

THE STATE OF TEXAS §

COUNTY OF CAMERON §

BE IT REMEMBERED on the 20th day of January 2022, there was conducted a Regular Meeting of the Cameron County Regional Mobility Authority, at the CCRMA Administrative Office, 3470 Carmen Avenue, Suite 5 thereof, in Rancho Viejo, Texas, for the purpose of transacting any and all business that may lawfully be brought before the same.

THE BOARD MET AT:

12:00 Noon

PRESENT:

FRANK PARKER, JR.
CHAIRPERSON

MICHAEL SCAIEF
DIRECTOR

ARTURO A. NELSON
DIRECTOR

DR. MARIA VILLEGAS, M.D.
DIRECTOR VIA PHONE

MARK ESPARZA
DIRECTOR

LEO R. GARZA
DIRECTOR VIA PHONE

AL VILLARREAL
DIRECTOR

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 17th day of January 2022.

PUBLIC COMMENTS

1 PUBLIC COMMENTS

None.

ACTION ITEMS

2-A Consideration and Approval of the December 16, 2021 Regular Meeting Minutes.

Director Esparza moved to approve the minutes of the December 16, 2021 Regular Meeting Minutes with changes. The motion was seconded by Vice Chairman Scaief and carried unanimously.

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 Secretary Nelson and carried unanimously.

Note: Director Villegas joined the meeting at 12:03 P.M.

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.

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

The Claims are as follows:

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

Mr. Victor Barron, RMA Controller went over the financial statements for December.

Treasurer Villarreal moved to approve the financial statements for December 2021. The motion was seconded by Director Esparza and carried unanimously.

The Financial Statements are as follows:

2-E Consideration and Approval of Cameron County Regional Mobility Authority's Amended Travel Policy to Comply with U.S. General Services Administration (GSA) Per Diem and IRS Mileage Rates 2022

Mr. Victor Barron, RMA Controller went over the Cameron County Regional Mobility Authority's Amended Travel Policy to Comply with U.S. General Services Administration (GSA) Per Diem and IRS Mileage Rates 2022

Director Esparza moved to approve the Cameron County Regional Mobility Authority's Amended Travel Policy to Comply with U.S. General Services Administration (GSA) Per Diem and IRS Mileage Rates 2022. The motion was seconded by Vice Chairman Scaief and carried unanimously.

The Policy is as follows:

2-F Consideration and Approval of an Agreement Between the Cameron County Regional Mobility Authority and Hanson Professional Services, Inc.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the need for an Agreement Between the Cameron County Regional Mobility Authority and Hanson Professional Services, Inc.

Director Esparza moved to approve an Agreement Between the Cameron County Regional Mobility Authority and Hanson Professional Services, Inc. subject to TxDOT approval. The motion was seconded by Secretary Nelson and carried unanimously.

The Agreement is as follows:

2-G Consideration and Approval of Agreement Between the Cameron County Regional Mobility Authority and GDJ Engineering, LLC.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the need for an Agreement between the Between the Cameron County Regional Mobility Authority and GDJ Engineering, LLC.

Director Esparza moved to approve an Agreement Between the Cameron County Regional Mobility Authority and GDJ Engineering, LLC subject to TxDOT approval. The motion was seconded by Director Garza and carried unanimously.

The Agreement is as follows:

2-H Consideration and Approval of an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority Regarding an Administration Building & Parking Lot 10.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority Regarding an Administration Building & Parking Lot 10.

Vice Chairman Scaief moved to approve an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority Regarding an Administration Building & Parking Lot 10. The motion was seconded by Director Esparza and carried unanimously.

The Interlocal is as follows:

2-I Consideration and Approval of an Amended Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding an Administration Building & Parking Lot, Maintenance Warehouse, Registration Office, Parking Lot 10, Toll Gantry/Toll Booths at Isla Blanca Park.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for an Amended Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding an Administration Building & Parking Lot, Maintenance Warehouse, Registration Office, Parking Lot 10, Toll Gantry/Toll Booths at Isla Blanca Park.

Secretary Nelson moved to approve an Amended Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding an Administration Building & Parking Lot, Maintenance Warehouse, Registration Office, Parking Lot 10, Toll Gantry/Toll Booths at Isla Blanca Park. The motion was seconded by Treasurer Villarreal and carried unanimously.

The Interlocal is as follows:

- 2-J Consideration and Approval to Award Bid Number 2021 – 006 to Peacock General Contractors, Inc. and to Approve a Contract Between the Cameron County Regional Mobility Authority and Peacock General Contractors, Inc. for the Pedro “Pete” Benavides Park Pavilion.**

Mr. Pete Sepulveda, Jr., RMA Executive Director explained to the Board the need to Award Bid Number 2021 – 006 to Peacock General Contractors, Inc. and to Approve a Contract Between the Cameron County Regional Mobility Authority and Peacock General Contractors, Inc. for the Pedro “Pete” Benavides Park Pavilion.

Vice Chairman Scaief moved to approve to Award Bid Number 2021 – 006 to Peacock General Contractors, Inc. and to Approve a Contract Between the Cameron County Regional Mobility Authority and Peacock General Contractors, Inc. for the Pedro “Pete” Benavides Park Pavilion subject to legal review. The motion was seconded by Secretary Nelson and carried unanimously.

The Contract is as follows:

- 2-K Consideration and Action to Select Noble Texas Builders, LLC as the Respondent Submitting the Proposal Offering the Best Value for the CCRMA and to Authorize Contract Negotiations with Noble Texas Builders, LLC Pursuant to RFQ 2021-005 for Construction Manager-at-Risk for the Cameron County Parks Administration Building and Warehouse.**

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need to Select Noble Texas Builders, LLC as the Respondent Submitting the Proposal Offering the Best Value for the CCRMA and to Authorize Contract Negotiations with Noble Texas Builders, LLC Pursuant to RFQ 2021-005 for Construction Manager-at-Risk for the Cameron County Parks Administration Building and Warehouse.

Secretary Nelson moved to approve to Select Noble Texas Builders, LLC as the Respondent Submitting the Proposal Offering the Best Value for the CCRMA and to Authorize Contract Negotiations with Noble Texas Builders, LLC Pursuant to RFQ 2021-005 for Construction Manager-at-Risk for the Cameron County Parks Administration Building and Warehouse. The motion was seconded by Treasurer Villarreal and carried unanimously.

- 2-L Consideration and Approval of an Agreement Between the Cameron County Regional Mobility Authority and California Department of Motor Vehicles.**

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for an Agreement Between the Cameron County Regional Mobility Authority and California Department of Motor Vehicles.

Director Esparza moved to approve an Agreement Between the Cameron County Regional Mobility Authority and California Department of Motor Vehicles. The motion was seconded by Treasurer Villarreal and carried unanimously.

The Agreement is as follows:

2-M Consideration and Approval of an Agreement Between the Cameron County Regional Mobility Authority and Commonwealth of Virginia Department of Motor Vehicles.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for of an Agreement Between the Cameron County Regional Mobility Authority and Commonwealth of Virginia Department of Motor Vehicles.

Director Esparza moved to approve an Agreement Between the Cameron County Regional Mobility Authority and California Department of Motor Vehicles. The motion was seconded by Treasurer Villarreal and carried unanimously.

The Agreement is as follows:

2-N Consideration and Approval of a Resolution and an Amendment to the Advance Funding Agreement Between the Cameron County Regional Mobility Authority and the Texas Department of Transportation Regarding SH 550 Gap 2 Project and Authorization for Chairman Parker to Sign Necessary Documents Required by TxDOT Associated with this Advance Funding Agreement.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for a Resolution and an Amendment to the Advance Funding Agreement Between the Cameron County Regional Mobility Authority and the Texas Department of Transportation Regarding SH 550 Gap 2 Project and Authorization for Chairman Parker to Sign Necessary Documents Required by TxDOT Associated with this Advance Funding Agreement.

Secretary Nelson moved to approve the Resolution and an Amendment to the Advance Funding Agreement Between the Cameron County Regional Mobility Authority and the Texas Department of Transportation Regarding SH 550 Gap 2 Project and Authorization for Chairman Parker to Sign Necessary Documents Required by TxDOT Associated with this Advance Funding Agreement subject to final legal review. The motion was seconded by Director Esparza and carried unanimously.

The Resolution is as follows:

2-O Consideration and Approval of a Change Order with TollPlus, LLC to Allow Adjustments to be Transmitted via the Bridges Host to be Sent to the Back Office System for the Cameron County Regional Mobility Authority as Requested by the Cameron County International Bridge System.

Mr. Pete Sepulveda, Jr., RMA Executive Director, explained the need for a Change Order with TollPlus, LLC to Allow Adjustments to be Transmitted via the Bridges Host to be Sent to the Back

Office System for the Cameron County Regional Mobility Authority as Requested by the Cameron County International Bridge System.

Treasurer Villarreal moved to approve the Change Order with TollPlus, LLC to Allow Adjustments to be Transmitted via the Bridges Host to be Sent to the Back Office System for the Cameron County Regional Mobility Authority as Requested by the Cameron County International Bridge System. The motion was seconded by Director Esparza and carried unanimously.

The Change Order is as follows:

Secretary Nelson made a motion to go into executive session at 12:24 PM. The motion was seconded by Director Esparza and carried unanimously.

3 – EXECUTIVE SESSION

- 3-A Confer with the Cameron County Regional Mobility Authority's Legal Counsel Regarding Legal Issues Associated with the Whipple Road Project, Pursuant to V.T.C.A., Government Code, Section 551.071 (1) and (2).

Treasurer Villarreal made a motion to come back into open session at 12:39 PM. The motion was seconded by Vice Chairman Scaief and carried unanimously.

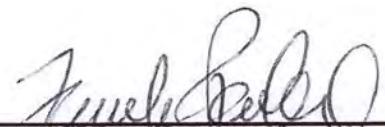
4 -A Possible Action

Secretary Nelson made a motion to proceed as discussed in Executive Session. The motion was seconded by Treasurer Villarreal and carried unanimously.

ADJOURNMENT

There being no further business to come before the Board and upon motion by Treasurer Villareal and seconded by Director Esparza and carried unanimously the meeting was **ADJOURNED** at 12:40 P.M.

APPROVED this 17th day of February 2022.



CHAIRMAN FRANK PARKER, JR.

ATTESTED: 

ARTURO A. NELSON, SECRETARY



IMPROVING MORE THAN JUST ROADS

AGENDA

Regular Meeting of the Board of Directors
of the
Cameron County Regional Mobility Authority
3470 Carmen Avenue, Suite 5
Rancho Viejo, Texas 78575
January 20, 2022
12:00 Noon

PUBLIC COMMENTS:

1. Public Comments.

ITEMS FOR DISCUSSION AND ACTION:

2. Action Items.

- A. Consideration and Approval of the December 16, 2021 Regular Meeting Minutes.
- B. Acknowledgement of Claims.
- C. Approval of Claims.
- D. Consideration and Approval of the Financial Statements and Budget Amendments for the Month of December 2021.
- E. Consideration and Approval of Cameron County Regional Mobility Authority's Amended Travel Policy to Comply with U.S. General Services Administration (GSA) Per Diem and IRS Mileage Rates 2022
- F. Consideration and Approval of an Agreement Between the Cameron County Regional Mobility Authority and Hanson Professional Services, Inc.
- G. Consideration and Approval of an Agreement Between the Cameron County Regional Mobility Authority and GDJ Engineering, LLC.
- H. Consideration and Approval of an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority Regarding an Administration Building & Parking Lot 10.
- I. Consideration and Approval of an Amended Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding an Administration Building & Parking Lot, Maintenance Warehouse, Registration Office, Parking Lot 10, Toll Gantry/Toll Booths at Isla Blanca Park.
- J. Consideration and Approval to Award Bid Number 2021 – 006 to Peacock General Contractors, Inc. and to Approve a Contract Between the Cameron County Regional Mobility Authority and Peacock General Contractors, Inc. for the Pedro "Pete" Benavides Park Pavilion.
- K. Consideration and Action to Select Noble Texas Builders, LLC as the Respondent Submitting the Proposal Offering the Best Value for the CCRMA and to Authorize Contract Negotiations with Noble Texas Builders, LLC Pursuant to RFQ 2021-005 for Construction Manager-at-Risk for the Cameron County Parks Administration Building and Warehouse.

- L. Consideration and Approval of an Agreement Between the Cameron County Regional Mobility Authority and California Department of Motor Vehicles.
- M. Consideration and Approval of an Agreement Between the Cameron County Regional Mobility Authority and Commonwealth of Virginia Department of Motor Vehicles.
- N. Consideration and Approval of a Resolution and an Amendment to the Advance Funding Agreement Between the Cameron County Regional Mobility Authority and the Texas Department of Transportation Regarding SH 550 Gap 2 Project and Authorization for Chairman Parker to Sign Necessary Documents Required by TxDOT Associated with this Advance Funding Agreement.
- O. Consideration and Approval of a Change Order with TollPlus, LLC to Allow Adjustments to be Transmitted via the Bridges Host to be Sent to the Back Office System for the Cameron County Regional Mobility Authority as Requested by the Cameron County International Bridge System.

3. **EXECUTIVE SESSION**

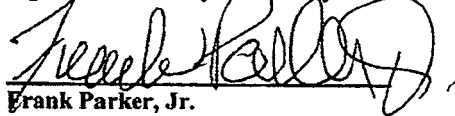
- A. Confer with the Cameron County Regional Mobility Authority's Legal Counsel Regarding Legal Issues Associated with the Whipple Road Project, Pursuant to V.T.C.A., Government Code, Section 551.071 (1) and (2).

4. **ACTION RELATIVE TO EXECUTIVE SESSION**

- A. Possible Action

ADJOURNMENT:

Signed this 17th day of January 2022


Frank Parker, Jr.
Chairman

NOTE:

Participation by Telephone Conference Call – One or more members of the CCRMA Board of Directors may participate in this meeting through a telephone conference call, as authorized by Sec. 370.262, Texas Transportation Code. Each part of the telephone conference call meeting that by law must be open to the public shall be audible to the public at the meeting location and will be recorded. On conclusion of the meeting, the recording will be made available to the public.

2-B ACKNOWLEDGEMENT OF CLAIMS.



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims January 13, 2022

100 Operation

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Bank of New York Mellon	252-2442237	\$ 1,250.00	TX Rev & Tax Refunding Bond Series 2016 Dec 2021-Dec 2022	Indirect	Y	Local	Ope
CheckMark	119054 12/21	48.00	TimeClock services Dec 2021	Indirect	Y	Local	Ope
Lone Star Shredding Document Storage	1972693	67.50	Shredding Services Dec 2021	Indirect	Y	Local	Ope
PEDRO SEPULVEDA JR.	Travel PSJ 12.30.21	559.44	Travel Reimbursement PSJ Dec 2021	Indirect	Y	Local	Ope
Charter Communications	0121858010922	1,161.51	Internet/Phones Jan 2022	Indirect	Y	Local	Ope
		<u>3,086.45</u>					

100 Operation Interlocal

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
AIM Media Texas	40016751-1221	\$ 2,410.00	3010 BH Classified Legal Inv to Bid Const of Benavides 12/21	CC - Parks	Y	Local	Ope
		<u>2,410.00</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 1.12.22	\$ 3,645.00	Envelope order 100,000 qty 1.12.22	Indirect	Y	Local	Tolls
LexisNexis Risk Solutions FL Inc	1546392-20211231	110.13	Address and Name Lookup December 2021	Indirect	Y	Local	Tolls
Luis Gonzalez	Refund DV LG 1.10.22	13.00	Refund Request DV for Luis Gonzalez 1.10.22	Indirect	Y	Local	Tolls
Pharr Economic Development	Table Bronze 2022	1,250.00	Table Sponsorship for State of the City Bronze FY2022	Indirect	Y	Local	Tolls
Teesidel SA	0122	2,652.25	Maintenance December 2021	Pharr-Reynosa Intl	Y	Local	Tolls
Charter Communications	0121858010922	1,161.50	Internet/Phones Jan 2022	Indirect	Y	Local	Tolls
United States Postal Service	USPS FC 1.5.22	5,800.00	First Class Stamps Replenishment Jan 2022	Indirect	Y	Local	Tolls
United States Postal Service	USPS Int'l 1.5.22	260.00	International Stamps Replenishment Jan 2022	Indirect	Y	Local	Tolls
United States Postal Service	USPS Repl 1.5.22-2	5,000.00	Postage Acct Replenishment Jan 2022	Indirect	Y	Local	Tolls
Verizon Wireless	9895753529	88.32	Cell Phone/Internet HotSpot Dec 2021	Indirect	Y	Local	Tolls
		<u>19,980.20</u>					
	Operations	\$ 3,086.45					
	Oper Interlocal	2,410.00					
	Tolls	19,980.20					
	Total Transfer	<u>\$ 25,476.65</u>					

Reviewed by:

Monica R. Ibarra,
Accounting Clerk

M.R. Ibarra 1.13.22

Victor J. Barron,
Controller

Victor Barron 1.13.22

Pete Sepulveda Jr.,
Executive Director

P. Sepulveda Jr. 1.13.22



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims January 6, 2022

100 Operation

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	AMEX Dec 2021	\$ 759.16	Credit Card Charges Dec 2021	Indirect	Y	Local	Ope
CDW Government LLC, CDW	P900104	1,955.84	Battery Backup for Admin/Tolls Offices	Indirect	Y	Local	Ope
CDW Government LLC, CDW	P916211	488.96	Battery Backup for Admin/Tolls Offices	Indirect	Y	Local	Ope
Culligan of the Rio Grande Valley	320895 12/21	28.96	Bottled water delivery Dec 2021	Indirect	Y	Local	Ope
JWH and Associates, Inc.	1121	10,750.00	SH 550 Gap II Railroad Issues and Harlingen Switchyard	SH550 GAP II	Y	Local	Ope
JWH and Associates, Inc.	122	5,106.85	Gap II Railroad Issues and Harlingen Switchyard Dec	SH550 GAP II	Y	Local	Ope
Toshiba Financial Services	39165453	311.23	Admin Printer Jan 2022	Indirect	Y	Local	Ope
		<u>19,401.00</u>					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Allied Electronics & Automation	9015469340	\$ 1,081.35	Power Supplies for IT	Indirect	Y	Local	Tolls
American Express	AMEX Dec 2021	183.99	Credit Card Charges Dec 2021	Indirect	Y	Local	Tolls
Culligan of the Rio Grande Valley	320895 12/21	57.95	Bottled water delivery Dec 2021	Indirect	Y	Local	Tolls
Law Enforcement Systems LLC	1006398	1,119.04	Out of State DMV Records Dec 2021	Indirect	Y	Local	Tolls
Kapsch TrafficCom USA, Inc	486022SI01664	14,274.00	Toll System Maintenance Support Nov 2021	Indirect	Y	Local	Tolls
Matus Contractor Company	402	5,500.00	Grass, garbage, and herbicide FM550 to HWY 77	Indirect	Y	Local	Tolls
Matus Contractor Company	403	4,000.00	Grass, garbage, and herbicide Gap 1 and direct connector 1&2	Indirect	Y	Local	Tolls
Prisciliano Delgado	10729	250.00	Lawn Care December 2021	Indirect	Y	Local	Tolls
Public Utilities Board	PUB 600710 12/21	201.16	Electricity 1100 Fm 511 Hwy Bro Dec 2021	Direct Connectors -	Y	Local	Tolls
Texas Department of Motor Vehicles	TxDMV Repl 1.5.22	3,000.00	Name and Address Lookup Acet Replenishment 1.5.22	Indirect	Y	Local	Tolls
Charter Communications	2868066010322	259.13	Ethernet Intrastate 8066 Jan 2022	Direct Connectors -	Y	Local	Tolls
United States Postal Service	USPS Replen 1.5.22	15,000.00	Postage Acet Replinsihment Jan 2022	Indirect	Y	Local	Tolls
		<u>44,926.62</u>					
	Operations	\$ 19,401.00					
	Tolls	<u>44,926.62</u>					
	Total Transfer	<u>\$ 64,327.62</u>					

Reviewed by:

Monica R. Ibarra,
Accounting Clerk

Monica R. Ibarra 1.6.22

Victor J. Barron,
Controller

Victor J. Barron 1.6.22

Pete Sepulveda Jr.,
Executive Director

Pete Sepulveda Jr. 01.06.22



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims December 29, 2021

100 Operation

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Direct Energy Business, LLC	213550047731098	\$ 35.80	Electricity Ste 7 Dec 2021	Indirect	Y	Local	Ope
Direct Energy Business, LLC	213550047731099	51.18	Electricity Ste 3 Dec 2021	Indirect	Y	Local	Ope
Direct Energy Business, LLC	213550047731100	28.34	Electricity Ste 5 Dec 2021	Indirect	Y	Local	Ope
Direct Energy Business, LLC	213550047731101	25.14	Electricity Ste 4 Dec 2021	Indirect	Y	Local	Ope
Gexa Energy, LP	32900157	39.54	Electricity Ste 6 Dec 2021	Indirect	Y	Local	Ope
MPC Studios, Inc	31033	125.00	Website hosting Jan 2022	Indirect	Y	Local	Ope
TML Health Benefits Pool	PCAMERO62201	7,439.92	Employee Health Insurance Jan 2021	Indirect	Y	Local	Ope
TTI - ENVR19	TTI-TTF22	465.00	2022 Texas Transportation Forum	Indirect	Y	Local	Ope
		<u>8,209.92</u>					

100 Operation Interlocal

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
S&B Infrastructure, LTD	U2716.400-09	\$ 4,835.38	SH 550 Gap II WA 4 Nov 2021	SH550 GAP II	Y	Local	Ope
		<u>4,835.38</u>					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Direct Energy Business, LLC	213550047731801	\$ 162.86	Electricity Tolls Dec 2021	Indirect	Y	Local	Tolls
Direct Energy Business, LLC	213570047749201	216.12	Electricity 570 Fm 511 Dec 2021	Direct Connectors -	Y	Local	Tolls
Direct Energy Business, LLC	213570047749202	302.99	Electricity 1895 Fm 511 #1 Dec 2021	FM1847 - SH550	Y	Local	Tolls
Gexa Energy, LP	32903697	249.63	Electricity 1505 Fm 511 & 1705 Fm 511 Dec 2021	Direct Connectors -	Y	Local	Tolls
CIMPRESS USA Incorporated/ National Pen Co., LLC	43572196912	1,575.95	National Pen Co Fuego Marketing Supplies	Indirect	Y	Local	Tolls
NSA Property Holdings, LLC d/b/a Move It Storage- North	Storage #242 1/22	214.00	Storage Unit #242 Jan 2021	Indirect	Y	Local	Tolls
Professional Account Management, LLC	PAM 12.22.21 JNC/JCP	1,120.85	Outstanding Collection paid by JNC and JCP 12.22.21	Indirect	Y	Local	Tolls
Staples Business Credit	328311957	267.92	Office supplies ordered	Indirect	Y	Local	Tolls
Staples Business Credit	336392051	430.30	Office supplies ordered	Indirect	Y	Local	Tolls
TML Health Benefits Pool	PCAMERO62201	6,098.26	Employee Health Insurance Jan 2021	Indirect	Y	Local	Tolls
Toshiba Financial Services	39092125	296.86	Tolls Printer Dec 2021	Indirect	Y	Local	Tolls
		<u>10,935.74</u>					
Operations		\$ 8,209.92					
Oper Interlocal		4,835.38					
Tolls		10,935.74					
Total Transfer		<u>\$ 23,981.04</u>					

Reviewed by:

Monica R. Ibarra,
Accounting Clerk

Monica R. Ibarra 12.29.21

Victor J. Barron,
Controller

Victor J. Barron 12.29.21

Pete Sepulveda Jr.,
Executive Director

Pete Sepulveda Jr. 12.29.21



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims December 21, 2021

100 Operation

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Brownsville Chamber of Commerce	732609	\$ 420.00	Membership FY2022	Indirect	Y	Local	Ope
Ericka Trevino	Travel ET 12.16.21	165.14	Travel Reimbursement ET 12.16.21	Indirect	Y	Local	Ope
Maria D Mayorga	Travel LM 12.20.21	107.09	Travel Reimbursement LM 12.20.21	Indirect	Y	Local	Ope
Pathfinder Public Affairs, Inc	47	12,000.00	Consulting Services Nov 2021	Indirect	Y	Local	Ope
Rentfro, Irwin, & Irwin, 1216 P.L.L.C		2,560.00	Legal Services Settlement Dec 2021	Indirect	Y	Local	Ope
Rentfro, Irwin, & Irwin, 1217 P.L.L.C		2,440.00	Legal Services Dec 2021	Indirect	Y	Local	Ope
		<u>17,692.23</u>					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Fagan Consulting LLC	CCR-2111R1	\$ 184.08	Operation Support Business Rules Update Nov 2021	Indirect	Y	Local	Tolls
Time Warner Cable Business Class	0879673121521	289.75	Ethernet Intrastate Dec 2021	Direct Connectors - SH550	Y	Local	Tolls
United States Postal Service	USPS Repl 12.20.21	15,000.00	Postage Replenishment Dec 2021	Indirect	Y	Local	Tolls
		<u>15,473.83</u>					
	Operations	\$ 17,692.23					
	Tolls	<u>15,473.83</u>					
	Total Transfer	<u>\$ 33,166.06</u>					

Reviewed by:

Monica R. Ibarra,
Accounting ClerkMonica R Ibarra 12.21.21

DocuSigned by:

Victor J. Barron,
ControllerVictor Barron 12/21/2021

DocuSigned by:

Pete Sepulveda Jr.,
Executive DirectorP. Sepulveda Jr. 12/21/2021

TA9ZBEDAEE9C45A...



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims December 16, 2021

100 Operation

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Aflac	428674	\$ 235.82	Employee Supplemental Insurance Dec 2021	Indirect	Y	Local	Ope
Bank of New York Mellon	252-2434423	1,250.00	VRF Revenue Refunding Bonds Series 2017 12/21-11/22	Indirect	Y	Local	Ope
CheckMark	119054 11/21	43.75	Time Clock Service Nov 2021	Indirect	Y	Local	Ope
E.A. Stone dba Gulf Data Products	113140	39.95	Business Cards for A. Garcia and Customer Service Rep 500qty	Indirect	Y	Local	Ope
MPC Studios, Inc	30999	125.00	Website Hosting and Maintenance Dec 2021	Indirect	Y	Local	Ope
South Padre Island Chamber of Commerce	15535	265.00	Membership Renewal FY 2022	Indirect	Y	Local	Ope
Time Warner Cable Business Class	0121858120921	1,161.51	Internet/Phones Tolls Dec 2021	Indirect	Y	Local	Ope
Toshiba Financial Services	38972238	311.23	Admin Printer Dec 2021	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030007806 11/21	36.43	Water and Waste Water Ste 7 Nov 2021	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030007907 11/21	34.92	Water and Waste Water Ste 6 Nov 2021	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008005 11/21	36.06	Water and Waste Water Ste 4 Nov 2021	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008105 11/21	34.55	Water and Waste Water Ste 3 Nov 2021	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008406 11.21	34.17	Water and Waste Water Ste 5 Nov 2021	Indirect	Y	Local	Ope
		<u>3,608.39</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	113140	\$ 39.95	Business Cards for A. Garcia and Customer Service Rep 500qty	Indirect	Y	Local	Tolls
LexisNexis Risk Solutions FL Inc	1546392-20211130	110.13	Address and Name Lookup Nov 2021	Indirect	Y	Local	Tolls
Public Utilities Board	588837 12/21	213.64	Electricity 180042 SH 550 Dec 2021	Port Spur - SH550	Y	Local	Tolls
Ruben Aguirre	Refund Ck RA 12.9.21	127.69	Requesting check for Ruben Aguirre closed RBP acct.	Indirect	Y	Local	Tolls
Teesidel SA	1221	2,652.25	Pharr Maintenance Nov 2021	Pharr-Reynosa Intl	Y	Local	Tolls
Time Warner Cable Business Class	0121858120921	1,161.50	Internet/Phones Tolls Dec 2021	Indirect	Y	Local	Tolls
TML	9384 12.1.21	6,107.00	Workers' Comp Audit 2020/Workers' Comp 2021	Indirect	Y	Local	Tolls
Intergovernmental Risk Valley Municipal Utility District	3010066802 11/21	37.57	Water and Waste Water Tolls Nov 2021	Indirect	Y	Local	Tolls
		<u>10,449.73</u>					
Operations		\$ 3,608.39					
Tolls		10,449.73					
Total Transfer		<u>\$ 14,058.12</u>					

Reviewed by:

Monica R. Ibarra,
Accounting Clerk

M R Ibarra 12.16.21

Victor J. Barron,
Controller

V J Barron 12.16.21

Pete Sepulveda Jr.,
Executive Director

P Sepulveda Jr 12.16.21

2-C APPROVAL OF CLAIMS.



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
BOD Claims January 20, 2022

100 Interlocal Agreements

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
S&B Infrastructure, LTD	U2716.222-01	\$ 202,647.34	East Loop PS&E, Geo, Utilities WA:22 Sept 2020	SH 32 (East Loop)	Y	Local	Ope
S&B Infrastructure, LTD	U2716.223-02	29,307.14	Isla Blanca Toll Booths Sept 2021 to Nov 2021	CC - Isla Blanca Toll Booths	Y	Local	Ope
S&B Infrastructure, LTD	U2716.224-03	49,458.68	Flor de Mayo Presidential Permit App Nov 2021	Flor De Mayo Bridge	Y	Local	Ope
Foremost Paving, Inc	222019-001	160,369.20	Isla Blanca Park Paving Dec 2021	CC - Isla Blanca Park	Y	Local	Ope
		<u>441,782.36</u>					

525 Interlocal Agreements

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
TollPlus LLC	US2100167	\$ 6,461.34	Maint and Support Back Office System/Pharr Bridge Dec 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
Texas Municipal League	9384 1.1.22	\$ 16,798.25	Coastal Wind Coverage and Automobile Liability Jan 2022	Indirect	Y	Local	Toll
Intergovernmental Risk							
TollPlus LLC	US2100167	15,839.01	Maint and Support Back Office System/Pharr Bridge Dec 2021	Indirect	Y	Local	Toll
		<u>32,637.26</u>					
Oper Interlocal		441,782.36					
Tolls Interlocal		6,461.34					
Tolls		<u>32,637.26</u>					
Total Transfer		<u>\$ 480,880.96</u>					

Reviwed by:

Victor J. Barron,
Controller

DocuSigned by:

Victor Barron

1/14/2022

Pete Sepulveda Jr,
Executive Director

DocuSigned by:

PJ S

1/14/2022

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



DECEMBER 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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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Statement of Revenues and Expenditures - Monthly R&E - Unposted
Transactions Included In Report From 12/1/2021 Through 12/31/2021

	Current Period Actual	Current Period Budget - Original	Budget - Variance Original	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
Operating Revenues							
Vehicle registration fees	\$ 268,370	\$ 283,333	\$ (14,963)	\$ 763,730	\$ 3,400,000	\$ (2,636,270)	\$ 753,851
Interlocal agreements	17,583	29,250	(11,667)	52,295	351,000	(298,705)	30,000
Other revenues	800	800	-	1,213	9,600	(8,388)	-
Total Operating Revenues	286,753	313,383	(26,630)	817,238	3,760,600	(2,943,363)	783,851
Operating Expenses							
Personnel costs	187,012	106,832	(80,180)	330,002	1,281,987	951,985	282,675
Professional services	23,558	29,592	6,034	57,809	355,100	297,291	79,423
Advertising & marketing	545	1,375	830	1,670	16,500	14,830	375
Data processing	530	1,000	470	939	12,000	11,061	841
Dues & memberships	458	1,667	1,209	1,050	20,000	18,950	585
Education & training	465	833	368	465	10,000	9,535	-
Fiscal agent fees	2,500	4,467	1,967	6,370	53,600	47,230	3,470
Insurance	-	667	667	-	8,000	8,000	-
Maintenance & repairs	18	4,167	4,149	1,231	50,000	48,769	-
Office supplies	2,555	2,250	(305)	9,624	27,000	17,376	891
Leases	311	311	0.25	934	3,735	2,801	20,041
Travel	832	2,083	1,251	1,761	25,000	23,239	82
Utilities	1,617	2,250	633	5,149	27,000	21,851	4,979
Contingency	-	10,417	10,417	6,690	125,000	118,310	-
Total Operating Expenses	220,401	167,910	(52,491)	423,694	2,014,922	1,591,228	393,362
Total Operating Income (Loss)	66,352	145,473	(79,121)	393,544	1,745,678	(1,352,134)	390,489
Non Operating Revenues							
Interest income	9,604	4,583	5,021	29,766	55,000	(25,234)	17,076
TRZ revenue	-	183,333	(183,333)	-	2,200,000	(2,200,000)	-
Total Non Operating Revenues	9,604	187,917	(178,313)	29,766	2,255,000	(2,225,234)	17,076
Non Operating Expenses							
Debt interest	-	158,807	158,807	-	1,905,678	1,905,678	-
Debt interest-LOC	-	2,083	2,083	-	25,000	25,000	380
Project expenses	51,823	172,500	120,677	62,026	2,070,000	2,007,974	13,363
Total Non Operating Expenses	51,823	333,390	281,567	62,026	4,000,678	3,938,652	13,743
Total Changes in Net Position	\$ 24,133	\$ -	\$ 24,133	\$ 361,284	\$ -	\$ 361,284	\$ 393,822

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Toll Operations Revenues Expenses - Cash - Toll Operations Revenues Expenditures - Cash - Unposted
Transactions Included In Report From 12/1/2021 Through 12/31/2021

	Current Period Actual	Current Period Budget - Original	Budget - Variance Original	Current Year Actual	Annual Budget - Original	Budget Variance - Original	Prior Year Actual
Toll Operating Revenues							
TPS Revenues	\$ 69,754	\$ 163,750	\$ (93,996)	\$ 436,221	\$ 1,965,000	\$(1,528,779)	\$ 518,398
Interop Revenues							
Interop revenues	81,808	71,250	10,558	287,114	855,000	(567,886)	216,793
Bridge interoperability	51,883	41,667	10,216	138,457	500,000	(361,543)	133,772
Total Interop Revenues	133,691	112,917	20,774	425,571	1,355,000	(929,429)	350,565
Other Toll Revenues							
Interlocal agreement	12,176	13,490	(1,314)	40,707	161,880	(121,173)	36,211
Total Other Toll Revenues	12,176	13,490	(1,314)	40,707	161,880	(121,173)	36,211
Total Toll Operating	215,621	290,157	(74,536)	902,499	3,481,880	(2,579,381)	905,174
Toll Operating Expenses							
Personnel costs	66,043	52,894	(13,149)	137,601	634,724	497,123	135,911
Transaction processing costs	34,865	43,967	9,102	119,332	527,600	408,268	116,114
Toll system maintenance/IT	22,484	22,750	266	67,251	273,000	205,749	64,928
Roadside maintenace	38,387	38,967	580	106,168	467,600	361,432	100,326
CSC indirect/overhead costs	4,397	25,099	20,702	32,204	301,190	268,986	35,004
Total Toll Operating	166,176	183,676	17,500	462,556	2,204,114	1,741,558	452,283
Total Operating Income (Loss)	49,445	106,481	(57,036)	439,943	1,277,766	(837,823)	452,891
Non Operating Revenues							
Pass through grant	0	115,417	(115,417)	0	1,385,000	(1,385,000)	0
Total Non Operating	0	115,417	(115,417)	0	1,385,000	(1,385,000)	0
Non Operating Expenses							
Debt interest	0	221,897	221,897	0	2,662,766	2,662,766	0
Total Non Operating	0	221,897	221,897	0	2,662,766	2,662,766	0
Changes in Net Position	\$ 49,445	\$ -	\$ 49,445	\$ 439,943	\$ -	\$ 439,943	\$ 452,891

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Combined Statement of Revenues and Expenses - Unposted
Transactions Included In Report From 12/1/2021 Through 12/31/2021

	Current Period		Current Period		Annual Budget		Prior Year
	Current Period Actual	Budget - Original	Budget - Variance	Current Year Actual	Annual Budget - Original	Variance - Original	
Operating Revenues							
Vehicle registration fees	\$ 268,370	\$ 283,333	\$ (14,963)	\$ 763,730	\$ 3,400,000	\$ (2,636,270)	\$ 753,851
Interlocal agreement	30,559	43,540	(12,981)	94,214	522,480	(428,266)	66,211
Toll revenues	203,444	276,667	(73,223)	861,793	3,320,000	(2,458,207)	868,963
Total Operating Revenues	502,373	603,540	(101,167)	1,719,737	7,242,480	(5,522,743)	1,689,025
Operating Expenses							
Personnel costs	253,055	159,726	(93,329)	467,603	1,916,711	1,449,108	418,586
Accounting software and	0	208	208	0	2,500	2,500	2,274
Professional services	18,558	25,217	6,659	42,558	302,600	260,042	72,620
Contractual services	5,000	6,250	1,250	16,293	75,000	58,707	5,550
Advertising & marketing	545	7,625	7,080	6,397	91,500	85,103	2,408
Data processing	530	1,000	470	1,122	12,000	10,878	841
Dues & memberships	458	2,250	1,792	1,050	27,000	25,950	585
Education & training	465	1,667	1,202	664	20,000	19,336	0
Fiscal agent fees	2,500	4,900	2,400	6,370	58,800	52,430	4,720
Insurance	9,991	7,250	(2,741)	26,789	87,000	60,211	16,024
Maintenance & repairs	1,326	5,833	4,507	9,155	70,000	60,845	1,310
Office supplies	18,460	24,500	6,040	65,703	294,000	228,297	61,788
Road maintenance	58,100	64,333	6,233	174,036	772,000	597,964	184,616
Leases	822	4,687	3,865	4,588	56,247	51,659	29,862
Toll services	10,675	13,967	3,292	36,117	167,600	131,483	24,051
Travel	1,133	3,333	2,200	2,173	40,000	37,827	130
Utilities	4,958	6,700	1,742	15,073	80,400	65,327	20,282
Contingency	0	12,140	12,140	10,558	145,678	135,120	0
Total Operating Expenses	386,576	351,586	(34,990)	886,249	4,219,036	3,332,787	845,647
Net Change from Operations	115,797	251,954	(136,157)	833,488	3,023,444	(2,189,956)	843,378
Non Operating Revenue							
Pass through grant revenues	0	115,417	(115,417)	0	1,385,000	(1,385,000)	0
Interest income	9,604	4,583	5,021	29,766	55,000	(25,234)	17,076
TRZ Revenue	0	183,333	(183,333)	0	2,200,000	(2,200,000)	0
Total Non Operating	9,604	303,333	(293,729)	29,766	3,640,000	(3,610,234)	17,076
Non Operating Expenses							
Bond Debt Expense	0	380,704	380,704	0	4,568,444	4,568,444	0
Debt Interest - LOC	0	2,083	2,083	0	25,000	25,000	380
Project expenses	51,823	172,500	120,677	62,026	2,070,000	2,007,974	13,363
Total Non Operating	51,823	555,287	503,464	62,026	6,663,444	6,601,418	13,743
Changes in Net Position	\$ 73,578	\$ -	\$ 73,578	\$ 801,228	\$ -	\$ 801,228	\$ 846,711

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Revenues and Expenditures

From 12/1/2021 Through 12/31/2021

	Cameron County	Federal Funds	Total
<hr/>			
Non Operating Revenues			
Revenues			
West Rail Corridor	\$ -	\$ -	\$ -
SH550 GAP II	-	3,868	3,868
SH 32 (East Loop)	20,108	-	20,108
Whipple Road	-	-	-
Flor De Mayo Bridge	49,459	-	49,459
CC - Old Alice Road	-	-	-
CC - Consulting Services PF	8,000	-	8,000
CC - Administration Building & Parking Lot	-	-	-
CC- Isla Blanca Toll Booths	29,307	-	29,307
CC- Benavides Park Basketball Court	2,410	-	2,410
CC - Parks	-	-	-
Total revenues	<u>109,284</u>	<u>3,868</u>	<u>113,153</u>
Total Non Operating Revenues	<u>109,284</u>	<u>3,868</u>	<u>113,153</u>
<hr/>			
Non Operating Expenses			
Project expenses			
SH550 GAP II	-	3,868	3,868
SH 32 (East Loop)	20,108	-	20,108
Whipple Road	-	-	-
Flor De Mayo Bridge	49,459	-	49,459
CC - Old Alice Road	-	-	-
CC - Consulting Services PF	8,000	-	8,000
CC - Administration Building & Parking Lot	-	-	-
CC- Isla Blanca Toll Booths	29,307	-	29,307
CC- Benavides Park Basketball Court	2,410	-	2,410
CC - Parks	-	-	-
Total Project expenses	<u>109,284</u>	<u>3,868</u>	<u>113,153</u>
Total Non Operating Expenses	<u>109,284</u>	<u>3,868</u>	<u>113,153</u>
<hr/>			
Total Changes in Net Position	\$ -	\$ -	\$ -
<hr/>			

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Revenues and Expenditures

From 10/1/2021 Through 9/30/2022

	Cameron County	Federal Funds	Total
<hr/>			
Non Operating Revenues			
Revenues			
West Rail Corridor	\$ -	\$ -	\$ -
SH550 GAP II	-	8,181	8,181
SH 32 (East Loop)	20,108	-	20,108
Whipple Road	-	-	-
Flor De Mayo Bridge	49,459	-	49,459
CC - Old Alice Road	55,423	-	55,423
CC - Consulting Services PF	24,000	-	24,000
CC - Administration Building & Parking Lot	1,489	-	1,489
CC- Isla Blanca Toll Booths	29,307	-	29,307
CC- Benavides Park Basketball Court	2,410	-	2,410
CC - Parks	-	-	-
Total revenues	<u>182,196</u>	<u>8,181</u>	<u>190,377</u>
Total Non Operating Revenues	<u>182,196</u>	<u>8,181</u>	<u>190,377</u>
<hr/>			
Non Operating Expenses			
Project expenses			
SH550 GAP II	-	8,181	8,181
SH 32 (East Loop)	20,108	-	20,108
Whipple Road	-	-	-
Flor De Mayo Bridge	49,459	-	49,459
CC - Old Alice Road	55,423	-	55,423
CC - Consulting Services PF	24,000	-	24,000
CC - Administration Building & Parking Lot	1,489	-	1,489
CC- Isla Blanca Toll Booths	29,307	-	29,307
CC- Benavides Park Basketball Court	2,410	-	2,410
CC - Parks	-	-	-
Total Project expenses	<u>182,196</u>	<u>8,181</u>	<u>190,377</u>
Total Non Operating Expenses	<u>182,196</u>	<u>8,181</u>	<u>190,377</u>
<hr/>			
Total Changes in Net Position	\$ -	\$ -	\$ -
<hr/>			

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Balance Sheet
As of 12/31/2021

	Current Year
ASSETS	
Current Assets:	
Cash and cash equivalents	\$ 5,339,514
Restricted cash accounts - debt service	8,539,368
Restricted cash - bond proceeds	3,486,346
Accounts receivable, net	
Vehicle Registration Fees - Receivable	765,375
Other	3,338,121
Total Accounts receivable, net	4,103,496
Accounts receivable - other agencies	3,005,032
Accrued interest	0
Total Current Assets:	24,473,756
Non Current Assets:	
Capital assets, net	96,431,351
Capital projects in progress	24,900,322
Unamortized bond prepaid costs	94,960
Net pension asset	122,663
Total Non Current Assets:	121,549,296
Deferred Outflow of Resources	
Deferred outflows related to bond refunding	97,585
Deferred outflow related to pension	192,320
Total Deferred Outflow of Resources	289,905
Total ASSETS	<u>\$ 146,312,957</u>
LIABILITIES	
Current Liabilities	
Accounts payable	\$ 887,615
Accrued expenses	320,301
Deferred revenue	463,542
Total Current Liabilities	1,671,458
Non Current Liabilities	
Due to other agencies	16,134,188
Long term bond payable	77,467,246
Total Non Current Liabilities	93,601,434
Deferred Inflows of Resources	
Deferred inflows related to pension	168,027
Total LIABILITIES	<u>95,440,919</u>
NET POSITION	
Beginning net position	
	49,507,146
Total Beginning net position	49,507,146
Changes in net position	
	1,364,892
Total Changes in net position	1,364,892
Total NET POSITION	<u>50,872,038</u>
TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION	<u>\$ 146,312,957</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Cash Flows

As of 12/31/2021

	Current Period	Current Year
Cash Flows from Operating Activities		
Receipts from vehicle registration fees	\$ -	\$ 570,760
Receipts from interop toll revenues	139,740	405,994
Receipts from TPS toll revenues	79,254	752,248
Receipts from other operating revenues	19,536	83,191
Payments to vendors	(44,166)	(234,495)
Payments to employees	(251,716)	(475,533)
Total Cash Flows from Operating Activities	<u>(57,352)</u>	<u>1,102,165</u>
Cash Flows from Capital and Related Financing Activities		
Acquisitions of property and equipment	0	(546,403)
Acquisitions of construction in progress	(426,232)	(932,091)
Proceeds related to redevelopment assets	123,213	680,238
Payment on interlocal project expenses	(156,976)	(228,402)
Interlocal project proceeds	3,868	(41,819)
Total Cash Flows from Capital and Related Financing Activities	<u>(456,126)</u>	<u>(1,068,477)</u>
Cash Flows from Investing Activities		
Receipts from interest income	<u>9,604</u>	<u>29,766</u>
Total Cash Flows from Investing Activities	<u>9,604</u>	<u>29,766</u>
Beginning Cash & Cash Equivalents	<u>17,869,102</u>	<u>17,301,774</u>
Ending Cash & Cash Equivalents	<u>\$ 17,365,228</u>	<u>\$ 17,365,228</u>

**2-E CONSIDERATION AND APPROVAL OF CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY'S AMENDED TRAVEL POLICY
TO COMPLY WITH U.S. GENERAL SERVICES ADMINISTRATION
(GSA) PER DIEM AND IRS MILEAGE RATES 2022**



REIMBURSEMENT AND TRAVEL POLICY

Travel Arrangements

- Should be made at lowest cost, using the Internet, if possible, to mitigate fees with the guidelines set below for Lodging, Mileage, and Meals. Travel agents may be used on more complicated travel arrangements to reduce staff time and thereby reduce overall costs.
- Employee travel should be done in a manner to minimize time away from work.
- Hotel shuttles should be used when available.
- Additional lodging reimbursement would be allowed only if the reduction in airfare is greater than the extra days lodging and per diems.

Hotel Accommodations

In State or Out of State Lodging must follow the below guidelines for daily rates. These rates match those set by the Texas Comptroller for State of Texas Employee's Travel Reimbursement as of October 1st of every Fiscal Year.

See attachment of GSA Rates

- Executive Staff, Key Personnel, and Board Members are eligible up to twice the amount listed on the attached GSA Rates.
- Exceptions to the attached rates require prior approval by Executive Director and would include:
 - The hotel would reduce total overall costs of travel, such as not requiring a rental car.
 - Time constraints for business meetings would require staying at a closer hotel.
 - Conference Rate.
 - Out of State or Out of Country Travel.

Meals

In State or Out of State meals must follow the below guidelines for daily rates. These rates match those set by the Texas Comptroller for State of Texas Employee's Travel Reimbursement as of October 1st of every Fiscal Year.

See attachment of GSA Rates for Overnight Travel and Textravel Rates for Non-Overnight Travel

- Executive Staff, Key Personnel, and Board Members are eligible up to twice the amount listed on the attached GSA Rates.
- Meals not related to CCRMA business will not be reimbursed.
- Exceptions for meals exceeding the daily rate require justification and approval by Executive Director.
- No reimbursement for alcohol will be allowed.

Incidentals

- Reasonable and customary tips and gratuities can be included in meals and do not require a receipt.
- Parking, toll, and taxi expenses will be reimbursed.
- Other minor expenses should have receipt and justification for reimbursement.
- There will be no reimbursement for parking or traffic violations.
- There will be no reimbursement for entertainment purposes, including hotel movies.

Rental Vehicles

- Should use compact to mid-sized vehicles unless multiple persons traveling.
- Loss Damage Waiver should be used.

Airfare

- Airfare should be booked at the most economical rate as far in advance as reasonably possible.
- Coach, business fares, or internet specials should be used when possible.
- Travel agents may be used on more complicated travel arrangements to reduce staff time and thereby reduce overall costs.
- Cancellation fees or fees for ticket changes will be reimbursed if in the best interests of the CCRMA or a family emergency.

Mileage Reimbursement

Use of a personal vehicle on CCRMA business will be reimbursed using the current Internal Revenue Service Rate for business expense as of January 1st of every calendar year. The CCRMA travel reimbursement form should be used and include:

- Purpose of Travel.
- Dates of Travel.
- Net Mileage (using the CCRMA headquarters as origination point).
- Maximum reimbursement is mileage rate times the number of miles driven.

Food Service at Local Meetings

Food service for local business meeting will be reimbursed. These business meetings are required for the active conduct of CCRMA business and include CCRMA Board meetings and workshops, CCRMA Board Committee meetings, meetings with other governmental entities for CCRMA business. A request for reimbursement should include:

- The Purpose of the Meeting.
- The Time and Location of the Meeting.
- Names of Principal Attendees.
- Approval of Reimbursement by Executive Director.



IRS issues standard mileage rates for 2022

IR-2021-251, December 17, 2021

WASHINGTON — The Internal Revenue Service today issued the 2022 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on January 1, 2022, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- 58.5 cents per mile driven for business use, up 2.5 cents from the rate for 2021,
- 18 cents per mile driven for medical, or moving purposes for qualified active-duty members of the Armed Forces, up 2 cents from the rate for 2021 and
- 14 cents per mile driven in service of charitable organizations; the rate is set by statute and remains unchanged from 2021.

The standard mileage rate for business use is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes is based on the variable costs.

It is important to note that under the Tax Cuts and Jobs Act, taxpayers cannot claim a miscellaneous itemized deduction for unreimbursed employee travel expenses. Taxpayers also cannot claim a deduction for moving expenses, unless they are members of the Armed Forces on active duty moving under orders to a permanent change of station. For more details see [Moving Expenses for Members of the Armed Forces](#).

Taxpayers always have the option of calculating the actual costs of using their vehicle rather than using the standard mileage rates.

Taxpayers can use the standard mileage rate but must opt to use it in the first year the car is available for business use. Then, in later years, they can choose either the standard mileage rate or actual expenses. Leased vehicles must use the standard mileage rate method for the entire lease period (including renewals) if the standard mileage rate is chosen.

[Notice 22-03](#) [PDF](#), contains the optional 2022 standard mileage rates, as well as the maximum automobile cost used to calculate the allowance under a fixed and variable rate (FAVR) plan. In addition, the notice provides the maximum fair market value of employer-provided automobiles first made available to employees for personal use in calendar year 2022 for which employers may use the fleet-average valuation rule in or the vehicle cents-per-mile valuation rule.

Fiscal Management
Glenn Hegar
 Texas Comptroller of Public Accounts

Current Rates

Fiscal 2022 Travel Reimbursement Rates

Employees

In-State or Out-of-State Meals and Lodging	<p>Refer to the GSA's federal <u>Domestic Maximum Per Diem Rates</u>, effective Oct. 1, 2021.</p> <p>If the city is not listed, but the county is listed, use the daily rate of the county.</p> <p>For locations not listed (city or county), the daily rates are:</p> <ul style="list-style-type: none"> • Lodging In-State/Out-of-State: up to \$96. • Meals In-State/Out-of-State: up to \$59.
In-State or Out-of-State Non-Overnight Meals	Not to exceed \$36 daily
Automobile Mileage	<p>58.5 cents per mile (Jan. 1 – Dec. 31, 2022)</p> <p>56 cents per mile (Sept. 1 – Dec. 31, 2021)</p>
Aircraft Mileage	\$1.26 per mile (Sept. 1 – Dec. 31, 2021)

Key Officials

In-State or Out-of-State Meals and Lodging	<p>Up to twice the amount listed on GSA's <u>Domestic Maximum Per Diem Rates</u>.</p> <p>For areas not listed, the daily rates are:</p> <ul style="list-style-type: none"> • Lodging In-State/Out-of-State: up to \$192. • Meals In-State/Out-of-State: up to \$118.
In-State or Out-of-State Non-Overnight Meals	Not to exceed \$72 daily
Automobile Mileage	<p>58.5 cents per mile (Jan. 1 – Dec. 31, 2022)</p> <p>56 cents per mile (Sept. 1 – Dec. 31, 2021)</p>
Aircraft Mileage	\$1.26 per mile (Sept. 1 – Dec. 31, 2021)



FY 2022 Per Diem Rates for Texas

Max lodging by month (excluding taxes.)

Primary Destination	County	2021 Oct	Nov	Dec	2022 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Arlington / Fort Worth / Grapevine	Tarrant County / City of Grapevine	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167
Austin	Travis	\$158	\$140	\$140	\$140	\$161	\$161	\$161	\$161	\$161	\$131	\$131	\$158
Big Spring	Howard	\$136	\$136	\$136	\$136	\$136	\$136	\$136	\$136	\$136	\$136	\$136	\$136
Corpus Christi	Nueces	\$103	\$103	\$103	\$103	\$103	\$103	\$103	\$103	\$103	\$103	\$103	\$103
Dallas	Dallas	\$161	\$161	\$154	\$154	\$154	\$154	\$154	\$154	\$154	\$154	\$154	\$161
El Paso	El Paso	\$98	\$98	\$98	\$98	\$98	\$98	\$98	\$98	\$98	\$98	\$98	\$98
Galveston	Galveston	\$99	\$99	\$99	\$99	\$99	\$99	\$99	\$99	\$132	\$132	\$99	\$99
Houston	Montgomery / Fort Bend / Harris	\$122	\$122	\$122	\$122	\$122	\$122	\$122	\$122	\$122	\$122	\$122	\$122
Midland / Odessa	Midland / Andrews / Ector / Martin	\$183	\$183	\$183	\$183	\$183	\$183	\$183	\$183	\$183	\$183	\$183	\$183
Pecos	Reeves	\$134	\$134	\$134	\$134	\$134	\$134	\$134	\$134	\$134	\$134	\$134	\$134
Plano	Collin	\$122	\$122	\$122	\$122	\$122	\$122	\$122	\$122	\$122	\$122	\$122	\$122
Round Rock	Williamson	\$102	\$102	\$102	\$102	\$102	\$102	\$102	\$102	\$102	\$102	\$102	\$102
San Antonio	Bexar	\$124	\$124	\$124	\$124	\$124	\$124	\$124	\$124	\$124	\$124	\$124	\$124
South Padre Island	Cameron	\$96	\$96	\$96	\$96	\$96	\$105	\$105	\$105	\$105	\$105	\$96	\$96
Standard Rate	Applies for all locations without specified rates	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96
Waco	McLennan	\$107	\$107	\$107	\$107	\$107	\$123	\$123	\$107	\$107	\$107	\$107	\$107



FY 2022 Per Diem Rates for Texas

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel
Arlington / Fort Worth / Grapevine	Tarrant County / City of Grapevine	\$64	\$14	\$16	\$29	\$5	\$48.00
Austin	Travis	\$64	\$14	\$16	\$29	\$5	\$48.00
Big Spring	Howard	\$64	\$14	\$16	\$29	\$5	\$48.00
Corpus Christi	Nueces	\$64	\$14	\$16	\$29	\$5	\$48.00
Dallas	Dallas	\$69	\$16	\$17	\$31	\$5	\$51.75
El Paso	El Paso	\$64	\$14	\$16	\$29	\$5	\$48.00
Galveston	Galveston	\$64	\$14	\$16	\$29	\$5	\$48.00
Houston	Montgomery / Fort Bend / Harris	\$69	\$16	\$17	\$31	\$5	\$51.75
Midland / Odessa	Midland / Andrews / Ector / Martin	\$64	\$14	\$16	\$29	\$5	\$48.00
Pecos	Reeves	\$59	\$13	\$15	\$26	\$5	\$44.25
Plano	Collin	\$64	\$14	\$16	\$29	\$5	\$48.00
Round Rock	Williamson	\$64	\$14	\$16	\$29	\$5	\$48.00
San Antonio	Bexar	\$64	\$14	\$16	\$29	\$5	\$48.00
South Padre Island	Cameron	\$59	\$13	\$15	\$26	\$5	\$44.25
Standard Rate	Applies for all locations without specified rates	\$59	\$13	\$15	\$26	\$5	\$44.25
Waco	McLennan	\$64	\$14	\$16	\$29	\$5	\$48.00

**2-F CONSIDERATION AND APPROVAL OF AN AGREEMENT BETWEEN
THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND
HANSON PROFESSIONAL SERVICES, INC.**

**2-G CONSIDERATION AND APPROVAL OF AN AGREEMENT BETWEEN
THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND
GDJ ENGINEERING, LLC.**

2-H **CONSIDERATION AND OF AN INTERLOCAL AGREEMENT
BETWEEN CAMERON COUNTY AND THE CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY REGARDING AN
ADMINISTRATION BUILDING & PARKING LOT 10.**

STATE OF TEXAS X
 X
 CAMERON COUNTY X

INTERLOCAL COOPERATION AGREEMENT


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

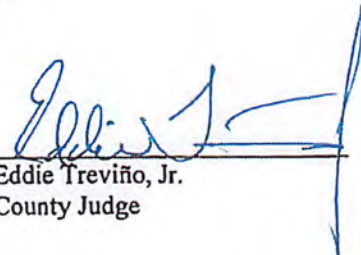
1. **PURPOSE OF INTERLOCAL COOPERATIVE AGREEMENT:** To allow the CCRMA, to design the Cameron County Parks Administration Building and Parking Lot and complete any project development activities to develop the project to a Ready-to-Let Status for construction. This project has bond funds and venue tax funds for construction that will be utilized in a subsequent interlocal agreement for construction of the project.
2. **PROJECT TO BE COMPLETED:** To design the Cameron County Parks Administration Building and Parking Lot to a Ready-to-Let Status.
3. **CCRMA HEREBY AGREES TO:**
 - a. Utilize one of the CCRMA's consultants to develop engineering/design plans, coordinate any utility adjustments, and conduct environmental studies, if necessary.
 - b. Provide monthly progress reports of activities to the COUNTY.
 - c. Provide for consultations with the environmental agencies, if necessary.
 - d. To submit to Cameron County Parks Director, 30%, 60%, 90% and 100% design documents for submittal to Cameron County Commissioners Court for approval.
 - e. To invoice Cameron County Parks on a monthly basis for the County Parks Director to approve and submit for payment to the Cameron County Commissioners Court.
4. **COUNTY HEREBY AGREES TO:**
 - a. To provide funding in the amount of \$148,045.14 for the design of the Cameron County Parks Administration Building and Parking Lot. Scope and Fees are outlined in Exhibit A.
 - b. To Approve the 30%, 60%, 90% and 100% design plans for the Cameron County Parks Administration Building and Parking Lot.
 - c. Utilize 2019 bond funds and Venue tax funds and any other current revenues for payment of services.
5. It is specifically understood and agreed that in the event insufficient funds are appropriated and/or budgeted concerning the obligations under this Interlocal Cooperation Agreement on behalf of either of the Parties, then the Party with the insufficient funds shall notify the other Parties and this Interlocal Cooperation Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to the Party.
6. Any payment made by either party will be made from current revenues of the paying party.
7. This Interlocal Cooperation Agreement constitutes a one-time Agreement between the Parties and does not constitute a continuing Agreement for the CCRMA and COUNTY. The Interlocal Cooperation Agreement expires when the Projects are completed or a 30 day termination notice is given by either CCRMA or COUNTY.

8. The Rules, Regulations and Orders of the CCRMA shall govern this Interlocal Cooperation Agreement and the Parties agree that the CCRMA shall supervise the performance of this Interlocal Cooperation Agreement. It is also agreed that the CCRMA has the authority to employ personnel to engage in other administrative or governmental functions and services necessary to fulfill the terms of this Agreement.
9. The CCRMA and COUNTY hereby find that the foregoing goods and governmental functions and services are reasonably required for the Project and this Interlocal Agreement includes an agreement between the CCRMA and COUNTY pursuant to Tex. Gov't Code Section 791.025 to the extent applicable.
10. This Interlocal Cooperation Agreement shall have no legal force or effect until such time as it is properly Adopted and Approved by the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS and the CAMERON COUNTY COMMISSIONERS COURT.


Executed on this 21 day of April, 2020.

Attested by:


Sylvia Garza-Perez
Cameron County Clerk


Eddie Treviño, Jr.
County Judge

Attested by:


Arturo A. Nelson
CCRMA Secretary

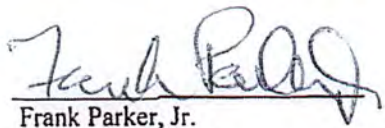

Frank Parker, Jr.
CCRMA Chairman

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) Survey already performed for Cameron County.
- (6) United States Coast Guard Coordination and approval for any encroachments and/or easements required.
- (7) 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.

EXHIBIT B

Services to be Provided by the Engineer

GENERAL DESCRIPTION

For this work authorization, Engineer shall perform activities for the design and construction plans of the **Cameron County Parks Administration Building and a Cameron County Parks Parking lot along PR 100 at the approach of the Isla Blanca Park, Cameron County, Texas.**

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 the following facilities:

**ADMINISTRATION BUILDING:
PARKING LOT:**

**WILL BE DESIGNED FOR 3,300 SF
WILL BE DESIGNED FOR 222 SPACES**

Data Collection:

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

GEOTECHNICAL BORINGS AND INVESTIGATIONS

The **Engineer** shall determine the location of proposed soil borings for proposed foundation and proposed pavement structure.

1. The **Engineer** shall undertake the following drilling program:

Foundation borings:

2 Holes @ 40' depth

Parking Lot Borings***:

6 Holes @ 10' depth

Total 8 Borings

Total Linear Footage – 140 linear feet

2. All geotechnical work should be performed in accordance with the applicable industry standards. American Society for Testing Materials (ASTM) test procedures can be used only in the absence of the State's procedures. All soil classification should be done in accordance with the Unified Soil Classification System.
3. The **Engineer** shall provide a signed, sealed and dated geotechnical report which contains, but is not limited to, soil boring locations, boring logs, laboratory test results, generalized subsurface conditions, ground water conditions, analyses and recommendations for type of foundations and the pavement structure.
4. The **Engineer** shall sign, seal and date soil boring sheets to be used in the construction documents.

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.
- 60%- Midpoint Documents: Development of construction documents to a midpoint level of completion.
- 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 Plans with overall dimensions
- Preliminary Exterior Building Elevations
- Preliminary Building Section(s)
- 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, Electrical and Plumbing 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.

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:

Construction Management Services, Environmental reports, 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 | 45 days | (1.5 Months) |
| 3. Final Construction Documents Phase | 75 days | (2.5 Months) |
| 4. Bidding or Negotiation Phase | 30 days | (1 Month) |

Work Authorization Complete

January 31, 2021

PROJECT: Cameron County Administrative Bldg & Parking Lot
 CLIENT: CCRMA
 CONTRACT: CSJ
 COUNTY: Cameron County
 S & B JOB NO: U2716.220

04/18/20

EXHIBIT D - FEE ESTIMATE

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment D	FIRM	SERVICE	Principal	Quality Manager	Project Manager	Env. Manager	Env. Scientist	Engineer (R)	Senior CADD	CADD Operator (R)	Secretary	TOTAL HRS	ESTIMATED FEE	TOTALS
		SCHEMATIC PHASE														
		Overview of subcontractors	S & B	BASIC			4			4			2	10	\$1,200.00	
		Geotechnical Survey and Report	L & D	SPECIAL										0	\$21,000.00	
		Schematic Documents Parking Lot	GMS	SPECIAL										0	\$6,327.00	
		Schematic Documents Admin Bldg	GMS	SPECIAL										0	\$8,642.50	
		Sub Total (- SCHEMATIC PHASE)			0	0	4	0	0	4	0	0	2	10		\$37,809.50
		DESIGN DOCUMENT PHASE														
		Overview of subcontractors	S & B	BASIC			8			8			2		\$2,758.33	
		Design Development Documents Parking Lot	GMS	SPECIAL										0	\$12,054.00	
		Design Development Documents Admin Bldg	GMS	SPECIAL										0	\$17,325.00	
		Sub Total (- DESIGN DOCUMENT PHASE)			0	0	8	0	0	8	0	0	2	0		\$32,777.33
		CONSTRUCTION DOCUMENTS PHASE														
		Overview of subcontractors	S & B	BASIC			10			10			4	24	\$4,717.15	
		Construction Documents Parking Lot	GMS	SPECIAL										0	\$16,872.00	
		Construction Documents Admin Bldg	GMS	SPECIAL										0	\$13,100.00	
		Sub Total (- CONSTRUCTION DOCUMENTS PHASE)			0	0	10	0	0	10	0	0	4	24		\$44,679.15
		BIDDING PHASE														
		Overview of subcontractors	S & B	BASIC			4			4			2	10	\$1,900.00	
		Construction Documents Parking Lot	GMS	SPECIAL										0	\$6,327.00	
		Construction Documents Admin Bldg	GMS	SPECIAL										0	\$8,642.50	
		Sub Total (- BIDDING PHASE)			0	0	4	0	0	4	0	0	2	10		\$16,856.50
		Project Administration and Coordination														
		Project Coordination Meetings	S & B	BASIC			12			12				24	\$1,316.64	
		Prepare Proj. Meetings Notes	S & B	BASIC									12	12	\$779.80	
		Cameron County RMA Project Coordination	S & B	BASIC			12							12	\$3,293.88	
		Sub Total (- Project Administration and Coordination)			0	0	24	0	0	12	0	0	12	48		\$5,410.40
		LABOR TOTALS														
		Total Hours	MULTIPLIER		0	0	48	0	0	36	0	0	24	92		\$141,029.58
		CONTRACT RATES - \$/HR, W/SSA	27.17		294.48	247.31	2,499.36	181.00	175.24	189.72	115.72	29.90	64.88			
		BASE RATES - \$/HR, NO SSA			19.15	15.75	12.8	4.8	29.77	45	27.43	18.51	17.23			
160		NON LABOR														
		WINDSTORM	GMS	SPECIAL											\$4,000.00	
		TDLR Review	GMS	SPECIAL											\$1,400.00	
		Outside reproduction & submittals @ \$15/submittal	S & B	SPECIAL											\$2,800.00	
		Travel - Message Project Site Visits	S & B	SPECIAL	Message Project	1.0	1.00	2		Message Rate \$15.00	1	1.50			\$175.50	
		Sub Total (F.C. 160)														\$6,415.50
		NON LABOR TOTAL													\$6,415.50	
		BASIC SERVICE TOTAL													\$20,739.58	
		PROJECT TOTAL														\$140,045.14

4/18/2020

- 2-I CONSIDERATION AND APPROVAL OF AN AMENDED INTERLOCAL AGREEMENT BETWEEN CAMERON COUNTY AND THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY REGARDING AN ADMINISTRATION BUILDING & PARKING LOT, MAINTENANCE WAREHOUSE, REGISTRATION OFFICE, PARKING LOT 10, TOLL GANTRY/TOLL BOOTHS AT ISLA BLANCA PARK.**

STATE OF TEXAS)
)
 CAMERON COUNTY)

AMENDED INTERLOCAL COOPERATION AGREEMENT

THIS AMENDED INTERLOCAL COOPERATION AGREEMENT ("Amended Interlocal Cooperation Agreement") is entered into by and between the CAMERON COUNTY, TEXAS, hereinafter referred to as "COUNTY", and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, hereinafter referred to as "CCRMA", pursuant to V.T.C.A., Government Code, and Chapter 791, whereby:

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

WHEREAS, the CCRMA, and the COUNTY, are each units of "local government" as defined in TEX. GOV'T CODE § 791.003(4); and

WHEREAS, Chapter 791 of the Texas Government Code provides that local governments may contract with each other for the performance of governmental functions and services, administrative functions as well as the purchase of goods and services in which the contracting parties are mutually interested; and

WHEREAS, the CCRMA and the COUNTY hereby find that this Amended Interlocal Cooperation Agreement will increase the efficiency and effectiveness of the CCRMA and the COUNTY, as contemplated by TEX. GOV'T CODE § 791.001; and

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

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

WHEREAS, on April 21, 2020 Cameron County and the Cameron County Regional Mobility Authority entered into an Interlocal Agreement Number 2020C0414, and on January 07, 2020 entered into Interlocal Agreement 2020C01007, whereby the CCRMA would provide engineering, design, architectural and construction management services for several projects at the Cameron County Parks System.

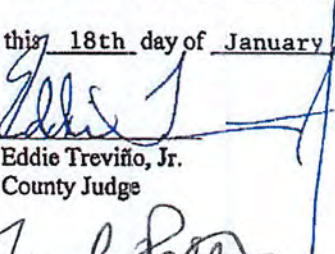
NOW, THEREFORE, the COUNTY and the CCRMA agree to amend Interlocal Agreement Number 2020C04141 to add the following projects:

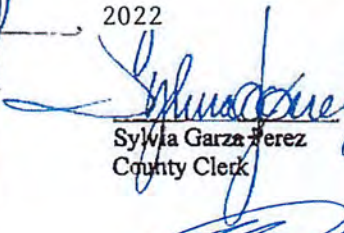
1. Cameron County Parks System Administration Building and Parking Lot, Maintenance Warehouse, Registration Office, Parking Lot 10, Toll Gantry/Toll Booths at Isla Blanca Park. Funding for Engineering and construction will be provided by Cameron County Parks System.

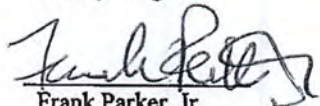
2. It is specifically understood and agreed that in the event insufficient funds are appropriated and/or budgeted concerning the obligations under this Amended Interlocal Cooperation Agreement on behalf of either of the Parties, then the Party with the insufficient funds shall notify the other Parties and this Interlocal Cooperation Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability, or expense to the Party.
3. Any payment made by either party will be made from current revenues of the paying party. The funds for the above-mentioned work will be provided by the COUNTY. The CCRMA and COUNTY hereby find that the foregoing goods and services are reasonably required for the Cameron County Parks System Projects.
4. This Amended Interlocal Cooperation Agreement constitutes a one-time Agreement between the Parties and does not constitute a continuing Agreement for the COUNTY and, CCRMA. This Amended Interlocal Cooperation Agreement expires upon the first to occur of when the Projects are completed, or a 30-day termination notice is given by either COUNTY and CCRMA.
5. The Rules, Regulations and Orders of the CCRMA shall govern this Amended Interlocal Cooperation Agreement and the Parties agree that the CCRMA shall supervise the performance of this Amended Interlocal Cooperation Agreement. It is also agreed that the CCRMA has the authority to employ personnel to engage in other administrative or governmental functions and services necessary to fulfill the terms of this Agreement.
6. This Amended Interlocal Cooperation Agreement shall have no legal force or effect until such time as it is properly Adopted and Approved by the CAMERON COUNTY COMMISSIONERS COURT and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS.


Executed on this 18th day of January, 2022

Attested by:


Eddie Treviño, Jr.
County Judge


Sylvia Garza Perez
County Clerk


Frank Parker, Jr.
CCRMA Chairman


Arturo A. Nelson
Secretary



2-J CONSIDERATION AND APPROVAL TO AWARD BID NUMBER 2021 – 006 TO PEACOCK GENERAL CONTRACTORS, INC. AND TO APPROVE A CONTRACT BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND PEACOCK GENERAL CONTRACTORS, INC. FOR THE PEDRO “PETE” BENAVIDES PARK PAVILION.



GMS ARCHITECTS

January 12, 2022

Alejandro Garcia, Construction Manager
Cameron County RMA
3461 Carmen Avenue
Rancho Viejo, Texas 78575

Re: Cameron County Regional Mobility Authority
Cameron County Benavides Park Pavilion
Project # 2021-C2003421

Dear Mr. Garcia:

Enclosed is the Bid Tabulation for the above referenced project.

We have reviewed the bids and find them to be in order. We recommend the bid be awarded to the low bidder Peacock General Contractors, Inc. for the base bid amount only of \$645,000.00.

If you should have any questions, please contact me.

Sincerely,

RUDY V. GOMEZ, AIA
ARCHITECT – PLANNER

RVG:sh
Encl.

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

**Cameron County Regional Mobility Authority
Cameron County Benavides Park Pavilion
Project # 2021-C2003421
Brownsville, Texas
January 12, 2022**

[illegible]

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

PEDRO "PETE BENAVIDES PARK PAVILION

This Contract between the Cameron County Regional Mobility Authority (the "Authority") and Peacock General Contractor, Inc. (the "Contractor") is hereby entered into and agreed to as of the 20th day of January 2022, (the "Effective Date") and the parties agree to certain terms and conditions, as follows (the "Contract"):

1.0 Definitions.

- 1.1 **Authority.** Any reference herein to the "Authority" shall be interpreted to mean the same as the Cameron County Regional Mobility Authority.
- 1.2 **Contractor.** Any reference herein to the "Contractor" shall be interpreted to mean the same as Peacock General Contractor, Inc.
- 1.3 **The Contract.** The Contract is comprised of the Contract, the Exhibits listed and referenced herein, and all formal changes to any of those documents by addendum, change order, or other modification.
- 1.4 **The Contract Documents.** The Contract Documents consist of this document, the general conditions and special conditions in the bid package for Invitation for Bid No. 2021-006, which include, but are not limited to the Plans, Standard Specifications, Special Provisions, Special Specifications, Contract Bonds, Change Orders, Addendums, and Supplemental Agreements, and the Exhibits listed and referenced herein. This Contract is intended to be an integral whole and shall be interpreted as internally consistent. Work required by any page, part, or portion of the Contract shall be deemed to be required Contract Work as if called for in the whole Contract and no claim for extra work shall be based upon the fact that the description of the Work in question is incomplete.
- 1.5 **Provision of All Things Required.** Anything that may be required, implied or inferred by the Contract Documents which make up this Contract, or any one or more of them, shall be provided by the Contractor for the Contract Price.
- 1.6 **Privity only with the Contractor.** Nothing contained in this Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between Owner and any person except the Contractor and the Contractor's successors, executors, administrators, and assigns.

- 1.7 **"Include" Intended to be Encompassing.** "Include", "includes", or "including", as used in the Contract, shall be deemed in all cases to be followed by the phrase, "without limitation."
- 1.8 **Use of Singular and Plural.** Words or terms used as nouns in the Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.
- 1.9 **Definition of Material Breaches not Exhaustive.** The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of the Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of the Contract.
- 2.0 **Contractor's Representations.** In order to induce the Authority to execute this Contract and recognizing that the Authority is relying thereon, the Contractor, by executing this Contract, and without superseding, limiting, or restricting any other representation or warranty set forth elsewhere in this Contract, or implied by operation of law, makes the following express representations to the Authority:
- 2.1 The Contractor is fully qualified to perform the Work. The Contractor is registered with the State of Texas, is eligible to work on Federal Projects, and is prequalified by the Texas Department of Transportation to perform the Work.
- 2.2 The Contractor will maintain all necessary licenses, permits or other authorizations necessary for the Work until the Contractor's duties under this Contract have been fully satisfied.
- 2.3 The Contractor has the expertise, experience, and knowledge as well as the necessary team, personnel and financial capability to perform the Work in accordance with the terms of this Contract.
- 2.4 Prior to the execution of this Contract, the Contractor has visited and inspected the Project site and the local conditions under which the Work is to be performed, and the Contractor has reviewed the Authority's concerns, if any, as are necessary to determine the conditions under which the Work will be performed, and the Contractor accepts the conditions of the Project site and has taken those conditions into account in entering into this Contract.
- 2.5 The Contractor assumes full responsibility to the Authority for the improper acts and omissions of its Subcontractors or others employed or retained by Contractor in connection with the Work.

3.0 Contract Time.

3.1 Notice of Commencement. After the Authority has approved the required Documents for the Work and is otherwise prepared for the Contractor to proceed with the Work, as determined by the Authority in its sole and absolute discretion, the Authority shall issue a notice to commence the Work directing the Contractor to proceed with the Work on the date indicated in the notice (the "Commencement Date").

3.2 Time for Completion. The Contractor shall commence the Work on the Commencement Date, and the Work shall be carried out regularly and without interruption. The Contractor shall substantially complete the Work not later than one hundred eighty (180) calendar days after the Commencement Date, or such other date as may by Change Order be designated (the "Scheduled Completion Date"). The number of working days between the effective date of the Contract and the Scheduled Completion Date is the "Contract Time."

3.2.1 Unless otherwise described herein, all references to "days" shall be calendar days (in the case that the last day falls on a Saturday, Sunday, or legal holiday, then the period of time shall automatically extend to include the next work day).

4.0 Contract Price.

4.1 The total not-to-exceed (NTE) value of the Contract is the amount of **SIX HUNDRED FORTY-FIVE THOUSAND AND NO/100 DOLLARS (\$645,000.00)** to be paid in accordance with the provisions herein.¹ The Contractor exceeds the NTE amount at its own risk. The Authority reserves the right to amend this amount (increase/decrease) at any time during the Contract when the Authority determines, in its sole and absolute discretion, that doing so is in its best interests.

5.0 Work.

5.1 The Contractor shall perform all Work necessary to complete the Project in accordance with the Contract Documents.

5.2 Work Defined. The terms "Work" and "Project Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties relating to the installation of the Project under the Contract, including, without limitation, the following:

¹ In the event that alternate bid number 1 for bleachers and shade structures at the pavilion is selected, the not to exceed amount for that work shall be \$81,500; and, in the event that alternate bid number 2 for switchboard repairs is selected, the not to exceed amount for that work shall be \$18,500.

- 5.2.1 Construction of the whole and all parts of the Work in full and strict conformity with this Contract;
- 5.2.2 The provision and furnishing, and prompt payment therefore, of all labor, supervision, services, materials, supplies, equipment, fixtures, tools, transportation, storage, and things required for the installation of the Project;
- 5.2.3 The furnishing of any required bonds and insurance as required by the Contract;
- 5.2.4 The furnishing of all warranties required by the Contract; and,
- 5.2.5 The furnishing of all other services and things required or reasonably inferable from the Contract Documents

6.0 Authority's Obligations. Pursuant to the Contract, the Authority agrees to perform any obligations of the Authority as detailed herein.

- 6.1 The Authority shall review any documents submitted by the Contractor requiring the Authority's decision, and shall render any required decisions pertaining thereto.
- 6.2 In the event that the Authority knows of any material fault or defect in the Work, nonconformance with the Contract, or any other errors, omissions, or inconsistencies, the Authority shall give prompt notice thereof in writing to the Contractor.
- 6.3 The Authority shall provide the Contractor with access to the site and to the Work, and shall provide the Contractor with such information, existing and reasonably available, necessary to the Contractor's performance of the Contract as the Contractor may request.
- 6.4 The Authority shall cooperate with the Contractor in securing any necessary licenses, permits, approvals, or other necessary authorizations.
- 6.5 The Authority shall perform the duties set forth herein in a reasonably expeditious fashion so as to permit the orderly and timely progress of the Work.
- 6.6 The Authority's agreement not to exercise, or its delay or failure to exercise, any right under the Contract or to require strict compliance with any obligation of the Contractor under the Contract shall not be a waiver of the right to exercise such right or to insist on such compliance at any other time or on any other occasion.
- 6.7 **Right to Audit.** The Authority shall be entitled to rely upon the accuracy and completeness of the information furnished by the Contractor in connection with its request for payment. The Authority shall have the right, however, upon demand,

to make a detailed examination, audit, or inspection of the Contractor's books and records for the purpose of verifying the accuracy and completeness of such information. In the event the Authority determines that the Contractor has been paid any sums not due, then such sums shall be reimbursed by the Contractor to the Authority within two (2) Working Days of written demand by the Authority.

7.0 Billing Method.

- 7.1** To receive payment for services rendered pursuant to the Contract, the Contractor shall submit a fully completed payment application for work previously performed for the Authority in accordance with section 10.1 herein.
- 7.2** The Authority shall have thirty (30) days to review the payment application and determine, in its sole and absolute discretion, whether the payment application satisfies the requirements herein and in the Contract Documents.
- 7.3** The Contractor waives any rights under the Prompt Payment Act or other law until the foregoing requirements are fulfilled as determined by the Authority in its sole and absolute discretion.
- 7.4** At a minimum, the payment application shall detail the following information:
 - 7.4.1.1** Unique payment application number
 - 7.4.1.2** Contractor's name, address, and telephone number
 - 7.4.1.3** Date of payment application and/or billing period
 - 7.4.1.4** Applicable Contract No.
 - 7.4.1.5** Applicable Purchase Order No.
 - 7.4.1.6** Brief description of services rendered, including applicable time frame, total hours being billed for each service at each detailed site, and at the approved rate (may be submitted in the form of a report)
 - 7.4.1.7** Supporting documentation for the payment application
 - 7.4.1.8** Total dollar amount being currently billed
- 7.5** The Authority reserves the right to issue payments for payment applications in the form of joint checks in the event that the Authority determines, in its sole and absolute discretion, that doing so is in its best interests.

8.0 Additional Obligations of the Contractor.

- 8.1** The Contractor shall be solely responsible for providing supervision and oversight to all of the Contractor's personnel.
- 8.2** The Contractor agrees to submit a status report to the Authority at least one (1) time every ten (10) business days during the term of this Contract in addition to the scheduling and reporting requirements under the Contract.

8.3 The Contractor warrants and represents that it will assign only qualified personnel to perform the services outlined herein and within the Contract Documents. For the purposes of the Contract, the term "qualified personnel" shall mean those personnel that have been investigated, tested and trained in the manner described within the Contract and, as proposed by the Contractor within its bid or as provided by the Contractor during the Contractor's normal conduct of business.

8.4 Compliance with Federal and State Laws. All work performed by the Contractor, pursuant to the Contract, shall be done in accordance with applicable all Federal, State and local laws, regulations, codes, and ordinances.

8.5 Insurance Requirements.

8.5.1 Indemnity. The indemnity requirements are detailed within section 11.15 herein.

8.5.2 Insurances. In this regard, the Contractor shall maintain the following insurance coverage during the effective term(s) of the Contract and shall name the Authority as an "additional insured" on the following insurance coverage:

8.5.2.1 Commercial General Liability Insurance. An original certificate evidencing Commercial General Liability coverage, naming the Authority as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Authority as an additional insured under said policy (combined single limit of not less than \$1,000,000.00 for bodily injury and property damage). If the policy is a "claims-made" policy, then the policy must provide a retroactive date which must be on or before the execution date of the Contract and the extended reporting period may not be less than five (5) years following the completion date of the Contract.

8.5.2.2 Business Automobile Liability Insurance. Such coverage shall be a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage.

8.5.2.3 Worker's Compensation Insurance. Such coverage shall be not less than the statutory requirement and with no pre-set limits. A waiver of subrogation endorsement in favor of the Authority must be included in the policy.

8.5.2.4 Umbrella Liability. Such coverage shall be not less than \$1,000,000.00 per occurrence or \$1,000,000.00 in the aggregate.

8.5.2.5 All Risk Builder's Risk Insurance. Such coverage shall be for 100% of the Contract Price.

8.5.2.6 By signing the Contract, the Contractor certifies compliance with all applicable laws, rules, and regulations pertaining to worker's compensation insurance. This certification includes all subcontractors. The Contractor shall pay all deductibles stated in the policy.

8.5.2.7 Certificates/Endorsements. The Contractor shall provide to the Authority with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above. Such certificates shall indicate that policies will not be reduced or canceled without thirty days prior notice to Owner. The required insurance must be written by a company licensed to do business in the State of Texas at the time the policy is issued. The insurance company shall be acceptable to the Owner and said insurance companies must have a rating in the current Best's of at least A:XIII. Failure to maintain the above-referenced insurance coverage, including naming the Authority as an additional insured during the term(s) of the Contract shall constitute a material breach thereof. Insurance certificate(s)/endorsement(s) shall be delivered to the Contracting Officer.

8.6 Licensing. The Contractor shall also provide to the Authority a copy of any required licenses. Failure to maintain these licenses in a current status during the term(s) of the Contract shall constitute a material breach thereof.

8.7 Confidentiality. The Contractor, in connection with performing its services hereunder, will have access to or may be provided certain confidential information concerning the Authority and agrees that any information concerning the finances, accounting practices, business, client, client lists, property information, client data, records of the Authority or any other information which a reasonable person could conclude that should remain confidential (collectively "Confidential Information"), will not be disclosed to any party and without limitation, any employee of the Authority or any client or potential client of the Authority at any time, except for the Contractor's legal counsel, accounts, or financial advisors, who will also hold such Confidential Information in confidence. The Contractor acknowledges that the information is being provided with the sole understanding that all Confidential Information will remain confidential and will be held in the strictest confidence. The Contractor further acknowledges that any disclosure of the Confidential Information, whether intentional or inadvertent, may harm the Authority. The Authority will have the right to enforce the Contract by specific performance, as well as hold the Contractor liable for any damages caused by any disclosure of any Confidential Information, whether intentional or inadvertent. The

Contractor agrees that he has received valuable consideration for the entering into of the Contract and agrees to be bound all of its terms and conditions. The Contract will be binding on the Contractor and any attorney, accountant, financial advisor who also may be provided Confidential Information.

9.0 Changes and Extensions of Time.

9.1 Authority's Right to Order Changes. Changes in the Work under this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered unilaterally by the Authority, in the Authority's sole and absolute discretion, without invalidating the Contract. Such changes shall be communicated by Change Order or supplemental agreement in accordance with the Contract. The Contractor shall proceed diligently with any changes, and same shall be accomplished in strict accordance with the Contract as modified by any Change Order or supplemental agreement.

9.2 Continuing Duty to Perform the Work and Make Payment. In the event that the parties are unable to agree on the terms of a Change Order or supplemental agreement, notwithstanding any other provision of the Contract, the Contractor shall continue to diligently perform the Work, including any change directed by the Authority through a Change Order or supplemental agreement, and shall keep thorough records of the cost of performance of such Change Order or supplemental agreement.

9.3 All Change Orders, supplemental agreements, changes requested by the Contractor, or extensions of Contract Time shall be governed by this section and the Contract. Any request for an extension of time or for an increase in the not-to-exceed amount shall be made in writing within seven (7) calendar days after the occurrence of the event that gives rise to the request. Such request shall include sufficient backup documentation for the Authority to reasonably understand the request and the amount of time or compensation requested and to determine the merits of the request.

10.0 Notices, Invoices, and Reports.

10.1 All notices, reports and/or invoices submitted to the Authority by the Contractor pursuant to the Contract shall be in writing and delivered to the attention of the following person representing the Authority:

**Cameron County Regional Mobility Authority
Attention: Pete Sepulveda, Jr.
Executive Director
3461 Carmen Avenue
Rancho Viejo, Texas 78575
Email: PSepulveda@ccrma.org**

- 10.2** All notices submitted to the Contractor pursuant to the Contract shall be in writing and delivered to the attention of:

Peacock General Contractor, Inc.
Attention: Tre Peacock
President
P.O. Box 530098
Harlingen, Texas 78553

Email: _____

11.0 Additional Considerations.

- 11.1 Severability.** The invalidity of any provision of the Contract, as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision herein.
- 11.2 Applicable Laws.** THIS CONTRACT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS CONTRACT SHALL BE EXCLUSIVELY IN THE STATE AND FEDERAL COURTS OF CAMERON COUNTY, TEXAS.
- 11.3 Non-Escalation.** The NTE value of the Contract shall remain firm with no provision for price increases during the term of the Contract subject to section 4.1 herein.
- 11.4 Funding Restrictions and Order Quantities.** The Authority reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the Authority, if:
- 11.4.1** Funding is not available;
 - 11.4.2** Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,
 - 11.4.3** The Authority's requirements in good faith change after award of the Contract.
- 11.5 Local State, and/or Federal Permits.** All local, State or Federal permits which may be required to provide the services, whether or not they are presently known to either the Authority or the Contractor, shall be the sole responsibility of the Contractor and any costs shall be paid by Contractor to procure and provide such necessary permits.
- 11.6 Government Standards.** It is the responsibility of the Contractor to ensure that all items and services proposed conform to all local, State and Federal law concerning safety (OSHA and NOSHA) and environmental control (EPA and Texas law as well as ordinances or regulations of the City of Brownsville, Texas, and Cameron

County, Texas) and any other enacted ordinance, code, law or regulation. The Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law, or regulation. No time extensions shall be granted or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.

- 11.7 Work on Authority Property.** If the Contractor's work under the contract involves operations by the Contractor on Authority premises, the Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by the Authority's negligence, shall indemnify the Authority, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the Contractor, its agents, employees, or subcontractors.
- 11.8 Official, Agent and Employees of the Authority Not Personally Liable.** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the Authority in any way be personally liable or responsible for any covenant or agreement herein contained, whether either expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.
- 11.9 Subcontractors.** Unless otherwise authorizing in writing by the Authority, the Contractor may not use any subcontractors to accomplish any portion of the services described within the Contract or the Task Orders without obtaining the prior written permission of the Authority. Moreover, by signing the Contract, the Contractor is certifying to the Authority that the Contractor will not enter into any subcontract with a subcontractor that is debarred or suspended by the Texas Department of Transportation or any federal agency.
- 11.10 Attorney's Fees.** In the event that litigation is commenced by one party hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including reasonable attorneys' fees. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.
- 11.11 Independent Contractor.** The Contractor is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- 11.12 Waiver of Breach.** A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall

be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

11.13 Time of the Essence. Time is of the essence under this agreement as to each provision in which time of performance is a factor.

11.14 Limitation of Liability. IN NO EVENT SHALL THE AUTHORITY BE LIABLE TO THE CONTRACTOR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES.

11.15 Indemnification.

11.15.1THE CONTRACTOR RELEASES THE AUTHORITY FROM AND AGREES TO INDEMNIFY, DEFEND, AND HOLD THE AUTHORITY (AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS) HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, SUITS, ACTIONS, DECREES, JUDGMENTS, ATTORNEY'S FEES, COURT COSTS, AND OTHER EXPENSES OF ANY KIND OR CHARACTER FOR DEFENDING THE CLAIMS AND DEMANDS, WHICH ARE CAUSED BY, ARISE OUT OF, OR OCCUR DUE TO ANY FAILURE OF THE CONTRACTOR TO PERFORM THE OBLIGATIONS REQUIRED BY THE CONTRACT AS WELL AS FEDERAL, TEXAS, OR OTHER APPLICABLE LAW, INCLUDING BUT NOT LIMITED TO CLAIMS OR DEMANDS BASED ON THE NEGLIGENCE, GROSS NEGLIGENCE, OR OTHER ACTIONS OR INACTIONS OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES, SUBCONTRACTORS, OR OTHER THIRD PARTIES. THE CONTRACTOR HEREBY WAIVES ANY RIGHT TO DEFEND AGAINST THE ENFORCEABILITY OF THIS INDEMNIFICATION PROVISION AND EXPRESSLY AGREES THAT THIS PROVISION MEETS ALL LEGAL REQUIREMENTS AND IS LEGALLY ENFORCEABLE AGAINST THE CONTRACTOR.

11.15.2In this connection, it is expressly agreed that the Contractor shall, at its own expense, defend the Authority, its officers, employees, and agents, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act of the Contractor the consequences of which the Contractor has indemnified the Authority. If the Contractor shall fail to do so, the Authority shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the Contractor including attorney's fees and court costs.

11.15.3Any money due to the Contractor under and by virtue of the Contract, which the Authority believes must be withheld from the Contractor to protect the Authority, may be retained by the Authority so long as it is reasonably

necessary to ensure the Authority's protection; or in case no money is due, its surety may be held until all applicable claims have been settled and suitable evidence to that effect furnished to the Authority provided, however, the Contractor's payments shall not be withheld, and its surety shall be released, if the Contractor is able to demonstrate that it has adequate liability and property damage insurance to protect the Authority from any potential claims.

11.15.4 The Contractor shall provide that any contractual arrangement with a subcontractor shall be in conformance with the terms of the Contract including the terms of this indemnity provision. The Contractor guarantees that it will promptly handle and rectify any and all claims for materials, supplies and labor, or any other claims that may be made against it or any of its subcontractors in connection with the contract.

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

11.16 Rights in Data (Ownership and Proprietary Interest). The Authority shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the Contractor pursuant to the terms of the Contract, including but not limited to, videos, reports, or other documents or information concerning the Contract.

11.17 Assignment/Transfer. The Contractor shall not assign or transfer any of its rights or interest under the Contract without first obtaining the Authority's prior written consent to such assignment or transfer. Whether to provide such prior written consent shall be in all respects within the Authority's sole and absolute discretion.

11.18 THE CONTRACTOR EXPRESSLY AGREES THAT: (1) NO PASS-THRU AGREEMENTS, OR SIMILAR AGREEMENTS, BETWEEN THE CONTRACTOR AND ANY THIRD PARTY SHALL BE ENFORCEABLE AGAINST THE AUTHORITY; AND, (2) THE AUTHORITY RETAINS ITS

GOVERNMENTAL IMMUNITY IN ALL RESPECTS UNDER THIS CONTRACT AND ANY PASS-THRU AGREEMENTS OR SIMILAR AGREEMENTS AS NO PROVISION IN THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY THE AUTHORITY OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THE AUTHORITY MAY HAVE BY OPERATION OF LAW.

11.19 Warranty of Title. The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

11.20 Warranty of Workmanship and Materials. The Contractor warrants and guarantees to the Authority that all labor furnished to perform the Work under the Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results in compliance with the Contract, that materials and equipment furnished shall be of high quality and new unless otherwise permitted by the Contract, and that the Work will be of high quality free from faults and defects and in conformance with the Contract. Any and all Work not conforming to these requirements shall be considered defective and shall constitute a breach of the Contractor's warranty if not remedied in accordance with the Contract. This warranty shall continue for a period of one (1) year from the date of final acceptance of the work. The Contractor further represents and guarantees to the Authority that all right, title, and interest in warranties for the materials provided as part of the Work shall be held by the Authority and the term of such warranties shall be in accordance with what is considered commercially reasonable.

11.21 Prohibition Against Liens. The Contractor is prohibited from placing a lien on the subject property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

11.22 Bonding Requirements.

11.22.1 The Contractor shall furnish Performance, Payment, and Warranty Bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all the Contractor's obligations to perform the Work under the Contract Documents. These Bonds shall remain in effect at least one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. The Contractor shall also furnish such other Bonds as are required by the Contract Documents.

11.22.2 All Bonds shall be in a form approved by the Authority except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are authorized to do business in the State of Texas and are named in the

current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bonds Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

11.22.3 If the surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Texas, or it ceases to meet the requirements herein, the Contractor shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the provisions herein.

11.23 Americans with Disabilities Act. The Contractor represents and warrants its compliance with the requirements of the Americans with Disabilities act (ADA) and its implementing regulations, as each may be amended.

11.24 Survival. Expiration or termination of the Contract for any reason does not release the Contractor from any liability or obligation set forth in the Contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

11.25 IN THE EVENT OF A QUESTION AS TO THE INTERPRETATION OF ANY PROVISION OF THIS CONTRACT, THE PROVISION SHALL NOT BE CONSTRUED AGAINST THE DRAFTING PARTY. THIS INCLUDES BUT IS NOT LIMITED TO THE CONTRACTOR'S AGREEMENT THAT SECTION 11.15, AND ANY OTHER CLAUSE HEREIN, SHALL IN NO EVENT BE STRICTLY CONSTRUED AGAINST THE AUTHORITY.

12.0 Exhibits.

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

12.1.1 Exhibit 1. Bid Documents for Bid No. 2021-006. A true and correct copy of the Bid Documents may be found at the Authority's office and are incorporated by reference as if fully set forth herein.

12.1.2 Exhibit 2. Plans and Specifications for Bid No. 2021-006. A true and correct copy of the Plans and Specifications may be found at the Authority's office and are incorporated by reference as if fully set forth herein.

12.1.3 Exhibit 3. Awarded bid for Bid No. 2021-006. A true and correct copy of the Bid may be found at the Authority's office and is incorporated by reference as if fully set forth herein.

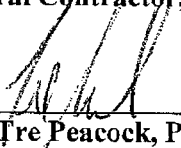
12.2 Subject to section 11.25, to the extent that any provisions of this Contract conflict with the provisions of the Exhibits, the more specific provision shall control.

13.0 CERTIFICATIONS. Each party hereby acknowledges by signature below that they have reviewed the foregoing and understand and agree to abide by their respective obligations as defined herein.

CONTRACTOR

Peacock General Contractor, Inc.

By: _____


Tre Peacock, President


Date: _____

1/21/2022

AUTHORITY

Cameron County Regional Mobility Authority

By: _____


Frank Parker, Jr., Chairman

Date: _____

01.20.2022

2-K CONSIDERATION AND ACTION TO SELECT NOBLE TEXAS BUILDERS, LLC AS THE RESPONDENT SUBMITTING THE PROPOSAL OFFERING THE BEST VALUE FOR THE CCRMA AND TO AUTHORIZE CONTRACT NEGOTIATIONS WITH NOBLE TEXAS BUILDERS, LLC PURSUANT TO RFQ 2021-005 FOR CONSTRUCTION MANAGER-AT-RISK FOR THE CAMERON COUNTY PARKS ADMINISTRATION BUILDING AND WAREHOUSE.



IMPROVING MORE THAN JUST ROADS

MEMORANDUM

To: Board of Directors

From: Pete Sepulveda, Jr. *PSJ*
Executive Director

Date: January 20, 2021

Subj: Item 2K

On November 18, 2021, the CCRMA Board of Directors approved the shortlisted respondents for the RFQ for the Construction Manager at Risk for the Cameron County Parks System Administration Building and the Cameron County Parks System Warehouse Building. An RFP was requested from the shortlisted respondents and proposals were received on December 16, 2021.

The CCRMA evaluation committee reviewed said proposals and is recommending selecting Noble Texas Builders, LLC as the Respondent submitting the proposal offering the best value for the CCRMA and to authorize contract negotiations with Noble Texas Builders, LLC pursuant to RFQ 2021-005 for Construction Manager-at-Risk for the Cameron County Parks Administration Building and Warehouse.

**2-L CONSIDERATION AND APPROVAL OF AN AGREEMENT BETWEEN
THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND
CALIFORNIA DEPARTMENT OF MOTOR VEHICLES.**

INFORMATION SERVICES PROGRAM

GOVERNMENT REQUESTER ACCOUNT APPLICATION

PART I APPLICATION
PLEASE PRINT CLEARLY IN INK OR TYPE

DMV USE ONLY		
REQUESTER CODE	EXPIRATION DATE	TECH ID

SECTION A. TYPE OF APPLICATION

CHECK ONE (1) BOX ONLY:

- ☒ **Original** — Complete ALL SECTIONS — DMV will assign Requester/Parking/Court Code.
- ☐ **Change(s)** to Existing Account — Complete Sections A, B and C, and all applicable sections where information is changing. Provide signature in Part II, Section F. Provide current Requester/Parking/Court Code(s): _____
- ☐ **Renewal** — Complete ALL SECTIONS — Provide current Requester/Parking/Court Code(s): _____

IMPORTANT: TO AVOID PROCESSING DELAYS, PLEASE READ ALL INSTRUCTIONS PRIOR TO COMPLETING FORM.

SECTION B. AGENCY INFORMATION

1. NAME OF AGENCY Cameron County Regional Mobility Authority		2. DIVISION/PROGRAM THAT WILL REQUEST DEPARTMENT INFORMATION Cameron County-Regional Mobility Authority	
3. AGENCY WEBSITE ADDRESS OR INDICATE "NONE" www.ccrma.org, www.tpsccrma.org			4. FAX NUMBER
5. NAME AND TITLE OF THE PERSON FOR DMV CONTACT Pete Sepulveda, Jr., Executive Director		6. TELEPHONE (956) 621-5571	7. E-MAIL ADDRESS psepulveda@ccrma.org
8. STREET ADDRESS (PHYSICAL LOCATION) STREET 3461 Carmen Avenue	CITY Rancho Viejo	COUNTY Cameron	STATE TX ZIP 78575
9. MAILING ADDRESS OR INDICATE "SAME" Same		10. RECORD STORAGE PHYSICAL ADDRESS 3461 Carmen Avenue Rancho Viejo, TX 78575	

SECTION C. TYPE OF AGENCY

1. CHECK APPROPRIATE BOX FOR THE TYPE OF GOVERNMENT AGENCY (CHECK ONLY ONE):

- ☐ Federal ☐ State ☐ City ☐ County ☒ Special District ☐ Other: _____ DESCRIBE

2. IS THIS ACCOUNT BEING ESTABLISHED BY A GOVERNMENT ENTITY EXCLUSIVELY FOR USE BY ONE OF THE FOLLOWING?

- ☐ Yes, check appropriate box. ☒ No, go to Section D.

CALIFORNIA APPLICANTS

- ☐ "Peace Officers" as described in California Penal Code §830.1 through 830.5. Identify Section #: _____
- ☐ City Attorney prosecuting misdemeanor actions under Government Code Section 41803.5.

ANY STATE OR FEDERAL APPLICANT

- ☐ Attorney General ☐ District Attorney ☐ Public Defender ☐ Public Defender's Investigator
- ☐ Government employees having statutory authority to carry firearms AND execute warrants AND make arrests. Identify Statutory Authority; Code and Section #: _____

SECTION D. PURPOSE OF ACCOUNT — Check one purpose only (Continued on Page 2)

1. ☐ **EPN (Employer Pull Notice)** — Check this box if you are enrolling employees in the EPN program. For more information about the EPN program and to obtain enrollment forms, go to www.dmv.ca.gov and "Search" for EPN General Information.
2. ☐ **UPDATE AND INQUIRY** — If your Agency is applying for authorization to update DMV records (i.e., courts, parking/toll, revenue recovery, etc.), check this box. Explain the purpose of updating DMV records (space provided below):

a. <input type="checkbox"/> Vehicle/Vessel Registration (VR) PURPOSE OF UPDATE:	DMV USE ONLY Purpose Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No
b. <input type="checkbox"/> Driver License/Identification Card (DL) PURPOSE OF UPDATE:	DMV USE ONLY Purpose Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No

SECTION D. PURPOSE OF ACCOUNT (Continued from Page 1)

3. ☒ **INQUIRY ONLY** – If your Agency is applying for authorization to request and obtain DMV record information in order to carry out your governmental functions, check this box. Explain the purpose of inquiry below:

a. <input checked="" type="checkbox"/> Vehicle/Vessel Registration (VR)		DMV USE ONLY Purpose Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No
PURPOSE OF INQUIRY: To notify correct vehicle owners of vehicular violations issued to a vehicle registered to them at the time of ownership.		
Is residence address necessary to perform this function? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		DMV USE ONLY Purpose Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No
b. <input type="checkbox"/> Driver License/Identification Card (DL/ID)		
PURPOSE OF INQUIRY:		DMV USE ONLY Purpose Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No
Is residence address necessary to perform this function? <input type="checkbox"/> Yes <input type="checkbox"/> No		
c. <input type="checkbox"/> Financial Responsibility (FR) - Available in paper/hardcopy only — See Instructions for more information.		DMV USE ONLY Purpose Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No
PURPOSE OF INQUIRY:		
Is residence address necessary to perform this function? <input type="checkbox"/> Yes <input type="checkbox"/> No		DMV USE ONLY Purpose Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No
d. <input type="checkbox"/> Occupational License (OL)		
PURPOSE OF INQUIRY:		DMV USE ONLY Purpose Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No
Is residence address necessary to perform this function? <input type="checkbox"/> Yes <input type="checkbox"/> No		

SECTION E. ACCESS METHOD(S) — Check ALL That Apply


- ☐ **Paper/Hardcopy** - Manual Process (Allow 7 to 14 working days)
- ☐ **Cartridge Tape** (IBM Compatible, 3480 non-compressed or 3490 compressed) - Batch (Overnight plus mail time) - **Renewals Only**
- ☒ **File Transfer Protocol (FTP)** via Virtual Private Network (VPN) - Batch (Overnight)
- ☐ **On-Line - (Requires Network Connection) COMPLETE SECTION F.**
- ☐ **CLETS** - If you are applying for a requester code in order to obtain access through the CA Law Enforcement Telecommunications System (CLETS), check this box.

SECTION F. ON-LINE APPLICANTS ONLY — DO NOT COMPLETE FOR CLETS ACCESS

1. HOURS OF ON-LINE ACCESS: Days _____ Hours _____ A.M. TO _____ P.M.				
2. NAME OF DATA CENTER (I.E., DTS OR CITY/COUNTY DATA CENTER, etc.)		TELEPHONE #	DATA CENTER WEBSITE ADDRESS	
NAME AND TITLE OF THE DATA CENTER TECHNICAL COORDINATOR		TELEPHONE #	E-MAIL ADDRESS	
STREET ADDRESS (PHYSICAL LOCATION)	CITY	COUNTY	STATE	ZIP CODE
MAILING ADDRESS (IF DIFFERENT)	CITY	COUNTY	STATE	ZIP CODE
3. NAME AND TITLE OF INFORMATION SECURITY OFFICER		TELEPHONE #	E-MAIL ADDRESS	
NAME AND TITLE OF ACCESS CONTROL ADMINISTRATOR		TELEPHONE #	E-MAIL ADDRESS	
STREET ADDRESS (PHYSICAL LOCATION)	CITY	COUNTY	STATE	ZIP CODE
MAILING ADDRESS (IF DIFFERENT)	CITY	COUNTY	STATE	ZIP CODE

PART II AGREEMENT – PLEASE READ EACH SECTION CAREFULLY

A. GENERAL PROVISIONS

1. This Application/Agreement, hereinafter referred to as "Agreement," is between the State of California, Department of Motor Vehicles (DMV), hereinafter referred to as the "Department," and the Government Agency identified in Part I, hereinafter referred to as the "Requester," for the purpose of the Department providing information from its files for Government Agency use.
2. The term of this Agreement shall be for forty eight (48) months from the approval date and renewable at forty eight (48) month intervals thereafter.
3. This Agreement is subject to any restrictions, limitations, or provisions enacted by the California State Legislature which may affect the provisions or terms set forth herein. The Requester is required to comply with the applicable statutes of the California Vehicle Code (CVC), California Code of Regulations (CCR) Title 13, and United States Code Title 18.
4. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto. No oral understanding or agreement, not incorporated herein, shall be binding on either party.
5. Requester shall not represent themselves as agents/employees of the Department. For the purposes of this Agreement, the "Requester" includes the Requester's employees, unless the context provides otherwise.
6. **(Applies to Federal Government and Out-of-State Agencies/Requesters)**—"The Requester agrees to pay for any loss, liability or expense, including attorney fees, expert witness fees and court costs, which arises out of or relates to the Requester's acts or omissions regarding its obligations hereunder, where a final determination of liability on the part of the Requester is established by a court of law or where settlement has been agreed to by the Requester. This provision may not be construed to limit the Requester's rights, claims, or defenses which arise as a matter of law or under any other provision of this Agreement. This provision may not be construed to limit the sovereign immunity of the Requester."
7. This Agreement is not assignable by the Requester, either in whole or in part, without prior written consent of the Department.
- 8a. Any promotional or informational material related to accessing the Department's records shall be accurate and consistent with the terms of this Agreement and shall only contain factual statements relating to the purpose and condition of access.
- b. Requester shall not use the logogram  in any advertising or other agency business materials used in the business of the Requester. Advertising shall neither state nor imply that there is any official connection between the Department and the Requester, or that the Department has sanctioned or approved of either the advertisement or the Requester's service.
- 9a. If the Authorized Representative, designee responsible for the administration of the account, the DMV contact person, agency address, or any other changes of information occur in Part I of this Agreement, notification shall be submitted, in writing, within ten (10) business days on Government Requester Account Application (INF 1130) or Agency Letterhead to the following address:
Department of Motor Vehicles, Account Processing Unit—H221, P.O. Box 944231, Sacramento, CA 94244-2310
- b. Requester shall notify the Account Processing Unit, in writing, (see address in 9a) within ten (10) business days of any intended or actual closure of the Government Agency Requester Account.

B. INFORMATION USE

1. Requester shall not use Department records for any purpose except for that which has been approved by the Department in Part I.
2. When a non-law enforcement agency receives information from Department records that indicates a vehicle or vessel has a Department of Justice (DOJ) "stop," Requester shall immediately notify local law enforcement of its location, if known.
3. Pursuant to California Government Code §3, Chapter 17.25 (commencing with §7284,) federal, state or local law enforcement agencies shall not use any non-criminal history information contained within these databases for immigration enforcement purposes. 'Immigration enforcement' includes any and all efforts to investigate, enforce, or assist in the investigation or enforcement of any federal civil immigration law, and also includes any and all efforts to investigate, enforce, or assist in the investigation or enforcement of any federal criminal immigration law that penalizes a person's presence in, entry, or reentry to, or employment in, the United States. [Government Code §7284.4, subd. (f)]. This restriction does not pertain to any information that is regarding a person's immigration or citizenship status pursuant to 8 U.S.C. §1373 and §1644.

C. GENERAL SECURITY REQUIREMENTS

1. Requester shall maintain the security and integrity of the information it receives. A violation of any provision(s) of the Agreement, whether by omission or commission, may result in suspension or termination of service to Requester.
2. Requester shall ensure compliance with all the security provisions of this Agreement. If misuse or inappropriate access is suspected or confirmed, Requester shall notify the Department's Information Services Branch, Policy and Information Privacy Section, by telephone, at (916) 657-5583 within one (1) business day. A written notification containing all facts therein shall be prepared by the Requester within three (3) business days and mailed to the Department at the following address:
Department of Motor Vehicles, Information Services Branch, Policy and Information Privacy Section—H225, P. O. Box 942890, Sacramento, CA 94290-0890
3. In the event of any breach of the security of the Requester's system or database containing the personal information of California residents, the Requester shall bear all responsibility for providing notice of the breach to the affected residents as required by California Civil Code Section 1798.29. The Requester shall bear all costs associated with providing this notice. In addition, the Requester agrees to comply with all federal and California state law, including all of the provisions of the California statutes and Title 13 of the California Code of Regulations.
- 4a. Requester shall require every employee and the system administrator having direct or incidental access to Department records to sign a copy of the Information Security Statement (INF 1128). The INF 1128 is required upon initial authorization for access to Department records and annually thereafter. The Requester's signed statement(s) shall be maintained on file at Requester's work site for at least two years following the deactivation or termination of the authorization and shall be available to the Department upon demand.
- b. Requester shall restrict the use and knowledge of requester codes and operational manuals to employees who have signed an Information Security Statement (INF 1128).
- c. Requester shall maintain a current list of names of persons authorized to access Department records. This list shall be available to the Department upon demand.

5. Access terminals and modems shall not be left unattended while in active session unless secured by a locking device that prevents entry or receipt of information, or are placed in a locked room that is not accessible to unauthorized persons.
6. Video terminals, printers, hardcopy printouts, or any other form of duplication of Department approved records that are located in public access areas shall be placed so that the records shall not be viewed by the public or other unauthorized persons.
7. All information received from the Department's files must be destroyed once its legitimate use has ended. The method of destruction for the Department's records will be conducive to the type of record requested and in a manner that cannot be reproduced or identified in any physical or electronic form.
8. Requester shall not disclose its' Department assigned requester code, either orally or in writing, to anyone who is not in the direct employ of the Requester and has not signed the Information Security Statement (INF 1128) other than a Department approved Service Provider (Vendor or Agent).
9. Requester shall not sell, retain, distribute, provide or transfer any record information or portion of the record information acquired under this Agreement except as authorized by the Department.

D. RESIDENCE ADDRESS ACCESS AUTHORITY

1. Requester shall protect the confidentiality of any residence address received from Department records pursuant to CVC §1808.47. Requester's employees shall not obtain or use any confidential or restricted records for any purpose other than the reason set forth and authorized by the Department.
2. Requester may release residence or mailing address information to an individual, other than an employee, who is acting on behalf of the Requester provided an agreement acknowledging the confidentiality of residence address information pursuant to CVC §1808.47 is signed by the individual with whom the Requester has contracted services.

E. AUDIT

1. Requester's documentation supporting the reason for inquiry, including but not limited to, transaction details, and computer software/programs maintained for the purposes defined in this Agreement, shall be subject to inspection, review, or audit by the Department or its designee for a period of two years from the date of the request.
2. Requester agrees to accommodate Department's request for an inspection, review or audit immediately upon request from the department or the department's representative and to allow on-site audits during regular business hours.

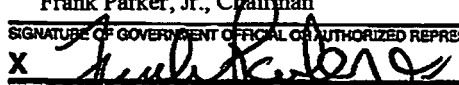
F. SIGNATURE REQUIREMENTS

I hereby acknowledge that I am an authorized representative of the agency named in Part I, Section B and have been designated as the person responsible for compliance with the statutes and regulations pertaining to access and use of Department record information. I have read and agree to the provisions contained herein and shall be responsible for the orientation, training, and supervision of persons authorized to access Department record information.

I understand that false or misleading answers are cause for denial of an Agreement and/or termination of any access agreement granted. I understand that if this application for requester account is approved, I will be required to conform to the statements presented within. This Agreement specifies the terms and conditions of our relationship. Any deviations will be considered by DMV as misuse and may result in both revocation of the account and refusal of subsequent applications. I understand that according to provisions of the California Vehicle Code Section 1808.45, the willful, unauthorized disclosure of information from any department record for a purpose other than the one stated in the request, or the use of any false report to obtain information from any department record, or the sale or other distribution of the information to a person or organization not disclosed in the request is a misdemeanor, punishable by a fine not exceeding \$5,000 or by imprisonment in the county jail not exceeding one year, or both fine and imprisonment.

I understand that according to provisions of the California Vehicle Code Section 1808.46, any person holding a requester code who directly or indirectly obtains information from the Department of Motor Vehicles using false representations or distributes restricted or confidential information to any person or uses the information for a reason not authorized or specified in this application is liable to the Department of Motor Vehicles for civil penalties up to \$100,000 and shall have their requester code privileges suspended for a period up to five (5) years or revoked.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

PRINT NAME AND TITLE OF GOVERNMENT OFFICIAL OR AUTHORIZED REPRESENTATIVE				DAYTIME TELEPHONE NUMBER
Frank Parker, Jr., Chairman				(956) 621-5571
SIGNATURE OF GOVERNMENT OFFICIAL OR AUTHORIZED REPRESENTATIVE		CITY	COUNTY	STATE
X 		Rancho Viejo	Cameron	TX
APPROVED BY DEPARTMENT OF MOTOR VEHICLES REPRESENTATIVE:				DATE
PRINT NAME AND TITLE				01.20.22
SIGNATURE				
X				

WHERE TO MAIL YOUR APPLICATION AND SUPPORTING DOCUMENTS

ALL AGENCIES (Except Parking/Toll Agencies)
 mail to:
 Department of Motor Vehicles
 Account Processing Unit – MS H221
 PO Box 944231
 Sacramento, CA 94244-2310
 (916) 657-5564

PARKING AND TOLL AGENCIES ONLY,
 mail to:
 Department of Motor Vehicles
 Justice & Government Liaison Branch
 Attn: Parking Coordinator – MS H171
 PO Box 932345
 Sacramento, CA 94232-3450
 (916) 657-7732



INFORMATION SERVICES BRANCH

INFORMATION SECURITY STATEMENT

To be completed by any individual having access to DMV record information. Annual re-certification is required. (See reverse)

By signing this form, the undersigned represents that he/she has read and understands the same, agrees to its contents and realizes the penalties for non-compliance to its terms.

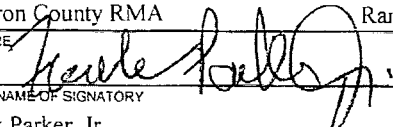
The California Department of Motor Vehicles (CA DMV) collects information from the public to administer the various programs for which it has responsibility. CA DMV is committed to protect this information from unauthorized access, use, or disclosure. The following have been adopted to address commercial and governmental users responsibilities for handling and protecting information obtained from the CA DMV. I understand the following are my responsibilities:

1. I may access information only when necessary to accomplish the responsibilities of my employment. I may not access or use information from the CA DMV for personal reasons. (Examples of inappropriate access or misuse of CA DMV information include, but are not limited to: making personal inquiries or processing transactions on my own records or those of my friends or relatives; accessing information about another person, including locating their residence address, for any reason that is not related to my job responsibilities.)
2. I may disclose CA DMV information only to individuals who have been authorized to receive it through the appropriate procedures as regulated by CA DMV. Requesters of information must complete the appropriate forms, submit them to CA DMV as specified, and pay all applicable fees. In the case of confidential or personal information, a proper accounting of all disclosures must be made and the subject must be notified in accordance with statute and CA DMV directives. (Examples of unauthorized disclosures include, but are not limited to: telling someone the address of another person when it is not an authorized disclosure or part of my job responsibilities.)
3. To keep the requester code and/or password confidential, I must take reasonable precautions to maintain the secrecy of any requester code and/or my password. Reasonable precautions include, but are not limited to, not telling or allowing others to view my password or requester code; securing my terminal with a locking device if one has been provided; storing user documentation to sensitive programs in a secure place; to destroy CA DMV information in a manner that it cannot be reproduced or identified in any physical or electronic form; and reporting any suspicious circumstances or unauthorized individuals I have observed in the work area to my supervisor, if applicable.
4. To promptly notify your manager or supervisor of any indication of misuse or unauthorized disclosure of information obtained from CA DMV.

Federal law states:

"Any person who knowingly obtains, discloses, or uses personal information from a motor vehicle record for a purpose not permitted under the Driver's Privacy Protection Act (Title 18 of the United States Code, Section 2721 – 2725), shall be liable to the individual to whom the information pertains, who may bring a civil action in a United States district court."

I certify under penalty of perjury, under the laws of the State of California, that I have read and understand the security policies stated above. I understand that failure to comply with these policies and regulations may result in disciplinary action in accordance with state and federal laws and regulations, and/or civil or criminal prosecution in accordance with applicable statutes. I further understand that I may undergo disciplinary action from my employer up to and including termination from employment.

EXECUTED AT Cameron County RMA	CITY Rancho Viejo	COUNTY Cameron	STATE TX	ZIP CODE 78575
SIGNATURE X 			DATE 01.20.22	
PRINTED NAME OF SIGNATORY Frank Parker, Jr.				
GOVERNMENT OR COMMERCIAL ENTITY REPRESENTATIVE Pete Sepulveda, Jr.			NAME OF GOVERNMENT OR COMMERCIAL ENTITY Cameron County Regional Mobility Authority	

This form must be completed upon presentation and re-certified annually and RETAINED AT THE WORKSITE of the Requester Account Holder with a current list of those authorized direct or incidental record access for the life of the account and for two years following the deactivation or termination of the account. This completed form and list must be made available upon request to DMV audit staff.

I have read and understand the security policies stated within the Information Security Statement. I understand that failure to comply with these policies may result in disciplinary action in accordance with Section 19572 of the government Code, federal laws and regulations, and/or civil or criminal prosecution in accordance with applicable statutes.

[illegible]



INFORMATION SERVICES PROGRAM AGENT AUTHORIZATION

APPROVED REQUESTER

NAME OF APPROVED REQUESTER

PHYSICAL ADDRESS (STREET

CITY

STATE

ZIP CODE)

NAME OF CONTACT PERSON

TELEPHONE NUMBER

REQUESTER CODE

()

AGENT

NAME OF SOLE OWNER, PARTNERSHIP, LLP, LLC, CORPORATION OR ASSN

Law Enforcement Systems LLC, a Duncan Solutions company

PHYSICAL ADDRESS (STREET

CITY

STATE

ZIP CODE)

633 West Wisconsin Avenue, STE 1600

Milwaukee

WI

53203

NAME OF CONTACT PERSON

TELEPHONE NUMBER

AGENT REQUESTER CODE

Mike Carneiro

(414) 379-7918

AH135

1. The above named approved Requester ("Requester") hereby authorizes the above named "Agent" to access Department of Motor Vehicle (DMV) record information on its behalf in order to perform a specified business function. The Agent, as evidence of this authorization, shall provide a copy of this authorization to the DMV. A copy of the agreement between the Requester and the Agent shall be made available to the DMV upon request.
The Requester authorizes the Agent to use DMV information only for the purpose(s) as specified on the Requester's approved requester account application.
2. The Requester acknowledges that misuse or compromise of their assigned requester code by the Agent could result in inactivation of their regular requester code. Requester has the option of allowing Agent to use Requester's current requester code, or have a separate code issued for specified Agent activity. If a separate Requester code is desired, a new application must be completed and returned to the DMV. Requester should contact the Account Processing Unit at (916) 657-5564 for information or application forms.
3. (a) Requester acknowledges that utilizing an Agent does not absolve the Requester of any responsibility for compliance with the provisions of Section 1808.21 et al. of the California Vehicle Code.
(b) Requester also acknowledges that the information obtained cannot be used for the purposes of direct marketing and will instruct the Agent of this restriction.
4. Requester agrees to notify DMV, in writing, at least two weeks prior to terminating the services of the Agent. Notices should be sent to:

Department of Motor Vehicle
Account Processing Unit – MS-H221
P.O. Box 944231
Sacramento, CA 94244-2310
(916) 657-5564

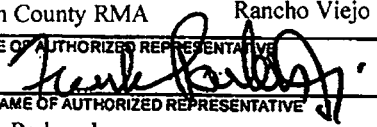
5. If the Requester becomes aware of misuse of DMV information by the Agent, Requester must notify the DMV's Policy and Information Privacy Section immediately at (916) 657-5583.
6. RESIDENCE ADDRESS INFORMATION

Requester acknowledges that, pursuant to California Vehicle Code Section 1808.21, any residence address contained within any California DMV record is confidential information. Requester has also read and understands the following provisions of California Vehicle Code Section 1808.47:

"Any person who has access to confidential or restricted information from the department shall establish procedures to protect the confidentiality of those records. If confidential or restricted information is released to any agent of a person authorized to obtain information, the person shall require the Agent to take all steps necessary to ensure confidentiality and prevent the release of any information to a third party. No Agent shall obtain or use any confidential or restricted records for any purpose other than the reason the information was requested."

Requester understands, acknowledges, and will instruct Agent that any failure to maintain confidentiality is both civilly and criminally punishable pursuant to CVC Sections 1808.45 and 1808.46 and the federal Driver's Privacy Protection Act (18 USC 2721-2725).

7. CERTIFICATION OF APPROVED REQUESTER

EXECUTED AT:	CITY	COUNTY	STATE
Cameron County RMA	Rancho Viejo	Cameron	TX
SIGNATURE OF AUTHORIZED REPRESENTATIVE		DATE	
			
PRINTED NAME OF AUTHORIZED REPRESENTATIVE		TITLE	
Frank Parker, Jr.		Chairman	

DMV APPROVAL

STATE OF CALIFORNIA
DEPARTMENT OF MOTOR VEHICLES
SIGNATURE (DMV REPRESENTATIVE)
X

IMPORTANT

Information provided on this form is public record, unless expressed otherwise in statute.

No confidential information will be released to the general public.

Applicant must retain a copy of this authorization for their records.

Mail to: Department of Motor Vehicles
Accounts Processing Unit – MS H221
PO Box 944231
Sacramento, CA 94244-2310

Physical Address:
Department of Motor Vehicles
Accounts Processing Unit – MS H221
2570 24th Street
Sacramento, CA 95818

**2-M CONSIDERATION AND APPROVAL OF AN AGREEMENT BETWEEN
THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND
COMMONWEALTH OF VIRGINIA DEPARTMENT OF MOTOR
VEHICLES.**



IMPROVING MORE THAN JUST ROADS

February 10, 2022

Motorist Information Manager
Virginia Department of Motor Vehicles
P.O. Box 27412
Richmond, Virginia 23269-0001

RE: VA DMV Information Use Application
Information Security

Dear Ms. Williams:

Cameron County Regional Mobility Authority (CCRMA) has identified Duncan Solutions and its subsidiary, Law Enforcement Systems LLC (LES) as its third-party information service to acquire Virginia DMV registration records. LES obtains these records on our behalf which are then updated to our violation files. We use these records solely for the purpose of collecting unpaid vehicular violations. CCRMA employees are aware that unauthorized use of this information is reason for dismissal. No registered owner information will be given to any third parties, i.e., news agencies, credit bureaus, marketing agencies.

By separate letter, LES has described their Information Security Policy.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Pete Sepulveda, Jr.", is written over the word "Sincerely,".

Pete Sepulveda, Jr.
Executive Director

LES-Duncan Internet Security

All Internet access is managed by a pair of Juniper SSG-520M firewall appliance in a failover configuration. All servers and workstations are behind the SSG-520M.

The Juniper SSG-520M features a configurable, high performance deep packet inspection firewall for extended protection to key Internet services such as Web, e-mail, file transfer, Windows services, and DNS.

The Juniper SSG-520M extends security from the network core to the perimeter by integrating support for Anti-Virus, Anti-Spyware and Intrusion Prevention Service, delivering real-time protection against the latest blended threats, including viruses, spyware, worms, Trojans, software vulnerabilities and other malicious code.

Network

LES-Duncan maintains a number of internal networks. Almost all connections are via GB switch ports. All switches are managed switches.

Test Network - not connected to anything else in LES-Duncan. Provides guest internet access in conference room, lunch room, via wireless. Can be connected to other locations as needed.

LAN - primary connection for all servers and workstations. Connected to Internet on Juniper SSG-520M.

DMZ - Internet facing services.

Remotes - Termination point for outside VPN's.

Backup - Separate network used only for server backup purposes. Main servers connected by 4 bonded GB interfaces. This network has no connection to any other devices.

Computer Room

The LES-Duncan Colo facility is hosted off site with a separate DR site hosted in a different city. Access is restricted to authorized IT personnel via access badges and locked cabinets.

The Colo facility contains a dedicated power panel which provides the circuits for the servers and networking equipment with an online UPS backed up by a generator. All key servers and switches have dual power supplies on separate circuits or consist of dual devices in a fail over configuration.

The Colo facility is serviced by 3 redundant HVAC systems. Two of the HVACs can service the complete Colo facility. The 3rd is used in maintenance or down times.

Servers

Multiple servers have been installed primarily for load balancing and ease of maintenance. Servers are designed to provide for failover. Should a server fail, its processing load can be quickly moved to another server. There is adequate processing power to handle up to three

simultaneous server failures. Servers primarily run Centos Enterprise Linux. This provides the best security and the most efficient use of resources. Windows servers are installed to run programs and services not available on Linux.

Servers have redundant power supplies and RAID disk systems. Each server is configured in the manner best suited for the jobs that it will perform. Production servers all have redundant power supplies and RAID 6 disk systems.

Production/Inquiry/Archive servers - 2u Dell R720, dual quad core Xeon, 160 GB memory, RAID10 with hot spare, Windows 2012 Data Center

Tape server - 2u Dell PE2950 Dell LTO 5/6 tape libraries

All servers contain the Dell's iDRAC management interface. This is used to monitor the performance of each server.

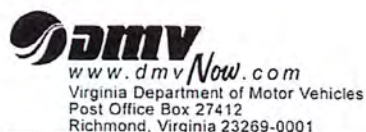
Backup

A dedicated backup server is maintained by LES-Duncan. All programs and data, from all production and development servers, are mirrored to the backup server's DAILY storage system multiple times during the workday. Overnight, the backup server copies the DAILY storage to the appropriate day of week storage - MONDAY thru SUNDAY. Additionally, an archival tape is created of the DAILY storage. This tape is moved offsite. The backup server currently has 23 terabytes of storage. It can be expanded to 77 terabytes.

Archive

The Archive server is designed to save multiple versions of critical files essentially forever. These file sets are saved by program, by user selection, or by file or directory changes. Multiple copies of files at different points in time are saved. Older files migrate to removable drives for near line storage.

The Backup Server is for disaster recovery. It is intended for a full recovery of current systems and restoration of operations. The Archive server is intended to assist in error recovery. A smaller set of critical files is saved as a snapshot for a given point in time. These files can be reviewed at a later date to determine what the system state was at a prior point in time.



GOVERNMENT INFORMATION USE APPLICATION

*** NOTICE TO OUR CUSTOMERS ***

Effective September 1, 2022, all initial Information Use and renewal applications must be submitted electronically to Use Agreement Services (UAS). This is mandated by the *Code of Virginia* §46.2-216.1. Please visit our website at <https://www.dmv.virginia.gov/#/> for more information under the Notices tab. Should you have any questions or concerns regarding this matter, please contact UAS by email at useagreement@dmv.virginia.gov or by phone at (804) 474-2294.

PURPOSE: This application must be used when applying for, making changes to, or renewing an existing Government Use Agreement with the Department of Motor Vehicles (DMV). A Use Agreement is needed when obtaining driver, vehicle, and/or personal information from DMV's record database.

INSTRUCTIONS:

1. Complete in ink or type. If you downloaded this application from DMV's web site you may complete it online. However, you must print the form, sign it and include attachments. Form US 532C provides information about DMV's information-use criteria that may assist you in completing Section J. Form US 532C is available at www.dmvNOW.com.
2. According to § 46.2-208(B), the legal authority establishing the official function(s) for which a government entity is requesting information must be established.
3. Complete **all** parts of the application. Be as specific as possible. If additional space is needed, attach additional pages. Write N/A beside any part(s) or question(s) that do not apply.
4. Have an authorized agent or representative of the applicant sign and date the application. **Unsigned or incomplete applications cannot be processed and will be returned to the applicant.**
5. If also completing an Application for Extranet Transaction Access, complete and attach form US 532 E/ER, with this application.
6. Mail the completed application and supporting documents to the address below.

Use Agreement Services
Virginia Department of Motor Vehicles
Post Office Box 27412
Richmond, Virginia 23269-0001
FAX: 804-367-2536

SPECIAL APPLICATION NOTES AND PROVISIONS

- ▶ This application is subject to change based on changes in state or federal laws, rules, and regulations governing access and use of the requested information.
- ▶ By submitting this application, the applicant agrees to comply with all federal and state statutes, rules and regulations and all DMV policies pertaining to personal information disseminated by DMV. Applicants are subject to the provisions of and should be familiar with the following: the Virginia Code §§ 2.2-3800 through 2.2-3809 and §§ 46.2-208, 46.2-209 and 46.2-210; the federal Driver's Privacy Protection Act (DPPA), 18 U.S.C. §§ 2721 through 2725; the Fair Credit Reporting Act, Public Law 91-508.
- ▶ Violation of the state laws concerning use of DMV information and files is punishable under state law as a Class 4 misdemeanor. Violation of federal Driver's Privacy Protection Act (DPPA), Law 91-508 (Fair Credit Reporting Act), and the provisions therein is punishable by a fine up to \$5,000 or two years imprisonment or both.
- ▶ Applications with false, misleading, or otherwise deceptive information will not be processed and may be grounds for criminal prosecution under state and federal law.

The following are standard requirements of a DMV Government Information Use Agreement:

- ▶ All automated systems access users shall, at their own expense, comply with and maintain compliance with all Commonwealth of Virginia IT security policies, standards, and guidelines, including and revisions, amendments, and/or successors thereto. All automated systems access users shall make all necessary modifications to comply with and maintain compliance with all revisions, updates, modifications, and/or successors to such policies, standards, and guidelines at its own costs. All automated systems access users also shall, at their own expense, comply with and maintain compliance with the DMV IT Architecture and Security Documents, as may be amended from time to time.
 - Copies of the current Commonwealth of Virginia IT security policies, standards, and guidelines are available on the VITA Website at <https://www.vita.virginia.gov/policy--governance/itm-policies-standards/>.
 - Copies of the most recent DMV IT Architecture and Security Documents are available on the DMV Website at http://www.dmv.virginia.gov/webdoc/general/security_docs.asp.
- ▶ All automated systems access users will be responsible for reviewing these websites for revisions, updates and/or modifications at least once every six months.
- ▶ Antivirus Requirements: Internet User understands and agrees that each and every electronic device used to access data stored on DMV Systems must have commercially available Antivirus software installed and actively running on the device, and that the Antivirus software must be maintained with up to date virus definitions.
- ▶ Document Retention - User must maintain a list of accesses made into DMV records for three years from the date of access.
- ▶ Audit Requirements: DMV reserves the right to audit user to confirm compliance with all requirements in the DMV Use Agreement. User shall provide DMV with full access to and the opportunity to examine any records, electronic devices, and/or other materials necessary to perform such audits.

INFORMATION SERVICES PROGRAM
GOVERNMENT REQUESTER
INFORMATION USE APPLICATION

US 532 B (09/01/2021)

DMV USE ONLY	
CHECK/MO/CC #	AMOUNT
DATE	EXPIRES

Purpose: Use this application when applying for, modifying, or renewing an existing government account.

Instructions: Mail completed application to DMV at the address above.

The information below is required by the State Comptroller for debt set-off collection purposes in accordance with Virginia Code §§ 2.2-803 and 2.2-4800, et al.

APPLICATION TYPE	
Check One	
<input checked="" type="checkbox"/> Original Application - All sections must be completed. Incomplete applications will be returned unprocessed.	
<input type="checkbox"/> Change(s) to Existing Account - Complete only those sections that are changing (Required).	
<input type="checkbox"/> Renewal - All sections must be completed. Incomplete applications will be returned unprocessed.	CURRENT DMV USE AGREEMENT NUMBER

SECTION A: AGENCY INFORMATION			
AGENCY NAME Cameron County Regional Mobility Authority		PHONE NUMBER 956-621-5571	
DIVISION/PROGRAM THAT WILL REQUEST INFORMATION Cameron County Regional Mobility Authority		FEDERAL ID NUMBER 392050620	FAX NUMBER
CONTACT PERSON NAME / TITLE Pete Sepulveda, Jr. Executive Director		EMAIL ADDRESS psepulveda@ccrma.org	PHONE NUMBER 956-621-5571
WEBSITE ADDRESS www.ccrma.org, www.tpsccrma.org		BUSINESS TYPE (corporation, LLC, LLP, etc.)	STATE OF ISSUANCE
STREET ADDRESS (physical location) 3461 Carmen Avenue		CITY Rancho Viejo	STATE TX
MAILING ADDRESS (if different from above) Same		CITY	STATE TX
			ZIP CODE 78575

SECTION B: AGENCY TYPE	
<input type="checkbox"/> Federal	<input type="checkbox"/> State
<input type="checkbox"/> County	<input checked="" type="checkbox"/> Special District
<input type="checkbox"/> City	
<input type="checkbox"/> Other: (Identify below)	
IF OTHER, IDENTIFY AGENCY TYPE	

SECTION C: GOVERNMENT INFORMATION USE ACCOUNT HISTORY AND USE	
1. Has anyone directly affiliated with any party identified above:	
a. previously applied for, had, or have a Government Information Use Account? <input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, BUSINESS NAME	AGREEMENT / ACCOUNT NUMBER
b. been subject to a DMV administrative action? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, attach a separate sheet that includes the type of action, the name of the person and/or business and the date of the incident.	
2. Has anyone having access ever been convicted of any crime for a violent act, stalking, computer fraud, or for unauthorized disclosure, access or distribution of information? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, attach a separate sheet that includes the name of the person, the specific code violation, conviction date, name of court and action taken.	
3. <input type="checkbox"/> I will be using the information for my own business use as approved by the department.	
<input type="checkbox"/> I will be using the information to perform a legitimate business service on behalf of another Government Requester Information Use Application (GRIUA) applicant (i.e., pass through/reformat, other contracted services) as approved by the department. Access authority will be based on the other GRIUA applicant.	

SECTION D. INFORMATION DELIVERY METHOD

Check all blocks that indicate how you wish to receive the requested information.

- ☐ **PICK UP** printed information
- ☐ Receive printed information via **MAIL**
- ☐ Request information using the Extranet (Internet) application (US 532E/ER application required)
- ☒ Request information using the Secure Data Exchange
- ☐ Request information through direct access to DMV Web Service
- ☐ Request information via **ONLINE** computer access through VITA

SECTION E. TYPE OF INFORMATION REQUESTED

SELECT APPLICABLE INFORMATION TYPE(S) BELOW

1. ☐ I am an **EMPLOYER** requesting Driver Record Information on employees as it relates to the driver's license status and activity pursuant to § 46.2-208(B)(11).
- ☐ I am a **TNC** requesting Driver Record Information on employees as it relates to the driver's license status and activity pursuant to § 46.2-209.49.

Intended Use (check all that apply)

- ☐ **OPTION 1** -- Pre-employment Screening
- ☐ **OPTION 2** -- Risk Management on current employees
- ☐ **OPTION 3** -- Participation in DMV's Driver Alert Program plus Risk Management. Enter the day and month you would like to receive your annual production of driver records (mm/dd) _____. **NOTE:** Records produced are limited to a maximum of 9,999 drivers.

Driver Alert Monitoring Preferences (check all that apply)

- ☐ Immediate alert of moving violation convictions.
- ☐ Immediate alert if drivers accumulate seven adverse points within a calendar year.
- ☐ Immediate alert of suspensions, revocations, disqualifications, cancellations; reckless driving or driving while intoxicated convictions.

2. ☐ I am pursuing a **MECHANIC** and/or **STORAGE LIEN** and need Vehicle Information which includes vehicle description, title, registration and vehicle activity as well as current Lienholder(s) pursuant to § 46.2-644.03.

Intended Use

- ☐ Notify vehicle owner and lienholder of vehicle location and mechanic and/or storage fees due prior to mechanic and/or storage lien application.

SECTION F. PERMISSIBLE USE(S)/PURPOSE

Each permissible use **must** be listed separately in accordance with provisions of section § 46.2-208(B)(9).

DMV USE ONLY

Select all that apply below **AND** complete Section J - Validation of User Need.

- ☐ Driver Information
- ☒ Vehicle information which includes vehicle description, title, registration and vehicle activity.
- ☒ Personal information, as defined in § 2.2-3801.
- ☐ Other (please describe _____)

1. IDENTIFY PROPOSED USE AND LEGAL AUTHORITY

The information will be used to notify individuals that have a parking violation, tolling transaction/violation or photo enforcement violations in our jurisdiction

PROPOSED USE/APPROVED

☐ Yes ☐ No

REASON CODE

2. IDENTIFY PROPOSED USE AND LEGAL AUTHORITY

PROPOSED USE/APPROVED

☐ Yes ☐ No

REASON CODE

3. IDENTIFY PROPOSED USE AND LEGAL AUTHORITY

PROPOSED USE/APPROVED

☐ Yes ☐ No

REASON CODE

4. IDENTIFY PROPOSED USE AND LEGAL AUTHORITY

PROPOSED USE/APPROVED

☐ Yes ☐ No

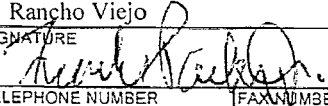
REASON CODE

SECTION G. INFORMATION SYSTEM CONTACT PERSON (For online access only.)			
CONTACT PERSON NAME		TITLE	
ADDRESS (if different than applicant address)			
CITY		STATE	ZIP CODE
TELEPHONE NUMBER ()	FAX NUMBER ()	BUSINESS EMAIL ADDRESS	

SECTION H. USER LIST
<p>Provide a list of all users and a description of the type of access needed to obtain information. Attach a separate list of names if necessary. Users of the information will be employees of the third party service who will obtain the information via FTP.</p>

SECTION I. THIRD PARTY USER		
Do you plan to use a third party information service? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If yes, provide name of the service below.		
BUSINESS NAME Law Enforcement Systems, LLC	CONTACT PERSON NAME Mike Carneiro	
MAILING ADDRESS (street address or P.O. box, city, state and zip code) 635 West Wisconsin Avenue, Suite 1600, Milwaukee, WI 53203		
PHYSICAL ADDRESS (street address, city, state and zip code) (do NOT enter P.O. boxes) Same		
TELEPHONE NUMBER (414) 379-7918	FAX NUMBER (414) 847-3775	BUSINESS EMAIL ADDRESS mcarneiro@duncansolutions.com

SECTION J. VALIDATION OF USER NEED (Must be attached to this application.)
<p>Attach a copy of any documents supporting the need for the requested information and verifying the identity of the agency or user. Be as thorough as possible and address the following points.</p> <ul style="list-style-type: none"> • The legal authority that authorizes the performance of the requester's official functions and a description of how such information will be used to carry out such official functions. • Statement on government letterhead from the applicant user • Other items validating the user's need as explained in Section F • For service providers only in addition to above requirements: <ul style="list-style-type: none"> ◦ Security of records, files and systems ◦ Names and addresses of data extraction method and software creators/vendors ◦ Network diagrams and descriptions of data extraction methods and software ◦ Descriptions of system support processes including backup methods and frequencies • Proposed audit/management controls over access and dissemination of requested information • Commercial anti-virus software and frequency of updates

CERTIFICATION		
I, the undersigned, certify and affirm that: 1) I am a duly authorized agent of the applicant; 2) I am authorized to make application to DMV for any information use agreement for the purpose stated in this application; and 3) all information presented in this form is true and correct, that any documents I have presented to DMV are genuine, and that the information included in all supporting documentation is true and accurate. I make this certification and affirmation under penalty of perjury and I understand that knowingly making a false statement or representation on this form is a criminal violation.		
USER/BUSINESS NAME (print or type) Cameron County Regional Mobility Authority	REQUEST DATE (mm/dd/yyyy) 01/20/2022	
AUTHORIZED REPRESENTATIVE NAME (print or type) Frank Parker, Jr.	TITLE (print or type) Chairman	
AUTHORIZED REPRESENTATIVE ADDRESS (if different from Part 1) 3461 Carmen Avenue		
CITY Rancho Viejo	STATE TX	ZIP CODE 78575
SIGNATURE 		
TELEPHONE NUMBER (956) 621-5571	FAX NUMBER ()	BUSINESS EMAIL ADDRESS psepulveda@ccrma.org



INFORMATION SECURITY STATEMENT

By signing this form, the undersigned represents that he/she has read and understands the same, agrees to its content, realizes the penalties of non-compliance to its terms, and ensures each employee given access agrees to and understands the same.

The Department of Motor Vehicles (VA DMV) collects information from the public to administer the various programs for which it has responsibility. VA DMV is committed to protect this information from unauthorized access, use, or disclosure. The following has been adopted to address commercial and governmental users responsibilities for handling and protecting information obtained from VA DMV. I understand the following are my responsibilities:

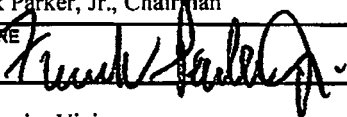
1. May access information only when necessary to accomplish the responsibilities of employment. May not access or use information from the VA DMV for personal reasons. (Examples of inappropriate access or misuse of VA DMV information include, but are not limited to: making personal inquiries or processing transactions on any records or those of friends or relatives; accessing information about another person, including locating their residence address, for any reason that is not related to job responsibilities.)
2. May disclose VA DMV information only to individuals who have been authorized to receive it through the appropriate procedures as regulated by VA DMV. Requesters of information must complete the appropriate forms, submit them to VA DMV as specified in the use agreement addendum, and pay all applicable fees. A proper accounting of all disclosures must be made and the subject must be notified in accordance with statute and the VA DMV directives. (Examples of unauthorized disclosures include, but are not limited to: telling someone the address of another person when it is not an authorized disclosure or part of job responsibilities.)
3. To keep the requester code and/or password confidential, authorized users must take reasonable precautions to maintain secrecy of any requester code and/or password. Reasonable precautions include, but are not limited to: not telling or allowing others to view passwords or requester code; securing pc/laptop with a locking device; storing user documentation to sensitive programs in a secure place; destroy VA DMV information in a manner that it cannot be reproduced or identified in any physical or electronic form in accordance with VA addendum; and report any suspicious circumstances or unauthorized individuals observed in the work area to supervisor, if applicable.
4. To promptly notify manager or supervisor of any indication of misuse or unauthorized disclosure of information obtained from VA DMV.

Federal law states:

"Any person who knowingly obtains, discloses, or uses personal information from a motor vehicle record for a purpose not permitted under the Driver's Privacy Protection Act (Title 18 of the United States Code, Section 2721-2725), shall be liable to the individual to whom the information pertains, who may bring civil action in a United States district court."

I hereby acknowledge that I am an authorized representative of the agency named in Section A and have been designated as the person responsible for compliance with the statutes and regulations pertaining to access and use of Department record information. I have read and agree to the provisions contained herein and shall be responsible for the orientation, training, and supervision of persons authorized to access Department record information.

I understand that false or misleading answers are cause for denial and/or termination of any access agreement granted. I understand that if this application for requester account is approved, I will be required to conform to the statement presented within. Any deviations will be considered by DMV as a misuse and may result in both revocation of the account and refusal of subsequent applications.

I certify (or declare) under penalty of perjury under the laws of the State of Virginia that the foregoing is true and correct.		
NAME AND TITLE OF GOVERNMENTAL OFFICIAL OR AUTHORIZED REPRESENTATIVE (print) Frank Parker, Jr., Chairman		TELEPHONE NUMBER 956-621-5571
SIGNATURE 		DATE (mm/dd/yyyy) 01/20/2022
CITY Rancho Viejo	STATE TX	ZIP CODE 78575
APPROVED BY DEPARTMENT OF MOTOR VEHICLES REPRESENTATIVE		
NAME AND TITLE (print)		DATE (mm/dd/yyyy)
SIGNATURE		

This form must be completed upon presentation and re-certified annually and **RETAINED AT THE WORKSITE** of the Requester Account Holder with a current list of those authorized direct or incidental record access for three years from the date of access. The completed form and list must be made available upon request to DMV audit staff.

I have read and understand the security policies stated within the Information Security Statement. I understand that failure to comply with these policies may result in disciplinary action in accordance with Section 19572 of the government Code, federal laws and regulations, and/or civil or criminal prosecution with applicable statutes.

[illegible]

**2-N CONSIDERATION AND APPROVAL OF A RESOLUTION AND AN
AMENDMENT TO THE ADVANCE FUNDING AGREEMENT BETWEEN THE
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND THE TEXAS
DEPARTMENT OF TRANSPORTATION REGARDING SH 550 GAP 2
PROJECT AND AUTHORIZATION FOR CHAIRMAN PARKER TO SIGN
NECESSARY DOCUMENTS REQUIRED BY TXDOT ASSOCIATED WITH
THIS ADVANCE FUNDING AGREEMENT.**

THE STATE OF TEXAS

COUNTY OF CAMERON

RESOLUTION

BE IT RESOLVED THAT ON THE 20TH DAY OF JANUARY 2022, THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY CONVENED IN A MEETING, THE FOLLOWING ITEM WAS OFFERED AND ADOPTED, TO WIT:

"CONSIDERATION AND APPROVAL OF A RESOLUTION AND AN AMENDMENT TO THE ADVANCE FUNDING AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AND THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) REGARDING SH 550 GAP 2 PROJECT AND AUTHORIZATION FOR CHAIRMAN PARKER TO SIGN NECESSARY DOCUMENTS REQUIRED BY TXDOT ASSOCIATED WITH THIS ADVANCE FUNDING AGREEMENT"

WHEREAS: the Cameron County Regional Mobility Authority has developed the SH 550/I 169 Project from Olmito, Texas to the entrance of the Port of Brownsville, approximately 10 miles; and

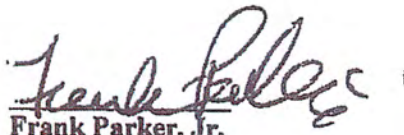
WHEREAS: the SH 550 Gap 2 project is fully funded utilizing CAT 7 funds from the RGVMPO; and

WHEREAS: the Gap 2 Project is the last segment to complete the ultimate configuration of the SH 550/I 169 Project and the Cameron County Regional Mobility Authority agrees to provide one hundred percent of the right of way and utility adjustments as well as the environmental clearance, plans, specifications, and estimate; and

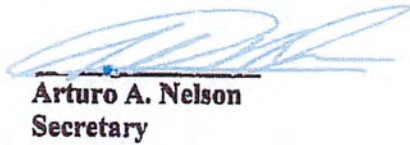
WHEREAS: the SH 550/I 169 Project will provide an Interstate to the Port of Brownsville.

NOW THEREFORE BE IT FURTHER PROCLAIMED, that the Cameron County Regional Mobility Authority Board of Directors Approves an Amendment to the Advance Funding Agreement for the SH 550 Gap 2 Project and approves the Resolution approving such amendment to the Advance Funding Agreement.


Passed, Approved and Adopted on this 20th day of January 2022.


Frank Parker, Jr.
Chairman


Michael F. Scalef
Vice Chairman


Arturo A. Nelson
Secretary


Al Villarreal
Treasurer


Mark Esparza
Director


Dr. Maria Villegas, MD
Director


Leo Garza
Director

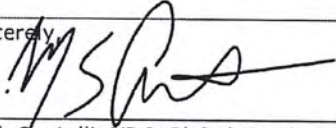
**2-O CONSIDERATION AND APPROVAL OF A CHANGE ORDER WITH
TOLLPLUS, LLC TO ALLOW ADJUSTMENTS TO BE TRANSMITTED VIA
THE BRIDGES HOST TO BE SENT TO THE BACK OFFICE SYSTEM FOR
THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AS
REQUESTED BY THE CAMERON COUNTY INTERNATIONAL BRIDGE
SYSTEM.**

Request No: CCRMA-ROM-08-Jan182022		Project/System: CCRMA Back-Office System	
Name of the Client: Cameron County Regional Mobility Authority ("CCRMA")			
Originator: CCRMA		Affected Area: CCRMA BOS	
Date Raised: JUL-19-2021		Priority:	Normal
Type: Change Order		Phase/Milestone: See below	
ROM Authority: <p>This Change Order (CO) is issued pursuant to Article 4 of the Agreement for Back-Office System Implementation and Management ("BOS Agreement") dated May 2, 2016, between TollPlus, LLC, and CCRMA. CCRMA has requested a CO providing an estimate for certain changes to the Cameron County Regional Mobility Authority ("CCRMA") Back-Office System to implement functionality to allow toll adjustments to be transmitted via the Bridges Host, provided by Etransit, to be sent to the CCRMA BOS. Any terms not defined in this CO will have the meanings defined in the BOS Agreement. This CO is subject to the terms of the BOS Agreement, including without limitation its provisions regarding obligations, variations, coordination, delay and force majeure.</p>			
Background: <p>This CO is issued in response to a request by CCRMA for a cost estimate for functionality to allow toll adjustments to be transmitted via the Bridges Host, provided by Etransit, to be sent to the BOS.</p>			
Proposed Change Description: <p>The Back-Office System for CCRMA needs to be updated to support the following requirements:</p> <ol style="list-style-type: none"> 1. Allow toll adjustments to be transmitted via the Bridges Host, provided by Etransit, to be sent and updated in the CCRMA BOS. 2. Update reconciliation and financial reporting to show the adjustments made from the Etransit system. 			
Assumptions: <ol style="list-style-type: none"> 1. No additional reports will be needed outside of the reconciliation and financial reporting of the adjustments. 2. Delays in deliverables outside of the control of TollPlus may result in price adjustments to this Change Order. 3. Delays may occur affecting the Go-Live of the functionality caused by CCRMA or other 3rd parties. If the delay is caused by factors outside of TollPlus control and Go-Live has not occurred for more than 90 days from the Start of Testing milestone, TollPlus will provide sufficient evidence of the successful completion of the testing and invoice for full payment of the Go-Live milestone. 			
Actions proposed to be taken and impacted areas: <ul style="list-style-type: none"> • Update the ICD to add the adjustments and the BOS response. • Update the BOS file processing to accept and process the adjustment records. • Develop the process to update the BOS transactions with the adjustments received. • Update BOS file processing to send a corresponding response for the adjustments received. • Develop the updates to the reconciliation and financial reporting. • Integration Test new file processing with Etransit (TVL and adjustments). 			
Total CO Estimated Cost: \$46,550.00 for Design, Development, and Implementation			
Proposed Milestone Payment Schedule: <ul style="list-style-type: none"> NTP - 20% Start of Testing - 30% Testing approved - 30% Go-Live - 20% 			

Estimated time for completion: 06 weeks from NTP for ICD updates, development and internal testing completion. Integration Testing and Go-Live will be dependent on Etransit schedule and availability.

The estimated costs and time for completion given in this estimate are valid for 90 days, expiring on April 18th, 2022. The estimated time for completion is only an estimate and could change depending on when CCRMA gives the NTP, how promptly CCRMA provides necessary approvals, and based on the other work priorities at the time of NTP.

Sincerely,

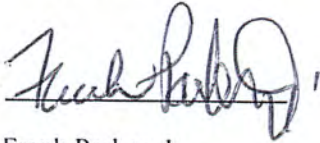


Mark Cantelli, VP & Global Head of Delivery
TollPlus, LLC

Accepted by:

Cameron County Regional Mobility Authority

Signature:



Name: Frank Parker, Jr.

Title: Chairman

Date: 01.20.22