

COUNTY OF CAMERON §

12:00 P.M.

YOLANDA VILLALOBOS
ABSENT

RMA Minutes\September 17, 2008\Page 1

AGENDA

**Special Meeting of the Board of Directors
of the
Cameron County Regional Mobility Authority**

**Levis Building
1390 W. Expressway 77
San Benito, TX 78586**

Wednesday, September 17, 2008

12:00 Noon

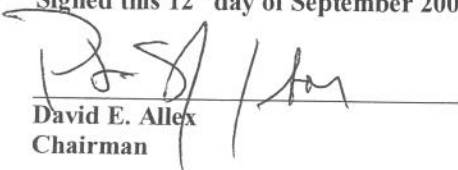
ACCEPTED FOR FILING
CAMERON COUNTY

2008 SEP 12 P 4:19

JOE CLIVERA
COUNTY CLERK

- I. Public Comments
- II. Approval of minutes of the July 10, 2008 and August 14, 2008 Meeting
- III. Consideration and approval of GEC report for August 2008
- IV. Consideration and approval of Revenue and Expenditure Report for August 2008
- V. Consideration and approval of FY 2008-2009 Budget
- VI. Consideration and approval of Interlocal Agreement between the Cameron County Regional Mobility Authority and Cameron County
- VII. Consideration and approval of Agreement between the Cameron County Regional Mobility Authority and Martha Galarza
- VIII. Consideration and approval of Agreement between the Cameron County Regional Mobility Authority and Maria Robles
- IX. Consideration and approval of Agreement between the Cameron County Regional Mobility Authority and Blanca C. Betancourt
- X. Consideration and approval of Agreement between the Cameron County Regional Mobility Authority and Perla J. Saenz
- XI. Consideration and approval of Agreement between the Cameron County Regional Mobility Authority and Maricruz Robles
- XII. Consideration and approval of Agreement between the Cameron County Regional Mobility Authority and Dylbia J. Vega
- XIII. Executive Session Items
 - a. Consultation with Attorney - Consultation with, and advice from Legal Counsel concerning pending/contemplated litigation, settlement offers and negotiations, market valuation negotiations and related issues regarding the Cameron County Regional Mobility Authority's projects, specifically SH 550 and West Loop and other legal issues affecting the authority, Pursuant to V.T.C.A. Government Code, Section 551.071
- XIV. Action relative to Executive Session
 - a. Possible Action
- XV. Adjournment

Signed this 12th day of September 2008


David E. Alex
Chairman

I. PUBLIC COMMENTS

At this time Mr. Phillip Cowen, Brownsville resident, informed the Board of an exiting petition opposing the West Rail Project, which included 4,200 signatures.

II. APPROVAL OF MINUTES FOR JULY 10, 2008 AND AUGUST 14, 2008

Upon motion by Director Garza, seconded by Director Gallegos and carried unanimously, the Minutes of the July 10, 2008 and August 14, 2008 meetings were approved.

III. CONSIDERATION AND APPROVAL OF GEC REPORT FOR AUGUST 2008

Mr. Bobby Balli, HNTB, presented and highlighted the August GEC Report. He reported that the public meeting scheduled for October 16, 2008 regarding the Second Causeway Project was postponed and was pending a new date.

Director Gallegos suggested that a pamphlet with accurate information regarding the West Rail Project be developed and disseminated to address public concerns.

Director Gallegos moved that the August GEC Report be acknowledged.

The motion was seconded by Director Alvarez and carried unanimously.

The Report is as follows:

Pete Sepulveda Jr.
CCRMA Coordinator
Cameron County Regional Mobility Authority
1100 East Monroe Street
Brownsville, TX 78520

HNTB

September 4, 2008

Dear Mr. Sepulveda,

The following is a summary of our progress on the subject projects for the month of August, 2008.

Project Management:

General GEC

- Prepared contract correspondence and monthly GEC progress report.
- Prepared & submitted CCRMA GEC Invoice No. 25 for work performed on Work Authorization Nos. 5, 7, 8, 12, 14 and 15.
- Updated and submitted August 2008 GEC work authorization status report.

North Rail Relocation Project (Work Authorization No. 4)

North Rail Relocation Project relocates the exiting and operating freight rail lines away from incorporated and unincorporated areas of Cameron County, Texas, in particular in and around Harlingen, Texas. An effective relocation of the existing freight rail facility will not only improve freight rail operations to and from the US/Mexico border, but may aid in the enhancement of air quality for the area, improve the safety of the traveling public with regard to the freight rail/passenger interface, improve the response time of emergency vehicles, minimize if not eliminate the transport of hazardous material via freight rail through towns, improve traffic congestion, and ultimately enhance the economic development of the region.

- HNTB staff continued discussions with Union Pacific representatives.
- HNTB met with City of Harlingen, CCRMA and UPRR to discuss Union Pacific's proposal to relocate UP's Harlingen's switch yard to Olmito.

FM 509 Project (Work Authorization No. 5)

The FM 509 project is a relief route around the north and east areas of the City of Harlingen that would construct FM 509, in Cameron County, from US 77 to the Intersection with FM 508. The proposed facility would consist of a four-lane roadway with directions of travel separated by a center median. Dependent upon traffic projections, an interim facility with fewer lanes may initially be constructed. Interchanges or grade separations would be constructed at major thoroughfares. As proposed, the right-of-way would be 300-feet (usual) wide and sufficient to accommodate future transportation needs; however, any future improvements would be subject to environmental review. This could include bicycle and pedestrian facilities, general purpose lanes, truck lanes, or some combination of these modes.

- Project coordination.

- HNTB awaiting TxDOT comments on re-submitted draft EA.

West Loop Project (Work Authorization No. 7):

The proposed West Loop Road is a new location facility and will provide a four-lane controlled access expressway with interchanges and connections at strategic locations and grade separation structures for several crossing streets in Brownsville. The majority of the project alignment falls within or in the vicinity of the existing Union Pacific Railroad right-of-way. Negotiations are underway to relocate the railroad and donate the right-of-way to the county for the project.

- HNTB coordinated approvals on all correspondence and resource material with TxDOT and CCRMA staff.
- HNTB completed the development of travel demand model and toll diverted traffic numbers.
- HNTB continued efforts on microsimulation model.
- HNTB responded to numerous telephone calls and drop in office visits from members of the general public requesting information on the project.
- HNTB currently conducting QC review of Draft Public Meeting Summary Report, submittal of report to CCRMA for review anticipated in September 2008.
- HNTB continues to prepare Draft EA, submittal of report to CCRMA for review anticipated in September 2008.

West Rail Relocation Project (Work Authorization No. 8):

This Work Authorization provides appropriate subconsultant(s) for staff coordination with the Mexican agencies to monitor and determine project schedules, permit requirements, funding technical agreements and design for the West Rail Relocation around Brownsville, Texas. The project plans will require approval by Secretaría de Comunicaciones y Transportes (SCT), Comisión Internacional de Límites Y Aguas (CILA) and Kansas City Southern Mexico (KCSM).

- Mexican Basic Group S.A. de C.V. was awarded the Cost-Benefit Analysis Studies, Executive Project (Final Design) and Environmental Impact Study by SCT. Several coordination meetings were held, including the Technical Group Reunion, in which Communications and Transports Secretariat, Foreign Affairs Secretariat, State Government of Tamaulipas, Municipal Government of Matamoros, Cameron County, Frontier Ecological Cooperation Commission, Kansas City Southern Mexico, HNTB, Infrastructure National Fund, Brownsville, Rio Grande International Railroad and Mexican Basic Group S.A. de C.V. were present.
- Arturo de las Fuentes met with the City of Matamoros and representatives from the Mexican Basic Group S.A. de C.V. to listen to their comments on the Partial Plan. The Partial Plan is scheduled to be submitted to the town council for their authorization in September.
- Lic. Ulysses Flores Rodriguez, Juridical Director from the Employment and Economical Development Secretariat from the Tamaulipas State Government, signed the covenants with the land owners for the railway right-of-way acquisition. This will allow Mexican Basic Group S.A. de C.V. to enter the properties and initiate work on the Executive Project and Environmental Impact Manifestation. The railway right-of-way acquisition is expected to be concluded in September.
- The 18th Technical Group Reunion took place on August 8, 2008 for the West Railroad Relocation Project in the City of Brownsville, Texas. The topics of discussion were the Financial Design, Partial Plan, Cost Benefit Analysis Studies, Executive Project, Environmental Impact Manifestation, Railway Right-of-Way Acquisition, Conceptual Uniformity from the Bridge Design and the Railroad Museum.

South Padre Island Second Access (Work Authorization No. 12):

This work authorization provides engineering and environmental services associated with the development and advancement of the National Environmental Policy Act (NEPA) process for the proposed South Padre Island (SPI) 2nd Access Project. The tasks associated with the project will include the development of the necessary environmental documentation, corridor alternatives assessments and related public involvement activities.

- HNTB continued to develop and refine a set of draft evaluation criteria to narrow the preliminary alternatives to a set of reasonable alternatives and submitted the draft criteria.
- HNTB revised and submitted the draft preliminary alternative evaluation report.
- HNTB continued drafting of the need and purpose and existing conditions section of the DEIS.
- HNTB submitted the draft need and purpose and existing conditions section of the DEIS for internal review.
- HNTB revised and submitted a draft letter to the Native American tribes requesting Section 106 consultation to CCRMA for review.
- HNTB revised and submitted draft letters addressed to the NEPA TWG representatives regarding the October NEPA TWG meeting to FHWA, TxDOT and CCRMA.
- HNTB is reviewing the report for the 2nd PITWG meeting
- HNTB updated the environmental schedule.
- HNTB cancelled facility arrangements and prepared and submitted postponement notices for the CSS workshops due to Hurricane Dolly.
- HNTB continued efforts to reschedule the 2nd Public Meeting and the CSS workshops
- HNTB managed the location arrangements for the rescheduled second public meeting.
- HNTB revised the draft preliminary alternatives based on the July 10th meeting comments.
- HNTB revised the draft roadway design criteria.
- HNTB prepared conceptual roadway typical sections.
- Supplemental Work Authorization No. 2 to Work Authorization No. 12 for Traffic Studies/Public Involvement and other items was submitted on August 12th for CCRMA Staff review and approval.

Request for Statements of Interest (Work Authorization No. 14):

This work authorization provides professional technical services associated with the development of request for statements of interest (RFI) and qualifications from firms to provide strategic partnership/investor opportunities for the proposed CCRMA projects located in Cameron County, Texas; as well as, provide recommendations for the selection of projects that the CCRMA could pursue through a separate CDA procurement process.

- HNTB coordinated with local and national contractors and consultants interested in the CCRMA projects.
- HNTB has been facilitating and participating in discussions with TxDOT officials in an effort to coordinate activities of this project and the activities of TxDOT and their associated concession projects.
- HNTB prepared draft summary fact sheets for all current CCRMA projects which included projected schedules, project limits and estimated costs.

SH 550 Re-Evaluation (Work Authorization No. 15):

This work authorization provides professional services and deliverables in support of the CCRMA's development of the SH 550 (Port Spur) toll project from FM 511 at Old Port Isabel Road to State Highway 48 and the proposed entrance to the Port of Brownsville. The focus of the re-evaluation will be on the effects of tolling the project.

- HNTB submitted draft wetland delineation report to TxDOT Pharr District Office on August 5, 2008.
- HNTB is currently conducting QC review of Open House Summary Report, submittal of report to CCRMA anticipated in September 2008.
- HNTB submitted a Draft EA Re-evaluation report to TxDOT Pharr District Office on August 5, 2008.

Consultant Management:

- Continued ongoing coordination with all subconsultants.
- Provided project information to subconsultants in an effort to educate the firms on the projects to be developed within the next few months (RFI, Re-evaluation, CDA, etc).
- Developed Progress Report Sheet that will be utilized to provide project status to the CCRMA Board of Directors.

Agency Coordination:

- Conducted ongoing discussions with CCRMA staff, TxDOT staff, TTA staff and subconsultants for preparation of SPI 2nd Access Project, West Loop Project and West Rail Project.
- Conducted ongoing discussions with TxDOT staff and Officials for the preparation of the SH 550 CDA program.

For Discussion:

- Upcoming work authorizations:
 - FM 511 (Spur 550) CDA program.
 - Supplemental Work Authorization No. 2 to Work Authorization No. 7 for informed consent/Public Involvement effort and other items.
 - Supplemental Work Authorization No. 2 to Work Authorization No. 12 for Traffic Studies/Public Involvement and other items.
 - Supplemental Work Authorization No. 2 to Work Authorization No. 14 for legal services.
 - Work Authorization No. 16 for West Rail Relocation Project Additional Services.

Best regards,

Lamberto "Bobby" Balli, P.E.
Associate Vice President

cc: David Garcia
Robert Slimp, P.E.
Richard Ridings, P.E.

**IV. APPROVAL OF EXPENDITURE REPORT FOR
AUGUST 2008 AND REVIEW OF CASH FLOW
STATEMENT**

Mr. Sepulveda presented and highlighted the August 2008 Expenditure Report and Cash Flow Statement.

Upon motion by Director Parker, seconded by Director Alvarez and carried unanimously.

The Report is as follows:

From 08/01/2008 To 08/31/2008

<u>Fund</u>	<u>Dept</u>	<u>LnItm</u>	<u>PEID</u>	<u>Vendor Name</u>	<u>Check #</u>	<u>Check Date</u>	<u>Post Date</u>	<u>PO #</u>	<u>Invoice #</u>	<u>Fund Total</u>	<u>Amount</u>
REGIONAL MOBILITY AU											
110	110	6045	0000160653	HNTB CORP	00205352	08/14/2008	08/13/2008	P116225	22-40619-PL-011	5,709,751.15	11,748.25
110	110	6045			00205352	08/14/2008	08/13/2008	P116225	23-40619-PL-011		1,487.12
110	110	6045			00205352	08/14/2008	08/13/2008	P121070	23-40619-PL-008		9,138.35
110	110	6045			00205352	08/14/2008	08/13/2008	P121070	24-40619-PL-008		2,538.43
									Check Total	24,912.15	
110	110	6082	0000154776	BETANCOURT,BLANCA	00205698	08/20/2008	08/20/2008		Line Item Total	24,912.15	
									SEPT CONTRACT	200.00	
									Check Total	200.00	
110	110	6082	0000089010	GALARZA,MARTHA	00205746	08/20/2008	08/20/2008		AUG CONTRACT	500.00	
									Check Total	500.00	
110	110	6082	0000163539	ROBLES,MARICRUZ	00205864	08/20/2008	08/20/2008		SEPT CONTRACT	416.67	
									Check Total	416.67	
110	110	6082	0000166843	SAENZ,PERLA J	00205874	08/20/2008	08/20/2008		SEPT CONTRACT	200.00	
									Check Total	200.00	
									Line Item Total	1,316.67	
									Dept. Total	26,228.82	

<u>Fund Dept</u>	<u>LnItem</u>	<u>PEID</u>	<u>Vendor Name</u>	<u>Check #</u>	<u>Check Date</u>	<u>Post Date</u>	<u>PO #</u>	<u>Invoice #</u>	<u>Amount</u>
110 1108	6045	0000160653	HNTB CORP	00206051	08/28/2008	08/28/2008	P127671	25-40619-PL-008	22,222.16
110 1108	6045			00206051	08/28/2008	08/28/2008	P127671	26-40619-PL-008	12,840.24
Check Total									35,062.40
Line Item Total									35,062.40
Dept. Total									35,062.40

From 08/01/2008 To 08/31/2008

<u>Fund Dept</u>	<u>LnItem</u>	<u>PEID</u>	<u>Vendor Name</u>	<u>Check #</u>	<u>Check Date</u>	<u>Post Date</u>	<u>PO #</u>	<u>Invoice #</u>	<u>Amount</u>
Port Spur									
110 1113	6042			00206051	08/28/2008	08/27/2008	P127260	23-40619-PL-015	15,279.88
110 1113	6042			00206051	08/28/2008	08/27/2008	P127260	24-40619-PL-015	80,018.29
								Check Total	95,298.17
								Line Item Total	95,298.17
								Dept. Total	95,298.17

Cash Disbursements Journal by GL
 From 08/01/2008 To 08/31/2008

1114

<u>Fund</u>	<u>Dept</u>	<u>LnItm</u>	<u>PEID</u>	<u>Vendor Name</u>	<u>Check #</u>	<u>Check Date</u>	<u>Post Date</u>	<u>PO #</u>	<u>Invoice #</u>	<u>Amount</u>
110	1114	6042			00205352	08/14/2008	08/14/2008	P127093	24-40619-PL-014	27,617.38
110	1114	6042			00205352	08/14/2008	08/14/2008	P127093	23-40619-PL-014	15,953.23
110	1114	6042			00205352	08/14/2008	08/14/2008	P127093	25-40619-PL-014	59,082.12
										Check Total
										102,652.73
										Line Item Total
										102,652.73
										Dept. Total
										102,652.73

V. **CONSIDERATION AND APPROVAL OF FY 2008-2009
BUDGET**

Mr. Sepulveda presented the FY 2008-2009 Budget, and noted that a dollar amount remained pending from TXDOT for revenues on toll equity.

Director Garza moved that the Fiscal Year 2008-2009 Budget be approved.

The motion was seconded by Director Gallegos and carried as follows:

AYE: Chairman Allex, Director Scaief, Director Garza, Director Alvarez, Director Parker,
Director Gallegos

NAY: None

ABSENT: Director Villalobos

The Budget is as follows:

**VI. CONSIDERATION AND APPROVAL OF
INTERLOCAL AGREEMENT BETWEEN THE
CAMERON COUNTY REGIONAL MOBILITY
AUTHORITY OF CAMERON COUNTY**

Upon motion by Director Alvarez, seconded by Director Gallegos and carried unanimously, the Interlocal Agreement between the Cameron County Regional Mobility Authority of Cameron County was approved.

The Agreement is as follows:

Contract No. _____

STATE OF TEXAS §
 §
COUNTY OF CAMERON §

INTERLOCAL AGREEMENT BETWEEN
CAMERON COUNTY AND CAMERON COUNTY REGIONAL MOBILITY
AUTHORITY

This Interlocal Agreement is made by and between the COUNTY OF CAMERON, TEXAS, hereinafter referred to as "County", and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, hereinafter referred to as "CCRMA".

WHEREAS, the CCRMA was created in September 30, 2004;

WHEREAS, the CCRMA does not have administrative personnel to manage and oversee the projects of the CCRMA;

WHEREAS, the County does have personnel that could assist the CCRMA in managing and overseeing the projects of the CCRMA; and

NOW, THEREFORE, for and in consideration of the premises and the mutual promises of the parties and the mutual benefits they will gain by the performance thereof, all in accordance with the provisions hereinafter set forth, the County and the CCRMA agree as follows:

1. The County will provide administrative services to the CCRMA, which will include managing and overseeing CCRMA projects.

2. The CCRMA agrees to reimburse the County \$70,000.00 for the administrative services provided by the County.

3. The rules, regulations and orders of the County shall govern this Interlocal Agreement and the parties agree that the CCRMA shall supervise the performance of this Interlocal Agreement.

4. This Interlocal Agreement shall continue until terminated by one of the parties. This Agreement may be terminated by either party at any time by giving thirty (30) days written notice to the other party of its intent to terminate the agreement.

5. All notices to Cameron County shall be sent by certified or registered mail, addressed to:

Cameron County Judge
Cameron County Courthouse
1100 East Monroe Street
Brownsville, Texas 78520

or at such other address as the County may otherwise designate.

All notices to the Cameron County Regional Mobility Authority shall be sent certified or registered mail, addressed to:

CCRMA Chairman
1390 West Expressway 77
San Benito, Texas 78586

or at such other address as the CCRMA may otherwise designate in writing.

6. This Agreement shall have no legal force or effect until such time as it is properly adopted and approved by the CAMERON COUNTY COMMISSIONERS' COURT and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY.

Executed this _____ day of September, 2008.

Carlos H. Cascos, CPA
Cameron County Judge

David E. Alex, Chairman
Cameron County Regional Mobility Authority

Attested By:

Joe G. Rivera, County Clerk

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- VII. CONSIDERATION AND APPROVAL OF AGREEMENT BETWEEN CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND MARTHA GALARZA
- VIII. CONSIDERATION AND APPROVAL OF AGREEMENT BETWEEN CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND MARIA ROBLES
- IX. CONSIDERATION AND APPROVAL OF AGREEMENT BETWEEN CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND BLANCA C. BETANCOURT
- X. CONSIDERATION AND APPROVAL OF AGREEMENT BETWEEN CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND PERLA J. SAENZ
- XI. CONSIDERATION AND APPROVAL OF AGREEMENT BETWEEN CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND MARICRUZ ROBLES
- XII. CONSIDERATION AND APPROVAL OF AGREEMENT BETWEEN CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND DYLBIA J. VEGA

Mr. Sepulveda noted that all the agreements above become void upon termination of employment with Cameron County.

Director Gallegos moved that Items VII through XII be approved.

The motion was seconded by Director Garza and carried unanimously.

The Agreements are as follow:

STATE OF TEXAS §
 §
COUNTY OF CAMERON §

CONTRACT FOR SERVICES

This is an agreement by and between the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY (hereinafter called CCRMA) and MARTHA GALARZA (hereinafter called GALARZA).

In consideration of the mutual promises herein contained, the parties agree as follows:

PURPOSE OF REPRESENTATION

The CCRMA hereby employs GALARZA to act as Budget Coordinator. As Budget Coordinator, GALARZA agrees to do the following: (1) prepare a monthly revenue and expenditure report for the Board, (2) maintain oversight of the CCRMA fund, (3) prepare any and all reports required by State auditing agencies, (4) prepare the monthly and yearly financial statements and/or reports and (5) assist the RMA Coordinator in preparing the monthly cash flow statements.

COMPENSATION

In consideration of services to be rendered by GALARZA, the CCRMA hereby agrees to pay GALARZA an annual sum of \$6,000 to be paid in monthly installments of \$500.00 payable on the last day of each month. It is specifically understood and agreed that the CCRMA will not withhold any monies for purposes of taxes. All taxes due shall be paid by GALARZA as a self-employed person.

TERM

This agreement shall begin on October 1, 2008 and end on September 30, 2009 or until it is terminated by either party, upon thirty (30) days written notice. In the event that GALARZA is not employed by Cameron County as County Auditor, this agreement is immediately null and void.

NOTICE

All notices to CCRMA shall be sent by certified or registered mail, addressed to: Cameron County Regional Mobility Authority, 1390 W Expressway 77, San Benito, Texas 78586, or at such other address as the CCRMA may otherwise designate. All notices to MARTHA GALARZA shall be sent certified or registered mail, addressed to: MARTHA GALARZA, 1100 E. Monroe Street, Brownsville, Texas 78520.

LAW AND VENUE

This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Cameron County, Texas.

PRIOR AGREEMENTS SUPERSEDED

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter. This agreement may be modified at any time by mutual consent of the parties.

EXECUTED on this 11th day of September 2008, at Brownsville, Cameron County, Texas.

David E. Allex, Chairman

Martha Galarza

STATE OF TEXAS §
 §
COUNTY OF CAMERON §

CONTRACT FOR SERVICES

This is an agreement by and between the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY (hereinafter called CCRMA) and MARIA ROBLES (hereinafter called ROBLES).

In consideration of the mutual promises herein contained, the parties agree as follows:

PURPOSE OF REPRESENTATION

The CCRMA hereby employs ROBLES to act as Assistant Budget Coordinator. As Assistant Budget Coordinator, ROBLES agrees to do the following: (1) assist in preparing a monthly revenue and expenditure report for the Board, (2) assist in maintaining oversight of the CCRMA fund, (3) assist in preparing any and all reports required by State auditing agencies, (4) assist in preparing the monthly and yearly financial statements and/or reports and (5) assist the RMA Coordinator in preparing the monthly cash flow statements.

COMPENSATION

In consideration of services to be rendered by ROBLES, the CCRMA hereby agrees to pay ROBLES an annual sum of \$3,600 to be paid in monthly installments of \$300.00 payable on the last day of each month. It is specifically understood and agreed that the CCRMA will not withhold any monies for purposes of taxes. All taxes due shall be paid by ROBLES as a self-employed person.

TERM

This agreement shall begin on October 1, 2008 and end on September 30, 2009 or until it is terminated by either party, upon thirty (30) days written notice. In the event that ROBLES is not employed by Cameron County as Assistant County Auditor, this agreement is immediately null and void.

NOTICE

All notices to CCRMA shall be sent by certified or registered mail, addressed to: Cameron County Regional Mobility Authority, 1390 W Expressway 77, San Benito, Texas 78586, or at such other address as the CCRMA may otherwise designate. All notices to MARIA ROBLES shall be sent certified or registered mail, addressed to: MARIA ROBLES, 1100 E. Monroe Street, Brownsville, Texas 78520.

LAW AND VENUE

This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Cameron County, Texas.

PRIOR AGREEMENTS SUPERSEDED

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter. This agreement may be modified at any time by mutual consent of the parties.

EXECUTED on this 11th day of September, 2008, at Brownsville, Cameron County, Texas.

David E. Allex, Chairman

Maria Robles

STATE OF TEXAS §
 §
COUNTY OF CAMERON §

CONTRACT FOR SERVICES

This is an agreement by and between the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY (hereinafter called CCRMA) and BLANCA BETANCOURT (hereinafter called BETANCOURT).

In consideration of the mutual promises herein contained, the parties agree as follows:

PURPOSE OF REPRESENTATION

The CCRMA hereby employs BETANCOURT to serve as support services for the CCRMA. In providing support services, BETANCOURT will do the following: (1) assist in preparing the agenda backup materials for every CCRMA Board meeting; (2) ensure that every Board member receives an agenda packet; (3) maintain the CCRMA database; (4) set appointments for the Chairman and Coordinator; (5) make travel arrangements for the Board members and the Coordinator; (6) prepare power point presentations, when necessary; and (7) maintain all project files pertaining to individual work authorizations.

COMPENSATION

In consideration of services to be rendered by BETANCOURT, the CCRMA hereby agrees to pay BETANCOURT an annual sum of \$2,400.00 to be paid in monthly installments of \$200.00 payable on the last day of each month. It is specifically understood and agreed that the CCRMA will not withhold any monies for purposes of taxes. All taxes due shall be paid by BETANCOURT as a self-employed person.

TERM

This agreement shall begin on October 1, 2008 and end on September 30, 2009 or until it is terminated by either party, upon thirty (30) days written notice. In the event that BETANCOURT is not employed by Cameron County, this agreement is immediately null and void.

NOTICE

All notices to CCRMA shall be sent by certified or registered mail, addressed to: Cameron County Regional Mobility Authority, 1390 W Expressway 77, San Benito, Texas 78586, or at such other address as the CCRMA may otherwise designate. All notices to BLANCA. BETANCOURT shall be sent certified or registered mail, addressed to: BLANCA. BETANCOURT, 1100 E. Monroe Street, Brownsville, Texas 78520.

LAW AND VENUE

This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Cameron County, Texas.

PRIOR AGREEMENTS SUPERSEDED

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter. This agreement may be modified at any time by mutual consent of the parties.

EXECUTED on this 11th day of September, 2008, at Brownsville, Cameron County, Texas.

David E. Allex, Chairman

Blanca C. Betancourt

STATE OF TEXAS §
 §
COUNTY OF CAMERON §

CONTRACT FOR SERVICES

This is an agreement by and between the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY (hereinafter called CCRMA) and PERLA J. SAENZ (hereinafter called SAENZ).

In consideration of the mutual promises herein contained, the parties agree as follows:

PURPOSE OF REPRESENTATION

The CCRMA hereby employs SAENZ to serve as support services for the CCRMA. In providing support services, SAENZ will do the following: (1) assist in preparing the agenda backup materials for every CCRMA Board meeting; (2) ensure that every Board member receives an agenda packet; (3) maintain the CCRMA database; (4) set appointments for the Chairman and Coordinator; (5) make travel arrangements for the Board members and the Coordinator; (6) prepare power point presentations, when necessary; and (7) maintain all project files pertaining to individual work authorizations.

COMPENSATION

In consideration of services to be rendered by SAENZ, the CCRMA hereby agrees to pay SAENZ an annual sum of \$2,400.00 to be paid in monthly installments of \$200.00 payable on the last day of each month. It is specifically understood and agreed that the CCRMA will not withhold any monies for purposes of taxes. All taxes due shall be paid by SAENZ as a self-employed person.

TERM

This agreement shall begin on October 1, 2008 and end on September 30, 2009 or until it is terminated by either party, upon thirty (30) days written notice. In the event that SAENZ is not employed by Cameron County, this agreement is immediately null and void.

NOTICE

All notices to CCRMA shall be sent by certified or registered mail, addressed to: Cameron County Regional Mobility Authority, 1390 W Expressway 77, San Benito, Texas 78586, or at such other address as the CCRMA may otherwise designate. All notices to PERLA J. SAENZ shall be sent certified or registered mail, addressed to: PERLA J. SAENZ, 1100 E. Monroe Street, Brownsville, Texas 78520.

LAW AND VENUE

This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Cameron County, Texas.

PRIOR AGREEMENTS SUPERSEDED

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter. This agreement may be modified at any time by mutual consent of the parties.

EXECUTED on this 11th day of September, 2008, at Brownsville, Cameron County, Texas.

David E. Allex, Chairman

Perla J. Saenz

STATE OF TEXAS §
 §
COUNTY OF CAMERON §

CONTRACT FOR SERVICES

This is an agreement by and between the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY (hereinafter called CCRMA) and MARICRUZ ROBLES (hereinafter called ROBLES).

In consideration of the mutual promises herein contained, the parties agree as follows:

PURPOSE OF REPRESENTATION

The CCRMA hereby employs ROBLES to act as recording secretary for the CCRMA Board meetings. As recording secretary, ROBLES agrees to post the monthly CCRMA Board agendas and to record and prepare the official minutes for every CCRMA Board meeting.

COMPENSATION

In consideration of services to be rendered by ROBLES, the CCRMA hereby agrees to pay ROBLES an annual sum of \$5,000 to be paid in monthly installments of \$416.67 payable on the last day of each month. It is specifically understood and agreed that the CCRMA will not withhold any monies for purposes of taxes. All taxes due shall be paid by ROBLES as a self-employed person.

TERM

This agreement shall begin on October 1, 2008 and end on September 30, 2009 or until it is terminated by either party, upon thirty (30) days written notice. In the event that ROBLES is not employed by Cameron County, this agreement is immediately null and void.

NOTICE

All notices to CCRMA shall be sent by certified or registered mail, addressed to: Cameron County Regional Mobility Authority, 1390 W Expressway 77, San Benito, Texas 78586, or at such other address as the CCRMA may otherwise designate. All notices to MARICRUZ ROBLES shall be sent certified or registered mail, addressed to: MARICRUZ ROBLES, 964 E. Harrison Street, Brownsville, Texas 78520.

LAW AND VENUE

This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Cameron County, Texas.

PRIOR AGREEMENTS SUPERSEDED

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter. This agreement may be modified at any time by mutual consent of the parties.

EXECUTED on this 11th day of September, 2008, at Brownsville, Cameron County, Texas.

David E. Allex, Chairman

Maricruz Robles

STATE OF TEXAS §
 §
COUNTY OF CAMERON §

CONTRACT FOR SERVICES

This is an agreement by and between the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY (hereinafter called CCRMA) and DYLBIA J. VEGA (hereinafter called VEGA).

In consideration of the mutual promises herein contained, the parties agree as follows:

PURPOSE OF REPRESENTATION

The CCRMA hereby employs VEGA to act as Legal Counsel. As Legal Counsel VEGA agrees to do the following: (1) review and approved monthly board meeting agendas, (2) attend all Board meetings, (3) review contracts, agreements and memorandum of understandings for the CCRMA, (4) assist in right of way issues related to CCRMA projects and (5) provide legal advice as needed to the CCRMA Board.

COMPENSATION

In consideration of services to be rendered by VEGA, the CCRMA hereby agrees to pay VEGA an annual sum of \$12,000 to be paid in monthly installments of \$1,000.00 payable on the last day of each month. It is specifically understood and agreed that the CCRMA will not withhold any monies for purposes of taxes. All taxes due shall be paid by VEGA as a self-employed person.

TERM

This agreement shall begin on October 1, 2008 and end on September 30, 2009 or until it is terminated by either party, upon thirty (30) days written notice. In the event that VEGA is not employed by Cameron County as Legal Counsel, this agreement is immediately null and void.

NOTICE

All notices to CCRMA shall be sent by certified or registered mail, addressed to: Cameron County Regional Mobility Authority, 1390 W Expressway 77, San Benito, Texas 78586, or at such other address as the CCRMA may otherwise designate. All notices to VEGA shall be sent certified or registered mail, addressed to: DYLBIA J. VEGA, 1100 E. Monroe Street, Brownsville, Texas 78520.

LAW AND VENUE

This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Cameron County, Texas.

PRIOR AGREEMENTS SUPERSEDED

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter. This agreement may be modified at any time by mutual consent of the parties.

EXECUTED on this ____ day of September, 2008, at Brownsville, Cameron County, Texas.

David E. Allex, Chairman

Dylbia J. Vega

EXECUTIVE SESSION

(XII) EXECUTIVE SESSION

Upon motion by Director Parker, seconded by Director Garza and carried unanimously, the Board met in Executive Session at 12:40 P. M. to discuss the following matters:

- A. Consultation with Attorney-Consultation with, and advice from Legal Counsel concerning pending/contemplated litigation, settlement offer and negotiations, market valuation negotiations and related issues regarding the Cameron County Regional Mobility Authority's projects, specifically SH 550 and West Loop and other legal issues affecting the authority, pursuant to o Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.071.

Upon motion by Director Alvarez, seconded by Director Garza and carried unanimously, the Board reconvened in Regular Session at 1:17 P. M.

(XIV) ACTION RELATIVE TO EXECUTIVE SESSION:

- A. Consultation with Attorney-Consultation with, and advice from Legal Counsel concerning pending /contemplated litigation, settlement offer and negotiations, market valuation negotiations and related issues regarding the Cameron County Regional Mobility Authority's projects, specifically SH 550 and West Loop and other legal issues affecting the authority, pursuant to o Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.071.

Upon motion by Director Parker, seconded by Director Alvarez and carried unanimously, staff was authorized to proceed as discussed in Executive Session.

VIII. There being no further business to come before the Board and upon motion by Director Gallegos, seconded by Director Garza the meeting was **ADJOURNED** at 1:20 P.M.

APPROVED this 16th day of **October 2008**.

CHAIRMAN DAVID E. ALLEX

ATTESTED:

SECRETARY MICHAEL SCAIEF