

THE STATE OF TEXAS §
COUNTY OF CAMERON §

BE IT REMEMBERED on the 21st day of February, 2020, there was conducted a Regular Meeting of the Cameron County Regional Mobility Authority, at the CCRMA Administrative Office, 3470 Carmen Avenue, Suite 5 thereof, in Rancho Viejo, Texas, for the purpose of transacting any and all business that may lawfully be brought before the same.

THE BOARD MET AT:

12:00 Noon

PRESENT:

FRANK PARKER, JR.
CHAIRPERSON

MICHAEL F. SCAIEF
DIRECTOR

ARTURO A. NELSON
DIRECTOR

AL VILLARREAL
DIRECTOR

MARK ESPARZA
DIRECTOR

DR. MARIA VILLEGAS, M.D.
DIRECTOR

LEO R. GARZA
DIRECTOR

ABSENT

ABSENT

ABSENT

=====
The Meeting was called to order by Chairman Parker, at 12:00 Noon. 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 18th day of February 2020 at 8:07 A.M.

PUBLIC COMMENTS

1 PUBLIC COMMENTS

None.

PRESENTATIONS, RESOLUTIONS AND/OR PROCLAMATION ITEMS

2-A Presentation of CCRMA Project Status.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the Project Status Presentation with the Board.

Director Esparza moved to acknowledge the CCRMA Project Status Presentation as presented. The motion was seconded by Director Garza and carried unanimously.

The Presentation is as follows:

CONSENT ITEMS

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

3-A Consideration and Approval of the Minutes for:

January 31, 2020 – Regular Meeting.

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

Director Esparza moved to approve the minutes for January 31, 2020 Regular Meeting. The motion was seconded by Secretary Nelson and carried unanimously.

ACTION ITEMS

4-A Acknowledgement of Claims.

Mr. Adrian Rincones, RMA Chief Financial Officer went over the Claims for Acknowledgement and presented into the record.

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

The Claims are as follows:

4-B Approval of Claims.

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

Director Villarreal moved to approve the Claims as presented. The motion was seconded by Secretary Nelson and carried unanimously.

The Claims are as follows:

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

Mr. Adrian Rincones, RMA Chief Financial Officer went over the Financial Statements for December 2019 and January 2020 with the Board.

Scaief moved to approve the Financial Statements for December 2019 and January 2020 as presented. The motion was seconded by Director Villegas and carried unanimously.

The Financial Statements are as follows:

4-D Consideration and Approval of an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding Legislative and State Agency Coordination.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board and the purpose of the Interlocal Agreement with Camron County.

Director Esparza moved to approve the Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding Legislative and State Agency Coordination. The motion was seconded by Director Garza and carried unanimously.

The Agreement is as follows:

4-E Consideration and Approval of an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding a Mountain Bike Trail Project at the Pedro "Pete" Benavides Park.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the need for the Interlocal Agreement with the Board.

Secretary Nelson moved to approve the Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding a Mountain Bike Trail Project at the Pedro "Pete" Benavides Park. The motion was seconded by Director Villegas and carried unanimously.

The Agreement is as follows:

4-F Consideration and Approval of an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding an Administration Building, Maintenance Warehouse, Registration Office and Toll Gantry/Toll Booths at Isla Blanca Park.

Mr. Pete Sepulveda, Jr., RMA Executive Director advised the board that the CCRMA had previously done a Traffic Circulation Study at Isla Blanca at the County's request. That study had recommendations for parking areas, location of administration building, warehouse and toll gantry areas at Isla Blanca park. This interlocal agreement allows the CCRMA to proceed with final design on the facilities.

Director Garza moved to approve the Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding an Administration Building, Maintenance Warehouse, Registration Office and a Toll Gantry/Toll Booths at Isla Blanca Park. The motion was seconded by Director Esparza and carried unanimously.

The Agreement is as follows:

4-G Consideration and Approval of Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding improvements at the Cameron County/Port Isabel Airport.

Mr. Pete Sepulveda, Jr., RMA Executive Director advised the Board that Cameron County requested assistance in developing an environmental document for planned improvements at the County Airport. TxDOT Aviation will fund the environmental document. The County will receive grant funds for the airport improvements.

Secretary Nelson moved to approve the Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding improvements at the Cameron County/Port Isabel Airport. The motion was seconded by Director Esparza and carried unanimously.

The Agreement is as follows:

4-H Consideration and Approval of an Interlocal Agreement between the Cameron County Regional Mobility Authority and the City of Brownsville regarding Dana Road Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director advised the Board that the RGVMPPO has approximately \$10.7 million in CAT 7 funding for construction of the Dana Road Project. CCRMA will become Project Sponsor and develop the project. Cameron County and the City of Brownsville will provide funding for the engineering phase of the project.

Director Esparza moved to approve the Agreement between the Cameron County Regional Mobility Authority and the City of Brownsville regarding Dana Road Project. The motion was seconded by Director Villegas and carried unanimously.

The Agreement is as follows:

4-I Consideration and Approval of an Interlocal Agreement between the Cameron County Regional Mobility Authority and the Cameron County regarding Dana Road Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director advised the Board that the RGVMPPO has approximately \$10.7 million in CAT 7 funding for construction of the Dana Road project. CCRMA will become Project Sponsor and develop the project. Cameron County and the City of Brownsville will provide funding for the engineering phase of the project.

Director Esparza moved to approve the Agreement between the Cameron County Regional Mobility Authority and the Cameron County regarding Dana Road Project. The motion was seconded by Director Villegas and carried unanimously.

The Agreement is as follows:

4-J Consideration and Approval of a Professional Services Agreement between the Cameron County Regional Mobility Authority and JWH & Associates, Inc.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the On-Call Agreement for various projects with the Board.

Vice Chair Scaief moved to approve the Professional Services Agreement between the Cameron County Regional Mobility Authority and JWH & Associates, Inc. The motion was seconded by Director Garza and carried unanimously.

The Agreement is as follows:

4-K Consideration and Approval of an Amendment to the Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding a Traffic Circulation study at the Gateway Bridge.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item and advised the Board that Cameron County was requesting additional Scope to the Study.

Director Esparza moved to approve the Amendment to the Interlocal Agreement between Cameron County Regional Mobility Authority regarding a Traffic Circulation study at the Gateway Bridge. The motion was seconded by Director Garza and carried unanimously.

The Agreement is as follows:

4-L Consideration and Approval of Depository Agreement between Cameron County Regional Mobility Authority and Texas Regional Bank.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item and explained the Contract to the Board.

Director Villegas moved to approve the Depository Agreement between the Cameron County Regional Mobility Authority and Texas Regional Bank. The motion was seconded by Secretary Nelson and carried as follows:

NOTE: Vice Chair Scaief, Director Villarreal, Director Esparza and Director Garza abstained on the item and submitted an Affidavit.

AYE: Chairman Parker, Secretary Nelson and Director Villegas.

NAY: None.

ABSTAINED: Vice Chair Scaief, Director Villarreal, Director Esparza and Director Garza.

The Agreement is as follows:

4-M Consideration and Approval of a Resolution designating Texas Regional Bank as the Bank Depository and Authorizing CCRMA Officers to act on behalf of the CCRMA.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the reason for the Resolution with the Board.

Secretary Nelson moved to approve the Resolution designating Texas Regional Bank as the Bank Depository and Authorizing CCRMA Officers to act on behalf of the CCRMA. The motion was seconded by Director Villegas and carried as follows:

NOTE: Vice Chair Scaief, Director Villarreal, Director Esparza and Director Garza abstained on the item and submitted an Affidavit.

AYE: Chairman Parker, Secretary Nelson and Director Villegas.

NAY: None.

ABSTAINED: Vice Chair Scaief, Director Villarreal, Director Esparza and Director Garza.

The Resolution is as follows:

ADJOURNMENT

There being no further business to come before the Board and upon motion by Vice Chair Scaief and seconded by Director Garza and carried unanimously the meeting was **ADJOURNED** at 12:37 P.M.

=====

APPROVED this 19th day of March 2020.



CHAIRMAN FRANK PARKER, JR.

ATTESTED: 

ARTURO A. NELSON, SECRETARY



FILED FOR RECORD
AT _____ O'CLOCK _____ M

IMPROVING MORE THAN JUST ROADS

FEB 18 2020

SYLVIA GARZA-PEREZ
CAMERON COUNTY CLERK

DOC No _____
By AG Deputy

POSTED ON WEB
February 18, 2020
at 8:46 A.M.

AGENDA

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

3470 Carmen Avenue, Suite 5

Rancho Viejo, Texas 78575

February 21, 2020

12:00 Noon

PUBLIC COMMENTS:

1. Public Comments.

PRESENTATIONS:

2. Presentation of CCRMA Project Status.

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:

January 31, 2019 – Regular Meeting.

ITEMS FOR DISCUSSION AND ACTION:

4. Action Items.

- A. Acknowledgement of Claims.

- B. Approval of Claims.

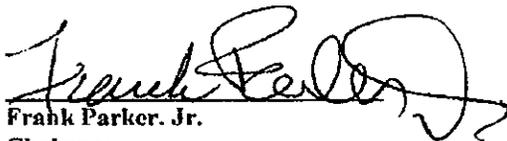
- C. Consideration and Approval of the Financial Statements and Budget Amendments for the month of December 2019.

- D. Consideration and Approval of an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding Legislative and State Agency Coordination.

- E. Consideration and Approval of an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding a Mountain Bike Trail Project at the Pedro "Pet" Benavides Park.
- F. Consideration and Approval of an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding an Administration Building, Maintenance Warehouse, Registration Office and Toll Gantry/Toll Booths at Isla Blanca Park.
- G. Consideration and Approval of Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding improvements at the Cameron County/Port Isabel Airport.
- H. Consideration and Approval of an Interlocal Agreement between the Cameron County Regional Mobility Authority and the City of Brownsville regarding Dana Road Project.
- I. Consideration and Approval of an Interlocal Agreement between the Cameron County Regional Mobility Authority and the Cameron County regarding Dana Road Project.
- J. Consideration and Approval of a Professional Services Agreement between the Cameron County Regional Mobility Authority and JWH & Associates, Inc.
- K. Consideration and Approval of an Amendment to the Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding a Traffic Circulation study at the Gateway Bridge.
- L. Consideration and Approval of Depository Agreement between Cameron County Regional Mobility Authority and Texas Regional Bank.
- M. Consideration and Approval of a Resolution designating Texas Regional Bank as the Bank Depository and Authorizing CCRMA Officers to act on behalf of the CCRMA.

ADJOURNMENT:

Signed this 18th day of February 2020.


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.

2-A PRESENTATION OF CCRMA PROJECTS.

4-A ACKNOWLEDGEMENT OF CLAIMS.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
 Claims for Acknowledgement February 14, 2020



100-Operations

| Vendor Name | Invoice Number | Cash Required | Invoice/Credit Description | PROJ Title | Transfer Funds | Funding Source | Bank Account |
|------------------------------|----------------|-----------------|------------------------------|-------------------|----------------|----------------|--------------|
| Dell Financial Services LLC | 80207604M | \$ 5,726.89 | Dell Computer Lease | Indirect | Y | Local | Ope |
| PEDRO SEPULVEDA JR. | PSJ 2.11.20 | 662.50 | Executive Director Travel to | Indirect | Y | Local | Ope |
| Sanchez, Whittington, & Wood | 84927 | 317.50 | Professional Services East | SH 32 (East Loop) | Y | Local | Ope |
| Toshiba Financial Services | 34836016 | 311.23 | Admin Printer | Indirect | Y | Local | Ope |
| Total Operations | | <u>7,018.12</u> | | | | | |

525 - Tolls

| Vendor Name | Invoice Number | Cash Required | Invoice/Credit Description | PROJ Title | Transfer Funds | Funding Source | Bank Account |
|-----------------------------|----------------|---------------------|-----------------------------------|------------|----------------|----------------|--------------|
| Dell Financial Services LLC | 80207604M | \$ 4,550.00 | Dell Computer Lease | Indirect | Y | Local | Tolls |
| Matus Contractor Company | 000162 | 6,000.00 | SH550 Maintenance | Indirect | Y | Local | Tolls |
| Megashine Cleaning LLC | 1457 | 1,190.00 | Janitorial Services Tolls / Admin | Indirect | Y | Local | Tolls |
| Total Tolls | | <u>11,740.00</u> | | | | | |
| Operations | | \$ 7,018.12 | | | | | |
| Tolls | | 11,740.00 | | | | | |
| Total Transfer | | <u>\$ 18,758.12</u> | | | | | |



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims for Acknowledgement February 11, 2020

100-Operations

| Vendor Name | Invoice Number | Cash Required | Invoice/Credit Description | PROJ Title | Transfer Funds | Funding Source | Bank Account |
|-------------------------|-----------------------|----------------------|--|--------------------|-----------------------|-----------------------|---------------------|
| AGC | February 2020 | 4,060.00 | Admin Rent for February 2020 | Indirect | Y | Local | Ope |
| Burton McCumber & L | 101129152 | 4,499.98 | Financial Audit Final Pmt FY2019 | Indirect | Y | Local | Ope |
| Culligan | Culligan Feb 2 | 55.89 | Drinking water utilities | Indirect | Y | Local | Ope |
| David Anthony Garza | 105 | 8,126.92 | Consulting Services for Jan 2020 | Indirect | Y | Local | Ope |
| Emp Ericka Trevino | ET 02.7.2020 | 99.81 | Accountant/HR travel reimbursement for | Indirect | Y | Local | Ope |
| Lone Star Shredding | 1956375 | 112.50 | Trash Services Jan 2020 | Indirect | Y | Local | Ope |
| MPC Studios, Inc | 28615 | 125.00 | Web Hosting and Maintenance for Feb. | Indirect | Y | Local | Ope |
| PEDRO SEPULVEDA PSJ | 1.17.2020 | 2,345.09 | Executive Director travel reimbursement fro IBWC Meeting Jan | Indirect | Y | Local | Ope |
| PEDRO SEPULVEDA PSJ | 1.30.2020 | 1,034.17 | Executive Director travel reimb foTTC Meeting | Indirect | Y | Local | Ope |
| Republic Services | 0863-0017704: | 5.69 | Trash services increase adjustment | Indirect | Y | Local | Ope |
| Ruben Ibanez | RI 1.30.20 | 426.87 | Toll Syst. and Maint Support travel reimbursement | CC - International | Y | Local | Ope |
| Staples Credit | Staples Jan 20: | 171.66 | Office supplies-W2 and 1099 forms and print for Audit Report | Indirect | Y | Local | Ope |
| Superior Alarms | 708279 | 75.00 | Alarm services for admin offices | Indirect | Y | Local | Ope |
| The Rentrfro Law Fir | 287 | 2,760.00 | Monthly Legal Services for Jan 2020 | Indirect | Y | Local | Ope |
| Total Operations | | <u>23,898.58</u> | | | | | |

525 - Tolls

| Vendor Name | Invoice Number | Cash Required | Invoice/Credit Description | PROJ Title | Transfer Funds | Funding Source | Bank Account |
|---------------------|-----------------------|----------------------|---|----------------------------|-----------------------|-----------------------|---------------------|
| Culligan | Culligan Feb 2 | 45.00 | Drinking water utilities | Indirect | Y | Local | Tolls |
| Duncan Solutions | DS000000530 | 531.44 | DMV Record Jan 2020 | Indirect | Y | Local | Tolls |
| Emp Selina Sema | SS 12.20.19 | 18.81 | CSR travel reimbursement for mail drop off Nov and Dec | Indirect | Y | Local | Tolls |
| Fagan Consulting | CCOS2001 | 368.16 | Toll Operations Support Jan 2020 | Indirect | Y | Local | Tolls |
| LexisNexis | 1546392-2020 | 103.81 | Pre-court program services for Jan 2020 | Indirect | Y | Local | Tolls |
| PAM | PAM 1.21.20 | 135.00 | Toll Collection from customer Teresa Salazar | Indirect | Y | Local | Tolls |
| PAM | PAM 1.21.202 | 75.30 | Toll Collection Pmt from customer Transamerica Freight CO | Indirect | Y | Local | Tolls |
| PAM | PAM 1.22.20 | 678.74 | Toll collection from customer Gloria | Indirect | Y | Local | Tolls |
| PUB | PUB 600710-J | 244.76 | Utilities for SH550-DC Jan 2020 | Direct Connector s - SH550 | Y | Local | Tolls |
| Ruben Ibanez | RI 1.30.20 | 259.98 | Toll Syst. and Maint Support travel | Indirect | Y | Local | Tolls |
| Tecsidel SA | 120 | 2,500.00 | Toll Collection System for Pharr for Jan 2020 | Pharr-Reynosa Intl | Y | Local | Tolls |
| The Rentrfo Law Fir | 287 | 960.00 | Monthly Legal Services for Jan 2020 | Indirect | Y | Local | Tolls |
| Verizon Wireless | 9846946863 | <u>91.97</u> | Phone and hotspot | Indirect | Y | Local | Tolls |
| Total Tolls | | <u>6,012.97</u> | | | | | |
| | Operations | \$23,898.58 | | | | | |
| | Tolls | <u>6,012.97</u> | | | | | |
| | Total Transfer | <u>\$29,911.55</u> | | | | | |



AMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims for Acknowledgement February 3, 2020

100-Operations

| <u>Vendor Name</u> | <u>Invoice Number</u> | <u>Cash Required</u> | <u>Invoice/Credit Description</u> | <u>PROJ Title</u> | <u>Transfer Funds</u> | <u>Funding Source</u> | <u>Bank Account</u> |
|--|-----------------------|----------------------|---|-------------------|-----------------------|-----------------------|---------------------|
| Aflac | 066037 | \$ 235.82 | Employee Supplemental | Indirect | Y | Local | Ope |
| American Express | AMEX Jan 2020 | 4,953.14 | Office Supplies | Indirect | Y | Local | Ope |
| Border Trade | 2020-105 | 5,000.00 | Bronze Patron | Indirect | Y | Local | Ope |
| Gexa Energy, LP | 29718407 | 44.14 | Ste 6 and Tolls Jan | Indirect | Y | Local | Ope |
| Gexa Energy, LP | 29721210 | 210.72 | Admin Ste 4 and 3 | Indirect | Y | Local | Ope |
| Gexa Energy, LP | 29721844 | 201.30 | Admin Ste 5 and 7 Jan | Indirect | Y | Local | Ope |
| Ruben Ibanez | RI 01.16.2020 | 645.29 | Toll System and Maint. Support | CC - Los Indios | Y | Local | Ope |
| South Padre Island Chamber of Commerce | 43-2020-2 | 95.00 | Ad artwork invoiced and paid by SPI Toucan Graphics | Indirect | Y | Local | Ope |
| Staples Business Credit | Staples Buss. J | 106.08 | Office Supplies Purchase from Staples | Indirect | Y | Local | Ope |
| AIM Media Texas | 40016751-1219 | 1,290.46 | Bank Depository Bid | Indirect | Y | Local | Ope |
| TML Health | 1212002A | 6,737.84 | Employee Health | Indirect | Y | Local | Ope |
| Valley Municipal | VMUD Dec '19 | 35.68 | Water Utilities for | Indirect | Y | Local | Ope |
| Valley Municipal | VMUD Dec '19 | 34.17 | Water Utilities for | Indirect | Y | Local | Ope |
| Valley Municipal | VMUD Dec '19 | 34.55 | Water Utilities for | Indirect | Y | Local | Ope |
| Valley Municipal | VMUD Dec '19 | 35.31 | Water Utilities for | Indirect | Y | Local | Ope |
| Valley Municipal Utility District | VMUD Dec '19 | 36.43 | Water Utilities for Admin Stes | Indirect | Y | Local | Ope |
| Total Operations | | <u>19,695.93</u> | | | | | |

525 - Tolls

| <u>Vendor Name</u> | <u>Invoice Number</u> | <u>Cash Required</u> | <u>Invoice/Credit Description</u> | <u>PROJ Title</u> | <u>Transfer Funds</u> | <u>Funding Source</u> | <u>Bank Account</u> |
|-----------------------------|-----------------------|----------------------|--|-------------------|-----------------------|-----------------------|---------------------|
| American Express | AMEX Jan 20 | \$ 4,263.37 | Office Supplies | Indirect | Y | Local | Tolls |
| Robert Slaid | RS 1.27.20 | 10.44 | CSR Mail Droff Off | Indirect | Y | Local | Tolls |
| Gexa Energy, LP | 29718407 | 315.16 | Ste 6 and Tolls Jan | Indirect | Y | Local | Tolls |
| Gexa Energy, LP | 29734720 | 231.41 | SH 550 Jan 2019 | Direct | Y | Local | Tolls |
| Gexa Energy, LP | 29734847 | 616.21 | SH550 utilities for Jan | Direct | Y | Local | Tolls |
| Kapsch | 486020SI0178 | 14,274.00 | Toll System | Indirect | Y | Local | Tolls |
| TrafficCom USA, Kapsch | 486020SI0163 | 14,274.00 | Maintenance Support Tolls System | Indirect | Y | Local | Tolls |
| TrafficCom USA, Inc | | | Maintenance Support Nov 2019 | | | | |
| Prisciliano | 10707 | 200.00 | Lawn Care | Indirect | Y | Local | Tolls |
| Public Utilities | PUB Dec'19-5: | 220.29 | SH550 Utilities for | Port Spur | Y | Local | Tolls |
| Ruben Ibanez | RI 01.16.2020 | 182.33 | Toll System and Maint. Support | Indirect | Y | Local | Tolls |
| Staples Business Credit | Staples Buss. J | 106.08 | Office Supplies Purchase from Staples | Indirect | Y | Local | Tolls |
| Telemessage, INC | 20200117-1020 | 1,188.00 | Message credits up to 5000 a month for 12 | Indirect | Y | Local | Tolls |
| TML Health | 1212002A | 5,976.50 | Employee Health | Indirect | Y | Local | Tolls |
| Toshiba America Business | 1954446 | 12.50 | Toner shipping charges | Indirect | Y | Local | Tolls |
| Valley Municipal | VMUD Dec '19 | 46.61 | Water Utilities for | Indirect | Y | Local | Tolls |
| Total Tolls | | <u>41,916.90</u> | | | | | |

| | |
|-----------------------|---------------------------|
| Operations | \$19,695.93 |
| Tolls | <u>41,916.90</u> |
| Total Transfer | <u><u>\$61,612.83</u></u> |

4-B APPROVAL OF CLAIMS



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
BOD Claims February 21, 2020

4B

525 Tolls - Interlocal Agreement

| <u>Vendor Name</u> | <u>Invoice Number</u> | <u>Cash Required</u> | <u>Invoice/Credit Description</u> | <u>PROJ Title</u> | <u>Transfer Funds</u> | <u>Funding Source</u> | <u>Bank Account</u> |
|-----------------------------------|-----------------------|----------------------|--|------------------------------------|-----------------------|-----------------------|---------------------|
| TollPlus LLC | 020008 | \$ 6,303.75 | Toll Plus January 2020 Maintenance and Support | Pharr-Reynosa International Bridge | Y | Local | Tolls |
| Total Interlocal Agreement | | <u>\$ 6,303.75</u> | | | | | |

525 Tolls

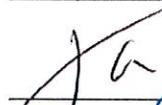
| <u>Vendor Name</u> | <u>Invoice Number</u> | <u>Cash Required</u> | <u>Invoice/Credit Description</u> | <u>PROJ Title</u> | <u>Transfer Funds</u> | <u>Funding Source</u> | <u>Bank Account</u> |
|--------------------|-----------------------|----------------------|--|-------------------|-----------------------|-----------------------|---------------------|
| TollPlus LLC | 020008 | \$ 15,271.91 | Toll Plus January 2020 Maintenance and Support | Indirect | Y | Local | Tolls |
| Total Tolls | | <u>\$ 15,271.91</u> | | | | | |

Reviewed by:

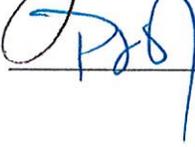
Victor J. Barron,
Controller



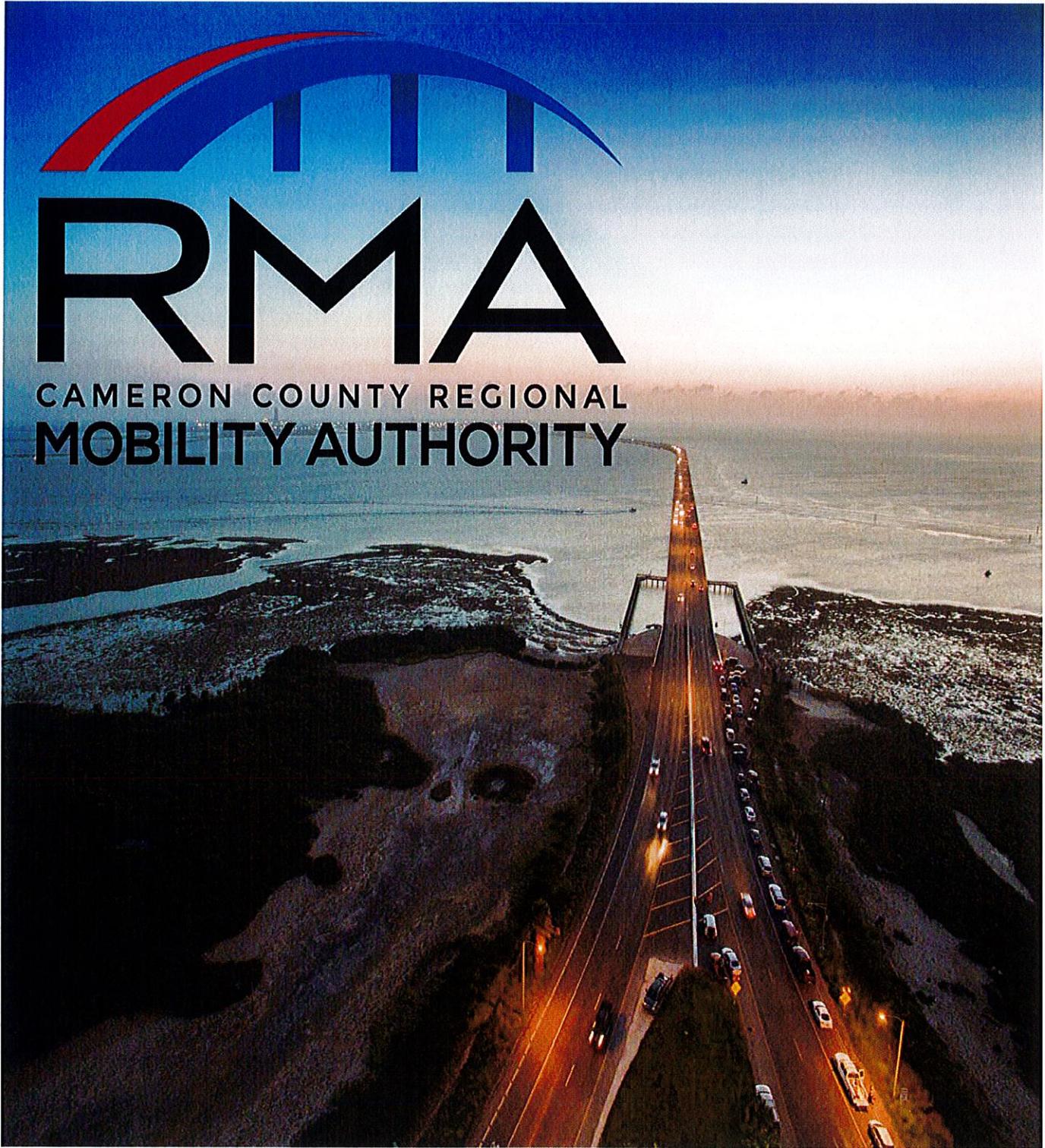
Jesus Adrian Rincones,
CPA Chief Financial
Officer



Pete Sepulveda Jr,
Executive Director



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



DECEMBER 2019 FINANCIAL REPORT

PETE SEPULVEDA, JR., EXECUTIVE DIRECTOR

JESUS A. RINCONES, CPA, CHIEF FINANCIAL OFFICER



CCRMA MONTHLY FINANCIAL

TABLE OF CONTENTS

REVENUES & EXPENSES

ADMINISTRATIVE REVENUES AND EXPENSES 1
TOLL OPERATIONS REVENUES AND EXPENSES - CASH 2
COMBINED REVENUES AND EXPENSES 3
STATEMENT OF REVENUES AND EXPENDITURES - MONTHLY PROJECTS 4

FINANCIALS

BALANCE SHEET 5
STATEMENT OF CASH FLOW 6

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Revenues and Expenditures - Monthly R&E - Unposted Transactions Included In
Report From 12/1/2019 Through 12/31/2019
(In Whole Numbers)

| | Current Period Actual | Current Year Actual | YTD Budget - Original | YTD Budget Variance - Original | Prior Year Actual |
|-------------------------------|--------------------------|------------------------|--------------------------|--------------------------------------|----------------------|
| Operating Revenues | | | | | |
| Vehicle registration fees | 252,640 | 719,124 | 3,250,000 | (2,530,876) | 703,400 |
| Interlocal agreement revenues | 18,000 | 54,000 | 120,000 | (66,000) | (2,825) |
| Total Operating Revenues | <u>270,640</u> | <u>773,124</u> | <u>3,370,000</u> | <u>(2,596,876)</u> | <u>700,575</u> |
| Operating Expenses | | | | | |
| Personnel costs | 133,406 | 285,565 | 846,528 | 560,963 | 219,079 |
| Professional services | 20,702 | 81,451 | 306,642 | 225,191 | 50,158 |
| Contractual services | 3,437 | 6,642 | 110,000 | 103,358 | 8,424 |
| Advertising & marketing | 1,415 | 4,040 | 18,500 | 14,460 | 1,246 |
| Data processing | 411 | 1,953 | 10,000 | 8,047 | 979 |
| Dues & memberships | 495 | 2,415 | 20,000 | 17,585 | 915 |
| Education & training | 545 | 920 | 10,000 | 9,080 | 3,568 |
| Fiscal agent fees | 2,500 | 4,670 | 50,000 | 45,330 | 4,720 |
| Insurance | 0 | 0 | 5,000 | 5,000 | 511 |
| Maintenance & repairs | 0 | 69 | 10,000 | 9,931 | 1,110 |
| Office supplies | 3,987 | 5,212 | 22,500 | 17,288 | 7,054 |
| Rent | 4,060 | 12,802 | 62,420 | 49,618 | 13,554 |
| Travel | 1,566 | 8,102 | 30,000 | 21,898 | 7,201 |
| Utilities | 836 | 2,854 | 12,000 | 9,146 | 3,243 |
| Total Operating Expenses | <u>173,359</u> | <u>416,697</u> | <u>1,513,590</u> | <u>1,096,893</u> | <u>321,761</u> |
| Total Operating Income (Loss) | <u>97,281</u> | <u>356,427</u> | <u>1,856,410</u> | <u>(1,499,983)</u> | <u>378,814</u> |
| Non Operating Revenues | | | | | |
| Grant revenues | 0 | 0 | 0 | 0 | 361,550 |
| Interest income | 5,447 | 23,027 | 68,200 | (45,173) | 11,006 |
| Total Non Operating Revenues | <u>5,447</u> | <u>23,027</u> | <u>68,200</u> | <u>(45,173)</u> | <u>372,556</u> |
| Non Operating Expenses | | | | | |
| Debt interest | 0 | 0 | 1,799,750 | 1,799,750 | 0 |
| Debt interest-LOC | 0 | 0 | 25,500 | 25,500 | 3,554 |
| Total Non Operating Expenses | <u>0</u> | <u>0</u> | <u>1,825,250</u> | <u>1,825,250</u> | <u>3,554</u> |
| Total Changes in Net Position | <u>102,727</u> | <u>379,454</u> | <u>99,360</u> | <u>280,095</u> | <u>747,816</u> |

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Toll Operations Revenues & Expenses - Cash - Toll Operations Revenues & Expenditures - Cash - Unposted Transactions Included In Report
 From 12/1/2019 Through 12/31/2019
 (In Whole Numbers)

| | Current Period Actual | Current Year Actual | Annual Budget - Original | Annual Budget Variance - Original | Prior Year Actual |
|-----------------------------------|--------------------------|------------------------|--------------------------------|--|----------------------|
| | <u> </u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| Toll Operating Revenues | | | | | |
| TPS Revenues | 148,589 | 502,700 | 1,900,000 | (1,397,300) | 516,134 |
| Interop Revenues | | | | | |
| Interop revenues | 65,530 | 202,599 | 700,000 | (497,401) | 157,627 |
| Bridge interoperability | 43,207 | 136,687 | 525,000 | (388,313) | 62,188 |
| Total Interop Revenues | 108,737 | 339,286 | 1,225,000 | (885,714) | 219,815 |
| Other Toll Revenues | | | | | |
| Interlocal agreement revenues | 11,825 | 35,326 | 136,000 | (100,674) | 11,141 |
| Total Other Toll Revenues | 11,825 | 35,326 | 136,000 | (100,674) | 11,141 |
| Total Toll Operating Revenues | <u>269,150</u> | <u>877,313</u> | <u>3,261,000</u> | <u>(2,383,687)</u> | <u>747,090</u> |
| Toll Operating Expenses | | | | | |
| Personnel costs | 59,543 | 163,757 | 909,077 | 745,320 | 153,499 |
| Transaction processing costs | 13,694 | 86,067 | 411,500 | 325,433 | 85,714 |
| Toll system maintenance/IT | 6,518 | 62,961 | 350,000 | 287,039 | 53,568 |
| Roadside maintenace | 32,494 | 100,364 | 500,485 | 400,121 | 97,276 |
| CSC indirect/overhead costs | 5,088 | 65,126 | 225,550 | 160,424 | 26,016 |
| Total Toll Operating Expenses | <u>117,338</u> | <u>478,275</u> | <u>2,396,612</u> | <u>1,918,337</u> | <u>416,072</u> |
| Total Operating Income (Loss) | <u>151,812</u> | <u>399,038</u> | <u>864,388</u> | <u>(465,350)</u> | <u>331,018</u> |
| Non Operating Revenues | | | | | |
| Pass through grant revenues | 0 | 0 | 1,385,000 | (1,385,000) | 0 |
| Total Non Operating Revenues | <u>0</u> | <u>0</u> | <u>1,385,000</u> | <u>(1,385,000)</u> | <u>0</u> |
| Non Operating Expenses | | | | | |
| Debt interest | 0 | 0 | 2,249,388 | 2,249,388 | 0 |
| Total Non Operating Expenses | <u>0</u> | <u>0</u> | <u>2,249,388</u> | <u>2,249,388</u> | <u>0</u> |
| Changes in Net Position | <u>151,812</u> | <u>399,038</u> | <u>(0)</u> | <u>399,038</u> | <u>331,018</u> |

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Combined Statement of Revenues and Expenses - Unposted Transactions Included In Report
From 12/1/2019 Through 12/31/2019
(In Whole Numbers)

| | Current Period Actual | Current Year Actual | Annual Budget - Original | Annual Budget Variance - Original | Prior Year Actual |
|----------------------------------|--------------------------|------------------------|-----------------------------|---|----------------------|
| Operating Revenues | | | | | |
| Vehicle registration fees | 252,640 | 719,124 | 3,250,000 | (2,530,876) | 703,400 |
| Interlocal Agreement Revenue | 29,825 | 89,326 | 256,000 | (166,674) | 8,316 |
| Toll revenues | <u>257,326</u> | <u>841,986</u> | <u>3,125,000</u> | <u>(2,283,014)</u> | <u>735,949</u> |
| Total Operating Revenues | <u>539,790</u> | <u>1,650,437</u> | <u>6,631,000</u> | <u>(4,980,563)</u> | <u>1,447,665</u> |
| Operating Expenses | | | | | |
| Personnel costs | 192,950 | 449,323 | 1,755,606 | 1,306,283 | 372,577 |
| Accounting software and services | 402 | 1,331 | 10,000 | 8,669 | 2,010 |
| Professional services | 20,300 | 80,120 | 296,642 | 216,522 | 48,148 |
| Contractual services | 3,717 | 9,827 | 135,000 | 125,173 | 13,964 |
| Advertising & marketing | 1,415 | 37,842 | 78,500 | 40,658 | 8,980 |
| Data processing | 411 | 1,953 | 10,000 | 8,047 | 979 |
| Dues & memberships | 495 | 4,855 | 27,000 | 22,145 | 915 |
| Education & training | 545 | 920 | 20,000 | 19,080 | 3,767 |
| Fiscal agent fees | 2,500 | 4,670 | 50,000 | 45,330 | 4,720 |
| Insurance | 3,516 | 19,807 | 80,485 | 60,678 | 16,446 |
| Maintenance & repairs | 2,387 | 5,399 | 40,000 | 34,601 | 5,892 |
| Office supplies | 5,517 | 52,113 | 214,500 | 162,387 | 54,372 |
| Road maintenance | 36,538 | 148,721 | 755,000 | 606,279 | 128,755 |
| Rent | 4,338 | 22,245 | 106,970 | 84,725 | 17,420 |
| Toll services | 9,065 | 29,252 | 226,500 | 197,248 | 34,252 |
| Travel | 2,179 | 13,433 | 42,000 | 28,567 | 9,324 |
| Utilities | 4,424 | 13,160 | 62,000 | 48,840 | 15,312 |
| Total Operating Expenses | <u>290,698</u> | <u>894,972</u> | <u>3,910,203</u> | <u>3,015,231</u> | <u>737,833</u> |
| Net Change from Operations | <u>249,093</u> | <u>755,465</u> | <u>2,720,797</u> | <u>(1,965,333)</u> | <u>709,832</u> |
| Non Operating Revenue | | | | | |
| Grant revenues | 0 | 0 | 0 | 0 | 361,550 |
| Pass through grant revenues | 0 | 0 | 1,385,000 | (1,385,000) | 0 |
| Interest income | <u>5,447</u> | <u>23,027</u> | <u>68,200</u> | <u>(45,173)</u> | <u>11,006</u> |
| Total Non Operating Revenue | <u>5,447</u> | <u>23,027</u> | <u>1,453,200</u> | <u>(1,430,173)</u> | <u>372,556</u> |
| Non Operating Expenses | | | | | |
| Bond Debt Expense | 0 | 0 | 4,048,688 | 4,048,688 | 0 |
| Debt Interest - LOC | <u>0</u> | <u>0</u> | <u>25,950</u> | <u>25,950</u> | <u>3,554</u> |
| Total Non Operating Expenses | <u>0</u> | <u>0</u> | <u>4,074,638</u> | <u>4,074,638</u> | <u>3,554</u> |
| Changes in Net Position | <u>254,539</u> | <u>778,492</u> | <u>99,359</u> | <u>679,133</u> | <u>1,078,834</u> |

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Balance Sheet
As of 12/31/2019
(In Whole Numbers)

| | <u>Current Year</u> |
|--|---------------------------|
| ASSETS | |
| Current Assets: | |
| Cash and cash equivalents | 4,121,919 |
| Restricted cash accounts - debt service | 6,748,702 |
| Accounts receivable, net | 2,728,394 |
| Accounts receivable - other agencies | 1,208,876 |
| Total Current Assets: | <u>14,807,891</u> |
| Non Current Assets: | |
| Capital assets, net | 102,369,990 |
| Capital projects in progress | 22,743,234 |
| Unamortized bond prepaid costs | 104,532 |
| Net pension asset | 5,150 |
| Total Non Current Assets: | <u>125,222,906</u> |
| Deferred Outflow of Resources | |
| Deferred outflows related to bond refunding | 193,715 |
| Deferred outflow related to pension | 168,350 |
| Total Deferred Outflow of Resources | <u>362,065</u> |
| Total ASSETS | <u><u>140,392,861</u></u> |
| LIABILITIES | |
| Current Liabilities | |
| Accounts payable | 247,846 |
| Accrued expenses | 392,262 |
| Deferred revenue | 39,075 |
| Total Current Liabilities | <u>679,183</u> |
| Non Current Liabilities | |
| Due to other agencies | 16,184,188 |
| Long term bond payable | 76,418,371 |
| Total Non Current Liabilities | <u>92,602,558</u> |
| Deferred Inflows of Resources | |
| Deferred inflows related to pension | 11,943 |
| Total LIABILITIES | <u>93,293,684</u> |
| NET POSITION | |
| Beginning net position | |
| | 45,105,290 |
| Total Beginning net position | <u>45,105,290</u> |
| Changes in net position | |
| | 1,993,887 |
| Total Changes in net position | <u>1,993,887</u> |
| Total NET POSITION | <u>47,099,177</u> |
| TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION | <u><u>140,392,861</u></u> |

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Statement of Revenues and Expenditures - Monthly Project R&E
From 12/1/2019 Through 12/31/2019
(In Whole Numbers)

| | Current Period Actual | Current Year Actual |
|---|--------------------------|---------------------|
| Non Operating Revenues | | |
| Project revenues | | |
| Indiana Road - COB | 0 | 62,500 |
| CC- Veterans Bridge | 43,362 | 151,129 |
| CC - Parks Circulation Study | 0 | 11,628 |
| CC - Bridge Maintenance Projects | 3,048 | 126,613 |
| CC - Gateway Bridge | 0 | 155 |
| CC - Los Indios LPOE Bldg & Lot Modification | 0 | 5,373 |
| CC - International Bridge | 0 | 223,500 |
| CC - Parks | 179,993 | 359,985 |
| Total Project revenues | 226,402 | 940,883 |
| Total Non Operating Revenues | 226,402 | 940,883 |
| Non Operating Expenses | | |
| Project expenses | | |
| West Blvd. Project | 150,000 | 150,000 |
| FM 509 | 0 | 449 |
| CC- Veterans Bridge | 43,362 | 43,362 |
| CC - Old ALice Road | 0 | 475 |
| CC - Bridge Maintenance Projects | 3,048 | 126,613 |
| CC - Gateway Bridge | 0 | 155 |
| CC - Parks Traffic Circulation Study | 0 | 11,628 |
| CC - Los Indios LPOE Bldg & Lot Modification | 0 | 5,373 |
| CC - International Bridge | 0 | 101,165 |
| CC - Parks | 0 | 108,517 |
| Total Project expenses | 196,410 | 547,737 |
| Total Non Operating Expenses | 196,410 | 547,737 |
| Total Changes in Net Position | 29,993 | 393,146 |

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Statement of Cash Flows
As of 12/31/2019
(In Whole Numbers)

| | Current Period | Current Year |
|--|----------------|--------------|
| Cash Flows from Operating Activities | | |
| Receipts from Vehicle Registration Fees | 0 | 223,620 |
| Receipts from MSB/Interop Toll revenues | 135,082 | 409,050 |
| Receipts from TPS Toll Revenues | 138,544 | 477,095 |
| Receipts from Other Operating Revenues | 29,825 | 89,326 |
| Payments to Vendors | (524,908) | (1,057,357) |
| Payments to Employees | (191,641) | (468,392) |
| Total Cash Flows from Operating Activities | (413,099) | (326,657) |
| Cash Flows from Capital and Related Financing Activities | | |
| Acquisitions of Construction in Progress | (165,461) | (1,046,488) |
| Proceeds related to Redevelopment Assets | 71,342 | 141,731 |
| Interlocal project proceeds | 226,402 | 940,883 |
| Total Cash Flows from Capital and Related Financing Activities | 132,283 | 36,127 |
| Cash Flows from Investing Activities | | |
| Receipts from Interest Income | 5,447 | 23,027 |
| Total Cash Flows from Investing Activities | 5,447 | 23,027 |
| Beginning Cash & Cash Equivalents | 11,145,989 | 11,138,124 |
| Ending Cash & Cash Equivalents | 10,870,621 | 10,870,621 |

**4-D CONSIDERATION AND APPROVAL OF AN INTERLOCAL AGREEMENT
BETWEEN CAMERON COUNTY AND THE CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY REGARDING LEGISLATIVE AND
STATE AGENCY COORDINATION.**

STATE OF TEXAS

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Contract No. 2020C02063

COUNTY OF CAMERON

INTERLOCAL AGREEMENT BETWEEN
CAMERON COUNTY AND CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

This Interlocal Agreement is entered into between the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, hereinafter referred to as "CCRMA" and the COUNTY OF CAMERON, TEXAS, hereinafter referred to as "County" pursuant to V.T.C.A., Government Code, Chapter 791, cited as the Interlocal Cooperation Act.

1. LOCATION OF PROJECT: Cameron County, Texas.
2. PROJECT TO BE COMPLETED: Pursuant to TEX. LOCAL GOV'T CODE § 791.025, to the extent applicable, Cameron County will utilize the CCRMA's Consultant, Pathfinders Public Affairs to assist with legislative issues as well as assistance with issues with state agencies. Consultant will assist County with any legislative or project issues that may arise on any Cameron County project. Consultant will report directly to County for any issues associated with the County.
3. The cost of the services and the amount of this Interlocal Agreement is \$54,000, which will be paid by Cameron County. The funds to be paid by Cameron County will be paid from current revenues of Cameron County. Cameron County will receive monthly reports from the CCRMA's Consultant.
4. The rules, regulations and orders of the CCRMA shall govern this Interlocal Agreement and the parties agree that the CCRMA shall supervise the performance of this Interlocal Agreement. It is also agreed that the CCRMA has the authority to employ personnel to engage in other administrative services necessary to fulfill the terms of this Interlocal Agreement.
5. The Interlocal Agreement shall have no legal force or effect until such time as it is properly adopted and approved by the Cameron County Regional Mobility Authority Board of Directors and the Cameron County Commissioners Court. The Interlocal Agreement terminates on September 30, 2020, unless extended by action of both CCRMA and COUNTY.

EXECUTED ON February 18, 2020.

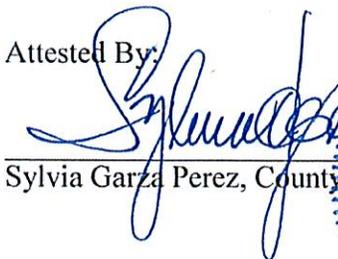


Eddie Treviño, Jr.
Cameron County Judge



Frank Parker, Jr., Chairman
Cameron County Regional Mobility Authority

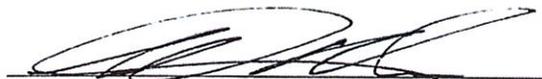
Attested By:



Sylvia Garza Perez, County Clerk



Attested By:



Arturo A. Nelson, RMA Secretary

**4-E CONSIDERATION AND APPROVAL OF AN INTERLOCAL AGREEMENT
BETWEEN CAMERON COUNTY AND THE CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY REGARDING A MOUNTAIN BIKE
TRAIL PROJECT AT THE PEDRO "PETE" BENAVIDES PARK.**

STATE OF TEXAS
COUNTY OF CAMERON

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Contract No. 2020C01008

INTERLOCAL AGREEMENT BETWEEN
CAMERON COUNTY AND CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

THIS AGREEMENT is entered into between the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, hereinafter referred to as "CCRMA", and the COUNTY OF CAMERON hereinafter referred to as "COUNTY" pursuant to V.T.C.A., Government Code Chapter 791, cited as the Interlocal Cooperation Act.

1. LOCATION OF PROJECT: Cameron County, Texas.
2. PROJECT TO BE COMPLETED: CCRMA will provide for the Cameron County Parks System design, engineering, architectural and construction management services for the following project: Mountain Bike Trail at the Pedro "Pete" Benavides County Park.
3. The funds for the above-mentioned work will be provided by the Cameron County Parks Department. CCRMA will perform the above-mentioned tasks. CCRMA will provide monthly status reports to the Cameron County Parks System Director.
4. Notwithstanding the foregoing, CCRMA will submit detailed Work Authorization(s) for consideration and approval by the Cameron County Commissioners Court prior to beginning any work. All invoices will be submitted by the CCRMA to COUNTY for COUNTY'S review, approval and payment.
5. Any monies paid by COUNTY will be paid from current revenues of Cameron County, specifically the Parks System, including park Grant funds. The CCRMA and COUNTY hereby find that the foregoing goods and services are reasonably required for the Cameron County Pedro "Pete" Benavides County Park and this Interlocal Agreement includes an agreement between the CCRMA and the County pursuant to TEX. GOV'T CODE § 791.025 to the extent applicable.
6. This Interlocal Agreement shall be for the duration of the construction of the Projects. This Interlocal Agreement may be terminated by either party without cause by giving thirty (30) days written notice to other party of its intent to terminate the Interlocal Agreement.
7. The rules, regulations and orders of CCRMA shall govern this agreement and the parties agree the CCRMA shall supervise the performance of this Interlocal Agreement. It is also agreed that the CCRMA has the authority to employ personnel to engage in other administrative services necessary to fulfill the terms of this agreement.
8. The agreement shall have no legal force or effect until such time as it is properly adopted and approved by the Cameron County Regional Mobility Authority Board of Directors and the Cameron County Commissioners Court.
9. All notices to Cameron County shall be sent by Certified or Registered Mail, addressed to:

Cameron County Judge Eddie Trevino, Jr.
Dancy Courthouse
1100 East Monroe Street
Brownsville, Texas 78521

All notices to the Cameron County Regional Mobility Authority shall be sent Certified or Registered Mail, addressed to:

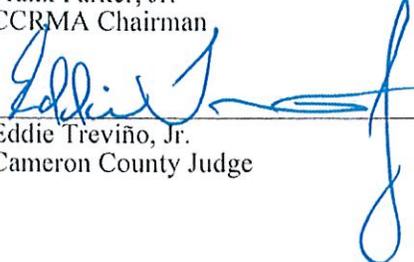
CCRMA Chairman Frank Parker, Jr.
3461 Carmen Avenue
Rancho Viejo, Texas 78575

EXECUTED ON THE 7TH DAY OF JANUARY 2020.

Attested by: 
Arturo A. Nelson, Secretary


Frank Parker, Jr.
CCRMA Chairman

Attested by: 
Sylvia Garza-Perez, County Clerk


Eddie Treviño, Jr.
Cameron County Judge



4-F CONSIDERATION AND APPROVAL OF AN INTERLOCAL AGREEMENT BETWEEN CAMERON COUNTY AND THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY REGARDING AN ADMINISTRATION BUILDING, MAINTENANCE WAREHOUSE, REGISTRATION OFFICE AND TOLL GANTRY/TOLL BOOTHS AT ISLA BLANCA PARK.

STATE OF TEXAS
COUNTY OF CAMERON

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Contract No. 2020C01007

INTERLOCAL AGREEMENT BETWEEN
CAMERON COUNTY AND CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

THIS AGREEMENT is entered into between the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, hereinafter referred to as "CCRMA", and the COUNTY OF CAMERON hereinafter referred to as "COUNTY" pursuant to V.T.C.A., Government Code Chapter 791, cited as the Interlocal Cooperation Act.

1. LOCATION OF PROJECT: Cameron County, Texas.
2. PROJECT TO BE COMPLETED: CCRMA will provide for the Cameron County Parks System design, engineering, architectural and construction management services for the following projects: Administration Building, Maintenance Warehouse, Registration Office and Toll Gantry/Toll Booths at Isla Blanca Park.
3. The funds for the above-mentioned work will be provided by the Cameron County Parks Department and Venue funds. CCRMA will perform the above-mentioned tasks. CCRMA will provide monthly status reports to the Cameron County Parks System Director.
4. Notwithstanding the foregoing, CCRMA will submit a detailed Work Authorization for consideration and approval by the Cameron County Commissioners Court prior to beginning any work. All invoices will be submitted to COUNTY by CCRMA for review, approval and payment.
5. Any monies paid by COUNTY will be paid from current revenues of Cameron County, specifically the Parks System Bond proceeds and Venue funds. The CCRMA and COUNTY hereby find that the foregoing goods and services are reasonably required for the Cameron County Parks System at Isla Blanca Park and this Interlocal Agreement includes an agreement between the CCRMA and the County pursuant to TEX. GOV'T CODE § 791.025 to the extent applicable.
6. This Interlocal Agreement shall be for the duration of the construction of the Projects. This Interlocal Agreement may be terminated by either party without cause by giving thirty (30) days written notice to other party of its intent to terminate the Interlocal Agreement.
7. The rules, regulations and orders of CCRMA shall govern this agreement and the parties agree the CCRMA shall supervise the performance of this Interlocal Agreement. It is also agreed that the CCRMA has the authority to employ personnel to engage in other administrative services necessary to fulfill the terms of this agreement.
8. The agreement shall have no legal force or effect until such time as it is properly adopted and approved by the Cameron County Regional Mobility Authority Board of Directors and the Cameron County Commissioners Court.
9. All notices to Cameron County shall be sent by Certified or Registered Mail, addressed to:

Cameron County Judge Eddie Trevino, Jr.
Dancy Courthouse
1100 East Monroe Street
Brownsville, Texas 78521

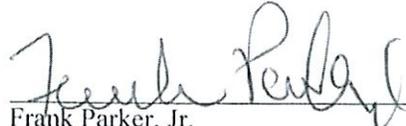
All notices to the Cameron County Regional Mobility Authority shall be sent Certified or Registered Mail, addressed to:

Frank Parker, Jr.
CCRMA Chairman
3461 Carmen Avenue

Rancho Viejo, Texas 78575

EXECUTED ON THE 7TH DAY OF JANUARY 2020.

Attested by: 
Arturo A. Nelson, Secretary


Frank Parker, Jr.
CCRMA Chairman

Attested by: 
Sylvia Garcia-Renteria, County Clerk


Eddie Treviño, Jr.
Cameron County Judge



**4-G CONSIDERATION AND APPROVAL OF INTERLOCAL AGREEMENT
BETWEEN CAMERON COUNTY AND THE CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY REGARDING IMPROVEMENTS
AT THE CAMERON COUNTY/PORT ISABEL AIRPORT.**

STATE OF TEXAS §
 §
COUNTY OF CAMERON §

INTERLOCAL AGREEMENT BETWEEN
CAMERON COUNTY AND CAMERON COUNTY REGIONAL MOBILITY
AUTHORITY

This Interlocal Agreement is made by and between the COUNTY OF CAMERON, TEXAS, hereinafter referred to as "County", and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, hereinafter referred to as "CCRMA", pursuant to V.T.C.A., Government Code and Chapter 791, cited as the Interlocal Cooperation Act.

1. LOCATION OF PROJECT: Cameron County, Texas
2. PURPOSE OF AGREEMENT AND PROJECT TO BE COMPLETED: To prepare an Environmental Document for a Project at the Cameron County Airport, Cameron County, Texas.
3. The funds for the above-mentioned work will be provided by the Texas Department of Transportation via Cameron County Airport System. CCRMA will develop a detailed scope of work and plan of action and submit to the Cameron County Commissioners Court for approval. Fees will not exceed \$25,000. Additionally, CCRMA will provide monthly status reports to the Cameron County Airport Director. Invoicing will be done on a monthly basis and will be submitted to the County's Airport Director.
4. Any monies paid by Cameron County will be paid from the current revenues of Cameron County, specifically the Airport System. A breakdown of the Fees will be prepared once the scope is defined and presented to the Cameron County Commissioners Court for consideration and approval.
5. The CCRMA and COUNTY hereby find that the foregoing goods and governmental functions and services are reasonably required for the Cameron County Airport and this Interlocal Agreement includes an agreement between the CCRMA and the County pursuant to TEX. GOV'T CODE § 791.025 to the extent applicable.
6. This Agreement shall be for one year, beginning on March 3, 2020 and terminating on March 2, 2021. This Agreement may be terminated by either party without cause by giving thirty (30) days written notice to other party of its intent to terminate the Agreement.
7. The rules, regulations and orders of CCRMA shall govern this Agreement and the parties agree the CCRMA shall supervise the performance of this Agreement. It is also agreed that the CCRMA has the authority to employ personnel to engage in

other Administrative Services necessary to fulfill the terms of this Agreement.

8. This Agreement shall have no legal force or effect until such time as it is properly adopted and approved by the CAMERON COUNTY COMMISSIONERS' COURT and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS.
9. All notices to Cameron County shall be sent by Certified or Registered Mail, addressed to:

Cameron County Judge Eddie Trevino, Jr.
Dancy Courthouse
1100 East Monroe Street
Brownsville, Texas 78521

All notices to the Cameron County Regional Mobility Authority shall be sent Certified or Registered Mail, addressed to:

Frank Parker, Jr.
CCRMA Chairman
3461 Carmen Avenue
Rancho Viejo, Texas 78575

Executed this 17th day of March, 2020.

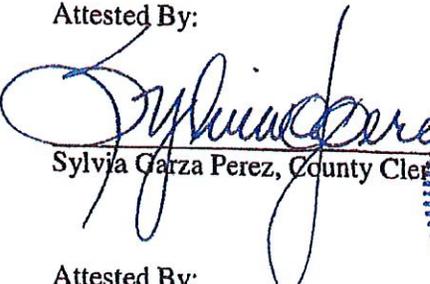


Eddie Trevino, Jr.
Cameron County Judge



Frank Parker, Jr., Chairman
Cameron County Regional Mobility Authority

Attested By:



Sylvia Garza Perez, County Clerk



Attested By:



Arturo A. Nelson, CCRMA Secretary

**4-H CONSIDERATION AND APPROVAL OF AN INTERLOCAL AGREEMENT
BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY
AUTHORITY AND THE CITY OF BROWNSVILLE REGARDING DANA
ROAD PROJECT.**

STATE OF TEXAS)
)
CAMERON COUNTY)

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is entered into and between 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, as the Project Sponsor, 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 has Category 7 funds for Construction at the Rio Grande Valley Metropolitan Planning Organization in addition to the local funds listed in this agreement being used to expedite project development.
2. PROJECT TO BE COMPLETED: To advance the Dana Road Project to a Ready-to-Let Status with TxDOT. Project Limits are from FM 3248 (Alton Gloor) to FM 802 /Ruben M. Torres Sr. Blvd.
3. CCRMA HEREBY AGREES TO:
 - a. Utilize one of the CCRMA's consultants to develop engineering/design plans, coordinate any ROW acquisition or utility adjustments, and conduct environmental studies, public involvement, and traffic studies.
 - b. 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. Conduct any public meetings or hearings required by TxDOT as part of the environmental process.
 - d. Provide monthly progress reports of activities to the CITY.
 - e. Provide for consultations with the environmental agencies.
 - f. Coordinate with TxDOT and the Regional MPO for any additional funding needed for future Engineering and Construction phases.
 - g. Locally let the project through the CCRMA utilizing CCRMA staff and consultants.
 - h. 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 as further outlined in Exhibit A.
4. CITY HEREBY AGREES TO:
 - a. To provide funding in the amount of \$300,000 for preliminary engineering activities further outlined in Exhibit A.
 - b. To provide funding for any local match for design, construction engineering, and construction required by TxDOT.
 - c. Sections 4(a) and 4(b) provide for obligations independent of any obligation of another local governmental entity.
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

Exhibit A

1. **Traffic Studies** – Traffic report to be developed according to TxDOT's, Transportation Planning & Programming standards, as well to comply with FHWA standards for road and project development.
2. **Environmental Document** – To include document that complies with TxDOT and NEPA standards for the development of Dana Road.
3. **Cultural Resources Reports (Historical & Archeological)** – Reports required for the development of the Environmental Document to TxDOT and NEPA standards.
4. **Preliminary Engineering:**
 - a. **Final Typical Section Development**
 - b. **Schematic Development** – 30%, 60%, 95%, and 100% of Preliminary Engineering Schematic for Roadway
 - c. **Geometric Design** – to be included within the Preliminary Engineering Schematic
 - d. **Preliminary Hyrdological Studies**
 - e. **Preliminary ROW & Utility Mapping**
 - f. **Preliminary Geotechnical Studies**
 - g. **Subsurface Utility Engineering Studies**
 - h. **Project Cost Estimates**
 - i. **Design Survey**
5. **Coordination**
 - a. **Meetings with Adjacent Property Owners**
 - b. **Public Meeting**
 - c. **Public Hearing**
 - d. **Meetings with Committee to develop conceptual alternatives**

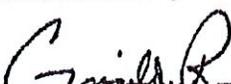
Cooperation Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to the Party.

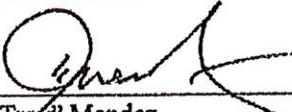
6. Any payment made by either party will be made from current revenues of the paying party.
7. This Interlocal Cooperation Agreement constitutes a one-time Agreement between the Parties and does not constitute a continuing Agreement for the CCRMA and CITY. The Interlocal Cooperation Agreement expires when the Projects are completed or a 30 day termination notice is given by either 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. It is also agreed that the CCRMA has the authority to employ personnel to engage in other administrative or governmental functions and services necessary to fulfill the terms of this Agreement.
9. The CCRMA and CITY hereby find that the foregoing goods and governmental functions and services are reasonably required for the Project and this Interlocal Agreement includes an agreement between the CCRMA and CITY pursuant to Tex. Gov't CODE Section 791.025 to the extent applicable.
10. 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 REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS and the CITY OF BROWNSVILLE CITY COMMISSION.

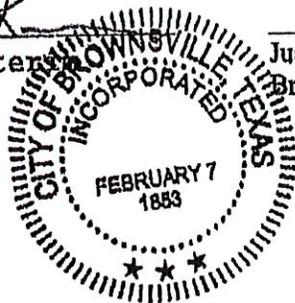
Executed on this 7th day of July, 2020.

Attested by: 
Arturo A. Nelson
CCRMA Secretary

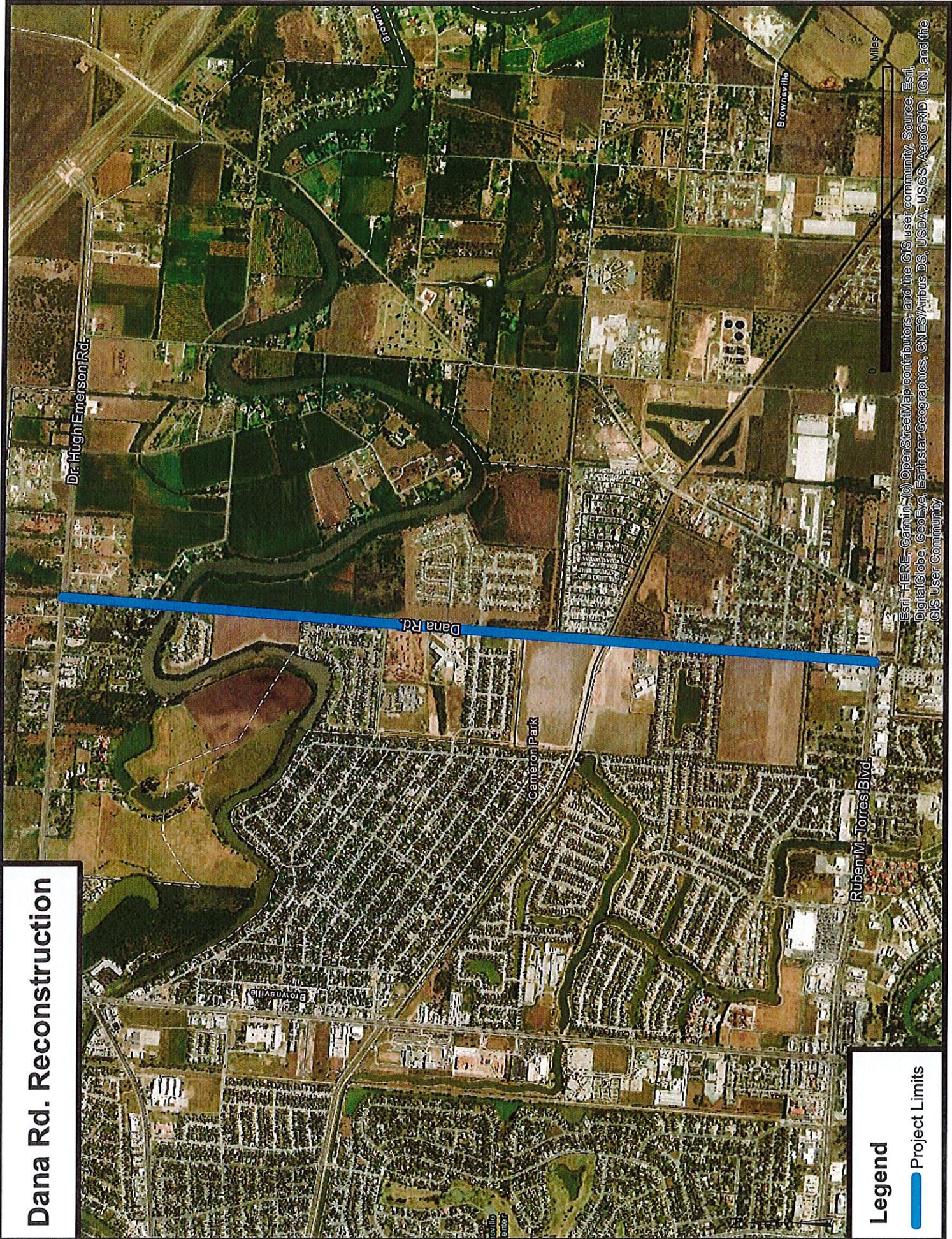

Frank Parker, Jr.
CCRMA Chairman

Attested by: 
Griselda Rosas
City Secretary


Juan "Trey" Mendez
Brownsville City Mayor



Dana Rd. Reconstruction



Legend

 Project Limits

Esti. HERE, Garmin, © OpenStreetMap contributors, and the GIS user community, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

**4-I CONSIDERATION AND APPROVAL OF AN INTERLOCAL AGREEMENT
BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY
AUTHORITY AND THE CAMERON COUNTY REGARDING DANA ROAD
PROJECT.**

STATE OF TEXAS)
)
CAMERON COUNTY)

INTERLOCAL COOPERATION AGREEMENT

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

1. **PURPOSE OF INTERLOCAL COOPERATIVE AGREEMENT:** To allow the CCRMA, as the Project Sponsor, 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 has Category 7 funds for Construction at the Rio Grande Valley Metropolitan Planning Organization in addition to the local funds listed in this agreement being used to expedite project development.
2. **PROJECT TO BE COMPLETED:** To advance the Dana Road Project to a Ready-to-Let Status with TxDOT. Project Limits are from FM 3248 (Alton Gloor) to FM 802 /Ruben M. Torres Sr. Blvd.
3. **CCRMA HEREBY AGREES TO:**
 - a. Utilize one of the CCRMA's consultants to develop engineering/design plans, coordinate any ROW acquisition or utility adjustments, and conduct environmental studies, public involvement, and traffic studies.
 - b. 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. Conduct any public meetings or hearings required by TxDOT as part of the environmental process.
 - d. Provide monthly progress reports of activities to the COUNTY.
 - e. Provide for consultations with the environmental agencies.
 - f. Coordinate with TxDOT and the Regional MPO for any additional funding needed for future Engineering and Construction phases.
 - g. Locally let the project through the CCRMA utilizing CCRMA staff and consultants.
 - h. CCRMA will serve as Project Sponsor.
4. **COUNTY HEREBY AGREES TO:**
 - a. Provide funding in the amount of \$250,000 for preliminary engineering activities further outlined in Exhibit A.
 - b. Provide funding for any local match for design, construction engineering, and construction required by TxDOT.
 - c. The mutual understanding that sections 4(a) and 4(b) provide for obligations independent of any obligation of another local governmental entity.
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. Cameron County bond funds will be used for this project. Invoicing will be done on a monthly basis and will be submitted to County Engineer for approval.
7. This Interlocal Cooperation Agreement constitutes a one-time Agreement between the Parties and does not constitute a continuing Agreement for the CCRMA and COUNTY. The Interlocal Cooperation Agreement expires when the Projects are completed or a 30 day termination notice is given by either CCRMA or COUNTY.
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. It is also agreed that the CCRMA has the authority to employ personnel to engage in other administrative or governmental functions and services necessary to fulfill the terms of this Agreement.
9. The CCRMA and COUNTY hereby find that the foregoing goods and governmental functions and services are reasonably required for the Project and this Interlocal Agreement includes an agreement between the CCRMA and COUNTY pursuant to TEX. GOV'T CODE § 791.025 to the extent applicable.
10. 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 REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS and the CAMERON COUNTY COMMISSIONERS COURT.

Executed on this 3rd day of March, 2020.

Attested by:


Arturo A. Nelson
CCRMA Secretary


Frank Parker, Jr.
CCRMA Chairman

Attested by:


Sylvia Garza Perez
County Clerk

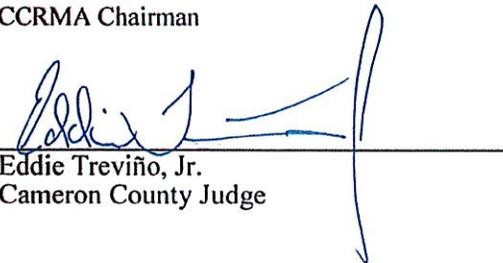

Eddie Treviño, Jr.
Cameron County Judge



Exhibit A

1. **Traffic Studies** – Traffic report to be developed according to TxDOT's, Transportation Planning & Programming standards, as well to comply with FHWA standards for road and project development.
2. **Environmental Document** – To include document that complies with TxDOT and NEPA standards for the development of Dana Road.
3. **Cultural Resources Reports (Historical & Archeological)** – Reports required for the development of the Environmental Document to TxDOT and NEPA standards.
4. **Preliminary Engineering:**
 - a. **Final Typical Section Development**
 - b. **Schematic Development** – 30%, 60%, 95%, and 100% of Preliminary Engineering Schematic for Roadway
 - c. **Geometric Design** – to be included within the Preliminary Engineering Schematic
 - d. **Preliminary Hyrdological Studies**
 - e. **Preliminary ROW & Utility Mapping**
 - f. **Preliminary Geotechnical Studies**
 - g. **Subsurface Utility Engineering Studies**
 - h. **Project Cost Estimates**
 - i. **Design Survey**
5. **Coordination**
 - a. **Meetings with Adjacent Property Owners**
 - b. **Public Meeting**
 - c. **Public Hearing**
 - d. **Meetings with Committee to develop conceptual alternatives**

4-J CONSIDERATION AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND JWH & ASSOCIATES, INC.

+JWH & Associates, Inc.

3014 Fairway Drive Sugar Land, Texas 77478
956.793.3870 Cell Phone judson8@comcast.net Email

January 10, 2020

Mr. Pete Sepulveda, Jr.
Executive Director
Cameron County Regional Mobility Authority
Rancho Viejo, Texas

Re: Professional Services for the On-Call Transportation Engineering Services

Dear Mr. Sepulveda,

The following scope of services are proposed to be provided by JWH & Associates, Inc. (ENGINEER) to the Cameron County Regional Mobility Authority (OWNER) as an "On Call Agreement" for providing special technical consulting services on major projects such as expansion of International Bridges; East Loop planning, right of way and design issues relating to the IBWC levee relocation, planned or underway, West Parkway Roadway and Bike Route engineering background issues; hereafter defined as the PROJECT.

SCOPE OF SERVICES

The ENGINEER agrees to perform professional services in connection with the PROJECT as hereinafter stated. Conditions for which professional services will be furnished under this contract shall be limited to the PROJECT, unless expanded in the manner set forth herein. The PROJECT is defined as "On Call Services" to relating to the PROJECT as requested by the OWNER. The

ENGINEER shall render services necessary for development of the PROJECT as follows ("BASIC SERVICES"):

BASIC SERVICES

1. Upon request from the OWNER provide consultation services "On-Call" services relating to pending issues relating to the PROJECT.
2. Attend meetings, as requested by the OWNER, for the coordination of above defined issues.
3. Provide traffic studies to evaluate projects existing or planned.
4. Provide report of finding for each project.

SPECIAL ENGINEERING SERVICES

The professional transportation engineering services set forth below as SPECIAL SERVICES. It is recognized that the elements of such "project" issues cannot be accurately predetermined or controlled entirely by the ENGINEER. The ENGINEER will furnish SPECIAL SERVICES only when authorized by the OWNER

- A. Attend meetings with the various governmental agencies, contractors, property owners, or engineer as requested by the OWNER.
- B. Meetings with various agencies involved in the approval process for the project.
- C. Request for services beyond the scope as defined above.

COMPENSATION TO ENGINEER

Payment for services and the allocation of these payments shall be hourly as set forth on Exhibit A.

- A. All payments for services to the ENGINEER shall be made to JWH and ASSOCIATES, INC. as payee.

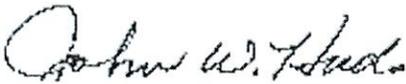
B. All invoices for payments shall be due and payable 30 days after OWNER receives such invoice ("DUE DATE").

C. Expenses will be invoiced on an actual cost basis and will be included on the monthly statement of services and expenses in accordance to those rates on Exhibit A.

Each invoice shall reflect the hours of service, scope of such services and expenses for that month. Time sheets shall be included with each invoice.

Please review this proposed action and advise me should you have any changes.

Sincerely yours,



John W. Hudson, Jr. P. E.
President

Approved

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By: 

Title: President

Date: 2-21-20

Exhibit A

JWH and Associates, Inc. Billing Rate Table

Staff

| Classifications | Billing Rate |
|------------------|--------------|
| Principal | \$250.00 |
| Senior Associate | \$150.00 |
| Associate | \$100.00 |
| CADD Technician | \$75.00 |
| Assistant | \$50.00 |

Reimbursable Expenses Billing Rate

| | |
|----------------------|-------------|
| Parking | Actual cost |
| Printing | Actual cost |
| Mileage | 0.50 |
| Airfare | Actual cost |
| Rent Car | Actual cost |
| Lodging | Actual cost |
| Means (per diem) | \$50.00/day |
| Subcontract services | Cost + 10% |

4-K CONSIDERATION AND APPROVAL OF AN AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN CAMERON COUNTY AND THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY REGARDING A TRAFFIC CIRCULATION STUDY AT THE GATEWAY BRIDGE.

Contract No. 2020C02072

THE STATE OF TEXAS §

COUNTY OF CAMERON §

AMENDMENT TO INTERLOCAL AGREEMENT

WHEREAS, on the 20th day of February 2020, CAMERON COUNTY (hereinafter COUNTY) and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, (hereinafter CCRMA), entered into an Interlocal Agreement (Contract No.) (the "Interlocal Agreement") to provide a Traffic Circulation Study Report at Gateway Bridge; and

WHEREAS, the County desires to allow the CCRMA to expand their scope of services to include GSA recommended traffic circulation patterns for the development of the GSA Border Station; and

WHEREAS, the cost to the additional services described above will not exceed \$30,000; and

WHEREAS, the County and the CCRMA hereby find that the additional services are reasonably required and that this Amendment includes an agreement between the CCRMA and the County pursuant to TEX. GOV'T CODE § 791.025 to the extent applicable; and

WHEREAS, the term of the Interlocal Agreement shall extend until December 31, 2020.

NOW, THEREFORE, County and CCRMA agree to amend the current Interlocal Agreement. The current Interlocal Agreement shall be amended to reflect the following:

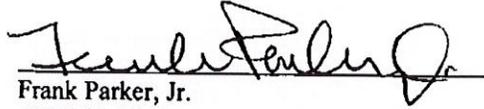
- (1) The CCRMA will expand their scope of services as described above.
- (2) The cost amount of this Interlocal Agreement will not exceed \$45,320.00, to include the additional services provided.
- (3) The terms of this Interlocal Agreement will be extended until December 31, 2020 subject to section 6 of the Interlocal Agreement.

It is specifically understood and agreed that no other provisions of the original Interlocal Agreement dated the 2nd day of April, 2019, shall be modified in any respect, except as is specifically set forth above. Any provision not specifically set forth above shall remain in full force and effect as a provision and condition as set forth in the original Interlocal Agreement.

Executed on this 18th day of February 2020, at Brownsville, Cameron County, Texas.

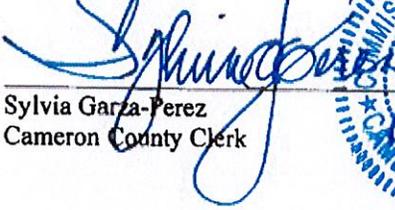


Eddie Treviño, Jr.
Cameron County Judge



Frank Parker, Jr.
CCRMA Chairman

Attested By:



Sylvia Garza-Perez
Cameron County Clerk



Attested By:



Arturo A. Nelson
CCRMA Secretary

JWH & Associates, Inc.

3014 Fairway Drive Sugar Land, Texas 77478
956.793.3870 Cell Phone jhudson8@comcast.net Email

January 10, 2020

Mr. Pete Sepulveda, Jr.
Executive Director
Cameron County Regional Mobility Authority
Rancho Viejo, Texas

Re: Professional Services for the Transportation Engineering Services for Gateway Bridge Amendment No.2- Request for approval on added services

Dear Mr. Sepulveda,

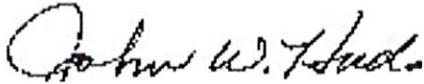
I request approval of the additional services for the Gateway International Bridge Traffic Study defined as Amendment No. 2. The additional scope of services will include an evaluation of the street network circulation and capacities approaching the Gateway Bridge for future bridge traffic and demand. The previous analysis of the original agreement had reflected that the General Services Administration Analysis proposed roundabout would have a significant capacity deficiency and as such it was recommended that Alternative 2 be selected for the approach to Gateway Bridge. This further analysis would explore alternative circulation options. The circulation analysis would include the City's street network system within the downtown area and alternatives that may be evaluated to improve access to the international bridge system. The analysis would be included within a separate stand-alone report.

It is requested that the time extension be extended to April 30, 2020 to allow for the .00circulation alternative analysis. The additional fee requested is **\$30,000.00** to include the services for the development of the alternative traffic circulation analysis. Any additional services requested by the CCRMA would be charged on an hourly basis

with the rates contained in the approved agreement. Any additional expenses would be charged on the basis of the approved agreement.

Please review this proposed action and advise me should you have any changes.

Sincerely yours,



John W. Hudson, Jr. P. E.
President

Approved

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By: Teuku Rully D

Title: Chairman

Date: 02-21-20

**Exhibit B Spreadsheet of Estimated Fee
Amendment No. 2
Cameron County Gateway Bridge Circulation Alternatives
01/10/20**

Description of Services and Scope **Hours Amount**

| Section 1-Introduction | | |
|--|-----------|----------------|
| Review existing street system-aerials and field survey | 16 | \$3,520 |
| Relate existing circulation with the GSA proposed plan no. 2 | 8 | \$1,760 |
| | | |
| Total Section 1 | 24 | \$5,280 |

| Section 2- Analysis and coordination for reinovation of Gateway Bridge | | |
|---|-----------|----------------|
| Discussions with GSA/CBP relating to schedule and planned improvements | 7 | \$1,540 |
| Discuss circulation alternatives from aerial photos with Bridge staff | 16 | \$3,520 |
| Develop summary of meetings and conclusions | 6 | \$1,320 |
| Develop schematic design alternatives on aerial photos | 24 | \$1,800 |
| Total Section 2 | 53 | \$8,180 |

| Section 3- Evaluation of the Impacts of Proposed Changes | | |
|---|-----------|----------------|
| Impacts to City- circulation, Street Closures, traffic signals, etc. | 8 | \$1,760 |
| Impacts to the Texas Department of Transportation-International Blvd. | 8 | \$1,760 |
| Impacts to TSC-access, right of way, etc. | 4 | \$880 |
| Impacts to Cameron County-Administrative Building, toll booths, etc. | 8 | \$1,760 |
| Total Section 3 | 28 | \$6,160 |

| Section 4- Report Development | | |
|--|------------|-----------------|
| Development of report of findings. Project schedule, cost budgeted, etc. | 24 | \$5,280 |
| | | |
| Total Section V | 24 | \$5,280 |
| Carry Forward from Invoice # | | \$3,245 |
| Project Costs | 129 | \$28,145 |

| Estimated Expenses | Unit | Amount | Cost |
|--|-------------|---------------|--------------------|
| Travel to Brownsville airfare from Houston | 2 | \$400 | \$ 800.00 |
| Lodging in Brownsville | 4 | \$90 | \$ 360.00 |
| Mileage | 870 | \$0.50 | \$ 435.00 |
| Report reproductions, and printing | 1 | \$260 | \$260.00 |
| Total Expenses | | | \$ 1,855.00 |

| | |
|------------------------------------|--------------------|
| Total Estimated Project Fee | \$30,000.00 |
|------------------------------------|--------------------|

**4-L CONSIDERATION AND APPROVAL OF DEPOSITORY AGREEMENT
BETWEEN CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
AND TEXAS REGIONAL BANK.**

DEPOSITORY CONTRACT

STATE OF TEXAS §
COUNTY OF CAMERON §

WHEREAS, Texas Regional Bank, a Texas banking corporation (the "Bank") submitted its application to the Cameron County Regional Mobility Authority (the "CCRMA") to provide bank depository services for the CCRMA and the CCRMA wants the Bank to serve as the CCRMA's depository;

NOW, THEREFORE, the Bank and the CCRMA hereby agree, as follows:

I. TERM

1.01 The Bank shall act as the depository for the CCRMA beginning on February 1, 2020 through February 1, 2023 unless this Contract is otherwise amended, renewed, or terminated.

1.02 Notwithstanding the foregoing, this Contract shall be automatically renewed for two (2) additional one (1) year terms unless the CCRMA provides the Bank with written notice no later than sixty (60) days prior to the expiration of the then current term that this Contract shall terminate upon the such expiration. Such determination shall be made by the CCRMA in its sole discretion.

II. SCOPE OF SERVICES

2.01 The Bank shall act as the depository for the CCRMA and keep and disburse all funds coming into its hands and to otherwise perform its duties hereunder and as required by law. Furthermore, the Bank shall maintain branches in Cameron County, Texas with bank officers capable of servicing the CCRMA's day-to-day depository.

2.02 The Bank agrees to provide at least the following services for the CCRMA as well as any other services requested by the CCRMA:

- a. Checking account service for as many accounts as may be required by the CCRMA with checks returned in numerical sequence. Images must be included with statements.
- b. Secure online account access allowing the CCRMA to perform regular functions such as, bank transfers, wire transfers, image retrieval, stop payments, access to download monthly statements, etc.
- c. ACH/Payroll service provided through online account system.
- d. Provide bank money orders and cashier checks as required by the CCRMA.
- e. Supply deposit slips and night deposit supplies as needed.
- f. Provide lock money bags as needed by the CCRMA.
- g. Positive pay services.
- h. Temporary overdrafts in individual accounts may occur occasionally without penalty or service charge to the CCRMA, as long as the aggregate funds in other accounts are in an amount sufficient to meet the overdraft and the Bank's minimum compensating balance.
- i. Deposit Express services for daily checks deposits providing Intelligent Character Recognition (ICR) and virtual encoding of check amount with fewer exceptions and adjustments, and electronic transmission providing immediate confirmation of deposits. The CCRMA currently owns a Digital Check TS240 check scanning device, which the Bank agrees will be compatible with the Deposit Express services.

2.03 As a condition of this Contract, and as security for the deposits of the CCRMA, the Bank shall pledge securities equal to 102% of market value of principal and accrued interest on the deposits less any amount insured by the Federal Deposit Insurance Corporation in order to adequately collateralize the funds of the CCRMA according to law and the CCRMA Investment Policy and shall continuously remain as such. The CCRMA Investment Policy is incorporated herein by reference as if fully set forth herein.

2.04 Securities pledged may be held by a Federal Reserve Bank or branch of a Federal Reserve Bank, Federal Home Loan Bank, or a third-party bank approved by the CCRMA. If the

financial institution uses a Letter of Credit, then the Letter of Credit must be of the United States or its agencies and instrumentalities. The Board of Directors of the CCRMA will set the required term for the Letter of Credit in its sole discretion.

2.05 The pledged securities and/or letter of credit are pledged against deposits plus interest accrued at the Bank and ownership shall be retained by the Bank unless and until the following events occur:

- a. The Banking Commissioner for the State of Texas declares the Bank to be insolvent or otherwise in default so as to prevent from withdrawing any or all of its deposits.
- b. The Administrator of the Federal Deposit Insurance Corporation or his duly authorized representative declares formal action against the Bank declaring the Bank insolvent or otherwise under default so as to prevent the CCRMA from withdrawing any or all of its deposits.

Upon either of such events, the securities shall become property of the CCRMA without further action in the amounts equal to such deposits plus accrued interest only. Securities may be released or substituted in accordance with the resolution adopted by approving this Contract.

2.06 The Bank has heretofore, or will immediately hereafter, deliver to the Custodian collateral of the kind and character above mentioned of sufficient amount and market value to provide adequate collateral for the funds of the CCRMA deposited with the Bank. Said collateral or substitute collateral, as hereinafter provided for, shall be kept and retained by the Custodian in trust so long as deposits of the CCRMA remain with the Bank. The Bank hereby grants a security interest in such collateral to the CCRMA.

If the Bank shall desire to sell or otherwise dispose of any one or more of said securities so deposited with the Custodian, with the advance written approval of the CCRMA, it may substitute for any one or more of such securities other securities of the same market value and of the character authorized herein. Such right of substitution shall remain in full force and may be exercised by

the Bank as often as it may desire; provided, however, that the aggregate market value of all collateral pledged hereunder, shall be at least equal to the amount of collateral required hereunder. The Custodian shall promptly forward to the CCRMA copies of safekeeping or trust receipts covering all such collateral held for the Bank, including substitute collateral as provided for herein.

If at any time, the aggregate market value of such collateral so deposited with the Custodian be less than the total sum of the CCRMA's funds on deposit with the Bank, the Bank shall immediately deposit with the Custodian such additional collateral as may be necessary to cause the market value of such collateral to equal the total amount of required collateral. The Bank shall be entitled to income on securities held by the Custodian, and the Custodian may dispose of such income as directed by the Bank without approval of the CCRMA.

2.07 The CCRMA shall have interest bearing accounts for all funds deposited with the Bank.

2.08 The CCRMA reserves the right to make external deposits or investments in accordance with the laws of the State of Texas and the CCRMA Investment Policy.

2.09 The CCRMA reserves the right to execute loans and other borrowing options with external entities to select the most favorable rates to the CCRMA, subject to all banking laws and requirements.

III. OTHER SERVICES

3.01 Other Services not included above which will also be provided at no cost:

- a. Deposits/Credits Posted, Items Deposited, Debits/Checks Paid, Cash Deposit Processing, Coin Counting & Wrapping, Mail Advices, Transfers between accounts, Insufficient Funds Items, CPA confirmations, Cashier's Checks, FDIC Insurance, Research/Reproduction services, Collateral Fee, Collateral Report, Safekeeping, Telebank (24 hr. voice response system).

3.02 Merchant Card Services (Credit & Debit card processing), Stored Value Cards (payroll, gift cards, etc.), account reconciliation, positive pay. Fees for these services will be negotiated separately.

IV. GENERAL

4.01 This Contract sets out the term and conditions and represents the entire agreement by and between the parties except as otherwise provided in this contract. In no event shall this contract or any part thereof be changed without written agreement of the two parties. Other services or items not mentioned in this contract will be negotiated as needed.

4.02 By the execution hereof, the Bank acknowledges receipt of the action of the Board of Directors of the CCRMA authorizing the execution of this Contract by the CCRMA.

4.03 This Contract shall be subject to the laws of the State of Texas, and of the United States of America, the rules, and regulations promulgated by the Comptroller of the Currency of the United States of America, the Board of Governors of the Federal Reserve System, and the Board of Directors of the Federal Insurance Corporation as now in existence or as may be amended.

4.04 Any and all notices or other communications required or permitted to be given pursuant to this agreement shall be in writing and shall be considered as properly given if sent by facsimile transmission or mailed through U.S Postal Service Certified Mail Return Receipt Requested or hand delivery to the address in this Contract.

4.05 Exclusive venue and jurisdiction for any action arising hereunder or in connection herewith shall allow mediation prior to litigation in state courts located in Cameron County, Texas.

4.06 During the course of the relationship between the CCRMA and the Bank, the Bank may have access to a variety of confidential and trade secret information. This information was

disclosed to the Bank solely because of the Bank's agreement to provide services. The Bank agrees and warrants that he will immediately return to the CCRMA all copies of confidential or proprietary information or related materials in his possession, whether in electronic or hardcopy format, and the Bank agrees and warrants that he will not disclose any confidential or proprietary information to third parties, or use that information for his benefit in derogation of the CCRMA's rights.

4.07 The CCRMA may terminate this Contract for convenience or for the Bank's default at any time prior to the expiration of the Term by delivering written notice to the Bank in accordance with this Contract. Termination shall be effective upon the earlier to occur of the date specified in the written notice to the Bank or thirty (30) days from delivery of the written notice.

4.08 Indemnification.

a. BANK RELEASES THE CCRMA FROM AND AGREES TO INDEMNIFY, DEFEND, AND HOLD THE CCRMA (AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AND REPRESENTATIVES) HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, SUITS, ACTIONS, DECREES, JUDGMENTS, ATTORNEY'S FEES, COURT COSTS, AND OTHER EXPENSES OF ANY KIND OR CHARACTER FOR DEFENDING THE CLAIMS AND DEMANDS, WHICH ARE CAUSED BY, ARISE OUT OF, OR OCCUR DUE TO BANK'S PERFORMANCE OR FAILURE TO PERFORM THE OBLIGATIONS REQUIRED BY THIS AGREEMENT AS WELL AS FEDERAL, TEXAS, OR OTHER APPLICABLE LAW, INCLUDING BUT NOT LIMITED TO CLAIMS OR DEMANDS BASED ON THE NEGLIGENCE, GROSS NEGLIGENCE, OR OTHER ACTIONS OR INACTIONS OF BANK, OR BANK'S AGENTS, EMPLOYEES, SUBCONTRACTORS, OR OTHER THIRD PARTIES. BANK HEREBY WAIVES ANY RIGHT TO DEFEND AGAINST THE ENFORCEABILITY OF THIS INDEMNIFICATION PROVISION AND EXPRESSLY AGREES THAT THIS PROVISION MEETS ALL LEGAL REQUIREMENTS AND IS LEGALLY ENFORCEABLE AGAINST BANK.

b. BANK RELEASES THE CCRMA FROM AND AGREES TO INDEMNIFY, DEFEND, AND HOLD THE CCRMA (AND ITS

DIRECTORS, OFFICERS, EMPLOYEES, AND REPRESENTATIVES) HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, SUITS, ACTIONS, DECREES, JUDGMENTS, ATTORNEY'S FEES, COURT COSTS, AND OTHER EXPENSES OF ANY KIND OR CHARACTER FOR DEFENDING THE CLAIMS AND DEMANDS BASED ON THE NEGLIGENCE, GROSS NEGLIGENCE, OR OTHER ACTIONS OR INACTIONS OF THE CCRMA, OR THE CCRMA'S AGENTS, EMPLOYEES, OR OTHER THIRD PARTIES. BANK HEREBY WAIVES ANY RIGHT TO DEFEND AGAINST THE ENFORCEABILITY OF THIS INDEMNIFICATION PROVISION AND EXPRESSLY AGREES THAT THIS PROVISION MEETS ALL LEGAL REQUIREMENTS AND IS LEGALLY ENFORCEABLE AGAINST BANK.

4.09 The Bank's rights and obligations under this Contract shall not be assigned or otherwise transferred without the CCRMA's prior written consent as determined by the CCRMA in its sole and absolute discretion. This Contract shall be binding upon and inure to the benefit of the parties' successors and assigns.

4.10 The failure of the CCRMA to insist upon strict performance of any of the covenants and agreements contained herein, or to otherwise exercise its rights under this Contract in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be and remain in full force and effect.

4.11 The following noted documents are a part of the Contract:

- a. **Exhibit 1.** CCRMA's Investment Policy.
- b. **Exhibit 2.** RFP No. 2019-001, Bank Depository Services.
- c. **Exhibit 3.** Bank's application.

True and correct copies of the foregoing Exhibits may be found at the CCRMA's office and are incorporated by reference as if fully set forth herein.

4.12 This Contract, the CCRMA's Investment Policy, the CCRMA's formal procurement advertisement for Bank Depository Services, and the Bank's application state the

entire agreement between the parties regarding the subject matter hereof and supersede any prior agreements or understandings pertaining thereto. In the event of any conflict, the more specific provision shall control except that, notwithstanding the foregoing, to the extent that any provision of this Contract conflicts with a provision of **Exhibit 1, Exhibit 2, or Exhibit 3**, this Contract shall control. In the event that any provisions of the Exhibits themselves conflict with each other, **Exhibit 1** shall control.

4.13 Any modification to this Contract must be made in writing and signed by authorized representatives of both parties. No delay or failure in exercising any right hereunder waives any right guaranteed hereunder or at law by either party.

4.14 IN THE EVENT OF A QUESTION AS TO THE INTERPRETATION OF ANY PROVISION OF THIS CONTRCT, THE PROVISION SHALL NOT BE CONSTRUED AGAINST THE DRAFTING PARTY. THIS INCLUDES BUT IS NOT LIMITED TO SECTION 4.08, AND ANY OTHER CLAUSE HEREIN, SHALL IN NO EVENT BE STRICTLY CONSTRUED AGAINST THE CCRMA.

4.15 This Contract may be executed in multiple counterparts, each of which shall constitute an original hereof and when at least one counterpart has been executed by each party, all such executed copies shall constitute the binding agreement of the parties. Facsimile and e-mail signatures are effective as originals for all purposes.

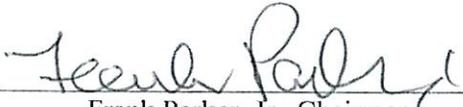
4.16 THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE EXCLUSIVELY IN STATE AND FEDERAL COURTS OF CAMERON COUNTY, TEXAS.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have executed this Contract effective as of the 1st day of February 2020.

**CAMERON COUNTY REGIONAL MOBILITY
AUTHORITY**

3461 Carmen Avenue
Rancho Viejo, Texas 78575

By: 
Frank Parker, Jr., Chairman

BANK:

By: 
Alex Meade
Senior Vice President

CERTIFICATION

I hereby certify that I have personally read and understood the investment policies of the Cameron County Regional Mobility Authority and have implemented reasonable procedures and controls to fulfill those objectives and conditions. Transactions between the Bank and the CCRMA shall be directed towards precluding imprudent investment activities and protecting the CCRMA from credit or market risk.

All of the personnel of the Bank dealing with the CCRMA have been informed and will be routinely informed of the CCRMA's investment horizons, limitations strategy and risk constraints, whenever we are so informed.

The Bank pledges due diligence in informing the CCRMA of foreseeable risk associated with financial transactions connected to the Bank.

BANK:

By:



Alex Meade
Senior Vice President

4-M CONSIDERATION AND APPROVAL OF A RESOLUTION DESIGNATING TEXAS REGIONAL BANK AS THE BANK DEPOSITORY AND AUTHORIZING CCRMA OFFICERS TO ACT ON BEHALF OF THE CCRMA.

STATE OF TEXAS §
 §
COUNTY OF CAMERON §

BANKING RESOLUTION OF CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

On February 21, 2020, a meeting of the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY of CAMERON COUNTY, TEXAS, a political subdivision of the State of Texas, the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY OFFICE at 3470 Carmen Ave, Suite 5 in Rancho Viejo, Texas. Such meeting was called and held in accordance with provisions of the Transportation Code and the petition and approval process established in 43 TEX. ADMIN. CODE § 26.01, *et. seq.* (the "RMA Rules").

There being a quorum of said Board present at such meeting and not including those Board Members abstaining from this resolution, the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY took action to approve designating Texas Regional Bank while also revising the Officers or Staff authorized to act on behalf of the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY. Accordingly, the following resolution was duly and legally adopted, and same now appear in the permanent records (i.e., Minutes) of the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY of CAMERON COUNTY, TEXAS, same having not been rescinded or revoked:

BE IT RESOLVED, that TEXAS REGIONAL BANK, is designated as the depository of the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY under the rules and regulations prescribed by said BANK from time to time and pursuant to the governing law, such that one or more checking or savings accounts by and in the name of CAMERON COUNTY REGIONAL MOBILITY AUTHORITY will be established and maintained at the said BANK.

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

Frank Parker, Jr., Chairman

Al Villarreal, Treasurer

Pedro Sepulveda, Jr., Executive Director

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

EXECUTED and EFFECTIVE this 21st day of February, 2020.



Frank Parker, Jr.
Chairman

Attested:



Arturo A. Nelson, Secretary