of this letter is held invalid, it is agreed that such invalidity shall not affect any of the remaining portion.

This engagement includes only those services specifically described in this letter. Costs and time spent in responding to or appearing before judicial proceedings, governmental organizations, or regulatory bodies, whether by request or subpoena, arising out of this engagement will be billed to you separately.

We appreciate the opportunity to be of service to Cameron County Regional Mobility Authority and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

# GLASS & COMPANY

CERTIFIED PUBLIC ACCOUNTANTS, P.C.

## Report on the Firm's System of Quality Control

June 23, 2017

To the Partners of Burton McCumber & Cortez, LLP  
and the Peer Review Committee of the TSCPA

We have reviewed the system of quality control for the accounting and auditing practice of Burton McCumber & Cortez, LLP (the firm) in effect for the year ended December 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included an engagement performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and an audit of an employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Burton McCumber & Cortez, LLP in effect for the year ended December 31, 2016, has been suitably

Burton McCumber & Cortez, LLP  
June 23, 2017  
Page | 2

**Opinion (Continued)**

designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Burton McCumber & Cortez, LLP has received a peer review rating of *pass*.

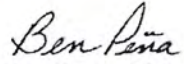
*Glass & Company*

GLASS & COMPANY  
CERTIFIED PUBLIC ACCOUNTANTS, P.C.

Cameron County Regional Mobility Authority – Audit 2019

Very truly yours,

BURTON, McCUMBER, & LONGORIA, LLP



Ben Peña, CPA, CFE  
Partner

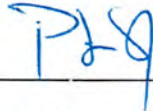
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RESPONSE:

This letter correctly sets forth the understanding of Cameron County Regional Mobility Authority and we confirm receipt of BML's 2018 Peer Review Report attached to this engagement letter.

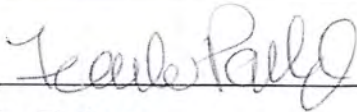
Management signature: \_\_\_\_\_



Title: Pete Sepulveda, Jr., Executive Director

Date: September 13, 2019

Governance signature: \_\_\_\_\_



Title: Frank Parker, Jr., Chairman

Date: September 13, 2019




**4-H    CONSIDERATION AND APPROVAL OF A CONSULTING SERVICES  
CONTRACT BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY  
AUTHORITY AND ROL CONSULTING, LLC.**



**IMPROVING MORE THAN JUST ROADS**

## **MEMORANDUM**

**TO:** Board of Directors  
**FROM:** Pete Sepulveda, Jr.   
RMA Executive Director  
**DATE:** September 13, 2019  
**RE:** Item 4-H ROL Consulting, LLC

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ROL Consulting, LLC, is uniquely qualified and competent to act as a Consultant to the CCRMA in providing project planning support and project management services to ensure consistency with Texas Department of Transportation requirements for Local Government Projects Policies and Procedures, securing funding for projects, and providing assistance with planning consistency with other local governments. The sole owner of ROL Consulting, LLC, has significant experience and knowledge in providing the consulting services described above especially for transportation projects in Cameron County, Texas.

After a good faith review of other possible consultants for the foregoing purpose, ROL Consulting, LLC, is the only prospective consultant that possesses the demonstrated competence, knowledge, and qualifications to provide the requested services to the CCRMA at a reasonable fee and within the CCRMA's time limitations for the CCRMA's projects provided that the sole owner of ROL Consulting, LLC, provides the services.

# **ROL Consulting, LLC.**

## **AGREEMENT FOR CONSULTING SERVICES**

ROL Consulting, LLC (Consultant) will provide project planning support and project management services to Cameron County Regional Mobility Authority (Client). Such support will include oversight of the development of CCRMA transportation projects to ensure consistency with TxDOT requirements for Local Government Projects Policies and Procedures. This includes assistance with securing funding for projects, and providing assistance with planning consistency with other local governments.

Any information furnished by the Client, whether orally or in writing, shall be treated as confidential.

This Agreement is effective as of September 13, 2019. This agreement will terminate on September 13, 2020 unless terminated earlier in whole or in part by Consultant or the Client. Further, either party may terminate this agreement upon 30-days written notice to the other party.

### **SCOPE OF SERVICES**

In cooperation with the Client and at the direction of appropriate representatives of the Client, the Consultant proposed to provide the following services:

- Assist the Client with the oversight of the development of the various phases of project development;
- Assist the Client with TxDOT Advanced Funding Agreement procurement, development and review for execution;
- Develop and maintain an overall project development status report and assist staff with project critical path management;
- Serve as an advisor for items before the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) and assist the Client in obtaining projects for funding in the region;
- Attend the RGVMPO technical and policy meetings, and upon request, attend CCRMA meetings. Additionally, the Consultant upon the request of the CCRMA Staff, will meet to discuss strategies for completing projects that may be eligible for federal and/or state funding. This will include assisting in the development of strategic planning documents and development of project selection criteria (cost estimates, project layouts, ADT,

accidents, etc.) for prioritizing projects.

- Maintain project planning consistency between the RGVMPO planning documents and TxDOT planning documents;
- Advise on and participate in discussions regarding the development of Client's projects and identify programs or opportunities for funding;
- Provide written reports to the Client on a monthly basis with the invoice;

The product of all work performed under this Agreement, including reports, and other related materials shall be the property of the Client, and the Client shall have the sole right to use, sell, license, publish, or otherwise disseminate or transfer rights in such work product. In addition, original documents and reports developed under this Agreement shall belong to and become property of the Client.

In consideration for such services, all of which are to be provided by David Anthony Garza, the Client shall pay professional fees of \$7,800.00 each month for the duration of the contract. In addition, the Client would reimburse the Consultant monthly for any reasonable actual out-of-pocket office or travel expense, provided that such expense receives prior written approval of the Client's Executive Director and is consistent with the Client's travel policy. If Consultant and Client both agree that a higher level of service than expected is needed during the project development process, the consultant and Client may renegotiate this contract based on mutually agreeable terms if necessary during the term of the contract. Notwithstanding the foregoing, consultant remains obliged to perform under this Agreement during such renegotiation.

Consultant will not expend any funds on behalf of or in the name of the Client as political contributions or in support of any political party, any candidate for political office, or any referendum issue. Neither Consultant nor any third party acting on behalf of Consultant will have or hold itself out as having authority to bind the Client in any way and on any subject whatsoever.

Consultant represents and warrants that it is free to enter into and fully perform this agreement and that no agreement or understanding with any other person, firm, or corporation exists or will exist that would interfere with Consultants obligations hereunder. In no instance shall Consultant take a position to Client's interests in the matters in which consultant represents Client. Consultant shall do everything in its power to promote Client's interests in the matters Client has entrusted to Consultant, and Consultant will do nothing that will be adverse to the commitment.

THE CONSULTANT SHALL DEFEND, INDEMNIFY AND HOLD THE CLIENT, AND THE CLIENT'S DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS HARMLESS



FROM ANY AND ALL CLAIMS, INJURIES, DAMAGES, LOSSES, OR SUITS. INCLUDING BUT NOT LIMITED TO LEGAL COSTS AND ATTORNEY'S FEES, ARISING OUT OF OR IN CONNECTION WITH THE CONSULTANT'S PERFORMANCE OUT OF THIS AGREEMENT, EXCEPT FOR INJURIES CAUSED BY THE NEGLIGENCE OF THE CLIENT. IN THE EVENT OF LIABILITY FOR DAMAGES ARISING OUT OF BODILY INJURY TO PERSONS OR DAMAGES TO PROPERTY CAUSED BY OR RESULTING FROM THE CONCURRENT NEGLIGENCE OF THE CONSULTANT AND THE CLIENT, THEN THE CONSULTANT'S LIABILITY HEREUNDER SHALL ONLY BE TO THE EXTENT OF THE CONSULTANT'S NEGLIGENCE.

This Agreement will be governed by the laws of the State of Texas, and venue for any cause of action arising out of or related to this Agreement shall be in Cameron County, Texas.

Either party may terminate this Agreement at any time for any reason by giving at least thirty (30) days' written notice to the other party. If this Agreement is terminated by the Client as provided herein, the Consultant shall be paid for the work completed as of the date of termination.

IN WITNESS WHEREOF, this Contract is executed in duplicate counterparts and hereby accepted and acknowledged below.

Acceptance/Acknowledgement:

CONSULTANT:

**ROL Consulting, LLC**

By: David Anthony Garza

David Anthony Garza

Typed or Printed Name

Owner

Title

Date: 9/15/2019

CLIENT:

**CCRMA**

By: Frank Parker

Frank Parker

Typed or Printed Name

Chairman

Title

Date: 9/14/19

- 4-I    CONSIDERATION AND APPROVAL OF AN INTERLOCAL AGREEMENT  
BETWEEN CAMERON COUNTY, THE CAMERON COUNTY REGIONAL  
MOBILITY AUTHORITY AND THE CITY OF BROWNSVILLE FOR THE OLD  
ALICE ROAD PROJECT.**

STATE OF TEXAS            )  
  )  
CAMERON COUNTY            )

**INTERLOCAL COOPERATION AGREEMENT**

THIS INTERLOCAL COOPERATION AGREEMENT is entered into and between the COUNTY OF CAMERON, TEXAS, hereinafter referred to as "COUNTY", the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, hereinafter referred to as "CCRMA" and the City of Brownsville, hereinafter referred to as "CITY", pursuant to V.T.C.A., Government Code, and Chapter 791, whereby:

1. PURPOSE OF INTERLOCAL COOPERATIVE AGREEMENT: To allow the CCRMA to develop Preliminary Engineering and Environmental documents as well as Plans, Specifications, and Estimates, and complete any project development activities to develop the project to a Ready-to-Let Status for construction. This project is fully funded with local funds for Preliminary Engineering and fully funded for construction and construction engineering with Category 7 funds at the Metropolitan Planning Organization based on current estimates.
2. PROJECT TO BE COMPLETED: To advance the Old Alice Road Project to a Ready-to-Let Status with TxDOT. Project Limits are from Highway 100 to Sports Park Blvd.
3. CCRMA HEREBY AGREES TO:
  - a. To utilize one of the CCRMA's consultants to develop engineering/design plans, coordinate any ROW acquisition or utility adjustments, and conduct environmental studies and traffic studies.
  - b. To coordinate with the Texas Department of Transportation (TxDOT) the necessary environmental document as well as design and engineering and coordination with any state and federal agencies on any issues arising during the environmental phase and design and engineering.
  - c. To provide monthly progress reports of activities to the COUNTY and CITY.
  - d. To provide for consultations with the environmental agencies.
  - e. To Coordinate with TxDOT and the Regional MPO for any additional funding needed for the Construction phase.
  - f. To locally let the project through the CCRMA utilizing CCRMA staff and consultants.
  - g. In addition to serving as Project Manager, the CCRMA will be responsible for the preparation of the Environmental document, Traffic studies and Cultural Resource studies totaling approximately \$229,000.00
4. COUNTY AND CITY HEREBY AGREE TO:
  - a. To each provide funding in the amount of \$350,000 for the preliminary engineering phase.
  - b. To provide any engineering plans or surveys currently available at the COUNTY.
  - c. To provide funding for any local match for design, construction engineering, and construction required by TxDOT.
5. It is specifically understood and agreed that in the event insufficient funds are appropriated and/or budgeted concerning the obligations under this Interlocal Cooperation Agreement on behalf of either of the Parties, then the Party with the insufficient funds shall notify the other Parties and this Interlocal Cooperation Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to the Party.
6. Any payment made by either party will be made from current revenues of the paying party.

7. This Interlocal Cooperation Agreement constitutes a one-time Agreement between the Parties and does not constitute a continuing Agreement for the COUNTY, CCRMA and CITY. The Interlocal Cooperation Agreement expires when the Projects are completed or a 30 day termination notice is given by either COUNTY, CCRMA or CITY.
8. The Rules, Regulations and Orders of the CCRMA shall govern this Interlocal Cooperation Agreement and the Parties agree that the CCRMA shall supervise the performance of this Interlocal Cooperation Agreement.
9. This Interlocal Cooperation Agreement shall have no legal force or effect until such time as it is properly Adopted and Approved by the CAMERON COUNTY COMMISSIONERS COURT, the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS and the CITY OF BROWNSVILLE CITY COMMISSION.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Attested by: \_\_\_\_\_  
Sylvia Garza-Perez  
County Clerk

\_\_\_\_\_  
Eddie Trevino, Jr.  
County Judge

Attested by: \_\_\_\_\_  
Arturo A. Nelson  
CCRMA Secretary

\_\_\_\_\_  
Frank Parker, Jr.  
CCRMA Chairman

Attested by: \_\_\_\_\_  
Griselda Rosas  
City Secretary

\_\_\_\_\_  
Juan "Trey" Mendez  
Brownsville City Mayor



**4-J    CONSIDERATION AND APPROVAL FOR RENEWAL OF CONTRACT FOR  
TEXAS DEPARTMENT OF MOTOR VEHICLES AND THE CAMERON COUNTY  
REGIONAL MOBILITY AUTHORITY FOR THE PROCESSING OF TOLL  
TRANSACTIONS.**

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

**Motor Vehicle Data Service Contract for  
Accessing Texas Motor Vehicle Records**

THIS CONTRACT, is made by and between the State of Texas, acting by and through the Texas Department of Motor Vehicles, hereinafter called the "TxDMV," and

Cameron County Regional Mobility Authority  
(Name of business or entity to be used throughout Contract)

hereinafter called the "Customer;" which may be either a Texas governmental entity "Political Subdivision," or a private entity "Contractor" who wishes to obtain data for a non-public purpose.

**WITNESSETH**

WHEREAS, Texas Transportation Code, Chapters 501, 502, 504 and 520 establish that TxDMV is responsible for administering and retaining Texas motor vehicle title and registration records (MVRs); and

WHEREAS, TxDMV is authorized by Title 43, Texas Administrative Code, §217.123, to enter into written service agreements with individuals, businesses, and governmental entities to provide electronic access to vehicle title and registration records; and

WHEREAS, TxDMV is authorized by Texas Government Code Chapter 552 (the Public Information Act) and Title 43, Texas Administrative Code §217.124 to charge reasonable fees for public information; and

WHEREAS, the Federal Driver's Privacy Protection Act (18 U.S.C. §2721 et seq.) and Texas Motor Vehicle Records Disclosure Act (Texas Transportation Code Chapter 730) (the Acts) authorize the department to disclose personal information, as defined in those acts, contained in MVRs only in accordance with the Acts; and

WHEREAS, the Political Subdivision is a Texas governmental entity requesting permission to access or receive MVRs; and

WHEREAS, the Political Subdivision may enter into agreements with other entities, public or private, (hereinafter called a "Public Purpose Contractor") to facilitate the performance of its public purpose.

WHEREAS, TxDMV will provide remote electronic access or deliver MVRs to the Customer in accordance with the terms and conditions of this agreement.

**AGREEMENT**

In consideration of the mutual covenants and agreements contained herein, the parties do agree as follows:

TxDMV will provide remote electronic access or deliver MVRs to the Customer, under the following conditions:

**1. INFORMATION AVAILABLE**

A Contractor entering into this agreement will be provided MVRs at the specified rates specified by 43 Texas Administrative Code §217.123-4. This agreement does not cover services requested of TxDMV by the Customer, such as resending, researching, or programming related to MVRs. MVRs are provided to the Customer as-is.

A Political Subdivision entering into this agreement will be provided MVRs, at no cost, and in accordance with this Contract and 43 Texas Administrative Code Rules §217.123-4.

**2. CERTIFICATION OF USE**

TxDMV will release personal information as defined in Texas Transportation Code §730.003 only if Customer certifies an intended use of the information in Attachment A to this agreement and, if applicable, provides the required supporting material, including government-issued identification. Certified intended uses include only those uses for which the Customer itself will actually use the information. Certified intended uses do not include uses that are speculative or that will be engaged in by persons acquiring the information from the Customer.

**3. RESTRICTIONS**

A. The Customer may use personal information in MVRs only in accordance with the Acts and only for the use(s) certified in Attachment A. A Public Purpose Contractor may only use the information to carry out the functions of the entity named in Attachment D. In the event of misuse of personal information, TxDMV may terminate the contract at its sole discretion.

B. The Customer may resell or redisclose personal information only in accordance with Transportation Code Chapter 730, and 43 Texas Administrative Code Rules §217.121-130.

C. Customers who certify an intended use of personal information based on a professional license may only access that information while the license is current and in good standing. If the professional license expires, and if the Customer does not qualify for personal information under another intended use, this agreement may terminate.

**4. RECORDS OF RESALE OR REDISCLOSURE**

The Customer must maintain records of any person or entity that received personal information within MVRs from the Customer. These records must be maintained for a period of not less than five (5) years after resale or redisclosure and must be made available to TxDMV for inspection, upon request.

After written notice is provided by TxDMV, the Customer will report the names, quantities of MVRs, and permitted uses of all persons or entities to whom the Customer disclosed personal information.

Any person or entity obtaining personal information from the Customer, directly or indirectly, must comply fully with the provisions of the Acts and 43 TAC §217.121-130. Any violation of the above Acts or rules by a person or entity acquiring personal information from the Customer, directly or indirectly, will be considered a breach of this contract by the Customer, and may subject the Customer to termination or liability under the terms of the Acts and this Contract.

## **5. DATA PROTECTION**

The Customer must take reasonable steps to safeguard MVRs and to prevent unauthorized resale or redisclosure of personal information. The Customer shall immediately inform TxDMV if personal information is disclosed in violation of the Acts. This obligation applies whether the disclosure was intentional or unintentional by the Customer, or by a person or entity that acquired personal information from the Customer, directly or indirectly.

## **6. CONTRACT EXECUTION**

This Contract becomes effective upon agreement and execution by both parties.

## **7. USER IDS**

This Contract can be used for multiple business locations under the control of the Customer, if applicable.

Prior to granting the Customer access to any TxDMV-maintained systems, Customer must properly execute the Information Security Compliance and Confidentiality Agreement (Attachment B). The person who signs Attachment B must be the same person who signs the agreement. Following the execution of this agreement, any person requesting access to TxDMV-maintained systems, by virtue of this agreement, may be required to complete additional forms.

Each person who, by virtue of this agreement, is allowed access to MVRs from this business location will be assigned a unique user ID to be used only by that person. The user ID is not to be shared with anyone. In the event any user ID assigned by TxDMV to the Customer's account is no longer needed for any reason, including, but not limited to, termination, death, or separation from the Customer's operations, the Customer shall immediately notify TxDMV of the cancellation of the user ID. Upon receipt, TxDMV will cancel the user ID.

## **8. TERMINATION BY CUSTOMER**

A. Termination by Customer. The Customer may terminate this agreement in writing at any time. Any outstanding credit will be refunded to the Customer within 60 days of termination.

B. Effect of Termination. If the agreement is terminated under this section, TxDMV will cancel all user IDs associated with the Customer's account.

## **9. TERMINATION BY TXDMV**

A. Termination by TxDMV. TxDMV may immediately terminate this agreement in writing at any time for any reason. Any outstanding credit will be refunded to the Customer within 60 days of termination.

B. Termination for Cause. Without limiting the foregoing, TxDMV may immediately terminate this agreement, without notice, for any violation of the terms of this agreement or for any violation of any state or federal law relating to the information provided by TxDMV under this agreement.



C. Operational Change. The Customer, his or her successors in interest or personal representative, shall immediately notify TxDMV in writing of a change in operations that results in the entity no longer using the MVRs as specified in Attachment A. Such notification may be grounds for immediate termination of this agreement .

D. Name Change. This agreement is made exclusively between TxDMV and the Customer. If for any reason, the Customer undergoes a change in name that no longer matches the Customer's name in this agreement, this agreement is terminated.

E. Effect of Termination. If the agreement is terminated under this section, TxDMV will cancel all user IDs associated with the Customer's account.

F. Request for Reapproval. A Customer whose service agreement has been terminated but is requesting renewed access to MVRs must comply with the provisions of 43 TAC §217.130.

## **10. COMPLIANCE WITH LAWS**

The Customer shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules, and regulations, and with the orders and decrees of any court, or administrative bodies, or tribunals in any matter affecting the performance of this Contract. By signing this Contract, the Customer certifies that he or she will comply with the provisions of the Acts and rules including, but not limited to, limiting usage to the permissible uses under the Acts.

## **11. AMENDMENTS**

Any changes in the terms and conditions of this Contract must be enacted by a written amendment, executed by all parties to this agreement .

TxDMV reserves the right to amend any of the provisions of the agreement, with concurrence by the Customer, or to waive any violations of this agreement by the Customer. However, any such waiver does not limit any other rights or remedies available to TxDMV under applicable law or in equity.

## **12. LIMITATION OF LIABILITY**

The Customer shall hold harmless TxDMV from any liability which may arise from the Customer's access to the MVRs, or from the misuse of personal information by the Customer, their employees, agents or subcontractors. TxDMV makes no representation or warranty as to use, result, or accuracy of MVRs contained herein.

Failure on the user's part to properly interpret TxDMV MVRs shall be the responsibility of the Customer and liability for sending any notices to the incorrect parties shall rest solely with the Customer, and not TxDMV. This section applies to the extent authorized by Texas law.

## **13. INDEMNIFICATION**

THE CUSTOMER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS TXDMV AND THE STATE OF TEXAS, THEIR OFFICERS, EMPLOYEES AND CONTRACTORS FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT BY THE CUSTOMER, ANY AGENT, EMPLOYEE, OR SUBCONTRACTOR OF CUSTOMER, OR ANY PERSON OR ENTITY RECEIVING INFORMATION GOVERNED BY THIS AGREEMENT FROM

POLITICAL SUBDIVISION OR CONTRACTOR(S). THE POLITICAL SUBDIVISION AND CONTRACTOR(S) SHALL COOPERATE WITH THE DEFENSE OF ANY CLAIM OR ACTION FILED WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY THE STATE.

THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE THE CUSTOMER TO INDEMNIFY OR HOLD HARMLESS THE STATE FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF TXDMV, THE STATE OR ITS EMPLOYEES. THIS SECTION APPLIES TO THE EXTENT AUTHORIZED BY TEXAS LAW.

**14. PRIOR CONTRACTS SUPERSEDED**

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings and/or written agreements between TxDMV and the Customer respecting the subject matter described herein.

**15. CONTRACT TERM**

The effective date of this agreement shall be the date the agreement is accepted and executed by TxDMV and shall remain in effect for a period of five (5) years , unless the agreement is terminated by either party, or this agreement is replaced with a new agreement.

**16. SIGNATORY AUTHORITY**

The undersigned signatory for the Customer represents and warrants that he/she is an officer of the organization for which he/she has executed this Contract and that he/she has the full and complete authority to enter into this agreement on behalf of the Customer.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

\_\_\_\_\_  
Name of Business or Entity

BY:

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title (Required)

JESUS ADRIAN RINCONES, CHIEF FINANCIAL OFFICER

\_\_\_\_\_  
Business Address

3461 CARMEN AVE.

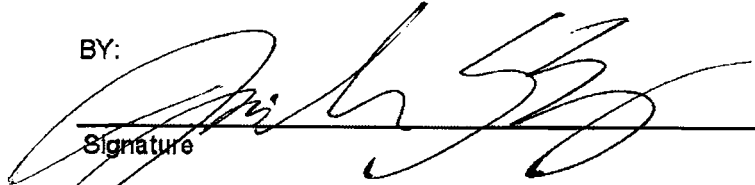
\_\_\_\_\_  
City, State, and Zip Code

Rancho Viejo, TX 78575

Date 9.20.2019

Executed for the Texas Department of Motor Vehicles

BY:

  
Signature

Jeremiah Kuntz, Vehicle Titles and Registration Division Director  
Name and Title

10/8/19  
Date

(7/8/2019)

**ATTACHMENT A**  
**REQUEST FOR ACCESS TO TEXAS MOTOR VEHICLE INFORMATION**

Submit completed and signed with copies of your government issued photo ID and state-issued professional license (if applicable) along with the executed contract.

**APPLICANT INFORMATION**

<b>Jesus</b>	<b>Adrian</b>	<b>Rincones</b>	
<small>First Name</small>	<small>Middle Name</small>	<small>Last Name</small>	<small>Suffix</small>
<b>3461 Carmen Ave Rancho Viejo</b>		<b>TX</b>	<b>78575</b>
<small>Business Address</small>	<small>City</small>	<small>State</small>	<small>ZIP</small>
<b>Chief Financial Officer</b>		<b>arincones@ccrma.org</b>	<b>956.621.5571</b>
<small>Job Title (Owner, President, CEO, CIO, etc.)</small>		<small>Email</small>	<small>Phone Number</small>
<b>Cameron County Regional Mobility Authority</b>			
<small>Legal Business Name (if applicable) – no abbreviations</small>		<small>Secretary of State Filing Number (if applicable)</small>	

**CERTIFICATION**

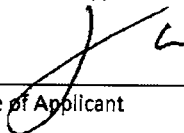
I certify that the statements on this application are true and correct and request the TxDMV provide me with the requested motor vehicle data access.

**Jesus Adrian Rincones**

Printed Name of Applicant

**9-3-19**

Date

  
Signature of Applicant

**Violators can be prosecuted under Texas Transportation Code, Section 730.013 and Penal Code, Section 37.10.**



# ATTACHMENT A

## REQUEST FOR ACCESS TO TEXAS MOTOR VEHICLE INFORMATION

### PERMITTED USE

Sign or print your initials on the appropriate line for your use of the requested information.

My authority to obtain vehicle information is for the permitted use noted below. I understand the use of the requested information is strictly limited to:

JAR

A governmental entity, including law enforcement (check applicable box):

- ☒ A government agency, including any court or law enforcement agency, in carrying out its functions.
- ☐ A private person or entity acting on behalf of a government agency in carrying out the functions of the agency.

Use in connection with one of the following (check applicable box):

- ☐ Motor vehicle safety or motor vehicle operator safety.
- ☐ Motor vehicle theft.
- ☐ Motor vehicle emissions.
- ☐ Motor vehicle product alterations, recalls or advisories.
- ☐ Performance monitoring of motor vehicles, motor vehicle parts, or motor vehicle dealers.
- ☐ Motor vehicle market research activities, including survey research.
- ☐ Removal of non-owner records from the original owner records of a motor vehicle manufacturer to carry out the purposes of the Automobile Information Disclosure Act, the Anti Car Theft Act of 1992, and the Clean Air Act.
- ☐ For child support enforcement.
- ☐ Enforcement by the Texas Workforce Commission.
- ☐ Voter registration or the administration of elections by the secretary of state.

Use in the normal course of business by a legitimate business or its authorized agent, but only to verify accuracy of personal information submitted by the individual; and, if the information is not correct, to obtain the correct information for the sole purpose of preventing fraud by, pursuing a legal remedy against or recovering on a debt or security interest against the individual. (Requestor must submit a copy of the business or entity's state-issued professional license to be verified against the issuing agency's records.)

In conjunction with a civil, criminal, administrative or arbitral proceeding in any court or government agency or before any self-regulatory body, including service of process, investigation in anticipation of litigation, execution or enforcement of a judgment or order, or under an order of any court. (Requestor must submit proof of legal proceeding or proof of anticipated proceeding.)

Use in research or in producing statistical reports, but only if the personal information is NOT published, redisclosed, or used to contact any individual. (Requestor must submit proof of employment in a research occupation.)

Use by an insurer or insurance support organization, a self-insured entity or as an authorized agent of the entity in connection with claims investigation activities, antifraud activities, rating or underwriting. (Requestor must submit a copy of the license issued by the Texas Department of Insurance or out-of-state equivalent, a copy of the license insurance support organization is working under, or proof of self-insurance.)

Use in providing notice to an owner of a towed or impounded vehicle. (Requestor must submit a copy of the license issued by the Texas Department of Licensing and Regulation or out-of-state equivalent.)

Use by a licensed private investigation agency or licensed security service authorized to use the information for a permitted purpose. (Requestor must submit a copy of the license issued by the Texas Department of Public Safety or out-of-state equivalent.)

Use in connection with the operation of a private toll transportation facility. (Requestor must submit documentation to relate the requested personal information with operation of a private toll transportation facility.)

Use by a consumer reporting agency, as defined by the Fair Credit Reporting Act, for a purpose permitted under that Act. (Requestor must submit documentation on official letterhead indicating a permitted use for personal information as defined by the Fair Credit Reporting Act.)

**Information Resources Security Compliance  
and Confidentiality Agreement  
(VTR External User)**

I understand that the Texas Department of Motor Vehicles ("TxDMV") collects and maintains confidential and privileged information and permits access to data containing confidential and privileged information by contractual agreement with external users not employed by TxDMV.

I understand and agree that I will observe the standards of confidentiality that must be maintained as I exchange business and technical information and that unauthorized release of confidential information, or actions deemed negligent resulting in damages/loss of information resources<sup>1</sup>, will result in termination of my contract and may also result in legal action.

I understand and agree that any and all information system password(s) or access procedure(s) I receive or devise for use with TxDMV's information systems are confidential and reserved for official state agency business only. I will not disclose to any unauthorized person(s)<sup>2</sup> any password(s) or access procedure(s) I am given or devise, and I will not post these procedure(s) or written password(s) where persons who are not authorized to use TxDMV's system may view them. Attempts to access and utilize TxDMV's information systems for other than their intended purposes may result in prosecution under the Computer Fraud and Abuse Act of 1986 as well as any other applicable statutes and regulations.

I understand and agree that I am responsible for all information system transactions performed as a result of access authorized by the use of my password(s) or procedure(s).

I agree not to attempt to circumvent information system security devices or procedures by using or attempting to use any transaction, software, files, or other resources that I am not authorized to use.

I understand that intentionally failing to observe these requirements or intentionally bypassing them may constitute a breach of information systems security as defined in the Texas Penal Code §33.02 and may result in immediate loss of information system access.

I acknowledge receipt of this agreement, understand its contents, and agree to abide by the terms set forth herein. Additionally, I have been informed that questions regarding this agreement and/or issues related to the release or disclosure of confidential information should be directed to the director of the TxDMV's Administrative Services Division.



Signature

9-3-19

Date

Jesus Adrian Rincones

Printed Name

<sup>1</sup> Information resources include computer systems, telephone systems, voicemail systems, fax systems, and regular mail systems as well as the procedures, equipment, and software that are designed, built, operated, and maintained to collect, record, process, store, retrieve, display, and transmit information, and associated personnel including consultants and contractors.

<sup>2</sup> Unauthorized person(s) include anyone who is not bound by a written confidentiality agreement.

## ATTACHMENT C DATA/SERVICES

The following are the data/services available. Request for any of the following is subject to approval by the department and the specified use as indicated on the *Application for Access to Texas Motor Vehicle Information* (Form VTR-275-K). Fees for motor vehicle records are charged in accordance with 43 Texas Administrative Code Rules §217.123-4.

Sign or print your initials for each data/service(s) being requested.

Record search options:

JAR

**Batch Inquiries:** Allows for multiple plate numbers or Vehicle Identification Numbers (VIN) to be submitted in a required batch format that is queried against the motor vehicle database with results returned in a batch. Requires username(s) and access to the department's systems.

JAR

**MVINet Access:** Internet access to the motor vehicle database with the ability to query vehicle records by a plate number, VIN, placard number, and current or previous document number. Queries can be performed by one data element at a time or up to five license plate numbers at a time. Requires username(s) and access to the department's systems.

File types:

\_\_\_\_\_ **Masterfile:** Contains over 30 million active and inactive registration and title records.

JAR

**Weekly Updates:** Contains new and renewed vehicle registration and title records.

JAR

**Dealer/Supplemental Files:** Contains weekly transactions processed by dealers with a second file containing the dealers' information. Data is available from May 4, 2009, forward and only available with the purchase of the Weekly Updates.

\_\_\_\_\_ **Special Plates File:** Contains the special plate records in motor vehicle database. The file is updated daily and can be retrieved daily.

JAR

**eTAG File:** Contains one record for each eTAG created on a given day, Vehicle Transfer Notifications (VTNs), and Plate to Owner (PTO) records. Frequency must be selected as daily or weekly and whether DPPA or Non-DPPA information is included (check applicable box):

☒ Weekly OR ☐ Daily AND ☒ DPPA OR ☐ Non-DPPA

**ATTACHMENT D  
POLITICAL SUBDIVISION AND PUBLIC PURPOSE  
CONTRACTOR CERTIFICATION OF USE**

Attachment D must be completed by the political subdivision and subcontractor (public purpose contractor) that performs work on behalf of the political subdivision. The political subdivision must certify that the public purpose contractor named below will be performing work on behalf of the political subdivision in furtherance of the political subdivision's public purpose as defined in the certification section.

The political subdivision must sign below and get the form notarized. (The public purpose contractor must sign page two of this form and get page two notarized).

**POLITICAL SUBDIVISION INFORMATION**

Cameron County Regional Mobility Authority

Name of Political Subdivision

Jesus Adrian Rincones, Chief Financial Officer

Name and Title of Political Subdivision Administrator authorized to execute contracts

Signature of Administrator authorized to execute contracts -- must be notarized

**CERTIFICATION – MUST BE COMPLETED BY POLITICAL SUBDIVISION ADMINISTRATOR**

I, Jesus Adrian Rincones, do hereby certify that TollPlus LLC will be performing work on behalf of  
Name of Public Purpose Contractor

and in furtherance of the public purpose of:

Public Toll Road Operations

Public Toll Road Operations

**NOTARY**

On this date, 9/20/19, the political subdivision administrator Jesus Adrian Rincones  
Date Name of Political Subdivision Administrator

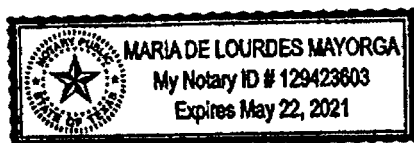
appeared before me so that I could witness the signature.

Maria de Lourdes Mayorga  
Signature of Notary Public

Maria de Lourdes Mayorga  
Printed Name of Notary Public

STAMP  
HERE

I hereby certify that I am a notary in the State of Texas in Cameron County.



My commission expires: May 22, 2021

**ATTACHMENT D  
POLITICAL SUBDIVISION AND PUBLIC PURPOSE  
CONTRACTOR CERTIFICATION OF USE**

Attachment D must be completed by the political subdivision and subcontractor (public purpose contractor) that performs work on behalf of the political subdivision.

The Public Purpose Contractor must sign below and get the form notarized. (The political subdivision must sign page one of this form and get page one notarized).

**PUBLIC PURPOSE CONTRACTOR INFORMATION**

**TollPlus LLC**

\_\_\_\_\_  
Name of Public Purpose Contractor

**Jason S. Stein, Vice President, Delivery**

\_\_\_\_\_  
Name and Title of Public Purpose Contractor Administrator

*Jason S. Stein*  
\_\_\_\_\_  
Signature of Public Purpose Contractor Administrator – must be notarized

*9/6/2019*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Public Purpose Contractor Administrator – must be notarized

**NOTARY**

On this date, 09/06/2019 the public purpose contractor administrator Jason Stein  
Date Name of Public Purpose Contractor Administrator  
appeared before me so that I could witness the signature.

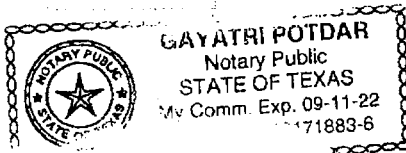
*Gayatri*  
\_\_\_\_\_  
Signature of Notary Public

*Gayatri Potdar*  
\_\_\_\_\_  
Printed Name of Notary Public

STAMP  
HERE

I hereby certify that I am a notary in the State of TX in Collin County.

My commission expires: 09/11/2022





**4-K    CONSIDERATION AND APPROVAL OF PURCHASE LEASE AGREEMENT  
WITH DELL FINANCIAL SERVICES FOR THE PURCHASE OF OFFICE  
COMPUTERS, PRINTERS, SCANNERS, AND OTHER EQUIPMENT.**



IMPROVING MORE THAN JUST ROADS

## MEMORANDUM

To: **Board of Directors**

From: Adrian Rincones, CFO

Digitally signed by Jesus A. Rincones  
DN: cn=Jesus A. Rincones, o=CCRMA, ou=CCRMA, email=jarincones@ccrma.org, c=US  
Date: 2019.09.09 10:31:19 -0500

Date: September 13, 2019

Re: Dell Financial Service Agreement

Staff recommends the CCRMA board of directors approve the following lease agreement with Dell Finance for a two-year period with an option to purchase at the end of the agreement. Staff has complied with all applicable state and local purchasing policies and procedures in obtaining information for equipment being purchased. Attached is a list of equipment.

Below is a monthly payment, interest and total finance breakdown,

Monthly Payment	24 months Total	Total Principal	Total Interest
\$ 847.63	\$ 20,343.12	\$ 19,453.19	\$ 889.93



### Secretary/Clerk Certificate Instructions

1. In the blocks under paragraph (ii) with the headings "NAME OF AUTHORIZED SIGNATORY", "TITLE OF AUTHORIZED SIGNATORY" and "SIGNATURE OF AUTHORIZED SIGNATORY", all persons who are authorized to execute and deliver the Agreement and any related Lease Schedule(s) from time to time thereunder between the Public Entity and Dell Financial Services L.L.C. should write or type his/her name under the "Name of Authorized Signatory" heading, write or type his/her title under the "Title of Authorized Signatory" heading, and sign his/her name under the "Signature of Authorized Signatory" heading in the block across from his/her name and title. **The person(s) listed and executing in the blocks under paragraph (ii) must not be the same person executing the Certificate on behalf of the Public Entity (Clerk, Secretary, etc.) listed at the top of the Certificate and executing in the signature block at the bottom of the Certificate under the "In Witness Whereof" language;**
2. The Clerk, Secretary, etc. should insert the Agreement No. in paragraph (iii), if known;
3. The Clerk, Secretary, etc. should strike paragraph (v) of the Certificate if this paragraph is not applicable to the Public Entity;
4. If paragraph (v) of the Certificate is applicable to the Public Entity, the Clerk, Secretary, etc. should insert "regular" or "special" in the first blank and then insert the date of the meeting of the governing body of the Public Entity in the second blank;
5. The Clerk, Secretary, etc. should write or type the Fiscal Period of the Public Entity in paragraph (ix);
6. The Clerk, Secretary, etc. should write or type his/her name, title, name and State of the Public Entity in the top portion of the Certificate and date, sign & print his/her name and title at the bottom of the Certificate under the "In Witness Whereof" language; and
7. The Certificate should be notarized by a notary public. The notary public should be a person other than the Clerk, Secretary, etc. executing under the "In Witness Whereof" language of the Certificate.

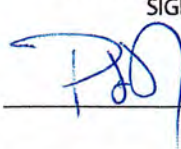


**SECRETARY/CLERK CERTIFICATE**

I, Arturo Nelson, do hereby certify that:

(i) I am the duly elected, qualified, and acting Secretary (Clerk, Secretary, etc.) of Cameron County Regional Mobility Authority, a TX public entity (the "Public Entity").

(ii) Each of the persons whose name, title and signature appear below is a duly authorized representative of the Public Entity and holds on the date of this Certificate the formal title set forth opposite his/her name and the signature appearing opposite each such person's name is his/her genuine signature:

NAME OF AUTHORIZED SIGNATORY (cannot be Clerk/Secretary authenticating this certificate)	TITLE OF AUTHORIZED SIGNATORY	SIGNATURE OF AUTHORIZED SIGNATORY
<u>Pete Sepulveda, Jr.</u>	<u>Executive Director</u>	
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

(iii) Each such representative is duly authorized for and on behalf of the Public Entity to execute and deliver that certain Master Lease Agreement No. 594771-58601 (the "Agreement") and any related Lease Schedules from time to time thereunder (the "Schedules") between the Public Entity and Dell Financial Services L.L.C., or its assignee (collectively, "Lessor"), and all agreements, documents, and instruments in connection therewith, including without limitation, schedules, riders and certificates of acceptance.

(iv) The execution and delivery of any such Agreement and/or Schedule and all agreements, documents, and instruments in connection therewith for and on behalf of the Public Entity are not prohibited by or in any manner restricted by the terms of the Charter or other document pursuant to which the Public Entity is organized or of any loan agreement, indenture or contract to which the Public Entity is a party or by which it or any of its property is bound.

(v) [STRIKE IF NOT APPLICABLE] The Public Entity did, at a duly called regular (regular or special) meeting of the governing body of the Public Entity attended throughout by the requisite majority of the members thereof held on the 13th day of September by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith on behalf of the Public Entity by the authorized representative(s) of the Public Entity named in paragraph (ii) above. Such action approving the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith and authorizing the execution thereof has not been altered or rescinded by the Public Entity.

(vi) No event or condition that constitutes (or with notice or lapse of time or both, would constitute) an Event of Default, as defined in the Agreement, exists at the date hereof.

(vii) All insurance required in accordance with the Agreement is currently maintained by the Public Entity.

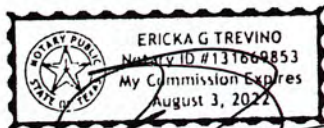
(viii) The Public Entity has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rent payments scheduled to come due during the first Fiscal Period and to meet the Public Entity's other obligations for the first Fiscal Period, as such terms are defined in the Agreement, and such funds have not been expended for other purposes.

(ix) The Fiscal Period of the Public Entity is from October 1 to September 30.

(x) The foregoing authority and information shall remain true and in full force and effect, and Lessor shall be entitled to rely upon same, until written notice of the modification, rescission, or revocation of same in whole or in part, has been delivered to Lessor, but in any event shall be effective with respect to any documents executed or actions taken in reliance upon the foregoing authority prior to the delivery to Lessor of said written notice of said modification, rescission or revocation.  
IN WITNESS WHEREOF:

By: [Signature]  
Name: Arturo Nelson  
Title: Secretary  
(Clerk or Secretary)  
Date: 09/16/19

Subscribed to and sworn before me:



Notary Public: Ericka G. Treviño  
(Name)  
Date: September 16, 2019

My commission expires: August 3, 2022



## Dell Financial Services

# Billing and Schedule Information

Welcome to Dell Financial Services (DFS). We look forward to establishing a long-lasting relationship with you and your team. To ensure your account is setup properly in our systems please provide the information below, working with your Accounts Payable team as needed. Once ready, return it to your DFS Sales Representative or send it to DFS\_Customer\_Setup@Dell.com. If you have any questions about the form, contact your representative. Thank you.

### I. Preparing Your A/P System to Remit DFS Payments:

Below is the most commonly requested information by our customers to assist them in setting up their systems to successfully remit DFS payments. If you require any other information, please contact your representative.

ACH Instructions (preferred)	JPMorgan Chase Bank, N.A. 1 Chase Manhattan Plaza New York, NY 10081	DFS Accounts Only ABA # 021000021 Account # 432217011 MUST INCLUDE CONTRACT & SCHEDULE NUMBER OR INVOICE NUMBER CTX+ format should be first choice if it is an option Email remittance to USDFSCASHPAYMENTS@dell.com
Wire Transfer Instructions	JPMorgan Chase Bank, N.A. 1 Chase Manhattan Plaza New York, NY 10081	DFS Accounts Only ABA # 021000021 Account # 432217011 MUST INCLUDE CONTRACT & SCHEDULE NUMBER OR INVOICE NUMBER Email remittance to USDFSCASHPAYMENTS@dell.com JPM Swift Code for international wires only: CHASUS33
Payee Information	Payee Information: Dell Financial Services L.L.C. Payment Processing Center Federal Tax ID# 74-2825828	PO Box 6549 Carol Stream, IL 60197-6549

### II. Your Company Information

Company Name: Cameron County Regional Mobility Authority

Physical Address (primary location): 3461 Carmen Avenue

City, State, Zip: Rancho Viejo, Texas 78575

Federal Tax ID: 39-2050620

### III. Schedules:

Name of recipient(s) to receive monthly schedules for reconciliation:

Attention: Victor J. Barron

Email Address: vbarron@ccrma.org

Name of individual(s) that will sign schedules (this individual should be named as an authorized signatory on the Incumbency or Secretary Clerk Certificate)

Attention: Pete Sepulveda, Jr.

Title: Executive Director

Telephone Number: 956-621-5571

Email Address: psepulveda@ccrma.org

Would you prefer to sign your documents electronically via Echosign? ☒ Yes ☐ No (not available to Public entities)

Do any of the following criteria need to appear on your schedule?\*

☐ Cost Center

☒ Equipment Type

☐ Equipment Location

☒ PO Number

\*Invoices will follow the format of the schedule and include a breakout of the items above if requested.

### IV. Purchase Orders:

Your PO should be issued to Dell Financial Services L.L.C.

If you are unable to issue purchase orders to DFS please specify how the PO will be issued:

Do you utilize blanket PO's? ☐ Yes ☒ No

Do you use a different PO for payment versus procurement? ☐ Yes ☒ No

Is PO fulfillment required for scheduling? ☐ Yes ☒ No

DFS will consolidate shipped orders and place on a schedule for your review. If you have any special consolidation requirements, please contact your DFS Sales representative.

Is board approval necessary? ☐ Yes ☒ No

If yes, when are meetings held? \_\_\_\_\_

Fiscal Year is from October to September



V. Invoicing/Billing Contact Information:

Accounts Payable (AP) Contact Name: Victor J Barron

Does this billing address match the primary location above? ☒ Yes (If yes, please skip and proceed to Invoice Preference) ☐ No

AP Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

County: \_\_\_\_\_

AP Email Address: vbarron@ccrma.org AP Direct Telephone Number: 956-621-5571

Email Address for PDF or Electronic Invoices (if different than AP contact): \_\_\_\_\_

VI. Invoice Preferences (choose one from each category):

Invoice Options: ☒ **Contract Level** (one invoice per contract) ☐ **Consolidated** (one invoice for all contracts that have the same due date)

Invoice Format: ☒ **Detail** (asset level) ☐ **Summary**

Delivery Format: ☐ **Paper** (USPS) ☒ **PDF** (paper copy is not mailed) ☒ **Electronic CSV** (converted to Excel)

☐ **3rd Party Invoicing Tool, Ariba/SAP** (enter tool name): \_\_\_\_\_

Do you need separate invoices for miscellaneous billings? ☐ Yes ☒ No

Do you require a PO number on the invoice to process payment? ☒ Yes ☐ No

Do you use a different PO number for payment versus procurement? ☐ Yes ☒ No

**Note:** the typical invoice processing time is 30 days. If you require more time, please contact your DFS Sales Representative.

VII. Taxes and Fees:

Where required, sales/use taxes will be assessed and invoiced. Is your company/entity tax exempt? ☒ Yes ☐ No

If not exempt, do you intend to finance upfront tax (if applicable) on the schedules (contracts)? ☐ Yes ☒ No

Personal Property Tax (PPT): ☐ Rebill Annually ☐ Monthly Property Management Fee

California Environmental Fee: Do you intend to finance the California Environmental Fee, if applicable? ☐ Yes ☒ No

Do you intend to finance shipping by adding shipping costs for the products to your schedule? ☐ Yes ☒ No

VIII. Additional Tax Information:

**Tax Exemption:** If your company/entity holds an exemption or direct pay certificate, please **attach** a copy of it to this document.

**Note:** If tax exempt, a valid Tax Exemption Certificate or Direct Pay Certificate must be provided for each state in which the products are located.

**Tax Exempt Certificate Requirements:**

- Address to Dell Financial Services
- Should coincide with the date the schedule is signed
- List a description of the items; computer hardware/software is generally sufficient
- Signed by an authorized employee/owner

**The following are not acceptable forms of Tax Exemption Certificates:**

- IRS letter declaring the company as a non-profit (501-C) entity\*
- CA letter exempting a company from Franchise and Income Tax
- W-9 form
- State registration certificates

\*Mississippi is the only state that accepts the IRS letter as an acceptable exemption certificate

**Business Personal Property Tax:** Tangible business personal property is taxable in most states. In general, the definition of tangible property is personal property that can be seen, weighed, measured, felt, or otherwise perceived by the senses but does not include a document that constitutes evidence of a valuable interest, claim, or right and has negligible or no intrinsic value.

**4-L DISCUSSION AND POSSIBLE ACTION REGARDING THE FY 2020 CAMERON  
COUNTY REGIONAL MOBILITY AUTHORITY ANNUAL BUDGET.**



# CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Fiscal Year 2020  
Financial Budget  
*Adopted September 13,  
2019*

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY  
FINANCIAL BUDGET  
FISCAL YEAR 2020**

**BOARD OF DIRECTORS**

Chairman  
Frank Parker Jr.

Vice Chairman  
Michael Scaief

Treasurer  
Al Villarreal

Secretary  
Arturo Nelson

Director  
Mark Esparza

Director  
Dr. Maria Villegas

Director  
Leo Garza



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
FINANCIAL BUDGET  
FISCAL YEAR 2020

Chairman, Directors of the Board and Public Stakeholders:

It is with great pleasure that we present to you the 2019 – 2020 fiscal year budget for the Cameron County Regional Mobility (CCRMA). This budget is prepared in three main operating segments of the CCRMA, Administrative Operations, Toll Operations, and Capital Projects.

When the CCRMA was created in 2004 it had four simple goals to promote safe and effective mobility, improve the quality of life for area residents, create quality economic development, and ensure efficient trade corridors. Today these goals remain the foundation from which the financial planning, staff and project development, and completed transportation projects are driven. The financial budget captures in financial form of how administration is aiming to accomplish these same goals within the upcoming fiscal year.

As the transportation needs of Cameron County and the Rio Grande Valley continue to increase due to population growth and economic development in the region, CCRMA plans to continue coordinating with all stakeholders to ensure these needs will be met. The financial challenges of increasing transportation development costs, labor costs, and engineering costs drive the CCRMA to the highest level of fiscal responsibility and to be innovative in administering all resources entrusted to the authority. Each of the presented sections will have a summarized overview to assist the reader in describing the nature of the budgeted activity.

This document contains revenue and expense estimates for fiscal year beginning October 1, 2019 and ending September 30, 2020. The total adopted combined operating revenues are \$8,084,200. Total estimated combined operating expenses are \$8,084,200 exclusive of non-cash items such as amortization and depreciation.

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
FINANCIAL BUDGET  
FISCAL YEAR 2020

**Table of Contents**

Administrative Operations .....	1
Tolls Operations .....	4
Capital Projects .....	9

Appendix A – Administrative Budget Summary

Appendix B – Toll Operations Budget Summary

Appendix C – Combined Administrative and Toll Summary

Appendix D – Capital Projects Budget Summary

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
FINANCIAL BUDGET  
FISCAL YEAR 2020

## **Administrative Operations**

The CCRMA headquarters are located in the town of Rancho Viejo. The headquarters is home to both the administrative offices and the toll operations customer service center and back office operations.

The core of the administrative functions of the CCRMA is the planning and developing of transportation projects; local, regional, national and international. The administrative staff consists of an executive director, chief financial officer, controller, environmental program manager, and support staff. The administrative staff contracts several teams of engineering consultants to oversee and implement the more than \$2 billion system of long-term transportation projects under the CCRMA jurisdiction.

The administrative operations are funded primarily by the \$10.00 vehicle registration fees applied to all non-governmental vehicles in Cameron County. In 2009 the state legislature passed legislation that allowed the Cameron County Commissioners Court to assess an additional \$10 vehicle registration fee for transportation projects. Since then Cameron County has been collecting the fee for the CCRMA

In addition to the vehicle registration fees, the CCRMA also receives interlocal government revenue for services provided to local governments. The total budgeted revenues for the 2020 fiscal year are approximately \$3.3 million as identified below.

	Budget 2019	Budget 2020	Increase/(Decrease) in Dollars
<b>Operating Revenue</b>			
Vehicle registration fee	\$ 3,225,000	\$ 3,250,000	\$ 25,000
Interlocal revenue	100,000	120,000	20,000
<b>Total</b>	<u>\$ 3,325,000</u>	<u>\$ 3,370,000</u>	<u>\$ 45,000</u>
<b>Non-Operating Revenue</b>			
Interest revenue	\$ 30,000	\$ 68,200	\$ 38,200
<b>Total</b>	<u>\$ 30,000</u>	<u>\$ 68,200</u>	<u>\$ 38,200</u>

## **Administrative Operation Expenses**

Administrative expenses consist of operating and non-operating expenses. Most administrative expenses are used for staff directly involved in the development of transportation projects which will be capitalized as a project expense at the end of fiscal year.



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**FINANCIAL BUDGET**  
**FISCAL YEAR 2020**

The other expenses are related to the support of administrative operations and outlined below.

	Budget 2019	Budget 2020	Increase/(Decrease) in Dollars
<b>Salaries and Benefits</b>			
Salaries	\$ 630,000	\$ 666,934	\$ 36,934
Employee benefits & taxes	196,423	179,594	(16,829)
<b>Total Salaries and Benefits</b>	<u>826,423</u>	<u>846,528</u>	<u>20,105</u>
<b>Administrative and Office Expenses</b>			
Accounting software and services	10,000	10,000	-
Advertising and marketing	25,000	18,500	(6,500)
Audit services	25,000	31,000	6,000
Computer equipment and accessories	-	2,000	2,000
Consulting	150,000	265,642	115,642
Contractual	40,000	10,000	(30,000)
Data processing	15,000	10,000	(5,000)
Dues and memberships	18,500	20,000	1,500
Education and training	10,000	10,000	-
Fiscal agent fees	50,000	50,000	-
Insurance and surety bonds	5,000	5,000	-
Interest - computer equipment	-	500	500.00
Interest - line of credit	25,000	25,000	-
Lease - building	54,000	48,720	(5,280)
Lease - computer equipment	10,000	9,500	(500)
Lease - copier	-	4,200	4,200
Legal Expenses	50,000	100,000	50,000
Maintenance and repairs	10,000	10,000	-
Miscellaneous expenses	5,000	-	(5,000)
Office supplies	30,000	15,000	(15,000)
Office furniture	8,500	5,000	(3,500)
Postage	1,000	500	(500)
Travel	30,000	30,000	-
Utilities	12,000	12,000	-
<b>Total Administrative and Office Expenses</b>	<u>584,000</u>	<u>692,562</u>	<u>108,562</u>

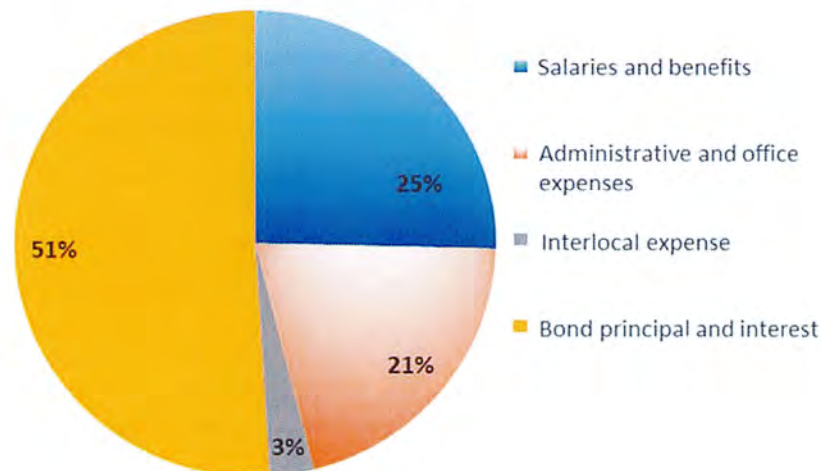
**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**FINANCIAL BUDGET**  
**FISCAL YEAR 2020**

**Administrative Non-Operating Expenses**

In 2010 the CCRMA issued vehicle registration bonds for the construction and development of more than 10 separate projects. The CCRMA has paid down over 20% of the outstanding principal of the bonds since the issuance of the bonds. Total non-operating expenses outlined below.

	Budget 2019	Budget 2020	Increase/(Decrease) in Dollars
<b>Administrative Non-Operating Expenses</b>			
2010B VRF Bond Interest & Principal	\$ 1,100,000	\$ -	\$ (1,100,000)
2014 Refunding 2010A Interest & Principal	975,200	971,750	(3,450)
2017 Refunding 2010A Interest & Principal	178,800	178,800	-
2019 Refunding 2010B Interest & Principal	-	649,200	649,200
Interlocal expense	-	99,360	99,360
<b>Total Non-Operating Expenses</b>	<b>\$ 2,254,000</b>	<b>\$ 1,899,110</b>	<b>\$ (354,890)</b>

**2020 BUDGETED ADMINISTRATIVE OPERATING AND NON-OPERATING EXPENSES**





**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
FINANCIAL BUDGET  
FISCAL YEAR 2020

## **Tolls Operations**

The CCRMA began toll operations with the opening of the SH 550 in 2011. Today the operations include a full-service customer service center and transaction processing center for the transactions of the SH550 and the Pharr International Bridge. Overall the local center processes over 3.5 million transactions and over 16 million in revenue through its entire system including the Pharr International Bridge in which CCRMA provides system's maintenance to the toll collection system. Presented below are the budgeted revenues which is owned by the CCRMA and expected to be received on a cash basis this next fiscal year. Salaries and benefits increased as staffing is budgeted to grow and the shifting of administrative time that is spent on toll operations.

### **Toll Operation Revenues**

Revenues are most important to the budget process, for without funding there would be no resources to fund the expenses. Revenue estimates are developed by the Chief Financial Officer, assisted by the Controller and consist of a combination of trend analysis, economic forecast, and special conditions.

*CUSIOP Toll Revenue* - Central United States Interoperability (CUSIOP) is a transactional HUB that facilitates U.S. national interoperability standards and transaction processing, reporting and reconciliation for the seven (7) participating agencies in the CUSIOP coalition in Kansas, Oklahoma and Texas. CUSIOP member agencies include Central Texas Regional Mobility Authority (CTRMA), Fort Bend County Toll Road Authority (FBCTRA), Harris County Toll Road Authority (HCTRA), Kansas Turnpike Authority (KTA), Oklahoma Turnpike Authority (OTA), North Texas Toll Authority (NTTA), and Texas Department of Transportation (TxDOT). The CCRMA accepts the usage of these tolling agencies toll transponders on the SH 550 and therefore collects toll revenue from Agencies in the CUSIOP Hub.

*Toll Process Services* - Toll Processing Services Cameron County Regional Mobility Authority (TPS CCRMA) is the toll payment processor for the CCRMA. TPS CCRMA can assist you with questions related to your usage of SH 550 including Register-by-Plate accounts, Toll Bills and Violations, disputes, exemptions, and management of commercial customers and fleet accounts.

*International Bridge Interoperability* – the CCRMA partners with local government agencies which operate International Bridges along the Texas and Mexico Border. These agencies issue toll transponders for their bridge customers and the CCRMA has entered into agreements in order to accept the usage of these toll transponders for payment on the SH 550.

*Interlocal revenue* - the CCRMA has the unique expertise to assist and partner with local governments for tolling operations to provide services for a toll system implementation, maintenance support and toll collection processing. Partnerships with the City of Pharr and Cameron County have been initiated for CCRMA and its vendors for the design, testing, implementation, and maintenance of the toll collection system including a full-service back office system.

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
FINANCIAL BUDGET  
FISCAL YEAR 2020

*Pass through agreement-* the CCRMA and the TxDOT entered into an agreement for the pass through of toll payments for the development and operation of the SH550 Direct Connector toll project. This agreement provides for an annual payment of grant revenue for each vehicle mile traveled on the Direct Connector project for each project anniversary year. The minimum and maximum amount of annual payment are \$1,385,000 and \$2,770,000 respectively.

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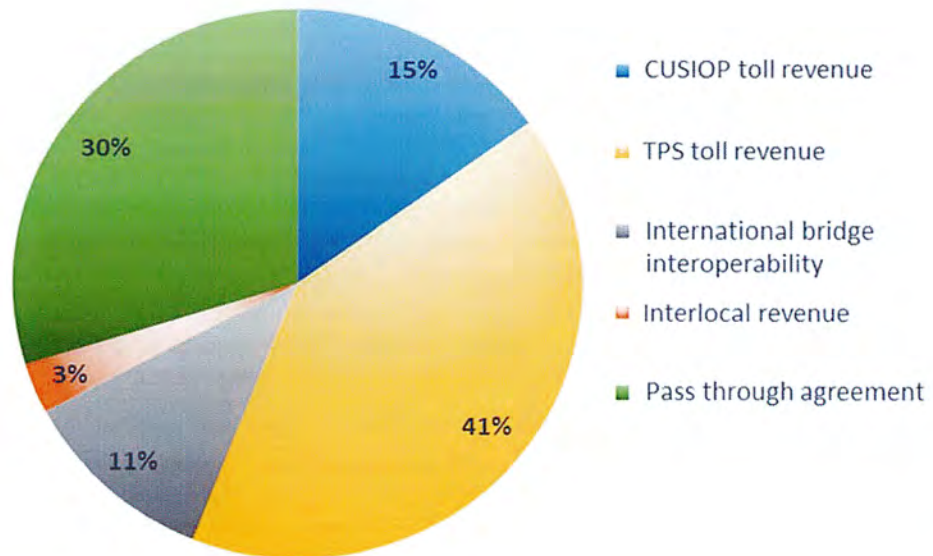


**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**FINANCIAL BUDGET**  
**FISCAL YEAR 2020**

	Budget 2019	Budget 2020	Increase/(Decrease) in Dollars
<b>Toll Operating Revenue</b>			
CUSIOP toll revenue	\$ 650,000	\$ 700,000	\$ 50,000
TPS toll revenue	1,850,000	1,900,000	50,000
Bridge interoperability	325,000	525,000	200,000
Interlocal revenue	150,000	136,000	(14,000)
<b>Total</b>	<b>\$ 2,975,000</b>	<b>\$ 3,261,000</b>	<b>\$ 286,000</b>

<b>Non-Operating Revenue</b>			
Pass through agreement	\$ 1,385,000	\$ 1,385,000	\$ -
<b>Total</b>	<b>\$ 1,385,000</b>	<b>\$ 1,385,000</b>	<b>\$ -</b>

**2020 TOLL BUDGETED OPERATING AND NON-OPERATING  
REVENUES**



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**FINANCIAL BUDGET**  
**FISCAL YEAR 2020**

**Toll Operations Expenses**

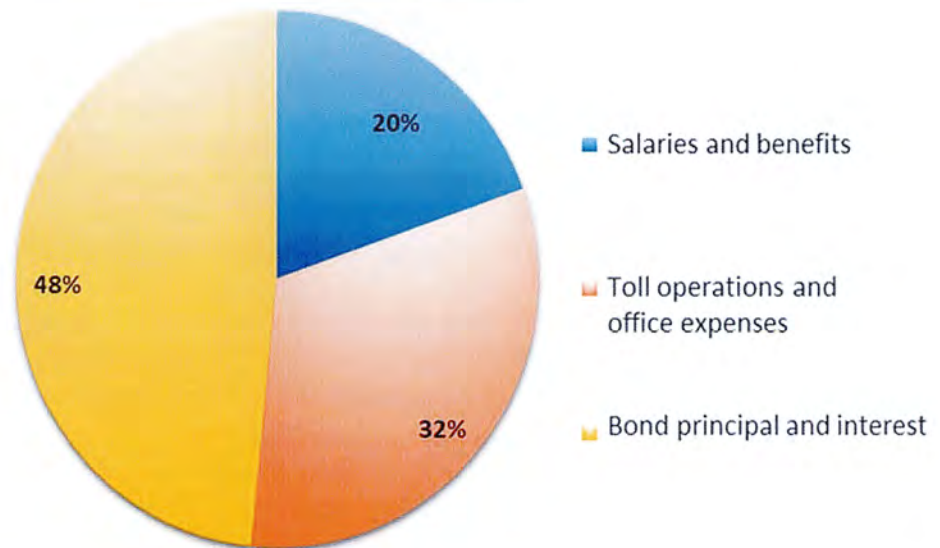
	Budget 2019	Budget 2020	Increase/(Decrease) in Dollars
<b>Salaries and Benefits</b>			
Salaries	\$ 641,500	\$ 683,676	\$ 42,176
Employee benefits & taxes	191,757	225,401	33,644
<b>Total Salaries and Benefits</b>	<b>833,257</b>	<b>909,077</b>	<b>75,820</b>
<b>Toll Operations and Office Expenses</b>			
Advertising and marketing	60,000	60,000	-
Back office system maintenance	200,000	260,000	60,000
Bridge interoperability collection cost	48,750	80,000	31,250
Contractual	10,000	10,000	-
Computer equipment and accessories	-	5,000	5,000
Dues & memberships	5,000	7,000	2,000
Education and training	10,000	10,000	-
Facility landscaping and maintenance	150,000	175,000	25,000
HUB interop collection fees	40,000	75,000	35,000
Legal expense	30,000	15,000	(15,000)
Lease - copier	5,000	5,650	650
Lease - computer equipment		5,000	5,000
Lease - postage equipment	17,500	34,350	16,850
Maintenance & repairs	75,000	30,000	(45,000)
Merchant card services & return payment fees	50,000	40,000	(10,000)
Operational support	125,000	125,000	-
Office furniture	-	5,000	5,000
Office supplies	45,000	37,000	(8,000)
Out of state DMV	18,500	18,500	-
PBM court collections	8,000	8,000	-
Postage	185,000	145,000	(40,000)
Property insurance	95,000	75,485	(19,515)
Toll system maintenance and monitoring	185,000	200,000	15,000
Travel	12,000	12,000	-
Utilities	50,000	50,000	-
<b>Total Toll Operations and Office Expenses</b>	<b>1,424,750</b>	<b>1,487,985</b>	<b>63,235</b>



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**FINANCIAL BUDGET**  
**FISCAL YEAR 2020**

	Budget 2019	Budget 2020	Increase/(Decrease) in Dollars
<b>Non-Operating Expenses</b>			
2012 Toll Revenue Bonds Interest & Principal	\$ 1,283,000	\$ 1,283,000	\$ -
2014 CO Toll Revenue Bonds Interest & Principal	169,550	169,550	-
2015 CO Toll Revenue Bonds Interest & Principal	146,688	146,688	-
2016 Toll Refund Bonds Interest & Principal	649,700	649,700	-
<b>Total Non-Operating Expenses</b>	<b>\$ 2,248,938</b>	<b>\$ 2,248,938</b>	<b>\$ -</b>

**2020 TOLL BUDGETED OPERATING AND NON-OPERATING EXPENSES**



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
FINANCIAL BUDGET  
FISCAL YEAR 2020

## **Capital Projects**

The following list of projects are ones in which the CCRMA is planning to provide financial resources in the 2020 fiscal year. These projects are all in different phases of development and CCRMA will continue development and using various teams and resources.

TRZ inflows are restricted for the development of transportation projects identified within the establishment of the zone as per the interlocal agreement with Cameron County. The existing TRZ has established over 50 eligible projects that can receive funds from the TRZ for development.

### SPI 2<sup>nd</sup> Access

This is the most critical safety Project in Texas. South Padre Island has been recognized as the cleanest beach in Texas. As a result, South Padre Island needs a dependable, safe evacuation facility during Hurricane Season and other emergency situations. With the current Queen Isabella Memorial Causeway, it is estimated that it could take most of the day to evacuate the Island to high ground during Hurricane Season.

This Project consists of three major components: the mainland roadway, the bridge over the Laguna Madre and the island roadway. The route under consideration includes a mainland roadway consisting of a four-lane road, crossing the Laguna Madre with about 8 miles of tolled bridge lanes. The total length of the SPI 2<sup>nd</sup> Access Project is approximately 17.6 miles.

This Project continues in the environmental phase in accordance with the National Environment Policy Act (NEPA). The CCRMA has advanced the following critical environmental processes:

- Management and coordination with weekly teleconferences, district, TxDOT Environmental Division, General Engineering Consultant.
- Executive Committee meeting coordination (FHWA, ENV, District, and CCRMA)
- Final Environment Impact Statement – U.S. Coast Guard 50% Review Complete
- Biological Assessment/Terrestrial – 95% Complete
- Completion of Sea Grass Pilot Study – Completed June 2019
- SPI Dune Delineation aerial and LIDAR data plan – 90% complete
- Re-evaluation of overall mitigation plan and alternatives

Preliminary engineering and project finance activities also made significant progress these past years.

- Preliminary Schematic design – 100% complete
- LIDAR survey and Aerial imaging – preliminary 100% complete
- Preliminary Right of Way Mapping – 100% complete
- Preliminary Utility identification and location mapping – 100% complete
- Subsurface Geotechnical Investigation and Report – 100% complete



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
FINANCIAL BUDGET  
FISCAL YEAR 2020

- Preliminary Drainage and Hydrology Report updated – 100% complete
- Draft financial planning – 75% complete
- T&R and Project Feasibility reports – 75% complete
- Draft Procurement Timelines developed – 100% complete
- Industry review and one-on-one meetings – 100% complete
- Value Engineering Study and final recommendations– 100% complete

Unfortunately, in December 2017, TxDOT changed their policy on toll roads and placed this project on hold. We have no indication from TxDOT if the CCRMA will be able to proceed developing the project as a tolled bridge. Up to now, the CCRMA has used TxDOT funds to develop the environmental phase. Because of the lapse in time, the CCRMA will have to update most of the studies and design work listed above.

#### Outer Parkway

The Outer Parkway would provide a new east-west travel route in northeastern Cameron County. It would extend from I-69E to FM 106 in the vicinity of FM 1847. Currently proposed, the Outer Parkway would be controlled access and tolled. Although construction may be phased, the ultimate facility would consist of two lanes in each direction, separated by a wide center median reserved for future transportation use. Similar to the SPI 2<sup>nd</sup> Access project when TxDOT changed their policy on toll roads and this project was placed on hold. We have no indication from TxDOT if the CCRMA will be able to proceed developing the project as a tolled facility. Up to now, the CCRMA has used TxDOT funds to develop the environmental phase.

#### FM 1925

This is a Joint Project in which CCRMA, HCRMA, and TxDOT have agreed to develop the environmental document and preliminary engineering together. A needs assessment for this Project was completed by TxDOT in March 2015 resulting with it being a desirable project initiating as a Super 2 Highway by the year 2020 with future expansion to a four-lane freeway by 2035. Traffic demand will ultimately dictate future expansion.

#### SH 550 GAP II

The SH 550 is a controlled access facility that connects SH 48 and the Port of Brownsville to I-69E in Brownsville, TX. The ultimate configuration of the Project consists of five segments. Four segments have been completed. The first segment over 1847 was opened in 2011, the second segment connecting the Port of Brownsville in 2013, and the third connecting to I-69E opened in July 2015, the fourth connecting I-69E to Paredes Line was completed August 2018. The only segment left to complete is known as the GAP II segment. SH550 is also known as Interstate I-169 and segments 1,3 and 4 have already been signed as I-169. After approval from TxDOT, the CCRMA plans to begin revising the design plans in FY2020 and preparing construction plans for bidding in 2021.



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
FINANCIAL BUDGET  
FISCAL YEAR 2020

Unfortunately, because SH550 is a toll-road any work on Gap II was placed on hold by TxDOT in December 2017. However, on August 24, 2019 the Texas Transportation Commission approved the Unified Transportation Program (UTP) and in it funds for Gap II were approved. The CCRMA is waiting to hear from the TxDOT Pharr District Office to see how we will proceed with the development of this project.

East Loop

East Loop Corridor provides a direct corridor to the Port of Brownsville from the Veterans International Bridge, which exports and imports over 6 million metric tons of steel, petroleum, machinery, ores and other international trade exports to our Mexico partners. Existing truck route and over-weight corridor on International Boulevard passes through 5 school zones. The East Loop Corridor will eliminate a total of 23 conflicts existing between the Veterans bridge and the Port of Brownsville including these school zones.

Eliminating 18 stops and 5 school zone crossings will significantly improve air quality and the quality of life in the Southmost area of Brownsville. Creating the East Loop Corridor for trucks from Mexico/Veterans International Bridge at Los Tomates to the Port of Brownsville will reduce congestion on I69E/SH 48 as well as reduce the time of travel on all roadways in the Corridor.

Progress on the environmental phase continued steady as we had been coordinating the various phases and stakeholders of the Environmental Assessment. This phase did arrive at a significant change in 2016 called upon by TxDOT Environmental Division where now two segments of the Project were to be combined into one Environmental Assessment document. This new change required by TxDOT Environmental Division not only requires the combining of the two documents but includes the addition of a new portion connecting SH 4 to the Port of Brownsville known as the South Port Connector. The CCRMA has partnered with the Port of Brownsville to accelerate the development of the South Port Connector and is currently in the bidding phase. Project will be let on October 2019.

Veterans Bridge Overpass

This project is planned to improve the connection of I-69E and university boulevard in Brownsville near the Veterans International Bridge. It is very early in the development phase, and CCRMA will be providing in kind services to prepare project for planning and coordination, and funding with local MPO and TxDOT.

FM 509

FM 509 is a new road location project located in the Harlingen area that would extend the existing FM 509 between FM 508 and FM 1599. The CCRMA will begin the environmental and preliminary engineering phase of this project in FY2020. The new segment would eventually connect with Outer Parkway.



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
FINANCIAL BUDGET  
FISCAL YEAR 2020

**Interlocal Agreement Projects**

*Cameron County*

Veterans POV Expansion Project

The CCRMA has completed the Plans, Specifications, and Estimates for the expansion of the Customs and Border Protection (CBP) primary passenger lanes of the Veterans International Bridge. CCRMA has also secured funding towards the construction of this project and applied for a BUILD Grant for additional funds. CCRMA provides direct resources of staff through in-kind services to the management and project oversight. All consultant costs are funded through an interlocal agreement with Cameron County.

Old Alice Road

The Old Alice road project is the expansion of the existing road from Hwy 100 to Sports Park Boulevard. The CCRMA provides direct resources of staff through in-kind services to the environmental document preparation and project oversight. The CCRMA is providing the Plans, Specifications, and Estimates for the development of the project through a partnership with Cameron County and City of Brownsville.

West Boulevard

West Boulevard is a multi-modal corridor project that will develop the former Union Pacific rail right of way as a hike and bike trail from Palm Boulevard to Railroad Street with a road segment between FM 802 to north of FM 3248. The CCRMA will begin the environmental compliance and documentation process, along with the preliminary engineering in FY 2020. All costs will be funded through a Memorandum of Agreement between the City of Brownsville and Cameron County.

Flor de Mayo

The Flor de Mayo International Bridge is a project in the early development phase and CCRMA will be providing in kind services to prepare project for planning and coordination, and funding with local MPO and TxDOT. A feasibility study was completed for the project in March of 2019. This project would help the growing demand of international travel and reduce future vehicle congestion as well as promote investments in the food and industrial sector of the border area.

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
FINANCIAL BUDGET  
FISCAL YEAR 2020

*City of Brownsville*

Morrison Road

New roadway from 1847 to FM 511 in Brownsville. Project requires the preliminary engineering tasks in order to complete an environmental document. The CCRMA provides direct resources of staff through in-kind services to the completion of the environmental document. All consultant costs are funded through an interlocal agreement with the City of Brownsville.

Indiana Avenue

Indiana Avenue is a new road project located in Brownsville area that would realign Indiana from 0.1 miles N. of California Road to 0.62-mile North of FM 1419. The CCRMA will begin the environmental and preliminary engineering phase of this project in FY2020. All consultant costs are funded through an interlocal agreement with the City of Brownsville.

*City of Los Fresnos*

Whipple Road

This project involves the expansion of the existing road in Los Fresnos. The CCRMA provides direct resources of staff through in-kind services to the completion of the environmental document. All consultant costs are funded through an interlocal agreement with the City of Los Fresnos.

Enclosed Attachments

- Appendix A – Administrative Budgeted Summary
- Appendix B – Toll Operations Budgeted Summary
- Appendix C – Combined Administrative and Tolls
- Appendix D - Capital Projects Budget Summary



**Appendix A - Administrative Operations  
Budget Summary FY2020**

	Budget 2019	Budget 2020	Increase/(Decrease) in Dollars
<b>Operating Revenue</b>			
Vehicle registration fee	\$ 3,225,000	\$ 3,250,000	\$ 25,000
Interlocal revenue	100,000	120,000	20,000
<b>Total Operating Revenue</b>	<b>3,325,000</b>	<b>3,370,000</b>	<b>45,000</b>
<b>Salaries and Benefits</b>			
Salaries	630,000	666,934	36,934
Employee benefits & taxes	196,423	179,594	(16,829)
<b>Total Salaries and Benefits</b>	<b>826,423</b>	<b>846,528</b>	<b>20,105</b>
<b>Administrative and Office Expenses</b>			
Accounting software and services	10,000	10,000	-
Advertising and marketing	25,000	18,500	(6,500)
Audit services	25,000	31,000	6,000
Computer equipment and accessories	-	2,000	2,000
Consulting	150,000	265,642	115,642
Contractual	40,000	10,000	(30,000)
Data processing	15,000	10,000	(5,000)
Dues and memberships	18,500	20,000	1,500
Education and training	10,000	10,000	-
Fiscal agent fees	50,000	50,000	-
Insurance and surety bonds	5,000	5,000	-
Interest - line of credit	25,000	25,000	-
Interest - computer equipment	-	500	500
Lease - Building	54,000	48,720	(5,280)
Lease - computer equipment	10,000	9,500	(500)
Lease - copier	-	4,200	4,200
Legal Expenses	50,000	100,000	50,000
Maintenance and repairs	10,000	10,000	-
Miscellaneous expenses	5,000	-	(5,000)
Office supplies	30,000	15,000	(15,000)
Office furniture	8,500	5,000	(3,500)
Postage	1,000	500	(500)
Travel	30,000	30,000	-
Utilities	12,000	12,000	-
<b>Total Administrative and Office Expenses</b>	<b>584,000</b>	<b>692,562</b>	<b>108,562</b>
<b>Total Operating Expenses</b>	<b>1,410,423</b>	<b>1,539,090</b>	<b>128,667</b>
<b>Net Increase (Decrease) before Non -Operating Revenue/(Expenses)</b>	<b>1,914,577</b>	<b>1,830,910</b>	<b>(83,667)</b>
<b>Non-Operating Revenue/(Expenses)</b>			
Interest revenue	30,000	68,200	38,200
Other non-operating revenue	330,000	-	(330,000)
Interlocal expense	-	(99,360)	(99,360)
2010B VRFBond Interest & Principal	(1,100,000)	-	1,100,000
2014 Refunding 2010A Interest & Principal	(975,200)	(971,750)	3,450
2017 Refunding 2010A Interest & Principal	(178,800)	(178,800)	-
2019 Refunding 2010B Interest & Principal	-	(649,200)	(649,200)
<b>Total Non-Operating Revenue / (Expenses)</b>	<b>(1,894,000)</b>	<b>(1,830,910)</b>	<b>63,090</b>
<b>Net Increase (Decrease) after Non -Operating Revenue/(Expenses)</b>	<b>\$ 20,577</b>	<b>\$ -</b>	<b>\$ (20,577)</b>

Appendix B - Toll Operations  
Budget Summary FY 2020

	Budget 2019	Budget 2020	Increase/(Decrease) in Dollars
<b>Toll Operating Revenue</b>			
CUSIOP Toll Revenue	\$ 650,000	\$ 700,000	\$ 50,000
TPS toll revenue	1,850,000	1,900,000	50,000
International bridge interop revenue	325,000	525,000	200,000
Interlocal revenue	150,000	136,000	(14,000)
<b>Total Toll Operating Revenue</b>	<b>2,975,000</b>	<b>3,261,000</b>	<b>286,000</b>
<b>Salaries and Benefits</b>			
Salaries	641,500	683,676	42,176
Employee benefits & taxes	191,757	225,401	33,644
<b>Total Salaries and Benefits</b>	<b>833,257</b>	<b>909,077</b>	<b>75,820</b>
<b>Toll Operations and Office Expenses</b>			
Advertising and marketing	60,000	60,000	-
Back office system maintenance	200,000	260,000	60,000
Bridge interoperability collection cost	48,750	80,000	31,250
Contractual	10,000	10,000	-
Computer equipment and accessories	-	5,000	5,000
Dues & memberships	5,000	7,000	2,000
Education and training	10,000	10,000	-
Facility landscaping and maintenance	150,000	175,000	25,000
HUB interop collection fees	40,000	75,000	35,000
Interest - computer lease	-	450	450
Legal expense	30,000	15,000	(15,000)
Lease - copier	5,000	5,650	650
Lease - computer equipment	-	4,550	4,550
Lease - postage equipment	17,500	34,350	16,850
Maintenance & repairs	75,000	30,000	(45,000)
Merchant card services & return payment fees	50,000	40,000	(10,000)
Operational support	125,000	125,000	-
Office furniture	-	5,000	5,000
Office supplies	45,000	37,000	(8,000)
Out of state DMV	18,500	18,500	-
PBM court collections	8,000	8,000	-
Postage	185,000	145,000	(40,000)
Property insurance	95,000	75,485	(19,515)
Toll system maintenance and monitoring	185,000	200,000	15,000
Travel	12,000	12,000	-
Utilities	50,000	50,000	-
<b>Total Toll Operations and Office Expenses</b>	<b>1,424,750</b>	<b>1,487,985</b>	<b>63,235</b>
<b>Total Operating Expenses</b>	<b>2,258,007</b>	<b>2,397,062</b>	<b>139,055</b>
<b>Net Increase (Decrease) before Non -Operating Revenue/(Expenses)</b>	<b>716,993</b>	<b>863,938</b>	<b>146,945</b>
<b>Non-Operating Revenue/ (Expenses)</b>			
Other financing source - debt reserve fund	146,945		(146,945)
Pass through agreement	1,385,000	1,385,000	-
2012 Toll Revenue Bonds Interest & Principal	(1,283,000)	(1,283,000)	-
2014 CO Toll Revenue Bonds Interest & Principal	(169,550)	(169,550)	-
2015 CO Toll Revenue Bonds Interest & Principal	(146,688)	(146,688)	-
2016 Toll Refund Bonds Interest & Principal	(649,700)	(649,700)	-
<b>Total Non-Operating Revenue / (Expenses)</b>	<b>(716,993)</b>	<b>(863,938)</b>	<b>(146,945)</b>
<b>Net Increase (Decrease) after Non -Operating Revenue/(Expenses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>



**Appendix C - Combined Toll and Administrative  
Budget Summary FY 2020**

	Budget 2019	Budget 2020	Increase/(Decrease) in Dollars
<b>Toll Operating Revenue</b>			
CUSIOP Toll Revenue	\$ 650,000	\$ 700,000	\$ 50,000
TPS toll revenue	1,850,000	1,900,000	50,000
Bridge interoperability	325,000	525,000	200,000
Interlocal revenue	250,000	256,000	6,000
Vehicle registration fee	3,225,000	3,250,000	25,000
<b>Total Operating Revenue</b>	<b>6,300,000</b>	<b>6,631,000</b>	<b>331,000</b>
<b>Salaries and Benefits</b>			
Salaries	1,271,500	1,350,610	79,110
Employee benefits & taxes	388,180	404,995	16,815
<b>Total Salaries and Benefits</b>	<b>1,659,680</b>	<b>1,755,605</b>	<b>95,925</b>
<b>Operations and Office Expenses</b>			
Accounting software and services	10,000	10,000	-
Advertising and marketing	85,000	78,500	(6,500.0)
Audit services	25,000	31,000	6,000
Back office system maintenance	200,000	260,000	60,000
Bridge interoperability collection cost	48,750	80,000	31,250
Consulting	150,000	265,642	115,642
Contractual	50,000	20,000	(30,000)
Computer equipment and accessories	10,000	17,000	7,000
Data processing	15,000	10,000	(5,000)
Dues & memberships	23,500	27,000	3,500
Education and training	20,000	20,000	-
Facility landscaping and maintenance	150,000	175,000	25,000
Fiscal agent fees	50,000	50,000	-
Insurance and surety bonds	5,000	5,000	-
HUB interop collection fees	40,000	75,000	35,000
Interest - computer equipment	-	500	500
Interest - line of credit	25,000	25,000	-
Lease - building	48,720	48,720	-
Lease - copier	10,280	14,350	4,070
Lease - postage equipment	17,500	34,350	16,850
Legal expense	80,000	115,000	35,000
Maintenance & repairs	85,000	40,000	(45,000)
Merchant card services & return payment fees	50,000	40,000	(10,000)
Miscellaneous expenses	5,000	-	(5,000)
Office furniture	8,500	10,000	1,500
Office supplies	75,000	52,000	(23,000)
Operational support	125,000	125,000	-
Out of State DMV	18,500	18,500	-
PBM court collections	8,000	8,000	-
Postage	186,000	145,500	(40,500)
Property insurance	95,000	75,485	(19,515)
Toll system maintenance and monitoring	185,000	200,000	15,000
Travel	42,000	42,000	-
Utilities	62,000	62,000	-
<b>Total Operations and Office Expenses</b>	<b>2,008,750</b>	<b>2,180,547</b>	<b>171,797</b>
<b>Total Operating Expenses</b>	<b>3,668,430</b>	<b>3,936,152</b>	<b>267,722</b>
<b>Net Increase before Non -Operating Revenue/(Expenses)</b>	<b>2,631,570</b>	<b>2,694,848</b>	<b>63,278</b>
<b>Non-Operating Revenue/ (Expenses)</b>			
Interest revenue	30,000	68,200	38,200
Interlocal expense	-	(99,360)	(99,360)
Other financing source - debt reserve fund	146,945	-	(146,945)
Other non-operating revenue	330,000	-	(330,000)
Pass through agreement	1,385,000	1,385,000	-
2010B VRFBond Interest & Principal	(1,100,000)	-	1,100,000
2012 Toll Revenue Bonds Interest & Principal	(1,283,000)	(1,283,000)	-
2014 Refunding 2010A Interest & Principal	(975,200)	(971,750)	3,450
2014 CO Toll Revenue Bonds Interest & Principal	(169,550)	(169,550)	-
2015 CO Toll Revenue Bonds Interest & Principal	(146,688)	(146,688)	-
2016 Toll Refund Bonds Interest & Principal	(649,700)	(649,700)	-
2017 Refunding 2010A Interest & Principal	(178,800)	(178,800)	-
2019 Refunding 2010B Interest & Principal	-	(649,200)	(649,200)
<b>Total Non-Operating Revenue / (Expenses)</b>	<b>(2,610,993)</b>	<b>(2,694,848)</b>	<b>(83,855)</b>
<b>Net Increase after Non -Operating Revenue/(Expenses)</b>	<b>\$ 20,577</b>	<b>\$ -</b>	<b>\$ (20,577)</b>

## Appendix D - Capital Projects Budget Summary FY 2020

	Federal/State Funding	Local Government Funding	CCRMA TRZ Funding	CCRMA Direct Admin
	2020	2020	2020	2020
<b>Capital Projects</b>				
SPI 2nd Access*	\$ 250,000	\$ -	\$ 75,000	\$ 50,000
Outer Parkway*	250,000	-	25,000	20,000
FM 1925	-	50,000	50,000	20,000
SH 550 GAP II**	350,000	-	100,000	45,000
East Loop**	650,000	650,000	200,000	75,000
Veterans Bridge Overpass**	100,000	-	25,000	10,000
FM 509**	500,000	-	25,000	30,000
	<u>\$ 2,100,000</u>	<u>\$ 700,000</u>	<u>\$ 500,000</u>	<u>\$ 250,000</u>
 <b>Interlocal Agreement Projects</b>				
<b>Cameron County</b>				
Veterans Bridge POV Expansion **	\$ 1,250,000	\$ 350,000	\$ 50,000	\$ 35,000
West Boulevard**	150,000	300,000	30,000	25,000
Flor de Mayo Bridge	-	125,000	-	15,000
 <b>City of Brownsville</b>				
Morrison Road**	300,000	62,500	-	25,000
Indiana Road**	312,000	85,000	-	25,000
Old Alice Road**	-	500,000	50,000	50,000
 <b>City of Los Fresnos</b>				
Whipple Road**	380,000	22,000	-	45,000
	<u>\$ 2,392,000</u>	<u>\$ 1,444,500</u>	<u>\$ 130,000</u>	<u>\$ 220,000</u>
 Total	<u>\$ 4,492,000</u>	<u>\$ 2,144,500</u>	<u>\$ 630,000</u>	<u>\$ 470,000</u>

\*Financial Assistance Agreement with TxDOT (On-hold)

\*\*Advance Funding Agreement (Federal/State )

Transportation Reinvestment Zone (TRZ)	Budget 2019	Budget 2020
TRZ Restricted Revenue	\$ 475,000	\$ 625,000

**4-M    CONSIDERATION AND APPROVAL OF THE REVISED CAMERON COUNTY  
REGIONAL MOBILITY AUTHORITY PERSONNEL AND POLICY MANUAL.**



**ADOPTED BY  
BOARD ACTION**

**September 13, 2019**



## TABLE OF CONTENTS

<b>INTRODUCTION – ABOUT THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY.....</b>	<b>- 1 -</b>
<b>CHAPTER 1. PURPOSE AND AUTHORITY OF THIS MANUAL .....</b>	<b>- 1 -</b>
<b>CHAPTER 2. ORGANIZATIONAL STRUCTURE.....</b>	<b>- 2 -</b>
<b>CHAPTER 3. GOALS OF THIS MANUAL .....</b>	<b>- 3 -</b>
<b>CHAPTER 4. EQUAL EMPLOYMENT OPPORTUNITY POLICY .....</b>	<b>- 3 -</b>
<b>CHAPTER 5. AT WILL EMPLOYMENT .....</b>	<b>- 3 -</b>
<b>CHAPTER 6. DISABILITY POLICY .....</b>	<b>- 4 -</b>
<b>CHAPTER 7. CATEGORIES OF EMPLOYEES.....</b>	<b>- 4 -</b>
<b>CHAPTER 8. PROBATIONARY STATUS.....</b>	<b>- 5 -</b>
<b>CHAPTER 9. EXIT INTERVIEWS AND RECORDS .....</b>	<b>- 5 -</b>
<b>CHAPTER 10. RESIDENCE REQUIREMENTS.....</b>	<b>- 6 -</b>
<b>CHAPTER 11. HIRING RESTRICTIONS; DEGREES OF RELATIONSHIP; NEPOTISM PROHIBITIONS UNDER STATE LAW .....</b>	<b>- 6 -</b>
<b>CHAPTER 12. APPOINTMENTS TO JOB POSITIONS.....</b>	<b>- 7 -</b>
<b>CHAPTER 13. RECRUITMENT AND SELECTION.....</b>	<b>- 7 -</b>
<b>CHAPTER 14. PERFORMANCE EXPECTATIONS.....</b>	<b>- 8 -</b>
<b>CHAPTER 15. PERFORMANCE EVALUATION .....</b>	<b>- 9 -</b>
<b>CHAPTER 16. PERSONNEL RECORDS .....</b>	<b>- 9 -</b>
<b>CHAPTER 17. REQUIRED EMPLOYEE DATA .....</b>	<b>- 9 -</b>
<b>CHAPTER 18. WORK-WEEK; WORK SCHEDULES; PAY PERIODS; AND PAY DATES.....</b>	<b>- 10 -</b>
<b>CHAPTER 19. PAYROLL DEDUCTIONS.....</b>	<b>- 11 -</b>
<b>CHAPTER 20. SAFE HARBOR POLICY.....</b>	<b>- 11 -</b>
<b>CHAPTER 21. NATURAL DISASTERS AND EMERGENCIES .....</b>	<b>- 11 -</b>

<b>CHAPTER 22. OVERTIME, COMPENSATORY TIME AND FAIR LABOR STANDARDS ACT (FLSA) COMPLIANCE .....</b>	<b>- 12 -</b>
<b>CHAPTER 23. TIME-KEEPING AND PAYROLL RECORDS.....</b>	<b>- 13 -</b>
<b>CHAPTER 24. SALARY, WAGES, BENEFITS AND DEDUCTIONS.....</b>	<b>- 13 -</b>
<b>CHAPTER 25. SUMMARY OF BENEFITS .....</b>	<b>- 14 -</b>
<b>CHAPTER 26. PAID TIME OFF: GENERAL RULES .....</b>	<b>- 15 -</b>
<b>CHAPTER 27. PAID TIME OFF: HOLIDAYS .....</b>	<b>- 16 -</b>
<b>CHAPTER 28. PAID TIME OFF: VACATION TIME.....</b>	<b>- 17 -</b>
<b>CHAPTER 29. PAID TIME OFF: SICK LEAVE.....</b>	<b>- 18 -</b>
<b>CHAPTER 30. PAID TIME OFF: PERSONAL LEAVE.....</b>	<b>- 19 -</b>
<b>CHAPTER 31. SICK LEAVE PAY-OUT .....</b>	<b>- 19 -</b>
<b>CHAPTER 32. VACATION/SICK LEAVE DONATION.....</b>	<b>- 20 -</b>
<b>CHAPTER 33. PAID TIME OFF: BEREAVEMENT LEAVE .....</b>	<b>- 20 -</b>
<b>CHAPTER 34. WORKERS' COMPENSATION INJURY LEAVE.....</b>	<b>- 21 -</b>
<b>CHAPTER 35. FAMILY AND MEDICAL LEAVE ACT (FMLA) .....</b>	<b>- 23 -</b>
<b>CHAPTER 36. TEMPORARY DISABILITY POLICY .....</b>	<b>- 24 -</b>
<b>CHAPTER 37. JURY DUTY, COURT PROCEEDINGS, AND VOTING LEAVE .....</b>	<b>- 25 -</b>
<b>CHAPTER 38. MILITARY LEAVE .....</b>	<b>- 26 -</b>
<b>CHAPTER 39. ADMINISTRATIVE LEAVE; PAID OR UNPAID.....</b>	<b>- 26 -</b>
<b>CHAPTER 40. TRAVEL AND EXPENSE POLICY.....</b>	<b>- 27 -</b>
<b>CHAPTER 41. DRESS CODE OBLIGATIONS .....</b>	<b>- 27 -</b>
<b>CHAPTER 42. SUBSTANCE ABUSE AND DRUG TESTING.....</b>	<b>- 27 -</b>
<b>CHAPTER 43. WORKPLACE HARASSMENT PROHIBITED.....</b>	<b>- 31 -</b>
<b>CHAPTER 44. CCRMA EQUIPMENT AND PROPERTY .....</b>	<b>- 33 -</b>
<b>CHAPTER 45. OPERATION OF MOTOR VEHICLES .....</b>	<b>- 34 -</b>

<b>CHAPTER 46. CONFLICT OF INTEREST .....</b>	<b>- 36 -</b>
<b>CHAPTER 47. PUBLIC AND MEDIA RELATIONS .....</b>	<b>- 37 -</b>
<b>CHAPTER 48. SOCIAL MEDIA POLICY .....</b>	<b>- 38 -</b>
<b>CHAPTER 49. POLITICAL ACTIVITY.....</b>	<b>- 39 -</b>
<b>CHAPTER 50. SMOKING AND TOBACCO USE POLICY .....</b>	<b>- 39 -</b>
<b>CHAPTER 51. DISCIPLINE POLICY GENERALLY .....</b>	<b>- 40 -</b>
<b>CHAPTER 52. NON-DISCIPLINARY SEPARATIONS .....</b>	<b>- 41 -</b>
<b>CHAPTER 53. DISCIPLINARY AND TRAINING PROCEDURE .....</b>	<b>- 43 -</b>
<b>CHAPTER 54. GROUNDS FOR DISCIPLINE .....</b>	<b>- 44 -</b>
<b>CHAPTER 55. COMPLAINTS AND GRIEVANCES.....</b>	<b>- 45 -</b>
<b>CHAPTER 56. RESERVED. ....</b>	<b>- 47 -</b>
<b>CHAPTER 57. RESERVED. ....</b>	<b>- 47 -</b>
<b>CHAPTER 58. RESERVED. ....</b>	<b>- 47 -</b>
<b>CHAPTER 59. MISCELLANEOUS .....</b>	<b>- 47 -</b>
<b>CHAPTER 60. DEFINITIONS.....</b>	<b>- 47 -</b>
EXHIBIT A – RECEIPT AND ACKNOWLEDGMENT FORM	
EXHIBIT B – CODE OF ETHICS ACKNOWLEDGEMENT	
EXHIBIT C – PUBLIC ACCESS OPTION FORM	
EXHIBIT D – WAGE DEDUCTION AUTHORIZATION FORM	
EXHIBIT E – VACATION/SICK LEAVE DONATION FORM	
EXHIBIT F – DRESS CODE POLICY	
EXHIBIT G – LOCKER POLICY - TOLLS	
EXHIBIT H – RECEIPT OF UNIFORM/SHIRTS	
EXHIBIT I – ORGANIZATIONAL STRUCTURE	
EXHIBIT J – NEPOTISM CHART	

## **INTRODUCTION – ABOUT THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

- A. The passing of House Bill 3588 by the Texas Legislature in 2003 brought about major innovative reform in how essential transportation projects can be funded. The traditional methods of financing to develop local transportation systems, particularly the gas tax can no longer be relied upon to keep pace with rising transportation costs. The Texas Legislature approved the establishment of Regional Mobility Authorities (RMA's) as an innovative transportation tool to accelerate projects and create new revenue streams for local transportation system projects. The Texas Transportation Commission (TTC) approved the creation of the Cameron County Regional Mobility Authority (CCRMA) on September 30, 2004 to promote and improve regional mobility within Cameron County, South Texas and internationally with the Northern Tamaulipas region of Mexico.
- B. The mission of the CCRMA is to expeditiously provide innovative, regional solutions to congestion problems while enhancing the economic vitality and quality of life in the Cameron County region. Our goals include:
  - 1. Provide Expertise in the Development of Solutions to our Region's Mobility Challenges
  - 2. Deliver Mobility Projects Expeditiously
  - 3. New Economic Development Opportunities
  - 4. Identify Financial Alternatives
  - 5. Organizational Transparency and Efficiency
- C. The CCRMA is committed to be an open and transparent government organization staffed by experts who are purposefully working cooperatively with key stakeholder ground in the community.

## **CHAPTER 1. PURPOSE AND AUTHORITY OF THIS MANUAL**

- A. The purpose of this Manual is to establish a uniform set of policies governing the employees of the Cameron County Regional Mobility Authority (CCRMA) with respect to performance expectations, pay, benefits, and disciplinary policy.
- B. This Manual applies to each and every employee of the CCRMA. It shall be the duty and responsibility of the Executive Director to oversee its implementation. The Manual shall apply to the Executive Director as well, subject to contract requirements.
- C. This Policy Manual is not intended to, nor does it in fact, serve as an express or implied contract or promise of continued or future employment with the CCRMA. Neither this manual nor the policies and procedures set forth in it create contractual rights regarding the status of job descriptions, maintenance of standards, personnel action, or otherwise, neither can it alter the employment-at-will relationship in any way. This means that both the employee and the CCRMA retain the right to terminate the employment relationship at any time and for any reason. This Manual is intended as a guide for management and employees that addresses expectations and objectives in connection with the operations of the CCRMA and management of personnel.



- D. The CCRMA Board of Directors has the authority to adopt this Manual, and it retains its authority to amend and modify the Manual whenever necessary to correct and improve the services that the CCRMA provides to the citizens of South Texas within Cameron County.
- E. The CCRMA expects its employees to comply with all applicable rules of behavior and conduct in the performance of duties, including all rules, regulations, and policies relating to safety rules and safety standards.
- F. Every CCRMA employee is expected to know and understand that the employee works for the citizens of Cameron County, Texas and that exemplary customer service is a fundamental job requirement that applies to every budgeted position authorized by the CCRMA and its Board of Directors.
- G. Should an employee have a question concerning a policy contained in the Personnel Policy Manual, he/she is encouraged to consult his/her supervisor/manager. Specific questions involving the interpretation or application of a policy should be referred to the authorized personnel.

## **CHAPTER 2. ORGANIZATIONAL STRUCTURE**

- A. The CCRMA is a regional mobility authority authorized and existing pursuant to the provisions of House Bill 3588, enacted by the 78<sup>th</sup> Legislature of Texas and codified in Texas Transportation Code, Chapter 370, as the Regional Mobility Authority Act adopted by the Texas Department of Transportation concerning the operation of regional mobility authorities.
- B. The chief administrator of the CCRMA shall be the Executive Director, other Administrators may be appointed by the Executive Director with the consent of the Board. All such administrators shall perform such duties and have such powers as may be assigned to them by the Executive Director or as set forth in the Board Resolutions. The Executive Director serves at the discretion of the Board performing all duties assigned by the Board and implementing resolutions adopted by the Board. The Executive Director shall be responsible for the general management, hiring, appointment, promotion, demotion, and termination of employees and day-to-day operations of the CCRMA.
- C. The primary role of management at the CCRMA is to sustain a consistently high level of customer satisfaction and to attract, inspire, develop and retain top talent in the organization. In addition, the CCRMA management is responsible for ensuring that employees carry out the CCRMA's mission and business objectives in a manner that is effective and efficient.
- D. The CCRMA is organized in a top down pyramid structure and is organized into administrative departments. The design of the administrative structure, including the design and functions of each department, is determined by the Executive Director and the Board of Directors as part of the budget process from year to year. See Exhibit "I".
- E. The staffing needs of the CCRMA generally, and of each specific Department is also controlled by the Executive Director and the Board of Directors. The number of budgeted and recognized positions is handled through the budget process, considering the needs of the CCRMA and any fiscal restraints that exist in any particular budget year.

- F. Department heads or supervisors will be responsible for the proper and effective administration of these Rules and Regulations within their departments. Routine matters pertaining to enforcement may be delegated to other supervisory personnel.
- G. Department heads or supervisors may, with approval from the authorized personnel, prepare and enforce supplemental personnel policies for the administration of personnel matters specific to their department. These departmental policies and procedures shall serve as supplements to this Personnel Policies Manual. In the event of conflict in any section, the policies in this Manual shall control.

### **CHAPTER 3. GOALS OF THIS MANUAL**

- A. The goals of this Manual are as follows:
  - 1. To promote and increase employee efficiency and responsiveness to the public;
  - 2. To provide fair and equal employment opportunity for qualified persons who work for the CCRMA;
  - 3. To maintain consistent, up-to-date position classification and compensation plans based on the relative duties and responsibilities of jobs in the CCRMA service; and
  - 4. To promote pride and high morale among CCRMA Employees by fostering good working relationships.

### **CHAPTER 4. EQUAL EMPLOYMENT OPPORTUNITY POLICY**

- A. The CCRMA is committed to equal employment opportunity for all individuals without regard to race, religion, gender, sexual orientation, age, national origin, disability, or veteran status. This commitment extends to all terms, conditions, and privileges of employment and the work environment as provided for by both state and federal law.
- B. Harassment, retaliation, coercion, interference, or intimidation of any employee due to that employee's race, religion, color, national origin, sex, age, disability, or veteran status, as defined by state and federal law is prohibited and is grounds for disciplinary action up to and including termination.
- C. The CCRMA is committed to enforcement of any and all applicable state and federal law that prohibits retaliation against an employee motivated by what is otherwise protected conduct or activity under state or federal law.

### **CHAPTER 5. AT WILL EMPLOYMENT**

- A. Employment with the CCRMA is considered "at will," meaning that both, the employee and the CCRMA have a voluntary employment relationship which exists for no certain period of time, and which may be terminated at will by either party. Thus, an employee may resign for any reason and at any time. Similarly, the CCRMA may choose to terminate employment at any time, for any reason, with or without advance notice and with or without cause.
- B. Employment with the CCRMA is considered at will, except where employment may be covered by a specific, written employment contract that is executed by both the employee and the Executive Director and/or Board of Directors of the CCRMA.
- C. This Personnel Manual does not create a contract of employment or an implied contract of employment. No one at the CCRMA is authorized to verbally alter the

employment-at-will status for any individual and no statements to the contrary can create an employment contract at the CCRMA.

- D. Unless a written employment contract exists, signed by the employee, and the Executive Director and/or Board of Directors of the CCRMA, there is no contractual agreement between the CCRMA and any employee.

## **CHAPTER 6.     DISABILITY POLICY**

- A. The CCRMA will make reasonable accommodations, as required by state and federal law and in accordance with the most recent interpretations of any applicable law.
- B. Employees who believe they need an accommodation in the performance of their job should discuss the matter with their supervisor or department head so that an evaluation can be made about the extent to which such an accommodation is either needed or required.
- C. CCRMA management reserves the right to make ultimate determinations about the level of accommodation required by law, taking into account the legitimate needs and interests of the CCRMA, as well as of the employee.

## **CHAPTER 7.     CATEGORIES OF EMPLOYEES**

- A. Regular Full-Time employees are those who are scheduled to be at work a minimum of forty hours per week on a regular basis. Regular Full-Time employees will receive full benefits, subject to completion of a probationary period as specified in this Manual.
- B. Regular Part-Time employees are those who are scheduled as regular part-time employees, and shall not receive any fringe benefits, except those required by law, or except as otherwise provided for in this Manual. Part-Time regular employees are not eligible for CCRMA benefits, other than Texas County District Retirement System (TCDRS), Workers Compensations Insurance and FICA (Social Security and Medicare tax).
- C. Temporary or Seasonal employees who are expected to remain employed for only a limited period of time (such as for a season) or for a special task or project will be carried as Temporary Employees. Temporary/Seasonal employees are not eligible for CCRMA benefits, other than Workers Compensations Insurance and FICA (Social Security and Medicare tax).
- D. An intern is an employee who generally is hired to work for a defined period usually coinciding with the college semester and may work from 10-30 hours per work week, depending on business needs, and intern's college schedule, and other factors. This position may be paid or unpaid. Interns are not eligible for CCRMA benefits, other than Workers Compensations Insurance and FICA (Social Security and Medicare tax).
- E. Volunteers are those who are not otherwise carried as a regular or part-time employee. The provisions of this Manual shall apply to the extent that volunteer functions and activities are in furtherance of any interest for the CCRMA.
- F. The provisions of this Manual shall apply to positions recognized in the CCRMA By-laws that are appointed by the Board of Directors, and any CCRMA employee;

provided, however, that the provisions of the CCRMA By-laws and any applicable state law, shall control.

- G. Contractors are persons who render services to the CCRMA pursuant to a retainer agreement, a contract (oral or in writing), or on a task or project basis, are not otherwise considered employees of the CCRMA. The provisions of this Manual do not apply to contractors.

## **CHAPTER 8. PROBATIONARY STATUS**

- A. New Employees - All newly hired employees shall be carried on a probationary status for a period of six (6) months from the official date of hire (DOH) and shall be utilized by the CCRMA to evaluate that employee during their first six (6) months of employment to determine whether further employment in a specific position with the CCRMA is appropriate. Management may require an extended probationary period of up to twelve (12) months for higher level administrative positions, at its discretion. This classification applies to both new employees, rehired employees, and employees who are either transferred or promoted within the CCRMA.
- B. Transferred Employees - Any existing employee who is transferred from one job position to another within the same department shall be carried on a probationary status in the transferred position for a period of six (6) months from the date of such transfer. Additionally, an employee must remain in his/her position for a minimum of six (6) months before requesting or applying for a transfer.
- C. The probationary period is intended to allow both the employee and the employee's supervisors to evaluate the knowledge, skills, and abilities of the employee in the designated position. Within the probationary period the employee may request or will receive counseling, feedback and evaluations with respect to job performance.
- D. A new employee may be dismissed at any time during the initial six (6) month or the extended probationary period when, in the judgment of the Executive Director, the quality and performance of his or her work does not merit continuation as a CCRMA employee.
- E. An employee who has completed his or her initial probationary period may be dismissed by the Executive Director for various reasons, which include but are not limited to those listed in Chapter 50. All employees remain subject to performance evaluations to be conducted at least once a year.

## **CHAPTER 9. EXIT INTERVIEWS AND RECORDS**

- A. Employee Separation Forms. An Employee Separation Form must be filled out by the Supervisor of Department Head for each employee who is separated, noting the reason for the separation. The Department Head shall keep a copy of the form and submit the original to the payroll clerk and a copy to the Human Resource Department for further processing.
- B. Payroll Attendance Worksheet. Information regarding employee separation must also be reported to the Human Resources Department of the Pay Roll Attendance Worksheet and must reflect any vacation and/or comp-time pending.
- C. Exit Interview Form. Each supervisor separating an employee will fill out an employee exit interview form to be submitted to the Human Resources Department.



## **CHAPTER 10. RESIDENCE REQUIREMENTS**

- A. Except as otherwise may be required by the CCRMA By-laws, CCRMA employees are not required to reside within the Cameron County limits.
- B. However, employees in public safety or public maintenance job functions who may be needed at work on an emergency basis may be required to reside within reasonable commuting ranges of that employees work assignment.
- C. The CCRMA is not responsible for any travel costs incurred in commuting to and from work or duty stations when coming on or off of duty. The CCRMA's obligations to pay begin when the employee arrives at that employee's work or duty station and ends when the employee leaves the work of duty station at the end of the work shift.

## **CHAPTER 11. HIRING RESTRICTIONS; DEGREES OF RELATIONSHIP; NEPOTISM PROHIBITIONS UNDER STATE LAW**

- A. Nepotism is the showing of favoritism towards a relative. The practice of nepotism in hiring personnel or awarding contracts is forbidden by the CCRMA. No person may be hired who is related within the second degree by affinity (marriage) or within the third degree by consanguinity (blood) to a CCRMA Official or to any employee who would directly supervise his or her job performance. See Exhibit "J" on nepotism.
- B. As an initial matter, the CCRMA's nepotism policy shall comply with any and all requirements imposed by state law, and applicable state law is hereby incorporated by reference. Therefore, with respect to CCRMA's public officials, the CCRMA's baseline nepotism policy is governed by Chapter 573 of the Texas Gov't Code, which is hereby incorporated by reference.
- C. A public official may not appoint, confirm the appointment of, or vote for the appointment or confirmation of the appointment of an individual to a regular position that is to be directly or indirectly compensated from public funds or fees of office if:
  - 1. The individual is related to the public official within a degree described in the chart as a covered nepotism relationship by state law; or,
  - 2. The public official holds the appointment or confirmation authority as a member of a local board and the individual is related to another member of that board, within a degree described as a covered nepotism relationship by state law.
- D. As applied to the Board of Directors, the state law nepotism prohibitions apply to the following appointed positions under the CCRMA Charter, specifically:
  - 1. The appointment of municipal officers and other management personnel, specifically:
    - a) the Executive Director; and,
  - 2. The appointment of any boards, panels, committees recognized under the CCRMA By-laws and who would be directly or indirectly compensated from public funds or fees.
- E. As applied to appointed officers of the CCRMA who meets the definition of public official, the state law prohibitions on nepotism also applies to the appointed officers set forth above.

- F. In the event that two current CCRMA employees become related in a manner prohibited by this section, the two parties will be given a reasonable time for one or the other to secure another position, within the CCRMA in another department, or outside. For purposes of this policy, a reasonable time will not normally exceed two months. If the two parties cannot decide which of them will forfeit his or her job, the party with the least seniority may be terminated.

## **CHAPTER 12. APPOINTMENTS TO JOB POSITIONS**

- A. Appointments to job positions authorized under the budget shall be made by the Executive Director, and shall be based on merit, considering the requirements of the job, and the knowledge, skills, abilities, and training of the employee applicant.
- B. The Executive Director shall have authority, as part of the hiring process, to require clearance on background checks, physical, medical, and psychological examination, including a drug screening, in connection with any position to the fullest extent allowed by law.
- C. Each department head, elected or appointed, is responsible for the selection and tenure of his or her employees within budget and numerical limits set by the CCRMA. Personnel budgets and authorized numbers of positions are established by the CCRMA budget and salary schedules and amendments hereto, as approved by the CCRMA Board of Directors.

## **CHAPTER 13. RECRUITMENT AND SELECTION**

- A. Employee vacancies at the CCRMA are filled on the basis of merit, whether by promotion from within or by initial appointment. Selections of the persons best matched to fill the vacancies are made only on the basis of occupational qualifications and job related factors such as skill, knowledge, education, experience, and ability to perform the specific job.
- B. CCRMA maintains a job description, which established for each staff position the required knowledge, skills, and abilities and the acceptable levels of experience and training for the position. The job description sets for the minimum acceptable qualifications to fill the position. CCRMA will make a reasonable effort to accommodate job applicants and employees who have disabilities.
- C. CCRMA has four methods of recruiting and selection persons to fill vacancies. They are as follows:
  - 1. Promotion from within;
    - a. Vacancy shall be posted in-house for a minimum of five (5) working days
  - 2. Lateral transfer from within;
  - 3. Public announcements and competitive consideration of applications for employment; and
  - 4. Section from a valid current eligibility list.
- D. Promotions are changes in the duty assignment of an employee from a position in one classification to a position in another classification in a higher pay group. A promotion recognized advancement to a higher position requiring higher qualifications and involving greater responsibility. A promoted employee will receive a salary increase. Promotions are approved

by the department head within the staffing pattern and budget limits approved by the CCRMA. Upon promotion an employee is in evaluation period in the new position for a period of six months from the date of the written approval of the promotion, unless extended by the department head for an additional period of up to six (6) months.

- E. Lateral transfers are movements of an employee between positions in the same pay group. Lateral transfers may be made within the same department or among other departments of the CCRMA with the approval of the Department Heads
- F. CCRMA is an "AT WILL" equal employment opportunity employer and Public announcements of position openings with the CCRMA are disseminated by the Human Resources Department and the respective department head, in the manner most appropriate to the particular position being held. Each job posting shall be posted for a minimum of five (5) working days
- G. Each applicant for CCRMA employment must submit a written application and other pertinent information regarding training and experience. The department head shall make appropriate inquiries to verify experience, character, and suitability of any applicant.
- H. Employees of the CCRMA will be notified by the Human Resources Department of known vacancies in the organization for which applications will be accepted. Employees will be permitted to apply for positions for which they believe themselves to be qualified.
- I. An applicant is disqualified from employment by the CCRMA if he or she does not meet the minimum qualifications for performance of the duties of the position involved; knowingly has made a false statement on the application form; has committed fraud during the selection process; or is not legally permitted to hold the position.

#### **CHAPTER 14. PERFORMANCE EXPECTATIONS**

- A. It is also the policy of the CCRMA that all employees are expected to be qualified, ready, willing, and able to perform the job duties for the position that the employee holds.
- B. CCRMA management reserves the right to define the needs of the job positions, and employees are hired with an expectation that they can meet the needs of the position.
  - 1. When the needs of a position change, the employee will be provided with a reasonable amount of training and orientation to meet those needs.
  - 2. If an employee is unable or unwilling to satisfy the needs of a job position, that employee may be transferred to a different duty position if available or may be involuntarily separated from employment for non-disciplinary reasons.
- C. It is the policy of the CCRMA that all employees are expected to comply with the CCRMA's standards of behavior and performance, as set forth in this policy manual, or as otherwise required by supervisory personnel. Non-compliance with these standards may result in an adverse personnel decision, including termination of employment.

## **CHAPTER 15. PERFORMANCE EVALUATION**

- A. CCRMA management may provide a performance evaluation on a regular or on an as needed basis to give employees an opportunity to better understand the duties of their positions and to meet the standards of performance expected for the position.
- B. Formal performance evaluations shall be reduced to writing and a copy provided to the employee. Nothing in this Personnel Policy precludes the use of verbal evaluations.
- C. An employee who consistently demonstrates an inability or an unwillingness to perform assigned duties, and who in the opinion of the employee's supervisor, department head, and/or Executive Director as appropriate, remains unwilling or unable to perform the functions of the job position held, may be subject for the removal from the position held.

## **CHAPTER 16. PERSONNEL RECORDS**

- A. The CCRMA shall maintain a personnel file for each employee. An employee's personnel records belong to the CCRMA and not to the employee.
- B. An employee has the privilege of inspecting his or her official personnel file, upon written request made to the Executive Director or authorized personnel.
- C. Review and inspection of an employee's personnel file shall be under the supervision of the department head or authorized personnel.
- D. An employee must have on file a signed and executed Personnel Manual Acknowledgment Form and Code of Ethics Form, which may be obtained from the department head or authorized personnel. See Exhibit "A" and Exhibit "B" to this Manual.
- E. An employee must have on file a signed and executed Public Access Option Form, a copy of which is attached as an Exhibit "C" to this Manual. A copy may also be obtained from the department head or authorized personnel.
- F. An employee must also have on file a signed and executed Wage Deduction Form, a copy of which is attached as Exhibit "D" of this Manual. A copy may also be obtained from the department head or authorized personnel.
  - 1. Wage deductions for employee incurred obligations to the CCRMA may be deducted only after a notice of specific amounts owed have been presented to the employee and any disputes over the amounts owed have been resolved.
  - 2. The Executive Director has final authority to resolve any disputes over proposed wage deductions to be levied against an employee's paycheck.

## **CHAPTER 17. REQUIRED EMPLOYEE DATA**

- A. Each employee is responsible for maintaining current and updated contact information in their personnel file.
- B. The following categories of contact information must be kept current:
  - 1. Residence address, whether it be mailing or residential;
  - 2. Home or Personal phone number and or personal email account for the purpose of facilitating communications;



3. Changes in marital status or in number of dependents to the extent that such change impacts health insurance coverage and income tax withholding;
  4. Changes of beneficiary for life insurance and retirement benefits;
  5. Any certificates related to schooling or training, especially if it relates to the employee's job duties;
  6. Any changes in social security or driver's license numbers;
  7. A valid identification or driver's license;
  8. Any arrest for any offense other than a minor traffic offense such as parking or speeding.
- C. Employees should also fill out a form related to the exercise of their option regarding whether they want certain personal data contained in their personnel file to be excluded from disclosure in response to any request for information filed with the CCRMA under the Texas Public Information Act Request.
1. The appropriate form is attached as Exhibit "C" to this Manual. It should be filled out, signed, and turned in to the department head or authorized personnel.

## **CHAPTER 18. WORK-WEEK; WORK SCHEDULES; PAY PERIODS; AND PAY DATES**

- A. The CCRMA's basic work schedule shall coincide with the established hours of business, which generally runs from Monday through Friday, starting at 8:00 AM through 5:00 PM. Call center hours runs from Monday through Friday, starting at 8:00 AM through 6:00 PM and Saturday's starting at 9:00 AM through 1:00 PM with hours subject to change as the work demands.
- B. The CCRMA's basic workweek shall consist of a forty (40) hour workweek for full-time employees and a minimum of twenty (20) hour workweek for part-time employees.
- C. The CCRMA's official workweek for purposes of scheduling and establishing pay periods shall begin at 12 A.M each Friday morning and runs through 11:59 PM on the following Thursday evening.
- D. Depending on the purposes and function of each department, the CCRMA, acting through its management personnel (Executive Director and Department Heads), may establish work schedules that provide for CCRMA services outside of the usual business cycle on an as needed basis, but shall otherwise generally adhere to a forty-hour work period. Breaks and rest periods, if required by law, shall be established by the management personnel, or shall otherwise be established under the discretion of the Executive Director.
- E. The CCRMA's pay period shall be bi-weekly. The Executive Director has the authority to alter or change its pay periods at any time but would give advance notice of such a change before it would be implemented.
- F. The CCRMA's pay date shall generally be no later than 7 working days after the close of the pay period, but in no event later than 14 days after the close of the pay period. The CCRMA reserves the right to modify its pay period and the pay date if needed to improve its payroll system.
- G. CCRMA offices may be closed at any time during the regular workweek only by order of the CCRMA Board of Directors or the Executive Director for reasons such

as bad weather or training. Work time lost by employees due to official closings of office will be charged to “other time”.

## **CHAPTER 19. PAYROLL DEDUCTIONS**

- A. Deductions will be made from each employee’s pay for the following:
- Federal Income Taxes;
  - Social Security;
  - Medicare; and
  - Employee’s contribution to the CCRMA and District Retirement System.
- B. In accordance with policies and general procedures approved by the CCRMA Board of Directors deductions from an employee’s pay may be authorized by the employee for. See Exhibit “D”:
- Deferred Compensation;
  - Group Health/Medical Insurance for dependents;
  - United Way Contributions; or
  - Supplemental policies as authorized by the CCRMA.

## **CHAPTER 20. SAFE HARBOR POLICY**

- A. It is the policy of CCRMA to accurately compensate employees and to do so in accordance with all applicable state and federal laws. To ensure that you are paid properly for all time worked and that no improper deductions are made, you must record correctly all work time and review your paychecks promptly to identify and report all errors. You also must not engage in off-the-clock or unrecorded work.
- B. The CCRMA strictly prohibits improper payroll deductions. If you believe that an improper deduction has occurred, you should report this concern to the CCRMA immediately for prompt investigation. Upon review, if it is determined that an improper deduction has occurred, then the CCRMA will promptly reimburse you in full and take reasonable measures to ensure future compliance in accordance with the Fair Labor Standards Act.

## **CHAPTER 21. NATURAL DISASTERS AND EMERGENCIES**

- A. Employees of CCRMA may be required to work during any natural disaster or emergency. These emergencies may require separation from family members for extended periods and each employee is encouraged to provide for his or her family accordingly. Refusal to work during such emergencies may result in disciplinary action, up to and including termination. This is a formal condition of employment with CCRMA. The determination to which positions or natural disaster and the designation of personnel who shall be

required to work during such emergencies shall be made by each department head or the Executive Director.

## **CHAPTER 22. OVERTIME, COMPENSATORY TIME AND FAIR LABOR STANDARDS ACT (FLSA) COMPLIANCE**

- A. Under certain prescribed conditions, employees of State or local government agencies may receive compensatory time off, at a rate of not less than one and one-half hours for each overtime hour worked, instead of cash overtime pay. Employees generally may accrue up to 240 hours. Employees are encouraged to work closely with their Supervisor in order to use compensatory time within two weeks of earning it. An employee shall be permitted to use compensatory time on the date requested, unless doing so would unduly disrupt the operations of the CCRMA.
- B. For purposes of determining the CCRMA's obligations to pay overtime rates as per federal law, all employees are classified as either "exempt" or "non-exempt" in accordance with the guidelines established by federal law.
- C. "Exempt" employees are those who are not subject to the overtime provisions of the FLSA. An Exempt employee generally includes employees that can make or influence management decisions, including employment related decisions, and regularly supervises other employees. This determination is made by the CCRMA and is based, in general, on certain tests such as the Executive Exemption, Administrative Exemption, and Professional Exemption tests.
- D. "Non-exempt" employees are those employees who are covered by the overtime provisions of the FLSA that is, employees who under this federal law are entitled to earn overtime pay under criteria set by federal law. A Non-exempt employee may include an employee who is paid a salary.
- E. To be classified as Exempt or Non-exempt employee certain tests must be met.
- F. It is the responsibility of the Executive Director to determine which employees are FLSA exempt or non-exempt.
- G. Non-exempt employees shall be entitled to receive overtime pay at the rate of time and one-half the regular rate of pay for productive hours worked in excess of forty (40) hours within a given workweek.
- H. For purposes of calculating overtime pay obligations, if any, the CCRMA's workweek shall begin at midnight each Friday morning and run through 11:59 PM on the following Thursday evening.
- I. Paid time off in the form of holidays, vacation time and personal time will be counted as time worked for purposes of determining whether overtime compensation is due. Sick leave, jury duty, military leave, and other absences from productive work will not be counted as time worked for purpose of determining whether overtime compensation is due under FLSA, unless federal law requires otherwise. Except as provided in Chapter 20, Section D.
- J. The CCRMA currently utilizes compensatory time as a way of discharging overtime pay obligations, the Executive Director is the final authority regarding comp time. Compensatory time is paid at the rate of time and one-half and it is to be used by the end of the Fiscal Year in which it was earned.
- K. Any overtime hours worked by non-exempt employees must be approved by the employee's department head. Not-approved overtime work shall be compensated,

as required by law, but may serve as grounds for discipline action, as allowed by law, for failure to abide by this overtime approval requirement.

- L. Non-exempt employees may accrue up to a total of 40 hours compensatory time in a Fiscal Year. After this point, further compensatory time accruals will cease, and overtime payment of one and one-half times the employee's base rate of pay will be made for any hours worked in excess of 40 in a work week.
- M. A non-exempt employee who may occasionally need to take excused time off during work week may, at the supervisors' discretion allows non-exempt employee to use accrued eligible comp time to "make-up" the amount of excused time off. Make-up time will only be permitted within in same pay period and make-up time must be spent on legitimate, work-related activities that have been approved by the Supervisor.

#### **CHAPTER 23. TIME-KEEPING AND PAYROLL RECORDS**

- A. All non-exempt employees are required to accurately and timely record their hours of work for payroll purposes. This must include any hours that would qualify for authorized overtime pay or compensatory time.
- B. Time records are official government records that involve the expenditure of public funds. Therefore, they must be maintained accurately and truthfully. Improper or illegal alteration or mutilation of CCRMA personnel records can lead to disciplinary action up to and including termination, and/or criminal liability exposure.
- C. All employees will be paid via direct deposit. Therefore, all employees must have direct deposit authorization on file with the CCRMA's payroll department. It is the responsibility of each employee to notify the CCRMA Human Resources Department of any changes to their banking information. Changes not received in a timely manner will result in a paper check after confirmation of returned electronic funds by the Human Resources Department. This may take three to five business days resulting in a delayed payroll check. Employees will be allowed no more than three (3) financial institution changes per year.

#### **CHAPTER 24. SALARY, WAGES, BENEFITS AND DEDUCTIONS**

- A. Each year the CCRMA Board of Directors under statutory budgetary procedures, decides the number of regular and temporary positions allowed to each department and the salary range of each. Requests for additional positions or changes in position salary and granted at budget time must be submitted to and approved by the CCRMA Board of Director.
- B. The Board of Directors will be responsible for the applicable salary, wages, and benefits of the Executive Director.
- C. The determination of applicable salary, wages, and benefits for all employees shall be made by the Executive Director.
- D. Similarly, the final determination of the staffing levels and/or number of positions to be authorized shall be made by the Executive Director as part of its authority to manage the CCRMA's fiscal budget.
- E. The Executive Director, shall determine the form and nature of the compensation package for authorized positions, including but not limited to categories of pay such as salary, wages, seniority pay, education pay, certification pay, and any and all other categories of pay that the Executive Director authorizes by separate action.



- F. The Executive Director shall determine the form and nature of the benefits package for CCRMA employees, including but not limited to health insurance, workers' compensation insurance, various categories of paid time off such as holidays, vacation days, sick leave, retirement, and other such benefits that may be authorized by separate Executive Directors action.
- G. The terms, conditions, and details of the foregoing pay, and benefits package shall be set by separate action as may be taken from time to time by the Executive Director.
- H. Voluntary deductions authorized by the employee may include payments for health insurance premiums, credit union, personal insurance premiums, etc. Details for voluntary deductions should be requested from the department head or the authorized personnel.
- I. Upon termination from CCRMA employment, employees who have completed the initial six-month evaluation period will be paid for earned and unused vacation leave up to the limit of their maximum allowable accumulation based upon length of employment, and for earned and unused compensatory time up to the maximum allowable accumulation based upon job classification Law Enforcement or non-Law Enforcement. Payment for vacation time and compensatory time will be included in the employee's final paycheck and will be calculated in the following manner:
  - The total work time, allowable vacation leave time (as if worked), and compensatory time will be laid out on the calendar. If the result covers a full pay period or periods, the employee will be paid the full pay period(s) amount. If the result required payment for less than a full pay period, the employee will be paid a prorated share of the full pay for the period. Partial pay periods will be paid on an hourly basis based on the number of work hours in the year.

## **CHAPTER 25. SUMMARY OF BENEFITS**

- A. Medical Benefits:
  - 1. CCRMA provides group health insurance coverage for regular employees who work more than thirty (30) hours per week. Premiums for employees are paid in full by the CCRMA. Group coverage will commence the 1st of the month following a thirty (30) day grace period after the date of employment. An eligible employee may add dependent coverage for his or her family members to any such plan at his or her expense. This coverage will become effective in accordance with the group policy provisions. All premiums for dependent or family coverage shall be deducted and remitted to the insurance company on a prepaid basis.
  - 2. HIPAA, Health Insurance Portability and Accountability Act of 1996, puts a limit on pre-existing condition exclusions in-group health plans and gives new enrollees credit for prior coverage. In addition to these "portability" requirements, the law also makes it illegal to use health status a reason for denying coverage, guarantees group coverage for employers with 50 or fewer employees, and guarantees renew ability of group health plans.
  - 3. COBRA, Consolidated Omnibus Budget Reconciliation Act, we enacted to ensure that employees and their dependents do not lose their health insurance when workers lose their jobs. COBRA requires group health

insurance policies to permit group members to continue their insurance when they leave the group temporary and are intended as a stopgap until insurance can be obtained from another source, such as a new employer. Under both state and federal laws, continuation requires the insured to pay the full premium (including former employers share), but the insured does get the advantage of the cheaper rate. (HIPAA and COBRA complement each other).

**B. Retirement:**

1. CCRMA participates in the Texas County and District Retirement System. The CCRMA contributes an amount equal to seven percent of the employee's pay to the retirement fund to match dollar per dollar contribution that the employee makes. Mandatory participation in the Retirement plan is required by state law for regular employees who work more than nine hundred (900) hours a year. Regular retirement benefits and disability retirement benefits are available to retirement system members. A terminated employee who has less than four (4) years of service with the CCRMA may leave his or her deposits in the System for a period of five (5) years from the date of last deposit, thus retaining membership and all related credited service on deposits at the end of each year during the period. However, if at the end of the five (5) year period of inactivity the inactive member has not resumed participation with the system, membership will terminate, and all previously earned credited service will be forfeited. No further interest will be earned on deposits.
2. A terminated employee who has earned at least for (4) years (but less than ten years) of credited service may leave his or her deposits in the system of as long as desired, thereby retaining membership and all related credited service as well as the right to receive interest on the balance of deposits at the end of each year. However, additional credited service with the system or one of the other statewide systems must be earned to satisfy the length of service requirement of service retirement.
3. Withdrawal of deposits in the event of death. Every employee who becomes a beneficiary at the time of application for membership. The member should review the designation from time to time and change the designation if necessary. In the event of the member's death, the beneficiary will receive all of the member's deposits with interest provided the member was not eligible for deferred service retirement benefits, in which case the beneficiary may receive a monthly income for a specific number of years or for life. If the deceased member was not eligible for deferred service retirement and had not designated a beneficiary, the member's deposits and interest earnings are payable the member's estate.

**C. Unemployment Benefits:**

1. All employees of the CCRMA are covered under the Texas Unemployment Compensation Insurance Program and the CCRMA pays the tax.

**CHAPTER 26. PAID TIME OFF: GENERAL RULES**

- A. Paid time off is defined as accrued time, such as sick leave or vacation time, during which an employee is paid his or her regular salary but is not required to be at work. Paid time off is a benefit provided by the CCRMA as part of its compensation package to all full-time employees.

- B. Workers' compensation injury leave is not treated as paid time off and qualifies as its own category of leave. Employees who are on workers' comp injury leave are treated as being on unpaid leave.
- C. Employees who are using paid time off shall continue to accrue benefits, such as sick leave and vacation time, as if they were at work.
- D. Employees absent from work without pay for a period greater than fifteen (15) workdays shall not accrue additional paid time off, except as otherwise provided in this policy or as authorized by the Executive Director in exceptional circumstances.

#### **CHAPTER 27. PAID TIME OFF: HOLIDAYS**

- A. The CCRMA Board of Directors shall establish and authorize a set number of recognized holidays each fiscal year as a part of its budget review and budget adoption obligations.
  - 1. The following days are generally observed as paid holidays for regular CCRMA employees:
    - New Year's Eve and New Year's Day
    - Rev. Dr. Martin Luther King, Jr. Day
    - President's Day
    - Good Friday
    - Memorial Day
    - Independence Day
    - Labor Day
    - Veteran's Day
    - Thanksgiving and the day after
    - Christmas Day and the day before or the day after
- B. Holiday pay, consisting of one eight (8) hour shift per holiday, shall be paid at the qualifying employee's regular rate of pay in the payroll period following the holiday in question, regardless of whether the employee in fact works on the recognized holiday.
  - 1. Note that holiday pay hours count as "time worked" for purposes of calculation of the CCRMA's FLSA overtime obligations, if any.
- C. FLSA non-exempt employees who actually work on a holiday specified above shall, *in addition to their holiday pay*, be compensated at one and a one-half (1.5) times that employee's regular rate of pay for hours actually worked during a recognized holiday period.
  - 1. The intention behind this provision is to provide a premium holiday pay to those employees *who in fact work during a holiday period*; and who are not able to take the holiday off from work.
  - 2. For purposes of applying this premium holiday pay provision, a holiday period shall run from midnight to midnight on the date of the actual or the recognized holiday.

3. If an approved holiday falls on a Saturday, the previous Friday shall be observed as the holiday period. If an approved holiday falls on a Sunday, the next Monday shall be considered to be the holiday period.
  4. In addition, any workday designated as an observed holiday by the CCRMA, shall be treated as a holiday period.
  5. In the event that a CCRMA scheduled holiday occurs during the employee's scheduled vacation or personal time, the employee will be paid for the holiday, and vacation or personal time will not be charged for that day.
- D. An employee who utilizes sick leave on a working day prior to and/or following a recognized holiday shall automatically forfeit holiday pay unless the utilization of sick leave is corroborated or excused by a health care provider.
1. Forfeiture of holiday pay under this provision may be appealed to the Executive Director, whose decision on the issue shall be final.
- E. The Executive Director retains the right to make modifications and adjustments to recognized holidays and related compensation at any time.

## **CHAPTER 28. PAID TIME OFF: VACATION TIME**

- A. Full-time employees accrue vacation time based on the number of years of full-time employment with the CCRMA using date of hire (DOH). Only regular full-time employees accrue vacation time. All other categories of employees do not accrue vacation time.
- B. Accrual of vacation time will accrue on a bi-weekly basis in accordance with pay period and the following accrual schedule:

<b>Years of Service</b>	<b>Accrual Rate/Pay Period</b>	<b>Annual Accrual</b>	<b>Maximum Carryover</b>
<b>0 - 4 years</b>	3.08 hours	80 hours	40 hours
<b>5 - 9 years</b>	4.62 hours	120 hours	40 hours
<b>10+ years</b>	6.16 hours	160 hours	40 hours

- C. A newly hired or newly rehired employee who is on probationary status, shall accrue vacation time from the last DOH, but may not use accrued vacation time for a period of 180 days from DOH. The Executive Director reserves the right to make modifications and adjustments to the mentioned rule.
1. This restriction does not apply to intra- or inter-transfer employees who are on a probationary status.
- D. An employee shall not accumulate more than the annual accrual of vacation time as set above and may, with the Executive Director's written approval, carryover 40 hours of the unused vacation into the next fiscal year on a grace period.
1. In the event an employee is unable to take vacation prior to the end of the fiscal year due to Department needs, the employee may be entitled to a grace period of 3 months of the next fiscal year to take vacation.



2. Provided, however, that employees, who upon the adoption of this Personnel Manual, have already accumulated vacation time in excess of the maximum accumulated time specified above, shall not lose that accumulated time, but no additional time shall accrue unless and until the vacation time account falls below the maximum amount stated above.
- E. Requests to use or apply vacation time shall be documented in writing. Vacation time will be administered as follows:
1. Vacation time may be used and shall be charged in one (1) hour increments for all employees.
  2. Department heads are authorized to schedule and to approve vacation time giving due consideration to the staffing needs of the CCRMA and the interest of the employees in utilizing their vacation time.
  3. Employees on vacation time are subject to be recalled to duty if in the discretion of CCRMA management, the staffing needs of the CCRMA warrant such a recall.
- F. Employees are encouraged to schedule and use accrued vacation time. Except as otherwise provided in this Manual, employees shall be paid their accrued vacation time upon separation from employment, subject to the accrual cap specified above.

## **CHAPTER 29. PAID TIME OFF: SICK LEAVE**

- A. It is the policy of the CCRMA to grant sick leave with pay to eligible employees for the purpose of a bona fide illness of the employee.
1. Use of sick leave for unauthorized purposes will be considered an abuse of sick leave and can subject an employee to disciplinary action up to and including termination.
- B. Sick leave will begin accruing on the DOH for eligible employees at the rate of 4 hours per pay period. Sick leave is cumulative up to sixty days (480 hours).
1. For purpose of transitioning into this policy, existing sick leave accrual amounts at the time of adoption of this Manual shall be maintained.
- C. During the time that a newly hired, or newly rehired employee is on probationary status, that employee shall accrue, but shall not be entitled to utilize, any sick leave accruals for a period of 180 days from the DOH. A probationary employee who is out because of illness will be treated as being on leave without pay.
1. This restriction does not apply to inter- or intra-transfer employees who may be on a probationary status.
- D. Sick leave utilization for all eligible employees shall be charged in increments of .25-hours.
1. The Executive Director is authorized to modify the increments charged (up or down) if such is necessary as a matter of administrative discretion.
- E. An employee must notify their Department Head or immediate supervisor in writing upon learning that sick leave will be used. An employee is expected to provide as much advance notice as possible to allow the CCRMA to make other staffing arrangements. Failure to do so is grounds for disciplinary action up to and including termination.

1. In this regard, a department head may impose additional written notification requirements peculiar to the needs of that Department.
- F. An employee on sick leave who uses up all accrued sick leave benefits may request vacation leave and/or family and medical leave without pay, if applicable.
- G. CCRMA management may request and obtain verification of the circumstances surrounding use of sick leave from the employee at any time that sick leave is used, including but not limited to the requiring a presentation of a note from a recognized health care provider in connection with the utilization of sick leave time.
- H. An employee returning to work after taking sick leave in excess of two (2) workdays must submit a statement signed by a health care provider corroborating the legitimate utilization of sick leave by the employee. The Executive Director may waive this requirement if such waiver is justified under the circumstances.
- I. An employee who utilizes sick leave on a working day immediately prior to and/or following a recognized holiday shall automatically forfeit holiday pay as well as pay for the other day or days missed unless the utilization of sick leave is corroborated or excused by a health care provider. The Executive Director shall have a final decision over whether this forfeiture provision has been properly applied.

#### **CHAPTER 30. PAID TIME OFF: PERSONAL LEAVE**

- A. Full-time employees will receive three (3) personal days each calendar year, which can be used in increments of (1) hours at a time. Personal days can be used to leisure/vacation time, personal business, children's school activities, parent-teacher conferences, household/domestic emergencies, etc. Subject to the approval of the Head of the Department. During the first year of employment, the number of personal days granted will be pro-rated, based on date of hire.
- B. All personal days are to be used in the calendar year in which they are granted. Any remaining personal days will not be rolled over to the following calendar year.

#### **CHAPTER 31. SICK LEAVE PAY-OUT**

- A. As a general rule, accrued sick leave shall not be paid out upon separation from employment, regardless of the reason for separation, except for the circumstances allowed below.
- B. Accrued sick leave may be paid out in accordance with the following conditions, if approved by the Executive Director:
  1. If an employee retires from the CCRMA in good standing, and the employee upon retiring has worked the last ten (10) years consecutively with the CCRMA, then that employee will be paid for accrued sick leave in the amount of up to 480 hours of accrued sick leave.
  2. In the event a CCRMA employee is killed or otherwise dies in the line of active duty, and the deceased employee has accrued sick leave at the time of death, the CCRMA may pay out to the deceased employee's estate or duly designated beneficiary on record with the CCRMA, up to 480 hours of accrued sick leave, provided, however, that:
    - a) The employee was in good standing at the time of death,
    - b) The pay out of accrued sick leave under this provision must be presented to and affirmatively confirmed by the Executive Director as a line of duty death.

- C. Any sick leave pay-out shall be at the rate of pay being earned at the time of retirement or of death as provided for in this Chapter.

## **CHAPTER 32. VACATION/SICK LEAVE DONATION**

- A. The CCRMA shall allow its employees the ability to donate accrued annual leave time for the benefit of another employee as sick leave as specified in this policy, if the receiving employee's leave balances have been exhausted.
- B. To qualify for a donation, the employee receiving a donation must meet the following criteria;
  - 1. Must have exhausted all paid time off accrual accounts;
  - 2. Must otherwise be in good standing with the CCRMA;
  - 3. Must have a reasonable probability of returning to work on a full-time status;
  - 4. Must be under a substantial hardship caused by the sick leave or disability leave status.
- C. To qualify as a donor, the employee willing to give a donation must meet the following criteria:
  - 1. Must be on active work status;
  - 2. Must have a minimum of forty accrued sick leave hours;
  - 3. Must sign a form permanently donating vacation/sick leave to a specific employee. See Exhibit "E".
- D. Vacation time to sick leave donations may be implemented by a written request of a donating employee to the Executive Director, specifying the identity of the employee to receive the leave, the amount of vacation time to be donated and the reasons for the donation.
- E. Whether vacation time to sick leave donation will be allowed, and the extent to which it is allowed in any particular case, shall fall within the sole and exclusive discretion of the Executive Director.
- F. Generally, donations shall be in increments of no less than eight (8) hours, but the Executive Director may set a different standard by administrative directive.
- G. Donated leave may not be taken back or otherwise returned to the donating employee. Donated leave, once donated, cannot be rescinded or taken back.
- H. Donated leave will be paid based on the hourly rate of the person who receives the donated hours, not at the rate of the donating employee.
- I. The Executive Director shall approve and sign the appropriate form for implementation of this benefit.

## **CHAPTER 33. PAID TIME OFF: BEREAVEMENT LEAVE**

- A. A full-time employee, who is no longer on probation as a newly hired or rehired employee, may be allowed up to 24 hours of bereavement leave within any given fiscal year in connection with the death of a member of the employee's immediate family and 24 hours of bereavement leave for the death of a member of the employee's extended family. This benefit applies only to full-time employees.

- B. “Immediate family” for purposes of bereavement leave under this Chapter is defined as spouse, son, daughter, parents, grandparents, brother, sister, parents-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandson or granddaughter, great grandparents, and great grandchildren. “Extended family” for purposes of bereavement leave is defined as uncles, aunts, nephews and nieces, first cousins and anyone blood relative who actually resides in the household of the employee and who was dependent on the employee for support.
- C. Bereavement leave for purposes of this benefit shall include travel time and from, and attendance of, funeral services, funeral rites, and any religious services or rites or gatherings associated with the death of an immediate family member.
- D. Bereavement leave shall not extend to the care of a sick or disabled family member, nor shall it apply to generalized grief over the death of a family member. In such circumstances, other types of leave may be considered.
- E. Unused bereavement leave shall not be carried over from year to year and shall be automatically extinguished at the end of the fiscal year, but a fresh 40- hour period shall accrue at the beginning of each fiscal year for each full-time employee.
- F. If additional leave time off is required in connection with the death of an immediate family member, the employee may be allowed to apply accrued vacation leave or, if approved, leave without pay. Under no circumstances shall sick leave be allowed for bereavement leave purposes.

#### **CHAPTER 34. WORKERS’ COMPENSATION INJURY LEAVE**

- A. The CCRMA is a subscriber under the Workers’ Compensation Act. As such, the full benefits of the workers’ compensation laws apply to CCRMA employees.
  - 1. The CCRMA pays the entire amount of workers’ compensation insurance premium that provides medical, rehabilitation, and wage-replacement benefits to employees who sustain work-related injuries or illnesses that arise out of and are in the course of employment. Ordinary diseases of life are not covered unless such disease follows as a consequence of occupational disease. The injury or disability must be clearly work-related.
- B. The CCRMA is committed to an anti-retaliation policy to protect employees who properly invoke the provisions of the workers’ compensation laws. The CCRMA does not discriminate or retaliate against employees who have filed legitimate workers’ compensation claims. Supervisors do not take or threaten any action to compel or persuade employees to not file a workers’ compensation claim. Filing a fraudulent workers’ compensation claim or engaging in fraudulent representations with respect to workers’ compensation claims or benefits are serious offenses. Employees found to have engaged in fraudulent activities are subject to disciplinary action, up to and including termination of employment. Employees who file fraudulent claims may also be criminally prosecuted.
- C. Employees who are on workers’ comp injury leave shall receive the benefits provided for by law and that employee shall continue to hold a budgeted position with the CCRMA; provided, however, that such leave will be treated as unpaid leave.



1. An employee on workers' comp leave shall not accrue sick or vacation leave during the period that the employee is on workers' comp leave.
  2. An employee on workers' comp leave shall have the usual payments and deductions for insurances allowable to active employees, subject to appropriate deductions.
- D. Employees on workers' comp leave shall be entitled to receive full salary continuation by utilization of accrued paid leave, and will be utilized in the following order:
- a. compensatory time;
  - b. sick leave;
  - c. vacation time.
1. To implement this provision, workers' compensation checks must first be delivered or signed over to the CCRMA.
  2. An employee who exhausts all paid time off benefits shall receive only those benefits provided under workers' compensation plan.
- E. When an employee is out of work due to an injury while on the job, that employee may utilize his or her sick leave for the amount of time they are out of work (no more than 7 calendar days) for salary continuation purposes. If the employee is out of work for less than seven calendar days, their sick leave is not adjusted. If the employee is out of work more than seven calendar days, 70% of their sick leave will be returned to them and workers compensation insurance will compensate them up to 70%.
- F. An employee who is on workers' comp injury leave for a period of 180 calendar days (about six months) and who is unable within this period of time to return to work and perform the core duties of their position, will be separated from that employee's position of employment as a non-disciplinary separation.
- G. The 180-calendar day's period will not be treated as being broken if management determines that efforts to return to work are not made in good faith or appear to be for the purpose of re-triggering or otherwise circumventing the time period contained in this provision.
1. In other words, insubstantial appearances at work during the stated period that are determined by CCRMA management personnel to be made for the purpose of breaking the continuity of the period and side-stepping the purpose of this rule, shall not qualify as a break in the stated period.
- H. When a work-related injury or illness occurs, it is essential that prompt medical treatment be provided. Unless it is an emergency requiring immediate treatment, do not seek aid without first informing the CCRMA's Executive Director and using authorized medical providers. If it is an emergency, seek initial treatment at the nearest hospital emergency room or medical clinic. Then, notify the CCRMA's Executive Director.
- I. Stipulations relating to benefits payable and compensation related to work-related injuries include:
1. A reduction in compensation and death benefits where injury is caused by the willful failure of the employee to obey established safety rules and/or use employer provided safety equipment.

2. A reduction in compensation and death benefits if the injury was sustained in conjunction with the use of alcohol and/or non-prescribed controlled or illegal drugs. A total forfeiture of benefits or compensation otherwise payable for death or disability will apply if it is determined that the use of alcohol and/or non-prescribed controlled or illegal drugs is the proximate cause of the injury that is in violation of the CCRMA's rule or policy.
3. Forfeiture of benefits or compensation otherwise payable for injuries sustained while participating in a voluntary recreational activity.
4. No compensation shall be allowed for heart attack or stroke resulting in injury or death due to stress or exertion at work, including mental injury, unless evidence identifies such stress or exertion as being unusual in comparison to pressures and tensions experienced by the average employee in that employment.

#### **CHAPTER 35. FAMILY AND MEDICAL LEAVE ACT (FMLA)**

- A. The CCRMA is committed to the implementation of the Family Medical Leave Act ("FMLA") to the fullest extent required by law.
- B. Invocation of FMLA should be done in accordance with procedures outlined in this Personnel Manual.
- C. In order to be eligible to take family or medical leave, an employee must be employed by the CCRMA by at least twelve (12) months and must have worked at least 1,250 hours in the immediate past year before the date of the requested leave. The CCRMA's eligible employees are entitled to all leave, paid or unpaid, required by the Family and Medical Leave Act. FMLA leave shall qualify only under the following reasons, as defined by FMLA:
  1. To care for your child after birth, or placement for adoption or foster care;
  2. To care for your spouse, child, or parent, who has a serious health condition; or
  3. For a serious health condition that makes an employee unable to perform his or her job.
  4. Because of a qualifying exigency, as defined by the Secretary of the Department of Labor, arising out of the fact that a spouse, child, or parent is on active duty or called to active duty for the National Guard or Reserves.
  5. Because the employee is a spouse, child, parent, or next of kin of a covered service member with a serious injury or illness.
- D. FMLA leave for the birth, adoption, or placement of a child must be used within one year of the date of birth or placement.
- E. Qualifying FMLA leave will be paid leave if the employee has accrued paid time off, such as sick leave, vacation time, or compensatory time.
- F. Paid leave will be used concurrently with qualifying FMLA leave, and will be utilized in the following order:
  1. compensatory time;
  2. sick leave;

3. vacation time.
- G. FMLA leave shall also run concurrently with workers' comp injury leave, if the conditions for FMLA leave eligibility are met.
- H. If the accrued paid leave is not sufficient to cover the qualifying FMLA leave absence, the employee will go on unpaid leave status until the FMLA period is satisfied.
- I. Employees wishing to take FMLA leave must submit an Application for FMLA leave to their department head as soon as possible prior to taking FMLA leave. If submission prior to taking leave it is not possible, the Application must be submitted as soon as possible after commencement of FMLA leave. Applications are available from your department head or from the authorized personnel.
- J. The CCRMA requires medical certification to support a request for leave due to a serious health condition and may require additional medical opinions at the CCRMA's expense. If an employee fails to provide the required notice and medical certification, the CCRMA may deny the request for FMLA leave. An employee may also be required to furnish periodic reports on his or her status while on FMLA leave and of his or her intent to return to work.
- K. When in the opinion of an employee's department head, an employee's health is in such condition as to prevent the employee from performing assigned duties or as to present a significant health risk to other persons with whom the employee has contact in the course of the employee's job performance, an employee may, under the appropriate circumstances, be required to take FMLA leave. Such leave may be paid or unpaid, depending on the circumstances.
- L. The CCRMA will maintain the employee's health insurance coverage under the CCRMA's Group health plan while an employee is on FMLA leave on the same terms and conditions as for active employees.
- If deductions are being made from an employee's paycheck for health insurance for insured persons other than the employee, it is the Employee's responsibility to make arrangements to see that the premium payments continue to be made while the employee is on unpaid FMLA leave.
- M. When an employee returns to work from a FMLA leave status attributable to their own qualifying health condition, he or she must present a Fitness for Duty Report from a health care provider to the department head or to the authorized personnel. The employee will then be restored to the employee's former employment status to the extent required by the FMLA.
- N. An employee who is unable or unwilling to return to work after FMLA leave is completed or to present a fitness for duty report is subject to discipline and/or non-disciplinary suspension or separation, as the circumstances require.

#### **CHAPTER 36. TEMPORARY DISABILITY POLICY**

- A. An employee who suffers a temporary impairment that precludes the employee from performing the essential functions of the job held may request a temporary alternate duty assignment within the department.
- B. The department will consider such a request subject to position availability and provided that the temporary impairment is verified and documented by an appropriate health care provider.
- C. Specific Definitions:

1. For purposes of this Article, a “temporary impairment” may be caused by a temporary physical condition, an injury, a maternity status, or any other physical condition that is temporary in nature and which precludes the employee from performing the essential functions of the position held.
2. For purposes of this Article, an “alternative duty assignment” is a temporary, non-operational position within the department.
3. For purposes of this Article, “position availability” refers to positions which are already open at the time a formal request for an alternative duty assignment is made.

**D. Procedural Handling:**

1. If the employee is able to perform the essential functions of the position, but nonetheless desires a reasonable accommodation as to non-essential functions, the department will engage in an interactive process with the employee to explore what reasonable accommodation, if any, can be made.
2. If an alternative duty assignment is not available, the Executive Director is authorized to offer a different job position, if one is available, that does not exceed the documented temporary medical restrictions; provided, however, that if the alternate job assignment is accepted, it would be at the pay scale applicable to that position and not necessarily that of the position held. The employee is not obligated to accept any such offer but may do so to avoid using up accrued paid time off leave balances. Alternative duty assignments shall not last longer than 180 days.
3. If the employee’s temporary impairment cannot be accommodated in any of the foregoing scenarios, then the employee must take a leave status instead, utilize any available paid time off leave benefits that the employee may have or is otherwise entitled to by law.
4. Nothing in this Chapter precludes or prevents the department head from adopting local procedures to implement this policy so long as any local procedure is not in conflict with this Chapter.

## **CHAPTER 37. JURY DUTY, COURT PROCEEDINGS, AND VOTING LEAVE**

- A. All jury duty must be verified by appropriate documentation. Employees who are placed under compulsory jury duty before any court of law will be excused from work with pay, subject to the following conditions:
  1. Employees are responsible for keeping their supervisor advised of the anticipated length of jury duty once known so that staffing needs of the CCRMA can be satisfied.
  2. Employees who serve on a jury during regular working hours must immediately report to their supervisor when excused or released by the court from jury duty.
  3. If an employee does not report to work when excused or released by the court, the employee may not be paid for unexcused time off and may be subject to disciplinary action for failure to report to work.
- B. Any fees tendered to the employee by the Court for jury duty do not need to be signed over to the CCRMA in lieu of payment of salary and benefits.



- C. Employees subjected to court ordered subpoenas during working hours must notify supervisors of the subpoena and make arrangements with their supervisors to comply with the subpoena.
  - 1. Supervisors shall determine whether to allow work time or other time off (paid or unpaid, but not sick leave) to comply with the subpoena.
- D. In situations where an employee is involved in their own personal legal proceeding, that employee must request and receive leave from work and must either use accrued vacation time, personal time or go on an unpaid leave status.
- E. The CCRMA encourages all employees to vote in any election or referendum. Employees shall receive up to two (2) paid hours leave to vote provided that such employees first provide a valid voter's registration card. The Executive Director, or his designee, shall determine when such employees vote during the workday if such determination is necessary to avoid an interruption in the CCRMA's operations.

#### **CHAPTER 38. MILITARY LEAVE**

- A. In compliance with the Uniformed Services Employment and Reemployment Rights Act ("USERRA"), the CCRMA grants military leaves of absence to employees who enter or are called to active duty with the armed forces of the United States or the Texas National Guard or any other category designated by the President in time of war or emergency as well as those who are called for training, absent for an exam to determine fitness for duty, or funeral honors duty.
- B. Employees, who enlist, are inducted, or recalled to active military duty, shall provide to the department head deployment orders or official notification. In order to preserve their reemployment rights, employees should notify the CCRMA of their military obligations as soon as possible before leaving or, if this is not possible, as soon as practicable.
- C. Employees on active military leave shall go on an unpaid leave status. Paid time off accruals, such as sick and vacation time shall continue to accrue so long as the active duty status is less than ninety (90) calendar days and stop if active duty is more than ninety (90) days.
- D. Paid time off accruals shall be abated if it appears that an employee will be on an active duty status greater than ninety (90) days. Health and insurance benefits shall continue to be provided, except that an employee must make arrangement to pay for those portions of benefits for which the employee is responsible through deductions.
- E. Employees returning from military leave will be entitled to such employment status and such benefits of their employment as required by state or federal law.
- F. The Executive Director is authorized to make such other adjustments and accommodations as are required by law for military personnel.

#### **CHAPTER 39. ADMINISTRATIVE LEAVE; PAID OR UNPAID**

- A. In addition to the foregoing types of leave, the Executive Director may place an employee on administrative leave at their supervisory discretion when circumstances call for such a measure.
- B. Administrative leave may be paid, or unpaid, but paid leave under this provision shall generally be allowed only when further investigation into a contested matter is required before appropriate personnel action can be determined.

1. Discretionary administrative leave with pay under this Chapter may not exceed fifteen (15) calendar days.
  2. The Executive Director may authorize an additional leave without pay status for a maximum period of thirty (30) calendar days.
- C. The approval of a leave of absence is strictly discretionary and no employee is entitled to any such leave of absence. An employee who exhausts all accrued paid time off (other than sick leave) and who exhausts discretionary leave authorized under this Chapter is presumably not able to fulfill the functions of the position held and may be separated from employment for non-disciplinary reasons.

#### **CHAPTER 40. TRAVEL AND EXPENSE POLICY**

- A. CCRMA employees who are asked or required to travel in connection with the performance of their job-related duties or on behalf of the CCRMA may request reimbursement for expenditures associated with such travel.
1. All travel must be approved by Department Head prior to any arrangements being made.
  2. Requests for reimbursement shall be reviewed by the Executive Director.
- B. A schedule of payment for travel related expenses, including payment of any per diem amounts, shall be established by the Executive Director, subject to and approval by the Board of Directors. This schedule shall be updated as needed and reconfirmed by the Board of Directors to be effective.

#### **CHAPTER 41. DRESS CODE OBLIGATIONS**

- A. Employees are required to be appropriately attired for the performance of their duties. This includes not only appropriate dress, but appropriate personnel hygiene. See Exhibit "F".
- B. Since most office employees have contact with the public and therefore represent the CCRMA in their appearance, overly casual attire such as faded jeans, shorts, tee shirts, and overly revealing or distracting clothing, such as tight-fitting pants, blouses, skirts, etc., are not permitted while the employee is at work.
- C. The dress of non-office and office personnel should be appropriate to their working situation, keeping in mind that all personnel represent the CCRMA before the public. Personnel who are assigned uniforms must wear their uniforms during working hours. See Exhibit "H".
- D. The determination of appropriate attire shall be made by the supervisory personnel, up to and including the Executive Director, considering the functions and needs of each specific department.
- E. Employees who are not appropriately attired may be counseled and requested by a supervisor to return home and change into appropriate attire.
- F. Refusal to comply with counseling requests may be treated as insubordination and can subject the employee to disciplinary action.

#### **CHAPTER 42. SUBSTANCE ABUSE AND DRUG TESTING**

- A. It is the policy of the CCRMA to maintain a drug-free workplace. The manufacture, distribution, dispensation, possession, concealment, use, sale or transfer of alcoholic beverages, inhalants, drugs or controlled substances, and the possession of drug-

related paraphernalia or literature promoting the use of illegal drugs, while at work, on CCRMA premises (including parking lots) or worksites, in CCRMA vehicles, or while involved in CCRMA business, whether on or while using CCRMA property, is prohibited.

- B. This Chapter shall apply to all CCRMA employees – full-time, part-time, seasonal or temporary, and to volunteers. Testing shall be done at the CCRMA’s expense.
- C. Strict compliance with this policy is a condition of initial and of continued employment. The CCRMA has a zero-tolerance policy with respect to substance abuse of any type. Any detectible level of a controlled substance in a positive drug test shall subject an employee to disciplinary action, up to and including termination of employment.
- D. Prescription drugs prescribed by a licensed medical practitioner for the person using or possessing them and over-the-counter medications are not prohibited by this policy, provided that they were lawfully obtained and are not consumed at a frequency or quantity greater than the dosage prescribed or otherwise recommended on the medication’s label.
  - 1. Provided, however, that any employee whose duties include operation of motor vehicles or machinery, taking any prescription or over-the-counter drug or medication, regardless of whether it was lawfully obtained and properly consumed, which drug or medication is known or advertised as possibly affecting or impairing judgment, coordination, or other senses, or which may adversely affect ability to perform work in a safe and productive manner, must notify his or her supervisor or the authorized personnel prior to starting work or entering CCRMA premises or worksites.
  - 2. The supervisor or authorized personnel will decide if the employee may remain at work or on CCRMA Premises or worksites and what work restrictions, if any, are deemed necessary. If the employee is determined unable to work, the absence will be considered as sick leave.
- E. Employees are subject to substance abuse testing to the full limits allowed by state and federal law. Generally, the testing shall be under the following circumstances:
  - 1. During pre-employment screening, applicants will be advised that they are subject to testing for illegal drugs. Any job offer will be contingent on passing a drug test (negative results). Applicants will be required to sign a consent form acknowledging this policy as a condition of employment and granting consent for such testing.
    - a) Applicants who fail the test (confirmed positive results) will not be allowed to reapply until twelve (12) months after the date of the test and only then if they present evidence of their completion of a physician-approved rehabilitation program and consent to random testing for twelve (12) months after the effective date of their appointment.
  - 2. If reasonable suspicion exists that any employee has used, possessed or is under the influence of alcohol, any drug, or any controlled substance, in violation of this policy, the employee shall be required to submit to any appropriate form(s) of testing allowed by law. Reasonable suspicion is determined to exist based on objective factors such as the appearance or action of an employee that an employee is under the influence of drugs or

- alcohol, or has violated the CCRMA's policy against the use, possession, sale, or transfer of drugs, alcohol, or inhalants.
3. Whenever a CCRMA employee is involved in an accident of any type, the employee is subject to any appropriate form(s) of testing allowed by law as soon after the accident as possible if:
    - a) The employee has sustained a personal injury or caused a co-worker or any other person to be injured; or,
    - b) The employee has caused a work-related accident or was operating or helping to operate machinery, equipment, or a vehicle involved in a work-related accident or in damage to property.
  4. At the discretion of the Executive Director, employees may be required to participate in random, spot-check drug screens. Drug tests are unannounced, and every employee has an equal chance of being selected for random testing.
    - a) Any random test, if called for by the Executive Director, shall be mandatory. Refusal to cooperate shall be treated as an act of insubordination and may subject the employee to disciplinary action up to and including termination.
  5. The CCRMA will also conduct testing as required or recommended under the provision of any state or federal government regulations. Any employee who is within a regulated group requiring testing will be required to abide by the CCRMA's policy as well as any government regulations.
- F. Testing of employees will be conducted either during the employee's workday or immediately thereafter. Employees will be compensated for this time at their regular rate of pay.
- G. The CCRMA will utilize its best efforts to utilize a responsible drug and substance abuse testing laboratory that satisfied the minimum criteria for implementation of drug testing policies, and which provides for a review procedure by a Medical Review Officer (MRO). The laboratory shall be selected by the CCRMA and applicants or employees who are required to submit to testing shall be directed to report to that laboratory for the purpose of providing, including, but not limited to, a urine, blood, or hair specimen for testing.
- H. Specimen collection will be performed by the laboratory's personnel and will be conducted in accordance with federal, state, and local requirements to guard the integrity of the specimens, maintain the chain of custody, and ensure the tests are treated as confidential and distribution limited to those having a "need to know".
- I. The method of initial testing used will be EMIT (enzyme multiplied immunoassay technique). In the event the initial test results are positive, then the laboratory shall perform a second test on the same specimen to confirm the test results. The confirmation test method used will be GC/MS (gas chromatography/mass spectrometry). Except as otherwise provided under this policy, all initial and confirmation tests shall be performed at the expense of the CCRMA.
- J. Positive test results may be reviewed by the laboratory's MRO if the applicant or employee timely and properly invokes an MRO review of a positive test result. In that event, the MRO will interpret and evaluate the test result together with the individual's medical history and any other relevant information. If the MRO



nullifies a confirmed positive test result, no further action will be taken against the applicant or the employee based on the positive test results standing alone.

1. If the MRO's review determines there is no legitimate medical explanation for the confirmed positive result, the employee will be subject to disciplinary action up to and including termination and applicants will not be eligible for employment.
  2. Further, negation of a positive test result by an MRO does not preclude the CCRMA from evaluating other incidental misconduct or performance issues that do not depend on the outcome of a test result.
- K. All tests results, and related information, shall be maintained and treated as confidential by the CCRMA, except for limited disclosure to representatives on behalf of the CCRMA who have a legitimate "need to know". Such records are the property of the CCRMA and shall be maintained in a separate file from the employee's regular personnel file in order to avoid the inadvertent disclosure of the results but may be made available to the applicant or employee upon his or her request for inspection or copying. The testing laboratory will not disclose to the CCRMA any information revealed by the testing relating to the general health, pregnancy, or other physical or mental condition of the person tested or any other information if the disclosure is prohibited by federal, state, or local law.
- L. Compliance with the CCRMA's Alcohol and Drugs Policy is a condition of employment for all employees hired prior to and after the effective date of this policy. Therefore, all employees must sign a form acknowledging receipt of this Personnel Manual.
- M. Applicants who refuse to sign a drug-test consent/release or refuse to submit to testing or who adulterate, dilute, or otherwise tamper with a test specimen or have a positive test result that is confirmed in accordance with federal, state, or local rules and regulations, may be denied employment.
- N. Employees may be subject to disciplinary action up to and including termination of employment for any of the following:
1. Refusing to sign a drug-test consent/release.
  2. Refusing to submit to drug-testing
  3. Providing an adulterated, diluted, or substituted specimen on an alcohol or drug test
  4. Testing positive for alcohol, at a concentration of 0.04 or above, in a post-accident test, random test, reasonable suspicion test, or any other test administered in accordance with this policy.
  5. Testing positive for controlled substance(s) in a post-accident test, random test, reasonable suspicion test, or any other test administered in accordance with this policy
  6. Any other violation of this policy.
- O. Employees who come forward to admit they have a substance abuse problem prior to the CCRMA's initiation of investigative and/or disciplinary procedures may, at the CCRMA's discretion, be granted leave for the purpose of obtaining appropriate counseling and treatment. Employees seeking appropriate treatment may be conditionally reinstated to their previous status provided they undergo CCRMA-approved substance abuse

counseling/treatment at their own expense, maintain the preventive course of conduct prescribed by their drug and alcohol counselor and doctors, and their work performance is not adversely affected by continued abuse of drugs and alcohol. Employees who are granted the opportunity for treatment will have only one opportunity to go through counseling/treatment. Employees who do not follow the prescribed preventive treatment by their drug counselor or who relapse or engage in drug or alcohol use affecting their job performance will be terminated.

#### **CHAPTER 43. WORKPLACE HARASSMENT PROHIBITED**

- A. It is the policy of the CCRMA to provide a productive and professional work environment free from all forms of unlawful discrimination and harassment (harassment includes sexual harassment).
- B. The CCRMA prohibits any form of harassment, whether verbal or physical, and without regard to whether the harasser or the victim is a supervisor, coworker, supplier, or customer. Employees should be aware that the laws prohibiting sexual harassment, which is defined herein, also contemplate same gender sexual harassment as illegal.
  - 1. Harassment involves verbal or physical conduct that harms or shows hostility or aversion toward an individual because that individual's race, color, religion, sex, national origin, age, disability, veteran status, other protected class or status, or that of that individual's relatives, friends, or associates that:
    - a) Has the purpose or effect of creating an intimidating, hostile, or offensive working environment.
    - b) Has the purpose or effect of unreasonably interfering with an individual's work performance.
    - c) Otherwise adversely affects an individual's employment.
- C. Employees found to have engaged in harassment will be disciplined, up to and including termination, depending on severity of the misconduct.
- D. If the harasser is a supplier or customer, or other outside service provider, the CCRMA will fully take appropriate action to end the harassment and prevent future occurrences of its authority.
- E. Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser.
- F. The following is a partial list of possible sexual harassment examples. Sexual harassment includes the following types of behavior, but it is not limited to, which is misconduct under the CCRMA's policies:
  - 1. Unwanted sexual advances.
  - 2. Offering employment benefits in exchange for sexual favors.
  - 3. Making submission to or rejection of such conduct the basis for employment decisions.

4. Making or threatening reprisals after a negative response to sexual advances.
  5. Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons or posters.
  6. Verbal conduct that includes making or using derogatory comments, epithets, slurs, or jokes of a sexual nature.
  7. Verbal sexual advances or propositions.
  8. Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, or invitations.
  9. Physical conduct that includes touching, assaulting, or impeding or blocking movements.
  10. Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature.
  11. Creating an intimidating, hostile, or offensive working environment by such conduct.
- G. Employees must recognize that jokes, innuendos, and other horseplay that might otherwise be acceptable in a non-work environment amongst friends and colleagues is not necessarily acceptable conduct in a work environment. Harassment under this policy includes acts that are declared to be “jokes” or “pranks”, but that might reasonably be perceived as hostile or demeaning.
- H. Because the potential for misunderstandings and other miscommunication is higher when Employees are at work, all Employees are hereby notified that they need to adhere to professional and more formal standards of behavior towards coworkers, friends, and colleagues while at work.
- I. An employee who reasonably believes that he or she is being subjected to conduct or behavior in violation of state or federal law, as recognized by this policy, must take action and report these concerns to appropriate supervisory personnel so that the concerns can be properly investigated and resolved.
1. The CCRMA will determine whether certain conduct occurred and/or whether it constitutes harassment or sexual harassment based upon a review of the facts and circumstances of each situation.
  2. If the supervisor is the source of the alleged harassment, then the employee should report the problem to the supervisor's superior.
  3. Supervisors who receive a harassment complaint should report the complaint to the Executive Director and to the HR Department.
  4. A prompt and careful investigation into the matter will be conducted. This may include questioning employees who may have knowledge of the alleged incident or similar problems. Both the complaint and the investigative actions and findings should be documented thoroughly and the investigative documentation should be kept in a confidential investigation file separate from the normal personnel file. The investigation shall be absolutely confidential subject to disclosure authorized or required by law.

5. Employees who are dissatisfied with the investigator's resolution have the right to file a complaint in accordance with the CCRMA's grievance policy.
6. No employee should be subject to any form of retaliation or discipline for pursuing a harassment complaint.
7. The CCRMA recognizes that the issue of whether harassment has occurred requires a factual determination based on all the evidence received.
8. The CCRMA also recognizes that false accusations of harassment can have serious consequences on innocent employees. We trust that all employees will continue to act in a responsible and professional manner to maintain a pleasant working environment free of discrimination and harassment.
9. The CCRMA reserves the right to remedy inappropriate or offensive conduct of a harassing nature—regardless of scope or degree. Inappropriate conduct that subjects the CCRMA to legal liability, whether potential or actual, will be handled in a manner that is appropriate, fair, and legal, up to and including termination of employment. The CCRMA may report any illegal act to the proper authorities. Employees who violate this policy may be subject to civil damages and criminal penalties.

#### **CHAPTER 44. CCRMA EQUIPMENT AND PROPERTY**

- A. Because all CCRMA equipment, of whatever nature, whether owned, leased, or rented, is acquired with public money, the care and usage of all CCRMA equipment is restricted for legitimate CCRMA business.
- B. It is the policy of the CCRMA that telephone, mail, and facsimile transmission facilities shall be available during working hours for effective communication involving CCRMA business. Accordingly, CCRMA facilities should not be used for personal communications.
  1. Use of the CCRMA's telephone lines should be confined to business calls. Personal telephone calls are strictly prohibited. This restriction on the use of telephones also applies to personal calls to fellow employees.
- C. In order to avoid adding to the increasing volume of mail, employees should not use the CCRMA's address to receive personal mail. The CCRMA's stationery shall not be used for personal correspondence since any communication sent out on such stationery might be considered an official communication from the CCRMA.
- D. Employees will use computers and Internet connections only to conduct CCRMA business. Because of the risk of computer equipment being infected with viruses, worms and other malicious software, employees are to exercise diligence and care in the utilization of the Internet.
  1. Employees should be aware that they have no privacy right to the content of their computers, and the CCRMA has the right to monitor, restrict, seize, and evaluate any and all communications and downloads that pass through its facilities.

2. Improper use of the Internet, particularly misuse involving surfing or viewing of non-work-related sites, and in particular pornographic sites, shall serve as grounds for disciplinary action up to and including termination.
- E. Email relating to CCRMA business should be treated as any other paper correspondence involving CCRMA business. As such it should be treated and processed like any other written communication involving CCRMA business.
- F. All other CCRMA equipment of whatever nature, whether heavy equipment, tools, office furniture, or uniforms should be cared and maintained in a reasonable manner. CCRMA employees will be required to sign a receipt of items provided to perform business such as, but not limited to keys, uniforms and laptops.
- G. Loss of or damage to any CCRMA equipment must be reported to supervisory staff. An employee may be held responsible for the cost of replacing or repairing CCRMA equipment that is lost or damaged.

#### **CHAPTER 45. OPERATION OF MOTOR VEHICLES**

- A. It is the policy of the CCRMA that all employees required to operate motor vehicles in performance of CCRMA duties, do so in a safe and lawful manner. Employees shall drive defensively and anticipate driving hazards such as weather and other drivers.
- B. All employees required to operate motor vehicles or heavy equipment (whether employee owned or CCRMA owned, leased, or rented) in performance of CCRMA business must possess the appropriate driver's license and insurance as a condition of their employment. Employees operating their own vehicles must possess the appropriate driver's license and carry the minimum amount of vehicle insurance required by law. All employees are subject to a driver's license check/motor vehicle report on at least an annual basis if their job duties require driving a vehicle. The driver's license check/motor vehicle report is a pre-employment condition as well as a condition for continuing employment by the CCRMA.
  1. An employee whose duties require the operation of a motor vehicle or heavy equipment, but who does not possess the appropriate driver's license and/or the required insurance or is not insurable shall be terminated from employment for not meeting the minimum conditions to hold the position.
  2. Suspension or revocation of the driver's license of an employee who is required to operate a vehicle or equipment as a normal part of their job may result in a transfer, if another position is available and if the employee qualifies for the position or, if no such transfer position is available, the termination of employment.
- C. An employee whose duties involve the operation of a motor vehicle and who becomes physically or mentally unable to safely operate a motor vehicle may be transferred to another position within the CCRMA, if one is available, or termination.
- D. Any CCRMA employee required to operate a motor vehicle who is convicted of any of the following violations shall be subject to immediate termination of employment:
  1. A plea of guilty or nolo contendere is considered the same as conviction for:
    - a) Driving while intoxicated or under the influence of drugs or alcohol;
    - b) Hit and run/failure to stop and render aid;



- c) Reckless driving;
  - d) Negligent homicide, vehicular manslaughter, or gross negligence that causes death;
  - e) Aggravated assault with a vehicle;
  - f) Theft of a vehicle or operating a motor vehicle without the owner's authority;
  - g) Speed contest (racing); and,
  - h) No license, improper or invalid driver's license or permitting an unlicensed person to drive.
2. An employee whose duties require the operation of a motor vehicle and who is involved in any one or more of the following situations may be subject to immediate termination of employment:
- a) Public intoxication;
  - b) Implied consent (failure to submit to substance abuse screening);
  - c) Seat belt violation;
  - d) Stop sign or signal violation;
  - e) Two or more moving violations within one year of the initial infraction;
  - f) Two or more at fault accidents within one year of the initial infraction;
  - g) One at fault accident and one moving violation within one year of the initial infraction;
  - h) One negligent collision resulting in serious bodily injury (hospitalization or death) or extensive property damage;
  - i) Provided, however, that an employee who submits a certificate of completion of a U.S. based certified defense driving course obtained on their own time and at their own expense may mitigate an adverse evaluation of that employee's employment status, but each situation will nonetheless be evaluated on its own merits.
- E. Any employee who receives a traffic citation or who is involved in a motor vehicular collision, regardless of how minor, while operating a motor vehicle on CCRMA business, shall if physically able, file a report of such incident with their immediate supervisor within twenty-four (24) hours of the occurrence of such events or be subject to disciplinary action up to and including termination.
- F. Unauthorized use of the CCRMA's motor vehicles, or unauthorized use of the employee's personal vehicle for the CCRMA's business, is prohibited and is a ground for disciplinary action up to and including termination of employment. CCRMA vehicles shall not be used for personal errands or for personal travel. Employees who are provided CCRMA motor vehicles for their use will use such vehicles only for CCRMA related business.
- G. CCRMA vehicles shall not be used to transport employees, clients, or others to political activities, to voting precincts or to any other activities outside of normal CCRMA requirements.

- H. Employees who are authorized to operate their personal vehicle to conduct CCRMA business must provide the following:
- Copy of Employees Driver's License
  - Must show proof of current liability insurance.
  - The vehicle must have current registration and inspection. A copy of insurance verification must be provided to the HR Office.

If an employee does not have a current Driver's License, a current registration sticker, or current vehicle liability insurance in the minimum amounts required by Texas law, then that employee's vehicle is not authorized for CCRMA use.

#### **CHAPTER 46. CONFLICT OF INTEREST**

- A. It is the policy of the CCRMA that no employee shall engage in any activity or practice that creates an actual, or a perceived, conflict of interest with their position as a CCRMA employee.
- B. For purposes of this policy, a conflict of interest is defined as follows:
1. Outside interest causing a conflict of interest. To hold, directly or indirectly, a position or a material financial interest in any outside concern from which the individual has reason to believe the CCRMA secures goods or that provides services competitive with the CCRMA or, to compete, directly or indirectly, with the CCRMA in the purchase or sale of property or property rights, interests, or services.
  2. Outside activities causing a conflict of interest. To render directive, managerial, or consultative services to any outside concern that does business with, or competes with the services of the CCRMA, or to render other services in competition with the CCRMA.
  3. Acceptance of gifts, gratuities, and entertainment causing a conflict of interest. To accept gifts, excessive entertainment, or other favors from any outside concern that does, or is seeking to do, business with, or is a competitor, of the CCRMA, under circumstances from which it might be reasonably be inferred that such action was intended to influence, or possibly would influence, the individual in the discharge of his or her duties.
    - a) this does not include the acceptance of items of nominal or minor value that are ceremonial or in the spirit of a holiday season and which do not relate to any particular transaction or activity of the CCRMA.
  4. Disclosure of inside information which causes a conflict of interest. To disclose or use information relating to the CCRMA's business for the personal profit or advantage of the individual or their immediate family. Disclosure of inside information by the employee, directly or indirectly, is strictly prohibited.
- C. An employee may not use their position with the CCRMA for any personal gain other than allowable compensation and benefits received from the CCRMA. This prohibition includes financial gain, political gain, or other material favors, benefits, or gifts bestowed because of a person's position with the CCRMA.

- D. An employee may not engage in any other business or commercial activity or be employed in private enterprises if such activities interfere with the performance of their duties with the CCRMA.
- E. A CCRMA employee who seeks outside employment must submit a request to their supervisor or to the Department Head. The Department Head may deny the request if it is determined that the outside employment would be inconsistent or incompatible with the CCRMA, or adversely affect the employee's job performance. Employees must not conduct or solicit outside employment in any manner during working hours or on CCRMA property. Employees must not conduct or solicit secondary employment from the CCRMA's clients or vendors or while using CCRMA owned or rented vehicles, equipment, or supplies. Employees may not work, directly or indirectly, for contractor's, suppliers, or any other business that may be construed to be a conflict of interest. An employee who is injured performing outside employment is not covered under the CCRMA's workers' compensation plan..
- F. An employee shall not purchase goods, supplies, services or equipment for the CCRMA without following the CCRMA's purchasing procedures policy. An employee will not accept any personal benefit, remuneration, gifts or favors from outside vendors of material value.
- G. An employee shall not use CCRMA personnel, equipment or supplies for personal gain nor shall an employee do personal work on CCRMA time.
- H. An employee will not accept gifts from any person or firm that is doing or seeking to do business with the CCRMA under circumstances from which it might reasonably be inferred that the purpose of the gift is to influence the employee in the conduct of the CCRMA business with the donor. Such gifts should be returned with a note of explanation.
  - I. However, employees are not prohibited from accepting advertising novelties such as pens, pencils, and calendars, or other gifts of nominal value when the circumstances clearly show that the gifts are offered for reasons of personal esteem and affection and are not related to any particular transaction or activity of the CCRMA.
- I. Employees are prohibited from buying and selling items for personal profit on CCRMA premises.
- J. It is difficult to describe all of the situations which may arise involving a conflict of interest. If any employee has a question concerning a possible conflict of interest, the employee should advise their supervisor of the situation. Questionable situations should be brought to the attention of the authorized personnel.

#### **CHAPTER 47. PUBLIC AND MEDIA RELATIONS**

- A. The news media performs an important service for the public, which should be clearly understood by all CCRMA employees. It is the function of the news media to keep the public informed on matters of public interest, including the activities of the various departments and the employees of the CCRMA. Therefore, it is essential that information provided to the media be accurate, released only by the appropriate person or official, and handled in a professional manner.
- B. Since a statement by any CCRMA employee to the public or to the news media may be interpreted as an official statement of the CCRMA administration, contact with the media, news releases and other releases of information concerning the CCRMA

or any of its department is limited to supervisory or managerial personnel who are authorized to handle this function.

- C. For the foregoing reason, official statements to a news media representative must be referred up the chain of supervision to the CCRMA or a duly designated Public Information Officer.

#### **CHAPTER 48. SOCIAL MEDIA POLICY**

- A. At the CCRMA, we understand that social media is a social behavior and can be a fun and rewarding way to share your life and opinions with society. However, use of social media also presents certain risks and carries certain responsibilities with it. This policy provides guidance for employees' use of social media.
- B. The term "social media" includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal, or diary, personal web site, social networking or affinity web site, web bulletin board, or a chat room, whether or not associated or affiliated with the CCRMA, as well as any other form of electronic communication.
- C. The following principles apply to professional use of social media on behalf of the CCRMA as well as personal use of social media when referencing CCRMA. Because online postings can conflict with the interests of the CCRMA and its customers, the CCRMA has adopted the following policy. Breach of this policy may result in counseling and disciplinary action, up to and including termination.
  - 1. Always be fair and courteous to fellow colleagues, customers, members, suppliers, or people who work on behalf of the CCRMA. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or a manager/supervisor than by posting complaints to a social media outlet.
  - 2. CCRMA employees are not to publish, post or release any information that is considered confidential or not public. CCRMA employees must maintain the confidentiality of the CCRMA trade secrets and private confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Do not post internal reports, policies, procedures, or other internal business-related confidential communications. If there are questions about what is considered confidential employee should check with the Head Department and/or supervisor.
  - 3. Do not create a link from your blog, website, or other social networking site to the CCRMA website.
  - 4. Never represent yourself as a spokesperson for the CCRMA. If the CCRMA is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the CCRMA, fellow staff, board members, customers, suppliers, or people working on behalf of the CCRMA.
  - 5. Social media networks, blogs and other type of online content sometimes generate press media attention or legal questions. Employees should refer these inquiries to authorized CCRMA spokespersons and/or supervisors.

6. Refrain from using social media while on work time or on equipment provided by the CCRMA, unless it is work-related as authorized by management or in compliance with the CCRMA Equipment and Property policy. Do not use the CCRMA's e-mail address to register on social networks, blogs, or other online tools utilized for personal use.
7. Outside the workplace, you have a right to participate in social media and networks using your personal e-mail address. However, information and communications that you publish on personal online sites should never be attributed to the CCRMA or appear to be endorsed by, or to have originated from the CCRMA. If employees publish content after-hours that involves work or subjects associated with CCRMA, a disclaimer should be used, such as: "The postings on this site are my own and do not represent CCRMA's position, strategies or opinions."
8. Employees should be aware that the CCRMA may observe content and information made available by employees through social media. Employees should use their best judgement in posting material that is neither inappropriate nor harmful to the CCRMA, its employees or customers.
9. Employees should be aware of the effect their actions may have on their images, as well as CCRMA's image. The information that employees post or publish may be public information for a long time.
10. Subject to applicable law, after-hours online activity that violates the CCRMA's Code of Conduct or any other company policy may subject an employee to disciplinary action, up to and including termination.

#### **CHAPTER 49. POLITICAL ACTIVITY**

- A. It is the policy of the CCRMA to allow all employees the freedom to participate in governmental activities including political activities provided that such participation is done outside of employment hours and does not result in a conflict of interest.
- B. No employee shall use their position or influence in any way for or against a candidate for public office.
- C. During working hours, an employee shall not circulate petitions or campaign literature on behalf of candidates for elective office or be in any way involved in soliciting and subscription, contribution or political service on behalf of any such candidate.
- D. Employees shall not in any manner contribute money, labor, time or other valuable things to any person for election purposes during working hours.
- E. This policy will be interpreted and applied with due regard for an employee's First Amendment and associational rights, as determined by applicable legal standards.

#### **CHAPTER 50. SMOKING AND TOBACCO USE POLICY**

- A. Smoking and all forms of tobacco use is not permitted in CCRMA buildings or facilities including specifically offices, restrooms, hallways, reception areas, garages, sheds, and motor vehicles. This policy includes substitute smoking practices, such as vaping.
- B. Employees may smoke or use tobacco products outside of CCRMA building in the designated areas while on their approved breaks or on the employee's personal time.



- C. Non-employee visitors to CCRMA buildings will be directed to comply with the CCRMA's smoking and tobacco use policy.
- D. Work breaks may be scheduled by supervisors to accommodate smokers in compliance with these policies and procedures covering such breaks.
- E. Smoking and tobacco use (including vaping) in CCRMA motor vehicles is strictly prohibited.
- F. All employees share in the responsibility for adhering to and enforcing the policy, but management will assure adherence to this policy.
- G. Any conflicts should be brought to the attention of the immediate supervisor and, if necessary, the department head and the Executive Director
- H. In all cases, the right of a non-smoker to protect their health and comfort will take precedence over another employee's desire to smoke.
- I. This policy, and any violations thereof, shall be enforced through appropriate counseling and appropriate disciplinary action.

## **CHAPTER 51. DISCIPLINE POLICY GENERALLY**

- A. Employee conduct shall be evaluated in the following three primary criteria:
  - 1. Job Performance;
  - 2. Personal Conduct (on duty time); and,
  - 3. Personal Conduct (off-duty but affecting duty status).
- B. Job Performance focuses on the ability to perform the functions of the job to which an employee is assigned. Those job functions may evolve over time, as the needs and work of the CCRMA change, and a component of job performance necessarily includes the ability, and the willingness, to adapt to the changes that are required from time to time for the CCRMA to remain competitive, as well as to follow policies and procedures applied by the CCRMA.
- C. Personal conduct at work relates to the social skills, manners, and ability of an employee to fit into a public-sector work environment and to get along with other employees. Any conduct that negatively bears on the work environment and work morale will also bear negatively on an employee's qualifications to work in that environment.
- D. Personal conduct outside of work, while not ordinarily the focus of job performance or abilities, can and will be the basis of personnel action if it affects the employee in any area of work performance.
- E. Any other conduct, either in connection with CCRMA business or of such a public nature that it adversely reflects on the CCRMA or the employee's ability to function satisfactorily as a CCRMA employee.
- F. Disciplinary action may be taken against an employee for various reasons, which include but are not limited to the following examples:
  - Insubordination, i.e., willful disregard of job assignment;
  - Absence without approved leave, including failure to notify a supervisor or sick leave and repeated tardiness or early departures;

- Endangering the safety of other persons through negligent or willful acts, e.g., horseplay, reckless use of CCRMA vehicles or equipment, etc.;
- Unauthorized use or misuse of public funds or property, i.e., theft, misuse of vehicles, equipment, etc.;
- Conviction of a felony;
- Conviction of official misconduct or appression;
- Falsification of documents or record;
- Unauthorized use of official information or unauthorized disclosure of confidential information;
- Unauthorized or abusive use of official authority;
- Violation of on the job safety rules;
- Violation of the CCRMA's Sexual Harassment Policy;
- Violation of the CCRMA's Drug and Alcohol Abuse Policy;
- Incompetence or neglect of duty;
- Disruptive behavior which impairs the performance of others; e.g., fighting and sexual harassment, etc.;
- Violation of the requirement of these personnel policies;
- Job abandonment (defined as failure to report to work at the regularly schedule time for three (3) consecutive working days without consent); and
- Other misconducts which may render an employee liable for disciplinary action.

## **CHAPTER 52. NON-DISCIPLINARY SEPARATIONS**

- A. The CCRMA recognizes four basic types of non-disciplinary separations: 1) voluntary resignation; 2) voluntary retirement; 3) reduction in force and recall; and 4) separation based on an inability to fulfill the core functions of a CCRMA position.
- B. Resignation:
  1. An employee may leave the CCRMA service in good standing by submitting his or her resignation to the appropriate official at least ten (10) working days in advance of the proposed date of separation. The Executive Director may waive any portion of the notice period.
  2. An employee resigning without giving the required notice shall be ineligible for re-hire for a period of one year.
- C. Retirement:
  1. Regular employees are afforded retirement under the Texas County and District Retirement System.
  2. The conditions under which an employee becomes eligible for retirement is determined by the rules established under the Texas County and District Retirement System (TCDRS).
- D. Reduction in Force:

1. It is the policy of the CCRMA to assure the continued quality and efficiency of the CCRMA during circumstances including, but not limited to, a lack of work, financial exigencies, reorganization, loss of grant funds, cancellation of projects, or changes in needs or technologies. The Executive Director or his designee shall determine whether a reduction in force is necessary in furtherance of this policy.
2. A reduction in force shall take into consideration factors such as available resources, operational requirements, financial exigencies, and business necessities. The criticality of specific functions/services with respect to the ability to accomplish the mission of the CCRMA is also a consideration. The reduction may take the form of elimination of jobs, reduction in full-time equivalency, or reduction in salary or wages. The CCRMA reserves the right to re-assign its employees when such re-assignment meets operational needs.
3. Layoff decisions will be made without regard for the employee's race, color, creed, sex, religion, national origin, age, non-job-related physical or mental disability or veteran's status or any other unlawful reason. Force reductions are not disciplinary actions and are therefore not subject to administrative appeal review.

E. Elimination of Position:

1. An employee may be separated because of changes in duties or reorganization. The relative necessity of each position to the organization is considered when positions are considered for elimination.
2. In deciding who will be separated from their employment as a result of a reduction in force, the CCRMA will consider, but is not limited to the following factors:
  - The employee's length of service with the CCRMA\*,
  - The performance record of each employee,
  - When a reduction creates or elevates an operational requirement, an employee's unique operational qualifications for remaining positions will be considered.

\*Seniority will be the determining criteria in cases where employees are otherwise equally qualified. In determining seniority, time covered by a below-average evaluation during the preceding three (3) years will not be considered.

3. The CCRMA shall calculate retention points based on a standardized scoring system and shall apply it equally to all employees.

F. Inability to Fulfill Core Job Duties:

1. Employees who are unable to carry out the core duties of their position are subject to a separation from that position.
2. A non-disciplinary separation is based on assessment by supervisory personnel that an employee, though willing, is simply not qualified to carry

out the duties of any position, because of a lack of physical ability, or a lack of other minimally required competencies for the position.

3. An employee separated in a non-disciplinary separation may invoke the administrative appeal procedure provided for in this Personnel Manual.

## **CHAPTER 53. DISCIPLINARY AND TRAINING PROCEDURE**

- A. The CCRMA endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve performance. However, the CCRMA retains the right to administer discipline to address performance and conduct issues and concerns that arise with respect to situations.
- B. The CCRMA Executive Director reserves the right to administer any of the disciplinary actions in sequence or out of sequence depending on the employee situation.
- C. The types of progressive discipline include, but are not limited to the following procedures and protocols:
  1. A documented extension of probation no longer than the current probation period in force.
  2. Incident reports including a meeting with the employee to discuss the matter, inform the employee of the nature of the problem and the action necessary to correct it. An incident report may be documented in writing by supervisory personnel without notice of such documentation to the employee.
  3. Verbal warning to the employee describing the deficiency or infraction and the action necessary to correct it, warning the employee that a subsequent incident will result in more severe disciplinary action. A written notice or counseling shall be documented in the employee's personnel file and notice of this shall be given to the employee.
  4. Write-up will be issued to the employee if it continues to exhibit poor performance after receiving incident and verbal warnings. Management reserves the right to write-up an employee without any of the previous mentioned actions based on severity.
  5. Suspensions, with or without pay, including the issuance of a write-up and Notice of Suspension describing the deficiency or infraction and the action necessary to correct it, warning the employee that a subsequent incident will result in more severe disciplinary action up to and including termination.
  6. A demotion is a change of duty assignment of an employee from position in one classification in a lower pay group. Demotions may be made for the purpose of voluntary assumption of a less responsible performance in a higher position, or as a result of elimination of the higher positions.
  7. Dismissal including the issuance of a notice setting forth the grounds for and date of dismissal.
- D. Endorsement of a progressive discipline model does not restrict the authority of management to impose an appropriate level of discipline depending on the seriousness of any misconduct.

## **CHAPTER 54. GROUNDS FOR DISCIPLINE**

- A. The Executive Director, or the Executive Director's designee, may impose such discipline as is warranted under the circumstances of any case.
- B. Grounds for discipline include but are not limited to the following types of misconduct:
  - 1. Job Duty Related Conduct such as:
    - a) Excessive tardiness;
    - b) Excessive absenteeism;
    - c) Unauthorized absence;
    - d) Failure or inability to perform the duties of a job assignment;
    - e) Disobedience of lawful orders;
    - f) Neglect of or disregard of duties;
    - g) Falsification of any documentation required for employment;
    - h) Mishandling customer accounts;
    - i) Falsification of any claims of harassment;
    - j) Retaliation towards anyone who has made a good faith claim of harassment or other work-related complaint;
    - k) Failure to report for work without having given proper notification;
    - l) Failure to comply with any one or more of the CCRMA's policies, procedures, or directives set by this policy or by management and/or supervisory personnel.
  - 2. Social incompatibility conducts at work such as;
    - a) Insubordination or disrespectful conduct to a supervisor;
    - b) Confrontational or disrespectful conduct towards a co-worker or other employee;
    - c) Gossip that disrupts the work environment;
    - d) Substance abuse, including alcohol;
  - 3. Criminal conduct, whether on or off duty, such as:
    - a) Any misdemeanor complaint or indictment;
    - b) Any felony indictment;
    - c) Any misdemeanor deferred adjudication or conviction;
    - d) Any felony deferred adjudication or conviction.
    - e) Any conduct on duty that could constitute criminal misconduct if chargeable by prosecuting authorities, including falsification of records, acceptance of bribes, improper use of CCRMA property, and so forth.
    - f) Certain conduct off duty that could constitute criminal misconduct if chargeable by prosecuting authorities and which could bear a negative public perception about the qualifications of that employee to serve the CCRMA.



4. Any other conduct, as determined by the Executive Director, either in connection with CCRMA business, or of such a public nature that it adversely reflects on the CCRMA or the employee's ability to function satisfactorily as a CCRMA employee, or that is not in the best interest of the CCRMA. Any violation of this policy constitutes a failure to act in the best interest of the CCRMA.

## **CHAPTER 55. COMPLAINTS AND GRIEVANCES**

- A. This Chapter addresses the CCRMA's administrative complaint and appeal procedures relating to EEO discrimination complaints, including sexual harassment, retaliation complaints, whistleblower complaints, complaints regarding allegations or concerns of civil rights of employees protected under state and federal law, qualifying disciplinary appeals, appeals from non-disciplinary termination or separation from employment, or any other matter that the employee believes to be unfair or contrary to the employee's best interests or that affects his or her conditions of employment. The goal of this grievance procedure is to identify and correct causes of employee dissatisfaction and to ensure all employees receive fair and equitable solutions to work-related misunderstandings and grievances. The employee has the right to present complaints or grievances under the provisions of this grievance procedure free of fear, restraint, interference, coercion, discrimination, retaliation, or reprisal. The CCRMA intends that, whenever feasible, complaints be resolved at the lowest possible administrative level.
- B. Complaint/Grievance Procedure.
  1. If any employee believes he or she is the subject of an employment action that is substantially motivated by unlawful discrimination or retaliation based on considerations of race, color, ethnicity, national origin, gender (sex discrimination, including sexual harassment), age, disability, religious belief, or any other characteristic protected by state or federal law, or believes that any other matter is unfair or contrary to the employee's best interests or that affects his or her conditions of employment, that employee, in order to present a grievance, must follow the procedures set forth herein in subsection C. When the CCRMA determines that two (2) or more individual complaints are sufficiently similar in nature and remedy to permit their resolution through one proceeding, then the CCRMA may consolidate the complaints.
  2. All complaints arising out of an event or related series of events must be addressed in one complaint. An employee is precluded from bringing separate and serial complaints concerning events about which the employee has previously complained.
  3. In resolving complaints, time is of the essence. All time limits shall be strictly complied with, unless extended by mutual consent. All references are to working days. Written complaints shall receive a written response. The complaint shall be considered concluded if the employee does not appeal within the time limit.
- C. If an informal meeting does not resolve the problem, then the following steps must be used to resolve the problem. The employee may discontinue the procedure at any step. If any relevant supervisor or other representative designated to hear an appeal is out of the office during the time allotted for reaching a decision due to a regularly scheduled vacation, an emergency,

business travel, or other similar bona fide reason, the time out of the office shall not be counted as part of the allotted days. All requests for dispute resolution shall be maintained in a permanent grievance file to the extent that such documents are made available to or received by the Human Resources Department.

a) Level One

Employees should work to resolve work-related issues, misunderstandings, or problems as soon as reasonably possible after becoming aware of the issues or problem and are encouraged to make a good faith effort to resolve the problem by presenting a request in writing for a resolution of his/her grievance or complaint, along with any other documents deemed relevant by the employees, to his/her supervisor, with a copy delivered to the next level supervisor of the department in which the employee works (if different), and to the Human Resources Department. This request must be filed within ten (10) working days of the event giving rise to the complaint.

Supervisors shall investigate the matter and notify the employee within ten (10) working days after receipt of the request with a response.

The above time limits may be extended by written agreement of both the employee and management.

If the matter is of such a nature that the employee does not wish to discuss the matter with the supervisor or the next supervisor, the employee may appeal to the Human Resources Department.

b) Level Two

If the outcome of the complaint at Level One is not to the employee's satisfaction, the employee may meet with the Executive Director or his designee within fifteen (15) working days after receiving the response to discuss the complaint provided that the employee appeals to the Executive Director within five (5) working days of receiving the Level One decision.

Prior to the conference with the Executive Director, the employee shall submit a written description of the decision and complaint, the date it occurred, the remedy sought, and the date the employee conferred with his or her immediate supervisor. The Executive Director may obtain written and/or personal participation by the employee's immediate supervisor and any other employees or parties with relevant information.

The Executive Director shall notify the employee of the outcome of Level Two within ten (10) working days after meeting with the employee.

c) Level Three

If the outcome of Level Two is not to the employee's satisfaction, the employee may appeal to the Executive Director, or an independent third party appointed by the Executive Director, within five (5) working days of receiving the Level Two decision. No new evidence shall be allowed. The Executive Director shall render a decision within ten (10) working days. The Executive Director's decision shall be considered final within the CCRMA.

- D. Under state law, Chapter 554, Texas Government Code, the CCRMA may not suspend or terminate the employment of, or take other adverse personnel action against, a public employee who in good faith reports a violation of law by the employing governmental entity or another public employee to an appropriate law enforcement authority.
  - 1. An employee who in good faith believes that he or she has suffered retaliation at work as a consequence of making a good faith report of a violation of law to an appropriate law enforcement authority, as provided by law, must first file an administrative appeal under the provisions of this Personnel Manual.
  - 2. This administrative exhaustion requirement is a prerequisite to the initiation of any judicial action. It is intended to provide the CCRMA with an opportunity to take corrective action before being required to answer in a court of law.
  - 3. Failure to file this administrative complaint procedure may result in the denial of any subsequent judicial relief.
- E. Each such complaint will be taken seriously and the management personnel who receive the complaint shall take the necessary and appropriate steps to see that the complaint is investigated and ultimately resolved. If the matter is not resolved at the department head level, the matter may be appealed to the Executive Director, whose determination of the matter shall be final.

#### **CHAPTER 56. RESERVED.**

A.

#### **CHAPTER 57. RESERVED.**

A.

#### **CHAPTER 58. RESERVED.**

A.

#### **CHAPTER 59. MISCELLANEOUS**

- A. The provisions of this updated personnel manual shall take effect upon their formal approval by the Board of Directors.
- B. The effect of final approval shall generally be immediate, except where a retro-active application is required by law, or in a situation where a prior version of this manual supplies a rule of decision.
- C. If any part of this policy is determined to be void or unenforceable, the remainder of this policy, to the extent possible, shall remain in full force and effect.

#### **CHAPTER 60. DEFINITIONS**

- A. As a general rule, where not specifically defined below, words and phrases contained in this Personnel Manual shall be read in context and construed according to the rules of American English grammar and common usage. For purposes of this Personnel Manual, the following specific definitions shall control:

**ADA** – American with Disabilities Act.

**Active Employment** – An employee is an active employee so long as that employee is appearing at work or is on paid leave status as defined in this policy. An employee who goes on unpaid leave status shall not qualify as an active employee.

**Authorized Personnel** – refers to the person or office charged with oversight responsibility over personnel issues.

**At Will Employment** – refers to the employee and the CCRMA having a voluntary employment relationship which exists for no certain period of time, and which may be terminated at will by either party.

**Board of Directors** – refers to the officials appointed pursuant to the CCRMA By-laws appointed by the Cameron County Commissioner's Court.

**Compensatory/Overtime Pay** – refers to a rate of pay that is equal to one and a half times the regular rate of pay calculated pursuant to Fair Labor Standards Act (FLSA) guidelines for determining a rate of pay.

**Department Head** – refers to the person in charge of an administrative department within the CCRMA's organizational structure.

**DOH** – refers to the official date of hire or rehire.

**EEO or EEOC** – refers to the Equal Employment Opportunity Commission

**Effective Date** – refers to the effective date of this Personnel Policy Manual, as adopted by official action of the CCRMA Board of Directors.

**Employee** – any person who receives compensation for services rendered to the CCRMA and such compensation is treated as salary, wages, or benefits subject to taxation by the state or federal government.

**Executive Director** – refers to the Executive Director appointed pursuant to the CCRMA By-laws or his or her designated representative.

**FMLA** – refers to the Family Medical Leave Act.

**FLSA** – refers to the Fair Labor Standards Act;

**Health Care Provider** – for purposes of this PPM shall refer to U.S. based and licensed health care personnel.

**Holiday Pay** – refers to a regular rate of pay for each respective employee equivalent to one eight (8) hour shift for the holiday in question.

**Holiday, Premium Pay** – refers to a rate of pay that is equal to one time the regular rate of pay for the employee, and which is paid in addition to holiday pay defined above, but which is paid only for hours actually worked during a holiday period.

**Human Resource Department** – refers to the personnel or human resource officer.

**Management** – refers to the CCRMA's management structure and includes all supervisory management personnel, at the level called for under the circumstances.

**MRO** – refers to a Medical Review Officer who is authorized by law to review appeals of positive testing results under federal law and to set them aside if justified under applicable legal requirements.

**Paid Time Off** – refers to duty time for which an employee will be paid at their regular rate of pay even but are utilizing accrued leave time, such as vacation time, comp time, or sick leave while away from work.

**Personnel Policy Manual, Personnel Manual** – refer to this Personnel Policy Manual.

**Pro-rated** – means to divide, distribute, or calculate in equal portions. For example, an annual salary of X shall be paid on a prorated basis in equal installments throughout the CCRMA's fiscal year.

**Vacation Time** – refers to paid time off for leave accrued under this policy.

-end-



EXHIBIT "A"

**RECEIPT AND ACKNOWLEDGEMENT FORM**

I acknowledge receipt of a copy of the Personnel Policy Manual of the CCRMA.  
I understand and agree:

- A. That this manual is the property of the CCRMA and must be returned along with all other CCRMA property upon leaving employment with the CCRMA for any reason.
- B. It is my obligation to understand all the provisions of the manual. I can ask my Supervisor, my Department Director, or the Personnel Office any questions I have about this manual.
- C. The manual is not a contract, whether formal, informal, or implied, and the information provided is subject to unilateral change by the CCRMA as the need arises or subject to unilateral interpretation or application by the CCRMA.
- D. Acceptance of the provisions of this manual is a condition of my employment with the CCRMA. By accepting employment after the effective date of this manual or by remaining employed by the CCRMA after the effective date of this manual, I agree to be bound by the terms and conditions of the manual.
- E. I will familiarize myself with the information in this manual and will seek verification or clarification where necessary and will comply with the policies and procedures pertaining to the CCRMA.
- F. I understand and acknowledge that failure to abide by the policies contained herein, including changes, additions, modifications, and/or alterations could result in disciplinary action up to and including termination. I further understand and acknowledge that my continued employment is evidence of my acceptance to abide by any and all changes, additions, modifications, and/or alterations made in the future and presented to employees, whether or not I have signed an acknowledgment of such changes.
- G. Absent a written contract signed by the Executive Director and me, my employment is terminable at the will of either the CCRMA or me at any time for any reason or no reason and without notice.

\_\_\_\_\_  
Employee's Printed Name

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date Received

Copy:Personnel File

EXHIBIT “B”  
**EMPLOYEE CODE OF CONDUCT**

Employees of the CCRMA and/or employees of Cameron County who are assigned to spend more than 20 hours per week working on behalf of the CCRMA and are subject to supervision or direction by the Executive Director or the CCRMA Board of Directors (collectively, “Employees”) are expected to conduct the business of the authority in an open, honest, and ethical manner. Employees must adhere to the highest standards of ethical conduct in the performance of their responsibilities and must refrain from engaging in any activity that could raise questions as to the honesty or integrity of the CCRMA or damage the CCRMA’s reputation or credibility. Additionally, Employees must at all times comply with the Employee Code of Conduct set forth in this Section II.

*Equal Employment Opportunity*

The CCRMA is an equal opportunity employer and is committed to the principles of equal employment opportunity. The CCRMA will not tolerate discrimination based on race, ethnicity, color, creed, religion, ancestry, national origin, sex, gender, sexual orientation, age, disability, or any other status protected by law.

All employment decisions, including but not limited to decisions regarding recruitment, selection, hiring, transfer, compensation, benefits, training, promotion, demotion, discipline, discharge, termination, leave of absence, and other terms, conditions, and privileges of employment, shall be based on individual qualifications without regard to an individual’s status as a member of a protected class. The CCRMA will make reasonable efforts to ensure that all protected classes have equal access to employment with the CCRMA, and all personnel responsible for hiring, managing, and promoting Employees are charged to support the CCRMA’s commitment to equal employment opportunity.

The CCRMA will make reasonable accommodations for applicants or Employees with disabilities, provided that the individual is otherwise qualified to perform the duties and responsibilities of the position and that any accommodation is not detrimental to the business operations of the CCRMA.

*Workplace Harassment*

The CCRMA is committed to ensuring a respectful work environment free from sexual harassment or any type of unlawful discrimination or harassment based on race, ethnicity, color, creed, religion, ancestry, national origin, sex, gender, sexual orientation, age, disability, or any other status protected by law. Harassment based on any of the above is considered a form of illegal discrimination. The CCRMA will not tolerate any form of harassment in the workplace.

Prohibited sexual harassment includes any unwelcomed sexual advances, requests for sexual favors, or other unwelcomed verbal or physical conduct of a sexual nature where submission to such conduct affects an individual’s employment; such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance; or such conduct creates an intimidating, hostile, or offensive work environment. Other forms of prohibited harassment include unwelcomed verbal or physical conduct that belittles, shows hostility, or ridicules an individual because of race, ethnicity, color, creed, religion, ancestry, national origin, sex, gender, sexual orientation, age, disability, or any other characteristic protected by law.

If an Employee believes that he or she is or has been subjected to harassment, including but not limited to any of the conduct listed herein, by any manager, other Employee, consultant, customer, vendor, or any other person in connection with employment at the CCRMA, the Employee should report the incident to the CCRMA Executive Director, the Chairman of the CCRMA, or, in the absence of a CCRMA Executive Director or Chairman or in the event that the incident involves the Chairman, to the Vice-Chairman. Similarly, an Employee who witnesses harassment directed at another Employee should immediately report the matter to the CCRMA Executive Director, the Chairman of the CCRMA, or, in absence of a CCRMA Executive Director or Chairman or in the event that the incident involves the Chairman, to the Vice-Chairman, with or without the permission of the Employee involved. All complaints of workplace harassment will be investigated promptly and thoroughly and with as much confidentiality as possible. Retaliation against an Employee who reports workplace harassment will not be tolerated.

The CCRMA will take complaints or reports of harassment very seriously and will take appropriate remedial action if an investigation reveals that prohibited harassment, discrimination, or retaliation in violation of this Code of Conduct has occurred. Employees who engage in prohibited harassment will be subject to corrective action, up to and including termination of employment.

#### *Conflicts of Interest*

Employees are prohibited from engaging in any activity that could create a conflict of interest or even the appearance of a conflict of interest with the Employee's duties and responsibilities to the CCRMA. Activities that could create a conflict of interest include, but are not limited to:

1. Transaction of CCRMA business with any entity in which the Employee is an officer, agent, member, or owner of a controlling interest;
2. Participation in a CCRMA project in which the Employee has a direct or indirect monetary interest;
3. Outside business or professional activities that could interfere with the Employee's performance of duties on behalf of the CCRMA or impair the Employee's independence of judgment with respect to the Employee's performance of CCRMA duties;
4. Personal investments that are likely to create a substantial conflict between the Employee's private interest and the interest of the CCRMA; and
5. Any activity that could result in the disclosure of confidential or sensitive information that the Employee has access to as a result of the Employee's position with the CCRMA.

If an Employee is uncertain as to whether a particular activity could create a conflict of interest, the Employee should consult the CCRMA's General Counsel prior to engaging in the activity.

#### *Gifts and Honoraria*

Employees are prohibited from accepting gifts, favors, benefits, or other compensation, whether in the form of money or other thing of value, which could influence them or even have the appearance of influencing them in the performance of their official duties. Employees may accept meals offered in the course of normal business relationships. Additionally, Employees may

accept promotional items that do not exceed an estimated \$25 in value and are distributed as a normal means of advertising.

Employees may not accept an honorarium for appearing at a conference, workshop seminar, or symposium as a representative of the CCRMA other than reimbursement for food, transportation, or lodging.

If an Employee is uncertain as to whether he or she may accept a gift, favor, or benefit, the Employee should consult the CCRMA's General Counsel prior to acceptance.

#### *Use of CCRMA or Cameron County Property*

Computers, including all software, hardware, internet, and email systems; modems; printers; telephones; cellular phones; fax machines; copy machines; and other electronic and communications equipment owned or leased by the CCRMA may be used for official CCRMA purposes only. Employees do not have a right to privacy when using CCRMA electronic and communications equipment, and all emails, computer files, and telephone records are the property of the CCRMA and are subject to disclosure under the Texas Public Information Act, discovery in litigation, and/or examination by managers or supervisors.

Employees must immediately report lost or stolen CCRMA property to the CCRMA Executive Director, the Chairman of the CCRMA, or, in the absence of a CCRMA Executive Director or Chairman, to the Vice-Chairman. Misuse or theft of CCRMA property may result in disciplinary action, including criminal prosecution.

#### *Criminal Activity*

The CCRMA will perform criminal background checks on all final applicants for any position involving the disbursement of CCRMA funds or the handling of cash, checks or credit cards; negotiable documents and materials; or highly confidential or sensitive information. All applicants admitting a felony conviction on their application materials will also be subject to a criminal background check. Additionally, the CCRMA may at its discretion perform criminal background checks on applicants for any other position.

If an Employee is charged with a felony or a misdemeanor other than a traffic violation, the Employee is required to immediately inform the CCRMA Executive Director, the Chairman of the CCRMA, or, in the absence of a CCRMA Executive Director or Chairman, the Vice-Chairman. The CCRMA may take steps to respond to criminal violations consistent with Section V below, up to and including termination of employment.

#### *Searches of Property*

The CCRMA reserves the right, when having reasonable suspicion, to authorize searches either on its property or off-site while services are being performed for the CCRMA, consistent with law. Employees should be aware that there is no right to privacy with respect to weapons, or other items in violation of the CCRMA's Policy Manual, on the CCRMA's property or off-site where services are being performed for the CCRMA. The CCRMA's right to conduct searches includes but is not limited to such areas and items such as lockers, desks, workstations, purses, briefcases, bags, toolboxes, lunch bags, employee's work area, clothing, personal effects, vehicles, desks, and cabinets. Any items, which an employee does not want to have inspected, should not be brought to work.

### *Maintenance of Agency Records, Fraud, & Public Information*

Employees must maintain all CCRMA records for at least the minimum amount of time prescribed by the records retention schedules applicable to local governmental entities adopted by the Texas State Library and Archives Commission. In the event that litigation is filed against the CCRMA or is reasonably anticipated to be filed, the CCRMA's General Counsel may determine that it is necessary to implement a litigation hold in order to ensure the preservation of all records related to the lawsuit. Employees must refrain from destroying any records that are the subject of a litigation hold. Additionally, Employees must comply with all records retention policies adopted by the CCRMA.

Given the need for accurate and honest business records, any false or misleading report or record (including but not limited to financial documents; resumes; employment applications; contracts; and reports) will be taken very seriously. Employees who become aware of any suspected fraudulent act or falsification of CCRMA records must immediately report the concern to the CCRMA Executive Director, the Chairman of the CCRMA, or, in the absence of a CCRMA Executive Director or Chairman, to the Vice-Chairman, who shall respond to the evidence by taking appropriate remedial action. Discovery of a fraudulent act related to a person's employment or job responsibilities may result in corrective action, up to and including termination of employment.

Members of the public may make written requests for records maintained by the CCRMA. In the event that an Employee receives a written request for information, the Employee must notify the CCRMA Executive Director immediately so that the CCRMA can respond to the request within the time frame prescribed by the Texas Public Information Act. Employees must refrain from destroying any records that are the subject of a pending public information request.

### *Employee Acknowledgement*

All Employees must sign an acknowledgment, in the form attached acknowledging that they have received, read, and understand this Employee Code of Conduct and that they will comply with the requirements set forth herein.



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY  
EMPLOYEE CODE OF CONDUCT**

**Acknowledgement**

**I, \_\_\_\_\_, DO HEREBY ACKNOWLEDGE THAT  
I HAVE RECEIVED, READ, AND UNDERSTAND THE CCRMA EMPLOYEE CODE  
OF CONDUCT AND THAT I WILL COMPLY WITH THE REQUIREMENTS SET  
FORTH THEREIN.**

\_\_\_\_\_  
**Employee**

\_\_\_\_\_  
**Date**

EXHIBIT "C"

**TEXAS GOVERNMENT CODE Section 552.024**

**Public Access Option Form**

The Public Information Act allows employee, public officials, and former employees and officials to elect whether to keep certain information about them confidential. Unless you choose to keep it confidential, the following information about you may be subject to public release if requested under the Texas Public Information Act. Therefore, please indicate whether you wish to allow public release of the following information by checking off or initialing in the appropriate box:

Public Access Election	"Yes"	"No"
Home Address		
Home Telephone Number		
Social Security Number		
Information that reveals whether you have family members		

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Signature

EXHIBIT "D"

**WAGE DEDUCTION AUTHORIZATION FORM**

I understand and agree that my employer, \_\_\_\_\_ (the Company), may deduct money from my pay from time to time for reasons that fall into the following categories:

1. My share of the premiums for the Company's group medical/dental/vision/supplemental plan;
2. Any contributions I may make into a retirement or pension plan sponsored, controlled, or managed by the Company;
3. Installment payments on loans or wage advances given to me by the Company, and if there is a balance remaining when I leave the Company, the balance of such loans or advances;
4. If I receive an overpayment of wages for any reason, repayment to the Company of such overpayments (the deduction for such a repayment will equal the entire amount of the overpayment, unless the Company and I agree in writing to a series of smaller deductions in specified amounts);
5. The cost of repairing or replacing any Company supplies, materials, equipment, money, or other property that I may damage (other than normal wear and tear), lose, fail to return, or take without appropriate authorization from the Company during my employment;
6. The cost of Company uniforms and of cleaning the uniforms (the Company will deduct only the actual price it pays for uniforms and cleaning costs);
7. The reasonable cost or fair value, whichever is less, of meals, lodging, and other facilities furnished to me by the Company in connection with my employment;
8. Administrative fees in connection with court-ordered garnishments or legally required wage attachments of my pay, limited in extent to the amount or amounts allowed under applicable laws;
9. If I take paid vacation or sick leave in advance of the date, I would normally be entitled to it and I separate from the Company before accruing time to cover such advance leave, the value of such leave taken in advance that is not so covered;
10. The value of any time off for absences to which paid leave is not applied (except in the case of those who are paid a fixed salary for fluctuating workweeks, non-exempt salaried employees will have all such unpaid leave deducted from their salary, while exempt salaried employees will experience salary reductions only in units of a full day or week at a time, depending upon the exact nature of the absence, unless partial-day deductions are specifically allowed under federal law); and
11. If my employer pays any insurance premiums or retirement system contributions ("payments") on my behalf that I would normally make under the applicable Company benefit plan, the amount of such payments made by the Company, such payments being an advance of future wages payable to me.

I agree that the Company may deduct money from my pay under the above circumstances, or if any of the above situations occur. I further understand that the Company has stated its intention to abide by all applicable federal and Texas wage and hour laws and that if I believe that any such law has not been followed, I have the right to file a wage claim with appropriate Texas and federal agencies.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

EXHIBIT "E"  
**VACATION/SICK LEAVE DONATION FORM**

DONOR: \_\_\_\_\_ DONATION TO: \_\_\_\_\_

DEPT: \_\_\_\_\_ DEPT: \_\_\_\_\_

TOTAL NUMBER OF HOURS TO BE DONATED: \_\_\_\_\_

I understand that the decision to donate my vacation/sick leave time is strictly voluntary and I understand that State law expressly prohibits me from receiving remuneration or a gift in exchange for donated vacation/sick leave. I understand that my vacation/sick leave balance will be decreased by the amount of donations stated above, if approved. I understand that my donation will not be accepted if my vacation/sick leave balance is less than 40 hours (5 days) or if the amount donated will decrease my balance to fewer than 40 hours. Further, I understand that the CCRMA may limit the total number of hours that I may donate. Finally, I understand that I am not entitled to the return of any hours that I donate even if the employee who receives the donated hours does not use them.

PLEASE NOTE: This is an official leave document authorizing the deduction of your accrued vacation/sick leave. The Payroll department will adjust your vacation/sick leave to reflect your donation.

\_\_\_\_\_  
DONOR

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

**FOR CCRMA REVIEW:**

Donation Approved: Yes \_\_\_\_\_ No \_\_\_\_\_

Amount Authorized: \_\_\_\_\_

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



EXHIBIT "F"

**DRESS CODE POLICY**

Attention to all current employees, the purpose for this memo is to reinforce our current dress code policy. As a government entity we would like our staff to convey a professional atmosphere and positive image to represent the CCRMA. Image and personal appearance is important for our company, remember the way you dress conveys how people will view the CCRMA. As a CCRMA employee you are expected to apply good judgement in all areas of the Dress Code.

As the CCRMA has grown, we find it imperative to establish a more professional environment. As the CCRMA Human Resources Representative, I will like to outline the current dress code policy.

**Outline of Proper Clothing:** All employees work attire must fall within the following professional work attire policy.

- Men (Acceptable) – trousers, pants, collared shirts, polos, buttoned shirts, dress sweaters, blazers and cardigans (with a professional image, meaning nothing too short, too low, too tight or too baggy. Button up shirts or polos should not have more than one button undone to avoid low cut).
- Men (Unacceptable) – sweatpants, shorts, spandex and other forms of clothes with slogans, photos or drawings that are obscene or offensive, t-shirts, tank tops, sports jerseys and hoodies.
- Women (Acceptable) – slacks, pants, skirts, casual dresses and sleeveless dresses (skirts and dresses will be at knee length, sleeveless dresses have to cover the strap area), blouses, collared shirts (with a professional image, meaning nothing too short, too low, too tight or too baggy. Button up shirts or polos should not have more than one button undone to avoid low cut).
- Women (Unacceptable) – mini-skirts, spaghetti strap dresses, tank tops, off-the-shoulder blouses, shorts, leggings (unless they are covered by a long shirt, blouse, dress or tunic that will cover lower than the hip area), pants without pockets (can be misinterpreted as leggings, the suggestion is to be worn with long shirts or blouses), sweatpants, hoodies, sports jerseys, spandex and any other forms of clothes with slogans, photos or drawings that are obscene or offensive.
- Visible undergarments are not acceptable in the work place (while sitting or standing - including see through shirts and low fitting bottoms).
- Denim clothes are not acceptable unless they are used on Fridays or Saturdays (denim includes jeans, skirts, shirts, jackets or blouses).
- Clothing may not have rips, holes, tears, be frayed, wrinkled and/or soiled.

**Recommendation:**

Balance out form fitting clothes (Ex. Fitted skirt or pant to be worn with a loose shirt or blouse and vice versa).

**Examples/descriptions:**

- a) **Blouse** – a blouse is defined as a loose-fitting garment resembling a shirt
  - Verb. Blouse means to position a garment so that it hangs loosely from the body
- b) **For Women**
  - A dress pant or skirt with matching jacket is considered business formal. Depending on the season, jackets may be ¾ length or full-length. A crop pant suit is also suitable; however, the pant hem should hit mid-calf and this style is not recommended in an interview setting. Skirts should always sit at or just above the knee. A collared blouse or dress-material top is recommended and should either be tucked in or fall just below your waistline. Refrain from wearing bold and bright colors or patterns. Tops should never hang below the hem of your suit jacket or be so short that they show your stomach. Always be cautious that dress shirts are not too revealing in any business setting. Pantyhose are not required, however during the fall and winter seasons, darker pantyhose or tights are recommended when wearing skirts.
- c) **For Men**
  - The recommendation for men is to wear a button-up collared shirt. Refrain from wearing bold and bright colors or patterns in dress shirts; white, beige or light blue are “safe” colors for collared shirts.
- d) **Footwear**
  - Boots, heels, loafers, flats, and closed-toed shoes in a leather or dress material are appropriate and should be clean and polished. Sneakers are only acceptable on Fridays and Saturdays and should, at all times, be cleaned. Open-toe flipflops and slides are unacceptable. Sandals with a strap and closed-toe slides are only acceptable on Fridays and Saturdays. For heels, the recommendation is to not wear heels higher than 4.5 inches.

Always use your judgement when dressing in for a business professional environment.

*Any further questions you might have on proper attire can be directed to the nearest Supervisor or HR Department.*

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

**DRESS CODE POLICY**

**Acknowledgement**

**I, \_\_\_\_\_, do hereby acknowledge that I have received, read and understand the CCRMA Dress Code Policy and that I will comply with the requirements set forth therein.**

\_\_\_\_\_  
**Employee**

\_\_\_\_\_  
**Date**

EXHIBIT "G"

**LOCKER POLICY – TOLLS**

CCRMA employees in select job positions in the Tolls Department are assigned lockers with combination locks provided by the company for the storage and protection of personal effects during their employment. This policy spells out how lockers are assigned, defines the rules for locker usage and sets guidelines for locker inspections, when necessary.

I. Definitions

Illegal Substance: a controlled substance as identified in the Controlled Substances Act but does not include a substance that is legally possessed or used under the supervision of a license healthcare professional

Weapon: any instrument, article or substance that, under immediate circumstances, is capable of causing death or physical injury to an individual or group of individuals.

Examples include, but not limited to:

- a. Firearms (including concealed handguns, and BB guns, whether loaded or unloaded);
- b. Ammunition, black powder, fireworks, explosive materials;
- c. Knives (including switchblades, stilettos, swords, etc.);
- d. Police batons or nightsticks;
- e. All martial arts weapons;
- f. Chemicals that can cause bodily harm;
- g. Stun Guns.

II. Policy

Cameron County Regional Mobility Authority (CCRMA) retains the right to inspect any locker and its contents to ensure that the locker is being used in accordance with its intended purpose, and to eliminate fire or other hazards, maintain sanitary conditions, attempt to locate lost or stolen material and to prevent use of the locker to store prohibited or dangerous materials such as weapons or illegal substances.

III. Procedure

Assignment of Lockers

- a. Each applicable staff member will be assigned a locker upon hire by the Human Resources Department. The staff member is to use only the locker assigned to them by management. If there is a need to change a locker, the staff person must request in writing to their manager a change of locker assignment and the reason for the change.
- b. Each employee will be supplied a combination lock to use on their assigned locker. Only the supplied combination lock may be used to secure the locker. The Human Resources Department will maintain the master list of lockers combinations assigned to staff.
- c. When arriving for the work day, cellphones, purses, coats, and other personal belonging should be stored in the locker and secured. Employees are prohibited from taking purses or other personal valuables to their work area/workstation.

#### Use/Maintenance of Lockers

- a. When in use, lockers should be kept locked.
- b. Users are not permitted to deface or vandalize a locker in any way. Decals and similar materials are not permitted to be placed inside or outside of the locker.
- c. Closed, wrapped or sealed food and drink may be stored in lockers.

#### Inspection of Lockers

CCRMA reserves the right to inspect lockers when there is reasonable cause. An inspection of all lockers may be conducted if:

- a. The CCRMA reasonably believes that such an inspection is necessary to prevent, impede, or substantially reduce the risk of:
  - i. An interference with work purposes or work function;
  - ii. A physical injury or illness to any person;
  - iii. Damage to personal or work property; or
  - iv. A violation of state or institutional policy;
- b. Chemicals or fluids can be visibly seen flowing out of the locker; or
- c. The CCRMA has reason to believe that a locker contains rotting, spoiling or mildewing items such as food, etc.

Employees will be asked to personally open their locker should one of the above needs arise.

If an employee refuses to personally open their locker, the CCRMA reserves the right to open the locker. In these situations, the employee and their supervisor shall be present (if available).

- Lockers may only be opened at the request of the Administration
- Inspections of lockers shall be witnessed by at least two individuals.
- If it is suspected that illegal substances or stolen items are housed in a locker, a witness shall be requested to be present when the locker is opened.

#### Weapons and Other Illegal Substances

- Employees shall not keep any weapons in an assigned locker.
- Discovery of any illegal substance and/or weapon results in termination.
- Any weapons or illegal substances will be handled and confiscated by local law enforcement.

#### Removal of Items from Lockers

In the event of the employee terminates his or her employment without notice, the manager shall empty the locker and inventory the contents at the request of the Human Resources Department.

The contents of the locker will be made available to be picked up the day the employee's last paycheck is made available. Items not picked up within two (2) weeks from the last day of work will be discarded.

*This policy strictly applies to Tolls Department Employees.*



## **LOCKER POLICY**

### **Acknowledgement**

**I, \_\_\_\_\_, do hereby acknowledge that I have received, read and understand the CCRMA Locker Policy and that I will comply with the requirements set forth therein.**

\_\_\_\_\_  
**Employee**

\_\_\_\_\_  
**Date**

**4-N      CONSIDERATION AND APPROVAL FOR THE WITHDRAW OF FUNDS IN THE  
AMOUNT OF \$500,000 FROM THE RENEWAL AND REPLACEMENT RESERVE  
ACCOUNT WITH BNY MELON FOR THE PAYMENT OF THE TOLL BACK  
OFFICE CAPITAL IMPROVEMENT AS PER CHANGE ORDER #4 WITH  
TOLLPLUS LLC.**




## Exhibit A

**IMPROVING MORE THAN JUST ROADS**

### MEMORANDUM

**TO: Pete Sepulveda, Jr., Executive Director**

**FROM: Jesus Adrian Rincones, Chief Financial Officer** 

**DATE: September 13, 2019**

**RE: Renewal and Replacement Fund Request No. 1**

---

The following request is to withdraw funds in the amount of \$500,000 from the Renewal and Replacement funds with BNY Mellon in order to pay for a portion of the Toll System Capital Improvement Project for the CCRMA Back Office System. The Change Order #4 with TollPlus LLC was approved on June 28, 2019.

The withdraw request is consistent with the trust agreement requirements highlighted below.

(f) Renewal and Replacement Fund. "Renewal and Replacement Fund" into which until the total of \$2,400,000 (the "R&RF Requirement") has been accumulated by depositing \$40,000 per month beginning upon the Completion Date and for 60 months following the Completion Date. Funds may be withdrawn from the Renewal and Replacement Fund with written approval of the County by submission of a request in the form of Exhibit D for:

(i) Unusual or extraordinary maintenance or repairs, maintenance or repairs not recurring annually, and renewals and replacements, including major items of equipment;

(ii) Repairs and replacements resulting from an emergency caused by some extraordinary occurrence, if the money in the Revenue Fund or insurance proceeds, if any, available therefore are sufficient to meet such emergency;

(iii) **Paying all or any part of the cost of any capital improvement to the Project; and**

(iv) Debt service on the Bonds if Pledged Revenues are insufficient.

The Authority will replenish the Renewal and Replacement Fund to the R&RF Requirement from Pledged Revenues within 60 months through substantially equal monthly deposits.

See attached approved change order as backup to the request

EXHIBIT D

FORM OF RENEWAL AND REPLACEMENT FUND REQUEST

RENEWAL AND REPLACEMENT FUND REQUEST NO. 1

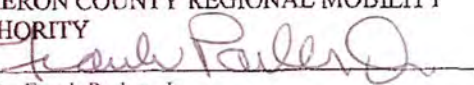
This request is being delivered to The Bank of New York Mellon Trust Company, National Association, as trustee (the "Trustee") under the Trust Agreement, dated as of August 1, 2012 (the "Agreement") between Cameron County, Texas (the "County") and the Trustee and the SH 550 Funding and Development Agreement dated \_\_\_\_\_, 2012 (the "550 Agreement") between the County and the Cameron County Regional Mobility Authority (the "Authority"). The Trustee is hereby directed to take the action described herein. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement or the 550 Agreement.

Pursuant to Section 4.02 (f) of the Agreement you are hereby authorized and directed to disburse from the Renewal and Replacement Fund the amounts set forth in Exhibit A attached hereto to the persons named therein in payment of expenditures permitted to be paid from the Renewal and Replacement Fund. The total amount to be disbursed pursuant to this Request from the Renewal and Replacement Fund is \$ 500,000.

The Authority hereby certifies that (1) the statements made herein are accurate, (2) each such amount constitutes a proper charge against the Renewal and Replacement Fund, (3) no part of any such amounts shall be applied to any item which has been previously paid from the Renewal and Replacement Fund or any other Fund or Account, (4) all conditions precedent to such disbursements have been complied with and satisfied and (5) all consents, if any, required in connection with the submission hereof, have been obtained and are attached hereto. The Authority further certifies that no Event of Default (as defined in the Agreement) by the Authority has occurred and is continuing nor has the Agreement been terminated.

Dated: September 13, 2019

CAMERON COUNTY REGIONAL MOBILITY  
AUTHORITY

By: 

Name Frank Parker, Jr.

Title Chairman


Payment of the Request is Approved.

CAMERON COUNTY, TEXAS

By: 

Name Eddie Trevino, JR

Title County Judge

Attested by: 

Sylvia Garza-Perez, County Clerk






INCUMBENCY CERTIFICATE/ AUTHORIZED CALLBACKS

The undersigned, Eddie Trevino, Jr. being the County Judge  
(name of person) (title)

of Cameron County ("The County")

does hereby certify that (1) the individuals listed below are qualified and acting officers of The County, (2) the signature appearing opposite the name of each such officer is a true specimen of the genuine signature of such officer, and (3) such individuals have the authority to provide written direction/ confirmation and receive callbacks at the phone number(s) noted below and execute documents to be delivered to, or upon the request of The Bank of New York Mellon and/or The Bank of New York Mellon Trust Company, N.A. (collectively, "BNY Mellon") Cameron County.

<u>Name</u>	<u>Title</u>	<u>Signature</u>	<u>Phone Number for Callback</u>
Eddie Trevino, Jr.	County Judge		956.544.0801
_____	_____	_____	_____

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this certificate  
as of 10/15/2019

Attested by:   
Sylvia Garza-Perez, County Clerk  


\_\_\_\_\_ (name of person/title - Note that this may not be one of the officers listed above)



**RENEWAL AND REPLACEMENT FUND**

Vendor Name	Invoice No.	Amount Billed	Total Fund Request
TOLLPLUS LLC (LOCAL FUNDS)	CO4	\$ 1,500,000.00 \$ (1,000,000.00)	
		<hr/>	
		\$	500,000.00

**WIRING INSTRUCTIONS**

Payment to be wire transferred to :

Title of Account

Cameron County Regional Mobility Authority  
3461 Carmen Ave.  
Rancho Viejo, TX 78575

Bank Account Number

6003128550

Bank Routing #

114902528

Swift#

IBCLUS44

Name and Address of  
Financial Institution

International Bank of Commerce  
1200 San Bernardo  
Laredo, Texas 78040

<b>Request No:</b> CCRMA-C04-18_03_19		<b>Project/System:</b> CCRMA Bridges and Parks	
<b>Name of the Client:</b> Cameron County Regional Mobility Authority ("CCRMA")			
<b>Originator:</b> Adrian Rincones, CFO		<b>Affected Area:</b> CCRMA BOS	
<b>Date Raised:</b> June 11, 2019		<b>Priority:</b>	High
<b>Type:</b> Enhancement		<b>Phase/Milestone:</b> See below	
<b>Change Authority:</b>  <p>This Change Order is issued pursuant to Article 4 of the Agreement for Back Office System Implementation and Management ("BOS Agreement") dated May 2, 2016 between TollPlus, LLC and CCRMA. CCRMA requires certain changes to the price schedule and milestone schedule in order to make certain enhancements to the Project, as more fully described below. Any terms not defined in this Change Order will have the meanings defined in the BOS Agreement. This Change Order is subject to the terms of the BOS Agreement, including without limitation, its provisions regarding cooperation, delay and force majeure.</p>			
<b>Change Description:</b>  <p>The Back-Office System for CCRMA requires enhancements in order to integrate 3 toll entities: (a) Cameron County International Bridge System (3 International Toll Bridges), (b) Cameron County Parks (4 parks with two seasonal toll booths) and (c) the Brownville Navigation District aka Port of Brownsville (total of 2 entrance gates with a third under development). All three toll entities impacted by this change order will utilize one single Back Office System for CCRMA, which will include tag functionality, customization for CCRMA interfaces and business rules, data migration, and the incremental on-going hosting and maintenance.</p>			
<b>Actions to be taken and impacted areas:</b>  <ul style="list-style-type: none"> <li>• Migrate current CCRMA System to new Angular platform <ul style="list-style-type: none"> <li>◦ RBP accounts (Register By Plate aka Post Paid Video)</li> <li>◦ PBM Account functionality</li> <li>◦ Collections</li> <li>◦ Print and Correspondence</li> <li>◦ Data Migration</li> </ul> </li> <li>• Prepaid Account functionality <ul style="list-style-type: none"> <li>◦ Prepaid tag accounts</li> <li>◦ Zero balance accounts</li> <li>◦ Monthly and Annual pass Issuance to support County park access</li> <li>◦ Account transition to PBM (for delinquent accounts)</li> <li>◦ Generate Statements and other correspondence</li> <li>◦ Account notifications (email and SMS)</li> <li>◦ Generate TVL files for CCRMA, Bridges, and Parks Host systems</li> </ul> </li> <li>• Inventory Management <ul style="list-style-type: none"> <li>◦ Manage Inventory</li> <li>◦ Tag Issuance (6C and Portable Tags)</li> <li>◦ Coupon/Tickets Issuance</li> </ul> </li> </ul>			

**Actions to be taken and impacted areas (continued):**

- Interoperability with tolling entities:
  - Cameron County Coastal Parks
    - Isla Blanca
    - Andy Bowie
    - Ek Atwood
    - Beach Access 6 (seasonal toll booth)
    - Beach Access 3 (seasonal toll booth)
    - Adolph Thomae
  - Cameron County Intl Bridge
    - Free Trade bridge
    - Gateway bridge
    - Veterans Intl bridge
  - Brownsville Navigation District/Port of Brownsville
    - Main Entrance/SH 550
    - Secondary Entrance/FM 511
    - Third Entrance/South Port Connector (Under Development)

**Price:**

1. **Implementation:** \$1,500,000.00 (fixed price)
2. **Milestones:** Notice to Proceed (NTP) of 25% (\$375,000.00); Factory Acceptance Testing (FAT) of 50% (\$750,000.00); Go-Live of 25% (\$375,000.00)
3. **TollPlus agrees to have a fixed fee of \$500,000.00 for any new site/facilities to be on-boarded through December 2021.** Note: this is not pricing for the TollPlus Back Office System (BOS). This fixed fee is only for adding new sites/facilities to the existing BOS with no modifications to existing business rules and current BOS functionality provided to CCRMA, for the time frame stated. Any business rules changes, additional platform requirements, functionalities, or changes required by infrastructure load capabilities will be handled via a separate Change Order.
4. **Maintenance:** Additional maintenance fee of \$12,000.00 per month which includes the interoperability of the above three tolling entities. If additional facilities are included, maintenance fees will be evaluated and presented for approval by CCRMA. This fee includes the following services:
  - L1, L2 and L3 Support for the System and Infrastructure with 24x7 coverage by TollPlus' 30+ member O&M team.
  - PCI, SOC certifications
  - Cloud Service
  - Full DR Capabilities with yearly DR testing
  - Quarterly PCI scans and other tests
  - 2 firewalls and Load balancer
  - Firewall activity monitoring for Intrusion Detection
  - Managing additional data backup's other than primary and DR data centers
  - Archival and Purging of the data that meets the data retention requirements
  - Windows and other updates and patches
  - Maintenance of 5 different environments (DEV, Internal QA, Internal Pre-Prod, Customer QA, Production, DR etc)



**Tentative GO-LIVE Date for Work in this Change Order:**

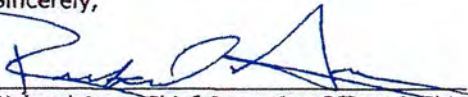
CCRMA must provide the following "readiness items" by October 31, 2019:

1. Testing Readiness by Road Side Equipment and System
2. Testing Readiness by existing Kapsch Host System
3. CCRMA operational readiness (ie Tags, Readers. And other third-party service providers)

Time is of the essence because these readiness items are critical for the TollPlus testing and QA process, which require a 6-month validation process.

If CCRMA provides all three readiness items by October 31, 2019, TollPlus will provide Go-Live by March 31, 2020. Failure to meet the October 31, 2019 deadline may materially impact the Go-Live date. If CCRMA realizes at any point that it cannot meet the October 31, 2019 deadline for any of the readiness items, it must contact TollPlus as soon as possible to discuss the status of the readiness item or items at issue and to negotiate a new Go-Live date.

Sincerely,



Richard Arce, Chief Operating Officer & Chief Commercial Officer  
TollPlus, LLC

**Accepted by:**

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Signature: Frank Parker, SR

Name: Frank Parker, SR

Title: Chairman

Date: 7/1/19

**4-O    DISCUSSION AND POSSIBLE ACTION REGARDING THE SETTING OF THE  
DATE AND TIME OF THE MONTHLY BOARD OF DIRECTORS' REGULAR  
MEETING. (TABLED)**



**4-P    CONSIDERATION AND APPROVAL OF AN INTERLOCAL AGREEMENT  
BETWEEN CAMERON COUNTY, THE CAMERON COUNTY REGIONAL  
MOBILITY AUTHORITY AND THE CITY OF BROWNSVILLE FOR THE WEST  
BOULEVARD PROJECT.**

STATE OF TEXAS            )  
  )  
CAMERON COUNTY         )

**INTERLOCAL COOPERATION AGREEMENT**

THIS INTERLOCAL COOPERATION AGREEMENT is entered into and between the COUNTY OF CAMERON, TEXAS, hereinafter referred to as "COUNTY", the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, hereinafter referred to as "CCRMA" and the City of Brownsville, hereinafter referred to as "CITY", pursuant to V.T.C.A., Government Code, and Chapter 791, whereby:

1. PURPOSE OF INTERLOCAL COOPERATIVE AGREEMENT: To allow the CCRMA to develop Preliminary Engineering and Environmental documents as well as Plans, Specifications, and Estimates, and complete any project development activities to develop the project to a Ready-to-Let Status for construction. This project is fully funded with local funds for Preliminary Engineering with Category 7 funds at the Metropolitan Planning Organization based on current estimates.
2. PROJECT TO BE COMPLETED: To advance the West Blvd. Project to a Ready-to-Let Status with TxDOT. Project Limits are from Palm Blvd north to Railroad Street (the Hike and Bike Trail) and FM 802 /Ruben M. Torres Sr. Blvd. north to FM 3248 Alton Gloor (the Roadway).
3. CCRMA HEREBY AGREES TO:
  - a. To utilize one of the CCRMA's consultants to develop engineering/design plans, coordinate any ROW acquisition or utility adjustments, and conduct environmental studies and traffic studies.
  - b. To coordinate with the Texas Department of Transportation (TxDOT) the necessary environmental document as well as design and engineering and coordination with any state and federal agencies on any issues arising during the environmental phase and design and engineering.
  - c. To provide monthly progress reports of activities to the COUNTY and CITY.
  - d. To provide for consultations with the environmental agencies.
  - e. To Coordinate with TxDOT and the Regional MPO for any additional funding needed for the Construction phase.
  - f. To locally let the project through the CCRMA utilizing CCRMA staff and consultants.
  - g. In addition to serving as Project Manager, the CCRMA will be responsible for the preparation of the Environmental document, Traffic studies and Cultural Resource studies totaling approximately \$250,000.00
4. COUNTY AND CITY HEREBY AGREE TO:
  - a. To each provide funding in the amount of \$125,000 for the preliminary engineering phase.
  - b. To provide any engineering plans or surveys currently available at the COUNTY.
  - c. To provide funding for any local match for design, construction engineering, and construction required by TxDOT.
5. It is specifically understood and agreed that in the event insufficient funds are appropriated and/or budgeted concerning the obligations under this Interlocal Cooperation Agreement on behalf of either of the Parties, then the Party with the insufficient funds shall notify the other Parties and this Interlocal Cooperation Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to the Party.
6. Any payment made by either party will be made from current revenues of the paying party.

7. This Interlocal Cooperation Agreement constitutes a one-time Agreement between the Parties and does not constitute a continuing Agreement for the COUNTY, CCRMA and CITY. The Interlocal Cooperation Agreement expires when the Projects are completed or a 30 day termination notice is given by either COUNTY, CCRMA or CITY.
8. The Rules, Regulations and Orders of the CCRMA shall govern this Interlocal Cooperation Agreement and the Parties agree that the CCRMA shall supervise the performance of this Interlocal Cooperation Agreement.
9. This Interlocal Cooperation Agreement shall have no legal force or effect until such time as it is properly Adopted and Approved by the CAMERON COUNTY COMMISSIONERS COURT, the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS and the CITY OF BROWNSVILLE CITY COMMISSION.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Attested by: \_\_\_\_\_  
Sylvia Garza-Perez  
County Clerk

\_\_\_\_\_  
Eddie Trevino, Jr.  
County Judge

Attested by: \_\_\_\_\_  
Arturo A. Nelson  
CCRMA Secretary

\_\_\_\_\_  
Frank Parker, Jr.  
CCRMA Chairman

Attested by: \_\_\_\_\_  
Griselda Rosas  
City Secretary

\_\_\_\_\_  
Juan "Trey" Mendez  
Brownsville City Mayor

**4-Q    CONSIDERATION AND ACTION TO ACCEPT THE WORK PERFORMED BY  
FOREMOST PAVING, INC. AND S&B INFRASTRUCTURE, LTD. PURSUANT  
TO THE PARTIES' LETTER AGREEMENT DATED JUNE 7, 2019.**



**TO: Board of Directors**

**FROM: Pete Sepulveda, Jr.** *PSS*

**DATE: September 13, 2019**

**SUBJ: Item 4Q Consideration and Action to accept the work performed by Foremost Paving, Inc. & S&B Infrastructure, Ltd.**

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Foremost Paving Inc. has completed the concrete work in the gore section of the off ramp and did the final grading of the bar ditch. At this time, they are done with all of the remediation work.

CCRMA staff has inspected the work and is recommending that the CCRMA Board of Directors approve the work that was performed.