

# **CAMINO REAL REGIONAL MOBILITY AUTHORITY BOARD RESOLUTION**

**WHEREAS**, the Camino Real Regional Mobility Authority (CRRMA) utilizes the City of El Paso (City) as its fiscal agent and the majority of the financial transactions of the CRRMA are routed through the City's financial accounting systems; and

**WHEREAS**, the CRRMA continues to expand the number and frequency of its activities and associated financial transactions as it works towards the development of various significant transportation projects in the region and had previously engaged Peña, Briones, McDaniel & Co., a local certified public accounting firm, to assist with the CRRMA's review and confirmation of its financial transactions in anticipation of the annual audit reports required of regional mobility authorities in the State of Texas; and

**WHEREAS**, the CRRMA desires to continue its engagement with the referenced firm for the provision of uninterrupted services in relation to the CRRMA's financial transactions with and through the City;

**NOW, THEREFORE, BE IT RESOLVED BY THE CAMINO REAL REGIONAL MOBILITY AUTHORITY:**

**THAT** the Executive Director be authorized to execute an Engagement Agreement with Peña, Briones, McDaniel & Co. for the provision of various certified public accounting services to the Camino Real Regional Mobility Authority from September 1, 2014 through August 31, 2016.

**PASSED AND APPROVED THIS 13<sup>TH</sup> DAY OF AUGUST 2014.**

**CAMINO REAL REGIONAL  
MOBILITY AUTHORITY**

**ATTEST:**

\_\_\_\_\_  
Scott McLaughlin, Chair

\_\_\_\_\_  
Susan A. Melendez, Board Secretary

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Raymond L. Telles  
Executive Director

**Raymond L. Telles  
Camino Real Regional Mobility Authority  
300 N. Campbell, 2<sup>nd</sup> Floor  
El Paso, Texas 79901**

**We are pleased to confirm our understanding of the terms of our engagement and the nature and limitations of the services we will provide to the Camino Real Regional Mobility Authority.**

**We will provide various accounting/consulting services to the Camino Real Regional Mobility Authority (CRRMA) on an as-needed basis relative to the interface between CRRMA and the City of El Paso (the CRRMA's fiscal agent), and other services related to the accounting procedures of the CRRMA. These could include monthly reconciliations of various accounts, analysis of the accounts for propriety, and consultation as requested by the CRRMA. We may also assist in the year end audit in relation to the accounts we have provided assistance with. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures to management and/or the board of directors.**

**Our engagement will not include a detailed examination of all transactions and cannot be relied on to disclose errors, fraud, or other illegal acts that may exist. However, we will inform you of any such matters that come to our attention. In addition, we will report to you any internal control deviations noted during the engagement.**

**If we are to submit reports summarizing the procedures performed and the results of those procedures, this report is intended solely for the use of the specified parties. It should not be used by any parties who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purposes. Our report will also contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.**

**You are responsible for making all management decisions and performing all management functions, for designating an individual with suitable skill, knowledge, and/or experience to oversee the services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.**

**Rene D. Peña, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.**

**The services provided will be billed on an hourly basis; the hourly rate will be \$160 for Rene Peña, Partner, and \$90 for Melisa Guevara, Manager, for all services. The contract will not exceed the amount of \$20,000 as request by the CRRMA for fiscal years 2015 and 2016. The CRRMA will be made aware of the balance it has left within each monthly invoice. If unexpected circumstances require significant additional time, we will discuss it with you and arrive at a fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.**

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy, and return it to us. If the need for additional procedures arises, our engagement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties are added, we will require that they acknowledge in writing their responsibilities.

Very truly yours,

Rene D. Peña, CPA  
Peña Briones McDaniel & Co

**RESPONSE:**

The letter correctly sets forth the understanding of the Camino Real Regional Mobility Authority

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_