

THE STATE OF TEXAS §
COUNTY OF CAMERON §

BE IT REMEMBERED on the 25th day of September 2025, there was conducted a Regular Meeting of the Cameron County Regional Mobility Authority, at the CCRMA Administrative Office, 3470 Carmen Avenue, Suite 5 thereof, in 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 P.M.

PRESENT:
FRANK PARKER, JR.
CHAIRPERSON

MICHAEL SCAIEF
VICE CHAIRMAN

ARTURO A. NELSON
SECRETARY

AL VILLARREAL
TREASURER

MARK ESPARZA
DIRECTOR

LEO R. GARZA
DIRECTOR

ALBERT GARZA, III
DIRECTOR

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The Meeting was called to order by Chairman Parker, at 12:00 P.M. At this time, the Board considered the following matters as per CCRMA Agenda posted on the CCRMA’s website and physically at 3470 Carmen Avenue, Suite 5, Rancho Viejo, Texas, on this 19th day of September 2025 at 9:35A.M.

PUBLIC COMMENTS

1 PUBLIC COMMENTS

None.

ACTION ITEMS

2-A Consideration and Approval of the August 28, 2025, Regular Meeting Minutes and of the August 28, 2025 Special Meeting.

Secretary Nelson moved to approve the August 28, 2025 Regular Meeting Minutes and the August 28, 2025 Special Meeting Minutes. The motion was seconded by Director Esparza and carried unanimously.

2-B Acknowledgement of Claims

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board that an affidavit was filed by Director Albert Garza III and he would be abstaining from acknowledgement on Inv. 2025-146; 2025-144 and 2025-134 for GDJ Engineering, LLC.

Mr. Victor Barron, RMA Chief Financial Officer, went over the Claims and presented them into the record. Staff recommended acknowledgement.

Director Esparza moved to acknowledge the Claims as presented. The motion was seconded by Director Leo Garza and carried as follows:

Ayes: Chairman Parker, Vice Chairman Scaief, Secretary Nelson, Director Esparza, and Director Leo Garza.

Nays: n/a

Abstain: Director Albert Garza III from Inv. 2025-146; 2025-144; and 2025-134 for GDJ Engineering Inc.

The Claims are as follows:

2-C Approval of Claims

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board that an affidavit was filed by Director Albert Garza III and he would be abstaining from voting on Claim #2025-145 and #2025-142 for GDJ Engineering, LLC.

Mr. Victor Barron, RMA Chief Financial Officer, went over the Claims and presented them into the record. Mr. Barron read in an additional claim for the following: Union Pacific Railroad Inv#90149731 for the Harlingen Bypass Project. Staff recommended approval.

Director Esparza moved to approve the Claims as presented with the additional claim read in. The motion was seconded by Vice Chairman Scaief and carried as follows:

Ayes: Chairman Parker, Vice Chairman Scaief, Secretary Nelson, Director Esparza, and Director Leo Garza.

Nays: n/a

Abstain: Director Albert Garza III on Claim #2025-145 and #2025-142 for GDJ Engineering, LLC.

The Claims are as follows:

Note: Treasurer Villarreal arrived at the meeting at 12:14 p.m.

2-D Consideration and Approval of the Financial Statements and Budget Amendments for the Month of August 2025.

Mr. Victor Barron, RMA Chief Financial Officer, advised the board of the need to approve the Financial Statements for the month of August 2025. Mrs. Janett Huerta, RMA Toll Operations Administrator, went over the Toll Report for the Month of August 2025. Staff recommended approval.

Director Esparza moved to approve the Financial Statements and Budget Amendments for the Month of August 2025. The motion was seconded by Director Leo Garza and carried unanimously.

The Financials are as follows:

2-E Consideration and Approval of the Cameron County Regional Mobility Authority Quarterly Investment Report for the Period Ending August 31, 2025.

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board that an affidavit was filed by Vice Chairman Michael Scaief, Director Leo Garza and Director Mark Esparza and would be abstaining from any discussion and vote.

Mr. Victor Barron, RMA Chief Financial Officer, advised the board of the need to approve the Cameron County Regional Mobility Authority Quarterly Investment Report for Period Ending August 31, 2025. Staff recommended approval.

Treasurer Villarreal moved to approve the Cameron County Regional Mobility Authority Quarterly Investment Report for the Period Ending August 31, 2025. The motion was seconded by Secretary Nelson and carried as follows:

Ayes: Chairman Parker, Treasurer Villareal, Secretary Nelson, Director Albert Garza III

Nays: n/a

Abstain: Vice Chairman Scaief, Director Esparza and Director Leo Garza.

The Quarterly Investment Report is as follows:

2-F Consideration and Approval of the Cameron County Regional Mobility Authority Investment Policy.

Mr. Victor Barron, RMA Chief Financial Officer, advised the board of the need to approve the Cameron County Regional Mobility Authority Investment Policy. Staff recommended approval.

Secretary Nelson moved to approve the Cameron County Regional Mobility Authority Investment Policy. The motion was seconded by Vice Chairman Scaief and carried unanimously.

The Investment Policy is as follows:

2-G Consideration and Approval of the Cameron County Regional Mobility Authority Cost Allocation Plan.

Mr. Victor Barron, RMA Chief Financial Officer, advised the board of the need to approve the Cameron County Regional Mobility Authority Cost Allocation Plan. Staff recommended approval.

Director Esparza moved to approve the Cameron County Regional Mobility Authority Cost Allocation Plan. The motion was seconded by Director Leo Garza and carried unanimously.

The Cost Allocation Plan is as follows:

2-H Consideration and Approval of the Cameron County Regional Mobility Authority Annual Compliance Report for Submittal to the Texas Department of Transportation as Required by 43 Texas Administrative Code.

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board of the need to approve the Cameron County Regional Mobility Authority Annual Compliance Report for Submittal to the Texas Department of Transportation as Required by 43 Texas Administrative Code. Staff recommended approval.

Secretary Nelson moved to approve the Cameron County Regional Mobility Authority Annual Compliance Report for Submittal to the Texas Department of Transportation as Required by 43 Texas Administrative Code. The motion was seconded by Vice Chairman Scaief and carried unanimously

The Annual Compliance Report is as follows:

2-I Consideration and Approval of Payment of Invoices and Release of Check to ZIWA Corporation for the Free Trade Bridge (Los Indios) Port of Entry Export Building Renovation Donation Acceptance Program Project and Anahuac Infrastructure LLC for the SH 550 Maintenance Project.

Mr. Victor Barron, RMA Chief Financial Officer, advised the board of the need to approve the Payment of Invoices and Release of Check to ZIWA Corporation for the Free Trade Bridge (Los Indios) Port of Entry Export Building Renovation Donation Acceptance Program Project and Anahuac Infrastructure LLC for the SH 550 Maintenance Project. Mr. Barron further advised Ziwa Corporation September Invoice is for \$92,000 and Anahuac Infrastructure LLC Pay App #3 is for \$175,000. Staff recommended approval.

Director Leo Garza moved to approve the Payment of Invoices and Release of Check to ZIWA Corporation for the Free Trade Bridge (Los Indios) Port of Entry Export Building Renovation Donation Acceptance Program Project and Anahuac Infrastructure LLC for the SH 550 Maintenance Project. The motion was seconded by Director Esparza and carried unanimously.

2-J Consideration and Approval of a Contract for Financial Management and Accounting Software with CentralSquare Technologies, LLC.

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board of the need to approve the contract for Financial Management Accounting Software with CentralSquare Technologies, LLC. Mr.

Sepulveda further advised that the board had previously approved the award of the proposal to Central Square Technologies, LLC, for Financial and HR systems in the amount of \$75,000. Mr. Sepulveda recommended the board approve the contract subject to final legal review. Staff recommended approval.

Secretary Nelson moved to approve the Contract for Financial Management and Accounting Software with CentralSquare Technologies, LLC. subject to final legal review. The motion was seconded by Director Leo Garza and carried unanimously.

The Contract is as follows:

2-K Consideration and Approval of an Interlocal Agreement between the Cameron County Regional Mobility Authority and the Town of Rancho Viejo.

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board of the need to approve an Interlocal Agreement between the Cameron County Regional Mobility Authority and the Town of Rancho Viejo. Mr. Sepulveda further advised that this interlocal agreement is similar to those used with other cities in Cameron County and would primarily be used for planning studies and assist the city in acquiring state or federal money from TxDOT for hike and bike trail projects. Staff recommended approval.

Director Esparza moved to approve the Interlocal Agreement between the Cameron County Regional Mobility Authority and the Town of Rancho Viejo. The motion was seconded by Vice Chairman Scaief and carried unanimously.

The Interlocal Agreement is as follows:

2-L Consideration and Approval of a Resolution and an Interlocal Agreement between the Cameron County Regional Mobility Authority and the Hidalgo County Regional Mobility Authority Authorizing the CCRMA to Provide Tolling Services for the SH 365 Tollway Project in Hidalgo County.

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board of the need to approve a Resolution and an Interlocal Agreement between the Cameron County Regional Mobility Authority and the Hidalgo County Regional Mobility Authority Authorizing the Cameron County Regional Mobility Authority (CCRMA) to Provide Tolling Services for the SH 365 Tollway Project in Hidalgo County. Mr. Sepulveda further advised that this interlocal agreement would be to manage the back-office system for Hidalgo County Regional Mobility Authority (HCRMA) once they get their toll road completed and placed in operation. Staff recommended approval subject to final legal review.

Director Leo Garza moved to approve the Resolution and an Interlocal Agreement between the Cameron County Regional Mobility Authority and the Hidalgo County Regional Mobility Authority Authorizing the CCRMA to Provide Tolling Services for the SH 365 Tollway Project in Hidalgo County. The motion was seconded by Secretary Nelson and carried unanimously.

The Resolution and Interlocal Agreement are as follows:

2-M Consideration and Approval of Change Order No. 1 with Anahuac Infrastructure, L.L.C. for SH 550 Maintenance Project Number 2025-SH550-1.

Mr. Eric Davila, RMA Chief Development Engineer, advised the board of the need to approve Change Order #1 with Anahuac Infrastructure, L.L.C. for SH 550 Maintenance Project Number 2025-SH550-1. Mr. Davila further advised that this change order is for additional signs, asphalt areas that were of concern, and adds additional days. The total amount of the change order is \$55,465.00. Staff recommended approval.

Director Esparza moved to approve Change Order No. 1 with Anahuac Infrastructure, L.L.C. for SH 550 Maintenance Project Number 2025-SH550-1. The motion was seconded by Director Leo Garza and carried unanimously.

The Change Order is as follows:

2-N Consideration and Approval of Work Authorization No. 8 with R.R.P. Consulting Engineers, L.L.C for Old Alice Road.

Mr. Eric Davila, RMA Chief Development Engineer, advised the board of the need to approve Work Authorization No. 8 with R.R.P. Consulting Engineers, L.L.C. for Old Alice Road. Mr. Davila further advised that this work authorization was for Right of Way staking for utility locations. He also advised that the project is already at 100% PS&E and the Wetland Report should be submitted within the next few days. Letting for the project is scheduled for March of 2026. Staff recommended approval.

Vice Chairman Scaief moved to approve Work Authorization No. 8 with R.R.P. Consulting Engineers, L.L.C. for Old Alice Road. The motion was seconded by Director Albert Garza III and carried unanimously.

The Work Authorization is as follows:

2-O Consideration and Approval of Work Authorization No. 9 with R.R.P. Consulting Engineers, L.L.C. for the SH 550 Toll Optimization Project.

Mr. Eric Davila, RMA Chief Development Engineer, advised the board of the need to approve Work Authorization No. 9 with R.R.P. Consulting Engineers, L.L.C. for the SH 550 Toll Optimization Project. Mr. Davila further advised that the work authorization was broken up into three major parts which are: NTP#1 for project management & coordination of SH 48 alternatives and geometric feasibility of Old Alice Road (OAR) alternatives; NTP#2 for the geometric analysis of the OAR alternatives yielding a feasible result; NTP#3 is once feasibility checks of the OAR alternatives are complete, Toll Optimization may begin. He also advised that the total amount of Work Authorization No. 9 is \$198,921.14. Staff recommended approval.

Director Esparza moved to approve Work Authorization No. 9 with R.R.P. Consulting Engineers, L.L.C. for the SH 550 Toll Optimization Project. The motion was seconded by Director Leo Garza and carried unanimously.

The Work Authorization is as follows:

2-P Consideration and Approval of Work Authorization No. 10 with R.R.P. Consulting Engineers, L.L.C. for the South Parallel Corridor Phase III Project.

Mr. Eric Davila, Chief Development Engineer, advised the board of the need to approve Work Authorization No. 10 with R.R.P. Consulting Engineers, L.L.C. for the South Parallel Corridor Phase III Project. Mr. Davila also advised that this work authorization was for Advance Project Development (APD) and PS&E for a new location roadway consisting of a 2-lane rural cross section within a 120 ft. ROW. He further advised that the project is fully funded and should be letting in March 2026. Staff recommended approval.

Secretary Nelson moved to approve Work Authorization No. 10 with R.R.P. Consulting Engineers, L.L.C. for the South Parallel Corridor Phase III Project. The motion was seconded by Treasurer Villarreal and carried as follows:

Ayes: Chairman Parker, Treasurer Villareal, Secretary Nelson, Director Leo Garza, Director Mark Esparza, and Director Albert Garza, III

Nays: n/a

Abstain: Vice Chairman Scaief

The Work Authorization is as follows:

2-Q Consideration and Approval of the Cameron County Regional Mobility Authority Budget for Fiscal Year 2025-2026.

Mr. Victor Barron, RMA Chief Financial Officer, advised the board of the need to approve the Cameron County Regional Mobility Authority Fiscal Year 2025-2026 Annual Budget. Mr. Barron further advised that the reserve funds associated with debt services are in order. Staff Recommends Approval.

Vice Chairman Scaief moved to approve the Cameron County Regional Mobility Authority Budget for Fiscal Year 2025-2026. The motion was seconded by Treasurer Villarreal and carried unanimously.

The budget is as follows:

Director Leo Garza motioned to go into Executive Session at 12:52 pm. The motion was seconded by Director Esparza and carried unanimously.

3. EXECUTIVE SESSION

3-A Confer with Legal Counsel for the Cameron County Regional Mobility Authority Regarding the Employment Contract with the Cameron County Regional Mobility Authority Executive Director, Pedro Sepulveda, Jr., Including to Deliberate the Evaluation of the Executive Director Pursuant to V.T.C.A., Government Code, Section 551.071(2) and Section 551.074.

3-B Confer with Cameron County Regional Mobility Authority Legal Counsel Regarding Legal Issues on Matters Involving Potential Economic Development Incentives, Pursuant to V.T.C.A. Government Code, Section 551.071(2) and 551.087.

Treasurer Villarreal motioned to come back from Executive Session at 1:22 pm. The motion was seconded by Director Esparza and carried unanimously.

4. Possible Action Relative to Executive Session

4-A Possible Action

Treasurer Villarreal moved to acknowledge the report of legal counsel. The motion was seconded by Director Leo Garza and carried unanimously.

4-B Possible Action

Treasurer Villarreal moved to acknowledge the report of legal counsel. The motion was seconded by Secretary Nelson and carried unanimously.

ADJOURNMENT

There being no further business to come before the Board and upon motion by Director Leo Garza and seconded by Treasurer Villarreal and carried unanimously, the meeting was **ADJOURNED** at 1:23 P.M.

APPROVED this 30th day of October 2025.


CHAIRMAN FRANK PARKER, JR.

ATTESTED: 
ARTURO A. NELSON, SECRETARY



IMPROVING MORE THAN JUST ROADS

POSTED ON WEB
09/19/2025
AT 9:35 A.M.

AGENDA
Regular Meeting of the Board of Directors
of the
Cameron County Regional Mobility Authority
3470 Carmen Avenue, Suite 5
Rancho Viejo, Texas 78575
September 25, 2025
12:00 PM

PUBLIC COMMENTS:

1. Public Comments.

ITEMS FOR DISCUSSION AND ACTION:

2. Action Items.

- A. Consideration and Approval of the August 28, 2025, Regular Meeting Minutes and of the August 28, 2025 Special Meeting.**
- B. Acknowledgement of Claims.**
- C. Approval of Claims.**
- D. Consideration and Approval of the Financial Statements and Budget Amendments for the Month of August 2025.**
- E. Consideration and Approval of the Cameron County Regional Mobility Authority Quarterly Investment Report for the Period Ending August 31, 2025.**
- F. Consideration and Approval of the Cameron County Regional Mobility Authority Investment Policy**
- G. Consideration and Approval of the Cameron County Regional Mobility Authority Cost Allocation Policy.**
- H. Consideration and Approval of the Cameron County Regional Mobility Authority Annual Compliance Report for Submittal to the Texas Department of Transportation as Required by 43 Texas Administrative Code §26.25.**

- I. Consideration and Approval of Payment of Invoice and Release of Check to ZIWA Corporation for the Free Trade Bridge (Los Indios) Port of Entry Export Building Renovation Donation Acceptance Program Project and Anahuac Infrastructure LLC for the SH 550 Maintenance Project.**
- J. Consideration and Approval of a Contract for Financial Management and Accounting Software with CentralSquare Technologies, LLC.**
- K. Consideration and Approval of an Interlocal Agreement between the Cameron County Regional Mobility Authority and the Town of Rancho Viejo.**
- L. Consideration and Approval of a Resolution and an Interlocal Agreement between the Cameron County Regional Mobility Authority and the Hidalgo County Regional Mobility Authority Authorizing the CCRMA to Provide Tolling Services for the SH 365 Tollway Project in Hidalgo County, Texas.**
- M. Consideration and Approval of Change Order No. 1 with Anahuac Infrastructure, L.L.C. for SH 550 Maintenance Project Number 2025- SH 550-1.**
- N. Consideration and Approval of Work Authorization No. 8 with R.R.P. Consulting Engineers, L.L.C. for the Old Alice Road Project.**
- O. Consideration and Approval of Work Authorization No. 9 with R.R.P. Consulting Engineers, L.L.C. for the SH 550 Toll Optimization Project.**
- P. Consideration and Approval of Work Authorization No. 10 with R.R.P. Consulting Engineers, L.L.C. for the South Parallel Corridor Phase III Project.**
- Q. Consideration and Approval of the Cameron County Regional Mobility Authority Budget for Fiscal Year 2025-2026.**

3. Executive Session

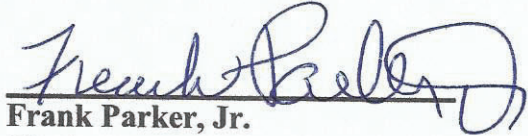
- A. Confer with Legal Counsel for the Cameron County Regional Mobility Authority Regarding the Employment Contract with the Cameron County Regional Mobility Authority Executive Director, Pedro Sepulveda, Jr., Including to Deliberate the Evaluation of the Executive Director Pursuant to V.T.C.A., Government Code, Section 551.071(2) and Section 551.074.**
- B. Confer with Cameron County Regional Mobility Authority Legal Counsel Regarding Legal Issues on Matters Involving Potential Economic Development Incentives, Pursuant to V.T.C.A., Government Code, Section 551.071(2) and 551.087.**

4. Action Relative to Executive Session.

- A. Possible Action.**
- B. Possible Action.**

ADJOURNMENT:

Signed this 19th day of September 2025

A handwritten signature in blue ink, appearing to read "Frank Parker, Jr.", written over a horizontal line.

Frank Parker, Jr.
Chairman

NOTE:

Participation by Telephone Conference Call – One or more members of the CCRMA Board of Directors may participate in this meeting through a telephone conference call, as authorized by Sec. 370.262, Texas Transportation Code. Each part of the telephone conference call meeting that by law must be open to the public shall be audible to the public at the meeting location and will be recorded. On conclusion of the meeting, the recording will be made available to the public.

A copy of the proposed budget as well as a taxpayer impact statement are available on the CCRMA's website at www.ccrma.org

2-B ACKNOWLEDGEMENT OF CLAIMS.

Claims for Acknowledgement



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY Claims September 17, 2025

Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
GDJ Engineering	2025-134	\$ 9,009.62	MPO Proj August 2025	Indirect	Y	Local	TRZ
		<u>9,009.62</u>					

Interlocal Agreement

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Pathfinder Public Affairs, Inc	90-B	\$ 10,000.00	Consulting Services ILA June 2025	CC - Consulting Services PF	Y	Local	Ope
Pathfinder Public Affairs, Inc	91-B	10,000.00	Consulting Services ILA July 2025	CC - Consulting Services PF	Y	Local	Ope
R.R.P. Consulting Engineers, L.L.C.	U2972.ALL-08	12,955.86	Veterans POV July 2025	CC- Veterans Bridge	Y	Local	Ope
R.R.P. Consulting Engineers, L.L.C.	U3048-21	4,658.88	West Blvd APD & PS&E June 2025	West Rail Corridor	Y	Local	Ope
GDJ Engineering	2025-146	10,608.36	Primera Rd Sidewalk Improv August 2025	Primera Rd Sidewalk Improvements Project	Y	Local	Restri
GDJ Engineering	2025-144	8,116.46	Hike & Bike Project August 2025	COLF Hike & Bike Trail Project	Y	Local	Restri
		<u>56,339.56</u>					

Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Fagan Consulting LLC	BOS-2508	\$ 2,692.23	Back Office System Transition Support August 2025	Indirect	Y	Local	Tolls
Public Utilities Board	588837 9.25	186.87	Electricity 180042 SH550 LOC Port Spur - SH550 Sept 2025		Y	Local	Tolls
		<u>2,879.10</u>					
	Ope	9,009.62					
	Interlocal Agree	56,339.56					
	Tolls	<u>2,879.10</u>					
	Total Transfer	<u>68,228.28</u>					

Reviewed by:

Monica R. Ibarra,
Accountant

M. R. Ibarra 9.17.25

Victor J. Barron,
Chief Financial Officer

V. J. Barron 9.17.25

Pete Sepulveda Jr.,
Executive Director

P. Sepulveda Jr. 9.17.25



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims September 11, 2025

Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Allegra Print & Imaging	162954	\$ 102.00	Business Cards Qty 250 Mark	Indirect	Y	Local	Ope
Alliance for Interstate 69 Texas	Gold Sponsorship	5,000.00	Gold Sponsorship I-69 2025 Annual Meeting	Indirect	Y	Local	Ope
Amazon Capital Services	1NKM-MJYT-KWN6	2,097.76	Office Supplies & Furniture Admin/Tolls August 2025	Indirect	Y	Local	Ope
Bernard's Electric, LLC	572748	120.00	Replaced Toilet Kit in the Boardroom Bathroom	Indirect	Y	Local	Ope
CDW Government LLC, CDW Government	AF8AA5B	944.04	HP Cartridge Toner Yellow, Magenta, Cyan, Black	Indirect	Y	Local	Ope
CheckMark	119054 8/25	78.25	Time Clock Services August 2025	Indirect	Y	Local	Ope
Alejandro Garcia	Travel AG Aug 2025	381.50	Travel Reimbursement AG Aug	Indirect	Y	Local	Ope
PEDRO SEPULVEDA JR.	Travel PSJ Aug 25	1,407.95	Travel Reimbursement PSJ August 2025	Indirect	Y	Local	Ope
Rentfro, Irwin, & Irwin, P.L.L.C	3259	5,267.51	Legal Expenses August 2025	Indirect	Y	Local	Ope
Charter Communications	185525901090125	774.06	Internet/Phones Sept 2025	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030007806 8/25	37.93	Water & Wastewater Ste 7 August 2025	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030007907 8/25	37.37	Water & Wastewater Ste 6 August 2025	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008005 8/25	37.61	Water & Wastewater Ste 4 August 2025	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008105 8/25	38.01	Water & Wastewater Ste 3 August 2025	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008306 8/25	36.68	Water & Wastewater Ste 8 August 2025	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008406 8/25	36.76	Water & Wastewater Ste 5 August 2025	Indirect	Y	Local	Ope
		<u>16,397.43</u>					

Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Aflac	313068	\$ 255.18	Employee Supplemental Insurance September 2025	Indirect	Y	Local	Tolls
Amazon Capital Services	1NKM-MJYT-KWN6	1,291.04	Office Supplies & Furniture Admin/Tolls August 2025	Indirect	Y	Local	Tolls
Bernard's Electric, LLC	572743	620.00	Two Access Points In Tolls Attic	Indirect	Y	Local	Tolls
Bernard's Electric, LLC	572744	250.00	Thermostat was replaced on Tolls A/C	Indirect	Y	Local	Tolls
Bernard's Electric, LLC	572750	180.00	Unclogged Pipe in tolls and added a drain	Indirect	Y	Local	Tolls
Brownsville Police Officers Association	39th BPOA Platinum	2,500.00	39th BPOA Surf Fishing Tournament Platinum	Indirect	Y	Local	Tolls
Alejandro Garcia	Travel AG Aug 2025	28.65	Travel Reimbursement AG Aug 2025	Indirect	Y	Local	Tolls
LexisNexis Risk Solutions FL Inc	1100194189	123.94	Address and Name Lookup August 2025	Indirect	Y	Local	Tolls
Prisciliano Delgado	10643	250.00	Lawn Care August 2025	Indirect	Y	Local	Tolls
Hugo Dante Salinas Jr	0205	135.00	Road Closure 8.29.25	Indirect	Y	Local	Tolls
Rentfro, Irwin, & Irwin, P.L.L.C	3259	913.74	Legal Expenses August 2025	Indirect	Y	Local	Tolls
Charter Communications	185399301090125	590.94	Ethernet Intrastate 2129 Fm 511 Sept 2025	Direct Connectors - SH550	Y	Local	Tolls
Charter Communications	185525901090125	774.06	Internet/Phones Sept 2025	Indirect	Y	Local	Tolls
Charter Communications	239414901090125	590.94	Ethernet Intrastate 7301 Metropolis Dr Sept 2025	Direct Connectors - SH550	Y	Local	Tolls
United States Postal Service	FC Stamps 9.11.25	780.00	First Class Stamps 1000Qty	Indirect	Y	Local	Tolls
Valley Municipal Utility District	3010066802 8/25	57.20	Water & Wastewater Tolls August 2025	Indirect	Y	Local	Tolls
Xtreme Security	112547	119.85	Security Tolls Sept-Nov 2025	Indirect	Y	Local	Tolls
		<u>9,460.54</u>					
	Ope	16,397.43					
	Tolls	<u>9,460.54</u>					
	Total Transfer	<u>25,857.97</u>					

Reviewed by:

Monica R. Ibarra,
Accountant

Monica R. Ibarra 9.11.25

Victor J. Barron,
Chief Financial Officer

Victor J. Barron 9.12.25

Pete Sepulveda Jr,
Executive Director

Pete Sepulveda Jr 9.12.25



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims September 3, 2025

Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	AMEX Aug 2025	\$ 1,491.63	Credit Card August 2025	Indirect	Y	Local	Ope
Culligan of the Rio Grande Valley	320895 8/25	26.97	Bottled Water Delivery Aug 2025	Indirect	Y	Local	Ope
MPC Studios, Inc	35777	334.00	Website Hosting September 2025	Indirect	Y	Local	Ope
Republic Services	0863-002789499	144.64	Waste Container Sept 2025	Indirect	Y	Local	Ope
RingCentral, Inc.	CD_001208087	382.29	Phone Systems Sept 2025	Indirect	Y	Local	Ope
Verizon Wireless	6121781174	75.98	Internet HotSpot Aug 2025	Indirect	Y	Local	Ope
		<u>2,455.51</u>					

Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	AMEX Aug 2025	\$ 466.70	Credit Card August 2025	Indirect	Y	Local	Tolls
Culligan of the Rio Grande Valley	320895 8/25	57.95	Bottled Water Delivery Aug 2025	Indirect	Y	Local	Tolls
FRANCISCO J SANMIGUEL	Travel CC FSM 2-4	1,869.00	Travel Reimbursement FSM CC Feb-Apr 2025	Indirect	Y	Local	Tolls
Matus Contractor Company	916	200.00	Maintenance Support to CCRMA Staff at IOP Building	Indirect	Y	Local	Tolls
Matus Contractor Company	932	1,623.75	Technical Assistance on FM550	Indirect	Y	Local	Tolls
NSA Property Holdings LLC d/b/a Move It Storage-Los Fresnos	Unit #923 9/25	417.00	Storage Unit #923 September 2025	Indirect	Y	Local	Tolls
Public Utilities Board	600710 8/25	217.68	Electricity 100 Fm 511 Hwy Aug 2025	Direct Connectors - SH550	Y	Local	Tolls
RingCentral, Inc.	CD_001208087	354.37	Phone Systems Sept 2025	Indirect	Y	Local	Tolls
Hugo Dante Salinas Jr	0204	157.50	SH 550 Road Closure 8.27.25	Indirect	Y	Local	Tolls
Verizon Wireless	6121781174	75.98	Internet HotSpot Aug 2025	Indirect	Y	Local	Tolls
		<u>5,439.93</u>					
	Ope	2,455.51					
	Tolls	<u>5,439.93</u>					
	Total Transfer	<u>7,895.44</u>					

Reviewed by:

Monica R. Ibarra,
Accountant

Victor J. Barron,
Chief Financial Officer

Pete Sepulveda Jr,
Executive Director

[Handwritten Signature] 9.3.25
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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims August 28, 2025

Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Alert Termite & Pest Control Co	10678	\$ 70.00	Pest Control Services Admin/Tolls Aug 2025	Indirect	Y	Local	Ope
Diamante Super Clean	38	850.00	Janitorial Services August 2025	Indirect	Y	Local	Ope
Direct Energy Business, LLC	252330057614391	78.21	Electricity Ste 7 Aug 2025	Indirect	Y	Local	Ope
Direct Energy Business, LLC	252330057614392	141.13	Electricity Ste 3 Aug 2025	Indirect	Y	Local	Ope
Direct Energy Business, LLC	252330057614521	61.61	Electricity Ste 5 Aug 2025	Indirect	Y	Local	Ope
Direct Energy Business, LLC	252330057614522	123.23	Electricity Ste 4 Aug 2025	Indirect	Y	Local	Ope
Direct Energy Business, LLC	252330057614523	446.71	Electricity Tolls Aug 2025	Indirect	Y	Local	Ope
Gexa Energy, LP	31055644	151.05	Electricity Ste 6 Aug 2025	Indirect	Y	Local	Ope
Kapsch TrafficCom USA, Inc	486026SI00811	9,132.28	CO#15 Point to Point Network Hardware Upgrade A-1	Indirect	Y	Local	Bond Pro
NRG Energy, Inc	119012517076	100.57	Electricity Ste 8 Aug 2025	Indirect	Y	Local	Ope
R.R.P. Consulting Engineers, L.L.C.	U2716.441-11	9,433.45	South Parallel Corridor Phase III May 2025	South Parallel Corridor	Y	Local	TRZ
Toshiba Financial Services	562708974	347.70	Printer Admin Sept 2025	Indirect	Y	Local	Ope
		<u>20,935.94</u>					

Interlocal Agreement

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
R.R.P. Consulting Engineers, L.L.C.	U2716.441-11	\$ 633.20	South Parallel Corridor Phase III May 2025	South Parallel Corridor	Y	Local	Ope
		<u>633.20</u>					

Tolls


Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Alert Termite & Pest Control Co	10678	\$ 55.00	Pest Control Services Admin/Tolls Aug 2025	Indirect	Y	Local	Tolls
Direct Energy Business, LLC	252340057623452	229.02	Electricity 570 Fm 511 Aug 2025	Direct Connectors - SH550	Y	Local	Tolls
Direct Energy Business, LLC	252340057623453	407.91	Electricity 1895 Fm 511 #1 Aug 2025	FM1847 - SH550	Y	Local	Tolls
Direct Energy Business, LLC	252340057624579	140.39	Electricity 1505 Fm 511 Aug 2025	Direct Connectors - SH550	Y	Local	Tolls
Direct Energy Business, LLC	252340057624580	106.05	Electricity 1705 Fm 511 Aug 2025	Direct Connectors - SH550	Y	Local	Tolls
Harlingen Area Chamber of Commerce	46739	3,000.00	2025 Annual Gala Sponsorship- Ruby Red	Indirect	Y	Local	Tolls
Matus Contractor Company	930	750.00	Asphalt Liter Clean Up Hwy550	Indirect	Y	Local	Tolls
		<u>4,688.37</u>					
	Ope	20,935.94					
	Interlocal Agree	633.20					
	Tolls	<u>4,688.37</u>					
	Total Transfer	<u>26,257.51</u>					

Reviewed by:

Monica R. Ibarra,
Accountant

 8.28.25

Victor J. Barron,
Chief Financial Officer

 8.29.25

Pete Sepulveda Jr,
Executive Director

 8.28.25

2-C APPROVAL OF CLAIMS.



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
BOD Claims September 25, 2025

Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
R.R.P. Consulting Engineers, L.L.C.	TX2434.WA2-05	\$ 444,788.23	Outer Parkway APD/SPI WA 2 September 2025	Outer Parkway	Y	Local	TRZ
R.R.P. Consulting Engineers, L.L.C.	TX2434.WA5-01	47,870.75	SH 550 Maintenance Assessment 2025	SH 550	Y	Local	TRZ
R.R.P. Consulting Engineers, L.L.C.	U2716.190.222-25	25,516.43	East Loop PS&E, Geo, Utilities WA 22 Aug 2025	SH 32 (East Loop)	Y	Local	TRZ
R.R.P. Consulting Engineers, L.L.C.	U2716.441-13	32,280.11	South Parallel Corridor Phase III WA 41 August 2025	South Parallel Corridor	Y	Local	TRZ
R.R.P. Consulting Engineers, L.L.C.	U2716.500-28	168,186.69	East Loop APD WA 5 August 2025	SH 32 (East Loop)	Y	Local	TRZ
Texas County District Retirement System	TCDRS Aug- Sept 2025	17,567.85	TCDRS August- September 2025	Indirect	Y	Local	Ope
TML Health Benefits Pool	PCAMERO62510	13,785.60	Employee Health Benefits October 2025	Indirect	Y	Local	Ope
		<u>749,995.66</u>					

Interlocal Agreements

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
GDJ Engineering	2025-145	\$ 34,910.64	North Williams Rd August 2025	N. Williams Road	Y	Local	Ope
GDJ Engineering	2025-142	113,535.96	Dana Rd Proj August 2025	Dana Rd	Y	Local	Restri
R.R.P. Consulting Engineers, L.L.C.	TX2434.WA2-05	73,104.55	Outer Parkway APD/SPI WA 2 September 2025	Outer Parkway	Y	Local	Restri
R.R.P. Consulting Engineers, L.L.C.	U2716.230-12	19,119.45	FM 509 APD WA 32 August 2025	FM 509	Y	Local	Ope
R.R.P. Consulting Engineers, L.L.C.	U2716.331-11	38,087.10	Whipple Rd WA 31 September 2025	Whipple Rd	Y	Local	Restri
R.R.P. Consulting Engineers, L.L.C.	U2716.500-28	93,012.92	East Loop APD WA 5 August 2025	SH 32 (East Loop)	Y	Local	Ope
		<u>371,770.62</u>					

Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Top Notch Fence, Inc. dba Dependable Fence	2174	\$ 32,900.00	Repair on SH550/SH48 North End Guard Rail	Indirect	Y	Local	Tolls
Harris County Toll Road Authority	CCRMA August 2025	30,000.00	Flat Service Fee HCTRA August 2025	Indirect	Y	Local	Tolls
Kapsch TrafficCom USA, Inc	486026SI	22,520.70	Toll System Support August 2025	Indirect	Y	Local	Tolls
SpawGlass Contractors, Inc.	3025307.01	34,625.06	Demo 4 Residential Doors and Replace with Metal at Tolls	Indirect	Y	Local	Tolls
Texas County District Retirement System	TCDRS Aug- Sept 2025	9,397.72	TCDRS August- September 2025	Indirect	Y	Local	Tolls
TML Health Benefits Pool	PCAMERO62510	15,567.72	Employee Health Benefits October 2025	Indirect	Y	Local	Tolls
		<u>145,011.20</u>					
	Operations	\$ 749,995.66					
	Interlocal Agree	371,770.62					
	Tolls	<u>145,011.20</u>					
	Total Transfer	<u>\$ 1,266,777.48</u>					

Reviewed by:

Victor J. Barron,
Chief Financial Officer



9.18.25

Pete Sepulveda Jr.,
Executive Director



09.18.25

**2-D CONSIDERATION AND APPROVAL OF THE FINANCIAL
STATEMENTS AND BUDGET AMENDMENTS FOR THE MONTH OF
AUGUST 2025.**

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

August 2025 Financial Report



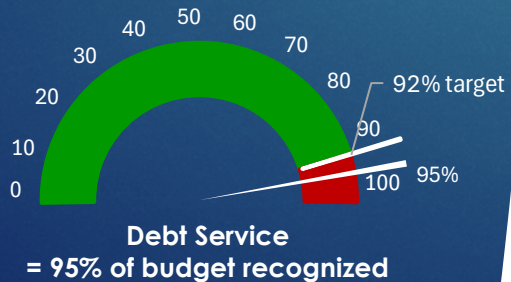
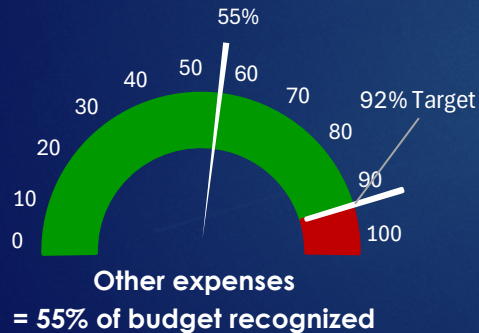
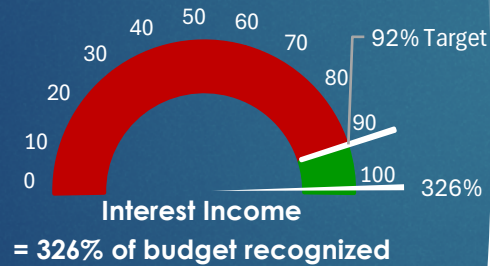
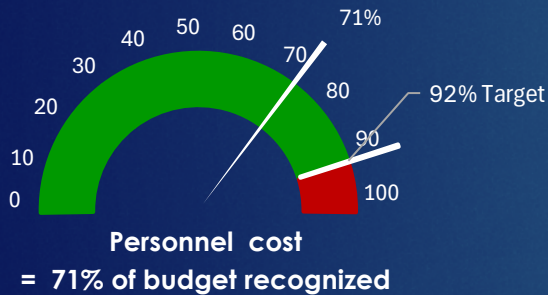
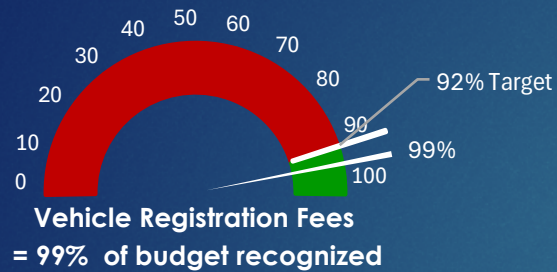
PETE SEPULVEDA, JR., EXECUTIVE DIRECTOR
VICTOR J. BARRON, CHIEF FINANCIAL OFFICER

Administrative Operations Revenues and Expenses Current Period

- ▶ Total operating revenues Current Period Actual decreased 3.75% compared to Prior Year Current Period Actual.
- ▶ Total operating income Current Period Actual decreased 7.91% compared to Prior Year Current Period
- ▶ Current Period Actual Net Position (\$519,777).

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY			
Statement of Revenues and Expenses - Monthly R&E - Unposted Transactions Included In Report			
From 8/1/2025 Through 8/31/2025			
	Current Period Actual	Prior Year Current Period Actual	Current Period % Change
Operating Revenues			
Vehicle registration fees	\$ 303,750	\$ 307,340	(1.17)
Interlocal agreements	13,000	21,738	(40.20)
Total Operating Revenues	316,750	329,078	(3.75)
Operating Expenses			
Personnel costs	74,728	63,711	17.29
Professional services	20,268	17,050	18.87
Advertising & marketing	334	10,093	(96.69)
Data processing	1,407	885	58.96
Fiscal agent fees	-	1,375	(100.00)
Insurance	1,878	973	93.05
Maintenance & repairs	920	3,326	(72.34)
Office supplies	3,123	1,343	132.65
Leases	105	426	(75.42)
Travel	1,789	147	1,114.01
Utilities	2,558	2,321	10.23
Contingency	204	-	100.00
Total Operating Expenses	107,314	101,650	5.57
Total Operating Income	209,436	227,429	(7.91)
Non Operating Revenues			
Interest income	91,461	107,688	(15.07)
Total Non Operating Revenues	91,461	107,688	(15.07)
Non Operating Expenses			
Debt principal and interest	404,063	426,763	(5.32)
Project expenses	416,611	129,276	222.26
Total Non Operating Expenses	820,673	556,039	47.59
Total Changes in Net Position	\$ (519,777)	\$ (220,922)	135.28

Administrative Operations Revenues and Expenses Year-to-Date Budget Performance



*The target for August 2025 is 92%, which corresponds to 11 out of 12 months of the fiscal year.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Revenues and Expenses - Monthly R&E - Unposted Transactions Included In Report
From 8/1/2025 Through 8/31/2025

	Current Year Actual	Prior Year Actual	Original Budget	Annual Budget Variance - Original	Current Year % Change
Operating Revenues					
Vehicle registration fees	\$ 3,450,690	\$ 3,264,560	\$ 3,490,000	\$ (39,310)	5.70
Interlocal agreements	143,000	223,843	425,700	(282,700)	(36.12)
Other revenues	-	4,188	-	-	(100.00)
Total Operating Revenues	3,593,690	3,492,591	3,915,700	(322,010)	2.89
Operating Expenses					
Personnel costs	1,081,782	1,022,463	1,528,524	446,742	5.80
Professional services	245,615	224,101	311,000	65,385	9.60
Advertising & marketing	51,525	32,003	62,000	10,475	61.00
Data processing	37,059	29,994	40,000	2,941	23.55
Dues & memberships	20,443	25,000	30,000	9,557	(18.23)
Education & training	240	199	10,000	9,760	20.60
Fiscal agent fees	3,090	10,855	52,590	49,500	(71.53)
Insurance	10,172	4,481	11,200	1,028	127.01
Maintenance & repairs	11,407	15,656	85,000	73,593	(27.14)
Office supplies	19,525	26,126	46,050	26,525	(25.26)
Leases	2,601	27,869	2,870	269	(90.67)
Travel	29,032	26,705	30,000	968	8.71
Utilities	24,023	24,641	34,150	10,127	(2.51)
Contingency	10,574	37,980	131,491	120,917	(72.16)
Total Operating Expenses	1,547,087	1,508,075	2,374,875	827,788	2.59
Total Operating Income	2,046,603	1,984,516	1,540,825	505,778	3.13
Non Operating Revenues					
Interest income	1,386,426	987,310	425,000	961,426	40.42
TRZ revenue	8,808,638	7,624,815	9,000,000	(191,362)	15.53
Insurance proceeds	-	674,075	-	-	(100.00)
Total Non Operating Revenues	10,195,064	9,286,200	9,425,000	770,064	9.79
Non Operating Expenses					
Debt principal and interest	1,859,134	1,858,259	1,965,825	106,691	0.05
Project expenses	3,074,856	1,201,617	9,000,000	5,925,144	155.89
Total Non Operating Expenses	4,933,990	3,059,877	10,965,825	6,031,835	61.25
Total Changes in Net Position	\$ 7,307,676	\$ 8,210,840	\$ -	\$ 7,307,676	(11.00)

Unaudited Financial Statements Subject to Change

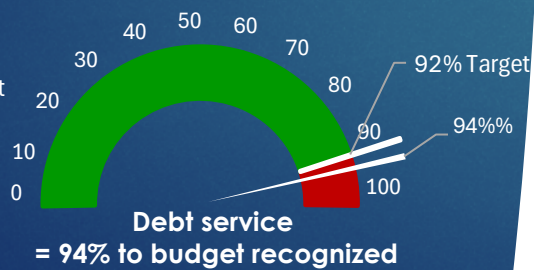
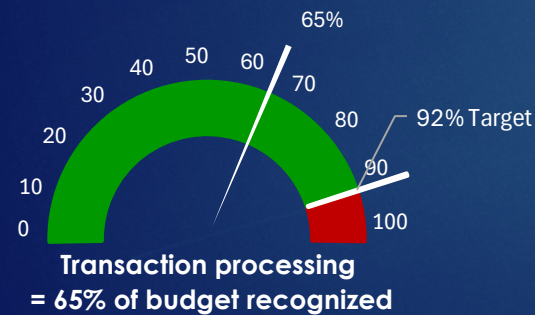
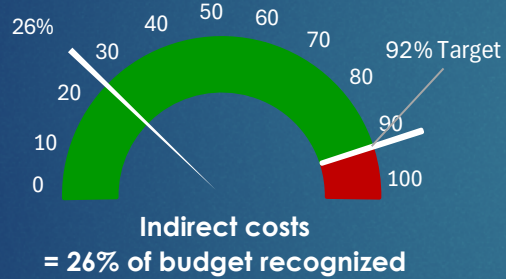
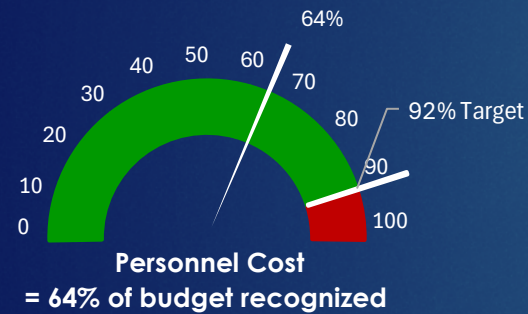
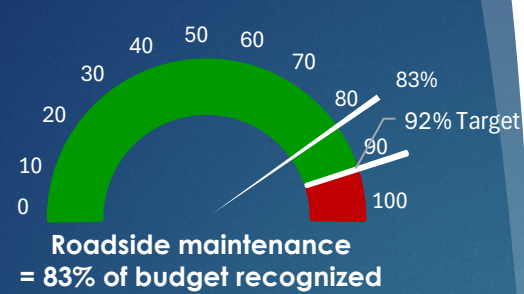
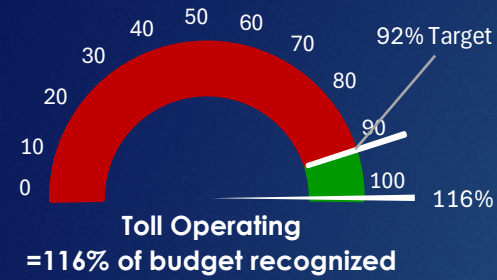
Toll Operation Revenues and Expenses Current Period

- ▶ Total toll operating revenues Current Period Actual increased 85.30% compared to Prior Year Current Period
- ▶ Total operating income Current Period Actual increased 152.97% compared to Prior Year Current Period
- ▶ Current Period Actual Net Position \$1,769,534

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY			
Toll Operations Revenues Expenses - Cash - Toll Operations Revenues Expenses - Cash - Unposted			
Transactions Included In Report From 8/1/2025 Through 8/31/2025			
	Current Period Actual	Prior Year Current Period Actual	Current Period % Change
Toll Operating Revenues			
Pay-By-Mail	\$ 389,197	\$ 137,650	182.74
Fuego revenues	95,802	74,915	27.88
Interop revenues			
Interop revenues	148,939	128,016	16.34
Total Interop revenues	148,939	128,016	16.34
Other Toll Revenues			
Interlocal agreement revenues	3,333	3,333	-
Total Other Toll Revenues	3,333	3,333	-
Total Toll Operating Revenues	637,272	343,915	85.30
Toll Operating Expenses			
Personnel costs	68,293	53,908	26.68
Transaction processing costs	35,097	39,507	(11.16)
Roadside maintenace	75,241	55,123	36.50
CSC indirect/overhead costs	15,945	20,381	(21.77)
Total Toll Operating Expenses	194,576	168,919	15.19
Total Operating Income	442,697	174,996	152.97
Non Operating Revenues			
Other Financing Sources			
Pass through grant revenues	2,074,030	1,694,190	22.42
Total Other Financing Sources	2,074,030	1,694,190	22.42
Total Non Operating Revenues	2,074,030	1,694,190	22.42
Non Operating Expenses			
Debt principal and interest	747,192	732,026	2.07
Total Non Operating Expenses	747,192	732,026	2.07
Changes in Net Position	\$ 1,769,534	\$ 1,137,160	55.61

Unaudited Financial Statements Subject to Change

Toll Operation Revenues and Expenses Year-to-Date Budget Performance



*The target for August 2025 is 92%, which corresponds to 11 out of 12 months of the fiscal year.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Toll Operations Revenues Expenses - Cash - Toll Operations Revenues Expenses - Cash - Unposted Transactions Included In Report From
8/1/2025 Through 8/31/2025

	Current Year Actual	Prior Year Actual	Original Budget	Annual Budget Variance - Original	Current Year % Change
Toll Operating Revenues					
Pay-By-Mail	\$ 3,811,428	\$ 3,170,696	\$ 3,250,000	\$ 561,428	20.21
Fuego revenues	955,735	766,977	750,000	205,735	24.61
Interop revenues					
Interop revenues	1,394,332	1,291,785	1,295,000	99,332	7.94
Bridge interoperability	-	326,913	-	-	(100.00)
Total Interop revenues	1,394,332	1,618,697	1,295,000	99,332	(13.86)
Other Toll Revenues					
Interlocal agreement revenues	40,927	110,172	43,600	(2,673)	(62.85)
Total Other Toll Revenues	40,927	110,172	43,600	(2,673)	(62.85)
Total Toll Operating Revenues	6,202,422	5,666,544	5,338,600	863,822	9.46
Toll Operating Expenses					
Personnel costs	737,073	634,947	1,153,685	416,612	16.08
Transaction processing costs	382,151	978,703	585,000	202,849	(60.95)
Roadside maintenace	609,262	553,086	737,100	127,838	10.16
CSC indirect/overhead costs	289,800	256,140	1,117,034	827,234	13.14
Total Toll Operating Expenses	2,018,286	2,422,877	3,592,819	1,574,533	(16.70)
Total Operating Income	4,184,136	3,243,667	1,745,781	2,438,355	28.99
Non Operating Revenues					
Other Financing Sources					
Pass through grant revenues	2,074,030	1,694,190	1,385,000	689,030	22.42
Insurance Recovery	-	147,774	-	-	(100.00)
Total Other Financing Sources	2,074,030	1,841,964	1,385,000	689,030	12.60
Total Non Operating Revenues	2,074,030	1,841,964	1,385,000	689,030	12.60
Non Operating Expenses					
Debt principal and interest	2,939,884	2,764,036	3,130,781	190,897	6.36
Total Non Operating Expenses	2,939,884	2,764,036	3,130,781	190,897	6.36
Changes in Net Position	\$ 3,318,282	\$ 2,321,595	\$ -	\$ 3,318,282	42.93

Unaudited Financial Statements Subject to Change

Combined Revenues and Expenses

- ▶ Total operating revenues Current Year Actual increased 6.95% compared to Prior Year Current Year
- ▶ Operating expenses in line with budget
- ▶ Total net change from operations increased 19.18% compared to Prior Year Current Year
- ▶ Current Year Actual Net Position \$10,625,958.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY Combined Statement of Revenues and Expenses - Unposted Transactions Included In Report From 8/1/2025 Through 8/31/2025

	Current Period Actual	Current Year Actual	Original Budget	Annual Budget Variance - Original	Prior Year Actual	Current Year % Change
Operating Revenues						
Vehicle registration fees	\$ 303,750	\$ 3,450,690	\$ 3,490,000	\$ (39,310)	\$ 3,264,560	5.70
Interlocal agreement	16,333	183,927	469,300	(285,373)	338,204	(45.62)
Toll revenues	633,939	6,161,495	5,295,000	866,495	5,556,371	10.89
Total Operating Revenues	954,022	9,796,112	9,254,300	541,812	9,159,135	6.95
Operating Expenses						
Personnel costs	143,021	1,818,855	2,682,209	863,354	1,657,411	9.74
Accounting software and services	-	-	10,000	10,000	2,980	(100.00)
Professional services	15,000	206,004	241,000	34,996	168,027	22.60
Contractual services	6,181	55,389	95,000	39,611	156,317	(64.57)
Advertising & marketing	3,334	116,240	312,000	195,760	112,976	2.89
Data processing	1,407	37,059	40,000	2,941	29,994	23.55
Dues & memberships	-	27,371	42,000	14,629	31,910	(14.22)
Education & training	-	539	20,000	19,461	599	(10.02)
Fiscal agent fees	-	3,090	57,790	54,700	10,855	(71.53)
Insurance	2,845	132,957	150,800	17,843	95,344	39.45
Maintenance & repairs	8,619	46,154	210,000	163,846	31,914	44.62
Office supplies	4,229	41,287	183,550	142,263	340,626	(87.88)
Road maintenance	101,428	785,621	900,000	114,379	859,834	(8.63)
Leases	479	6,609	37,370	30,761	57,733	(88.55)
Toll services	5,097	48,369	220,000	171,632	176,406	(72.58)
Travel	3,696	48,504	80,000	31,496	56,175	(13.66)
Utilities	5,996	68,815	108,442	39,627	65,898	4.43
Contingency	559	122,512	577,533	455,021	75,953	61.30
Total Operating Expenses	301,890	3,565,373	5,967,694	2,402,321	3,930,952	(9.30)
Net Change from Operations	652,132	6,230,739	3,286,606	2,944,133	5,228,183	19.18
Non Operating Revenue						
Pass through grant revenues	2,074,030	2,074,030	1,385,000	689,030	1,694,190	22.42
Interest income	91,461	1,386,426	425,000	961,426	987,310	40.42
TRZ Revenue	-	8,808,638	9,000,000	(191,362)	7,624,815	15.53
Other financing sources	-	-	-	-	821,849	(100.00)
Total Non Operating Revenue	2,165,491	12,269,094	10,810,000	1,459,094	11,128,164	10.25
Non Operating Expenses						
Bond Debt Expense	1,151,255	4,799,018	5,096,606	297,588	4,622,296	3.82
Project expenses	416,611	3,074,856	9,000,000	5,925,144	1,201,617	155.89
Total Non Operating Expenses	1,567,866	7,873,874	14,096,606	6,222,732	5,823,913	35.20
Changes in Net Position	\$ 1,249,758	\$ 10,625,958	\$ -	\$ 10,625,958	\$ 10,532,435	0.89

Unaudited Financial Statements Subject to Change

Interlocal Revenues and Expenses – Monthly

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Revenues and Expenses

From 8/1/2025 Through 8/31/2025

	Cameron County	City of Brownsville	City of Los Fresnos	Federal Funds	City of Primera	Total
Non Operating Revenues						
West Rail Corridor	\$ 4,659	\$ -	\$ -	\$ -	\$ -	\$ 4,659
Outer Parkway	80,461	-	-	-	-	80,461
SH 32 (East Loop)	10,733	5,887	-	-	-	16,620
Whipple Road	-	-	39,495	-	-	39,495
COLF Side Walk	-	-	1,437	-	-	1,437
Primera Rd Sidewalk Improv	-	-	-	-	39,113	39,113
North Rail Relocation	-	-	-	28,061	-	28,061
Flor De Mayo Bridge	89,278	-	-	-	-	89,278
Dana Rd	132,562	-	-	-	-	132,562
CC- Veterans Bridge	12,956	-	-	-	-	12,956
CC - Los Indios LPOE	63,662	-	-	-	-	63,662
CC - Consulting Services PF	10,000	-	-	-	-	10,000
Total Revenues	404,310	5,887	40,932	28,061	39,113	518,303
Non Operating Expenses						
West Rail Corridor	4,659	-	-	-	-	4,659
Outer Parkway	80,461	-	-	-	-	80,461
SH 32 (East Loop)	10,733	5,887	-	-	-	16,620
Whipple Road	-	-	39,495	-	-	39,495
COLF Side Walk	-	-	1,437	-	-	1,437
Primera Rd Sidewalk Improv	-	-	-	-	39,113	39,113
North Rail Relocation	-	-	-	28,061	-	28,061
Flor De Mayo Bridge	89,278	-	-	-	-	89,278
Dana Rd	132,562	-	-	-	-	132,562
CC- Veterans Bridge	12,956	-	-	-	-	12,956
CC - Los Indios LPOE	63,662	-	-	-	-	63,662
CC - Consulting Services PF	10,000	-	-	-	-	10,000
Total Project expenses	404,310	5,887	40,932	28,061	39,113	518,303
Total Changes in Net Position	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Unaudited Financial Statements Subject to Change

Interlocal Revenues and Expenses – Year-to-Date

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY								
Statement of Revenues and Expenses								
From 10/1/2024 Through 8/31/2025								
	Cameron County	City of Brownsville	City of San Benito	City of Los Fresnos	Federal Grant Funds	City of Primera	Military Highway Water Supply Corporation	Total
Non Operating Revenues								
West Rail Corridor	\$ 151,942	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 151,942
Outer Parkway	594,016	-	-	-	-	-	-	594,016
SH 32 (East Loop)	27,934	107,696	-	-	-	-	-	135,630
South Parallel Corridor	214,912	-	-	-	-	-	-	214,912
Whipple Road	-	-	-	347,977	-	-	-	347,977
COLF Side Walk	-	-	-	1,437	-	-	-	1,437
COLF Hike & Bike Trail Project	-	-	-	4,625	-	-	-	4,625
N. Williams Road	72,309	-	72,309	-	-	-	-	144,618
Stenger Rd TASA	-	-	80,585	-	-	-	-	80,585
Primera Rd Sidewalk Improv	-	-	-	-	-	39,113	-	39,113
FM 509	64,554	-	-	-	-	-	-	64,554
North Rail Relocation	-	-	-	-	247,031	-	-	247,031
281 Connector	67,925	-	-	-	-	-	1,003,208	1,071,133
Flor De Mayo Bridge	170,790	-	-	-	-	-	-	170,790
Dana Rd	660,287	68,297	-	-	-	-	-	728,583
CC- Veterans Bridge	12,956	-	-	-	-	-	-	12,956
CC - Old Alice Road	14,438	-	-	-	-	-	-	14,438
CC - Los Indios LPOE	783,996	-	-	-	-	-	-	783,996
CC - Consulting Services PF	94,000	-	-	-	-	-	-	94,000
Total Revenues	2,930,056	175,992	152,894	354,038	247,031	39,113	1,003,208	4,902,334
Non Operating Expenses								
West Rail Corridor	151,942	-	-	-	-	-	-	151,942
Outer Parkway	594,016	-	-	-	-	-	-	594,016
SH 32 (East Loop)	27,934	107,696	-	-	-	-	-	135,630
South Parallel Corridor	214,912	-	-	-	-	-	-	214,912
Whipple Road	-	-	-	347,977	-	-	-	347,977
COLF Side Walk	-	-	-	1,437	-	-	-	1,437
COLF Hike & Bike Trail Project	-	-	-	4,625	-	-	-	4,625
N. Williams Road	72,309	-	72,309	-	-	-	-	144,618
Stenger Rd TASA	-	-	80,585	-	-	-	-	80,585
Primera Rd Sidewalk Improv	-	-	-	-	-	39,113	-	39,113
FM 509	64,554	-	-	-	-	-	-	64,554
North Rail Relocation	-	-	-	-	247,031	-	-	247,031
281 Connector	67,925	-	-	-	-	-	1,003,208	1,071,133
Flor De Mayo Bridge	170,790	-	-	-	-	-	-	170,790
Dana Rd	660,287	68,297	-	-	-	-	-	728,583
CC- Veterans Bridge	12,956	-	-	-	-	-	-	12,956
CC - Old Alice Road	14,438	-	-	-	-	-	-	14,438
CC - Los Indios LPOE	783,996	-	-	-	-	-	-	783,996
CC - Consulting Services PF	94,000	-	-	-	-	-	-	94,000
Total Project expenses	2,930,056	175,992	152,894	354,038	247,031	39,113	1,003,208	4,902,334
Total Changes in Net Position	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Unaudited Financial Statements Subject to Change

Balance Sheet

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Balance Sheet
As of 8/31/2025

Current Year

ASSETS

Current Assets:

Cash and cash equivalents	12,640,111
Restricted cash - Advanced Funding (Projects)	10,583,356
Restricted cash accounts - debt service	6,766,821
Restricted cash - bond proceeds	1,225,476
Restricted cash - Transportation Reinvestment Zone (TRZ)- South Padre Island	5,000,000
Restricted cash - Transportation Reinvestment Zone (TRZ)- East Loop	6,974,424
Restricted cash - Transportation Reinvestment Zone (TRZ)- Outer Parkway	935,546
Restricted cash - Transportation Reinvestment Zone (TRZ)- US 281 Connector	1,000,000
Restricted cash - Transportation Reinvestment Zone (TRZ)- Whipple Road	997,358
Restricted cash - Transportation Reinvestment Zone (TRZ)- Old Alice Rd	2,998,282
Restricted cash - Transportation Reinvestment Zone (TRZ)- Other Projects	2,923,006

Accounts receivable, net

Vehicle Registration Fees - Receivable	586,595
Toll Receivable	1,232,779

Total Accounts receivable, net 1,819,374

Accounts receivable - other agencies

TxDot - SH550 PTT	2,074,030
Due from Other Agencies	2,515,325

Total Accounts receivable - other agencies 4,589,354

Accounts Receivable in Collections

Collections Linebarger	4,930,770
Allowance Collections Linebarger	(4,093,546)

Total Accounts Receivable in Collections 837,224

Prepaid expenses

	57,574
--	--------

Total Current Assets: 59,347,906

Non Current Assets:

Capital assets, net	90,669,978
Capital projects in progress	20,568,813
Unamortized bond prepaid costs	80,602
Net pension asset	289,629

Total Non Current Assets: 111,609,021

Deferred Outflow of Resources

Deferred outflow related to pension	235,270
-------------------------------------	---------

Total ASSETS 171,192,197

Unaudited Financial Statements Subject to Change

Balance Sheet- Continued

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Balance Sheet

As of 8/31/2025

LIABILITIES

Current Liabilities

Accounts payable	2,027,011
Unearned revenue	10,117,332
Total Current Liabilities	12,144,344

Non Current Liabilities

Due to other agencies	13,084,420
Long term bond payable	70,015,066
Total Non Current Liabilities	83,099,487

Deferred Inflows of Resources

Deferred inflows related to pension	188,050
Total LIABILITIES	95,431,880

NET POSITION

Beginning net position

Total Beginning net position	63,578,810
------------------------------	------------

Changes in net position

Total Changes in net position	12,181,508
-------------------------------	------------

Total NET POSITION	75,760,317
--------------------	------------

TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION

171,192,197

Unaudited Financial Statements Subject to Change

Statement of Cash Flows

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Cash Flows

As of 8/31/2025

	Current Period	Current Year
Cash Flows from Operating Activities		
Receipts from vehicle registration fees	\$ -	\$ 3,693,940
Receipts from toll revenues	678,211	6,381,444
Receipts from other operating revenues	16,333	8,992,566
Payments to vendors	(203,806)	(1,895,027)
Payments to employees	(144,669)	(1,831,489)
Total Cash Flows from Operating Activities	346,069	15,341,434
Cash Flows from Capital and Related Financing Activities		
Acquisitions of property and equipment	(150,430)	(551,775)
Acquisitions of construction in progress	361,443	(763,765)
Payments on principal and interest	(1,151,255)	(5,096,606)
Payment on interlocal project expenses	(924,914)	(7,883,190)
Advances and Interlocal project proceeds	278,991	11,569,725
Total Cash Flows from Capital and Related Financing Activities	(1,586,165)	(2,725,611)
Cash Flows from Investing Activities		
Receipts from interest income	91,461	1,386,426
Total Cash Flows from Investing Activities	91,461	1,386,426
Beginning Cash & Cash Equivalents	53,193,015	38,042,132
Ending Cash & Cash Equivalents	\$ 52,044,380	\$ 52,044,380

Unaudited Financial Statements Subject to Change

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

August 2025 Toll Operations Report



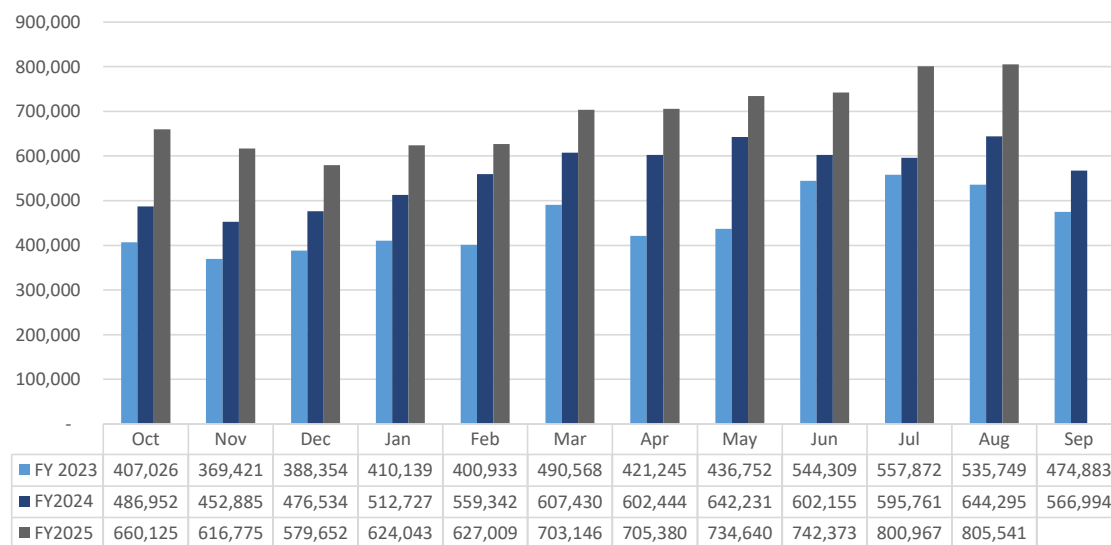
JANETT HUERTA
TOLL OPERATIONS ADMINISTRATOR



Year to Year Traffic Comparison

25% Increase from August 2024

SH 550 Transactions



FY Year Total

FY 2023	5,437,251
FY 2024	6,749,750
FY 2025*	7,599,651
*Through August	

Tag Penetration August 2025



Agency	Transaction Count	Projected Revenue
FUEGO	131,020	\$ 95,802.41
HCTRA & TxTag	194,014	\$ 128,742.06
NTTA	23,609	\$ 21,582.00
KTA	583	\$ 595.50
PIKEPASS	2,657	\$ 2,895.50
BANKPASS	327	\$ 167.00
E470	175	\$ 134.00
FTE	466	\$ 252.00
LCF	11	\$ 6.50
Total	352,862	\$ 250,176.97

Valid Tag Penetration
44%



Image Review Overview

FY 2025	
Month	Total
October	447,413
November	442,935
December	406,275
January	440,153
February	459,578
March	516,014
April	500,760
May	526,508
June	540,118
July	588,660
August	589,579
September	
Total Images Processed	5,457,993

Code Off Report August 2025					
Breakdown - Reason Codes	Gantries				
	Direct Connector	FM1847	Old Alice	Port Spur	Total
Blurred Plate	201	426	49	559	1,235
DMV Mismatch	65	71	10	41	187
No Image	11	6		17	34
No Plate	1491	1,693	214	1,153	4,551
No Vehicle	47	37	11	7	102
Partial Plate	321	229	80	362	992
Plate Obstruction	695	784	70	540	2,089
Too Bright	36	41	23	37	137
Too Dark		1		3	4
Unknown State	30	36	2	14	82
Total per Plaza	2,897	3,324	459	2,733	9,413

1% Code Off Rate

Payment Form	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Bank	\$3,517.44	\$8,773.48	\$23,021.03	\$11,854.73	\$11,891.04	\$18,289.42	\$14,775.77	\$13,765.36	\$14,954.29	\$22,991.64	\$15,390.93	
Cash	\$1,467.48	\$7,394.28	\$3,464.08	\$2,724.96	\$5,791.57	\$3,567.54	\$4,671.82	\$3,206.12	\$3,289.96	\$5,228.67	\$5,328.75	
Check/Money Order	\$9,035.64	\$10,157.82	\$2,481.00	\$8,414.06	\$7,062.19	\$11,365.87	\$5,641.66	\$24,654.26	\$5,208.10	\$10,483.51	\$5,111.10	
CreditCard/DebitCard	\$166,466.35	\$231,212.48	\$229,993.10	\$263,858.95	\$317,730.05	\$420,235.00	\$393,864.00	\$464,723.15	\$534,193.95	\$506,370.69	\$461,462.81	
Total Amount	\$180,486.91	\$ 257,538.06	\$258,959.21	\$ 286,852.70	\$ 342,474.85	\$ 453,457.83	\$ 418,953.25	\$ 506,348.89	\$ 557,646.30	\$ 545,074.51	\$ 487,293.59	\$ -

YTD \$4,295,086.10

Daily Average \$5,822.16 \$ 8,584.60 \$ 8,353.52 \$ 9,253.31 \$ 12,231.24 \$ 14,627.67 \$ 13,965.11 \$ 16,333.84 \$ 18,588.21 \$ 17,583.05 \$ 15,719.15 \$ -

FY 2025 Payment Processing



FY 2025 Mail Report



Month	Toll Bill	First Notice	Second Notice	Final Notice	Total
October	24,868	100	100	100	25,168
November	24,296	10,406	8,994	9,367	53,063
December	25,512	7,151	5,248	5,000	42,911
January	28,026	7,780	8,795	3,577	48,178
February	26,343	13,363	10,491	7,730	57,927
March	26,292	10,515	7,934	8,247	52,988
April	27,514	12,168	11,629	9,275	60,586
May	32,333	11,083	7,726	7,938	59,080
June	42,010	15,015	10,075	9,929	77,029
July	32,568	12,829	8,417	6,604	60,418
August	31,269	14,106	12,545	8,985	66,905
September					-
Total	321,031	114,516	91,954	76,752	604,253

FY 2025 CSR Monthly Call Report



CSR Name	October	November	December	January	February	March	April	May	June	July	August	Total
Barbara	827	839	899	602	1,261	1,615	1,268	621	575	566	637	9,710
Robert	1,131	634	754	1,276	787	497	1,188	682	663	644	1,028	9,284
Alexandria								535	899	1128	974	3,536
Angelica				669	1,387	562	1,185	704	517	570	487	6,081
Victoria									421	1250	1171	2,842
Esmeralda						639	114	852	1,326	1,530	453	4,914
Armando										418	674	1,092
Myra										75	539	614
Patricia										265	1,450	1,715
Adonay										256	655	911
Laura											2	
Claudia											278	
												-
Juan	493	495	293	443	254	303	295	276	177	166	48	3,243
Jose Luis	383	279	271	238	90	268	160	159	87	153	52	2,140
Mary								9		3		
												-
Evelyn	154	480	278									912
Albert						639						639
Itzel	482	632	746	428	986	878	374	163				4,689
Shelby	880	626	558	873	796	320	44					4,097
Nadia			396	1,148	580	1,145	185					3,454
Veronica					44	1,182	83					1,309
Zelda								754	952			1,706
Noah								984				984
Ashanti								757	1387	429		2,573
Total Answered Calls	4,350	3,985	4,195	5,677	6,185	8,048	4,896	6,496	7,004	7,453	8,448	66,737
Missed Calls	166	252	301	340	934	307	1229	320	235	344	113	4,541
Totals Calls Received	4,516	4,237	4,496	6,017	7,119	8,355	6,125	6,816	7,239	7,797	8,561	71,278
% Missed	4%	6%	7%	6%	13%	4%	25%	5%	3%	5%	1%	6%

FY 2025 Fuego Accounts Registered



CSR	October	November	December	January	February	March	April	May	June	July	August	Total/per person
Barbara	20	13	18	29	28	27	46	26	22	21	15	265
Robert	14	23	26	11	22	14	24	28	24	11	6	203
Alexandria								9	10	8	11	38
Angelica				6	11	31	15	19	22	29	14	147
Esmeralda								7	16	16	20	59
Victoria								5	1	13	15	34
Myra										1	8	9
Armando										3	10	13
Adonay											2	
Patricia											6	
Claudia											2	
												-
Juan	5	4	6	13	6	6	2	7	6	6	1	62
Jose Luis	8	6	1	10	3	3	1	3	3	2	-	40
												-
Evelyn	-	19	15									34
Veronica					3	7	1					11
Albert						2						2
Shelby	8	18	15	14	15	18	-					88
Itzel	12	5	10	22	22	13	23	2				109
Nadia			4	18	30	27	20					99
Zelda								5	8			13
Noah								9				9
Ashanti								5	7	2		14
												-
Total FUEGO Accts Opened by CSR	67	88	95	123	140	148	132	125	119	112	110	1,249
Total FUEGO Accts Opened	130	172	191	236	259	274	258	247	358	229	230	2,584
Enrollment % in Office	52%	51%	50%	52%	54%	54%	51%	51%	33%	49%	48%	48%



CSC Activity FY2025

August 2025 Exempt Activity

Reason	Txn Count	Total Amounts	%
Disabled Veterans	18,777	\$ 11,629.70	2%
Non-Revenue	6,785	\$ 4,313.71	1%
Plate Corrections	43	\$ 37.43	0%

FY2025 Settlements

Month	Settlements	Amount Paid	Enrollments
October	2	\$ 624.72	0
November	5	\$ 1,872.44	1
December	11	\$ 1,792.54	5
January	8	\$ 4,025.41	4
February	20	\$ 8,075.24	12
March	10	\$ 2,616.06	2
April	13	\$ 4,870.94	4
May	8	\$ 2,556.67	4
June	11	\$ 7,112.35	5
July	21	\$ 4,014.80	11
August	22	\$ 5,339.75	2
September			
FISCAL YEAR TOTALS:	131	\$ 42,900.92	50

**2-E CONSIDERATION AND APPROVAL OF THE CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY QUARTERLY INVESTMENT
REPORT FOR THE PERIOD ENDING AUGUST 31, 2025.**



Investment Report

TO: CCRMA Board of Directors

FROM: Victor J. Barron, CFO *VJB*

DATE: September 25, 2025

SUBJ: Quarterly Report of CCRMA Investments

The Texas Public Funds Investment Act requires that at a minimum on a quarterly basis the following investment report be presented to the Board of Directors. Below is a summary of the current CCRMA investments which comply with the investment strategies approved in the most current CCRMA Investment Policy.

	<u>Beginning</u> <u>Market Value</u>	<u>Ending Market</u> <u>Value</u>	<u>Term</u>	<u>Average Yield</u>	<u>Interest earned and</u> <u>accrued as of</u> <u>8/31/25</u>
2010A Bond					
<u>Reserves</u>	\$ 1,148,605.00	\$ 1,160,490.50	Monthly	4.07%	\$ 11,885.50
2010B Bond					
<u>Reserves</u>	1,002,317.92	1,012,689.68	Monthly	4.07%	10,371.76
	\$ 2,150,922.92	\$ 2,173,180.18			<u>\$ 22,257.26</u>
Total Market Value of Principal and Accrued Interest					<u>\$ 2,173,180.18</u>
Required level of security at 102%					<u>\$ 2,216,643.78</u>






I certify this report complies with the Internal Management Reports section of the Texas Public Funds Investment Act.

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CAMERON COUNTY REGIONAL MOBILITY
THE BANK OF NEW YORK MELLON
TRUST COMPANY NA TRUSTEE
3461 CARMEN AVE
RANCHO VIEJO TX 78575-5221



Managing Your Accounts

	Location	Harlingen 77 Banking Center
	Telephone	956-428-7400
	Mailing Address	2019 South 77 Sunshine Strip Harlingen, TX 78550
	Online Access	www.texasregionalbank.com
	24/7 Telebank	866-972-5430

COMING SOON NEW ONLINE BANKING EXPERIENCE

STAY TUNED FOR EMAIL COMMUNICATIONS AND
RESOURCES AS WE COUNT DOWN TO LAUNCH DAY



FRAUD REMINDER



TRB WILL NEVER CONTACT YOU
AND ASK FOR YOUR SECURE
ACCESS CODE, TOKEN PASSCODE,
PASSWORD, CVV CODE OR PIN.

MEMBER FDIC

Summary of Accounts

Account Type	Account Number	Ending Balance
TRB MONEY MARKET PUBLIC FUNDS	XXXXXXXXX8174	\$1,160,490.50

TRB MONEY MARKET PUBLIC FUNDS - XXXXXXXXXX8174

Account Summary

Date	Description	Amount
08/01/2025	Beginning Balance	\$1,156,814.05
	1 Credit(s) This Period	\$3,676.45
	0 Debit(s) This Period	\$0.00
08/29/2025	Ending Balance	\$1,160,490.50

Interest Summary

Description	Amount
Interest Earned From 08/01/2025 Through 08/29/2025	
Annual Percentage Yield Earned	4.07%
Interest Days	29
Interest Earned	\$3,676.45
Interest Paid This Period	\$3,676.45
Interest Paid Year-to-Date	\$31,507.00

Other Credits

Date	Description	Amount
08/29/2025	INTEREST AT 4.0000 %	\$3,676.45

Daily Balances

Date	Amount
08/29/2025	\$1,160,490.50








000952 6048734 001453 002905 0001/0002

>000953 6048734 0001 92301 10Z

CAMERON COUNTY REGIONAL MOBILITY
THE BANK OF NEW YORK MELLON
TRUST COMPANY NA TRUSTEE
3461 CARMEN AVE
RANCHO VIEJO TX 78575-5221



Managing Your Accounts

	Location	Harlingen 77 Banking Center
	Telephone	956-428-7400
	Mailing Address	2019 South 77 Sunshine Strip Harlingen, TX 78550
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FRAUD REMINDER



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AND ASK FOR YOUR SECURE
ACCESS CODE, TOKEN PASSCODE,
PASSWORD, CVV CODE OR PIN.

AMERICAN FISC

Summary of Accounts

Account Type	Account Number	Ending Balance
TRB MONEY MARKET PUBLIC FUNDS	XXXXXXXXX8570	\$1,012,689.68

TRB MONEY MARKET PUBLIC FUNDS - XXXXXXXXX8570

Account Summary

Date	Description	Amount
08/01/2025	Beginning Balance	\$1,009,481.46
	1 Credit(s) This Period	\$3,208.22
	0 Debit(s) This Period	\$0.00
08/29/2025	Ending Balance	\$1,012,689.68

Interest Summary

Description	Amount
Interest Earned From 08/01/2025 Through 08/29/2025	
Annual Percentage Yield Earned	4.07%
Interest Days	29
Interest Earned	\$3,208.22
Interest Paid This Period	\$3,208.22
Interest Paid Year-to-Date	\$27,494.25

Other Credits

Date	Description	Amount
08/29/2025	INTEREST AT 4.0000 %	\$3,208.22

Daily Balances

Date	Amount
08/29/2025	\$1,012,689.68



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as of 08/31/2025									
PLEDGES to PLEDGEE									
Pledged To: CAMERON CO REG MOBILITY AUTH									
For Holding Company Texas Regional Bank Customer Texas Regional Bank									
SafeKeeping Code	CUSIP	Description	FAS 115	Moody	Original Face	Pledged			
Receipt#	Trans#	Coupon	PreRefund Price	S&P	Remaining Face	Original Face	Par Value	Book Value	Market Value
Location		Maturity Date			Pledged%				
FHLB	133353BP6	CAMERON CNTY TEX REGL MOBILITY AUTH VEH REGISTR	NA	NA	425,000.00				
181600	C12825	3.000000	AFS	AA-	425,000.00				
FEDERAL HOME LOAN BANK		02/15/2040			58.82%	250,000.00	250,000.00	262,249.52	199,347.50
FHLB	283770MX0	EL PASO TEX INDPT SCH DIST		Aaa	5,000,000.00				
181605	C12830	4.000000	AFS	NA	5,000,000.00				
FEDERAL HOME LOAN BANK		08/15/2045			100.00%	5,000,000.00	5,000,000.00	5,290,418.36	4,395,250.00
FHLB	3140QAQU7	FN CA3166		NA	2,000,000.00				
	C12797	4.500000	AFS	NA	2,000,000.00				
FEDERAL HOME LOAN BANK		02/01/2034			30.00%	600,000.00	127,312.31	133,317.44	128,993.67
FHLB	91282CBJ9	T 0 3/4 01/31/28		Aa1	3,000,000.00				
	C12981	0.750000	AFS	NA	3,000,000.00				
FEDERAL HOME LOAN BANK		01/31/2028	0.00		6.67%	200,000.00	200,000.00	197,909.67	186,914.06
FHLB	91282CBJ9	T 0 3/4 01/31/28		Aa1	2,500,000.00				
	C12980	0.750000	AFS	NA	2,500,000.00				
FEDERAL HOME LOAN BANK		01/31/2028	0.00		100.00%	2,500,000.00	2,500,000.00	2,482,982.30	2,336,425.77
FHLB	91282CCE9	T 1 1/4 05/31/28		Aa1	5,000,000.00				
	C13010	1.250000	AFS	NA	5,000,000.00				
FEDERAL HOME LOAN BANK		05/31/2028	0.00		12.80%	640,000.00	640,000.00	639,432.10	601,024.99
6 Total Pledged	To: CAME CAMERON CO REG MOBILITY AUTH					9,190,000.00	8,717,312.31	9,006,309.39	7,847,955.99


**2-F CONSIDERATION AND APPROVAL OF THE CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY INVESTMENT POLICY.**



IMPROVING MORE THAN JUST ROADS

MEMORANDUM

To: Board of Directors

From: Victor J. Barron, Chief Financial Officer 

Date: September 25, 2025

Subj: Consideration and Approval of CCRMA Investment Policy FY 2026

In accordance with the Public Funds Investment Act (PFIA), public entities are required to conduct an annual review of their investment policy confirming the review and identifying any modifications. The Cameron County Regional Mobility Authority (CCRMA) has reviewed the Investment Policy and determined that no revisions are necessary at this time. The policy remains compliant with applicable regulations and continues to support the CCRMA's objectives of safety, liquidity, and yield in the management of public funds.

Staff recommend Board approval of the CCRMA Investment Policy following its annual review for Fiscal Year 2026.

INVESTMENT POLICY FISCAL YEAR 2026

I. POLICY

Cameron County Regional Mobility Authority (the “Authority”) recognizes that effective cash management is good fiscal management. Investment earnings are a source of revenue for the Authority. Therefore, it is the Authority’s policy to consider safety and risk of investment, allow for anticipated cash flow requirements, and invest all available funds in conformance with these legal and administrative guidelines, while seeking to optimize investment earnings.

Investments shall be made with the primary objectives of:

- Safety and preservation of principal
- Maintenance of liquidity
- Responsiveness to the public trust
- Diversification of investments
- Optimization of investment earnings

II. PURPOSE

The purpose of this investment Policy is to comply with Chapter 2256 of the Government Code (“Public Funds Investment Act”), which requires the Authority to adopt a written investment policy regarding the investment of its funds and funds under its control. This Investment Policy addresses the methods, procedures and practices that must be exercised to ensure effective and judicious fiscal management of the Authority’s funds.

III. SCOPE

This investment policy shall govern the investment of all financial assets of the Authority as accounted for in the Authority’s Financial Statements, including but not limited to, general operating, debts services, and capital project funds.

When possible, the Authority will consolidate cash balances to maximize investment earnings. Investment income will be allocated, if necessary, to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

This Investment Policy shall apply to all transactions involving the financial assets and related activity of the Authority. However, this Policy does not apply to the assets administered for the benefit of the Authority by outside agencies under deferred compensation programs.

IV. INVESTMENT OBJECTIVES

The Authority shall manage and invest its cash with five primary objectives, listed in order of priority: safety, liquidity, public trust, diversification, and yield, expressed as optimization of investment earnings. The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with state and local law.

The Authority shall maintain a comprehensive cash management program, which includes collection of account receivables, vendor payments in accordance with invoice terms, and prudent investment of available cash. Cash management is defined as the process of managing monies in order to insure maximum cash availability and maximum earnings on short-term investment of idle cash.

Safety

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit and interest rate risk.

- Credit Risk – The Authority will minimize credit risk, the risk of loss due to the failure of the issuer or backer of the investment, by:
 - Limiting investments to the safety types of investments
 - Pre-qualifying the financial institutions, pools and broker/dealers with which the Authority will do business
 - Diversifying the investment portfolio so that potential losses on individual issuers' will be minimized.
- Interest Rate Risk – the Authority will minimize the risk that the investment earnings and the market value of investments in the portfolio will fall due to changes in general interest rates, by:
 - Structuring investments to meet cash requirement
 - Investing operating funds primarily in certificates of deposit, shorter term securities, money market mutual funds, or local government investment pools function as money market mutual funds
 - Diversifying maturities and staggering purchase dates to minimize the impact of market movements over time.

Liquidity

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that investments mature concurrent with cash needs. Because all possible cash demands cannot be anticipated, a portion of the portfolio will be invested in bank deposits, money market mutual funds or local government investment pools functioning as money market mutual funds that offer same-day liquidity.

Public Trust

All participants in the Authority's investment process shall seek to act responsibly as custodians of the public trust. Investment Officers shall avoid any transaction that might impair public confidence in the Authority's ability to govern effectively.

Diversification

The investment portfolio shall be diversified to avoid unreasonable risks and over concentration of risks. This is accomplished by structuring the portfolio so that a variety of investments are utilized.

Yield (Optimization of Investment Earnings)

The Investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. "Weighted Average Yield to Maturity" shall be the performance measurement standard for the portfolio.

V. RESPONSIBILITY AND CONTROL

Delegation of Authority

The Authority designates the Controller/Chief Financial Officer as the Investment Officer. No person may engage in an investment transaction or the management of Authority's funds except as provided under the terms of this Investment Policy. The investment authority granted to the Investment Officers is effective until rescinded by the Authority's Board of Directors.

Quality and Capability of Investment Management

The Authority shall provide periodic training in investments for the designated Investment Officers and other investment personnel through courses and seminars offered by professional organizations, associations, and other independent sources in order to insure the quality and capability of investment management in compliance with the Public Funds Investment Act.

Training Requirements

The designated Investment Officers shall attend an investment training sessions no less often than once every two years and shall receive not less than 10 hours of instruction relating to investment responsibilities. A newly appointed Investment Officer must attend a training session of at least 10 hours of instruction within six months of the date the Officer took office or assumed the Officer's duties. The Audit Committee shall annually approve the list of authorized investment training providers.

Internal Controls

The Authority's Controller is responsible for establishing and maintaining an internal control structure designed to ensure that the financial assets of the Authority are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the Authority shall establish a process for annual independent review by an external auditor in conjunction with the annual audit to assure compliance with policies and procedures. The internal controls shall address the following points.

- Control of collusion
- Separation of transactions authority from accounting and record keeping
- Custodial safekeeping
- Avoidance of physical delivery securities
- Clear delegation of authority to subordinate staff members
- Written confirmation for telephone (voice) transactions for investments and wire transfers

Prudence

The standard of prudence to be applied by the Investment Officers shall be the "prudent investor" rule. This states that "investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. In determining whether Investment Officers have exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- The investment of all funds, or funds under the Authority's control, over which the Investment Officers had responsibility rather than a consideration as to the prudence of a single investment
- Whether the investment decision was consistent with the written approved Investment Policy of the Authority

Indemnification

The Investment officers, acting in accordance with the prudent investor rule and otherwise with respect to the Authority's written procedures and exercising due diligence, shall not be held personally responsible for a specific investment's credit risk or market price changes, provided that these deviations are reported immediately and the appropriate action is taken to control adverse developments.

Ethics and Conflicts of interest

Investment Officers involved in the investment process shall refrain from personal business activity that would conflict with the proper execution and management of the investment program, or that would impair their ability to make impartial decisions. Investment Officers shall disclose all interests in financial institutions with which they conduct Authority business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Investment Officers shall refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of the Authority.

An Investment Officer of the Authority who has a personal business relationship with an organization seeking to sell an investment to the Authority shall file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the Authority shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the Authority's Board of Directors.

VI. SUITABLE AND AUTHORIZED INVESTMENTS

Portfolio Management

The Authority currently has a "buy and hold" portfolio strategy. Maturity dates are matched with cash flow requirements and investments are purchased with the intent to be held until maturity. However, investments may be liquidated prior to maturity for the following reasons:

- An investment with declining credit may be liquidated early to minimize loss of principal.
- Cash flow needs of the Authority require that the investment be liquidated.

Investments

Authority funds may be invested in the instruments described below, all of which are authorized by the Public Funds Investment Act. Investment of Authority's funds in any instrument or security not authorized for investment under the Investment Policy is prohibited. The Authority will not be required to liquidate an investment that becomes unauthorized subsequent to its purchase.

I. Authorized

1. Obligations of the United States of America, its agencies and instrumentalities.
2. Certificates of deposit and other evidences of deposit at a financial institution that, a) has its main office or a branch office in Texas and is guaranteed or insured by the Federal Deposit Insurance Corporation or its successor, b) is secured by obligations in a manner and amount provided by law for deposits of the Authority, or c) is executed through a depository institution that has its main office or a branch office in Texas that participated in the Certificate of Deposit Account Registry Service (CDARS) and meets the requirements of the Public Funds Investment Act.
3. Money Market Mutual Funds that are 1) registered and regulated by the Securities and Exchange Commission, 2) invest only in “government” securities or repurchase agreements, 3) rated AAAM, or its equivalent, by at least one nationally recognized rating service, and 4) seek to maintain a net asset value of \$1.00 per share.
4. State and local government investment pools organized under the Inter-local Cooperation Act that 1) meet the requirements of the Public Funds Investment Act, 2) invest only in “government” security or repurchase agreements, 3) are rated no lower than AAAM or an equivalent rating by at least one nationally recognized rating service, and 4) are authorized by resolution or ordinance by the Board of Directors. A public funds investment pool created to function as a money market mutual fund must mark its portfolio to market daily and seek to maintain a \$1.00 net asset value. Any investment pool that does not meet the requirements of one that is created to function as money market mutual fund must maintain a maximum average dollar weighted maturity that does not exceed 365 days, or 366 days in the case of a leap year, and must provide a fixed interest rate and fixed maturity term for each pool position.

All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating.

II. Not Authorized

Investments including interest-only or principal-only strips of obligations with underlying mortgage-backed security collateral, or collateralized mortgage obligations with an inverse floating interest rate coupons or maturity date of over 10 years are strictly prohibited.

With respect to authorized investments, this Policy is more restrictive than the Public Funds Investment Act.

VII. INVESTMENT PARAMETERS

Maximum Maturities

The longer the maturity of investments, the greater their price volatility. Therefore, it is the Authority's policy to concentrate its investment portfolio in shorter-term securities.

The Authority will not directly invest in securities maturing more than two (2) years from the date of purchase.

Diversification

The Authority recognizes that investment risks can result from issuer defaults, market price changes, or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification that shall be achieved by the following general guidelines:

- Diversifying investments to avoid over concentration,
- Prohibiting investment with higher credit risks,
- Varying maturities, and
- Continuously investing a portion of the portfolio in alternatives that offer same day liquidity.

VIII. INVESTMENT STRATEGIES

Investment Strategies by Fund Type

General Operating Funds: These funds shall have as their primary objectives: safety, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

1. **Suitability:** Any investment eligible in the Investment Policy is suitable.
2. **Safety:** All investments shall be of high quality securities with no perceived default risk. Market price fluctuations will occur. Managing the weighted average days to maturity for the General Operating Fund's portfolio to less than 365 days and restricting the maximum allowable maturity to two years will minimize the price volatility of the overall portfolio.
3. **Liquidity:** The General Operating Fund requires the greatest short-term liquidity. Short-term investment pools and money market mutual funds will provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.
4. **Marketability:** Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement. The Authority must maintain a reasonable balance of highly liquid assets relative to less liquid assets to ensure adequate liquidity and diversification mix.

5. **Diversification:** Investment maturities should be staggered throughout the cash flow cycle. Diversifying the appropriate maturity structure out through two years will reduce market cycle risk.
6. **Yield:** Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury-Bill portfolio will be the minimum yield objective.

Debt Service Funds: Investment strategies for debt service shall have as their objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents.

1. **Suitability:** Any investment eligible in the Investment Policy is suitable.
2. **Safety:** All investments shall be of high quality securities with no perceived default risk. Market price fluctuations will occur. However, by managing Debt Service Funds to not exceed the debt service payment schedule the market risk of the overall portfolio will be minimized.
3. **Liquidity:** Debt Service Funds have predictable payment schedules with reduced liquidity requirements. Investment maturities should not exceed the anticipated cash flow requirements. Investments pool and money market mutual funds may provide a competitive yield alternative for short term fixed maturity investments.
4. **Marketability:** Securities with active and efficient secondary markets are not necessary as the event of an unanticipated cash flow requirement is not probable.
5. **Diversification:** Market conditions influence the attractiveness of fully extending maturity to the next “unfunded” payment date. At no time shall the debt service schedule be exceeded in an attempt to bolster yield.
6. **Yield:** Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury-Bill portfolio will be the minimum yield objective.

Debt Service Reserves: Investment strategies of debt service reserve funds shall have as their primary objective the generation of a dependable revenue stream from high quality securities in accordance with provisions in the bond documents.

1. **Suitability:** Any investment eligible in the Investment Policy is suitable.
2. **Safety:** All investments shall be of high quality securities with no perceived default risk. Market price fluctuations will occur. However, managing Debt Service Reserve Fund maturities to not exceed the call provisions of the borrowing reduces the investment’s market risk if the debt is redeemed and the Reserve Fund liquidated. No stated final investment maturity shall exceed the final maturity of the borrowing.

3. **Liquidity:** Debt Service Reserve Funds have no anticipated expenditures. The Funds are deposited to provide annual debt service payment protection to the debt holders. Market conditions and arbitrage regulation compliance determine the advantage of security diversification and liquidity.
4. **Marketability:** Securities with less active and efficient secondary markets are acceptable.
5. **Diversification:** Market conditions and the arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for Debt Service Reserve Funds. At no time shall the final debt service payment date of the bond issue be exceeded in an attempt to bolster yield.
6. **Yield:** Achieving a positive spread to the applicable borrowing cost is the desired objective. Debt Service Reserve Fund portfolio management shall operate within the limits of the Investment Policy's risk constraints.

Capital Projects Funds: Investment strategies for capital project funds shall have as their primary objective sufficient investment liquidity to timely meet capital project obligations. If the Authority has funds from bond proceeds, they shall be invested in accordance with provisions in the bond documents.

1. **Suitability:** Any investment eligible in the Investment Policy is suitable.
2. **Safety:** All investments shall be of high quality securities with no perceived default risk. Market price fluctuations will occur. However, by managing Capital Project Funds to not exceed the anticipated expenditure schedule the market risk of the overall portfolio will be minimized.
3. **Liquidity:** Capital Project Funds programs have reasonably predictable draw schedules reducing liquidity requirements. Investment pools and money market mutual funds will provide readily available funds or a competitive yield alternative for short term fixed maturity investments.
4. **Marketability:** Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement. The Authority must maintain a reasonable balance of highly liquid assets relative to less liquid assets to ensure adequate liquidity and diversification mix.
5. **Diversification:** Market conditions and arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for Capital Project Funds. Generally, when investment rates exceed the applicable cost of borrowing, the Authority is best served by locking in most investments. If the cost of borrowing cannot be exceeded, then concurrent market conditions will determine the attractiveness of diversifying maturities or investing in shorter and larger amounts. At no time shall the anticipated expenditure schedule be exceeded in an attempt to bolster yield.

6. **Yield:** Achieving a positive spread to the applicable borrowing cost is the desired objective. Capital Project Fund portfolio management shall at all times operate within the limits of the Investment Policy's risk constraints.

IX. SELECTION OF BANKS AND BROKER/DEALERS

Depository

A Depository shall be selected by the Authority in accordance with section 7.5(f) and other applicable sections of the Authority's Procurement Policy and shall be based on at least the following selection criteria, as determined by the Authority in its sole and absolute discretion:

- The ability to qualify as a depository for public funds in accordance with state law.
- The ability to provide requested information or financial statements for the periods specified.
- The ability to meet all requirements of the Authority's procurement.
- Complete application in response to all items required by the Authority.
- "Best value" net banking service cost, consistent with the ability to provide an appropriate level of service.
- The credit worthiness and financial stability of the bank.
- A statement showing the financial condition of the depository on the date of the response to the Authority's procurement.
- All depository deposits shall be insured or collateralized in compliance with applicable state law, which includes but is not limited to TEX. GOV'T CODE, Chapter 2257. The Authority reserves the right in its sole and absolute discretion, to accept or reject any form of insurance or collateralization pledged towards depository deposits.
- Whether the Depository provides a certified check or cashier's check for at least one-half percent of the Authority's revenue for the preceding year as a good-faith guarantee that, if the Depository's proposal is accepted, the Depository will execute any bond required by the Authority in its sole and absolute discretion.
- The Depository's compliance with or satisfaction of any and all other requirements described in the Authority's procurement, the Authority's policies, and applicable law.

Any Depository, who is designated after the Authority considers and acts upon the applications, shall be required to sign a Depository Agreement with the Authority. The collateralized deposit portion of the Agreement shall define the Authority's rights to the collateral in case of default, bankruptcy, or closing, and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- The Agreement must be in writing.
- The Agreement has to be executed by the Depository and the Authority contemporaneously with the acquisition of the asset.
- The Agreement must be approved by the Board of Directors of the Authority.
- The Agreement must be approved by the Board of Directors or Designated Committee of the Depository and a copy of the meeting minutes must be delivered to the Authority.
- The Agreement must be part of the Depository's "official record" continuously since its execution.

Authorized Broker/Dealers

The Audit Committee shall, at least annually, review, revise, and adopt a list of qualified broker/dealers and financial institutions authorized to engage in securities transactions with the Authority. Those firms that become qualified shall provide certification stating the firm has received, read and understood the Authority's Investment Policy and agree to comply with the Policy. Authorized firms include primary dealers or secondary dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (Uniform Net Capital Rule), and qualified depositories.

All broker/dealers who desire to become qualified for investment transactions must supply the following (as appropriate):

- Audited Financial Statements demonstrating compliance with state and federal capital adequacy guidelines
- Proof of FINRA certification
- Proof of State Registration
- Certification of having read and understood and agreeing to comply with the Authority's investment policy and certifying that reasonable procedures and controls have been implemented to preclude investment transactions that are not authorized by the Authority's Policy

All financial institutions who desire to become depositories must supply the following (as appropriate):

- Audited Financial Statements demonstrating compliance with state and federal capital adequacy guidelines
- Proof of State registration
- Certification of having read and understood and agreeing to comply with the Authority's investment policy and certifying that reasonable procedures and controls have been implemented to preclude investment transactions that are not authorized by the Authority's Policy

Competitive Bids

It is the policy of the Authority to provide a competitive environment for all individual security purchases and sales, and money market mutual fund and local government investment pool selection. The Investment Officers shall develop and maintain procedures for ensuring a competition in the investment of the Authority's funds.

Delivery vs. Payment

Securities shall be purchased using the **delivery vs. payment** method with the exception of investment pools and mutual funds. Funds will be released after notification that the purchased security has been received.

Investment Advisors

Investment advisors shall adhere to the spirit, philosophy and specific terms of the Policy and shall advise within the same "Standard of Care". Selected investment advisors must be registered under the Investment Advisors Act of 1940 or with the State Securities Board. A contract with an investment advisor may not be for a term longer than two years and must be approved by the Authority's Board of Directors, including any renewals or extensions.

X. SAFEKEEPING OF SECURITIES AND COLLATERAL

Safekeeping and Custodian Agreements

The Authority shall contract with a bank or banks for the safekeeping of securities either owned by the Authority as part of its investment portfolio or held as collateral to secure financial institution deposits.

Securities owned by the Authority shall be held in the Authority's name as evidence by safekeeping receipts of the institution holding the securities. Safekeeping institutions shall be independent from the parties involved in the investment transaction.

Collateral for deposits will be held by a third-party custodian designated by the Authority and pledged to the Authority as evidence by safekeeping receipts shall be obtained. Collateral may be held by a Federal Reserve Bank or branch of a Federal Reserve Bank, a Federal Home Loan Bank, or a third-party bank approved by the Authority and eligible under state law.

Collateral Policy

Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the Authority to require full collateralization of all Authority funds on deposit with a depository bank. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest on the deposits less any amount insured by the FDIC. At its discretion, the Authority may require a higher level of collateralization for certain investment securities.

Securities pledged as collateral shall be held by an independent third party with whom the Authority has a current custodial agreement. The Authority's Executive Director/Controller is responsible for entering into collateralization agreements with third party custodians in compliance with this Investment Policy. The agreements are to specify the acceptable investment securities for collateral, including provisions relating to possession of the collateral, the substitution or release of investment securities, ownership of securities, and the method of valuation of securities. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the Authority. Collateral shall be reviewed at least monthly to assure that the market value of the pledged securities is adequate.

Collateral Defined

The Authority shall accept only the following types of collateral:

- Obligations of the United States or its agencies and instrumentalities.
- Direct obligations of the state of Texas or its agencies and instrumentalities.
- Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States.
- Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized rating firm not less than A or it's equivalent with a remaining maturity of ten (10) years or less.
- A surety bond issued by an insurance company rated as to investment quality by a nationally recognized rating firm not less than A, or its equivalent.
- A letter of credit issued to the Authority by the Federal Home Loan Bank.

Subject to Audit

All collateral shall be subject to inspection and audit by the Authority's designated financial officer of the Authority's independent auditors.

XI. REPORTING

Methods

The Investment Officers shall prepare an investment report at least quarterly in compliance with generally accepted accounting principles and the Public Funds Investment Act. This report will be prepared in a manner that will allow the Authority to ascertain whether investment activities during the reporting period have conformed to the Investment Policy. The report will be provided to the Authority.

In conjunction with the annual audit, an independent auditor will perform a formal annual review of the quarterly reports with the results reported to the Board of Directors.

Monitoring Market Value

Market value of all collateral, pools and securities will be monitored periodically and obtained from a reputable and independent source.

XII. INVESTMENT POLICY ADOPTION

The Authority's Investment Policy shall be adopted by resolution of the Board of Directors. It is the Authority's intent to comply with state laws and regulations. The Authority's Investment Policy shall be subject to revisions consistent with changing laws, regulations and needs of the Authority. The Board of Directors shall annually adopt a resolution stating that it has reviewed the Policy and Investment strategies, approving any changes or modifications.


**2-G CONSIDERATION AND APPROVAL OF THE CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY COST ALLOCATION POLICY.**



IMPROVING MORE THAN JUST ROADS

MEMORANDUM

To: Board of Directors

From: Victor J. Barron, Chief Financial Officer 

Date: September 25, 2025

Subj: Consideration and Approval of CCRMA Cost Allocation Plan Fiscal Year 2026

The purpose of the cost allocation plan is to provide a framework for which certain project costs can be eligible for reimbursement in the event Federal or State Grant funds are available.

Staff recommend Board approval.



COST ALLOCATION PLAN

2026 FISCAL YEAR

**PREPARED IN ACCORDANCE WITH
2 CFR 225, COST PRINCIPLES FOR STATE, LOCAL, AND INDIAN
TRIBAL GOVERNMENTS (OMB Circular A-87)**

**VICTOR J. BARRON
CHIEF FINANCIAL OFFICER**

DOCUMENT CONTROL

Revision #	Change Reason	Reviewer	QA Checked By	Status	Date Completed
1.0	Approved FY2018 Policy	Adrian Rincones		Final	9/29/17
2.0	Updated to include Environmental Staff as direct labor cost	Adrian Rincones		Final	11/3/17
3.0	Approved FY2020 Policy	Adrian Rincones		Final	10/4/19
4.0	Approved FY 2021 Policy	Victor J. Barron		Final	9/11/20
5.0	Approved FY 2022 Policy	Victor J. Barron		Final	9/22/21
6.0	Approved FY 2023 Policy	Victor J. Barron		Final	9/22/22
7.0	Approved FY 2024 Policy	Victor J. Barron		Final	9/29/23
8.0	Approved FY 2025 Policy	Victor J. Barron		Final	9/26/24
9.0	Approved FY 2026 Policy	Victor J. Barron		Final	9/25/25

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
COST ALLOCATION PLAN

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CERTIFICATE OF COST ALLOCATION PLAN

This is to certify that I have reviewed the Cost Allocation Plan submitted herewith and to the best of my knowledge and belief:

1. All costs included in this proposal to establish cost allocations or billings for the 2026 Fiscal Year are allowable in accordance with the requirements of 2 CFR Part 225, Cost Principals for State, Local, and Indian Tribal Governments (OMB Circular A-87), and the Federal/State Award(s) to which they apply. Unallowable costs have been adjusted for in allocating costs as indicated in the Cost Allocation Plan.
2. All costs included in this proposal are properly allocable to Federal/State awards on the basis of a beneficial or causal relationship between the expenses incurred and the awards to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently.

I declare that the foregoing is true and correct.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

X 

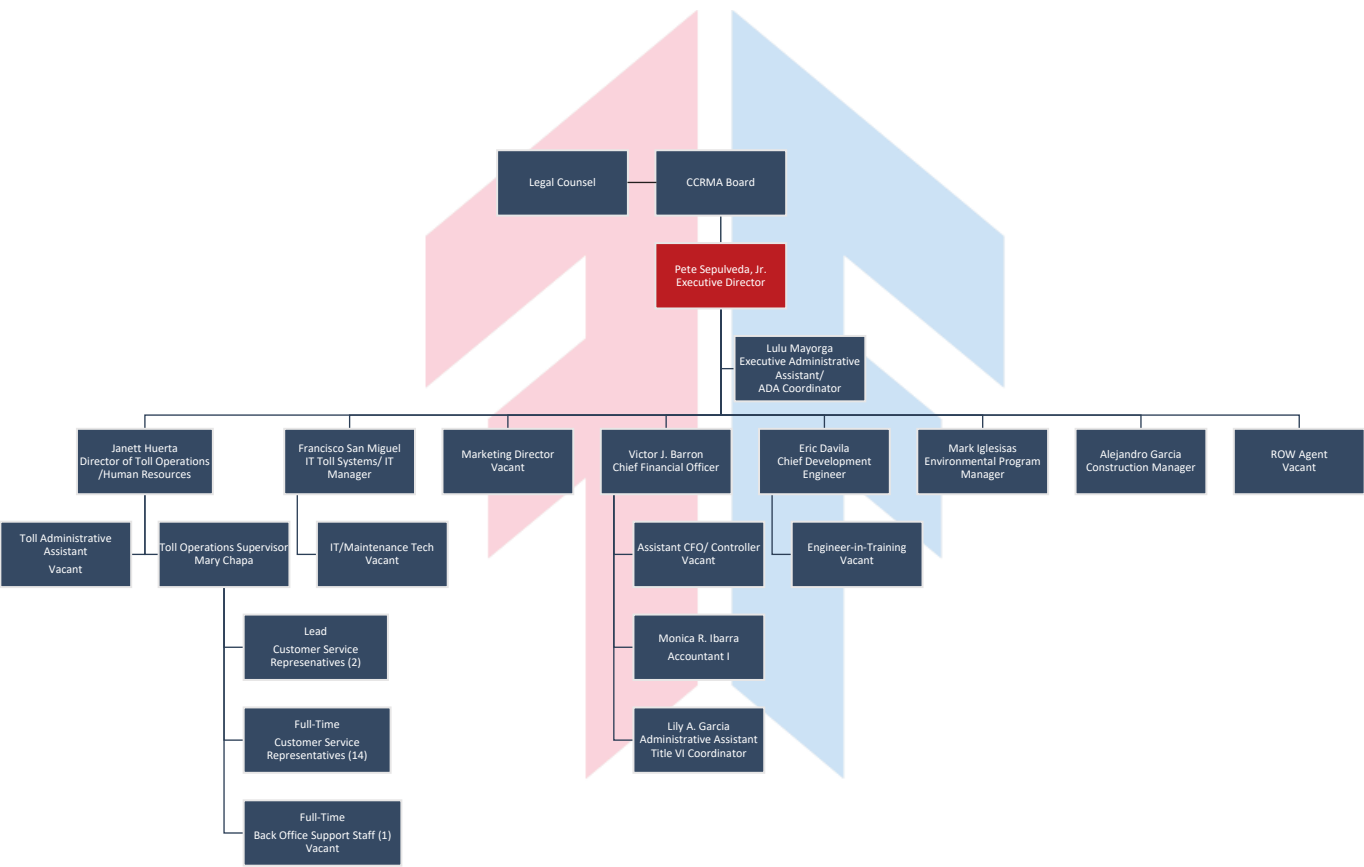
Victor J. Barron
Chief Financial Officer

X 9.19.25

Date

ORGANIZATIONAL CHART

Cameron County Regional Mobility Authority



NARRATIVE

The purpose of this Cost Allocation Plan is to summarize, in writing the methods and procedures the Cameron County Regional Mobility Authority (CCRMA) will use to allocate costs to various Projects, Grants, Contracts and Agreements.

2 CFR 225, (OMB Circular A-87), Cost Principles for State, Local, and Indian Tribal Governments establishes principles and standards for determining costs for Federal awards carried out through grants, cost reimbursement contracts, and other agreements with State and local governments and Federally-recognized Indian Tribal Governments. 2 CFR 225 is issued under the authority of the Budget and Accounting Act of 1921, as amended; the Budget and Accounting Procedures Act of 1950, as amended; the Chief Financial Officers Act of 1990; Reorganization Plan No. 2 of 1970; and Executive Order No. 11451 (“Prescribing the Duties of the Office of Management and Budget and the Domestic Policy Council in the Executive Office of the President”)

Factors Affecting Allowability of Cost under this Plan:

1. Be necessary and reasonable for proper and efficient performance and administration of Federal/State/Local funds.
2. Be allocable to awards under the provisions of 2 CFR Part 225.
3. Be authorized or not prohibited under State and Local laws or regulations.
4. Be consistent with policies, regulations, and procedures that apply to Federal/State/Local awards and other activities of the CCRMA.
5. Be accorded consistent treatment. A cost may not be assigned to a federal award as a direct cost and as an indirect cost for another federal award.
6. Be adequately documented and net of all applicable credits.

Composition of Cost:

Total cost is comprised of the allowable direct cost, plus its allocable portion of allowable indirect costs, less applicable credits.

Direct Costs – Costs that can be identified specifically with a particular final cost objective

Indirect Costs – Costs incurred for a common or joint purpose benefitting more than one cost objective, not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved.

DETAIL OF ALLOCATED COSTS

General Approach

1. All allowable direct costs are charged directly to projects, programs, grants, contracts, etc.
2. Allowable direct costs that can be identified to more than one project are prorated individually as direct costs using a base appropriate to the particular cost.
3. All other allowable indirect costs as defined above are allocated to projects, programs, grants, contracts, etc. using a base that results in an equitable distribution.

CCRMA DIRECT COSTS

Costs considered to be allocated as direct costs as mentioned and defined above, are as follows:

- Compensation of Executive Director
- Compensation of Executive Administrative Assistant
- Compensation of Environmental Program Manager
- Compensation of Chief Development Engineer
- Contractual project cost for the following professional services; engineering, legal, and other project related services
- Construction and construction management costs
- Project related equipment costs
- Preliminary engineering costs
- Plans, specifications, and engineering costs
- Right of way, utilities, and related costs
- Project related insurance costs
- Financing interest on construction projects
- Project legal costs

CCRMA INDIRECT COSTS

Costs considered to be allocated as indirect costs as mentioned and defined above are as follows:

- Administrative and office personnel compensation & contractual labor
- Education & training
- Dues & membership costs
- Office supplies and other operational costs
- Audit costs
- Other professional services not directly related to projects
- Office & equipment rental costs
- Travel expenses and mileage

SUMMARY OF ALLOCATION BASIS

In order for the CCRMA to promote fair and equitable sharing of indirect costs, recognize the full cost of services, and better manage its resources it must assign an allocation basis that can meet this objective. The allocation basis is designed to have a cause-and-effect relationship, uphold fairness, be measurable, and match the benefits received. The allocation basis used to determine the applicable direct and indirect costs necessary of allocation is the direct labor percentages of the Executive Director, Executive Administrative Assistant, Environmental Project Manager, Chief Development Engineer.

Direct Labor is measured as a percentage of time or documented hours worked on each individual project. The percentage of total applicable direct labor costs per project is then used to allocate the total indirect costs allowable to each project. (See Example below)

Example:

	Executive Director	Executive Administrative Assistant	Environmental Program Manager	Chief Development Engineer	% of Time allocated to project
Project 1	20%	20%	20%	30%	22.50%
Project 2	15%	15%	10%	15%	13.75%
Project 3	15%	15%	20%	15%	16.25%
Project 4	15%	15%	30%	15%	18.75%
Project 5	15%	15%	10%	15%	13.75%
Project 6	20%	20%	10%	10%	15.00%
Total	100%	100%	100%	100%	100.00%

	% of total Direct Labor Costs	Allocable Indirect cost in \$
Project 1	22.50%	\$ 26
Project 2	13.75%	14
Project 3	16.25%	16
Project 4	18.75%	17
Project 5	13.75%	14
Project 6	15.00%	13
Total	100%	\$ 100

**2-H CONSIDERATION AND APPROVAL OF THE CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY ANNUAL COMPLIANCE REPORT FOR
SUBMITTAL TO THE TEXAS DEPARTMENT OF TRANSPORTATION AS
REQUIRED BY 43 TEXAS ADMINISTRATIVE CODE §26.25.**

M E M O R A N D U M

To: Board of Directors

From: Pete Sepulveda, Jr., Executive Director *PSJ*

Date: September 25, 2025

Subj: Item 2H- Consideration and Approval of the Cameron County Regional Mobility Authority Annual Compliance Report for Submittal to the Texas Department of Transportation as Required by 43 Texas Administrative Code §26.25.

The Texas Transportation Commission has adopted rules codified at Title 43, Chapter 26, Subchapter G of the Texas Administrative Code (TAC), that require regional mobility authorities to file certain reports and conduct certain audits.

Pursuant to 43 TAC §26.25 (a), the Cameron County Regional Mobility Authority (CCRMA) is required to file a report with the Texas Department of Transportation (TxDOT) confirming that the CCRMA has complied with all the duties it is required to perform under Title 43, Chapter 26, Subchapter G of the Texas Administrative Code.

Furthermore, the Executive Director has prepared a compliance report containing the information in the form required by 43 TAC §26.25 (a), which is included in the agenda backup.

Staff recommends approval of the compliance report and submittal to the Texas Department of Transportation.

Cameron County Regional Mobility Authority

Compliance Report

Texas Administrative Code Title 43, Part I, Chapter 26, Subchapter G
§26.65(a) Annual Reports to the Commission

Compliance Rule	Compliance Statement	Certification
<i>Rule §26.61 Written Reports:</i>		
The annual operating and capital budgets adopted by the RMA year.	CCRMA Board of Directors adopted fiscal year 2024 Budget beginning October 1, 2023.	The CCRMA Board of Directors approved fiscal year 2024 budget on September 29, 2023.
Any annual financial information and notices of material events required to be disclosed under Rule 15c2-12 of the SEC.	The CCRMA annual financial audits and continuing disclosure information are required to be filed on the Electronic Market Access Website (EMMA).	The CCRMA annual audit and continuing disclosure information were filed in March 31, 2025.
To the extent not disclosed in another report required in this compliance report, a statement of any surplus revenue held by the RMA and a summary of how it intends to use the surplus revenue.	The CCRMA has surplus revenues TRZ revenues which are considered within the approved budget to cover the further projects of the organization.	The CCRMA Board of Directors approved budget for fiscal year 2024.
An independent auditor's review of the reports of investment transactions prepared under Government Code, §2256.023.	An independent auditor has applied all necessary procedures within the scope of their Audit which resulted in an “Unmodified Opinion” with no finding for fiscal year 2024.	The Annual Comprehensive Audit Report conducted by BML was formally accepted by the CCRMA Board of Directors in March 2025.
<i>Rule §26.62 Annual Audit:</i>		
The RMA shall maintain its books and records in accordance with generally accepted accounting principles in the United States and shall have an annual financial and compliance audit of such books and records.	The CCRMA earned an “Unmodified Opinion” for fiscal year 2024 from an independent auditor.	The Annual Comprehensive Audit Report conducted by BML was formally accepted by the CCRMA Board of Directors in March 2025.
The annual audit shall be submitted to each county or city that is a part of the RMA within 120 days after the end of the fiscal year, and conducted by an independent certified public accountant.	The CCRMA Annual Comprehensive Financial Report was submitted electronically to Cameron County, Texas.	The CCRMA Annual Comprehensive Financial Report was submitted electronically to Cameron County, Texas, Federal Clearing House and other interested parties including TxDOT.
All work papers and reports shall be retained for a minimum of four years from the date of the audit.	Workpapers are retained for a minimum of four years	CCRMA’s records and retention is within compliance of this requirement.
<i>Rule §26.63 Other Reports to Counties and Cities:</i>		
Provide other reports and information regarding its activities promptly when requested by the counties or cities.	The CCRMA responds promptly to the request of County or local cities as well provides relevant information for immediate access on its website.	CCRMA provides any financial information in a timely manner when requested.

<i>Rule §26.64 Operating Records:</i>		
The Department will have access to all operating and financial records of the RMA. The executive director will provide notification if access is desired by the department.	The CCRMA complies with rule 26.64 of subchapter G of the Texas Administrative Code allowing the Department access to all its operating and financial records.	CCRMA provides any financial information in a timely manner when requested.

**2-I CONSIDERATION AND APPROVAL OF PAYMENT OF INVOICE AND
RELEASE OF CHECK TO ZIWA CORPORATION OF THE FREE TRADE
BRIDGE (LOS INDIOS) PORT OF ENTRY EXPORT BUILDING RENOVATION
DONATION ACCEPTANCE PROGRAM PROJECT AND ANAHUAC
INFRASTRUCTURE LLC FOR THE SH 550 MAINTENANCE PROJECT.**

ZIWA Corporation – September 2025 - \$92,000

Anahuac Infrastructure – Pay App #3 - \$175,000

**2-J CONSIDERATION AND APPROVAL OF A CONTRACT FOR FINANCIAL
MANAGEMENT AND ACCOUNTING SOFTWARE WITH CENTRALSQUARE
TECHNOLOGIES, LLC.**

PROFESSIONAL SERVICES AGREEMENT

WHEREAS, pursuant to a competitive proposals process described in RFP No. 2025-002 (the “RFP”), which RFP is incorporated by reference as **Exhibit 1**, the Cameron County Regional Mobility Authority (the “Authority”) requested proposals for the implementation of a financial management and accounting software system, and professional services related thereto, in accordance with the requirements of the RFP (the “Project”); and,

WHEREAS, the Authority’s Board of Directors awarded this Agreement to CentralSquare Technologies, L.L.C. (the “Consultant”) after finding that the Consultant submitted the highest ranked proposal; and,

WHEREAS, the Consultant agrees to perform the Project in accordance with this Professional Services Agreement (the “Agreement”); and,

WHEREAS, this Agreement between the Authority and the Consultant is hereby entered into and agreed to as of the 25th day of September 2025 (the “Effective Date”);

NOW, THEREFORE, the parties agree, as follows:

1.0 Definitions.

- 1.1 Authority.** Any reference herein to the “Authority” shall be interpreted to mean the same as the Cameron County Regional Mobility Authority.
- 1.2 Consultant.** Any reference herein to the “Consultant” shall be interpreted to mean the same as CentralSquare Technologies, L.L.C.
- 1.3 The Agreement.** The Agreement is comprised of the Agreement, the Exhibits listed and referenced herein, and all formal changes to any of those documents by addendum or other agreement signed by the Authority and the Consultant. This Agreement is intended to be an integral whole and shall be interpreted as internally consistent. Services required by any page, part, or portion of the Agreement shall be deemed to be required as if called for in the whole Agreement and no claim for extra Services shall be based upon the fact that the description of the Services in question is incomplete.
- 1.4 Work.** The terms “Work” and “Project” shall mean whatever is done by or required of the Consultant to perform and complete its duties relating to this Agreement, including, without limitation, the following:
 - 1.4.1** The provision and furnishing and prompt payment therefore of all labor, supervision, services, materials, supplies, equipment, software, fixtures, tools, transportation, storage, and things required for the Work.
 - 1.4.2** The furnishing of any required insurance as required by this Agreement.

1.4.3 The furnishing of all other services and things required or reasonably inferable from this Agreement.

1.4.4 The Work provided pursuant to this Agreement shall generally consist of those services for the Authority as described herein and in the Exhibits and incorporated by reference, including but not limited to any warranty of the Work provided by the Consultant. The Consultant shall perform all Work necessary to complete the Work in accordance with this Agreement. Time is of the essence. Any reference herein to the “Services” shall be interpreted to mean the

1.5 Provision of All Things Required. Anything that may be required, implied or inferred by the Agreement, shall be provided by the Consultant for the Compensation.

1.6 Privity only with the Consultant. Nothing contained in this Agreement shall create, nor be interpreted to create, privity or any other relationship whatsoever between the Authority and any person except the Consultant and the Consultant’s permitted successors and assigns.

1.7 “Include” Intended to be Encompassing. “Include”, “includes”, or “including”, as used in the Agreement, shall be deemed in all cases to be followed by the phrase, “without limitation.”

1.8 Use of Singular and Plural. Words or terms used as nouns in the Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.9 Definition of Material Breaches not Exhaustive. The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of the Agreement shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of the Agreement.

2.0 Consultant’s Representations. In order to induce the Authority to execute this Agreement and recognizing that the Authority is relying thereon, the Consultant, by executing this Agreement, and without superseding, limiting, or restricting any other representation or warranty set forth elsewhere in this Agreement, or implied by operation of law, makes the following express representations to the Authority:

2.1 The Consultant is fully qualified to perform the Services.

2.2 The Consultant shall maintain all necessary licenses or other authorizations necessary for the Services until the Consultant’s duties under this Agreement have been fully satisfied.

- 2.3 The Consultant has the expertise, experience, and knowledge as well as the necessary team, personnel, and financial capability to perform the Services in accordance with the terms of this Agreement.
- 2.4 Prior to the execution of this Agreement, the Consultant has become familiar with the Project and the Services required by this Agreement as well as has reviewed the Authority's concerns, if any, and the Consultant accepts the foregoing in entering into this Agreement.
- 2.5 The Consultant assumes full responsibility to the Authority for the improper acts and omissions of its subcontractors, or others employed or retained by the Consultant in connection with the Services.

3.0 Agreement Term and Agreement Price.

- 3.1 The term of this Agreement shall be five (5) years unless otherwise renewed, amended, or terminated by the parties in accordance with this Agreement. Prior to the expiration of the term of this Agreement, the parties may agree to additional renewals of this Agreement as may be agreed to them. The Consultant shall complete implementation of the Work no later than three (3) months of commencement thereof, unless this Agreement is otherwise amended by the parties. Failure to properly and timely complete implementation of the Work shall constitute grounds for immediate termination of this Agreement.
- 3.2 The total not-to-exceed (NTE) value of the Agreement is described in Appendix B to the Consultant's Proposal incorporated by reference as **Exhibit 2**. The NTE amount is to be paid in accordance with the provisions herein. The Consultant exceeds the NTE amount at its own risk. The Authority reserves the right to amend this amount (increase/decrease) at any time during the Agreement when the Authority determines, in its sole discretion, that doing so is in its best interests. The foregoing right includes the Authority requiring the Consultant to modify the Services by executing an amendment or other supplemental agreement.

4.0 Authority's Obligations. Pursuant to the Agreement, the Authority agrees to perform any obligations of the Authority as detailed herein.

- 4.1 The Authority shall review any documents submitted by the Consultant requiring the Authority's decision, and shall render any required decisions pertaining thereto.
- 4.2 The Authority shall provide the Consultant with such information, existing and reasonably available, or necessary to the Consultant's performance of the Agreement as the Consultant may request.
- 4.3 The Authority's agreement not to exercise, or its delay or failure to exercise, any right under the Agreement or to require strict compliance with any obligation of the

Consultant under the Agreement shall not be a waiver of the right to exercise such right or to insist on such compliance at any other time or on any other occasion.

4.4 Right to Audit. The Authority shall be entitled to rely upon the accuracy and completeness of the information furnished by the Consultant in connection with its request for payment. The Authority shall have the right, however, upon demand, to make a detailed examination, audit, or inspection of the Consultant's books and records for the purpose of verifying the accuracy and completeness of such information. Notwithstanding the foregoing, the Authority agrees that the scope of this provision is limited to documents or information that concern any default by the Consultant or documents or information required by a third party, if applicable. In providing documents or information to the Authority, the Consultant expressly acknowledges and understands that the Authority is subject to the Texas Public Information Act. In the event the Authority determines that the Consultant has been paid any sums not due, then such sums shall be reimbursed by the Consultant to the Authority within two (2) Working Days of written demand by the Authority.

4.4.1 Consultant shall have the right to audit the Authority's use of the Software to monitor compliance with this Agreement. The Authority shall permit Consultant and its directors, officers, employees, and agents to have on-site access at the Authority's premises (or remote access as the case may be) during normal business hours to such systems, books, and records for the purpose of verifying license counts, access counts, and overall compliance with this Agreement. The Authority shall render reasonable cooperation to Consultant as requested. If as a result of any audit or inspection Consultant substantiates a deficiency or non-compliance, or if an audit reveals that the Authority has exceeded the restrictions on use, the Authority shall pay for any delinquencies in compliance and prompt payment of any underpayment of Fees.

5.0 Additional Obligations of the Consultant.

5.1 The Consultant shall be solely responsible for providing supervision and oversight to all of the Consultant's personnel.

5.2 The Consultant agrees to submit a status report to the Authority within three (3) business days of request by the Authority.

5.3 The Consultant warrants and represents that it will assign only qualified personnel to perform the Services.

5.4 All Services provided by the Consultant shall be done in accordance with applicable all Federal, State and local laws, regulations, codes, and ordinances.

5.5 The Consultant, in connection with performing its services hereunder, will have access to or may be provided certain confidential information concerning the Authority and agrees that any information concerning the finances, accounting

practices, business, client, client lists, property information, client data, records of the Authority or any other information which a reasonable person could conclude that should remain confidential (collectively “Confidential Information”), will not be disclosed to any party and without limitation, any employee of the Authority or any client or potential client of the Authority at any time, except for the Consultant’s legal counsel, accounts, or financial advisors, who will also hold such Confidential Information in confidence. The Consultant acknowledges that the information is being provided with the sole understanding that all Confidential Information will remain confidential and will be held in the strictest confidence. The Consultant further acknowledges that any disclosure of the Confidential Information, whether intentional or inadvertent, may harm the Authority. The Authority will have the right to enforce the Agreement by specific performance, as well as hold the Consultant liable for any damages caused by any disclosure of any Confidential Information, whether intentional or inadvertent. The Consultant agrees that it has received valuable consideration for the entering into of the Agreement and agrees to be bound all of its terms and conditions. The Agreement will be binding on the Consultant and any attorney, accountant, financial advisor, or other consultant who also may be provided Confidential Information.

5.6 Insurance and Indemnity Requirements.

5.6.1 Indemnity. The complete indemnity requirements are detailed within Section 7.10 herein.

5.6.2 Insurances. In this regard, the Consultant shall maintain the following insurance coverage during the effective term of this Agreement and shall name the Authority as an “additional insured”:

5.6.2.1 General Liability Insurance. An original certificate evidencing General Liability coverage, naming the Authority as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Authority as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a deductible not greater than \$1,000.

5.6.2.2 Worker’s Compensation Insurance. Such coverage shall be consistent with statute and with no pre-set limits and having Employer’s liability limit of \$500,000. A waiver of subrogation in favor of the Agency must be included in the policy.

5.6.2.3 Automobile Liability Insurance. An original certificate evidencing automobile insurance coverage in a combined single

limit of \$1,000,000 and each vehicle utilized by the Consultant must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000.

5.6.2.4 Professional Liability Insurance. An original certificate evidencing professional liability insurance coverage naming the Authority as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Authority as an additional insured under said policy with a limit of liability of \$1,000,000 for any one claim. Such insurance shall be applicable to claims arising out of or related to the performance of this Agreement.

5.6.2.5 Cyber Liability Insurance. An original certificate evidencing cyber liability insurance coverage including network and internet security liability coverage, privacy liability coverage, and media coverage, and naming the Authority as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Authority as an additional insured under said policy with a limit of liability of \$1,000,000. Such insurance shall be applicable to claims arising out of or related to this Agreement and no contract or agreement between the Consultant and any subcontractor/consultant shall relieve the Consultant of the responsibility for providing this Cyber Liability coverage.

5.6.2.6 Certificates/Endorsements. The Consultant shall provide the Authority with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above. Failure to maintain the above-reference insurance coverage, including naming the Authority as an additional insured during the term(s) of the Contract shall constitute a material breach thereof. Insurance certificate(s)/endorsement(s) shall be delivered to the Authority.

5.6.3 Licensing. The Consultant shall also provide the Authority a copy of any required licenses. Failure to maintain these licenses in a current status during the term(s) of this Agreement shall constitute a material breach thereof.

6.0 Notices, Invoices, and Reports.

6.1 All notices, reports, or invoices shall be in writing and (a) delivered personally; (b) sent by certified mail, return receipt requested; (c) sent by a recognized overnight mail or courier service, with delivery receipt requested; or, (d) sent by email

communication followed by receipt confirmed by telephone, to those persons designated from time to time in writing, as follows:

AUTHORITY:

Cameron County Regional Mobility Authority
Attention: Pete Sepulveda, Jr.
Executive Director
3461 Carmen Avenue
Rancho Viejo, Texas 78575
Email: psepulveda@ccrma.org

Copies to:

Rentfro, Irwin & Irwin, PLLC
Attention: David F. Irwin
1650 Paredes Line Road, Suite 102
Brownsville, Texas 78521
Email: David@rentfrolawfirm.net

CONSULTANT:

CentralSquare Technologies, LLC
Attention: Legal/Contracts
1000 Business Center Dr.
Lake Mary, FL 32746
Email: michael.durand@centralsquare.com

7.0 Additional Considerations.

- 7.1 Severability.** The invalidity of any provision of the Agreement, as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision herein.
- 7.2 Applicable Laws.** THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE EXCLUSIVELY IN THE STATE AND FEDERAL COURTS OF CAMERON COUNTY, TEXAS.
- 7.3 Official, Agent and Employees of the Authority Not Personally Liable.** It is agreed by and between the parties hereto that in no event shall any Director, officer, employee, or agent of the Authority in any way be personally liable or responsible for any covenant or agreement herein contained, whether either expressed or

implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

- 7.4 Subcontractors/Subconsultants.** Unless otherwise authorizing in writing by the Authority, the Consultant may not use any subcontractors or subconsultants to accomplish any portion of the Services without obtaining the prior written permission of the Authority. Moreover, by signing the Agreement, the Consultant is certifying to the Authority that the Consultant shall not enter into any subcontract with a subcontractor or a subconsultant that is debarred or suspended by the Texas Department of Transportation or any federal agency. By entering this Agreement, the Authority provides its written permission for the Consultant to use the services of the subcontractors or subconsultants listed on **Exhibit 3** attached hereto and incorporated by reference. Notwithstanding the foregoing, in no way does the Authority providing written permission to the Consultant to use the services of a subcontractor or subconsultant waive the Authority's governmental immunity or make such subcontractor or subconsultant a third-party beneficiary to this Agreement.
- 7.5 Attorney's Fees.** In the event that litigation is commenced by one party hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including reasonable attorneys' fees. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.
- 7.6 Independent Consultant.** The Consultant is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- 7.7 Waiver of Breach.** A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- 7.8 Time of the Essence.** Time is of the essence under this Agreement as to each provision in which time of performance is a factor.
- 7.9 Limitation of Liability.** IN NO EVENT SHALL THE AUTHORITY BE LIABLE TO THE CONSULTANT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES.
- 7.9.1 NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE**

NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:

- 7.9.2 NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, REPLACEMENT COSTS, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, AND REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND**
- 7.9.3 CONSULTANT'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY THE AUTHORITY TO CONSULTANT HEREUNDER FOR THE LAST TWELVE (12) MONTHS PRIOR TO THE DATE THE CLAIM AROSE.**

7.10 Indemnification.

- 7.10.1 THE CONSULTANT RELEASES THE AUTHORITY FROM AND AGREES TO INDEMNIFY, DEFEND, AND HOLD THE AUTHORITY (AND ITS OFFICERS, EMPLOYEES, AND AGENTS) HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, SUITS, ACTIONS, DECREES, JUDGMENTS, ATTORNEY'S FEES, COURT COSTS, AND OTHER EXPENSES OF ANY KIND OR CHARACTER FOR DEFENDING THE CLAIMS AND DEMANDS, WHICH ARE CAUSED BY, ARISE OUT OF, OR OCCUR DUE TO ANY FAILURE OF THE CONSULTANT TO PERFORM THE OBLIGATIONS REQUIRED BY THE AGREEMENT AS WELL AS FEDERAL, TEXAS, OR OTHER APPLICABLE LAW, INCLUDING BUT NOT LIMITED TO CLAIMS OR DEMANDS BASED ON THE NEGLIGENCE, GROSS NEGLIGENCE, OR OTHER ACTIONS OR INACTIONS OF THE CONSULTANT, OR THE CONSULTANT'S AGENTS, EMPLOYEES, SUBCONSULTANTS, SUBCONSULTANTS, OR OTHER THIRD PARTIES. THE CONSULTANT HEREBY WAIVES ANY RIGHT TO DEFEND AGAINST THE ENFORCEABILITY OF THIS INDEMNIFICATION PROVISION AND EXPRESSLY AGREES THAT THIS PROVISION MEETS ALL LEGAL**

REQUIREMENTS AND IS LEGALLY ENFORCEABLE AGAINST THE CONSULTANT.

- 7.10.2** In this connection, it is expressly agreed that the Consultant shall, at its own expense, defend the Authority, its officers, employees, and agents, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act of the Consultant the consequences of which the Consultant has indemnified the Authority. If the Consultant shall fail to do so, the Authority shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the Consultant including attorney's fees and court costs.
- 7.10.3** Any money due to the Consultant under and by virtue of the Agreement, which the Authority believes must be withheld from the Consultant to protect the Authority, may be retained by the Authority so long as it is reasonably necessary to ensure the Authority's protection; or in case no money is due, its surety may be held until all applicable claims have been settled and suitable evidence to that effect furnished to the Authority provided, however, the Consultant's payments shall not be withheld, and its surety shall be released, if the Consultant is able to demonstrate that it has adequate liability and property damage insurance to protect the Authority from any potential claims.
- 7.10.4** The Consultant shall provide that any contractual arrangement with a subcontractor or subconsultant shall be in conformance with the terms of the Agreement including the terms of this indemnity provision. The Consultant guarantees that it will promptly handle and rectify any and all claims that may be made against it or any of its subcontractors or subconsultants in connection with the Agreement.
- 7.10.5** INTENTIONALLY DELETED.

- 7.11 Rights in Data (Ownership and Proprietary Interest).** The Authority shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the Consultant solely for the benefit of the Authority, *i.e.*, in exchange for consideration received from the Authority, pursuant to the terms of the Agreement, including but not limited to, videos, reports, or other documents or information concerning the Agreement.
- 7.12 Assignment/Transfer.** Neither party shall assign or transfer any of its rights or interest under the Agreement without first obtaining the prior written consent of the other party to such assignment or transfer. Whether to provide such prior written consent shall not be unreasonably withheld.

7.13 THE CONSULTANT EXPRESSLY AGREES THAT: (1) THE AUTHORITY RETAINS ITS GOVERNMENTAL IMMUNITY IN ALL RESPECTS UNDER THIS AGREEMENT; AND, (2) NO AGREEMENTS, BETWEEN THE CONSULTANT AND ANY THIRD PARTY SHALL BE ENFORCEABLE AGAINST THE AUTHORITY. THE CONSULTANT WARRANTS TO THE AUTHORITY THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT AND THAT, IN THE EVENT A THIRD PARTY ATTEMPTS TO HOLD THE AUTHORITY LIABLE FOR ANY ACTION OR INACTION OF THE CONSULTANT, THAT THE CONSULTANT SHALL INDEMNIFY THE AUTHORITY UNDER SECTION 7.10.

8.0 Payments.

- 8.1** To receive payment for services rendered pursuant to this Agreement, the Consultant shall submit a fully completed payment application for Work previously performed for the Authority by delivering such application to the Authority.
- 8.2** The Authority shall have thirty (30) days to review the payment application and determine, in its sole and absolute discretion, whether the payment application satisfies the requirements herein and in the Contract Documents.
- 8.3** The Consultant waives any rights under the Prompt Payment Act or other law until the foregoing requirements are fulfilled as determined by the Authority in its sole and absolute discretion.

9.0 Exhibits.

9.1 The following noted documents are a part of the Agreement:

- 9.1.1 Exhibit 1.** RFP No. 2025-002. A true and correct copy of the foregoing may be found at the Authority's office and is incorporated by reference as if fully set forth herein.
- 9.1.2 Exhibit 2.** Consultant's Proposal. A true and correct copy of the foregoing may be found at the Authority's office and is incorporated by reference as if fully set forth herein.
- 9.1.3 Exhibit 3.** List of approved Subcontractors/Subconsultants.
- 9.1.4 Exhibit 4.** Solution(s) and Services Fee Schedule
- 9.1.5 Exhibit 5.** Maintenance & Support
- 9.1.6 Exhibit 6.** CentralSquare Access Management Policy
- 9.1.7 Exhibit 7.** Statement of Work (SOW)

9.1.8 Exhibit 8. Service Level Commitments

9.1.9 Exhibit 9. Third-Party Terms and Conditions

9.1.10 IN THE EVENT OF A QUESTION AS TO THE INTERPRETATION OF ANY PROVISION OF THIS AGREEMENT, THE PROVISION SHALL NOT BE CONSTRUED AGAINST THE DRAFTING PARTY. THIS INCLUDES BUT IS NOT LIMITED TO THE CONSULTANT'S AGREEMENT THAT SECTION 7.10, AND ANY OTHER CLAUSE HEREIN, SHALL IN NO EVENT BE STRICTLY CONSTRUED AGAINST THE AUTHORITY.

10.0 Termination.

10.1 The Authority may terminate this Agreement for convenience or for the Consultant's default at any time prior to the expiration of the Agreement by delivering written notice to the Consultant in accordance with this Agreement. Termination shall be effective upon the earlier to occur of the date specified in the written notice to the Consultant or sixty (60) days from delivery of the written notice should the breach or default be uncured within that timeframe.

10.1.1 Termination for Convenience shall not be enacted prior to the Go-Live of the purchased system.

10.1.2 In the event of Termination for Convenience, the Authority will not be entitled to any refunds or rebates for the Annual Subscription fees unused at the time of termination; however, the Authority shall only be obligated to pay for services rendered up to the date of termination.

10.2 If, during the term of this Agreement, sufficient funds are not appropriated or otherwise made available to enable the Authority to meet its obligations under this Agreement, the Authority may terminate this Agreement at the end of the period for which funds have been appropriated. The Authority shall notify Consultant in writing of such non-appropriation at the earliest possible date.

10.3 Either Party may terminate this Agreement for a material breach in accordance with this subsection. In such event, the disputing Party shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which the disputing Party is invoking its right to terminate and the specific requirement within this Agreement or any exhibit or schedule hereto that the disputing Party is relying upon. Following such notice, the Parties shall commence dispute resolution procedures in accordance with the dispute resolution procedure pursuant to Section 18.

10.4 Consultant shall have the right to terminate this Agreement based on the Authority's failure to pay undisputed amounts due under this Agreement more than ninety (90) days after delivery of written notice of non-payment.

10.5 Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

- 10.5.1** All rights, licenses, and authorizations granted to the Authority hereunder will immediately terminate and the Authority shall immediately cease all use of Consultant's Confidential Information and the Solutions, and within thirty (30) days deliver to the Consultant, or at Consultant's request destroy and erase Consultant's Confidential Information from all systems the Authority directly or indirectly controls; and
- 10.5.2** All licenses, access or subscription fees, services rendered but unpaid, and any amounts due by the Authority to Consultant of any kind shall become immediately payable and due no later than thirty (30) days after the date of the termination or expiration, including anything that accrues within those thirty (30) days.
- 10.5.3** The provisions set forth in the following sections, and any other right or obligation of the Parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Indemnifications, & Limitations of Liability), will survive any expiration or termination of this Agreement, for a period of five (5) years or the applicable statute of limitations, whichever is longer.
- 10.5.4** In the event that the Authority terminates this Agreement or cancels any portions of a project (as may be set forth in a Statement of Work) prior to Go Live (which shall be defined as "first use of a Solution or module of a Solution in a production environment, unless otherwise agreed by the Parties in a statement of work"), the Authority shall pay for all Professional Services actually performed by Consultant on a time and materials basis, regardless of the payment terms in Exhibit 4.
- 10.5.5** Return of Authority Data. If the Authority requests in writing at least ten (10) days prior to the date of expiration or earlier termination of this Agreement, Consultant shall within sixty (60) days following such expiration or termination, deliver to the Authority in Consultant's standard format the then most recent version of the Authority Data maintained by Consultant, provided that the Authority has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.
- 10.5.6** Deconversion. In the event of (i) expiration or earlier termination of this Agreement, or (ii) The Authority no longer purchasing certain Solutions (including those indicated to be Third-Party Materials), if the Authority requests assistance in the transfer of The Authority Data to a different vendor's applications ("Deconversion"), Consultant will provide reasonable assistance. Consultant and the Authority will negotiate in good faith to establish the relative roles and responsibilities of Consultant and the Authority in effecting Deconversion, as well as the appropriate date for completion. Consultant shall be entitled to receive compensation for any additional consultation, services, software, and documentation required for Deconversion on a time and materials basis at Consultant's then standard rates.

11.0 General Provisions.

- 11.1 The failure of the Authority to insist upon strict performance of any of the covenants and agreements contained herein, or to otherwise exercise its rights under this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be and remain in full force and effect.
- 11.2 Any modification to this Agreement must be made in writing and signed by authorized representatives of both parties. No delay or failure in exercising any right hereunder waives any right guaranteed hereunder or at law by either party.
- 11.3 This Agreement may be executed in multiple counterparts, each of which shall constitute an original hereof and when at least one counterpart has been executed by each party, all such executed copies shall constitute the binding agreement of the parties. Facsimile and e-mail signatures are effective as originals for all purposes.

12.0 License, Access, and Title.

- 12.1 **License Grant.** For any Solution designated as a “license” on Exhibit 4, the Authority is granted a perpetual (unless terminated as provided herein), nontransferable, nonexclusive right and license to use the Software for the Authority’s own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 4. Additional software licenses purchased after the execution of this Agreement shall also be licensed in accordance with the provisions of this section. The Authority shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable license. In such event, the Authority shall not be entitled to a refund of any license fees paid. Notwithstanding, the Authority shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities, provided that the Software is installed and operated at only one physical location. The Software license granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.
- 12.2 **Access Grant.** For any Solution designated as a “subscription” on Exhibit 4, so long as subscription fees are paid and current, (unless terminated as provided

herein), the Authority is granted a nontransferable, nonexclusive right to use the software for the Authority's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 4. Additional Consultant software subscriptions purchased after the execution of this Agreement shall also be accessed in accordance with the provisions of this section. The Authority shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable access. In such event, the Authority shall not be entitled to a refund of any subscription fees paid. Notwithstanding, the Authority shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities. The subscription access granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.

- 12.3 Documentation License.** Consultant hereby grants to the Authority a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for the Authority's internal business purposes in connection with its use of the Solutions.
- 12.4 Application Programming Interface "API".** If the Authority has purchased any Application Programming Interface (API) license or subscription, the Authority may use such API for the Authority's own internal use to develop interfaces which enable interfacing with the applicable Consultant Software purchased herein. The development and use of such interfacing applications is specifically permitted under the use granted herein and shall not be deemed derivative works provided that they are not, in fact, derived from the Consultant Software or the ideas, methods of operation, processes, technology or know-how implemented therein. Other than the usage rights granted herein, the Authority shall not acquire any right, title or interest in the Consultant Software or API by virtue of the interfacing of such applications, whether as joint owner, or otherwise. Should the Authority desire to provide or share the API to a third-party, the third-party must enter into an API Access Agreement by and between the third-party and Consultant directly to govern the usage rights and restrictions of the applicable API.
- 12.5 Hardware.** Subject to the terms and conditions of this Agreement, Consultant agrees to deliver, through hardware vendors, the Hardware itemized on Exhibit 4. The risk of loss or damage will pass to the Authority upon the date of delivery to the Authority specified facility. Upon delivery and full satisfaction of the Hardware payment obligations, Hardware shall be deemed accepted and the Authority will acquire good and clear title to Hardware. All Hardware manufacturer warranties

will be passed through to the Authority. Consultant expressly disclaims, and the Authority hereby expressly waives all other Hardware warranties, express or implied, without limitation, warranties of merchantability and fitness for a particular purpose.

12.6 Reservation of Rights. Subject to Section 7.11, nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with Consultant and the respective rights holders.

13.0 Use Restrictions. Authorized Users shall not:

- 13.1** copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Entity, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
- 13.2** reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;
- 13.3** bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;
- 13.4** input, upload, transmit, or otherwise provide to or through the Consultant Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code (any software, hardware, device, or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software firmware, hardware, system or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent the Authority or any Authorized User from accessing or using the Solutions as intended by this Agreement;
- 13.5** damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Consultant Systems, or CentralSquare's provision of services to any third-party, in whole or in part;
- 13.6** remove, delete, alter, or obscure any trademarks, specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;

- 13.7 access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;
- 13.8 access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted in Section 12.

14.0 Representations and Warranties.

- 14.1 Intellectual Property Warranty. Consultant represents and warrants that (a) it is the sole and exclusive owner of (or has the right to license) the software; (b) it has full and sufficient right, title and authority to grant the rights and/or licenses granted under this Agreement; (c) the software does not contain any materials developed by a third party used by Consultant except pursuant to a license agreement; and (d) the software does not infringe any patent, or copyright.
- 14.2 Intellectual Property Remedy. In the event that any third party asserts a claim of infringement against the Authority relating to the software contained in this Agreement, Consultant shall indemnify and defend the Authority pursuant to section 7 of this Agreement. In the case of any such claim of infringement, Consultant shall either, at its option, (1) procure for The Authority the right to continue using the software; or (2) replace or modify the software so that that it becomes non-infringing, but equivalent in functionality and performance.
- 14.3 Software Warranty. Consultant warrants to The Authority that: (i) for a period of one year from Delivery (the "Warranty Period") the Software will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with this Agreement; and (ii) at the time of Delivery the Software does not contain any virus or other malicious code.
- 14.4 Software Remedy. If, during the Warranty Period a warranty defect is confirmed in the Consultant Software, Consultant shall, at its option and as the sole remedy, reinstall the Software or correct the Defects pursuant to Exhibit 5 (Maintenance & Support).
- 14.5 Services Warranty. Consultant warrants that the Professional Services delivered will substantially conform to the deliverables specified in the applicable statement of work and that all Professional Services will be performed in a professional and workmanlike manner consistent with industry standards for similar work. If Professional Services do not substantially conform to the deliverables, The Authority shall notify Consultant of such non-conformance in writing, within 10 days from completion of Professional Service, and Consultant shall promptly repair the non-conforming deliverables.
- 14.6 **Disclaimer of Warranty. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, CONSULTANT MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE INTELLECTUAL PROPERTY, SOFTWARE, PROFESSIONAL SERVICES, AND/OR ANY OTHER MATTER**

RELATING TO THIS AGREEMENT, AND THAT CONSULTANT DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FURTHER, CONSULTANT EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY THE AUTHORITY IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CONSULTANT PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED “AS-IS” AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN THE AUTHORITY AND THE THIRD-PARTY. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CONSULTANT’S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.

15.0 Confidentiality.

15.1 Nondisclosure. The Parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. “Confidential Information” means the Solution(s), Software, and customizations in any embodiment, and either Party’s technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and future business plans as well as any and all internal Customer and employee information, and any information exchanged by the Parties that is clearly marked with a confidential, private or proprietary legend or which, by its nature, is commonly understood to be confidential.

15.2 Exceptions. A Party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient’s lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient’s disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law, such as the Texas Public Information Act.

16.0 Security.

16.1 Consultant will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Authority

Data, protect against any anticipated threats or hazards to the security or integrity of Authority Data, and protect against unauthorized access or use of Authority Data. Consultant will review and test such safeguards on no less than an annual basis.

- 16.2** The Authority shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication, non-repudiation, virus detection and eradication.
 - 16.3** To the extent that Authorized Users are permitted to have access to the Solutions, the Authority shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of Consultant in the Solutions and Documentation and disclaim any liability or responsibility of Consultant with respect to such Authorized Users.
- 17.0 Personal Data.** If Consultant processes or otherwise has access to any personal data or Personal Information on the Authority's behalf when performing Consultant's obligations under this Agreement, then:
- 17.1** The Authority shall be the data controller (where "data controller" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and Consultant shall be a data processor (where "data processor" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);
 - 17.2** The Authority shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or Personal Information to Consultant so that Consultant may lawfully use, process and transfer the personal data and Personal Information in accordance with this Agreement on the Authority's behalf, which may include Consultant processing and transferring the relevant personal data or Personal Information outside the country where the Authority and the Authorized Users are located in order for Consultant to provide the Solutions and perform its other obligations under this Agreement; and
 - 17.3** Consultant shall process personal data and information only in accordance with lawful and reasonable written instructions given by the Authority and as set out in and in accordance with the terms of this Agreement; and
 - 17.4** Consultant shall take reasonable steps to ensure that its employees, agents and contractors who may have access to Personal Information are persons who need to know / access the relevant Personal Information for valid business reasons; and
 - 17.5** Each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and Personal Information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and Personal Information and the nature of the personal data and Personal Information being protected. If necessary, the Parties will cooperate to document these measures taken.

18.0 Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this Agreement (each, a “Dispute”), including the breach, termination, or validity thereof, shall be resolved as follows:

18.1 Good Faith Negotiations. The Parties agree to send written notice to the other Party of any Dispute (“Dispute Notice”). After the other Party receives the Dispute Notice, the Parties agree to undertake good faith negotiations to resolve the Dispute. Each Party shall be responsible for its associated travel and other related costs.

18.2 Escalation to Mediation. If the Parties cannot resolve any Dispute through good faith negotiations, the dispute will be escalated to non-binding mediation, with the Parties acting in good faith to select a mediator and establishing the mediation process. The Parties agree the mediator’s fees and expenses, and the mediator’s costs incidental to the mediation, will be shared equally between the Parties. The Parties shall bear their own fees, expenses, and costs.

18.3 Confidential Mediation. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in an litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

18.4 Litigation. If the Parties cannot resolve a Dispute through mediation, then once an impasse is declared by the mediator either Party may pursue litigation in a court of competent jurisdiction in Cameron County, Texas.

19.0 Authority Obligations.

19.1 Authority Systems and Cooperation. The Authority shall at all times during the Term: (a) set up, maintain, and operate in good repair all the Authority Systems on or through which the Solutions are accessed or used; (b) provide Consultant Personnel with such access to the Authority's premises and the Authority Systems as is necessary for Consultant to perform the Support Services in accordance with the Support Standards and specifications and if required by Consultant, remote access in accordance with Exhibit 6 (CentralSquare Access Management Policy); and (c) provide all cooperation as Consultant may reasonably request to enable Consultant to exercise its rights and perform its obligations under this Agreement.

19.2 Effect of the Authority Failure or Delay. Consultant is not responsible or liable for any delay or failure of performance caused in whole or in part by the Authority's delay in performing, or failure to perform, any of its obligations under this Agreement.

19.3 Corrective Action and Notice. If the Authority becomes aware of any actual or threatened activity, the Authority shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify Consultant of any such actual or threatened activity.

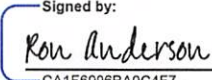
19.4 Maintaining Current Versions of Consultant Solutions. In accordance with Exhibit 5 (Maintenance & Support). The Authority shall install and/or use any New

or Major Release within one year of being made available by Consultant to mitigate a performance problem, ineligibility for Support Services, or an infringement claim.

20.0 CERTIFICATIONS. Each party hereby acknowledges by signature below that they have reviewed the foregoing and understand and agree to abide by their respective obligations as defined herein.

CONSULTANT:

CENTRALSQUARE TECHNOLOGIES, L.L.C.

By:  Signed by:
CA1F6996BA0C4F7...
Ron Anderson Chief Revenue Officer
Name/Title

Date: 9/25/2025

AUTHORITY:

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By: 
Frank Parker, Jr., Chairman

Date: 09/25/2025

EXHIBIT 4
Solution(s) and Services Fee Schedule

Quote #: Q-214308

SOFTWARE INCLUDED

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
1.	BambooHR Pro Annual Subscription Fee	1	5,353.76		5,353.76
2.	Naviline Finance Annual Subscription Fee	1	39,000.00	- 9,750.00	29,250.00
Software Subtotal					44,353.76 USD
Discount					- 9,750.00 USD
Software Total					34,603.76 USD

SERVICES INCLUDED

	DESCRIPTION	TOTAL
1.	BambooHR Services Fees	648.70
2.	NaviLine Finance New Install Services - Fixed Fee	57,800.00
3.	Public Administration Project Management Services - Fixed Fee	1,560.00
Services Subtotal		60,008.70 USD
Discount		- 19,354.80 USD
Services Total		40,653.90 USD

QUOTE SUMMARY

Software Subtotal	44,353.76 USD
Services Subtotal	60,008.70 USD
Quote Subtotal	104,362.46 USD
Discount	- 29,104.80 USD
Quote Total	75,257.66 USD

RECURRING FEES

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	34,603.76

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance.

Payment Terms:

Subscriptions:

- If applicable, Annual Subscription Fees are due on the Delivery Date, and annually thereafter on the anniversary of the Delivery Date.
- Annual Subscription Fees shall increase by 5% each year

Services:

Payment Schedule:

	Implementation Services
30%	Due on Effective Date
20%	Due at Project Kickoff
15%	Due at completion of 1 st End User Training Session
30%	Due at Go Live
5%	Due at completion of Reliability Period

- If applicable, non-fixed fee professional services shall be due as incurred on a time and materials basis. Non-fixed fee professional services are not included in the percentages outlined in the above Payment Schedule.
- If applicable, non-fixed fee travel expenses shall be due as incurred, invoiced monthly for the travel expenses of the preceding month. Non-fixed fee travel expenses are not included in the percentages outlined in the above Payment Schedule.
- If applicable, Fixed Fee travel expenses are included in the percentages outlined in the above Payment Schedule.

Hardware:

- If applicable, Non-subscription Hardware Fees are due on the Effective Date.

Licenses:

- If applicable, License Fees are due on the Delivery Date.

Support & Maintenance

- If applicable, Support & Maintenance Fees are due annually, starting prior to the first anniversary of the Delivery Date and annually thereafter.
- Annual Software Maintenance Fees shall increase by 5% each year.

Third Party:

- If applicable, Third-Party Software Fees are due on the Effective Date. Third-Party software subscriptions and/or support fees shall be due annually thereafter on the anniversary of the Effective Date. Third-Party Software fees are subject to increase each year.
- If applicable, Third-Party Services shall be due 50% at Effective Date, 25% at completion of 1st End User Training Session, and 25% at Go Live.

Invoice Terms:

CentralSquare shall provide an invoice for the items in the schedule above no less than thirty (30) days prior to the due date.

ANCILLARY FEES

- a. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.

- b. To the extent allowable by law, if Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and if such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

EXHIBIT 5

Maintenance & Support

This Maintenance & Support Exhibit describes support and maintenance relating to technical support that CentralSquare will provide to Customer during the Term of the Agreement.

1. Product Updates and Releases

- 1.1. Software Version. "Software Version" means the base or core version of the Software that contains significant new features and significant fixes and is available to the Customer. Software Versions may occur as the Software architecture changes or as new technologies are developed. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix. All Software Versions are provided and included as part of this Agreement.
- 1.2. Updates. From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Customer is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Customer with the Update and related Documentation at no extra charge. Updates for custom configurations will be agreed upon by the Parties and outlined in a Statement of Work or Change Order.
- 1.3. Releases. Customer shall agree to install and/or use any New or Major Release within one year of being made available by CentralSquare to avoid or mitigate a performance problem, ineligibility for Support and Maintenance Services or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

2. Support

- 2.1. CentralSquare shall provide to Customer support via toll-free phone number 833-278-7877 or via the CentralSquare Support Portal. CentralSquare shall provide to Customer, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. Should either Party not be able to locate the error root cause and Customer and CentralSquare agree that on-site services are necessary to diagnose or resolve the problem CentralSquare shall provide a travel estimate and estimated hours in order to diagnose the reported error.
- 2.2. If after traveling onsite to diagnose a reported error and such reported error did not, in fact, exist or was not attributable to a Defect in the Software provided by CentralSquare or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation, travel, and related services in accordance with provided estimate. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Exhibit, including remote access in accordance with the Remote Access Policy.

3. Online Support Portal

Online support is available via <https://support.centalsquare.com/s/contact-us>, offering Customer the ability to resolve its own problems with access to CentralSquare's most current information. Customer will need to enter its designated username and password to gain access to the technical support areas on CentralSquare's website. CentralSquare's technical support areas allow Customer to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

4. Exclusions from Technical Support Services

CentralSquare shall have no support obligations to provide Support or Maintenance for Solutions that are not kept current to one version prior to the then current version of the Solution. CentralSquare shall have no support obligations with respect to any third-party hardware or software product not licensed or sold to Customer by CentralSquare ("Nonqualified Product"). Customer shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

5. **Customer Responsibilities**

In connection with CentralSquare's provision of technical support as described herein, Customer acknowledges that Customer has the responsibility to do each of the following:

- 5.1 Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high-speed connection and remote connectivity for accessing the Solution.
- 5.2 Maintain any applicable computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;
- 5.3 For CentralSquare Solutions that are implemented on Customer Systems, maintain the designated operating system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;
- 5.4 Supply CentralSquare with access to and use of all information and facilities reasonably determined to be necessary by CentralSquare to render the technical support described herein;
- 5.5 Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;
- 5.6 At all times follow routine operator procedures as specified in the Documentation or any error correction guidelines of CentralSquare posted on the CentralSquare website;
- 5.7 Customer shall remain solely responsible at all times for the safeguarding of Customer's proprietary, confidential, and classified information contained within Customer Systems; and
- 5.8 Reasonably ensure that the Customer Systems are isolated and free from viruses and malicious code that could cause harm before requesting or receiving remote support assistance.

6. **Priorities and Support Response Matrix**

The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Exhibit. CentralSquare will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

Priority	Issue Definition	Response Time
Priority 1 – Urgent	The software is completely down and will not launch or function.	Priority 1 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 2 – Critical	A high-impact problem that disrupts the customer's operation but there is capacity to remain productive and maintain necessary operations.	Priority 2 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 3 – Non-Critical	A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of user workflow but does not significantly impact their job function.	Non-Critical Priority 3 issues must be reported via https://support.centalsquare.com/s/contact-us
Priority 4 – Minor	Cosmetic or documentation errors, including Customer technical questions or usability questions.	Minor Priority 4 issues must be reported via https://support.centalsquare.com/s/contact-us

7. **Exceptions.** CentralSquare shall not be responsible for failure to carry out its Support and Maintenance obligations under this Exhibit if the failure is caused by adverse impact due to:
- 7.1. defectiveness of the Customer's Systems (including but not limited to environment, hardware or ancillary systems), or due to Customer corrupt, incomplete, or inaccurate data reported to the Solution, or documented Defect.
 - 7.2. denial of reasonable access to Customer's System or premises preventing CentralSquare from addressing the issue.
 - 7.3. material changes made to the usage of the Solution by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solution.
 - 7.4. a Force Majeure event (as outlined in Section 12), or the negligence, intentional acts, or omissions of Customer or its agents.
8. **Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved. CentralSquare will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using the following guidelines:

Priority	Resolution Process	Resolution Time
Priority 1 – Urgent	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume live operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume live operations on the production system. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than twenty-four (24) hours after notification.
Priority 2 – Critical	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume normal operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume normal operations on the production System. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than thirty-six (36) hours after notification.
Priority 3 – Non – Critical	CentralSquare will provide a procedural or configuration workaround that allows the Customer to resolve the problem.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Customer and CentralSquare's User base. Priority 3 issues have no defined resolution time.
Priority 4 – Minor	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no defined resolution time.

9. Cases needing development. Support cases that require code development (e.g. writing, modifying or reviewing source code to create new functionality, resolve issues, or improve existing features) will be transferred to the

appropriate product development team. Cases transferred to product development will be reviewed to determine the nature of the request, the severity of the impact on the performance of the solution, and the availability of a resolution. CentralSquare reserves the right to close out Non-Critical (Priority 3) and Minor (Priority 4) support cases, without resolution, for development items that do not reasonably fall within the current product roadmap.

10. **Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide fixes to non-production environment(s). Non-production environments are not included under the response or resolution tables provided in this Exhibit.
 - 10.1. Maintenance. All non-production environment resolution processes will follow the structure and schedules outlined above for production environments.
 - 10.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled subordinate to production environment service requests.
11. **Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Software.
12. **Development Work.** Software support and maintenance does not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. CentralSquare retains all intellectual property rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.
13. **Technology Life Expectancy.** Customer understands, acknowledges and agrees that the technology upon which the Hardware, Solution and Third-Party Software is based changes rapidly. Customer further acknowledges that CentralSquare will continue to improve the functionality and features of the Solution to improve legal compliance, accuracy, functionality and usability. As a result, CentralSquare does not represent or warrant that the Hardware, Solution and/or Third-Party Software provided to Customer under this Agreement or that the Customer Systems recommended by CentralSquare will function for an indefinite period of time. Rather, CentralSquare and Customer may, from time to time, analyze the functionality of the Hardware, Solution, Third-Party Software and Customer Systems in response to changes to determine whether Customer must upgrade the same. Customer upgrades may include without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

EXHIBIT 6

CentralSquare Access Management Policy

In order to provide secure, federally compliant connections to agency systems CentralSquare Technologies ("CentralSquare") requires BeyondTrust or SecureLink as the only approved methodology of connection. BeyondTrust and Securelink provide the necessary remote access in order to service and maintain CentralSquare products while adhering to the Federal Bureau of Investigations Criminal Justice Information Services requirements. Both solutions utilize two-factor authentication Federal Information Processing Standard Publication ("FIPS") 140-2 validated cryptographic modules and AES encryption in 256-bit strengths.

BeyondTrust and Securelink are addressed in turn via this Access Management Policy; Customers may choose which remote privileged access management solution will be utilized by CentralSquare.

BeyondTrust

The BeyondTrust remote support solution may be utilized via escorted session or a jump Customer. As for an escorted session, when an agency needs assistance from CentralSquare, the agency employee requesting assistance will receive verbal or email communication with a session key necessary to enable remote access. If a verbal key is provided, the user enters the session key after visiting <https://securesupport.centralsquare.com>.

Jump Customers are a Windows service that can be stopped/started to facilitate a support session. Connections made via jump Customer can be active or passive. An active jump Customer is always available. A passive connection is enabled for a specific purpose and then disabled when not used. Regardless of the option selected, CentralSquare's support team will arrange a BeyondTrust session to establish the jump Customer.

The jump Customer resides on the agency side on the installed device, where an agency administrator can manage. Instructions on how to enable/disable jump Customers can be provided upon request. A sample workflow of a passive jump Customer is provided below:

Should an agency require support from CentralSquare, a call would be placed and/or a support ticket opened in the portal on the CentralSquare customer support website. Before accessing the agency's system and/or environment, the CentralSquare representative would send a notice of connection from the CentralSquare support portal instance. This notice can be sent to the individual at the agency that the CentralSquare representative is working with or other designated contacts as necessary. Upon receipt of the notice of connection, the agency personnel would enable the BeyondTrust jump Customer. The CentralSquare representative would then be admitted to the agency's system and/or environment to perform the necessary task. Upon completion of the task, the CentralSquare representative sends a notice of disconnection from the CentralSquare support portal instance. Upon receipt of the notice of disconnection, the agency personnel would then disable the BeyondTrust jump Customer.

Securelink

Similar to BeyondTrust's escorted session, Securelink may be utilized via "quick connect". To enable a quick connect session when an agency needs assistance from CentralSquare, the Agency employee requesting assistance will enter a key code in order to connect for screen sharing on a device.

Similar to the jump Customer methodology, SecureLink may also be utilized via "gatekeeper". The sample workflow description for a jump Customer provided above is substantially similar to the workflow for gatekeeper.

Summation

BeyondTrust and Securelink allow customers the ability to monitor connectivity to the customer's network and maintain CJIS compliance while enabling CentralSquare to perform the necessary support functions.

EXHIBIT 7
Statement of Work
(Attached)

Implementation Statement of Work

Project: Cameron County Regional Mobility Authority, TX– CentralSquare Naviline Finance

CentralSquare is implementing a configurable, commercially available, off-the-shelf solution. The parties mutually agree and acknowledge this Statement of Work (SOW) is to be a planning document, not the detailed requirements or design of the solution.

This Statement of Work (SOW) defines the services and deliverables that CentralSquare will be providing in accordance with the terms and conditions of the Agreement (the “Agreement”) between CentralSquare Technologies, LLC (CentralSquare) and Cameron County Regional Mobility Authority, TX (“Customer”).

This project description includes the services and deliverables specified by the Agreement, including if applicable, CentralSquare and services, Subcontractor activities, third-party products, and services for the implementation of the System and Subsystems specified in the Agreement (collectively the “Project”).

The number and type of software licenses, products, or services provided by CentralSquare, or its Subcontractors are specifically listed in the Agreement and any reference within this document as well as Subcontractors’ SOWs (if applicable) do not imply or convey a software, license, or services that are not explicitly listed in the Agreement.

Project Start Date

Parties agree the Project Kickoff Meeting will be scheduled within thirty (30) days from the Effective Date of the Agreement.

Scope of Project

The project includes the CentralSquare core systems for Naviline Finance, as detailed in Appendix A of this SOW.

Services Scope

The following outlines the proposed methodology for the project management, consulting, configuration, testing, training, and other services work necessary for the implementation of the contracted products. Details related to the activities for each application included in this project can be found in Appendix A of this SOW.

Project Teams

Project teams from all parties will include functional experts, technical resources, and decision makers. Resource management is critical to success, for all parties. CentralSquare and the Customer agree to make all necessary arrangements to ensure resources are available at each stage to ensure timelines are met.

Project Management Methodology

The implementation is conducted by a cross-functional team of experts from several departments within CentralSquare led by the assigned Project Manager. A phased approach to project management is followed to ensure the critical services are consistent and results are achieved. Phases include:

Initiation: This phase includes the contract execution and transition to the Service Delivery team. CentralSquare may schedule an all-team meeting to kick off the project. The kickoff meeting will include time for the project managers from both teams to review all contractual documentation and begin the process of finalizing the integrated project schedule.

Planning: During the planning phase, the project managers from both teams will meet to discuss all tasks and resources necessary to successfully complete implementation. The project team from CentralSquare will be

finalized, project governance will be established, and a communications plan will be drafted and shared with the parties.

Deliverables during the planning phase include the integrated baseline project schedule, communications plan, resource plan, and governance plan.

Monitor and Control: Throughout the project, the project managers will work together on monitoring and controlling the overall project health. This includes regular status meetings/reports, quality reviews, managing risks/issues, and managing resources. Project managers will work together to manage the overall timeline, scope, and respective budgets, as well as ensuring the customer's objectives are being met along the way. Any items determined to be out of scope will be immediately addressed by Central Square and customer Project Manager.

Project governance is essential to establishing a decision making and communications model for the project. Key stakeholders will be identified by all parties and regular status meetings will be scheduled to review the project health, risks to timeline/budget, and issues that may block forward progress.

Deliverables during this phase include regular status reports, risk/issue log, regular stakeholder meetings, and all project schedule updates.

Project Close Out: The final stage of the project includes an introduction and transition to the Customer Support team and the Customer Success team. During transition, the project managers will work together to conduct an audit of tasks and deliverables associated with the project. Any mutually agreed upon delayed deliverables will be scheduled for post go-live and documented. Any contracted post go-live activities will be reviewed and scheduled as necessary before transition to Customer Support.

Communication

Project Status Cadence Meetings: Project status cadence meetings, scheduled as determined by the CentralSquare and Customer Project Managers, establish the status of the project; achievements over a defined iterative period, risk mitigation, issue review, and assurance of awareness of upcoming activities. Continuity in the meeting schedule is critical to early intervention of risks and issues.

Project Status and Issues/Risks Reporting: In addition to the regularly scheduled Project Status Meetings, the CentralSquare Project Manager provides two key types of reports as part of the Communication Plan.

The Project Status Report, distributed to key stakeholders at a frequency to be determined based on the needs of the Customer (typically bi-weekly or monthly), summarizes milestones completed, as well as recent and upcoming project activity.

The Issues Log updated continually by the CentralSquare Project Manager, tracks entry and management of project issues identified by CentralSquare or the Customer. Log entries include status updates, action items, and responsibilities of both parties. Risks and issues tracking log adjustments are mutual agreement by the CentralSquare and Customer Project Manager.

APPENDIX A - PRODUCT: NaviLine Finance Module Bundle

FUNCTIONAL GROUPS:

The NaviLine Finance Bundle includes the implementation of the following in-scope modules:

- ✓

GMBA Accounting – AP, GL, Budgeting, Reporting & Project Tracking
- ✓

Cash Receipts
- ✓

Accounts Receivable
- ✓

Purchasing/Inventory
- ✓

Payroll/Personnel
- ✓

Asset Management II
- ✓

Document Management Services (DMS)
- ✓

Citizen Engagement: Core, ESS, AR/Loans, Purchasing, Citizen Request Tracking

Please note that all functional groups, additional in-scope modules, and in-scope add-ons are provided remotely. They are delivered in two ways: either through a method called ‘Train the Trainer’, or via on-demand video and documentation guides. The customer will gain knowledge about the functionalities and features of these in-scope items and their connection to the customer’s existing protocols and operational techniques using CentralSquare’s best practices. The process of configuring and utilizing these modules will be part of your learning and for future Customer enablement.

If on-site training is required during the implementation, the Customer will coordinate with the CST Project Manager to determine if a change order is required for additional on-site dedicated hours. The Customer is responsible for all travel expenses incurred.

ADDITIONAL MODULES

In-scope	Additional Modules
<input type="checkbox"/>	Work Orders/Facility Management (WF) - module to track labor, material, and equipment expense information for job orders.
<input type="checkbox"/>	Continuing Property Records – function to track the activities and costs related to capital assets using NaviLine Asset Management II (A2) and NaviLine Work Orders/Facility Management (FM) to continually update property records.
<input type="checkbox"/>	Fleet Management (FM) - module to track and maintain the equipment operated by your organization. You also use FM to schedule maintenance and track maintenance-related expenses associated with this equipment.
<input type="checkbox"/>	Contact Management (CM) – this module is the core of your Constituent Relationship Management (CRM) solution. You use CM for capturing calls at the initial point of contact, regardless of the call’s nature, as well as centrally managing calls; generating notifications, follow-ups, and reminders; and providing a detailed audit trail of call events.
<input type="checkbox"/>	Work Order Interface (W3) - Uses web services to connect NaviLine Work Orders/Facility Management with 3 rd party applications. Two-way communications allow for the creation, modification and updates to work requests and job orders.

ADD-ONS

In-scope	Core Solution	Description
<input type="checkbox"/>	Finance Imaging Interface	Interface the NaviLine financial applications with a 3 rd party imaging or document management solution.
<input type="checkbox"/>	Fusion	Product allows access to NaviLine’s Fusion library of APIs. These APIs can be used to create integrations with 3 rd party solutions.
<input type="checkbox"/>	NaviLine Time & Attendance Interface Generic	Interface designed to export and import data for use with a 3 rd party Time and Attendance system.
<input type="checkbox"/>	Barcode Interface	In Development
<input type="checkbox"/>	Cash Receipts Lock Box Interface	Used to bring cash receipts transactions from a 3 rd party software into NaviLine Cash Receipts.
<input type="checkbox"/>	Loans Processing	Works with the NaviLine Accounts Receivable module to set up and maintain loan information, view loan details, and view amortization schedules.
<input type="checkbox"/>	Special Assessments	Allows for special assessments to be placed and tracked in Land/Parcel Management.
<input type="checkbox"/>	P-card	Allows for NaviLine GMBA to receive accounts payable batches for procurement care charges.

ANALYSIS:

During this stage of the implementation, CentralSquare Consultants will meet with the Customer’s functional experts to review the current workflows of key functions impacted by this project and the contract software. In this stage, we also begin the process of data conversion by analyzing your legacy data. Significant tasks include:

Major Task	Description
Business Process Review(BPR)	Consultant meets with different areas of Finance reviewing and analyzing all key business processes. All sessions will be discussions on processes relating to the different key functional areas. Deliverable: BPR Discovery Document.
Data Migration Review	Consultant will work closely with the agency’s legacy data expert, to review the source data and map it to the proper target data fields in NaviLine.

INSTALLATION:

Below are the major technical tasks included in this project. Significant tasks included:

Major Task	Description
Installation of Pre-Production Environment	CentralSquare technical consultant will create a new pre-production environment in CentralSquare’s hosted cloud. Details are included in Appendix B of this SOW.

DATA MIGRATION:

Major Task	Description
Data Migration	<p>Customer Responsibility:</p> <p>Provide identified data files from the existing financial system that will be needed for the conversion process within fourteen (14) calendar days from the CentralSquare request.</p> <p>Acceptable data file formats: .csv or excel formats</p> <p>CentralSquare will migrate up to 10 years of relevant legacy data and provide up to 500GB of initial storage for the entire NaviLine system, encompassing the software, database, and file storage. Additional years of migrated data or storage can be purchased if required.</p> <p>Identify, create, and validate all translation and or cross-reference tables.</p> <p>Provide file and field definitions for the conversion data files.</p> <p>Identify and make available application specialists, who will be responsible for providing information on the existing database for use in the creation of the conversion specifications document.</p>

CONFIGURATION:

Finalizing the configuration will be a collaborative process driven by the functional requirements discovered during the business process review and through consultative engagements between CentralSquare staff and the customer’s Subject Matter Experts. Significant tasks include:

Major Task	Description
System Configuration	<p>CentralSquare consultants will work with the Customer to configure the system based on the findings from the Business Process Review and CentralSquare’s best practices. The customer will test and validate the configuration. NOTE: The customer is advised NOT to make any configuration changes on their own until after go-live, doing so during the implementation will impact testing and the implementation overall requiring additional services. Upon final configuration, the Customer will sign off that the configuration is complete per the requirements set in the Business Process Review.</p> <p>After go-live, the customer will be responsible for any future configuration changes.</p>

INTEGRATION/INTERFACES:

Integrations and/or interfaces Included in this project:

Integration/Interface	Use of System	Type of Integration/Interface (i.e. API, Web Service, Batch)	1-way/2-way/Bi-directional	Standard/Custom	Automated/Manual
General Ledger (3rd party)	Financials	Dependent upon 3 rd party: Web Service / CSV	1-Way Export	Custom	Manual
Bamboo HR	HR/Payroll	Web Service / CSV	2 Way	Standard	Automated

TRAINING AREAS:

Training sessions for application workshops are structured to be either hands-on workshops or learning paths based on videos and/or documentation guides, all designed to train the trainer. Any person-to-person (s) sessions will be conducted remotely and are typically limited to ten participants, although this number can be adjusted based on a mutual agreement between the CentralSquare and Customer Project Managers. It is recommended that these sessions be attended by experts who specialize in the specific application area. The completion of the first end-user training session satisfies the #3 End User Training Milestone.

Core Solution	Description/Topics
GMBA Accounting (GMBA)	Government Management and Budgetary Accounting (GMBA) performs all the operations for general ledger accounting for your organization. Information that affects account balances is either sent to GMBA from other software applications or entered directly into GMBA in the form of budgets or transactions. Focus Areas: Codes, Configuration, Account Structure, Transaction Processing, & Extended Reporting
Cash Receipts (CR)	CR software application is a centralized cash-receiving system. You can perform all of the following activities with CR: Collect and distribute revenue to other SunGard Public Sector software applications, Create customized payment entry prompts based on the type of payment received, Distribute payments directly to general ledger accounts with multiple fund splits, Store payment details for a user-defined length of time, Create payment entries automatically through lockbox payment processing, View payments online, Create user-defined and generic reports. Focus Areas: Codes, Configuration, Payment Processing, Maintenance & Balancing
Accounts Receivable (AR)	AR serves as the central customer billing system for other CentralSquare software applications. You use AR to maintain customer billing records and print various types of invoices and statements for permits, fees, charges, citations, and other billable items. Focus Areas: Codes, Configuration, Customer Maintenance & Processing
Purchasing/Inventory (PI)	When Purchasing/Inventory (PI) works with GMBA invoice processing information is shared between the software applications. When your organization's accounts payable (AP) department invoices items PI creates a voucher transaction. These transactions flow to GMBA and enable your accounting department to select items for payment. Focus Areas: Codes, Configuration, Processing & Forms
Payroll/Personnel (PR)	PR is used to maintain personnel records and process payroll for your organization. PR expense and liability account numbers are validated against the general ledger chart of accounts. PR creates GMBA adjusting journal batches and vendor batches when you update payroll transactions. PR creates debit and credit journal entries for each expenditure and liability account. Focus Areas: Codes, Configuration, Employee Entry, Payroll & Parallel Processing

Asset Management II (A2)	The features within this module allow the Customer's accounting personnel with the tools required to accurately account for your organization's capital property and its related value. The calculations that A2 performs and the accounts debited and credited conform to the requirements established by GAAP and FERC accounting principles. Focus Areas: Codes, Configuration
Document Mgmt Services (DMS)	Allows for emailing and letter/document/notice drafting across the NaviLine suite. DMS is also used for the processing of reports within the application.
Citizen Engagement (CE)	Core, ESS, AR/Loans, Purchasing, Citizen Request Tracking – Citizen Engagement modules are citizen/vendor facing portals that allow for updating account information, payments, and creation of requests. Employee Self Service is an employee portal allowing employees to view paystub information, update their demographic information, and view/print their W-2s.

TESTING:

Testing is a crucial step in evaluating your team's preparedness for the Go Live stage. It's a cyclical process, carried out by the customer, to confirm that the solution aligns with the outlined functional requirements. This stage is particularly vital for facilitating a seamless shift at go-live and necessitates dedicated time for completion. While testing requirements differ, it is generally completed within fifteen (15) to thirty (30) calendar days from the start of the testing phase. Significant tasks include:

Testing Tasks	Definition
Planning	CST will work with the Customer to develop an Acceptance Test Plan to verify the configured solution meets the stated functional requirements.
Issue Tracking	CST will collaborate with the Customer to maintain a log of issues, configuration problems, and software malfunctions identified during testing
Issue Resolution	CST will work collaboratively to resolve issues, problems, and malfunctions identified during testing
Acceptance Testing	The customer will perform acceptance testing to ensure acceptance criteria items have been addressed and certify that NaviLine Finance is ready for parallel processing. Parallel processing is the final testing phase before Go Live.

DEPLOYMENT:

Parallel processing is usually completed within a maximum of thirty calendar days (30) after testing is complete. If additional parallel processing time is needed a change order will be required to account for the additional project duration and services. Significant tasks include:

Major Task	Description
Configuration Validation	CentralSquare Consultant completes the Configuration Validation checklist of the system to verify the system is configured to meet the requirements.
Plan Cutover Schedule and Communications	Describes tasks to be handled by CentralSquare and Customer personnel during the initial cutover to Go-Live, including a detailed schedule of CentralSquare personnel covering each shift with resources, the process for reporting issues, how they will be handled or escalated, contact names/phone numbers onsite staff, remote and third-party vendors.
Testing Ends Sign-Off	Both parties will acknowledge the completion of parallel processing by signing the Testing Ends document no more than thirty days (30) after starting parallel processing. This certifies that the configuration is accurate, testing is complete, and the Customer is ready for the Go Live transition.

Execute Go Live | The Customer transitions from their legacy system to the CentralSquare Naviline Finance system and conducts their normal day-to-day business. This Go Live activity is expected to be completed no more than fourteen (14) calendar days after Testing Ends and satisfies the Go-live Milestone.

Reliability Period | This support period will contain both scheduled and unscheduled activities (email communications, support cases, short meetings/calls) immediately following Go Live and will be determined by the customer's in-scope project needs. The reliability period will last no longer than fifteen (15) calendar days after going live. After this period expires, the project will be moved to a closed status with any open milestones remaining set to be billed and the customer will transition to CentralSquare's Support.

APPENDIX B: Cloud Services (Cloud Services – Hosted)

CentralSquare and Customer will conduct the following as part of this project.

Tasks	Name	Description	Customer Role	CentralSquare Role
1.	Creation	Initial Creation of CentralSquare's Software	Attend Discovery Call Provide necessary information for the environment build. Provide a list of network printers Work with the CST team to choose the authentication method Provide a list of users Work with the Networking team to verify the site-to-site VPN is properly configured.	Discovery Call Complete install and data conversion Work with the customer to verify the site-to-site VPN is properly configured.
2.	Test Account Creation	Test Account Creation is the creation from the production environment once the customer goes live.	Validate Account	Create Test Account

Assumptions

- CentralSquare will convert Customer data into the NaviLine Finance database and confirm that the software's primary system functions are available.
- CentralSquare will install the software into our Private Cloud environment, managed by our Cloud services team, and provide access to the Customer through a standard URL, secured over a site-to-site VPN tunnel.

 NOTE: If the customer doesn't have a VPN appliance and buys one from CentralSquare, they'll install it on-site for remote management by CentralSquare.
- CentralSquare will configure Cisco AnyConnect VPN customer access, but only for Disaster Recovery purposes. It is limited to 10 connections. Additional connections can be added for an additional cost.
- CentralSquare will complete all the work remotely.
- CentralSquare will create one (1) Production Environment and one (1) Test Environment as part of the Agreement. Additional environments will require additional hosting fees and service hours, added under a separate quote by mutual written agreement at CentralSquare's prevailing rates.

Roles and Responsibilities

CentralSquare:

- Will stand up the new environments.
- Will conduct a test to verify that CentralSquare applications have been installed and operating properly.
- Provide VPN RFI (Request For Information) to assist with the configuration of the VPN device provided to facilitate communication between Customer and CentralSquare data centers
- Provide VPN router/firewall for installation on customer network for connectivity to Cloud systems
- Configure VPN / firewall rules for inbound access to Cloud Systems, outbound access to Customer premise systems
- Provide NATs/PATs for any premise systems or printers that require access from Cloud systems
- Create new objects: user profiles, printers, and remote output queues via standards for Cloud IBMi systems
- Set up Cloud Windows VM to support Citizen Engagement
- Create a test environment from a copy of production 30 days post-go live, if applicable
- Test environment data refreshes: once a customer is live in the cloud data center, the customer may request up to two test environment data refreshes per year if the customer is current on their support agreement. Additional data refreshes are available at a cost and a quote will be provided if requested.

Customer:

- Participate in planning activities (conference calls, emails) with CentralSquare Application Installation Consultant and Technical Lead
- Complete the VPN RFI document supplied by CentralSquare
- Assist with the installation of CentralSquare-provided VPN router/firewall, if applicable
- Update network routing to direct traffic destined for the Cloud systems to route over the VPN

EXHIBIT 8**Service Level Commitments**

The following applies to any cloud-hosted CentralSquare software only. The following does not apply to any on-premise software, hardware, or third-party products.

1. Service Level Commitments

- A. **Availability.** During any calendar month, the availability of the Solution shall be no less than 99.9%, excluding scheduled maintenance. CentralSquare shall provide Customer with prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime of the Solution, as well as continual periodic updates during the unscheduled downtime regarding CentralSquare's progress in remedying the unavailability and estimated time at which the Solution shall be available.
- B. **Measurement.** Service availability is measured as the total time that the solutions are available during each calendar month for access by Customer ("Service Availability"). Service Availability measurement shall be applied to the production environment only, and the points of measurement for all monitoring shall be the servers and the internet connections at CentralSquare's hosted environment.
- C. **Calculation.** Service availability for a given month shall be calculated using the following calculation:
 - I. The total number of minutes which the service was not available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.
 - II. Service availability targets are subject to change due to the variance of the number of days in a month.
 - III. The total number of minutes which the service was not available in a given month shall exclude minutes associated with scheduled or emergency maintenance.
- D. **Remedy.** If the service period target measurement is not met, then the customer shall be entitled to a credit calculated as follows:

Service Availability in the relevant Service Period	Percentage Reduction in Monthly Fee for the Subsequent Service Period
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

- E. Credit must be requested by the customer within sixty (60) days of the failed target. Any credit awarded shall be applied to the next applicable invoice. Customer shall not be eligible for credits where customer is more than thirty (30) days past due on their account.
- 2. Exceptions.** The Service Level Commitments and availability stated in this Exhibit do not cover services interruptions or performance issues that are caused by factors outside of CentralSquare or its hosting partner's control. Such factors may include, but are not limited to:
- A. **Internet Access.** Issues relating to Customer's internet access. Any outages, slowdowns, or other problems related to the internet connection are explicitly disclaimed;
 - B. **Customer's Internal Network Issues.** Issues originating from Customer's internal network such as network congestion, network equipment failure, or misconfigurations are explicitly disclaimed;

- C. Third-Party Acts. Issues caused by the acts or omissions of third-parties, including providers of internet services, or for issues arising from third-party software or hardware that is not provided by CentralSquare is explicitly disclaimed;
 - D. Gross Negligence or Willful Misconduct. Issues relating to the failure or delay in performance to the extent caused by the acts or omissions of Customer or its agents constituting gross negligence or willful misconduct are explicitly disclaimed; and,
 - E. Force Majeure. A force majeure event such as natural disasters, acts of God, or any other cause constituting force majeure are explicitly disclaimed.
- 3. Server Performance & Capacity. The standard provisioning of storage for the cloud solutions is 1 terabyte. If Customer requests to add additional Software, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply at per unit (gigabyte, hour, license, etc).
 - 4. Releases. Customer agrees keep the software up-to-date with the cloud release cycle as determined by centralsquare. Staying current is essential to address security, performance, and infringement issues, and is required for receiving software support. All modifications, revisions, and updates to the software will be provided through new releases, accompanied by documentation updates whenever the centralsquare deems necessary.
 - 5. Non-Production Environments. Included in the subscription fee is access to the training environment during the hours of 8:00am – 4:00pm EST, Monday through Friday. Should the Customer require extended access for items such as internal training, CentralSquare can make exceptions provided that Customer provide reasonable advance written notice. CentralSquare will then work with the Customer to enable access in accordance with an agreed upon schedule.

EXHIBIT 9

Third Party Terms and Conditions

BambooHR Terms and Conditions

The terms and conditions governing the use of BambooHR's software and services can be found at the following hyperlink: <http://www.bamboohr.com/terms.php>.

**2-K CONSIDERATION AND APPROVAL OF AN INTERLOCAL AGREEMENT
BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
AND THE TOWN OF RANCHO VIEJO.**

STATE OF TEXAS)
)
CAMERON COUNTY)


INTERLOCAL AGREEMENT


THIS INTERLOCAL AGREEMENT is entered into and between the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, hereinafter referred to as "CCRMA" and the Town of Rancho Viejo, hereinafter referred to as "TOWN", pursuant to V.T.C.A., Government Code, and Chapter 791, whereby:


1. PURPOSE OF INTERLOCAL AREEMENT: To allow the CCRMA, to utilize one of their General Engineering Consultants to perform general engineering services, transportation planning studies, and conceptual layouts for potential hike and bike trail projects.
2. PROJECT TO BE COMPLETED: To utilize one of the CCRMA's General Engineering Consultants to provide general engineering services, transportation planning studies, and conceptual layouts for potential hike and bike trail projects.
3. CCRMA HEREBY AGREES TO:
 - a. Subject to receiving the funding described in Section 4, utilize one of the CCRMA's consultants to perform general engineering services, transportation planning studies, and conceptual layouts for hike and bike trail projects.
 - b. Provide monthly progress reports of activities to the TOWN.
4. TOWN HEREBY AGREES TO:
 - a. To provide funding to the CCRMA once a Work Authorization has been approved and executed between the CCRMA and their GEC for engineering services to cover the projects listed above.
5. It is specifically understood and agreed that in the event insufficient funds are appropriated and/or budgeted concerning the obligations under this Interlocal Agreement on behalf of either of the Parties, then the Party with the insufficient funds shall notify the other Parties and this Interlocal Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to the Party.
6. Any payment made by either party will be made from current revenues of the paying party.
7. This Interlocal Agreement constitutes a one-time Agreement between the Parties and does not constitute a continuing Agreement for the CCRMA and TOWN. The Interlocal Agreement expires on the first to occur of: (1) when the Projects are completed or (2) a 30-day termination notice is given by either CCRMA or TOWN.
8. The Rules, Regulations and Orders of the CCRMA shall govern this Interlocal Agreement and the Parties agree that the CCRMA shall supervise the performance of this Interlocal Agreement. It is also agreed that the CCRMA has the authority to employ personnel to engage in other administrative or governmental functions and services necessary to fulfill the terms of this Agreement.
9. The CCRMA and TOWN hereby find that the foregoing goods and governmental functions and services are reasonably required for the Projects and this Interlocal Agreement includes an agreement between the CCRMA and TOWN pursuant to Tex. Gov't Code Section 791.025 to the extent applicable.

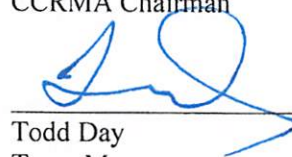
10. This Interlocal Agreement shall have no legal force or effect until such time as it is properly Adopted and Approved by the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS and the BOARD OF ALDERMEN of the TOWN OF RANCHO VIEJO.

Executed on this 25th day of September 2025.

Attested by: 
Arturo A. Nelson
CCRMA Secretary

Attested by: 
Isabel Perales
Interim Town Administrator


Frank Parker, Jr.
CCRMA Chairman


Todd Day
Town Mayor

**2-L CONSIDERATION AND APPROVAL OF A RESOLUTION AND AN
INTERLOCAL AGREEMENT BETWEEN THE CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY AND THE HIDALGO COUNTY
REGIONAL MOBILITY AUTHORITY AUTHORIZING THE CCRMA TO
PROVIDE TOLLING SERVICES FOR THE SH 365 TOLLWAY PROJECT IN
HIDALGO COUNTY, TEXAS.**

THE STATE OF TEXAS
COUNTY OF CAMERON

RESOLUTION

BE IT RESOLVED THAT ON THE 25TH DAY OF SEPTEMBER, 2025, THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS CONVENED IN A REGULAR BOARD MEETING, AND UPON THE REQUEST OF THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS, THE FOLLOWING ITEM WAS OFFERED AND ADOPTED, TO WIT:

“CONSIDERATION AND APPROVAL OF A RESOLUTION AND AN INTERLOCAL AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AUTHORIZING THE CCRMA TO PROVIDE TOLLING SERVICES FOR THE SH 365 TOLLWAY PROJECT IN HIDALGO COUNTY, TEXAS.”

WHEREAS, the CCRMA went live with its own FUEGO Toll Tag on October 21, 2021, and operates its own back office; and

WHEREAS, the CCRMA has partnerships with Cameron County, and Harris County for its FUEGO Toll Tag; and

WHEREAS the CCRMA will partner with the HCRMA and provide back office services so that the HCRMA can utilize CCRMA’s FUEGO Tag on its future Toll SH 365.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Cameron County Regional Mobility Authority Board of Directors approves the Interlocal Agreement and authorizes Chairman Parker to execute and sign said Interlocal Agreement.

Passed, Approved and Adopted on this 25th day of September, 2025.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY



FRANK PARKER, JR.
CHAIRMAN



MICHAEL F. SCAIEF
VICE CHAIRMAN



ARTURO A. NELSON
SECRETARY



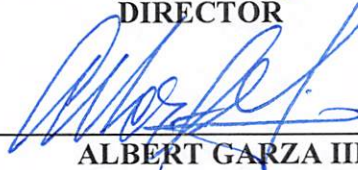
AL VILLARREAL
TREASURER



MARK ESPARZA
DIRECTOR



LEO GARZA
DIRECTOR



ALBERT GARZA III
DIRECTOR

**INTERLOCAL AGREEMENT
FOR
TOLLING SERVICES**

_____, 2025

by and between

Hidalgo County Regional Mobility Authority

and

Cameron County Regional Mobility Authority

TOLLING SERVICES AGREEMENT

This TOLLING SERVICES AGREEMENT (“Agreement”), by and between the HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY, a regional mobility authority organized under the laws of the State of Texas (“HCRMA”) and CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, a regional mobility authority organized under the laws of the State of Texas (“CCRMA”), is executed to be effective on the Effective Date.

RECITALS:

- A. HCRMA and CCRMA (each a “Party,” and together the “Parties”) are entering into this Agreement pursuant to which CCRMA will provide Tolling Services as defined later in this Agreement for the 365 Tollway (“Project”) in Hidalgo County, Texas, which is anticipated to be opened to the traveling public in early 2026.
- B. HCRMA is a regional mobility authority in Hidalgo County that operates under Chapter 370, Texas Transportation Code.
- C. Pursuant to Section 370.033, Texas Transportation Code, HCRMA is authorized to construct, acquire, improve, operate, and maintain transportation projects, including toll projects, within and outside Hidalgo County.
- D. CCRMA is a regional mobility authority in Cameron County that operates under Chapter 370, Texas Transportation Code.
- E. Pursuant to Section 370.033, Texas Transportation Code, CCRMA is authorized to operate and maintain transportation projects, including toll projects, within and outside of Cameron County.
- F. Pursuant to the Interlocal Cooperation Act (Chapter 791, Texas Government Code) and Section 370.033, Texas Transportation Code, HCRMA and CCRMA are each authorized to contract with other governmental entities and political subdivisions.
- G. Pursuant to a Resolution adopted by the Board of Directors of CCRMA dated September 25, 2025, the CCRMA has approved this Agreement and authorized its Executive Director to execute and deliver this Agreement on behalf of Cameron County.
- H. Pursuant to a Resolution adopted by the Board of Directors of the HCRMA dated October 28, 2025, the HCRMA has approved this Agreement and authorized its Executive Director to execute and deliver this Agreement on behalf of HCRMA.
- I. Pursuant to the adoption of an interlocal agreement for Tolling Services between Harris County Toll Road Authority (“Harris County” or “HCTRA”) and CCRMA dated July 18, 2023 (attached hereto as Exhibit B), HCTRA will provide the “Fuego Back Office System” (“Fuego

BOS”) for use by CCRMA and its Customer Service Center (“CSC”) to include the processing of HCRMA toll transactions.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements set forth in this Agreement, HCRMA and CCRMA agree as follows:

AGREEMENT:

- I. **Definitions.**
 - a. Unless otherwise defined herein, capitalized terms and abbreviations used in this Agreement have the definitions set forth in Exhibit A.
- II. **Engagement Term and Termination.**
 - a. HCRMA hereby engages CCRMA to provide Tolling Services for the Project in accordance with the provisions hereof.
 - b. The term (“Term”) of this Agreement begins on the Effective Date and ends on the fifth (5th) anniversary of the Effective Date. This Agreement will automatically renew for an additional five (5) years from and after the end of the then-expiring Term, unless a Party provides a written notice of termination to the other Party at least one hundred eighty (180) days before the end of the Term.
 - c. Either Party may terminate this Agreement, with or without cause, by providing written notice to the other Party not less than one hundred eighty (180) days prior to the stated termination date.
 - d. This Agreement may also be terminated at any time upon the written agreement of the Parties, or upon initiation by HCRMA as provided for in Section XIV of this Agreement.
- III. **CCRMA Responsibilities.**
 - a. **Tolling Services.** Beginning on the Service Commencement Date, CCRMA will provide Tolling Services and other necessary customer service center functions required for effective toll revenue collection for the Project including:
 - i. **Coordination.** Coordination, design, development, and other activities to enable the HCRMA, CCRMA, and HCTRA tolling systems to interface with each other in order for CCRMA to provide the tolling services.
 - ii. **Account Management.** Providing customer services to HCRMA 365 toll road users and account holders, including accepting payments, account management, Adjustments, transponder distribution, and other customer

service center functions such as processing mail and handling customer queries.

- iii. Toll Debt Collection Services. As legally permissible by law, Toll Debt Collection Services, defined as collection and processing of tolls, fees, fines, and costs associated with Toll Violations that occur on the Project, will be processed through CCRMA's Debt Collections Vendor. CCRMA shall provide billing statements to customers reflecting itemized toll charges and application of payments. These services will be the CCRMA's responsibility in accordance with the agreed upon business rules between CCRMA and HCRMA. CCRMA will ensure that its Debt Collections Vendor works with HCTRA for electronic file exchanges or updates to customer accounts as defined in Exhibit B.
- iv. Transponder Fulfillment. Transponder fulfillment, issuance, and replacement for any customer accounts opened via the CSC walk-in center.
- v. Customer Service Accounts. Customer management services, and other services deemed necessary for the benefit of this relationship and the Project. CCRMA shall work with HCTRA to maintain and manage these accounts as necessary utilizing the HCTRA managed Fuego BOS as per Exhibit B. CCRMA will provide the CSC walk-in center, Customer Service Representatives ("CSRs"), and necessary staff, who shall perform account management, including handling of customer inquiries and complaints, and customer account maintenance services for HCRMA in accordance with the terms contained within Exhibit B.
- vi. Payments. CCRMA will support the payments, disputes, Adjustments, and resolution of all Toll Invoices and Toll Violations within the contact center in addition to all account management services.
- vii. Reporting. Providing access to reporting features agreed upon by both Parties in the Process and Design Documents for the life of this Agreement and four years after Termination, as otherwise agreed upon by the Parties.
- viii. Quality Assurance. Implementation of appropriate reporting, reconciliation, accounting, Audit and quality assurance processes in accordance with standard industry practices, including internal controls to minimize the possibility of inadvertent and illegal diversion of Toll Revenues, and including (A) controlled access to all HCTRA computer systems and subsystems, (B) control by user group scheme, (C) state of the art virus protection and firewall software and (D) maintaining a secure

record of system access and breaches of security, consistent with standard industry practices.

- ix. Backup and Recovery. Implementation of data backup and disaster recovery in accordance with standard industry practices and retention of Project-related data pursuant to the Process and Design Documents.
- b. CCRMA shall (i) meet the SLAs agreed upon by the Parties, (ii) maintain efficiencies within the CSC, and (iii) perform adequate training for all CSC Staff.
- c. If the parties mutually agree that CCRMA is unable to perform Tolling Services, in part or whole (e.g. customer service functions), or CCRMA is unable to meet the agreed upon performance metrics for any reason, then CCRMA will assist the HCRMA in transitioning Tolling Services to HCTRA.
- d. CCRMA will supply Tolling Services on a non-discriminatory basis (i) in accordance with the requirements of this Agreement and Cameron County's standard management practices, procedures, protocols, and business rules with which it performs such services and functions for its own facilities, and (ii) at the same level and quality of service Cameron County provides customers on its own toll facilities as defined in Exhibit A.
- e. CCRMA shall remit all revenues (tolls, fees, fines, administrative fees, and any other revenues) collected as payment to HCRMA Project transactions to HCRMA within ten (10) days of receipt from HCTRA. Revenue may be reduced by the amount owed by HCRMA to CCRMA for Tolling Services as described in Section VI, including Debt Collection Service costs, and other costs agreed upon by HCRMA. Exhibit C illustrates this process.
- f. CCRMA shall apply partial payments on invoices and debts in accordance with the Design and Process Documents and, not to prioritize CCRMA transactions over those of HCRMA.
- g. CCRMA will not be responsible for:
 - i. Providing roadway equipment maintenance, road maintenance, road repair, or roadway customer assistance services for the Project.
 - ii. Providing law enforcement services for Toll Violation enforcement or administrative hearings, with the exception of providing evidence to support any law enforcement efforts required for the Project.

IV. HCRMA Responsibilities.

- a. HCRMA will be responsible for installation, replacement, and maintenance of all necessary roadway tolling equipment (including electrical power, tag readers, network, and fiber) for the Project and the Parties will verify that such equipment is compatible and interoperable by following the Process and Design Documents and testing in accordance with standard industry practices. This will include:
 - i. Automatic Vehicle Identification (AVI) subsystem;
 - ii. Automatic Vehicle Classification (AVC) subsystem;
 - iii. Violation Enforcement System (VES); and
 - iv. Lane Controllers and miscellaneous lane-based equipment and Communication and support equipment.
- b. Pursuant to the interlocal agreement by and between HCRMA and HCTRA, HCRMA will send HCTRA fully formed transactions which are ready for posting to customer accounts with proper toll rates. HCRMA will set the toll rates and toll classifications on the Project. HCRMA will provide the initial toll schedule to HCTRA and CCRMA prior to opening the Project or any segment of the Project and will promptly notify HCTRA and CCRMA in writing of any changes in the toll schedule for informational purposes.
- c. HCRMA will provide or arrange to provide law enforcement services for Toll Violation and traffic enforcement for the Project on the roadway.
- d. HCRMA will build interfaces from the Roadside Electronic Toll Collection equipment to and roadside host to interface with the Fuego BOS following the Process and Design Documents and verified through testing in accordance with standard industry practices.
- e. HCRMA will provide all maintenance services for mowing and landscaping, signage and striping, and routine repairs such as painting and sweeping for locations directly within the Project.
- f. HCRMA will provide onsite maintenance services for Dynamic Message signs (if any), and fiber optic and/or telecom service communication links for those necessary and directly related to the Project.
- g. HCRMA will process all transactions related to Non-Revenue Transactions.
- h. HCRMA will develop Process and Design Documents in conjunction with CCRMA at the parties' mutual expense (50/50) (to be reviewed and accepted by HCTRA) to support the design, implementation, and operations and maintenance of the CSC, Project, and Fuego BOS, which may include:

- i. Standard Operating Procedures (“SOPs”),
 - ii. Business Rules,
 - iii. Key Performance Indicators (“KPIs”) / Service Level Agreement Indicators (“SLAs”), and
 - iv. Reports.
- i. HCRMA will provide CCRMA at least sixty (60) days’ advance notice of the Service Commencement Date of each new segment of the Project as it is completed and ready to be tolled.

V. Cooperative Efforts.

- a. The Parties will follow (i) the Process and Design Documents to be developed with CCRMA and (ii) the HCTRA provided business rules, ICD, and process documents.
- b. The Parties will make appropriate representatives available to help each other resolve issues arising in connection with their performance under this Agreement.
- c. The Parties will provide each other with information for purposes of training each Party’s personnel to respond to customer inquiries concerning operation of the Project.
- d. HCRMA will provide CCRMA advance notice of any roadside system changes which may affect the collection of tolls and/or CSC operations across the Project.
- e. The Parties will cooperate with each other to conduct and complete, prior to the Service Commencement Date, all work necessary for connection of the Electronic Toll Collection System with CCRMA’s CSC.
- f. The Parties will inform each other of any marketing activities, publicity specifically targeting the Project, and/or use of Fuego tags, and will cooperate to maximize Fuego transponder penetration in Hidalgo County.
- g. The Parties will notify each other of Toll Violation enforcement efforts, outreach, and initiatives that may impact operations and collaborate on timing to mitigate operational impacts.
- h. The Parties will seek cost effective ways to continuously improve tolling services. HCRMA and CCRMA acknowledge and agree that, particularly in view of the length of the Term, changes may occur during the Term in mobility and tolling equipment, technology and operations, interoperability standards and protocols and in business and commercial practices that may warrant the Parties' consideration

and implementation of changes in the equipment, technology or practices utilized in connection with the Project and/or changes to this Agreement and the Parties' respective responsibilities and obligations hereunder in order to more effectively provide for the performance of the services contemplated and intended by this Agreement. The Parties agree to cooperate with each other in a commercially reasonable manner in considering any such changes and to implement the same to the extent such implementation may be achieved in a commercially reasonable manner. Additional financial or other obligations required by the Parties shall be at the discretion of each Party's respective governing body. If the Parties disagree on commercially reasonable changes in equipment, technology, or practices to be utilized for the Project, either Party may terminate this Agreement with one-hundred twenty (120) days notice to the other Party.

VI. Compensation for Services.

- a. The following describes the compensation exchanged between HCRMA, CCRMA, and HCTRA.
 - i. In accordance with the interlocal agreement between HCTRA and CCRMA, CCRMA will pay a flat fee per month based on the amount of revenue HCTRA collects through the Fuego BOS. If the toll revenue collected per month by HCTRA through the Fuego BOS does not exceed the "Cap" as defined as \$7,000,000 per month, the "Flat Fee" of \$30,000 per month will be paid by CCRMA. HCRMA will not incur any costs or share in that expense.
 - ii. If the toll revenue collected by HCTRA per month through the Fuego BOS exceeds \$7,000,000, HCRMA will reimburse CCRMA for the additional fee in excess of the Flat Fee per month based on HCRMA's attributable proportion of toll revenue above the Cap. The attributable proportion will be based on the prorated share of revenue across all facilities and revenue collected through the Fuego BOS.
 - iii. HCRMA will pay the Interoperable ("IOP") Transaction Processing Fee for Away Transactions on the HCRMA toll system, currently at five cents (\$0.05) per Interoperable Transaction plus three percent (3%) of the toll amount, for processing IOP via the Central United States Interoperability ("CUSIOP") Hub. HCRMA agrees that any changes to this IOP Transaction Processing Fee will apply in future periods. IOP Fees incurred will be deducted directly from the toll revenue and remitted by HCTRA to CCRMA and HCRMA.

- iv. HCRMA will pay for Debt Collection Service costs charged by CCRMA's Debt Collection Vendor as a pass-through cost. CCRMA will not charge additional fees or withhold additional amounts of debt collected.
- b. HCRMA will not incur any onboarding or capital costs to interface with the Fuego BOS.
- c. HCRMA may request CCRMA to provide Additional Services not addressed within the scope of this agreement. If CCRMA provides Additional Services, HCRMA shall negotiate and reimburse CCRMA for such Additional Services and such mutual agreement shall be reflected in a written amendment to this Agreement executed by HCRMA and CCRMA.
- d. If CCRMA chooses to scale the CSC's CSR Staff in accordance with Exhibit D to better serve its partners and requests compensation for changes from HCRMA, HCRMA shall negotiate terms and adjust compensation for CSR and CSR Lead cost to CCRMA in proportion with HCRMA's overall share of transactions. Any changes to operation costs attributed to CSC CSR Staff must be based on a demonstrated need resulting from CSC performance metrics and are subject to HCRMA Board Approval. If HCRMA elects not to participate in a CCRMA CSC Staff adjustment, either Party may terminate this Agreement with one hundred twenty (120) days' notice to the other Party.
- e. CCRMA will not charge HCRMA for Tolling Services during testing periods or when tolling on the Project has been suspended for any reason.
- f. CCRMA shall not be entitled to retain any Administrative Fees as compensation for Tolling Services.

VII. Confidential Information.

Each Party will maintain Customer Confidential Information in its possession as confidential information and in compliance with applicable privacy laws and consistent with their policies and practices regarding the confidential information of their customers. As a merchant accepting payment cards, CCRMA is required to maintain compliance with the Payment Card Industry ("PCI") Data Security Standard ("DSS") for cardholder information within its systems. CCRMA will not provide HCRMA with Customer Confidential Information in any reports; however, CCRMA will provide HCRMA with names, addresses, e-mail addresses, telephone numbers, and account profiles of Users upon request by HCRMA.

VIII. Records and Audit Rights.

CCRMA will maintain, consistent with its practices regarding customers of its own facilities, accurate and complete books and records relating to CCRMA's performance of this Agreement,

including electronic data of, or relating thereto and data and other information relevant to the fees that CCRMA charges to HCRMA and Users. CCRMA will make these books and records available during normal business hours for audit and inspection by HCRMA and and/or HCRMA's designees, at the location where such books and records are customarily maintained. CCRMA will provide to HCRMA and its designee copies of such records upon request and at HCRMA's expense. CCRMA will retain the books and records described in this Section VIII for a minimum of five years or based on Generally Accepted Accounting Principles ("GAAP") rules, after the date the record or document is generated. Any records relating to claims and disputes between the Parties, or any known third-party claim against CCRMA or HCRMA, will be retained until such claims or disputes are finally resolved.

IX. 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.

X. Other Services.

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 service, 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.

XI. Governmental Immunity.

To the extent applicable, the Parties agree that any purchases of goods or services under this Agreement is subject to § 791.025, Texas Government Code. Subject thereto, nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claims on behalf of any third party. Neither 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.

XII. Relationship of the Parties.

Nothing in this Agreement is intended to create, nor shall be deemed or construed by the Parties or by any third Party as creating the relationship of principal and agent, partnership, or joint venture between the Parties and/or any other Party. Without limiting the foregoing, the purposes for which the Parties have entered into this Agreement are separate and distinct, and there are no pecuniary interests, common purposes and/or equal rights of control between the Parties hereto. Each Party agrees it is responsible for its actions and the actions of its contractors, employees, representative, and agents. Neither Party waives any powers, rights, or defenses it may have under applicable law.

XIII. Remedies.

If either Party fails to observe or perform any covenant, agreement, term or condition required to be observed or performed by it under this Agreement and such failure continues for a period of thirty (30) days after written performance notice is given by the other Party specifying said failure,

the other Party will be entitled to seek an action in mandamus against that Party, or to exercise any and all other rights and remedies available to it under this Agreement, at law or in equity. The Parties will utilize the dispute resolution procedures in Section XIV before exercising the remedies in this section.

Each Party acknowledges its duty at law to mitigate damages arising out of the other Party's breach or failure to perform.

XIV. Dispute Resolution Procedures.

Any disputes between the Parties concerning this Agreement that cannot be resolved at the project management level will be referred to CCRMA's Executive Director or his/her designee and HCRMA's Executive Director or his/her designee to resolve. If they do not resolve the dispute, the Parties agree to use the procedures in this Section XIV. The Parties agree to participate in non-binding mediation as a dispute resolution procedure if a resolution cannot otherwise be reached. During the dispute resolution process, if HCRMA determines, in its sole discretion, that business continuity requires the use of another customer service provider, HCRMA may begin using a third-party for one or more Tolling Services.

XV. Transition Upon Termination.

Upon, or in preparation of, the termination of this Agreement, CCRMA will assist HCRMA and cooperate in providing a smooth transition of Tolling Services and transfer data from CCRMA to HCRMA (or its assignee). CCRMA and HCRMA will cooperate in development of a Transition Plan, which will include (i) transition of Tolling Services and customer service operations; and (ii) transfer of data identified in the Transition Plan from CCRMA to HCRMA or its assignee. CCRMA will continue to provide Tolling Services as provided in this Agreement until the date designated in the Transition Plan.

XVI. Successors and Assignees.

- a. Except as expressly provided herein, neither HCRMA nor CCRMA may assign, lease, sublet, or transfer its interest in this Agreement without the prior written consent of the other Party to this Agreement.
- b. This Agreement will be binding and be for the sole and exclusive benefit of the Parties and their legal successors, including without limitation any successor public agency or entity to either Party.

XVII. No Third-Party Beneficiaries.

Nothing in this Agreement or in any approval subsequently provided by either Party hereto shall be construed as conferring any benefits, rights, remedies, or claims to any Person not a party to this Agreement, including, without limitation, the public in general.

XVIII. Severability.

If any provision of this Agreement, or the application thereof to any Person or circumstance, is rendered or declared illegal for any reason and is invalid or unenforceable, the remainder of this Agreement and the application of such provision to other Persons or circumstances will not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

XIX. Written Amendments.

Any changes in the character, agreement, terms and/or responsibilities of the Parties must be enacted through a written amendment and executed by the Parties.

XX. Notices.

All notices to either Party by the other required under this Agreement must be delivered personally, sent by email followed by deposit in the U.S. Mail, or sent by certified or registered U.S. Mail, proper postage prepaid, and addressed to such Party at the following respective addresses:

If to CCRMA:

Pete Sepulveda, Jr.
Cameron County Regional Mobility Authority
3461 Carmen Ave.
Rancho Viejo, Texas 78575
Attention: Executive Director

With a copy to:

Eric Davila, PE, PMP, CCM
Cameron County Regional Mobility Authority
3461 Carmen Ave.
Rancho Viejo, Texas 78575
Attention: Chief Development Engineer

With additional copy to:

David F. Irwin
Rentfro, Irwin & Irwin, PLLC
1650 Paredes Line Road, Suite 102
Brownsville, Texas 78521

If to HCRMA:

Pilar Rodriguez, PE
Hidalgo County Regional Mobility Authority
203 W Newcombe Avenue
PO Box 1766
Pharr, Texas 78577

Attention: Executive Director

With copy to:

Ramon Navarro, IV, PE, CFM
Hidalgo County Regional Mobility Authority
203 W Newcombe Avenue
Pharr, Texas 78577
Attention: Chief Construction Engineer

All personally delivered notices will be deemed given on the date so delivered. All notices mailed by certified or registered mail will be deemed given three (3) days after being deposited in the U.S. mail. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided for above.

XXI. Limitations.

All covenants and obligations of the Parties under this Agreement will be deemed to be valid covenants and obligations of said entities, and no officer, director, or employee of HCRMA or CCRMA will have any personal obligations or liability hereunder.

XXII. Exhibits.

Exhibits referred to in this Agreement and attached hereto are incorporated herein in full by this reference as if each of such exhibits were set forth in the body of this Agreement and duly executed by the Parties.

XXIII. Authorization.

Each Party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement in accordance with its terms, other than those that have been obtained.

XXIV. Interpretation.

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party having or being deemed to have drafted, prepared, structured, or dictated such provision. The use of the word "will" in this Agreement connotes a contractual right, covenant or obligation, as applicable. Wherever the word "including" is used, it is deemed to mean "including, without limitation,"

XXV. Waiver.

No delay or omission by either Party hereto to exercise any right or power hereunder shall impair such right or power or be construed as a waiver thereof. A waiver by either of the Parties hereto of any of the covenants, conditions, or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained. No course of dealing between the Parties will be a waiver of estoppel of a right, remedy, or condition under this Agreement.

XXVI. Captions.

The captions used for the Sections in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of this Agreement or any Section hereof.

XXVII. Governing Law.

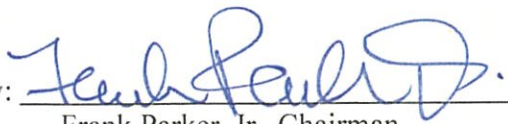
The laws of the State of Texas shall govern this Agreement.

XXVIII. Counterparts.

This Agreement may be executed in one or more counterparts, all of which together will be deemed an original.


IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates shown below, effective on the Effective Date.

CAMERON COUNTY REGIONAL MOBILITY
AUTHORITY

By: 
Frank Parker, Jr., Chairman

Date: September 25, 2025

HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY

By: 
Pilar Rodriguez, P.E., Executive Director

Date: 11/5/2025

EXHIBIT A

DEFINITIONS

As used in the foregoing agreement, the following terms have the respective meanings indicated:

“Adjustments” means the following adjustments, made in accordance with HCTRA's standard business practices: (i) adjustments for duplicate toll payments and Non-Complying Transactions, (ii) adjustments for payment of IOP Fees, (iii) adjustments for settling or otherwise resolving User disputes respecting Transactions from the Project, (iv) adjustments for waivers, (v) adjustments for refunds to accounts or Video Transaction Users due to inaccurate toll charges on the applicable Project, (vi) adjustments for tolls previously credited to HCRMA that are paid with bad checks or via a charged back credit or debit card transaction, (vii) adjustments for inaccurate Transactions transmitted from HCRMA to HCTRA, (viii) adjustments to tolls and Administrative Fees, as applicable, whenever a Transaction is reclassified, (ix) credits to HCRMA for prior overcharges to HCRMA for the same Transaction, (x) credits to HCRMA for duplicate Transaction Fees charged to HCRMA for the same Transaction, (xi) adjustments for Non-Revenue Transactions; and (xi) any other adjustments that HCRMA and HCTRA may mutually approve in writing.

“Additional Services” means services other than Tolling Services, i.e., services that are outside the scope of the Tolling Services provided by CCRMA under this Agreement, requested by HCRMA under Section VI(c) of this Agreement.

“Administrative Fees” means any fees, fines, awards, court costs, administrative costs collected from Users associated with collection of tolls in the Toll Violation Invoice process.

“Audit” may include either a System and Organization Controls Audit (SOC) or a Payment Card Industry (PCI) Data Security Standard Audit. There are two (2) types of commonly performed SOC Audits – SOC 2 Type I audits or SOC 2 Type II audits, which help to determine an organization’s security risks or concerns and the necessary path to mitigation. PCI Audits help to ensure that an organization accepting credit cards are maintaining the latest security standards.

“Away Transactions” means any transactions routed to the CUSIOP Hub.

“CCRMA” means the Cameron County Regional Mobility Authority, a regional mobility authority organized under the laws of the State of Texas.

“CSC” means Customer Service Center, where staff will help to manage customer inquiries, disputes, and resolutions for the Project. For the purposes of this Project, the CSC will be managed by CCRMA.

“Customer Confidential Information” means the toll account and travel records of Users, including all personal information such as names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, and driver's license information.

“CUSIOP Hub” means the Central United States Interoperable Hub, which processes Transponder Transactions not processed by HCTRA.

“Debt Collections Vendor” means the entity procured by and providing Debt Collection Services to CCRMA.

“Debt Collection Service” or “Toll Debt Collection Service” means the work necessary to collect outstanding debts due to the non-payment of 1) tolls, 2) Administrative Fees, and 3) other debts owed to CCRMA and HCRMA.

“Design and Process Documents” means final system design documents for the BOS (including the System Detailed Design Document, Standard Operating Procedures, Business Rules, Key Performance Indicators, Service Level Agreement Indicators, and reports as accepted by the HCRMA and amendments thereto would require acceptance by the HCRMA. The Design and Process Documents shall conform with applicable CCRMA rules and procedures.

“DSS or Data Security Standards” is the term used for the standards set by the PCI for securing cardholder data.

“Effective Date” means the date this Agreement is approved by the HCRMA or the CCRMA, whichever is the last to occur.

“ETCS” means the electronic toll collection system, including its components, systems and subsystems, the hardware and physical infrastructure, and the software provided by HCRMA.

“Fuego Back Office System” (or “Fuego BOS”) means the system used by HCTRA to receive, collect, process, analyze, and store all tolls and toll transactions to include a CSC, a Violation Enforcement Center, IOP participant, and a Host. Through HCTRA’s interlocal agreement with CCRMA (attached as Exhibit B) this instance of the BOS is branded the “Fuego BOS”.

“GAAP” means the Generally Accepted Accounting Principles; GAAP Rules are a set of accounting rules, standards, and procedures frequently issued by the Financial Accounting Standards Board (“FASB”) and used by all accredited accounting firms within the United States.

“HCRMA” means the Hidalgo County Regional Mobility Authority, a regional mobility authority organized under the laws of the State of Texas.

“HCTRA” means the Harris County Toll Road Authority, a department of Harris County and county toll road authority.

“Interface Control Document” (ICD) means the document setting forth interface standards for HCTRA’s back office and the ETCS, including the manner in which data must be transmitted and received between HCTRA’s back office and the ETCS, as such document may be revised or updated by HCTRA or HCRMA from time to time with prior written consent of the other Party (which consent will not be unreasonably withheld or delayed).

“IOP Fees” means the costs incurred by the HCRMA for processing transactions that are routed to the CUSIOP Hub.

“KPIs” means Contract Key Performance Indicators, a series of metrics used to determine performance and efficiency in achieving agreed upon goals.

“Non-Complying Transaction” means a toll transaction that is submitted to HCTRA's back office, but that HCTRA returns to HCRMA rather than processes for payment because HCRMA does not submit all of the information required by the Business Rules or ICD.

“Non-Revenue Transaction” means a transaction for which no toll is required. These include, but are not limited to, transactions involving authorized emergency vehicles, military vehicles, and vehicles qualifying for free passage under § 372.053, Texas Transportation Code.

“Parties” means the Hidalgo County Regional Mobility Authority (“HCRMA”) and Cameron County Regional Mobility Authority (“CCRMA”).

“PCI” or “Payment Card Industry” means the term set forth by businesses and organizations that deal with cardholder data.

“Project” has the meaning set forth in the Recitals.

“Process and Design Documents” means the series of documents developed to help guide design, testing, and implementation of the Project and Tolling Services, which may include, Standard Operating Procedures (SOPs), on topics such as financial, customer/violation dispute, or business rules, requirements, Key Performance Indicators (KPIs) / Service Level Agreements (SLA), and reports.

“Readable Video Image” means an image produced by HCRMA's ETCS and transmitted to Fuego BOS in which both plate number and issuing jurisdiction can be reliably read electronically or by the human eye.

“Roadside Toll Collection System” or “ETCS” means the electronic toll collection system, including its components, systems and subsystems, the hardware and physical infrastructure, and the software provided by HCRMA.

“Service Commencement Date” means the date determined in the advanced written notice(s) HCRMA will provide to CCRMA at least thirty (30) days prior to each new segment of the Project being completed, ready for normal and continuous operations and use by the traveling public, and ready to be tolled.

“Tolling Services” means all services, materials, equipment, and work products provided by CCRMA for the Project as defined in Section III, including the scope of services and the level of service described therein.

“Toll Violation” means a failure or refusal to pay the toll imposed by HCRMA for operation of a vehicle on the Project or failure to comply with high occupancy vehicle rules and requirements, if any.

“Toll Invoice” means a notice prepared and sent by HCTRA to collect tolls and Administrative Fees associated with violations.

“Transaction” or “Transactions” means a Transponder Transaction, Video Transaction, and Non-Complying Transaction.

“Transition Plan” means a plan jointly developed by CCRMA and HCRMA which describes in detail how upon the termination of this agreement tolling services will be transitioned from CCRMA to HCRMA without the loss of data or interruption in the collection of tolls.

“Transponder Transaction” means each electronic record of a toll, which may include video images and video data that together constitute one toll payable from a customer, that are properly transmitted to HCTRA's back office in accordance with the ICD respecting a vehicle that (a) passes through a toll lane on a Project, (b) is equipped with a transponder issued by a Transponder Issuer, and (c) has a sufficient account balance at the time of posting or re-posting to pay in full the applicable toll rate.

“Users” means the registered owner of a vehicle traveling on the Project.

“Video Transaction” means each electronic record of a toll and set of contemporaneous video images of license plates and other video data (as required by the ICD) that are properly transmitted to HCTRA's back office in accordance with the ICD respecting (a) a vehicle that passes through a toll lane on the Project and is not equipped with a working transponder issued by a Transponder Issuer but for which HCRMA transmits to HCTRA's back office (i) a Readable Video Image of a license plate that bears a serialized or personalized plate number and means to identify the issuing jurisdiction; and (ii) video data as required by the ICD; or (b) a vehicle that passes through a toll lane on a Project and is equipped with a transponder that is (i) issued by a Transponder Issuer and (ii) associated with an account not closed at the time of transmission but having an insufficient account balance at the times of debit and re-debits to pay in full the applicable Transponder Transaction toll rate.

EXHIBIT B
CCRMA & HCTRA Agreement



Harris County, Texas

1001 Preston St., Suite 934
Houston, Texas 77002

Commissioners Court

Request for Court Action

File #: 23-3886

Agenda Date: 7/18/2023

Agenda #: 158.

Department: Toll Road Authority

Department Head/Elected Official: Roberto Treviño, P.E., Executive Director

Regular or Supplemental RCA: Regular RCA

Type of Request: Interlocal Agreement

Project ID (if applicable): N/A

Vendor/Entity Legal Name (if applicable): Cameron County Regional Mobility Authority

MWDBE Contracted Goal (if applicable): N/A

MWDBE Current Participation (if applicable): N/A

Justification for 0% MWDBE Participation Goal: N/A - Goal not applicable to request

	YES	NO	ABSTAIN
Judge Lina Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Request Summary (Agenda Caption):

Request for approval of an Interlocal Agreement with Cameron County Regional Mobility Authority for interoperability and tolling services.

Background and Discussion:

This agreement will provide seamless interoperability between Harris County Toll Road Authority and Cameron County Regional Mobility Authority. HCTRA shall provide Cameron County Regional Mobility Authority (CCRMA) transponders in exchange for CCRMA providing HCTRA customer account information of the CCRMA current customers and international customers. This allows HCTRA to recognize international freight carriers and CCRMA customers as good paying customers. Additionally, this Agreement will allow HCTRA and CCRMA to begin working towards providing interoperability tolling services. A future amendment will be necessary to address financial terms and processing.

Agreement will be for five years and will automatically renew for an additional five years at the end of each expiring year, unless a Party terminates per terms of the Agreement.

Expected Impact:

This Agreement will increase interoperability of other toll operators and provide HCTRA with an opportunity to capture data not currently accessible.

Presented to Commissioners Court

Alternative Options:

No other identified solution for this identified need.

July 18, 2023

Alignment with Goal(s):

Approve: E/G

_ Justice and Safety

File #: 23-3886

Agenda Date: 7/18/2023

Agenda #: 158.

- ☐ Economic Opportunity
- ☐ Housing
- ☐ Public Health
- ☒ Transportation
- ☐ Flooding
- ☐ Environment
- ☐ Governance and Customer Service

Prior Court Action (if any):

Date	Agenda Item #	Action Taken

Location:

Address (if applicable): N/A

Precinct(s): Countywide

Fiscal and Personnel Summary

Service Name			
	FY 23	FY 24	Next 3 FYs
Incremental Expenditures (do NOT write values in thousands or millions)			
Labor Expenditures	\$	\$	\$
Non-Labor Expenditures	\$	\$	\$
Total Incremental Expenditures	\$	\$	\$
Funding Sources (do NOT write values in thousands or millions)			
Existing Budget			
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
Total Current Budget	\$	\$	\$
Additional Budget Requested			
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
Total Additional Budget Requested	\$	\$	\$
Total Funding Sources	\$	\$	\$
Personnel (Fill out section only if requesting new PCNs)			
Current Position Count for Service	-	-	-
Additional Positions Requested	-	-	-
Total Personnel	-	-	-

File #: 23-3886

Agenda Date: 7/18/2023

Agenda #: 158.

Anticipated Court Date: July 18, 2023

Anticipated Implementation Date (if different from Court date): N/A

Emergency/Disaster Recovery Note: Not an emergency, disaster, or COVID-19 related item

Contact(s) name, title, department: Nicole Stuttz, Chief of Staff, Harris County Toll Road Authority

Attachments (if applicable): Agreement (partially executed)

INTERLOCAL AGREEMENT

FOR

TOLLING SERVICES

May 2, 2023

between

Cameron County

Regional Mobility Authority

and

Harris County

TOLLING SERVICES AGREEMENT

THIS TOLLING SERVICES AGREEMENT (“Agreement”), by and between the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, a local government corporation organized under the laws of the State of Texas (“CCRMA”) and HARRIS COUNTY, a body corporate and politic organized under the laws of the State of Texas, acting by and through Harris County Toll Road Authority (HCTRA) is executed to be effective the ____ day of _____, 2023 (“Effective Date”).

RECITALS:

- A. CCRMA and Harris County (each a “Party,” together “Parties”) are entering into this Agreement pursuant to which Harris County will provide interoperability and tolling services as defined herein in this Agreement for CCRMA toll road(s) in Cameron County, Texas, which are opened to the traveling public (collectively called “the Project”).
- B. Pursuant to Section 370.033(5) of the Texas Transportation Code, CCRMA is authorized to enter into contracts or operating agreements with a similar authority, another governmental entity, or an agency of the United States.
- C. Pursuant to Section 284.003 of the Texas Transportation Code Harris County is authorized to operate and maintain a toll project located within and outside Harris County. Harris County seeks to improve interoperability of the Project through the Harris County Toll Road Authority (“HCTRA”), a department of Harris County.
- D. Pursuant to the Interlocal Cooperation Act (Tex. Gov’t Code, Chapter 791), CCRMA and Harris County are authorized to contract with other governmental entities and political subdivisions.
- E. Pursuant to Commissioners Court Order dated _____, 2023, the Harris County Commissioners Court has approved this Agreement and authorized the Harris County Judge to execute and deliver this Agreement on behalf of Harris County.
- F. Pursuant to a Resolution adopted by the Board of Directors of the Cameron County Regional Mobility Authority dated _____, 2023, the Cameron County Regional Mobility Authority has approved this Agreement and authorized its Chairman to execute and deliver this Agreement on behalf of CCRMA.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements set forth in this Agreement, CCRMA and Harris County agree as follows:

AGREEMENT:

1. Consideration.

Harris County shall provide CCRMA Fuego transponders in exchange for CCRMA providing HCTRA customer account information of the current Fuego customers, CCRMA Fuego transponders and international customers.

2. Definitions. Unless otherwise defined herein, terms with initial capital letters and abbreviations used in this Agreement have the definitions set forth in Exhibit A.

3. Engagement, Term and Termination.

a. CCRMA and Harris County will work towards providing interoperability tolling services on the Project and such tolling services in accordance with the provisions hereof. The term ("Term") of this Agreement begins on the Effective Date and ends on the fifth (5th) anniversary of the Effective Date. This Agreement will automatically renew for an additional five (5) years from and after the end of the then-expiring Term, unless a Party provides a written notice of termination to the other Party at least 180 days before the end of the Term.

b. Either Party may terminate this Agreement, with or without cause, by providing written notice to the other Party not less than 180 days prior to the stated termination date. Harris County will continue to provide tolling services as provided in this Agreement occurring up to the termination date.

c. This Agreement may also be terminated upon agreement of the Parties.

4. Harris County Responsibilities.

a. Harris County will provide CCRMA Fuego transponders as requested by CCRMA.

b. HCTRA shall provide 75,000 Fuego transponders to CCRMA.

c. Harris County shall provide transponder technology which meets CCRMA specifications on a non-discriminatory basis (i) in accordance with the requirements of this Agreement and Harris County's standard and practices regarding transponder design, engineering, and functionality which it performs such services and functions for its own facilities, and (ii) at the same level of service Harris County provides customers on its own toll facilities.

5. CCRMA Responsibilities.

a. To facilitate Harris County's performance of interoperability and tolling services, CCRMA will provide Harris County with account information including but not limited to the name, address, and license plate information of current Fuego customers.

b. CCRMA will provide Harris County with account information of international customers including but not limited to the name, address, and international license plate information of current CCRMA customers.

6. Cooperative Efforts.

a. The Parties will make appropriate representatives available to help each other promptly resolve issues arising in connection with their performance under this Agreement.

b. The Parties will cooperate to maximize Fuego transponder penetration in the CCRMA region. The CCRMA will incorporate and coordinate with HCTRA any meetings with Mexico dealing with the interoperability of FUEGO Tag and HCTRA will assist with resources to achieve the interoperability with Mexico.

c. The Parties shall provide sufficient information, manuals, and training to the other party to ensure compliance with the terms of this Agreement.

d. The Parties shall provide advance notice of any change in marketing activities or publicity that affect the other party's operations or performance under this Agreement.

e. provide each other with information for purposes of training each Party's customer service personnel to respond to customer inquiries concerning operation of the Project.

f. The Parties will seek cost effective ways to continuously improve tolling services including, but not limited to exploring opportunities with CCRMA's back office operation and CCRMA's electronic toll collection system.

7. Confidential Information. The Parties will maintain Customer Confidential Information, including any Mexican vehicle information shared under this Agreement, as confidential information and in compliance with applicable privacy laws and consistent with their policies and practices regarding the confidential information of their customers. As a merchant accepting payment cards, Harris County is required to maintain compliance with the Payment Card Industry (PCI) Data Security Standard (DSS) for cardholder information within its systems. Harris County will not provide CCRMA with Customer Confidential Information in any reports; however, Harris County will provide CCRMA with names, addresses, e-mail addresses, telephone numbers, and account profiles of Users upon request by CCRMA.

8. Records and Audit Rights.

HCTRA will maintain, consistent with its practices regarding customers of its own facilities, accurate and complete books and records relating to Harris County's performance of this Agreement, including electronic data of or relating thereto and data and other information relevant to the fees that HCTRA charges to CCRMA and Users. HCTRA will make these books and records available during normal business hours for audit and inspection by CCRMA and and/or CCRMA's designees, at the location where such books and records are customarily maintained. HCTRA will provide to CCRMA and its designee copies of such records upon request and at CCRMA's expense. HCTRA will retain the books and records described in this Section 8 for a minimum of five years after the date the record or document is generated. Any records relating to claims and disputes

between the Parties, or any known third-party claim against Harris County or CCRMA, will be retained until such claims or disputes are finally resolved.

Harris County will allow CCRMA access to the Back Office System for financial and transactional reports related to the Project. CCRMA may request reports containing additional information but must reimburse Harris County for its design and programming costs.

9. Remedies. If either Party fails to observe or perform any covenant, agreement, term or condition required to be observed or performed by it under this Agreement and such failure continues for a period of [60] days after written notice is given by the other Party specifying said failure, the other Party will be entitled to seek an action in mandamus against that Party, or to exercise any and all other rights and remedies available to it under this Agreement, at law or in equity. The Parties will utilize the dispute resolution procedures in Section 10 before exercising the remedies in this section.
10. Dispute Resolution Procedures. Any disputes between the Parties concerning this Agreement that cannot be resolved at the staff level will be referred to HCTRA's Executive Director or his/her designee and CCRMA's Chairperson or his/her designee to resolve. If they do not resolve the dispute, the Parties agree to use the procedures in this Section 10. The Party making a claim may advance it in accordance with the statutes and administrative rules applicable on the Effective Date. The Parties agree to use any alternative dispute resolution procedure that is a part of the applicable claim procedure. The Parties will satisfy the requirement for alternative dispute resolution by participating in non-binding mediation, unless otherwise agreed to by the Parties.
11. Transition Upon Termination. Harris County will assist CCRMA and cooperate in providing a smooth transition of tolling services and transfer data from HCTRA to CCRMA upon the termination of this Agreement. Harris County and CCRMA will cooperate in development of a Transition Plan, which will include (i) transition of collection and customer service; and (ii) transfer of data identified in the Transition Plan from HCTRA to CCRMA. Harris County will continue to provide services as provided in this Agreement until the date designated in the Transition Plan.
12. Successors and Assigns.
 - a. Neither CCRMA nor Harris County may assign, lease, sublet, or transfer its interest in this Agreement without the prior written consent of the other Party to this Agreement.
 - b. This Agreement will bind and be for the sole and exclusive benefit of the Parties and their legal successors, including without limitation any successor public agency or entity to either Party.
13. No Third-Party Beneficiaries. Nothing in this Agreement or in any approval subsequently provided by either Party hereto shall be construed as conferring any benefits, rights, remedies, or claims to any Person not a party to this Agreement, including, without limitation, the public in general.
14. Severability. If any provision of this Agreement, or the application thereof to any Person or circumstance, is rendered or declared illegal for any reason and is invalid or unenforceable, the

remainder of this Agreement and the application of such provision to other Persons or circumstances will not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

15. Written Amendments. Any changes in the character, agreement, terms and/or responsibilities of the Parties (as detailed in Sections 4-8) must be enacted through a written amendment and executed by the Parties. A written amendment pursuant to this section may consist of a written communication, including signed letter via e-mail, between the Parties reflecting same. The parties intend for the Texas Uniform Electronic Transactions Act, *i.e.*, TEX. BUS. & COM. CODE § 322.001 *et seq.* to govern this Agreement to the extent applicable.

16. Notices. All notices to either Party by the other required under this Agreement must be delivered personally, sent by email followed by deposit in the U.S. Mail, or sent by certified or registered U.S. Mail, proper postage prepaid, addressed to such Party at the following respective addresses:

If to HARRIS COUNTY:

Harris County
1001 Preston, 9th Floor
Houston, Texas 77002
Attention: Harris County Judge

With a copy to:

Harris County Toll Road Authority
7701 Wilshire Place Dr.
Houston, Texas 77040
Attention: Executive Director

If to CCRMA:

Frank Parker, Jr, Chairman
Cameron County Regional Mobility Authority
3461 Carmen Avenue
Rancho Viejo, Texas 78575

With copy to:

Pete Sepulveda, Jr, Executive Director
Cameron County Regional Mobility Authority
3461 Carmen Avenue
Rancho Viejo, Texas 78575

All personally delivered notices will be deemed given on the date so delivered. All notices mailed by certified or registered mail will be deemed given three days after being deposited in the U.S. mail. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided for above.

17. Limitations. All covenants and obligations of the Parties under this Agreement will be deemed to be valid covenants and obligations of said entities, and no officer, director, or employee of CCRMA or Harris County will have any personal obligations or liability hereunder.

18. Relationship of the Parties. Nothing in this Agreement shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent between the Parties, or any joint enterprise.

19. Exhibits. Exhibits referred to in this Agreement and attached hereto are incorporated herein in full by this reference as if each of such exhibits were set forth in the body of this Agreement and duly executed by the Parties.

20. Authorization. Each Party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement in accordance with its terms, other than those that have been obtained.

21. Interpretation. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party having or being deemed to have drafted, prepared, structured, or dictated such provision. The use of the word "will" in this Agreement connotes a contractual right, covenant or obligation, as applicable. Wherever the word "including" is used, it is deemed to mean "including, without limitation,"

22. Captions. The captions used for the Sections in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of this Agreement or any Section hereof.

23. Governing Law. The laws of the State of Texas shall govern this Agreement.

24. Counterparts. This Agreement may be executed in one or more counterparts, all of which together will be deemed an original.

25. To the extent applicable, the Parties agree that any purchases of goods or services under this Agreement is subject to TEX. GOV'T CODE § 791.025 to the extent applicable.

26. Future Business Opportunities. HCTRA agrees that any future business opportunities concerning international bridges or other regional mobility authorities along the Texas-Mexico Border will be handled as part of the Project with the CCRMA.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement by six multiple counterparts on the dates shown below, effective on the Effective Date.

APPROVED AS TO FORM:

CHRISTIAN MENEFEE

Harris County Attorney

DocuSigned by:
By: Marcy Linebarger
MARCY LINEBARGER
Senior Assistant County Attorney

HARRIS COUNTY

DocuSigned by:
By: Lina Hidalgo
LINA HIDALGO
County Judge

Date: July 18, 2023

**CAMERON COUNTY REGIONAL MOBILITY
AUTHORITY**

DocuSigned by:
By: Frank Parker, Jr
FRANK PARKER, JR
Chairman

Date: 7/17/2023

ATTESTED TO:

DocuSigned by:
By: Arturo Nelson 7/17/2023
Arturo Nelson,
Secretary

EXHIBIT A

DEFINITIONS

As used in the foregoing agreement, the following terms have the respective meanings indicated:

“Back Office System” (BOS) means the system used by HCTRA to receive, collect, process, analyze, and store all tolls and toll transactions to include a Customer Service Center, a Violation Enforcement Center, IOP Peer, and a Host.

“Customer Confidential Information” means the toll account and travel records of Users, including all personal information such as names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information and driver’s license information.

“ETCS” means the electronic toll collection system, including its components, systems and subsystems, the hardware and physical infrastructure, and the software provided by HCTRA.

“Interface Control Document” or ICD” means the document setting forth interface standards for HCTRA’s back office and the ETCS, including the manner in which data must be transmitted and received between HCTRA’s back office and the ETCS, as such document may be revised or updated by HCTRA or CCRMA from time to time with prior written consent of the other Party (which consent will not be unreasonably withheld or delayed).

“Interoperable Transaction” means Transponder Transactions involving Toll Operators other than HCTRA.

“Project” has the meaning set forth in the Recitals.

“Roadside Toll Collection System” or “ETCS” means the electronic toll collection system, including its components, systems and subsystems, the hardware and physical infrastructure, and the software provided by HCTRA.

“Service Commencement Date” means (i) the Effective Date of this Agreement with respect to all lanes that are open for normal and continuous operations and use by the traveling public on that date, and (ii) the date upon which additional lanes of the Project or segments of the Project are opened by CCRMA for normal and continuous operations and use by the traveling public.

“Tag Validation List” means the consolidation of the Transponder Issuers’ master tag validation lists and updates of all known transponders and their current known status that is created by HCTRA and electronically distributed by HCTRA to CCRMA and/or its integrator.

“Toll Operator” means any Person, who or which (a) manages and operates a tolled roadway in the State of Texas, and (b) participates with HCTRA in interoperability protocols, agreements and arrangement.

“Transaction or Transactions” means a Transponder Transaction, Video Transaction, and Non-Complying Transaction.

“Transition Plan” means a plan jointly developed by Harris County and CCRMA which describes in detail how upon the termination of this agreement tolling services will be transitioned from Harris County to CCRMA without the loss of data or interruption in the collection of tolls.

“Transponder Issuer” means any Person, who or which (a) issues transponders for mounting in vehicles and transacting Transponder Transactions on any tolled roadway in the State of Texas and (b) participates with HCTRA in interoperability protocols, agreements and arrangement.

“Transponder Transaction” means each electronic record of a toll, which may include video images and video data that together constitute one toll payable from a customer, that are properly transmitted to HCTRA’s back office in accordance with the ICD respecting a vehicle that (a) passes through a toll lane on a Project, (b) is equipped with a transponder issued by a Transponder Issuer, and (c) has a sufficient account balance at the time of posting or re-posting to pay in full the applicable toll rate.

“User(s)” means the registered owner of a vehicle traveling on the Project.

“Video Transaction” each electronic record of a toll and set of contemporaneous video images of license plates and other video data (as required by the ICD) that are properly transmitted to HCTRA’s back office in accordance with the ICD respecting (a) a vehicle that passes through a toll lane on the Project and is not equipped with a working transponder issued by a Transponder Issuer but for which CCRMA transmits to HCTRA’s back office (i) a Readable Video Image of a license plate that bears a serialized or personalized plate number and means to identify the issuing jurisdiction; and (ii) video data as required by the ICD; or (b) a vehicle that passes through a toll lane on a Project and is equipped with a transponder that is (i) issued by a Transponder Issuer and (ii) associated with an account not closed at the time of transmission but having an insufficient account balance at the times of debit and re-debits to pay in full the applicable Transponder Transaction toll rate.

EXHIBIT C

Revenue Flow and Timing

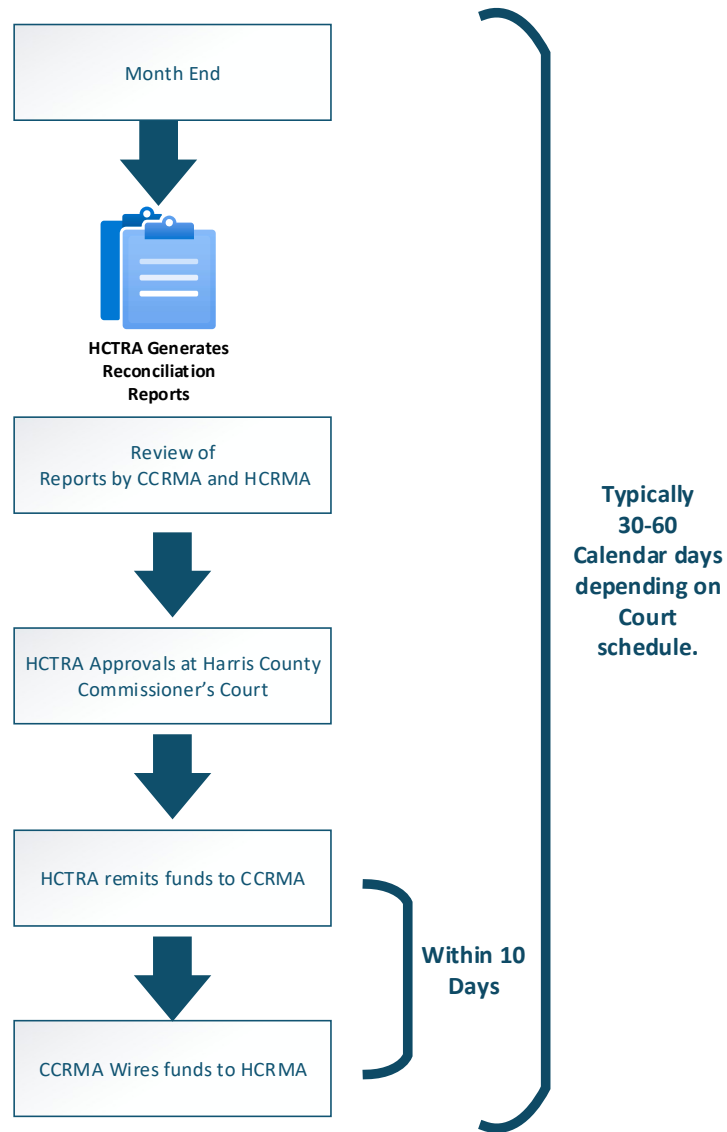


EXHIBIT D

The CCRMA would provide the following in support of HCRMA Toll Operations:

1. Access to the Fuego Back Office System (BOS) developed / supported by Harris County Toll Road Authority (HCTRA) which provides the following services for HCRMA Toll Operations to serve HCRMA Toll Customers (but not limited to):
 - a. Customer Relationship Management (CRM) System
 - b. AVI Transaction Processing
 - c. Image-based Transaction Processing / Pay-by-Mail Processing including Image Review
 - d. Accounting Module that includes Comprehensive Reconciliation & Auditability
 - e. External Website for Customer Service (Self Service)
 - f. Issue Monitoring
 - g. Inventory Tracking
 - h. Reporting
 - i. CSC staff onboarding (e.g. job postings, application review, and background checks)
 - j. Training (provided by CCRMA through access of HCTRA training support)
2. Fuego Tags for distribution to HCRMA Toll Customers that provides HCRMA Toll Customers Interoperability across the Central United States Interoperability Hub (CUSIOP Hub) and associated IOP Hubs that come online in the future.
3. CCRMA Toll Administration support during onboarding to the Fuego BOS, integration testing between the HCRMA TSI and HCTRA BOS team, and pre/post Go-Live of HCRMA Toll Operations. CCRMA Toll Administration support includes effort from the Executive Director, Chief Financial Officer, Toll Operations Administrator, Chief Development Engineer, and IT Manager toward the goals of establishing and supporting HCRMA Toll Operations.
4. CCRMA Customer Service Center (CSC) support of HCRMA Toll Operations for processing and customer support of HCRMA Toll Customers.
5. CCRMA shall not be entitled to retain any Administrative Fees as compensation for Tolling Services. CCRMA CSC Support will be invoiced monthly to the HCRMA.

Items 1 through 3 above would be provided as in-kind under this Agreement.

Item 4 would be provided based on the estimated staffing effort outlined in Tables D-1 and D-2 below. Additionally:

1. HCRMA and CCRMA shall agree to a start-up and hiring schedule in anticipation of the HCRMA 365 Go-Live.
2. HCRMA and CCRMA may need to coordinate adjustments in accordance with Section VI, subsection d, as HCRMA undergoes its CSC services roll-out, sustained HCRMA Toll Operations, and other trends affecting CCRMA and HCRMA toll transactions that may occur over time.

3. Compensation will be limited to the cost of CSR and CSR Lead labor and overhead, allocated proportionately to HCRMA and CCRMA in accordance with the volume of toll transactions originating on their respective tolled facilities.
4. HCRMA reserves the right to request an adjustment in CSC staffing based on performance against agreed upon KPIs and SLAs as noted in the Process and Design Documents detailed in Section IV, subsection h.
5. HCRMA will employ onsite personnel to provide CSR functions within HCRMA premises for local servicing. Services will be limited to:
 - a. Facilitate customer account activities, through self-service methods, including:
 - a. account opening,
 - b. account service resolution, and
 - c. account maintenance.
 - b. Facilitate account payments by credit card. HCRMA will not accept any cash payments or perform payments themselves. Customers will be directed towards a self-service payment network to replenish or perform any account payments.
 - c. CCRMA will train and support the onsite HCRMA CSR through the in-kind CCRMA Toll Administration support.

Table D-1. Projected CSC Staffing

CCRMA		HCRMA	
CSC Staff	CSC Cost	CSC Staff	CSC Cost
(1) Supervisor	\$ 84,085		
(1) Toll Clerk	\$ 47,178		
(2) Lead CSR's	\$ 118,981	(2) Lead CSR's	\$ 118,981
(1) BOS Specialist	\$ 52,162		
(8) CSR	\$ 387,107	(4) CSR	\$ 193,554
Indirect / OH Cost	\$ 50,000	Indirect / OH Cost	\$ 25,000
Total	<u>\$ 739,513</u>		<u>\$ 337,535</u>

Notes:

1. CSC Costs are in 2025 dollars.
2. The cost to HCRMA will be determined based on CSC staffing salaries, inclusive of both direct and indirect costs. An annual escalation may be applied, driven by merit-based salary increases or cost-of-living adjustments introduced at the start of each fiscal year. This escalation will be based on the actual costs incurred from these adjustments.

Table D-2. Projected CSC Cost

Year	CCRMA		HCRMA	
	TOLL TXN	CSC Cost	TOLL TXN	CSC Cost (Staff)
2026	4,854,840	\$ 776,489	4,642,000	\$ 354,412
2027	5,218,953	\$ 815,313	5,748,000	\$ 372,132
2028	5,610,374	\$ 856,079	6,914,000	\$ 390,739
2029	6,031,152	\$ 898,883	8,141,000	\$ 410,276
2030	6,483,488	\$ 943,827	9,431,000	\$ 430,790
2031	6,969,750	\$ 991,018	10,784,000	\$ 452,329
2032	7,492,481	\$ 1,040,569	11,136,000	\$ 474,946
2033	8,054,417	\$ 1,092,598	11,487,000	\$ 498,693
2034	8,658,498	\$ 1,147,227	11,841,000	\$ 523,628
2035	9,307,885	\$ 1,204,589	12,197,000	\$ 549,809

Notes:

1. Forecast costs are shown here, escalated at 5%. The actual cost to HCRMA will be determined based on CSC staffing salaries, inclusive of both direct and indirect costs. An annual escalation may be applied, driven by merit-based salary increases or cost-of-living adjustments introduced at the start of each fiscal year. This escalation will be based on the actual costs incurred from these adjustments.
2. In no case shall the CSR Labor costs attributable to HCRMA exceed its proportional share of overall toll transactions.

**2-M CONSIDERATION AND APPROVAL OF CHANGE ORDER NO. 1 WITH
ANAHUAC INFRASTRUCTURE, L.L.C. FOR SH 550 MAINTENANCE
PROJECT NUMBER 2025-SH550-1.**

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER:

1

1. CONTRACTOR: ANAHUAC INFRASTRUCTURE LLC
2. Change Order Work Limits: Sta. 1004+75.56 to Sta. 1514+00.00
3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
4. Describe the change and the reason for the change order. When necessary, include exceptions to this agreement.

Additional quantities of similar work to address concerns identified by maintenance assessments and by public comments received.

CCSJ: _____
Project: 2025-SH550-1
Highway: SH550
County: CAMERON
District: _____
Contract Number: 2025-SH550-1

5. New or revised plan sheet(s) are attached and numbered: 5-10, 48, 52-79 new 9a, revised 55, 57, 60, 69, 72, 73, 74
JP

Each signatory hereby warrants that each has the authority to execute this Change Order.

<p>By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change. Further, the contractor agrees that this agreement is made in accordance with Item 4 and the Contract. Exceptions should be noted in the response for #5 above.</p>	<p>The following information must be provided</p> <p>Time Ext. #: <u>1</u> Days added on this C.O.: <u>10</u></p> <p>Amt. added by this change order: <u>\$55456.00</u></p>
	<p>For TxDOT use only:</p> <p>Days participating: _____</p> <p>Amount participating: _____</p> <p>Signature _____ Date _____</p> <p>Name/Title _____</p>
<p>THE CONTRACTOR</p> <p>By <u>Vanessa Perez</u> Date <u>09/25/2025</u></p> <p>Typed/Printed Name <u>Vanessa Perez</u></p> <p>Typed/Printed Title <u>Managing Member</u></p>	

RECOMMENDED FOR EXECUTION:

Frank Parker, Jr. 09/25/2025
Name/Title Frank Parker, Jr., Chairman Date

Therese P. G. 9/25/25
Name/Title _____ Date
☐ APPROVED ☒ REQUEST APPROVAL

Name/Title _____ Date

Name/Title _____ Date
☐ APPROVED ☐ REQUEST APPROVAL

Name/Title _____ Date

Name/Title _____ Date
☐ APPROVED ☐ REQUEST APPROVAL

Name/Title _____ Date

Name/Title _____ Date
☐ APPROVED



CCRMA reserves all rights and does not release any claims, known or unknown, related to the cost of this Change Order.

RRP certifies that the work described in this Change Order is necessary for completion of the project.

Initials
Anahuac Infra. V.P. RRP JP
V.P. JP

CCSJ: 2025- SH550-1

TABLE A: Force Account Work and Materials Placed into Stock

TABLE B: Contract ItemsTXDOT Form 2146-L TAB (Rev. 10/11) Page 1 of 2

CCSJ:

Contact/Help

**2-N CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NO. 8
WITH R.R.P. CONSULTING ENGINEERS, L.L.C. FOR THE OLD ALICE ROAD
PROJECT.**

WORK AUTHORIZATION NO. 8

This Work Authorization is made as of this 25th day of September, 2025, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING CIVIL ENGINEERING SERVICES, dated as of October 31, 2024 (the "Agreement"), between the Cameron County Regional Mobility Authority ("Authority") and R.R.P. Consulting Engineers, L.L.C. ("GEC"). This Work Authorization amends and restates Work Authorization No. 12¹, which was established under the AGREEMENT FOR GENERAL CONSULTING CIVIL ENGINEERING SERVICES, dated as of May 10, 2018 (the "Prior Agreement"), between the Authority and another engineering company that divested a portion of its assets to GEC. The terms and conditions of the Agreement shall supersede and control in the event of any conflict between the Agreement and the Prior Agreement.

This Work Authorization is made for the following purpose, consistent with the Services defined in the Agreement: ***Professional services required for R.O.W. Staking for Old Alice Road.***

Section A. - Scope of Services

A.1. GEC shall perform the following Services:

GEC shall perform the Services as listed in Exhibit B and as requested by the Authority.

Section B. - Schedule

GEC shall perform the Services and deliver the related Documents (if any) according to the following schedule as shown on Exhibit C.

Section C. – Compensation

- C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed \$31,396.16, based on the attached estimate shown on Exhibit D. Compensation shall be in accordance with the Agreement.
- C.2. The Authority shall pay the GEC under the following acceptable payment method – Lump Sum Payment Method.
- C.3. Compensation for Additional Services (if any) shall be paid by the Authority to the GEC according to the terms of a future Work Authorization.

Section D. - Authority's Responsibilities

The Authority shall perform and/or provide the services as stated in Exhibit A in a timely manner so as not to delay the Services of the GEC. Unless otherwise provided in this Work Authorization, the Authority shall bear all costs incident to compliance.

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Work Authorization. – None.

-SIGNATURES ON NEXT PAGE-

¹ This includes any and all supplemental work authorizations issued under Work Authorization No. 12.


Except to the extent expressly modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

Authority: Cameron County Regional
Mobility Authority

GEC: R.R.P. Consulting Engineers, L.L.C.

By: Frank Parker, Jr.

By: Ahmed Abd-El-Meguid, PhD, PE

Signature: 
Title: Chairman
Date: 09/25/2025

Signature: Ahmed Abd-EL-Meguid, PhD, PE
Title: Vice President
Date: 9 / 26 / 2025

Digitally signed by Ahmed Abd-El-Meguid,
PhD, PE
DN: cn=A Ahmed Abd-El-Meguid, PhD, PE,
c=US, o=RRP Consulting Engineers, LLC,
email=ameguid@rrpeng.com
Date: 2025.09.26 12:58:31 -0500

LIST OF EXHIBITS

- Exhibit A - Authority's Responsibilities
- Exhibit B - Services to be Provided by GEC
- Exhibit C - Work Schedule
- Exhibit D - Cost Proposal

EXHIBIT A

Authority's Responsibilities

The following provides an outline of the services to be provided by the Authority in the development of the Project for this work authorization.

GENERAL

The Authority will provide to the GEC the following:

- (1) Provide GEC with a Notice to Proceed.
- (2) Payment for work performed by the GEC and accepted by Authority in accordance with this Agreement.
- (3) Assistance to the GEC as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the GEC cannot easily obtain.
- (4) Provide timely review and decisions in response to the GEC's request for information and/or required submittals and deliverables, in order for the GEC to maintain an agreed-upon work schedule referred to in Exhibit C.

EXHIBIT B Scope of Work

County: Cameron

Project: Old Alice Road ROW Staking

Review existing ROW maps and locate the existing ROW.

- a. Review existing ROW maps

The Surveyor shall review ROW maps prepared by others for utilization in staking the existing ROW along Old Alice Road.

- b. Locate existing ROW

The Surveyor shall stake, as noted on the map below, the existing ROW where it is necessary to update or redefine ROW lines. All standard surveying procedures must be adhered to including record research.



EXHIBIT C

Work Schedule

The GEC will diligently pursue the completion of the Project as defined by the milestones and deliverable due dates.

The GEC will inform the Authority (in reasonable advance of the delay) should the GEC encounter delays that would prevent the performance of all work in accordance with the established schedule(s) of work.

Notice To Proceed (NTP) – **Upon Execution**

ROW Staking - 4 Weeks from NTP

Work Order Complete – **4 weeks from NTP**

PROJECT: Old Alice Road ROW Staking
 CLIENT: CCRMA
 CONTRACT: GEC 2024 Contract
 CSJ:
 COUNTY: Cameron
 RRP JOB NO.: TX2434 WA8

09/16/25

EXHIBIT D -- FEE ESTIMATE

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION	FIRM	SERVICE	MAN-HOURS											ESTIMATED FEE	TOTALS
					Project Manager	Env Planner Senior	Env Planner IV	Engineer (Senior)	Engineer (Project)	Engineer (Design)	Engineer-in Training II	CADD Operator Senior	CADD Operator Junior	Admin/ Clerical	TOTAL HRS		
	150	ROW Staking															
		Right of Way Staking (36" high wood stakes with paint)	R.O.W.	SPECIAL											0	\$26,000.00	
		Review of Reports	RRP	BASIC	2			12			16	2			32	\$5,396.16	
		Sub Total (150 - ROW Staking)			2	0	0	12	0	0	16	2	0	0	32		\$31,396.16
	145	Project Management & Coordination															
		Project Manager (Proj Coord)	RRP	BASIC											0	\$0.00	
		Sub Consultant Coordination	RRP	BASIC											0	\$0.00	
		Project Secretary / Clerical	RRP	BASIC											0	\$0.00	
		Sub Total (145 - Project Management & Coordination)			0	0	0	0	0	0	0	0	0	0	0		\$0.00
		Sub Total (163 - 145)			2	0	0	12	0	0	16	2	0	0	32	\$5,396.16	\$31,396.16
		LABOR TOTALS															
		Total Hours	MULTIPLIER		2	0	0	12	0	0	16	2	0	0	32		\$31,396.16
		CONTRACT RATES: (\$/MAN-HOUR)	2.464		273.50	152.77	135.52	246.40	152.77	135.03	104.72	108.42	68.99	73.92			
		BASE RATES: (\$/MAN-HOUR)			111.00	62.00	55.00	100.00	62.00	54.80	42.50	44.00	28.00	30.00			
	160	NON LABOR															
		Travel - Mileage to Project Site (Initial Investigation, Plan Development Meeting, Pre-Bid Meeting and CM Trips)	RRP	SPECIAL	Mileage per trip =	100	Trips =	0				Milage Rate (\$/mi.)=	\$ 0.670			\$0.00	
		Sub Total (F.C. 160)															\$0.00
		PROJECT TOTAL															\$31,396.16

9/16/2025

Exhibit D
BUDGET- LUMP SUM RATE BASIS OF PAYMENT

	A	B	C	D	E	F	G	H	I	J
1	Project: Old Alice Road Right of Way Staking	<u>R.O.W. Surveying Services, LLC</u>								
2	County: Cameron County, Texas									
3	A. From-To: Sport Park Blvd to SH 550 (5,866 ft)									
4	B. From-To: SH 550 to SH 100 (19,132 ft)									
5	Description of Work: ROW Staking									
6										
7	TASK AND DESCRIPTION	Survey		Survey	4-man	3-man	2-man	Admin/	Total	Cost
8	Right of Way Staking (36" high wood stakes with paint)	PM	RPLS	Technician	Survey Crew	Survey Crew	Survey Crew	Clerical	Hours	
9	HOURLY RATE	\$123.00	\$125.00	\$74.00	\$210.00	\$155.00	\$130.00	\$51.50	134	
10	Right of Way Staking (36" high wood stakes with paint)									
11	A. From Sport Park Blvd to SH 550 @ every 200' (approx. 60 Stakes)	1	2	2	16			1	22	\$ 3,932.50
12	B. From SH 550 to SH 100 @ every 100' (approx. 382 Stakes)	1	3	7	100			1	112	\$ 22,067.50
13										
14	Grand Total	\$26,000.00								

**2-O CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NO. 9
WITH R.R.P. CONSULTING ENGINEERS, L.L.C. FOR THE SH 550 TOLL
OPTIMIZATION PROJECT.**

WORK AUTHORIZATION NO. 9

This Work Authorization is made as of this 25th day of September, 2025, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING CIVIL ENGINEERING SERVICES, dated as of October 31, 2024 (the “Agreement”), between the Cameron County Regional Mobility Authority (“Authority”) and R.R.P. Consulting Engineers, L.L.C. (“GEC”).

This Work Authorization is made for the following purpose, consistent with the Services defined in the Agreement: ***Professional services to develop a “Toll Optimization Study” as well as an “Alternative Analysis” for Old Alice Road Exit and SH 48 crossing.***

Section A. - Scope of Services

A.1. GEC shall perform the following Services:

GEC shall perform the Services as listed in Exhibit B and as requested by the Authority.

Section B. - Schedule

GEC shall perform the Services and deliver the related Documents (if any) according to the following schedule as shown on Exhibit C.

Section C. – Compensation

C1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed \$198,921.14, based on the attached estimate shown on Exhibit D and be paid with respect to the following NTP’s:

- NTP 1: PM & Coord, SH 48 alternatives and geometric feasibility of the Old Alice Road (OAR) alternatives.
- NTP 2: Geometric analysis of the OAR alternatives yielding a feasible result. If infeasible, a high level layout with brief summary of key parameters evaluated would close out this subtask of NTP 1 noted above.
- NTP 3: After the feasibility checks of the OAR alts is completed Toll Optimization may begin.. Compensation shall be in accordance with the Agreement.

C2. The Authority shall pay the GEC under the following acceptable payment method – Lump Sum Payment Method.

C3. Compensation for Additional Services (if any) shall be paid by the Authority to the GEC according to the terms of a future Work Authorization.

Section D. - Authority’s Responsibilities

The Authority shall perform and/or provide the services as stated in Exhibit A in a timely manner so as not to delay the Services of the GEC. Unless otherwise provided in this Work Authorization, the Authority shall bear all costs incident to compliance.

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Work Authorization. – None.

-SIGNATURES ON NEXT PAGE-

Except to the extent expressly modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

Authority: Cameron County Regional
Mobility Authority

GEC: R.R.P. Consulting Engineers, L.L.C.

By: Frank Parker, Jr.

By: Ahmed Abd-El-Meguid, PhD, PE

Signature: 

Title: Chairman

Date: 09/25/2025

Signature: Ahmed Abd-EL-Meguid, PhD, PE

Title: Vice President

Date: 9 / 26 / 2025

Digitally signed by Ahmed Abd-EL-Meguid,
PhD, PE
DN: cn=Ahmed Abd-EL-Meguid, PhD, PE,
c=US, o=RRP Consulting Engineers, LLC,
email=ameguid@rrpeng.com
Date: 2025.09.26 13:04:26 -0500

LIST OF EXHIBITS

- Exhibit A - Authority's Responsibilities
- Exhibit B - Services to be Provided by GEC
- Exhibit C - Work Schedule
- Exhibit D - Cost Proposal

EXHIBIT A

Authority's Responsibilities

The following provides an outline of the services to be provided by the Authority in the development of the Project for this work authorization.

GENERAL

The Authority will provide to the GEC the following:

- (1) Provide GEC with a Notice to Proceed.
- (2) Payment for work performed by the GEC and accepted by Authority in accordance with this Agreement.
- (3) Assistance to the GEC as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the GEC cannot easily obtain.
- (4) Provide timely review and decisions in response to the GEC's request for information and/or required submittals and deliverables, in order for the GEC to maintain an agreed-upon work schedule referred to in Exhibit C.

EXHIBIT B

Services To Be Provided By The GEC/Engineer

County: Cameron

Project: SH 550 Traffic and Alternatives

SCOPE DETAILS:

The GEC will develop a “Toll Optimization Study” as well as an “Alternative Analysis” for the following items listed below:

- Off Ramp Alternative Analysis for Old Alice Road Exit with respect to geometrics only.
- Alternatives for crossing SH 48 (From Port of Brownsville Property to “Plant” Location)

The following Scope of Work describes the task details that are included in the Services provided by the GEC on the proposed SH 550 Toll Optimization Study and Alternative Analysis Project.

NOTICE TO PROCEED shall be in phases as stated below:

NTP 1: PM & Coord, SH 48 alternatives and geometric feasibility of the Old Alice Road (OAR) alternatives.

NTP 2: Geometric analysis of the OAR alternatives yielding a feasible result. If infeasible, a high level layout with brief summary of key parameters evaluated would close out this subtask of NTP 1 noted above.

NTP 3: After the feasibility checks of the OAR alts is completed Toll Optimization may begin.

The GEC will not begin work on any of the phases until the AUTHORITY has either granted written “Notice to Proceed” and the work authorization has been fully executed.

TOLL OPTIMIZATION STUDY

Task 1: Existing Data Analysis

The GEC will obtain the latest toll collection data from the CCRMA to analyze the toll collection process and the actual revenue obtained at each gantry of the existing toll collection structure. The GEC will analyze the data to assess potential improvements to optimize the existing process.

The GEC will rely on existing toll revenue data by gantry and OD data of the region. The GEC will need the transaction counts and revenue for each of the existing toll gantries. The data that the GEC obtains will be used to estimate user and traffic pattern characteristics specific to SH 550.

In addition to the toll collection data, the GEC will analyze the existing transaction counts and toll rates by gantry to determine the Project’s observed toll elasticities from historical toll rate

changes and special events that affect SH 550 revenue collection, like the Great Recession or the COVID-19 pandemic.

Task 2: Travel Demand Modeling

The GEC will use the latest Lower Rio Grande Valley (LRGV) Travel Demand Model (TDM)—along with C&M’s proprietary toll diversion model application—to evaluate any changes to the existing toll gantry configuration. The LRGV is the official planning model of the study area and is the backbone of the GEC’s travel demand modeling effort. The LRGV TDM was developed through a cooperative process between the Rio Grande Valley Metropolitan Planning Organization (RGVMPO), the Harlingen-San Benito MPO, the Brownsville MPO, The Texas Department of Transportation’s (TxDOT) Pharr District, and TxDOT’s Transportation Planning and Programming (TPP) Division. The LRGV TDM supports the development of the long-range Metropolitan Transportation Plan (MTP) in the region, and it is used to identify transportation system deficiencies and evaluate potential improvements.

For the present study, the GEC will obtain the latest version of the LRGV TDM (or updated parts of the TDM) to incorporate model attributes, parameters, and assumptions within C&M’s Cameron County TDM.

The GEC obtained origin and destination (OD) data in Cameron County from the TxDOT “Replica” database. This OD data will be used to enhance the modeled traffic pattern in the LRGV TDM.

The GEC will be able to simulate and model traffic pattern changes of SH 550 users due to toll point location changes to optimize the SH 550 toll revenue.

Task 3: Traffic and Revenue Forecast

The GEC will estimate the Project’s annual traffic and resulting revenue for a forecast period of 20 years, for at least three different toll gantry scenarios. The GEC will combine the analyses and findings from the previous tasks to develop the Project’s traffic and revenue (T&R) estimates. The GEC will develop a T&R forecast for passenger and commercial vehicles to estimate any changes to the existing tolling schedule.

Task 6: Deliverables

The GEC will report its findings for this study as follows:

Draft Report: A Draft Report will be prepared to document assumptions, methodologies, inputs, and results. The proposed report layout includes the following:

- A description of the SH 550 Toll Road
- A summary of observed SH 550 toll operations
- Details regarding the existing data analysis
- Proposed tolling strategies to optimize tolling operations
- The resultant T&R forecasts

Draft Report Review: Copies of the Draft Report will be delivered to the CCRMA staff for review and comments.

Final Report: The GEC will evaluate and respond to comments received during the review period. The GEC will then address the comments received and incorporate any necessary revisions in the Final Report.

EXIT RAMP ALTERNATIVES AT OLD ALICE ROAD

The GEC shall develop alternatives for a proposed exit ramp from the eastbound/southbound SH 550 Toll Road Mainlanes to the Old Alice Road intersection. See study area location map below.

Task 1: Existing Data Collection

The GEC will collect all existing data available for the development of alternatives for the exit ramp. The data will include the following items:

- SH 550 – Existing Plans and Alignments
- SH 550 – Existing Topo
- LiDAR to supplement existing topo data
- Images for Layout Backgrounds
- Any pertinent information related to SH 550 Existing Geometrics

This data shall be compiled to develop high level horizontal alignments/options for each alternative. For the vertical aspect of the project, an underground versus above ground option will be identified with the vertical alignment being based on vertical clearances only.

Task 2: Develop Alternatives for the Exit Ramp

The GEC will develop various alternatives for a proposed exit ramp from the SH 550 eastbound/southbound mainlanes to access the Old Alice Road intersection. The Alternatives will not be limited to the following but will include these options.

- Toll Gantry Relocation/New Gantry Option
- Braided Ramp Configuration Option
- Realignment of the existing on-ramp for spacing accommodations

All alternative geometrics will adhere to FHWA and TxDOT design guidelines/standards.

Task 3: Alternative Layouts

The GEC will develop layouts for each alternative option with geometric details for the Horizontal Alignment as well as the Vertical profile. The geometrics will be based on available existing topo and LiDAR data.

Task 4: Preliminary Cost Estimates

The GEC will develop cost estimates for each alternative option that is developed.

Task 5: Deliverables

The GEC will report on its findings for the Alternative Options as follows:

Draft Technical Memo: A Draft Technical Memorandum will be prepared to document assumptions, Alternatives, Cost Estimates, and recommendations. The Technical Memo will include the following:

- A description of the Alternative Options
- Alternative Cost Estimates
- Proposed Recommendations

Draft Tech Memo Review: Copies of the Draft Technical Memo will be delivered to the CCRMA staff for review and comments.

Final Technical Memo: The GEC will evaluate and respond to comments received during the review period. The GEC will then address the comments received and incorporate any necessary revisions in the Final Technical Memo.

Task 6: Stakeholder Coordination

The GEC shall initiate stakeholder coordination for the development of alternatives. The following stakeholders are anticipated to be:

- TxDOT
- Cameron County

SH 48 CROSSING ALTERNATIVES

The GEC shall develop alternatives for a proposed crossing along SH 48 from the Port of Brownsville to Plant location. See study area location map below.

Task 1: Existing Data Collection

The GEC will collect all existing data available for the development of alternatives for the crossing. The data will include the following items:

- SH 48 Existing Plans
- Existing Topo
- LiDAR to supplement existing topo data
- Images for Layout Backgrounds

This data shall be compiled to create a DTM to accurately detail vertical and horizontal alignments for each alternative.

Task 2: Develop Alternatives for the SH 48 Crossing

The GEC will develop various alternatives for a proposed crossing on SH 48 from the Port of Brownsville to Plant location. The Alternatives will not be limited to the following but will include these options.

- Culvert Crossing
- Overhead Bridge Crossing
- At Grade Crossing

All alternative geometrics will adhere to FHWA and TxDOT design guidelines/standards.

Task 3: Alternative Layouts

The GEC will develop layouts for each alternative option with geometric details for the Horizontal Alignment as well as the Vertical profile (if Topo is available). The geometrics will be based on available existing topo and LiDAR data.

Task 4: Preliminary Cost Estimates

The GEC will develop cost estimates for each alternative option that is developed.

Task 5: Deliverables

The GEC will report on its findings for the Alternative Options as follows:

Draft Technical Memo: A Draft Technical Memorandum will be prepared to document assumptions, Alternatives, Cost Estimates, and recommendations. The Technical Memo will include the following:

- A description of the Alternative Options
- Alternative Cost Estimates
- Proposed Recommendations

Draft Tech Memo Review: Copies of the Draft Technical Memo will be delivered to the CCRMA staff for review and comments.

Final Technical Memo: The GEC will evaluate and respond to comments received during the review period. The GEC will then address the comments received and incorporate any necessary revisions in the Final Technical Memo.

Task 6: Stakeholder Coordination

The GEC shall initiate stakeholder coordination for the development of alternatives. The following stakeholders are anticipated to be:

- TxDOT
- Port of Brownsville

- Cameron County

PROJECT ADMINISTRATION AND COORDINATION

The GEC will perform project administrative and coordination duties, including contract administration, project management, meeting minutes of required meetings and telephone conversations and other related administrative tasks (e.g., direct costs) associated with the project, including:

- A) Coordinate, execute and administer work authorization as required with the AUTHORITY.
- B) Progress Reports and Invoices – Prepare monthly invoices and progress reports for the work tasks, together with evidence of work accomplished during the time period since the previous report. Prepare a detailed schedule (provide in the AUTHORITY approved format) of anticipated monthly invoice billing linking to the project work authorization tasks. A monthly progress report will be submitted and include activities completed, initiated or ongoing, during the reporting period; activities planned for the coming period; problems encountered and actions to remedy them; overall status, including a tabulation of percentage complete by task; updated project schedule; minutes of study meetings and copies of monthly correspondence.
- C) Record Keeping and File Management - Maintain all records and files related to the project throughout the duration of the services.
- D) Correspondence – Prepare written materials, letters, and survey forms used to solicit information or collect data for the project and submit them to the AUTHORITY for review and approval prior to its use or distribution. Copies of outgoing correspondence and incoming correspondence will be provided to the AUTHORITY on a continuing basis, but not less than once a month.
- E) QC/QA – GEC will implement the following process:
 - Self-Review (QC) – to be performed by all team members for their responsible part of the project.
 - Peer Review (QC) – All team members utilize peers of the same discipline and expertise to review the team member’s assigned task; peer review is also documented on the self-review checklists.
 - Technical Review (QA) – The technical review is performed by Independent Reviewers and/or GEC’s QA Technical Review Team (TRT) two weeks prior to review submittals.
 - Team Review – All comment resolution issues will be documented at each Technical Team Review / submittal, starting at the level of review that the comment(s) was generated, and if required escalated to the TRT for their resolution and final determination to the PM.

This work authorization does not include environmental documentation or construction plan documents for the Old Alice Ramp if deemed feasible or the SH 48 crossing.

EXHIBIT C

Schedule of Work

The GEC will diligently pursue the completion of the Project as defined by the major milestones and deliverable due dates listed below.

The GEC will inform the Authority (in reasonable advance of the delay) should the GEC encounter delays that would prevent the performance of all work in accordance with the established schedule(s) of work.

NOTICE TO PROCEED (NTP) -- Upon Execution

NTP 1:

Old Alice Ramp Geometrics Initial	4 Weeks from NTP
SH 48 Crossing Alternatives	4 Weeks from NTP

NTP 2:

Old Alice Ramp Conceptuals and Alternative alignments	6 Weeks from NTP
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NTP 3:

SH 550 Toll Optimization Analysis	8 Weeks from NTP
SH 550 Draft Report	1 Week after Analysis
SH 550 Final Optimization Report	2 Weeks After Review

Work Order Complete – **July 31, 2026**

PROJECT: NTP 1 - Old Alice Ramp Alternatives/Alignments - SH 48 Crossing Alternatives - Project Management and Coordination
CLIENT: CCRMA
CONTRACT: GEC 2024 Contract
CSJ:
COUNTY: Cameron
RRP JOB NO.: TX2434 WA9

09/22/25

EXHIBIT D -- FEE ESTIMATE

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION	FIRM	SERVICE	MAN-HOURS											ESTIMATED FEE	TOTALS
					Project Manager	Env Planner Senior	Env Planner IV	Engineer (Senior)	Engineer (Project)	Engineer (Design)	Engineer-in Training II	CADD Operator Senior	CADD Operator Junior	Admin/ Clerical	TOTAL HRS		
	110	ROUTE AND DESIGN STUDIES															
		Alternatives - Exit Ramp to Old Alice Road	RRP	BASIC											0	\$0.00	
		Data Collection (LiDAR, Existing Alignments, ROW, etc.)	RRP	BASIC	1			5	20		40	10			76	\$9,833.90	
		Develop Exit Ramp Alternatives/Alignments	RRP	BASIC	2			8	20	40	40	10			120	\$16,247.80	
		Alternatives - SH 48 Crossing	RRP	BASIC											0	\$0.00	
		Data Collection (LiDAR, Existing Alignments, ROW, etc.)	RRP	BASIC	1			1	2		8	8			20	\$2,530.56	
		Develop Crossing Alternatives	RRP	BASIC	1			4	4	8	4	8			29	\$4,236.66	
		Alternative Layouts	RRP	BASIC	1			4	4	4		24			37	\$5,012.38	
		Preliminary Cost Estimates	RRP	BASIC	1			2	2	4	4				13	\$2,030.84	
		Technical Memo for Alternatives	RRP	BASIC	2			4	12	8	8			4	38	\$5,579.52	
		Stakeholder Coordination	RRP	BASIC	8			8	8					6	30	\$5,824.88	
		Sub Total (110 - ROUTE AND DESIGN STUDIES)			17	0	0	36	72	64	104	60	0	10	363		\$51,296.54
	145	Project Management & Coordination															
		Project Manager (Proj Coord)	RRP	BASIC	8										8	\$2,188.00	
		Project Coordination Meetings (Monthly Reports)	RRP	BASIC	4			4						8	16	\$2,670.96	
		Prepare Proj. Meetings Notes	RRP	BASIC	4			4						8	16	\$2,670.96	
		Sub Total (145 - Project Management & Coordination)			16	0	0	8	0	0	0	0	0	16	40		\$7,529.92
		Sub Total (163 - 145)			16	0	0	8	0	0	0	0	0	16	40	\$7,529.92	\$58,826.46
		LABOR TOTALS															\$58,826.46
		Total Hours	MULTIPLIER		16	0	0	8	0	0	0	0	0	16	40		
		CONTRACT RATES: (\$/MAN-HOUR)	2.464		273.50	152.77	135.52	246.40	152.77	135.03	104.72	108.42	68.99	73.92			
		BASE RATES: (\$/MAN-HOUR)			111.00	62.00	55.00	100.00	62.00	54.80	42.50	44.00	28.00	30.00			
	160	NON LABOR															
		Travel - Mileage to Project Site (Initial Investigation, Plan Development Meeting, Pre-Bid Meeting and CM Trips)	RRP	SPECIAL	Mileage per trip =		100	Trips =		2		Milage Rate (\$/mi.)=		\$ 0.700		\$140.00	
		Sub Total (F.C. 160)															\$140.00
		PROJECT TOTAL															\$58,966.46

PROJECT: NTP 2 - Old Alice Ramp Layouts and Details
CLIENT: CCRMA
CONTRACT: GEC 2024 Contract
CSJ:
COUNTY: Cameron
RRP JOB NO.: TX2434 WA9

09/22/25

EXHIBIT D -- FEE ESTIMATE

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION	FIRM	SERVICE	MAN-HOURS											ESTIMATED FEE	TOTALS
					Project Manager	Env Planner Senior	Env Planner IV	Engineer (Senior)	Engineer (Project)	Engineer (Design)	Engineer-in Training II	CADD Operator Senior	CADD Operator Junior	Admin/ Clerical	TOTAL HRS		
	110	ROUTE AND DESIGN STUDIES															
		Alternatives - Exit Ramp to Old Alice Road	RRP	BASIC											0	\$0.00	
		Alternative Layouts	RRP	BASIC	2			8	20	20		80			130	\$16,947.80	
		Preliminary Cost Estimates	RRP	BASIC	2			8	10	20	20				60	\$8,840.90	
		Technical Memo for Alternatives	RRP	BASIC	4			8	32	20	20			10	94	\$13,488.04	
		Stakeholder Coordination	RRP	BASIC	4			4	4					4	16	\$2,986.36	
		Sub Total (110 - ROUTE AND DESIGN STUDIES)			12	0	0	28	66	60	40	80	0	14	300		\$42,263.10
		LABOR TOTALS															\$42,263.10
		Total Hours	MULTIPLIER		0	0	0	0	0	0	0	0	0	0	0		
		CONTRACT RATES: (\$/MAN-HOUR)	2.464		273.50	152.77	135.52	246.40	152.77	135.03	104.72	108.42	68.99	73.92			
		BASE RATES: (\$/MAN-HOUR)			111.00	62.00	55.00	100.00	62.00	54.80	42.50	44.00	28.00	30.00			
	160	NON LABOR															
		Travel - Mileage to Project Site (Initial Investigation, Plan Development Meeting, Pre-Bid Meeting and CM Trips)	RRP	SPECIAL	Mileage per trip = 0		Trips = 0					Milage Rate (\$/mi.)= \$ 0.700				\$0.00	
		Sub Total (F.C. 160)															\$0.00
		PROJECT TOTAL															\$42,263.10

PROJECT: NNTP 3 - Toll Optimization Study
CLIENT: CCRMA
CONTRACT: GEC 2024 Contract
CSJ:
COUNTY: Cameron
RRP JOB NO.: TX2434 WA9

09/22/25

EXHIBIT D -- FEE ESTIMATE

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION	FIRM	SERVICE	MAN-HOURS											ESTIMATED FEE	TOTALS
					Project Manager	Env Planner Senior	Env Planner IV	Engineer (Senior)	Engineer (Project)	Engineer (Design)	Engineer-in Training II	CADD Operator Senior	CADD Operator Junior	Admin/ Clerical	TOTAL HRS		
	102	Traffic															
		Toll Optimization Study	C&M	SPECIAL											0	\$89,312.00	
		Sub Coordination/Review	RRP	BASIC	8			12	12	6				8	46	\$8,379.58	
		Sub Total (102 - Traffic)			8	0	0	12	12	6	0	0	0	8	46		
		LABOR TOTALS															\$97,691.58
		Total Hours	MULTIPLIER		0	0	0	0	0	0	0	0	0	0	0		
		CONTRACT RATES: (\$/MAN-HOUR)	2.464		273.50	152.77	135.52	246.40	152.77	135.03	104.72	108.42	68.99	73.92			
		BASE RATES: (\$/MAN-HOUR)			111.00	62.00	55.00	100.00	62.00	54.80	42.50	44.00	28.00	30.00			
	160	NON LABOR															
		Travel - Mileage to Project Site (Initial Investigation, Plan Development Meeting, Pre-Bid Meeting and CM Trips)	RRP	SPECIAL	Mileage per trip = 0			Trips = 0				Milage Rate (\$/mi.)= \$ 0.700				\$0.00	
		Sub Total (F.C. 160)															
		PROJECT TOTAL															\$97,691.58



EXHIBIT D
Cost Proposal

Task Description		Principal - QA/QC	Project Manager	Sr. Transportation Modeler	Transportation Modeler	GIS Operator	Technical Writer	Total	Budget by Task
1	Project Management/Mobilization	8	25					33	\$9,402
2	Existing Data Analysis	4	16	36	56			112	\$16,084
3	Travel Demand Modeling		24	70	122	40		256	\$31,716
4	Traffic and Revenue Forecast		8	40	80		8	136	\$16,272
5	IAJR [Traffic Analysis]								\$0
6	IAJR [Safety Analysis]								\$0
7	Documentation	2	8	32	44		48	134	\$15,838
Total Hours		14	81	178	302	40	56	671	
Hourly Loaded Rate		\$319	\$274	\$134	\$100	\$89	\$90		
Sub-Total Labor		\$4,466	\$22,194	\$23,852	\$30,200	\$3,560	\$5,040		\$89,312
Direct Expenses*									
Sub-Total Direct Cost									\$0
Total Budget									\$89,312

**2-P CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NO. 10
WITH R.R.P. CONSULTING ENGINEERS, L.L.C. FOR THE SOUTH PARALLEL
CORRIDOR PHASE III PROJECT.**

WORK AUTHORIZATION NO. 10

This Work Authorization is made as of this 25th day of September, 2025, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING CIVIL ENGINEERING SERVICES, dated as of October 31, 2024 (the "Agreement"), between the Cameron County Regional Mobility Authority ("Authority") and R.R.P. Consulting Engineers, L.L.C. ("GEC"). This Work Authorization amends and restates Work Authorization No. 41¹, which was established under the AGREEMENT FOR GENERAL CONSULTING CIVIL ENGINEERING SERVICES, dated as of May 10, 2018 (the "Prior Agreement"), between the Authority and another engineering company that divested a portion of its assets to GEC. The terms and conditions of the Agreement shall supersede and control in the event of any conflict between the Agreement and the Prior Agreement.

This Work Authorization is made for the following purpose, consistent with the Services defined in the Agreement: *Advance Project Development (APD) and Plans, Specifications and Estimate (PS&E) for a new location roadway consisting of a 2-lanes rural cross section within a 120 ft ROW. This portion of the project is considered Phase III of the South Parallel Corridor project.*

Section A. - Scope of Services

A.1. GEC shall perform the following Services:

GEC shall perform the Services as listed in Exhibit B and as requested by the Authority.

Section B. - Schedule

GEC shall perform the Services and deliver the related Documents (if any) according to the following schedule as shown on Exhibit C.

Section C. – Compensation

- C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed \$101,554.00, based on the attached estimate shown on Exhibit D. Compensation shall be in accordance with the Agreement.
- C.2. The Authority shall pay the GEC under the following acceptable payment method – Lump Sum Payment Method.
- C.3. Compensation for Additional Services (if any) shall be paid by the Authority to the GEC according to the terms of a future Work Authorization.

Section D. - Authority's Responsibilities

The Authority shall perform and/or provide the services as stated in Exhibit A in a timely manner so as not to delay the Services of the GEC. Unless otherwise provided in this Work Authorization, the Authority shall bear all costs incident to compliance.

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Work Authorization. – None.

-SIGNATURES ON NEXT PAGE-

¹ This includes any and all supplemental work authorizations issued under Work Authorization No. 41.

Except to the extent expressly modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

Authority: Cameron County Regional Mobility
Authority

GEC: R.R.P. Consulting Engineers, L.L.C.

By: Frank Parker, Jr.

By: Ahmed Abd-El-Meguid, PhD, PE

Signature: 

Signature: Ahmed Abd-EL-Meguid, PhD, PE

Title: Chairman

Title: Vice President

Date: 09/25/2025

Date: 9/26/2025

LIST OF EXHIBITS

- Exhibit A - Authority's Responsibilities
- Exhibit B - Services to be Provided by GEC
- Exhibit C - Work Schedule
- Exhibit D - Cost Proposal

EXHIBIT A

Authority's Responsibilities

The following provides an outline of the services to be provided by the Authority in the development of the Project for this work authorization.

GENERAL

The Authority will provide to the Engineer the following:

- (1) Payment for work performed by the Engineer and accepted by Authority in accordance with this Agreement.
- (2) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the Engineer cannot easily obtain.
- (3) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain an agreed-upon work schedule.
- (4) All schematics, environmental studies, as-built plans, traffic studies, and any other available work already performed for Cameron County on the South Parallel Corridor with respect to any of the 3 Phases.
- (5) Provide advertising and postage cost for all Public meetings as applicable.
- (6) Provide hard copy and digital copy of previously completed work property ownership digital mapping, survey ground control and public utility information as required to complete the task.
- (7) Provide any design plans currently prepared in hard copy along with MicroStation files.
- (8) Right-of-entry coordination.
- (9) Provide any available example PS&E and standard detail drawings from a recent joint-bid project involving MHWSC and TxDOT for use in further evaluation and selection of applicable standards.

EXHIBIT B

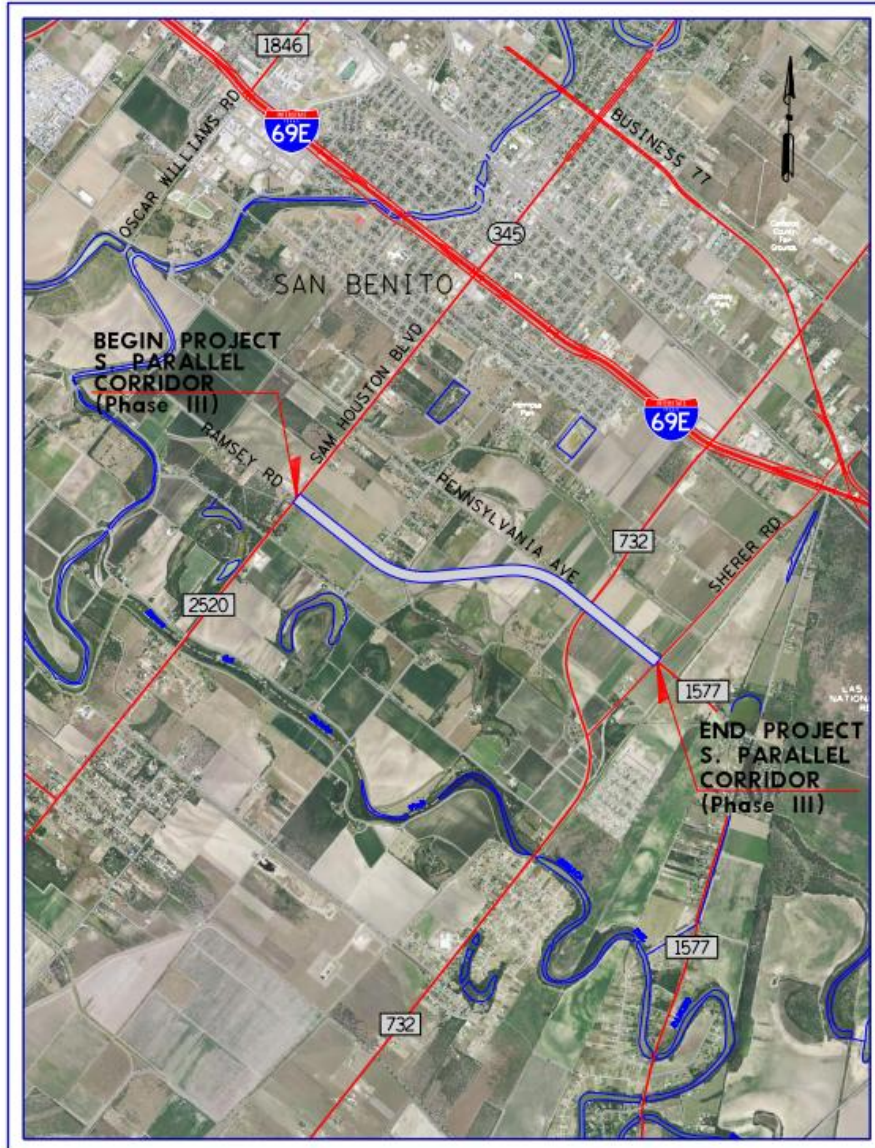
SERVICES TO BE PROVIDED BY THE GEC/Engineer

County: Cameron
Project: South Parallel Corridor Phase III
Limits: From: FM 2520 To: FM 1577
CSJ: 0921-06-257

Project Overview:

The project consists of Advance Project Development (APD) and Plans, Specifications and Estimate (PS&E) for a new location roadway consisting of a 2-lanes rural cross section within a 120 ft ROW. This portion of the project is considered Phase III of the South Parallel Corridor project. The limits identified above will complete the South Parallel Corridor project.

These limits are illustrated below:



Right-Of-Way & Utilities

Utility Coordination (Military Highway Water Supply Corporation). The Engineer shall coordinate and attend meetings periodically with Military Highway Water Supply Corporation (MHWSC) to discuss utility relocation with respect to the proposed roadway design.

Utility Adjustments (Evaluate As-Built).

The Engineer shall perform the following duties:

1. Use facility in-field locations as provided by MHWSC to identify and evaluate all utility conflicts on the plans showing conflicts with the proposed South Parallel Corridor Phase III (SPC III) roadway improvements as as-built data may be limited. The Engineer shall forward these layouts to the Authority and the utility companies.
2. Develop a preliminary relocation plan for MHWSC to ensure their review and concurrence with the proposed relocation plan, they shall forward their recommendation for approval to the Authority.

Plans, Specifications, and Estimates (PS&E)

ROADWAY DESIGN AND FINAL ALIGNMENTS

Typical Sections. The Engineer shall evaluate the proposed typical sections with respect to Military Highway Water Supply (MHWSC) existing facilities within the proposed right-of-way (ROW) to determine required relocation plan.

Cross Sections. Cross sections shall be evaluated with respect to MHWSC existing and proposed facilities and created from the 3D corridor model. The Engineer shall ensure minimum design clearances for the proposed facilities including but not limited to water lines, gate valves, water meters, fire hydrants, etc.

Utility Layouts (Update). The Engineer shall update the utility layouts to include MHWSC existing facilities including but not limited to water lines, gate valves, water meters, fire hydrants, etc.

Utility Layouts (MHWSC Water Line). The Engineer shall prepare utility layouts for the relocation and adjustment of MHWSC facilities' proposed improvements within the proposed ROW. The drawings will provide an overall view of the roadway and proposed MHWSC facilities within the project limits. The Authority and MHWSC will approve a series of 90% and 100% proposed utility layouts before the Engineer finalizes and incorporates them into the 100% SPC III PS&E submittal.

Utility Details (MHWSC). The Engineer shall include MHWSC provided standard details and prepare any miscellaneous utility details for construction / design clarification to be included in the plan set.

Traffic Control Plan. The Engineer shall modify project sequencing and traffic control plan sheets if required for the installation of MHWSC proposed facilities.

Cost Estimate. The Engineer shall independently develop and report quantities necessary to construct the MHWSC proposed facilities in standard Authority bid format at the specified milestones and Final PS&E submittals. The Engineer shall prepare the construction cost estimate using Excel or any approved method. The estimate shall be provided at each milestone submittal in the standard TxDOT-LG format at the 90% and 100% PS&E submittals per Authority's requirement.

Bid Package (Update). The Engineer shall update all necessary bid package documents including but not limited to General Notes, Contract Time Determination Schedule, Specifications and Estimate, etc.

Subsurface Utility Engineering (SUE) – MHWSC

1. Utility Engineering Investigation

Utility Engineering Investigation (Subsurface Utility Engineering) includes utility investigations subsurface and above ground prepared in accordance with AASHTO standards and Utility Quality Levels as follows:

a) Utility Quality Levels are defined in cumulative order (least to greatest) as follows:

- 1) Quality Level D - Existing Records: Utilities are plotted from review of available existing records.
- 2) Quality Level C - Surface Visible Feature Survey: Quality level "D" information from existing records is correlated with surveyed surface-visible features. Includes Quality Level D information. If there are variances in the designated work area of Level D then a new schematic or plan layout, if needed, is required showing the limits of the proposed project and limits of the work area required for this work authorization; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included down existing intersecting roadways.
- 3) Quality Level B - Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. Incorporates quality levels C and D information to produce Quality Level B. If there are variances in the designated work area of Level D then a new schematic or plan layout, if needed, is required showing the limits of the proposed project and limits of the work area required for this work authorization; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included down existing intersecting roadways.
- 4) Quality Level A - Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility/environment data. Incorporates quality levels B, C and D information to produce Quality Level A.

b) Designate (Quality Level D) – **OMITTED**

c) Designate (Quality Level C) – **OMITTED**

d) Designate (Quality Level B) – **OMITTED**

e) Subsurface Utility Locate (Test Hole) Service (Quality Level A), Locate means to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B, C, and D.

1) The Engineer shall:

- (a) Review as-built data as provided by MHWSC to determine the location of existing facilities and sleeves within the project limits.
- (b) Coordinate with utility owner inspectors as may be required by law or utility owner policy.
- (c) Measure and record the following data on an appropriately formatted test hole data sheet that has been sealed and dated by the Engineer:
 - (1) Elevation of top and/or bottom of utility tied to the datum of the furnished plan.

- (2) Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 15mm (.591 inches) of utilized benchmarks.
- (3) Elevation of existing grade over utility at test hole location.
- (4) Horizontal location referenced to project coordinate datum.
- (5) Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
- (6) Utility facility material(s).
- (7) Utility facility condition.
- (8) Pavement thickness and type.
- (9) Coating/Wrapping information and condition.
- (10) Unusual circumstances or field conditions.
 - (a) Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features. Water excavation can only be utilized with written approval from the appropriate utility facility owner.
 - (b) Be responsible for any damage to the utility during the locating process. In the event of damage, the Engineer shall stop work, notify the appropriate utility facility owner, the Authority and appropriate regulatory agencies. The regulatory agencies include but are not limited to the Railroad Commission of Texas and the Texas Commission on Environmental Quality. The Engineer will not resume work until the utility facility owner has determined the corrective action to be taken. The Engineer shall be liable for all costs involved in the repair or replacement of the utility facility.
 - (c) Back fill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material. The Engineer shall be responsible for the integrity of the backfill and surface restoration for a period of three years. Install a marker ribbon throughout the backfill.
 - (d) Furnish and install a permanent above ground marker (as specified by the utility facility owner), directly above the center line of the utility facility.
 - (e) Provide complete restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not appropriately restored, the Engineer shall return to correct the condition at no extra charge to the State/Authority.
 - (f) Plot utility location position information to scale and provide a comprehensive utility plan sign and sealed by the responsible Engineer. This information will be provided in the latest version of MicroStation, GeoPak or OpenRoads format used by the Authority. The electronic file will be delivered on USB. When requested by the Authority, the Locate information must be overlaid on the Authority's design plans.
 - (g) Return plans, profiles, and test hole data sheets to the Authority. If requested, conduct a review of the findings with the Authority.
 - (e) Close-out permits as required.

PROJECT MANAGEMENT

- A. The Engineer will continue to coordinate with AUTHORITY staff, local municipal agencies, and MHWSC.
- B. The Engineer will develop geometric and design criteria to establish uniform practices to be followed. Assemble existing TxDOT standard plans and prepare supplemental details for use as

standard or guide plans for pavement, drainage, structures, traffic interchange facilities, traffic control, and other necessary appurtenances, all subject to the approval of the Authority.

- C. The Engineer will provide the Authority with monthly reports of progress and a summary of key decisions that have been made or need to be made.
- D. OMITTED
- E. Professional engineers' seals shall conform to the guidelines and regulations adopted by the Texas Board of Professional Engineers.

EXHIBIT C

Schedule of Work

The GEC will diligently pursue the completion of the Project as defined by the major milestones and deliverables listed in Exhibit B and as listed below.

The GEC will inform the Authority (in reasonable advance of the delay) should the GEC encounter delays that would prevent the performance of all work in accordance with the established schedule(s) of work.

NOTICE TO PROCEED (NTP) -- Upon Execution

Field Investigation (Survey Data)	2 Weeks from NTP
90% Utility Layouts	6 Weeks from NTP
100% Utility Layouts	10 Weeks from NTP
Incorporate into final SPC III PS&E Package	12 Weeks from NTP
 Work Order Complete	 16 Weeks from NTP

PROJECT: South Parallel Corridor Phase III
 CLIENT: CCRMA
 CONTRACT: GEC 2024 Contract
 CSJ:
 COUNTY: Cameron
 RRP JOB NO.: TX2434 WA10

09/18/25

EXHIBIT D -- FEE ESTIMATE

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION	FIRM	SERVICE	MAN-HOURS											ESTIMATED FEE	TOTALS
					Project Manager	Env Planner Senior	Env Planner IV	Engineer (Senior)	Engineer (Project)	Engineer (Design)	Engineer-in Training II	CADD Operator Senior	CADD Operator Junior	Admin/ Clerical	TOTAL HRS		
	130	RIGHT-OF-WAY DATA															
		Utility Coordination (MHWSC)	RRP	BASIC	2					8	8	16			34	\$4,199.72	
		Utility Adjustments (Evaluate As-Builts)	RRP	BASIC	2					16	40	16			74	\$8,631.00	
		Sub Total (130 - RIGHT-OF-WAY DATA)			4	0	0	0	0	24	48	32	0	0	108		\$12,830.72
	163	PLANS, SPECIFICATIONS & ESTIMATE (PS&E)															
		Typical Sections (Evaluate & Optimize)	RRP	BASIC	2				2	8	10	10			32	\$4,064.18	
		Cross Sections (Evaluate & Optimize)	RRP	BASIC	2				2	8	10	40			62	\$7,316.78	
		Utility Layouts (Update)	RRP	BASIC	4				4	8	10	40			66	\$8,169.32	
		Utility Layouts (MHWSC Water Line)	RRP	BASIC	4				4	32	80	140			260	\$29,582.44	
		Utility Details (MHWSC)	RRP	BASIC	2				2	8	10	40			62	\$7,316.78	
		Traffic Control Plan	RRP	BASIC	4				4	8	10	20			46	\$6,000.92	
		Cost Estimate (MHWSC)	RRP	BASIC	2				2	8	16				28	\$3,608.30	
		Bid Package (Update)	RRP	BASIC	4				4	10	20				38	\$5,149.78	
		SUE - MHWSC	R.O.W.	SPECIAL											0	\$1,500.00	
		SUE - MHWSC (Sub Coordination)	RRP	BASIC	1										1	\$273.50	
		Sub Total (163 - PLANS, SPECIFICATIONS & ESTIMATE (PS&E))			25	0	0	0	24	90	166	290	0	0	595		\$72,982.00
	145	GENERAL COORDINATION															
		Project Manager (Proj Coord) (1 hr/wk)	RRP	BASIC	16										16	\$4,376.00	
		Utility Meeting updates weekly - 16 weeks	RRP	BASIC	16				16		16				48	\$8,495.84	
		Project Secretary /CLERICAL (2 hrs/week)	RRP	BASIC										32	32	\$2,365.44	
		Sub Total (145 - GENERAL COORDINATION)			32	0	0	0	16	0	16	0	0	32	96		\$15,237.28
		Sub Total (163 - 145)			61	0	0	0	40	114	230	322	0	32	799	\$99,550.00	\$101,050.00
		LABOR TOTALS															
		Total Hours	MULTIPLIER		61	0	0	0	40	114	230	322	0	32	799		\$101,050.00
		CONTRACT RATES: (\$/MAN-HOUR)	2.464		273.50	152.77	135.52	246.40	152.77	135.03	104.72	108.42	68.99	73.92			
		BASE RATES: (\$/MAN-HOUR)			111.00	62.00	55.00	100.00	62.00	54.80	42.50	44.00	28.00	30.00			
	160	NON LABOR															
		In-Person Project Meetings (Engineering / Utilities)	RRP	SPECIAL												\$0.00	
		Travel - Mileage	RRP	SPECIAL	Mileage per trip =		120	Trips =		6		Mileage Rate (\$/mi.)=		\$ 0.700		\$504.00	
		Sub Total (F.C. 160)															\$504.00
		PROJECT TOTAL															\$101,554.00

9/18/2025

**Exhibit D
BUDGET- LUMP SUM RATE BASIS OF PAYMENT**

	A	B	C	D	E	F	G	H	I	J
1	Project: South Parallel Corridor Phase III; MHWS Data Collection	<u>R.O.W. Surveying Services, LLC</u>								
2	County: Cameron County, Texas									
3	Number of Locations: 15									
4	Facilities: Military Highway Water Supply Corporation (MHWS)									
5	Description of Work: Collection of Vertical Data									
6										
7	TASK AND DESCRIPTION	Survey		Survey	4-man	3-man	2-man	Admin/	Total	Cost
8	Vertical Data Collection	PM	RPLS	Technician	Survey Crew	Survey Crew	Survey Crew	Clerical	Hours	
9	HOURLY RATE	\$123.00	\$125.00	\$74.00	\$210.00	\$155.00	\$130.00	\$51.00	14	
10	Vertical Data Collection									
11	A. Collection of Vertical Data of MHWS Facilities (approx. 15 locations)	1	2	4			6	1	14	\$ 1,500.00
12										\$ -
13	Grand Total	\$1,500.00								

**2-Q CONSIDERATION AND APPROVAL OF THE CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY BUDGET FOR FISCAL YEAR 2025-2026.**

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY



FISCAL YEAR 2026 BUDGET

PETE SEPULVEDA, JR., EXECUTIVE DIRECTOR
VICTOR J. BARRON, CHIEF FINANCIAL OFFICER

**Admin Operations Budget Detail
FY 2026**



Account	Account name	Budget 2025	Budget 2026	Increase/(Decrease) in Dollars
Operating Revenue				
41100	Vehicle registration fees	\$ 3,490,000	\$ 3,590,000	\$ 100,000
41150	Interlocal revenue			
41150	Admin Services	156,000	216,000	60,000
41150	Construction Manager	107,700	107,700	-
41150	ROW Project Coordinator	65,000	65,000	-
41150	Marketing	97,000	97,000	-
44000	Interest income	425,000	475,000	50,000
Total Operating Revenue		4,340,700	4,550,700	210,000
Salaries and Benefits				
51100	Salaries	1,041,084	1,137,484	96,400
51200	Payroll taxes	119,449	128,130	8,681
51300	Retirement	183,780	201,490	17,710
51400	Health insurance	185,925	173,204	(12,721)
51310	Life insurance	2,186	2,512	326
Total Salaries and Benefits		1,532,424	1,642,820	110,396
Administrative and Office Expenses				
60110	Accounting software and services	10,000	75,000	65,000
60120	Advertising and marketing	55,000	60,000	5,000
60121	Audit services	39,000	39,000	-
60123	Board meetings	2,800	3,200	400
60132	Capital Outlay	50,000	125,000	75,000
60126	Computer accessories	12,500	10,000	(2,500)
60191	Computer equipment	-	7,500	7,500
60127	Consulting	175,000	220,000	45,000
60128	Contingency	131,491	108,695	(22,796)
60140	Data processing	40,000	45,000	5,000
60150	Dues and memberships	30,000	40,000	10,000
60160	Education and training	10,000	10,000	-
60161	Fiscal agent fees	37,590	37,590	-
60162	Insurance and surety bonds	2,200	2,200	-
70120	Insurance - building	7,100	13,000	5,900
60166	Interest - line of credit	25,000	-	(25,000)
60206	Internet	12,500	12,500	-
60192	Lease - copier	2,870	2,870	-
60135	Legal expenses	60,000	60,000	-
60165	Maintenance and repairs - building	85,000	85,000	-

**Admin Operations Budget Detail
FY 2026**

Account	Account name	Budget 2025	Budget 2026	Increase/(Decrease) in Dollars
60188	Office furniture	5,000	7,500	2,500
60180	Office supplies	25,000	20,000	(5,000)
60211	Phone System	4,650	4,650	-
60189	Postage	750	750	-
60200	Travel	30,000	35,000	5,000
60168	Trustee fees	15,000	15,000	-
60205	Utilities	17,000	17,000	-
60207	Website maintenance	7,000	7,000	-
Total Administrative and Office Expenses		892,451	1,063,455	171,004
Total Operating Expenses		2,424,875	2,706,275	281,400
Operating Income (Loss)		1,915,825	1,844,425	(71,400)
Non-Operating Revenues (Expenses)				
60185	2017 Refunding 2010A Principal & Interest	(1,205,100)	(1,208,700)	(3,600)
60186	2019 Refunding 2010B Interest	(649,200)	(649,200)	-
60197	2021 VRF Revenue Bond Interest	(111,525)	(111,525)	-
14000	Capital Outlay (Bond Proceeds)	(1,700,000)	(1,225,000)	475,000
30000	2021 Bond Proceeds Reserve	1,700,000	1,225,000	(475,000)
41300	TRZ Revenue	9,000,000	9,000,000	-
70350	TRZ Expense	(9,000,000)	(9,000,000)	-
30000	Reserve	50,000	125,000	75,000
Total Non-Operating Revenues (Expense)		(1,915,825)	(1,844,425)	71,400
Net Increase (Decrease) after Non-Operating Revenues (Expenses)				
		\$ -	\$ -	\$ -

**Toll Operations Budget Detail
FY 2026**



Account	Account name	Budget 2025	Budget 2026	Increase/(Decrease) in Dollars
Operating Revenue				
41240	Pay By Mail	\$ 3,250,000	\$ 3,675,000	\$ 425,000
41248	Fuego	750,000	865,000	115,000
41210	CUSIOP interop	1,295,000	1,350,000	55,000
41150	Interlocal revenue	43,600	43,600	-
44000	Interest revenue	-	75,000	75,000
Total Operating Revenue		5,338,600	6,008,600	670,000
Expenses				
Salaries and Benefits				
51100	Salaries	795,673	944,506	148,833
51200	Payroll taxes	60,869	72,255	11,386
51300	Retirement	93,651	113,624	19,973
51400	Health Insurance	213,378	247,018	33,640
51310	Life Insurance	1,114	1,416	302
Total Salaries and Benefits		1,164,685	1,378,819	214,134
Transaction processing costs				
60176	HUB interop collection fees	120,000	80,000	(40,000)
60179	PBM court collections	10,000	10,000	-
60189	Postage	5,000	6,000	1,000
70146	HCTRA Back office	360,000	360,000	-
70130	Toll operational support	100,000	75,000	(25,000)
Total transaction processing costs		595,000	531,000	(64,000)
Roadside maintenance				
60170	Facility landscaping and maintenance	250,000	300,000	50,000
60194	Rental - maintenance equipment	12,000	12,000	-
60195	Rental - storage unit	10,000	10,000	-
60196	Shipping charges	2,500	2,500	-
60210	Utilities - electricity SH550	33,000	34,500	1,500
70120	Property/Workmans Comp insurance	93,600	125,000	31,400
70125	Vehicle maintenance	15,000	15,000	-
70140	Toll system maintenance and monitoring	300,000	300,000	-
Total roadside maintenance		716,100	799,000	82,900

**Toll Operations Budget Detail
FY 2026**

Account	Account name	Budget 2025	Budget 2026	Increase/(Decrease) in Dollars
CSC Indirect/overhead				
60120	Advertising and marketing	250,000	300,000	50,000
60132	Capital Outlay	75,000	150,000	75,000
60126	Computer accessories	15,000	15,000	-
60135	Legal expense	35,000	35,000	-
60150	Dues & memberships	12,000	12,000	-
60160	Education and training	10,000	10,000	-
60161	Fiscal agent fees	5,200	5,200	-
60165	Maintenance & repairs	125,000	125,000	-
60180	Office supplies	30,000	20,000	(10,000)
60188	Office furniture	10,000	5,000	(5,000)
60191	Computer equipment	12,500	12,500	-
60200	Travel	50,000	50,000	-
60206	Internet/ Phones	26,292	26,292	-
60205	Utilities - Toll office	15,000	15,000	-
60128	Contingency	446,042	675,824	229,782
Total CSC Indirect/overhead		1,117,034	1,456,816	339,782
Total Operating Expenses		3,592,819	4,165,635	572,816
Operating Income (Loss)		1,745,781	1,842,965	97,184
Non-Operating Revenues (Expenses)				
42150	Pass through revenue agreement	1,385,000	1,385,000	-
60181	2014 CO Toll Revenue Bonds Principal & Inter	(294,531)	-	294,531
60183	2015 CO Toll Revenue Bonds Interest	(309,588)	(309,113)	475
60184	2016 Toll Refund Bonds Principal & Interest	(649,700)	(649,700)	-
60187	2020 Toll Refund Bonds Principal & Interest	(1,725,462)	(1,854,402)	(128,940)
60198	2024 Toll Refund Bonds Principal & Interest	(151,500)	(414,750)	(263,250)
Total Non-Operating Revenues (Expenses)		(1,745,781)	(1,842,965)	(97,184)
Net Increase (Decrease) after Non-Operating Revenues (Expenses)				
		\$ -	\$ -	\$ (0)