

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR ADMINISTRATIVE AND MANAGERIAL SERVICES
FOR THE
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

This AGREEMENT (the "Agreement") is made and entered into this 12th day of November, 2009 by and between Hidalgo County Regional Mobility Authority, a regional mobility authority created and operating under Chapter 370, Texas Transportation Code, (the "Authority") and INTEG Corporation, a Texas Corporation ("Consultant"). In this Agreement, the Authority and the Consultant are sometimes jointly referred to as "the Parties" and singly as a "Party".

Recitals:

WHEREAS, the Authority desires to receive the benefit of the expertise, knowledge, and experience of the Consultant, and Consultant wishes to provide such consulting services (the "Work") to Authority on the terms and conditions as set forth below;

WHEREAS, the Authority finds that the Consultant is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of the Authority's purpose.

NOW, THEREFORE, in consideration of the respective mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. TERM:

This Agreement shall take effect upon execution by both Parties (the "Effective Date"), and remain in effect until terminated in writing by either party or completion of Consultant's Work (such period, the "Term"). The Consultant's Work shall terminate no later than three years from the Effective Date.

2. SCOPE OF CONSULTING SERVICES:

Commencing on the Effective Date of this Agreement, Authority engages Consultant, and Consultant agrees to provide to Authority administrative and managerial services, including project development services, (the "Work"), as more fully described in the Pricing Schedule attached hereto as Exhibit "A".

Consultant shall provide to the Authority a monthly report of activities and efforts made in furtherance of the Work. Such report shall be provided at regularly scheduled public meetings of the Board of Directors of the Authority.

3. INDEPENDENT CONSULTANT:

This Agreement is not intended to nor does not establish or form a joint venture, partnership, employer/employee relationship, corporation, or any other formal business association between the parties hereto. The rights and obligations of the Parties shall be only as expressly set forth in this Agreement. Consultant shall perform under this Agreement as an independent Consultant and not as an employee Authority.

4. CONFIDENTIAL INFORMATION:

(a) Consultant shall not disclose to a third party any Authority proprietary information, whether such information is created by the Authority, its consultants, its Pass-Through Agent, or a vendor or proposer ("Confidential Information").

(b) From time to time, Consultant may be required to execute a specific non-disclosure agreement in order to review Confidential Information relevant to the Consultant Work.

(c) Consultant shall exercise all reasonable precautions to protect and preserve the confidentiality of Confidential Information. This provision shall survive termination of this Agreement.

5. NON-EXCLUSIVE RIGHT:

(a) Authority acknowledges that Consultant provides similar services for other clients and that Consultant shall be free to work for other clients in matters that (i) do not involve the use of any Confidential Information that has been disclosed to the Consultant pursuant to this Agreement or (ii) do not directly relate to the specified Work provided by the Consultant under this Agreement.

(b) In entering into this Agreement with the Authority, the Consultant is not precluded from other engagements with the Authority.

6. REPRESENTATIONS:

Consultant warrants that:

(a) The Consultant has not compensated any person to solicit or secure this Agreement and that it has not paid or agreed to pay, and shall not pay, any Authority representative resulting from the consideration to be paid to Consultant pursuant to this Agreement.

(b) The Consultant does not know of any legal, contractual, regulatory, or financial impediment to its participation in this Agreement.

(c) The Consultant's representative executing this Agreement is legally authorized to bind the Consultant to the terms of this Agreement.

(d) The Consultant affirms that it does not have any financial interest in the outcomes of the Consultant Work.

(e) The Consultant does not have any professional or business relationships with anyone who has financial interest in the outcome of the Consultant Work, nor does anyone with a financial interest in the outcome of the Consultant Work exercise any control over the Consultant.

The Authority warrants that:

(a) The Authority does not know of any legal, contractual, regulatory, or financial impediment to its participation in this Agreement.

(b) The Authority's representative executing this Agreement is authorized to legally bind the Authority to the terms of this Agreement.

7. PERFORMANCE STANDARDS:

It is the intent of this Agreement that Work performed by the Consultant be equal to the practice prevalent by consultants practicing within the subject area of the Work and commensurate with the magnitude and intricacy of the Work under consideration. The Work shall be performed in accordance with the bounds of the law and all applicable best practices, industry standards, codes, regulations, and ordinances in force during the Term of this Agreement.

Consultant acknowledges and agrees that time is of the essence in the performance of all Work governed under this Agreement. Consultant shall at all times conduct itself with the highest standards of honesty, integrity, and fair dealings.

8. SUBCONTRACTORS

Consultant may engage subcontractors to further the Consultant Work under this Agreement. Costs of such subcontractors may be borne by the Consultant or by the Authority, as provided for in the Pricing Schedule; provided, however, that if costs are borne by the Authority such subcontractors and a budget must be approved by the Board of Directors prior to beginning any work.

9. CONSULTANT'S FEES:

The Consultant shall receive compensation for Work performed, as specifically set forth in the agreed "Professional Services Pricing Schedule" attached hereto and incorporated by reference herein.

10. INVOICING AND PAYMENT:

(a) Consultant shall submit invoices monthly and a final invoice upon the satisfaction of the Consultant Work, if any. Within thirty (30) calendar days of receipt of a proper invoice together with supporting documentation (if any), Authority shall pay Consultant the amount due in connection with such invoice.

(b) Authority shall reimburse the Consultant all reasonable costs incurred in connection with the Work. Reimbursable costs include, but are not limited to, travel costs, copies, delivery, etc. that are attributable to the Consultant Work. Costs incurred must comply with existing Authority policy to meet the standard of reasonableness. Any extraordinary reimbursable expenses over \$250 must be approved in advance. The Consultant shall provide substantiation of reimbursable costs incurred to the Authority.

(c) Subcontractor expenses must be approved in advance. Expenses and subcontractor expenses not approved in advance will not be reimbursed by the Authority.

(d) Consultant shall submit all invoices to:

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
510 S. Pleasantview Drive
Weslaco, Texas 78596
Attention: Chairman of the Board of Directors

11. DISPUTES AND REMEDIES:

The Consultant and Authority recognize that disputes arising under this Agreement are best resolved at the working level by the parties directly involved. Both parties are encouraged to be imaginative in designing mechanisms and procedures to resolve disputes at this level. Failing resolution of conflicts at the organizational level, the Consultant and the Authority agree that any remaining conflicts arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the Consultant and the Authority mutually agree otherwise. If the dispute is not resolved through non-binding mediation, then the Parties may take other appropriate action subject to the terms of this Agreement.

12. RECORDS AND AUDITS:

While this Agreement remains in effect and for a period of two (2) years after completion of any Work, Consultant shall maintain complete and accurate records relating to all Work rendered and expenses incurred related thereto. Such records shall be in accordance with reasonable business practices and Authority may, upon reasonable notice to Consultant, review such records at its own expense.

13. INSURANCE:

Consultant shall maintain throughout the Term of this Agreement the following insurance and shall submit certificates, with the project/Authority's name and the Consultant's name, verifying such to Authority:

(a) Worker's Compensation: Worker's compensation insurance and employer's liability insurance as required by the State where the Work is performed.

(b) Vehicle Coverage: Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.

(c) General Liability: Commercial general liability insurance covering claims for injuries to members of the public or damage to others arising out of any covered negligent act or omission of Consultant or of any of its employees, agents or subcontractors, with \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

(d) Professional Liability: Professional liability insurance of \$1,000,000 per occurrence and in the aggregate.

During the Term, the Authority shall be named as an additional insured on all such policies. All insurance certificates shall state that the insurance carrier will give Authority thirty (30) days notice of any cancellation, non-renewal, or material change of the policies. The Consultant shall provide the Authority original certificates of insurance. The issuer of any insurance policy must have a rating of at least a B+ and be a financial size of Class VI or better according to the latest Best's rating.

14. TERMINATION:

This Agreement may be terminated in whole or in part for any reason by the Authority at any time during the term of the Agreement, without penalty to the Authority. This Agreement may be terminated in whole or in part for any reason by the Consultant with sixty (60) days' written notice to the Authority. Upon receipt of termination or partial termination from the Authority, Consultant shall immediately cease performance under the terminated Agreement and shall take all reasonable steps to minimize costs relating to such termination. Authority shall pay for Consultant Work properly rendered to the date of termination.

15. LIABILITY:

(a) The services to be provided under this Agreement will be performed entirely at Consultant's risk and Consultant assumes all responsibility for the condition of vehicles or other instrumentalities used in the performance of this Agreement. Consultant will carry for the duration of this Agreement, insurance in accordance with the requirements provided for herein.

(b) The Consultant's sole and exclusive remedy for loss or damage caused by, related to arising from any act or omission of Authority in connection with this Agreement, shall be the recovery of an amount equal to the amount actually owed to the Consultant, as set forth on the Payment Schedule attached hereto, in connection with the specific Work which gives rise to such loss or claim. In no event shall Authority be liable for any lost profits, indirect, incidental, consequential or punitive damages.

16. INDEMNITY:

Consultant agrees to indemnify the Authority for any and all liability or loss to the extent directly arising out of performance of this Agreement. Consultant shall indemnify Authority against all liability or loss and expense, including reasonable attorney's fees, and against all claims of action to the extent directly based upon or arising out of damage or injury (including death to persons or property) caused by or sustained in connection with the Consultant's negligent acts, errors, or omissions in the performance of this Agreement, or created by conditions hereby based on upon any violation by Consultant of any statutes, orders, ordinances, building codes or regulations, and the defense of any such claims or actions. Consultant shall also indemnify Client against all liability and loss in connection with, and shall assume full responsibility for and payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to Consultant and Consultant's employees, if any, engaged in the performance of this Agreement.

17. OWNERSHIP:

The Authority shall own all reports, drawings, specifications, documents and other Deliverables pursuant to this Agreement. Consultant shall not assert any rights at common law or equity or establish any claim to statutory copyright in such materials.

18. SEVERABILITY AND SURVIVAL:

Whenever possible, each provision and term of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or term of this Agreement shall be held to be prohibited by or invalid under such applicable law, then such provision or term shall be ineffective only to the extent of such prohibition, or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provisions or term or the remaining provisions or terms of this Agreement; provided, however, that if a court having jurisdiction finds that the covenants contained in this Agreement are not enforceable, such court shall have the power to reduce the duration and/or geographic area and/or scope of such covenants, and in their revised form the covenants shall be enforceable.

Notwithstanding any termination or expiration of this Agreement, the provisions of this Agreement that by their nature or context are required or intended to survive, shall survive and remain in full force and effect in accordance with their terms.

19. SUCCESSORS AND ASSIGNMENTS:

This Agreement shall be binding upon and inure to the benefit of Authority and its affiliates and their successors and assigns, and shall be binding upon and inure to the benefit of the Consultant and its legal representatives, provided that in no event shall Consultant's obligations to perform future Work for Authority and its affiliates be delegated or transferred by Consultant.

This Agreement shall not be assigned or transferred by the Consultant without the prior written consent of Authority. Authority may assign this Agreement to any of its affiliates or any entity that acquires ownership and/or control of Authority's business operations, and continues such operations as a going concern.

20. NOTICES:

Any notices under this Agreement shall be personally delivered, sent by recognized overnight courier with proof of delivery, or certified mail, to the Parties at the respective addresses set forth above, or to a new address provided that the Party which changes its address has provided the other Party with proper written notice of change of address pursuant to this Section. Notices given under this Section shall take effect upon receipt.

<p>If to Authority:</p> <p>Hidalgo County Regional Mobility Authority 510 S. Pleasantview Drive Weslaco, Texas 78596 Attention: Chairman of the Board of Directors</p>	<p>If to Consultant:</p> <p>INTEG Corporation 4209 8 Mile Line Edinburg, Texas 78541 Attention: Godfrey Garza, Jr.</p>
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<p><i>With a copy to:</i></p> <p><i>Blakely Fernandez Tuggey Rosenthal Pauerstein Sandoloski Agather LLP 755 E. Mulberry, Ste. 200 San Antonio, Texas 78212</i></p>	<p><i>With a copy to:</i></p> <p><i>Juan Jesus Hinojosa The Hinojosa Law Firm, P.C. 612 W. Nolana St., Ste. 410 McAllen, Texas 78504</i></p>
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21. PUBLICITY:

The Consultant shall not issue or release for publication any articles or advertising or publicity matters relating to the Work performed hereunder or mentioning or employing the name of Authority or any of its personnel or consultants, unless prior written consent is granted by Authority. The Consultant acknowledges that Authority's consent may be granted or withheld for any reason or no reason.

22. GOVERNING LAW:

This Agreement and all rights, remedies and obligations deriving from this Agreement including, but not limited to, matters of construction, validity and performance shall be governed by the laws of the State of Texas, exclusive of its conflict of laws provisions. Any suit regarding this Agreement must be brought in a court of competent jurisdiction in Hidalgo County, Texas, which shall be the sole venue for adjudicating disputes hereunder and to which jurisdiction and venue both Parties agree to submit.

23. ENTIRE AGREEMENT, MODIFICATION; AMENDMENTS:

This Agreement, together with its Attachments and Exhibits, constitutes the entire agreement between the Parties and supersedes all previous agreements, promises and representations, whether written or oral, between the Parties with respect to the subject matter of this Agreement. If there is any conflict between the provisions of this Agreement and the provisions of any Attachment or Exhibit, then the provisions of this Agreement shall govern, for all purposes. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties unless made in writing and duly signed by authorized representatives of both Parties. No course of dealing between Authority and the Consultant shall be deemed to affect or to modify, amend or discharge any provision or term of this Agreement.

24. COUNTERPARTS:

This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original and all of which taken together constitute one and the same agreement.

25. HEADINGS:

The headings of the Sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement, and shall not affect the construction or interpretation of this Agreement.

26. CUMULATIVE RIGHTS:

The rights and remedies herein provided shall be cumulative and in addition to any other remedies available at law or in equity except to the extent same are proscribed herein.

27. NON-WAIVER:

The waiver by any party of any breach by another party of any provision of this Agreement shall not operate as or be deemed a waiver of any subsequent breach. No delay on the part of Authority and the Consultant in the exercise of any of their respective rights or remedies shall operate as a waiver of any such right or remedy.

AGREED AND ACKNOWLEDGED THIS 12th day of November, 2009.

AUTHORITY
Hidalgo County Regional Mobility Authority

CONSULTANT
INTEG Corporation

By: 

Dennis Burleson, Chairman

By: 

Godfrey Garza,

EXHIBIT A
PAYMENT PRICING SCHEDULE

Consultant Work

The Consultant Work consists of providing certain administrative and managerial consulting services to the Authority, including (i) implementing auditor recommendations and convening the Audit Committee; (ii) coordinating meetings of the Board of Directors and committees thereof; (iii) coordinating consultants and consultant information, including the environmental review process; (iv) managing, along with the Project Engineer, the Preliminary Project Development Agreement process, including review of the Guaranteed Maximum Price proposal, and the Hidalgo County thoroughfare plan; (v) maintaining external relations with Hidalgo County, the City of McAllen and other cities within Hidalgo County, the Hidalgo County Metropolitan Planning Organization, the Texas Department of Transportation, the North American Development Bank, the state legislative delegation; the congressional delegation; and the Federal Highway Administration; (vi) providing media and ratings agency relations and coordination; (vii) identifying and securing a funding plan for the Project (defined on Exhibit B); (viii) implementing for use on the Project, with Hidalgo County, the Hidalgo County Transportation Reinvestment Zone Number 1; and (ix) related efforts to the foregoing.

Total Amount Authorized for Consultant Work: The total amount authorized under this Agreement for all Consultant Work is not-to-exceed \$1,110,000 over a term of three years or less.

Payment

Payment for Consultant Work is split between a monthly fee and a lump sum performance-based fee. All fees under this Agreement, including the Consultant's reimbursable expenses and any subcontractor fees are subject to the not-to-exceed amount.

Monthly Fee: The Authority will pay the Consultant \$6,000 per month for up to three years from the Effective Date for performing basic tasks of an administrative/managerial nature under the Consultant Work. The total amount paid under the monthly fee (assuming three full years of service) will not exceed \$216,000.

Federal and State Outreach: The Authority will pay the Consultant, including any subcontractors to Consultant, \$10,000 per month for six months, renewable in six month increments for up to three years, for federal, state, and NADBank outreach services.

Reimbursable Expenses: All reimbursable expenses related to the Consultant Work will be deducted from the not-to-exceed amount.

Performance Based Fee: Upon funding an executable finance plan for the Project (or substantially all of the Project, meaning 90% to 100% of the Project), within the term of the Agreement, the Consultant will receive the remaining balance of the not-to-exceed amount.

Upon funding an executable finance plan for less than substantially all of the Project, assuming such revised scope is approved by the Board, within the Term of the Agreement, the Consultant will receive 75% of the remaining balance of the not-to-exceed amount.

Funding an executable finance plan is defined as issuing debt or otherwise collecting sources of revenue and allocating proceeds to appropriate Project accounts. If the Project becomes frustrated, and is determined to be so by the Board, no Performance Based Fee will be paid under this Agreement.

EXHIBIT B

PROJECT

EXHIBIT C
DISCLOSURE FORM