

COUNTY OF CAMERON §

10:00 A.M.

MICHAEL SCAIEF
ABSENT

RMA Minutes\September 30, 2010-Special\Page 1

AGENDA

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

**Dancy Courthouse
1100 E. Monroe Street
Brownsville, TX 78520**

Thursday, September 30, 2010

10:00 A.M.

ACCEPTED FOR FILING
CAMERON COUNTY

2010 SEP 27 A 8:48

JOE G. RIVERA
COUNTY CLERK

I. Public Comments

CONSENT ITEMS:

- II. Consideration and Approval of the Minutes for September 16, 2010 Special Meeting**
- III. Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and Martha Galarza**
- IV. Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and Maria Robles**
- V. Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and Blanca C. Betancourt**
- VI. Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and Sylvia DeHoyos**
- VII. Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and Dylbia J. Vega**
- VIII. Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and Jesus Martin Pena**
- IX. Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and Francisco San Miguel**
- X. Consideration and Approval of Interlocal Agreement between the Cameron County Regional Mobility Authority and Cameron County**
- XI. Consideration and Approval for Board Members and Staff to attend the Team TX Meeting on October 14 and 15, 2010 in San Antonio, Texas**

ITEMS FOR DISCUSSION AND ACTION:

- XII. Discussion and Possible Action regarding the Outer Parkway Study**
- XIII. Discussion and Possible Action regarding the Transportation Reinvestment Zones**

- XIV. Discussion and Possible Action regarding the Comprehensive Development Agreement for Cameron County Regional Mobility Authority Projects
- XV. Consideration and Approval of Supplemental Work Authorization No. 4 to Work Authorization No. 23 with HNTB for the Olmito Switchyard Expansion Project.
- XVI. Consideration and Approval of Supplemental Work Authorization No. 1 to Work Authorization No. 24 with HNTB for the SH 550 Project
- XVII. Consideration and Approval of Work Authorization No. 38 with HNTB for the SH 550 Project
- XVIII. Consideration and Approval of Work Authorization No. 41 with HNTB for the U.S. 77 Project
- XIX. Consideration and Approval of Work Authorization No. 43 with HNTB for the Development of a State Infrastructure Bank Application

EXECUTIVE SESSION ITEMS:

XX. Executive Session:

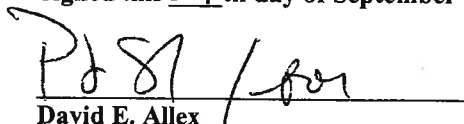
- A. Deliberation regarding real property concerning property legally described as 29.8 acres out of Share 22, Espiritu Santo Grant, Cameroun County, Texas, pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072
- B. Deliberation regarding real property concerning acquisition of Parcel 2, for the West Rail Project, pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072
- C. Consultation with, and advice from Legal Counsel concerning negotiations and related contract issues with the Texas Department of Transportation regarding the Cameron County Regional Mobility Authority's projects, specifically SH 550 Toll Project and other legal issues affecting the authority, Pursuant to V.T.C.A. Government Code, Section 551.071 (2)

XXI. Action relative to Executive Session

- A. Possible Action
- B. Possible Action
- C. Possible Action

XXII. Adjournment

Signed this 27th day of September 2010


David E. Allex
Chairman

PUBLIC COMMENTS

I. PUBLIC COMMENTS

Mr. Steve Perez made comments regarding a trade corridor in Mexico and talked about the East Loop Corridor Project.

Commissioner David A. Garza commented on the SIB loan application agenda item that was being discussed by the Texas Transportation Commission and also on the trip taken to Austin the previous day and advised the Board of a great job that Cameron County Regional Mobility Authority Staff had done in meetings with the Members of the Texas Transportation Commission and the Chief of Staff for the Lt. Governor. Commissioner Garza advised the Board that the meeting in Austin and Washington, D.C., had been extremely productive for the Cameron County Regional Mobility Authority.

Mr. Mario Jorge, P.E., District Engineer, Texas Department of Transportation also approached the Board and commented that it was an honor and a pleasure to work with the Staff of the Cameron County Regional Mobility Authority. He also mentioned that he had met with the delegation in Washington regarding the designation of U.S. 77 as an interstate.

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

Director Garza moved to approve Items II through XI listed below as presented. The motion was seconded by Director Alvarez and approved unanimously.

II. Consideration and Approval of the Minutes for September 16, 2010 Special Meeting

III. Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and Martha Galarza

The Agreement is as follows:

IV. Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and Maria Robles

The Agreement is as follows:

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

The Agreement is as follows:

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

The Agreement is as follows:

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

The Agreement is as follows:

VIII. Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and Jesus Martin Pena

The Agreement is as follows:

IX. Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and Francisco San Miguel

The Agreement is as follows:

X. Consideration and Approval of Interlocal Agreement between the Cameron County Regional Mobility Authority and Cameron County

The Agreement is as follows:

XI. Consideration and Approval for Board Members and Staff to attend the Team TX Meeting on October 14 and 15, 2010 in San Antonio, Texas

ACTION ITEMS

XII. Discussion and Possible Action regarding the Outer Parkway Study

Mr. Richard Ridings with HNTB introduced the item and gave a brief update on the Outer Parkway Study. Mr. Michael Weaver, Prime Strategies, gave a detailed power point presentation on purpose, need and status of the project.

Director Garza moved to acknowledge the report and power point presentation regarding the Outer Parkway Study as presented. The motion was seconded by Director Alvarez and carried unanimously.

The Power Point Presentation is as follows:

XIII. Discussion and Possible Action regarding the Transportation Reinvestment Zone

Mr. Richard Ridings, HNTB, introduced the item and gave a brief update on the status of setting the Transportation Reinvestment Zones (TRZ). Mr. John Hockenyos, TXP Consultants, went over a detailed power point presentation on the purpose of a TRZ. He went into detail on how the TRZ's are set up and the value of setting them up. A discussion and an exchange of information and questions and answers ensued between the Board and Mr. Hockenyos, Mr. Weaver, Mr. Ridings and Mr. Pete Sepulveda, Jr., RMA Coordinator.

Director Garza moved to acknowledge the discussion and power point presentation regarding the Transportation Reinvestment Zone. The motion was seconded by Director Alvarez and carried unanimously.

The Power Point Presentation is as follows:

XIV. Discussion and Possible Action regarding the Comprehensive Development Agreement for Cameron County Regional Mobility Authority Projects

Mr. Richard Ridings with HNTB introduced and went over a power point presentation where an update was given to the Board on the status of the CDA process. An exchange of questions and answers between the Board and Mr. Ridings and Mr. Sepulveda ensued.

Director Parker moved to acknowledge the discussion and power point presentation regarding the Comprehensive Development Agreement for Cameron County Regional Mobility Authority Project. The motion was seconded by Director Garza and carried unanimously.

The Power Point Presentation is as follows:

XV. Consideration and Approval of Supplemental Work Authorization No. 4 to Work Authorization No. 23 with HNTB for the Olmito Switchyard Expansion Project

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

Director Alvarez moved to approve Supplemental Work Authorization No. 4 to Work Authorization No. 23 with HNTB for the Olmito Switchyard Expansion Project. The motion was seconded by Director Garza and carried unanimously.

The Supplemental Work Authorization is as follows:

XVI. Consideration and Approval of Supplemental Work Authorization No. 1 to Work Authorization No. 24 with HNTB for the SH 550 Project

Mr. Richard Ridings with HNTB went over the purpose of this Supplemental Work Authorization which is to design the ultimate facility for the extension of SH 550 from the intersection of FM 3248/FM 511 to U.S. 77. Mr. Ridings advised the Board that several local subs would be performing work as part of this Supplemental Work Authorization.

Director Parker moved to approve Supplemental Work Authorization No. 1 to Work Authorization No. 24 with HNTB for the SH 550 Project. The motion was seconded by Director Alvarez and carried unanimously.

The Supplemental Work Authorization is as follows:

XVII. Consideration and Approval of Work Authorization No. 38 with HNTB for the SH 550 Project

Mr. Richard Ridings with HNTB introduced the item and advised the Board on the purpose and need for this Supplemental Work Authorization.

Director Garza moved to approve Work Authorization No. 38 with HNTB for the SH 550 Project. The motion was seconded by Director Parker and carried unanimously.

The Work Authorization is as follows:

XVIII. Consideration and Approval of Work Authorization No. 41 with HNTB for the U.S. 77 Project

Mr. Richard Ridings with HNTB introduced the item and informed the Board about the need for this Supplemental Work Authorization which is to complete the design on the overpass on Spur 56 and have it ready to be let by the Texas Department of Transportation by July 2010. Mr. Ridings advised the Board that he was using local subs as part of this Supplemental Work Authorization.

Director Alvarez moved to approve Work Authorization No. 41 with HNTB for the U.S. 77 Project. The motion was seconded by Director Garza and carried unanimously.

The Work Authorization is as follows:

XIX. Consideration and Approval of Work Authorization No. 43 with HNTB for the Port Isabel Port Road Access Project

Mr. Richard Ridings with HNTB introduced the item and advised the Board on the purpose of this Supplemental Work Authorization. Mr. Pete Sepulveda, Jr., RMA Coordinator advised the Board that the draft Minute Order called for applications to be due 60 days after notice is published in the Texas Register.

Chairman Alex made a comment that he was glad that on the work authorizations that were approved today, several local subs were given the opportunity to be a part of the work authorizations.

Director Garza moved to approve Work Authorization No. 43 with HNTB for the Port Isabel Port Road Access Project. The motion was seconded by Director Parker and carried unanimously.

The Work Authorization is as follows:

EXECUTIVE SESSION

XX. Executive Session:

- A. Consultation with, and advice from Legal Counsel concerning negotiations and related contract issues with the Texas Department of Transportation regarding the Cameron County Regional Mobility Authority's projects, specifically SH 550 Toll Project and other legal issues affecting the authority, Pursuant to V.T.C.A. Government Code, Section 551.071 (2)**
- B. Deliberation regarding real property concerning property legally described as 29.8 acres out of Share 22, Espiritu Santo Grant, Cameron County, Texas, pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072.**
- C. Consultation with, and advice from Legal Counsel concerning negotiations and related contract issues with the Texas Department of Transportation regarding the Cameron County Regional Mobility Authority's projects, specifically SH 550 Toll Project and other legal issues affecting the authority, Pursuant to V.T.C.A. Government Code, Section 551.071 (2)**

Upon motion by Director Garza, seconded by Director Parker and carried unanimously, these items were
TABLED:

XXI. ACTION RELATIVE TO EXECUTIVE SESSION:


- A. Consultation with, and advice from Legal Counsel concerning negotiations and related contract issues with the Texas Department of Transportation regarding the Cameron County Regional Mobility Authority's projects, specifically SH 550 Toll Project and other legal issues affecting the authority, Pursuant to V.T.C.A. Government Code, Section 551.071 (2)
- B. Deliberation regarding real property concerning property legally described as 29.8 acres out of Share 22, Espiritu Santo Grant, Cameron County, Texas, pursuant to Vernon Texas code Annotated (V.T.C.A.), Government Code, Section 551.072.
- C. Consultation with, and advice from Legal Counsel concerning negotiations and related contract issues with the Texas Department of Transportation regarding the Cameron County Regional Mobility Authority's projects, specifically SH 550 Toll Project and other legal issues affecting the authority, Pursuant to V.T.C.A. Government Code, Section 551.071 (2)

Upon motion by Director Garza, seconded by Director Parker and carried unanimously, these items were **TABLED**.

XXII. ADJOURNMENT

There being no further business to come before the Board and upon motion by Director Alvarez, seconded by Director Garza and carried unanimously the meeting was **ADJOURNED** at 11:16 A.M.

APPROVED this 25th day of October, 2010.



CHAIRMAN DAVID E. ALLEX

ATTESTED:



SECRETARY RUBEN GALLEGOS, JR.

**III. CONSIDERATION ON 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 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; (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, 2010 and end on September 30, 2011 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.

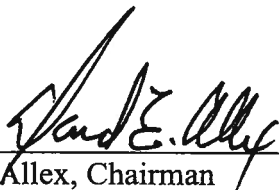
LAW AND VENUE

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.

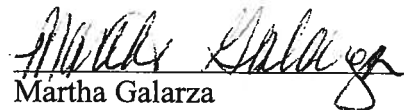
PRIOR AGREEMENTS SUPERSEDED

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 30th day of September 2010, at Brownsville, Cameron County, Texas.



David E. Alex, Chairman



Martha Galarza

**IV. CONSIDERATION ON 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 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; (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, 2010 and end on September 30, 2011 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.

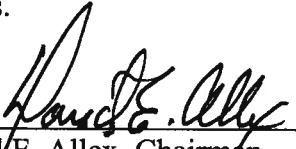
LAW AND VENUE

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.

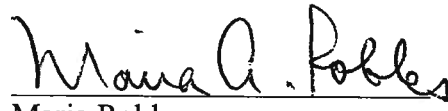
PRIOR AGREEMENTS SUPERSEDED

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 30th day of September, 2010, at Brownsville, Cameron County, Texas.



David E. Allex, Chairman



Maria Robles

**V. CONSIDERATION ON 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 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, 2010 and end on September 30, 2011 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.

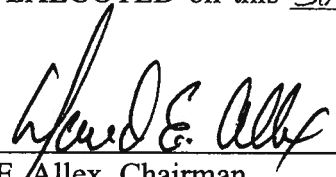
LAW AND VENUE

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.

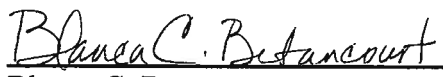
PRIOR AGREEMENTS SUPERSEDED

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 30th day of September, 2010, at Brownsville, Cameron County, Texas.



David E. Alex, Chairman



Blanca C. Betancourt

**VI. CONSIDERATION ON 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, 2010 and end on September 30, 2011 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 30th day of September, 2010, at Brownsville, Cameron County, Texas.



David E. Allex, Chairman



Sylvia DeHoyos

**VII. CONSIDERATION ON 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, 2010 and end on September 30, 2011 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.

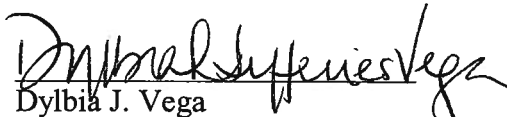
PRIOR AGREEMENTS SUPERSEDED

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 30th day of September 2010, at Brownsville, Cameron County, Texas.



David E. Alex, Chairman



Dylbia J. Vega

**VIII. CONSIDERATION ON 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) assist in the toll system implementation with the Central Texas Regional Mobility Authority (CTRMA) and their vendor for the toll gantry at FM 1847/Railroad Crossing; (2) work closely with CTRMA and their vendor as the toll system is being installed; (3) be present during the testing of the system; (4) Set up and Supervise the Customer Service Operation (5) 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 system installation and run the system tests with CTRMA and their vendor; (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, 2010 and end on September 30, 2011 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.

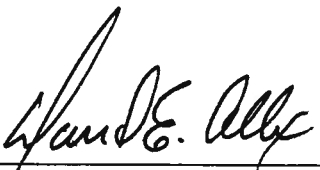
LAW AND VENUE

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 30 th day of September, 2010, at Brownsville, Cameron County, Texas.



David E. Alex, Chairman



Jesus Martin Pena

**IX. CONSIDERATION ON 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) assist in the toll system implementation with the Central Texas Regional Mobility Authority (CTRMA) and their vendor for the toll gantry at FM 1847/Railroad Crossing; (2) work closely with CTRMA and their vendor as the toll system is being installed; (3) be present during the testing of the system; (4) work with Bookkeeper and CTRMA to ensure that reports are properly being generated; (5) work with the Texas Turnpike Authority (TTA) on the marketing of the transponders; (6) keep CCRMA management informed on the progress of the toll system installation and run the system tests with CTRMA and their vendor; (7) do preventive maintenance on System; and (8) 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, 2010 and end on September 30, 2011 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.

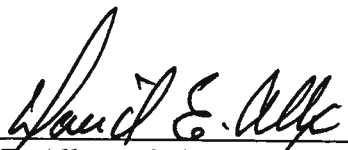
LAW AND VENUE

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.

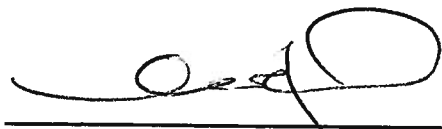
PRIOR AGREEMENTS SUPERSEDED

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 30th day of September, 2010, at Brownsville, Cameron County, Texas.



David E. Alex, Chairman



Francisco San Miguel

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

Contract No. 2010C09361

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.

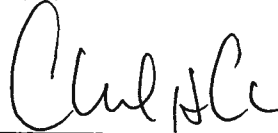
All notices to the Cameron County Regional Mobility Authority shall be sent certified or registered mail, addressed to:

CCRMA Chairman
1390 West Expressway 77
San Benito, Texas 78586

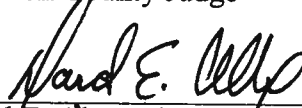
or at such other address as the CCRMA may otherwise designate in writing.

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 30 day of September, 2010.

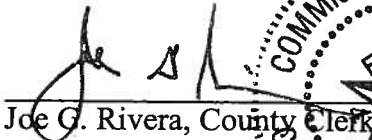


Carlos H. Cascos, CPA
Cameron County Judge

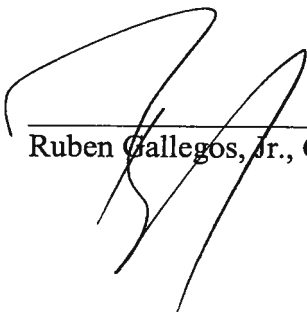


David E. Alex, Chairman
Cameron County Regional Mobility Authority

Attested By:



Joe G. Rivera, County Clerk



Ruben Gallegos, Jr., CCRMA Secretary

**XII. DISCUSSION AND POSSIBLE ACTION REGARDING
THE OUTER PARKWAY STUDY**

**XIII. DISCUSSION AND POSSIBLE ACTION REGARDING
THE TRANSPORTATION REINVESTMENT ZONES**

**XIV. DISCUSSION AND POSSIBLE ACTION REGARDING
THE COMPREHENSIVE DEVELOPMENT AGREEMENT
FOR CAMERON COUNTY REGIONAL MOBILITY
AUTHORITY PROJECTS**



CCRMA

Board of Directors' Meeting

September 30, 2010

Dancy Courthouse

Brownsville, Texas

Effective Mobility from *b*orders to *b*eaches



Agenda

CCRMA Board Work Session

- **Outer Parkway Study – Mike Weaver, PSI**
 - Scope of Study
 - Preliminary Findings
 - Conceptual Route
 - Remaining Tasks and Schedule
- **Transportation Reinvestment Zones – Jon Hockenyo, TXP**
 - Overview
 - Review Scope of Work
 - Boundary Identification
 - Schedule for Creation
- **Comprehensive Development Agreement - Richard Ridings, HNTB; Mike Weaver, PSI**
 - Status of Request for Qualifications
 - Updated Schedule

E f f e c t i v e M o b i l i t y f r o m b o r d e r s t o b e a c h e s

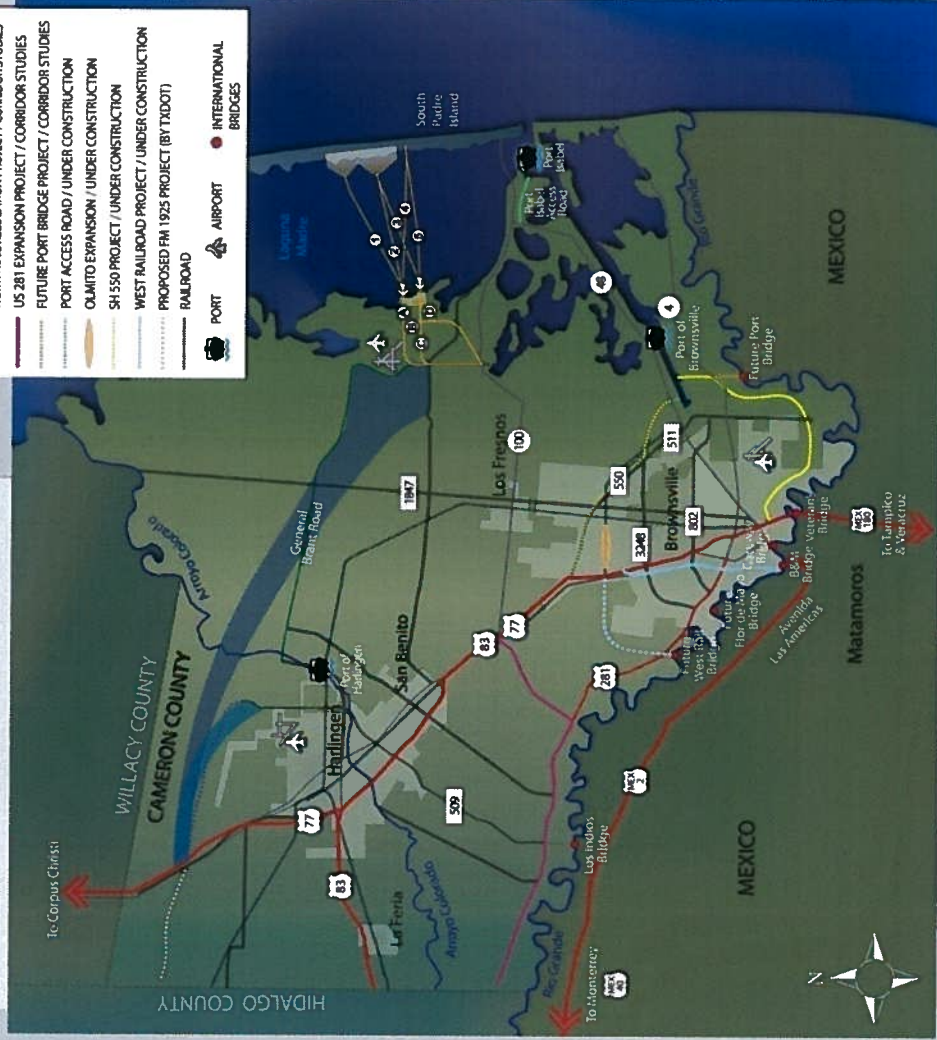


CCRMA Board Work Session



SYSTEM MAP

- EAST LOOP PROJECT / ENVIRONMENTAL STUDIES
- WEST PARKWAY PROJECT / ENVIRONMENTAL STUDIES
- SPI 2ND ACCESS PROJECT
- ALTERNATIVES / ENVIRONMENTAL STUDIES
- FM 509 PROJECT / ENVIRONMENTAL STUDIES
- OUTER LOOP PROJECT / CORRIDOR STUDIES
- NORTH RAIL RELOCATION PROJECT / CORRIDOR STUDIES
- US 281 EXPANSION PROJECT / CORRIDOR STUDIES
- FUTURE PORT BRIDGE PROJECT / CORRIDOR STUDIES
- PORT ACCESS ROAD / UNDER CONSTRUCTION
- OLAMITO EXPANSION / UNDER CONSTRUCTION
- SH 550 PROJECT / UNDER CONSTRUCTION
- WEST RAILROAD PROJECT / UNDER CONSTRUCTION
- PROPOSED FM 1925 PROJECT (BY TxDOT)
- RAILROAD
- PORT
- AIRPORT
- INTERNATIONAL BRIDGES



HNTB

June 3, 2010

o b e a c h e s



Outer Parkway

CCRMA Board Work Session

Mike Weaver Prime Strategies

Effective Mobility from *b*orders to *b*eaches



Outer Parkway

CCRMA Board Work Session

- **Scope of Study**
 - Corridor Study (Phase I) authorized by CCRMA on August 12, 2010
 - Purpose of study is to identify a corridor for the proposed Outer Parkway
 - Assumptions:
 - US 77/83 to FM 510 at Buena Vista Road
 - Controlled Access
 - Tolloed
 - No State or Federal Funding

Effective Mobility from borders to beaches



Outer Parkway

CCRMA Board Work Session

- **Purpose:**

- Enhance east-west mobility in northern Cameron County
- Provide a safe and efficient route between US 77/83 (Harlingen and points north) to Port Isabel, South Padre Island and other coastal destinations
- Facilitate hurricane/emergency evacuation
- Support economic development

Outer Parkway

CCRMA Board Work Session

- **Alternatives**
 - State Highway 100
 - FM 510
 - FM 106/General Brant
 - New location
 - South of General Brant
 - North of General Brant

- **State Highway 100 – Preliminary Findings**
 - Would require additional right-of-way thru developed areas; resulting in numerous displacements
 - Would require reconstruction of existing roadway and continuation of non-tolled access
 - Existing roadway
 - Would not provide additional east-west access
 - Less economic development potential
 - Less conducive to proposed funding method (TRZ)

- **State Highway 510 – Preliminary Findings**
 - Would require additional right-of-way thru developed areas; resulting in numerous displacements
 - Would require reconstruction of existing roadway and continuation of non-tolled access
 - Existing roadway
 - Would not provide additional east-west access
 - Less economic development potential
 - Less conducive to proposed funding method (TRZ)

- **General Brant – Preliminary Findings**
 - Would require additional right-of-way thru developed areas; resulting in numerous displacements
 - Would require reconstruction of existing roadway and continuation of non-tolled access
 - Existing roadway
 - Would not provide additional east-west access
 - Less economic development potential
 - Less conducive to proposed funding method (TRZ)

- **New Location Alternative – Preliminary Findings**
 - Less impact on existing development; minimizes displacements
 - New location roadway
 - Would not require non-tolled alternative*
 - Would provide additional east-west facility
 - Greater economic development potential
 - Conducive to proposed funding method (TRZ)

*Note: Should portions of existing roadways be incorporated into overall route, existing non-tolled access must be maintained (per State law)

E f f e c t i v e M o b i l i t y f r o m **b o r d e r s** t o **b e a c h e s**

- **New Location Alternative Options**
 - South of General Brant
 - North of General Brant

- **South of General Brant - Issues/Constraints**
 - Less effective opportunities to connect with US 77/83
 - More existing development
 - More environmental constraints
 - Floodplains
 - Wetlands
 - National Wildlife Refuge Lands
 - Less potential for economic development
 - Existing development
 - Environmental Constraints

- **North of General Brant - Issues/Constraints**
 - Options for effective connection with US 77/83
 - Relatively undeveloped
 - Fewer environmental constraints
 - Less floodplains
 - Less wetlands
 - Less National Wildlife Refuge Lands

Outer Parkway

CCRMA Board Work Session

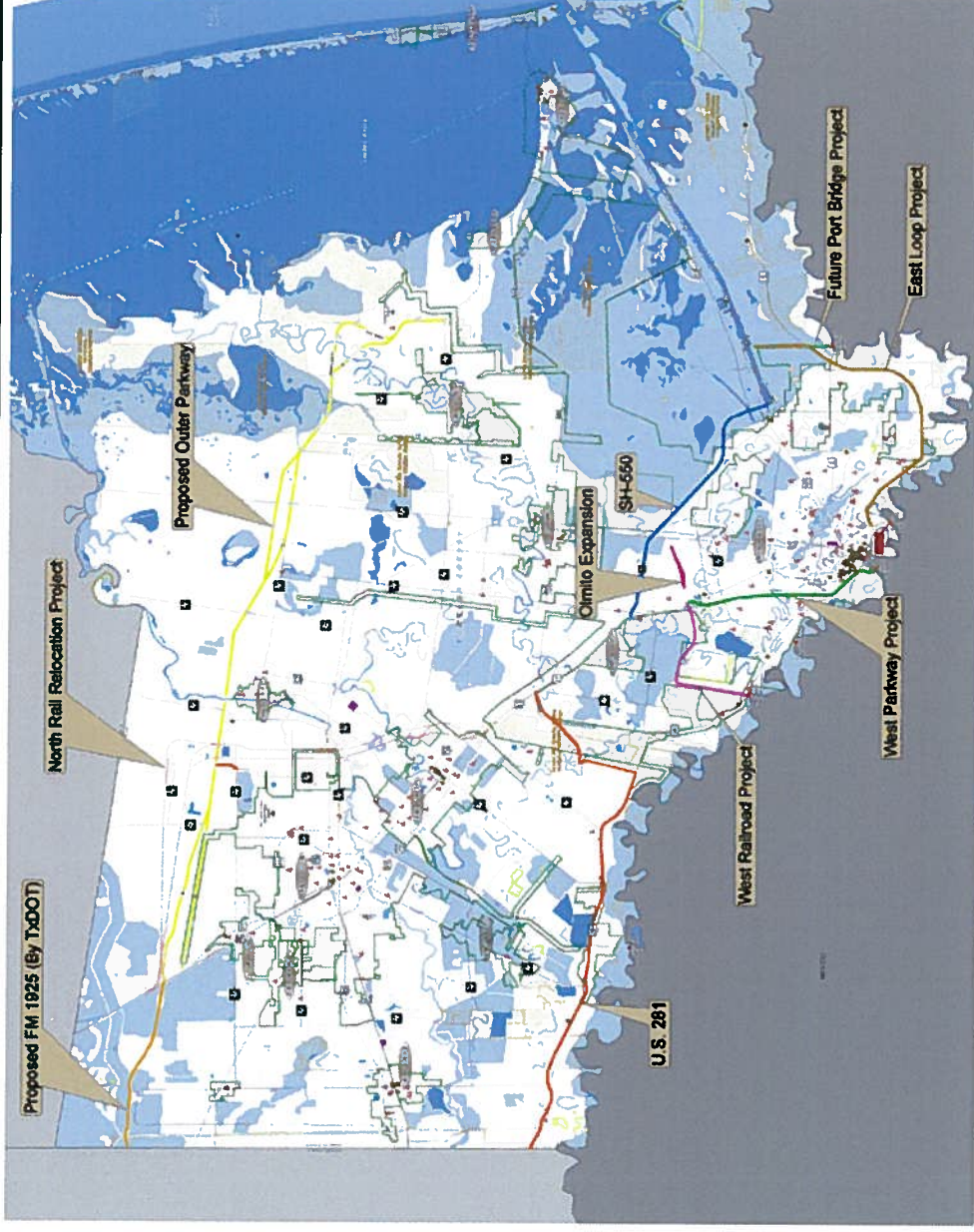
Alternative	Additional E/W Facility	Minimal need for non-tolled access	Minimal potential for residential displacements	Maximum Economic Development potential	Reduced potential for environmental impacts
SH 100					X
FM 510					X
General Brant					X
New Location – South of General Brant	X	X	X	X	
New Location – North of General Brant	X	X	X	X	X

Effective Mobility from *b*o*r*d*e*r*s* to *b*e*a*c*h*e*s*

Outer Parkway

Conceptual Route

CCRMA Board Work Session



Effective Mobility from *b*orders to *b*eaches

- **Next Steps**
 - Refine conceptual route
 - Develop preliminary schematic
 - Conduct environmental due diligence surveys/investigations
 - Finalize schematic
 - Prepare PCEs for highway crossings
 - Right-of-way acquisition
 - Environmental permitting

Transportation Reinvestment Zones (TRZ)

**CCRMA Board
Work Session**

Jon Hockenyos
TXP

What is a TRZ?

CCRMA Board Work Session

- Contiguous geographic area in the jurisdiction of a city or county
- Promotes a Transportation project that cultivates development or redevelopment of the area
- Allows the city or county to dedicate a portion of future tax revenues to the project through use of tax increment financing

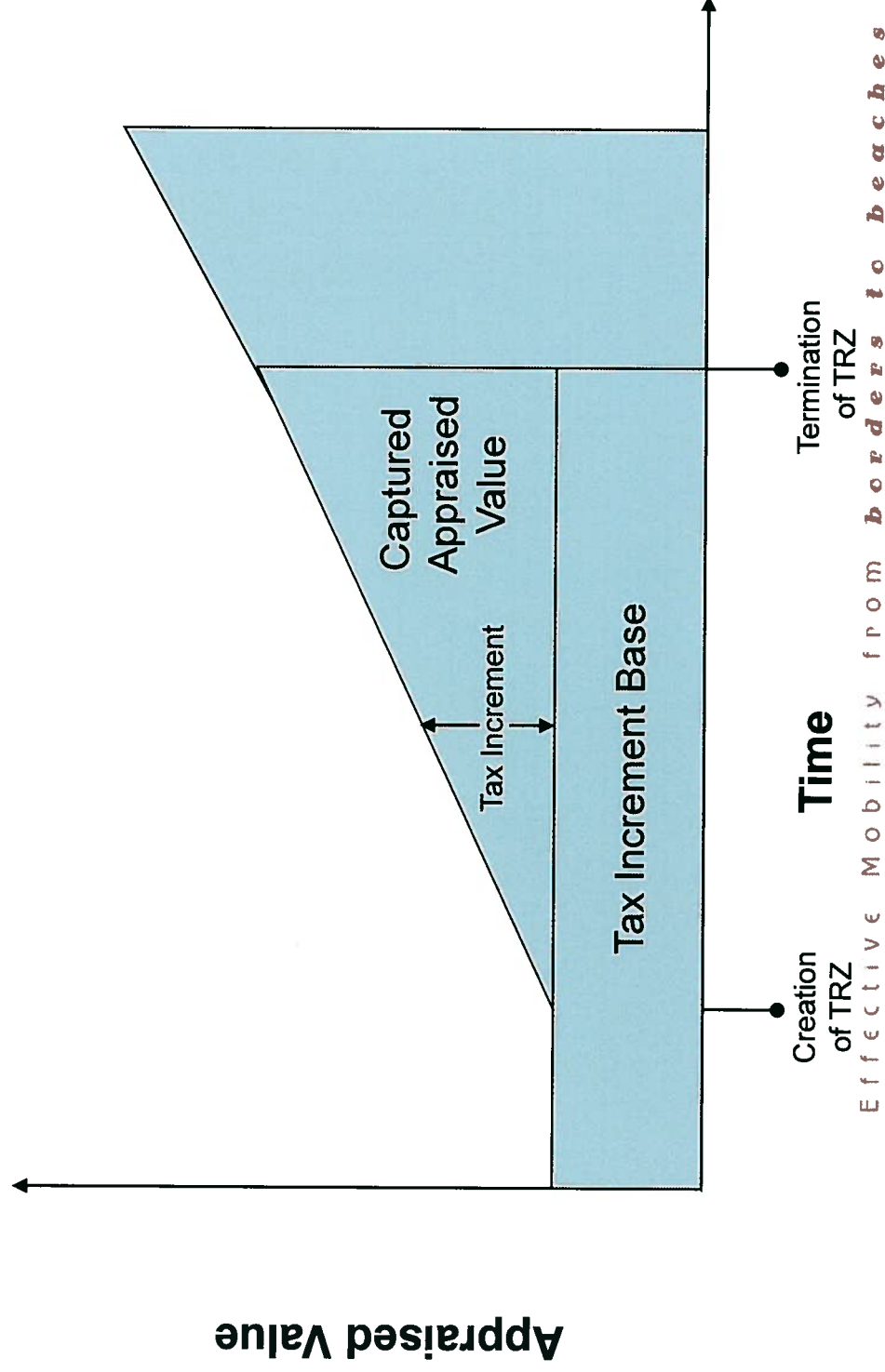
Statutory Purposes of a TRZ

CCRMA Board Work Session

- Promote public safety
- Facilitate the development or redevelopment of property
- Facilitate the movement of traffic

Generation of TRZ Funds

CCRMA Board Work Session



Specific Changes (to be proposed – 82nd Legislative Session

CCRMA Board Work Session

1. De-Couple TRZs from Pass-Through Program
2. Expand Range of Transportation Projects Eligible for TRZs (370.003(14))
3. Improve County Collection Mechanism
4. Increase Flexibility for Municipal Use of Tax Increment
5. Permit Amendments to TRZ Boundaries
6. Recognize Pre-Existing Tax Increment Commitments
7. Prohibition on Reductions in Funding
8. Delegation of Project Development Responsibility
9. Clarify Authorization to Pledge TRZ Revenues

E f f e c t i v e M o b i l i t y f r o m b o r d e r s t o b e a c h e s



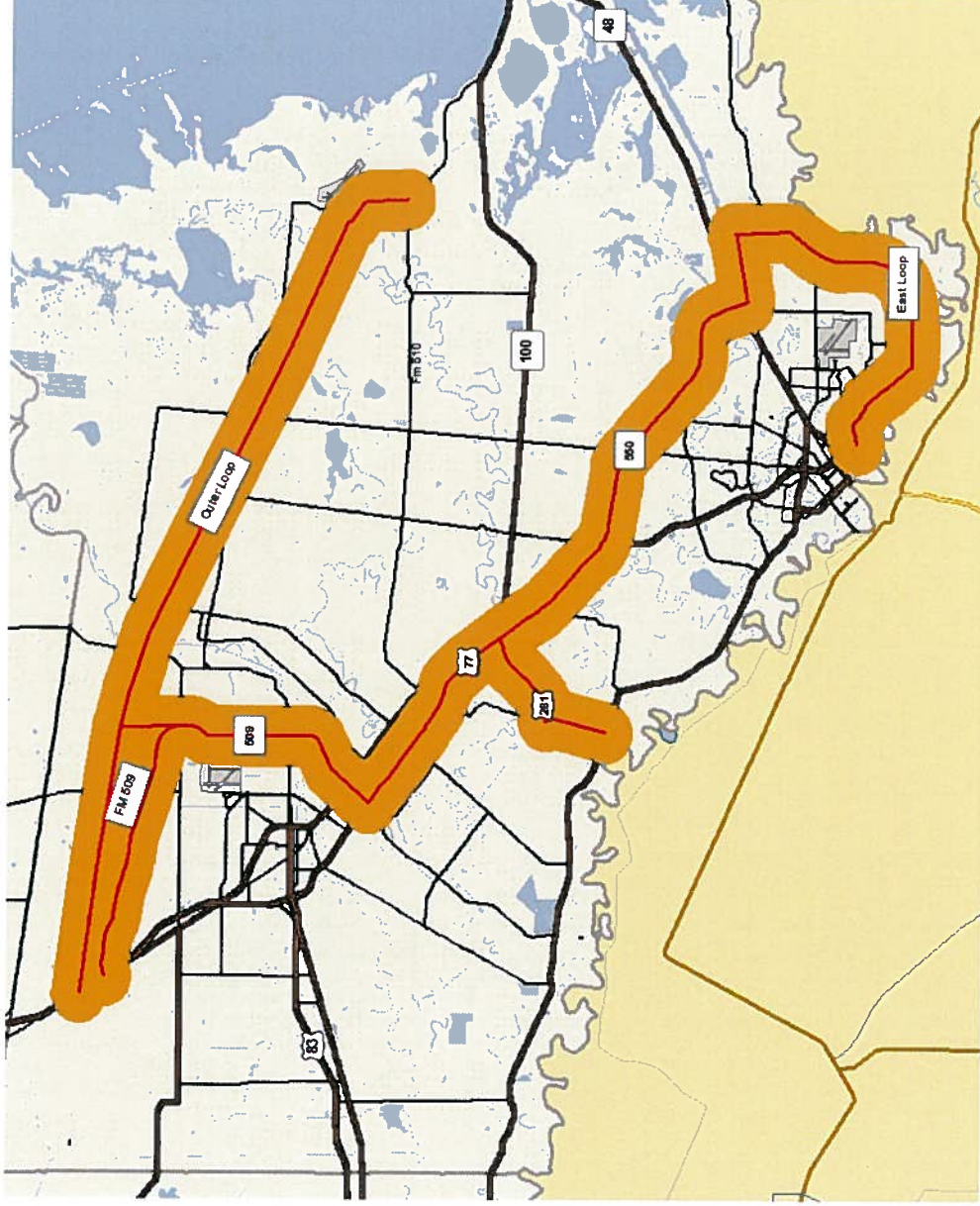
TRZ Phase 1

CCRMA Board Work Session

- Task 1.1 – Identify Potential TRZ Alignments
- Task 1.2 – Develop Multiple TRZ Width Scenarios
- Task 1.3 – Refine the TRZ Alignment
- Task 1.4 – Establish TRZ Baseline Property Value & Tax Revenue
- Task 1.5 – Document Findings
- Task 1.6 – Professional Consulting Services

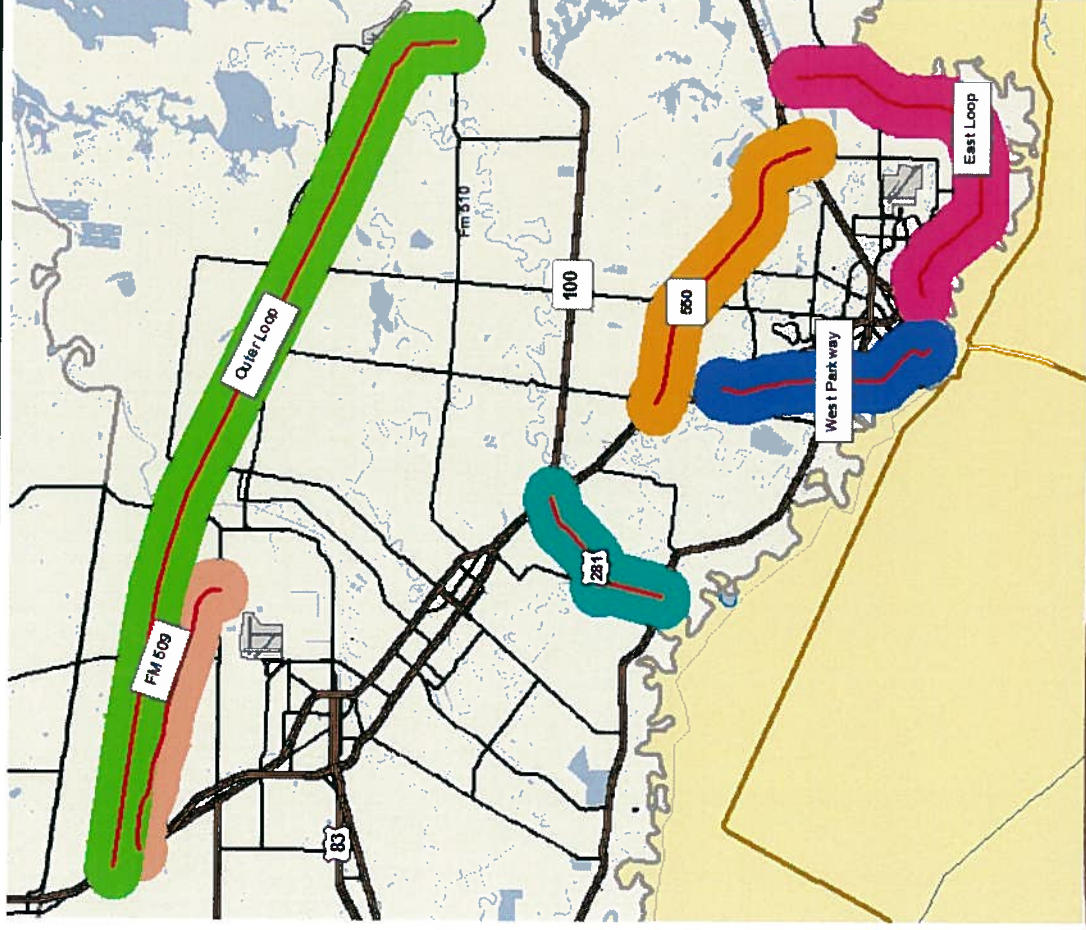
Potential Large TRZ Boundary – One Mile

CCRMA Board Work Session



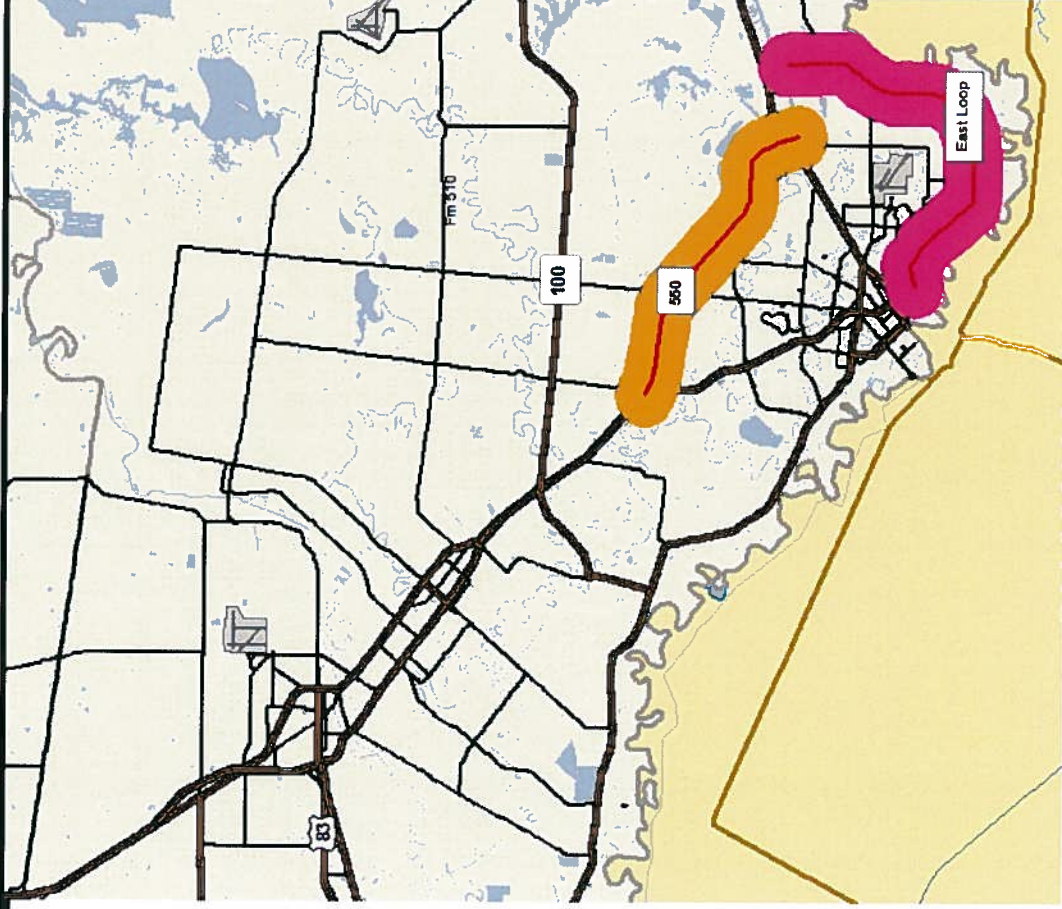
Effective Mobility from *b*orders to *b*eaches

Potential Smaller TRZ Boundaries – One Mile



borders to beaches

SH 550 & SH 32 TRZ Boundaries – One Mile



b o r d e r s t o b e a c h e s

TRZ Phase 1 - Timing

CCRMA Board Work Session

- **November 4 (or October 31 if Sunday publication)**
Publish Public Notice of Public Hearing
(must have TRZ boundary identified for Public Notice)
- **November 11**
Commissioners Court Conduct Public Hearing
- **December 16**
Commissioners Court Adopt Ordinance/Resolution Designating TRZ
Boundaries, etc.
- **End of December / Early January**
Submit final report / additional findings

TRZ - Revenue Generated

CCRMA Board Work Session

% Tax Increment Contributed

	20%	40%	60%	80%	100%
1,000 FT					
2,000 FT					
.5 Mile					
1 Mile					

TIRZ Buffer Centerline

Effective Mobility from *b*orders to *b*eaches



TRZ - Phase 2

CCRMA Board Work Session

- Task 2.1 – Update and Refine Existing Cameron County Forecasts Based on TRZ Alignment
- Task 2.2 – Identify Proposed Major Developments within the Corridor
- Task 2.3 – Identify Comparable Properties or “Control Segments”
- Task 2.4 – Project New Development and Overall Land Use in TRZ
- Task 2.5 – Tax Increment Projections for the Corridor
- Task 2.6 – Create Low, Medium (Most Likely), and High Scenarios
- Task 2.7 – Document Findings and Results
- Task 2.8 – Professional Consulting Services

Comprehensive Development Agreement

CCRMA Board Work Session

Richard Ridings
HNTB Corporation

Mike Weaver
Prime Strategies

Comprehensive Development Agreement

CCRMA Board Work Session

- Chapter 370, Transportation code authorizes RMAs to enter into comprehensive development agreements (CDAs)
- A CDA provides for delivery of a project through a contract which combines, at a minimum design and construction, and may include operations, maintenance, and/or financing
- A CDA including only design and construction = Design/Build CDA
- A CDA which includes operations, maintenance and finance = Concession CDA

Comprehensive Development Agreement

CCRMA Board Work Session

- Statutory authority for Concessions CDAs expired August 31, 2009
- But, exemption extends Concession CDA authority to August 31, 2011 for projects in border counties with population > 300,000
- All CDA authority expires for RMAs August 31, 2011

Comprehensive Development Agreement

CCRMA Board Work Session

Projects to be considered under the CDA

- I-69
- SH 550
- West Parkway
- Outer Parkway
- SPI 2nd Access
- US 281 Extension

Comprehensive Development Agreement

CCRMA Board Work Session

- The Proposer's Qualifications Statement and Proposal will be primarily based on the I-69, SH 550, West Parkway, Outer Parkway, SPI 2nd Access, and the US 281 Extension projects
- The CCRMA is seeking developers with the financial capability to finance, design, build, operate and maintain these six toll road projects
- The Authority may choose to include or delete part or any of the aforementioned projects

E f f e c t i v e M o b i l i t y f r o m *b o r d e r s* t o *b e a c h e s*



Comprehensive Development Agreement

CCRMA Board Work Session

Anticipated Schedule

- Issue Request for Qualifications (RFQ) – October 14, 2010
- RFQ due to CCRMA – November 12, 2010
- Short-list of Proposers submitted for CCRMA Board approval – November 18, 2010
- Issue Draft Request for Detailed Proposals (Industry Review) – November 18, 2010

Comprehensive Development Agreement

CCRMA Board Work Session

Anticipated Schedule continued

- Issue Request for Detailed Proposals – December 20, 2010
- Receive Detailed Proposals – March 18, 2011
- Present recommendation to CCRMA Board – June, 2011
- Present contract to CCRMA Board – July, 2011

Comprehensive Development Agreement

CCRMA Board Work Session

Next Step – Issue Request for Qualifications (RFQ)

- RFQ has been drafted
- Currently under legal review
- Ready for release on October 14

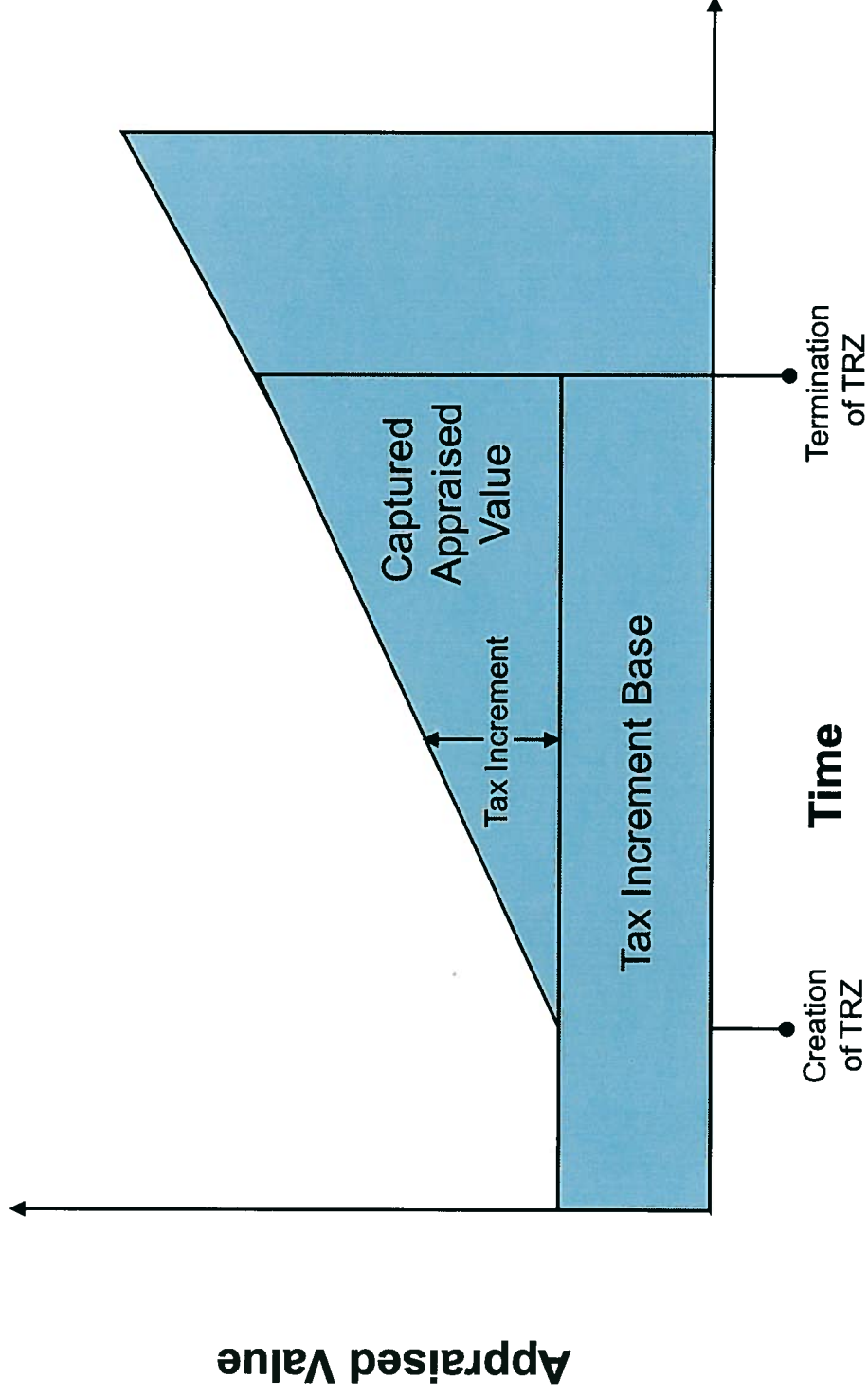
What is a TRZ?

- Contiguous geographic area in the jurisdiction of a city or county
- Promotes a “pass-through” project that cultivates development or redevelopment of the area
- Allows the city or county to dedicate a portion of future tax revenues to the project through use of tax increment financing

Statutory Purposes of a TRZ

- Promote public safety
- Facilitate the development or redevelopment of property
- Facilitate the movement of traffic
- Enhance a local entity's ability to sponsor a pass-through project with TxDOT

Generation of TRZ Funds



Specific Changes (To Be Proposed – 82nd Legislative Session)

1. De-Couple TRZs from Pass-Through Program
2. Expand Range of Transportation Projects Eligible for TRZs (370.003(14))
3. Improve County Collection Mechanism
4. Increase Flexibility for Municipal Use of Tax Increment
5. Permit Amendments to TRZ Boundaries
6. Recognize Pre-Existing Tax Increment Commitments
7. Prohibition on Reductions in Funding
8. Delegation of Project Development Responsibility
9. Clarify Authorization to Pledge TRZ Revenues

Phase 1

- Task 1.1 – Identify Potential TRZ Alignments
- Task 1.2 – Develop Multiple TRZ Width Scenarios
- Task 1.3 – Refine the TRZ Alignment
- Task 1.4 – Establish TRZ Baseline Property Value & Tax Revenue
- Task 1.5 – Document Findings
- Task 1.6 – Professional Consulting Services

Scenario Matrices – Ex. Revenue Generated

TIRZ Buffer Centerline
% Tax Increment Contributed

	20%	40%	60%	80%	100%
1,000 FT					
2,000 FT					
.5 Mile					
1 Mile					

Phase 2

- Task 2.1 – Update and Refine Existing Cameron County Forecasts Based on TRZ Alignment
- Task 2.2 – Identify Proposed Major Developments within the Corridor
- Task 2.3 – Identify Comparable Properties or “Control Segments”
- Task 2.4 – Project New Development and Overall Land Use in TRZ
- Task 2.5 – Tax Increment Projections for the Corridor
- Task 2.6 – Create Low, Medium (Most Likely), and High Scenarios
- Task 2.7 – Document Findings and Results
- Task 2.8 – Professional Consulting Services

**XV. CONSIDERATION AND APPROVAL OF
SUPPLEMENTAL WORK AUTHORIZATION NO. 4 TO
WORK AUTHORIZATION NO. 23 WITH HNTB FOR
THE OLMITO SWITCHYARD EXPANSION PROJECT**

Supplemental Work Authorization No. 4
Work Authorization No. 23

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
General Engineering Consultant Services

SUPPLEMENTAL WORK AUTHORIZATION NO. 4
TO WORK AUTHORIZATION NO. 23
Olmito Switchyard Expansion Replace in Place(RIP) Facility

This Supplemental Work Authorization No. 4 to Work Authorization No. 23 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 are amended to include the efforts detailed in Exhibit B.

Part 2. The Lump Sum amount payable for services performed under this Supplemental Work Authorization No. 4 to Work Authorization No. 23 is **\$72,458.00**, which increases the total amount payable from \$430,949.00 to \$503,407.00. 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.

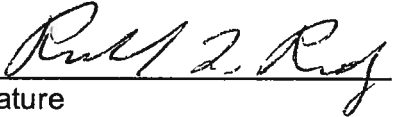
Part 3. Payment to the CONSULTANT for the services is not amended with this supplement.

Supplemental Work Authorization No. 4
Work Authorization No. 23

Part 4. This Supplemental Work Authorization No. 4 to Work Authorization No. 23 shall extend the termination date December 31, 2010, unless extended by a Supplemental Work Authorization.

Part 5. This Supplemental Work Authorization No. 4 to Work Authorization No. 23 does not waive the parties' responsibilities and obligations provided under the Agreement.

CONSULTANT
HNTB Corporation


By: 
Signature

Richard L. Ridings, P.E.
Printed Name

Vice President
Title

9/30/10
Date

AUTHORITY:
Cameron County Regional Mobility Authority

By: 
Signature

David E. Alex
Printed Name

Chairman
Title

9-30-10
Date

LIST OF EXHIBITS

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

**XVI. CONSIDERATION ON APPROVAL OF
SUPPLEMENTAL WORK AUTHORIZATION NO. 1 TO
WORK AUTHORIZATION NO. 24 WITH HNTB FOR
THE SH 550 PROJECT**

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
General Engineering Consultant Services

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
WORK AUTHORIZATION NO. 24
SH 550 PS&E

This Supplemental Work Authorization No. 1 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. 1 is **\$4,941,150.00**, which increases the total amount payable from \$39,243.00 to \$4,980,393.00. 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. 1 is effective as of September 30, 2010 and shall extend the terminate date to December 31, 2011, unless extended by an additional Supplemental Work Authorization.

Part 4. This Supplemental Work Authorization No. 1 does not waive the parties' responsibilities and obligations provided under the Agreement.

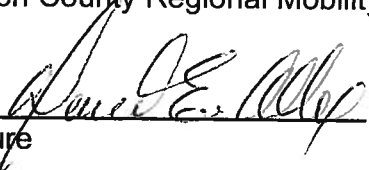
Supplemental Work Authorization No. 1
Work Authorization No. 24

Part 5. This Supplemental Work Authorization No. 1 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. Alex
Printed Name

Vice President
Title

Chairman
Title

9/30/10
Date

9-30-10
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

**XVII. CONSIDERATION ON APPROVAL OF WORK
AUTHORIZATION NO. 38 WITH HNTB FOR THE SH
550 PROJECT**

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
General Engineering Consultant Services

WORK AUTHORIZATION NO. 38
SH 550 Port Spur/FM 1847 – RFIs, SHOP DRAWING REVIEW

This Work Authorization No. 38 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 AUTHORITY, the CONSULTANT and the schedule are further detailed in Exhibits A, B, C and D.

Part 2. The compensation to be paid for the performance of the Services identified in Exhibit B is based upon direct salary cost times a multiplier as defined in the Agreement. Total compensation, including subconsultant costs and direct expenses, will not exceed **\$37,739.00** unless mutually agreed to and authorized in writing by the Authority. A fee schedule used to establish the maximum amount payable is attached hereto as Exhibit D. HNTB may alter the compensation distribution between the phases, tasks and work assignments to be consistent with the Services actually rendered, within the total not to exceed amount.

Part 3. Payment to the CONSULTANT for the services established under this Work Authorization No. 38 shall be made in accordance with the Agreement.

Part 4. This Work Authorization No. 38 is effective as of September 30, 2010 and shall terminate March 31, 2012, unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

Part 6. This Work Authorization No. 38 is hereby accepted and acknowledged below.

CONSULTANT:
HNTB Corporation

AUTHORITY:
Cameron County Regional Mobility Authority

By: 
Signature

By: 
Signature

Richard L. Ridings, P.E.
Printed Name

David E. Allex
Printed Name

Vice President
Title

Chairman
Title

9/30/10
Date

9-30-10
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

**XVIII. CONSIDERATION ON APPROVAL OF WORK
AUTHORIZATION NO. 41 WITH HNTB FOR THE U.S.
77 PROJECT**

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
General Engineering Consultant Services

WORK AUTHORIZATION NO. 41
US 77 PS&E

This Work Authorization No. 41 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:

Support the AUTHORITY in the engineering services required for the aerial mapping, preparation of plans, specifications and estimates (PS&E) for the construction of US 77. The responsibilities of the AUTHORITY, the CONSULTANT and the schedule are further detailed in Exhibits A, B, and C.

Part 2. Without modification, the amount payable for services performed under this Lump Sum Work Authorization No. 41 is **\$2,619,905**. 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. Payment to the CONSULTANT for the services established under this Work Authorization No. 41 shall be made in accordance with the Agreement.

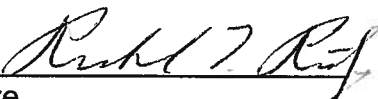
Part 4. This Work Authorization No. 41 is effective as of September 17, 2010 and shall terminate August 31, 2011, unless extended by a Supplemental Work Authorization.


Part 5. This Work Authorization No. 41 does not waive the parties' responsibilities and obligations provided under the Agreement.

Part 6. This Work Authorization No. 41 is hereby accepted and acknowledged below.

CONSULTANT
HNTB Corporation

AUTHORITY:
Cameron County Regional Mobility Authority

By: 
Signature

By: 
Signature

Richard L. Ridings, P.E.
Printed Name

David E. Alex
Printed Name

Vice President
Title

Chairman
Title

9/30/10
Date

9-30-10
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

**XIX. CONSIDERATION ON APPROVAL OF WORK
AUTHORIZATION NO. 43 WITH HNTB FOR THE
DEVELOPMENT OF A STATE INFRASTRUCTURE
BANK APPLICATION**

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
General Engineering Consultant Services

WORK AUTHORIZATION NO. 43
SH 550 SIB Loan

This Work Authorization No. 43 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:

Support the AUTHORITY in the development and submittal of a State Infrastructure Bank loan application for the State Highway 550 project. The responsibilities of the AUTHORITY, the CONSULTANT and the schedule are further detailed in Exhibits A, B, and C.

Part 2. Without modification, the amount payable for services performed under this Lump Sum Work Authorization No. 43 is **\$96,781.00**. 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. Payment to the CONSULTANT for the services established under this Work Authorization No. 43 shall be made in accordance with the Agreement.

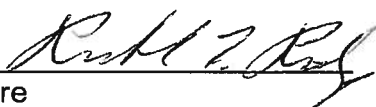
Part 4. This Work Authorization No. 43 is effective as of September 30, 2010 and shall terminate September 30, 2011, unless extended by a Supplemental Work Authorization.

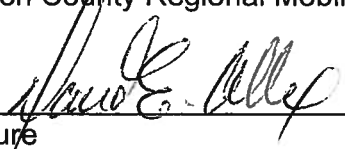
Part 5. This Work Authorization No. 43 does not waive the parties' responsibilities and obligations provided under the Agreement.

Part 6. This Work Authorization No. 43 is hereby accepted and acknowledged below.

CONSULTANT
HNTB Corporation

AUTHORITY:
Cameron County Regional Mobility Authority

By: 
Signature

By: 
Signature

Richard L. Ridings, P.E.
Printed Name

David E. Alex
Printed Name

Vice President
Title

Chairman
Title

9/30/10
Date

9-30-10
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