



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
June 03, 2021
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., 979 3258 6273. PASSWORD: 790403. 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.

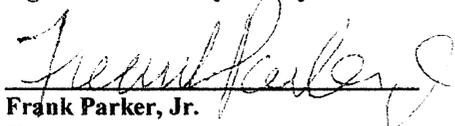
ITEMS FOR DISCUSSION AND ACTION:

2. Action Items.
 - A. Consideration and Approval of the April 26, 2021 Special Meeting Minutes.
 - B. Acknowledgement of Claims.
 - C. Approval of Claims.
 - D. Consideration and Approval of the Financial Statements and Budget Amendments for the month of April 2021.
 - E. Consideration and Approval of the Quarterly Investment Report for Period Ending February 28, 2021.
 - F. Consideration and Approval of a Renewal of a Letter of Credit with Texas Regional Bank.
 - G. Consideration and Approval of Task Order 2021-2 With Fagan Consulting for Updating the Fuego Tag Business Rules and the Electronic Toll Collection System Business Rules.
 - H. Consideration and Approval of Amendment Interlocal Agreement between Cameron County and Cameron County Regional Mobility Authority Regarding the Mountain Bike Trail at the Pedro "Pete" Benavides County Park.
 - I. Consideration and Approval of Supplemental No. 1 to Work Authorization No. 23 with S&B Infrastructure for Toll Booths at Beach Access 3.

- J. Consideration and Approval of Supplemental Work Authorization No. 1 to Work Authorization No. 25 with S&B infrastructure for the Mountain Bike Trail Project.
 - K. Consideration and Approval to Award Bid Number 2021-001 for the Cameron County Parks Administration Building and to Approve Contract for such Awarded Bid.
 - L. Consideration and Approval of Resolution Regarding Dana Road EDC Allocation and Authorizing Chairman Parker to Sign any Necessary Documents.
 - M. Consideration and Approval of Right of Entry for the East Loop Project between the Cameron County Regional Mobility Authority and the University of Texas Rio Grande Valley.
 - N. Consideration and Approval to Advertise for Request for Qualifications for General Engineering Consultants.
 - O. Consideration and Acknowledgement that all Cameron County Regional Mobility Authority Employees have completed a Cyber Security Training Course that has been certified by the Department of Information Resources (DIR) to fulfill the requirements of HB 3834.
3. **EXECUTIVE SESSION:**
- A. Deliberation Regarding Acquisition of Real Property legally described as Units 3 through 8 of the Rancho Viejo Plaza Condominiums, Rancho Viejo, Cameron County, Texas, Pursuant to V.T.C.A., Government Code, Section 551.072.
 - B. Confer with the Cameron County Regional Mobility Authority's Legal Counsel Regarding Legal issues associated with the Awarding of Bid Number 2021-001 for the Cameron County Parks Administration Building, Pursuant to V.T.C.A., Government code, Section 551.071 (1) (2).
4. **ACTION RELATIVE TO EXECUTIVE SESSION:**
- A. Possible Action
 - B. Possible Action

ADJOURNMENT:

Signed this 28th day of May 2021.


Frank Parker, Jr.
Chairman

2-A CONSIDERATION AND APPROVAL OF THE APRIL 26, 2021 SPECIAL MEETING MINUTES.

THE STATE OF TEXAS §

COUNTY OF CAMERON §

BE IT REMEMBERED on the 26th day of April 2021, there was conducted a Special 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

AL VILLARREAL

DIRECTOR

ARTURO A. NELSON

DIRECTOR

MICHAEL SCAIEF

DIRECTOR

MARK ESPARZA

DIRECTOR

LEO R. GARZA

DIRECTOR

DR. MARIA VILLEGAS, M.D.

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 23rd day of April 2021.

PUBLIC COMMENTS

1 PUBLIC COMMENTS

None.

ACTION ITEMS

2-A Consideration and Approval of the March 25, 2021 Regular meeting Minutes and April 01, 2021 Special Meeting Minutes

Director Esparza moved to approve the minutes of the March 25, 2021 Regular Meeting Minutes and the April 01, 2021 Special Meeting Minutes. The motion was seconded by Secretary Nelson and carried unanimously:

The Claims are as follows:

2-B Acknowledgement of Claims.

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

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

2 -D Consideration and Approval of the Financial Statements and Budget Amendments for the month of February 2021 and March 2021.

Mr. Victor Barron, RMA Controller went over the financial statements for February and March.

Vice Chairman Scaief moved to approve the financial statements for February 2021 and March 2021. The motion was seconded by Treasurer Villarreal and carried unanimously.

2 E Consideration and Approval of an Interlocal Agreement between Cameron County Regional Mobility Authority and Cameron County for Marketing Services.

Mr. Pete Sepulveda, Jr., went over the purpose and need of the Interlocal Agreement.

Director Esparza moved to approve the Interlocal Agreement between the CCRMA and Cameron County for Marketing services. The motion was seconded by Director Garza and carried unanimously.

The Interlocal Agreement is as follows:

2 – F Consideration and Approval of Work Authorization No. 07 with Halff & Associates for providing engineering services required for the Development of a Maintenance Asset Report for SH 550.

Mr. Pete Sepulveda, Jr., explained the need for the Work Authorization. Mr. Sepulveda further stated that funding is budgeted.

Treasurer Villarreal moved to approve Work Authorization No. 07 with Halff & Associates. The motion was seconded by Secretary Nelson and carried unanimously.

2 – G Consideration and Approval of Amendment Number One to Agreement for General Consulting Civil Engineering Services between Halff Associates, Inc., and the Cameron County Regional Mobility Authority.

Mr. Pete Sepulveda, Jr., explained to the Board that the need for the Amendment to the General Consulting Civil Engineering Services.

Director Esparza moved to approve Amendment Number One Agreement for General Consulting Civil Engineering Services between Halff & Associates, Inc., and the Cameron County Regional Mobility Authority. The motion was seconded by Director Garza and carried unanimously.

2 – H Consideration and Approval of Amendment Number Two to Agreement for General Consulting Civil Engineering Services between S&B Infrastructure, Ltd., and the Cameron County Regional Mobility Authority.

Mr. Pete Sepulveda, Jr., explained to the Board that the need for the Amendment to the General Consulting Civil Engineering Services.

Secretary Nelson moved to approve Amendment Number Two Agreement for General Consulting Civil Engineering Services between S&B Infrastructure, Ltd. and the Cameron County Regional Mobility Authority. The motion was seconded by Director Garza and carried unanimously.

3 – A EXECUTIVE SESSION

- A. Deliberation Regarding Acquisition of Real property legally described as Units 3 through 8 of the Rancho Viejo Plaza Condominiums, Rancho Viejo, Cameron County, Texas, Pursuant to V.T.C.A., Government Code, Section 551.072.

Director Garza made a motion to table the item. The motion was seconded by Esparza and carried unanimously.

4 -A Possible Action

Director Garza made a motion to table the item. The motion was seconded by Director Esparza and carried unanimously.

ADJOURNMENT

There being no further business to come before the Board and upon motion by Vice Chairman Scaief and seconded by Director Esparza and carried unanimously the meeting was **ADJOURNED** at 12:30 P.M.

APPROVED this 26th day of April 2021.

CHAIRMAN FRANK PARKER, JR.

ATTESTED: _____
ARTURO A. NELSON, SECRETARY

2-B ACKNOWLEDGEMENT OF CLAIMS.

Claims for Acknowledgement

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims May 27, 2021

100 Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	AMEX May 2021	\$ 911.62	AMEX May 2021	Indirect	Y	Local	Ope
Direct Energy Business, LLC	211410045707627	27.53	Direct Energy May 2021 Ste 7	Indirect	Y	Local	Ope
Direct Energy Business, LLC	211410045707628	78.99	Direct Energy May 2021 Ste 3	Indirect	Y	Local	Ope
Direct Energy Business, LLC	211410045707629	7.00	Direct Energy May 2021 Ste 5	Indirect	Y	Local	Ope
Direct Energy Business, LLC	211410045707630	24.66	Direct Energy May 2021 Ste 4	Indirect	Y	Local	Ope
Estrada Hinojosa & Company Inc	4771	5,000.00	Estrada Hinojosa continuing disclosure preparation fee FYE20	Indirect	Y	Local	Ope
Gexa Energy, LP	32630657	43.37	GEXA May 2021 Ste 6	Indirect	Y	Local	Ope
Rio Grande Valley Mobility Task Force	MTF 2108	10,000.00	RGV Mobility Task Force	Indirect	Y	Local	Ope
Texas Comptroller of Public Accounts	K2017 2021	100.00	Texas Controller Membership 2021	Indirect	Y	Local	Ope
TML Health Benefits Pool	1212106A	5,991.96	TML Health Benefits June 2021	Indirect	Y	Local	Ope
		<u>22,185.13</u>					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	AMEX May 2021	\$ 1,511.23	AMEX May 2021	Indirect	Y	Local	Tolls
Texas Department of Information Resources	21041560N	1,071.74	DIR Inv 21041560N	Indirect	Y	Local	Tolls
Direct Energy Business, LLC	211410045706937	63.04	Direct Energy May 2021 Tolls	Indirect	Y	Local	Tolls
FRANCISCO J SANMIGUEL	Travel FSM 01-04/21	1,670.48	Travel Reimbursement FSM Jan-Apr 2021	Indirect	Y	Local	Tolls
Gexa Energy, LP	32633120	118.25	Gexa May 2021 1505 Fm 511 & 1705 Fm 511	Direct Connectors - SH550	Y	Local	Tolls
Public Utilities Board	PUB 588837 May 2021	224.34	PUB 588837 May 2021	Port Spur - SH550	Y	Local	Tolls
Time Warner Cable Business Class	0879673051521	299.17	Spectrum May 2021 #9673	Direct Connectors - SH550	Y	Local	Tolls
TML Health Benefits Pool	1212106A	6,846.36	TML Health Benefits June 2021	Indirect	Y	Local	Tolls
Toshiba America Business Solutions, Inc	5434926	97.30	Toshiba Maint Tolls May 2021	Indirect	Y	Local	Tolls
Toshiba Financial Services	37796347	296.86	Toshiba Tolls May 2021	Indirect	Y	Local	Tolls
United Rentals	189529745-001	366.98	United Rentals towable boom 40-50'	Indirect	Y	Local	Tolls
		<u>12,565.75</u>					

Operations	\$ 22,185.13
Tolls	<u>12,565.75</u>
Total Transfer	<u>\$ 34,750.88</u>

Reviwed by:

Monica R. Ibarra,
Accounting Clerk

Monica R Ibarra 5.27.21

Victor J. Barron,
Controller

Victor Barron 5.27.21

Pete Sepulveda Jr,
Executive Director

Pete Sepulveda Jr 5.27.21



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims May 17, 2021

100 Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer	Funding	Bank
Aflac	676343	235.82	Aflac May 2021	Indirect	Y	Local	Ope
Pathfinder Public Affairs, Inc	40	12,000.00	Pathfinder consulting services Apr 2021	Indirect	Y	Local	Ope
Rentfro, Irwin, & Irwin, P.L.L.C	914	1,200.00	Rentfro legal services Apr 2021	Indirect	Y	Local	Ope
Time Warner Cable Business Class	1.21858E+11	1,161.51	Spectrum May 2021 Tolls	Indirect	Y	Local	Ope
Valley Municipal Utility District	VMUD Apr 2021 Ste 3	34.55	VMUD Apr 2021 Ste 3	Indirect	Y	Local	Ope
Valley Municipal Utility District	VMUD Apr 2021 Ste 4	34.55	VMUD Apr 2021 Ste 4	Indirect	Y	Local	Ope
Valley Municipal Utility District	VMUD Apr 2021 Ste 5	34.17	VMUD Apr 2021 Ste 5	Indirect	Y	Local	Ope
Valley Municipal Utility District	VMUD Apr 2021 Ste 6	34.55	VMUD Apr 2021 Ste 6	Indirect	Y	Local	Ope
Valley Municipal Utility District	VMUD Apr 2021 Ste 7	34.92	VMUD Apr 2021 Ste 7	Indirect	Y	Local	Ope
		14,770.07					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Amazon Matus Contractor Company	Amazon Apr 2021 314	796.78 6,000.00	Amazon Apr 2021 Matus cutting grass, garbage, herbicide 5.12.21	Indirect Indirect	Y	Local	Tolls
Public Utilities Board	PUB 600710 Apr 2021	243.02	PUB 600710 Apr 2021	Direct Connectors - SH550	Y	Local	Tolls
Time Warner Cable Business Class	0121858050921	1,161.50	Spectrum May 2021 Tolls	Indirect	Y	Local	Tolls
Valley Municipal Utility District	VMUD Apr 2021 Tolls	34.55	VMUD Apr 2021 Tolls	Indirect	Y	Local	Tolls
		<u>8,235.85</u>					
	Operations	\$ 14,770.07					
	Tolls	8,235.85					
	Total Transfer	<u>\$ 23,005.92</u>					

Revised by:

Monica R. Ibarra,
Accounting Clerk

Monica R Ibarra 5.17.21

Victor J. Barron,
Controller

Victor J Barron 5.17.21

Pete Sepulveda Jr,
Executive Director

Pete Sepulveda Jr 05.18.21

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims May 10, 2021



100 Operations

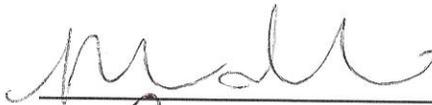
<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Cash Required</u>	<u>Invoice/Credit Description</u>	<u>PROJ Title</u>	<u>Transfer Funds</u>	<u>Funding Source</u>	<u>Bank Account</u>
Culligan of the Rio Grande Valley	320895 Apr 2021	7.99	Culligan April 2021	Indirect	Y	Local	Ope
ROL Consulting LLC	120	8,000.00	ROL consulting services April 2021	Indirect	Y	Local	Ope
Maria D Mayorga	Travel LM 5.4.21	182.70	Travel Rembursement LM 5.4.21	Indirect			
Lone Star Shredding Document Storage	1966816	52.50	Lonestar shredding services April 2021	Indirect	Y	Local	Ope
MPC Studios, Inc	30259	125.00	MPC Studios Apr 2021	Indirect	Y	Local	Ope
TML Health Benefits	1212105A	5,991.96	TML Health Benefits Pool	Indirect	Y	Local	Ope
Toshiba Financial Services	37678318	311.23	Toshiba Admin Apr 2021	Indirect	Y	Local	Ope
		14,671.38					

525 Tolls

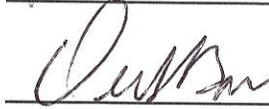
Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Culligan of the Rio Grande Valley	320895 Apr 2021	57.95	Culligan April 2021	Indirect	Y	Local	Tolls
Law Enforcement Systems LLC	1004262	725.92	Duncan DMV Record April 2021	Indirect	Y	Local	Tolls
Fagan Consulting LLC	CCR-2104	920.40	Fagan consulting services April 2021	Indirect	Y	Local	Tolls
LexisNexis Risk Solutions FL Inc	1546392-20210430	110.13	LexisNexis April 2021	Indirect	Y	Local	Tolls
Quadient Leasing USA, Inc.	N8847974	1,061.10	Quadient April 2021	Indirect	Y	Local	Tolls
Tecsidel SA	521	2,652.25	Tecsidel April 2021	Pharr-Reynosa Intl Bridge	Y	Local	Tolls
TML Health Benefits Pool	1212105A	6,846.36	TML Health Benefits Pool May 2021	Indirect	Y	Local	Tolls
United States Postal Service	USPS Repl 5.10.21	15,000.00	USPS Replenishment 5.10.21	Indirect	Y	Local	Tolls
		<u>27,374.11</u>					
	Operations	\$ 14,671.38					
	Tolls	27,374.11					
	Total Transfer	\$ <u>42,045.49</u>					

Reviwed by:

Monica R. Ibarra,
Accounting Clerk

 5.10.21

Victor J. Barron,
Controller

 5.10.21

Pete Sepulveda Jr,
Executive Director

 05.11.21



Wire Transfer Request

To: Pete Sepulveda
From: Monica R Ibarra *MRI*
Date: 5/10/2021
Re: Wire Transfer

Date	Vendor	Description	Invoice Number	Funding Source	To	Amount
5/10/2021	Tecsidel SA	Maintenance April 2021	521	Tolls	Claims	2,652.25
5/10/2021	ROL Consulting, LLC	Consulting Services April 2021	120	Operations		8,000.00
5/10/2021	Duncan Solutions	DMV Record April 2021	1004262	Tolls	Claims	725.92
						<u>\$ 11,378.17</u>


Victor J. Barron, Controller


Pete Sepulveda, Jr. Executive Director

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims May 3, 2021



100 Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
AGC Solutions LLC	Admin Rent May 2021	4,460.00	AGC Monthly Rent May 2021	Indirect	Y	Local	Ope
American Express	AMEX Apr 2021	4,287.94	AMEX Apr 2021	Indirect	Y	Local	Ope
Direct Energy Business, LLC	211130045432186	26.56	Direct Energy Apr 2021 Ste 7	Indirect	Y	Local	Ope
Direct Energy Business, LLC	211130045432187	50.80	Direct Energy Apr 2021 Ste 3	Indirect	Y	Local	Ope
Direct Energy Business, LLC	2.1113E+14	22.69	Direct Energy Apr 2021 Ste 4	Indirect	Y	Local	Ope
Direct Energy Business, LLC	211160045449528	7.19	Direct Energy Apr 2021 Ste 5	Indirect	Y	Local	Ope
Ericka Trevino	Travel ET 4.28.21	43.68	Travel Expenses ET 4.28.21	Indirect	Y	Local	Ope
Gexa Energy, LP	32588557	38.12	GEXA Apr 2021 Ste 6	Indirect	Y	Local	Ope
		8,936.98					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	AMEX Apr 2021	4,837.48	AMEX Apr 2021	Indirect	Y	Local	Tolls
Texas Department of Information Resources	21031559N	1,071.74	DIR Telecom billing Mar 2021	Indirect	Y	Local	Tolls
Direct Energy Business, LLC	211110045405404	191.03	Direct Energy Mar 2021	Indirect	Y	Local	Tolls
Direct Energy Business, LLC	211160045447381	202.43	Direct Energy Apr 2021	FM1847 - 1895 Fm 511 #1	Y	Local	Tolls
Direct Energy Business, LLC	211160045449041	136.70	Direct Energy Apr 2021	Indirect	Y	Local	Tolls
Direct Energy Business, LLC	211170045460932	215.67	Direct Energy Apr 2021	Direct Connectors - 570 Fm 511	Y	Local	Tolls
Kapsch TrafficCom USA, Inc	486022SI00174	14,274.00	Kapsch Toll System maint March 2021	Indirect	Y	Local	Tolls
Prisciliano Delgado	10721	250.00	Prisciliano Lawn Care Apr 2021	Indirect	Y	Local	Tolls
Superior Alarms	759047	75.00	Superior Alarm May-Jul 2021	Indirect	Y	Local	Tolls
Texas Department of Motor Vehicles (TxDMV)	DMV Replenish 5.3.21	3,000.00	TXDMV Replenishment 5.3.21	Indirect	Y	Local	Tolls
Verizon Wireless	9878296000	88.38	Verizon Apr 2021	Indirect	Y	Local	Tolls
		<u>24,342.43</u>					
	Operations	\$ 8,936.98					
	Tolls	24,342.43					
	Total Transfer	<u>\$ 33,279.41</u>					

Reviwed by:

Monica R. Ibarra,
Accounting Clerk

Monica R Ibarra 5.3.21

Victor J. Barron,
Controller

Victor Barron 5.3.21

Pete Sepulveda Jr,
Executive Director

Pete Sepulveda Jr 05.03.21



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
 Claims April 23, 2021

100 Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Burton McCumber & Longoria, LLP	1135640	11,500.00	Burton McCumber Financial Statement Audit FY 2020	Indirect	Y	Local	Ope
Maria D Mayorga	LM Travel 4.23.21	319.76	Travel Reimbursement LM 4.23.21	Indirect	Y	Local	Ope
Lone Star Shredding Document Storage	1966404	112.50	LoneStar shredding services Apr 2021	Indirect	Y	Local	Ope
		<u>11,932.26</u>					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
E.A. Stone dba Gulf Data Products	Envelope Req 4.20.21	3,100.00	Envelope Purchase of 100,000 #10 4.20.21	Indirect	Y	Local	Tolls
Matus Contractor Company	302	4,500.00	Matus Cutting grass, Garbage, hebcide Section 2 Apr 2021	Indirect	Y	Local	Tolls
Public Utilities Board	PUB 588837 Apr 2021	218.54	PUB 588837 Apr 2021	Port Spur - SH550	Y	Local	Tolls
Staples Credit Plan	2807127511	65.89	Staples Credit Apr 2021	Indirect	Y	Local	Tolls
Temp Control, Inc.	300980	400.00	Temp Control DC77 South Bound Gentry replaced condenser fan	Indirect	Y	Local	Tolls
Time Warner Cable Business Class	0879673041521	290.22	Spectrum SH 550 point to point 9673	Direct Connectors - SH550	Y	Local	Tolls
Toshiba America Business Solutions, Inc	5420302	121.17	Toshiba Tolls Maint Apr 2021	Indirect	Y	Local	Tolls
Toshiba Financial Services	37604971	296.86	Toshiba Tolls Apr 2021	Indirect	Y	Local	Tolls
United States Postal Service	USPS FC Repl 4.20.21	5,500.00	USPS Postage Replenishment First Class Stamps 4.20.21	Indirect	Y	Local	Tolls
		<u>14,492.68</u>					
	Operations	\$ 11,932.26					
	Tolls	14,492.68					
	Total Transfer	<u>\$ 26,424.94</u>					

Revised by:

Monica R. Ibarra,
Accounting Clerk

Monica R Ibarra 4.23.21

Victor J. Barron,
Controller

Victor Barron 4.23.21

Pete Sepulveda Jr,
Executive Director

Pete Sepulveda Jr 04.23.21

2-C APPROVAL OF CLAIMS.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
BOD Claims June 3, 2021



100 Interlocal Agreements

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
S&B Infrastructure, LTD	U2716.320-01	\$ 222,014.10	S&B West Rail Trail PS&E through Mar 2021	West Trail Project	Y	Local	Ope
JWH and Associates, Inc.	221	22,469.20	JWH Flor De Mayo Presidential Permit Application	Flor De Mayo Bridge	Y	Local	Ope
		<u>244,483.30</u>					

525 Interlocal Agreements

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
TollPlus LLC	US2100060	\$ 6,461.34	TollPlus Support and Maintenance Apr 2021	Pharr-Reynosa Intl Bridge	Y	Local	Toll
		<u>\$ 6,461.34</u>					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Star Systems America, LLC	171	\$ 25,545.00	Star Systems Solana Tag	Indirect	Y	Local	Toll
TollPlus LLC	US2100060	15,600.00	TollPlus Maintenance and Support April 2021	Indirect	Y	Local	Toll
		<u>41,145.00</u>					
	Oper Interlocal	\$ 244,483.30					
	Tolls Interlocal	6,461.34					
	Tolls	41,145.00					
	Total Transfer	<u>\$ 292,089.64</u>					

Reviewed by:

Victor J. Barron, Controller

DocuSigned by:

Victor Barron

6/1/2021

041FAAF820A74BA...

Pete Sepulveda Jr, Executive Director

DocuSigned by:

Pete Sepulveda, Jr

6/1/2021

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**2-D CONSIDERATION AND APPROVAL OF THE FINANCIAL STATEMENTS
AND BUDGET AMENDMENTS FOR THE MONTH OF APRIL 2021.**



RMA

CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY

APRIL 2021 FINANCIAL REPORT

PETE SEPULVEDA, JR., EXECUTIVE DIRECTOR

VICTOR J. BARRON, CONTROLLER



CCRMA MONTHLY FINANCIAL

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REVENUES & EXPENSES

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FINANCIALS

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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Statement of Revenues and Expenditures - Monthly R - Unposted Transactions Included In Report
From 4/1/2021 Through 4/30/2021

	Current Period		Current Period	Current Year	Annual Budget		Prior Year
	Current Period	Budget -	Budget -		Annual Budget -	Variance -	
	Actual	Original	Variance Original	Actual	Original	Original	Actual
Operating Revenues							
Vehicle registration fees	363,800	270,833	92,967	2,001,401	3,250,000	(1,248,599)	1,773,544
Interlocal agreements	<u>10,000</u>	<u>10,000</u>	<u>0</u>	<u>70,000</u>	<u>120,000</u>	<u>(50,000)</u>	<u>74,716</u>
Total Operating Revenues	<u>373,800</u>	<u>280,833</u>	<u>92,967</u>	<u>2,071,401</u>	<u>3,370,000</u>	<u>(1,298,599)</u>	<u>1,848,260</u>
Operating Expenses							
Personnel costs	61,610	84,934	23,324	556,796	1,019,206	462,410	572,802
Professional services	31,500	25,342	(6,158)	174,393	304,100	129,707	183,219
Contractual services	1,200	4,333	3,133	8,388	52,000	43,612	17,681
Advertising & marketing	125	1,375	1,250	875	16,500	15,625	5,015
Data processing	4,148	833	(3,315)	6,300	10,000	3,700	7,083
Dues & memberships	0	1,667	1,667	5,780	20,000	14,220	17,738
Education & training	0	833	833	125	10,000	9,875	920
Fiscal agent fees	0	4,467	4,467	4,795	53,600	48,805	8,645
Insurance	0	167	167	536	2,000	1,464	411
Maintenance & repairs	0	417	417	510	5,000	4,490	172
Office supplies	110	2,250	2,140	1,548	27,000	25,452	8,820
Leases	4,771	5,563	792	39,126	66,755	27,629	36,340
Travel	363	2,083	1,720	454	25,000	24,546	12,810
Utilities	1,684	2,250	566	11,374	27,000	15,626	6,569
Contingency	<u>0</u>	<u>7,847</u>	<u>7,847</u>	<u>0</u>	<u>94,164</u>	<u>94,164</u>	<u>0</u>
Total Operating Expenses	<u>105,512</u>	<u>144,360</u>	<u>38,848</u>	<u>810,999</u>	<u>1,732,325</u>	<u>921,326</u>	<u>878,225</u>
Total Operating Income (Loss)	<u>268,288</u>	<u>136,473</u>	<u>131,815</u>	<u>1,260,403</u>	<u>1,637,675</u>	<u>(377,272)</u>	<u>970,035</u>
Non Operating Revenues							
Interest income	4,527	4,167	360	36,957	50,000	(13,043)	40,619
TRZ revenue	<u>0</u>	<u>109,255</u>	<u>(109,255)</u>	<u>0</u>	<u>1,311,065</u>	<u>(1,311,065)</u>	<u>0</u>
Total Non Operating Revenues	<u>4,527</u>	<u>113,422</u>	<u>(108,895)</u>	<u>36,957</u>	<u>1,361,065</u>	<u>(1,324,108)</u>	<u>40,619</u>
Non Operating Expenses							
Debt interest	0	150,015	150,015	1,266,531	1,800,175	533,644	333,431
Debt interest-LOC	0	2,125	2,125	428	25,500	25,072	3,550
Project expenses	<u>23,137</u>	<u>97,755</u>	<u>74,618</u>	<u>155,705</u>	<u>1,173,065</u>	<u>1,017,360</u>	<u>276,135</u>
Total Non Operating Expenses	<u>23,137</u>	<u>249,895</u>	<u>226,758</u>	<u>1,422,664</u>	<u>2,998,740</u>	<u>1,576,076</u>	<u>613,116</u>
Total Changes in Net Position	<u>249,678</u>	<u>0</u>	<u>249,678</u>	<u>(125,304)</u>	<u>0</u>	<u>(125,304)</u>	<u>397,539</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Toll Operations Revenues Expenses - Cash - Toll Operations Revenues Expenditures - Cash - Unposted Transactions Included In Report
From 4/1/2021 Through 4/30/2021

	Current Period Actual	Current Period Budget - Original	Current Period Budget - Variance Original	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
Toll Operating Revenues							
TPS Revenues	200,068	142,917	57,151	1,243,820	1,715,000	(471,180)	1,126,458
Interop Revenues							
Interop revenues	84,296	61,667	22,629	488,074	740,000	(251,926)	454,382
Bridge interoperability	<u>46,738</u>	<u>35,000</u>	<u>11,738</u>	<u>287,760</u>	<u>420,000</u>	<u>(132,240)</u>	<u>309,517</u>
Total Interop Revenues	<u>131,034</u>	<u>96,667</u>	<u>34,367</u>	<u>775,833</u>	<u>1,160,000</u>	<u>(384,167)</u>	<u>763,899</u>
Other Toll Revenues							
Interlocal agreement revenues	<u>12,430</u>	<u>11,656</u>	<u>774</u>	<u>76,787</u>	<u>139,876</u>	<u>(63,089)</u>	<u>82,755</u>
Total Other Toll Revenues	<u>12,430</u>	<u>11,656</u>	<u>774</u>	<u>76,787</u>	<u>139,876</u>	<u>(63,089)</u>	<u>82,755</u>
Total Toll Operating Revenues	<u>343,532</u>	<u>251,240</u>	<u>92,292</u>	<u>2,096,441</u>	<u>3,014,876</u>	<u>(918,436)</u>	<u>1,973,112</u>
Toll Operating Expenses							
Personnel costs	35,537	43,439	7,902	285,816	521,270	235,454	439,115
Transaction processing costs	37,256	33,417	(3,839)	209,918	401,000	191,082	197,109
Toll system maintenance/IT	28,826	27,613	(1,213)	194,346	331,353	137,007	195,989
Roadside maintenace	48,926	41,639	(7,288)	281,957	499,662	217,705	258,514
CSC indirect/overhead costs	<u>35,585</u>	<u>18,344</u>	<u>(17,241)</u>	<u>87,717</u>	<u>220,123</u>	<u>132,406</u>	<u>93,534</u>
Total Toll Operating Expenses	<u>186,130</u>	<u>164,451</u>	<u>(21,679)</u>	<u>1,059,753</u>	<u>1,973,408</u>	<u>913,654</u>	<u>1,184,261</u>
Total Operating Income (Loss)	157,402	86,789	70,613	1,036,687	1,041,468	(4,782)	788,851
Non Operating Revenues							
Pass through grant revenues	<u>0</u>	<u>115,417</u>	<u>(115,417)</u>	<u>0</u>	<u>1,385,000</u>	<u>(1,385,000)</u>	<u>0</u>
Total Non Operating Revenues	<u>0</u>	<u>115,417</u>	<u>(115,417)</u>	<u>0</u>	<u>1,385,000</u>	<u>(1,385,000)</u>	<u>0</u>
Non Operating Expenses							
Debt interest	<u>0</u>	<u>202,206</u>	<u>202,206</u>	<u>1,418,045</u>	<u>2,426,468</u>	<u>1,008,423</u>	<u>1,222,615</u>
Total Non Operating Expenses	<u>0</u>	<u>202,206</u>	<u>202,206</u>	<u>1,418,045</u>	<u>2,426,468</u>	<u>1,008,423</u>	<u>1,222,615</u>
Changes in Net Position	<u>157,402</u>	<u>0</u>	<u>157,402</u>	<u>(381,358)</u>	<u>0</u>	<u>(381,358)</u>	<u>(433,764)</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
 Combined Statement of Revenues and Expenses - Unposted Transactions Included In Report
 From 4/1/2021 Through 4/30/2021

	Current Period Actual	Current Period Budget - Original	Current Period Budget - Variance Original	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
Operating Revenues							
Vehicle registration fees	363,800	270,833	92,967	2,001,401	3,250,000	(1,248,599)	1,773,544
Interlocal agreement	22,430	21,656	774	146,787	259,876	(113,089)	157,471
Toll revenues	<u>331,102</u>	<u>239,583</u>	<u>91,519</u>	<u>2,019,653</u>	<u>2,875,000</u>	<u>(855,347)</u>	<u>1,890,357</u>
Total Operating Revenues	<u>717,332</u>	<u>532,073</u>	<u>185,259</u>	<u>4,167,842</u>	<u>6,384,876</u>	<u>(2,217,034)</u>	<u>3,821,372</u>
Operating Expenses							
Personnel costs	97,147	128,373	31,226	842,612	1,540,476	697,864	1,011,918
Accounting software and services	-	208	208	2,274	2,500	226	1,206
Professional services	31,500	25,133	(6,367)	172,120	301,600	129,480	182,013
Contractual services	1,200	6,500	5,300	13,670	78,000	64,330	21,839
Advertising & marketing	25,425	6,375	(19,050)	28,208	76,500	48,292	36,238
Data processing	4,148	833	(3,315)	6,300	10,000	3,700	7,083
Dues & memberships	500	2,250	1,750	8,720	27,000	18,280	20,678
Education & training	-	1,667	1,667	125	20,000	19,875	920
Fiscal agent fees	2,650	4,883	2,233	9,945	58,600	48,655	8,645
Insurance	20,439	6,750	(13,689)	56,874	81,000	24,126	56,440
Maintenance & repairs	650	2,083	1,433	3,375	25,000	21,625	10,299
Office supplies	25,709	20,083	(5,626)	127,862	241,000	113,138	130,072
Road maintenance	57,648	63,301	5,653	425,494	759,615	334,121	404,158
Leases	6,442	9,698	3,256	62,251	116,378	54,127	56,180
Toll services	11,112	13,208	2,096	66,121	158,500	92,379	61,607
Travel	363	3,083	2,720	1,841	37,000	35,159	19,464
Utilities	6,708	6,533	(175)	42,961	78,400	35,439	33,727
Contingency	<u>0</u>	<u>7,847</u>	<u>7,847</u>	<u>0</u>	<u>94,164</u>	<u>94,164</u>	<u>0</u>
Total Operating Expenses	<u>291,642</u>	<u>308,811</u>	<u>17,169</u>	<u>1,870,752</u>	<u>3,705,733</u>	<u>1,834,981</u>	<u>2,062,486</u>
Net Change from Operations	<u>425,690</u>	<u>223,262</u>	<u>202,428</u>	<u>2,297,090</u>	<u>2,679,143</u>	<u>(382,053)</u>	<u>1,758,886</u>
Non Operating Revenue							
Pass through grant revenues	0	115,417	(115,417)	0	1,385,000	(1,385,000)	-
Interest income	4,527	4,167	360	36,957	50,000	(13,043)	40,619
TRZ Revenue	<u>0</u>	<u>109,255</u>	<u>(109,255)</u>	<u>0</u>	<u>1,311,065</u>	<u>(1,311,065)</u>	<u>0</u>
Total Non Operating Revenue	<u>4,527</u>	<u>228,839</u>	<u>(224,312)</u>	<u>36,957</u>	<u>2,746,065</u>	<u>(2,709,108)</u>	<u>40,619</u>
Non Operating Expenses							
Bond Debt Expense	0	352,183	352,183	2,684,576	4,226,193	1,541,617	1,556,046
Debt Interest - LOC	0	2,163	2,163	428	25,950	25,522	3,550
Project expenses	<u>23,137</u>	<u>97,755</u>	<u>74,618</u>	<u>155,705</u>	<u>1,173,065</u>	<u>1,017,360</u>	<u>276,135</u>
Total Non Operating Expenses	<u>23,137</u>	<u>452,101</u>	<u>428,964</u>	<u>2,840,709</u>	<u>5,425,208</u>	<u>2,584,499</u>	<u>1,835,731</u>
Changes in Net Position	<u>407,080</u>	<u>0</u>	<u>407,080</u>	<u>(506,662)</u>	<u>0</u>	<u>(506,662)</u>	<u>(36,225)</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Revenues and Expenditures - Monthly Project I/S - Unposted Transactions Included In Report
 From 4/1/2021 Through 4/30/2021
 (In Whole Numbers)

	Current Period Actual	Current Year Actual
	<u> </u>	<u> </u>
Non Operating Revenues		
Grant revenues		
Federal Revenue		
SH550 GAP II	0	245,355
Whipple Road	7,365	103,739
Total Federal Revenue	7,365	349,094
State Revenue		
Whipple Road	1,307	18,414
Total State Revenue	1,307	18,414
Local Revenue		
West Blvd. Project	0	28,997
SH 32 (East Loop)	0	45,668
Whipple Road	534	7,521
CC - Old ALice Road	0	90,440
CC - Consulting Services PF	8,000	56,000
CC - Administration Building & Parking Lot	0	59,486
Total Local Revenue	8,534	288,111
Total Grant revenues	17,207	655,619
Total Non Operating Revenues	17,207	655,619
 Non Operating Expenses		
Project expenses		
West Blvd. Project	0	28,997
SH550 GAP II	0	245,355
SH 32 (East Loop)	0	45,668
Whipple Road	9,207	129,674
CC - Old ALice Road	0	90,440
CC - Consulting Services PF	8,000	56,000
CC - Administration Building & Parking Lot	0	59,486
Total Project expenses	17,207	655,619
Total Non Operating Expenses	17,207	655,619
 Total Changes in Net Position	<u> </u> <u> </u>	<u> </u> <u> </u>
	0	0

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Balance Sheet
As of 4/30/2021
(In Whole Numbers)

	<u>Current Year</u>
ASSETS	
Current Assets:	
Cash and cash equivalents	3,114,437
Restricted cash accounts - debt service	6,423,930
Accounts receivable, net	
Vehicle Registration Fees - Receivable	996,595
Other	<u>3,111,755</u>
Total Accounts receivable, net	4,108,350
Accounts receivable - other agencies	2,137,241
Accrued interest	<u>0</u>
Total Current Assets:	15,783,959
Non Current Assets:	
Capital assets, net	99,160,214
Capital projects in progress	24,154,657
Unamortized bond prepaid costs	99,746
Net pension asset	<u>58,990</u>
Total Non Current Assets:	123,473,607
Deferred Outflow of Resources	
Deferred outflows related to bond refunding	145,267
Deferred outflow related to pension	<u>138,002</u>
Total Deferred Outflow of Resources	<u>283,269</u>
Total ASSETS	<u><u>139,540,834</u></u>
LIABILITIES	
Current Liabilities	
Accounts payable	672,890
Deferred revenue	<u>354,567</u>
Total Current Liabilities	1,027,457
Non Current Liabilities	
Due to other agencies	16,184,188
Long term bond payable	<u>75,293,488</u>
Total Non Current Liabilities	91,477,675
Deferred Inflows of Resources	
Deferred inflows related to pension	<u>31,006</u>
Total LIABILITIES	<u><u>92,536,138</u></u>
NET POSITION	
Beginning net position	
	<u>45,795,242</u>
Total Beginning net position	45,795,242
Changes in net position	
	<u>1,209,454</u>
Total Changes in net position	<u>1,209,454</u>
Total NET POSITION	<u><u>47,004,696</u></u>
TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION	<u><u>139,540,834</u></u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Cash Flows

As of 4/30/2021

(In Whole Numbers)

	<u>Current Period</u>	<u>Current Year</u>
Cash Flows from Operating Activities		
Receipts from vehicle registration fees	0	1,552,440
Receipts from interop toll revenues	130,640	766,276
Receipts from TPS toll revenues	210,241	1,595,440
Receipts from other operating revenues	22,430	148,821
Payments to vendors	(297,620)	(1,305,190)
Payments to employees	(97,884)	(851,573)
Total Cash Flows from Operating Activities	<u>(32,193)</u>	<u>1,906,213</u>
Cash Flows from Capital and Related Financing Activities		
Acquisitions of construction in progress	(62,234)	(596,080)
Payments on principal and interest	0	(2,996,103)
Line of credit payment	0	(462,643)
Proceeds related to redevelopment assets	(29,459)	1,570,286
Payment on interlocal project expenses	(32,343)	(755,324)
Interlocal project proceeds	8,673	367,508
Total Cash Flows from Capital and Related Financing Activities	<u>(115,363)</u>	<u>(2,872,357)</u>
Cash Flows from Investing Activities		
Receipts from interest income	4,527	36,957
Total Cash Flows from Investing Activities	<u>4,527</u>	<u>36,957</u>
Beginning Cash & Cash Equivalents	9,681,396	10,467,554
Ending Cash & Cash Equivalents	<u>9,538,367</u>	<u>9,538,367</u>

**2-E CONSIDERATION AND APPROVAL OF THE QUARTERLY INVESTMENT
REPORT FOR PERIOD ENDING FEBRUARY 28, 2021.**



Investment Report

TO: CCRMA Board of Directors

FROM: Victor J. Barron, Controller *JB*

DATE: June 3, 2021

SUBJ: Quarterly Report of CCRMA Investments

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

	<u>Beginning Market Value</u>	<u>Ending Market Value</u>	<u>Term</u>	<u>Average Yield</u>	<u>Interest earned and accrued as of 2/28/21</u>
2010 Bond Reserves	\$ 1,019,407.17	\$ 1,021,866.90	Monthly	1.00%	\$ 2,459.73
2010 Bond Reserves	889,574.83	891,721.29	Monthly	1.00%	2,146.46
	<u>\$ 1,908,982.00</u>	<u>\$ 1,913,588.19</u>			<u>\$ 4,606.19</u>
Total Market Value of Principal and Accrued Interest					<u>\$ 1,913,588.19</u>
Required level of security at 102%					<u>\$ 1,951,859.95</u>

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

Inst : 029
 Report: DDA/3200-034 10.00.5
 System: 02/27/2021 01:57

TEXAS REGIONAL BANK
 DEMAND DEPOSIT SYSTEM
 PUBLIC FUND ACCOUNTS

Page: 8
 Run Date: 02/26/2021
 Processed Thru: 02/28/2021

ACCOUNT	BR	NAME	CL	RSP TYP	CURRENT BALANCE	CURRENT AVAIL BAL	CURRENT ACCRUED	CURRENT RATE	MTD AVG BALANCE	YTD AVG BALANCE
1448174	07	CAMERON COUNTY REGIONAL MOBILITY		33 PFA 518	1,021,866.90	1,021,866.90	55.99	1.0000	1,021,167	1,020,738
				PREVIOUS BAL:	1,021,083.60					
1448570	07	CAMERON COUNTY REGIONAL MOBILITY		33 PFA 518	891,721.29	891,721.29	48.86	1.0000	891,110	890,736
				PREVIOUS BAL:	891,037.75					



Cameron Co Regional Mobility Author
3461 Carmen Ave
Rancho Viejo, Texas 78575

**Custodial Letter of Credit
Pledge Allocation Increase Receipt**

Pledge Reference #: 20000780-4 **Member FHFA ID:** 52018 **Effective Date:** 09/23/2020

Pledge allocation for the above beneficiary has been increased by

Texas Regional Bank
6770 West Interstate 2
Harlingen, TX 78552

Previous Amount: \$6,200,000.00
Increased Amount: \$300,000.00
New Amount: \$6,500,000.00

Letter of Credit # 20000780
LOC Maturity Date 06/10/2021
LOC Issue Date 06/10/2020

IN ORDER TO COMPLY WITH 2257.045(C)(2) OF THE TEXAS GOVERNMENT CODE, PROMPTLY, BY THE CLOSE OF BUSINESS TODAY, DELIVER A COPY OF THIS TRUST RECEIPT TO YOUR DEPOSITOR.

**2-F CONSIDERATION AND APPROVAL OF A RENEWAL OF A LETTER OF
CREDIT WITH TEXAS REGIONAL BANK.**

2-G

CONSIDERATION AND APPROVAL OF TASK ORDER 2021-2 WITH FAGAN CONSULTING FOR UPDATING THE FUEGO TAG BUSINESS RULES AND THE ELECTRONIC TOLL COLLECTION SYSTEM BUSINESS RULES.



Task Order

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Task Order Number: 2021-2

Task Order Name: CCRMA SH 550 Electronic Toll Collection System replacement

Task Order Effective Date: May 14, 2021

CCRMA Contact for this Task Order: Jeff Saurenmann

I. Introduction (Statement of Purpose and Need)

Cameron County Regional Mobility Authority (CCRMA) operates and maintains the SH 550 toll facility utilizing an Electronic Toll Collection System (ETCS) that employs transponders to collect tolls from customers traveling on the SH 550. The first segment over 1847 was opened in 2011, the second segment connecting the Port of Brownsville in 2013, and the third connecting to I-69E opened in July 2015.

Based on the age of the existing equipment, and an increasing need to repair and/or replace toll system equipment more frequently, CCRMA will replace the existing ETCS including the Toll Facility Host (TFH).

To accomplish this task, Fagan Consulting will assist CCRMA in development of a work authorization by documenting ETCS performance and technical requirements. Fagan Consulting will also provide technical support and oversight of the new ETCS implementation performed by the Toll System Integrator (TSI).

This project is currently in the initial requirements and work authorization development phase with CCRMA.

Fagan Consulting will assist in this process as requested/directed by CCRMA. Fagan Consulting will closely coordinate with CCRMA's staff during all phases of the project, and work with their partners, vendors, and contractors as directed by CCRMA.

Fagan Consulting will have primary responsibility in ensuring the products delivered meet the requirements of the Inter-local Agreement and are fully demonstrated and tested to ensure such.



II. Scope of Work

Fagan Consulting understands its primary tasks regarding the ETCS replacement project include the following:

1. Evaluate the impact of the project from a technological and operational perspective.
2. Management of overall project schedule incorporating Toll System Integrator efforts.
3. Oversight of the development of required system specifications related to systems and operational requirements.
4. Participate in project meetings as the toll system subject matter expert.
5. Review, provide comments, and in some cases develop documentation of envisioned systems to ensure feasibility of integrating the new systems/operations with CCRMA's existing systems/operations.
6. Oversee work and review work product resulting from the project scope described above.
7. Oversee system testing to ensure compliance with project requirements.

III. Task Outputs by Consultant

Outputs from the task include the following:

1. Technical information as requested/required by/for Tolling System Integrator.
2. Project artifacts including meeting agendas & minutes, project charter, project plan, project schedule, and status reports as required.
3. Development of business rules as needed by CCRMA, Cameron County, and the Toll System Integrator.
4. Provide comments related to all submitted documentation regarding efforts described above.
5. Testing status/results reports as required.

IV. Work Schedule

The duration of the task is estimated to last from May 2021 thru June 2022.



V. Compensation (NOTE: Compensation will be based on actual hours worked and direct billable expenses incurred. The following is a budgetary Maximum-not-to-Exceed amount).

See attached price sheet for Phase 1 and Phase 2

VI. Task Order Maximum-not-to-Exceed Amount (If applicable).

The maximum-not-to-exceed amount of this task order is \$270,048.96.

VII. Governing Terms

This Task Order #2021-2 will be governed by the terms and conditions of the Professional Services Contract between the Cameron County Regional Mobility Authority and Fagan Consulting, LLC dated June 26, 2014, if and as amended (the "Contract"), which is incorporated herein by reference. Any capitalized terms not defined in this Task Order shall have the definitions ascribed to them in the Contract.

The Parties have signed, sealed, and delivered this Task Order #2021-2 effective as of this Task Order Effective Date set forth above.

Cameron County Regional Mobility Authority

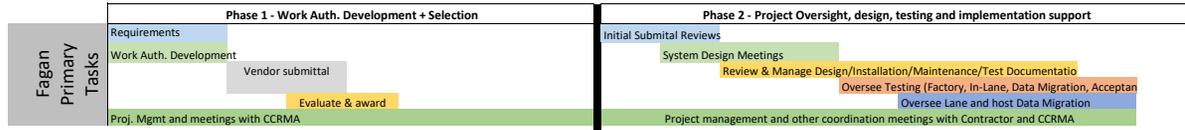
Fagan Consulting, LLC (SEAL)

By: _____

By: _____

Ron Fagan

Cameron County RMA - ETCS replacement
Fagan Consulting - Work Authorization and
System Implementation support



Task	Role	Name	Phase 1 - Work Auth. Development + Selection							Phase 2 - Project Oversight, design, testing and implementation support											TOTAL	Rate	Cost					
			May-21	Jun-21	Jul-21	Aug-21	Sep-21	Total	Rate	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22										
Schedule, coordinate, and lead weekly and monthly progress meetings	Sr. System Consultant	J. Rhodes	8	8	8	8	8	40	\$ 184.08	\$ 7,363	8	8	8	8	8	8	8	8	8	8	8	8	8	72	\$ 184.08	\$ 13,254		
	Partner	B. Brownsberger	2	2	2	2	2	10	\$ 197.60	\$ 1,976	2	2	2	2	2	2	2	2	2	2	2	2	18	\$ 197.60	\$ 3,557			
	System Consultant	C. Tull	4	4	4	4	4	20	\$ 174.72	\$ 3,494	4	4	4	4	4	4	4	4	4	4	4	4	32	\$ 174.72	\$ 5,591			
Gather requirements for new TCS, development of supporting docs and work authorization	Sr. System Consultant	J. Rhodes	50	50		30	30	160	\$ 184.08	\$ 29,453					16	16								32	\$ 184.08	\$ 5,891		
	Partner	B. Brownsberger	4	4		4	4	16	\$ 197.60	\$ 3,162														0	\$ 197.60	\$ -		
	System Consultant	C. Tull	12	12		6	6	36	\$ 174.72	\$ 6,290					16	16								32	\$ 174.72	\$ 5,591		
Perform on-site reviews of Contractor progress as needed (this does not include observing formal testing, which is covered below) & go-live support	Sr. System Consultant	J. Rhodes							\$ 184.08						16	16								72	\$ 184.08	\$ 13,254		
	Partner	B. Brownsberger							\$ 197.60															16	\$ 197.60	\$ 3,162		
	System Consultant	C. Tull							\$ 174.72						8	8								56	\$ 174.72	\$ 9,784		
Manage and participate in the receipt, storage (i.e. DropBox), review, feedback and approval of all project deliverables	Sr. System Consultant	J. Rhodes							\$ 184.08		20	20	20	20	20	20	20	20	20	20	20	20	180	\$ 184.08	\$ 33,134			
	Partner	B. Brownsberger							\$ 197.60		4	4	4	4	4	4	4	4	4	4	4	4	36	\$ 197.60	\$ 7,114			
	System Consultant	C. Tull							\$ 174.72		8	8	8	8	8	8	8	8	8	8	8	8	72	\$ 174.72	\$ 12,580			
Provide technical support for design decisions related to system modifications required to support CCRMA business rules and requirements	Sr. System Consultant	J. Rhodes							\$ 184.08		12	12	12	12	12	12	12	12	12	12	12	12	108	\$ 184.08	\$ 19,881			
	Partner	B. Brownsberger							\$ 197.60		4	4	4	4	4	4	4	4	4	4	4	4	36	\$ 197.60	\$ 7,114			
	System Consultant	C. Tull							\$ 174.72		8	8	8	8	8	8	8	8	8	8	8	8	72	\$ 174.72	\$ 12,580			
Oversee all necessary system testing (factory test, in-lane testing, data migration and system acceptance)	Sr. System Consultant	J. Rhodes							\$ 184.08						40	40	40	40	40	40	40	40	200	\$ 184.08	\$ 36,816			
	Partner	B. Brownsberger							\$ 197.60														0	\$ 197.60	\$ -			
	System Consultant	C. Tull							\$ 174.72						8	8	8	8	8	8	8	8	40	\$ 174.72	\$ 6,989			
Brief CCRMA management on progress, issues, and recovery plans	Sr. System Consultant	J. Rhodes							\$ 184.08		8				8	8	8	8	8	8	8	8	48	\$ 184.08	\$ 8,836			
	Partner	B. Brownsberger							\$ 197.60								2	2					6	\$ 197.60	\$ 1,186			
	System Consultant	C. Tull							\$ 174.72														0	\$ 174.72	\$ -			
Trips			0	0	0	0	0	0	\$ 1,200	\$ -	2	0	2	0	2	0	2	0	2	0	2	10	\$ 1,200.00	\$ 12,000.00				
			Phase I Total							282	hrs	\$ 51,738		Phase II Total											1,128	hrs	\$ 206,311	

Phase I Assumptions

1. Work Authorization format and templates will be provided by CCRMA
2. Potential Contracts are limited to the TSI firms currently under contract with CCRMA
3. Proposed TCS will be similar in scope and functionality to the current TCS

Phase II Assumptions

1. Maximum 2 review cycles for documentation (Initial submittal; first review; comments; second submittal; second review; approval)
2. All major test phases complete on first run with only punch-list items remaining for test approval (e.g. no complete re-runs tests)
3. 30-day System Acceptance Test period begins within one month of go-live
4. Project scope remains consistent with published RFP scope/requirements
5. CCRMA will migrate current data to the new system requiring coordination with Kapsch
6. CCRMA will integrate the new TCS to the CTRMA, or possibly NTTA host for CUSIDP processing
7. CTRMA, or possibly NTTA, will support integration testing

Grand Total

\$ 270,048.96

**2-H CONSIDERATION AND APPROVAL OF AMENDMENT INTERLOCAL
AGREEMENT BETWEEN CAMERON COUNTY AND CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY REGARDING THE MOUNTAIN BIKE
TRAIL AT THE PEDRO “PETE” BENAVIDES COUNTY PARK.**

Contract No. 2021C05138

THE STATE OF TEXAS §

COUNTY OF CAMERON §

AMENDMENT TO INTERLOCAL AGREEMENT

WHEREAS, on the 7th day of January 2020, CAMERON COUNTY (hereinafter COUNTY) and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, (hereinafter CCRMA), entered into an Interlocal Agreement (Contract No. 2020C01008) to provide the Cameron County Parks System design, engineering, architectural and construction management services for the Mountain Bike Trail at the Pedro “Pete” Benavides County Park; and

WHEREAS, the County desires to allow the CCRMA to expand their scope of services to include the design, engineering, architectural and construction management services for a covered pavilion for a covered basketball court at the Pedro “Pete” Benavides Recreational Park; and

WHEREAS, the CCRMA will submit a detailed Work Authorization for consideration and approval by the Cameron County Commissioners Court prior to beginning any work. All invoices will be submitted to COUNTY by CCRMA for review, approval and payment;

WHEREAS, the cost of the additional services described above will be paid by Cameron County Certificates of Obligations and/or Bond Proceeds; and

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

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

- (1) The CCRMA will expand their scope of services as described above.

It is specifically understood and agreed that no other provisions of the original Interlocal Agreement dated the 7th day of January, 2020, shall be modified in any respect, except as is specifically set forth above. Any provision not specifically set forth above shall remain a provision and condition as set forth in the original Interlocal Agreement.

Executed on this 25th day of May 2021, at Brownsville, Cameron County, Texas.

Eddie Treviño, Jr.
Cameron County Judge

Frank Parker, Jr.
CCRMA Chairman

Attested By:

Attested By:

Sylvia Garza-Perez
Cameron County Clerk

Arturo A. Nelson
CCRMA

**2-I CONSIDERATION AND APPROVAL OF SUPPLEMENTAL NO. 1 TO WORK
AUTHORIZATION NO. 23 WITH S&B INFRASTRUCTURE FOR TOLL
BOOTH AT BEACH ACCESS 3.**

**SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO WORK AUTHORIZATION NO. 23**

This Supplemental Work Authorization No. 1 is made as of this _____ day of _____, 2021, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING CIVIL ENGINEERING SERVICES, dated as of May 10, 2018 (the "Agreement"), between the Cameron County Regional Mobility Authority ("Authority") and S&B Infrastructure, Ltd. ("GEC").

The work to be performed by the GEC under this Supplemental Work Authorization is for the following purpose, consistent with the Services defined in the Agreement: *Professional services including: providing engineering services for the preparation of Construction Documents and support services for the Toll Booth at Beach Access #3 in Cameron County.*

Section A. – Scope of Services

GEC shall perform the Additional Services according to **Exhibit B**.

Section B. – Schedule

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

Section C. – Compensation

Paragraph C.1 is hereby amended to increase the overall maximum amount from \$29,193.51 to \$59,172.32, an increase of \$29,978.81 based on the attached fee estimate shown on **Exhibit D**. Compensation shall be in accordance with the Agreement.

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

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

Section D. – Authority's Responsibilities

The Authority shall perform and/or provide the services as stated in Exhibit A in a timely manner so as not to delay the Services of the GEC.

Section E. - Other Provisions – No Change

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

-SIGNATURES ON NEXT PAGE-

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By: _____
Name: Frank Parker, Jr., Chairman
Date: _____

S&B INFRASTRUCTURE, LTD.

By: _____
Name: Daniel O. Rios, PE, President
Date: _____

LIST OF EXHIBITS

- Exhibit A – Authority's Responsibilities
- Exhibit B – Scope of Work
- Exhibit C – Work Schedule
- Exhibit D – Cost Proposal

EXHIBIT A

Authority's Responsibilities

The following provides an outline of the services to be provided by the **Authority** in the development of the **Project** for this work authorization.

GENERAL

The **Authority** will provide to the **Engineer** the following:

- (1) Payment for work performed by the **Engineer** and accepted by **Authority** in accordance with this Agreement.
- (2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, **State** and Federal agencies that the **Engineer** cannot easily obtain.
- (3) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain an agreed-upon work schedule.
- (4) Right of Entry
- (5) Any permits for subject property. The **Engineer** shall identify all necessary permits from governmental authorities which will be needed to construct the Project. The **Authority** shall apply for all necessary permits except the building permit that the contractor will be responsible for. The authority shall pay all other applicable permit fees. The **Engineer** shall assist in obtaining said permits or approvals. All permits, except for Building Permits, will be obtained prior to Bidding.
- (6) Provide Upfront bidding documents.
- (7) Advertise bidding documents.

EXHIBIT B

Services to be Provided by the Engineer

GENERAL DESCRIPTION

For this work authorization, S&BI shall perform activities for the development of the *final design including, plans, specifications, and estimates (PS&E), and bidding documents* for Toll Booth at Beach Access #3.

Data Collection:

The survey is to be provided by the **Engineer**.

GEOTECHNICAL BORINGS AND INVESTIGATIONS

There will be no geotechnical work proposed due to the existing slabs being utilized for Construction.

DOCUMENT DEVELOPMENT

The project will be executed in phases as follows;

- 15% - Concept Development: Development of a preliminary concept for approval to proceed to design development or construction documents.
- 30% - Design Development: Development of design development documents for approval to proceed to construction documents.
- 90% - Pre-Final Documents: Development of construction documents to a pre-final level of completion.
- 100% - Final: Signed and sealed set of documents for permit and construction.

The **Engineer** shall prepare, for approval by the **Authority**, Schematic Design Documents consisting of documents illustrating the scale of Project components and their basic relationship. These documents shall consist of the following:

- Preliminary Site Plan
- Preliminary Floor Plan with overall dimensions
- Preliminary Exterior Building Elevation
- Preliminary Building Section
- Image Sketches and other such Graphics, as required for workshop presentations
- Project Narrative
- Statement of Probable Costs

The **Engineer**, upon the approval of the Schematic Design documents by the **Authority**, will continue to meet with the **Authority** representatives to develop the architectural, civil, structural, mechanical, and electrical systems. The Development Document Phase of the work will consist of the interior character and finishes. The **Engineer** will further develop the budget and make adjustments in the design using options in materials and finishes and provide the **Authority** with an updated budget estimate. The **Engineer** will continue development of the detailed Construction Drawings and Specifications to construct the Project, including detailed architectural, civil, landscape, structural, mechanical, and electrical plans, and specifications. A meeting with the Fire Marshal and Building Official will be held to review during this phase. The **Engineer** will develop and provide to the **Authority** an updated cost estimate

These CADD drafted documents shall consist of the following:

U2716.223 Toll Booth at Beach Access #3
SWA No. 1 to WA No. 23 – Exhibit B

- Building Code Review Summary
- Site Plan
- Floor Plans
- Exterior Building Elevations
- Building Sections
- Typical Wall Section(s)
- Reflected Ceiling Plans
- Preliminary Finish Plans
- Window and Door Schedules
- Preliminary Structural, Mechanical, and Electrical Engineering
- Outline Specification
- Updated Statement of Probable Costs

CONSTRUCTION DOCUMENT PHASE

Based on the approved Design Development Documents, including revisions, the **Engineer** shall prepare, for approval by the **Authority** permitting and construction, Construction Documents setting forth the requirements for the construction of the Project. The final Construction Documents will be prepared for approval by the **Authority** for bidding. Upon **Authority** approval of the completed Construction Documents, the **Engineer** shall assist the **Authority** and / or General Contractor in making application for the Building Permits, by providing clarification of the drawings and / or revisions required by government agencies having jurisdiction.

BIDDING / NEGOTIATIONS PHASE

Following the **Authority's** approval of the Construction Documents ("Construction Documents" shall mean the entire contract for construction, including all addendums or alterations thereto, drawings and technical specifications, and the latest Statement of Probable Construction Cost) the **Engineer** shall assist the **Authority** in preparing bid specifications, evaluating bids, and preparing construction contracts. The **Engineer** will provide the **Authority** with bid-ready documents and assist in the selection of a contractor after bids are received. Services include but are not limited to, a review of contract proposals, review of contractor's submitted credentials, review of subcontractors' submitted credentials, analysis, and recommendations to assist the **Authority** in their selection of a contractor. WINDSTORM and TDLR requirements are included in the **Engineers** scope.

CONSTRUCTION PHASE (Site Visits and Administrative Services)

The Construction Phase will commence with the Notice of Commencement and will terminate when the **Authority's** Director or his designee has approved a proper and final application for payment from the party awarded the contract to construct the Project, hereafter referred to as the Contractor. This contract shall provide basic services during the entire construction phase. The **Engineer**, as the representative of the **Authority** and as administrator of the Contract during the Construction Phase, shall advise and consult with the **Authority** and all instructions to the Contractor shall be issued through the **Engineer**. The **Engineer or Engineers representative** shall hold necessary pre-construction meetings and other job progress meetings as necessary.

The **Engineer** will visit the construction site before key building components are completed to ensure quality compliance with the documents. At a minimum, observations will be at the following stages:

- A. Rough framing.
- B. At roof framing completion
- C. Prior to and during roofing.

- D. Prior exterior finish.
- E. Air conditioning.
- F. Rough electrical.

Additionally, the **Engineer** shall be in attendance at the site frequently enough to familiarize himself with the progress and quality of the Work to determine if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations, the **Engineer** shall use its best efforts to guard the **Authority** against defects, deficiencies, and poor workmanship in the Work of the Contractor and take necessary administrative actions to facilitate timely completion of the Work in accordance with the contract documents including approved Change Orders.

The **Engineer** shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. The **Engineer** shall regularly keep the **Authority** informed as to the progress and quality of the work. The **Engineer** shall visit the Project at intervals appropriate to the stage of construction to become generally familiar with the progress of the work completed, to determine, in general, if the work is being performed in a manner indicating that the work, when fully completed, will meet with the intent of the construction documents.

Additionally, if requested by the **Authority**, the **Engineer**, based on observation of percentages of work completed, shall assist the **Authority** in determining amounts due the Contractor. Based on such observations at the site and on the Contractor's Application for Payment, the **Engineer** shall determine the amount owing to the Contractor and shall issue Certificates for Payment in such amounts. The issuance of a Certificate for Payment shall constitute a representation by the **Engineer** to the **Authority** based on the **Engineer's** observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that to the best of the **Engineers** knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (which shall include, but not be limited to all approved Change Orders) subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment; and that the Contractor is entitled to payment in the amount certified.

The **Engineer** shall have the responsibility and the authority to reject all Work which does not conform to the Contract Documents. He will have authority to request special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work be then fabricated, installed, or completed. The **Authority** will then have the option of choosing the vendor to perform such testing or inspection services. However, neither this authority of the **Engineer** nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the **Engineer** to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

The **Engineer** shall review and approve or take other appropriate action on shop drawings, samples, as-built drawings, and other submissions of the Contractor for conformance with the Design Concept of the Project and for compliance with the information given in the Contract Documents, including General Condition of the Contract for Construction AIA 201, 1997 edition.

The **Engineer** shall evaluate all requests for Change Order and prepare necessary Change Orders (for either increased compensation or time) in a form acceptable to the **Authority** and

review and make recommendations on all requests for Change Orders made by Contractor. The **Engineer** shall assist the **Authority** in any negotiations with Contractor relative to compensation required as a part of any Change Order and shall also advise the **Authority** regarding any changes necessary in the construction time schedule.

The **Engineer** shall conduct inspections to determine the Dates of "Substantial Completion" and "Final Completion," shall receive and review written guarantees and warranties and related documents assembled by the Contractor and shall issue a final Certificate for Payment.

At completion of construction, the **Engineer** shall furnish and deliver to the **Authority**, neatly arranged in a file, shop drawings, warranties, and instruction literature furnished by the Contractor, etc., and also deliver to the **Authority**, a reproducible set of construction drawings, revised by contractor to "as-built" conditions, based on marked-up prints, drawings or other data furnished by Contractor. The **Engineer** shall not be required to furnish this information itself but shall use its best efforts to obtain these documents from Contractor and shall not approve final payment until they are received. The **Engineer** will review the Contractor's documentation of field revisions on a monthly basis prior to issuance of certificates for payment. Upon construction completion, the **Engineer** shall write a letter and certify to the **Authority** that the entire project was constructed in compliance with the contract documents in accordance with the Contract documents; this letter must be signed, dated and bear the **Architect's seal** and all other appropriate professional's seals. The services during this phase shall include providing clarifications and / or revisions to the construction documents arising out of the normal process of construction (including conflict resolution) and the review of shop drawings, product data and samples for conformance with the information given and/or concepts expressed in the construction documents

Construction administration services shall include but not be limited to providing an on-site the **Engineer's** representative on a bi-weekly basis to monitor and observe the work and review construction for compliance with the Construction documents and contract documents for the entire construction period. The **Engineer's** representative shall be at the site to monitor, observe and review construction at all appropriate times to properly administer the Contract. the **Engineer** shall cause such other visits to be made to the site by the necessary professionals to properly administer this contract and fulfill its obligations and comply with this Contract.

As to the Contractor constructing the project, the **Engineer** shall interpret and decide matters concerning performance of the Contractor under the requirements of the Construction Contract documents. Such interpretations shall be made with reasonable promptness. The **Engineer** shall, within a reasonable time, issue written decisions on all claims, disputes, or other matters in question between the **Authority** and the Contractor relating to the execution or progress of the Work as provided in the Contract documents.

Project Management

The Engineer shall perform the following management activities during the development of the project:

1. Prepare / manage WA, including recordkeeping, filing, administration, etc. and overall Quality Assurance / Quality Control (QA/QC).
2. Coordinate / prepare sub-provider WA and manage sub-consultants (3 sub-consultants projected).
3. Preparation of invoices and progress reports.
4. Research / review existing plans and data.
5. Monitor sub-providers' schedules on a monthly basis.

6. Organize and download electronic file deliverables.

Note:

Environmental reports, Geotechnical Report, Surveying, Environmental testing, investigation, and documentation of hazardous materials, and Permitting new facilities are not included in this scope of work.

EXHIBIT C

Schedule of Work

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

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

NOTICE TO PROCEED -- Upon Execution

- | | | |
|--|----------------|---------------------|
| 1. Schematic Document Phase | 30 days | (1 Months) |
| 2. Design Document Phase | 60 days | (2 Months) |
| 3. Final Construction Documents Phase | 45 days | (1.5 Months) |
| 4. Bidding or Negotiation Phase | 30 days | (1 Month) |

Work Authorization Complete

January 31, 2022

PROJECT: Toll Booth at Beach Access #3
 CLIENT: CCRMA
 CONTRACT:
 CSJ:
 COUNTY: Cameron County
 S & B JOB NO.: U2716.223 SWA1 to WA23

05/28/21

EXHIBIT D -- FEE ESTIMATE

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	MAN-HOURS									ESTIMATED FEE	TOTALS	
					Principal	Quality Manager	Project Manager	Env Manager	Env Scientist	Engineer (I,II)	Senior CADD	CADD Operator (I)	Secretary			TOTAL HRS
		SCHEMATIC PHASE														
		Oversight of subcontractors	S & B	BASIC			2				2			0	4	\$889.44
		Schematic Documents Isla Blanca Toll Booths	GMS	SPECIAL											0	\$15,200.00
		Sub Total (- SCHEMATIC PHASE)			0	0	2	0	0	2	0	0	0	0	4	\$16,089.44
		Project Administration and Coordination														
		Project Coordination Meetings	S & B	BASIC			4				4				8	\$1,778.88
		Prepare Proj. Meetings Notes	S & B	BASIC									3		3	\$194.97
		Cameron County RMA Project Coordination	S & B	BASIC			4								4	\$1,099.96
		Sub Total (- Project Administration and Coordination)			0	0	8	0	0	4	0	0	3	15		\$3,073.81
		LABOR TOTALS														
		Total Hours	MULTIPLIER		0	0	10	0	0	6	0	0	3	19		\$19,163.25
		CONTRACT RATES: (\$/MAN-HOUR)	3.7717		299.96	249.99	274.99	185.00	110.02	169.73	115.00	99.99	64.99			
		BASE RATES: (\$/MAN-HOUR)			79.53	66.28	72.91	49.05	29.17	45.00	30.49	26.51	17.23			
	160	NON LABOR														
		Outside reproduction 4 submittals @ \$75/submittal	S & B	SPECIAL												\$0.00
		Survey	GMS	SPECIAL												\$5,500.00
		TDLR Review	GMS	SPECIAL												\$1,200.00
		Soils Investigation	GMS	SPECIAL												\$4,000.00
		Travel - Mileage Project Site Visits	S & B	SPECIAL			Mileage per trip = 108			Trips = 2			Milage Rate (\$/mi.)= \$ 0.535			\$115.56
		Sub Total (F.C. 160)														\$10,815.56
		NON LABOR TOTAL														\$10,815.56
		BASIC SERVICE TOTAL														\$3,963.25
		PROJECT TOTAL														\$29,978.81

**Exhibit D
Cost Proposal**

May 27, 2021

Proposed Budget for Toll Booth at Beach Access #3

Our compensation for this work will be a fee of	\$ 15,200
Survey	\$ 5,500
TDLR Review	\$ 1,200
Soils Investigation	<u>\$ 4,000</u>
GRAND TOTAL	\$ 25,900

Sincerely,



RUDY V. GOMEZ, AIA
ARCHITECT – PLANNER

**2-J CONSIDERATION AND APPROVAL OF SUPPLEMENTAL WORK
AUTHORIZATION NO. 1 TO WORK AUTHORIZATION NO. 25 WITH S&B
INFRASTRUCTURE FOR THE MOUNTAIN BIKE TRAIL PROJECT.**

**SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO WORK AUTHORIZATION NO. 25**

This Supplemental Work Authorization No. 1 is made as of this _____ day of _____, 2021, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING CIVIL ENGINEERING SERVICES, dated as of May 10, 2018 (the "Agreement"), between the Cameron County Regional Mobility Authority ("Authority") and S&B Infrastructure, Ltd. ("GEC").

The work to be performed by the GEC under this Supplemental Work Authorization is for the following purpose, consistent with the Services defined in the Agreement: *Professional services including: providing the design and applicable schedule of values of the Basketball Pavilion at the Pedro "Pete" Benavides County Park, Cameron County, Texas.*

Section A. – Scope of Services

GEC shall perform the Additional Services according to **Exhibit B**.

Section B. – Schedule

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

Section C. – Compensation

Paragraph C.1 is hereby amended to increase the overall maximum amount from \$12,007.45 to \$49,224.61, an increase of \$37,217.16 based on the attached fee estimate shown on **Exhibit D**. Compensation shall be in accordance with the Agreement.

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

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

Section D. – Authority's Responsibilities – No Change

The Authority shall perform and/or provide the services as stated in Exhibit A in a timely manner so as not to delay the Services of the GEC.

Section E. - Other Provisions – No Change

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

-SIGNATURES ON NEXT PAGE-

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By: _____
Name: Frank Parker, Jr., Chairman
Date: _____

S&B INFRASTRUCTURE, LTD.

By: _____
Name: Daniel O. Rios, PE, President
Date: _____

LIST OF EXHIBITS

- Exhibit A – Authority's Responsibilities
- Exhibit B – Scope of Work
- Exhibit C – Work Schedule
- Exhibit D – Cost Proposal

EXHIBIT A

Authority's Responsibilities

The following provides an outline of the services to be provided by the **Authority** in the development of the **Project** for this work authorization.

GENERAL

The **Authority** will provide to the **Engineer** the following:

- (1) Payment for work performed by the **Engineer** and accepted by **Authority** in accordance with this Agreement.
- (2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, **State** and Federal agencies that the **Engineer** cannot easily obtain.
- (3) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain an agreed-upon work schedule.
- (4) Any permits for subject property. The **Engineer** shall identify all necessary permits from governmental authorities which will be needed to construct the Project. The **Authority** shall apply for all necessary permits. The authority shall pay all other applicable permit fees. The **Engineer** shall assist in obtaining said permits or approvals.

EXHIBIT B

Services to be Provided by the Engineer

GENERAL DESCRIPTION

For this work authorization, Engineer shall provide architectural/engineering services for the **Basketball Pavilion at Benavides Park, Cameron County, Texas.**

The **Engineer** shall furnish, for approval by the **Authority**, contract documents to receive bids and construction for the above-mentioned project. These contract documents will include plans, specifications and scope of work and includes Civil Engineering and Landscape Design.

Data Collection:

The survey is to be provided by the **Engineer**.

GEOTECHNICAL BORINGS AND INVESTIGATIONS

There will be a geotechnical investigation done for the slab foundation.

DOCUMENT DEVELOPMENT

The project will be executed in phases as follows;

- 15% - Concept Development: Development of a preliminary concept for approval to proceed to design development or construction documents.
- 30% - Design Development: Development of design development documents for approval to proceed to construction documents.
- 90% - Pre-Final Documents: Development of construction documents to a pre-final level of completion.
- 100% - Final: Signed and sealed set of documents for permit and construction.

The **Engineer** shall prepare, for approval by the **Authority**, Schematic Design Documents consisting of documents illustrating the scale of Project components and their basic relationship. These documents shall consist of the following:

- Preliminary Site Plan
- Preliminary Floor Plan with overall dimensions
- Preliminary Exterior Building Elevation
- Preliminary Building Section
- Image Sketches and other such Graphics, as required for workshop presentations
- Project Narrative
- Statement of Probable Costs

The **Engineer**, upon the approval of the Schematic Design documents by the **Authority**, will continue to meet with the **Authority** representatives to develop the architectural, civil, structural, mechanical, and electrical systems. The Development Document Phase of the work will consist of the interior character and finishes. The **Engineer** will further develop the budget and make adjustments in the design using options in materials and finishes and provide the **Authority** with an updated budget estimate. The **Engineer** will continue development of the detailed Construction Drawings and Specifications to construct the Project, including detailed architectural, civil, landscape, structural, mechanical, and electrical plans, and specifications. A meeting with the Fire Marshal and Building Official will be held to review during this phase. The **Engineer** will develop and provide to the **Authority** an updated cost estimate

These CADD drafted documents shall consist of the following:

- Building Code Review Summary
- Site Plan
- Floor Plans
- Exterior Building Elevations
- Building Sections
- Typical Wall Section(s)
- Reflected Ceiling Plans
- Preliminary Finish Plans
- Window and Door Schedules
- Preliminary Structural, Mechanical, and Electrical Engineering
- Outline Specification
- Updated Statement of Probable Costs

CONSTRUCTION DOCUMENT PHASE

Based on the approved Design Development Documents, including revisions, the **Engineer** shall prepare, for approval by the **Authority** permitting and construction, Construction Documents setting forth the requirements for the construction of the Project. The final Construction Documents will be prepared for approval by the **Authority** for bidding. Upon **Authority** approval of the completed Construction Documents, the **Engineer** shall assist the **Authority** and / or General Contractor in making application for the Building Permits, by providing clarification of the drawings and / or revisions required by government agencies having jurisdiction.

BIDDING / NEGOTIATIONS PHASE

Following the **Authority's** approval of the Construction Documents ("Construction Documents" shall mean the entire contract for construction, including all addendums or alterations thereto, drawings and technical specifications, and the latest Statement of Probable Construction Cost) the **Engineer** shall assist the **Authority** in preparing bid specifications, evaluating bids, and preparing construction contracts. The **Engineer** will provide the **Authority** with bid-ready documents and assist in the selection of a contractor after bids are received. Services include but are not limited to, a review of contract proposals, review of contractor's submitted credentials, review of subcontractors' submitted credentials, analysis, and recommendations to assist the **Authority** in their selection of a contractor. WINDSTORM and TDLR requirements are included in the **Engineers** scope.

CONSTRUCTION PHASE (Site Visits and Administrative Services)

The Construction Phase will commence with the Notice of Commencement and will terminate when the **Authority's** Director or his designee has approved a proper and final application for payment from the party awarded the contract to construct the Project, hereafter referred to as the Contractor. This contract shall provide basic services during the entire construction phase. The **Engineer**, as the representative of the **Authority** and as administrator of the Contract during the Construction Phase, shall advise and consult with the **Authority** and all instructions to the Contractor shall be issued through the **Engineer**. The **Engineer or Engineers representative** shall hold necessary pre-construction meetings and other job progress meetings as necessary.

The **Engineer** will visit the construction site before key building components are completed to ensure quality compliance with the documents. At a minimum, observations will be at the following stages:

- A. Rough framing.
- B. At roof framing completion
- C. Prior to and during roofing.
- D. Prior exterior finish.
- E. Air conditioning.

F. Rough electrical.

Additionally, the **Engineer** shall be in attendance at the site frequently enough to familiarize himself with the progress and quality of the Work to determine if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations, the **Engineer** shall use its best efforts to guard the **Authority** against defects, deficiencies, and poor workmanship in the Work of the Contractor and take necessary administrative actions to facilitate timely completion of the Work in accordance with the contract documents including approved Change Orders.

The **Engineer** shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. The **Engineer** shall regularly keep the **Authority** informed as to the progress and quality of the work. The **Engineer** shall visit the Project at intervals appropriate to the stage of construction to become generally familiar with the progress of the work completed, to determine, in general, if the work is being performed in a manner indicating that the work, when fully completed, will meet with the intent of the construction documents.

Additionally, if requested by the **Authority**, the **Engineer**, based on observation of percentages of work completed, shall assist the **Authority** in determining amounts due the Contractor. Based on such observations at the site and on the Contractor's Application for Payment, the **Engineer** shall determine the amount owing to the Contractor and shall issue Certificates for Payment in such amounts. The issuance of a Certificate for Payment shall constitute a representation by the **Engineer** to the **Authority** based on the **Engineer's** observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that to the best of the **Engineers** knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (which shall include, but not be limited to all approved Change Orders) subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment; and that the Contractor is entitled to payment in the amount certified.

The **Engineer** shall have the responsibility and the authority to reject all Work which does not conform to the Contract Documents. He will have authority to request special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work be then fabricated, installed, or completed. The **Authority** will then have the option of choosing the vendor to perform such testing or inspection services. However, neither this authority of the **Engineer** nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the **Engineer** to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

The **Engineer** shall review and approve or take other appropriate action on shop drawings, samples, as-built drawings, and other submissions of the Contractor for conformance with the Design Concept of the Project and for compliance with the information given in the Contract Documents, including General Condition of the Contract for Construction AIA 201, 1997 edition.

The **Engineer** shall evaluate all requests for Change Order and prepare necessary Change Orders (for either increased compensation or time) in a form acceptable to the **Authority** and review and make recommendations on all requests for Change Orders made by Contractor. The **Engineer** shall assist the **Authority** in any negotiations with Contractor relative to compensation required as a part of any Change Order and shall also advise the **Authority** regarding any changes necessary in the construction time schedule.

The **Engineer** shall conduct inspections to determine the Dates of "Substantial Completion" and "Final Completion," shall receive and review written guarantees and warranties and related documents assembled by the Contractor and shall issue a final Certificate for Payment.

At completion of construction, the **Engineer** shall furnish and deliver to the **Authority**, neatly arranged in a file, shop drawings, warranties, and instruction literature furnished by the Contractor, etc., and also deliver to the **Authority**, a reproducible set of construction drawings, revised by contractor to "as-built" conditions, based on marked-up prints, drawings or other data furnished by Contractor. The **Engineer** shall not be required to furnish this information itself but shall use its best efforts to obtain these documents from Contractor and shall not approve final payment until they are received. The **Engineer** will review the Contractor's documentation of field revisions on a monthly basis prior to issuance of certificates for payment. Upon construction completion, the **Engineer** shall write a letter and certify to the **Authority** that the entire project was constructed in compliance with the contract documents in accordance with the Contract documents; this letter must be signed, dated and bear the **Architect's seal** and all other appropriate professional's seals. The services during this phase shall include providing clarifications and / or revisions to the construction documents arising out of the normal process of construction (including conflict resolution) and the review of shop drawings, product data and samples for conformance with the information given and/or concepts expressed in the construction documents

Construction administration services shall include but not be limited to providing an on-site the **Engineer's** representative on a bi-weekly basis to monitor and observe the work and review construction for compliance with the Construction documents and contract documents for the entire construction period. The **Engineer's** representative shall be at the site to monitor, observe and review construction at all appropriate times to properly administer the Contract. the **Engineer** shall cause such other visits to be made to the site by the necessary professionals to properly administer this contract and fulfill its obligations and comply with this Contract.

As to the Contractor constructing the project, the **Engineer** shall interpret and decide matters concerning performance of the Contractor under the requirements of the Construction Contract documents. Such interpretations shall be made with reasonable promptness. The **Engineer** shall, within a reasonable time, issue written decisions on all claims, disputes, or other matters in question between the **Authority** and the Contractor relating to the execution or progress of the Work as provided in the Contract documents.

Project Management

The Engineer shall perform the following management activities during the development of the project:

1. Prepare / manage WA, including recordkeeping, filing, administration, etc. and overall Quality Assurance / Quality Control (QA/QC).
2. Coordinate / prepare sub-provider WA and manage sub-consultant.
3. Preparation of invoices and progress reports.
4. Organize and download electronic file deliverables.

Note:

Environmental reports, Geotechnical Reports, Surveying, Environmental testing, investigation, documentation of hazardous materials, and Permitting new facilities are not included in this scope of work. It is also understood, and the scope is based on Cameron County Self performing the work in accordance with Grant funding.

EXHIBIT C

Schedule of Work

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

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

NOTICE TO PROCEED -- Upon Execution

- | | |
|---|---------------------------|
| 1. Preliminary Document Phase | 30 days (1 Months) |
| 2. Design/Schedule of Values Phase | 60 days (2 Months) |

Work Authorization Complete	January 31, 2022
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PROJECT: Basketball Pavilion

CLIENT: CCRMA

05/28/21

CONTRACT:

CSJ:

EXHIBIT D -- FEE ESTIMATE

COUNTY: Cameron County

S & B JOB NO.: U2716.225 SWA1 to WA25

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	MAN-HOURS									ESTIMATED FEE	TOTALS	
					Principal	Quality Manager	Project Manager	Env Manager	Env Scientist	Engineer (I,II)	Senior CADD	CADD Operator (I)	Secretary			TOTAL HRS
		SCHEMATIC PHASE														
		Oversight of subcontractors	S & B	BASIC			3				3		1	7	\$1,399.15	
		Schematic Documents Isla Blanca Toll Booths	GMS	SPECIAL										0	\$24,000.00	
		Sub Total (- SCHEMATIC PHASE)			0	0	3	0	0	3	0	0	1	7		\$25,399.15
		Project Administration and Coordination														
		Project Coordination Meetings	S & B	BASIC			1				1			2	\$444.72	
		Prepare Proj. Meetings Notes	S & B	BASIC								1		1	\$64.99	
		Cameron County RMA Project Coordination	S & B	BASIC			2							2	\$549.98	
		Sub Total (- Project Administration and Coordination)			0	0	3	0	0	1	0	0	1	5		\$1,059.69
		LABOR TOTALS														
		Total Hours	MULTIPLIER		0	0	6	0	0	4	0	0	2	12		\$26,458.84
		CONTRACT RATES: (\$/MAN-HOUR)	3.7717		299.96	249.99	274.99	185.00	110.02	169.73	115.00	99.99	64.99			
		BASE RATES: (\$/MAN-HOUR)			79.53	66.28	72.91	49.05	29.17	45.00	30.49	26.51	17.23			
	160	NON LABOR														
		Survey	GMS	SPECIAL											\$5,500.00	
		TDLR Review	GMS	SPECIAL											\$1,200.00	
		Soils Investigation	GMS	SPECIAL											\$4,000.00	
		Travel - Mileage Project Site Visits	S & B	SPECIAL			Mileage per trip = 108						Milage Rate (\$/mi.)= \$ 0.540		\$58.32	
		Sub Total (F.C. 160)														\$10,758.32
		NON LABOR TOTAL													\$10,758.32	
		BASIC SERVICE TOTAL													\$2,458.84	
		PROJECT TOTAL														\$37,217.16

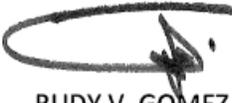
Exhibit D Cost Proposal

May 27, 2021

Proposed Budget for Basketball Pavilion at Benavides Park.

Our compensation will be a fee of:	\$24,000
Survey	\$ 5,500
TDLR Review	\$ 1,200
Soils Investigation	<u>\$ 4,000</u>
GRAND TOTAL	\$ 34,700

Sincerely,



RUDY V. GOMEZ, AIA
ARCHITECT – PLANNER

**2-K CONSIDERATION AND APPROVAL TO AWARD BID NUMBER 2021-001 FOR
THE CAMERON COUNTY PARKS ADMINISTRATION BUILDING AND TO
APPROVE CONTRACT FOR SUCH AWARDED BID.**



GMS ARCHITECTS

May 27, 2021

Mr. Pete Sepulveda, Jr.
County Administrator
1100 E. Monroe
Brownsville, TX 78520

Re: Cameron County Parks Administration Building
Project No. 2021-001

Dear Mr. Sepulveda:

Enclosed is the Bid Tabulation for the above Referenced project. We contacted the four (4) low bidders and asked them to confirm their bids and their responses are attached. We have also reviewed the bids and find them to be in order.

As per the recommendation by the evaluation team to the Board of Directors, of the Cameron County Regional Mobility Authority, and based on the determination, by the Board of Directors, of the Cameron County Regional Mobility Authority, as required by section 271.905 of the Texas Local Government Code, we concur that the contract be awarded to the lowest bidder whose principal place of business is in Cameron County, Texas.

If you should have any questions, please contact me.

Sincerely,

RUDY V. GOMEZ, AIA
ARCHITECT-PLANNER

1150 Paredes Line Rd,
Brownsville, TX 78521
P 956.546.0110
F 956.546.0196

RVG:fg
Encl.

BID TABULATION
Cameron County Parks Administration Building
Project No. 2021-001
South Padre Island, Texas
March 22, 2021

CONTRACTOR	BID BOND	BASE BID	Alt. #1: Provide and install Emergency Generator	No. of Days	ADDENDUM 1-4
Peacock Gen. Contractor	X	\$2,929,000.00	\$95,000.00	300	X
Ziwa Corp.	No Bid				
D. Wilson Const.	X	\$3,070,000.00	\$129,000.00	330	X
SpawGlass	No Bid				
Scoggins Const. Co., Inc.	X	\$2,995,000.00	\$90,000.00	365	X
Wil-Con	X	\$2,850,000.00	\$91,128.00	300	1-3
G & G Contractors	X	\$2,934,000.00	\$112,150.00	390	X
Holchemont, LTD	X	\$2,997,000.00	\$102,000.00	300	X
E-Con Group	X	\$2,865,000.00	\$113,000.00	365	X
Tri-Gen Construction	No Bid				
N M Contracting, LLC	X	\$2,904,000.00	\$137,500.00	240	X

**2-L CONSIDERATION AND APPROVAL OF RESOLUTION REGARDING DANA
ROAD EDC ALLOCATION AND AUTHORIZING CHAIRMAN PARKER TO
SIGN ANY NECESSARY DOCUMENTS.**

AFFIDAVIT

The State of Texas,
County of _____

Before me, _____, a notary public in and for the State of
of Texas, on this day personally appeared _____, who being by
me duly sworn, upon oath says:

I, _____, representing the city / county of
_____, having been duly elected on
_____ and having served continuously since that time, certify in my
official capacity that, to the best of my knowledge, the information contained in
this application is true and correct.

Signature

Date

Subscribed and sworn to before me, by the said _____, this
____ day of _____, _____, to certify which witness my hand
and seal of office.

My commission expires _____, _____.

Official Signature

Printed or stamped name of Notary

2-M CONSIDERATION AND APPROVAL OF RIGHT OF ENTRY FOR THE EAST LOOP PROJECT BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY.

PERMISSION TO ENTER PROPERTY AGREEMENT

This Permission to Enter Property Agreement ("*Agreement*") is made as of _____, 2021, by the **Cameron County Regional Mobility Authority**, a _____ ("*CCRMA*"), and the **Board of Regents of The University of Texas System**, the governing board of The University of Texas System ("*UT*").

Recitals:

A. CCRMA has requested permission from UT to conduct certain surveys and investigations on portions of UT's properties located in Cameron County, Texas, as more particularly described on **Exhibit A** attached hereto ("*Properties*"). The portions of the Properties that are subject to this Agreement are the areas designated as "Parcels" on the aerial map attached hereto as **Exhibit B**; those areas are called the "*Survey Areas*." The purpose of CCRMA's surveys and investigations is for the project development of improvements of the East Loop Project in Brownsville, Texas ("*Project*"). In this Agreement the authorized activities within the Survey Areas are called the "*Permitted Use*" (as more particularly described in Section 3 below).

B. UT is willing to give CCRMA permission to enter the Survey Areas for the Permitted Use during the License Period (as defined in Section 2 below) on the conditions set forth herein.

Agreement:

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. Grant of Permission. To the extent that UT owns the Survey Areas which CCRMA proposes to enter, UT hereby grants its permission for CCRMA, at CCRMA's sole risk and expense, and following prior notice to UT's Representative (defined below), to enter upon the Survey Areas during regular business hours during the License Period solely for the Permitted Use. At the option of UT's Representative, CCRMA and CCRMA's employees, agents, and contractors shall at all times that they are on the Survey Areas be accompanied by UT personnel as designated by UT's Representative. CCRMA shall be responsible for all costs associated with all such activities and, except as expressly provided in Section 3 below, shall leave the Survey Areas in the condition in which CCRMA or CCRMA's agents, employees, or contractors found it. Notice to UT's Representative prior to entry shall be given by CCRMA in writing or by email to UT's Representative at least two (2) full business days prior to entry, at the following contact address:

"UT's Representative":

Martin Cortez, Assistant Director of Facilities Operations
 The University of Texas Rio Grande Valley
 Brownsville Campus – Physical Plant
 1 West University Boulevard
 Brownsville, TX 78520
 Phone: 956-882-5909
 Email: martin.cortez@utrgv.edu

UT may designate a new UT's Representative from time to time by giving written notice to CCRMA pursuant to Section 19 below.

2. License Period. Licensee may enter the Survey Areas for the purposes of the Permitted Use solely during the period of time ("License Period") commencing upon the Effective Date of this Agreement and ending on December 31, 2021; subject, however, to earlier termination as provided in this Agreement.

3. Permitted Use. The "***Permitted Use***" is strictly for conducting the following activities on the Survey Areas directly related to the Project: (a) topographic and boundary surveys; and (b) engineering, geotechnical, and environmental investigations. The Permitted Use is restricted to a visual investigation only, except for minor trimming of tree limbs as may be reasonably necessary to provide a clear line of sight and minor ground monumentation and staking. Except as expressly provided in this Section 3, CCRMA, its agents, employees, and contractors shall not disturb the Survey Areas and all property, plants, fences, buildings or other improvements located thereon.

4. Indemnity. **To the extent allowed by Texas law, CCRMA, on behalf of itself and its agents, employees, and contractors (individually and collectively, the "CCRMA Parties"), INDEMNIFIES AND SAVES HARMLESS UT, The University of Texas Rio Grande Valley ("UTRGV") and their respective regents, agents, representatives, officers, , directors, , employees, successors, and assigns, past, present, and future (individually and collectively, jointly and severally, "Indemnatee"), and each of them, jointly and severally, from and against any and all claims, actions, causes of action, demands, damages, costs, losses, liabilities, expenses, obligations, debts, dues, liens, and lawsuits, at law or in equity, of every kind or nature whatsoever, including but not limited to injury to or death of any person or persons, or damage to or destruction of any property, threatened, brought or instituted, arising out of or in any manner directly or indirectly connected with CCRMA's, or CCRMA Parties' activities on the Survey Areas, whether the foregoing are known or unknown, foreseen or unforeseen. To the extent allowed by Texas law, CCRMA, on behalf of itself and the CCRMA Parties, further indemnifies and saves harmless Indemnatee from any all penalties threatened, sought, or imposed on account of a violation of any laws, statutes, regulations or ordinances pertaining to CCRMA's or CCRMA Parties' activities on the Survey Areas, any and all attorneys' fees incurred by any Indemnatee in connection with CCRMA's or CCRMA Parties' activities on the Survey Areas. Further, to the extent allowed by Texas law, CCRMA, on behalf of itself and the CCRMA Parties, RELEASES Indemnatee FROM ALL LIABILITY Indemnatee may otherwise owe to CCRMA or CCRMA Parties FOR ANY PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that CCRMA, CCRMA Parties, or anyone working for or at the direction of CCRMA or CCRMA Parties suffers while on the Survey Areas at any time. This release applies to all injuries or damages that may be suffered by CCRMA, CCRMA Parties, or anyone working for or at the direction of CCRMA or CCRMA Parties and that arise out of or are in any manner directly or indirectly connected with CCRMA's, or CCRMA Parties' activities on the Survey Areas, whether the foregoing are known or unknown, foreseen or unforeseen. CCRMA's obligations to indemnify and release Indemnatee shall survive the expiration or termination of this Agreement.**

5. Licenses and Permits. CCRMA covenants and agrees to obtain in advance all licenses and permits, and meet all applicable requirements of all federal, state, and local governmental and regulatory authorities having jurisdiction over CCRMA's activities on the Survey Areas or having jurisdiction over the Survey Areas.

6. Removal of Personal Property. CCRMA covenants and agrees to promptly remove any and all equipment and other personal property associated with its activities on the Survey Areas on or before the expiration of the License Period.

7. Studies and Reports. CCRMA will furnish full and complete copies of all surveys, results and reports to UT promptly upon the conclusion of the surveys, tests and reports. This obligation shall survive the expiration or termination of this Agreement.

8. Termination. UT may terminate this Agreement before the expiration of the License Period by giving written notice to CCRMA by certified mail, return receipt requested, at the address in Section 19 of the Agreement, specifying the early termination date. Notice of termination under this Section will be effective one (1) business day following the business day any such notice is deposited with an overnight courier or three (3) days after deposit in the United States mail, postage prepaid. If UT exercises its right to terminate this Agreement early, CCRMA shall remove any and all equipment and other personal property associated with its activities on the Survey Areas within three (3) business days after the termination date stated in the notice.

9. Binding Agreement. All of the covenants and agreements herein contained on the part of CCRMA shall apply to and bind its legal representatives, successors and assigns and shall inure to the benefit of Indemnitee and their respective successors and assigns. CCRMA may not assign this Agreement or its rights under this Agreement without the written consent of UT, which may be withheld in UT's sole and absolute discretion.

10. Cost and Fees. Subject to Texas law, UT may be entitled to its reasonable costs and expenses and reasonable attorneys' fees. This provision is separate and several and shall survive the merger of this provision into any judgment on this Agreement.

11. Insurance. Prior to entering upon the Survey Areas or performing any work on the Survey Areas, CCRMA shall, and shall cause its contractors working on the Property to, have in full force and effect at all times during which work is performed on the Survey Areas insurance that meets or exceeds the requirements stated below, naming the Board of Regents of The University of Texas System, The University of Texas System and The University of Texas Rio Grande Valley, their officers and employees (collectively, "*UT Insured Parties*") and CCRMA as additional insureds. Upon request by UT, CCRMA shall provide evidence of insurance coverage or certificates of insurance showing such coverage prior to commencement of the Permitted Use. The minimum requirements are:

- Commercial general liability insurance coverage with limits of not less than:
 - Each occurrence limit \$1,000,000;
 - Damage to Premises Rented to You \$300,000;
 - Medical expenses (any one person) \$10,000;
 - Personal & Advertising Injury \$1,000,000;
 - General Aggregate \$2,000,000; and
 - Deletion of the exclusion for underground hazard.
- Business automobile liability insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 single limit of liability each accident for bodily injury and property damage.
- Workers' compensation insurance with statutory limits and employers liability insurance coverage with limits of not less than:
 - Employer's Liability - Each accident \$1,000,000;

- Employer's Liability Disease- Each employee \$1,000,000; and
- Employer's Liability Disease - Policy limit \$1,000,000.
- Workers' compensation and employer's liability policies must include: (a) any states where contractor performs operations for University (b) a waiver of all rights of subrogation and other rights in favor of the UT Insured Parties.

12. Antiquities Code. CCRMA IS EXPRESSLY PLACED ON NOTICE OF THE NATIONAL HISTORIC PRESERVATION ACT OF 1966 (PB-89-66, 80 STATUTE 915; 16 U.S.C.A. § 470) AND THE ANTIQUITIES CODE OF TEXAS, CHAPTER 191, TEX. NAT. RES. CODE ANN., IN EACH CASE AS SUCH LAW MAY BE AMENDED FROM TIME TO TIME. IN THE EVENT THAT ANY SITE, OBJECT, LOCATION, ARTIFACT OR OTHER FEATURE OF ARCHEOLOGICAL, SCIENTIFIC, EDUCATIONAL, CULTURAL OR HISTORIC INTEREST IS ENCOUNTERED DURING THE ACTIVITIES AUTHORIZED BY THIS AGREEMENT, CCRMA WILL IMMEDIATELY CEASE SUCH ACTIVITIES AND WILL IMMEDIATELY NOTIFY UT SO THAT ADEQUATE MEASURES MAY BE UNDERTAKEN TO PROTECT OR RECOVER SUCH DISCOVERIES OR FINDINGS, AS APPROPRIATE. In the event CCRMA is required to cease work, UT shall not be liable for any costs of CCRMA, CCRMA Parties, or any other person or entity as a result of any interruption of CCRMA use of the Survey Areas herein granted.

13. Work Standards. All work to be performed by CCRMA, any of the CCRMA Parties, or any other persons acting under its control or at its direction or request shall:

- a. be done at the sole risk, cost and expense of CCRMA;
- b. be done in accordance with the applicable requirements of all federal, state and local governmental and regulatory authorities having jurisdiction thereof, including, without limitation, complying with all applicable zoning ordinances, building codes and environmental laws; and
- c. be done in a manner as will not unreasonably interfere with access to the adjacent or other properties of UT.

14. Liens. CCRMA will not create or permit to be created or remain, and will discharge, at CCRMA's sole cost and expense, any and all liens, encumbrances or charges levied on account of any builder's, supplier's, mechanic's, laborer's, materialmen's or similar lien that might become a lien, encumbrance or charge upon the Survey Areas or other property of UT or any part thereof or the income derived therefrom, with respect to any work or services performed or material furnished by or at the direction of CCRMA. If any such liens, encumbrances or charges shall at any time be filed against the Survey Areas or the other property of UT or any part thereof by reason of work or services performed or material furnished by or at the direction of CCRMA, CCRMA within thirty (30) days after having or receiving notice thereof will cause the same to be fully discharged and released of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

15. Environmental Laws. By its exercise of its rights hereunder, CCRMA will not cause or permit the Survey Areas, any other property of UT, or UT to be in violation of, or do anything or permit anything to be done by CCRMA or any of the CCRMA Parties that will subject the Survey Areas, any other property of UT, or UT to any remedial obligations under applicable laws pertaining to health or the environment (such laws as they now exist or are hereafter enacted and/or amended are hereinafter sometimes collectively called "*Applicable Environmental Laws*"), including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended, hereinafter called "*CERCLA*"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the

Solid Waste Disposal Act Amendments of 1980, and the Hazardous and Solid Waste Amendments of 1984 (as amended, hereinafter called "**RCRA**"), the Texas Water Code and the Texas Solid Waste Disposal Act, as each of said laws may be amended from time to time, assuming disclosure to the applicable governmental authorities of all relevant facts, conditions and circumstances, if any, pertaining to CCRMA's exercise of its rights hereunder. CCRMA agrees to release UT from and against, and to reimburse UT with respect to, any and all claims, demands, losses, damages (including consequential damages), liabilities, causes of action, judgment, penalties, costs and expenses (including attorneys' fees and court costs) of any and every kind or character, known or unknown, fixed or contingent, imposed on, asserted against or incurred by UT at any time and from time to time by reason of, in connection with or arising out of (a) the failure of CCRMA to perform any obligation herein required to be performed by CCRMA, and/or (b) any violation of Applicable Environmental Laws by CCRMA, its contractors, agents or employees occurring on or affecting the Survey Areas. Nothing in this paragraph or in this Agreement shall limit or impair any rights or remedies of UT against CCRMA or any third party or CCRMA against any third party under Applicable Environmental Laws, including without limitation, any rights of contribution available thereunder.

16. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

17. Amendment. No provision in this Agreement may be modified, amended, or waived, except by an instrument in writing executed by CCRMA and UT.

18. Severance. If any term of this Agreement or the application thereof to any person or circumstances shall, to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

19. Notice. Whenever any notice is required or permitted hereunder, such notice shall be in writing. Notice of a planned entry onto the Survey Areas shall be deemed to be delivered when actually received by UT's Representative identified in Section 1. Any other notice or document required or permitted to be delivered hereunder shall be deemed to be delivered the business day following the business day any such notice is deposited with an overnight courier or three (3) calendar days after deposit in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the persons shown below, or at such other addresses or to other persons as the parties have hereafter specified by written notice.

If to UT:

The University of Texas Rio Grande Valley
1201 West University Drive
Edinburg, Texas 78539
Attn: Executive Vice President for Finance and Administration

With a copy to:

The University of Texas System
Real Estate Office
210 West 7th Street
Austin, Texas 78701
Attn: Executive Director of Real Estate

If to CCRMA:

Cameron County Regional Mobility Authority
3461 Carmen Avenue
Rancho Viejo, Texas 78575
Attn: Pete Sepulveda, Jr., Executive Director

With a copy to:

Rentfro, Irwin & Irwin, PLLC
1650 Paredes Line Road, Suite 102
Brownsville, Texas 78521
Attn: David F. Irwin

20. Counterparts and Execution. This Agreement may be executed in any number of identical counterparts which, taken together, shall constitute collectively one agreement. The parties acknowledge and agree that execution of this Agreement may be accomplished by electronic signature utilizing DocuSign or any other mutually acceptable similar online, electronic, or digital signature technology. The parties agree that this Agreement may be transmitted by facsimile machine or by electronic scanning and email, and the parties intend that faxed, scanned, and electronic signatures shall constitute original signatures. A facsimile or scanned copy or any counterpart or conformed copy of this Agreement, including use of Adobe PDF technology to merge pages and create a conformed copy of this Agreement, with the signature (original, faxed, or scanned signature or permitted electronic signature) of all of the parties shall be binding on the parties.

[Signatures appear on the next page.]

IN WITNESS WHEREOF, this Agreement is executed by the duly authorized representatives of each of the parties to be effective as of the Effective Date.

UT:

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

By: _____
Rick Anderson
Executive Vice President for Finance and
Administration of The University of Texas
Rio Grande Valley

CCRMA:

CAMERON COUNTY REGIONAL MOBILITY
AUTHORITY

By: _____
Frank Parker, Jr.
Chairman of the Board of Directors

EXHIBIT A

DESCRIPTION OF PROPERTIES

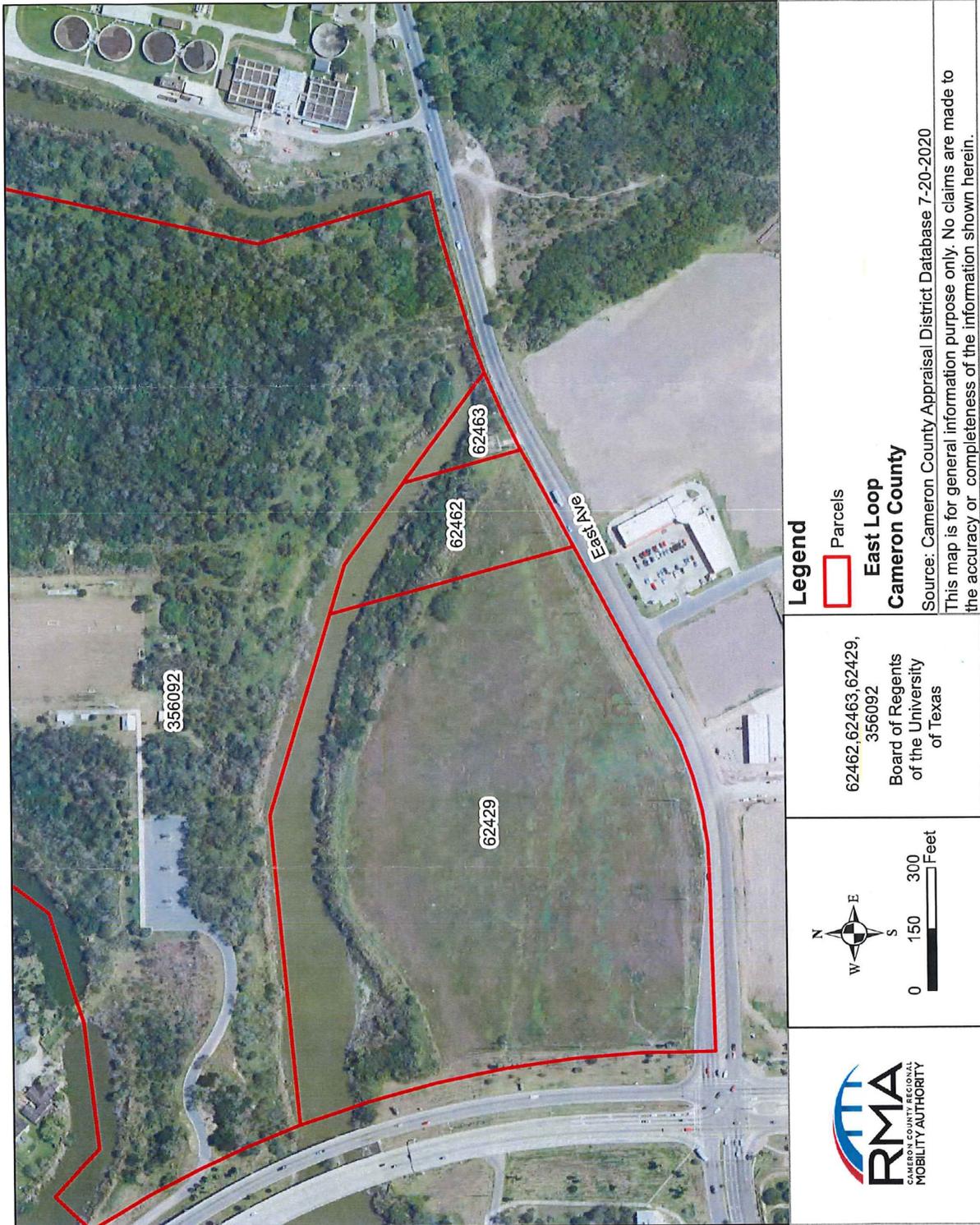
1. Approximately 80.201 acres of land conveyed to UT under General Warranty Deed dated effective as of March 1, 2007, and recorded on March 1, 2007, under Document Number 11186, in the Official Public Records of Real Property of Cameron County, Texas.

2. Approximately 0.504 acre of land and approximately 21.05 acres of land conveyed to UT under Special Warranty Deed dated effective as of December 15, 2011, and recorded on December 16, 2011, in Volume 18188, Page 189, in the Official Public Records of Real Property of Cameron County, Texas.

3. Approximately 4.224 acres of land conveyed to UT under Special Warranty Deed dated effective as of February 21, 2012, and recorded on February 21, 2012, in Volume 18320, Page 219, in the Official Public Records of Real Property of Cameron County, Texas.

EXHIBIT B

DESCRIPTION OF SURVEY AREAS



2-N CONSIDERATION AND APPROVAL TO ADVERTISE FOR REQUEST FOR QUALIFICATIONS FOR GENERAL ENGINEERING CONSULTANTS.

2-0 CONSIDERATION AND ACKNOWLEDGEMENT THAT ALL CAMERON COUNTY REGIONAL MOBILITY AUTHORITY EMPLOYEES HAVE COMPLETED A CYBER SECURITY TRAINING COURSE THAT HAS BEEN CERTIFIED BY THE DEPARTMENT OF INFORMATION RESOURCES (DIR) TO FULFILL THE REQUIREMENTS OF HB 3834.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

House Bill 3834 Certification for Local Governments

According to Section 2054.5191, Government Code, the governing body of a local government, shall:

- verify and report on the completion of a cybersecurity training program by employees of the local government, and
- require periodic audits to ensure compliance with this section.

By signing below, you indicate that you agree with the following statements:

- I certify that the local government is in compliance with the employee security awareness training requirements of Section 2054.5191, Government Code.
- I certify that the local government is in compliance with the audit requirements of Section 2054.5191, Government Code.

Signature	Date
Printed Name	Title
Signature	Date
Printed Name	Title
Signature	Date
Printed Name	Title
Signature	Date
Printed Name	Title
Signature	Date
Printed Name	Title
Signature	Date
Printed Name	Title

This form does not need to be submitted to the Texas Department of Information Resources. It is for your records.

Ericka Trevino

From: Security Training Verification Site Guest User <txtrainingcert@dir.texas.gov>
Sent: Thursday, May 27, 2021 9:51 AM
To: TXTrainingCert@dir.texas.gov; Ericka Trevino
Subject: Confirmation of Cybersecurity Training Certification STV-6354

This email confirms that you have successfully submitted the required annual Cybersecurity Training Certification for Fiscal Year 2021 for Cameron County Regional Mobility Authority.

Thank you.

Texas Department of Information Resources

TXTrainingCert@dir.texas.gov

Category	Sub Category	Source	Action	Initiated By	Date	Target Name
Actions		Pete Sepulveda, Jr.	Module Completed	Pete Sepulveda, Jr.	5/26/2021 18:04	TAC Cybersecurity Awareness Training (2021 Certified)
Actions		Lizabeth J. Ponce	Module Completed	Lizabeth J. Ponce	5/14/2021 11:21	TAC Cybersecurity Awareness Training (2021 Certified)
Actions		Francisco San Miguel	Module Completed	Francisco San Miguel	5/5/2021 18:49	TAC Cybersecurity Awareness Training (2021 Certified)
Actions		Victor J. Barron	Module Completed	Victor J. Barron	5/5/2021 18:16	TAC Cybersecurity Awareness Training (2021 Certified)
Actions		Jose L. Rodriguez	Module Completed	Jose L. Rodriguez	5/4/2021 19:34	TAC Cybersecurity Awareness Training (2021 Certified)
Actions		Luis Perez	Module Completed	Luis Perez	5/4/2021 17:47	TAC Cybersecurity Awareness Training (2021 Certified)
Actions		Mark A. Iglesias	Module Completed	Mark A. Iglesias	5/3/2021 18:42	TAC Cybersecurity Awareness Training (2021 Certified)
Actions		Selina Serna	Module Completed	Selina Serna	5/3/2021 16:39	TAC Cybersecurity Awareness Training (2021 Certified)
Actions		Eduardo J. Trevino	Module Completed	Eduardo J. Trevino	4/30/2021 18:06	TAC Cybersecurity Awareness Training (2021 Certified)
Actions		Cristhian Wilt-Cuevas	Module Completed	Cristhian Wilt-Cuevas	4/14/2021 10:03	TAC Cybersecurity Awareness Training (2021 Certified)
Actions		Ema P. Jaramillo	Module Completed	Ema P. Jaramillo	4/9/2021 15:44	TAC Cybersecurity Awareness Training (2021 Certified)
Actions		Janett Huerta	Module Completed	Janett Huerta	3/24/2021 15:15	TAC Cybersecurity Awareness Training (2021 Certified)
Actions		Maria D. Mayorga	Module Completed	Maria D. Mayorga	3/22/2021 13:08	TAC Cybersecurity Awareness Training (2021 Certified)
Actions		Herendida Martinez	Module Completed	Herendida Martinez	3/18/2021 15:15	TAC Cybersecurity Awareness Training (2021 Certified)
Actions		Robert Slaid	Module Completed	Robert Slaid	3/17/2021 12:41	TAC Cybersecurity Awareness Training (2021 Certified)
Actions		Ericka G. Trevino	Module Completed	Ericka G. Trevino	3/17/2021 16:41	TAC Cybersecurity Awareness Training (2021 Certified)
Actions		Monica R. Ibarra	Module Completed	Monica R. Ibarra	3/16/2021 14:41	TAC Cybersecurity Awareness Training (2021 Certified)

Certificate of Completion

*Cristhian Wilt-Cuevas
has successfully completed*

***TAC Cybersecurity Awareness Training (2021
Certified)***

on this day: 04/14/2021



Certificate of Completion

Ema P. Jaramillo

has successfully completed

***TAC Cybersecurity Awareness Training (2021
Certified)***

on this day: 04/09/2021



Certificate of Completion

Eduardo J. Trevino

has successfully completed

***TAC Cybersecurity Awareness Training (2021
Certified)***

on this day: 04/30/2021



Certificate of Completion

Ericka G. Trevino

has successfully completed

***TAC Cybersecurity Awareness Training (2021
Certified)***

on this day: 03/17/2021



Certificate of Completion

*Francisco San Miguel
has successfully completed*

***TAC Cybersecurity Awareness Training (2021
Certified)***

on this day: 05/05/2021



Certificate of Completion

*Herendida Martinez
has successfully completed*

***TAC Cybersecurity Awareness Training (2021
Certified)***

on this day: 03/18/2021



Certificate of Completion

Janett Huerta

has successfully completed

***TAC Cybersecurity Awareness Training (2021
Certified)***

on this day: 03/24/2021



Certificate of Completion

Jose L. Rodriguez

has successfully completed

***TAC Cybersecurity Awareness Training (2021
Certified)***

on this day: 05/04/2021



Certificate of Completion

Lizbeth J. Ponce

has successfully completed

***TAC Cybersecurity Awareness Training (2021
Certified)***

on this day: 05/14/2021



Certificate of Completion

Luis Perez

has successfully completed

***TAC Cybersecurity Awareness Training (2021
Certified)***

on this day: 05/04/2021



Certificate of Completion

Maria D. Mayorga

has successfully completed

***TAC Cybersecurity Awareness Training (2021
Certified)***

on this day: 03/22/2021



Certificate of Completion

Mark A. Iglesias

has successfully completed

***TAC Cybersecurity Awareness Training (2021
Certified)***

on this day: 05/03/2021



Certificate of Completion

Monica R. Ibarra

has successfully completed

***TAC Cybersecurity Awareness Training (2021
Certified)***

on this day: 03/16/2021



Certificate of Completion

Pete Sepulveda, Jr.

has successfully completed

***TAC Cybersecurity Awareness Training (2021
Certified)***

on this day: 05/26/2021



Certificate of Completion

*Robert Slaid Slaid
has successfully completed*

***TAC Cybersecurity Awareness Training (2021
Certified)***

on this day: 03/17/2021



Certificate of Completion

Selina Serna

has successfully completed

***TAC Cybersecurity Awareness Training (2021
Certified)***

on this day: 05/03/2021



Certificate of Completion

Victor J. Barron

has successfully completed

***TAC Cybersecurity Awareness Training (2021
Certified)***

on this day: 05/05/2021

