

THE STATE OF TEXAS §

COUNTY OF CAMERON §

BE IT REMEMBERED on the 22nd day of September 2011, there was conducted a Special Meeting of the Cameron County Regional Mobility Authority, at the Joe G. Rivera and Aurora de la Garza County Annex thereof, in San Benito, Texas, for the purpose of transacting any and all business that may lawfully be brought before the same.

THE BOARD MET AT:

12:00 Noon

PRESENT:

DAVID E. ALLEX
CHAIRPERSON

DIRECTOR

DIRECTOR

YOLANDA VILLALOBOS
DIRECTOR

DIRECTOR

JOHN WOOD
DIRECTOR

MARK ESPARZA
DIRECTOR

Secretary

MICHAEL SCAIEF
ABSENT

DAVID N. GARZA
ABSENT

RUBEN GALLEGOS, JR.
ABSENT

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The meeting was called to order by Chairman David E. Allex at 12:00 Noon. At this time, the Board considered the following matters as posted and filed for Record in the Office of the County Clerk on this September 19, 2011 at 11:47 A.M.

AGENDA

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

**Joe G. Rivera and Aurora de la Garza County Annex
1390 W. Expressway 77
San Benito, Texas 78586**

Thursday, September 22, 2011

12:00 Noon

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Sep 19, 2011 at 11:47A

Joe G Rivera
County Clerk
By
Lamar Cantu, Deputy
Cameron County

I. Public Comments

PRESENTATION AND/OR RESOLUTION ITEMS:

II. Presentation by the Padre Island Zoning Commission

CONSENT ITEMS:

III. Consideration and Approval of the Minutes for September 13, 2011 Special Meeting

ITEMS FOR DISCUSSION AND ACTION:

IV. Approval of Claims

V. Consideration and Approval of the Revenue and Expenditure Report and Financials for the Month of August 2011

VI. Consideration and Approval of Budget for the Cameron County Regional Mobility Authority for FY 2012

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 Hendrick Quelhorst


X. Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and Blanca C. Betancourt

XI. Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and Sylvia DeHoyos

XII. Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and Dylbia J. Vega

- XIII. Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and Jesus Martin Pena
- XIV. Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and Francisco San Miguel
- XV. Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and Veronica Avina
- XVI. Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and Pete Sepulveda, Jr.
- XVII. Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and David A. Garcia
- XVIII. Consideration and Approval of Interlocal Agreement between the Cameron County Regional Mobility Authority and Cameron County
- XIX. Consideration and Approval of Supplemental Work Authorization No. 2 to Work Authorization No. 24 with HNTB for the SH 550 PS&E
- XX. Discussion and Possible Action regarding financing alternatives for the SH 550 Direct Connectors
- XXI. Adjournment *fn*

Signed this 19 day of September 2011



David E. Alex
Chairman

PUBLIC COMMENTS

I. PUBLIC COMMENTS

None were presented.

PRESENTATION AND/OR RESOLUTION ITEMS

II. Presentation by the Padre Island Zoning Commission

Herb Houston and Doyle Wells from the Padre Island Zoning Commission made a presentation on Park Road 100. Mr. Houston and Mr. Wells illustrated some conceptual alignments of Park Road 100 that the Zoning Commission would like to pursue. Mr. Houston mentioned that they had briefed TxDOT on their concept. The Board agreed to work with the Padre Island Zoning Commission and have a joint workshop in the next 45 to 60 days that will include the Brownsville Navigation District.

Vice-Chairman Wood made a motion to acknowledge the Presentation by the Padre Island Zoning Commission. The motion was seconded by Director Esparza and carried unanimously.

CONSENT ITEMS

ALL ITEM(S) UNDER THE CONSENT RMA AGENDA ARE HEARD COLLECTIVELY UNLESS OPPOSITION IS PRESENTED, IN WHICH CASE THE CONTESTED ITEM WILL BE CONSIDERED, DISCUSSED AND APPROPRIATE ACTION TAKEN SEPARATELY

III. Consideration and Approval of the Minutes for September 13, 2011 Special Meeting

Vice-Chairman Wood made a motion to approve the Minutes for September 13, 2011 Special Meeting. The motion was seconded by Director Villalobos and carried unanimously.

ACTION ITEMS

IV. Approval of Claims

The attached claims were presented to the Board of Directors for approval.

Mr. Pete Sepulveda, Jr., RMA Coordinator introduced item and gave an explanation on the claims for Locke Lord Bissell and Liddell. Mr. Sepulveda mentioned that the expenses were related to the CDA process that the Board had approved. Mr. Sepulveda mentioned that the expenses were in relation to the preparation of the Request for Qualifications, Detailed Request for Proposals and meetings associated with the CDA process. Additionally, the TRZ was set up with their assistance and they assisted during the legislative session regarding CDA authority.

Director Villalobos made a motion to approve the Claims. The motion was seconded by Vice-Chairman Wood and carried unanimously.

The Claims are as follows:

V. Consideration and Approval of the Revenue and Expenditure Report and Financials for the Month of August 2011

Vice-Chairman Wood made a motion to **TABLE** this item. The motion was seconded by Director Esparza and carried unanimously.

VI. Consideration and Approval of Budget for the Cameron County Regional Mobility Authority for FY 2012

Mr. Pete Sepulveda, Jr., RMA Coordinator went over the September 2010 spreadsheet and compared it to the September 2011 spreadsheet and showed the Board the progress made in one year. Mr. Sepulveda then went over the proposed budget for next year. Mr. Sepulveda went over the revenues, expenses and capital projects.

Vice-Chairman Wood made a motion to approve the Budget for the Cameron County Regional Mobility Authority for FY 2012 as presented. The motion was seconded by Director Villalobos and carried unanimously.

The Budget is as follows:

- 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 Hendrick Quelhorst**
- X. Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and Blanca C. Betancourt**
- XI. Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and Sylvia DeHoyos**
- XII. Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and Dylbia J. Vega**
- XIII. Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and Jesus Martin Pena**
- XIV. Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and Francisco San Miguel**
- XV. Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and Veronica Avina**
- XVI. Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and Pete Sepulveda, Jr.**
- XVII. Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and David A. Garcia**
- XVIII. Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and Cameron County**

Mr. Pete Sepulveda, Jr., RMA Coordinator mentioned that all contracts had a 30 day termination notice by either party. He also mentioned that there is an RFP for accounting and financial services and that proposals are due in late October.

Director Villalobos made a motion to approve Items VII through XVIII Agreements with the Cameron County Regional Mobility Authority as presented. The motion was seconded by Vice-Chairman Wood and carried unanimously.

The Agreements is as follows:

XIX. Consideration and Approval of Supplemental Work Authorization No. 2 to Work Authorization No. 24 with HNTB for the SH 550 PS&E

Mr. Richard Ridings with HNTB introduced the item and gave the need and the purpose of the Supplemental Work Authorization.

Vice-Chairman Wood made a motion to approve Supplemental Work Authorization No. 2 to Work Authorization No. 24 with HNTB for the SH 550 PS&E. The motion was seconded by Director Esparza and carried unanimously.

The Supplemental Work Authorization is as follows:

XX. Discussion and Possible Action regarding financing alternatives for the SH 550 Direct Connectors

Mr. Pete Sepulveda, Jr., RMA Coordinator introduced the item and advised the Board that the Texas Department of Transportation (TxDOT) was ready to let the project in January 2012 if the Cameron County Regional Mobility Authority (CCRMA) had the financing in place. Mr. Sepulveda mentioned that the CCRMA can pursue a State Infrastructure Bank (SIB) loan and pledge toll revenues from SH 550 based on an intermediate traffic and revenue study that the CCRMA had. Mr. Sepulveda mentioned that if we get reasonable terms from TxDOT we can eliminate the expense of an Investment Grade Study which could be \$1 million and six to nine months it would take to develop the Investment Grade Study. Mr. Sepulveda also mentioned that Staff would meet with upper management at TxDOT to get more information and then make a recommendation to the Board on whether to pursue a SIB loan application.

Director Esparza made a motion to acknowledge the report on financing alternatives for the SH 550 Direct Connectors. The motion was seconded by Director Villalobos and carried unanimously.

XXI. ADJOURNMENT

There being no further business to come before the Board and upon motion by Vice-Chairman Wood seconded by Director Villalobos and carried unanimously the meeting was **ADJOURNED** at 1:11 P.M.

APPROVED this 26th day of September, 2011.

ATTESTED:



SECRETARY RUBEN GALLEGOS, JR.



CHAIRMAN DAVID E. ALLEX

IV. APPROVAL OF CLAIMS



**Cameron County Regional Mobility Authority
Daily Check Register 09/21/2011**

FY 2011

Page 2

<u>Check No.</u>	<u>Vendor Name</u>	<u>Fund</u>	<u>Dept.</u>	<u>Purpose</u>	<u>PO#</u>	<u>Amount</u>
00001044	PENA,JESUS MARTIN	110	110	PENA FOR FY 2010-2011 TO PROVI	P156133	200.00
Check No. 00001044 Total						200.00
00001045	QUELLHORST,HENDRICK	110	110	CONTRACT FOR SERVICES FOR HEN	P167063	250.00
Check No. 00001045 Total						250.00
00001046	ROBLES,MARIA A	110	110	CONTRACT FOR SERVICES AGREEM	P156149	450.00
Check No. 00001046 Total						450.00
00001047	SAN MIGUEL,FRANCISCO	110	110	CONTRACT SERVICES FOR FRANCIS	P156144	300.00
Check No. 00001047 Total						300.00
00001048	SEPULVEDA,PETE	110	110	AMENDMENT TO CONTRACT FOR S	P160935	6,250.00
			110	REIMB. SEC 9/13 LEDEZMA		120.00
Check No. 00001048 Total						6,370.00
00001049	UNION PACIFIC RAILROAD	110	1123	SUPPLEMENTAL AGREEMENT BET\	P169164	4,093.44
			1123	SUPPLEMENTAL AGREEMENT BET\	P169164	1,722.43
Check No. 00001049 Total						5,815.87
00001050	VEGA,DYLBIA JEFFERIES	110	110	CONTRACT FOR SERVICES AGREEM	P156151	1,100.00
Check No. 00001050 Total						1,100.00
Total for All Checks:						292,688.16

Print Date: 09/22/2011 **Print By:** HENDRICK QUELLHO

**VI. CONSIDERATION AND APPROVAL OF BUDGET FOR
THE CAMERON COUNTY REGIONAL MOBILITY
AUTHORITY FOR FY 2011**

**FY 2011-2012 BUDGET
REGIONAL MOBILITY AUTHORITY BUDGETED REVENUES**

<u>Object Description</u>	<u>Budget</u>
Vehicle Registration Fees	\$ 2,600,000
Toll Equity Funding	\$ 2,500,000
Bond Proceeds	\$ 9,800,000
Toll Revenues	\$ 200,000
Cameron County	\$ 120,000
Total:	\$ 15,220,000

**FY 2011-2012 BUDGET
REGIONAL MOBILITY AUTHORITY EXPENDITURES**

<u>Object Description</u>	<u>Budget</u>
Office Supplies	\$ 2,500
Travel	\$ 40,000
Printing	\$ 2,000
Advertising	\$ 20,000
Liability Insurance	\$ 500
Bonds	\$ 500
Audit	\$ 7,500
Contractual	\$ 364,800
Debt Payment	<u>\$ 1,745,000</u>
Total:	\$ 2,182,800

**FY 2011-2012 BUDGET
CAPITAL IMPROVEMENT BUDGET**

East Loop	\$ 2,250,000.00
Olmito Switchyard	\$ 400,000.00
Outer Parkway	\$ 750,000.00
SH 550	\$ 750,000.00
SPI 2nd Access	\$ 2,000,000.00
U.S. 77	\$ 100,000.00
West Parkway	\$ 500,000.00
West Railroad Relocation	\$ 1,600,000.00
FM 803	\$ 500,000.00
CDA/TRZ	\$ 1,000,000.00
Port Access	\$ 50,000.00
Port Isabel Port Access	\$ 1,900,000.00
Bi-National Plan	\$ 120,000.00
Strategic Plan	\$ 70,000.00
U.S. 281 Extension	<u>\$ 500,000.00</u>
Total:	\$ 12,490,000.00

**FY 2011-2012 BUDGET
REGIONAL MOBILITY AUTHORITY BUDGETED REVENUES**

<u>Object Description</u>	<u>Budget</u>	<u>Difference</u>
Vehicle Registration Fees	\$ 2,600,000	
Office Supplies	\$ 2,500	
Travel	\$ 40,000	
Printing	\$ 2,000	
Advertising	\$ 20,000	
Liability Insurance	\$ 500	
Bonds	\$ 500	
Audit	\$ 7,500	
Contractual	\$ 364,800	
Strategic Plan	\$ 70,000	
Debt Payment	\$ 1,745,000	\$ 347,200
Toll Equity Funding	\$ 2,500,000	
West Parkway	\$ 500,000	
SPI 2nd Access	\$ 2,000,000	\$ -0-

Bond Proceeds	\$ 9,800,000		
East Loop		\$ 2,250,000	
Olmito Switchyard		\$ 400,000	
Outer Parkway		\$ 750,000	
SH 550		\$ 750,000	
U.S. 77		\$ 100,000	
West Railroad Relocation		\$ 1,600,000	
FM 803		\$ 500,000	
CDA/TRZ		\$ 1,000,000	
Port Access		\$ 50,000	
Port Isabel Port Access		\$ 1,900,000	
U.S. 281 Extension		\$ 500,000	\$ -0-
Toll Revenues	\$ 200,000		\$ 200,000
Cameron County	\$ 120,000		
Bi-National Plan		\$ 120,000	\$ -0-
Total:	\$ 15,220,000	\$ 14,672,800	\$ 547,200

**VII. CONSIDERATION AND APPROVAL OF AGREEMENT
BETWEEN THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY AND 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 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 Auditor. As Auditor, 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; (5) assist the RMA Coordinator in preparing the monthly cash flow statements; and (6) assist the RMA Coordinator with balancing/reconciling toll transactions.

COMPENSATION

In consideration of services to be rendered by GALARZA, the CCRMA hereby agrees to pay GALARZA an annual sum of \$9,600.00 to be paid in monthly installments of \$800.00 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, 2011 and end on September 30, 2012 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 22nd day of September 2011, at Brownsville, Cameron County, Texas.



David E. Allex, Chairman



Martha Galarza

**VIII. CONSIDERATION AND APPROVAL OF AGREEMENT
BETWEEN THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY AND 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 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 Auditor. As Assistant Auditor, 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; (5) assist the RMA Coordinator in preparing the monthly cash flow statements; and (6) assist the RMA Coordinator in balancing and reconciling toll transactions.

COMPENSATION

In consideration of services to be rendered by ROBLES, the CCRMA hereby agrees to pay ROBLES an annual sum of \$5,400.00 to be paid in monthly installments of \$450.00 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, 2011 and end on September 30, 2012 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 MARIA ROBLES shall be sent certified or registered mail, addressed to: MARIA ROBLES, 1100 E. Monroe Street, Brownsville, Texas 78520.

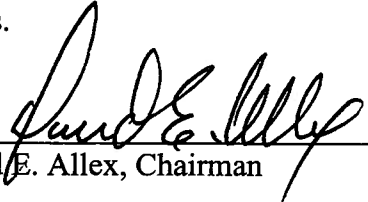
LAW AND VENUE

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 22nd day of September, 2011, at Brownsville, Cameron County, Texas.


David E. Allex, Chairman


Maria Robles

**IX. CONSIDERATION AND APPROVAL OF AGREEMENT
BETWEEN THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY AND HENDRICK
QUELHORST**

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 HENDRICK QUELLHORST (hereinafter called QUELLHORST).

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

PURPOSE OF REPRESENTATION

The CCRMA hereby employs QUELLHORST to serve as support services for the CCRMA. In providing support services, QUELLHORST will do the following: Setup unique check stock id in Integrated Financial Accounting System (IFAS) for CCRMA, Implement Electronic Fund Transfer (EFT) process for CCRMA, Setup CCRMA reports, Produce requested Structured Query Language (SQL) (reporting tool for gathering information from the database) data queries, maintain data backups, rebuild data base indexes, update data base statistics, add vendors to system for payment, submit approved invoices for payment, create A/P batches, distribute A/P batches, produce weekly check/EFT run, produce weekly check register, Upload PosiPay file to IBC Bank, Upload EFT file to IBC Bank, Produce 1099-Misc for CCRMA vendors, Upload 1099-Misc file to IRS and Upload prenotes to IBC Bank.

COMPENSATION

In consideration of services to be rendered by QUELLHORST, the CCRMA hereby agrees to pay QUELLHORST an annual sum of \$3,000.00 to be paid in monthly installments of \$250.00 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 QUELLHORST as a self-employed person.

TERM

This agreement shall begin on October 1, 2011 and end on September 30, 2012 or until it is terminated by either party, upon thirty (30) days written notice. In the event that QUELLHORST 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 HENDRICK QUELLHORST shall be sent certified or registered mail, addressed to: HENDRICK QUELLHORST, c/o 1100 E. Monroe Street, Brownsville, Texas 78520.

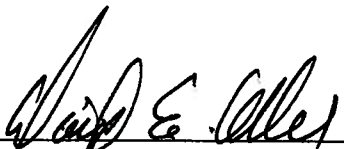
LAW AND VENUE

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 22nd day of September, 2011, at Brownsville, Cameron County, Texas.



David E. Allex, Chairman



Hendrick Quellhorst

**X. CONSIDERATION AND APPROVAL OF AGREEMENT
BETWEEN THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY AND 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 BLANCA C. 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; (7) maintain all project files pertaining to individual work authorizations; and (8) prepare meeting minutes; and (9) assist with Customer Service Center.

COMPENSATION

In consideration of services to be rendered by BETANCOURT, the CCRMA hereby agrees to pay BETANCOURT an annual sum of \$8,400.00 to be paid in monthly installments of \$700.00 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, 2011 and end on September 30, 2012 or until it is terminated by either party, upon thirty (30) days written notice.

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 C. BETANCOURT shall be sent certified or registered mail, addressed to: BLANCA C. BETANCOURT, 1100 E. Monroe Street, Brownsville, Texas 78520.

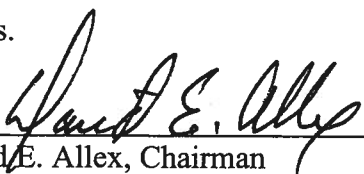
LAW AND VENUE

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 22nd day of September, 2011, at Brownsville, Cameron County, Texas.



David E. Allex, Chairman



Blanca C. Betancourt

**XI. CONSIDERATION AND APPROVAL OF AGREEMENT
BETWEEN THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY AND SYLVIA DeHOYOS**

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 SYLVIA DeHOYOS (hereinafter called DeHOYOS).

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

PURPOSE OF REPRESENTATION

The CCRMA hereby employs DeHOYOS to serve as support services for the CCRMA. In providing support services, DeHOYOS 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; (7) maintain all project files pertaining to individual work authorizations and contracts; and (8) assist with Customer Service Center.

COMPENSATION

In consideration of services to be rendered by DeHOYOS, the CCRMA hereby agrees to pay DeHOYOS an annual sum of \$4,800.00 to be paid in monthly installments of \$400.00 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 DeHOYOS as a self-employed person.

TERM

This agreement shall begin on October 1, 2011 and end on September 30, 2012 or until it is terminated by either party, upon thirty (30) days written notice. In the event that DeHOYOS 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 SYLVIA DeHOYOS shall be sent certified or registered mail, addressed to: SYLVIA DeHOYOS, 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 22nd day of September, 2011, at Brownsville, Cameron County, Texas.



David E. Allex, Chairman



Sylvia DeHoyos

**XII. CONSIDERATION AND APPROVAL OF AGREEMENT
BETWEEN THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY AND DYLBIA J. VEGA**

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 approve 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 \$13,200.00 to be paid in monthly installments of \$1,100.00 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, 2011 and end on September 30, 2012 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 DYLBIA J. VEGA shall be sent certified or registered mail, addressed to: DYLBIA J. VEGA, 1100 E. Monroe Street, Brownsville, Texas 78520.

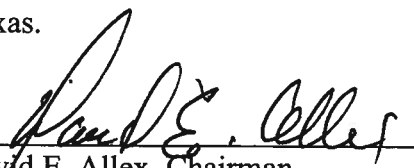
LAW AND VENUE

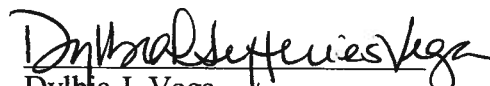
This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Cameron County, Texas.

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 22nd day of September 2011, at Brownsville, Cameron County, Texas.


David E. Allex, Chairman


Dylbia J. Vega

**XIII. CONSIDERATION AND APPROVAL OF AGREEMENT
BETWEEN THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY AND JESUS MARTIN PENA**

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 JESUS MARTIN PENA (hereinafter called PENA).

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

PURPOSE OF REPRESENTATION

The CCRMA hereby employs PENA to serve as support services for the CCRMA. In providing support services, PENA will do the following: (1) work closely with CTRMA and their vendor on the electronic toll system; (2) Assist in preventive maintenance of the electronic toll collection system; (3) Supervise the Customer Service Operation (4) Supervise and work with Bookkeeper and CTRMA to ensure that reports are properly being generated; (5) Supervise and Coordinate efforts with the Texas Turnpike Authority (TTA) on the marketing of the trasponders; (6) keep CCRMA management informed on the progress of the toll electronic system; and (7) Supervise the IT Bookkeeping staff.

COMPENSATION

In consideration of services to be rendered by PENA, the CCRMA hereby agrees to pay PENA 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 PENA as a self-employed person.

TERM

This agreement shall begin on October 1, 2011 and end on September 30, 2012 or until it is terminated by either party, upon thirty (30) days written notice. In the event that PENA 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 JESUS MARTIN PENA shall be sent certified or registered mail, addressed to: JESUS MARTIN PENA, 300 S. Expressway 77, Brownsville, Texas 78520.

LAW AND VENUE

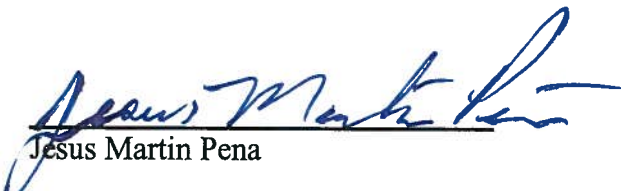
This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Cameron County, Texas.

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 22nd day of September, 2011, at Brownsville, Cameron County, Texas.


David E. Allex, Chairman


Jesus Martin Pena

**XIV. CONSIDERATION AND APPROVAL OF AGREEMENT
BETWEEN THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY AND FRANCISCO SAN
MIGUEL**

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 FRANCISCO SAN MIGUEL (hereinafter called SAN MIGUEL).

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

PURPOSE OF REPRESENTATION

The CCRMA hereby employs SAN MIGUEL to serve as support services for the CCRMA. In providing support services, SAN MIGUEL will do the following: (1) work closely with CTRMA and their vendor on the toll electronic system; (2) conduct preventive maintenance on the electronic toll collection system; (3) work with Bookkeeper and CTRMA to ensure that reports are properly being generated; (4) work with the Texas Turnpike Authority (TTA) on the marketing of the transponders; (5) keep CCRMA management informed on the progress of the toll electronic system installation; and (6) troubleshoot any problems with system.

COMPENSATION

In consideration of services to be rendered by SAN MIGUEL, the CCRMA hereby agrees to pay SAN MIGUEL an annual sum of \$3,600.00 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 SAN MIGUEL as a self-employed person.

TERM

This agreement shall begin on October 1, 2011 and end on September 30, 2012 or until it is terminated by either party, upon thirty (30) days written notice. In the event that SAN MIGUEL 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 FRANCISCO SAN MIGUEL shall be sent certified or registered mail, addressed to: FRANCISCO SAN MIGUEL, 3300 S. Expressway 77, 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 22nd day of September, 2011, at Brownsville, Cameron County, Texas.



David E. Alex, Chairman



Francisco San Miguel

**XV. CONSIDERATION AND APPROVAL OF AGREEMENT
BETWEEN THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY AND VERONICA AVINA**

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 VERONICA AVINA (hereinafter called AVINA).

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

PURPOSE OF REPRESENTATION

The CCRMA hereby employs AVINA to serve as support services for the CCRMA. In providing support services, AVINA will do the following: (1) Operate the Customer Service Operation (2) Supervise and work with Bookkeeper and CTRMA to ensure that reports are properly being generated; (3) Supervise and Coordinate efforts with the Texas Turnpike Authority (TTA) on the marketing of the transponders; (4) Collect payments, sell TxTags and take phone inquiries; (5) Be the IT Bookkeeping staff.

COMPENSATION

In consideration of services to be rendered by AVINA, the CCRMA hereby agrees to pay AVINA 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 AVINA as a self-employed person.

TERM

This agreement shall begin on October 1, 2011 and end on September 30, 2012 or until it is terminated by either party, upon thirty (30) days written notice. In the event that AVINA 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 VERONICA AVINA shall be sent certified or registered mail, addressed to: VERONICA AVINA, 300 S. Expressway 77, Brownsville, Texas 78520.

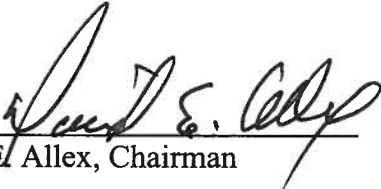
LAW AND VENUE

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 22nd day of September, 2011, at Brownsville, Cameron County, Texas.



David E. Alex, Chairman



Veronica Avina

**XVI. CONSIDERATION AND APPROVAL OF AGREEMENT
BETWEEN THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY AND PETE SEPULVEDA, JR.**

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 PETE SEPULVEDA, JR. (hereinafter called SEPULVEDA).

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

PURPOSE OF REPRESENTATION

The CCRMA hereby employs SEPULVEDA to act as the Coordinator of the CCRMA. As Coordinator, SEPULVEDA agrees to direct the day to day operation of the CCRMA, which includes, but is not be limited to the following: (1) preparing the CCRMA agendas; (2) reviewing and ensuring that work authorizations are carried out; (3) attending meetings; (4) reporting new developments to the CCRMA Board; (5) coordinating the work of the General Engineering Consultant and other transportation and federal entities; (6) and giving presentations to other local governments regarding CCRMA projects; and (7) coordinate all projects and operations for the CCRMA.

COMPENSATION

In consideration of services to be rendered by SEPULVEDA, the CCRMA hereby agrees to pay SEPULVEDA an annual sum of \$75,000.00 to be paid in monthly installments of \$6,250.00 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 SEPULVEDA as a self-employed person.

TERM

This agreement shall begin on October 1, 2011 and end on September 30, 2012 or until it is terminated by either party, upon thirty (30) days written notice.

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 PETE SEPULVEDA, JR. shall be sent certified or registered mail, addressed to: PETE SEPULVEDA, JR., 1100 E. Monroe Street, Brownsville, Texas 78520.

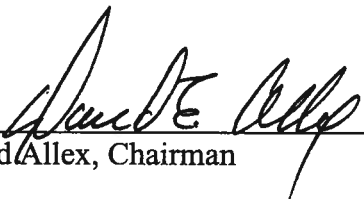
LAW AND VENUE

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.

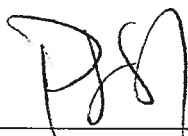
PRIOR AGREEMENTS SUPERSEDED

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 ²²22 day of September, 2011 at Brownsville, Cameron County, Texas.



David Alex, Chairman



Pete Sepulveda, Jr.

**XVII. CONSIDERATION AND APPROVAL OF AGREEMENT
BETWEEN THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY AND DAVID A. GARCIA**

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 DAVID A. GARCIA (hereinafter called GARCIA).

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

PURPOSE OF REPRESENTATION

The CCRMA hereby employs GARCIA to act as Assistant Coordinator of the CCRMA. As Assistant Coordinator, GARCIA agrees to do the following: (1) prepare memos; (2) give briefings; (3) give presentations; (4) prepare talking points and speeches for the CCRMA Board; and (5) give presentations and updates to the local governments regarding the status of the CCRMA projects; and (6) assist in operating CCRMA and coordinating all projects.

COMPENSATION

In consideration of services to be rendered by GARCIA, the CCRMA hereby agrees to pay GARCIA an annual sum of \$75,000.00 to be paid in monthly installments of \$6,250.00 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 GARCIA as a self-employed person.

TERM

This agreement shall begin on October 1, 2011 and end on September 30, 2012 or until it is terminated by either party, upon thirty (30) days written notice.

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 DAVID A. GARCIA shall be sent certified or registered mail, addressed to: DAVID A. GARCIA, 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.

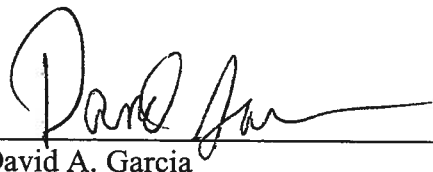
PRIOR AGREEMENTS SUPERSEDED

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 22nd day of September, 2011, at Brownsville, Cameron County, Texas.



David Alex, Chairman



David A. Garcia

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

Contract No. 2011C09300

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.

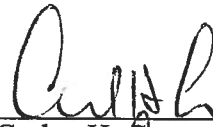
All notices to the Cameron County Regional Mobility Authority shall be sent certified or registered mail, addressed to:

CCRMA Chairman
1390 West Expressway 77
San Benito, Texas 78586

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

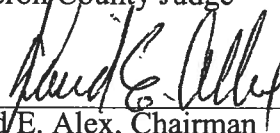
6. This Agreement shall have no legal force or effect until such time as it is properly adopted and approved by the CAMERON COUNTY COMMISSIONERS' COURT and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY.

Executed this 21st day of September, 2011.



Carlos H. Cascos, CPA
Cameron County Judge

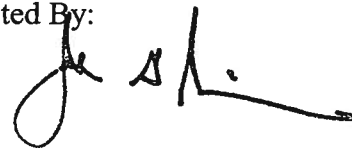
9.21.11



David E. Alex, Chairman
Cameron County Regional Mobility Authority

9.22.11

Attested By:



Joe G. Rivera, County Clerk



**XIX. CONSIDERATION AND APPROVAL OF
SUPPLEMENTAL WORK AUTHORIZATION NO. 2 TO
WORK AUTHORIZATION NO. 24 WITH HNTB FOR
THE SH 550 PS&E**

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
General Engineering Consultant Services

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
WORK AUTHORIZATION NO. 24
SH 550 PS&E

This Supplemental Work Authorization No. 2 to Work Authorization No. 24 is made pursuant to the terms and conditions of the Base Contract, effective February 16, 2006, hereinafter identified as the "Agreement", entered into by and between Cameron County Regional Mobility Authority (the "AUTHORITY"), and HNTB Corporation (the "CONSULTANT").

Part 1. The CONSULTANT will provide the following engineering services:

The responsibilities of the CONSULTANT and the schedule are further detailed in Exhibits B, and C.

Part 2. The Lump Sum amount payable for services performed under this Supplemental Work Authorization No. 2 is **\$185,418.00**, which increases the total amount payable from \$4,980,393.00 to \$5,165,811. A fee schedule used to establish the amount payable is attached hereto as Exhibit D. The CONSULTANT may alter the compensation distribution between individual phases, tasks or work assignments to be consistent with the services actually rendered, within the total lump sum amount.

The lump sum includes compensation for the services, subconsultant costs, if any, and appropriate factors for labor, overhead, profit and reimbursable expenses.

Although the CONSULTANT recognizes and accepts the ordinary risks and/or benefits of a lump sum fee structure, the parties agree to negotiate adjustment of the lump sum amount if there has been, or is to be, a material change in the: (a) scope, complexity or character of the services or the project; (b) conditions under which the services are required to be performed; or (c) duration of the services, if a change in the schedule warrants such adjustment in accordance with the terms of this Agreement.

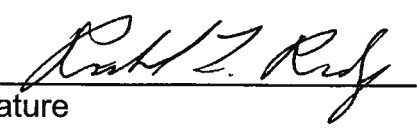
Part 3. This Supplemental Work Authorization No. 2 is effective as of September 9, 2011 and shall extend the terminate date to April 30, 2012, unless extended by an additional Supplemental Work Authorization.

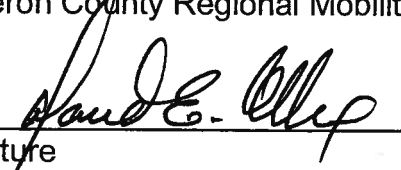
Part 4. This Supplemental Work Authorization No. 2 does not waive the parties' responsibilities and obligations provided under the Agreement.

Part 5. This Supplemental Work Authorization No. 2 is hereby accepted and acknowledged below.

CONSULTANT
HNTB Corporation

AUTHORITY:
Cameron County Regional Mobility Authority

By: 
Signature

By: 
Signature

Richard L. Ridings, P.E., RPLS
Printed Name

David E. Allex
Printed Name

Vice President
Title

Chairman
Title

9/23/11
Date

9-22-11
Date

LIST OF EXHIBITS

- Exhibit A – Services to be Provided by the Authority
- Exhibit B - Services to be Provided by the Consultant
- Exhibit C - Work Schedule
- Exhibit D - Fee Schedule