

THE STATE OF TEXAS §
COUNTY OF CAMERON §

BE IT REMEMBERED on the 11th day of January 2024, there was conducted a Special 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 P.M.

PRESENT:

FRANK PARKER, JR.
CHAIRPERSON

MICHAEL SCAIEF- ABSENT
VICE CHAIRMAN

ARTURO A. NELSON
SECRETARY

AL VILLARREAL
TREASURER

MARK ESPARZA
DIRECTOR

LEO R. GARZA
DIRECTOR

JULIE GUERRA-RAMIREZ
DIRECTOR

The Meeting was called to order by Chairman Parker, at 12:00 P.M. 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 8th day of January 2024 at 8:52 A.M.

PUBLIC COMMENTS

1 PUBLIC COMMENTS

None.

ACTION ITEMS

2-A Consideration and Approval of the December 15, 2023, Special Meeting Minutes

Director Esparza moved to approve the December 15, 2023, Special Meeting Minutes. The motion was seconded by Treasurer Villarreal and carried unanimously.

2-B Acknowledgement of Claims.

Mr. Victor Barron, RMA Chief Financial Officer went over the Claims and presented them into the record.

Treasurer Villarreal moved to acknowledge the Claims as presented. The motion was seconded by Director Guerra-Ramirez and carried unanimously.

The Claims are as follows:

2-C Approval of Claims.

Mr. Victor Barron, RMA Chief Financial Officer went over the Claims and presented them into the record. Mr. Barron also read in an invoice for TML Insurance in the amount of \$21,480.00.

Treasurer Villarreal moved to approve the Claims as presented with the invoice read in for TML Insurance in the amount of \$21,480.00. The motion was seconded by Secretary Nelson and carried as follows:

Ayes: Chairman Parker, Secretary Nelson, Treasurer Villarreal, and Director Guerra-Ramirez

Nays: n/a

Abstain: Director Esparza and Director Garza

The Claims are as follows:

2-D 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 Internal Revenue Services (IRS) Mileage Rates 2024.

Mr. Victor Barron, RMA Chief Financial Officer, went over Cameron County RMA's Amended Travel Policy with the updated GSA per diem rates and updated IRS mileage rates.

Secretary Nelson moved to approve Cameron County RMA's Amended Travel Policy to Comply with U.S. General Services Administration (GSA) Per Diem and Internal Revenue Services (IRS) Mileage Rates for 2024. The motion was seconded by Director Guerra-Ramirez and carried unanimously.

The Policy is as follows:

2-E Consideration and Approval of Payment of Invoices and Release of Checks to SpawGlass for the Cameron County Veteran's Bridge DAP Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director advised the board of the need to approve the Payment of Invoices and Release of Checks to SpawGlass for the estimated amounts of Pay App #17 \$1,300,000 and Pay App #18 \$1,350,000 for the Cameron County Veteran's Bridge DAP Project.

Director Esparza moved to approve the payment of invoices and release of checks to SpawGlass for the estimated amounts of Pay App #17 - \$1,300,000 and Pay App #18 - \$1,350,000 for the Cameron County Veteran's Bridge DAP Project. The motion was seconded by Director Garza and carried unanimously.

2-F Consideration and Approval of an Amendment to the CCRMA Fiscal Year 2024 Holiday Schedule.

Director Esparza moved to take no action on the item. The motion was seconded by Director Garza and carried unanimously.

2-G Consideration and Approval of a Resolution Supporting the East Loop Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director advised the board of the need to approve the Resolution Supporting the East Loop Project. Mr. Sepulveda explained the resolution would support the request for functional classification with Federal Highway Administration (FHWA) and allow for federal funds to be used on the East Loop Project. Mr. Sepulveda advised the board that a resolution has also been approved by Cameron County and has been submitted to the Rio Grande Valley Metropolitan Organization (RGVMPO) and staff recommends approval.

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

The Resolution is as follows:

2-H Consideration and Approval of a One-year Renewal for Custodial Service Contract with Flor Muñoz.

Mr. Pete Sepulveda, Jr., RMA Executive Director advised the board for the need to approve a One-year Renewal for Custodial Services with Flor Muñoz. Mr. Sepulveda informed the board that all terms would remain the same and staff recommends approval.

Director Guerra-Ramirez moved to approve a One-Year Renewal for Custodial Service Contract with Flor Muñoz. The motion was seconded by Director Esparza and carried unanimously.

The Contract is as follows:

2-I Consideration and Approval of a Month to Month Contract with Duncan Solutions.

Director Garza moved to table the Month to Month Contract with Duncan Solutions. The motion was seconded by Secretary Nelson and carried unanimously.

2-J Consideration and Approval of a One-year Renewal/ Extension on the Depository Contract with Texas Regional Bank.

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board for the need to approve a One-year Renewal/Extension on the Depository Contract with Texas Regional Bank. Mr. Sepulveda advised the board that the term would be for one-year and the interest rate would remain at 4.2%, all fees are waived as per the terms of the contract, and staff recommends approval.

Treasurer Villarreal moved to approve the One-year Renewal/ Extension on the Depository Contract with Texas Regional Bank. The motion was seconded by Secretary Nelson and carried as follows:

Ayes: Chairman Parker, Secretary Nelson, Treasurer Villarreal, and Director Guerra-Ramirez

Nays: n/a

Abstain: Director Esparza and Director Garza

Affidavits were filed by Director Esparza and Director Garza

The Contract is as follows:

2-K Consideration and Approval of the Termination of Work Authorization No. 26 with RRP Engineers for the SPI 2nd Causeway Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board of the need to terminate Work Authorization No. 26 between the Cameron County Regional Mobility Authority and RRP Engineers for the SPI 2nd Causeway Project. Mr. Sepulveda advised the board that the CCRMA would be working with TxDOT on the schematic and environmental and thus would be negotiating a new work authorization with the same vendor. Mr. Sepulveda also informed the board that all electronic files of work performed would be transferred to TxDOT and that a final invoice from RRP is pending to be submitted for review and approval.

Director Esparza moved to approve to terminate Work Authorization No. 26 between the Cameron County Regional Mobility Authority and RRP Engineers for the SPI 2nd Causeway Project. The motion was seconded by Director Garza and carried unanimously.

2-L Consideration and Approval of a Resolution Approving an Amended Advance Funding Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for the Whipple Road Project and Authorizing Chairman Frank Parker, Jr., to sign any Necessary Documents as may be needed by the Texas Department of Transportation.

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board for the need to approve a Resolution approving an Amended Advance Funding Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for the Whipple Road Project and Authorizing Chairman Frank Parker, Jr. to sign any necessary documents as may be needed by the Texas Department of Transportation. Mr. Sepulveda also advised the board of the importance of the

Whipple Road project since it will connect two state roads and that the project is currently in the environmental process, working towards a final design, and staff recommends approval.

Director Esparza moved to approve a Resolution approving an Amended Advance Funding Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for the Whipple Road Project and Authorizing Chairman Frank Parker, Jr., to sign any Necessary Documents as may be needed by the Texas Department of Transportation. The motion was seconded by Secretary Nelson and carried unanimously.

The Resolution 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, advised the board for the need to approve the Agreement between the Cameron County Regional Mobility Authority and Commonwealth of Virginia Department of Motor Vehicles. Mr. Sepulveda also advised the board that this would be a third renewal and staff recommends approval.

Director Garza moved to approve the Agreement between the Cameron County Regional Mobility Authority and Commonwealth of Virginia Department of Motor Vehicles. The motion was seconded by Director Esparza and carried unanimously.

The Agreement is as follows:

2-N Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and Hamilton & Lucio, P.C.

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board of the need to Approve an Agreement between the Cameron County Regional Mobility Authority and Hamilton & Lucio, P.C. Mr. Sepulveda advised the board that a plan of action would be reported to the board and that one board member may be involved at the kickoff meeting with Hamilton & Lucio, P.C.

Director Esparza moved to approve the Agreement between the Cameron County Regional Mobility Authority and Hamilton & Lucio, P.C. The motion was seconded by Director Garza and carried unanimously.

Director Garza motioned to go into Executive Session at 12:19 pm. The motion was seconded by Director Esparza and carried unanimously.

3. Executive Session

3-A Confer with Legal Counsel for the Cameron County Regional Mobility Authority Regarding Legal Issues with the SPI 2nd Causeway Project, Pursuant to V.T.C.A., Government Code, Section 551.071 (1).

3-B Confer with Legal Counsel for the Cameron County Regional Mobility Authority Regarding Legal Issues with Insurance Claim Related to SH 550 Northbound Direct Connector, Pursuant to V.T.C.A., Government Code, Section 551.071 (1).

- 3-C Confer with Legal Counsel for the Cameron County Regional Mobility Authority Regarding Legal Issues with the Agreement with A to Be, Pursuant to V.T.C.A., Government Code, Section 551.071 (1).

Director Garza motioned to come back from Executive Session at 12:40 pm. The motion was seconded by Director Esparza and carried unanimously.

4. Possible Action Relative to Executive Session

4-A Possible Action

Director Garza moved to acknowledge the report of legal counsel and to proceed as discussed in Executive Session. The motion was seconded by Director Esparza and carried unanimously.

4-B Possible Action

Director Garza moved to acknowledge the report of legal counsel and to proceed as discussed in Executive Session. The motion was seconded by Director Esparza and carried unanimously.

4-C Possible Action

Director Garza moved to acknowledge the report of legal counsel and to proceed as discussed in Executive Session. The motion was seconded by Director Esparza and carried unanimously.

ADJOURNMENT

There being no further business to come before the Board and upon motion by Director Guerra-Ramirez and seconded by Treasurer Villarreal and carried unanimously, the meeting was **ADJOURNED** at 12:42 P.M.

APPROVED this 25th day of January 2024.


CHAIRMAN FRANK PARKER, JR.

ATTESTED:


ARTURO A. NELSON, SECRETARY



IMPROVING MORE THAN JUST ROADS

POSTED ON WEB
AT 8:52 A.M.
ON 01/08/2024

AGENDA
Special Meeting of the Board of Directors
of the
Cameron County Regional Mobility Authority
3470 Carmen Avenue, Suite 5
Rancho Viejo, Texas 78575
January 11, 2024
12:00 Noon

PUBLIC COMMENTS:

1. Public Comments.

ITEMS FOR DISCUSSION AND ACTION:

2. Action Items.

- A. Consideration and Approval of the December 15, 2023, Special Meeting Minutes.
- B. Acknowledgement of Claims.
- C. Approval of Claims.
- D. 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 Internal Revenue Service (IRS) Mileage Rates 2024.
- E. Consideration and Approval of Payment of Invoices and Release of Checks to SpawGlass for the Cameron County Veterans Bridge DAP Project.
- F. Consideration and Approval of an Amendment to the CCRMA Fiscal Year 2024 Holiday Schedule.
- G. Consideration and Approval of a Resolution Supporting the East Loop Project.
- H. Consideration and Approval of a One-year Renewal for Custodial Service Contract with Flor Munoz.
- I. Consideration and Approval of a Month to Month Contract with Duncan Solutions.
- J. Consideration and Approval of a One-year Renewal/Extension on the Depository Contract with Texas Regional Bank.

K. Consideration and Approval of the Termination of Work Authorization No. 26 with RRP Engineers for the SPI 2nd Causeway Project.

L. Consideration and Approval of a Resolution Approving an Amended Advance Funding Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for the Whipple Road Project and Authorizing Chairman Frank Parker, Jr. to Sign any Necessary Documents as may be Needed by the Texas Department of Transportation.

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 Agreement between the Cameron County Regional Mobility Authority and Hamilton & Lucio, P.C.

3. Executive Session.

A. Confer with Legal Counsel for the Cameron County Regional Mobility Authority Regarding Legal Issues with the SPI 2nd Causeway Project, Pursuant to V.T.C.A., Government Code, Section 551.071 (1).

B. Confer with Legal Counsel for the Cameron County Regional Mobility Authority Regarding Legal Issues with Insurance Claim Related to SH 550 Northbound Director Connector, Pursuant to V.T.C.A., Government Code, Section 551.071 (1).

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

4. Action Relative to Executive Session.

A. Possible Action.

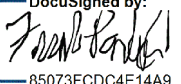
B. Possible Action.

C. Possible Action.

ADJOURNMENT:

Signed this 08th day of January 2024

DocuSigned by:


85073FCDC4E14A9...
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.

Claims for Acknowledgement

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims December 28, 2023

Operations

| Vendor Name | Invoice Number | Cash Required | Invoice/Credit Description | PROJ Title | Transfer Funds | Funding Source | Bank Account |
|--------------------------------|-----------------|------------------|-----------------------------------|------------|----------------|----------------|--------------|
| Diamante Super Clean | 11-011 | \$ 850.00 | Janitorial Services December 2023 | Indirect | Y | Local | Ope |
| Direct Energy Business, LLC | 233550053304889 | 40.66 | Electricity Ste 4 December 2023 | Indirect | Y | Local | Ope |
| Direct Energy Business, LLC | 233550053304694 | 39.42 | Electricity Ste 7 December 2023 | Indirect | Y | Local | Ope |
| Direct Energy Business, LLC | 233550053304695 | 171.07 | Electricity Ste 3 December 2023 | Indirect | Y | Local | Ope |
| Direct Energy Business, LLC | 233550053304696 | 18.95 | Electricity Ste 5 Decemeber 2023 | Indirect | Y | Local | Ope |
| Gexa Energy, LP | 36126276 | 59.88 | Electricity Ste 6 December 2023 | Indirect | Y | Local | Ope |
| Pathfinder Public Affairs, Inc | 71 | 12,000.00 | Consulting Services November 2023 | Indirect | Y | Local | Ope |
| Pathfinder Public Affairs, Inc | 72 | 12,000.00 | Consulting Services December 2023 | Indirect | Y | Local | Ope |
| Republic Services | 0863-002481245 | 136.03 | Waste Container Dec 2032 | Indirect | Y | Local | Ope |
| | | <u>25,316.01</u> | | | | | |

Tolls

| Vendor Name | Invoice Number | Cash Required | Invoice/Credit Description | PROJ Title | Transfer Funds | Funding Source | Bank Account |
|-----------------------------|-----------------|------------------|--|---------------------------|----------------|----------------|--------------|
| Direct Energy Business, LLC | 233550053304288 | \$ 287.09 | Electricity Tolls December 2023 | Indirect | Y | Local | Toll |
| Direct Energy Business, LLC | 233560053316156 | 219.46 | Electricity 570 Fm 511 December 2023 | Direct Connectors - SH550 | Y | Local | Toll |
| Direct Energy Business, LLC | 233560053316157 | 301.11 | Electricity 1895 Fm 511 #1 December 2023 | FM1847 - SH550 | Y | Local | Toll |
| Direct Energy Business, LLC | 233590053329163 | 5.92 | Electricity 1505 Fm 511 December 2023 | Direct Connectors - SH550 | Y | Local | Toll |
| Prisciliano Delgado | 10606 | 250.00 | Lawn Care December 2023 | Indirect | Y | Local | Toll |
| | | <u>1,063.58</u> | | | | | |
| | Operations | \$ 25,316.01 | | | | | |
| | Tolls | <u>1,063.58</u> | | | | | |
| | Total Transfer | <u>26,379.59</u> | | | | | |

Reviewed by:

Monica R. Ibarra,
Accountant*Monica R. Ibarra* 12.28.23

DocuSigned by:

Victor J. Barron,
Controller*Victor Barron*

12/28/2023

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Pete Sepulveda Jr.,
Executive Director*PJ*

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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims December 22, 2023

Operations

| Vendor Name | Invoice Number | Cash Required | Invoice/Credit Description | PROJ Title | Transfer Funds | Funding Source | Bank Account |
|----------------|----------------|-----------------|-----------------------------|------------|----------------|----------------|--------------|
| Locke Lord LLP | 1833832 | 1,167.09 | Lexis Research Novemer 2023 | Indirect | Y | Local | Ope |
| | | <u>1,167.09</u> | | | | | |

| | | |
|----------------|----|-----------------|
| Operations | \$ | <u>1,167.09</u> |
| Total Transfer | | <u>1,167.09</u> |

Reviewed by:

Victor J. Barron,
Controller

Victor Barron 12.22.23

Pete Sepulveda Jr.,
Executive Director

Pete Sepulveda Jr. 12.22.23



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims December 21, 2023

Operations

| Vendor Name | Invoice Number | Cash Required | Invoice/Credit Description | PROJ Title | Transfer Funds | Funding Source | Bank Account |
|---------------------------------------|--------------------|------------------|---|------------|----------------|----------------|--------------|
| Aflac | 248014 | \$ 37.68 | Employee Supplemental Insurance December 2023 | Indirect | Y | Local | Ope |
| Amazon Capital Services | 1DVR-94NR-FTYD | 192.83 | Office Supplies Admin/Tolls Nov 2023 | Indirect | Y | Local | Ope |
| Bank of New York Mellon | 252-2598267 | 1,500.00 | VRF Revenue Refunding Bonds Series 2017 2023-2024 | Indirect | Y | Local | Ope |
| CheckMark | 119054 11/23 | 55.92 | TimeClock Service November 2023 | Indirect | Y | Local | Ope |
| Eric Davila | Travel ED 12.15.23 | 852.67 | Travel Reimbursement ED 12.15.23 | Indirect | Y | Local | Ope |
| Lily Anne Garcia | Reimb LG 12.15.23 | 42.59 | Reimbursement Travel/Office LG 11.29.23 | Indirect | Y | Local | Ope |
| GDJ Engineering | 2023-212 | 9,009.62 | RGV MPO Pro November 2023 | Indirect | Y | Local | TRZ |
| Harlingen Area Chamber of Commerce | 45448 | 245.00 | Annual Membership Investment | Indirect | Y | Local | Ope |
| Lone Star Shredding Document Storage | 1993229 | 112.50 | Shredding Services December 2023 | Indirect | Y | Local | Ope |
| Charter Communications | 185525901120123 | 1,168.31 | Internet/Phones Admin/Tolls Dec 2023 | Indirect | Y | Local | Ope |
| Texas Windstorm Insurance Association | 1001541516 | 309.17 | Insurance Deductible Increase | Indirect | Y | Local | Ope |
| | | <u>13,526.29</u> | | | | | |

Tolls

| Vendor Name | Invoice Number | Cash Required | Invoice/Credit Description | PROJ Title | Transfer Funds | Funding Source | Bank Account |
|---------------------------------------|-----------------|-----------------|---|---------------------------|----------------|----------------|--------------|
| Amazon Capital Services | 1DVR-94NR-FTYD | \$ 218.08 | Office Supplies Admin/Tolls Nov 2023 | Indirect | Y | Local | Toll |
| Public Utilities Board | 588837 12/23 | 197.23 | Electricity 180042 SH550 LOC Bro TX December 2023 | Port Spur - SH550 | Y | Local | Toll |
| Cristian Daniel Pena | 0141 | 101.25 | SH 550 Detail 12.7.23 CP | Indirect | Y | Local | Toll |
| Jose Martinez | 0140 | 101.25 | SH 550 Detail 12.7.23 JM | Indirect | Y | Local | Toll |
| Charter Communications | 185399301120123 | 261.06 | Ethernet Intrastate 2129 FM Apt 511 December 2023 | Direct Connectors - SH550 | Y | Local | Toll |
| Charter Communications | 185525901120123 | 1,168.31 | Internet/Phones Admin/Tolls Dec 2023 | Indirect | Y | Local | Toll |
| Charter Communications | 185961401120123 | 261.06 | Ethernet Intrastate 104 Lynnwood Trl Dec 2023 | Direct Connectors - SH550 | Y | Local | Toll |
| Texas Windstorm Insurance Association | 1001541516 | 309.17 | Insurance Deductible Increase | Indirect | Y | Local | Toll |
| | | <u>2,617.41</u> | | | | | |

| | |
|----------------|------------------|
| Operations | \$ 13,526.29 |
| Tolls | <u>2,617.41</u> |
| Total Transfer | <u>16,143.70</u> |

Reviewed by:

Monica R. Ibarra,
Accountant

Monica R. Ibarra 12.21.23

Victor J. Barron,
Controller

Victor J. Barron 12.21.23

Pete Sepulveda Jr.,
Executive Director

Pete Sepulveda Jr. 12.21.23



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims December 15, 2023

Operations

| Vendor Name | Invoice Number | Cash Required | Invoice/Credit Description | PROJ Title | Transfer Funds | Funding Source | Bank Account |
|---------------------|-----------------------|--------------------|---|------------|----------------|----------------|--------------|
| Maria D Mayorga | Reim LG 12.14.23 | \$ 160.52 | Travel/Office Reimbursement LG 12.14.23 | Indirect | Y | Local | Ope |
| PEDRO SEPULVEDA JR. | Reim TTC PSJ 12.14.23 | 1,356.44 | Reimbursement TTC PSJ 12.14.23 | Indirect | Y | Local | Ope |
| | | <u>1,516.96</u> | | | | | |
| | Operations | <u>\$ 1,516.96</u> | | | | | |
| | Total Transfer | <u>1,516.96</u> | | | | | |

Reviewed by:

Monica R. Ibarra,
Accountant

M.R. Ibarra 12.15.23

Victor J. Barron,
Controller

V. Barron 12.15.23

Pete Sepulveda Jr.,
Executive Director

P. Sepulveda Jr. 12.15.23



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims December 14, 2023

Operations

| Vendor Name | Invoice Number | Cash Required | Invoice/Credit Description | PROJ Title | Transfer Funds | Funding Source | Bank Account |
|------------------------------------|------------------|-----------------|---|---------------------|----------------|----------------|--------------|
| CDW Government LLC, CDW Government | FR69398 | \$ 298.58 | Samsung 990 Pro NVME M.2 1TB SSD | Indirect | Y | Local | Ope |
| CDW Government LLC, CDW Government | FR72148 | 118.12 | NetGear 16PT POE+ GBE UNMGD Switch | Indirect | Y | Local | Ope |
| JWH and Associates, Inc. | 2323 | 3,867.90 | Gateway Bridge Pedestrian Bridges and Presidential Oct 2023 | CC - Gateway Bridge | Y | Local | TRZ |
| MPC Studios, Inc | 33600 | 275.00 | Website Hosting December 2023 | Indirect | Y | Local | Ope |
| RingCentral, Inc. | CD_000677264 | 84.90 | Phone System October 2023 | Indirect | Y | Local | Ope |
| RingCentral, Inc. | CD_000696389 | 409.40 | Phone System November 2023 | Indirect | Y | Local | Ope |
| Staples Business Credit | 1652499476 | 478.84 | Office Supplies Admin/Tolls | Indirect | Y | Local | Ope |
| Toshiba Financial Services | 43695787 | 311.23 | Printer Admin December 2023 | Indirect | Y | Local | Ope |
| Valley Municipal Utility District | 2030007806 11/23 | 35.00 | Water and Wastewater Ste 7 Nov 2023 | Indirect | Y | Local | Ope |
| Valley Municipal Utility District | 2030007907 11/23 | 34.96 | Water and Wastewater Ste 6 Nov 2023 | Indirect | Y | Local | Ope |
| Valley Municipal Utility District | 2030008005 11/23 | 35.64 | Water and Wastewater Ste 4 Nov 2023 | Indirect | Y | Local | Ope |
| Valley Municipal Utility District | 2030008105 11/23 | 34.70 | Water and Wastewater Ste 3 Nov 2023 | Indirect | Y | Local | Ope |
| Valley Municipal Utility District | 2030008306 11/23 | 34.92 | Water and Wastewater Ste 8 Nov 2023 | Indirect | Y | Local | Ope |
| Valley Municipal Utility District | 2030008406 11/23 | 34.40 | Water and Wastewater Ste 5 Nov 2023 | Indirect | Y | Local | Ope |
| | | <u>6,053.59</u> | | | | | |

Tolls

| Vendor Name | Invoice Number | Cash Required | Invoice/Credit Description | PROJ Title | Transfer Funds | Funding Source | Bank Account |
|---|----------------------|------------------|--|------------|----------------|----------------|--------------|
| CDW Government LLC. CDW Government | FR69398 | \$ 298.57 | Samsung 990 Pro NVME M.2 1TB SSD | Indirect | Y | Local | Toll |
| CDW Government LLC. CDW Government | FR72148 | 118.12 | NetGear 16PT POE+ GBE UNMGD Switch | Indirect | Y | Local | Toll |
| De La Colina Films | Video Promo | 1,600.00 | Promotional Video Production with On-Screen Information | Indirect | Y | Local | Toll |
| Matus Contractor Company | 658 | 9,500.00 | Grass, Garbage and Herbicide Direct Connector to Paredes Lin | Indirect | Y | Local | Toll |
| Matus Contractor Company | 659 | 150.00 | Maintenance Support to CCRMA at IOP Building | Indirect | Y | Local | Toll |
| NSA Property Holdings Unit #923 12/23 LLC d/b/a Move It Storage-Los Fresnos | | 321.00 | Storage Unit# 923 December 2023 | Indirect | Y | Local | Toll |
| Pharr Economic Development Corporation | State of the City 24 | 1,500.00 | Table Sponsorship 2024 State of th City Address-Bronze | Indirect | Y | Local | Toll |
| RingCentral, Inc. | CD_000677264 | 84.89 | Phone System October 2023 | Indirect | Y | Local | Toll |
| RingCentral, Inc. | CD_000696389 | 409.40 | Phone System November 2023 | Indirect | Y | Local | Toll |
| RingCentral, Inc. | INVA597075 | 1,912.50 | Professional Services | Indirect | Y | Local | Toll |
| Staples Business Credit | 1652499476 | 204.80 | Office Supplies Admin/Tolls | Indirect | Y | Local | Toll |
| Valley Municipal Utility District | 3010066802 11/23 | 51.51 | Water and Wastewater Tolls Nov 2023 | Indirect | Y | Local | Toll |
| Xtreme Security | 87580 | 119.85 | Security 3461 Carmen Ave Dec 23-Feb 24 | Indirect | Y | Local | Toll |
| | | <u>16,270.64</u> | | | | | |
| Operations | | \$ 6,053.59 | | | | | |
| Tolls | | <u>16,270.64</u> | | | | | |
| Total Transfer | | <u>22,324.23</u> | | | | | |

Reviewed by:

Monica R. Ibarra,
Accountant

Monica R. Ibarra 12.13.23

Victor J. Barron,
Controller

Victor J. Barron 12.14.23

Pete Sepulveda Jr.,
Executive Director

PJN 12.14.23

2-C APPROVAL OF CLAIMS.



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
BOD Claims January 11, 2024

Operations

| Vendor Name | Invoice Number | Cash Required | Invoice/Credit Description | PROJ Title | Transfer Funds | Funding Source | Bank Account |
|---|----------------|------------------|--|------------|----------------|----------------|--------------|
| Estrada Hinojosa Company, Inc | 5733 | \$ 30,000.00 | Financial Advisory Retainer Fees for FY 2023 | Indirect | Y | Local | Ope |
| Texas County District Retirement System | TCDRS Jan 2024 | 15,700.00 | TCDRS Jan 2024 | Indirect | Y | Local | Ope |
| TML Health Benefits Pool | PCAMERO62402 | 12,698.63 | TML Health Benefits February 2024 | Indirect | Y | Local | Ope |
| | | <u>58,398.63</u> | | | | | |

Interlocal Agreement

| Vendor Name | Invoice Number | Cash Required | Invoice/Credit Description | PROJ Title | Transfer Funds | Funding Source | Bank Account |
|-------------------------------------|---------------------|-------------------|--|------------|----------------|----------------|--------------|
| R.R.P. Consulting Engineers, L.L.C. | U2716.190.222-12Rev | \$ 644,544.41 | East Loop PS&E , Geo, Utilities WA 22 August 2023 | East Loop | Y | Local | Restri |
| R.R.P. Consulting Engineers, L.L.C. | U2716.190.222-13 | 138,146.89 | East Loop PS&E , Geo, Utilities WA 22 October 2023 | East Loop | Y | Local | Restri |
| R.R.P. Consulting Engineers, L.L.C. | U2716.500.21 | 20,266.36 | East Loop APD WA 5 November 2023 | East Loop | Y | Local | Ope |
| | | <u>802,957.66</u> | | | | | |

Tolls Interlocal Agreements

| Vendor Name | Invoice Number | Cash Required | Invoice/Credit Description | PROJ Title | Transfer Funds | Funding Source | Bank Account |
|--------------|----------------|-----------------|---|---------------------------|----------------|----------------|--------------|
| TollPlus LLC | US23 | \$ 6,788.45 | Maintenance and Support Pharr Bridge Dec 2023 | Pharr-Reynosa Intl Bridge | Y | Local | Toll |
| | | <u>6,788.45</u> | | | | | |

Tolls

| Vendor Name | Invoice Number | Cash Required | Invoice/Credit Description | PROJ Title | Transfer Funds | Funding Source | Bank Account |
|---|----------------|------------------|--|------------|----------------|----------------|--------------|
| InfoSend, Inc. | 253535 | \$ 33,944.45 | Printing and Mailing Services December | Indirect | Y | Local | Toll |
| Kapsch TrafficCom USA, Inc | 486024SI01566 | 20,319.00 | Toll System Maintenance November 2023 | Indirect | Y | Local | Toll |
| Texas County District Retirement System | TCDRS Jan 2024 | 5,800.00 | TCDRS Jan 2024 | Indirect | Y | Local | Toll |
| TML Health Benefits Pool | PCAMERO62402 | 10,829.20 | TML Health Benefits February 2024 | Indirect | Y | Local | Toll |
| TollPlus LLC | US23 | 16,389.71 | Support and Maintenance Dec 2023 | Indirect | Y | Local | Toll |
| | | <u>87,282.36</u> | | | | | |

| | |
|------------------|----------------------|
| Operations | \$ 58,398.63 |
| Interlocal | 802,957.66 |
| Tolls Interlocal | 6,788.45 |
| Tolls | <u>87,282.36</u> |
| Total Transfer | <u>\$ 955,427.10</u> |

Reviewed by:

Victor J. Barron,
Chief Financial Officer

Pete Sepulveda Jr, Executive
Director

DocuSigned by:

Victor Barron

1/4/2024

DocuSigned by:

P.J.S.

1/4/2024

**2-D 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 INTERNAL REVENUE SERVICES (IRS)
MILEAGE RATES 2024.**



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 2024; mileage rate increases to 67 cents a mile, up 1.5 cents from 2023

IR-2023-239, Dec. 14, 2023

WASHINGTON — The Internal Revenue Service today issued the 2024 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on Jan. 1, 2024, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- 67 cents per mile driven for business use, up 1.5 cents from 2023.
- 21 cents per mile driven for medical or moving purposes for qualified active-duty members of the Armed Forces, a decrease of 1 cent from 2023.
- 14 cents per mile driven in service of charitable organizations; the rate is set by statute and remains unchanged from 2023.

These rates apply to electric and hybrid-electric automobiles as well as gasoline and diesel-powered vehicles.

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 generally 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 2024-08](#) [PDF](#) contains the optional 2024 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 2024 for which employers may use the fleet-average valuation rule in or the vehicle cents-per-mile valuation rule.

Page Last Reviewed or Updated: 14-Dec-2023

Current Rates

Fiscal 2024 Travel Reimbursement Rates

Employees

| | |
|---|---|
| In-State or Out-of-State Meals and Lodging | <p>Refer to the U.S. General Services Administration's (GSA's) federal <u>Domestic Maximum Per Diem Rates</u>, effective Oct. 1, 2023.</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 \$107.• 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 | 67 cents per mile (Jan. 1 – Dec. 31, 2024) |
| Aircraft Mileage | \$1.74 per mile (Jan. 1 – Dec. 31, 2023) |

Key Officials

| | |
|---|--|
| In-State or Out-of-State Meals and Lodging | <p>Up to twice the amount listed on the 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 \$214.• 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 | 67 cents per mile (Jan. 1 – Dec. 31, 2024) |
| Aircraft Mileage | \$1.74 per mile (Jan. 1 – Dec. 31, 2023) |

FY 2024 Per Diem Rates for Texas

Daily lodging rates (excluding taxes) | October 2023 - September 2024

| Primary Destination | County | 2023 Oct | Nov | Dec | 2024 Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep |
|------------------------------------|---|----------|-------|-------|----------|-------|-------|-------|-------|-------|-------|-------|-------|
| Arlington / Fort Worth / Grapevine | Tarrant / City of Grapevine | \$175 | \$175 | \$175 | \$175 | \$175 | \$175 | \$175 | \$175 | \$175 | \$175 | \$175 | \$175 |
| Austin | Travis | \$184 | \$184 | \$184 | \$184 | \$184 | \$184 | \$170 | \$170 | \$170 | \$170 | \$170 | \$184 |
| Big Spring | Howard | \$136 | \$136 | \$136 | \$136 | \$136 | \$136 | \$136 | \$136 | \$136 | \$136 | \$136 | \$136 |
| Dallas | Dallas | \$164 | \$164 | \$164 | \$182 | \$182 | \$182 | \$164 | \$164 | \$164 | \$164 | \$164 | \$164 |
| Galveston | Galveston | \$107 | \$107 | \$107 | \$107 | \$107 | \$107 | \$107 | \$107 | \$142 | \$142 | \$107 | \$107 |
| 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 |
| San Antonio | Bexar | \$143 | \$143 | \$143 | \$143 | \$143 | \$143 | \$143 | \$143 | \$143 | \$143 | \$143 | \$143 |
| South Padre Island | Cameron | \$108 | \$108 | \$108 | \$108 | \$108 | \$130 | \$130 | \$130 | \$130 | \$130 | \$108 | \$108 |
| Standard Rate | Applies for all locations without specified rates | \$107 | \$107 | \$107 | \$107 | \$107 | \$107 | \$107 | \$107 | \$107 | \$107 | \$107 | \$107 |
| Waco | McLennan | \$107 | \$107 | \$107 | \$107 | \$107 | \$123 | \$123 | \$107 | \$107 | \$107 | \$107 | \$107 |

FY 2024 Per Diem Rates for Texas

Meals & Incidentals (M&IE) rates and breakdown

| Primary Destination | County | M&IE Total | Continental Breakfast/Breakfast | Lunch | Dinner | Incidental Expenses | First & Last Day of Travel |
|------------------------------------|---|------------|---------------------------------|-------|--------|---------------------|----------------------------|
| Arlington / Fort Worth / Grapevine | Tarrant / 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 |
| Dallas | Dallas | \$69 | \$16 | \$17 | \$31 | \$5 | \$51.75 |
| 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 |
| 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-E CONSIDERATION AND APPROVAL OF PAYMENT OF INVOICES AND
RELEASE OF CHECKS TO SPAWGLASS FOR THE CAMERON COUNTY
VETERAN’S BRIDGE DAP PROJECT.**

Pay App #17 - \$1,300,000

Pay App #18 - \$1,350,000

**2-F CONSIDERATION AND APPROVAL OF AN AMENDMENT TO THE CCRMA
FISCAL YEAR 2024 HOLIDAY SCHEDULE.**

NO ACTION

**2-G CONSIDERATION AND APPROVAL OF A RESOLUTION SUPPORTING THE
EAST LOOP PROJECT.**

**THE STATE OF TEXAS
COUNTY OF CAMERON**

**RESOLUTION
EAST LOOP PROJECT**

WHEREAS, the City of Brownsville, Cameron County and the Cameron County Regional Mobility Authority (CCRMA) are developing the East Loop Project; and

WHEREAS, the Texas Department of Transportation (TxDOT) is a partner with the City of Brownsville, Cameron County and the CCRMA; and

WHEREAS, the East Loop project would create a new transportation corridor connecting the Veterans Bridge at Los Tomates with the Port of Brownsville and reduce congestion and improve safety on International Blvd.

NOW, THEREFORE, BE IT RESOLVED that the Cameron County Regional Mobility Authority Board of Directors supports the East Loop Project and urges the Texas Department of Transportation to work with the Federal Highway Administration (FHWA) to ensure that the FHWA Functionally classifies the East Loop Project.

Passed, Approved and Adopted on this 11th day of January, 2024.



FRANK PARKER, JR.
CHAIRMAN

Absent

MICHAEL F. SCAIEF
VICE CHAIRMAN


ARTURO A. NELSON
SECRETARY


AL VILLARREAL
TREASURER


MARK ESPARZA
DIRECTOR


LEO GARZA
DIRECTOR


JULIE GUERRA-RAMIREZ
DIRECTOR

**2-H CONSIDERATION AND APPROVAL OF A ONE-YEAR RENEWAL FOR
CUSTODIAL SERVICE CONTRACT WITH FLOR MUNOZ.**

CONTRACT FOR CUSTODIAL SERVICES

This Contract between the Cameron County Regional Mobility Authority (the “Authority”) and Flor Munoz (the “Contractor”), is hereby entered into and agreed to as of the 18th day of January 2023, (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 Flor Munoz.
- 1.3 The Agreement.** The Agreement is comprised of the Agreement, the Exhibit listed and referenced herein, and all formal changes to any of those documents by addendum or other agreement signed by the Authority and the Contractor. This Agreement is intended to be an integral whole and shall be interpreted as internally consistent. Services required by any page, part, or portion of the Agreement shall be deemed to be required as if called for in the whole Agreement and no claim for extra Services shall be based upon the fact that the description of the Services in question is incomplete.
- 1.4 Services.** Any reference herein to the “Services” shall be interpreted to mean the same as those certain custodial services for the Authority’s administration and toll buildings described on **Exhibit 1** attached hereto and incorporated by reference.
- 1.5 Provision of All Things Required.** Anything that may be required, implied or inferred by the Agreement, shall be provided by the Contractor for the Compensation.
- 1.6 Privity only with the Contractor.** Nothing contained in this Agreement shall create, nor be interpreted to create, privity or any other relationship whatsoever between the Authority and any person except the Contractor and the Contractor's permitted successors and assigns.
- 1.7 “Include” Intended to be Encompassing.** “Include”, “includes”, or “including”, as used in the Agreement, 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 Agreement 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 Agreement 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 Agreement.

2.0 Work, Contract Time, and Contract Price

- 2.1 Services.** The Services provided pursuant to the Contract generally consists of those services for the Authority as described herein and in **Exhibit 1** incorporated by reference. The Contractor shall perform work necessary to complete the Services in accordance with this Contract. Time is of the essence for this Contract.

- 2.2 Contract Time.** The term of this Contract shall begin on the Effective Date and terminate on January 31, 2024, unless this Contract is otherwise extended, modified, terminated, or renewed by the parties as provided for within the Contract. The Authority, in its sole and absolute discretion, has the right to extend this Contract for up to three (3) additional one (1) year terms.

- 2.3 Contract Price.** The total not-to-exceed (NTE) value of the Contract is the annual amount of **TEN THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$10,350.00)** to be paid in monthly installments of \$850.00 each, except that the first monthly installment shall be in the amount of \$1,000.00 in order to include deep cleaning services.

3.0 Contractor's Obligations. Pursuant to the Contract, the Contractor agrees to provide the Services detailed herein and also shall be responsible for the following:

- 3.1 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.

3.2 Insurance Requirements.

- 3.2.1 Indemnity.** The complete indemnity requirements are detailed within Section 7 herein.

- 3.2.2 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:

- 3.2.2.1 General Liability Insurance.** An original certificate evidencing 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 (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of

\$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a deductible not greater than \$1,000.

3.2.2.2 Worker's Compensation Insurance. Such coverage shall be consistent with statute and with no pre-set limits and having Employer's liability limit of \$500,000. A waiver of subrogation in favor of the Authority must be included in the policy.

3.2.2.3 Intentionally deleted.

3.2.2.4 Certificates/Endorsements. The Contractor shall provide to the Authority with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above. Failure to maintain the above-reference 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.

3.3 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.

3.4 Confidentiality. The Contractor, in connection with performing his 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 its 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.

4.0 Applicable Laws.

4.1 Jurisdiction of Law. The laws of the State of Texas shall govern the validity, construction and effect of the Contract, unless said laws are superseded by, or in conflict with applicable federal laws and/or federal regulations. The Contract will be binding upon the parties, their heirs, beneficiaries, and devisees of the parties

hereto. Should any party hereto retain counsel for the purpose of initiating litigation to enforce, prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs incurred by such prevailing party. The Contract may be signed in counterparts.

- 4.2 Venue.** Venue for any cause of action arising out of or related to the Contract shall be in Cameron County, Texas.

5.0 Notices and Invoices.

- 5.1** All notices, reports and/or invoices shall be in writing and (a) delivered personally; (b) sent by certified mail, return receipt requested; (c) sent by a recognized overnight mail or courier service, with delivery receipt requested; or, (d) sent by email communication followed by receipt confirmed by telephone, to those persons designated from time to time in writing:

Cameron County Regional Mobility Authority

Attention: Pete Sepulveda, Jr.

Executive Director

3461 Carmen Avenue

Rancho Viejo, Texas 78575

Email: psepulveda@ccrma.org

Flor Munoz

Attention: Flor Munoz

455 Whitewing Drive

San Benito, Texas 78586

Email: florhuerta1980@icloud.com

6.0 Payments.

- 6.1** To receive payment for services rendered pursuant to the Contract, the Contractor shall submit a fully completed invoice for the Services performed each month.
- 6.2** The Authority shall have fifteen (15) days to review the invoice and determine, in its sole and absolute discretion, whether the invoice satisfies the requirements herein and in the Contract Documents.
- 6.3** 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.

7.0 Additional Considerations.

- 7.1 Severability.** The invalidity of any provision of the Agreement, as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision herein.
- 7.2 Applicable Laws.** THIS AGREEMENT 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 AGREEMENT SHALL BE EXCLUSIVELY IN THE STATE AND FEDERAL COURTS OF CAMERON COUNTY, TEXAS.
- 7.3 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 Director, 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.
- 7.4 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.
- 7.5 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.
- 7.6 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.

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

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

7.9 Indemnification.

7.9.1 THE CONTRACTOR RELEASES THE AUTHORITY FROM AND AGREES TO INDEMNIFY, DEFEND, AND HOLD THE AUTHORITY (AND ITS 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 AGREEMENT 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, SUBCONSULTANTS, 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.

7.9.2 In 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.

- 7.9.3** Any money due to the Contractor under and by virtue of the Agreement, 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.
- 7.9.4** The Contractor shall provide that any contractual arrangement with a subcontractor or subconsultant shall be in conformance with the terms of the Agreement including the terms of this indemnity provision. The Contractor guarantees that it will promptly handle and rectify any and all claims that may be made against it or any of its subcontractors or subconsultants in connection with the Agreement.
- 7.9.5** THE CONTRACTOR RELEASES THE AUTHORITY FROM AND AGREES TO INDEMNIFY, DEFEND, AND HOLD THE AUTHORITY (AND ITS 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.
- 7.10** THE CONTRACTOR EXPRESSLY AGREES THAT: (1) THE AUTHORITY RETAINS ITS GOVERNMENTAL IMMUNITY IN ALL RESPECTS UNDER THIS AGREEMENT; AND, (2) NO AGREEMENTS, BETWEEN THE CONTRACTOR AND ANY THIRD PARTY SHALL BE ENFORCEABLE AGAINST THE AUTHORITY. THE CONTRACTOR WARRANTS TO THE AUTHORITY THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT AND THAT, IN THE EVENT A THIRD PARTY ATTEMPTS TO HOLD THE AUTHORITY LIABLE FOR ANY ACTION OR INACTION OF THE CONTRACTOR, THAT THE CONTRACTOR SHALL INDEMNIFY THE AUTHORITY.

7.11 IN THE EVENT OF A QUESTION AS TO THE INTERPRETATION OF ANY PROVISION OF THIS AGREEMENT, THE PROVISION SHALL NOT BE CONSTRUED AGAINST THE DRAFTING PARTY. THIS INCLUDES BUT IS NOT LIMITED TO THE CONTRACTOR'S AGREEMENT THAT SECTION 7.10, AND ANY OTHER CLAUSE HEREIN, SHALL IN NO EVENT BE STRICTLY CONSTRUED AGAINST THE AUTHORITY.

8.0 Exhibits.


8.1 The following noted documents are placed under each of the noted appendix and are a part of the Contract:

8.1.1 Exhibit 1. Quote from the Contractor

9.0 **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

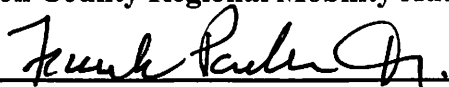
Flor Munoz

By: 
Flor Munoz
Printed Name/Title

Date: 1/23/23

AUTHORITY

Cameron County Regional Mobility Authority

By: 
Frank Parker, Jr., Chairman

Date: 1/25/23

**EXHIBIT 1 TO CONTRACT BETWEEN
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND
FLOR MUNOZ**

Quote from Flor Munoz

Flor Muñoz

Email: florhuerta1980@icloud.com

455 Whitewing DR
San Benito TX 78586

P/T: 956-358-0004
P/T: 956-536-0668

We Clean!!! *Offices, Houses, and Apartments*
We are available in ALL AREAS of the Valley.

Bill To: RMA Cameron County Regional Mobility Authority

Invoice #: 11-001

Address: 3461 Carmen Avenue Rancho Viejo, Texas 78575

Invoice Date: 01/09/2023

Quote

Services at:

| Description | Qty | Unit Price | Discount | Price |
|--|----------------|------------|-------------------|-------------------|
| Scour & sanitize bathrooms. Clean out all kitchen & bathroom cabinets. Wipe all counters. Sweep & wet mop all floors. Clean all desks and trash | 3 times a week | | \$ | \$ 850.00 a month |
| Includes cleaning inside and outside doors, blinds and windows on inside of building. | 3 times a week | | \$ | \$ |
| | | | | \$ |
| Other expenses/charges: First month will be a deep clean which will include moving furniture and inside and outside doors Make all checks payable to Flor Muñoz | | | Invoice Subtotal: | \$ |
| | | | Other: | \$ 150.00 |
| | | | Advance Received: | \$ |
| | | | TOTAL: | \$ 1,000.00 |

**2-I CONSIDERATION AND AUTHORIZATION OF A MONTH TO MONTH
CONTRACT WITH DUNCAN SOLUTIONS.**

TABLED

**2-J CONSIDERATION AND APPROVAL OF A ONE-YEAR RENEWAL/
EXTENSION ON THE DEPOSITORY CONTRACT WITH TEXAS REGIONAL
BANK.**



DEPOSITORY CONTRACT

WHEREAS, **Texas Regional Bank** (BANK) has submitted its application to the Cameron County Regional Mobility Authority. (AUTHORITY) to serve as DEPOSITORY and AUTHORITY wishes and desires BANK to serve as its DEPOSITORY.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That, each of the Parties hereto, for and in consideration of the mutual covenants herein by each of said Parties to be performed, hereby agree as follows:

I. GENERAL OBLIGATIONS

1.01 BANK shall act as AUTHORITY'S DEPOSITORY beginning February 1, 2023 ("Commencement Date") until January 31, 2024. Upon request by the AUTHORITY, the BANK may be allowed the option to extend for one (1) additional one (1) year term, and thereafter, until such time as either party at its sole discretion desires to terminate this Depository Contract. AUTHORITY shall give BANK written notice of the Authority's desire to exercise such option to extend this Depository Contract no later than sixty (60) days prior to what would otherwise be the expiration of this Depository Contract. The BANK will respond to the Authority's request within 5 business days.

1.02 BANK agrees to act as the DEPOSITORY for the AUTHORITY and to keep and disburse all funds coming into its hands as such DEPOSITORY and to faithfully perform its duties thereunder and as required by law for such DEPOSITORY.

1.03 AUTHORITY hereby obligates itself during the period of this Contract, or any extensions hereof, to deposit with BANK transaction account funds and monies of the AUTHORITY held by AUTHORITY to the extent such funds are guaranteed by the Federal Deposit Insurance Corporation or are secured by BANK in accordance with Paragraph (2.01) hereof. AUTHORITY reserves the right to deposit its funds in such amounts as it sees fit in either demand accounts or time accounts. AUTHORITY further reserves the right to invest the proceeds of any AUTHORITY monies from tax levy or federal funds during the term hereof in any banking facility of BANK or account offered by BANK as determined in the sole discretion of AUTHORITY.

II. SECURITY FOR DEPOSITS

2.01 All deposits made by AUTHORITY in BANK except to the extent said deposits are guaranteed by the Federal Deposit Insurance Corporation, shall be secured and guaranteed by a pledge to AUTHORITY of the securities authorized and, in the manner, required therein and according to the Resolution adopted by AUTHORITY approving this Contract and with a market value equal to one hundred (102%) of the amount of such deposits, plus accrued interest thereon as follows:

- (A) Direct obligations of the US Treasury:
- (B) Government sponsored agency securities or obligations, such as FNMA, FHLB, FHLMC, FFCB, or SLMA, or
- (C) General or special obligations issued by a public agency (approved by the Attorney General of Texas) or a political subdivision; and payable from taxes, revenue or both; provided however, any such obligation shall have an "A" rating or better as issued by Moody's Investment Services, Inc. or an equivalent rating equal to or better from Standard and Poor's Rating Service.
- (D) Federal Home Loan Bank of Dallas Letter of Credit (LOC) for public entity deposit, pledged and acceptable to AUTHORITY.

2.02 The Pledge Securities and/or LOC are pledged against deposits plus interest accrued at BANK and ownership shall be retained by BANK unless and until the following events occur:

- (A) The Banking Commissioner for the State of Texas declares BANK to be insolvent or otherwise to be in default so as to prevent AUTHORITY from withdrawing any or all of its deposits.
- (B) The Administrator of the Federal Deposit Insurance Corporation or his duly authorized representative declares formal action against BANK declaring such BANK insolvent or otherwise under default so as to prevent AUTHORITY from withdrawing any or all of its deposits.

Upon either of such events, the securities shall become property of AUTHORITY without further action in the amounts equal to such deposits plus accrued interest only. The securities shall be deposited at a Federal Reserve Bank, a Federal Home Loan Bank or BANK's correspondent bank as evidenced by joint safekeeping receipt.

If the Bank shall desire to sell or otherwise dispose of any one or more of said securities so deposited with the BANK's current Safekeeping Agent, Federal Home Loan Bank, Dallas, with the advance written approval of the AUTHORITY it may substitute for any one or more of such securities other securities of the same market value and of the character authorized herein. Such right of substitution shall remain in full force and may be exercised by the BANK as often as it may desire; provided however, that the aggregate market value of all collateral pledged hereunder, shall be at least equal to the amount of collateral required hereunder. BANK will be responsible for maintaining the collateral and the required margin at all times and will provide monthly report to AUTHORITY of the collateral including security description, par amount, CUSIP, and market value.

2.03 AUTHORITY and BANK agree to comply with the provisions of TEXAS GOVERNMENT CODE Chapters 2256 and 2257. This Contract and the payment of interest as herein provided shall be subject to the rules and regulations promulgated by the Board of Governors of the Federal Reserve System and the Board of Directors of the Federal Deposit Insurance Corporation, as now in existence or may hereinafter be amended or supplemented.

III. Accounts

3.01 Transaction Accounts. BANK will maintain custody of AUTHORITY designated funds in Transaction (Checking) Accounts on behalf of AUTHORITY. The type of Transaction Account available is Regular Business Checking Account. At the AUTHORITY's sole discretion, the number of accounts required may change throughout the term of the contract. Temporary overdrafts of less than 24 hours, or one business day, in individual accounts may occur without penalty or service charge to AUTHORITY as long as the aggregate funds in all other non-restricted accounts are in amounts sufficient to meet the overdraft and BANK's minimum compensating balance. Any overdrafts beyond existing non-restricted balances will be billed monthly at the per item fee amount.

Texas Regional Bank will pay an interest equal to 4.20% fixed on all interest-bearing accounts.

3.02 Money Market Accounts. BANK will maintain custody of AUTHORITY designated Funds in Money Market Accounts on behalf of AUTHORITY. AUTHORITY agrees to abide by the Transaction Restrictions imposed by Federal Regulations on these types of Accounts. The interest rate to be paid by BANK to AUTHORITY will be as follows:

Money Market Accounts earn a rate of interest based upon account average daily balance. The prevailing rate of interest offered by BANK to all public funds customers utilizing this type of account will be offered to AUTHORITY. Interest rates change based on the balance tiers listed below. The rate of interest is subject to change without notice. Interest will be paid monthly.

3.03 Certificates of Deposit. Subject to the foregoing conditions, limitations, statutes, and regulations, BANK agrees to pay interest at maturity or quarterly on Certificates of Deposits as follows:

At the prevailing rate of interest offered by BANK to all public funds customers who utilize this type of account. The rate of interest offered will be based on the maturity period selected. Jumbo CD's, with a balance of \$100,000 or more, usually earn a higher rate of interest. Rates offered for this type of deposit are subject to change without notice. Interest on certificates of deposits will compound quarterly or be payable quarterly by direct deposit to bank account designated by AUTHORITY.

IV. SERVICES

4.01 Service Charges and Fees. Texas Regional Bank will provide the bank services, listed below, to the (Authority) at the negotiated charge beginning on the commencement date of Agreement.

Bank will provide bank supplies to the Authority of up to \$2,000 per year over the term of the contract.

BANK reserves the right to adjust the monthly base charge should the required minimum aggregate balance not be maintained.

- Account Maintenance
- Business On-Line Banking
- Bank Statements (in image format)
- Deposit Services
- Remote Deposit Capture (RDC) (equipment and software provided for RDC will remain the property of the Bank)
- Return Items
- Bill Pay (Disbursement Services) via Business Online Banking
- Electronic Funds Transfers
- Wire Transfers
- ACH Transactions
- ACH Debit Blocking
- Stop Payments
- Check Cashing (for the AUTHORITY) (Additionally, employees will not be charged a fee for cashing AUTHORITY checks drawn on Bank.)
- Collateral/Security Pledges and releases
- Overdrafts (AUTHORITY accounts will not be considered in an "overdraft" status as long as there are collected funds in other AUTHORITY deposit accounts, other than the AUTHORITY Payroll Account, sufficient enough to cover the account balance deficit.)
- Direct Deposit
- Night Depository Services

4.02 Other Services. Other Services listed below, and not previously referenced, will be provided at no cost: Deposits/Credits Posted, Items Deposited, Debits/Checks Paid, Cash Deposit Processing, Coin Counting, Mail Advices, Transfers between accounts, Insufficient Funds Items, CPA confirmations, Cashier's Checks, FDIC Insurance, Research/Reproduction services, Collateral Fee, Collateral Report, Safekeeping, Telebank (24 hr. voice response system)

4.03 Merchant Card Services. Merchant Card Services (Credit & Debit card processing), Stored Value Cards (payroll, gift cards, etc.), account reconciliation, positive pay. Fees for these services will be negotiated separately.

4.04 Checks, Deposit Slips and Endorsement Stamps. Bank will provide endorsement stamps associated with checking accounts at no charge. Costs associated with the purchase of Checks and Deposit books through Bank's vendor will be provided on request.

V. LOANS

5.01 Loans Texas Regional Bank provides secured, unsecured and collateral required loans. AUTHORITY must meet the Bank's requirements for credit approval. There may be charges, costs, fees and interest cost related to credit transactions.

VI. GENERAL

6.01 This contract sets out the term and conditions and represents the entire agreement by and between the parties except as otherwise provided in this contract. In no event shall this contract

or any part thereof be changed without written agreement of the two parties. Other services or items not mentioned in this contract will be negotiated as needed.

6.02 By the execution hereof, BANK acknowledges receipt of the Resolution of the AUTHORITY authorizing the execution of this Contract by AUTHORITY.

6.03 The depository agreement shall be subject to the statutes of the State of Texas, and of the United States of America, the rules, and regulations promulgated by the Comptroller of the Currency of the United States of America, the Board of Governors of the Federal Reserve System, and the Board of Directors of the Federal Insurance Authority as now in existence or as may be amended.

6.04 Any and all notices or other communications required or permitted to be given pursuant to this agreement shall be in writing and shall be considered as properly given if sent by hand delivery or mailed through U.S Postal Service Certified Mail Return Receipt Requested and addressed to name and address set forth below:

(Authority)

Attn: Frank Parker, Jr.
Cameron County Regional Mobility Authority
3461 Carmen Avenue
Rancho Viejo, Tx 78575

(Bank)

Texas Regional Bank
Attn: Lincoln Talbert, CFO
1801 S. McColl Rd.
McAllen, TX 78503

6.05 Exclusive venue and jurisdiction for any action arising hereunder or in connection herewith shall allow mediation prior to litigation in state courts located in Hidalgo County, Texas.

Texas Regional Bank

Name of Bank

Cameron County Regional Mobility Authority

Name of Authority

Authorized Representative Signature:

Lincoln Talbert, CFO

Name: Lincoln Talbert

Title: CFO

Date: February 1, 2023

Authorized Representative Signature:

Frank Parker, Jr.

Name: Frank Parker, Jr.

Title: Chairman

Date: February 1, 2023



CERTIFICATION

This certification is executed on behalf of Cameron County Regional Mobility (Authority/Depositor) and **Texas Regional Bank** (Bank/Authority Depository) pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code (the "Act") in connection with investing transactions conducted between the AUTHORITY and the BANK.

1. The undersigned is a Qualified Representative of the Bank offering to enter into an investment transaction with the Authority as such terms are used in the Act and
2. The Qualified Representative of the Bank has implemented reasonable procedures and controls to fulfill those objectives and conditions in connection with investing transactions conducted between AUTHORITY and BANK described in Depository Contract, Paragraph 2.01. Transactions between our BANK and the AUTHORITY will be directed towards precluding imprudent investment activities and protecting the AUTHORITY from credit or market risk.
3. The BANK will pledge due diligence in informing the AUTHORITY of any foreseeable risk associated with financial transactions connected to the BANK.

Texas Regional Bank

BANK

Lincoln Talbert, CFO

Authorized Representative Signature

Lincoln Talbert, CFO

Name and Title

February 1, 2023

Date

**2-K CONSIDERATION AND APPROVAL OF THE TERMINATION OF WORK
AUTHORIZATION NO. 26 WITH RRP ENGINEERS FOR THE SPI 2ND
CAUSEWAY PROJECT.**



TO: Board of Directors

FROM: Pete Sepulveda, Jr. *PS*

DATE: January 11, 2024

SUBJ: Item 2K Consideration and Approval of Termination of Work Authorization No. 26 with RRP Engineers for the SPI 2nd Causeway Project

On March 17, 2022 the CCRMA Board approved Work Authorization No. 26 with R.R.P. Consulting Engineers, L.L.C. / S&B Infrastructure, Ltd. for professional services including the development of the South Padre Island 2nd Access Advanced Project Development (APD) update in the amount of \$3,798,887.17.

As of December 8, 2023, CCRMA has paid RRP \$1,132,833.28 for work performed under Work Authorization No. 26, which leaves an available balance of \$2,666,053.89 with pending invoices to be processed after the Work Authorization is terminated.

On December 12, 2023 the Texas Transportation Commission approved a Minute Order that has now placed the project on TxDOT's state highway system. For this reason, CCRMA staff is recommending the termination of Work Authorization No. 26 and will work with TxDOT on the next steps for development of the SPI 2nd Causeway Project.

**2-L CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING AN
AMENDED ADVANCE FUNDING AGREEMENT BETWEEN THE CAMERON
COUNTY REGIONAL MOBILITY AUTHORITY AND THE TEXAS
DEPARTMENT OF TRANSPORTATION FOR THE WHIPPLE ROAD
PROJECT AND AUTHORIZING CHAIRMAN FRANK PARKER, JR., TO SIGN
ANY NECESSARY DOCUMENTS AS MAY BE NEEDED BY THE TEXAS
DEPARTMENT OF TRANSPORTATION.**

THE STATE OF TEXAS

COUNTY OF CAMERON

RESOLUTION

BE IT RESOLVED THAT ON THE 11th DAY OF JANUARY, 2024, THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS CONVENED IN SPECIAL SESSION, AND UPON THE REQUEST OF THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS, THE FOLLOWING ITEM WAS OFFERED AND ADOPTED, TO WIT:

“Consideration and Approval of a Resolution Approving an Amended Advance Funding Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for the Whipple Road Project and Authorizing Chairman Frank Parker, Jr. to Sign any Necessary Documents as may be Needed by the Texas Department of Transportation.”

WHEREAS: the Cameron County Regional Mobility Authority is in the process of entering into an Amended Advance Funding Agreement with the Texas Department of Transportation (TxDOT) for the addition of the Right-of-Way phase for the Whipple Road Project; and

WHEREAS: Cameron County Regional Mobility Authority by this Resolution authorizes Chairman Parker to execute an Amended Advance Funding Agreement for the addition of the Right-of-Way phase for the Whipple Road Project; and

WHEREAS: this Amended Advance Funding Agreement will authorize the use of Surface Transportation Program Metropolitan Mobility Rehabilitation (Category 7) funds for the above mentioned tasks for the Whipple Road Project; and

WHEREAS: the Surface Transportation Program Metropolitan Mobility Rehabilitation (Category 7) funds require a local match. The Cameron County Regional Mobility Authority commits to provide this match. The Cameron County Regional Mobility Authority is responsible for all non-reimbursable costs and 100% of overruns, if any.

NOW THEREFORE BE IT FURTHER PROCLAIMED, that the Cameron County Regional Mobility Authority Board of Directors approves the Advance Funding Agreement and authorizes Chairman Parker to execute said Advance Funding Agreement and any other documents required by TxDOT.

Passed, Approved and Adopted on this 11th day of January, 2024.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY


FRANK PARKER, JR.
CHAIRMAN


Absent


MICHAEL F. SCAIEF
VICE CHAIRMAN


ARTURO A. NELSON
SECRETARY


AL VILLARREAL
TREASURER


MARK ESPARZA
DIRECTOR


LEO GARZA
DIRECTOR


JULIE GUERRA-RAMIREZ
DIRECTOR

| | | | | | |
|--------------|-------------|---------------------------------------|-----------|---|-----------------------------------|
| TxDOT: | | | | Federal Highway Administration: | |
| CCSJ # | 0921-06-292 | AFA ID | Z00001779 | CFDA No. | 20.205 |
| RCSJ # | | | | CFDA Title | Highway Planning and Construction |
| District # | Pharr-21 | Code Chart 64# | 60038 | | |
| Project Name | | Whipple Road, from FM 1575 to FM 1847 | | AFA Not Used For Research & Development | |

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
Metropolitan Mobility and Rehabilitation Project
Off-System**

AMENDMENT #2

THIS AMENDMENT is made by and between the State of Texas, acting through the **Texas Department of Transportation**, called the "State", and the **Cameron County Regional Mobility Authority**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the parties executed a contract on **March 1, 2019** to effectuate their agreement to the **preliminary engineering for the construction of Whipple Road as a two lane roadway with continuous left turn lane from SH 1575 to FM 1847**; and,

WHEREAS, the parties executed Amendment #1 to the contract on **March 27, 2020** to **modify articles 1,3, 24 and funds were added for the construction and construction engineering of this project** and,

WHEREAS, it has become necessary to amend that contract in order to **add Cat 7 funds for ROW and the increase of construction cost**;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the parties do agree as follows:

AGREEMENT

1. The parties agree that the Agreement is amended as follows:

Attachment C-1, **Project Budget**, is deleted in its entirety and replaced with Attachment C-2, **Project Budget**, which is attached to and made a part of this Amendment. The total estimated cost of the Project **Increased** by \$ **5,251,632**, from \$ **6,478,503** to \$ **11,730,135**, due to **Increase in construction estimate and the addition of Right of Way category 7 funds.**

All other provisions of the original contract are unchanged and remain in full force and effect.

| | | | | | |
|---------------------|--------------------|--|------------------|--|--|
| TxDOT: | | | | Federal Highway Administration: | |
| CCSJ # | 0921-06-292 | AFA ID | Z00001779 | CFDA No. | 20.205 |
| RCSJ # | | | | CFDA Title | Highway Planning and Construction |
| District # | Pharr-21 | Code Chart 64# | 60038 | | |
| Project Name | | Whipple Road, from FM 1575 to FM 1847 | | AFA Not Used For Research & Development | |

Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature
Kenneth Stewart

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

Date

Signature
Frank Parker, Jr.

Typed or Printed Name

Chairman
Cameron County Regional Mobility Authority

Typed or Printed Title

Date

| | | | | | |
|---------------------|---------------------------------------|-----------------------|-----------|--|-----------------------------------|
| TxDOT: | | | | Federal Highway Administration: | |
| CCSJ # | 0921-06-292 | AFA ID | Z00001779 | CFDA No. | 20.205 |
| AFA CSJs | | | | CFDA Title | Highway Planning and Construction |
| District # | Pharr-21 | Code Chart 64# | 60038 | | |
| Project Name | Whipple Road, from Fm 1575 to Fm 1847 | | | <i>AFA Not Used For Research & Development</i> | |

ATTACHMENT A-2
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

DRAFT

| | | | | | |
|---------------------|--|-----------------------|------------------|--|--|
| TxDOT: | | | | Federal Highway Administration: | |
| CCSJ # | 0921-06-292 | AFA ID | Z00001779 | CFDA No. | 20.205 |
| RCSJ # | | | | CFDA Title | Highway Planning and Construction |
| District # | Pharr-21 | Code Chart 64# | 60038 | | |
| Project Name | Whipple Road, from FM 1575 to FM 1847 | | | AFA Not Used For Research & Development | |

ATTACHMENT C-2 PROJECT BUDGET

Construction Costs will be allocated based on 80% Federal funding and 14.2% State funding and 5.8% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will be responsible for 100% of the costs.

| Description | Total Estimated Cost | Federal Participation | | State Participation | | | Local Participation | | |
|--|----------------------|-----------------------|--------------------|---------------------|------------------|---------------------|---------------------|------------------|---------------------|
| | | % | Cost | % Before EDC Adj. | % After EDC Adj. | Cost After EDC Adj. | % Before EDC Adj. | % After EDC Adj. | Cost After EDC Adj. |
| Preliminary Engineering (by Local Government) | \$483,654 | 0% | \$0 | 0% | 0% | \$0 | 0% | 0% | \$483,654 |
| Right of Way (by Local Government) Cat 7 | \$139,339 | 80% | \$111,471 | 0% | 0% | \$0 | 20% | 20% | \$27,868 |
| Construction (by Local Government) | \$5,481,741 | 00% | \$0 | 0% | 0% | \$0 | 100% | 100% | \$5,481,741 |
| Construction (by Local Government) Cat 7 | \$4,000,000 | 80% | \$3,200,000 | 0% | 15.4% | \$616,000 | 20% | 4.6% | \$184,000 |
| Construction Engineering (by Local Government) Cat 7 | \$540,000 | 80% | \$352,000 | 0% | 15.4% | \$83,160 | 20% | 4.6% | \$24,840 |
| Construction Engineering (by Local Government) | \$265,948 | 100% | \$0 | 0% | 0% | \$0 | 100% | 100% | \$265,948 |
| Subtotal | \$10,910,681 | | \$3,743,471 | | | \$699,160 | | | \$6,468,051 |
| Engineer. Direct State Costs | \$40,627 | 0% | \$0 | 0% | 0% | \$0 | 0% | 100% | \$40,627 |
| Environm. Direct State Costs | \$50,738 | 0% | \$0 | 0% | 0% | \$0 | 0% | 100% | \$50,738 |
| Right of Way Direct State Costs | \$5,078 | 0% | \$0 | 0% | 0% | \$0 | 0% | 100% | \$5,078 |
| Utility Direct State Costs | \$5,078 | 0% | \$0 | 0% | 0% | \$0 | 0% | 100% | \$5,078 |
| Construction Direct State Costs | \$216,041 | 0% | \$0 | 0% | 0% | \$0 | 0% | 100% | \$216,041 |
| Indirect State Costs (4.60%) | \$501,891 | 0% | \$0 | 0% | 100% | \$501,891 | 0% | 0% | \$0 |
| Subtotal | \$819,453 | | \$0 | | | \$501,891 | | | \$317,562 |
| TOTAL | \$11,730,135 | | \$3,743,471 | | | \$1,201,051 | | | \$6,785,613 |

1st Payment received by the State from the Local Government on 2-22-2019: \$76,060
Payment by the Local Government to the State before construction Due 60 days before letting: \$241,549
Estimated total payment by the Local Government to the State: \$317,609
This is an estimate. The final amount of Local Government participation will be based on actual costs.

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

COMMERCIAL INFORMATION USE APPLICATION

*** NOTICE TO OUR CUSTOMERS ***

Code of Virginia 46.2-216.1 mandates all forms, applications, and contracts be submitted electronically to Use Agreement Services (UAS). If 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 Commercial 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 for Section J. 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. 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.
3. 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.**
4. If also completing an Application for Extranet Transaction Access, form US 532 E/ER, with this application, only one \$25 application fee is required. Non-profit and charitable entities specified in Virginia Code § 46.2-208, unless exempt from fees based on this code section, are subject to an application fee of one-half the normal fee or \$12.50.
5. Submit the completed application, supporting documents, and the appropriate application fee to the address below.

Email: useagreement@dmv.virginia.gov

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 Commercial 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/itrm-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
COMMERCIAL REQUESTER
INFORMATION USE APPLICATION

| DMV USE ONLY | |
|--------------------|---------|
| Invoice/CK/MO/CC # | AMOUNT |
| DATE | EXPIRES |

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

Instructions: Email completed application to Use Agreement Services at useagreement@dmv.virginia.gov.

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 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 checked="" type="checkbox"/> Renewal - All sections must be completed. Incomplete applications will be returned unprocessed. | CURRENT DMV USE AGREEMENT NUMBER 10463 |

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

| SECTION B. BUSINESS TYPE | | |
|---|--|---|
| <input type="checkbox"/> Attorney/Law Office | <input type="checkbox"/> Insurance Agent/Agency/Broker | <input type="checkbox"/> Rental Company |
| <input type="checkbox"/> Construction/Contracting | <input type="checkbox"/> Insurance Company | <input type="checkbox"/> Towing Company |
| <input type="checkbox"/> DCJS Licensed Compliance Agent | <input type="checkbox"/> Lessor/Retailer | <input checked="" type="checkbox"/> Other: (Identify below) |
| <input type="checkbox"/> DCJS Licensed Private Investigator | <input type="checkbox"/> Manufacturer | |
| <input type="checkbox"/> Dealer | <input type="checkbox"/> Mechanic/Storage Liens | |

| SECTION C. PROFESSIONAL / OCCUPATIONAL LICENSE INFORMATION | | |
|--|----------------|---------------------------|
| PROFESSIONAL OR OCCUPATIONAL LICENSE NAME | | |
| ISSUING AGENCY NAME | LICENSE NUMBER | EXPIRATION DATE (mm/yyyy) |

SECTION D. COMMERCIAL INFORMATION USE ACCOUNT HISTORY AND USE

1. Has anyone directly affiliated with any party identified above:

a. previously applied for, had, or have a Commercial Information Use Account?

☐ Yes

☐ No

IF YES, BUSINESS NAME

AGREEMENT / ACCOUNT NUMBER

b. been subject to a DMV administrative action?

☐ Yes

☐ 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?

☐ Yes

☐ 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. ☐ I will be using the information for my own business use as approved by the department.

☐ I will be using the information to perform a legitimate business service on behalf of another CRIUA applicant (i.e., pass through/reformat, other contracted services) as approved by the department. Access authority will be based on the other CRIUA applicant.

SECTION E. 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

SECTION F. TYPE OF INFORMATION REQUESTED**SELECT APPLICABLE INFORMATION TYPE(S) BELOW**

1. Select all that apply below AND complete Section G - Permissible Use(s)/Purpose.

☐ Driver Information

☒ Vehicle information which includes vehicle description, title, registration and vehicle activity.

☒ Personal information, as defined in §§ 2.2-3801.

☐ Other (please describe) _____

2. ☐ 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 Transportation Network Company (TNC) requesting Driver Record Information on employees as it relates to the driver's license status and activity pursuant to § 46.2-2099.49(B)(2).

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.

3. ☐ 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).

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 G. PERMISSIBLE USE(S)/PURPOSE

Each permissible use from Section F1 **must** be listed separately in accordance with provisions of section §46.2-208(B).

DMV USE ONLY

1. IDENTIFY PROPOSED USE

PROPOSED USE APPROVED

☐ Yes ☐ No

REASON CODE

2. IDENTIFY PROPOSED USE

PROPOSED USE APPROVED

☐ Yes ☐ No

REASON CODE

3. IDENTIFY PROPOSED USE

PROPOSED USE APPROVED

☐ Yes ☐ No

REASON CODE

4. IDENTIFY PROPOSED USE

PROPOSED USE APPROVED

☐ Yes ☐ No

REASON CODE

SECTION H. USER LIST

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.

SECTION I. BILLING INFORMATION

Check the block that indicates how you wish to be billed.

☐ Pay in person AT TIME OF RECEIPT☐ DIRECT BILLING monthly by DMV☒ As an agent of a qualified entity under § 46.2-214 of the Code of Virginia, Applicant is **exempt from fees****SECTION J. VALIDATION OF USER NEED (Must be attached to this application.)**

Attach a copy of any documents supporting the need for the requested information and verifying the identity of the company or user. Be as thorough as possible and address the following points.

- Business license or professional license
- Company charter, annual report or financial statement
- Statement on company letterhead from the applicant user
- Other items validating the user's need as explained in Section G
- For service providers only in addition to above requirements:
 - 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) | |
| AUTHORIZED REPRESENTATIVE NAME (print or type) Frank Parker, Jr. | | TITLE (print or type) Chairman | |
| AUTHORIZED REPRESENTATIVE ADDRESS (if different from Part 1) 3461 Carmen Ave | | | |
| CITY Rancho Viejo | | STATE TX | ZIP CODE 78575 |
| SIGNATURE | | | |
| TELEPHONE NUMBER (956) 621-5571 | FAX NUMBER () | BUSINESS EMAIL ADDRESS psepulveda@ccrma.org | |

DMV USE ONLY

| | | |
|--|--|-----------------------------------|
| APPLICATION <input type="checkbox"/> Approved <input type="checkbox"/> Denied | | DMV REPRESENTATIVE SIGNATURE |
| IF APPROVED, LIST DATE (mm/dd/yyyy) | | IF DENIED, LIST DATE (mm/dd/yyyy) |
| IF DENIED, GIVE REASON(S) | | |



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 have 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 certify under penalty of perjury, under the laws of the State of Virginia, 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 the 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.

| | | |
|---|--------------------|---|
| 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 AUTHORIZED REPRESENTATIVE (print) Frank Parker, Jr. Chairman | | TELEPHONE NUMBER (956) 621-5571 |
| SIGNATURE | | DATE (mm/dd/yyyy) |
| 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.

[illegible]

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.

Commercial Requester Information Use Application Procedures - (US 532A)

PURPOSE:

DMV is responsible for ensuring data is released only in compliance with the controlling state and federal privacy laws. In addition, incomplete applications result in processing delays, thus slowing down the application approval process. This procedure is intended to guide Commercial Businesses with completing the application accurately and completely.

NOTE:

DMV record information must be used only for the purpose identified on your application and approved by DMV. Any other use is prohibited and could result in civil, criminal, or administrative penalties.

BEFORE YOU BEGIN:

Be sure to read all instructions completely before filling out the forms and keep a copy of all forms for your records; DMV will not provide copies.

****Code of Virginia § 46.2-216.1 mandates all forms, applications, and contracts be submitted electronically to Use Agreement Services. ****

PART 1 – APPLICATION TYPE:

Original – Check this box if you are applying for a new account. All sections must be complete or the application will be returned unprocessed. **DMV WILL ASSIGN YOU A DMV USE AGREEMENT NUMBER.**

Change – Check this box if you have an existing account and you are changing information, such as, the contact person, address, record access method, permissible use, etc. **BE SURE TO INCLUDE YOUR EXISTING DMV USE AGREEMENT NUMBER (if known).**

Renewal – If you have received a “renewal notice” via email or your account is expiring, check this box and complete all sections. **BE SURE TO INCLUDE YOUR EXISTING DMV USE AGREEMENT NUMBER (if known).**

SECTION A – BUSINESS INFORMATION

1. **Business Name** – Provide the name of the Commercial Business applying for this account.
2. **Phone Number** – Provide the daytime telephone number of the Commercial Business identified in #1.

3. **Trading As Name (DBA)** – Complete this section only if you operate under a pseudonym.
4. **Federal ID Number (FEIN)** – Provide the Employer Identification Number provided by the IRS.
5. **Fax Number** – Provide the Commercial Business fax number.
6. **Contact Person Name/Title** – Provide the name and title of the person who will be the point of contact for DMV.
7. **Contact E-mail Address** – Provide the email address of the contact person identified in #6.
8. **Contact Phone Number** – Provide the telephone number of the contact person identified in #6.
9. **Website Address** – Provide the Commercial Business Internet Website or indicate “None.”
10. **Business Type** – Identify the Commercial Business type; i.e. Corporation, LLC, etc.
11. **State of Issuance** – Provide the State that issued the LLC, etc. identified in #10.
12. **Street Address (Physical Location)** – Provide the physical location where the Commercial Business is located. Include the Street Number, Street Address, City, State and Zip code.
13. **Mailing Address (If Different)** – Provide the mailing address (Street Number, Street Address, City, State and Zip code) where you want information mailed. If the mailing address is the same as the street address above, indicate “Same.”

SECTION B – BUSINESS TYPE

- Provide your appropriate type of business. If “Other” is checked, you will need to identify the business type.

SECTION C – PROFESSIONAL/OCCUPATION LICENSE INFORMATION

- All Compliance Agents and Private Investigators must include their Department of Criminal Justice Services License Information.

SECTION D – COMMERCIAL INFORMATION USE ACCOUNT HISTORY AND USE

1. a) Select “Yes” if you **currently have, previously had, or ever applied** for a Commercial Information Use Account. If “Yes”, provide the Commercial Business name and the associated DMV Agreement number if known.

b) Select “Yes” or “No” to indicate if your previous account was subject to a DMV administrative action. If “Yes”, attach a separate sheet that explains the type of action, the name of the person(s) and/or business subject to the action, the reasons for the action, and date of the incident.
2. Select “Yes” or “No” to indicate if anyone having access or requesting access to DMV records has ever been convicted of any crime, specified on the application. 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. Select the “First” box, if you will be using the information requested for your own business use. **(Example: Commercial Business Employer requests access to receive an employee driver transcript to monitor their driver record)**

Select the “Second” box, if you will be using the information to perform a legitimate business service on behalf of another Commercial Business. **(Example: Service Provider requests vehicle history to conduct lien checks on behalf of a financial institution they have an agreement with)**

SECTION E – INFORMATION DELIVERY METHOD

- **Check all blocks to indicate how you wish to receive the requested information**
- **Pick Up** printed information – Set an appointment with a specific Customer Service Center (CSC).
- **Receive** printed information **via MAIL** – This is a mail in request to DMV headquarters Customer Records department.
- **Request** information **using the Extranet** (Internet) application. **YOU MUST COMPLETE THE US 532E/ER APPLICATION.**
- **Request** information **using the Secure Data Exchange** (Access via automated Move Go Anywhere or Managed File Transfer (MFT) with Okta Authorized Credential)
- **Request** information **through direct access to DMV Web Service** (Direct Connectivity using a certificate issued by DMV and providing end user IP address)

SECTION F – TYPE OF INFORMATION REQUESTED

1. Select all that apply **AND** complete Section G – Permissible Use Purpose
 - **Driver Information**
 - **Vehicle Information which includes vehicle description, title, registration and vehicle activity**
 - **Personal Information, as defined in § 2.2-3801.**
 - **Other (please describe)**
2. **I am an Employer requesting Driver Record Information** – Select this box if you are requesting driver record information on employees as it relates to the driver’s license status and activities.

I am a Transportation Network Company (TNC) requesting Driver Record Information-
Select this box if you are a TNC business that offers prearranged rides for a fee and you are requesting driver record information on employees as it relates to the driver’s license status and activities.

An Intended Use Must Be Selected (More than One option can be selected)

- **Option1:** Pre-Employment Screening (receive a current driver transcript on a potential hire)
- **Option 2:** Risk Management on current employees (receive a current driver transcript to evaluate a current employee’s driving performance throughout employment)
- **Option 3:** Participation in DMV’s Driver Alert Program plus Risk Management (receive an email alert related to changes to an employee’s driving record).
Enter the day and month (MM/DD) you would like to receive your annual production of driver records. Must be 30 days from submitted application.

Driver Alert Monitoring Preference must be selected if Option 3 is selected (More than One option can be selected)

- Immediate alert of moving violation convictions (speeding, etc.)
- Immediate alert if drivers accumulate seven adverse points within a calendar year
- Immediate alert of suspensions, revocations, disqualifications, cancellations; reckless driving, driving while intoxicated convictions, etc. (receive an email alert due to a CDL endorsement change, driver’s license expiration, etc.)

3. **Pursuing a Mechanic and Storage Lien** – Select this box if you are pursuing a mechanic and/or storage line and need Vehicle Information.

SECTION G – PERMISSIBLE USE(S) PURPOSE

- An identified “permissible use” must be in accordance with provisions of section §46.2-208-214. Use the space(s) provided to explain your purpose for requesting DMV records. Each permissible use must be listed separately.

DMV USE ONLY- PROPOSED USE APPROVED (DO NOT COMPLETE)

SECTION H – USER LIST

- Provide a list of all users and the description of the type of access needed to obtain information. Access must be restricted to authorized employees who have a need to access DMV information for a business purpose.

SECTION I – BILLING INFORMATION

- Check the appropriate box to indicate how you will be billed
 - **Pay in person At Time of Receipt** (payment must be submitted same day as transcript request)
 - **Direct Billing monthly by DMV** (customer will receive an invoice and make a payment following the invoice guidelines)
 - **Exempt from application and transcript fees, if you are a qualified agent** (acting on behalf of a government entity)

SECTION J – VALIDATION OF USER NEED *(Submit your most current supporting documents)*

- Business/Professional License (permit issued to your business by a government office that allows to operate in a particular area) **-OR-**
- Company charter, annual report or a financial statement (official record that conveys the business activities and the financial performance of your company) **-OR-**
- Statement on company’s letterhead identifying the reason for requesting access to DMV records **-AND-**
- Security statement on company’s letterhead confirming the following listed below:
 - a. Your computers are password protected*
 - b. How you will secure DMV transcripts (i.e. locked in a file cabinet, etc.)*
 - c. The name of your commercial anti-virus software and how often it scans for viruses*

CERTIFICATION STATEMENT

- The person signing the application must be a representative who is authorized to act on behalf of the Company.

DMV USE ONLY- APPROVAL OF APPLICATION (DO NOT COMPLETE) INFORMATION SECURITY STATEMENT

- This page **must** be completed by an authorized representative. The representative will be responsible for ensuring that all employees given access agrees and understands the content in the Information Security Statement.

DMV USE ONLY- APPROVAL REQUIRED

A DMV representative will complete the section under APPROVED BY DEPARTMENT OF MOTOR VEHICLES REPRESENTATIVE

ANNUAL RE-CERTIFICATION

- To use in conjunction with required documents requested from our Data Compliance Audit group during an audit process. You **must** keep a copy to maintain at your work location and have it available for a DMV audit staff upon request.

WHERE TO SUBMIT THE COMMERCIAL REQUESTER INFORMATION USE APPLICATION

Congratulations! You have now completed the Commercial Requester's Application process. Submit your application and supporting documents by choosing **ONE** of the following methods:

EMAIL: useagreement@dmv.virginia.gov

FAX: (804) 367-2536, Attention: Use Agreement Services

If you need additional assistance, please contact a Use Agreement Program Support Technician by email at useagreement@dmv.virginia.gov or by phone (804) 474-2294.

**2-N CONSIDERATION AND APPROVAL OF AGREEMENT BETWEEN THE
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND HAMILTON
& LUCIO, P.C.**

HAMILTON & LUCIO, P.C.

805 OLD PORT ISABEL RD.
BROWNSVILLE, TEXAS 78521-3557
(956) 504-5500
FAX (956) 504-3866
www.hamiltonlucio.com

Erick L. Lucio
elucio@hamiltonlucio.com

December 27, 2023

Via Email:

Cameron County Regional Mobility Authority
Attn: Mr. Pete Sepulveda, Jr.
1100 E. Monroe, Suite 218
Brownsville, Texas 78520

RE: Engagement Letter

| | |
|----------------|--|
| Client: | Cameron County Regional Mobility Authority |
| Matter: | Tanker explosion on SH550 Toll Road |
| Adverse Party: | Texas Municipal League Intergovernmental Risk Pool ("TML") |
| | Rodrigo Valles Hernandez |
| Our File No. | 22222 |

Dear Mr. Sepulveda, Jr.,

This is to confirm that you have engaged Hamilton & Lucio, P.C. to represent the Cameron County Regional Mobility Authority. The terms of this engagement are explained in this letter. We ask that you confirm understanding of and agreement with the terms set forth herein by signing in the space indicated below. After it is signed, please return the original to us for our file.

Scope of Engagement. You have engaged our firm to represent the Cameron County Regional Mobility Authority in the above referenced matter against TML and Rodrigo Valles Hernandez, wherein the Cameron County Regional Mobility Authority seeks to recover damages stemming from a tanker explosion on SH550 Toll Road in Brownsville, Texas.

Our representation of Cameron County Regional Mobility Authority necessarily entails doing whatever is reasonably necessary to comply with Texas Law, rules of procedure, and court orders.

It is understood by our firm and the Cameron County Regional Mobility Authority that we will use our best efforts throughout the term of this engagement in representing you within the ethical constraints of our profession, but that we cannot and do not make any promise, representation, warranty or guarantee as to any particular result.

Cooperation, Reporting and Instructions. It is essential that clients and their counsel cooperate and communicate fully with one another. We will attempt to be as timely in our

communications and as protective of your convenience as possible in the circumstances. The representation is dependent on the information, documentation, and instructions that you as a client provide. It is our understanding that we are to report to and receive instructions from Mr. Pete Sepulveda, Jr. and Mr. David Irwin for all matters relevant to this assignment. All of us anticipate and intend that such communications between our firm and you are intended to be fully protected by the attorney-client privilege.

Fees and Expenses. Our fees will be based on the time spent by the lawyers and paralegal personnel working on this matter. The applicable hourly billing rates vary with the experience and training of the individuals involved. Our current billing rates for the individuals expected to be working on these matters are \$425 per hour for Erick L. Lucio and that of other partners, \$325 per hour for associates, and \$135 per hour for paralegals. Other individuals may from time to time work on this matter, with billing rates consistent with those described above.

We will submit our invoices in intervals of 30 to 90 days (depending on the amount of work completed).

In addition to our fees, expenses (i.e. deposition reporting and recording, travel, and court costs, along with other similar disbursements) are charged at actual cost. Photocopy expense is charged at \$0.10 per page, unless a third-party vendor is employed, in which case the only charge is for actual cost incurred. Our firm is authorized to retain litigation experts as necessary to represent the Cameron County Regional Mobility Authority. Expert witness fees or other substantial charges over \$300.00, if any, will be submitted directly to you for payment.

Additional Counsel. You have authorized our firm to retain additional counsel to assist in this litigation. Specifically, you have authorized us to retain Mr. Doug Skelley to assist with representation of the Cameron County Regional Mobility Authority. His hourly rate is \$550.

Termination of Representation. Either you or our law firm may terminate our representation at any time by written notice to the other, subject always to the ethical constraints of our profession, and we each agree to be reasonable in effecting whatever transfer of files and responsibility is necessary as a result of the termination. You will remain responsible for any accrued and unpaid fees and expenses existing at the time notice of termination is received, whether billed or unbilled.

Choice of Law. While we would hope that no dispute would ever arise out of our representation or this engagement letter, you and our firm agree that any such dispute shall be governed by the laws of the State of Texas.

If you are in agreement with these terms of our representation of the Cameron County Regional Mobility Authority, we would appreciate your signature below to indicate your agreement to engage this firm in this matter and your acceptance of the terms outlined in this engagement letter. Please return the signed engagement letter to us and feel free to contact the undersigned if you have any questions.

We thank you for the opportunity to represent you.

Respectfully Submitted,

Hamilton & Lucio, P.C.

/s/ Erick L. Lucio

Erick L. Lucio

ELL/rlg

Agreed to by the Cameron County Regional Mobility Authority:

Sign:


Chairman Frank Parker Jr.