



**IMPROVING MORE THAN JUST ROADS**

**AGENDA**  
**Regular Meeting of the Board of Directors**  
**of the**  
**Cameron County Regional Mobility Authority**  
**3470 Carmen Avenue, Suite 5**  
**Rancho Viejo, Texas 78575**  
**August 20, 2020**  
**12:00 Noon**

**THIS MEETING WILL BE CONDUCTED AS A TELEPHONIC/AUDIO MEETING DUE TO THE COVID-19 HEALTH EMERGENCY AS AUTHORIZED BY V.T.C.A. 551.121-126, TEXAS GOVERNMENT CODE.**

**IF YOU WOULD LIKE TO COMMENT DURING THE PUBLIC COMMENT PERIOD, YOU MAY DO SO BY CALLING THE TOLL-FREE NUMBER 877.853.5257, MEETING I.D. NO. 933 9300 6275, PASSWORD: 744541. YOU MUST SUBMIT YOUR REQUEST NO LATER THAN 11:15 A.M. ELECTRONICALLY TO [psepulveda@ccrma.org](mailto:psepulveda@ccrma.org) BECAUSE THE NUMBER OF DIAL-IN PARTICIPANTS IS LIMITED, PLEASE USE THE TOLL FREE NUMBER ONLY IF YOU ARE MAKING A COMMENT ON AN AGENDA ITEM.**

**PUBLIC COMMENTS:**

**1. Public Comments.**

**ITEMS FOR DISCUSSION AND ACTION:**


**2. Action Items.**

- A. Consideration and Approval of the July 30, 2020 Regular Meeting Minutes.**
- B. Acknowledgement of Claims.**
- C. Approval of Claims.**
- D. Consideration and Approval of the Financial Statements and Budget Amendments for the Month of July 2020.**
- E. Consideration and Approval of Recommendation of highest ranked Firm Proposal for the Dana Road Project for PS&E Solicitation and Authorize Staff to Enter into Contract Negotiations.**

- F. Consideration and Approval of Interlocal Agreement between the Cameron County Regional Mobility Authority and the Central Texas Regional Mobility Authority.**
- G. Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and ROL Consulting, LLC.**
- H. Consideration and Approval of Amendment Number Two to Master Services Agreement for Toll System Maintenance between Kapsch TrafficCom USA, Inc., and the Cameron County Regional Mobility Authority**
- I. Discussion and Possible Action Regarding the Fiscal Year 2020-2021 Annual Budget.**

**ADJOURNMENT:**

Signed this 17th day of August 2020.

  
Frank Parker, Jr.  
Chairman

**2-A      CONSIDERATION AND APPROVAL OF THE  
JULY 30, 2020 REGULAR MEETING MINUTES**

THE STATE OF TEXAS                   §

COUNTY OF CAMERON               §

**BE IT REMEMBERED** on the 30th day of July, 2020, there was conducted a Regular Meeting of the Cameron County Regional Mobility Authority via a Telephonic /Audio Zoom Meeting due to the COVID – 19 health Emergency as authorized by V.T.C.A., 551.125, Texas Government Code 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 VIA PHONE**  
**DIRECTOR**

**MARK ESPARZA**  
**DIRECTOR**

**LEO R. GARZA**  
**DIRECTOR**

**DR. MARIA VILLEGAS, MD**  
**ABSENT**

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The Meeting was called to order by Chairman Parker, at 12:05 pm. At this time, the Board considered the following matters as per CCRMA Agenda posted on the CCRMA's website and physically at 3470 Carmen Avenue, Suite 5, Rancho Viejo, Texas. on this 27th day of July 2020.

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**PUBLIC COMMENTS**

**1 PUBLIC COMMENTS**

Mr. Pete Sepulveda, Jr. announced that Chairman Parker had been re-appointed by the Governor as the Chairman of the CCRMA.

## **ACTION ITEMS**

### **2-A Consideration and Approval of the June 25, 2020 Regular Meeting Minutes**

Vice Chairman Scaief moved to approve the Minutes of the June 25, 2020 Regular Meeting. The motion was seconded by Director Esparza and carried unanimously.

### **2-B Acknowledgement of Claims**

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

Secretary Nelson moved to acknowledge the Claims as presented. The motion was seconded by Chairman Parker and carried as follows:

Ayes: Parker, Nelson, Villarreal

Nays: None

Abstentions: Scaief, Esparza and Garza

**Note: for the record, Directors Scaief, Esparza and Garza submitted an affidavit and abstained on any discussion and vote on this item.**

### **2-C Approval of Claims.**

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

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

**The Claims are as follows:**

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### **2-D Consideration and Approval of the Financial Statements and Budget Amendments for the Month of June 2020.**

Mr. Victor Barron, RMA Controller went over the Financial Statements for June 2020 with the Board. Staff provided an update on revenues and toll collections. Staff advised the Board that they had gone through all line items in both the administrative budget and the tolls budget and that they had made some budget cuts to address the loss of revenues. Staff will continue to monitor the vehicle registration fees. Staff advised the board that they were working on preparing the budget for next fiscal year.

Director Esparza moved to approve the Financial Statements for June 2020 as presented. The motion was seconded by Director Villarreal and carried unanimously.

**The Financial Statements are as follows:**

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### **2-E Consideration and Approval of the Quarterly Investment Report**

Mr. Victor Barron, RMA Controller went over the Investment Report with the Board.

Secretary Nelson moved to approve the Quarterly Investment Report. The motion was seconded by Treasurer Villarreal and carried as follows:

Ayes: Parker, Nelson, Villarreal  
Nays: None  
Abstentions: Scaief, Esparza and Garza

**Note: for the record, Directors Scaief, Esparza and Garza submitted an affidavit and abstained on any discussion and vote on this item.**

**The Quarterly Investment Report is as follows:**

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**2-F Consideration and Acceptance of the SH 550 Assessment by Halff & Associates.**

Mr. Pete Sepulveda, Jr., CCRMA Executive Director went over the report with the Board and recommended that the report be approved by the Board.

Vice Chairman Scaief moved to approve the SH 550 Assessment by Halff & Associates. The motion was seconded by Director Esparza and carried unanimously.

**2-G Consideration and Approval of a Resolution in Support of CCRMA Projects in the 2021 Txdot's UTP.**

Mr. Pete Sepulveda, Jr., RMA Executive Director advised the board that this resolution was needed to submit into the record for several projects including the East Loop project.

Director Esparza moved to approve the Resolution. The motion was seconded by Secretary Nelson and carried unanimously.

**The Resolution is as follows:**

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**2-H Consideration and Approval of Supplemental Work Authorization No. 2 to Work Authorization No. 5 with S&B Infrastructure for providing engineering services required for the aerial survey, utility survey and ROW mapping for East Loop.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over with the Board the need for this work authorization.

Vice Chairman Scaief moved to approve Supplemental Work Authorization No. 2 to Work Authorization No. 5 with S&B Infrastructure for the East Loop project subject to an amended interlocal agreement with Cameron County. The motion was seconded by Director Esparza and carried unanimously.

**2-I Consideration and Approval of Recommendation of highest ranked GEC Proposal for the West Rail Trail Project for PS&E Solicitation and Authorize Staff to Enter into Contract Negotiations.**

Mr. Pete Sepulveda, Jr., advised the Board of the recommended firm for this project and requested authority to proceed to contract negotiations.

Secretary Nelson moved to approve the recommendation from Staff and authorize staff to negotiate a contract with S&B Infrastructure. The motion was seconded by Director Esparza and carried unanimously.

**2 -J Consideration and Approval of Recommendation of highest ranked GEC Proposal for the Indiana Avenue Project for the Preliminary Engineering Solicitation and Authorize Staff to Enter into Contract Negotiations.**

Mr. Pete Sepulveda, Jr., advised the Board of the recommended firm for this project and requested authority to proceed to contract negotiations.

Director Esparza moved to approve the recommendation from Staff and authorize staff to negotiate a contract with Halff & Associates. The motion was seconded by Director Garza and carried unanimously.

**2-K Consideration and Approval of Recommendation of highest ranked GEC proposal for the East Loop Project for the Geotechnical Studies and Utility Coordination Solicitation and Authorize Staff to Enter into Contract Negotiations.**

Mr. Pete Sepulveda, Jr., advised the Board of the recommended firm for this project and requested authority to proceed to contract negotiations.

Vice Chairman Scaief moved to approve the recommendation from Staff and authorize staff to negotiate a contract with S&B Infrastructure. The motion was seconded by Director Garza and carried unanimously.

**2-L Consideration and Approval of a Professional Services Agreement with S&B Infrastructure for survey work on the East Loop Project.**

Pete Sepulveda, Jr. went over the need for the agreement and the scope of work associated with data collection along the IBWC/CILA levee.

Vice Chairman Scaief moved to approve the professional services agreement subject to an amended interlocal agreement with Cameron County. The motion was seconded by Secretary Nelson and carried unanimously.

**Agreement is as Follows:**

**2-M Consideration and Approval of the Policies and Procedures for the Procurement of Professional Services for use in State & Federally Funded Projects.**

Pete Sepulveda, Jr., CCRMA Executive Director advised the Board the need to update the policies to meet all state and federal latest changes to the policies. Mr. Sepulveda advised the Board that legal counsel had reviewed the amendments to the policies and Txdot was reviewing them as well.

Secretary Nelson moved to approve the Policies and Procedures for Professional Services subject to final Txdot approval. The motion was seconded by Director Esparza and carried unanimously.

The Policies and Procedures are as follows:

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**Note: Director Garza left the meeting after item 2M.**

**2-N Consideration and Approval of the Easement Agreement for Access concerning that certain real property described in the Deed without Warranty dated December 20, 2016, recorded in Volume 22275, Page 116, Official Records of Cameron County, Texas.**

David Irwin, Legal Counsel for the Cameron County Regional Mobility Authority discussed the need and purpose of the Easement Agreement. Mr. Irwin stated this was strictly for property access purposes.

Treasurer Villarreal moved to approve the easement agreement as presented by Legal Counsel. Motion was seconded by Secretary Nelson and carried as follows:

**Ayes: Parker, Nelson and Villarreal**

**Nays: None**

**Abstain: Scaief and Esparza**

**Note: Directors Scaief and Esparza submitted an affidavit and abstained from any discussion on the item and from voting.**

**Director Garza had left the meeting and was not present.**

**Executive Session:**

**3 – A Confer with Cameron county Regional Mobility Authority Legal Counsel Regarding Possible Legal Issues with the Easement Agreement for Access concerning that certain real property described in the Deed without Warranty dated December 20, 2016, recorded in Volume 22275, Page 116, Official Records of Cameron County, Texas, Pursuant to V.T.C.A., Government Code, Section 551.071 (2). an Invoice from Star Systems America, LLC, Pursuant to V.T.C.A., Government Code, Section 551.071 (2).**

Motion by Director Esparza to table items 3A. The motion was seconded by Secretary Nelson and carried unanimously.

**ADJOURNMENT**

There being no further business to come before the Board and upon motion by Director Esparza and seconded by Secretary Nelson and carried unanimously the meeting was **ADJOURNED** at 12:35 P.M.

**APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2020.**

**\_\_\_\_\_  
CHAIRMAN FRANK PARKER, JR.**

**ATTESTED: \_\_\_\_\_  
ARTURO A. NELSON, SECRETARY**



**2-B      ACKNOWLEDGEMENT OF CLAIMS**

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims August 12, 2020**



**100 Operations**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Aflac	995435	\$ 235.82	Aflac Aug 2020	Indirect	Y	Local	Ope
Culligan of the Rio Grande Valley	320895 7.30.20	7.99	Culligan July 2020	Indirect	Y	Local	Ope
Smith-Reagan & Associates, Inc DBA Smith-Reagan Insurance Ag	11362	50.00	Smith Reagan & Assoc JH 8.6.20	Indirect	Y	Local	Ope
Smith-Reagan & Associates, Inc DBA Smith-Reagan Insurance Ag	71986032-8.12.20	175.00	Smith & Reagan CNA Surety MV 8.12.20	Indirect	Y	Local	Ope
AIM Media Texas	40016751-0720	3,624.96	AIM Classified Legal July 2020	Indirect	Y	Local	Ope
Rentfro, Irwin, & Irwin, P.L.L.C	563	1,200.00	Rentfro Law July 2020	Indirect	Y	Local	Ope
		<u>5,293.77</u>					

### 525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Culligan of the Rio Grande Valley	320895 7.30.20	\$ 57.95	Culligan July 2020	Indirect			
E.A. Stone dba Gulf Data Products	Gulf Data Pro Aug 20	3,100.00	Gulf Data Products 8.4.20	Indirect	Y	Local	Tolls
LexisNexis Risk Solutions FL Inc	1546392-20200731	106.92	Lexis Nexis July 2020	Indirect	Y	Local	Tolls
Rentfro, Irwin, & Irwin, P.L.L.C	563	360.00	Rentfro Law July 2020	Indirect	Y	Local	Tolls
		<u>3,624.87</u>					
	Operations	\$ 5,293.77					
	Tolls	<u>3,624.87</u>					
	Total Transfer	<u>\$ 8,918.64</u>					

Reviwed by:

Monica R. Ibarra,  
Accounting Clerk

Monica R Ibarra 8.12.20

Victor J. Barron,  
Controller

Victor J. Barron 8.12.20

Pete Sepulveda Jr,  
Executive Director

Pete Sepulveda Jr 08/12/20

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims August 5, 2020**



**100 Operations**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
AGC Solutions LLC	AGC Rent Aug 2020	\$ 4,460.00	AGC Monthly Rent Aug 2020	Indirect	Y	Local	Ope
American Express	AMEX July 2020	377.59	AMEX July 2020	Indirect	Y	Local	Ope
ROL Consulting LLC	111	10,000.00	ROL Consulting Services July 2020	Indirect	Y	Local	Ope
MPC Studios, Inc	29292	125.00	MPC Website Hosting Aug 2020	Indirect	Y	Local	Ope
Smith-Reagan & Associates, Inc DBA Smith-Reagan Insurance Ag	71344654 9.27.20	161.88	CNA Surety #71344654 Mark Esparza	Indirect	Y	Local	Ope
Superior Alarms	728385	75.00	Superior Alarms Aug 2020	Indirect	Y	Local	Ope
Toshiba Financial Services	35990933	311.23	Toshiba Admin Aug 2020	Indirect	Y	Local	Ope
		<u>15,510.70</u>					

### 525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	AMEX July 2020	\$ 588.27	AMEX July 2020	Indirect	Y	Local	Tolls
Gexa Energy, LP	31250489	728.14	GEXA July 2020 570 Fm 511 & 1895 Fm 511 #1	Direct Connectors - SH550	Y	Local	Tolls
Gexa Energy, LP	31252819	124.66	GEXA July 2020 1505 Fm 511 & 1705 Fm 511	Direct Connectors - SH550	Y	Local	Tolls
Prisciliano Delgado	10713	250.00	Prisciliano Lawn Care July 2020	Indirect	Y	Local	Tolls
Public Utilities Board	PUB 600710	273.12	PUB 600710 July 2020	Direct	Y	Local	Tolls
Quadient Leasing USA, Inc.	N8415239	3,183.30	Quadient May June July 2020	Indirect	Y	Local	Tolls
Texas Department of Motor Vehicles (TxDMV)	TXDMV Replenish	5,000.00	TX DMV Replenishment 7.31.20	Indirect	Y	Local	Tolls
Verizon Wireless	9859333090	91.61	Verizon July 2020	Indirect	Y	Local	Tolls
		<u>10,239.10</u>					
	Operations	\$ 15,510.70					
	Tolls	<u>10,239.10</u>					
	Total Transfer	<u>\$ 25,749.80</u>					

Reviwed by:

Monica R. Ibarra,  
Accounting Clerk

Monica R Ibarra 8.5.20

Victor J. Barron,  
Controller

Victor J. Barron 8.5.20

Pete Sepulveda Jr,  
Executive Director

Pete Sepulveda Jr 08.05.20

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims July 29, 2020**



**100 Operations**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Gexa Energy, LP	31218695	\$ 218.18	Gexa Ste 3 & 4 July 2020	Indirect	Y	Local	Ope
Gexa Energy, LP	31219010	61.69	Gexa Ste 6 & Tolls July	Indirect	Y	Local	Ope
Gexa Energy, LP	31219133	164.12	Gexa Ste 5 & 7 July 2020	Indirect	Y	Local	Ope
Pathfinder Public Affairs, Inc	29	12,000.00	Consulting Services May 2020	Indirect	Y	Local	Ope
Pathfinder Public Affairs, Inc	30	12,000.00	Government Consulting Services June 2020	Indirect	Y	Local	Ope
		<u>24,443.99</u>					

## 525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
FRANCISCO J SANMIGUEL	FSM SH550 7.27.20	\$ 894.11	Mileage for SH550 Oct2019 Jun2020	Indirect	Y	Local	Tolls
Gexa Energy, LP	31219010	253.15	Gexa Ste 6 & Tolls July	Indirect	Y	Local	Tolls
Kapsch TrafficCom USA, Inc	486021SI00654	14,274.00	Kapsch Maintenance Support June 2020	Indirect	Y	Local	Tolls
Toshiba Financial Services	35916626	296.86	Toshiba Tolls July 2020	Indirect	Y	Local	Tolls
		<u>15,718.12</u>					
	Operations	\$ 24,443.99					
	Tolls	<u>15,718.12</u>					
	Total Transfer	<u>\$ 40,162.11</u>					

Reviwed by:

Monica R. Ibarra,  
Accounting Clerk

Monica R Ibarra 7.29.20

Victor J. Barron,  
Controller

Victor J. Barron 7.29.20

Pete Sepulveda Jr,  
Executive Director

PJ 07.29.20

**2-C    APPROVAL OF CLAIMS**



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**BOD Claims August 20, 2020**

2C



**525 Tolls Interlocal Agreement**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
TollPlus LLC	O20046	\$ 6,303.75	TollPlus Maintenance and Support July 2020	Pharr- Reynosa Int'l Bridge	Y	Local	Tolls
		<u>6,303.75</u>					

**525 Tolls**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
TollPlus LLC	020020-01	\$ 750,000.00	Back Office System Enhancements Milestone #2 50%	Indirect	Y	Local	Tolls
TollPlus LLC	O20046	15,271.91	TollPlus Maintenance and Support July 2020	Indirect	Y	Local	Tolls
		<u>765,271.91</u>					

Tolls Interlocal Agreement	6,303.75
Tolls	765,271.91
Total Transfer	<u>\$ 771,575.66</u>

Reviwed by:

Victor J. Barron,  
Controller

*Victor J. Barron*

Pete Sepulveda Jr,  
Executive Director

*PJS* 08.17.20

**2-D      CONSIDERATION AND APPROVAL OF THE FINANCIAL STATEMENTS  
AND BUDGET AMENDMENTS FOR THE MONTH OF JULY 2020**



**JULY 2020 FINANCIAL REPORT**

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

**VICTOR J. BARRON, CONTROLLER**



# **CCRMA MONTHLY FINANCIAL**

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**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

Statement of Revenues and Expenditures - Monthly R&E - Unposted Transactions Included In  
Report From 7/1/2020 Through 7/31/2020  
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
Operating Revenues					
Vehicle registration fees	280,830	2,705,834	3,250,000	(544,166)	2,754,420
Interlocal agreement revenues	10,000	104,716	120,000	(15,284)	23,495
Other revenues	0	0	0	0	211,452
Total Operating Revenues	<u>290,830</u>	<u>2,810,550</u>	<u>3,370,000</u>	<u>(559,450)</u>	<u>2,989,367</u>
Operating Expenses					
Personnel costs	88,575	770,998	846,528	75,531	688,432
Professional services	22,000	249,769	306,642	56,873	147,324
Contractual services	1,229	24,532	110,000	85,468	90,227
Advertising & marketing	3,625	8,765	18,500	9,735	3,924
Data processing	63	6,081	10,000	3,919	5,243
Dues & memberships	0	17,917	20,000	2,083	17,157
Education & training	0	920	10,000	9,080	4,266
Fiscal agent fees	0	10,995	50,000	39,005	13,904
Insurance	0	411	5,000	4,589	1,668
Maintenance & repairs	0	1,456	10,000	8,544	2,819
Office supplies	134	13,643	22,500	8,857	13,991
Rent	4,551	49,371	62,420	13,049	46,052
Travel	0	12,810	30,000	17,190	25,918
Utilities	649	8,588	12,000	3,412	9,392
Total Operating Expenses	<u>120,826</u>	<u>1,176,257</u>	<u>1,513,590</u>	<u>337,333</u>	<u>1,070,315</u>
Total Operating Income (Loss)	<u>170,004</u>	<u>1,634,293</u>	<u>1,856,410</u>	<u>(222,117)</u>	<u>1,919,052</u>
Non Operating Revenues					
Grant revenues	0	0	0	0	1,846,916
Interest income	3,695	53,248	68,200	(14,952)	37,261
Total Non Operating Revenues	<u>3,695</u>	<u>53,248</u>	<u>68,200</u>	<u>(14,952)</u>	<u>1,884,177</u>
Non Operating Expenses					
Debt interest	0	1,253,431	1,799,750	546,319	478,464
Debt interest-LOC	0	3,771	25,500	21,729	4,255
Total Non Operating Expenses	<u>0</u>	<u>1,257,202</u>	<u>1,825,250</u>	<u>568,048</u>	<u>482,719</u>
Total Changes in Net Position	<u>173,699</u>	<u>430,338</u>	<u>99,360</u>	<u>330,979</u>	<u>3,320,511</u>

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

Toll Operations Revenues & Expenses - Cash - Toll Operations Revenues & Expenditures - Cash - Unposted Transactions Included In Report  
From 7/1/2020 Through 7/31/2020  
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
Toll Operating Revenues					
TPS Revenues	154,915	1,530,790	1,900,000	(369,210)	1,630,907
Interop Revenues					
Interop revenues	68,501	663,035	700,000	(36,965)	604,340
Bridge interoperability	<u>38,504</u>	<u>408,728</u>	<u>525,000</u>	<u>(116,272)</u>	<u>348,535</u>
Total Interop Revenues	107,004	1,071,763	1,225,000	(153,237)	952,875
Other Toll Revenues					
Interlocal agreement revenues	11,816	118,298	136,000	(17,702)	37,779
Other	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>10,500</u>
Total Other Toll Revenues	11,816	118,298	136,000	(17,702)	48,279
Total Toll Operating Revenues	<u>273,736</u>	<u>2,720,851</u>	<u>3,261,000</u>	<u>(540,149)</u>	<u>2,632,060</u>
Toll Operating Expenses					
Personnel costs	69,330	609,559	909,077	299,518	535,120
Transaction processing costs	43,177	280,651	411,500	130,849	305,506
Toll system maintenance/IT	27,233	275,367	350,000	74,633	192,210
Roadside maintenance	37,299	413,852	500,485	86,633	369,344
CSC indirect/overhead costs	<u>5,779</u>	<u>117,790</u>	<u>225,550</u>	<u>107,760</u>	<u>103,034</u>
Total Toll Operating Expenses	<u>182,819</u>	<u>1,697,221</u>	<u>2,396,612</u>	<u>699,391</u>	<u>1,505,214</u>
Total Operating Income (Loss)	<u>90,917</u>	<u>1,023,630</u>	<u>864,388</u>	<u>159,242</u>	<u>1,126,847</u>
Non Operating Revenues					
Pass through grant revenues	<u>1,385,000</u>	<u>1,385,000</u>	<u>1,385,000</u>	<u>0</u>	<u>1,385,000</u>
Total Non Operating Revenues	<u>1,385,000</u>	<u>1,385,000</u>	<u>1,385,000</u>	<u>0</u>	<u>1,385,000</u>
Non Operating Expenses					
Debt interest	0	1,254,663	2,249,388	994,725	843,352
Project expenses	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>74,201</u>
Total Non Operating Expenses	<u>0</u>	<u>1,254,663</u>	<u>2,249,388</u>	<u>994,725</u>	<u>917,553</u>
Changes in Net Position	<u>1,475,917</u>	<u>1,153,967</u>	<u>(0)</u>	<u>1,153,967</u>	<u>1,594,294</u>



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
Combined Statement of Revenues and Expenses - Unposted Transactions Included In Report  
From 7/1/2020 Through 7/31/2020  
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
<b>Operating Revenues</b>					
Vehicle registration fees	280,830	2,705,834	3,250,000	(544,166)	2,754,420
Interlocal Agreement Revenue	21,816	223,014	256,000	(32,986)	61,274
Toll revenues	261,919	2,602,553	3,125,000	(522,447)	2,583,782
Other revenue	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>221,952</u>
Total Operating Revenues	<u>564,566</u>	<u>5,531,401</u>	<u>6,631,000</u>	<u>(1,099,599)</u>	<u>5,621,428</u>
<b>Operating Expenses</b>					
Personnel costs	157,905	1,380,557	1,755,606	375,048	1,223,552
Accounting software and services	0	1,206	10,000	8,794	5,751
Professional services	22,000	248,563	296,642	48,079	142,037
Contractual services	1,603	31,904	135,000	103,096	96,770
Advertising & marketing	3,910	40,398	78,500	38,102	22,906
Data processing	63	7,544	10,000	2,456	5,958
Dues & memberships	0	20,957	27,000	6,043	22,443
Education & training	0	920	20,000	19,080	6,751
Fiscal agent fees	0	14,195	50,000	35,805	13,904
Insurance	16,291	72,731	80,485	7,754	72,254
Maintenance & repairs	760	17,736	40,000	22,264	18,742
Office supplies	25,438	167,792	214,500	46,708	174,257
Road maintenance	48,535	614,020	755,000	140,980	483,681
Rent	8,031	81,842	106,970	25,128	67,754
Toll services	13,406	97,402	226,500	129,098	130,540
Travel	894	22,649	42,000	19,351	43,527
Utilities	4,808	56,262	62,000	5,738	44,705
Total Operating Expenses	<u>303,645</u>	<u>2,876,678</u>	<u>3,910,203</u>	<u>1,033,524</u>	<u>2,575,529</u>
Net Change from Operations	<u>260,921</u>	<u>2,654,722</u>	<u>2,720,797</u>	<u>(66,075)</u>	<u>3,045,899</u>
<b>Non Operating Revenue</b>					
Pass through grant revenues	1,385,000	1,385,000	1,385,000	0	1,385,000
Interest income	<u>3,695</u>	<u>53,248</u>	<u>68,200</u>	<u>(14,952)</u>	<u>37,261</u>
Total Non Operating Revenue	<u>1,388,695</u>	<u>1,438,248</u>	<u>1,453,200</u>	<u>(14,952)</u>	<u>1,422,261</u>
<b>Non Operating Expenses</b>					
Bond Debt Expense	0	2,504,894	4,048,688	1,543,794	1,321,815
Debt Interest - LOC	<u>0</u>	<u>3,771</u>	<u>25,950</u>	<u>22,179</u>	<u>4,255</u>
Total Non Operating Expenses	<u>0</u>	<u>2,508,666</u>	<u>4,074,638</u>	<u>1,565,972</u>	<u>1,326,071</u>
Changes in Net Position	<u>1,649,616</u>	<u>1,584,305</u>	<u>99,359</u>	<u>1,484,946</u>	<u>3,142,089</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY  
Statement of Revenues and Expenditures - Monthly Project I/S - Unposted Transactions Included In Report  
From 7/1/2020 Through 7/31/2020

(In Whole Numbers)

	<u>Current Period Actual</u>	<u>Current Year Actual</u>
Non Operating Revenues		
Grant revenues		
SH550 GAP II	46,455	46,455
Morrison Road	<u>21,049</u>	<u>76,222</u>
Total Grant revenues	67,505	122,678
Project revenues		
West Blvd. Project	0	300,000
SH 32 (East Loop)	0	674,848
Morrison Road	1,296	4,693
Indiana Road - COB	0	62,500
CC- Veterans Bridge	0	159,801
CC - Old ALice Road	54,229	329,987
CC - Parks Circulation Study	0	11,628
CC - Bridge Maintenance Projects	0	478,718
CC - Gateway Bridge	2,505	26,401
CC - Parks Traffic Circulation Study	0	1,762
CC - Los Indios LPOE Bldg & Lot Modification	0	17,909
CC - Consulting Services PF	0	40,000
CC - International Bridge	0	447,000
CC - Parks	<u>0</u>	<u>479,980</u>
Total Project revenues	<u>58,030</u>	<u>3,035,228</u>
Total Non Operating Revenues	<u>125,535</u>	<u>3,157,906</u>
Non Operating Expenses		
Project expenses		
Indirect	22,000	205,134
South Padre Island 2nd Access	0	245
West Blvd. Project	0	400,432
Outer Parkway	0	227
West Rail Relocation	0	2,417
SH 550	0	148,455
SH550 GAP II	58,069	58,069
SH 32 (East Loop)	0	1,039,093
South Port Connector - SH32	0	7,832
Whipple Road	0	38,044
FM 509	0	48,167
Morrison Road	0	93,637
Indiana Road - COB	0	2,368
CC- Veterans Bridge	0	64,868
CC - Old ALice Road	54,229	357,248
CC BRIDGE ADVISORY SERVICES	0	1,136
CC - Parks Circulation Study	0	244
CC - Bridge Maintenance Projects	0	483,387
CC - Gateway Bridge	2,505	32,729
CC - Parks Traffic Circulation Study	0	17,497
CC - Los Indios LPOE Bldg & Lot Modification	0	17,909
CC - Consulting Services PF	8,000	56,000
CC - International Bridge	0	282,110
CC - Parks	0	544,718
Total Project expenses	<u>144,803</u>	<u>3,901,968</u>
Total Non Operating Expenses	<u>144,803</u>	<u>3,901,968</u>
Total Changes in Net Position	(19,268)	(744,062)



## CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Balance Sheet  
As of 7/31/2020  
(In Whole Numbers)

	Current Year
<b>ASSETS</b>	
Current Assets:	
Cash and cash equivalents	4,402,376
Restricted cash accounts - debt service	5,432,267
Accounts receivable, net	3,575,802
Accounts receivable - other agencies	4,732,395
Accrued interest	0
Total Current Assets:	18,142,839
Non Current Assets:	
Capital assets, net	102,369,990
Capital projects in progress	23,414,858
Unamortized bond prepaid costs	104,532
Net pension asset	5,150
Total Non Current Assets:	125,894,530
Deferred Outflow of Resources	
Deferred outflows related to bond refunding	193,715
Deferred outflow related to pension	168,350
Total Deferred Outflow of Resources	362,065
Total ASSETS	144,399,434
<b>LIABILITIES</b>	
Current Liabilities	
Accounts payable	882,165
Deferred revenue	359,381
Total Current Liabilities	1,241,546
Non Current Liabilities	
Due to other agencies	16,184,188
Long term bond payable	76,418,371
Total Non Current Liabilities	92,602,558
Deferred Inflows of Resources	
Deferred inflows related to pension	11,943
Total LIABILITIES	93,856,048
<b>NET POSITION</b>	
Beginning net position	44,997,192
Total Beginning net position	44,997,192
Changes in net position	
Total Changes in net position	5,546,194
Total NET POSITION	50,543,386
TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION	144,399,434

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

Statement of Cash Flows

As of 7/31/2020

(In Whole Numbers)

	<u>Current Period</u>	<u>Current Year</u>
Cash Flows from Operating Activities		
Receipts from Vehicle Registration Fees	384,170	2,355,390
Receipts from Interop Toll revenues	114,023	1,081,271
Receipts from TPS Toll Revenues	158,352	1,931,867
Receipts from Other Operating Revenues	1,348,882	1,558,079
Payments to Vendors	(216,185)	(1,670,098)
Payments to Employees	<u>(156,808)</u>	<u>(1,229,729)</u>
Total Cash Flows from Operating Activities	<u>1,632,433</u>	<u>4,026,779</u>
Cash Flows from Capital and Related Financing Activities		
Acquisitions of Construction in Progress	49,939	(1,174,222)
Payments on principal and interest	0	(2,897,156)
Proceeds related to redevelopment assets	(2,739,166)	(346,559)
Payment on interlocal project expenses	(114,803)	(2,473,249)
Interlocal project proceeds	<u>1,452,505</u>	<u>1,507,678</u>
Total Cash Flows from Capital and Related Financing Activities	<u>(1,351,526)</u>	<u>(5,383,509)</u>
Cash Flows from Investing Activities		
Receipts from Interest Income	<u>3,695</u>	<u>53,248</u>
Total Cash Flows from Investing Activities	<u>3,695</u>	<u>53,248</u>
Beginning Cash & Cash Equivalents		
	<u>9,550,041</u>	<u>11,138,124</u>
Ending Cash & Cash Equivalents	<u><u>9,834,643</u></u>	<u><u>9,834,643</u></u>

**2-E      CONSIDERATION AND APPROVAL OF RECOMMENDATION OF HIGHEST  
RANKED FIRM PROPOSAL FOR THE DANA ROAD PROJECT FOR PS&E  
SOLICITATION AND AUTHORIZE STAFF TO ENTER INTO CONTRACT  
NEGOTIATIONS.**

**IMPROVING MORE THAN JUST ROADS****M E M O R A N D U M**

To: Board of Directors  
From: Pete Sepulveda, Jr. *PSJ*  
Executive Director

Date: August 20, 2020

Subj: Item 2E

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On February 21, 2020 the CCRMA Board of Directors passed an Interlocal Agreement for the Dana Road Project to prepare the Preliminary Engineering of the project.

The Interlocal provides for local funds from both Cameron County and City of Brownsville for the engineering work to be performed by a consultant.

Per our procurement policies and Transportation Code, Chapter 370, CCRMA requested qualifications for professional engineering services for the Dana Road project.

The solicitation was strictly qualifications based with no cost estimates provided. Each response was evaluated in the following categories:

- Project Understanding & Approach including quality control procedures
- Project Managers' and Project Team's qualifications and Experience
- Staff Capabilities and Workload Capacity
- Past Performance

Below is a summary of the resulting scores from the evaluation.



**IMPROVING MORE THAN JUST ROADS**



**CCRMA Evaluation Scoring Sheet**

**Date** 08.13.20

**Project**

**Dana Road**

**RFQ Results**

<b>TEDSI</b>	<b>GDJ</b>	<b>HANSON</b>	<b>KCI</b>
87.3	94.6	84	87.3

**Ranking**

The CCRMA has ranked the firms' responses in order from highest to lowest as follows:

1. GDJ
2. KCI & TEDSI (tied score)
3. Hanson

In accordance with 40 U.S. Code §1104(b) the staff is requesting to commence negotiations for a final contract with the highest ranked firm GDJ Engineering.

**2-F      CONSIDERATION AND ACCEPTANCE OF INTERLOCAL  
AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL  
MOBILITY AUTHORITY AND THE CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY.**

## INTERLOCAL AGREEMENT

**THIS INTERLOCAL AGREEMENT** (the “Agreement”) is made and entered into effective as of the \_\_\_\_ day of August 2020, by and between the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (“CTRMA”) and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY (“CCRMA”), political subdivisions of the State of Texas (collectively, the “Parties”).

### WITNESSETH:

**WHEREAS**, the CTRMA is a regional mobility authority created pursuant to the request of Travis and Williamson Counties and operating pursuant to Chapter 370 of the Texas Transportation Code (the “RMA Act”) and 43 TEX. ADMIN. CODE §§ 26.1 *et seq.* (the “RMA Rules”); and

**WHEREAS**, the CCRMA is a regional mobility authority created pursuant to the request of Cameron County and operating pursuant to the RMA Act and the RMA Rules; and

**WHEREAS**, Chapter 791 of the Texas Government Code provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

**WHEREAS**, Section 370.033 of the RMA Act provides that a regional mobility authority may enter into contracts or agreements with another governmental entity; and

**WHEREAS**, the CCRMA currently operates the SH 550 Toll Project and other projects in Cameron County, Texas; and

**WHEREAS**, the CCRMA is in need of transponder-based toll transaction processing services related to the SH 550 Toll Project and potentially other future transportation projects; and

**WHEREAS**, the CTRMA is a party to the Agreement Regarding Interoperability of Toll Systems and Transponders (the “Interoperability Agreement”), through which toll transactions on various tolled facilities throughout the state are processed and credited to the operator of the facility on which the transaction occurred; and **WHEREAS**, CTRMA has an “Agreement for Transponder-Based Transaction Processing” dated \_\_\_\_\_, with Kapsch TraffiCom USA, Inc. (“Kapsch”) to perform transponder-based transaction processing (the “Kapsch Agreement”); and **WHEREAS**, CCRMA has requested that the transponder-based transaction processing performed for CTRMA under the Kapsch Agreement also be performed for CCRMA; and

**WHEREAS**, in addition to securing performance of transponder-based transaction processing for its benefit under the Kapsch Agreement the CCRMA desires that electronic toll collection transactions related to use of CCRMA facilities be processed through the Interoperability Agreement through CTRMA; and

**WHEREAS**, the Parties have agreed that it would be to their mutual benefit for the CTRMA to seek performance under the Kapsch Agreement for the benefit of the CCRMA and to provide for processing of CCRMA's transactions through the Interoperability Agreement,

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

## **I. FINDINGS**

**Recitals.** The recitals set forth above are incorporated herein for all purposes and are found by the Parties to be true and correct. It is further found and determined that the Parties have authorized and approved the Agreement by resolution or order adopted by their respective governing bodies, and that this Agreement will be in full force and effect when approved by each party.

## **II. ACTIONS**

**1. Provision of Services.** Subject to the terms of this Agreement, the CTRMA and/or its consultants shall facilitate the CCRMA's utilization of the resources and services provided under (i) the Kapsch Agreement; (ii) the Central United States Interoperability Agreement; and (iii) any amendments or successor agreements, in connection with the provision of transponder-based transaction processing for the SH 550 Toll Project and any other CCRMA transportation projects.

**2. Enforcement of Kapsch Agreement and Transponder-Based Transaction Processing.** The CTRMA has the right to seek performance under the Kapsch Agreement as it relates to transponder-based transaction processing services and enforce the terms of the agreement as it relates to CCRMA transactions. If at any time during the term of this Agreement CCRMA finds that Kapsch is not complying with the terms of the Kapsch Agreement as it relates to CCRMA transponder-based transaction processing, the CCRMA may provide written notification to CTRMA of the nature of the non-compliance and the necessary corrective action. Upon receipt of such notification, CTRMA shall, on CCRMA's behalf and in a timely manner, use the remedies available in the Kapsch Agreement to enforce the agreement and to demand that Kapsch take corrective action. In the event CCRMA believes it has been damaged and is owed compensation or other relief by Kapsch, CTRMA shall cooperate with CCRMA to assert such claims on CCRMA's behalf. To the extent there are any third-party expenses associated with the pursuit of claims or remedial action for the benefit of CCRMA, CCRMA shall pay such expenses provided that such expenses and/or the retention of third parties in connection with such efforts is approved by CCRMA, in writing. It is CCRMA's obligation to monitor Kapsch's performance under the Kapsch Agreement as it relates to CCRMA transponder-based transaction processing, and CTRMA shall have no liability for lost revenue or other losses due to Kapsch's failure to perform.

**3. Transponder-based Transactions .** CTRMA shall submit transponder-based transactions on CCRMA facilities to the Central United States Interoperable Hub (or any subsequent hub established for transaction processing). The Scope of Services associated with transponder-based



transaction processing provided for hereunder is set forth on Attachment “A”; and the fees for such services are set forth on Attachment “B”.

Payments due to CCRMA under this Agreement shall be made to the CCRMA’s Trustee, ADD INFO HERE, via wiring instructions provided by the CCRMA.

**4. Associated Expenses.** CTRMA is periodically assessed certain maintenance, hardware, and software costs, third party audit costs, required testing costs and host server processing enhancements costs as a party to the Interoperability Agreement. Such costs are borne by all of the parties to that agreement based on the relative volume of transactions processed for each party in relation to the total volume of transactions processed by the Central United States Interoperable Hub. Because costs are charged to CTRMA as a result of CCRMA’s transactions, CCRMA shall reimburse CTRMA for the portion of CTRMA’s costs that are attributable to the proportional volume of CCRMA’s transactions. The calculation will be based on CCRMA transactions for the previous calendar year.

In the event CCRMA becomes a direct party to the Interoperability Agreement or the Central United States Interoperable Hub, the parties agree to amend this Agreement as necessary to accommodate the change.

### III.

#### GENERAL AND MISCELLANEOUS

**1. Term and Termination.** Subject to the following, this Agreement shall be effective as of the date first written above and shall continue in force and effect until August 31, 2023. The term of the Agreement may be extended by written agreement of the Parties. Notwithstanding the foregoing:

- a. if the Kapsch Agreement is terminated, this Agreement shall terminate on the same day that the Kapsch Agreement terminates, provided that the CTRMA shall give the CCRMA written notice of the termination within five (5) business days of providing notice to or receiving notice from Kapsch in accordance with the Kapsch Agreement;
- b. either party may terminate this Agreement in the event of a material breach of its terms, which may include, but is not limited to, failure to make timely payments of amounts owed and failure of the Services or Image Reviews to be provided in accordance with this Agreement, provided that the party seeking to terminate the Agreement has provided written notice to the other of the alleged default and the default has not been cured within thirty (30) days of receipt of such notice; or
- c. either party may terminate this Agreement upon ninety (90) days written notice to the other.

**2. Prior Written Agreements.** This Agreement is without regard to any and all prior written contracts or agreements between the Parties regarding any other subject matter and does not

modify, amend, ratify, confirm, or renew any such other prior contract or agreement between the Parties.

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

**4. Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claims on behalf of any third party. Neither of the Parties waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**5. Amendments and Modifications.** This Agreement may not be amended or modified except in writing and executed by both Parties to this Agreement and authorized by their respective governing bodies.

**6. Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

**7. Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when both Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

**IN WITNESS WHEREOF**, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

By: \_\_\_\_\_  
Mike Heiligenstein  
Executive Director

**CAMERON COUNTY  
REGIONAL MOBILITY AUTHORITY**

By: \_\_\_\_\_  
Pete Sepulveda, Jr.  
Executive Director

## **ATTACHMENT “A”**

### **SCOPE OF SERVICES-TRANSPONDER TRANSACTIONS**

The Scope of Services may include, but not be limited to, the following tasks on behalf of the CCRMA:

1. The CTRMA shall submit transponder-based transactions to the Central United States Interoperable Hub, in accordance with the approved interoperable business rules and interface control documents.
2. The CTRMA shall collect and distribute to the CCRMA toll funds collected on behalf of the CCRMA within two weeks after the CTRMA has received funds due from the last of the other toll agencies remitting funds for CTRMA and/or CCRMA transactions for the preceding month.
3. The CTRMA shall provide timely assistance to the CCRMA in properly reconciling the payments from CTRMA to CCRMA.
4. The CTRMA shall make a good faith effort to include the CCRMA in the review of toll transaction processing agreements that affect the processing of CCRMA transactions or may result in a change to the toll transaction fee structure or performance measures.
5. Either directly or through access to consultant-provided systems and reports, the CTRMA shall make all reasonable efforts to provide to the CCRMA the same access to information and reports that the CTRMA requires to audit, reconcile, or resolve customer service or financial related matters related to electronic toll transactions.
6. CTRMA shall make all reasonable efforts to provide to the CCRMA the same ownership of toll transaction related information that the CTRMA is afforded through their consultant agreements.
7. Per Article II.3 (Transponder-Based Transactions) and II.4 (Associated Expenses) of the Agreement, CCRMA will reimburse CTRMA for a proportional share of certain actual costs incurred as a party to the Interoperability Agreement.

## **ATTACHMENT “B”**

### **FEE SCHEDULE**

#### **TRANSPONDER-BASED TRANSACTION FEE SCHEDULE**

Transactions submitted to the Central United States Interoperable Hub through CTRMA shall be processed at a cost of \$0.05 + 3% of the toll for each transaction or a minimum of \$0.08 as prescribed in the Central United States Interoperability Agreement. These fees will be deducted from the amounts due to CCRMA.

**2-G      CONSIDERATION AND APPROVAL OF AGREEMENT BETWEEN THE CAMERON  
AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY  
AUTHORITY AND ROL CONSULTING, LLC.**

**IMPROVING MORE THAN JUST ROADS****MEMORANDUM**

**TO:** Board of Directors

**FROM:** Pete Sepulveda, Jr. *PSJ*  
RMA Executive Director

**DATE:** August 20, 2020

**RE:** Item 2-G ROL Consulting, LLC

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

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

# **ROL Consulting, LLC.**

## **AGREEMENT FOR CONSULTING SERVICES**

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

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

This Agreement is effective as of September 14, 2020. This agreement will terminate on September 12, 2021 unless terminated earlier in whole or in part by Consultant or the Client. Further, either party may terminate this agreement upon 30-days written notice to the other party.

### **SCOPE OF SERVICES**

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

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



accidents, etc.) for prioritizing projects.

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

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

In consideration for such services, all of which are to be personally supervised by David Anthony Garza, the Client shall pay professional fees of \$8,000.00 each month for the duration of the contract. In addition, the Client would reimburse the Consultant monthly for any reasonable actual out-of-pocket office or travel expense, provided that such expense receives prior written approval of the Client's Executive Director and are consistent with the Client's travel policy. If Consultant and Client both agree that a higher level of service than expected is needed during the project development process, the consultant and Client may renegotiate this contract based on mutually agreeable terms if necessary, during the term of the contract. Notwithstanding the foregoing, consultant remains obliged to perform under this Agreement during such renegotiation.

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

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

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

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

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

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

Acceptance/Acknowledgement:

CONSULTANT:

**ROL Consulting, LLC**

By: \_\_\_\_\_

David Anthony Garza

Typed or Printed Name

Owner

Title

Date: 9/13/2020

CLIENT:

**CCRMA**

By: \_\_\_\_\_

Frank Parker

Typed or Printed Name

Chairman

Title

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

**2-H      CONSIDERATION AND APPROVAL OF AMENDMENT NUMBER TWO TO  
MASTER SERVICES AGREEMENT FOR TOLL SYSTEM MAINTENANCE  
BETWEEN KAPSCH TRAFFICCOM USA, INC., AND THE CAMERON  
COUNTY REGIONAL MOBILITY AUTHORITY.**

**AMENDMENT NUMBER TWO**  
**TO**  
**MASTER SERVICES AGREEMENT FOR TOLL SYSTEM MAINTENANCE**

This Amendment Number Two (the "Amendment 2") to the Master Services Agreement for Toll System Maintenance Services ("Agreement") entered by and between Kapsch TrafficCom USA, Inc., a Delaware corporation doing business at 8201 Greensboro Drive, Suite 1002, McLean, VA 22102 ("Company") and Cameron County Regional Mobile Authority ("CCRMA") dated November 12, 2015, is hereby amended by mutual agreement of the parties as of June 1, 2020 ("Effective Date"). Company and Subcontractor are referred herein collectively as the "Parties".

**RECITALS**

**WHEREAS**, the Parties entered into the Agreement on November 12, 2015 for Company to furnish and provide to CCRMA toll system maintenance services;

**WHEREAS**, the Parties now wish to amend the Agreement to extend the term of the Agreement, as set forth below, while leaving the remainder of the Agreement in full force and effect as unchanged and unamended.

**NOW, THEREFORE**, the Parties hereby agree to amend the Agreement in accordance with its terms as follows:

Amendment 1 to the Agreement, which will terminate on August 31, 2020 per its terms, is hereby extended and will remain in effect for an additional 3 months, to terminate on November 30, 2020. During the 3-month period, the parties will negotiate in good faith on a new maintenance agreement.

Including the above modification, the Parties hereby acknowledge that the Agreement remains in full force and effect.

\*signature page follows\*

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the date first written above.

KAPSCH TRAFFICCOM USA, INC.

CAMERON COUNTY REGIONAL  
MOBILE AUTHORITY

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**2-I      DISCUSSION AND POSSIBLE ACTION REGARDING THE FISCAL YEAR 2020-2021  
ANNUAL BUDGET.**

Appendix A - Administrative Operations  
Budget Summary FY2021

	Budget 2020	Budget 2021	Increase/(Decrease) in Dollars
<b>Operating Revenue</b>			
Vehicle registration fee	\$ 3,250,000	\$ 3,000,000	\$ (250,000)
TRZ Revenue	-	1,311,065	1,311,065
Interlocal revenue	120,000	120,000	-
<b>Total Operating Revenue</b>	<b>3,370,000</b>	<b>4,431,065</b>	<b>1,061,065</b>
<b>Salaries and Benefits</b>			
Salaries	666,934	819,706	152,772
Employee benefits & taxes	179,594	199,123	19,529
<b>Total Salaries and Benefits</b>	<b>846,528</b>	<b>1,018,829</b>	<b>172,301</b>
<b>Administrative and Office Expenses</b>			
Accounting software and services	10,000	2,500	(7,500)
Advertising and marketing	18,500	15,000	(3,500)
Audit services	31,000	31,000	-
Computer equipment and accessories	2,000	7,000	5,000
Consulting	265,642	270,600	4,958
Contractual	10,000	2,000	(8,000)
Data processing	10,000	10,000	-
Dues and memberships	20,000	20,000	-
Education and training	10,000	10,000	-
Fiscal agent fees	50,000	50,000	-
Insurance and surety bonds	5,000	2,000	(3,000)
Interest - line of credit	25,000	25,000	-
Interest - computer equipment	500	500	-
Lease - Building	48,720	53,520	4,800
Lease - computer equipment	9,500	9,500	-
Lease - copier	4,200	3,735	(465)
Legal Expenses	100,000	50,000	(50,000)
Maintenance and repairs	10,000	5,000	(5,000)
Miscellaneous expenses	-	-	-
Office supplies	15,000	15,000	-
Office furniture	5,000	2,500	(2,500)
Postage	500	500	-
Travel	30,000	25,000	(5,000)
Trustee fees	-	3,600	3,600
Utilities	12,000	12,000	-
Internet/Phones	-	15,000	15,000
Website maintenance	-	1,500	1,500
Contingency	-	22,654	22,654
<b>Total Administrative and Office Expenses</b>	<b>692,562</b>	<b>665,109</b>	<b>(27,453)</b>
<b>Total Operating Expenses</b>	<b>1,539,090</b>	<b>1,683,938</b>	<b>144,848</b>
<b>Net Increase (Decrease) before Non -Operating Revenue/(Expenses)</b>	<b>1,830,910</b>	<b>2,747,127</b>	<b>916,217</b>
<b>Non-Operating Revenue/(Expenses)</b>			
Interest revenue	68,200	50,000	(18,200)
Interlocal expense	(99,360)	-	99,360
2014 Refunding 2010A Interest	(971,750)	(32,175)	939,575
2014 Refunding 2010A Principal	-	(940,000)	(940,000)
2017 Refunding 2010A Interest & Principal	(178,800)	(178,800)	-
2019 Refunding 2010B Interest & Principal	(649,200)	(649,200)	-
TRZ Expense	-	(996,952)	(996,952)
<b>Total Non-Operating Revenue / (Expenses)</b>	<b>(1,830,910)</b>	<b>(2,747,127)</b>	<b>(916,217)</b>
<b>Net Increase (Decrease) after Non -Operating Revenue/(Expenses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Appendix B - Toll Operations  
Budget Summary FY 2021

	Budget 2020	Budget 2021	Increase/(Decrease) in Dollars
<b>Toll Operating Revenue</b>			
CUSIOP Toll Revenue	\$ 700,000	\$ 700,000	\$ -
TPS toll revenue	1,900,000	1,600,000	(300,000)
International bridge interop revenue	525,000	400,000	(125,000)
Interlocal revenue	136,000	139,876	3,876
<b>Total Toll Operating Revenue</b>	<b>3,261,000</b>	<b>2,839,876</b>	<b>(421,124)</b>
<b>Salaries and Benefits</b>			
Salaries	683,676	379,984	(303,692)
Employee benefits & taxes	225,401	141,286	(84,115)
<b>Total Salaries and Benefits</b>	<b>909,077</b>	<b>521,270</b>	<b>(387,807)</b>
<b>Toll Operations and Office Expenses</b>			
Advertising and marketing	60,000	60,000	-
Back office system maintenance	260,000	270,000	10,000
Bridge interoperability collection cost	80,000	60,353	(19,647)
Contractual	10,000	1,000	(9,000)
Computer equipment and accessories	5,000	5,000	-
Dues & memberships	7,000	7,000	-
Education and training	10,000	10,000	-
Facility landscaping and maintenance	175,000	125,260	(49,740)
Fiscal agent fees	-	5,000	5,000
HUB interop collection fees	75,000	75,000	-
Interest - computer lease	450	450	-
Legal expense	15,000	25,000	10,000
Lease - copier	5,650	3,562	(2,088)
Lease - computer equipment	4,550	4,550	-
Lease - postage equipment	34,350	33,351	(999)
Maintenance & repairs	30,000	15,000	(15,000)
Merchant card services & return payment fees	40,000	50,000	10,000
Operational support	125,000	50,000	(75,000)
Office furniture	5,000	1,500	(3,500)
Office supplies	37,000	25,000	(12,000)
Out of state DMV	18,500	18,500	-
PBM court collections	8,000	8,000	-
Postage	145,000	180,000	35,000
Property insurance	75,485	79,000	3,515
Rental - maintenance equipment	-	6,000	6,000
Rental - storage unit	-	2,160	2,160
Shipping charges	-	2,500	2,500
Toll system maintenance and monitoring	200,000	215,000	15,000
Toll equipment	-	30,000	30,000
Travel	12,000	12,000	-
Utilities	50,000	48,400	(1,600)
<b>Total Toll Operations and Office Expenses</b>	<b>1,487,985</b>	<b>1,428,586</b>	<b>(59,399)</b>
<b>Total Operating Expenses</b>	<b>2,397,062</b>	<b>1,949,856</b>	<b>(447,206)</b>
<b>Net Increase (Decrease) before Non -Operating Revenue/(Expenses)</b>	<b>863,938</b>	<b>890,020</b>	<b>26,082</b>
<b>Non-Operating Revenue/ (Expenses)</b>			
Other financing source - debt reserve fund	-	150,998	150,998
Pass through agreement	1,385,000	1,385,000	-
2012 Toll Revenue Bonds Interest	(1,283,000)	(32,750)	1,250,250
2014 CO Toll Revenue Bonds Interest & Principal	(169,550)	(169,550)	-
2015 CO Toll Revenue Bonds Interest	(146,688)	(146,688)	-
2016 Toll Refund Bonds Interest	(649,700)	(649,700)	-
2020 Toll Refund Bonds Interest	-	(617,330)	(617,330)
2020 Toll Refund Bonds Principal	-	(810,000)	(810,000)
<b>Total Non-Operating Revenue / (Expenses)</b>	<b>(863,938)</b>	<b>(890,020)</b>	<b>(26,082)</b>
<b>Net Increase (Decrease) after Non -Operating Revenue/(Expenses)</b>	<b>\$ -</b>	<b>\$ (0)</b>	<b>\$ (0)</b>