



IMPROVING MORE THAN JUST ROADS

POSTED ON WEB
JULY 14, 2023
At 8:15 A.M.

AGENDA
Special Meeting of the Board of Directors
of the
Cameron County Regional Mobility Authority
3470 Carmen Avenue, Suite 5
Rancho Viejo, Texas 78575
July 17, 2023
12:00 Noon

PUBLIC COMMENTS:

1. Public Comments.

ITEMS FOR DISCUSSION AND ACTION:

2. Action Items.

A. Acknowledgement of Claims.

B. Approval of Claims.

C. Consideration and Approval of an Interlocal Agreement between the Cameron County Regional Mobility Authority and Cameron County Regarding the South Parallel Corridor Phase 3 Project.

D. Consideration and Approval of an Interlocal Agreement between the Cameron County Regional Mobility Authority and Harris County.

3. EXECUTIVE SESSION:

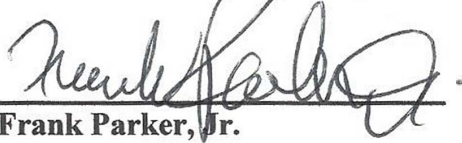
A. Confer with Cameron County Regional Mobility Authority Legal Counsel Regarding Legal Issues Related to the Interlocal Agreement with Harris County, Pursuant to V.T.C.A., Government Code, Section 551.071(1) & (2).

4. ACTION RELATIVE TO EXECUTIVE SESSION:

A. Possible Action

ADJOURNMENT:

Signed this 14th day of July 2023.

A handwritten signature in dark ink, appearing to read "Frank Parker, Jr.", is written over a horizontal line.

Frank Parker, Jr.
Chairman

NOTE:

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

2-A ACKNOWLEDGEMENT OF CLAIMS.



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims July 12, 2023

Operating

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
CheckMark	119054 6/23	\$ 65.90	TimeClock Services June 2023	Indirect	Y	Local	Ope
GDJ Engineering	2023-111	8,963.22	RGVMPO June 2023	Indirect	Y	Local	TRZ
JWH and Associates, Inc.	1423	5,675.25	North Railroad Alternatives June 2023	North Rail Relocation	Y	Local	TRZ
Locke Lord LLP	1799294	7,814.30	Legal Services May 2023	Indirect	Y	Local	Ope
Lone Star Shredding Document Storage	1988466	97.50	Shredding Services June 2023	Indirect	Y	Local	Ope
Staples Business Credit	1649608805	315.54	Office Supplies Admin/Tolls June 2023	Indirect	Y	Local	Ope
Rentfro, Irwin, & Irwin, P.L.L.C	2010	3,441.03	Legal Services June 2023	Indirect	Y	Local	Ope
Charter Communications	0121858070923	1,161.02	Internet/Phones July 2023	Indirect	Y	Local	Ope
Toshiba Financial Services	42690798	311.23	Admin Printer July 2023	Indirect	Y	Local	Ope
Verizon Wireless	9937972156	75.98	Internet Hotspot June 2023	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030007806 6/23	35.46	Water & Wastewater Ste 7 June 2023	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030007907 6/23	34.92	Water & Wastewater Ste 6 June 2023	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008005 6/23	34.17	Water & Wastewater Ste 4 June 2023	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008105 6/23	34.81	Water & Wastewater Ste 3 June 2023	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008306 6/23	34.85	Water & Wastewater Ste 8 June 2023	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008406 6/23	52.37	Water & Wastewater Ste 5 June 2023	Indirect	Y	Local	Ope
		<u>28,147.55</u>					

Interlocal Agreement

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
GDJ Engineering	2023-119	\$ 10,552.54	Dana Rd Proj June 2023	Dana Road- City of Brownsville	Y	Local	Restri
		<u>10,552.54</u>					

Tolls


Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Arnulfo S Garza Sr	Refund AG 7.3.23	\$ 17.00	Refund DV TxTag Request AG 7.3.23	Indirect	Y	Local	Tolls
Law Enforcement Systems LLC	1010952	878.80	Out of State DMV Records May 2023	Indirect	Y	Local	Tolls
Law Enforcement Systems LLC	1011227	1,062.10	Out of State DMV Records June 2023	Indirect	Y	Local	Tolls
Eduardo J. Trevino	Travel EJT 7.11.23	116.52	Travel Reimbursement EJT 7.11.2023	Indirect	Y	Local	Tolls
Kapsch TrafficCom USA, Inc	486024SI00496	10,500.00	Annual Preventive Maintenance and Performance	Indirect	Y	Local	Tolls
LexisNexis Risk Solutions FL Inc	1546392-20230630	116.83	Address and Name Lookup June 2023	Indirect	Y	Local	Tolls
NSA Property Holdings LLC d/b/a Move It Storage-Los Fresnos	Unit #923 7/23	307.00	Storage Rent July 2023 Unit #923	Indirect	Y	Local	Tolls
Staples Business Credit	1649608805	81.77	Office Supplies Admin/Tolls June 2023	Indirect	Y	Local	Tolls
Texas Department of Motor Vehicles (TxDMV)	TxDMV 7.7.23	3,000.00	Name and Address Lookup 7.7.23	Indirect	Y	Local	Tolls
Charter Communications	0121858070923	1,161.02	Internet/Phones July 2023	Indirect	Y	Local	Tolls
Charter Communications	2868066070323	258.53	Ethernet Intrastate 8066 July 2023	Direct Connectors - SH550	Y	Local	Tolls
Verizon Wireless	9937972156	75.98	Internet Hotspot June 2023	Indirect	Y	Local	Tolls
Valley Municipal Utility District	3010066802 6/23	51.51	Water & Wastewater Tolls June 2023	Indirect	Y	Local	Tolls
		<u>17,627.06</u>					
	Operations	\$ 28,147.55					
	Interlocal Agree	10,552.54					
	Tolls	17,627.06					
	Total Transfer	<u>\$ 56,327.15</u>					

Reviewed by:

Monica R. Ibarra,
Accountant

 7.12.23

Victor J. Barron,
Controller

 7.12.23

Pete Sepulveda Jr.,
Executive Director

 7.13.23




CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims July 10, 2023

Operating


Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
U.S. Customs and Border Protection	FY17 Los Tomates	\$ 772,867.88	Donation Under FY17 Los Tomates OIT Cash Donataion	CC- Veterans Bridge	Y	Local	Ope
		<u>772,867.88</u>					
	Operations	\$ 772,867.88					
	Total Transfer	<u>\$ 772,867.88</u>					

Reviewed by:

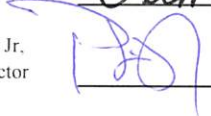
Monica R. Ibarra,
Accountant

 7.10.23

Victor J. Barron,
Controller

 7.10.23

Pete Sepulveda Jr.,
Executive Director

 7.10.23



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims July 3, 2023

Operating

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	AMEX June 2023	\$ 837.28	Credit Card Charges June 2023	Indirect	Y	Local	Ope
Culligan of the Rio Grande Valley	320895 6/23	10.99	Bottled Water Delivery June 2023	Indirect	Y	Local	Ope
Diamante Super Clean	11-006	850.00	Janitorial Services June 2023	Indirect	Y	Local	Ope
Direct Energy Business, LLC	231730051961793	61.56	Electricity Ste 7 June 2023	Indirect	Y	Local	Ope
Direct Energy Business, LLC	231730051961794	177.97	Electricity Ste 3 June 2023	Indirect	Y	Local	Ope
Direct Energy Business, LLC	231730051961795	37.17	Electricity Ste 5 June 2023	Indirect	Y	Local	Ope
Direct Energy Business, LLC	231730051961796	50.21	Electricity Ste 4 June 2023	Indirect	Y	Local	Ope
Alejandro Garcia	Travel AG 6.30.23	148.69	Travel Reimbursement AG 6.30.23	Indirect	Y	Local	Ope
Alejandro Garcia	Travel AG Jun 23	162.44	Travel Reimbursement AG June 2023	Indirect	Y	Local	Ope
Gexa Energy, LP	33602739	122.23	Electricity Ste 6 June 2023	Indirect	Y	Local	Ope
Republic Services	0863-002391557	136.03	Waste Container July 2023	Indirect	Y	Local	Ope
		<u>2,594.57</u>					

Interlocal Agreement

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
GDJ Engineering	2023-093	\$ 9,355.44	South Williams Rd April 2023	S. Williams Road	Y	Local	Ope
GDJ Engineering	2023-094	10,021.96	North Williams Rd April 2023	N. Williams Road	Y	Local	Ope
		<u>19,377.40</u>					

Tolls


Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	AMEX June 2023	\$ 3,636.01	Credit Card Charges June 2023	Indirect	Y	Local	Tolls
Culligan of the Rio Grande Valley	320895 6/23	57.95	Bottled Water Delivery June 2023	Indirect	Y	Local	Tolls
Direct Energy Business, LLC	231730051961385	354.05	Electricity Tolls June 2023	Indirect	Y	Local	Tolls
Direct Energy Business, LLC	231740051971338	225.04	Electricity 570 Fm 511 June 2023	Direct Connectors - SH550	Y	Local	Tolls
Direct Energy Business, LLC	231740051971339	403.90	Electricity 1895 Fm 511 #1 June 2023	FM1847 - SH550	Y	Local	Tolls
Eric Davila	Travel ED Apr 23	911.98	Travel Reimbursement ED April 2023	Indirect	Y	Local	Tolls
Eric Davila	Travel ED Jun 23	317.91	Travel Reimbursement ED June 2023	Indirect	Y	Local	Tolls
Eric Davila	Travel ED May 23	321.41	Travel Reimbursement ED May 2023	Indirect	Y	Local	Tolls
Lily Anne Garcia	Reimb LG 6.30.23	42.91	Reimbursement for Travel and Supplies LG 6.30.23	Indirect	Y	Local	Tolls
FRANCISCO J SANMIGUEL	Mileage Reimbursement F	1,312.62	Travel Reimbursement FSM Mileage	Indirect	Y	Local	Tolls
Gexa Energy, LP	33607257	223.74	Electricity 1505 Fm 511 & 1705 Fm 511 June 2023	Direct Connectors - SH550	Y	Local	Tolls
E.A. Stone dba Gulf Data Products	115407	619.00	#10 Window Envelopes Fuego Qty 5000	Indirect	Y	Local	Tolls
iCheckU Drug and Alcohol Testing Services	839	60.00	Background Check for Potential Marketing Director	Indirect	Y	Local	Tolls
Port Isabel Chamber of Commerce	2023 Causeway Run	2,500.00	2023 Causeway Run Sponsorship	Indirect	Y	Local	Tolls
Prisciliano Delgado	10747	250.00	Lawn Care June 2023	Indirect	Y	Local	Tolls
Public Utilities Board	600710 6/23	161.85	Electricity 1100 Fm 511 Hwy Bro, TX June 2023	Direct Connectors - SH550	Y	Local	Tolls
South Padre Island Chamber of Commerce	'24 Guide To SPI 1/4	1,693.00	2024 Guide to SPI 1/4 Page	Indirect	Y	Local	Tolls
Temp Control, Inc.	301810	260.00	Checked two units and added gas Ste 5 and Ste 7	Indirect	Y	Local	Tolls
		<u>13,351.37</u>					
	Operations	\$ 2,594.57					
	Interlocal Agree	19,377.40					
	Tolls	<u>13,351.37</u>					
	Total Transfer	<u>\$ 35,323.34</u>					

Reviewed by:


Monica R. Ibarra,
Accountant

 7.3.23

Victor J. Barron,
Controller

 7.3.23

Pete Sepulveda Jr.,
Executive Director

 7.3.23



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims June 23, 2023

Operating

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Amazon Capital Services	IC3L-7CQ6-4H49	\$ 212.95	Office Supplies Tolls/Admin May 2023	Indirect	Y	Local	Ope
Automationdirect.com Inc	14912707	3,945.00	Stratus A/C 7580 BTU/H R-422d 115 VAC Operating Voltage 304	Indirect	Y	Local	Bond Pro
CNA Surety	72276634 JH 7/24	50.00	CNA Surety JH 7.16.23-7.16.24	Indirect	Y	Local	Ope
Locke Lord LLP	1797016	7,211.38	Legal Services April 2023	Indirect	Y	Local	Ope
Lone Star Shredding Document Storage	1988264	112.50	Shredding Services June 2023	Indirect	Y	Local	Ope
Mechanical Reps, Inc.	1195683-00	11,896.00	Spare AC Units SH550	Indirect	Y	Local	Bond Pro
TML Health Benefits Pool	PCAMERO62307	7,805.06	Employee Health Benefits July 2023	Indirect	Y	Local	Ope
		<u>31,232.89</u>					

Interlocal Agreement

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Pathfinder Public Affairs, Inc	63-B	8,000.00	Consulting Services ILA March 2023	CC - Consulting Services PF	Y	Local	Ope
Pathfinder Public Affairs, Inc	64-B	8,000.00	Consulting Services ILA April 2023	CC - Consulting Services PF	Y	Local	Ope
Pathfinder Public Affairs, Inc	65-B	8,000.00	Consulting Services ILA May 2023	CC - Consulting Services PF	Y	Local	Ope
S&B Infrastructure, LTD	U2716.260-10	13,124.66	South Padre Island 2nd Access WA 26 May 2023	South Padre Island 2nd Access	Y	Local	Restri
		<u>37,124.66</u>					

Tolls


Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
A&I Custom Manufacturing LLC	91	\$ 1,350.00	Removal of Old Door and Adding of New Frame	Indirect	Y	Local	Tolls
Amazon Capital Services	1C3L-7CQ6-4H49	517.41	Office Supplies Tolls/Admin May 2023	Indirect	Y	Local	Tolls
Janett Huerta	Travel JH 6.19.23	195.66	Travel Reimbursement JH 6.19.23	Indirect	Y	Local	Tolls
Lily Anne Garcia	Travel LG 6.19.23	214.66	Travel Reimbursement LG 6.19.23	Indirect	Y	Local	Tolls
FRANCISCO J SANMIGUEL	Reim FSM 6.23.23	306.11	Reimbursement FSM Equipment	Indirect	Y	Local	Tolls
Victor Barron	Travel VJB 6.23.23	286.06	Travel Reimbursement VJB 6.23.23	Indirect	Y	Local	Tolls
Matus Contractor Company	589	9,500.00	Grass, garbage, herbicide Zone 1 Direct Conn to Padres Line	Indirect	Y	Local	Tolls
Temp Control, Inc.	6530-01INV	1,550.00	Removed Old Unit and Installed New Unit w/ Crane	Indirect	Y	Local	Tolls
The Brownsville Herald	N.I.E Sponsorship	500.00	Sponsorship Brownsville Heralds In Education Program NIE	Indirect	Y	Local	Tolls
Charter Communications	0879673061523	320.37	Ethernet Intrastate June 2023	Direct Connectors - SH550	Y	Local	Tolls
TML Health Benefits Pool	PCAMERO62307	7,070.38	Employee Health Benefits July 2023	Indirect	Y	Local	Tolls
Toshiba Financial	42614858	296.86	Tolls Printer June 2023	Indirect	Y	Local	Tolls
Yvette Chevalier	Ref Fuego YC 6.6.23	15.00	Fuego Refund YC 5.19.23	Indirect	Y	Local	Tolls
		<u>22,122.51</u>					
	Operations	\$ 31,232.89					
	Interlocal Agree	37,124.66					
	Tolls	<u>22,122.51</u>					
	Total Transfer	<u>\$ 90,480.06</u>					


Reviewed by:

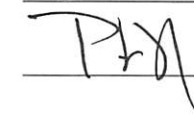
Monica R. Ibarra,
Accountant

Victor J. Barron,
Controller

Pete Sepulveda Jr.,
Executive Director

 6.23.23

 6.23.23

 6.23.23

2-B APPROVAL OF CLAIMS.



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
BOD Claims July 17, 2023

Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
GDJ Engineering	2023-112	\$ 16,380.36	I69E Grant Preparation June 2023	Indirect	Y	Local	TRZ
S&B Infrastructure, LTD	U2716.335-03	86,451.86	SH550 Maintenance Project June 2023	SH 550	Y	Local	TRZ
		<u>102,832.22</u>					

Interlocal Agreement

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
A&I Custom Manufacturing LLC	2023-001 #5	\$ 15,875.55	Mountain Bike Tral Improvments June 2023	Mountain Bike Trail	Y	Local	Restri
S&B Infrastructure, LTD	U2716.222-11	251,424.64	East Loop PS&E, GEO, Utilities WA 22 June 2023	SH 32 (East Loop)	Y	Local	Restri
S&B Infrastructure, LTD	U2972.100-03	40,828.63	Veterans POV Exp Amd 1 May 2023	CC- Veterans Bridge	Y	Local	Ope
S&B Infrastructure, LTD	U2972.200-02	50,319.98	Veterans POV Expansion Amd 2 June 2023	CC- Veterans Bridge	Y	Local	Ope
		<u>358,448.80</u>					

Tolls Interlocal Agreements

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
TollPlus LLC	US2300067	\$ 6,788.45	Maintenance and Support Pharr Bridge June 2023	Pharr-Reynosa Intl Bridge	Y	Local	Toll
		6,788.45					

Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
InfoSend, Inc.	242091	\$ 37,257.29	Printing and Mailing Service June 2023	Indirect	Y	Local	Toll
Kapsch TrafficCom USA, Inc	486024SI00582	19,187.00	Toll System Maintenance Support June 2023	Indirect	Y	Local	Toll
TML Intergovernmental Risk Pool	9384 7.1.23	18,120.75	Insurance Coverage 7.1.23	Indirect	Y	Local	Toll
TollPlus LLC	US2300067	16,389.71	Support and Maintenace Pharr June 2023	Indirect	Y	Local	Toll
		90,954.75					
Operations		\$ 102,832.22					
Interlocal		358,448.80					
Tolls Interlocal		6,788.45					
Tolls		90,954.75					
Total Transfer		\$ 559,024.22					

Reviewed by:

Victor J. Barron,
Controller

DocuSigned by:

Victor Barron

7/12/2023

DocuSigned by:

Pete Sepulveda Jr,
Executive Director

Pete Sepulveda, Jr

7/12/2023

**2-C CONSIDERATION AND APPROVAL OF AN INTERLOCAL AGREEMENT
BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
AND CAMERON COUNTY REGARDING THE SOUTH PARALLEL
CORRIDOR PHASE 3 PROJECT.**

STATE OF TEXAS)
)
CAMERON COUNTY)

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT (“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 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.

NOW, THEREFORE, the COUNTY and the CCRMA agree to the following terms:

1. **PURPOSE OF INTERLOCAL COOPERATIVE AGREEMENT:** To authorize the CCRMA to complete the final PS&E for the South Parallel Corridor Phase 3 Project and any coordination required by TxDOT.
2. **PROJECT TO BE COMPLETED:** To complete the final PS&E for the South Parallel Corridor Phase 3 Project and coordinate approval of final design with TxDOT.

3. CCRMA HEREBY AGREES TO:

- a. To coordinate with the Texas Department of Transportation (TxDOT) the necessary approvals for final PS&E.
- b. To provide monthly progress reports of activities to the COUNTY.

4. COUNTY HEREBY AGREES TO:

- a. To provide funding in the amount of \$500,000.00 from bond proceeds.
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 bond proceeds or current revenues as determined by 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 South Parallel Corridor Phase 3 Project.
 7. This Interlocal Cooperation Agreement constitutes a one-time Agreement between the Parties and does not constitute a continuing Agreement for the COUNTY and, CCRMA. This 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 or CCRMA.
 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. 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 COMMISSIONERS COURT and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS.

Executed on this _____ day of _____, 2023.

Attested by: _____
Sylvia Garza Perez
County Clerk

Eddie Treviño, Jr.
County Judge

Arturo A. Nelson
Secretary

Frank Parker, Jr.
CCRMA Chairman

**2-D CONSIDERATION AND APPROVAL OF AN INTERLOCAL AGREEMENT
BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
AND HARRIS COUNTY.**

INTERLOCAL AGREEMENT

FOR

TOLLING SERVICES

May 2, 2023

between

Cameron County

Regional Mobility Authority

and

Harris County

TOLLING SERVICES AGREEMENT

THIS TOLLING SERVICES AGREEMENT (“Agreement”), by and between the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, a local government corporation organized under the laws of the State of Texas (“CCRMA”) and HARRIS COUNTY, a body corporate and politic organized under the laws of the State of Texas, acting by and through Harris County Toll Road Authority (HCTRA) is executed to be effective the ____ day of _____, 2023 (“Effective Date”).

RECITALS:

- A. CCRMA and Harris County (each a “Party,” together “Parties”) are entering into this Agreement pursuant to which Harris County will provide interoperability and tolling services as defined herein in this Agreement for CCRMA toll road(s) in Cameron County, Texas, which are opened to the traveling public (collectively called “the Project”).
- B. Pursuant to Section 370.033(5) of the Texas Transportation Code, CCRMA is authorized to enter into contracts or operating agreements with a similar authority, another governmental entity, or an agency of the United States.
- C. Pursuant to Section 284.003 of the Texas Transportation Code Harris County is authorized to operate and maintain a toll project located within and outside Harris County. Harris County seeks to improve interoperability of the Project through the Harris County Toll Road Authority (“HCTRA”), a department of Harris County.
- D. Pursuant to the Interlocal Cooperation Act (Tex. Gov’t Code, Chapter 791), CCRMA and Harris County are authorized to contract with other governmental entities and political subdivisions.
- E. Pursuant to Commissioners Court Order dated _____, 2023, the Harris County Commissioners Court has approved this Agreement and authorized the Harris County Judge to execute and deliver this Agreement on behalf of Harris County.
- F. Pursuant to a Resolution adopted by the Board of Directors of the Cameron County Regional Mobility Authority dated _____, 2023, the Cameron County Regional Mobility Authority has approved this Agreement and authorized its Chairman to execute and deliver this Agreement on behalf of CCRMA.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements set forth in this Agreement, CCRMA and Harris County agree as follows:

AGREEMENT:

1. Consideration.

Harris County shall provide CCRMA Fuego transponders in exchange for CCRMA providing HCTRA customer account information of the current Fuego customers, CCRMA Fuego transponders and international customers.

2. Definitions. Unless otherwise defined herein, terms with initial capital letters and abbreviations used in this Agreement have the definitions set forth in Exhibit A.

3. Engagement, Term and Termination.

a. CCRMA and Harris County will work towards providing interoperability tolling services on the Project and such tolling services in accordance with the provisions hereof. The term ("Term") of this Agreement begins on the Effective Date and ends on the fifth (5th) anniversary of the Effective Date. This Agreement will automatically renew for an additional five (5) years from and after the end of the then-expiring Term, unless a Party provides a written notice of termination to the other Party at least 180 days before the end of the Term.

b. Either Party may terminate this Agreement, with or without cause, by providing written notice to the other Party not less than 180 days prior to the stated termination date. Harris County will continue to provide tolling services as provided in this Agreement occurring up to the termination date.

c. This Agreement may also be terminated upon agreement of the Parties.

4. Harris County Responsibilities.

a. Harris County will provide CCRMA Fuego transponders as requested by CCRMA.

b. HCTRA shall provide 75,000 Fuego transponders to CCRMA.

c. Harris County shall provide transponder technology which meets CCRMA specifications on a non-discriminatory basis (i) in accordance with the requirements of this Agreement and Harris County's standard and practices regarding transponder design, engineering, and functionality which it performs such services and functions for its own facilities, and (ii) at the same level of service Harris County provides customers on its own toll facilities.

5. CCRMA Responsibilities.

a. To facilitate Harris County's performance of interoperability and tolling services, CCRMA will provide Harris County with account information including but not limited to the name, address, and license plate information of current Fuego customers.

b. CCRMA will provide Harris County with account information of international customers including but not limited to the name, address, and international license plate information of current CCRMA customers.

6. Cooperative Efforts.

a. The Parties will make appropriate representatives available to help each other promptly resolve issues arising in connection with their performance under this Agreement.

b. The Parties will cooperate to maximize Fuego transponder penetration in the CCRMA region. The CCRMA will incorporate and coordinate with HCTRA any meetings with Mexico dealing with the interoperability of FUEGO Tag and HCTRA will assist with resources to achieve the interoperability with Mexico.

c. The Parties shall provide sufficient information, manuals, and training to the other party to ensure compliance with the terms of this Agreement.

d. The Parties shall provide advance notice of any change in marketing activities or publicity that affect the other party's operations or performance under this Agreement.

e. provide each other with information for purposes of training each Party's customer service personnel to respond to customer inquiries concerning operation of the Project.

f. The Parties will seek cost effective ways to continuously improve tolling services including, but not limited to exploring opportunities with CCRMA's back office operation and CCRMA's electronic toll collection system.

7. Confidential Information. The Parties will maintain Customer Confidential Information, including any Mexican vehicle information shared under this Agreement, as confidential information and in compliance with applicable privacy laws and consistent with their policies and practices regarding the confidential information of their customers. As a merchant accepting payment cards, Harris County is required to maintain compliance with the Payment Card Industry (PCI) Data Security Standard (DSS) for cardholder information within its systems. Harris County will not provide CCRMA with Customer Confidential Information in any reports; however, Harris County will provide CCRMA with names, addresses, e-mail addresses, telephone numbers, and account profiles of Users upon request by CCRMA.

8. Records and Audit Rights.

HCTRA will maintain, consistent with its practices regarding customers of its own facilities, accurate and complete books and records relating to Harris County's performance of this Agreement, including electronic data of or relating thereto and data and other information relevant to the fees that HCTRA charges to CCRMA and Users. HCTRA will make these books and records available during normal business hours for audit and inspection by CCRMA and and/or CCRMA's designees, at the location where such books and records are customarily maintained. HCTRA will provide to CCRMA and its designee copies of such records upon request and at CCRMA's expense. HCTRA will retain the books and records described in this Section 8 for a minimum of five years after the date the record or document is generated. Any records relating to claims and disputes

between the Parties, or any known third-party claim against Harris County or CCRMA, will be retained until such claims or disputes are finally resolved.

Harris County will allow CCRMA access to the Back Office System for financial and transactional reports related to the Project. CCRMA may request reports containing additional information but must reimburse Harris County for its design and programming costs.

9. Remedies. If either Party fails to observe or perform any covenant, agreement, term or condition required to be observed or performed by it under this Agreement and such failure continues for a period of [60] days after written notice is given by the other Party specifying said failure, the other Party will be entitled to seek an action in mandamus against that Party, or to exercise any and all other rights and remedies available to it under this Agreement, at law or in equity. The Parties will utilize the dispute resolution procedures in Section 10 before exercising the remedies in this section.

10. Dispute Resolution Procedures. Any disputes between the Parties concerning this Agreement that cannot be resolved at the staff level will be referred to HCTRA's Executive Director or his/her designee and CCRMA's Chairperson or his/her designee to resolve. If they do not resolve the dispute, the Parties agree to use the procedures in this Section 10. The Party making a claim may advance it in accordance with the statutes and administrative rules applicable on the Effective Date. The Parties agree to use any alternative dispute resolution procedure that is a part of the applicable claim procedure. The Parties will satisfy the requirement for alternative dispute resolution by participating in non-binding mediation, unless otherwise agreed to by the Parties.

11. Transition Upon Termination. Harris County will assist CCRMA and cooperate in providing a smooth transition of tolling services and transfer data from HCTRA to CCRMA upon the termination of this Agreement. Harris County and CCRMA will cooperate in development of a Transition Plan, which will include (i) transition of collection and customer service; and (ii) transfer of data identified in the Transition Plan from HCTRA to CCRMA. Harris County will continue to provide services as provided in this Agreement until the date designated in the Transition Plan.

12. Successors and Assigns.

a. Neither CCRMA nor Harris County may assign, lease, sublet, or transfer its interest in this Agreement without the prior written consent of the other Party to this Agreement.

b. This Agreement will bind and be for the sole and exclusive benefit of the Parties and their legal successors, including without limitation any successor public agency or entity to either Party.

13. No Third-Party Beneficiaries. Nothing in this Agreement or in any approval subsequently provided by either Party hereto shall be construed as conferring any benefits, rights, remedies, or claims to any Person not a party to this Agreement, including, without limitation, the public in general.

14. Severability. If any provision of this Agreement, or the application thereof to any Person or circumstance, is rendered or declared illegal for any reason and is invalid or unenforceable, the

remainder of this Agreement and the application of such provision to other Persons or circumstances will not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

15. Written Amendments. Any changes in the character, agreement, terms and/or responsibilities of the Parties (as detailed in Sections 4-8) must be enacted through a written amendment and executed by the Parties. A written amendment pursuant to this section may consist of a written communication, including signed letter via e-mail, between the Parties reflecting same. The parties intend for the Texas Uniform Electronic Transactions Act, *i.e.*, TEX. BUS. & COM. CODE § 322.001 *et seq.* to govern this Agreement to the extent applicable.

16. Notices. All notices to either Party by the other required under this Agreement must be delivered personally, sent by email followed by deposit in the U.S. Mail, or sent by certified or registered U.S. Mail, proper postage prepaid, addressed to such Party at the following respective addresses:

If to HARRIS COUNTY:

Harris County
1001 Preston, 9th Floor
Houston, Texas 77002
Attention: Harris County Judge

With a copy to:

Harris County Toll Road Authority
7701 Wilshire Place Dr.
Houston, Texas 77040
Attention: Executive Director

If to CCRMA:

Frank Parker, Jr, Chairman
Cameron County Regional Mobility Authority
3461 Carmen Avenue
Rancho Viejo, Texas 78575

With copy to:

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

All personally delivered notices will be deemed given on the date so delivered. All notices mailed by certified or registered mail will be deemed given three days after being deposited in the U.S. mail. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided for above.

17. Limitations. All covenants and obligations of the Parties under this Agreement will be deemed to be valid covenants and obligations of said entities, and no officer, director, or employee of CCRMA or Harris County will have any personal obligations or liability hereunder.

18. Relationship of the Parties. Nothing in this Agreement shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent between the Parties, or any joint enterprise.

19. Exhibits. Exhibits referred to in this Agreement and attached hereto are incorporated herein in full by this reference as if each of such exhibits were set forth in the body of this Agreement and duly executed by the Parties.

20. Authorization. Each Party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement in accordance with its terms, other than those that have been obtained.

21. Interpretation. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party having or being deemed to have drafted, prepared, structured, or dictated such provision. The use of the word “will” in this Agreement connotes a contractual right, covenant or obligation, as applicable. Wherever the word “including” is used, it is deemed to mean “including, without limitation,”

22. Captions. The captions used for the Sections in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of this Agreement or any Section hereof.

23. Governing Law. The laws of the State of Texas shall govern this Agreement.

24. Counterparts. This Agreement may be executed in one or more counterparts, all of which together will be deemed an original.

25. To the extent applicable, the Parties agree that any purchases of goods or services under this Agreement is subject to TEX. GOV'T CODE § 791.025 to the extent applicable.

26. Future Business Opportunities. HCTRA agrees that any future business opportunities concerning international bridges or other regional mobility authorities along the Texas-Mexico Border will be handled as part of the Project with the CCRMA.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement by six multiple counterparts on the dates shown below, effective on the Effective Date.

APPROVED AS TO FORM:

CHRISTIAN MENEFEE
Harris County Attorney

HARRIS COUNTY

By _____
MARCY LINEBARGER
Senior Assistant County Attorney

By _____
LINA HIDALGO
County Judge

Date: _____

**CAMERON COUNTY REGIONAL MOBILITY
AUTHORITY**

By: _____
FRANK PARKER, JR
Chairman

Date: _____

ATTESTED TO:

By: _____
Arturo Nelson,
Secretary

EXHIBIT A

DEFINITIONS

As used in the foregoing agreement, the following terms have the respective meanings indicated:

“Back Office System” (BOS) means the system used by HCTRA to receive, collect, process, analyze, and store all tolls and toll transactions to include a Customer Service Center, a Violation Enforcement Center, IOP Peer, and a Host.

“Customer Confidential Information” means the toll account and travel records of Users, including all personal information such as names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information and driver’s license information.

“ETCS” means the electronic toll collection system, including its components, systems and subsystems, the hardware and physical infrastructure, and the software provided by HCTRA.

“Interface Control Document” or ICD” means the document setting forth interface standards for HCTRA’s back office and the ETCS, including the manner in which data must be transmitted and received between HCTRA’s back office and the ETCS, as such document may be revised or updated by HCTRA or CCRMA from time to time with prior written consent of the other Party (which consent will not be unreasonably withheld or delayed).

“Interoperable Transaction” means Transponder Transactions involving Toll Operators other than HCTRA.

“Project” has the meaning set forth in the Recitals.

“Roadside Toll Collection System” or “ETCS” means the electronic toll collection system, including its components, systems and subsystems, the hardware and physical infrastructure, and the software provided by HCTRA.

“Service Commencement Date” means (i) the Effective Date of this Agreement with respect to all lanes that are open for normal and continuous operations and use by the traveling public on that date, and (ii) the date upon which additional lanes of the Project or segments of the Project are opened by CCRMA for normal and continuous operations and use by the traveling public.

“Tag Validation List” means the consolidation of the Transponder Issuers’ master tag validation lists and updates of all known transponders and their current known status that is created by HCTRA and electronically distributed by HCTRA to CCRMA and/or its integrator.

“Toll Operator” means any Person, who or which (a) manages and operates a tolled roadway in the State of Texas, and (b) participates with HCTRA in interoperability protocols, agreements and arrangement.

“Transaction or Transactions” means a Transponder Transaction, Video Transaction, and Non-Complying Transaction.

“Transition Plan” means a plan jointly developed by Harris County and CCRMA which describes in detail how upon the termination of this agreement tolling services will be transitioned from Harris County to CCRMA without the loss of data or interruption in the collection of tolls.

“Transponder Issuer” means any Person, who or which (a) issues transponders for mounting in vehicles and transacting Transponder Transactions on any tolled roadway in the State of Texas and (b) participates with HCTRA in interoperability protocols, agreements and arrangement.

“Transponder Transaction” means each electronic record of a toll, which may include video images and video data that together constitute one toll payable from a customer, that are properly transmitted to HCTRA’s back office in accordance with the ICD respecting a vehicle that (a) passes through a toll lane on a Project, (b) is equipped with a transponder issued by a Transponder Issuer, and (c) has a sufficient account balance at the time of posting or re-posting to pay in full the applicable toll rate.

“User(s)” means the registered owner of a vehicle traveling on the Project.

“Video Transaction” each electronic record of a toll and set of contemporaneous video images of license plates and other video data (as required by the ICD) that are properly transmitted to HCTRA’s back office in accordance with the ICD respecting (a) a vehicle that passes through a toll lane on the Project and is not equipped with a working transponder issued by a Transponder Issuer but for which CCRMA transmits to HCTRA’s back office (i) a Readable Video Image of a license plate that bears a serialized or personalized plate number and means to identify the issuing jurisdiction; and (ii) video data as required by the ICD; or (b) a vehicle that passes through a toll lane on a Project and is equipped with a transponder that is (i) issued by a Transponder Issuer and (ii) associated with an account not closed at the time of transmission but having an insufficient account balance at the times of debit and re-debits to pay in full the applicable Transponder Transaction toll rate.