

THE STATE OF TEXAS §
 §
COUNTY OF WEBB §

**SUPPLEMENTAL AGREEMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES**

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between the WEBB COUNTY, acting herein by and through the COMMISSIONERS COURT, herein called the "Owner", TOTEM, LLC, of Laredo, Texas, herein called "Totem".

WITNESSETH

WHEREAS, the Owner and Totem executed the Agreement on the 24th day of April 2014 concerning provision of certain consulting and coordination services for the anticipated duration of projects under the County Energy Transportation Reinvestment Zone (CETRZ) in WEBB County, Texas, United States (incorporated herein by reference to the "Project");

WHEREAS, Article 8 of the Agreement, Supplemental Agreements, establishes that the terms to this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the Termination Date identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by Totem, and/or (3) for any other reason agreeable to the Owner and Totem;

and,

WHEREAS, it has become necessary to amend the contract;

AGREEMENT

NOW THEREFORE, premises considered, the Owner and Totem agree that said Agreement is amended as follows:

1. Article 5 of the Agreement, Compensation and Fees, is revised to state:
ARTICLE 5. "Compensation and Fees. For and in consideration of the services to be rendered by Totem and if grant funding is awarded for the Project, Totem shall provide consulting and coordination services under the grant and such services shall be compensated at Totem's regular and reasonable rates, consistent with and upon sole approval of Owner through execution of Work Authorizations. In the event that Owner successfully obtains a grant for the Project that Owner decides not to implement, or in the event that Owner is unsuccessful in obtaining a grant for the Project, Owner agrees to pay Totem a lump sum of \$60,000 to cover Totem's expenses in executing the grant application process of this contract on behalf of the Owner.
2. Revision of Exhibits B and D attached.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, Totem and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the ____ day of _____, 2015.

TOTEM:
TOTEM, LLC.

BY: Jose Ceballos

OWNER:
WEBB COUNTY

BY: Tano E. Tijerina, County Judge

ATTEST:

Margie Ramirez Ibarra, Webb County Clerk

LIST OF ATTACHEMENTS (as required)

- EXHIBIT "B" Professional Services to be Provided by Totem- Revised 6/16/2015
- EXHIBIT "D" Contract Rates- Revised 6/16/15

DRAFT

EXHIBIT "B"
Professional Services to be Provided by TOTEM

Totem shall render specific consulting and coordination services for the development of the Project and fulfillment of this Agreement as follows:

Totem agrees to use its expertise in grant writing, knowledge of road improvements and needs in Webb County with impact on safety, its experience and understanding with investment zones, including Senate Bill 1747, and to collaborate with the experienced lead engineer contracted by Owner to prepare and submit owner's grant application(s) related to the CETRZ in the most expeditious manner designed to obtain funding of owner's application.

If grant funding is awarded for the Project, Totem shall provide consulting and coordination services under the grant for all projects funded as approved through the execution of Work Authorizations.

Totem shall:

- Coordinate CETRZ Advisory Board meetings and prepare all relevant documents including presentations, public notices, agendas, meeting minutes, informational materials, etc.;
- Follow up on action items agreed upon by CETRZ Advisory Board;
- Act as Owner liaison with private and public energy industry stakeholders to build constructive relationships and partnerships with the goal of improving county transportation routes;
- Coordinate and attend meetings with land owners and industry representatives to provide an opportunity for open communication to discuss concerns, opportunities, and suggestions with the goal of gaining stakeholder buy-in and building a sense of community effort throughout the project implementation process;
- Monitor project progress through communication with lead engineer and subcontractors and provide Owner with recommendations regarding potential opportunities to improve project implementation efficiency and effectiveness along with opportunities for cost-savings;
- Participate in grant management and guidance meetings offered by the grant administrator, Texas Department of Transportation (TxDOT) and collaborate with Owner to ensure that all grant guidelines, deadlines, and requirements are met.

EXHIBIT "D"
Contract Rates

The rates for the consulting and coordination services pursuant to this agreement shall be determined according to a separate schedule of fees and costs to be included in each Work Authorization and agreed to by Owner and Totem.

DRAFT