

THE STATE OF TEXAS §

COUNTY OF CAMERON §

BE IT REMEMBERED on the 15th day of DECEMBER 2009, there was conducted a Special Meeting of the Cameron County Regional Mobility Authority, at the Rancho Viejo City Hall, thereof, in the Town of Rancho Viejo, Texas, for the purpose of transacting any and all business that may lawfully be brought before the same.

THE BOARD MET AT:

12:00 Noon

PRESENT:

DAVID E. ALLEX
CHAIRPERSON

FRANK PARKER, JR.
DIRECTOR

RUBEN GALLEGOS, JR.
DIRECTOR

VICTOR ALVAREZ
DIRECTOR

DIRECTOR

DAVID N. GARZA
DIRECTOR

MICHAEL SCAIEF
DIRECTOR

ABSENT
Secretary

YOLANDA VILLALOBOS
ABSENT

ABSENT



The meeting was called to order by Chairman David E. Allex at 12:05 P.M. At this time, the Board considered the following matters as posted and filed for Record in the Office of the County Clerk on this December 11, 2009 at 11:22 A.M.:

AGENDA

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

**Rancho Viejo City Hall
3301 Carmen Avenue
Rancho Viejo, TX 78575**

Tuesday, December 15, 2009

12:00 Noon

ACCEPTED FOR FILING
CAMERON COUNTY
2009 DEC 11 A 11: 22
JOE G. RIVERA
COUNTY CLERK

- I. Public Comments**
- II. Consideration and Approval of the Minutes for December 7, 2009 Special Meeting**
- III. Consideration and Approval of Revenue and Expense Report for November 2009**
- IV. Discussion and Consideration on Approval of Cameron County Regional Mobility Ethics and Compliance Policy**
- V. Consideration and Approval of Memorandum of Understanding between the Cameron County Regional Mobility Authority and the Brownsville Navigation District**
- VI. Executive Session Items**
 - 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 and West Parkway and other legal issues affecting the authority, Pursuant to V.T.C.A. Government Code, Section 551.071 (2)**
 - b. Consultation with, and advice from Legal Counsel concerning negotiations and related contract issues with the Texas Department of Transportation and Brownsville Navigation District regarding the Cameron County Regional Mobility Authority's project, specifically SH 550 Port Spur, Pursuant to V.T.C.A. Government Code, Section 551.071 (2)**
 - c. Deliberation and Discussion concerning the evaluation and duties of the CCRMA Coordinator, Pete Sepulveda, Jr., pursuant to V.T.C.A. Government Code, Section 551.074(a)(1)**

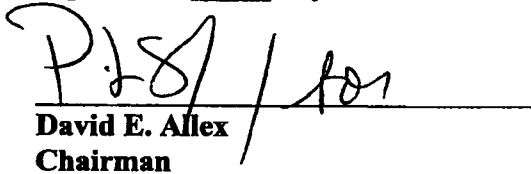
- d. **Deliberation and Discussion concerning the evaluation and duties of the CCRMA Assistant Coordinator, David Garcia, pursuant to V.T.C.A. Government Code, Section 551.074(a)(1)**

VII. Action relative to Executive Session

- a. **Possible Action**
- b. **Possible Action**
- c. **Possible Action**
- d. **Possible Action**

VIII. Adjournment

Signed this 11th day of December 2009



David E. Allex
Chairman

I. PUBLIC COMMENTS

None were presented.

II. CONSIDERATION AND APPROVAL OF THE MINUTES FOR DECEMBER 7, 2009, SPECIAL MEETING

Upon motion by Director Alvarez, seconded by Director Garza and carried unanimously, the minutes for the Special Meetings of December 7, 2009, were approved.

III. CONSIDERATION AND APPROVAL OF REVENUE AND EXPENSE REPORT FOR NOVEMBER 2009

Upon motion by Director Alvarez, seconded by Director Garza and carried unanimously, the Financials, Revenue and Expense Report for November 2009, as presented by Mr. Sepulveda, were approved

The Report is as follows:

IV. DISCUSSION AND CONSIDERATION ON APPROVAL OF CAMERON COUNTY REGIONAL MOBILITY ETHICS AND COMPLIANCE POLICY

Presentation was made by Mr. Sepulveda, RMA Coordinator.

Director Alvarez made a motion that the Cameron County Regional Mobility Ethics and Compliance Policy be approved.

The motion was seconded by Director Garza and carried unanimously.

The Policy is as follows:

V. CONSIDERATION AND APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND THE BROWNSVILLE NAVIGATION DISTRICT

Presentation was made by Mr. Sepulveda, RMA Coordinator. Mr. Sepulveda pointed out that the Memorandum of Understanding between Cameron County Regional Mobility Authority and the Brownsville Navigation District would allow for the construction of tolled lanes in a section of approximately 3.5 miles in the SH 550 corridor in order to improve safety and mobility and to improve ingress and egress to the Port of Brownsville.

Director Parker made a motion that the Memorandum of Understanding between Cameron County Regional Mobility Authority and the Brownsville Navigation District be approved.

The motion was seconded by Director Garza and carried unanimously.

The MOU is as follows:

EXECUTIVE SESSION

VI. EXECUTIVE SESSION

Upon motion by Director Parker, seconded by Director Gallegos and carried unanimously, the Board met in Executive Session at 12:15 P.M. to discuss the following matters:

- 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 and West Parkway and other legal issues affecting the authority; Pursuant to Vernon Texas Code Annotated (V.T.C.A.) Government Code, Section 551.071 (2)**
- b. Consultation with, and advice from Legal Counsel concerning negotiations and related contract issues with the Texas Department of Transportation and Brownsville Navigation District regarding the Cameron County Regional Mobility Authority's project, specifically SH 550 Port Spur, Pursuant to V.T.C.A. Government Code, Section 551.071 (2)**
- c. Deliberation and Discussion concerning the evaluation and duties of the CCRMA Coordinator, Pete Sepulveda, Jr., pursuant to V.T.C.A. Government Code, Section 551.074(a)(1)**
- d. Deliberation and Discussion concerning the evaluation and duties of the CCRMA Assistant Coordinator, David Garcia, pursuant to V.T.C.A. Government Code, Section 551.074(a)(1)**

Upon motion by Director Alvarez, seconded by Director Gallegos and carried unanimously, the Board reconvened into Regular Session at 1:02 P.M.

VII. 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 and West Parkway and other legal issues affecting the authority; Pursuant to Vernon Texas Code Annotated (V.T.C.A.) Government Code, Section 551.071(2).

Upon motion by Director Gallegos, seconded by Director Parker and carried unanimously, this item was

TABLED.

- b. Consultation with, and advice from Legal Counsel concerning negotiations and related contract issues with the Texas Department of Transportation and Brownsville Navigation District regarding the Cameron County Regional Mobility Authority's project, specifically SH 550 Port Spur, Pursuant to V.T.C.A. Government Code, Section 551.071 (2)

Upon motion by Director Parker, seconded by Director Garza and carried unanimously, the Report was acknowledged.

- c. Deliberation and Discussion concerning the evaluation and duties of the CCRMA Coordinator, Pete Sepulveda, Jr., pursuant to V.T.C.A. Government Code, Section 551.074(a)(1)

Upon motion by Director Parker, seconded by Director Scaief and carried unanimously the Board gave a positive evaluation of Mr. Sepulveda and authorized a \$25,000.00 a year contract.

- d. Deliberation and Discussion concerning the evaluation and duties of the CCRMA Assistant Coordinator, David Garcia, pursuant to V.T.C.A. Government Code, Section 551.074(a)(1)

Upon motion by Director Parker, seconded by Director Scaief and carried unanimously the Board gave a positive evaluation of Mr. Garcia and authorized a \$25,000.00 a year contract.

The motion was seconded by Director Scaief and carried unanimously.

VIII. ADJOURNMENT

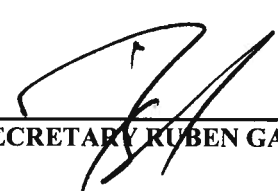
There being no further business to come before the Board and upon motion by Director Alvarez, seconded by Director Garza and carried unanimously the meeting was **ADJOURNED** at 1:05 P.M.

APPROVED this 5th day of January 2009.2010



CHAIRMAN DAVID E. ALEX

ATTESTED:



SECRETARY RUBEN GALLEGOS, JR.

**III. CONSIDERATION AND APPROVAL OF REVENUE AND
EXPENSE REPORT FOR NOVEMBER 2009**

CAMERON COUNTY REGIONAL MOBILE AUTHORITY
AS OF 10/31/2009
Statements of Revenues & Expenditures

		2010	
<u>OPERATING REVENUES</u>			
RMA Fees	\$	-	
Interlocal Revenue		-	
Interest Income		-	
TOTAL OPERATING REVENUES		-	\$ -
<u>OPERATING EXPENSES</u>			
Office Supplies		-	
Small Tools and Equipment		-	
Audit and Accounting		-	
Professional Services		1,157	
Travel		2,542	
Bonds		-	
Education & Training		-	
Aid to other Governments		-	
Contractual		3,017	
TOTAL OPERATING EXPENSES		6,716	6,716
<u>DEVELOPMENT PROGRAMS</u>			
Strategic Plan Development		-	
Public Involvement & Outreach		-	
West Rail Relocation		-	
North Rail Relocation		-	
East Loop Project		-	
RFI-Comp Dev Agree		-	
TOTAL NON CWIP EXPENDITURES		-	-
CHANGE IN NET ASSETS			(6,716)
TOTAL NET ASSETS - Beginning of Year			1,499,936
TOTAL NET ASSETS - End of Year			\$ 1,493,220

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Statement of Net Assets
October 31, 2009

Assets:	<u>2010</u>
Current assets:	
Cash and cash equivalents	\$ 976,397
Accounts Receivable	174,120
Due from other agencies	<u>217,219</u>
Total current assets	<u>1,367,737</u>
 Capital Assets: CWIP	
Prep Public Inv. Plan	-
SPI 2nd. Causeway	1,203,246
West Loop	1,318,320
West Rail Relocation	-
East Loop	-
Port Spur	434,920
SPI 2nd. Access, Eng., Env.	98,671
Construction work in progress	<u>3,055,158</u>
Total assets	<u>\$ 4,422,895</u>
 Liabilities:	
Current liabilities:	
Accounts payable	\$ 59,436
Due to other Entities	250,000
Due to TxDot	<u>2,620,238</u>
Total current liabilities	<u>2,929,674</u>
Total liabilities	<u>2,929,674</u>
 Net assets:	
Contributed Capital	-
Aid from Other Govt./TxDot	-
Net Assets	<u>1,493,220</u>
Total net assets	<u>1,493,220</u>
Total liabilities and net assets	<u>\$ 4,422,895</u>

CAMERON COUNTY REGIONAL MOBILE AUTHORITY
AS OF 11/30/2009
Statements of Revenues & Expenditures

	2010	
<u>OPERATING REVENUES</u>		
RMA Fees	\$ -	
Interlocal Revenue	-	
Interest Income	286	
TOTAL OPERATING REVENUES	\$ 286	\$ 286
<u>OPERATING EXPENSES</u>		
Office Supplies	-	
Small Tools and Equipment	-	
Audit and Accounting	-	
Professional Services	69,863	
Travel	6,321	
Bonds	-	
Education & Training	-	
Aid to other Governments	-	
Contractual	6,033	
TOTAL OPERATING EXPENSES	6,033	82,217
<u>DEVELOPMENT PROGRAMS</u>		
Strategic Plan Development	-	
Public Involvement & Outreach	-	
West Rail Relocation	9,367	
North Rail Relocation	-	
East Loop Project	-	
RFI-Comp Dev Agree	-	
TOTAL NON CWIP EXPENDITURES	9,367	9,367
CHANGE IN NET ASSETS		(91,298)
TOTAL NET ASSETS - Beginning of Year		1,499,936
TOTAL NET ASSETS - End of Year		\$ 1,408,638

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Statement of Net Assets
November 30, 2009

Assets:	<u>2010</u>
Current assets:	
Cash and cash equivalents	\$ 1,276,498
Accounts Receivable	-
Due from other agencies	-
Total current assets	<u>1,276,498</u>
Capital Assets: CWIP	
Prep Public Inv. Plan	-
SPI 2nd. Causeway	1,203,246
West Loop	1,318,320
West Rail Relocation	-
East Loop	-
Port Spur	434,920
SPI 2nd. Access, Eng., Env.	98,671
Construction work in progress	<u>3,055,158</u>
Total assets	<u><u>\$ 4,331,656</u></u>
Liabilities:	
Current liabilities:	
Accounts payable	\$ -
Due to other Entities	250,000
Deferred Revenue	52,781
Due to TxDot	2,620,238
Total current liabilities	<u>2,923,019</u>
Total liabilities	<u>2,923,019</u>
Net assets:	
Contributed Capital	-
Aid from Other Govt./TxDot	-
Net Assets	<u>1,408,638</u>
Total net assets	<u>1,408,638</u>
Total liabilities and net assets	<u><u>\$ 4,331,656</u></u>

**IV. DISCUSSION AND CONSIDERATION ON APPROVAL
OF CAMERON COUNTY REGIONAL MOBILITY ETHICS
AND COMPLIANCE POLICY**

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY**

RESOLUTION

WHEREAS, the Cameron County Regional Mobility Authority (“CCRMA”) was created pursuant to the request of Cameron County and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.01, *et seq.* (the “RMA Rules”); and

WHEREAS, the Board of Directors of the CCRMA has been constituted in accordance with the Transportation Code and the RMA Rules; and

WHEREAS, pursuant to Chapter 370 of the Texas Transportation Code and the rules appearing in 43 Tex. Admin. Code § 27.50 *et seq.* (the “Toll Equity Rules”), a regional mobility authority may submit to the Texas Department of Transportation (“TxDOT”) a request for financial assistance to be used in connection with the development, construction, operation, and maintenance of turnpike projects; and

WHEREAS, effective January 1, 2010, all entities that receive financial assistance from TxDOT pursuant to the Toll Equity Rules are required to adopt and enforce an ethics and compliance program that meets certain requirements set forth in 43 Tex. Admin. Code § 1.8; and

WHEREAS, the CCRMA recognizes the importance of adopting and implementing an ethics and internal compliance program that addresses standards of conduct for CCRMA officers and employees and ensures that such standards are effectively communicated and enforced; and

WHEREAS, CCRMA consultants have prepared a proposed Ethics and Compliance Policy, attached hereto as Attachment “A”, describing ethical obligations and duties of CCRMA officers and employees, setting forth an employee code of conduct, and providing for appropriate oversight and enforcement of the CCRMA’s ethics and compliance standards and procedures; and

WHEREAS, the CCRMA is committed to ensuring that the Authority’s compliance standards and procedures are effectively communicated to CCRMA employees and agents and are consistently enforced and that the Board of Directors receives appropriate information on ethics and internal compliance issues.

NOW THEREFORE, BE IT RESOLVED, that the CCRMA Board of Directors hereby approves and adopts the CCRMA Ethics and Compliance Policy, attached hereto as Attachment “A”; and

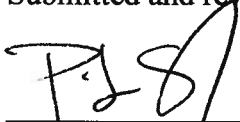
BE IT FURTHER RESOLVED, that the CCRMA Ethics and Compliance Policy may be amended from time to time at the discretion of the Board of Directors of the CCRMA; and

BE IT FURTHER RESOLVED, that the RMA Coordinator is directed to take such steps as may be necessary to effectively communicate the CCRMA's ethics and compliance program to CCRMA employees and agents and to enforce the requirements of the program; and

BE IT FURTHER RESOLVED, that the CCRMA shall develop and implement a program to provide information on ethics and internal compliance issues to members of the Authority's Board of Directors.

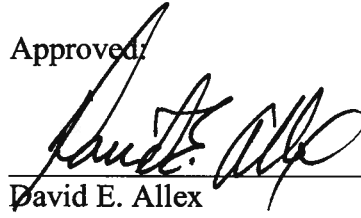
Adopted by the Board of Directors of the Cameron County Regional Mobility Authority on the 15th day of December, 2009.

Submitted and reviewed by:



Pete Sepulveda, Jr.
RMA Coordinator for the
Cameron County Regional Mobility Authority

Approved:



David E. Allex
Chairman, Board of Directors
Date Passed: 12/15/09

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

ETHICS & COMPLIANCE POLICY

I. General Statement of Policy

The Cameron County Regional Mobility Authority (“CCRMA”) is committed to conducting its business in an ethical, honest, and open manner and to maintaining high ethical standards among its officers and employees. In furtherance of that commitment, the CCRMA adopts the Ethics & Compliance Policy set forth herein.

In addition to complying with the requirements of this Ethics & Compliance Policy, CCRMA officers and employees must at all times abide by applicable federal and state laws and regulations, the CCRMA bylaws, and CCRMA policies.

II. Employee Code of Conduct

Employees of the CCRMA and/or employees of Cameron County who are assigned to spend more than 20 hours per week working on behalf of the CCRMA and are subject to supervision or direction by the Executive Director or the CCRMA Board of Directors (collectively, “Employees”) are expected to conduct the business of the authority in an open, honest, and ethical manner. Employees must adhere to the highest standards of ethical conduct in the performance of their responsibilities and must refrain from engaging in any activity that could raise questions as to the honesty or integrity of the CCRMA or damage the CCRMA’s reputation or credibility. Additionally, Employees must at all times comply with the Employee Code of Conduct set forth in this Section II.

Equal Employment Opportunity

The CCRMA is an equal opportunity employer and is committed to the principles of equal employment opportunity. The CCRMA will not tolerate discrimination based on race, ethnicity, color, creed, religion, ancestry, national origin, sex, gender, sexual orientation, age, disability, or any other status protected by law.

All employment decisions, including but not limited to decisions regarding recruitment, selection, hiring, transfer, compensation, benefits, training, promotion, demotion, discipline, discharge, termination, leave of absence, and other terms, conditions, and privileges of employment, shall be based on individual qualifications without regard to an individual’s status as a member of a protected class. The CCRMA will make reasonable efforts to ensure that all protected classes have equal access to employment with the CCRMA, and all personnel responsible for hiring, managing, and promoting Employees are charged to support the CCRMA’s commitment to equal employment opportunity.

The CCRMA will make reasonable accommodations for applicants or Employees with disabilities, provided that the individual is otherwise qualified to perform the duties and

responsibilities of the position and that any accommodation is not detrimental to the business operations of the CCRMA.

Workplace Harassment

The CCRMA is committed to ensuring a respectful work environment free from sexual harassment or any type of unlawful discrimination or harassment based on race, ethnicity, color, creed, religion, ancestry, national origin, sex, gender, sexual orientation, age, disability, or any other status protected by law. Harassment based on any of the above is considered a form of illegal discrimination. The CCRMA will not tolerate any form of harassment in the workplace.

Prohibited sexual harassment includes any unwelcome sexual advances, requests for sexual favors, or other unwelcome verbal or physical conduct of a sexual nature where submission to such conduct affects an individual's employment; such conduct has the purpose or effect of unreasonably interfering with an individual's work performance; or such conduct creates an intimidating, hostile, or offensive work environment. Other forms of prohibited harassment include unwelcome verbal or physical conduct that belittles, shows hostility, or ridicules an individual because of race, ethnicity, color, creed, religion, ancestry, national origin, sex, gender, sexual orientation, age, disability, or any other characteristic protected by law.

If an Employee believes that he or she is or has been subjected to harassment, including but not limited to any of the conduct listed herein, by any manager, other Employee, consultant, customer, vendor, or any other person in connection with employment at the CCRMA, the Employee should report the incident to the RMA Coordinator or the Chairman of the CCRMA. In the absence of a RMA Coordinator or Chairman or in the event that the incident involves the Chairman, the employee should report the incident to the Vice-Chairman. Similarly, an Employee who witnesses harassment directed at another Employee should immediately report the matter to the RMA Coordinator or the Chairman of the CCRMA. In absence of a RMA Coordinator or Chairman or in the event that the incident involves the Chairman, the employee should report the incident to the Vice-Chairman, with or without the permission of the Employee involved. All complaints of workplace harassment will be investigated promptly and thoroughly and with as much confidentiality as possible. Retaliation against an Employee who reports workplace harassment will not be tolerated.

The CCRMA will take complaints or reports of harassment very seriously and will take appropriate remedial action if an investigation reveals that prohibited harassment, discrimination, or retaliation in violation of this Code of Conduct has occurred. Employees who engage in prohibited harassment will be subject to corrective action, up to and including termination of employment.

Conflicts of Interest

Employees are prohibited from engaging in any activity that could create a conflict of interest or even the appearance of a conflict of interest with the Employee's duties and responsibilities to the CCRMA. Activities that could create a conflict of interest include, but are not limited to:

1. Transaction of CCRMA business with any entity in which the Employee is an officer, agent, member, or owner of a controlling interest;
2. Participation in a CCRMA project in which the Employee has a direct or indirect monetary interest;
3. Outside business or professional activities that could interfere with the Employee's performance of duties on behalf of the CCRMA or impair the Employee's independence of judgment with respect to the Employee's performance of CCRMA duties;
4. Personal investments that are likely to create a substantial conflict between the Employee's private interest and the interest of the CCRMA; and
5. Any activity that could result in the disclosure of confidential or sensitive information that the Employee has access to as a result of the Employee's position with the CCRMA.

If an Employee is uncertain as to whether a particular activity could create a conflict of interest, the Employee should consult the CCRMA's General Counsel prior to engaging in the activity.

Gifts and Honoraria

Employees are prohibited from accepting gifts, favors, benefits, or other compensation, whether in the form of money or other thing of value, which could influence them or even have the appearance of influencing them in the performance of their official duties. Employees may accept meals offered in the course of normal business relationships. Additionally, Employees may accept promotional items that do not exceed an estimated \$25 in value and are distributed as a normal means of advertising.

Employees may not accept an honorarium for appearing at a conference, workshop seminar, or symposium as a representative of the CCRMA other than reimbursement for food, transportation, or lodging.

If an Employee is uncertain as to whether he or she may accept a gift, favor, or benefit, the Employee should consult the CCRMA's General Counsel prior to acceptance.

Use of CCRMA or Cameron County Property

Computers, including all software, hardware, internet, and email systems; modems; printers; telephones; cellular phones; fax machines; copy machines; and other electronic and communications equipment owned or leased by the CCRMA or provided by Cameron County for CCRMA use may be used for official CCRMA purposes only. Employees may, however, make brief personal telephone calls for which neither the CCRMA nor Cameron County incurs any additional charges. Employees do not have an expectation of privacy when using CCRMA or Cameron County electronic and communications equipment, and all emails, computer files, and telephone records are the property of the CCRMA and are subject to disclosure under the Texas Public Information Act, discovery in litigation, and/or examination by managers or supervisors.

Employees must immediately report lost or stolen CCRMA or Cameron County property to the RMA Coordinator or the Chairman of the CCRMA. In the absence of a RMA Coordinator or Chairman, the employee should report the lost or stolen CCRMA or Cameron County property to the Vice-Chairman. Misuse or theft of CCRMA or Cameron County property may result in disciplinary action, including criminal prosecution.

Criminal Activity

The CCRMA will perform criminal background checks on all final applicants for any position involving the disbursement of CCRMA funds or the handling of cash, checks or credit cards; negotiable documents and materials; or highly confidential or sensitive information. All applicants admitting a felony conviction on their application materials will also be subject to a criminal background check. Additionally, the CCRMA may at its discretion perform criminal background checks on applicants for any other position.

If an Employee is charged with a felony or a misdemeanor other than a traffic violation, the Employee is required to immediately inform the RMA Coordinator or the Chairman of the CCRMA. In the absence of a RMA Coordinator or Chairman, the employee should inform the Vice-Chairman. The CCRMA may take steps to respond to criminal violations consistent with Section V below, up to and including termination of employment.

Maintenance of Agency Records, Fraud, & Public Information

Employees must maintain all CCRMA records for at least the minimum amount of time prescribed by the records retention schedules applicable to local governmental entities adopted by the Texas State Library and Archives Commission. In the event that litigation is filed against the CCRMA or is reasonably anticipated to be filed, the CCRMA's General Counsel may determine that it is necessary to implement a litigation hold in order to ensure the preservation of all records related to the lawsuit. Employees must refrain from destroying any records that are the subject of a litigation hold. Additionally, Employees must comply with all records retention policies adopted by the CCRMA.

Given the need for accurate and honest business records, any false or misleading report or record (including but not limited to financial documents; resumes; employment applications; contracts; and reports) will be taken very seriously. Employees who become aware of any suspected fraudulent act or falsification of CCRMA records must immediately report the concern to the RMA Coordinator or the Chairman of the CCRMA. In the absence of a RMA Coordinator or Chairman, the employee should report to the Vice-Chairman, who shall respond to the evidence by taking appropriate remedial action. Discovery of a fraudulent act related to a person's employment or job responsibilities may result in corrective action, up to and including termination of employment.

Members of the public may make written requests for records maintained by the CCRMA. In the event that an Employee receives a written request for information, the Employee must notify the RMA Coordinator immediately so that the CCRMA can respond to the request within the time frame prescribed by the Texas Public Information Act. Employees must refrain from destroying any records that are the subject of a pending public information request.

Employee Acknowledgement

All Employees must sign an acknowledgment, in the form attached as Attachment "A", acknowledging that they have received, read, and understand this Employee Code of Conduct and that they will comply with the requirements set forth herein.

III. Training Regarding Ethics & Compliance Standards

Upon beginning service or employment with the CCRMA, all officers and Employees shall be provided with an a copy of this Ethics & Compliance Policy and shall receive orientation on ethics laws and policies. Additionally, officers and Employees of the CCRMA shall receive periodic training on the requirements of this Ethics & Compliance Policy and on ethics issues generally.

IV. Oversight & Reporting of Suspected Violations

The RMA Coordinator and the Chairman of the CCRMA are responsible for monitoring and enforcing compliance with this Ethics & Compliance Policy.

If an officer or Employee becomes aware of a suspected violation of this Ethics & Compliance Policy, a violation of law, or a breach of fiduciary duty by any officer, Employee, or agent of the CCRMA, he or she must immediately report the suspected violation to the RMA Coordinator or the Chairman of the CCRMA. In the absence of a RMA Coordinator or Chairman or in the event that the incident involves the Chairman, the employee should report the suspected violation to the Vice-Chairman. The RMA Coordinator, Chairman, or Vice-Chairman shall respond to evidence of any suspected violation or breach by taking appropriate action, including adopting or enforcing appropriate remedial measures or sanctions. Retaliation against those who come forward to raise concerns or report suspected violations will not be tolerated by the CCRMA.

V. Enforcement & Response to Offenses

The CCRMA will not tolerate unethical or illegal conduct or conduct that discredits or interferes with the operations of the CCRMA. The CCRMA may discipline Employees for any conduct that violates state or federal laws or regulations or the terms of this Ethics & Compliance Policy, up to and including immediate dismissal.

Examples of behavior that may result in an Employee's immediate dismissal include, but are not limited to:

- gross negligence of job duties
- theft or misuse of CCRMA or Cameron County property
- fraud, dishonesty, or falsification of CCRMA records
- unlawful use, sale, manufacture, distribution, dispensation, or possession of narcotics, drugs, or controlled substances while on CCRMA or Cameron County premises
- prohibited sexual harassment or offensive or degrading remarks about another person's race, ethnicity, color, creed, religion, ancestry, national origin, sex, gender, sexual

orientation, age, disability, or any other characteristic protected by law in violation of the Employee Code of Conduct set forth in Section II

- assault of or verbal threat to a fellow Employee, officer, agent, or customer
- criminal conduct
- failure to address a recurring problem for which the Employee has already been disciplined
- unprofessional conduct or behavior that negatively impacts the CCRMA's public image, credibility, or integrity.

The CCRMA may, but is not required, to take corrective action to make an Employee aware of a problem related to the Employee's conduct and to provide an opportunity for the Employee to remedy the problem. Such corrective action may include an oral conference, a written warning, and/or suspension. However, nothing herein shall limit the CCRMA's right to terminate an at will Employee at any time, for any reason, with or without cause or notice.

Attachment "A"

Employee Acknowledgement

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
EMPLOYEE CODE OF CONDUCT**

Acknowledgement

**I, _____, DO HEREBY ACKNOWLEDGE THAT I
HAVE RECEIVED, READ, AND UNDERSTAND THE CCRMA EMPLOYEE CODE OF
CONDUCT AND THAT I WILL COMPLY WITH THE REQUIREMENTS SET FORTH
THEREIN.**

Employee

Date

**V. CONSIDERATION AND APPROVAL OF
MEMORANDUM OF UNDERSTANDING BETWEEN
THE CAMERON COUNTY REGIONAL MOBILITY
AUTHORITY AND THE BROWNSVILLE NAVIGATION
DISTRICT**

THE STATE OF TEXAS

§
§
§

COUNTY OF CAMERON

A RESOLUTION OF THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS APPROVING AN AGREEMENT WITH THE BROWNSVILLE NAVIGATION DISTRICT

WHEREAS, the CCRMA is a regional mobility authority created pursuant to the request of Cameron County and operating pursuant to Chapter 370 of the Texas Transportation Code and 43 Tex. Admin. Code 26.01; and

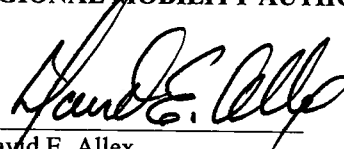
WHEREAS, the Texas Department of Transportation has approved the construction of tolled lanes in a section of approximately 3.5 miles in the SH 550 corridor in order to improve safety and mobility and to improve ingress and egress to the Port of Brownsville; and

WHEREAS, the Brownsville Navigation District will donate 112 acres of right of way for the SH 550 Project.

NOW, THEREFORE BE IT RESOLVED that the Cameron County Regional Mobility Authority authorizes the Chairman of the Board to execute an Agreement between the CCRMA and the Brownsville Navigation District.

PASSED, APPROVED AND ADOPTED on this 15th day of December, 2009.

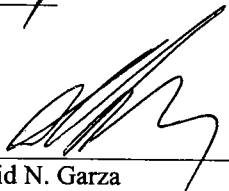
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY



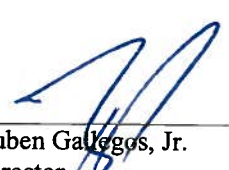
David E. Allex
Chairman



Michael Scaief
Director



David N. Garza
Director



Ruben Gallegos, Jr.
Director



Frank Parker, Jr.
Director



Victor Alvarez
Director

absent

Yolanda Villalobos
Director

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into effective the 15th day of December, 2009, by and between the BROWNSVILLE NAVIGATION DISTRICT (“BND”); and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY (“CCRMA”), both of which are political subdivisions of the State of Texas (collectively, the “Parties”).

WITNESSETH:

WHEREAS, the BND is a navigation district created pursuant to Article XVI, Section 59 of the Texas Constitution and operating pursuant to Chapters 60 and 62 of the Texas Water Code; and

WHEREAS, the CCRMA is a regional mobility authority created pursuant to the request of Cameron County and operating pursuant to Chapter 370 of the Texas Transportation Code (the “RMA Act”) and 43 TEX. ADMIN. CODE §§ 26.01 *et seq.* (the “RMA Rules”); and

WHEREAS, Chapter 791 of the Texas Government Code provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

WHEREAS, section 370.033 of the RMA Act provides that regional mobility authorities may enter into interlocal agreements with other governmental entities for project development related services; and

WHEREAS, the Texas Department of Transportation (“TxDOT”) has approved the construction of tolled lanes in a section of approximately 3.5 miles in the SH 550 corridor in order to improve safety and mobility and to improve ingress and egress to the Port of Brownsville (the “Project”);

WHEREAS, the Project is to be funded, in part, with fund provided through the American Recovery and Reinvestment Act (“ARRA”); and

WHEREAS, construction of the Project will require conveyance by the BND of approximately 112.43 acres of land located north of FM 511 (the “Property”)

WHEREAS, the Parties have agreed that it would be to their mutual benefit for BND to convey the Property to TxDOT.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

I. FINDINGS

Recitals. The recitals set forth above are incorporated herein for all purposes and are found by the Parties to be true and correct. It is further found and determined that the Parties have authorized and approved the Agreement by resolution or order adopted by their respective

governing bodies, and that this Agreement will be in full force and effect when approved by each party.

Consideration. The consideration recited herein, including without limitation the benefit to BND and its operations that will result from the Project, represents a settlement and compromise by all Parties as to the value of the Property.

II. ACTIONS

1. Conveyance of Property by BND. As consideration for the promises contained in Paragraphs 2 and 3 below, the BND shall convey the Property to TxDOT, subject to a right of reversion as set forth in Paragraph 4 below, through a Donation Deed in the form, or substantially similar form, as is attached hereto as Exhibit "A". CCRMA or TxDOT shall pay the cost of recording all instruments conveying the Property to TxDOT. BND and CCRMA shall also negotiate a separate agreement for the transfer of land necessary for wetlands mitigation from BND to CCRMA.

2. Development of Project by CCRMA. CCRMA will continue to work toward development of the Project, at no cost to BND, to assure completion and operation as soon as is reasonably possible. As part of the Project CCRMA shall include the construction of non-tolled frontage roads on the east and west sides of the Project that will provide access to property owned by BND, as generally depicted on Exhibit "B", provided that TxDOT agrees to maintain the frontage roads. CCRMA shall also construct a connector road from the point where the Project will connect to SH 48 south into the Port of Brownsville, as generally depicted on Exhibit "B", such road to be maintained by the BND. CCRMA shall let the project no later than March 2010.

3. Ultimate Configuration of SH 550/East Loop. CCRMA further agrees that it will work toward development of the ultimate configuration of SH 550, from Highway 48 to US 77 (as generally depicted on Exhibit "C") to the extent permitted by applicable environmental documents and to the extent financially feasible. CCRMA further commits to working toward development of a viable plan for eventual development of the East Loop Project, which would include a southern entrance to the Port of Brownsville, and to consult with BND during the course of development and implementation of that plan.

4. Failure of Parties to Fulfill Obligations. Should TxDOT and CCRMA fail to begin construction on the Project, including the frontage roads, within two (2) years of the execution of this Agreement, TxDOT shall, pursuant to the terms of the Donation Deed, re-convey the Property to BND at no cost to BND. Should TxDOT construct the Project but CCRMA for any reason reasonably within the control of CCRMA fail to construct the connector road, CCRMA shall pay BND the fair market value (as of the date of this Agreement) of the Property.

III.
GENERAL AND MISCELLANEOUS

- 1. Term and Termination.** This Agreement shall be effective as of the date first written above and shall continue in force and effect until December 15, 2011. The term of the Agreement may be extended by written agreement of the Parties.
- 2. Prior Written Agreements.** This Agreement is without regard to any and all prior written contracts or agreements between the Parties regarding any other subject matter and does not modify, amend, ratify, confirm, or renew any such other prior contract or agreement between the Parties.
- 3. Other Actions.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other action, or to provide or not to provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties.
- 4. Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to any of the Parties nor to create any legal rights or claims on behalf of any third party. None of the Parties waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- 5. Amendments and Modifications.** This Agreement may not be amended or modified except in writing and executed by all Parties to this Agreement and authorized by their respective governing bodies.
- 6. Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.
- 7. Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when both Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

**BROWNSVILLE NAVIGATION
DISTRICT**

By: 

**CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY**

By: 

Exhibit B

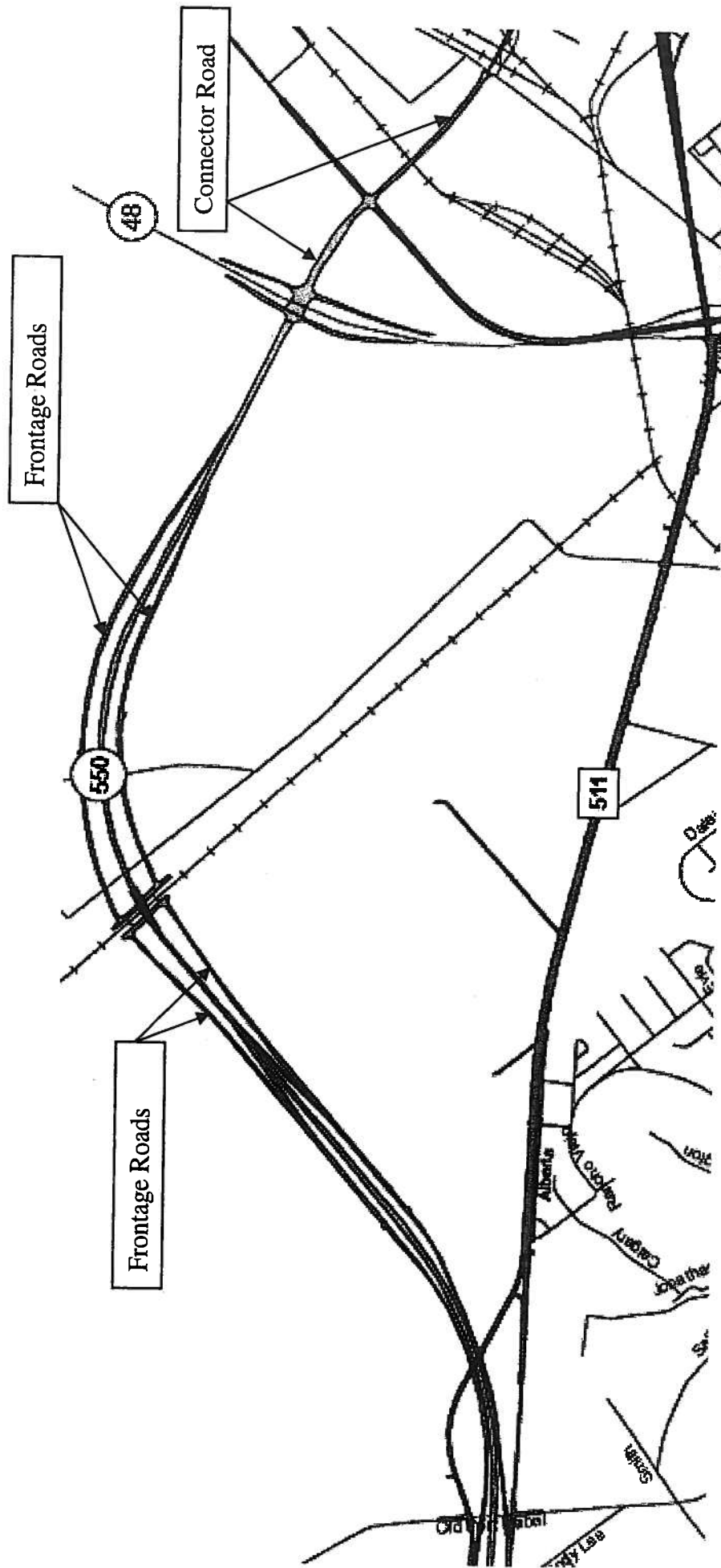
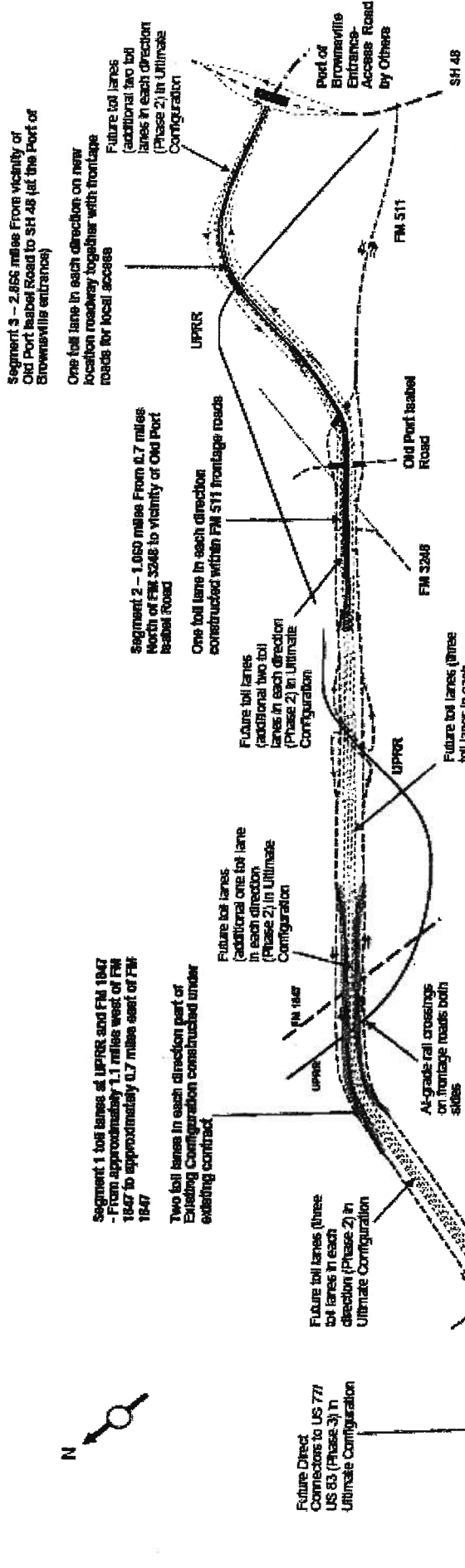
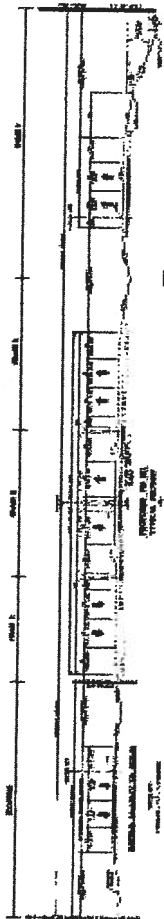


Exhibit C



Legend	
---	Existing Configuration / constructed by others
---	Toll Lanes Included in Project (Segments 2 and 3)
---	Other Lanes Included in Project (Segments 2 and 3)
---	Future Toll Lanes in Ultimate Configuration
---	Toll Lanes Included in Project (Segment 1)
---	Segments Included within Project (Phases I)
---	Segment 3 - New Construction
---	Segment 2 - New Construction
---	Segment 1 - Toll Lanes part of Existing Configuration
---	Work within Ultimate Configuration
---	Phase 2
---	Phase 3



Attachment C Project Layout and Limits

Typical Cross-section for Ultimate Configuration