

THE STATE OF TEXAS §

COUNTY OF CAMERON §

BE IT REMEMBERED on the 10th day of December 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

DR. MARIA VILLEGAS, M.D.
DIRECTOR

ARTURO A. NELSON
DIRECTOR

MICHAEL SCAIEF
DIRECTOR

MARK ESPARZA
DIRECTOR

LEO R. GARZA
DIRECTOR

AL VILLARREAL
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 on the CCRMA's website and physically at 3470 Carmen Avenue, Suite 5, Rancho Viejo, Texas. on this 7th day of December 2020.

PUBLIC COMMENTS

1 PUBLIC COMMENTS

None.

ACTION ITEMS

2-A Consideration and Approval of the November 19, 2020 Regular Meeting Minutes.

Secretary Nelson moved to Approve the Minutes as presented. The motion was seconded by Director Esparza and carried unanimously.

2-B Acknowledgement of Claims.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the Claims and presented into the record.

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

The Claims are as follows:

2-C Approval of Claims

Mr. Pete Sepulveda, Jr., RMA Executive Director 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:

2-D Discussion Regarding the Status of the Cameron County Regional Mobility Authority Projects.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over a power point presentation regarding the status of the CCRMA projects.

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

The Power Point is as follows:

2 -E Consideration and Approval of Agreement between Cameron County Regional Mobility Authority and pathfinders Public Affairs

Mr. Pete Sepulveda, Jr., RMA Executive Director explained to the Board that this would cover the timeframe from January 1, 2021 to December 2021 for the services being provided.

Secretary Nelson moved to approve the Agreement with pathfinders Public Affairs. The motion was seconded by Director Garza and carried unanimously.

2 – F Consideration and Approval of a Donation Acceptance Agreement by and between the United States of America, Acting by and through the U.S. Department of Homeland Security, U.S. Customs and Border protection, and the U.S. General Services Administration Public Buildings Service, Cameron County, Texas and the Cameron County Regional Mobility Authority.

Mr. Pete Sepulveda, Jr., Executive Director briefed the Board on the Donation Acceptance Agreement

for the Veterans Bridge CBP Primary Lane Expansion project. Mr. Sepulveda advised the Board that the CCRMA's legal counsel had reviewed the Agreement as had the Cameron County Commissioners Court Legal Counsel. Mr. Sepulveda advised the Board that he recommended approval of the Agreement.

Secretary Nelson moved to Approve the Donation Acceptance Agreement with the U.S. Federal Government. The motion was seconded by Director Esparza and carried unanimously.

2 – G Consideration and Approval of Amendment Number 3 to the Master Service Agreement or Toll System Maintenance between the Cameron County Regional mobility Authority and Kapsch.

Mr. Pete Sepulveda, Jr., went over the need for the amendment to the contract.

Director Esparza moved to approve Amendment Number 3 to the Master Services Agreement with Kapsch. The motion was seconded by Director Garza and carried unanimously.

2 – H Consideration and Approval of proposal submitted by Direct Energy for Energy Provider for the Administration Building, Tolls Building and SH 550.

Mr. Pete Sepulveda, Jr., went over the quotes received for the services and also went over staff's recommendation.

Vice Chairman Scaief moved to accept Staff's recommendation and approved proposal submitted by Direct Energy. The motion was seconded by Director Garza and carried unanimously.

2 – I Consideration and Approval of Notice to Proceed No. 7 for Work Authorization No. 1.

Mr. Pete Sepulveda, Jr., explained the need for the notice to proceed to S&B Infrastructure.

Director Esparza moved to Approve the Notice to Proceed. The motion was seconded by Director Villegas and carried unanimously.

2 – J Discussion and Possible Action to Approve a 100% Complete Construction Plans for the Cameron Count Parks Administration Building and proceed to advertise for bids for construction in January 2021.

Mr. Pete Sepulveda, Jr., explained to the Board that the construction plans were ready for letting and that the Cameron County Commissioners Court had approved the bidding of the building.

Secretary Nelson moved to approve bidding the construction of the Parks Administration Building. The motion was seconded by Director Garza and carried unanimously.

2 – K Discussion and Possible Action to approve 100% Complete construction plans for Parking Lot #10 located adjacent to the Sandpiper Pavilion at Isla Blanca Park and proceed to advertise for bids for construction in January 2021.

Mr. Pete Sepulveda, Jr., explained to the Board that the construction plans were ready for letting and that the Cameron County Commissioners Court had approved the bidding of the parking lot.

Director Esparza moved to approve bidding the construction of the Parks Administration Building. The motion was seconded by Director Villegas and carried unanimously.

2 – L Discussion and Possible Action Regarding a request from the United States Custom and Border Protection Department of Homeland Security for a Right of Entry for a Survey and Site

Assessment on property owned by the Cameron County Regional Mobility Authority.

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

3. EXECUTIVE SESSION

- A. Deliberation and Discussion Concerning the Evaluation and Duties of the Cameron County Regional Mobility Authority Executive Director, Pete Sepulveda, Jr., Pursuant to V.T.C.A., Government Code, Section 551.074 (1).**
- B. Confer with Cameron County Regional Mobility Authority Legal Counsel Regarding possible litigation with the United States Customs and Border Protection Department of Homeland Security Regarding a Right of Entry for Tract No. RGV – FTB – 2007, property owned by the Cameron County Regional Mobility Authority, Pursuant to V.T.C.A., Government Code, Section 551.071 (1).**

Director Esparza moved to go into executive session at 12:30 pm. The motion was seconded by Director Garza and carried unanimously.

Director Garza moved to come back into opens session at 12:57 pm. The motion was seconded by Director Esparza and carried unanimously.

4 – A Vice Chairman Scaief moved to proceed as discussed in executive session. The motion was seconded by Director Esparza and carried unanimously.

4 B Director Esparza moved to acknowledge report of legal counsel. The motion was seconded by Director Villegas and carried unanimously.

ADJOURNMENT

There being no further business to come before the Board and upon motion by Director Esparza and seconded by Director Villegas and carried unanimously the meeting was **ADJOURNED** at 12:58 P.M.

APPROVED this 21st **day of** January **2021.**


CHAIRMAN FRANK PARKER, JR.

ATTESTED: 
ARTURO A. NELSON, SECRETARY



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
December 10, 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. 937 5028 7665 , PASSWORD: 835313. YOU MUST SUBMIT YOUR REQUEST NO LATER THAN 11:15 A.M. ELECTRONICALLY TO 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 November 19, 2020 Regular Meeting Minutes.**
- B. Acknowledgement of Claims.**
- C. Approval of Claims.**
- D. Discussion Regarding the Status of the Cameron County Regional Mobility Authority Projects.**
- E. Consideration and Approval of Agreement between Cameron County Regional Mobility Authority and Pathfinders Public Affairs.**

- F. Consideration and Approval of a Donation Acceptance Agreement by and between the United States of America, Acting by and through the U.S. Department of Homeland Security, U.S. Customs and Border Protection, and the U.S. General Services Administration. Public Buildings Service, Cameron County, Texas and the Cameron County Regional Mobility Authority.
- G. Consideration and Approval of Amendment Number 3 to the Master Service Agreement for Toll System Maintenance between the Cameron County Regional Mobility Authority and Kapsch.
- H. Consideration and Approval of proposal submitted by Direct Energy for Energy Provider for the Administration Building, Tolls Building and SH 550.
- I. Consideration and Approval of Notice to Proceed No. 7 for Work Authorization No. 1.
- J. Discussion and possible action to approve 100% Complete Construction Plans for the Cameron County Parks Administration Building and proceed to advertise for bids for construction in January 2021.
- K. Discussion and possible action to approve 100% Complete Construction Plans for Parking Lot #10 located adjacent to the Sandpiper Pavilion at Isla Blanca Park and proceed to advertise for bids for construction in January 2021.
- L. Discussion and Possible Action Regarding a request from the United States Custom and Border Protection Department of Homeland Security for a Right of Entry for a Survey and Site Assessment on property owned by the Cameron County Regional Mobility Authority.

3. EXECUTIVE SESSION:

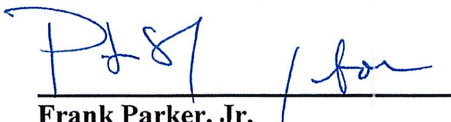
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- B. Confer with Cameron County Regional Mobility Authority Legal Counsel Regarding possible litigation with the United States Customs and Border Protection Department of Homeland Security Regarding a Right of Entry for Tract No. RGV – FTB – 2007, property owned by the Cameron County Regional Mobility Authority, Pursuant to V.T.C.A., Government Code, Section 551.071 (1).

4. ACTION RELATIVE TO EXECUTIVE SESSION:

- A. Possible Action.
- B. Possible Action

ADJOURNMENT:

Signed this 7th day of December 2020.



Frank Parker, Jr.
Chairman

2-B ACKNOWLEDGEMENT OF CLAIMS

Claims for Acknowledgement

2B

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY Claims December 2, 2020



100 Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	Amex Nov 2020	1,201.51	Amex Nov 2020	Indirect	Y	Local	Ope
Culligan of the Rio Grande Valley	320895 11.25.20	7.99	Culligan Nov 2020	Indirect			
ROL Consulting LLC	115	8,000.00	ROL Consulting Services Nov 2020	Indirect	Y	Local	Ope
MPC Studios, Inc	29746	125.00	MPC Website Hosting Dec 2020	Indirect	Y	Local	Ope
Toshiba Financial Services	36740104	311.23	Toshiba Admin Dec 2020	Indirect	Y	Local	Ope
		<u>9,645.73</u>					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	Amex Nov 2020	1,137.68	Amex Nov 2020	Indirect	Y	Local	Tolls
Cameron County	2016-1501100	59,000.00	SH550 Tolls Circuits FM 1895 Fm 511 to 104 Lindwood Train	SH 550			
Culligan of the Rio	320895 11.25.20	57.95	Culligan Nov 2020	Indirect	Y	Local	Tolls
Grande Valley					Y	Local	Tolls
Verizon Wireless	9867670514	88.31	Verizon Nov 2020	Indirect	Y	Local	Tolls
		<u>60,283.94</u>					
	Operations	\$ 9,645.73					
	Tolls	<u>60,283.94</u>					
	Total Transfer	<u>\$ 69,929.67</u>					

Reviwed by:

Monica R. Ibarra,
Accounting Clerk

Monica R Ibarra 12.2.20

Victor J. Barron,
Controller

Victor J. Barron 12.2.20

Pete Sepulveda Jr,
Executive Director

PJ 12.03.20

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims November 30, 2020



100 Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Abila	Q-149596-1	2,273.70	Abilia Hosting Services 9.9.20-9.8.21	Indirect	Y	Local	Ope
AGC Solutions LLC	Admin Rent Dec 2020	4,460.00	AGC Monthly Rent Dec 2020	Indirect	Y	Local	Ope
Burton McCumber & Longoria, LLP	01133291	5,419.74	Burton McCumber & Longoria financial statement audit fy2020	Indirect	Y	Local	Ope
Executive Appraisals	EA 9.30.20	1,200.00	Executive appraisal Rancho Viejo CCRMA Bldg 3470 Carmen Ave	Indirect	Y	Local	Ope
Gexa Energy, LP	32176230	39.62	Gexa Nov 2020 Ste 6 & Tolls	Indirect	Y	Local	Ope
Gexa Energy, LP	32176231	107.56	Gexa Nov 2020 Ste 5 & 7	Indirect	Y	Local	Ope
Gexa Energy, LP	32176307	135.47	Gexa Nov 2020 Ste 3 & 4	Indirect	Y	Local	Ope
TML Health Benefits Pool	1212012A	6,411.83	TML Benefits Dec 2020	Indirect	Y	Local	Ope
		<u>20,047.92</u>					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Gexa Energy, LP	32176230	293.67	Gexa Nov 2020 Ste 6 & Tolls	Indirect	Y	Local	Tolls
Gexa Energy, LP	32206761	145.09	Gexa Nov 2020 1505 Fm 511 & 1705 Fm 511	Direct Connectors - SH550	Y	Local	Tolls
Gexa Energy, LP	32207039	747.82	Gexa Nov 2020 570 Fm 511 & 1895 Fm 511 #1	Direct Connectors - SH550	Y	Local	Tolls
Kapsch TrafficCom USA, Inc	486021SI01346	14,274.00	Toll System Maintenance Oct. 2020	Indirect	Y	Local	Tolls
Prisciliano Delgado	10717	250.00	Prisciliano Lawn Care Nov 2020	Indirect	Y	Local	Tolls
Public Utilities Board	PUB 588837 Nov 2020	226.42	PUB 588837 Nov 2020	Port Spur - SH550	Y	Local	Tolls
Texas Department of Motor Vehicles (TxDMV)	TxDMV 11.13.20	3,000.00	TxDMV Replishment 11.13.20	Indirect	Y	Local	Tolls
TML Health Benefits Pool	1212012A	6,846.36	TML Benefits Dec 2020	Indirect	Y	Local	Tolls
Toshiba America Business Solutions, Inc	5327365	76.11	Toshiba Maint Nov 2020	Indirect	Y	Local	Tolls
Toshiba Financial Services	36678467	296.86	Toshiba Tolls Nov 2020	Indirect	Y	Local	Tolls
		<u>26,156.33</u>					
Operations		\$ 20,047.92					
Tolls		26,156.33					
Total Transfer		<u>\$ 46,204.25</u>					

Reviwed by:

Monica R. Ibarra,
Accounting Clerk

Monica R Ibarra 11.30.20

Victor J. Barron,
Controller

Victor J. Barron 11.30.20

Pete Sepulveda Jr,
Executive Director

Pete Sepulveda Jr 11.30.20

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims November 19, 2020



100 Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Aflac	222675	\$ 235.82	Aflac Nov 2020	Indirect	Y	Local	Ope
Bank of New York	252-2325722-1	20.00	BNY Oct 2020 2	Indirect	Y	Local	Ope
IRS US Treasury - ACH for Payroll	Form 941- Q4 2018	294.89	Form 941-Q4 2018	Indirect	Y	Local	Ope
Ericka Trevino	ET Travel 11.17.20	51.69	ET Travel Reimbursement 11.17.20	Indirect	Y	Local	Ope
Pathfinder Public	34	12,000.00	Pathfinder Oct 2020	Indirect	Y	Local	Ope
Rentfro, Irwin, & Irwin, P.L.L.C	681	1,400.00	CCRMA / General File 2020 Oct. 2020	Indirect	Y	Local	Ope
Time Warner Cable Business Class	0121858110920	1,100.10	Spectrum Nov 2020	Indirect	Y	Local	Ope
Valley Municipal Utility District	VMUD Oct 2020 Ste 3	34.92	VMUD Oct 2020 Ste 3	Indirect	Y	Local	Ope
Valley Municipal Utility District	VMUD Oct 2020 Ste 4	34.17	VMUD Oct 2020 Ste 4	Indirect	Y	Local	Ope
Valley Municipal Utility District	VMUD Oct 2020 Ste 5	34.17	VMUD Oct 2020 Ste 5	Indirect	Y	Local	Ope
Valley Municipal Utility District	VMUD Oct 2020 Ste 6	34.55	VMUD Oct 2020 Ste 6	Indirect	Y	Local	Ope
Valley Municipal Utility District	VMUD Oct 2020 Ste 7	34.55	VMUD Oct 2020 Ste 7	Indirect	Y	Local	Ope
		<u>15,274.86</u>					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Amazon	Amazon Nov 2020	\$ 672.50	Amazon Nov 2020	Indirect	Y	Local	Tolls
Law Enforcement	DS0000005898	530.40	Duncan March 2020	Indirect	Y	Local	Tolls
LexisNexis Risk Solutions FL Inc	1546392-20201031	106.92	LexisNexis Oct 2020	Indirect	Y	Local	Tolls
Matus Contractor Company	248	6,000.00	Matus Cutting grass,garbage, and herbicide Nov 2020	Indirect	Y	Local	Tolls
Quadient Leasing	N8561881	1,061.10	Quadient Oct 2020	Indirect	Y	Local	Tolls
Roberto C. Mena	991904	500.00	Roberto Mena A/C	Indirect	Y	Local	Tolls
Karen Barrientos	11122020KB	210.00	SD Karen Barrientos 550 Toll Detail 11.12.20	Indirect	Y	Local	Tolls
Roberto Naranjo Jr	11122020RN	210.00	SD Roberto Naranjo 550 Toll Detail 11.12.20	Indirect	Y	Local	Tolls
Staples Business Credit	7306055188-0-7	10.73	Staples Business Nov 2020	Indirect	Y	Local	Tolls
Tecsidel SA	1020	2,575.00	Tecsidel October 2020	Pharr-Reynosa Intl Bridge	Y	Local	Tolls
Rentfro, Irwin, & Irwin, P.L.L.C	681	120.00	CCRMA / General File 2020 Oct. 2020	Indirect	Y	Local	Tolls
Time Warner Cable Business Class	0121858110920	1,100.10	Spectrum Nov 2020	Indirect	Y	Local	Tolls
TxDMV Vehicle Titles & Registration Division	TxDMV 11.13.20	3,000.00	TxDMV Replinsment 11.13.20	Indirect	Y	Local	Tolls
United States Postal Service	USPS Replen 11.12.20	15,000.00	USPS Replenishment 11.12.20	Indirect	Y	Local	Tolls
Valley Municipal Utility District	VMUD Oct 2020 Tolls	35.31	VMUD Oct 2020 Tolls	Indirect	Y	Local	Tolls
		<u>31,132.06</u>					
	Operations	\$ 15,274.86					
	Tolls	<u>31,132.06</u>					
	Total Transfer	<u>\$ 46,406.92</u>					

Reviwed by:

Monica R. Ibarra,
Accounting Clerk Monica R Ibarra 11.18.20

Victor J. Barron,
Controller Victor J. Barron 11.18.20

Pete Sepulveda Jr,
Executive Director PJ 11.19.20



Wire Transfer Request

To: Pete Sepulveda
From: Monica R. Ibarra
Date: 11/18/2020
Re: Wire Transfer

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Invoice Number</u>	<u>Funding Source</u>	<u>To</u>	<u>Amount</u>
11/18/2020	Tecsidel SA	Maintenance October 2020	1020	Operations	Claims	\$ 2,575.00
11/18/2020	EFTPS	Form 941-Q4 2018		Operations	Claims	294.89
						<u>\$ 2,869.89</u>

Victor J. Barron

Victor J. Barron, Controller

P. Sepulveda, Jr.

Pete Sepulveda, Jr. Executive Director

2-C APPROVAL OF CLAIMS

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
BOD Claims December 10, 2020

2C



100 Interlocal Agreements

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
S&B Infrastructure, LTD	U2716.220-03	43,701.80	S&B Cameron County Admin Bldg & Parking Lot WA:20	CC - Administration Building & Parking Lot	Y	Local	Ope
		<u>43,701.80</u>					

525 Interlocal Agreements

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
TollPlus LLC	O20071	6,303.75	TollPLUS Maintenance Support Nov 2020	Indirect	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	O20071	15,271.91	TollPLUS Maintenance Support Nov 2020	Indirect	Y	Local	Tolls
		<u>15,271.91</u>					
		<u>43,701.80</u>					
		<u>6,303.75</u>					
		<u>15,271.91</u>					
		<u>\$ 65,277.46</u>					

Revised by:

Victor J. Barron,
Controller

Victor J. Barron

12.7.20

Pete Sepulveda Jr,
Executive Director

PS

12.07.20

**2-D DISCUSSION REGARDING THE STATUS OF THE CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY PROJECTS.**

CCRMA

Project Status Presentation

CCRMA Board Meeting

December 10, 2020

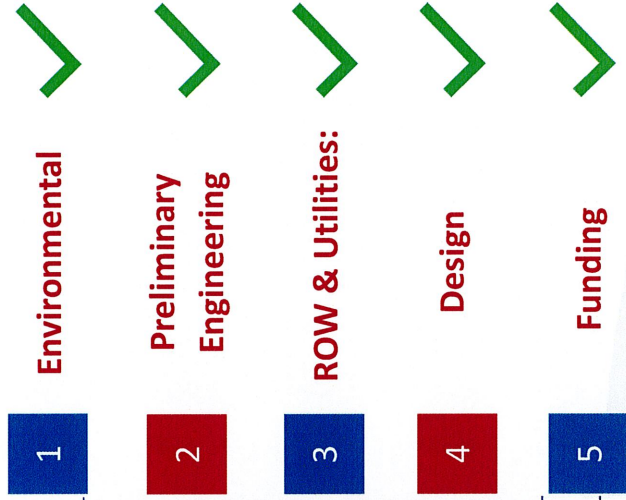
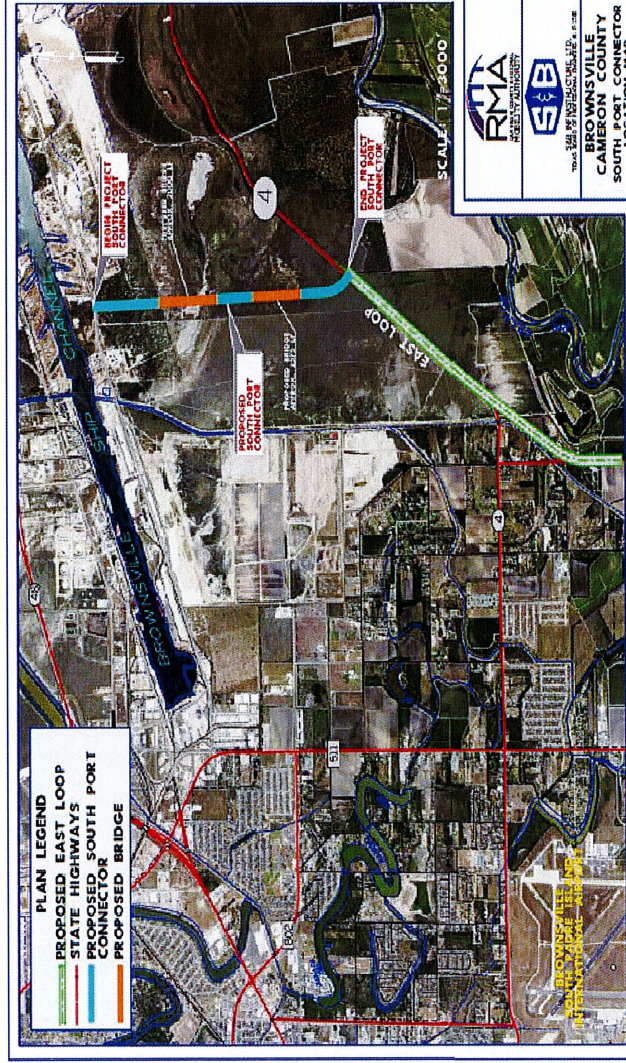


IMPROVING MORE THAN JUST ROADS



South Port Connector

CSJ: 0921-06-288



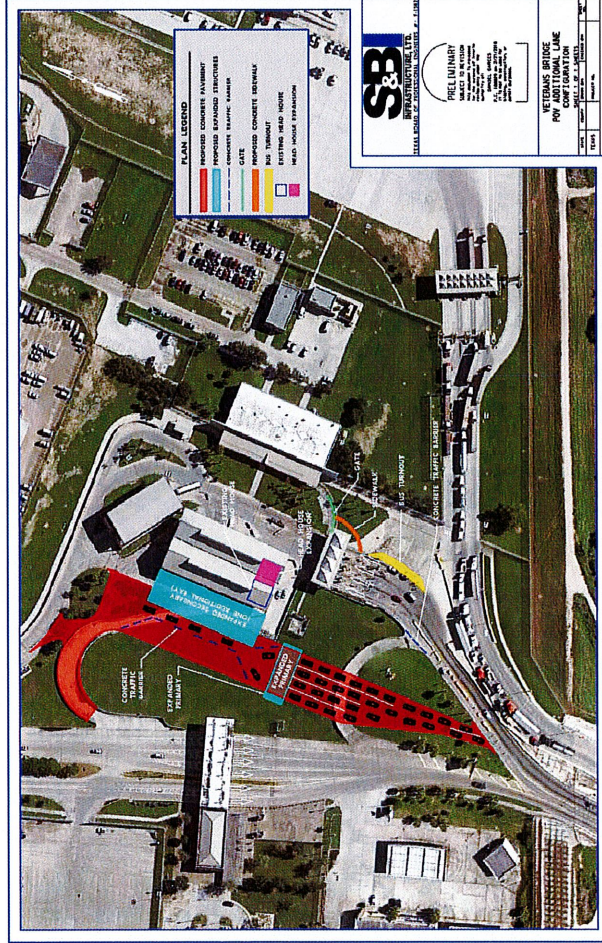
- Recent Activity:**
- Construction is underway





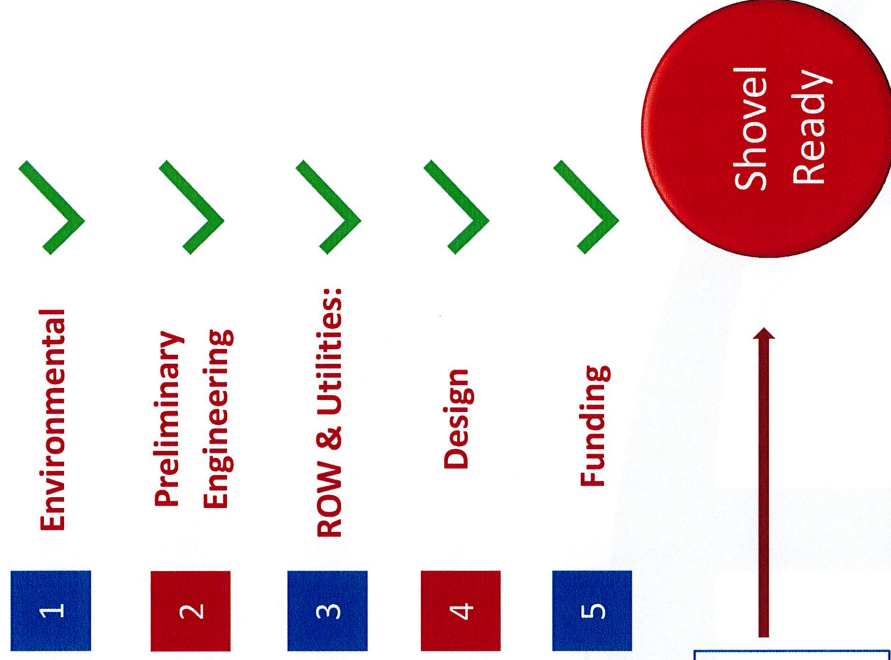
Veterans POV Expansion

CSJ: 0921-06-313



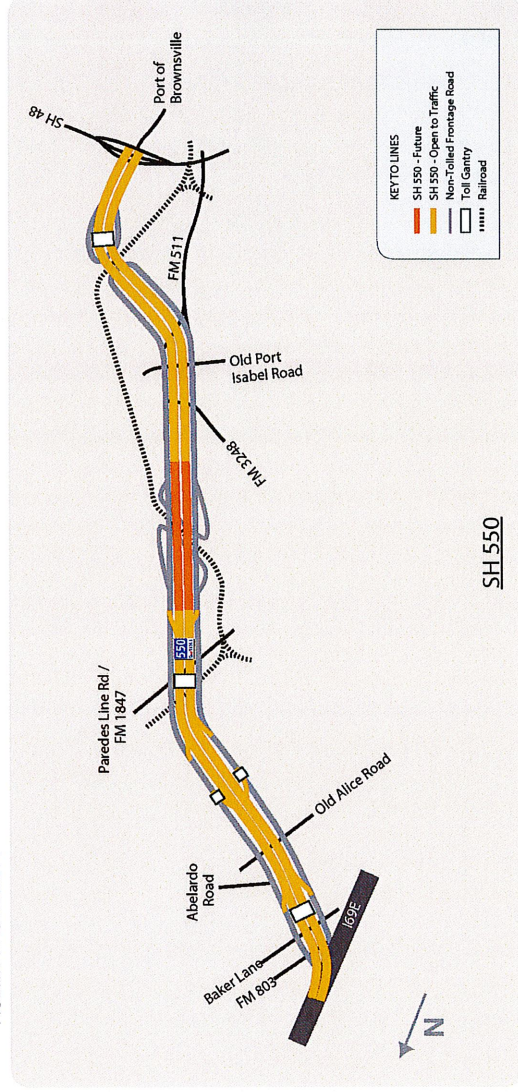
Recent Activity:

- CBP/GSA Approval Received –Execution of Final DAA will be by 12.16.20
- Received TxDOT concurrence on Public Interest Finding for specialized equipment
- Pending – TxDOT Final Approval for Project Letting / Approval of 100% PS&E
- Ready-to-Let in FY 2021





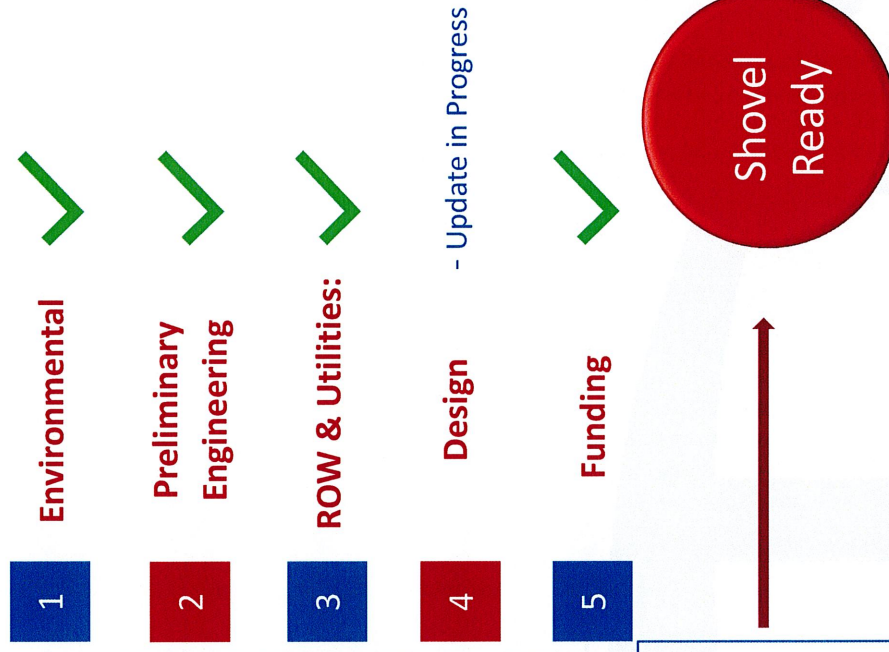
SH 550 GAP 2 Project CSJ: 0684-01-068



SH 550

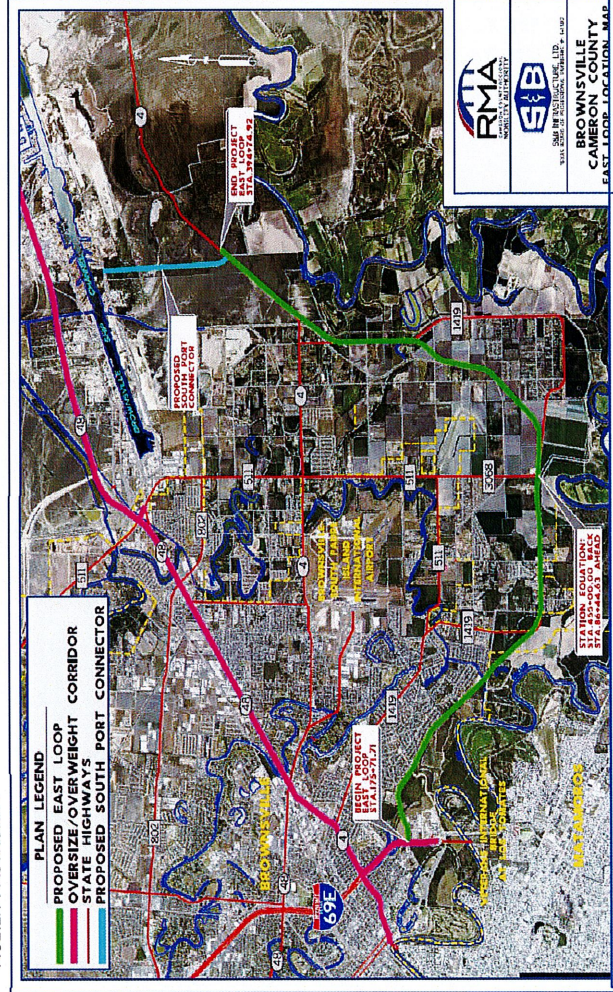
Recent Activity:

- ROW in Place / Utilities Adjusted
- Environmental Re Evaluation Underway
- PS&E-90% complete
- Anticipated Ready to Let in FY 2021
- TxDOT Commission Approved 2.5 Miles of Interstate Designation - March 2020
- UPRR coordination in progress





East Loop CSJ: 0921-06-315



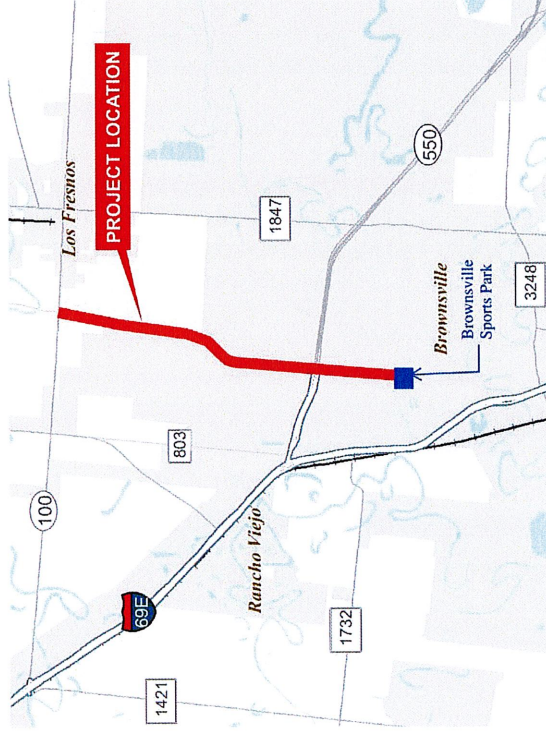
Recent Activity:

- USFWS Land Swap Agreement in Final Stage of Approval
- Environmental Documents are 80% complete
- USFWS and IBWC Addressing 90% schematic comments
- Funded for Construction in approved 2021 UTP

1	Environmental	- 80% complete
2	Preliminary Engineering	✓
3	ROW & Utilities:	- In Process
4	Design	- Under Design
5	Funding	- Partially Funded



Old Alice Rd CSJ: 0921-06-290

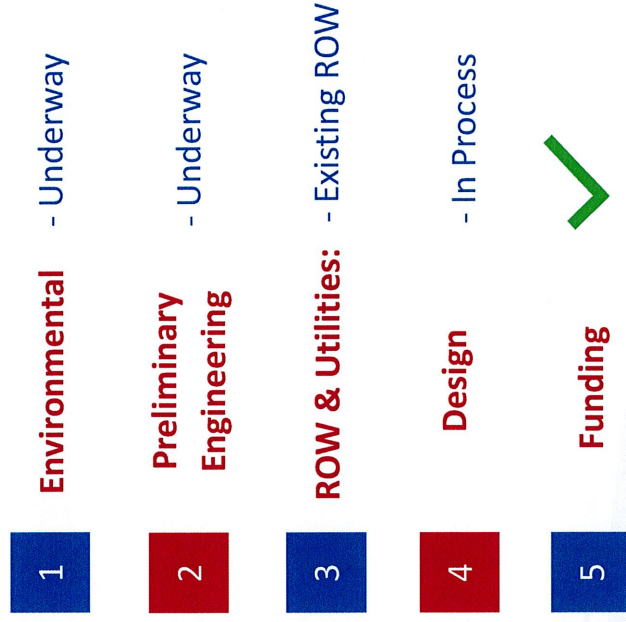


1	Environmental	- 85% Complete
2	Preliminary Engineering	✓
3	ROW & Utilities:	✓
4	Design	- Pending
5	Funding	✓

Recent Activity:

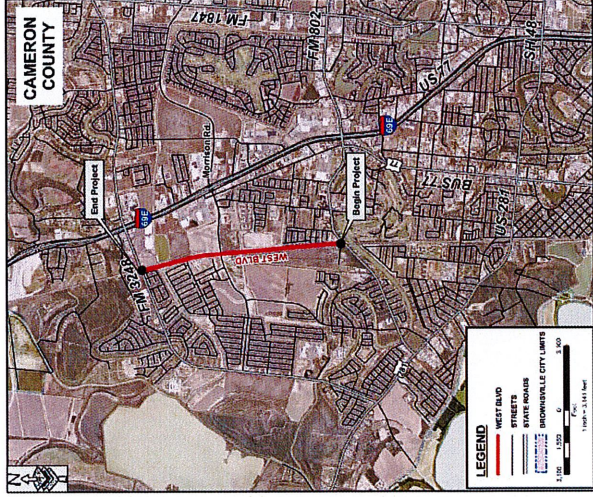
- Preliminary Engineering Underway with 100% Local Funds
- Submitted 100% Schematics to TxDOT on October 9, 2020, 100% TxDOT Comments addressed Nov 12, 2020
- Virtual Public Meeting Held August 11, 2020
- Construction AFA Partially Executed by Cameron County and sent to TxDOT (100% funded)
- ROW Acquisition Complete
- Ready-to-Let in FY 2021

IMPROVING MORE THAN JUST ROADS



- Preliminary Engineering is being completed with 100% Local Funds
- Trail Construction Funding - \$3.12M in TIP and \$2.16 in FY 2025 (Category 7)
- Schematic at 100% and Environmental Documents at 60%.
- 100% Existing ROW
- PS&E Design Underway
- Development of TASA Application Underway

West Blvd – Roadway CSJ:



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

Recent Activity:

- Preliminary Engineering is being completed with 100% Local Funds
- Functional Classification under review by FHWA
- Roadway Construction Funding - FY 2022 of the TIP / MTP
- Environmental Documents Under Development In-House (CCRMA)
- Existing ROW



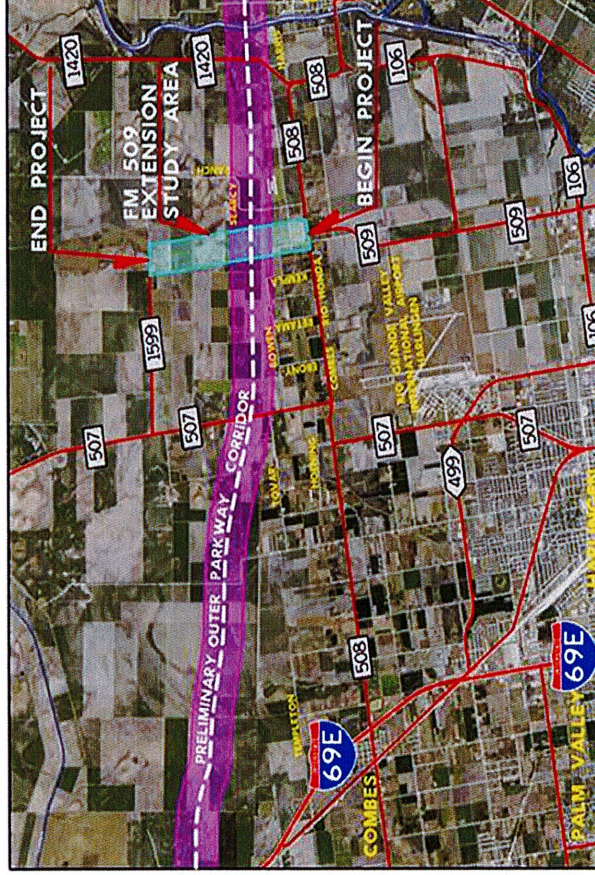
1	Environmental	- Underway
2	Preliminary Engineering	- Underway
3	ROW & Utilities:	✓
4	Design	- Pending
5	Funding	✓

Recent Activity:

- Construction Funds in UTP
- Consultant selected and environmental and schematic are under development
- DCC held on September 14, 2020
- Schematic at 30%
- 80% Design Survey Completed



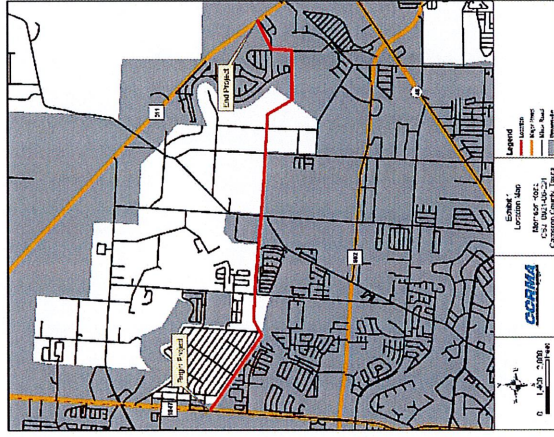
FM 509 CSJ: 0921-06-254



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

Recent Activity:

- TxDOT is developing On-System Minute Order
- TxDOT has funded the project fully in the DRAFT 2021 UTP
- Consultant negotiations for Preliminary Engineering Underway



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

Recent Activity:

- AFA Amendment #1 Fully Executed November 2019
- Construction Funding in Planning Documents - MTP
- Consultant selected and environmental and schematic are under development
- Preliminary Coordination with City and Drainage / District Underway
- Functional Classification under review by FHWA



U.S. 77 – I69E Plan

Fully Funded by TxDOT - 2021 UTP

Project Funding Status

Including 2021 UTP

Funded

Partially Funded

Unfunded

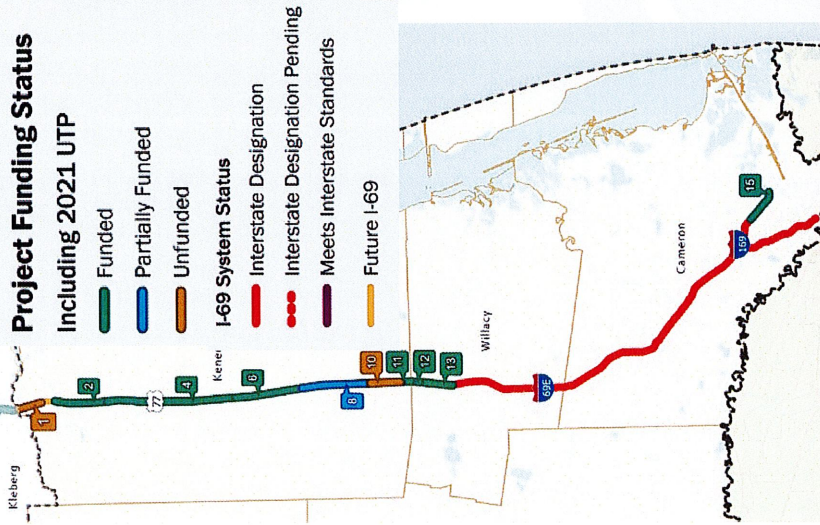
I-69 System Status

Interstate Designation

Interstate Designation Pending

Meets Interstate Standards

Future I-69

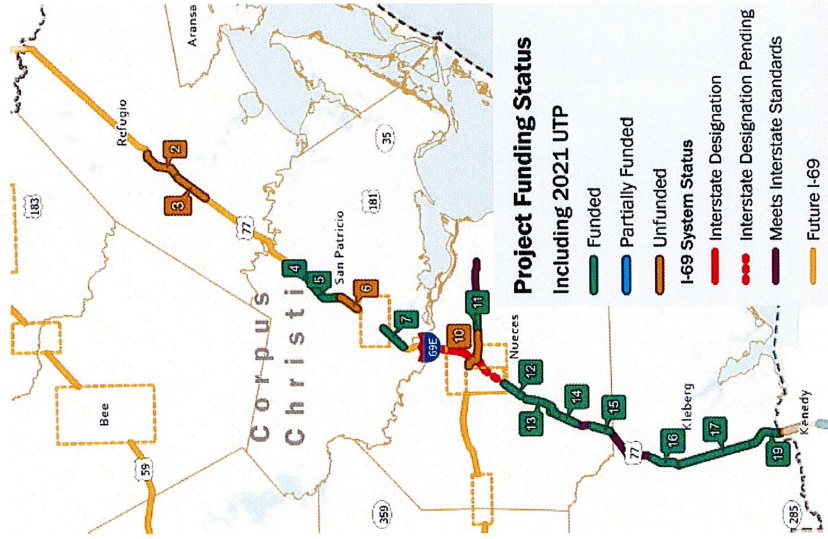


#	CSJ	HWY	Current	XS2	Limits	Description	EST. UNFUND COST (\$)	EST. TOTAL COST (\$)	MILES	FUNDING STATUS	LET YEAR
1	0327-02-055	US 77	4D+		KENEDY/KLEBERG COUNTY LINE TO 0.71 MILES N. OF LA PARRA AVE.	Interstate Designation	\$23.3	\$28.0	TBD	Unfunded	2025
2	0327-02-056	US 77	4D+		0.87 MILES S. OF LA PARRA AVE. TO 8 MILES S. OF LA PARRA AVE.	Interstate Designation	\$66.9	\$80.3	7.1	Full	2026
4	0327-03-048	US 77	4D+		8 MILES S. OF LA PARRA AVE. TO 9.6 MILES N. OF NORIAS RD.	Interstate Designation	\$60.4	\$72.5	12.5	Full	2026
6	0327-04-037	US 77	4D+		9.6 MILES NORTH OF NORIAS RD. TO NORIAS RD.	Interstate Designation	\$84.6	\$101.5	9.6	Full	2024
8	0327-05-041	US 77	4D+		NORIAS RD TO 1.34 MILES N OF WILLACY/KENEDY COUNTY LINE	Interstate Designation	\$108.3	\$130.0	11.6	Partial	2024
10	0327-05-043	US 77	4D+		1.34 MILES N OF WILLACY/KENEDY COUNTY LINE TO 1.19 MILES S OF CRYSTAL GATE/NORIAS DI	Construct Main lanes & Overpasses	\$24.5	\$29.4	3.5	Unfunded	2035
11	0327-05-042	US 77	4D+		1.34 MILES N OF WILLACY/KENEDY COUNTY LINE TO WILLACY/KENEDY COUNTY LINE	Construct Main lanes & Overpasses (Under Construction; Completion date Nov. 2020)	\$7.2	\$8.6	1.3	Full	2018
12	0327-10-062	US 77	4D+		WILLACY/KENEDY COUNTY LINE TO 0.93 MILES S OF WILLACY/KENEDY CL	Construct Main lanes & Overpasses (Under Construction; Completion date Nov. 2020)	\$8.2	\$9.9	0.9	Full	2018
13	0327-10-057	US 77	4D+		0.93 MILES S OF WILLACY/KENEDY COUNTY LINE TO BUSINESS 77	Construct Main lanes & Overpasses (Under Construction; Completion date Nov. 2020)	\$22.7	\$27.2	4.0	Full	2017
15	0684-01-068	SH 550	4D+		.203 MILES S OF FM 1847 TO 1.13 MILES SE OF UPRR OVRPASS AT FM 3248	Construct New Toll Road	\$17.3	\$20.8	3.9	Full	2022
Total							\$1,086.2	\$1,302.3	103.8		



U.S. 77 – I-69E Plan

Fully Funded by TxDOT - 2021 UTP



#	CSJ	HWY	Current XS²	Limits	Description	EST CONST PROJECT / AA	EST TOTAL PROJECT / AA	MILES	FUNDING STATUS ⁵	LET YEAR
2	0371-03-090	US 77	4CTL, 4D+	N OF REFUGIO to S OF REFUGIO (RELIEF ROUTE)	Construct New Roadway Lanes	\$360.0	\$432.0	10.1	Unfunded	2029
3	0371-03-130	US 77	4D+	S OF REFUGIO RR to S OF WOODSBORO	Convert Non-Freeway	\$70.0	\$84.0	4.1	Unfunded	2029
4	0371-04-062	US 77	4D+	CHILTIPI CREEK BR (CONTROL BREAK) to BUSINESS NORTH (SINTON)	Convert Non-Freeway	\$40.0	\$48.0	2.9	Full	2024
5	0372-01-101	US 77	4D+	BUSINESS SOUTH (SINTON) to CHILTIPI CREEK BR (CONTROL BREAK)	Convert Non-Freeway	\$40.0	\$48.0	2.9	Full	2024
6	0372-01-109	US 77	4D+	NORTH OF ODEM to BUSINESS SOUTH (SINTON)	Convert Non-Freeway	\$60.0	\$72.0	2.2	Unfunded	2029
7	0372-01-106	US 77	4D+	IH 37 AND INTERCHANGE to SOUTH OF ODEM	Convert Non-Freeway	\$127.5	\$153.0	4.3	Full	2028
12	0102-02-101	US 77	4D+	NORTH OF FM 2826 to SOUTH OF CR 28 (CONTROL BREAK)	Construct Main Lanes, Frontage Roads And Structures	\$12.7	\$15.2	2.4	Full	2018
13	0102-16-001	US 77	NA	CR 28 to CR 16	Construct New Roadway Lanes	\$82.4	\$98.9	5.1	Full	2018
14	0102-03-082	US 77	4D+	CR 16 to SOUTH OF FM 3354	Convert Non-Freeway	\$23.2	\$27.9	2.9	Full	2018
15	0102-03-087	US 77	4D+	CR 4 to FM 70	Construct Ramps	\$9.0	\$10.8	2.0	Full	2021
16	0102-04-099	US 77	4D+	FM 1356 to CR 2130	Convert Non-Freeway	\$55.2	\$66.3	3.4	Full	2020
17	0102-04-097	US 77	4D+	CR 2130 to 1.5 MILES N. OF SH 285	Convert Non-Freeway	\$115.0	\$138.0	8.6	Full	2022
19	0327-09-002	US 77	NA	1.5 MILES N. OF SH 285 INTERSECTION to KENEDY/KLEBERG COUNTY LINE	Construct New Roadway Lanes	\$110.0	\$132.0	4.0	Full	2024

**2-E CONSIDERATION AND APPROVAL OF AGREEMENT BETWEEN CAMERON
COUNTY REGIONAL MOBILITY AUTHORITY AND PATHFINDERS PUBLIC
AFFAIRS.**



AGREEMENT FOR CONSULTING SERVICES

Pathfinder Public Affairs (Consultant) will provide legislative representation to Cameron County Regional Mobility Authority (Client). Such representation will include monitoring and intelligence gathering within the executive and legislative branches of Texas state government, specifically related to the Texas Legislature and including other state agency issues that may affect the Client. In addition, the Consultant will utilize its significant experience and knowledge in governmental affairs and securing funding for projects for economic development, especially for projects in the Rio Grande Valley, to strengthen the Client's partnership with the Texas Department of Transportation and other governmental agencies, especially in regard to collaboration and funding for the Client's transportation projects.

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

This Agreement is effective as of January 1, 2021. This Agreement will terminate on December 31, 2021, unless terminated earlier in whole or in part by Consultant or the Client. Further, each 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, Consultant proposes to provide the following services:

- Confer, advise and participate in the passage, amendment or defeat of legislation, secure appropriations, during any regular or Special Session of the Legislature, advise on strategy that should be followed to shape legislation and studies during the interim;
- Review, analyze, advise and shape proposed legislation that may affect the Client;
- Advise on and participate in the preparation of testimony for submission before legislative committees, including during interim hearings;
- Maintain a continuing relationship with the members and key officers and employees of the House and Senate;
- If requested, confer and advise in regard to the potential political and legislative impact of any proposed business decision of the management of the Client;

- Generally, use abilities, experience and best efforts to assist in the formulation and successful implementation of the legislative goals of the Client;
- Meet with the Client representatives as needed;
- Attend all relevant legislative hearings when the Client's interests are directly affected;
- Provide written reports to the Client on a monthly basis with the invoice;
- Assist the CCRMA in obtaining funding from the Texas Department of Transportation for any on-going CCRMA projects, specifically SPI 2nd Access, Outer Parkway, U.S. 77, East Loop as well as CBI or MPO funded projects; and
- "CCRMA projects" shall also include any other projects for which the Client requests consulting services from the Consultant or for projects for which the Consultant provides services to Cameron County, Texas (the "County") as described in this Agreement.
- Assist the CCRMA with any issues with any state agencies.

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 the property of the Client.

In consideration for such services, all of which are to be personally supervised by Rene A. Ramirez, the Client shall pay professional fees of \$12,000.00 each month for the duration of this contract. In addition, the Client would reimburse the Consultant monthly for any reasonable actual out-of-pocket office or travel expenses provided that such expense receives the prior written approval of the Client's Executive Director and are consistent with the Client's travel policy. If Consultant and the Client both agree that a higher level of service than expected is needed during the legislative session or a special session is called by the governor, Consultant and the Client may renegotiate this contract based on mutually agreeable terms, if necessary, during the term of the contract. Notwithstanding the foregoing, Consultant remains obligated 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 will 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 to fully perform this agreement and that no agreement or understanding with any other person, firm or corporation exists or will exist which would interfere with Consultant's obligations hereunder. In no instance shall Consultant take a position adverse to Client's interests in the matters in which Consultant represents Client. Consultant shall do everything in its power to promote Client's interests in the matters Client has entrusted to Consultant, and Consultant will do nothing that will be adverse to that 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 OF THIS AGREEMENT, EXCEPT FOR INJURIES CAUSED BY THE NEGLIGENCE OF THE CLIENT. IN THE EVENT OF LIABILITY FOR DAMAGES ARISING OUT OF BODILY INJURY TO PERSONS OR DAMAGES TO PROPERTY CAUSED BY OR RESULTING FROM THE CONCURRENT NEGLIGENCE OF THE CONSULTANT AND THE CLIENT, THEN THE CONSULTANT'S LIABILITY HEREUNDER SHALL BE ONLY TO THE EXTENT OF THE CONSULTANT'S NEGLIGENCE.


Consultant will comply with all required lobbying and disclosure filings and assist the Client in complying with such requirements in conjunction with the aforementioned representation.

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.

The Client 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.

As of the date of this Agreement, it is anticipated that the Client and the County will enter into an Interlocal Agreement between the Client and the County whereby the County will utilize the Client's Consultant during the 87th Legislative session. In the event that the Consultant provides such services to the County, the Client shall not be responsible for any fees or expenses incurred in providing those services to the County. Moreover, such services shall not limit or conflict with the services provided by the Consultant to the Client.

Agreed:  Dated: 12/16/20
Consultant

Agreed:  Dated: 12/14/20
Client

**2-F CONSIDERATION AND APPROVAL OF DONATION ACCEPTANCE AGREEMENT
BY AND BETWEEN THE UNITED STATES OF AMERICA, ACTING BY AND
THROUGH THE U.S. DEPARTMENT OF HOMELAND SECURITY, U.S. CUSTOMS
AND BORDER PROTECTION, AND THE U.S. GENERAL SERVICES
ADMINISTRATION. PUBLIC BUILDINGS SERVICE, CAMERON COUNTY, TEXAS
AND THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY.**

**DONATION ACCEPTANCE AGREEMENT
BY AND BETWEEN
THE UNITED STATES OF AMERICA,
ACTING BY AND THROUGH
THE U.S. DEPARTMENT OF HOMELAND SECURITY,
U.S. CUSTOMS AND BORDER PROTECTION,
AND
THE U.S. GENERAL SERVICES ADMINISTRATION,
PUBLIC BUILDINGS SERVICE,
CAMERON COUNTY, TEXAS
AND
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

SECTION I. PARTIES

The United States of America ("United States"), acting by and through the U.S. Department of Homeland Security, U.S. Customs and Border Protection ("CBP"), and the U.S. General Services Administration ("GSA"), Public Buildings Service ("PBS"), are entering into this Donation Acceptance Agreement (the "Agreement") with Cameron County, Texas, a body politic of the State of Texas, and Cameron County Regional Mobility Authority, a political subdivision of Cameron County, Texas, pursuant to the provisions of the Texas Transportation Code, Chapter 370, as amended, (hereinafter jointly and severally referred to as "Donor") to facilitate the proposed donation to the United States of infrastructure improvements, personal property and non-personal services at the Veterans International Bridge located at the Los Tomates Land Port of Entry, Brownsville, Texas, (hereinafter collectively referred to as the "Los Tomates LPOE"). GSA, CBP and Donor are collectively referred to herein as the "Parties" and each individually as a "Party." The terms "contractor" and "subcontractor" of Donor are used in various places in this Agreement and it is intended that those two terms are used interchangeably and have identical meanings and obligations.

SECTION II. PURPOSE

The purpose of this Agreement is to memorialize the mutual understanding of the Parties regarding the proposed donation to the United States and the terms and conditions of that donation.

As described in Donor's final detailed scope, site plans, drawings and specifications, and cost estimates for the project, Donor seeks to construct and donate (i) four inbound lanes and primary booths for privately owned vehicles, (ii) construct expanded secondary inspection area with canopy, and (iii) construct a new headhouse and demolish/removal of existing headhouse, (note: existing headhouse will not be demolish/removed until the new headhouse is in place and operational), (collectively, the "Project") at the Los Tomates LPOE, which is owned by the United States and under the jurisdiction, custody and control of GSA.

Donor has submitted the following documentation to GSA and CBP to facilitate acceptance and approval of the Project:

- Detailed Scope of Work for the Project to be donated to the United States, attached hereto as Exhibit A and incorporated herein by reference, which explains all work to be performed on the federal property during construction and how the work meets the requirements in the

GSA and CBP reference documents listed in section V, below;

- Preliminary Project Cost Estimate, attached hereto as Exhibit B and incorporated herein by reference;
- Preliminary Project Construction Schedule, attached hereto as Exhibit C and incorporated herein by reference; and
- Construction documentation package, including plans, drawings and specifications, attached hereto as Exhibit D and incorporated herein by reference.

This Agreement outlines the principles, terms and conditions that will govern this donation and defines and establishes the joint Project management framework, membership, roles and responsibilities of the GSA, CBP and Donor Project teams for the planning, development, construction, construction management, and donation of the infrastructure improvements, personal property and non-personal services at the Los Tomates LPOE. Once completed and upon conveyance of the property to the United States, the entirety of the donation will become the property of the United States, subject to a minimum of a one-year warranty of construction as described in greater detail in section XVI, below.

SECTION III. AUTHORITY

The proposal for this donation was originally accepted for consideration under the authority of 559 of title V of division F of the Consolidated Appropriations Act, 2014 (6 U.S.C. § 211 note; Public Law 113-76) and can continue under that authority in accordance with 6 U.S.C. § 301b. In addition, GSA and CBP now have authority to accept such donations under 6 U.S.C. § 301a, and more generally, the Homeland Security Act of 2002, 6 U.S.C. § 112 et seq., as amended.

SECTION IV. CONSIDERATION AND MUTUALITY OF OBLIGATIONS

It is the agreement of the Parties and the intention and wish of Donor that the donation under this Agreement will constitute Donor's binding obligation and will be enforceable at law and equity, including against Donor and Donor's successors and assigns. Donor acknowledges that GSA and CBP are relying, and will continue to rely, on Donor's donation being fully satisfied as set forth herein and that the United States is willing to accept the donation subject to the terms and conditions set forth in this Agreement. In consideration for the donation, GSA will enter into a site access or other similar agreement with Donor authorizing Donor to enter onto the Los Tomates LPOE property to carry out its responsibilities under this Agreement. The United States further agrees to accept the donation upon completion, provided it is constructed in accordance with the terms and conditions of this Agreement, and to use the donation in aid of operating the Los Tomates LPOE, subject to the terms and conditions of this Agreement, operational need, and available appropriated and budgeted funding, which determinations are to be made in the sole discretion of CBP or GSA, as applicable, by taking into consideration competing operational priorities.

SECTION V. SCOPE OF WORK

The agreed-upon scope of the Project is described in the attached Exhibit A. Any subsequent modifications to the agreed-upon scope of work and the associated costs must be reviewed and

approved by the Parties before taking effect, as described in greater detail in this section and in section XXVII.

The Parties further acknowledge that the Project must comply with all applicable federal and Texas state laws, regulations, directives, policies, and technical and security standards, and all Project Documents (defined below) required to be prepared by or on behalf of Donor and approved by GSA and CBP under this Agreement.

Donor agrees that the Project will be designed and executed in compliance with the following reference documents and authorities, as such documents and authorities may be revised from time to time by GSA, CBP or other entities within the Federal Government, as applicable:

- *CBP Centralized Area Video Surveillance System Design Guide Standards* (2014 version);
- *CBP Land Port of Entry Design Standards* (2018 version);
- *CBP National Cabling Standards* (2013 version);
- *CBP Security Policy and Procedures Handbook* (2019 version);
- *CBP Voice/Data Communications Room Requirements* (2009 version);
- *GSA Design Excellence Policies and Procedures* (<http://www.gsa.gov/portal/content/103738>);
- *GSA Facilities Standards for the Public Buildings Service*, PBS-P100 (2018 version) ("PBS-P100");
- *National Environmental Policy Act of 1969, as amended* ("NEPA");
- *National Historic Preservation Act of 1966, as amended* ("NHPA");
- *Homeland Security Presidential Directive 12* ("HSPD-12");
- *Executive Order 13867 of April 10, 2019 Issuance of Permits With Respect to Facilities and Land Transportation Crossings at the International Boundaries of the United State; and*
- *Executive Order 13834 – Efficient Federal Operations.*
- *Section 1634, Public Law 115-91 (Dec. 2017), Prohibition on Use of Products and Services Developed or Provided by Kaspersky Lab*
- *Section 889, Public Law 115-232 (Aug. 2018), Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.*

Donor acknowledges that the United States may conduct independent NEPA and NHPA analyses of the Project, if required, and Donor will be responsible for providing timely comments and information, including NEPA and NHPA studies and drafts, as necessary and requested by either CBP or GSA, to enable the United States to comply with all applicable environmental and historic preservation laws.

GSA and CBP reserve the right to identify additional references as the Project design progresses, subject, however, to the requirement that once the scope of the Project is finalized and agreed upon by the Parties, any subsequent modification to the Project Documents is subject to the consent of all the Parties.

Donor further agrees to construct the Project in accordance with the following documents (collectively, the "Project Documents"), each of which, when finalized, will, as applicable, replace the preliminary version of the document and be attached to this Agreement and incorporated herein by reference:

- Exhibit A: Project Scope of Work;
- Exhibit B: Detailed Project Cost;

- Exhibit C: Construction Schedule;
- Exhibit D: Construction Documentation Package (including plans, drawings and specifications);
- Exhibit E: Financial Plan and Statement of Financial Capability;
- Exhibit F: NEPA analysis, as required;
- Exhibit G: NHPA analysis, as required;
- Exhibit H: Signed Non-Disclosure Agreement ("NDA"); and
- Exhibit I: OIT ROM Estimate

Donor agrees not to deviate from the approved Project Documents without the express prior written consent of GSA and CBP. GSA and CBP will only accept the donation once all terms and conditions of this Agreement are satisfied and they have verified that the property and the improvements constructed or installed thereon are in keeping with the GSA and CBP design specifications referenced above.

SECTION VI. ROLES AND RESPONSIBILITIES

GSA, CBP and Donor will each appoint the key members of the Project team within seven calendar days after full execution of this Agreement. Key team members will include the following officials:

- GSA Project Team Manager;
- CBP Project Manager; and
- Donor Project Manager.

The GSA Project Team Manager will be the primary point of contact to facilitate GSA approvals for all Project-related activities. The Project Managers for CBP and Donor will provide subject matter expertise to the GSA Project Team Manager, as needed, monitor the Project, provide approvals, raise issues and concerns to the GSA Project Team Manager, and coordinate activities and progress within their respective organizations.

SECTION VII. PROJECT FUNDING

Donor represents that it has the financial capability to perform all of its obligations under this Agreement and to finance the Project and agrees to provide updated information to GSA and CBP, as requested, to demonstrate such financial capability. Throughout the Project and upon the request of GSA or CBP, Donor must provide cost estimates and, upon completion of the Project, a certified cost statement for the Project to GSA and CBP.

A. Design, Construction and Delivery Costs and Expenses

Donor will be financially responsible for all costs and expenses associated with the Project, such as planning, design, delivery, installation, construction, and construction management of the Project, including the correction of defective or noncompliant work and the repair or replacement of any federal property damaged during the course of construction, delivery and installation, until completion and acceptance of the final Project by GSA and CBP. The estimated and anticipated costs and expenses of

designing and constructing the Project are outlined and itemized in the spreadsheet attached as Exhibit B.

B. Equipment, Technology and Connectivity-Related Costs and Expenses

Equipment, technology and connectivity-related costs and expenses, as described in greater detail in Exhibit I, attached hereto and incorporated herein by reference, will be procured directly by CBP. Donor agrees to provide an upfront monetary donation to CBP for all equipment, technology and connectivity-related costs and expenses, including procuring of the equipment, installation and training, if required, identified in Exhibit I. CBP will retain ownership of all equipment and technology procured by CBP. The CBP Office of Information and Technology's ("OIT") estimate for all equipment, technology and connectivity-related costs and expenses at the Los Tomates LPOE is \$617,752 subject to adjustment to reflect the actual costs and expenses incurred by CBP. The detailed OIT estimate is included as part of Exhibit I. Donor must remit payment to the CBP office and address listed immediately below:

Enterprise Services Office of Finance
Regulatory Reports Section (RRS)
6650 Telecom Drive
Suite 100
Indianapolis, IN 46278
Attn: Dale Gray and Brandi Steinmetz.

Upon installation of all equipment and technology, CBP will send Donor a final receipt of actual costs and expenses incurred by CBP for Donor's records. CBP reserves the right to seek and obtain additional monetary donation from Donor should actual equipment, technology and connectivity-related costs and expenses exceed OIT's estimate. Any unused funds provided by Donor will be returned to Donor in accordance with CBP policy and procedures. CBP will owe no interest on funds held and ultimately refunded.

C. Costs and Expenses Relating to Operation, Maintenance and Repair of Donated Property

Upon project completion and acceptance by the United States, Donor will be financially responsible for all costs and operating expenses related to the operation, maintenance and repair of the donated real property. Operating costs and expenses include recurring services, such as cleaning, maintenance and utilities, and non-recurring costs and expenses, such as snow removal, repairs and alterations, grounds keeping, and other operating costs. Donor will be financially responsible for all such costs and expenses unless and until such time as the United States has the available funding and has decided its sole discretionary authority to specifically obligate funds for such costs and expenses and only after the United States has provided providing notice to donor of such actions. The United States will not reimburse Donor for its incurred costs and expenses nor does this Agreement create any financial liability or obligation on the United States prohibited by the Anti-Deficiency Act (31 U.S.C. §§ 1341(a)(1)(A), 1341(a)(1)(B) and 1517(a)) or otherwise.

The estimated increase in costs and expenses to the United States attributable to the operation and maintenance of the donated real property in Fiscal Year 2021 is \$98,766. The cost and expense estimate may fluctuate from year-to-year due to inflation and

other factors. Donor agrees to provide an upfront monetary donation to CBP at the beginning of each fiscal year based on the estimate it receives from CBP. CBP will reconcile the estimated costs and expenses against the actual costs and expenses incurred in the fourth quarter of each fiscal year (*i.e.*, July, August and September). In the event that the previous payments from Donor are less than the actual costs and expenses incurred, CBP will send Donor a fourth quarter invoice that will include actual costs and expenses of operation and maintenance year-to-date not yet paid, as well as the estimated amount owed for the fourth quarter. Any unused donated funding at the end of the fiscal year may be retained by CBP to be applied to the following year's operation and maintenance costs and operating expenses or returned to Donor, at Donor's option, in accordance with CBP policy and procedures. CBP will owe no interest on funds held and ultimately refunded.

D. Warranty of Construction and Damage

Upon project completion and acceptance by GSA and CBP, the United States will own the donated property, subject to a minimum of a one-year warranty of construction to be provided by Donor or Donor's construction company, naming the United States, acting by and through the Administrator of General Services and the Secretary of Homeland Security, as a beneficiary, in the form prescribed in Federal Acquisition Regulation ("FAR") subsection 52.246-21, Warranty of Construction.

SECTION VIII. SITE CONDITIONS

Donor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions that can affect the work or its costs, including (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance.

The United States is not responsible for any unknown or unforeseen site conditions. Donor acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including exploratory work. Any failure of Donor to take the actions described and acknowledged in this section will not relieve Donor from responsibility for estimating properly the difficulty and cost of successfully performing the work or otherwise relieve Donor of its obligations to perform as set forth in this Agreement.

Should Donor encounter, or GSA or CBP discover, during the progress of the work, subsurface or latent conditions at the site materially differing from those shown in the Project Documents, or unknown conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Project Documents, Donor must immediately cease construction operations under this Agreement and notify the GSA Project Team Manager and the CBP Project Manager before the site is disturbed further. After such notice, the Parties may jointly agree that Donor may continue work under this Agreement in areas not affected by the newly discovered site condition. The GSA Project Team Manager and the CBP Project Manager will thereupon promptly investigate the conditions and, if they find that they do so materially differ, if possible and upon agreement of the Parties, this Agreement may be

modified to provide for any revised scope of work or extension of time resulting from such conditions. ANY COSTS CAUSED BY SUCH CHANGED CONDITIONS WILL BE THE SOLE RESPONSIBILITY OF DONOR AND IT IS UNDERSTOOD THAT THE UNITED STATES WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY SUCH COSTS OR CLAIMS FOR COSTS. IF DONOR ELECTS NOT TO BEAR SUCH INCREASED COSTS, THIS AGREEMENT MAY BE TERMINATED, SUBJECT TO THE TERMINATION AND RESTORATION PROVISIONS SET OUT IN THIS AGREEMENT.

SECTION IX. PROJECT EXECUTION

Donor may proceed with Project execution only after this Agreement has been executed, the Parties have satisfied all of the conditions precedent to the commencement of construction and GSA has issued a Notice to Proceed for the construction activity. The commencement conditions include:

- All design submittals (30%, 60%, 90%, and 100%) must meet the requirements of the current PBS-P100. The PBS-P100 refers to the GSA CAD Standards (www.gsa.gov/cad), which must also be followed at each design submittal;
- GSA and CBP hereby accept Donor's choice of construction contractor. If Donor elects to change its contractor at any point in the Project, Donor must obtain GSA and CBP's prior approval of the proposed replacement contractor;
- GSA and CBP approval of Donor's Project Documents and work plan;
- Evidence of Donor's compliance with insurance requirements as set forth below;
- A site access, construction license or other similar agreement that is in full force and effect;
- Evidence of Donor's capability to fund or obtain financing for all Project costs and expenses;
- Evidence that the payment and performance obligations relating to the design, construction, delivery, and installation of the infrastructure improvements are assured to GSA and CBP's satisfaction; and
- Evidence that any necessary governmental permits or approvals have been obtained and the Project is in compliance with all applicable laws, regulations and code requirements, and all proposed contractors and subcontractors have obtained the requisite security clearance.

The decision whether to move forward with Project execution is solely within GSA and CBP's discretion.

All work must be performed in a manner that either avoids or minimizes, to the extent reasonably possible, operational disruptions. Donor agrees to coordinate Project activities with the GSA Project Team Manager and the CBP Project Manager to ensure that operational disruptions, if any, are mitigated and managed appropriately.

All work must be performed in a manner that will safeguard the public and United States personnel and property, and in accordance with all applicable federal, State of Texas and local laws and regulations. Donor must provide the appropriate safety barricades, signs and signal lights at the Project site at all times. Donor must keep the work area free from accumulation of waste materials and leave the work area in a clean, neat and orderly condition satisfactory to GSA and CBP on a daily basis, and, upon completion of the Project, remove any trash, rubbish, tools, equipment, and materials that are not United States property.

All equipment, supplies, material, and articles incorporated into the work should be new and of the

most suitable grade for the purpose intended. Donor agrees to perform all work under this Agreement in a skillful and workmanlike manner.

During Project execution, GSA and CBP, as applicable, will monitor and engage in the following reviews and activities:

- Issuance of temporary site access, construction license or other similar agreement to Donor;
- Inspection of installation and construction quality and, if necessary, issuance of written field directives setting forth in reasonable detail alleged variances or violations and requesting that Donor take specified corrective action;
- Preparation of written punch list after substantial completion (Project is substantially complete when it may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the operation of the property by the United States). Donor's construction contractor must attend the punch list review meeting and provide a written list of all incomplete or deficient installation items, with the understanding that additional items may be added in the process of the walk-thru by all Parties;
- Coordination with Donor to complete all items identified in the punch list within 20 working days;
- Monitor closeout of the Project punch list;
- Staff training for facility operations and items covered by the one-year warranty to be provided by Donor;
- Review and approval of as-built documents, including dimensioned and noted underground utility information; and
- Final inspection and acceptance.

Donor is required to (a) commence work under this Agreement within 30 calendar days after the date Donor receives the Notice to Proceed from GSA, (b) prosecute the work diligently and (c) complete the entire work ready for use within the time set forth in the Project Documents. The time stated for completion includes final cleanup of the premises. Donor must update the Project schedule monthly to reflect its actual progress in completing the work, and submit the updated Project schedule to the GSA Project Team Manager and the CBP Project Manager within five working days of the end of each month or other specified period.

The Donor and their contractors will ensure that project risks are actively identified, analyzed, and managed throughout the life of the project. A project risk is an uncertain event or condition that, if it occurs, has an effect on at least one project objective. Risk management focuses on identifying and assessing the risks to the project and managing those risks to minimize the impact on the project. Risks will be identified as early as possible in the project so as to minimize their impacts. The Donor and their contractors shall identify a designee who shall serve as the Risk Manager for this project. Risk identification will involve the project team, appropriate stakeholders, and will include an evaluation of safety factors, organizational culture and the project schedule. Careful attention will be given to the project deliverables, assumptions, constraints, work breakdown structure (WBS), cost/effort estimates, and other key project documents. A Risk Management Log will be generated and updated as needed and will be stored electronically in the project library. All

risks identified will be assessed to identify the range of possible project outcomes. The probability and impact of occurrence for each identified risk will be assessed by the Risk Manager, with input from the project team.

At all times during performance of construction work under this Agreement and until the work is completed and accepted by the United States, Donor must provide full-time on-site professional construction management services for the Project. The identity and scope of work of Donor's construction management representative must be approved by the GSA Project Team Manager and the CBP Project Manager. Donor must provide sufficient construction management resources, including personnel responsible for project management, estimating, coordination, inspection, quality assurance, and PBS-P100-required commissioning, to ensure the proper execution and timely completion of the Project. From and after the commencement of construction until acceptance of the donation by the United States, Donor's construction manager must provide to the GSA Project Team Manager and the CBP Project Manager information on a regular basis sufficient to apprise GSA and CBP in reasonable detail of the then-current status of the progress of the Project, including all meeting minutes, daily reports with labeled photos, testing results, and other inspection-related correspondence, and other written material generally circulated to Donor's contractors and other members of the Project team relating to the design and construction of the Project, and other materials reasonably requested by the GSA Project Team Manager or the CBP Project Manager. CBP, GSA and Donor will establish recurring meetings to discuss the status of the Project and will identify specific milestones during which the construction manager will coordinate on-site walkthroughs and inspections with the appropriate CBP and GSA subject matter experts.

The Project is complete only when Donor has corrected all punch list items and noted deficiencies, and has complied with all conditions in this Agreement. GSA and CBP's identification of issues on the punch list does not in any way prevent GSA or CBP from raising other issues discovered thereafter or otherwise limit Donor's obligations or waive any of GSA and CBP's rights under this Agreement. Upon completion of the Project, Donor, Donor's construction contractor and the construction manager must each certify that the construction meets all of the requirements of the Project Documents.

Upon final acceptance, in writing, by the United States, Donor agrees to provide GSA and CBP with final as-built drawings in AutoCAD format and plans of the donated site improvements, all warranty documentation, all documents necessary for transfer of ownership (such as a bill of sale, clear title evidence, a deed of transfer, and an American Land Title Association land title survey), the final total and itemized costs for the Project, lien releases, license terminations, and any other reasonable request for documentation related to the Project.

SECTION X. AUTHORIZED AREAS

Donor must confine all operations (including storage of materials) on any federally owned property to areas authorized or approved by the GSA Project Team Manager or the CBP Project Manager. Temporary buildings (e.g., storage sheds, shops and offices) and utilities may be erected or installed by Donor only with the approval of the GSA Project Team Manager or the CBP Project Manager and must be built or installed with labor and materials furnished by Donor without expense to the United States. The temporary buildings and utilities will remain the property of Donor and must be removed by Donor at its sole cost and expense upon completion of the work.

Donor must use only established roadways or use temporary roadways constructed by Donor when and as authorized by the GSA Project Team Manager or the CBP Project Manager. Donor must remove any temporary roadways it constructs and restore the property to its condition at the

commencement of construction, including resodding and fill, as necessary, and repair or pay for the repair of any damage that occurs as a result of its activities, including any damage to curbs, sidewalks, roads, or landscaping.

SECTION XI. INSPECTION OF CONSTRUCTION

Donor must maintain an adequate inspection system and perform such inspections as will ensure that the work performed under this Agreement conforms to requirements set forth herein. Donor must maintain complete inspection records and make them available to GSA and CBP upon request.

GSA and CBP reserve the right, but not the obligation, to review, test or inspect the prosecution of Donor's work to verify compliance with the terms of this Agreement. Donor must allow GSA and CBP, and their agents and representatives, access to the construction site and Donor's work for such reviews, provided such access and reviews do not unreasonably interfere with or unreasonably delay the performance of Donor's work. GSA and CBP's inspections and tests are for the sole benefit of the United States, do not relieve Donor of responsibility for providing adequate quality control measures and do not constitute or imply acceptance of any part of the work.

Donor must, without charge to the United States, replace or correct work found by GSA or CBP not to conform to contract requirements. Donor must promptly segregate and remove rejected material from the premises. If Donor does not promptly replace or correct rejected work, the United States may terminate this Agreement without liability to the United States and seek any other remedies permitted by this Agreement or by law.

SECTION XII. SPECIFICATIONS, PLANS AND DRAWINGS FOR CONSTRUCTION

Donor must keep on the work site a copy of the plans, drawings and specifications and must at all times give GSA and CBP access thereto. Anything mentioned in the specifications and not shown on the plans or drawings, or shown on the plans and drawings and not mentioned in the specifications, must be of like effect as if shown or mentioned in both.

In case of differences between the plans and drawings and the specifications, the specifications will govern. In case of discrepancies in the figures, plans or drawings, or the specifications, the matter must be promptly submitted to the GSA Project Team Manager and the CBP Project Manager, who will promptly make a determination in writing. Any adjustment by Donor without such a determination will be at its own risk and expense.

If this Project requires shop plans and drawings, such as drawings of the mechanical and electrical work, such plans and drawings must be submitted to the GSA Project Team Manager and the CBP Project Manager for approval prior to commencing the work.

SECTION XIII. CONTRACT MANAGEMENT AND PERSONNEL

Donor must employ, and require its contractors and subcontractors to employ, qualified personnel to perform the work. The United States reserves the right to exclude, or remove from the site, any personnel for reasons of incompetence, carelessness or insubordination, who violate rules and regulations concerning conduct on federal property or whose continued employment on the site is

otherwise deemed by the United States to be contrary to the public interest. Repeated failure or excessive delay by Donor to provide qualified personnel will be deemed a default under this Agreement and, in such event, GSA and CBP may, in their sole discretion, terminate Donor's right to proceed and seek any other remedies permitted by this Agreement or by law.

SECTION XIV. CONTRACTORS AND SUBCONTRACTORS

Donor will be responsible for coordinating all activities of contractors, subcontractors and suppliers. This responsibility includes coordination of the following activities: preparation of shop drawings produced by different contractors, subcontractors and suppliers where their work interfaces or may potentially conflict or interfere and the installation of such work; scheduling of work by contractors, subcontractors and suppliers; and use of the Project site for staging and logistics.

Donor must verify and confirm, in writing, to the GSA Project Team Manager and the CBP Project Manager that the donor's construction contractor and any of its subcontractors are not identified within the active exclusion records maintained by the United States identifying those parties excluded from receiving federal contracts, certain subcontracts and certain types of federal financial and non-financial assistance and benefits (the "Exclusion List"). The most current Exclusion List is contained within the System for Award Management ("SAM"), www.sam.gov. No party on the Exclusion List may perform any work related to or in connection with this Agreement and Donor will be in default under this Agreement if any party on the Exclusion List performs such work.

Nothing contained in this Agreement will be construed as creating any contractual relationship between any third party (e.g., contractor, subcontractor or supplier or any of their agents, representatives or employees) and the United States. Donor will be responsible to the United States for acts and omissions of its own employees, contractors, subcontractors, suppliers, and their employees, to the maximum extent permitted by applicable state law and to the extent of available appropriations.

SECTION XV. SECURITY CONSIDERATIONS

Given the security-sensitive nature of land ports of entry, at the discretion of GSA or CBP, each employee, worker and supplier will be subject to a background investigation prior to being authorized to commence work on any aspect of the Project.

In addition, the dissemination of any Project Documents related to the donation must be tightly controlled in accordance with HSPD-12, as well as subject to an NDA in the form of Exhibit H, which Donor and all contractors, subcontractors, laborers, and suppliers associated with the Project must execute.

All Project Documents are deemed to be Sensitive But Unclassified ("SBU") or Controlled Unclassified Information ("CUI"), or both (collectively, "Sensitive Information"), and are subject to the provisions of this section. For any person authorized access to Sensitive Information, Donor must ensure that such person receives training concerning the protection and disclosure of Sensitive Information both during and after performance.

Donor and all contractors, subcontractors, laborers, and suppliers associated with the Project must incorporate and comply with all applicable changes and updates to security regulations and requirements as promulgated by the U.S. Department of Homeland Security. In addition, Donor

must comply with the following additional requirements pertaining to security clearances:

- All personnel performing work under contract on the Project site must obtain an Enter on Duty ("EOD") determination before they will be granted access to the site.
- To obtain an EOD determination, Donor must submit for all such personnel fingerprints on Form SF-87 and a completed Contractor Information Worksheet. Detailed information is available at <http://www.gsa.gov/portal/category/107203>. USAccess Credentialing Centers can be located at <http://www.fedidcard.gov/centerlist.aspx>.
- In addition, all such personnel who will be on-site for six months or longer must apply for and receive clearance in accordance with HSPD-12. See 48 C.F.R. § 552.204-9.

All personnel requiring recurring access to federal property, Sensitive Information or Information Technology Resources (defined below) must have a favorably adjudicated background investigation prior to commencing work under this Agreement, unless this requirement is waived by either GSA or CBP. GSA or CBP may require Donor to prohibit certain individuals from working on the contract if GSA or CBP deems their initial or continued employment contrary to the public interest.

In addition, Donor must comply with GSA and CBP personal identity verification procedures that implement HSPD-12, Office of Management and Budget guidance M-05-24 and Federal Information Processing Standards Publication ("FIPS PUB") Number 201.

Donor must account for all forms of federal identification issued to Donor employees and contractors in connection with performance under this Agreement. Donor must return such identification to the issuing agency at the earliest of any of the following, unless otherwise advised by GSA or CBP:

- When no longer needed for Project performance;
- Upon completion of Donor employee's or contractor's employment; or
- Upon acceptance of the donation by the United States or termination of the Agreement.

Donor must insert this provision in all contracts when the contractor or subcontractor is required to have access to a federally controlled facility or information system. It is the responsibility of Donor to return such identification to the issuing agency in accordance with the terms set forth above.

Sensitive Information, as used in this Agreement, means any information that, if lost, misused, disclosed, or, without authorization, is accessed or modified, could adversely affect the national or homeland security interest, the conduct of federal programs or the privacy to which individuals are entitled under section 552a of title 5, United States Code, but that has not been specifically authorized under criteria established by an executive order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. In addition to SBU and CUI, this definition also includes the following categories of information:

- Protected Critical Infrastructure Information ("PCII"), as set out in the Critical Infrastructure Information Act of 2002 (title II, subtitle B of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto, 6 C.F.R. part 29, as amended, the applicable PCII Procedures Manual, as amended, and any supplementary

guidance officially communicated by an authorized official of the U.S. Department of Homeland Security (including the PCII Program Manager or the PCII Program Manager's designee);

- Sensitive Security Information ("SSI"), as defined in 49 C.F.R. part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the U.S. Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or the Assistant Secretary's designee);
- Information designated as "For Official Use Only ("FOUO")," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of federal programs or other programs or operations essential to the national or homeland security interest; and
- Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

"Information Technology Resources" include computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

Donor acknowledges that, as part of its Project planning and execution activities, GSA and CBP will need to provide Donor with Sensitive Information. Donor agrees to treat all such information as confidential to the maximum extent permitted by the Texas Public Information Act ("PIA"), chapter 552 of the Texas Government Code, and will sign an NDA to that effect. If Donor receives a request for documents related to this Agreement from a party who is not a signatory to this Agreement, Donor agrees to comply with all requirements of the PIA, including any required notification of GSA or CBP, or both, pertaining to such request.

During Project execution, Donor may need to consult with other entities that may be involved with the Project. To the extent any of these other entities require access to Sensitive Information, they, too, will be required to execute an NDA.

SAFEGUARDING AND DISSEMINATION OF SENSITIVE INFORMATION

This clause applies to all recipients of Sensitive Information, including offerors, bidders, awardees, Donor, contractors, subcontractors, lessors, suppliers and manufacturers.

Marking Sensitive Information:

Donor-generated documents that contain Sensitive Information must be reviewed by GSA and CBP to identify any sensitive content before the original or any copies are disseminated to any other entities. If sensitive content is identified, the GSA Project Team Manager or the CBP Project Manager may direct Donor to imprint or affix sensitive document markings to the original documents and all copies before any dissemination.

Authorized Recipients:

Information designated sensitive must be protected with access strictly controlled and limited to those individuals having a legitimate business need to know such information. Those with a need

to know may include federal, state and local government entities, and nongovernmental entities engaged in the conduct of business on behalf of or with GSA and CBP. Nongovernmental entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, utilities, and others submitting an offer or bid or performing work under this Project. Recipients must have a legitimate business need to know such information. If a contractor or subcontractor is not registered in SAM and has a need to possess Sensitive Information, the contractor or subcontractor must provide Donor its Data Universal Numbering System number or its tax ID number and a copy of its business license. Donor must keep this information related to the contractor or subcontractor for the duration of the contract and subcontract.

Provided they have first executed an NDA, all GSA, CBP and Donor personnel will be provided Sensitive Information when needed for the performance of official federal, state and local government functions, such as for code compliance reviews and for the issuance of building permits or notices to proceed. Public safety entities, such as fire and utility departments, may require access to Sensitive Information on a need to know basis. This clause must not prevent or encumber the dissemination of Sensitive Information to public safety entities.

Dissemination of Sensitive Information:

Electronic transmission of Sensitive Information outside of the GSA or CBP network must use session encryption (or alternatively, file encryption). Encryption must be through an approved National Institute of Standards and Technology ("NIST") algorithm with a valid certification, such as Advanced Encryption Standard or Triple Data Encryption Standard, in accordance with FIPS PUB Number 140-2, "Security Requirements for Cryptographic Modules," and GSA policy and procedures (PBS P 3490.2, "Document Security For Sensitive But Unclassified Building Information" (September 2, 2014)). If such encryption is not available to Donor, the Sensitive Information will be transmitted by a method agreeable to all Parties.

Non-electronic forms of transmission (including paper documents, among other formats) or through portable electronic data storage devices (including CDs, DVDs and USB drives) sent by mail must use only methods of shipping that provide services for monitoring receipt, such as track and confirm, proof of delivery, signature confirmation, or return receipt. If transmitted in person, Donor must provide Sensitive Information only to authorized recipients with a need to know such information.

Record Keeping:

Donor must maintain a list of all entities to which Sensitive Information is disseminated in accordance with the above paragraphs addressing authorized recipients and dissemination of Sensitive Information. This list must include, at a minimum,; (1) the name of the federal, state or local government entity, utility or firm to which Sensitive Information has been disseminated; (2) the name of the individual at the entity or firm who is responsible for protecting the Sensitive Information, with access strictly controlled and limited to those individuals having a legitimate business need to know such information; (3) contact information for the named individual; and (4) a description of the Sensitive Information provided. Once "as built" drawings are submitted, Donor must collect all lists maintained in accordance with this clause, including those maintained by any contractors, subcontractors or suppliers, and submit them to the GSA Project Team Manager.

Destroying Sensitive Information:

When no longer needed, Sensitive Information must be destroyed so that marked information is rendered unreadable and incapable of being restored, in accordance with guidelines provided for

media sanitization within GSA CIO IT Security 06-32, "Media Sanitization Guide," and Appendix A of NIST Special Publication 800-88, "Guidelines for Media Sanitization." Alternatively, Sensitive Information may be returned to the GSA Project Team Manager.

Notice of Disposal:

Donor must notify the GSA Project Team Manager that all Sensitive Information has been returned or destroyed by Donor and its contractors, subcontractors or suppliers in accordance with the paragraphs above, with the exception of Donor's record copy. This notice must be submitted to the GSA Project Team Manager at the completion of the Project. Donor may return the sensitive documents to the GSA Project Team Manager rather than destroying them.

Incidents:

All improper disclosures of Sensitive Information must be immediately reported to the GSA Project Team Manager, and Donor will provide a corrective action plan explaining how Donor will rectify any noncompliance and comply with the provisions of this Agreement in the future.

Contracts and Subcontracts:

Donor and its contractors and subcontractors must insert the substance of this section in all contracts and subcontracts where the contractor or subcontractor may have access to federal facilities, Sensitive Information or Information Technology Resources.

The provisions in this Agreement relating to the NDA and all Sensitive Information, including SBU, CUI or FOUO information, will survive the expiration or earlier termination of this Agreement.

SECTION XVI. WARRANTIES

Donor warrants that work performed under this Agreement will conform to the approved Project Documents and will be free of any defect in equipment, material or design furnished, or workmanship performed, by Donor or any contractor, subcontractor or supplier at any tier. In confirmation thereof, Donor agrees to furnish the United States, acting by and through GSA and CBP, a one-year full warranty for the donated property from the date of final acceptance in the form prescribed in Federal Acquisition Regulation subsection 52.246-21, Warranty of Construction. Donor must remedy, or cause to be remedied, without any cost or expense to the United States, any failure to conform to the approved Project Documents or any defect within a reasonable time, and must remedy, or cause to be remedied, without any cost or expense to the United States, any damage to federally owned or controlled real or personal property, when that damage results from Donor's or Donor's contractor's, subcontractor's or supplier's failure to conform to the approved Project Documents, contract requirements or any defect of equipment, material, workmanship, or design furnished. Donor's warranty with respect to work repaired or replaced will run for one-year from the date of repair or replacement.

If Donor fails to remedy any failure, defect or damage within a reasonable time after receipt of notice, the United States will have the right to replace, repair or otherwise remedy the failure, defect or damage caused at Donor's expense and to obtain reimbursement from Donor for the costs of such replacement, repair or remedy.

Donor must obtain all warranties from contractors, subcontractors, manufacturers, and suppliers that would be given in normal commercial practice and enforce all warranties for the benefit of the

United States if directed by either GSA or CBP.

SECTION XVII. ENVIRONMENTAL REPRESENTATIONS

Donor must represent and warrant to the United States as of the date the donated property is accepted by the United States that, to the best of Donor's knowledge, information and belief:

- Donor has no liability under, has never violated and is presently in compliance with all environmental laws, rules, regulations, and ordinances applicable to the property and any construction activities thereon, and there exist no adverse environmental conditions with respect to the property or any construction activities thereon.
- Donor has neither disposed of solid waste at the property, nor generated, manufactured, refined, transported, stored, handled, disposed, transferred, produced, or processed any hazardous substance, pollutant or contaminant, including hazardous wastes or hazardous constituents, petroleum or petroleum derivatives (as those terms are defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, and the Resource Conservation and Recovery Act), disposed of, released or existing in environmental media, such as soil, subsurface soil, air, groundwater, surface water, or subsurface geological formations at levels above background from or on the property (other than ordinary small quantities of household or office cleaning supplies and office supplies, such as photocopy supplies for office use), and Donor has no knowledge of the release or threat of release of any of these at or in the vicinity of the property.
- No lien has been imposed on the property by any governmental entity in connection with an unsatisfactory environmental condition located on or off the property.
- The donated property contains no asbestos-containing materials. Asbestos-containing materials are defined as any materials with a concentration of 1% or greater by dry weight of asbestos fibers.

Donor further agrees that it will take all response actions necessary to protect human health and the environment that have not been taken as of the date the property is donated to the United States, but are discovered to be required after the date of the donation and are attributable to the actions of Donor or its contractor. In particular, Donor provides assurances that, in accordance with and to the extent required at the location of the property by applicable federal, state and local laws, Donor will timely assess, inspect, investigate, study, and remove or remediate, as appropriate, the release or threatened release of a hazardous substance, pollutant or contaminant, including hazardous wastes or hazardous constituents, petroleum or petroleum derivatives (as those terms are defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, and the Resource Conservation and Recovery Act), disposed of, released or existing in environmental media, such as soil, subsurface soil, air, groundwater, surface water, or subsurface geological formations at levels above background from or on the property; and

Donor further agrees that to the maximum extent permitted by applicable federal and state law, donor will settle or defend, as applicable, and indemnify against and pay any claim, demand or order, including costs, fees and penalties, made by federal, state or local regulators or third parties in connection with any release or threatened release of a hazardous substance, pollutant or contaminant, hazardous waste or hazardous constituent,

or petroleum or petroleum derivative from or on the property, arising out of or relating to the performance of Donor's or Donor's contractors and subcontractors' work or activities under this Agreement.

SECTION XVIII. LIABILITY AND INDEMNIFICATION

Donor must not destroy, displace or damage any United States property, except as expressly permitted by this Agreement or the written consent of the GSA Project Team Manager or the CBP Project Manager. To the maximum extent provided by applicable law, Donor will be responsible for all damages to persons or property that occur as a result of Donor's activities performed under this Agreement or otherwise in completing the project, whether caused by Donor's intentional conduct, recklessness, fault, negligence, or otherwise. In confirmation thereof, Donor, to the extent permitted by applicable state law and to the extent of available appropriations, hereby agrees to indemnify and hold the United States, acting by and through CBP and GSA, and its employees, officers, representatives, and agents, in both their individual and official capacities, harmless from and against all loss, damage, claim, or liability whatsoever, due to personal injury or death, damage to property of others, or otherwise, directly or indirectly, arising out of or relating to the exercise by Donor of the privileges granted under this Agreement and the Project Documents or any other act or omission of Donor relating to the project, including failure to comply with the obligations of this Agreement and the Project Documents.

In addition, Donor agrees to require in its contracts for any portion of any work performed in accordance with the terms of this Agreement that the contractors will indemnify and hold the United States, acting by and through CBP and GSA, and its employees, officers, representatives, and agents, in both their individual and official capacities, harmless from and against all loss, liabilities, suits, obligations, fines, damages, penalties, claims, judgments, liens, costs, charges, and expenses, including reasonable attorneys' fees and disbursements that may be imposed upon or incurred by or asserted against the United States by reason of any acts or omissions of any of Donor's contractors or any person or entity claiming by or through Donor's contractors.

SECTION XIX. INSURANCE

The United States acknowledges that Donor, being an executive branch agency of the State of Texas, is self-insured. Prior to commencing any activities under this Agreement, Donor must deliver to GSA and CBP evidence that Donor's contractors each have at least \$2,000,000, and each of their subcontractors have at least \$1,000,000, comprehensive general public liability and property damage insurance policies to cover claims arising from the contractors' and subcontractors' operations that cause damage to persons or property of third persons; such insurance must name the United States, acting by and through the Administrator of General Services and the Secretary of Homeland Security, as an additional insured. Each contractor and subcontractor also must obtain and maintain workers' compensation insurance in the amounts required by applicable laws. If Donor's contractors and subcontractors fail to comply with the terms and conditions of this section, at the option of GSA or CBP, Donor's activities must immediately cease and desist until such time as there is compliance. The insurance carrier must waive all subrogation rights against any of the named insured.

Donor must promptly provide to the GSA Project Team Manager and the CBP Project Manager proof that its contractors and subcontractors have obtained the insurance required by this Agreement in the form of certificates of insurance that show the policy coverage amount(s) and the endorsement page that documents and confirms that the United States has been added as an additional insured on the policies with respect to operations performed under this Agreement. Donor must submit to the GSA Project Team Manager and the CBP Project Manager all renewal certificates issued during the life of the Project immediately upon issuance. Donor's contractors and subcontractors must maintain the required insurance at all times during the term of the Agreement. All required policies of insurance must be in companies of generally recognized responsibility. All policies of insurance must provide that they may not be canceled without at least 30 calendar days' prior written notice to GSA and CBP.

SECTION XX. BONDING

Donor must require its contractors to post payment and performance bonds substantially in the form of Standard Form 25 or in such other form as is acceptable to GSA and CBP to secure payment for persons supplying labor or materials and completion of the work to be performed under this Agreement. The bonds must name the United States, acting by and through the Administrator of General Services and the Secretary of Homeland Security, as an additional named beneficiary. The performance bond or bonds must be in a cumulative amount no less than the estimated value of the donation.

Donor must furnish all executed bonds, including any necessary reinsurance agreements, to GSA and CBP prior to commencement of construction. The bonds must be in the form of a firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties or by other acceptable security, such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with the U.S. Department of the Treasury regulations, certain bonds or notes of the United States. Treasury Department Circular 570 is published in the *Federal Register* or may be obtained from the:

U.S. Department of the Treasury
Financial Management Service
Surety Bond Branch
3700 East West Highway, Room 6F01
Hyattsville, MD 20782,

or on the Internet at <http://www.fms.treas.gov/c570/>.

Donor must promptly furnish additional security required to protect the United States and persons supplying labor or materials under this Agreement if any surety upon any bond or issuing financial institution for other security furnished under this Agreement becomes unacceptable to the United States.

SECTION XXI. DISPUTE RESOLUTION

All disputes arising under or relating to this Agreement will be resolved following the procedures set forth in this section and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. Before invoking the procedures under the Contract Disputes Act, the Parties agree to make good faith efforts to resolve informally disputes that may arise out of or relate to this Agreement, or the breach thereof,

that affect the Parties' obligations and responsibilities under this Agreement. In the event that such a dispute arises between Donor and the United States and the dispute cannot be resolved informally by the Parties, Donor may file a claim (a "Donor Claim") with GSA or CBP or the United States may file a claim (a "United States Claim") against Donor. A "Claim" is a United States Claim or a Donor Claim, as applicable. If the dispute cannot be settled through negotiation, the Parties will first try in good faith to settle the dispute by mediation, before resorting to litigation. The United States agrees that GSA and CBP will not issue any final determination regarding any Claim by either Party until and unless such mediation has been concluded or either Party advises the other that a resolution of the dispute by mediation does not appear likely within a reasonable time. All claims will be resolved in accordance with Federal Law.

SECTION XXII. LIMITATIONS

Nothing in this Agreement is intended to conflict with current law, regulation, directive, or policy of any Party. If any provision of this Agreement is inconsistent with any such authority, then that provision is deemed to be invalid and subject to modification upon concurrence of the Parties and the remaining terms and conditions of this Agreement will continue in full force and effect. This Agreement is not intended and should not be construed to create any right or benefit, substantive or procedural, enforceable at law or in equity, by Donor or any third-party against the United States or any of its employees.

The donor acknowledges and represents that it has made this donation voluntarily for the mutual benefit of the Parties. The Parties acknowledge that this Agreement is not a commitment by the Federal Government to future funding, staffing or other resources, nor does this Agreement obligate the Federal Government to spend funds for any particular purpose, even if funds are available. Nothing in this Agreement may be construed or interpreted to obligate any Party to an expenditure of funds in advance, or in excess, of the availability of appropriations.

Nothing in this Agreement constitutes or can be construed as a waiver of the sovereign immunity of the United States.

In accepting this donation, Donor acknowledges that CBP and GSA cannot and will not provide any preferential treatment to Donor in the performance of its duties, and that Donor does not expect nor has Donor requested any such preferential treatment or endorsement in exchange for the donation. Donor does not expect nor has Donor requested any conditions or benefits in exchange for the donation other than what is expressly stated herein.

SECTION XXIII. NOTICES

All notices and other communications arising under this Agreement must be in writing and must be furnished by (i) hand delivery; (ii) United States certified mail, postage prepaid, return receipt requested; or (iii) nationally available overnight next business day courier, charges prepaid, signature of recipient required, in each instance, if to GSA to the GSA Project Team Manager, if to CBP to the CBP Project Manager and, if to Donor to the Donor Project Manager, at the addresses set forth immediately below. Any Party may change the notice address set forth below by serving five calendar days' prior written notice upon the other Parties. Any such notice will be duly given upon the date it is delivered to the address (or, if delivery is refused, the date when delivery was first attempted) shown below.

GSA:

U.S. General Services Administration
Public Buildings Service (7P1)
1101 E. Hackberry Ave.
Suite 200
McAllen, TX 78501
Attn.: Christopher Anzaldua

with a copy to:

U.S. General Services Administration
Office of Regional Counsel (7L)
819 Taylor Street
Room 11A31
Fort Worth, TX 76102
Attn.: Regional Counsel

CBP:

U.S. Customs and Border Protection
24000 Avila Road
Suite 5020
Laguna Niguel, CA 92677
Attn: Michael Acosta

with a copy to:

U.S. Customs and Border Protection
Donations Acceptance Program
1300 Pennsylvania Ave, NW
3.4D-24
Washington, DC 20229
Attn: Jorge A. Salazar

Cameron County, Texas:

1100 E. Monroe St.
Brownsville, Texas 78520
Attn: Eddie Treviño, Jr,
Cameron County Judge

with a copy to:

1100 E. Monroe St.
Brownville, Texas 78520
Attn: Pete Sepulveda, Jr.
Cameron County Administrator

3310 South Expressway 77
Brownsville, TX 78521
Attn: Josue Garcia, Jr.
Cameron County Bridge System Director

Cameron County Regional Mobility Authority

CCRMA
3461 Carmen Ave.
Rancho Viejo, TX 78575
Attn: Frank Parker, Jr.

with a copy to:

CCRMA
3461 Carmen Ave.
Rancho Viejo, TX 78575
Attn: Arturo A. Nelson

SECTION XXIV. EXAMINATION OF RECORDS

Donor agrees that GSA, CBP or any of their duly authorized representatives will, until the expiration of three years after the date of acceptance of the donation by the United States, have access to and the right to examine any books, documents, papers, and records of Donor involving transactions related to this Agreement or compliance with any clauses thereunder. Donor further agrees to include in all its contracts and subcontracts hereunder a provision to the effect that each contractor and subcontractor agrees that GSA, CBP or any of their authorized representatives will, until the expiration of three years after the date of acceptance of the donation by the United States, have access to and the right to examine any books, documents, papers, and records of such contractor or subcontractor involving transactions related to the contract or subcontract or compliance with any clauses thereunder.

SECTION XXV. UNITED STATES RIGHTS TO DATA

The United States will have unlimited rights in all plans, drawings and specifications involving this Project, including the right to use same on any other United States design or construction project and to provide to third parties as the United States deems appropriate. Donor, for a period of three years after the date the United States accepts the donation, agrees to furnish the original or copies of all such plans, drawings and specifications on the request of either GSA or CBP.

Donor, to the maximum extent permitted by applicable state law, agrees to indemnify the United States and its officers, agents, representatives, and employees, in both their individual and official capacities, against liability, including fees and costs, for any claim of infringement of any United States patent, violation of trade secrets, copyrights, or right of privacy or publicity, or any claim or dispute arising out of the use of the plans, drawings or specifications, or any other documents or

information provided by Donor, or any combination of the foregoing, or acceptance or use of the donation.

SECTION XXVI. MODIFICATION

This Agreement may be modified or amended only by written, mutual agreement of the Parties. Any Party can initiate the amendment process by providing written notice describing the proposed amendment to the other Parties. During the ensuing 30-calendar day period, the Parties will actively coordinate to try to reach a consensus on the proposed amendment.

SECTION XXVII. CHANGES

Once the Project Documents have been approved by all Parties, any modification to the Project scope of work, including changes to the plans, drawings, specifications, design, or method or manner of performance of work and associated costs, must be reviewed and approved by the Parties before taking effect. The United States will not be responsible for any costs or expenses associated with any scope modification initiated by Donor or costs or expenses associated with unknown or unforeseen site conditions encountered on the property.

SECTION XXVIII. NONCOMPLIANCE AND DEFAULT

In the event Donor, after receiving written notice from the GSA Project Team Manager or the CBP Project Manager of non-compliance with any requirement of this Agreement, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, GSA and CBP will have the right to order Donor to stop any or all work or to not accept the donation until Donor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time.

If Donor refuses or fails to prosecute the work or any severable part with the diligence that will ensure its completion within the time specified in this Agreement including any extension, fails to complete the work within this time, fails to complete the work in the manner or to the specifications required by this Agreement, or fails to make required payment to contractors and subcontractors (which includes laborers and suppliers), GSA and CBP will, by written notice, provide Donor a reasonable time to cure performance, which will not be less than 30 calendar days. If Donor does not cure within the reasonable time, Donor will be in default under this Agreement.

In the event of a default by Donor, the United States may pursue any available remedy, including one or a combination of the following: not accepting the donation, seeking reimbursement for costs and expenses the United States incurred to the date of the termination or incurs for completing the work, or requiring Donor to restore any altered federal property to its pre-construction condition. In addition, the United States may make a claim under Donor's contractor's payment or performance bonds or insurance coverage, as applicable. Donor and its sureties will be liable for any damage sustained by the United States resulting from Donor's default under this Agreement, whether or not Donor's right to proceed with the work is terminated.

Donor's right to proceed will not be terminated nor will Donor be charged with damages under this section if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of Donor, and Donor notifies the GSA Project Team Manager or the CBP Project Manager within 10 calendar days from the beginning of any such delay and the cause for the delay, provided that once able, the Donor promptly continues performance under the

terms of this Agreement..

SECTION XXIX. TERMINATION

Any Party may terminate its participation in this Agreement by providing written notice to the other Parties at least 30 days prior to commencement of construction activities, in which case the United States will be under no obligation to accept the donation, and none of the Parties will thereafter have any further rights, obligations or liabilities under this Agreement other than those that expressly survive termination or expiration of this Agreement. In the event the United States terminates this Agreement as a result of Default as provided above, all work on the project must cease, and, if Donor has altered United States property prior to termination of the Agreement, Donor agrees, subject to the discretion of the United States, to restore the property to its prior condition or, if more economically feasible, complete the project. Nothing herein shall be construed to otherwise limit the Government remedies under the above section "Noncompliance and Default." In the event Donor has received any Sensitive Information from GSA or CBP pertaining to the proposed donation and the donation is not consummated for any reason, Donor must promptly return all such materials as described in greater detail above. This provision survives the expiration or earlier termination of the Agreement.

SECTION XXX. SIGNATORIES

The CBP Commissioner and the GSA Commissioner of Public Buildings, or another agency official with the appropriate delegated authority, must execute this Agreement to be effective. Donor's signatory to this Agreement must have full authority to bind Donor with regard to all matters relating to this Agreement. CBP and Partner may use an electronic signature or an electronic record, as those terms are defined in 15 U.S.C. § 7006, to assent to the terms of this Agreement, and this Agreement may not be denied legal effect, validity, or enforceability solely because such an electronic signature or electronic record was used in its formation.

SECTION XXXI. COUNTERPARTS

This Agreement may be executed in counterparts, each of which will be deemed to be a duplicate original, and which together will constitute one and the same instrument.

SECTION XXXII. INTEGRATION AND MERGER

This Agreement sets out all the terms, conditions and agreements of the Parties and supersedes any previous understandings or agreements regarding the donation, whether oral or written. No modification or amendment of this Agreement will be effective unless in writing and signed by all Parties.

SECTION XXXIII. VALIDITY OF PARTS

If any provision of this Agreement is declared to be invalid by a court of competent jurisdiction, the remaining provisions will continue in full force.

SECTION XXXIV. NO PUBLIC OFFICIALS TO PARTICIPATE OR BENEFIT

No member or delegate to the United States Congress, or officers or employees of the United States or the Government of the State of Texas or any municipality thereof, may be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom; provided, however, that this provision will not be construed as extending to any person who may be a shareholder or other beneficial owner of any publicly held corporation or other publicly held entity, if this Agreement is for the general benefit of such corporation or other entity.

SECTION XXXV. EFFECTIVE DATE

This Agreement will become effective when all the Parties have signed it. The date this Agreement is signed by the last Party to sign it (as indicated by the date stated opposite that Party's signature) will be deemed to be the effective date of this Agreement. This Agreement will remain in effect until it is terminated as provided above in sections XXVIII (Noncompliance and Default) and XXIX (Termination), or the property is accepted by the United States.

[Remainder of page intentionally left blank.]

Signature page to follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates noted below.

FOR THE U.S. GENERAL SERVICES ADMINISTRATION



1/20/2021

Date: _____

Daniel W. Mathews
Commissioner
Public Buildings Service
U.S. General Services Administration

FOR THE U.S. CUSTOMS AND BORDER PROTECTION



Date: March 5, 2021

William A. Ferrera
Executive Assistant Commissioner
Office of Field Operations
U.S. Customs and Border Protection

FOR CAMERON COUNTY, TEXAS

Eddie

Digitally signed by Eddie Treviño, Jr.
DN: cn=Eddie Treviño, Jr., o=Cameron
County, ou=Government,
email=etrevino@co.cameron.tx.us, c=US
Date: 2021.01.13 10:49:02 -0600

Treviño, Jr.

Date: January 13, 2021

Eddie Treviño, Jr.
Cameron County Judge
Cameron County, Texas

Sylvia

Digitally signed by
Sylvia Garza-Perez
Date: 2021.01.13
12:16:01 -0600

Garza-Perez

Date: January 13th, 2021

Sylvia Garza Perez
County Clerk
Cameron County, Texas

FOR CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Frank

Digitally signed by Frank Parker, Jr.
DN: cn=Frank Parker, Jr., o=Regional
Mobility Authority, ou=Government,
email=fparker@parker-logistics.com,
c=US
Date: 2021.01.13 11:14:09 -0600

Parker, Jr.

Date: January 13, 2021

Frank Parker, Jr.
Chairman
Cameron County Regional Mobility Authority

Arturo A.
Nelson

Digitally signed by Arturo A. Nelson
DN: cn=Arturo A. Nelson, o=Regional
Mobility Authority, ou=Government,
email=aan@dplubing.com, c=US
Date: 2021.01.13 10:46:22 -0600

Date: January 13, 2021

Arturo A. Nelson
Secretary
Cameron County Regional Mobility Authority

**2-G CONSIDERATION AND APPROVAL OF AMENDMENT NUMBER 3 TO THE
MASTER SERVICE AGREEMENT FOR TOLL SYSTEM MAINTENANCE BETWEEN
THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND KAPSCH.**

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

This Amendment Number Three (the "Amendment 3") 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 Mobility Authority ("CCRMA") dated November 12, 2015, is hereby amended by mutual agreement of the parties as of December 1, 2020 ("Effective Date"). Company and CCRMA 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 entered into Work Authorization No. 2 for Company to provide Software and System Maintenance Services;

WHEREAS, the Parties entered into Amendment Number One effective as of June 1, 2020 and entered into Amendment Number Two effective September 1, 2020;

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 2 to the Agreement, which will terminate on November 30, 2020 per its terms, is hereby extended and will remain in effect for an additional 4 months, to terminate on March 31, 2021. During the 4-month period, the parties will negotiate in good faith on a new maintenance agreement, and needed system upgrades. Company will continue to provide all Software and System Maintenance Services and any other services being provided as of the date of this Amendment.

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.


Sign: 

Name: Peter Aczel

Title: General Manager, Central Region

Date: November 17, 2020

CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY

Sign: 

Name: FRANK PARKER SR.

Title: CHAIRMAN

Date: 12/14/20

**2-H CONSIDERATION AND APPROVAL OF PROPOSAL SUBMITTED BY DIRECT
ENERGY FOR ENERGY PROVIDER FOR THE ADMINISTRATION BUILDING,
TOLLS BUILDING AND SH 550.**

Cameron County RMA
Energy Provider Evaluation

Proposed Locations

3470 Carmen Ave Ste B3
3470 Carmen Ave Ste B4
3470 Carmen Ave Ste B5
3470 Carmen Ave Ste B7
3461 Carmen Ave
570 FM 511
1895 FM 511 Unit 1

Direct Energy Proposal		Gexa Proposal	
Option 1	0.05400 kWh	Option 5	Term 55
Option 2	0.05700 kWh	Option 4	Term 43
Option 3	0.05900 kWh	Option 3	Term 31
Option 4	0.06200 kWh	Option 2	Term 19
		Option 1	Term 12



YOUR PERSONALIZED DIRECT ENERGY PROPOSAL

Cameron County Regional Mobility Authority

DUNS#:

3461 Carmen Ave

CONTACT SHIRLEY JENSEN
FOR QUESTIONS OR TO LOCK IN TODAY!

Rancho Viejo, TX 78575-5221

Option 1 State: TX ISO: Electric Reliability Council of Texas Utility: AEP Texas Central Company				
Proposal# 1132214	Product Fixed Excl. Congestion_Green	Start Month 12/2020	End Month 07/2025	Term 55
Price \$0.05400/kWh	Date Priced 12/03/2020	Creation Date 12/03/2020	# of Locations 7	Annual Usage 210,000kWh

Option 2 State: TX ISO: Electric Reliability Council of Texas Utility: AEP Texas Central Company				
Proposal# 1132213	Product Fixed Excl. Congestion_Green	Start Month 12/2020	End Month 07/2024	Term 43
Price \$0.05700/kWh	Date Priced 12/03/2020	Creation Date 12/03/2020	# of Locations 7	Annual Usage 210,000kWh

Option 3State: TX | ISO: Electric Reliability Council of Texas | Utility: AEP Texas
Central Company

Proposal# 1132209	Product Fixed Excl. Congestion_Green	Start Month 12/2020	End Month 07/2023	Term 31
Price \$0.05900/kWh	Date Priced 12/03/2020	Creation Date 12/03/2020	# of Locations 7	Annual Usage 210,000kWh

Option 4State: TX | ISO: Electric Reliability Council of Texas | Utility: AEP Texas
Central Company

Proposal# 1132204	Product Fixed Excl. Congestion_Green	Start Month 12/2020	End Month 07/2022	Term 19
Price \$0.06200/kWh	Date Priced 12/03/2020	Creation Date 12/03/2020	# of Locations 7	Annual Usage 210,000kWh

Thank you, we appreciate your time and welcome the opportunity to have you as a valued customer.

This is an energy supply proposal you requested. The energy market can be unpredictable, so please call as soon as possible to take advantage of these rates before they expire. This proposal is being provided for indicative purposes only and is not transactable. Your price will be confirmed when you submit an executed supply agreement to Direct Energy for acceptance.

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Quote Sheet



CUSTOMER SUMMARY	
Customer:	Cameron County Regional Mobility Authority
Gexa / NES Contact:	Jovel Leon
Channel Partner:	
Pricing Date:	November 19, 2020
Expiration Date:	November 19, 2020 5:00 PM CST

OPPORTUNITY SUMMARY	
ISO:	ERCOT
Utility:	AEPCPL
Zone:	SOUTH
UAN Count:	9

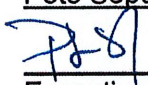
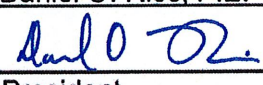
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**2-I CONSIDERATION AND APPROVAL OF NOTICE TO PROCEED NO. 7 FOR WORK
AUTHORIZATION NO. 1**

**WORK AUTHORIZATION NO. 1
NOTICE TO PROCEED NO. 7**

- A. Start Work Date: Upon Execution
- B. Description of Work: Metal Detecting Survey for Old Alice Road, includes labor, transportation, equipment, and incidentals.
- C. Deliverables/Delivery Date: December 31, 2020
- D. Compensation

Work Authorization No. 1	\$75,000.00
NTP1 – Lump Sum	\$ 5,973.52
NTP2 – Lump Sum	\$18,824.97
NTP3 – Lump Sum	\$24,955.41
NTP4 – Lump Sum	\$ 5,973.52
NTP5 – Lump Sum	\$ 7,677.10
NTP6 – Lump Sum	\$ 4,707.23
NTP7 – Lump Sum (See Attached)	\$ 6,888.25
Work Authorization No. 1 Balance	\$ -0-

Authority:	Cameron County Regional Mobility Authority	GEC:	S&B Infrastructure, Ltd.
By:	<u>Pete Sepulveda</u>	By:	<u>Daniel O. Rios, P.E.</u>
Signature:		Signature:	
Title:	<u>Executive Director</u>	Title:	<u>President</u>
Date:	<u>12.10.20</u>	Date:	<u>December 14, 2020</u>

Attachments:
Exhibit 1 – Cost Proposal

PROJECT: Old Alice Road Metal Detecting Survey
 CLIENT: CCRMA
 CONTRACT: GEC Contract
 CSJ:
 COUNTY: Cameron
 S & B JOB NO.: U2716.100 WA1 NTP7

EXHIBIT 1 – COST PROPOSAL

12/08/20

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	Principal	Quality Manager	Project Manager	Env Manager	Env Scientist	Env Scientist III	Engineer Structural	Engineer (V)	Engineer (IV)	Engineer (III)	Senior CADD Operator (I)	CADD Operator (I)	Secretary	TOTAL HRS	ESTIMATED FEE	TOTALS
681010	164	GENERAL COORDINATION for Old Alice Metal Detecting Survey																		
681010		b Project Coordination Metal Detecting Survey	S & B SW	BASIC															\$0.00	
		Sub Total (164 - GENERAL COORDINATION for Old Alice Metal Detecting Survey)			0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0,888.25
		LABOR TOTALS																		
		Total Hours	MULTIPLIER		0	0	0	0	0	0	0	0	0	0	0	0	0	0		
		CONTRACT RATES: (\$MAN-HOUR)	3.7717		269.96	249.99	274.99	185.00	110.02	89.99	245.16	224.98	207.44	169.73	115.00	99.99	64.99	0		
		BASE RATES: (\$MAN-HOUR)			79.53	66.28	72.91	49.05	29.17	23.86	65.00	59.65	55.00	45.00	30.49	26.51	17.23			
		NON LABOR TOTAL																	\$0.00	
		BASIC SERVICE TOTAL																	\$ 6,888.25	
		PROJECT TOTAL																		\$6,888.25

12/8/2020

Exhibit 1
Cost Proposal

December 2, 2020

SITE-WORK LANDSCAPE ARCHITECTURE LLC

Stephen P. Walker R.L.A.

Landscape Architect No. 01774

McAllen, Texas

7217 North 30th Street

McAllen, Texas 78504

Phone - 956-309-3113

For the following **PROJECT: Old Alice Road Metal Detecting Survey**

Our proposal would breakdown as follows:

If cleared or mowed we could cut the time down to four days: includes labor, transportation, equipment, and incidentals) = \$6,888.25.

We would need a server to stake out the centerline for the limits of the work. This will help keep us on alignment.

**2-J DISCUSSION AND POSSIBLE ACTION TO APPROVE 100% COMPLETE
CONSTRUCTION PLANS FOR THE CAMERON COUNTY PARKS
ADMINISTRATION BUILDING AND PROCEED TO ADVERTISE FOR BIDS FOR
CONSTRUCTION IN JANUARY 2021.**

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

TO: CCRMA Board of Directors

FROM: Pete Sepulveda, Executive Director *PSG*

DATE: December 10, 2020

RE: Item 2(J)-Discussion and Possible Action to Approve 100% Complete Construction Plans for Cameron County Parks Administration Building and proceed to advertise for bids for construction in January 2021.

Cameron County Commissioners Court has approved the design and 100% Construction plans and has also approved moving forward and bidding out the project.

Staff recommends approval with moving forward to the bidding phase.

**2-K DISCUSSION AND POSSIBLE ACTION TO APPROVE 100% COMPLETE PLANS
FOR PARKING LOT# 10 LOCATED ADJACENT TO SANDPIPER PAVILION AT ISLA
BLANCA PARK AND PROCEED TO ADVERTISE FOR BIDS FOR CONSTRUCTION
IN JANUARY 2021.**



IMPROVING MORE THAN JUST ROADS

MEMORANDUM

TO: CCRMA Board of Directors

FROM: Pete Sepulveda, Executive Director *PSG*

DATE: December 10, 2020

RE: Item 2(K)-Discussion and Possible Action to Approve 100% Complete Construction Plans for Parking Lot #10 located adjacent to the Sandpiper Pavilion at Isla Blanca Park and proceed to advertise for bids for construction in January 2021.

Cameron County Commissioners Court has approved the design and 100% Construction plans and has also approved moving forward and bidding out the project.

Staff recommends approval with moving forward to the bidding phase.

**2-L DISCUSSION AND POSSIBLE ACTION REGARDING A REQUEST FROM THE
UNITED STATES CUSTOM AND BORDER PROTECTION DEPARTMENT OF
HOMELAND SECURITY FOR A RIGHT OF ENTRY FOR A SURVEY AND SITE
ASSESSMENT ON PROPERTY OWNED BY THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY. (TABLED)**