

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 20-048

**APPROVING AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT WITH
THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE
HIGHWAY EMERGENCY RESPONSE OPERATION (HERO) PROGRAM**

WHEREAS, by Resolution No. 17-064, dated December 13, 2017, the Board of Directors approved an interlocal agreement with the Texas Department of Transportation (TxDOT) for the administration the Highway Emergency Responders Operators (HERO) program to assist first responders with traffic incidents, clear large debris from the roadway, and provide free roadside assistance to stranded motorists in Central Texas including Mobility Authority facilities; and

WHEREAS, the interlocal agreement with TxDOT for HERO services currently expires on August 31, 2020; and

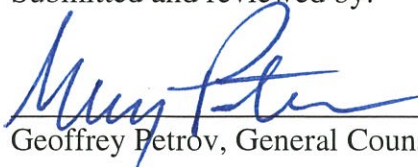
WHEREAS, the TxDOT has proposed Amendment No. 1 to the interlocal agreement in an amount not to exceed \$1,741,457.27 to cover HERO services on Mobility Authority facilities including 183A, Manor Expressway, MoPac Expressway, and 71 Express through August 31, 2023 on an as-needed basis; and

WHEREAS, the Executive Director recommends that the Board of Directors approve Amendment No. 1 to the interlocal agreement with TxDOT for HERO services on Mobility Authority facilities in an amount not to exceed \$1,741,457.27 and in the form or substantially the same form as is attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that proposed Amendment No. 1 to the interlocal agreement with TxDOT for HERO services is hereby approved in an amount to not exceed \$1,741,457.27 and the Executive Director is authorized and directed to execute the interlocal agreement in the form or substantially the same form as is attached hereto as Exhibit A.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of August 2020.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



Robert W. Jenkins, Jr.
Chairman, Board of Directors

Exhibit A

STATE OF TEXAS §

COUNTY OF TRAVIS §

AMENDMENT TO INTERLOCAL CONTRACT

Amendment Number 1

THIS INTERLOCAL AMENDMENT is made by and between the State of Texas acting by and through the Texas Department of Transportation, (TxDOT), and Central Texas Regional Mobility Authority (CTRMA) (Local Government) shall become effective when fully executed by both parties.

BACKGROUND

TxDOT and the Local Government executed a contract on February 4, 2018 to allow CTRMA to contribute to the costs TxDOT incurs when providing the Safety Service Patrol (SSP) services a.k.a Emergency Response Operator. (HERO)

It is mutually understood and agreed by and between the undersigned contracting parties to the above numbered Interlocal Contract to amend the contract as follows:

AGREEMENT

I. Description of Amended Items

A. Article IV. CONTRACT PAYMENT is deleted in its entirety and replaced with the following:

Article IV. Contract Payment

The total amount of this contract shall not exceed \$3,482,914.54 and shall conform to the provisions of Attachment B, Budget. Payments shall be billed monthly.

Contract Payment is increased by \$1,741,457.27 from \$1,741,457.27 to \$3,482,914.54.

B. Article V. Term of Contract: The termination date is extended from August 31, 2020 to August 31, 2023. This contract shall become effective on the date of final execution by both parties and terminates on August 31, 2023 or when otherwise terminated as provided in this Agreement.

C. Attachment A. Scope of Services is deleted in its entirety and replaced with Attachment A-1, which is attached to and made part of this amendment.

D. Attachment B. Estimated Budget is deleted in its entirety and replaced with Attachment B-1, which is attached to and made part of this amendment.

VI. LEGAL AUTHORITY:

THE PARTIES certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

The governing body, by resolution or ordinance, **Attachment D-1**, dated August 26, 2020, has authorized the Local Government to obtain the services described on **Attachment A-1**.

ATTACHMENT A-1

Scope of Services

TxDOT, the Performing Agency, shall provide services for the Local Government Central Texas Regional Mobility Authority (CTRMA) for Fiscal Years Fiscal Year 2018 through Fiscal Year 2023.

Over the past several years, TxDOT Austin District and mobility partners have utilized Safety Service Patrol (SSP) services as an integral part of Traffic Incident Management (TIM). For various reasons, purchase orders for ownership and management of an SSP program called the Highway Emergency Response Operator (HERO) program have transferred to TxDOT from Central Texas Regional Mobility Authority (CTRMA), the regional mobility partner in Austin. As Traffic Management Systems (TMS) technologies and strategies have evolved, HERO has maintained its critical role in keeping roads clear. CTRMA has managed the HERO Patrol Service program since 2010, assisting law enforcement agencies and other emergency and support response agencies with incident management following accidents and facilitating roadway clean-up. This service has covered TxDOT-managed roads in the Austin area including portions of I-35 and US 183. CTRMA's HERO program is terminating on December 3, 2017 with TxDOT initiating a new HERO program as a result of Purchase Order (PO or BPO) 60132000060530. The TxDOT HERO Program for which PO is awarded includes expanded Austin-area highway portions, as specifically set forth in Attachment E – Location Map Showing Projects. The TxDOT HERO Program will continue to use the existing HERO Program phone number, updated blue truck graphics, and operate through existing facilities at the Combined Transportation and Emergency Communications Center (CTECC) in East Austin.

TxDOT shall coordinate with the Local Government to issue a written Notice to Proceed (NTP) for Segment No. 1 roadway for Tx1/Loop1/MOPAC once the Agreement has been executed. Once other roadway segments have been identified, the Local Government will issue the next NTP per each roadway prior to any services being performed by TxDOT. After the NTP is issued, TxDOT will require ramp up time of 60 days in order to get equipment in place to perform the work.

TxDOT's written progress report shall describe activities during the reporting period; and overall status, including a percent complete for the task authorized by each active roadway.

TxDOT shall submit monthly invoices in a format acceptable to the Local Government. Invoices will be paid in accordance with the rates determined on Attachment B Budget, which is attached to this agreement.

TxDOT's vendor is to provide all personnel, supervision, expertise, vehicles, equipment, materials, parts, licenses, supplies and incidentals necessary to provide Highway Emergency Response Operator (HERO) services on the Texas capital region roadways identified in Attachment E – Location Map Showing Projects. The services will minimize traffic congestion and improve highway safety by clearing damaged and disabled vehicles and debris from the Travel Lanes and providing traffic control and scene protection at incidents.

ATTACHMENT B-1

BUDGET

Annual Budget FY 2018, FY 2019, FY 2020, FY 2021, FY 2022, & FY 2023

The Local Government will reimburse TxDOT for the established share of maintenance costs calculated under Table B-1 below as a percentage of the costs incurred by TxDOT to provide HERO services on the Texas capital region roadways. Table B-2 below is the estimated cost for all roadways per year and the contract total for six years.

Table B-1: Cost Sharing Percentage Split for Routine Maintenance

Roadway	Roadways/Segments	North or West Limit	South or East Limit	Miles	Total Estimated Cost	% split	CTRMA Participation Cost
1	TX 1/Loop 1/MoPac (GP and ML)	Pamer Lane	SH 45 South	21.8	\$ 591,315.47	25%	\$ 147,828.87
2	290 East Toll Rd/Manor Expressway RMA	US 183	Joyce Turner Drive in Manor	6.2	\$ 102,981.91	67%	\$ 68,997.88
3	183-A Toll Road RMA	RR 276	Lakeline Mall Drive	10.3	\$ 295,657.73	100%	\$ 295,657.73
4	SH 71 Express Toll Road	US 183 South	SH 130	3.9	\$ 147,828.87	46%	\$ 68,001.28
				42.2	\$ 1,137,783.98		\$ 580,485.76

Table B-2 Cost per year

Roadway	Roadways/Segments	FY 18	FY 19	FY 20
		CTRMA Participation Cost	CTRMA Participation Cost	CTRMA Participation Cost
1	TX 1/Loop 1/MoPac (GP and ML)	\$ 147,828.87	\$ 147,828.87	\$ 147,828.87
2	290 East Toll Rd/Manor Expressway RMA	\$ 68,997.88	\$ 68,997.88	\$ 68,997.88
3	183-A Toll Road RMA	\$ 295,657.73	\$ 295,657.73	\$ 295,657.73
4	SH 71 Express Toll Road	\$ 68,001.28	\$ 68,001.28	\$ 68,001.28
	Total	\$ 580,485.76	\$ 580,485.76	\$ 580,485.76

Roadway	Roadways/Segments	FY 21	FY 22	FY 23	Contract Total
		CTRMA Participation Cost	CTRMA Participation Cost	CTRMA Participation Cost	
1	TX 1/Loop 1/MoPac (GP and ML)	\$ 147,828.87	\$ 147,828.87	\$ 147,828.87	\$ 886,973.21
2	290 East Toll Rd/Manor Expressway RMA	\$ 68,997.88	\$ 68,997.88	\$ 68,997.88	\$ 413,987.28
3	183-A Toll Road RMA	\$ 295,657.73	\$ 295,657.73	\$ 295,657.73	\$ 1,773,946.38
4	SH 71 Express Toll Road	\$ 68,001.28	\$ 68,001.28	\$ 68,001.28	\$ 408,007.68
	Total	\$ 580,485.76	\$ 580,485.76	\$ 580,485.76	\$ 3,482,914.54

ATTACHMENT D-1
Resolution or Ordinance

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 20-049

**APPROVING AN INTERLOCAL AGREEMENT WITH THE TEXAS DEPARTMENT
OF TRANSPORTATION TO CO-LOCATE PERSONNEL FOR THE PURPOSES OF
SERVING PAY-BY-MAIL CUSTOMERS OF BOTH AGENCIES**

WHEREAS, by Resolution No. 16-047, dated July 27, 2016 the Board of Directors approved an interlocal agreement with the Texas Department of Transportation (TxDOT) to co-locate personnel at certain TxTag Customer Service Centers for the purposes of more efficiently serving Pay-By-Mail customers of both agencies; and

WHEREAS, this collaboration with TxDOT has allowed the Mobility Authority to provide walk-up services to 22,000 customers and the collection of \$835,000 in payments; and

WHEREAS, the original interlocal agreement has expired and both agencies wish to continue their co-location arrangement by entering into a new interlocal agreement at no cost to either agency; and

WHEREAS, the Executive Director recommends that the Board of Directors approve a new interlocal agreement with TxDOT for the co-location of personnel at TxTag Customer Service Centers in the form or substantially the same form as is attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves and authorizes the Executive Director to finalize and execute the proposed interlocal agreement with TxDOT for the continued co-location of personnel at TxTag Customer Service Centers in the form or substantially the same form as is attached hereto as Exhibit A.

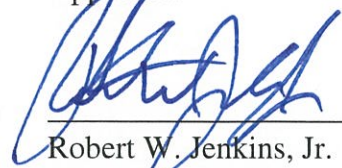
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of August 2020.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



Robert W. Jenkins, Jr.
Chairman, Board of Directors

Exhibit A

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791.

I. CONTRACTING PARTIES:

The Texas Department of Transportation TxDOT
Central Texas Regional Mobility Authority Local Government

II. PURPOSE: To better serve the public, the Texas Department of Transportation desires to share office space with the Local Government at locations managed by TxDOT.

III. STATEMENT OF SERVICES TO BE PERFORMED: TxDOT and the Local Government will undertake and carry out services described in **Attachment A**, Scope of Services.

IV. CONTRACT PAYMENT: The total amount of this contract shall not exceed **\$0.00** and shall conform to the provisions of **Attachment B**, Budget. Payments shall be billed monthly.

V. TERM OF CONTRACT: This contract begins when fully executed by both parties and terminates on **August 01, 2022** or when otherwise terminated as provided in this Agreement.

VI. LEGAL AUTHORITY:
THE PARTIES certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

The governing body, by resolution or ordinance, dated _____ has authorized Local Government to obtain and perform the services described in **Attachment A**.

This contract incorporates the provisions of **Attachment A**, Scope of Services, **Attachment B**, Budget, **Attachment C**, General Terms and Conditions and **Attachment D**, Resolution or Ordinance and Attachment E, Location Maps Showing Project

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By _____ Date _____
 AUTHORIZED SIGNATURE
Mike Heiligenstein
 TYPED OR PRINTED NAME AND TITLE
Title Executive Director

FOR THE STATE OF TEXAS
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
Kenneth Stewart
Director of Contract Services

ATTACHMENT A

Scope of Services

- I. This agreement will provide improved customer service to TxTag customers with the convenience of having two toll entities with two respective back-office systems, in one location. TxDOT shall house employees and equipment of the Local Government at locations managed by TxDOT to provide customer service to customers with inquiries on Local Government back-office system.
- II. Local Government will be responding to billing issues and any and all inquiries with their own equipment and back-office system.
- III. Local Government shall operate during the same hours of operations as TxDOT for any and all locations.
- IV. TxDOT reserves the right to add or delete locations under this contract. TxDOT will coordinate with the Local Government for locations to be added. TxDOT will provide ten business days written notice to the Local Government for locations to be deleted.
- V. Local Government employee(s) will not be granted access to or use any TxDOT equipment or back-office system. TxDOT employee(s) will not be granted access to or use any Local Government equipment or Local Government back-office system.

ATTACHMENT B

Budget

No funds shall be exchanged under this agreement.

ATTACHMENT C

General Terms and Conditions

Article 1. Amendments

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

Article 2. Conflicts Between Agreements

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

Article 3. Disputes

TxDOT shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services.

Article 4. Ownership of Equipment

Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by TxDOT under this contract shall be owned by TxDOT.

Article 5. Termination

This contract terminates at the end of the contract term, when all services and obligations contained in this contract have been satisfactorily completed, by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first.

Article 6. Gratuities

Any person who is doing business with or who reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT.

Article 7. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Article 8. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

Article 9. State Auditor's Provision

The state auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 10. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Article 11. Notices

All notices to either party shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government::	Director of Operations Central Texas Regional Mobility Authority 3300 North Interstate 35 Frontage Road #300 Austin, Texas 78705
TxDOT:	Texas Department of Transportation Director of Contract Services 125 East 11th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

ATTACHMENT D

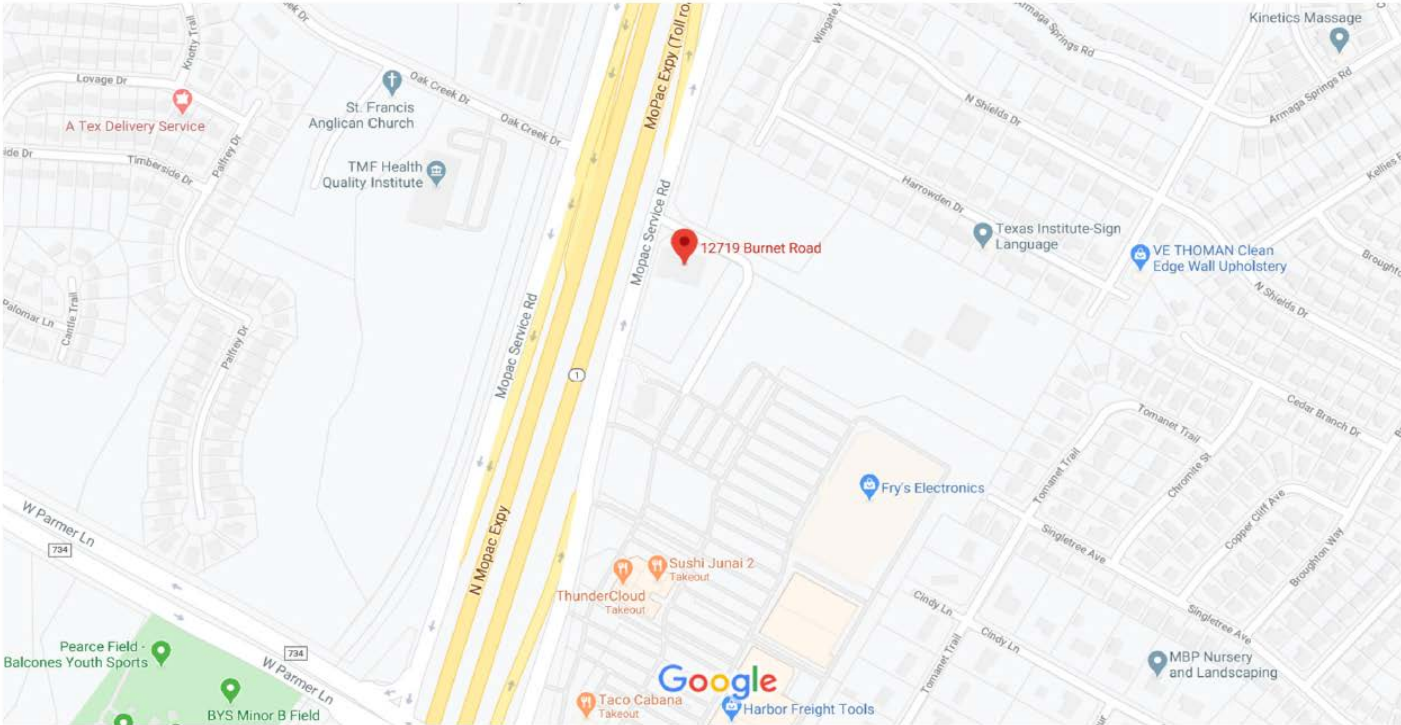
Resolution or Ordinance

Attachment E

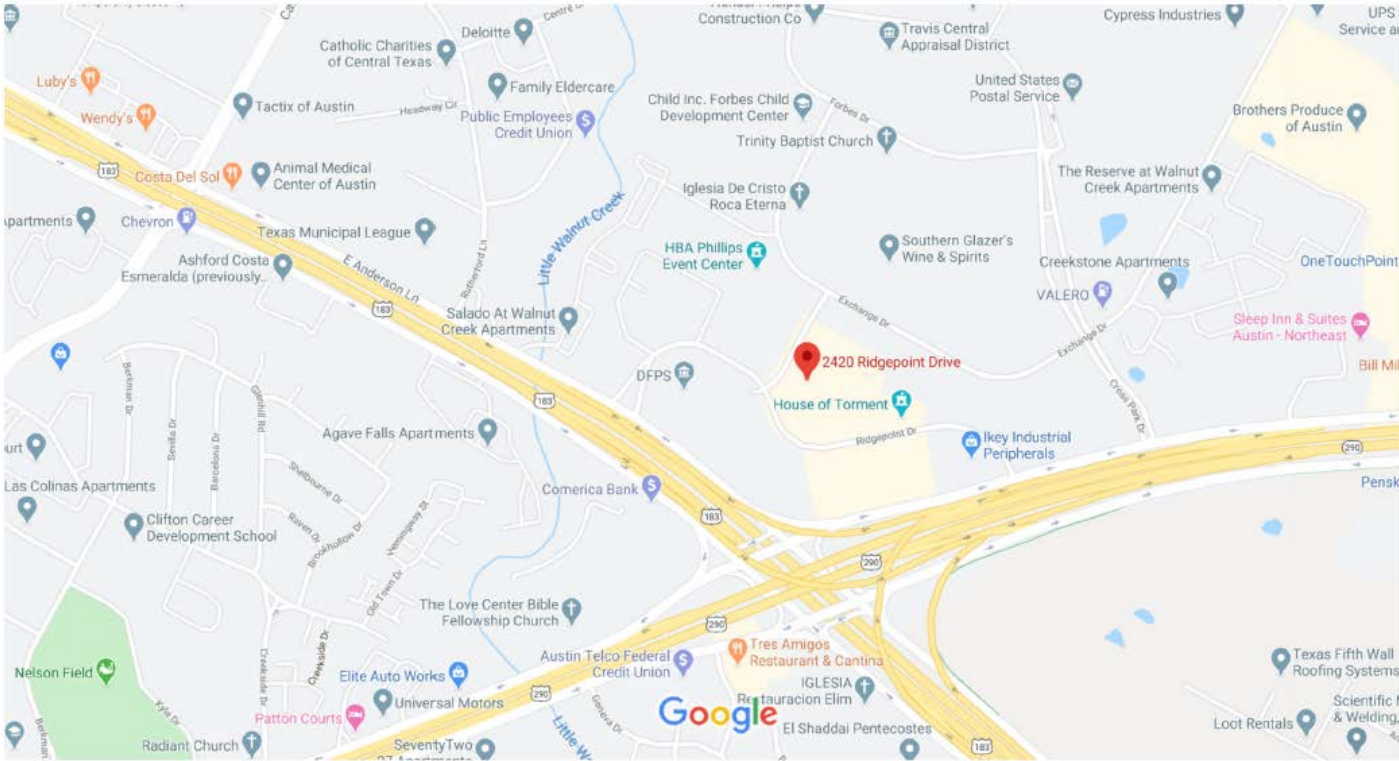
Location Maps



12719 Burnet Rd
TOD-CSC



2420 Ridgepoint Dr
TOD-TOC



**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 20-050

ACCEPTING THE FINANCIAL STATEMENTS THROUGH JULY 2020

WHEREAS, the Central Texas Regional Mobility Authority (Mobility Authority) is empowered to procure such goods and services as it deems necessary to assist with its operations and to study and develop potential transportation projects, and is responsible to insure accurate financial records are maintained using sound and acceptable financial practices; and

WHEREAS, close scrutiny of the Mobility Authority's expenditures for goods and services, including those related to project development, as well as close scrutiny of the Mobility Authority's financial condition and records is the responsibility of the Board and its designees through procedures the Board may implement from time to time; and

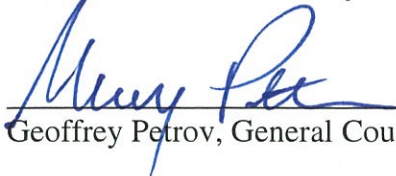
WHEREAS, the Board has adopted policies and procedures intended to provide strong fiscal oversight and which authorize the Executive Director, working with the Mobility Authority's Chief Financial Officer, to review invoices, approve disbursements, and prepare and maintain accurate financial records and reports;

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the month of July 2020, and has caused financial statements to be prepared and attached to this resolution as Exhibit A; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the financial statements through July 2020, attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of August 2020.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



Robert W. Jenkins, Jr.
Chairman, Board of Directors

Exhibit A

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending July 31, 2020

	Budget Amount FY 2020	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
REVENUE				
Operating Revenue				
Toll Revenue - Tags	87,282,802	5,543,862	6.35%	7,345,169
Video Tolls	23,301,118	1,768,870	7.59%	1,842,434
Fee Revenue	8,342,080	915,294	10.97%	522,731
Total Operating Revenue	118,926,000	8,228,026	6.92%	9,710,334
Other Revenue				
Interest Income	2,500,000	80,419	3.22%	534,187
Grant Revenue	3,000,000	-	-	630
Misc Revenue	3,000	-	-	-
Gain/Loss on Sale of Asset	-	-	-	11,117
Total Other Revenue	5,503,000	80,419	1.46%	545,934
TOTAL REVENUE	\$124,429,000	\$8,308,445	6.68%	10,256,268
EXPENSES				
Salaries and Benefits				
Salary Expense-Regular	4,773,694	320,209	6.71%	152,585
Salary Reserve	80,000	-	-	-
TCDRS	675,000	47,588	7.05%	21,997
FICA	221,877	15,927	7.18%	6,563
FICA MED	72,321	5,133	7.10%	2,257
Health Insurance Expense	513,812	37,177	7.24%	27,094
Life Insurance Expense	8,138	427	5.25%	171
Auto Allowance Expense	10,200	425	4.17%	425
Other Benefits	213,038	15,765	7.40%	4,601
Unemployment Taxes	4,608	123	2.67%	-
Total Salaries and Benefits	6,572,687	442,774	6.74%	215,693

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending July 31, 2020

	Budget Amount FY 2020	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Administrative				
Administrative and Office Expenses				
Accounting	8,000	856	10.70%	556
Auditing	115,000	-	-	-
Human Resources	52,000	357	0.69%	-
IT Services	242,000	9,839	4.07%	545
Internet	450	-	-	11
Software Licenses	347,000	598	0.17%	9,932
Cell Phones	24,185	1,301	5.38%	150
Local Telephone Service	95,000	7,347	7.73%	349
Overnight Delivery Services	350	-	-	-
Local Delivery Services	50	-	-	-
Copy Machine	15,264	1,272	8.33%	-
Repair & Maintenance-General	12,000	-	-	-
Meeting Facilities	5,000	-	-	-
Meeting Expense	14,750	227	1.54%	2,562
Toll Tag Expense	3,050	300	9.84%	150
Parking / Local Ride Share	2,900	-	-	139
Mileage Reimbursement	6,800	-	-	123
Insurance Expense	450,998	34,433	7.63%	15,751
Rent Expense	570,000	32,471	5.70%	32,368
Building Parking	11,000	-	-	-
Legal Services	591,000	38,482	6.51%	-
Total Administrative and Office Expenses	2,566,797	127,484	4.97%	62,634
Office Supplies				
Books & Publications	4,750	-	-	-
Office Supplies	9,500	1,133	11.92%	242
Misc Office Equipment	6,750	-	-	126
Computer Supplies	36,350	2,867	7.89%	424
Copy Supplies	1,500	-	-	15
Other Reports-Printing	8,000	-	-	-
Office Supplies-Printed	3,100	-	-	-
Postage Expense	1,150	-	-	-
Total Office Supplies	71,100	3,999	5.63%	807

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending July 31, 2020

	Budget Amount FY 2020	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Communications and Public Relations				
Graphic Design Services	20,000	-	-	-
Website Maintenance	50,000	2,020	4.04%	-
Research Services	115,000	-	-	-
Communications and Marketing	125,000	8,763	7.01%	-
Advertising Expense	150,000	36,577	24.38%	58,268
Direct Mail	5,000	-	-	-
Video Production	5,000	-	-	-
Photography	10,000	-	-	-
Other Public Relations	55,000	-	-	-
Promotional Items	-	945	-	-
Annual Report printing	6,500	553	8.51%	-
Direct Mail Printing	30,000	-	-	-
Other Communication Expenses	33,000	201	0.61%	-
Total Communications and Public Relations	604,500	49,059	8.12%	58,268
Employee Development				
Subscriptions	2,873	-	-	-
Agency Memberships	60,980	800	1.31%	499
Continuing Education	9,200	-	-	-
Professional Development	7,000	-	-	-
Other Licenses	1,250	-	-	-
Seminars and Conferences	38,500	145	0.38%	3,329
Travel	-	-	-	7,280
Total Employee Development	119,803	945	0.79%	11,108
Financing and Banking Fees				
Trustee Fees	48,000	3,763	7.84%	3,763
Bank Fee Expense	2,000	19	0.94%	128
Continuing Disclosure	4,000	-	-	-
Arbitrage Rebate Calculation	10,000	-	-	-
Rating Agency Expense	24,000	17,000	70.83%	-
Total Financing and Banking Fees	88,000	20,781	23.62%	3,891
Total Administrative	3,450,200	202,269	5.86%	136,707

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending July 31, 2020

	Budget Amount FY 2020	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Operations and Maintenance				
Operations and Maintenance Consulting				
GEC-Trust Indenture Support	350,129	81,596	23.30%	-
GEC-Financial Planning Support	209,410	26,170	12.50%	-
GEC-Toll Ops Support	800,000	78,143	9.77%	-
GEC-Roadway Ops Support	682,969	68,576	10.04%	-
GEC-Technology Support	741,461	282,568	38.11%	200,937
GEC-Public Information Support	100,000	1,586	1.59%	-
GEC-General Support	1,158,085	50,231	4.34%	-
General System Consultant	1,082,515	108,687	10.04%	-
Traffic Modeling	50,000	28,244	56.49%	-
Traffic and Revenue Consultant	150,000	-	-	-
Total Operations and Maintenance Consulting	5,324,569	725,800	13.63%	200,937
Roadway Operations and Maintenance				
Roadway Maintenance	3,963,810	516,306	13.03%	-
Landscape Maintenance	2,665,410	-	-	-
Signal & Illumination Maint	50,000	78,868	157.74%	-
Maintenance Supplies-Roadway	250,000	-	-	-
Tools & Equipment Expense	1,500	1,284	85.57%	174
Gasoline	30,500	898	2.94%	1,245
Repair & Maintenance - Vehicles	11,000	942	8.56%	323
Natural Gas	-	176	-	-
Electricity - Roadways	250,000	7,928	3.17%	1,031
Total Roadway Operations and Maintenance	7,222,220	606,400	8.40%	2,774
Toll Processing and Collection Expense				
Image Processing	1,200,000	137,281	11.44%	-
Tag Collection Fees	3,611,638	438,384	12.14%	638,261
Court Enforcement Costs	1,478,362	-	-	-
DMV Lookup Fees	1,000	-	-	-
Total Processing and Collection Expense	6,291,000	575,665	9.15%	638,261

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending July 31, 2020

	Budget Amount FY 2020	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Toll Operations Expense				
Generator Fuel	3,000	-	-	-
Fire and Burglar Alarm	500	-	-	-
Refuse	2,400	114	4.77%	111
Water - Irrigation	7,500	-	-	-
Electricity	500	54	10.78%	-
ETC spare parts expense	50,000	-	-	-
Law Enforcement	300,000	-	-	-
ETC Maintenance Contract	4,191,000	351,638	8.39%	-
ETC Toll Management Center System Operation	534,000	43,593	8.16%	-
ETC Development	1,250,000	80,479	6.44%	-
ETC Testing	200,000	490	0.24%	-
Total Toll Operations Expense	6,538,900	476,368	7.29%	111
Total Operations and Maintenance	25,376,689	2,384,234	9.40%	842,082
Other Expenses				
Special Projects and Contingencies				
HERO	148,000	12,319	8.32%	-
Special Projects	-	-	-	2,275
71 Express Net Revenue Payment	2,300,000	-	-	-
Technology Initiatives	125,000	7,981	6.39%	-
Other Contractual Svcs	220,000	8,500	3.86%	-
Contingency	750,000	-	-	-
Total Special Projects and Contingencies	3,543,000	28,801	0.81%	2,275
Non Cash Expenses				
Amortization Expense	1,000,000	75,417	7.54%	62,516
Amort Expense - Refund Savings	1,050,000	88,151	8.40%	87,287
Dep Exp - Furniture & Fixtures	2,620	218	8.31%	218
Dep Expense - Equipment	59,000	208	0.35%	40,191
Dep Expense - Autos & Trucks	30,000	3,598	11.99%	2,479
Dep Expense - Buildng & Toll Fac	176,800	14,729	8.33%	14,729
Dep Expense - Highways & Bridges	40,000,000	2,898,695	7.25%	2,440,487
Dep Expense - Toll Equipment	4,000,000	304,819	7.62%	268,180
Dep Expense - Signs	800,000	84,714	10.59%	28,982
Dep Expense - Land Improvements	985,000	73,745	7.49%	147,489
Depreciation Expense - Computers	75,000	16,349	21.80%	1,508
Total Non Cash Expenses	48,178,420	3,560,643	7.39%	3,094,066
Total Other Expenses	51,721,420	3,589,443	6.94%	3,096,341

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending July 31, 2020

	Budget			
	Amount FY	Actual Year	Percent of	Actual Prior
	2020	to Date	Budget	Year to Date
Non Operating Expenses				
Bond Issuance Expense	2,000,000	87,636	4.38%	18,896
Loan Fee Expense	50,000	-	-	-
Interest Expense	42,091,626	3,138,698	7.46%	3,209,357
Community Initiatives	65,000	2,500	3.85%	2,500
Total Non Operating Expenses	44,206,626	3,228,834	7.30%	3,230,753
<hr/>				
TOTAL EXPENSES	\$131,327,621	\$9,847,554	7.50%	\$7,521,575
<hr/>				
Net Income	(\$6,898,621)	(\$1,539,109)		2,734,692
<hr/>				

Central Texas Regional Mobility Authority
Balance Sheet
as of July 31, 2020

	as of 07/31/2020		as of 07/31/2019	
ASSETS				
Current Assets				
Cash				
Regions Operating Account	\$ 206,190		\$ 359,329	
Cash in TexStar	240,031		335,273	
Regions Payroll Account	104,225		221,632	
Restricted Cash				
Goldman Sachs FSGF 465	128,778,639		300,813,662	
Restricted Cash - TexSTAR	267,969,800		133,001,013	
Overpayments account	719,478		417,152	
Total Cash and Cash Equivalents		<u>398,018,362</u>		<u>435,148,061</u>
Accounts Receivable				
Accounts Receivable	2,770,089		2,776,451	
Due From Other Agencies	47,637		56,975	
Due From TTA	579,822		653,636	
Due From NTTA	733,608		879,577	
Due From HCTRA	932,859		1,208,070	
Due From TxDOT	1,883,830		629,104	
Interest Receivable	271,263		801,472	
Total Receivables		<u>7,219,109</u>		<u>7,005,284</u>
Short Term Investments				
Treasuries	9,855,135		89,642,629	
Agencies	10,144,865		69,909,653	
Total Short Term Investments		<u>20,000,000</u>		<u>159,552,282</u>
Total Current Assets		<u>425,237,471</u>		<u>601,705,627</u>
Total Construction in Progress		648,391,993		671,462,297
Fixed Assets (Net of Depreciation and Amortization)				
Computers	462,603		19,391	
Computer Software	3,301,279		2,768,688	
Furniture and Fixtures	7,188		9,801	
Equipment	4,416		9,331	
Autos and Trucks	69,821		64,675	
Buildings and Toll Facilities	4,755,785		4,932,533	
Highways and Bridges	1,190,587,770		1,005,130,422	
Toll Equipment	22,568,429		17,228,530	
Signs	12,956,725		10,463,927	
Land Improvements	7,895,392		8,780,326	
Right of way	88,149,606		88,149,606	
Leasehold Improvements	133,152		179,295	
Total Fixed Assets		<u>1,330,892,165</u>		<u>1,137,736,525</u>
Other Assets				
Intangible Assets-Net	101,034,927		102,332,757	
2005 Bond Insurance Costs	3,843,149		4,056,657	
Prepaid Insurance	223,242		184,904	
Deferred Outflows (pension related)	866,997		866,997	
Pension Asset	177,226		177,226	
Total Other Assets		<u>106,145,541</u>		<u>107,618,541</u>
Total Assets		<u><u>\$ 2,510,667,170</u></u>		<u><u>\$ 2,518,522,990</u></u>

Central Texas Regional Mobility Authority
Balance Sheet
as of July 31, 2020

	as of 07/31/2020	as of 07/31/2019
LIABILITIES		
Current Liabilities		
Accounts Payable	\$ 11,402,117	\$ 673,162
Construction Payable	20,559,471	24,602,675
Overpayments	722,663	420,241
Interest Payable	4,749,375	4,611,659
Due to other Funds	1,687,633	-
Deferred Compensation Payable	-	(12,269)
TCDRS Payable	108,123	63,988
Medical Reimbursement Payable	-	(4,212)
Due to other Agencies	2,707	4,108,596
Due to TTA	389,975	1,161,752
Due to NTTA	106,505	302,573
Due to HCTRA	15,369	173,636
Due to Other Entities	1,917,082	1,007,095
71E TxDOT Obligation - ST	1,268,601	1,723,140
Total Current Liabilities	42,929,622	38,832,035
Long Term Liabilities		
Compensated Absences	543,329	541,425
Deferred Inflows (pension related)	206,675	206,675
Long Term Payables	750,004	748,100
Bonds Payable		
Senior Lien Revenue Bonds:		
Senior Lien Revenue Bonds 2010	75,941,296	77,724,141
Senior Lien Revenue Bonds 2011	17,543,474	16,490,892
Senior Refunding Bonds 2013	133,195,000	136,405,000
Senior Lien Revenue Bonds 2015	298,790,000	298,790,000
Senior Lien Put Bnd 2015	68,785,000	68,785,000
Senior Lien Refunding Revenue Bonds 2016	356,785,000	358,030,000
Senior Lien Revenue Bonds 2018	44,345,000	44,345,000
Senior Lien Revenue Bonds 2020A	50,265,000	-
Sn Lien Rev Bnd Prem/Disc 2013	4,325,678	6,143,330
Sn Lien Revenue Bnd Prem 2015	18,284,630	19,481,135
Sn Lien Put Bnd Prem 2015	-	1,707,578
Senior lien premium 2016 revenue bonds	42,724,582	47,017,364
Sn Lien Revenue Bond Premium 2018	3,660,723	3,927,296
Senior Lien Revenue Bond Premium 2020A	11,663,680	-
Total Senior Lien Revenue Bonds	1,126,309,063	1,078,846,736
Sub Lien Revenue Bonds:		
Sub Lien Refunding Bonds 2013	95,945,000	98,295,000
Sub Lien Refunding Bonds 2016	73,490,000	73,905,000
Subordinated Lien BANs 2018	46,020,000	46,020,000
Sub Refunding 2013 Prem/Disc	925,595	1,353,517
Sub Refunding 2016 Prem/Disc	7,383,093	8,227,318
Sub Lien BANS 2018 Premium	749,605	1,278,738
Total Sub Lien Revenue Bonds	224,513,293	229,079,573
Other Obligations		
TIFIA Note 2015	297,792,041	288,817,149
TIFIA Note 2019	51,917	50,414
SIB Loan 2015	33,810,084	33,144,943
State Highway Fund Loan 2015	33,810,114	33,144,973
State 45SW Loan	-	62,628,438
71E TxDOT Obligation - LT	60,728,211	60,728,211
Regions 2017 MoPAC Note	24,990,900	24,990,900
Total Other Obligations	451,183,266	503,505,028
Total Long Term Liabilities	1,802,755,626	1,812,179,437

Central Texas Regional Mobility Authority
Balance Sheet
as of July 31, 2020

	as of 07/31/2020	as of 07/31/2019
Total Liabilities	<u>1,845,685,247</u>	<u>1,851,011,473</u>
	NET ASSETS	
Contributed Capital	121,462,104	121,202,391
Net Assets Beginning	542,306,638	543,620,311
Current Year Operations	1,213,181	2,688,815
Total Net Assets	<u>664,981,923</u>	<u>667,511,517</u>
Total Liabilities and Net Assets	<u>\$ 2,510,667,170</u>	<u>\$ 2,518,522,990</u>

Central Texas Regional Mobility Authority
Statement of Cash Flow
as of July 31, 2020

Cash flows from operating activities:

Receipts from toll revenues	\$	9,254,936
Receipts from interest income		80,419
Payments to vendors		(3,590,060)
Payments to employees		(440,062)
Net cash flows provided by (used in) operating activities		5,305,233

Cash flows from capital and related financing activities:

Interest payments		(29,822,966)
Acquisitions of construction in progress		(42,079,570)
Net cash flows provided by (used in) capital and related financing activities		(71,902,536)

Cash flows from investing activities:

Purchase of investments		(6,046,867)
Proceeds from sale or maturity of investments		30,914,750
Net cash flows provided by (used in) investing activities		24,867,883
Net increase (decrease) in cash and cash equivalents		(41,729,420)
Cash and cash equivalents at beginning of period		146,942,487
Cash and cash equivalents at end of period	\$	105,213,066

Reconciliation of change in net assets to net cash provided by operating activities:

Operating income	\$	2,640,323
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization		3,547,908
Changes in assets and liabilities:		
(Increase) decrease in prepaid expenses and other assets		34,433
(Decrease) increase in accounts payable		(2,390,839)
Increase (decrease) in accrued expenses		1,473,407
Total adjustments		2,664,910
Net cash flows provided by (used in) operating activities	\$	5,305,233

Reconciliation of cash and cash equivalents:

Unrestricted cash and cash equivalents	\$	1,029,892
Restricted cash and cash equivalents		104,183,174
Total	\$	105,213,066

INVESTMENTS by FUND

		Balance	
		July 31, 2020	
Renewal & Replacement Fund			
TexSTAR	403,060.67		
Goldman Sachs	15,108.42		
Agencies/ Treasuries		418,169.09	
Grant Fund			\$ 396,193,675.04
TexSTAR	4,451,810.48		
Goldman Sachs	5,624,725.00		
Agencies/ Treasuries	-	10,076,535.48	
Senior Debt Service Reserve Fund			
TexSTAR	66,541,219.93		
Goldman Sachs	17,654,824.98		
Agencies/ Treasuries	-	84,196,044.91	
2010 Senior Lien DSF			
Goldman Sachs	60,617.14	60,617.14	
2011 Debt Service Acct			
Goldman Sachs	788,990.42	788,990.42	
2013 Sr Debt Service Acct			
Goldman Sachs	2,753,143.98	2,753,143.98	
2013 Sub Debt Service Account			
Goldman Sachs	1,839,541.12	1,839,541.12	
2015 Sr Capitalized Interest			
Goldman Sachs	-	10,321,142.21	
TexSTAR	10,321,142.21		
2015 State Highway Fund DSA			
Goldman Sachs	114,579.48	114,579.48	
2015 SIB DSA			
Goldman Sachs	114,579.48	114,579.48	
2015B Debt Service Account			
Goldman Sachs	766,199.93	766,199.93	
2016 Sr Lien Rev Refunding Debt Service Account			
Goldman Sachs	7,620,149.53	7,620,149.53	
2016 Sub Lien Rev Refunding Debt Service Account			
Goldman Sachs	532,659.58	532,659.58	
2016 Sub Lien Rev Refunding DSR			
Goldman Sachs	6,990,584.86		
Agencies/ Treasuries	-	6,990,584.86	
Operating Fund			
TexSTAR	240,031.03		
TexSTAR-Trustee	1,072,991.41		
Goldman Sachs	295,706.77	1,608,729.21	
Revenue Fund			
Goldman Sachs	5,656,439.67	5,656,439.67	
General Fund			
TexSTAR	54,634,367.44		
Goldman Sachs	866,014.53	75,500,381.97	
Agencies/ Treasuries	20,000,000.00		
2013 Sub Debt Service Reserve Fund			
TexSTAR	5,280,350.07		
Goldman Sachs	3,648,118.26	8,928,468.33	
71E Revenue Fund			
Goldman Sachs	12,925,297.69	12,925,297.69	
MoPac Revenue Fund			
Goldman Sachs	101,534.45	101,534.45	
MoPac General Fund			
Goldman Sachs	14,598,486.80	14,598,486.80	
MoPac Operating Fund			
Goldman Sachs	1,637,874.71	1,637,874.71	
MoPac Loan Repayment Fund			
Goldman Sachs	-	0.00	
2015B Project Account			
Goldman Sachs	15,969,598.05		
Agencies/ Treasuries	-		
TexSTAR	26,333,380.73	42,302,978.78	
2015 TIFIA Project Account			
Goldman Sachs	291,733.56		
TexSTAR	68,267,322.33		
Agencies/ Treasuries	-	68,559,055.89	
2011 Sr Financial Assistance Fund			
Goldman Sachs	0.00	10,830,212.22	
TexSTAR	10,830,212.22		
2018 Sr Lien Project Cap I			
Goldman Sachs	4,630,184.56	4,630,184.56	
2018 Sr Lien Project Account			
Goldman Sachs	949,703.72		
TexSTAR	19,833,942.14	20,783,645.86	
2018 Sub Debt Service Account			
Goldman Sachs	154,321.15	154,321.15	
2019 TIFIA Sub Lien Project Account			
Goldman Sachs	50,954.22	50,954.22	
2020A Senior Lien Debt Service Acct			
Goldman Sachs	209,737.85	209,737.85	
2020 SH 45SW Project Account			
Goldman Sachs	1,122,434.47	1,122,434.47	
		<u>\$ 396,193,675.04</u>	

CTRMA INVESTMENT REPORT

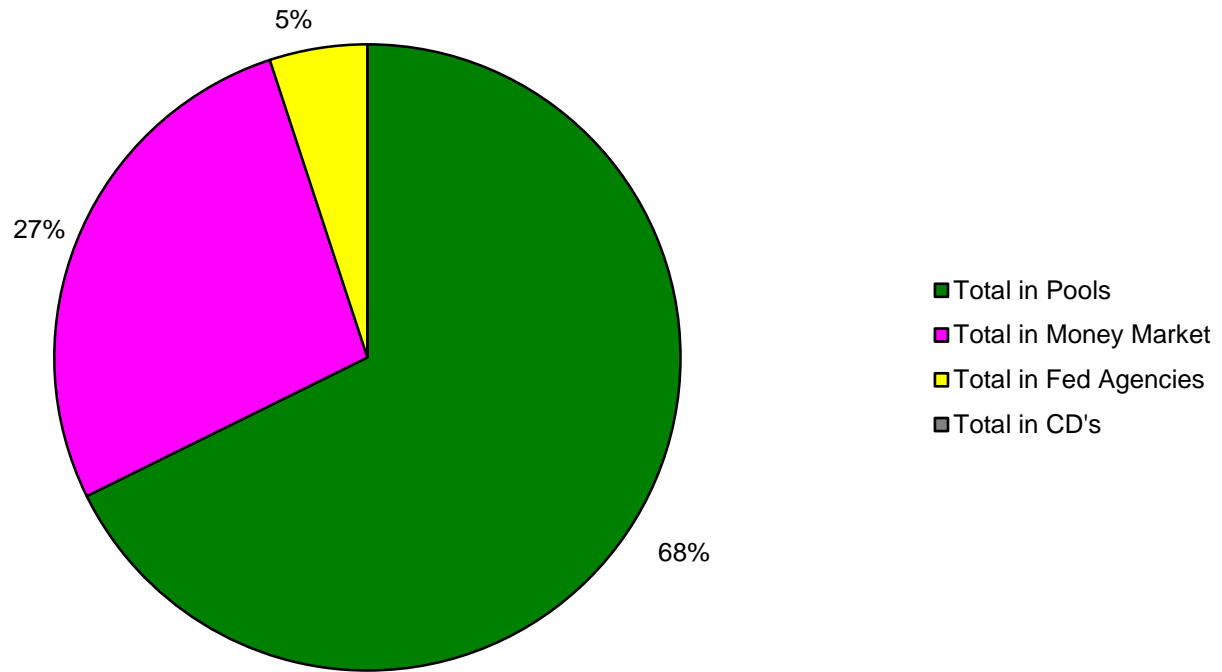
Month Ending 7/31/2020						
Balance 7/1/2020	Additions	Discount Amortization	Accrued Interest	Withdrawals	Balance 7/31/2020	Rate July
Amount in Trustee TexStar						
2011 Sr Lien Financial Assist Fund			1,842.22	1,445,000.00	10,830,212.22	0.2003%
2013 Sub Lien Debt Service Reserve General Fund			898.18		5,280,350.07	0.2003%
Trustee Operating Fund	3,000,000.00		9,541.09	1,500,000.00	54,634,367.44	0.2003%
Renewal and Replacement Grant Fund			182.97	3,000,000.00	1,072,991.41	0.2003%
Senior Lien Debt Service Reserve Fund			68.58		403,060.67	0.2003%
2015A Sr Ln Project Cap Interest			757.25		4,451,810.48	0.2003%
2015B Sr Ln Project			11,318.63		66,541,219.93	0.2003%
2015C TIFIA Project			1,755.63	7,469,750.00	10,321,142.21	0.2003%
2018 Sr Lien Project Account			4,479.31		26,333,380.73	0.2003%
			12,437.02	9,100,000.00	68,267,322.33	0.2003%
			3,545.16	3,400,000.00	19,833,942.14	0.2003%
290,837,723.59	3,000,000.00		46,826.04	25,914,750.00	267,969,799.63	
Amount in TexStar Operating Fund						
	3,000,000.00		40.84	5,000,000.00	240,031.03	0.2003%
Goldman Sachs						
Operating Fund	3,059,453.78		26.10	3,002,149.64	295,706.77	0.1427%
2020 SH 45SW Project Account			229.91	91,773.17	1,122,434.47	0.1427%
2020A Senior Lien Debt Service Acct	209,377.43		125.03	1,110,018.75	209,737.85	0.1427%
2015B Project Account			2,037.88		15,969,598.05	0.1427%
2015C TIFIA Project Account	9,100,000.00		59.20	9,429,230.94	291,733.56	0.1427%
2011 Sr Financial Assistance Fund	1,445,000.00		0.00	1,445,000.00	0.00	0.1427%
2010 Senior DSF			7.74		60,617.14	0.1427%
2011 Senior Lien Debt Service Acct			100.68		788,990.42	0.1427%
2013 Senior Lien Debt Service Acct	867,346.21		613.67	3,329,875.00	2,753,143.98	0.1427%
2013 Sub Debt Service Reserve Fund			465.54		3,648,118.26	0.1427%
2013 Subordinate Debt Service Acct	605,604.17		427.21	2,398,625.00	1,839,541.12	0.1427%
2015A Sr Ln Project Cap Interest	7,469,750.00		0.00	7,469,750.00	0.00	0.1427%
2015 Sub Lien SIB DSA	114,560.84		9.70	687,383.71	114,579.48	0.1427%
2015 Sub Lien SHF DSA	114,560.84		9.70	687,383.71	114,579.48	0.1427%
2015A Debt Service Account	7,469,750.00		0.00	7,469,750.00	0.00	0.1427%
2015B Debt Service Acct	352,685.01		251.01	1,719,625.00	766,199.93	0.1427%
2016 Sr Lien Rev Refunding Debt Service Account	3,357,248.85		1,538.62	8,691,393.75	7,620,149.53	0.1427%
2016 Sub Lien Rev Refunding Debt Service Account	313,084.33		221.50	1,663,081.25	532,659.58	0.1427%
2016 Sub Lien Rev Refunding DSR			892.07		6,990,584.86	0.1427%
2018 Sr Lien Project Cap I			732.32	1,108,625.00	4,630,184.56	0.1427%
2018 Sr Lien Project Account	4,630,659.28		53.72	3,814,561.03	949,703.72	0.1427%
2018 Sub Debt Service Account	153,215.77		108.85	920,400.00	154,321.15	0.1427%
2018 Sr Lien Debt Service Account	1,108,625.00		0.00	1,108,625.00	0.00	0.1427%
2019 TIFIA Sub Lien Project Account			6.50		50,954.22	0.1427%
Grant Fund			717.77		5,624,725.00	0.1427%
Renewal and Replacement			1.93		15,108.42	0.1427%
Revenue Fund	11,681,797.09		383.34	9,187,188.33	5,656,439.67	0.1427%
General Fund	3,688,854.80		729.75	6,288,090.92	866,014.53	0.1427%
Senior Lien Debt Service Reserve Fund			2,252.93		17,654,824.98	0.1427%
71E Revenue Fund	620,233.68		1,534.31	112,452.07	12,925,297.69	0.1427%
MoPac Revenue Fund	254,616.77		6.38	217,864.67	101,534.45	0.1427%
MoPac General Fund	363,732.15		1,948.70	908,113.25	14,598,486.80	0.1427%
MoPac Operating Fund	217,864.67		211.58	330,318.05	1,637,874.71	0.1427%
MoPac Loan Repayment Fund	36,804.35		0.92	73,240.34	0.00	0.1427%
123,997,833.38	57,234,825.02	0.00	15,704.56	73,264,518.58	107,983,844.38	
Amount in Fed Agencies and Treasuries						
Amortized Principal		0.00		0.00	20,000,000.00	
		0.00		0.00	20,000,000.00	
Certificates of Deposit						
Total in Pools	6,000,000.00		46,866.88	30,914,750.00	268,209,830.66	
Total in GS FSGF	57,234,825.02		15,704.56	73,264,518.58	107,983,844.38	
Total in Fed Agencies and Treasuries		0.00		0.00	20,000,000.00	
Total Invested	63,234,825.02	0.00	62,571.44	104,179,268.58	396,193,675.04	

All Investments in the portfolio are in compliance with the CTRMA's Investment policy and the relevant provisions of the Public Funds Investment Act Chapter 2256.023

William Chapman, CFO
Mary Temple, Controller

7/31/2020

Allocation of Funds



Amount of Investments As of

July 31, 2020

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Farmer Mac	31422BDL1	20,000,000.00	20,000,000.00	20,071,166.00	2.5995%	3/11/2019	9/25/2020	General Fund
		20,000,000.00	20,000,000.00	20,071,166.00				

Agency	CUSIP #	COST	Cummulative Amortization	7/31/2020			Interest Income		
				Book Value	Maturity Value		Accrued Interest	Amortization	Interest Earned
Farmer Mac	31422BDL1	20,000,000.00	-	20,000,000.00	20,000,000.00		43,333.33	-	43,333.33
		20,000,000.00	-	20,000,000.00	20,000,000.00		43,333.33	-	43,333.33

ESCROW FUNDS

Travis County Escrow Fund - Elroy Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	<u>7/1/2020</u>	<u>Additions</u>	<u>Interest</u>	<u>Withdrawals</u>	<u>7/31/2020</u>
Goldman Sachs	19,445,860.36		2,615.41	782,570.55	18,665,905.22

Travis County Escrow Fund - Ross Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	<u>7/1/2020</u>	<u>Additions</u>	<u>Interest</u>	<u>Withdrawals</u>	<u>7/31/2020</u>
Goldman Sachs	212,707.05		27.79	288,596.52	(75,861.68)

Berstrom Expressway 183S Escrow Account

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	<u>7/1/2020</u>	<u>Additions</u>	<u>Interest</u>	<u>Withdrawals</u>	<u>7/31/2020</u>
Goldman Sachs	206,383.69		26.34		206,410.03

Travis County Escrow Fund - Old San Antonio Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	<u>7/1/2020</u>	<u>Additions</u>	<u>Interest</u>	<u>Withdrawals</u>	<u>7/31/2020</u>
Goldman Sachs	335,739.19		43.74	37,442.34	298,340.59

Travis County Escrow Fund - Old Lockhart Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	<u>7/1/2020</u>	<u>Additions</u>	<u>Interest</u>	<u>Withdrawals</u>	<u>7/31/2020</u>
Goldman Sachs	337,265.95		43.92	54,238.69	283,071.18

Travis County Escrow Fund - County Line Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	<u>7/1/2020</u>	<u>Additions</u>	<u>Interest</u>	<u>Withdrawals</u>	<u>7/31/2020</u>
Goldman Sachs	724,414.93		93.00	15,263.11	709,244.82

Travis County Escrow Fund - South Pleasant Valley Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	<u>7/1/2020</u>	<u>Additions</u>	<u>Interest</u>	<u>Withdrawals</u>	<u>7/31/2020</u>
Goldman Sachs	407,785.05		52.05	1,145.92	406,691.18

Travis County Escrow Fund - Thaxton Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	<u>7/1/2020</u>	<u>Additions</u>	<u>Interest</u>	<u>Withdrawals</u>	<u>7/31/2020</u>
Goldman Sachs	254,520.41		32.49	33,747.11	220,805.79

Travis County Escrow Fund - Pearce Lane Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	<u>7/1/2020</u>	<u>Additions</u>	<u>Interest</u>	<u>Withdrawals</u>	<u>7/31/2020</u>
Goldman Sachs	89,657.65		11.45	9,481.79	80,187.31



183 South Design-Build Project
Contingency Status
 July 31, 2020



Original Construction Contract Value: \$581,545,700

Total Project Contingency	\$47,860,000
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Obligations	CO#1 City of Austin ILA Adjustment	(\$2,779,934)
	CO#2 Addition of Coping to Soil Nail Walls	\$742,385
	CO#4 Greenroads Implementation	\$362,280
	CO#6 51st Street Parking Trailhead	\$477,583
	CO#9 Patton Interchange Revisions	\$3,488,230
	CO#10 City of Austin Utility (\$1,010,000 - no cost to RMA)	\$0
	CO#17 Boggy Creek Turnaround	\$2,365,876
	CO#21 Wall 125 Differing Site Condition - Part A	\$1,263,577
	Others Less than \$300,000 (18)	\$2,355,313
	Executed Change Orders	\$8,275,310
Change Orders Under Negotiation	\$4,820,000	
Potential Contractual Obligations	\$18,940,000	

(-) Total Obligations	\$32,035,310
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Remaining Project Contingency	\$15,824,690
--------------------------------------	---------------------



290E Ph. III
Contingency Status
 July 31, 2020



Original Construction Contract Value: \$71,236,424

Total Mobility Authority Contingency	\$10,633,758
Total TxDOT Project Contingency	\$15,292,524

Obligations	Others Less than \$300,000 (8)	\$152,949
	Executed Change Orders	\$152,949
	Change Orders Under Negotiation	\$274,000
	Potential Contractual Obligations	\$1,860,000

(-) Total Obligations	\$2,286,949
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Remaining Mobility Authority Contingency	\$8,402,569
Remaining TxDOT Contingency	\$15,236,961



TexSTAR
MONTHLY
NEWSLETTER
JULY 2020



PERFORMANCE

As of July 31, 2020

Current Invested Balance	\$10,009,983,894.25
Weighted Average Maturity (1)	25 Days
Weighted Average Maturity(2)	92 Days
Net Asset Value	1.000209
Total Number of Participants	930
Management Fee on Invested Balance	0.06%*
Interest Distributed	\$2,179,148.51
Management Fee Collected	\$501,380.44
% of Portfolio Invested Beyond 1 Year	6.66%
Standard & Poor's Current Rating	AAAm

Rates reflect historical information and are not an indication of future performance.

July Averages

Average Invested Balance	\$9,866,140,271.63
Average Monthly Yield, on a simple basis	0.2003%
Average Weighted Maturity (1)*	27 Days
Average Weighted Life (2)*	101 Days

Definition of Weighted Average Maturity (1) & (2)

(1) This weighted average maturity calculation uses the SEC Rule 2a-7 definition for stated maturity for any floating rate instrument held in the portfolio to determine the weighted average maturity for the pool. This Rule specifies that a variable rate instruction to be paid in 397 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate.

(2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

NEW PARTICIPANTS

We would like to welcome the following entities who joined the TexSTAR program in July:

- * City of Castle Hills
- * Denton County Fresh Water Supply District No. 11-C
- * Gulfgate Redevelopment Authority

HOLIDAY REMINDER

In observance of **Labor Day, TexSTAR will be closed on Monday, September 7, 2020.** All ACH transactions initiated on Friday, September 4th will settle on Tuesday, September 8th. Please plan accordingly for your liquidity needs.

ECONOMIC COMMENTARY

Market review

The impact of the Covid-19 pandemic continued to dominate markets in July as economic activity has improved since lockdowns were lifted, but overall, data points to a pause in recovery due to fears of a new wave of infections. Major central banks took a back seat over the past month, having already flooded the market with liquidity and taken rates close to their lower bounds. However, governments have been under pressure to provide further fiscal support. Congress debated the extent to which unemployment benefits should be extended and whether further stimulus checks should be provided, with a deal proving difficult to get over the line.

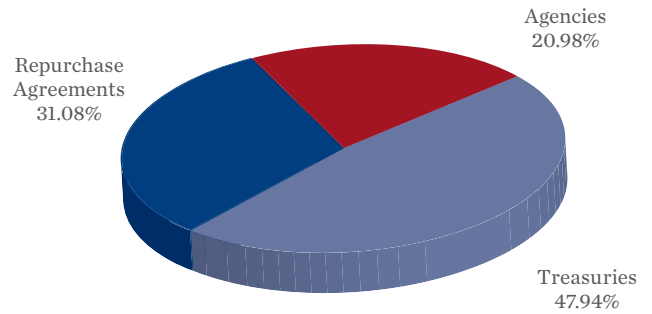
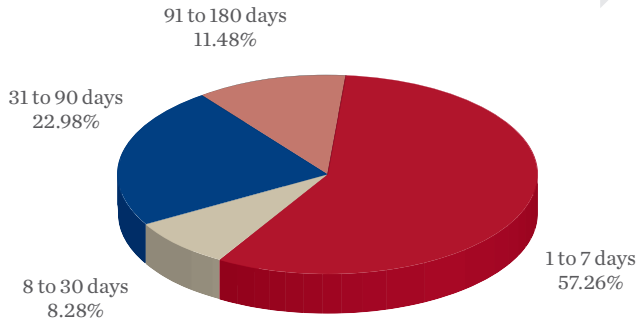
The FOMC meeting did not cause any surprises as Fed Chair Jerome Powell announced that the Fed will “do what we can for as long as it takes” with regards to aiding the economy in its fight against the Covid-19 pandemic. We saw rates rally towards the end of the month as countries began reversing the reopening of parts of their economies. The 2yr UST traded in a range of 0.11-0.16%, ending the month at 0.11%. The Federal Reserve also announced that they would extend their credit and lending facilities that were set to expire at the end of September, to now expire at the end of December. This encouraged credit spreads to continue their grind tighter, albeit at a slower pace than previous months. The ICE BAML 1-3yr Corporate OAS tightened 15bps from 92bps to 77bps.

Throughout July, infections began to rise rapidly across the rest of the country. As a result, many states have now begun to partly reverse or pause their reopening plans. US GDP for the second quarter fell by an annualized ¹⁸rate of 32.9% compared with the previous quarter.

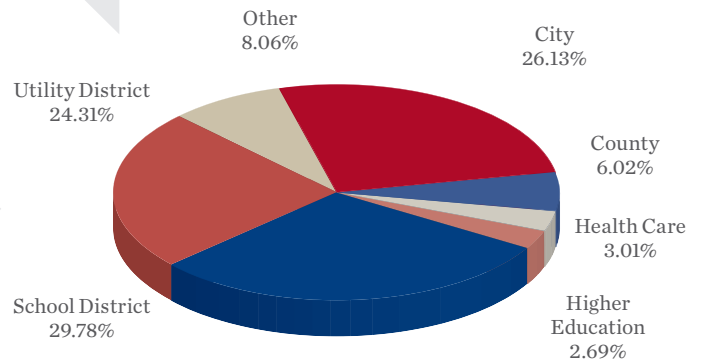
(continued page 4)

INFORMATION AT A GLANCE

PORTFOLIO BY TYPE OF INVESTMENT AS OF JULY 31, 2020



PORTFOLIO BY MATURITY AS OF JULY 31, 2020



DISTRIBUTION OF PARTICIPANTS BY TYPE AS OF JULY 31, 2020

HISTORICAL PROGRAM INFORMATION

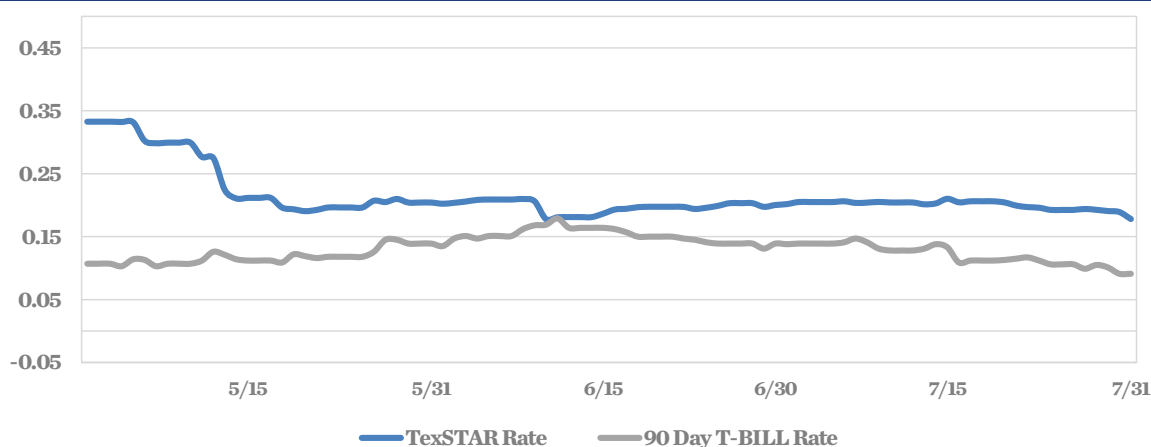
MONTH	AVERAGE RATE	BOOK VALUE	MARKET VALUE	NET ASSET VALUE	WAM (1)*	WAM (2)*	NUMBER OF PARTICIPANTS
Jul 20	0.2003%	\$10,009,983,894.25	\$10,012,082,381.15	1.000209	27	101	930
Jun 20	0.1974%	9,671,601,669.74	9,674,049,521.47	1.000253	33	108	927
May 20	0.2444%	9,711,678,322.09	9,714,791,961.71	1.000320	29	103	924
Apr 20	0.4447%	9,402,508,666.82	9,406,011,209.34	1.000372	27	111	923
Mar 20	0.9570%	8,656,111,186.51	8,662,045,828.91	1.000685	27	108	922
Feb 20	1.5641%	9,669,676,298.74	9,671,875,580.06	1.000213	32	84	921
Jan 20	1.5514%	9,728,196,391.64	9,728,681,551.87	1.000027	33	96	920
Dec 19	1.5643%	8,550,355,101.35	8,550,086,726.49	0.999959	36	110	918
Nov 19	1.6177%	8,004,510,359.61	8,003,923,189.55	0.999918	30	109	917
Oct 19	1.8510%	8,148,867,422.02	8,148,521,034.89	0.999957	24	109	915
Sep 19	2.1065%	7,801,760,097.32	7,801,464,171.79	0.999962	22	113	912
Aug 19	2.1258%	8,162,241,291.21	8,162,120,700.72	0.999955	22	104	909

PORTFOLIO ASSET SUMMARY AS OF JULY 31, 2020

	BOOK VALUE	MARKET VALUE
Uninvested Balance	\$ 887.18	\$ 887.18
Accrual of Interest Income	5,098,670.29	5,098,670.29
Interest and Management Fees Payable	(2,241,145.56)	(2,241,145.56)
Payable for Investment Purchased	(449,956,833.33)	(449,956,833.33)
Repurchase Agreement	3,249,900,999.75	3,249,900,999.75
Government Securities	7,207,181,315.92	7,209,279,802.82
TOTAL	\$ 10,009,983,894.25	\$ 10,012,082,381.15

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by J.P. Morgan Chase & Co. and the assets are safekept in a separate custodial account at the Federal Reserve Bank in the name of TexSTAR. The only source of payment to the Participants are the assets of TexSTAR. There is no secondary source of payment for the pool such as insurance or guarantee. Should you require a copy of the portfolio, please contact TexSTAR Participant Services.

TEXSTAR VERSUS 90-DAY TREASURY BILL



This material is for information purposes only. This information does not represent an offer to buy or sell a security. The above rate information is obtained from sources that are believed to be reliable; however, its accuracy or completeness may be subject to change. The TexSTAR management fee may be waived in full or in part at the discretion of the TexSTAR co-administrators and the TexSTAR rate for the period shown reflects waiver of fees. This table represents historical investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment of \$1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the TexSTAR pool to the T-Bill Yield, you should know that the TexSTAR pool consists of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-Day T-Bill. The TexSTAR yield is calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940 as promulgated from time to time by the federal Securities and Exchange Commission.

DAILY SUMMARY FOR JULY 2020

DATE	MNY MKT FUND EQUIV. [SEC Std.]	DAILY ALLOCATION FACTOR	INVESTED BALANCE	MARKET VALUE PER SHARE	WAM DAYS (1)*	WAL DAYS (2)*
7/1/2020	0.2017%	0.000005525	\$9,772,622,557.04	1.000261	30	110
7/2/2020	0.2050%	0.000005616	\$9,746,607,641.02	1.000245	28	107
7/3/2020	0.2050%	0.000005616	\$9,746,607,641.02	1.000245	28	107
7/4/2020	0.2050%	0.000005616	\$9,746,607,641.02	1.000245	28	107
7/5/2020	0.2050%	0.000005616	\$9,746,607,641.02	1.000245	28	107
7/6/2020	0.2062%	0.000005648	\$9,755,193,930.71	1.000243	29	106
7/7/2020	0.2036%	0.000005579	\$9,769,690,765.37	1.000245	28	105
7/8/2020	0.2041%	0.000005592	\$9,691,414,887.24	1.000253	28	105
7/9/2020	0.2052%	0.000005623	\$9,693,071,301.89	1.000249	29	105
7/10/2020	0.2043%	0.000005597	\$9,749,326,213.89	1.000241	27	102
7/11/2020	0.2043%	0.000005597	\$9,749,326,213.89	1.000241	27	102
7/12/2020	0.2043%	0.000005597	\$9,749,326,213.89	1.000241	27	102
7/13/2020	0.2014%	0.000005517	\$9,747,175,913.67	1.000241	26	101
7/14/2020	0.2029%	0.000005558	\$9,746,557,442.65	1.000237	26	103
7/15/2020	0.2102%	0.000005759	\$9,759,254,757.42	1.000238	28	102
7/16/2020	0.2046%	0.000005605	\$9,785,782,259.02	1.000246	27	101
7/17/2020	0.2062%	0.000005648	\$9,765,734,318.06	1.000241	26	99
7/18/2020	0.2062%	0.000005648	\$9,765,734,318.06	1.000241	26	99
7/19/2020	0.2062%	0.000005648	\$9,765,734,318.06	1.000241	26	99
7/20/2020	0.2043%	0.000005596	\$9,863,034,188.33	1.000226	25	98
7/21/2020	0.1994%	0.000005463	\$10,016,532,987.38	1.000229	27	98
7/22/2020	0.1970%	0.000005397	\$10,028,020,784.41	1.000219	27	97
7/23/2020	0.1960%	0.000005371	\$10,012,503,139.47	1.000216	27	99
7/24/2020	0.1925%	0.000005274	\$10,081,929,501.10	1.000215	25	96
7/25/2020	0.1925%	0.000005274	\$10,081,929,501.10	1.000215	25	96
7/26/2020	0.1925%	0.000005274	\$10,081,929,501.10	1.000215	25	96
7/27/2020	0.1940%	0.000005314	\$10,150,630,779.22	1.000215	26	96
7/28/2020	0.1926%	0.000005277	\$10,129,805,142.67	1.000209	26	95
7/29/2020	0.1907%	0.000005226	\$10,069,172,457.21	1.000206	26	95
7/30/2020	0.1891%	0.000005182	\$10,072,500,569.44	1.000207	26	94
7/31/2020	0.1780%	0.000004877	\$10,009,983,894.25	1.000209	25	92
20						
Average	0.2003%	0.000005488	\$9,866,140,271.63		27	101



(continued from page 1)

While this confirms the largest decline in GDP since the Second World War, investors have been more focused on the recovery in some of the economic data since April. US retail sales have rebounded by 27% since their low in April and are just 1% below their peak in January of this year. Small business revenue has partly recovered, but still remains around 20% below pre-Covid levels. The labor market recovery is also showing some signs of stalling. Initial jobless claims remain high and are no longer falling. July’s consumer confidence reading also fell. Second-quarter earnings season are underway, with expectations of roughly a 45% year-on-year decline. So far, with over 55% of companies having reported, earnings have come in a little stronger than expected. The S&P 500 rallied 5.6% over the month.

Outlook

Given the high uncertainty around the outlook for the virus and a vaccine, and the increasing focus on whether the relaxation of lockdown measures will lead to second waves; we anticipate further periods of volatility as the long-term scarring to the economy and importantly the labor market become better understood.

The policy response to Covid-19 from central banks and governments has been swift and sizeable and helped lift markets. However, a full economic recovery can only take place if rising activity doesn’t also lead to rising infections. It appears progress is being made towards a potential vaccine, but it is too early to sound the all clear just yet.

That said, the focus has shifted to the recovery which will bring those bouts of volatility as previously stated because this recovery will be long and complicated as we sift through the wreckage brought about by COVID-19. It is estimated that global GDP will contract by close to 4% in 2020 so, for short term fixed income investors, the theme is lower for longer.

This information is an excerpt from an economic report dated July 2020 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

TEXSTAR BOARD MEMBERS

William Chapman	Central Texas Regional Mobility Authority	Governing Board President
Nell Lange	City of Frisco	Governing Board Vice President
Eric Cannon	City of Allen	Governing Board Treasurer
David Medanich	Hilltop Securities	Governing Board Secretary
Jennifer Novak	J.P. Morgan Asset Management	Governing Board Asst. Sec./Treas
Monte Mercer	North Central TX Council of Government	Advisory Board
Becky Brooks	City of Grand Prairie	Advisory Board
Nicole Conley	Austin ISD	Advisory Board
David Pate	Richardson ISD	Advisory Board
James Mauldin	DFW Airport/Non-Participant	Advisory Board
Sandra Newby	Tarrant Regional Water Dist/Non-Participant	Advisory Board
Ron Whitehead	Qualified Non-Participant	Advisory Board

The material provided to TexSTAR from J.P. Morgan Asset Management, Inc., the investment manager of the TexSTAR pool, is for informational and educational purposes only, as of the date of writing and may change at any time based on market or other conditions and may not come to pass. While we believe the information presented is reliable, we cannot guarantee its accuracy. HilltopSecurities is a wholly owned subsidiary of Hilltop Holdings, Inc. (NYSE: HTH) located at 1201 Elm Street, Suite 3500, Dallas, Texas 75270, (214) 859-1800. Member NYSE/FINRA/SIPC. Past performance is no guarantee of future results. Investment Management Services are offered through J.P. Morgan Asset Management Inc. and/or its affiliates. Marketing and Enrollment duties are offered through HilltopSecurities and/or its affiliates. HilltopSecurities and J.P. Morgan Asset Management Inc. are separate entities.



**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 20-051

**AWARDING CONTRACTS TO FIRMS QUALIFIED TO PERFORM
TRAFFIC AND REVENUE ENGINEERING SERVICES**

WHEREAS, the Central Texas Regional Mobility Authority (Mobility Authority) has an ongoing need for traffic and revenue engineering services on its existing toll projects and to develop new toll projects; and

WHEREAS, in order to ensure the Mobility Authority has access to professional traffic and revenue engineering services, the Executive Director issued a Request for Qualifications (RFQ) for traffic and revenue engineering services on July 21, 2020; and

WHEREAS, the Mobility Authority received timely responses to the RFQ from C&M Associates, Inc. (C&M), CDM Smith Inc. (CDM smith) and Stantec Consulting Services, Inc. (Stantec); and

WHEREAS, an Evaluation Committee comprised of the Mobility Authority's Deputy Executive Director, Chief Financial Officer, Controller, Director of Engineering, and an outside financial adviser evaluated the responses based on the criteria set forth in the RFQ and recommended that the Mobility Authority should attempt to negotiate agreements with all three of the responding firms; and

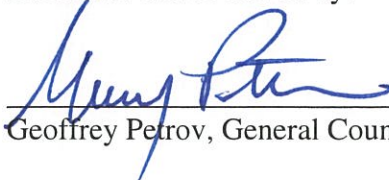
WHEREAS, after reviewing the recommendation of the Evaluation Committee, the Executive Director requests that the Board to authorize him to negotiate separate contracts for traffic and revenue engineering services with C&M, CDM Smith and Stantec; and

NOW THEREFORE, BE IT RESOLVED that the Board hereby authorizes the Executive Director to negotiate separate contracts for traffic and revenue engineering services with C&M Associates Inc., CDM Smith Inc., and Stantec Consulting Services, Inc.; and

BE IT FURTHER RESOLVED that once each agreement is reached, the Executive Director shall present that proposed contract to the Board for its approval.

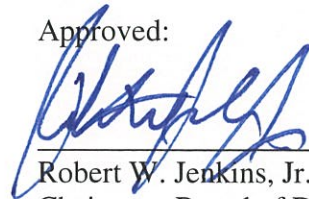
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of August 2020.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



Robert W. Jenkins, Jr.
Chairman, Board of Directors

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 20-052

**PROHIBITING THE OPERATION OF CERTAIN MOTOR VEHICLES
ON MOBILITY AUTHORITY TOLL FACILITIES PURSUANT TO
THE HABITUAL VIOLATOR PROGRAM**

WHEREAS, Transportation Code, Chapter 372, Subchapter C, authorizes toll project entities, including the Central Texas Regional Mobility Authority (Mobility Authority), to exercise various remedies against certain motorists with unpaid toll violations; and

WHEREAS, Transportation Code §372.106 provides that a “habitual violator” is a registered owner of a vehicle who a toll project entity determines:

- (1) was issued at least two written notices of nonpayment that contained:
 - (A) in the aggregate, 100 or more events of nonpayment within a period of one year, not including events of nonpayment for which: (i) the registered owner has provided to the toll project entity information establishing that the vehicle was subject to a lease at the time of nonpayment, as provided by applicable toll project entity law; or (ii) a defense of theft at the time of the nonpayment has been established as provided by applicable toll project entity law; and
 - (B) a warning that the failure to pay the amounts specified in the notices may result in the toll project entity’s exercise of habitual violator remedies; and
- (2) has not paid in full the total amount due for tolls and administrative fees under those notices; and

WHEREAS, the Mobility Authority previously determined that the individuals listed in Exhibit A are habitual violators, and these determinations are now considered final in accordance with Transportation Code, Chapter 372, Subchapter C; and

WHEREAS, Transportation Code §372.109 provides that a final determination that a person is a habitual violator remains in effect until (1) the total amount due for the person’s tolls and administrative fees is paid; or (2) the toll project entity, in its sole discretion, determines that the amount has been otherwise addressed; and

WHEREAS, Transportation Code §372.110 provides that a toll project entity, by order of its governing body, may prohibit the operation of a motor vehicle on a toll project of the entity if:
(1) the registered owner of the vehicle has been finally determined to be a habitual violator; and

(2) the toll project entity has provided notice of the prohibition order to the registered owner; and

WHEREAS, the Executive Director recommends that the Board prohibit the operation of the motor vehicles listed in Exhibit A on the Mobility Authority's toll roads, including (1) 183A Toll; (2) 290 Toll; (3) 71 Toll; (4) MoPac Express Lanes; (5) 45 SW Toll; and (6) 183S Toll.

NOW THEREFORE, BE IT RESOLVED that the motor vehicles listed in Exhibit A are prohibited from operation on the Mobility Authority's toll roads, effective August 26, 2020; and

BE IT FURTHER RESOLVED that the Mobility Authority shall provide notice of this resolution to the individuals listed in Exhibit A, as required by Transportation Code §372.110; and

BE IT IS FURTHER RESOLVED that the prohibition shall remain in effect for the motor vehicles listed in Exhibit A until the respective habitual violator determinations are terminated, as provided by Transportation Code §372.110.

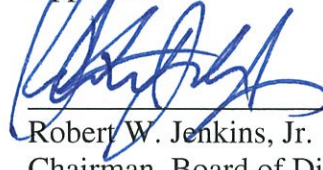
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of August 2020.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



Robert W. Jenkins, Jr.
Chairman, Board of Directors

Exhibit A



CTRMA Prohibited Vehicles

#	NAME	COUNTY	ZIP CODE	LP	STATE	TOLLS
1	JESSICA RACHEL URANGA	TRAVIS	78613	STNG2	TX	287
2	RICHARD TARBERT	N/A	N/A	R1CON	TX	189
3	CENTRAL PONY EXPRESS IND	COMAL	78130	R244304	TX	156
4	GRANITE TRUCKING INC	BURNET	78654	R348602	TX	149
5	ERIC GUTIERREZ	GAINES	79360	R384163	TX	117
6	4STAR LOGISTICS LLC	HAYS	78610	R386574	TX	140
7	TEXAS HIGHWAY HAULERS LLC	TRAVIS	78746	R416087	TX	173
8	BRADLEY MICHAEL JOHNSON	N/A	N/A	R425753	TX	109
9	TSP TRANSPORT & EQUIPMENT LLC	TRAVIS	78644	R433079	TX	319
10	MELYSSA YOUNG	N/A	N/A	R92HYP	TX	1059
11	ALVIN CANTON	N/A	N/A	RA3W9U	TX	118
12	JOSHUA S GREGORY RACHEL ELISABETH GREGORY	TRAVIS	78748	RACHL	TX	387
13	MIA A WHITTINGTON	N/A	N/A	RAF8639	TX	235
14	MICHAEL ANTHONY PENA	TRAVIS	78735	RAIS3D	TX	208
15	MICHELLE LINDA AGUILAR GWENDOLYN DESHON DE LEON	WILLIAMSON	78602	RBABY0	TX	406
16	VOLANDA PARKS	NAVARRO	75110	RCY502	TX	217
17	JAQUITA ONEAL	N/A	N/A	RDL3859	TX	161
18	RONALD JAMES STONE	WILLIAMSON	78641	RJSENT	TX	676
19	JAKE HAYWARD JR JOCELYN C COUSIN	WILLIAMSON	78634	RLP313	TX	298
20	KEVIN DARNELL ADAMS	WILLIAMSON	78613	RNATION	TX	496
21	DEROSHEA DAVIS	N/A	N/A	RPB9417	TX	741
22	KEINA JENKINS	N/A	N/A	RQK7178	TX	934
23	JASON PATTEN	N/A	N/A	RQZ2716	TX	455
24	JAMES WILLIAMS	N/A	N/A	RSS5968	TX	624
25	FRANCISCO DIAZ RAMIREZ	BASTROP	78621	RTP836	TX	825
26	RAIF HARRISON CASTELLO JAMES GREGORY CASTELLO	TRAVIS	78653	RUNNINC	TX	136
27	JEAN W YECHANIK TAJIRIAN	TRAVIS	78727	RYAN5	TX	126
28	PEDRO EUFRACIO	HIDALGO	78557	RYZ682	TX	467
29	JOEL SALINAS DEANDRE DESHAWN BILLS	WILLIAMSON	78641	SALINAS	TX	491



CTRMA Prohibited Vehicles

30	VANESSA SILAS	TRAVIS	78754	SILAS	TX	604
31	FALLAH ALBOKHAMIS	WILLIAMSON	78641	SINAA	TX	413
32	SKYLUR DAVID LANDRY	WILLIAMSON	78664	SKYLAN	TX	263
33	ALBERT LLOYD SLEDGE	WILLIAMSON	78641	SLED6E	TX	614
34	CARL E SLEDGE	TARRANT	76014	SLEDGE	TX	2556
35	RICARDO NORMAN ARTIS	WILLIAMSON	78641	SLIM88	TX	1387
36	DAVID S BRIDGES	N/A	N/A	SPA2749	TX	607
37	OSCAR MORENO	TRAVIS	78617	SRPAPI	TX	1078
38	DAVID RUSSELL CRUZ	TRAVIS	78653	SSG3K	TX	756
39	SUZANN ADELE CAMPBELL	WILLIAMSON	78642	SSJ604	TX	198
40	SUSAN MARIE HONNING	WILLIAMSON	78664	STAGED	TX	177
41	ESTANISLAO A RAMOS JR	WILLIAMSON	78634	STNDMAN	WA	220
42	TRUMAN EARL OLIVER	WILLIAMSON	76574	SUBB	TX	2474
43	ETHAN SAMIR MAZKOUR	TRAVIS	78613	T0136J	TX	177
44	TRANSCO LIVERY SERVICES INC.	TRAVIS	78617	T05316	TX	703
45	DONOVAN NEAL KOKEL	TRAVIS	78754	T1123H	TX	212
46	KATHERINE JONES	TRAVIS	78691	T1138H	TX	306
47	DARIUS SPEARS	TRAVIS	78724	T1304K	TX	415
48	TYRONE LAMOUNT BATTS	TRAVIS	78653	T1316K	TX	450
49	ROBERTS TOWING	TRAVIS	78741	T1327H	TX	740
50	RICARDO ESQUIVEL AGUILAR	TRAVIS	78653	T1374H	TX	754
51	OASIS TOWING LLC	TRAVIS	78756	T1901K	TX	145
52	THUNDER VALLEY VENTURE, LLC'S	BASTROP	78602	T1931K	TX	150
53	GABRIEL TORRES	TRAVIS	78745	T3219J	TX	168
54	A&A WRECKER AND RECOVERY L.L.C.	TRAVIS	78722	T3772J	TX	877
55	RONALD THOMAS ASHBY JR SRS TRANSPORT & TOWING	WILLIAMSON	78664	T3773J	TX	185
56	IRVINE LAMONT ALSTON	HARRIS	78758	T3775J	TX	144
57	REDMOND INDUSTRIES INC	TRAVIS	78745	T4942J	TX	559
58	QUICK TOW LLC	TRAVIS	78669	T4945J	TX	169
59	TONY DUSTIN PEREZ DBA DASH RECOVERY	NUECES	78413	T5471J	TX	360



CTRMA Prohibited Vehicles

60	BEDROC ROADSIDE ASSISTANCE INC	WILLIAMSON	78634	T5751F	TX	366
61	RODNEY ALBERT WILLIAMS	WILLIAMSON	78634	T5754F	TX	556
62	RTX TOWING LLC	WILLIAMSON	78664	T5755F	TX	252
63	WALDEN WRECKER LLC	WILLIAMSON	78642	T6218E	TX	355
64	CE CEDAR PARK WRECKER SERVICE LLC	WILLIAMSON	78630	T6219E	TX	407
65	LAMONT AND SONS TOWING LLC	TRAVIS	78724	T6713J	TX	377
66	MARVIN AMADO ARGUETA	TRAVIS	78724	T6765J	TX	126
67	TEXAS HIGHWAY HAULERS LLC	TRAVIS	78746	R317545	TX	84
68	CE CEDAR PARK WRECKER SERVICE INC	WILLIAMSON	78641	T2981C	TX	67
69	ABBA UNLIMITED LLC	WILLIAMSON	78641	KPW2837	TX	1446
70	AMERICAN HOME & COMMERCIAL SERVICE, LLC	WILLIAMSON	78642	DNC1524	TX	1065
71	ATX MOVERS, LLC	WILLIAMSON	78664	JYP7670	TX	405
72	BELL CASINIUR	N/A	N/A	LYU149	TX	633
73	C E CEDAR PARK WRECKER SERVICE, INC	WILLIAMSON	78641	T7466J	TX	731
74	CENTRAL FREIGHT LINES	N/A	N/A	2VQ755	TX	513
75	CENTRAL FREIGHT LINES	N/A	N/A	2WM743	TX	534
76	CENTRAL FREIGHT LINES	N/A	N/A	3BG798	TX	606
77	CHAVEZ LANDSCAPING LLC	TRAVIS	78724	LXT5668	TX	569
78	CLATTENBUG ENTERPRISE, INC	TRAVIS	78704	GNB8594	TX	467
79	DECORA DESIGNS, LLC	WILLIAMSON	78641	LDZ3997	TX	1096
80	DIRT EQUIPMENT AND AUTO LLC	TRAVIS	78741	KXD3252	TX	719
81	DUMP-N-GO LLC	BASTROP	78602	1M62729	TX	837
82	DUMP-N-GO LLC	BASTROP	78602	FXJ4764	TX	592
83	D WEST TRUCKING INC	JOHNSON	76044	1L52809	TX	253
84	EMPIRE COUNTERTOPS LLC	DENTON	76258	LFT4736	TX	544
85	GRANITE TRUCKING INC	BURNET	78654	R348658	TX	240
86	HKD ENTERPRISES, INC	TRAVIS	78660	HWV6402	TX	1221
87	HKD ENTERPRISES, INC	TRAVIS	78660	KYP7201	TX	1239
88	HKD ENTERPRISES, INC	TRAVIS	78660	DLG3754	TX	967
89	HKD ENTERPRISES, INC	TRAVIS	78660	FZL0814	TX	1000



CTRMA Prohibited Vehicles

90	HKD ENTERPRISES, INC	TRAVIS	78660	KVS3074	TX	1097
91	INTELLIGENT AIR SERVICES LLC	WILLIAMSON	78756	JVN3670	TX	1189
92	INTELLIGENT AIR SERVICES LLC	WILLIAMSON	78729	KFT7411	TX	1360
93	JB ASPHALT PAVING & GRADING LLC	HAYS	78709	GYZ1331	TX	456
94	S LAWRENCE POST DBA SEDANS INC	TRAVIS	78728	GKY8532	TX	839
95	LEO'S DELIVERY LLC	TRAVIS	78753	1M57233	TX	380
96	LOREDO TRUSS COMPANY INC	TRAVIS	78714	1L82625	TX	345
97	LOTX LLC	WILLIAMSON	78634	1L07082	TX	663
98	MARIO L CARLIN MGMT. LLC	WILLIAMSON	78683	HTL0306	TX	401
99	MH UNDERGROUND, LLC	WILLIAMSON	78641	KYT7762	TX	977
100	MICHAEL VINCENT GALVAN JUDITH ZELEDON MCGARRAHAN	CALDWELL	78744	KSC9505	TX	318
101	MLD SERVICES LLC	WILLIAMSON	78641	LDZ0984	TX	1063
102	PHC CONSTRUCTION INC PATRICIO HERNANDEZ JR	WILLIAMSON	78633	KJF6947	TX	797
103	PREMIER APPLIANCE SERVICE LLC	KAUFMAN	75126	JFV1992	TX	644
104	PREMIUM CUTS LAWN & MAINTENANCE INC	TRAVIS	78708	JYD3576	TX	341
105	PRINCESS DANYELL JONES	WILLIAMSON	78729	KGV8020	TX	745
106	ROD PLUMBING, INC	WILLIAMSON	76574	LJZ1095	TX	994
107	RONALD W QUIROA RBR TRUCKING INC	BURNET	78628	1M39165	TX	561
108	RUBBISH INC LLC	TRAVIS	78748	HKV3704	TX	1955
109	RYDER	N/A	N/A	2795209	TX	234
110	RYDER TRUCK RENTAL LT 658556	DENTON	76177	109H38	TX	1492
111	SNL GLOBAL SOLUTION LLC	TRAVIS	78653	1L44971	TX	234
112	SOUTH LAMAR TIRE AND AUTOMOTIVE INC	WILLIAMSON	78633	KJF3999	TX	2443
113	SRT TOWING LLC	WILLIAMSON	78642	KLD6825	TX	947
114	STUCCO USA INC	TRAVIS	78728	LRH6712	TX	537
115	TEXAS STATE UTILITIES INC	TARRANT	76140	KKZ2249	TX	503
116	AUSTIN BEUTTLER	WILLIAMSON	78613	GKB3791	TX	641
117	DAGOBERTO ALEJANDROMONTANO SENA	TRAVIS	78653	KSD2357	TX	1381
118	KAYLA LYNN LITTLEPAGE	BURNET	78605	CZ5V030	TX	413
119	CAROLINE YVONNE SANCHEZ	WILLIAMSON	78642	GSM4825	TX	1039



CTRMA Prohibited Vehicles

120	JULIA ANNE JACOBS	WILLIAMSON	78613	LVK5858	TX	532
121	JAMES H HARRIS II	TRAVIS	78729	LBK9277	TX	1040
122	JOHN EVAN AVERY	TRAVIS	78660	LBB4084	TX	1344
123	LAQUETTA G WASHINGTON	WILLIAMSON	78665	GLD4927	TX	231
124	CARLOS VEGA JR	SAN PATRICIO	78390	HJY2412	TX	1366
125	BRYAN LEE ZUBERBUELER	HAYS	78666	JCG1804	TX	784
126	DARRYL SHAROD ROBERTS	TRAVIS	78754	KBZ2326	TX	2109
127	MARY ROCHELLE STEPHENS	WILLIAMSON	78613	LCX9912	TX	1595
128	HB & M DRILLING	MIDLAND	78706	LJV9230	TX	1427
129	JERRY J MARTIN	TRAVIS	78758	LNK3953	TX	1253
130	JASON ALAN BELKELIZABETH LYNN COOPER	WILLIAMSON	78641	LCY0187	TX	1138
131	TOINETTE DUBOSE	TRAVIS	78653	KWR8273	TX	1407
132	MONICA A GOMEZROGELIO DIAZ-PADRON	WILLIAMSON	78613	BJ84905	TX	1142
133	KARIS STONER	WILLIAMSON	76527	HZJ6184	TX	1463
134	BRITTANY MICHELLE BOBSTANDREW DALE BOBST	WILLIAMSON	78641	LCC2890	TX	1611
135	SHARON JANE EDGAR	TRAVIS	78725	LXT3322	TX	1307
136	RODNEY EUGENE LEE	TRAVIS	78752	KJF4044	TX	893
137	TIJUANA BRYAN ERVIN	TRAVIS	78653	LBV6157	TX	1970
138	JASON RICHARD BLEVINS	CORYELL	76522	KVP6074	TX	1274
139	DAYN MICHAEL HYATT	WILLIAMSON	78641	KDC8733	TX	1258
140	PRISCILLA JUAREZ	TRAVIS	78721	FYD1146	TX	1523
141	PRECIOUS LEE WILLIAMS	TRAVIS	78653	MHC4226	TX	2203
142	GLEN LDON SHIPMAN JR	TRAVIS	78641	KJF7001	TX	959
143	JOEL TRAVIS MEADOWSKAROLYN GAYLE MEADOWS	WILLIAMSON	78613	GBC6529	TX	890
144	ANGELA DARLEEN MONCADAERIC ANTHONY AGUILAR	TRAVIS	78653	KST0682	TX	1599
145	GEORGE MARSH JR	TRAVIS	78747	LKB5303	TX	135
146	CHERYSE PHILLIPSMICHAEL LARTIGUE	WILLIAMSON	78641	DW8J231	TX	1079
147	RODNEY WAYNE HRACHOVYLISA JO HRACHOVY	WILLIAMSON	78641	LMV4042	TX	1266
148	MARGARET PALMER CLARK	WILLIAMSON	78641	GYW3529	TX	894
149	SUNDAY D SAMUEL	TRAVIS	78653	LXF4273	TX	1652



CTRMA Prohibited Vehicles

150	MARY ANTOINETTE SANTITERESA MARY SANTI	WILLIAMSON	78633	LBG9092	TX	313
151	GEORGE ANTHONY WALKER JR	TRAVIS	78617	MKG3013	TX	1328
152	ALEX JAMES HENDERSON	TRAVIS	78759	KVM0283	TX	1146
153	CALVIN SHEPARD	TRAVIS	78726	LGV3717	TX	1724
154	KAILEY RENEE WARDENADAM WARDEN	BURNET	78605	KLV4224	TX	1439
155	AMANDA JO BEARDSTEPHEN BARRETT BEARD	WILLIAMSON	78641	MGY7525	TX	1018
156	ASHLEY C FORD	TRAVIS	78664	GWV3660	TX	317
157	ASTRIUS RENAE BELL	WILLIAMSON	78664	LPW3698	TX	241
158	EUGENE S SWARTZ	WILLIAMSON	78641	FVW8817	TX	722
159	REBECCA RUTH CLEEVES	WILLIAMSON	78641	MDP0269	TX	1094
160	EVONNE ROXANNE JONES	BELL	76549	GYV3119	TX	931
161	JOHN PAUL LUKE	BURNET	78611	GCR2104	TX	1219
162	EVAN JOSEPH DANIELSON	WILLIAMSON	78641	KNN2655	TX	856
163	SPENCER BLAKE AKSLANDCHRISTIAN G TURRUBIARTES	TRAVIS	78747	LXN6738	TX	2569
164	ADRIAN GABIER ALARCON	BASTROP	78602	LRH8930	TX	1438
165	NICHOLAS EDWARD COTTINGHAM	WILLIAMSON	78642	LXY0464	TX	1219

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 20-053

**APPROVING A CONTRACT FOR GENERAL SYSTEMS CONSULTING SERVICES
WITH FAGAN CONSULTING LLC FOR GENERAL
SYSTEMS CONSULTANT SERVICES**

WHEREAS, by Resolution No. 20-045, dated July 29, 2020, the Board of Directors authorized the Executive Director to negotiate a contract with Fagan Consulting LLC for general systems consultant services and directed him to present the proposed contract to the Board of Directors for its approval; and

WHEREAS, the Executive Director and Fagan have negotiated a contract for general systems consultant services which is attached hereto as Exhibit A and sets forth the scope of services, compensation and other terms; and

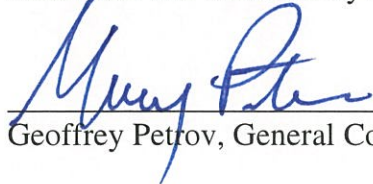
WHEREAS, the Executive Director recommends that the Board approve the contract for general systems consultant services in the form or substantially the same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves the contract with Fagan Consulting LLC for general systems consulting services; and

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized to finalize and execute the contract with Fagan Consulting LLC on behalf of the Mobility Authority in the form or substantially the same form attached hereto as Exhibit A.

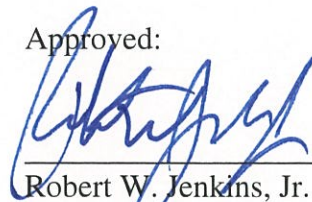
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of August 2020.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



Robert W. Jenkins, Jr.
Chairman, Board of Directors

Exhibit A

**AGREEMENT FOR
GENERAL SYSTEMS CONSULTANT SERVICES**

This Agreement for General Systems Consultant Services (“Agreement”) is made and entered into by and between the Central Texas Regional Mobility Authority (“Mobility Authority”), a regional mobility authority and a political subdivision of the State of Texas, and Fagan Consulting, LLC, a limited liability company (the “Consultant”), to be effective the 1st day of September, 2020 (the “Effective Date”). Mobility Authority and Consultant may be referred to collectively in this Agreement as the “parties,” and individually as a “party.”

WITNESSETH:

WHEREAS, pursuant to a Request for Qualifications dated May 29, 2020 (the “RFQ”), the Mobility Authority sought to identify and obtain the services of a qualified firm to provide general systems consultant services for the Mobility Authority at a reasonable cost; and

WHEREAS, four (4) firms submitted responses setting forth their respective qualifications and proposed compensation for the work; and

WHEREAS, the Mobility Authority’s Board of Directors (“Board”) selected Consultant as firm providing the best value for the provision of the general systems consultant services; and

WHEREAS, this Agreement has been negotiated and finalized between the parties whereby services will be provided by the Consultant and compensation will be paid by the Mobility Authority pursuant to the terms hereof.

NOW, THEREFORE, in consideration of the benefits received and realized by the respective parties hereto, the parties do hereby agree as follows:

ARTICLE 1: CONSULTANT’S SERVICES

The Mobility Authority hereby retains the Consultant as an independent contractor to provide general systems consulting services to the Mobility Authority under the terms established by this Agreement. The specific services to be provided by Consultant are described in detail in Exhibit “A”, attached and incorporated into this Agreement as if fully set forth herein (the “Services”).

ARTICLE 2: COMPENSATION

A. Services on an As-Needed Basis; Maximum Compensation Payable. The Mobility Authority may request that the Consultant perform specific Services on an as-needed and as-requested basis by approving Letter Agreements under this Agreement. No representation or assurance has been made by or on behalf of the Mobility Authority to the Consultant that a minimum amount of compensation will be paid to the Consultant during the term of this Agreement. The maximum annual amount of compensation the Mobility Authority may pay Consultant under this Agreement shall not exceed the amount approved in an annual budget for the period of July 1st through June 30th (the “Budget Year Period”) for that year without approval of the Board.

B. Letter Agreements. Consultant shall provide its Services at the request of the Mobility Authority pursuant to a separate Letter Agreement signed by the Mobility Authority and the Consultant. Consultant’s Services under a Letter Agreement shall be assigned and documented in a manner appropriate for the size and complexity of the specific tasks, and shall be in accordance with the scope, schedule, and budget set forth in each Letter Agreement. The standard form of Letter Agreement is attached as Exhibit “B”. The standard form of Letter Agreement may be modified during the term of this Agreement upon the reasonable request of either party and agreement of both parties or at the sole discretion of the Mobility Authority. Upon written directive from the Mobility Authority (which may occur via electronic mail), the Consultant shall prepare a Letter Agreement for a specific task and shall submit the Letter Agreement for the Mobility Authority’s approval. No work shall begin on the activity until the Letter Agreement is approved and signed by both parties. Compensation for Services provided under a Letter Agreement will be calculated using the hourly billing rates detailed in subsection C below, in an amount not to exceed the maximum compensation established in the Letter Agreement. Costs associated with work performed on each Letter Agreement will be tracked and billed to the Mobility Authority separately from other work performed by the Consultant. Consultant shall provide a monthly invoice to the Mobility Authority to include a progress summary of the work performed during the previous month on each ongoing Letter Agreement.

C. Compensation. Subject to the terms of a Letter Agreement issued pursuant to subsection B above, the Mobility Authority agrees to pay, and the Consultant agrees to accept as full and sufficient payment for its Services, compensation calculated on a per-hour basis using the hourly billing rates for Consultant’s staff providing the Services, as follows:

Key Personnel	Hourly Billing Rate
Sharon Adair	\$105.00
Amy Bishop	\$184.00
Bill Brownsberger	\$208.00
Steve Doolin	\$208.00
Ron Fagan	\$208.00
Geoff Ford	\$185.00
Raj Gore	\$185.00
Drew Lindsay	\$184.00
Claudio Ochipinti	\$185.00
Christopher Peters	\$185.00
Bob Redding	\$205.00
Jason Rhodes	\$185.00
Jeff Saurenmann	\$185.00
Cori Sutherland	\$160.00
Chris Tull	\$156.00
Michael Wingfield	\$185.00
Eric Jerman (Ciber)	\$198.00
A/V Reviewer	\$49.50
Barb Jewell (MBI)	\$165.00
Robin Carty (MBI)	\$132.00
Courtney Powell (ACE)	\$193.60
Laine Powell (ACE)	\$188.10

Jerome Williams (ACE)	\$181.50
Bernard Staco (ACE)	\$181.50
Richard Almario (ACE)	\$133.10
Sonu Thummer (ACE)	\$125.40
Shane Owens (ACE)	\$242.00
Clive Ricketts (ACE)	\$242.00
Theo Briscoe (ACE)	\$200.20
Neil Alvanzo (ACE)	\$242.00
David Kovel (ACE)	\$242.00
James Moore (ACE)	\$181.50
Paul Reid (ACE)	\$133.10

With the prior written consent of the Mobility Authority, each hourly billing rate established above may be revised on January 1, 2022, and on January 1 of each year thereafter by multiplying the then-current hourly billing rate by the Hourly Rate Percentage Adjustment described below and applying the adjusted hourly rate to time billed on and after the January 1 annual revision date. The Hourly Rate Percentage Adjustment shall not exceed 5% for any given billing rate revision.

The “Hourly Rate Percentage Adjustment” shall mean a positive or negative percentage amount calculated by the following formula:

$$(CPI_t - CPI_{t-12}) / CPI_{t-12}$$

In this formula, “CPI_t” means the most recently published non-revised index of Consumer Prices for All Urban Consumers (CPI-U) before seasonal adjustment (the “CPI”), as published by the Bureau of Labor Statistics of the U.S. Department of Labor (“BLS”) prior to the January 1 date for which a calculation is being made. The CPI is published monthly and the CPI for a particular month is generally released and published during the following month. The CPI is a measure of the average change in consumer prices over time for a fixed market basket of goods and services, including food, clothing, shelter, fuels, transportation, charges for doctors’ and dentists’ services, and drugs. In calculating the index, price changes for the various items are averaged together with weights that represent their importance in the spending of urban households in the United States. The contents of the market basket of goods and services and the weights assigned to the various items are updated periodically by the BLS to take into account changes in consumer expenditure patterns. The CPI is expressed in relative terms in relation to a time base reference period for which the level is set at 100.0. The base reference period for the CPI is the 1982-1984 average. “CPI_{t-12}” means the CPI published by the BLS 12 months prior to the CPI used to determine CPI_t, or on the date closest to 12 months prior to the CPI used to determine CPI_t. If the CPI is discontinued or substantially altered, as determined in the sole discretion of the Mobility Authority, the Mobility Authority will determine an appropriate substitute index or, if no such substitute index is able to be determined, the parties may agree to an alternative method of adjusting hourly billing rates by a written amendment to this subsection signed by both parties.

Payment for time spent to provide the Services, billed at the hourly billing rates, together with any reimbursable expenses authorized under this Agreement, shall constitute full payment for all Services, liaisons, products, materials, equipment, and expenses required to deliver the Services.

D. Reimbursable Expenses. The hourly billing rates agreed under subsection C above include anticipated direct expenses and overhead resulting from the Consultant’s performance under this

Agreement. Notwithstanding the foregoing, the Consultant shall be entitled to reimbursement for reasonable out-of-pocket expenses actually incurred by the Consultant that are necessary for the performance of its duties under this Agreement and which are not included in the hourly billing rates under subsection C, said expenses being limited to travel costs, printing costs, automobile expenses being reimbursed at the federal mileage rates for travel originating from the office of the Consultant, and other expenses, provided that in order to be reimbursable the incurrence of such expenses must have been approved in advance and in writing, by the Executive Director..

E. Non-Compensable Time. Time spent by the Consultant's employees or subconsultants to perform Services or functions capable of being carried out by other, subordinate personnel with a lower hourly rate shall be billed at a rate equivalent to that of the applicable qualified subordinate personnel. Time spent by the Consultant's personnel or subconsultants in an administrative or supervisory capacity not related to the performance of the Services is not be compensable and shall not be billed to the Mobility Authority. Time spent on work that is in excess of what would reasonably be considered appropriate for the performance of such Services is not compensable. No compensation is payable for Consultant's or subconsultants' Services or deliverables required due in any way to the error, omission, or fault of the Consultant, its employees, agents, subconsultants, or contractors.

E. Invoices and Records. The Consultant shall submit its monthly invoices certifying the fees charged (and any reimbursable expense authorized under subsection D above) for Services provided under each active Letter Agreement during the previous month, and shall also present a reconciliation of monthly invoices and Letter Agreements (and related estimates) to which the work relates. Each invoice shall also include a summary of the aggregate total that Consultant has invoiced the Mobility Authority for the current Budget Year for all work authorized and performed pursuant to a validly issued Letter Agreement. Invoices shall be in such detail as is required by the Mobility Authority and, if the work is eligible for payment through a financial assistance agreement with the Texas Department of Transportation ("TxDOT"), in such detail as required by TxDOT, including a breakdown of Services provided on a project-by-project basis and/or pursuant to specified Letter Agreements, together with other Services requested by the Mobility Authority. Upon request of the Mobility Authority, the Consultant shall also submit certified time and expense records and copies of invoices that support the invoiced fees and expense figures. All invoices must be consistent with the rates established by this Article. Unless waived in writing by the Executive Director, no invoice may contain, and the Mobility Authority will not be required to pay, any charge which is more than three months old at the time of invoicing. All books and records relating to the Consultant's or subconsultants' time, authorized reimbursable out-of-pocket expenses, materials, or other services or deliverables invoiced to the Mobility Authority under this Agreement shall be made available during the Consultant's normal business hours to the Mobility Authority and its representatives for review, copying, and auditing throughout the term of this Agreement and, after completion of the work, for four (4) years, or such period as is required by Texas law, whichever is longer.

F. Effect of Payments. No payment by the Mobility Authority shall relieve the Consultant of its obligation to deliver timely the Services required under this Agreement. If after approving or paying for any Service, product or other deliverable, the Mobility Authority determines that said Service, product or deliverable does not satisfy the requirements of this Agreement, the Mobility Authority may reject same and, if the Consultant fails to correct or cure same within a reasonable period of time and at no additional cost to the Mobility Authority, the Consultant shall return any compensation received therefore. In addition to all other rights provided in this Agreement, the Mobility Authority shall have the right to set off any amounts owed by the Consultant pursuant to the terms of this Agreement by providing the Consultant notice before the set off.

G. Time and Place of Payment. Payments of undisputed amounts under this Agreement will be made by the Mobility Authority within thirty (30) days after receipt of the monthly invoice therefore, together with suitable supporting information, provided that if the payment is one eligible for reimbursement to the Mobility Authority from TxDOT, payment will be made within fifteen (15) business days of receipt by the Mobility Authority of the TxDOT payment. If the Mobility Authority disputes a request for payment by Consultant, the Mobility Authority agrees to pay any undisputed portion of the invoice when due.

H. Taxes. All payments to be made by the Mobility Authority to the Consultant pursuant to this Agreement are inclusive of federal, state, or other taxes, if any, however designated, levied, or based. The Mobility Authority acknowledges and represents that it is a tax-exempt entity under Sections 151.309, et seq., of the Texas Tax Code. Title to any consumable items purchased by the Consultant in performing this Agreement shall be deemed to have passed to the Mobility Authority at the time the Consultant takes possession or earlier, and such consumable items shall immediately be marked, labeled, or physically identified as the property of the Mobility Authority, to the extent practicable.

I. Most Favored Customer. The Consultant shall voluntarily and promptly disclose to the Mobility Authority, and immediately provide the Mobility Authority with, the benefits of any discounted hourly fees and rates offered by the Consultant to any governmental or public entity customer in the State of Texas for comparable services. The Consultant hereby represents to the Mobility Authority, as of the effective date of this Agreement and throughout the term thereof, that except as previously disclosed in writing it has and will have no contract or arrangement with any public entity customer in the State of Texas for comparable services that provides such customer with fees, or rates that are more favorable than those afforded the Mobility Authority under this Agreement. The Consultant shall make available to the Mobility Authority for review, copying, and auditing throughout the term of this Agreement and for four (4) years after the expiration thereof, or such period as is required by Texas law, whichever is longer, all such books and records as shall be necessary for the Mobility Authority or its representatives to determine compliance with this provision.

ARTICLE 3: TERM

The term of this Agreement shall be five (5) years, commencing September 1, 2020, and terminating on August 31, 2025 (the "Expiration Date"), subject to the earlier termination of this Agreement pursuant to Article 4 or Article 5 or further extension upon written agreement of both parties as provided for herein. There may be one (1) two (2) year renewal term following the Expiration Date subject to approval of the Board. In addition to any other termination rights set forth in this Agreement, either party may elect to terminate this Agreement at the conclusion of the third or the fourth year of the term by providing notice to the other party no later than September 1, 2023, or September 1, 2024, respectively. If at any time during the contract term the Consultant cannot provide the requested Services within the time required by the Mobility Authority or for any other reason, the Mobility Authority may, without waiving any other rights it may have under this Agreement, procure the Services from any other source it deems capable of providing those Services.

ARTICLE 4: TERMINATION FOR DEFAULT

The Consultant shall furnish all Services in such a manner and at such times as Mobility Authority may require. Except as provided below, should the Consultant at any time (a) not carry out its obligations under this Agreement or (b) not be providing the Services to be rendered hereunder in an expeditious and efficient manner and in full compliance with this Agreement, or if the Consultant shall fail in any manner to discharge any other of its obligations under this Agreement, the Mobility Authority may,

upon providing the Consultant with not less than thirty (30) days prior written notice and opportunity to cure (provided that in no event shall the cure period be more than thirty (30) days from receipt of the written notice), terminate this Agreement. Such termination shall not constitute a waiver or release by the Mobility Authority of any claims for damages, claims for additional costs incurred by the Mobility Authority to complete and/or correct the work described in this Agreement, or any other claims or actions arising under this Agreement or available at law or equity which it may have against the Consultant for its failure to perform satisfactorily any obligation hereunder, nor shall such termination abrogate or in any way affect the indemnification obligations of the Consultant set forth in Article 15.

Consultant has provided the Mobility Authority with three (3) years of financial statements as part of its Proposal (as defined in Article 19), and has represented that it has experienced positive cash flow during that three (3) year period. Consultant shall have a continuing obligation under this Agreement to notify the Mobility Authority of: (i) any material adverse change in its financial position or the occurrence of any event which may result in an adverse change (such as claims, litigation, etc.); (ii) the failure to maintain a positive cash flow for any fiscal year during the term of this Agreement; or (iii) any event of insolvency or the initiation of any bankruptcy proceeding or other action seeking protection from creditors or claimants during the term of this Agreement. The failure to provide required notification shall be an event of default for which the Mobility Authority may terminate this Agreement without the requirement for notice as set forth in the preceding paragraph.

If the Mobility Authority terminates this Agreement under this Article or Article 5, no fees of any type shall thereafter be paid to the Consultant other than fees due and payable on the termination date for work performed and acceptable to the Mobility Authority, and the Mobility Authority shall have a right to set-off or otherwise recover any damages incurred by reason of the Consultant's breach hereof, together with the right to set-off amounts owed by the Consultant pursuant to Article 15. In determining the amount of any payment owed to the Consultant, the value of the work performed by the Consultant prior to termination shall be no greater than the value that would result by compensating the Consultant in accordance with Article 2 for all Services performed and expenses reimbursable in accordance with this Agreement.

ARTICLE 5: OPTIONAL TERMINATION BY MOBILITY AUTHORITY

A. Generally. The Mobility Authority has the right to terminate this Agreement for any reason at any time by providing thirty (30) days advance notice of its intention to terminate pursuant to this Article and by stating in the notice the "Optional Termination Date." When terminating the Agreement under this section, the Mobility Authority shall enter into a settlement with the Consultant upon an equitable basis as determined by the Mobility Authority, which shall fix the value of the work performed by the Consultant prior to the Optional Termination Date. In determining the value of the work performed, the Mobility Authority shall compensate the Consultant for any reasonable costs or expenses attributable to the exercise of the Mobility Authority's optional termination, including reasonable costs related to developing a transition plan under Article 6; provided, however, that no consideration will be given to anticipated profit which the Consultant might possibly have made on the uncompleted portion of the Services.

B. No Further Rights, Etc. Termination of this Agreement and payment of an amount in settlement as described in this Article shall extinguish all rights, duties, obligations, and liabilities of the Mobility Authority and the Consultant under this Agreement, and this Agreement shall be of no further force and effect (except for those provisions which survive termination of the Agreement, including without limitation Article 15), provided, however, such termination shall not act to release the Consultant from

liability for any previous default either under this Agreement, whether known or unknown at the time of termination, or under any standard of conduct set by common law or statute.

C. No Further Compensation. If the Mobility Authority terminates this Agreement under this Article, no compensation or reimbursement of any type, other than compensation due and payable as of the Optional Termination Date, shall be due or paid to the Consultant, provided that the Mobility Authority shall not waive any right to damages incurred by reason of the Consultant's breach thereof. Consultant shall not receive any compensation for Services performed by the Consultant after the Optional Termination Date, and any such Services performed shall be at the sole risk and expense of the Consultant.

ARTICLE 6: NO WAIVER BY MOBILITY AUTHORITY OF RIGHTS/TRANSITION PLAN

The Mobility Authority's rights and options to terminate this Agreement, as provided in any provision of this Agreement, shall be in addition to, and not in lieu of, any and all rights, actions, options, and privileges otherwise available under law or equity to the Mobility Authority by virtue of this Agreement or otherwise. Failure of the Mobility Authority to exercise any of its said rights, actions, options, and privileges to terminate this Agreement as provided in any provision of this Agreement or otherwise shall not be deemed a waiver of any of said rights, actions, options, or privileges or of any rights, actions, options, or privileges otherwise available under law or equity with respect to any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by common law or statute.

Upon request by the Executive Director, and subject to Article 11, the Consultant shall develop a transition plan to be implemented upon termination of this Agreement for any reason so as to ensure a smooth, efficient, and uninterrupted transition to any successor consultant or subconsultant. The plan shall anticipate the steps necessary to transfer documents, computerized data, plans, work tasks, etc. in possession of or to be provided by the Consultant or its subconsultant(s), as the case may be, and include a schedule of events necessary to complete the transition. The plan should include, but not be limited to, a list of original documents/data being held on behalf of the Mobility Authority by the Consultant or its subconsultants; the manner and form in which information is being held; accessibility to the information; the Consultant's records retention policy and/or plan; and strategy to minimize disruption of Services in the event of the release of a subconsultant. The Consultant shall provide the transition plan to the Executive Director for review and approval no later than thirty (30) days of receipt of the Executive Director's request to develop that plan and shall be updated as necessary to reflect any changes in Consultant activity and the Services being provided.

ARTICLE 7: SUSPENSION OR MODIFICATION OF SERVICES; DELAYS AND DAMAGES

In addition to the foregoing rights and options to terminate this Agreement, the Mobility Authority may elect to suspend any portion of the Services of the Consultant, but not terminate this Agreement, by providing the Consultant with advance written notice to that effect. Suspended Services may be reinstated and resumed upon thirty (30) days advance written notice from Mobility Authority to Consultant to resume the suspended Services. Similarly, the Mobility Authority may expand, limit, or cancel any portion of the Services previously assigned to the Consultant in accordance with this Agreement. The Consultant shall not be entitled to any damages or other compensation of any form if the Mobility Authority exercises its rights to suspend or modify the Services pursuant to this Article; provided, however, that any time limits established by the parties in any Letter Agreement or otherwise for the completion of specific portions of the Services suspended pursuant to this Article shall be extended to allow for said suspension or modifications thereof. Without limiting the foregoing, the

Consultant agrees that no claims for damages or other compensation shall be made by the Consultant for any delays or hindrances occurring during the progress of any portion of the Services specified in this Agreement as a result of any suspension or modification of the Services or otherwise. Such delays or hindrances, if any, shall be provided for by an extension of time for such reasonable periods as the Mobility Authority may decide. It is acknowledged, however, that permitting the Consultant to proceed to complete any Services or any part of them after the originally specified date for completion, or after the date to which the time for completion may have been extended, shall not operate or be construed as a waiver on the part of the Mobility Authority of any rights under this Agreement.

ARTICLE 8: PERSONNEL, EQUIPMENT, AND MATERIAL

Consultant shall provide personnel and equipment as follows:

A. Key Personnel. Consultant acknowledges and agrees that the individual(s) identified as “Key Personnel” in subsection C of Article 2 are key and integral to the satisfactory performance of the Consultant under this Agreement. Throughout the term of this Agreement, the Consultant agrees that the identified individual(s) will remain in charge of the performance of the Services and shall devote substantial and sufficient time and attention thereto. The death or disability of any such individual, his/her disassociation from the Consultant or an approved subconsultant, or his/her failure or inability to devote sufficient time and attention to the Services shall require the Consultant promptly to replace said individual with a person suitably qualified and otherwise acceptable to the Mobility Authority. In no event shall the Consultant remove, transfer, or reassign any individual identified in subsection C of Article 2, except as instructed by (pursuant to subsection C below), or with the prior written consent of, the Mobility Authority, which consent shall not be unreasonably withheld. The Consultant shall use its best efforts to enhance continuity in the key personnel, subconsultants, and other employees regularly performing the Services. Individuals may be added or deleted as “Key Personnel” under subsection C of Article 2 by a written agreement signed by both parties.

B. Adequate Personnel, Etc. The Consultant shall furnish and maintain, at its own expense, adequate and sufficient personnel (drawn from its own employees or from approved subconsultants) and equipment, in the reasonable opinion of the Mobility Authority, to perform the Services with due and reasonable diligence customary of a firm providing similar services to toll authorities of a similar or greater size or with a comparable array of projects and revenue collection operations, and in all events without delays attributable to the Consultant which have a reasonable likelihood of adversely affecting the progress of others involved with one or more of the Mobility Authority’s projects. All persons who provide Services under this Agreement, whether employees of the Consultant or of an approved subconsultant, shall be fully licensed to the extent required by their respective professional discipline associations’ codes or otherwise by law.

C. Removal of Personnel. All persons providing the Services, whether employees of the Consultant or of an approved subconsultant, shall have such knowledge and experience as will enable them, in the Consultant’s reasonable belief, to perform the duties assigned to them. Any such person who, as determined by the Mobility Authority, is incompetent or by his/her conduct becomes detrimental to the provision of the Services shall, upon request of the Mobility Authority, immediately be removed from providing Services to the Mobility Authority. The Consultant shall furnish the Mobility Authority with a fully qualified candidate for the removed person within five (5) business days thereafter, provided, however, said candidate shall not begin work under this Agreement unless and until approved by the Mobility Authority.

D. Consultant Furnishes Equipment, Etc. Except as otherwise specified or agreed to by the Mobility Authority, the Consultant shall furnish all equipment, transportation, supplies, and materials required for its provision of the Services under this Agreement.

ARTICLE 9: BUSINESS OPPORTUNITY PROGRAM AND POLICY COMPLIANCE

Consultant acknowledges that the Mobility Authority has a Business Opportunity Program and Policy (“BOPP”) with which it requires contractors to comply in connection with Disadvantaged Business Enterprises. To the extent the Consultant utilizes third parties to provide the Services hereunder, Consultant agrees to comply with the BOPP and observe the guidelines set forth therein. Consultant shall provide annual reporting to the Mobility Authority (beginning one (1) year from the Effective Date) regarding its utilization of disadvantaged business enterprises (“DBEs”) and the manner in which such utilization complies with, or deviates from, Consultant’s commitment to DBE utilization as reflected in its Proposal (as defined in Article 19) attached as Exhibit “D”.

ARTICLE 10: PLANNING AND PERFORMANCE REVIEWS; INSPECTIONS

As directed by the Mobility Authority, key personnel shall meet with the Mobility Authority’s Executive Director and/or his designee(s) upon request to: (a) assess the Consultant’s progress under this Agreement and performance of the Services; and (b) plan staffing levels to be provided by the Consultant to the Mobility Authority for the upcoming calendar quarter. The Consultant shall permit inspections of its Services and work by the Mobility Authority or others, when requested by the Mobility Authority. Nothing contained in this Agreement shall prevent the Mobility Authority from scheduling such other planning and performance reviews with the Consultant or inspections as the Mobility Authority determines necessary.

ARTICLE 11: OWNERSHIP OF REPORTS

Ownership of reports and related materials prepared by Consultant (or any subconsultant) at the direction of the Mobility Authority shall be as follows:

A. Generally. All of the documents, reports, plans, computer records, software maintenance records, discs and tapes, proposals, sketches, diagrams, charts, calculations, correspondence, memoranda, opinions, testing reports, photographs, drawings, analyses and other data and materials, and any part thereof, created, compiled or to be compiled by or on behalf of the Consultant solely under this Agreement (“work product”), including all information prepared for or posted on the Mobility Authority’s website and together with all materials and data furnished to it by the Mobility Authority, shall at all times be and remain the property of the Mobility Authority and, for a period of four (4) years from completion of the Services or such period as is required by Texas law, whichever is longer, if at any time demand be made by the Mobility Authority for any of the above materials, records, and documents, whether after termination of this Agreement or otherwise, such shall be turned over to the Mobility Authority without delay. The Mobility Authority hereby grants the Consultant a revocable license to retain and utilize the foregoing materials, said license to terminate and expire upon the earlier to occur of (a) the completion of Services described in this Agreement or (b) the termination of this Agreement, at which time the Consultant shall deliver to the Mobility Authority all such materials and documents and shall cease utilizing any such materials unless otherwise authorized in writing to do so by the Mobility Authority. If the Consultant or a subconsultant desires later to use any of the data generated or obtained by it in connection with the Projects or any other portion of the work product resulting from the Services, it shall secure the prior written approval of the Mobility Authority.

Notwithstanding anything contained herein to the contrary, the Consultant shall have the right to retain a copy of the above materials, records, and documents for its archives.

B. Separate Assignment. If for any reason the agreement of the Mobility Authority and the Consultant set forth in subsection A above regarding the ownership of work product and other materials is determined to be unenforceable, either in whole or in part, the Consultant hereby assigns and agrees to assign to the Mobility Authority all right, title, and interest that Consultant may have or at any time acquire in said work product and other materials which are prepared solely for this Agreement, without royalty, fee or other consideration of any sort, and without regard to whether this Agreement has terminated or remains in force. The Mobility Authority hereby acknowledges, however, that all documents and other work product provided by the Consultant to the Mobility Authority and resulting from the Services performed under this Agreement are intended by the Consultant solely for the use for which they were originally prepared. Notwithstanding anything contained herein to the contrary, the Consultant shall have no liability for the use by the Mobility Authority of any work product generated by the Consultant under this Agreement on any project other than for the specific purpose and Project for which the work product was prepared. Any other reuse of such work product without the prior written consent of the Consultant shall be at the sole risk of the Mobility Authority.

C. Development Of Consultant Work Product. The Mobility Authority acknowledges that the Consultant's work product will be developed using data that is available at the time of the execution of a given Letter Agreement, and will not constitute any guarantee or other assurance of future events. The Consultant will prepare work product using practices that are standard procedures in the industry.

ARTICLE 12: SUBCONSULTANTS

Consultant may, with the prior written consent of the Executive Director, employ one or more subconsultants to provide Services under this Agreement, provided that no approval shall be necessary for those subconsultants identified in the Consultant's Proposal (as defined in Article 19). Responsibility for any Services under this Agreement performed by a subconsultant shall remain with the Consultant. If Consultant proposes the use of a subconsultant to provide Services, the Consultant shall obtain and provide to the Mobility Authority a schedule of the subconsultant's rate. The Executive Director shall review and approve, in his discretion, any rates, including overhead, to be paid to the subconsultant. All subconsultants providing Services under this Agreement shall be subject to, and compensated or reimbursed in accordance with, all requirements of Article 2, provided that each subconsultant shall use its own actual hourly rates (computed using its own multiplier based on audited overhead rates, if overhead rates are approved) provided that no such rates shall exceed the corresponding rates paid by the Consultant for its personnel of comparable grade, category and experience. The Consultant agrees to pay its subconsultants for satisfactory performance of their contracts no later than thirty (30) days from its receipt of payment from the Mobility Authority. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Mobility Authority. This clause applies to payments to all subconsultants.

ARTICLE 13: APPEARANCE AS WITNESS AND ATTENDANCE AT MEETINGS

Consultant shall cooperate with the Mobility Authority and its requests for Consultant to attend meetings in various proceedings as follows:

A. Witness. At the request of the Mobility Authority, the Consultant shall prepare such exhibits as may be requested for all hearings and trials related to any of the Projects, the Services, or the Mobility Authority's activities generally and, further, it shall prepare for and appear at conferences at the offices

of legal counsel and shall furnish competent expert witnesses to provide such oral testimony and to introduce such demonstrative evidence as may be needed throughout all trials and hearings with reference to any litigation relating to the Services or the Mobility Authority's projects or activities.

B. Meetings. At the request of the Mobility Authority, the Consultant shall provide appropriate personnel for conferences at its offices, or attend meetings and conferences at (a) the various offices of the Mobility Authority, (b) TxDOT offices, (c) the offices of the Mobility Authority's legal counsel, bond counsel, and/or financial advisors, (d) at the site of any Project, or (e) any reasonably convenient location designated by the Mobility Authority.

C. Letter Agreement. If services provided under this Article are not covered by an existing Letter Agreement, the Mobility Authority will issue a Letter Agreement to request the services.

ARTICLE 14: COMPLIANCE WITH LAWS AND MOBILITY AUTHORITY POLICIES

The Consultant shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, codes and with the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance under this Agreement, including, without limitation, workers' compensation laws, antidiscrimination laws, environmental laws, minimum and maximum salary and wage statutes and regulations, health and safety codes, licensing laws and regulations, the Mobility Authority's enabling legislation (Chapter 370 of the Texas Transportation Code), and all amendments and modifications to any of the foregoing, if any. The Consultant shall also comply with the Mobility Authority's policies and procedures related to operational and administrative matters, such as, but not limited to, security of and access to Mobility Authority information and facilities. When requested, the Consultant shall furnish the Mobility Authority with satisfactory proof of compliance with said laws, statutes, ordinances, rules, regulations, codes, orders, and decrees above specified.

ARTICLE 15: MOBILITY AUTHORITY INDEMNIFIED

THE CONSULTANT SHALL INDEMNIFY AND SAVE HARMLESS THE MOBILITY AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONSULTANTS FROM ANY CLAIMS, COSTS OR LIABILITIES OF ANY TYPE OR NATURE AND BY OR TO ANY PERSONS WHOMSOEVER, ARISING FROM THE CONSULTANT'S ACTS, ERRORS OR OMISSIONS WITH RESPECT TO THE CONSULTANT'S PERFORMANCE OF THE WORK TO BE ACCOMPLISHED UNDER THIS AGREEMENT, WHETHER SUCH CLAIM OR LIABILITY IS BASED IN CONTRACT, TORT OR STRICT LIABILITY. IN SUCH EVENT, THE CONSULTANT SHALL ALSO INDEMNIFY AND SAVE HARMLESS THE MOBILITY AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONSULTANTS (COLLECTIVELY THE "INDEMNIFIED PARTIES") FROM ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY THE MOBILITY AUTHORITY OR ANY OF THE INDEMNIFIED PARTIES IN LITIGATING OR OTHERWISE RESISTING SAID CLAIMS, COSTS OR LIABILITIES. IN THE EVENT THE MOBILITY AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONSULTANTS IS/ARE FOUND TO BE PARTIALLY AT FAULT, THE CONSULTANT SHALL, NEVERTHELESS, INDEMNIFY THE MOBILITY AUTHORITY OR ANY OF THE INDEMNIFIED PARTIES FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO THE CONSULTANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONSULTANTS, AND CONTRACTORS OR TO THEIR CONDUCT.

ARTICLE 16: CONFLICTS OF INTEREST

The Consultant represents and warrants to the Mobility Authority, as of the effective date of this Agreement and throughout the term hereof, that it, its employees, and subconsultants: (a) have no financial or other beneficial interest in any contractor, engineer, product or service evaluated or recommended by the Consultant, except as expressly disclosed in writing to the Mobility Authority, (b) shall discharge their responsibilities under this Agreement professionally, impartially and independently, and after considering all relevant information related thereto, and (c) are under no contractual or other restriction or obligation, the compliance with which is inconsistent with the execution of this Agreement or the performance of their respective obligations hereunder. If a firm (individually or as a member of a consortium) submits a proposal to work for the Mobility Authority, Consultant shall comply with the Mobility Authority's conflict of interest policies and shall make disclosures as if it were one of the key personnel designated under such policies.

ARTICLE 17: CONSULTANT NON-DISCLOSURE

The Consultant and each subconsultant who provides Services to Mobility Authority under this Agreement shall execute a Non-Disclosure Agreement in the form attached as Exhibit "C" no later than the date the Consultant signs the first Letter Agreement issued under Article 2 or the date the subconsultant begins providing Services to Mobility Authority, respectively.

ARTICLE 18: INSURANCE

Prior to beginning the Services designated in this Agreement, the Consultant shall obtain and furnish the following certificates of insurance and additional documents to the Mobility Authority:

A. Workers' Compensation Insurance, in accordance with the laws of the State of Texas, and employer's liability coverage with a limit of not less than \$500,000. Consultant shall also obtain from its insurance company and provide to the Mobility Authority a "waiver of subrogation" in favor of the Mobility Authority.

B. Commercial General Liability Insurance, with limits not less than \$500,000 for bodily injury, including those resulting in death, and property damage on account of any one occurrence, with an aggregate limit of \$500,000. Consultant shall also obtain from its insurance company and provide to the Mobility Authority a "waiver of subrogation" in favor of the Mobility Authority.

C. Business Automobile Liability Insurance, applying to owned, non-owned, and hired automobiles in an amount not less than \$500,000 for bodily injury, including death, to any one person, and for property damage on account of any one occurrence. This policy shall not contain any limitation with respect to a radius of operation for any vehicle covered and shall not exclude from the coverage of the policy any vehicle to be used in connection with the performance of the Consultant's obligations under this Agreement. Consultant shall also obtain from its insurance company and provide to the Mobility Authority a "waiver of subrogation" in favor of the Mobility Authority.

D. Valuable Papers Insurance, in an amount not less than \$100,000 for the full restoration of any plans, drawings, field notes, logs, test reports, diaries, or other similar data or materials of Consultant relating to the Services provided under this Agreement in the event of their loss or destruction, until such time as the work has been delivered to the Mobility Authority.

E. Excess Umbrella Liability, with minimum limits of \$500,000 per claim and in the aggregate, annually, as applicable excess of the underlying policies required by subsections A through D. The Umbrella Policy shall contain the provision that it will continue in force as an underlying insurance in the event of exhaustion of underlying aggregate policy limits.

F. General for All Insurance. The Consultant shall promptly, upon execution of this Agreement, furnish the required certificates of insurance and “waiver of subrogation” to the Mobility Authority indicating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage. The “waiver of subrogation” shall be in a form acceptable to the Mobility Authority.

All policies are to be written through companies that are: (a) registered to do business in the State of Texas; (b) rated: (i), with respect to the companies providing the insurance under subsections A through D, by A. M. Best Company as “A-X” or better (or the equivalent rating by another nationally recognized rating service), or (ii) with respect to the company providing the insurance under subsection E, a rating by A. M. Best Company or similar rating service satisfactory to the Mobility Authority and/or its insurance consultant; and (c) otherwise acceptable to the Mobility Authority.

All policies are to be written through companies registered to do business in the State of Texas. Such insurance shall be maintained in full force and effect during the life of this Agreement or for a longer term as may be otherwise provided for hereunder. Insurance furnished under subsections B, C, and E shall name the Mobility Authority as an additional insured and shall protect the Mobility Authority, the Consultant, their officers, employees, directors, agents, and representatives from claims for damages for bodily injury and death and for damages to property arising in any manner from the negligent or willful wrongful acts or failures to act by the Consultant, its officers, employees, directors, agents, and representatives in the performance of the Services rendered under this Agreement. Applicable Certificates shall also indicate that the contractual liability assumed in Article 15, above, is included.

The insurance carrier shall include in each of the insurance policies required under this Article the following statement: “This policy will not be canceled or non-renewed during the period of coverage without at least thirty (30) days prior written notice addressed to the Central Texas Regional Mobility Authority, Attention: Executive Director, 3300 North IH 35, Suite 300, Austin, Texas 78705.”

ARTICLE 19: COORDINATION OF CONTRACT DOCUMENTS

The proposal submitted by Consultant to the Mobility Authority in response to the General Systems Consulting Services RFQ, dated June 2, 2020 (the “Proposal”) is attached and incorporated as Exhibit “D” for all purposes; provided, however, that in the event of any conflict between the Proposal and any provision of this Agreement including its exhibits (but not Exhibit “D”), the Proposal shall be subordinate and the provision, appendices, or exhibits of this Agreement shall control.

ARTICLE 20: RELATIONSHIP BETWEEN THE PARTIES

Notwithstanding the anticipated collaboration between the parties, or any other circumstances, the relationship between the Mobility Authority and the Consultant shall be one of an independent contractor. The Consultant acknowledges and agrees that neither it nor any of its employees, subconsultants, or subcontractors shall be considered an employee of the Mobility Authority for any purpose. The Consultant shall have no authority to enter into any contract binding upon the Mobility

Authority, or to create any obligation on behalf of the Mobility Authority. As an independent contractor, neither the Consultant nor its employees shall be entitled to any insurance, pension, or other benefits customarily afforded to employees of the Mobility Authority. Under no circumstances shall the Consultant, or its employees, subconsultants, or subcontractors, represent to suppliers, contractors or any other person that it is employed by the Mobility Authority or serves the Mobility Authority in any capacity other than as an independent contractor. The Consultant shall clearly inform all suppliers, contractors and others that it has no authority to bind the Mobility Authority. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationship of employee-employer or principal-agent, or to otherwise create any liability for the Mobility Authority whatsoever with respect to the liabilities, obligations or acts of the Consultant, its employees, subconsultants, or subcontractors, or any other person.

ARTICLE 21: NOTICE

A notice, demand, request, report, and other communication required or permitted under this Agreement, or which any party may desire to give, shall be in writing and shall be deemed to have been given on the sooner to occur of (i) receipt by the party to whom the notice is hand-delivered, with a written receipt of notice provided by the receiving party, or (ii) two (2) business days after deposit in a regularly maintained express mail receptacle of the United States Postal Service, postage prepaid, or registered or certified mail, return receipt requested, express mail delivery, addressed to such party at their address set forth below, or to such other address as a party may from time to time designate under this Article, or (iii) receipt of a fax or an electronic mail transmission (the latter of scanned documents in a format such as .pdf or .tif) for which confirmation of receipt by the other party has been obtained by the sending party:

*In the case of the **Consultant**:*

Fagan Consulting, LLC
Attn: Ron Fagan, Managing Partner
16001 Spillman Ranch Loop
Austin, TX 78738
Email: rfagan@faganconsulting.com

*In the case of the **Mobility Authority**:*

Central Texas Regional Mobility Authority
Attn: Tracie Brown, Director of Operations
3300 North IH 35, Suite 300
Austin, TX 78705
Fax: (512) 996-9784
Email: tbrown@ctrma.org

with a copy to:

Geoff Petrov, General Counsel
Central Texas Regional Mobility Authority
3300 North IH 35, Suite 300
Austin, TX 78705
Fax: (512) 225-7788
Email: gpetrov@ctrma.org

A party may change the information provided in this Article for notification purposes by providing notice to the other party of the new information and the effective date of the change.

ARTICLE 22: REPORTS OF ACCIDENTS, ETC.

No later than twenty-four (24) hours after occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (including an employee or subconsultant or employee of a subconsultant of the Consultant) which results from or involves any action or failure to act of the Consultant or any employee, subconsultant, employee of a subconsultant, or agent of the Consultant or which arises in any manner from the performance of this Agreement, the Consultant shall provide a written report of such accident or other event to the Mobility Authority, setting forth a full and concise statement of the facts pertaining thereto. The Consultant also shall immediately send the Mobility Authority a copy of any summons, subpoena, notice, or other documents served upon the Consultant, its agents, employees, subconsultants, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Consultant's performance of the Services under this Agreement.

ARTICLE 23: MOBILITY AUTHORITY'S ACTS

Anything to be done under this Agreement by the Mobility Authority may be done by such persons, corporations, firms, or other entities as the Mobility Authority's Executive Director may designate in writing.

ARTICLE 24: LIMITATIONS

Notwithstanding anything herein to the contrary, all covenants and obligations of the Mobility Authority under this Agreement shall be deemed to be valid covenants and obligations only to the extent authorized by Chapter 370 of the Texas Transportation Code and permitted by the laws and the Constitution of the State of Texas, and no officer, director, or employee of the Mobility Authority shall have any personal obligations or liability thereunder.

The Consultant is obligated to comply with applicable standards of professional care in the performance of the Services. The Mobility Authority shall have no obligation to verify any information provided to the Consultant by the Mobility Authority or any other person or entity.

ARTICLE 25: CAPTIONS NOT A PART HEREOF

Captions or subtitles of the several articles, subsections, and other divisions of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its articles, subsections, or other divisions.

ARTICLE 26: CONTROLLING LAW, VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties acknowledge that venue is proper in Travis County, Texas, for all disputes arising under this Agreement and waive any right to sue and be sued elsewhere.

ARTICLE 27: COMPLETE AGREEMENT

This Agreement sets forth the complete agreement between the parties with respect to the Services and, except as provided for in Article 19 above, expressly supersedes all other agreements (oral or written) with respect thereto. Any changes in the character, agreement, terms and/or responsibilities of the parties must be enacted through a written amendment, executed by the Mobility Authority and the Consultant. This Agreement may not be orally canceled, changed, modified or amended, and no cancellation, change, modification or amendment shall be effective or binding, unless in writing and signed by the parties to this Agreement. This provision cannot be waived orally by either party.

ARTICLE 28: TIME OF ESSENCE

As set forth in Article 4, with respect to any specific delivery or performance date or other deadline provided hereunder, time is of the essence in the performance of the provisions of this Agreement. The Consultant acknowledges the importance to the Mobility Authority of the project schedule and will perform its obligations under this Agreement with all due and reasonable care and in compliance with that schedule.

ARTICLE 29: 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 shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

ARTICLE 30: 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.

ARTICLE 31: SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the Mobility Authority, the Consultant, and their respective heirs, executors, administrators, successors, and permitted assigns. The Consultant may not assign the Agreement or any portion thereof without the prior written consent of the Mobility Authority.

ARTICLE 32: INTERPRETATION

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court, other governmental or judicial authority, or arbiter by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

ARTICLE 33: BENEFITS INURED

This Agreement is solely for the benefit of the parties and their permitted successors and assigns. Nothing contained in this Agreement is intended to, nor shall be deemed or construed to, create or confer any rights, remedies, or causes of action in or to any other persons or entities, including the public in general.

ARTICLE 34: SURVIVAL

Each of the provisions in the Agreement are important and material and significantly affect the successful conduct of the business of the Mobility Authority, as well as its reputation and goodwill. Any breach of the terms of this Agreement is a material breach of this Agreement, from which the Consultant may be enjoined and for which the Consultant also shall pay to the Mobility Authority all damages which arise from said breach. The Consultant understands and acknowledges that the Consultant's responsibilities under Articles 11 and 15 of this Agreement shall continue in full force and effect after the date this Agreement terminates for any reason.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date and year first written above.

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

FAGAN CONSULTING, LLC

By: _____
Mike Heiligenstein, Executive Director

By: _____
Ron Fagan, Managing Partner

EXHIBIT “A”

SCOPE OF SERVICES

I. Purpose

The Consultant shall provide technical assistance and advice to the Mobility Authority and assist in the management and oversight of the Electronic Toll Collection System (ETCS) and Intelligent Transportation System (ITS) Implementation and Maintenance Services Agreement between the Mobility Authority and the Toll Systems Integrator.

The Consultant shall provide qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of this Agreement. The Mobility Authority, at its option, may elect to expand, reduce, or delete the extent of each work element described in this Scope of Services document, provided such action does not alter the intent of this Agreement.

The Mobility Authority will request all Services on an as-needed basis, through issuance of a Letter Agreement. Mobility Authority makes no representation that any or all of the Services described in this Agreement will be assigned during the term of this Agreement. Further, the Consultant is providing these Services on a nonexclusive basis. The Mobility Authority, at its option, may elect to have any of the Services set forth herein performed by other consultants or by the Mobility Authority’s staff.

II. Services

The Scope of Services to be provided by the Consultant include the following:

1. Electronic Toll Collection System

- A. Assist the CTRMA with the oversight of its contract with the TSI and participate in system requirements analysis.
- B. Oversee system implementation support for ETCS and Dynamic Pricing RFPs including integration and testing oversight.
- C. Review contract deliverables from the TSI to include without limitation the Preliminary System Design Document and Final System Design Document, interface plans, and the QA/QC Manual to ensure that deliverables conform to ETCS contract terms and to standards established by the CTRMA and under interoperability agreements.
- D. Participate in ETCS design reviews. Design reviews will include a high-level overview of hardware and software development, design configurations, system interfaces and highlight any design issues and risk mitigation. Monitor the ETCS Design Testing and Acceptance Testing and advise the CTRMA regarding test process, progress, and results.
- E. Review detailed development and implementation schedules and assist with progress reporting.
- F. Oversee and participate in annual or biennial system accuracy testing and perform lane audits when necessary.

- G. Review claims and change orders.
- H. Perform monthly maintenance reviews for compliance with KPIs and SLAs and advise the CTRMA regarding ETCS contract performance standards and results.

2. Technical Project Support

- A. Provide support for the PBM program including, but not limited to, defining business requirements, maintaining and/or reviewing requirements trace matrices, participating in test plan development, overseeing testing and monitoring results, etc.
- B. Provide interoperability support including National and Regional IOP, testing and reconciliation, and tri-protocol reader upgrades and support.
- C. Provide project management, basic IT support and assist with requirement development.
- D. Support pilot projects for new technologies.
- E. Perform feasibility studies, industry reviews, and surveys.
- F. Research best practices and develop white papers.
- G. Develop cost/benefit analyses.
- H. Assist in the development of RFQs, RFPs, and RFIs.
- I. Augment operations and IT staff including possible co-location at CTRMA facilities.
- J. Provide other related technical services as requested by the CTRMA.

3. ITS Support

- A. Assist the CTRMA with the oversight of its contractor providing for ITS (Intelligent Transportation Systems) maintenance (the “ITS Maintenance Contractor”), including integration and testing oversight, and the contractor performing ITS installations (the “Civil Contractor”).
- B. Review contract deliverables from the ITS Maintenance Contractor or Civil Contractor to include without limitation design documents, interface plans, and test plans to ensure that deliverables conform to the contract terms and to standards established by the CTRMA and under regional data sharing agreements.
- C. Participate in ITS design reviews. Design reviews should include a high-level overview of hardware and software development, design configurations, system interfaces and highlight any design issues and risk mitigation. Monitor ITS testing and advise the CTRMA regarding test process, progress, and results.
- D. Review detailed development and implementation schedules and assist with progress reporting.

- E. Oversee and participate in periodic system accuracy testing when necessary.
- F. Review claims and change orders.
- G. Perform monthly maintenance reviews for compliance with KPIs and SLAs and advise the CTRMA regarding ITS Maintenance contract performance standards and results.
- H. Provide ITS support including support of cameras, radar vehicle sensing devices, dynamic message signs, wrong way driver applications, automated traffic management systems, and other ITS implementations as needed.

EXHIBIT “B”

FORM OF LETTER AGREEMENT

LETTER AGREEMENT NO. _____

This Letter Agreement is made as of this day of _____, 20____, under the terms and conditions established in the AGREEMENT FOR GENERAL SYSTEMS CONSULTANT SERVICES, dated as of _____, 2020 (the “Agreement”), between the Central Texas Regional Mobility Authority (“Mobility Authority”) and Fagan Consulting, LLC (“Consultant”).

This Letter Agreement is made for the following purpose, consistent with the services defined in the Agreement:

[Brief description of the Project to which this Letter Agreement applies]

Section A. Scope of Services

A.1. Consultant shall perform the following Services:

[Describe the Scope of Services established for this Letter Agreement, or make reference to an attached Exhibit where the Scope of Services is set out.]

A.2. The following Services are not included in this Letter Agreement, but shall be provided as Additional Services if authorized or confirmed in writing by the Mobility Authority.

[Describe any Additional Services that may be authorized by future written confirmation from the Mobility Authority.]

A.3. In conjunction with the performance of the foregoing Services, Consultant shall provide the following submittals/deliverables (“Documents”) to the Mobility Authority:

[Describe Documents to be delivered by Consultant.]

Section B. Service Providers

[Describe Key Personnel and subconsultants, if any, assigned to the Project.]

Section C. Schedule

Consultant shall perform the Services and deliver the related Documents (if any) according to the following schedule:

[Describe agreed Project schedule.]

Section D. Compensation

D.1. In return for the performance of the foregoing obligations, the Mobility Authority shall pay to Consultant the amount not to exceed \$_____ based on the attached fee estimate. Compensation shall be in accordance with the Agreement.

D.2. Compensation for Additional Services (if any) shall be paid by the Mobility Authority to Consultant according to the terms of a future Letter Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date and year first written above.

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

[CONSULTANT]

By: _____
Mike Heiligenstein, Executive Director

By: _____
[CONSULTANT]

EXHIBIT "C"
NONDISCLOSURE AGREEMENT

EXHIBIT “D”
CONSULTANT’S PROPOSAL

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 19-052

**AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE WORK AUTHORIZATIONS
FOR PREVIOUSLY APPROVED CONTRACTS WITH THE MOBILITY AUTHORITY**

WHEREAS, the Central Texas Regional Mobility Authority ("Mobility Authority") was created in 2002 pursuant to the request of Travis and Williamson Counties and in accordance with the provisions of the Transportation Code and the petition approval process established in 43 TAC 26.01, et seq.; and

WHEREAS, at its inception, the Mobility Authority did not have a staff, so the majority of agency operations were performed by consultants under the direct oversight of the Board of Directors; and

WHEREAS, in 2003, the Board of Directors hired an Executive Director to be the chief administrator responsible for the general management, hiring and termination of employees, and day-to-day operations of the Mobility Authority; and

WHEREAS, over time the Mobility Authority has continued to grow and currently has a staff of twenty-eight professionals with specialized skills carrying out agency operations; and

WHEREAS, today Mobility Authority staff directly oversee the work performed by agency contractors and consultants, including the implementation of work authorizations and task orders pursuant to contracts approved by the Board of Directors; and

WHEREAS, it is necessary and appropriate for the Board of Directors to establish budgets for all Mobility Authority Activities and to approve contracts and other actions that result in a commitment of Mobility Authority funds as described in the Mobility Authority Policy Code; and

WHEREAS, once the Board of Directors has approved an action and established a budget through the approval of a contract, the work to be performed under the contract could be more efficiently be administered by allowing the Executive Director to approve work authorizations and task orders prepared by Mobility Authority staff; and

WHEREAS, in the interest of administrative efficiency, the Executive Director requests authorization to execute work authorizations on behalf of the Mobility Authority for contracts executed prior to the date of this Resolution and within the budget, term and scope of the contract previously approved by the Board of Directors; and

NOW THEREFORE, BE IT RESOLVED that, for current Mobility Authority contracts, the Board of Directors hereby authorizes the Executive Director to act on behalf of the Mobility Authority to execute and issue work authorizations that are within the budget, term and scope of the contract previously approved by the Board of Directors; and

BE IT FURTHER RESOLVED that, for work authorizations for Mobility Authority contracts and master agreements that do not include a previously approved scope, term, and budget or "not to exceed" amount for the work, the Executive Director will continue to obtain approval from the Board of Directors prior to the execution and issuance of any work authorization for that contract or master agreement.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 11th day of September 2019.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



Bobby Jenkins
Chairman, Board of Director

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 20-054

**APPROVING AN AGREEMENT WITH KAPSCH TRAFFICCOM USA INC. FOR A
CONNECTED VEHICLE TEST PROGRAM**

WHEREAS, the Mobility Authority has received an unsolicited proposal from Kapsch TrafficCom USA, Inc. (Kapsch) to perform a demonstration project to test tolling applications for fixed rate and dynamically priced toll roads using connected vehicle technology, and traffic and road condition information/alert technology which is attached hereto as Exhibit A; and

WHEREAS, the Executive Director and Deputy Executive Director have determined that partnering with Kapsch on this demonstration project aligns with the goals of the Mobility Authority's 2018 Strategic Plan and serves a governmental purpose as further described in Exhibit B; and

WHEREAS, the Executive Director and Deputy Executive Director believe that this demonstration project has the potential to enhance toll collection, eliminate the need for toll gantries and related equipment, and dramatically improve the quality and timeliness of communications with Mobility Authority road users; and

WHEREAS, the Executive Director has negotiated the form of an agreement with Kapsch for the demonstration project which is attached hereto as Exhibit C; and

WHEREAS, the Executive Director requests that the Board of Directors approve Kapsch's unsolicited proposal and authorize him to finalize and execute an agreement with Kapsch for the demonstration project in the form or substantially the same form as is attached hereto as Exhibit C.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves the unsolicited proposal submitted by Kapsch TrafficCom USA, Inc. and authorizes the Executive Director to finalize and execute an agreement with Kapsch TrafficCom USA, Inc. for the demonstration project in the form or substantially the same form as is attached hereto as Exhibit C.

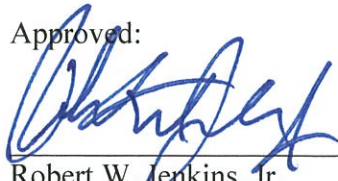
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of August 2020.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



Robert W. Jenkins, Jr.
Chairman, Board of Directors

Exhibit A

Central Texas Regional Mobility Authority
Tracie Brown, Director of Operations
3300 North IH-35, Suite 300
Austin, TX 78705 USA

Sender | Lisa Gauger
Phone | 512-435-9697
Email | Lisa.Gauger@kapsch.net
Date | 04-August-2020

Re: Kapsch IBTTA Connected Vehicle Demo

Dear Tracie Brown,

Kapsch TrafficCom USA, Inc (Kapsch) is pleased to offer this proposal to furnish the Central Texas Regional Mobility Authority (CTRMA) for the above referenced project as detailed below.

1. PROJECT DESCRIPTION

Kapsch proposes to partner with the Mobility Authority on a demonstration project to test tolling applications for fixed rate and dynamically priced toll roads using connected vehicle (CV2X) technology, and traffic and road condition information/alert technology. This project will: 1) test and demonstrate reliability and accuracy of: 1) a CV2X based tolling system using connected vehicle Roadside Units (RSUs) and vehicles equipped with connected vehicle Onboard Units (OBUs), and 2) of message/alert capabilities related to traffic and road conditions.

2. WORK AND EQUIPMENT INCLUDED

Kapsch will furnish and install two (2) Kapsch RIS 9260 Dual-Mode (CV2X/DSRC) roadside units (RSUs) and peripheral equipment, and perform a baseline demonstration plan as shown in [Figure 4](#). As shown in Figure 1 the RSUs will be installed on existing toll gantries and power supply and cellular communication equipment will be placed in existing cabinets. Kapsch will select potential OEM and other suppliers to supply the connected vehicles equipped with Onboard Units including the interface to driver.

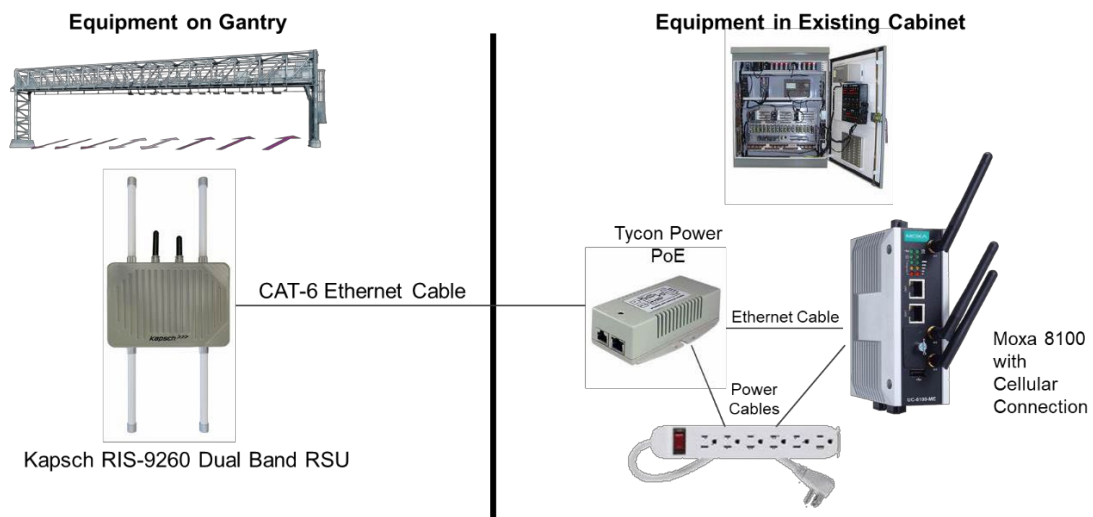


Figure 1. Equipment to be Installed

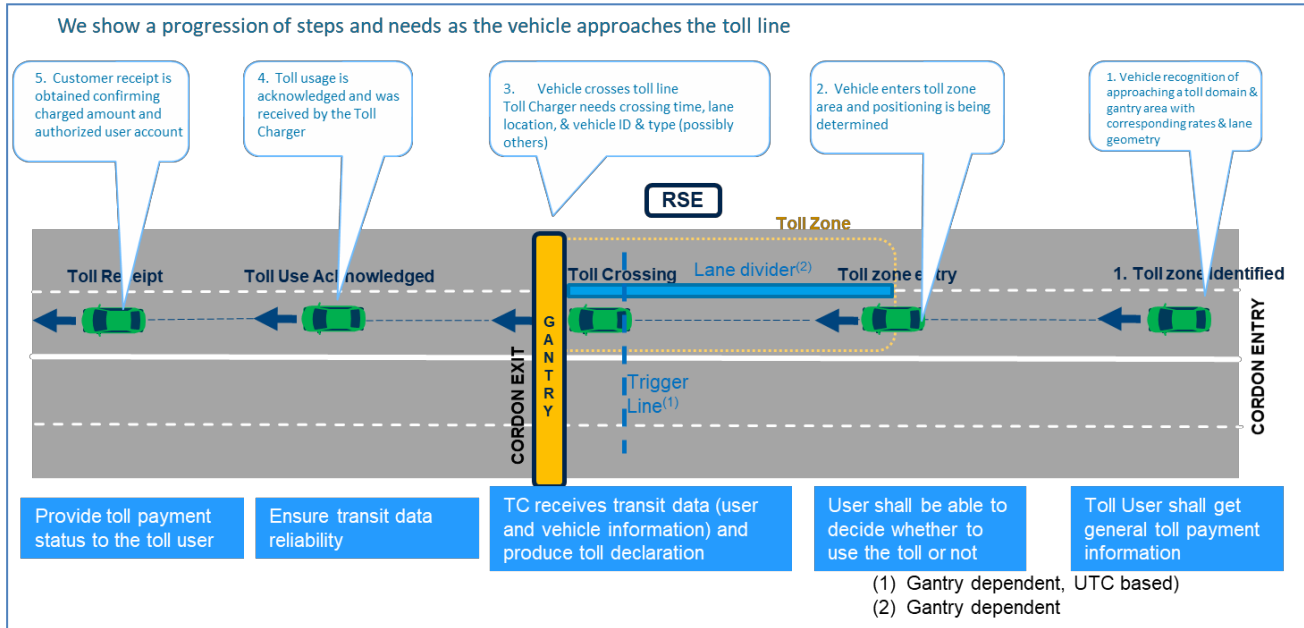


Figure 4. Demonstration Plan

3. LOCATIONS

The proposed scope of work will be deployed on the following project:

- 45SW Toll Facility for CTRMA in Austin, TX (Figure 2)
- MoPac Express Lane for CTRMA in Austin, TX (Figure 3)

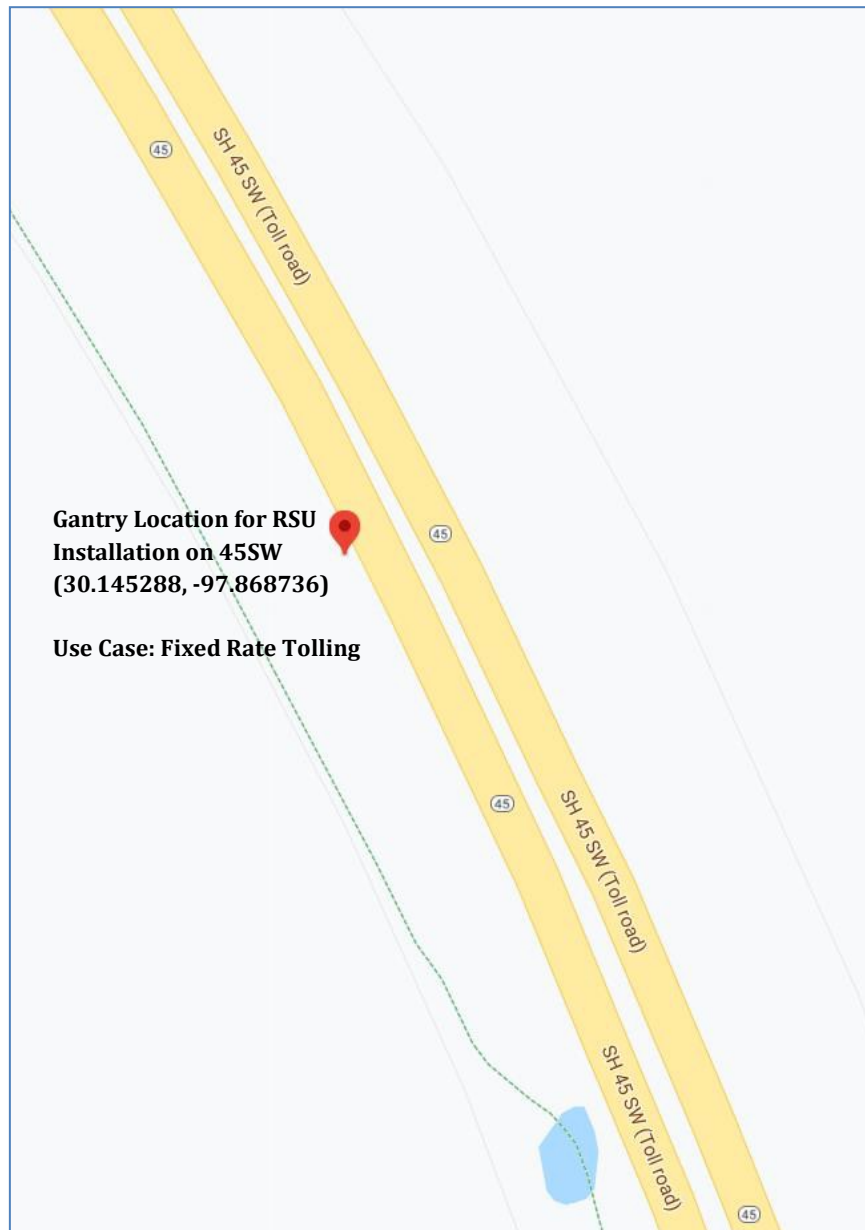


Figure 2. RSU Location on 45SW

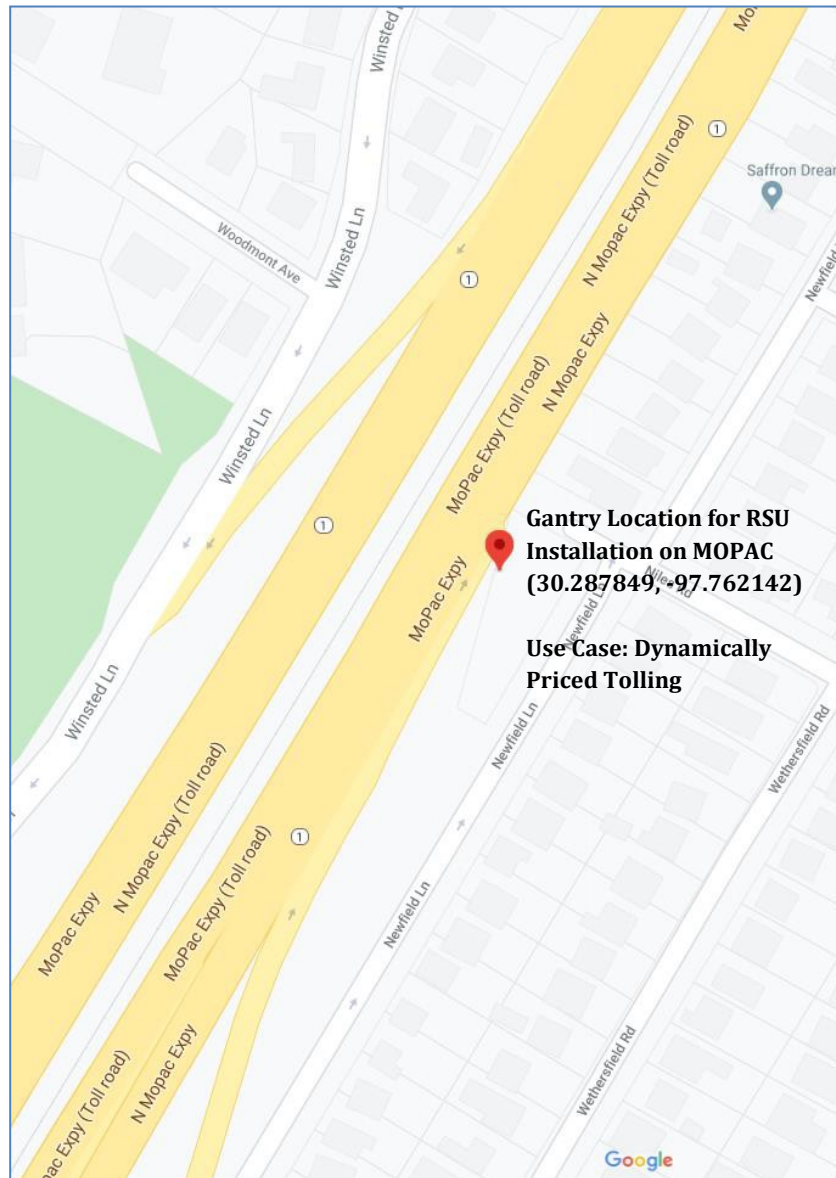


Figure 3. RSU Location on MOPAC Express Lanes

4. PERMITTING

Kapsch will obtain any permits, if applicable, from the agencies that have jurisdiction, including FCC licenses necessary to operate the RSU.

5. INSTALLATION AND REMOVAL

All work and equipment will be performed and installed by Kapsch, subject to the oversight and approval by CTRMA. Kapsch will also be responsible for the removal of the equipment at the conclusion of the project and repair of any damage.

6. OPERATIONS AND MAINTENANCE

Kapsch is responsible for operating and maintaining the RSU and peripheral equipment during the project. If the RSUs and peripheral equipment cease to function for any reason, Kapsch will make a request to the CTRMA for any access to the site required for the purposes of repairing or maintaining the equipment.

7. DATA COLLECTION AND SHARING

The proposed RSU and peripheral equipment communications will operate by wireless modem and remain unconnected to CTRMA network. Kapsch will obtain data by direct wireless communication with the RSU and peripheral equipment. Kapsch agrees to share toll transaction and BSM data collected from the connected test vehicles during the project. Kapsch will request from the CTRMA toll transaction data recorded by the CTRMA toll system of connected test vehicles during the term of the project to validate test results.

8. COMMUNICATION AND EDUCATION

Kapsch will coordinate with the CTRMA to develop communication plans, as applicable, for professional organizations and the public media throughout the term of the project.

9. DELIVERABLES

During this project, Kapsch is expected to produce the following deliverables:

- Communication plan
- Monthly project updates
- White paper, including transaction information (e.g., location, message/alert), summarizing test methodology, analyses and results.

10. MILESTONES

Milestones for this pilot include:

- Installation of RSUs and peripheral equipment
- Demonstration and testing of tolling applications for fixed rate and dynamically priced toll roads using connected vehicle (CV2X) technology
- Demonstration and testing of CV2X-based tolling service
- Removal of RSUs and peripheral equipment
- Agreement close-out

11. PRICING BREAKDOWN

Kapsch is proposing this demo at no cost to CTRMA.

12. WORK NOT INCLUDED

The following listing of "Work Not Included" is intended as further clarification regarding the Kapsch proposed offering.

- A. Excludes ongoing System Maintenance and support of the ITS devices beyond what is stated in the "Work Included" section.
- B. Performing any configuration, programming and startup of any devices that are not specifically noted above in the "Work Included" section.
- C. Furnishing any hardware or any additional software unless stated otherwise in the

- "Work Included" section.
- D. Performing any services in the capacity of a licensed Professional Engineer unless specifically stated otherwise in the "Work Included" section.
 - E. Providing any submittal data, drawings, manuals, reports, test data or record documentation other than the deliverables listed above in the Work Included section.
 - F. Installation of any equipment unless stated otherwise in the Work Included section.
 - G. Testing of any devices, subsystems, or systems not listed above in the Work Included section.
 - H. Any other system not expressly stated in Work Included Section.

Kapsch appreciates this opportunity to submit this proposal. Should you have any questions regarding our proposal, please contact the undersigned.

Kapsch TrafficCom USA, Inc.



Lisa Gauger
Project Manager, Central Region, North America

cc: Don Hicks, VP Sales; Tim Duke, Maintenance Manager; Steve Sprouffske; Imran Inamdar

Exhibit B

Government Purpose

INTRODUCTION

The Kapsch TrafficCom USA (Kapsch) Connected Vehicle Demo (“program”) tests and demonstrates the viability of Connected Vehicle Roadside Units (RSU) and vehicles equipped with Connected Vehicle Onboard Units (OBU) to accurately detect and assess tolls to vehicles traveling on Central Texas Regional Mobility Authority (Mobility Authority) toll facilities. Under this program, Kapsch intends to temporarily install Kapsch RSUs at two toll gantry locations - one on the Mopac Express Lanes and another on 45SW. Kapsch’s initial original equipment manufacturer (OEM) partner, Ford Motor Company, will supply test vehicles, equipped with advanced connected vehicle OBUs to travel the two corridors and test the ability of the temporary RSU system to identify each unique test vehicle and assign a correct toll charge to each trip. These field tests will be validated against toll collection information from the existing Mobility Authority toll system to evaluate the accuracy and capability of the system to correctly assess tolls to connected vehicles.

PROGRAM PURPOSE

The program will provide valuable data as to the feasibility of RSUs to serve as toll collection devices. The data will also assist the Mobility Authority in planning for the expansion of connected vehicle technologies and guide planning of future toll operations, system integration needs, toll collection policies, and toll infrastructure maintenance. The Mobility Authority will evaluate the performance of connected vehicle technology and its current and future value to the Authority, including limited permanent installations of RSUs on its facilities.

In addition to the benefits listed above, the program will deliver supplemental evidence of the messaging capabilities afforded by RSUs to promote road safety and awareness by providing travelers with information about unique driving conditions, events, or alerts as well as collect valuable data from vehicles utilizing the toll facilities. Viability in these areas could further reduce the Mobility Authority’s infrastructure costs by mitigating the need for expensive variable message signs to communicate with travelers and decrease related maintenance costs.

PROGRAM STRATEGIC ALIGNMENT

This program aligns with the following strategic goals and strategies outlined in the *Mobility Authority 2018 Strategic Plan*:

- *Deliver Multi-Faceted Mobility Solutions*
 - Incorporate additional features into our infrastructure and operations to maximize available capacity and enhance personal mobility, including traffic and incident management, vehicle connectivity, safety elements, special aesthetics, enhanced landscaping, and other added-value benefits.

- *Invest in Efforts that Extend Beyond Roadways*
 - Partner with organizations that provide information and technology solutions that incentivize adoption of smarter commuting habits.
- *Explore and Invest in Transformative Technology and Adopt Industry Best Practices*
 - Explore the incorporation of smart-road technology for enhanced safety and operations, including wrong-way driver detection and prevention, automatic vehicle identification (AVI), and dark fiber.
 - Prepare our transportation corridors for the eventual shift to AV/CV technology.
- *Deliver on Commitments to Our Customers and Our Investors*
 - Analyze costs from a long-term sustainability perspective.
 - Increase efficiency of roadway, traffic, and toll operations.

GOVERNMENT PURPOSE

Therefore, goals – as they relate to a government purpose – of this program include:

- a.) testing of the capability of RSUs to deliver vehicle connectivity toll solutions in addition to the expected safety and traffic and incident management benefits;
- b.) guiding the planning efforts of toll operations and decisions to expand the implementation of RSUs across the Mobility Authority system and the investment in this transformative technology and prepare our roadways for emerging connected vehicles;
- c.) delivering on the promise to partner with other organizations to develop and provide innovative technology solutions; and
- d.) evaluating potential reductions to our long-term costs and facilitating toll operations efficiencies to serve our stakeholders.

Exhibit C

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

**AGREEMENT FOR
TECHNOLOGY TESTING ON
MOBILITY AUTHORITY FACILITIES**

THIS AGREEMENT (the "Agreement") is made by and between the Central Texas Regional Mobility Authority, a political subdivision of the State of Texas, hereinafter called the "Mobility Authority" or "CTRMA" and Kapsch TrafficCom USA, Inc., a _____ corporation ("Kapsch").

WITNESSETH

WHEREAS, the Mobility Authority owns and operates tolled and non-tolled highways and other transportation facilities located in Travis and Williamson Counties, Texas, for public use and benefit; and

WHEREAS, the Mobility Authority' 2018 Strategic Plan identified the delivery of multi-faceted mobility solutions (including enhanced vehicle connectivity), pursuit of investment in efforts that extend beyond roadways, and exploration of investments in transformative technology (including smart road technology) as objectives the Mobility Authority should pursue; and

WHEREAS, Kapsch has submitted an unsolicited proposal to the Mobility Authority requesting the use of Mobility Authority facilities to test certain equipment and technology that could, if successful, enhance toll collection, potentially eliminate the need for toll gantries and related equipment, advance the ability of communication between Mobility Authority infrastructure and road-user vehicles, and lead to more cost-effective Mobility Authority operations; and

WHEREAS, Kapsch has requested permission from the Mobility Authority to use 45 Southwest and the Mopac Express Lanes (the "Test Facilities") to conduct the testing described above; and

WHEREAS, such testing would be conducted in a manner which preserves the safety and convenience of the traveling public and the integrity of Mobility Authority facilities and right of way; and

WHEREAS, the Mobility Authority supports efforts to improve technology which may benefit its operations;

NOW, THEREFORE, in consideration of these premises and of the mutual covenants and Agreements of the parties hereto, it is agreed as follows:

**ARTICLE I
PROPOSAL**

Kapsch's description of the use of Mobility Authority property, including the Test Facilities, the nature of the testing activity, the placement of people and equipment that will be present on Mobility Authority property, and the deliverables to be received by the Mobility Authority is set forth in the Kapsch proposal attached hereto as Attachment A ("Proposal"). Kapsch agrees to be bound by the Proposal, provided that no work may be advanced until a notice to proceed is issued pursuant to Article III below.

**ARTICLE II
LIMITATION ON SCOPE OF USE**

It is expressly understood that the Mobility Authority does not purport hereby to grant any right, claim, title, or easement in or upon any Mobility Authority property, including without limitation the Test Facilities. Approval of this Agreement by the Mobility Authority does not constitute approval by or on behalf of any other entity, and Kapsch acknowledges that use of or access to any property other than that provided for herein is beyond the scope of this Agreement. Furthermore, the Mobility Authority reserves the right to terminate this Agreement in the event that it determines, in its sole discretion, that the testing activity is not an appropriate use of Mobility Authority property.

**ARTICLE III
EFFECTIVE DATE & TERM**

This Agreement becomes effective when signed by the last party who's signing makes the Agreement fully executed and shall terminate one year therefrom. Notwithstanding the date the Agreement becomes effective, no work may be undertaken on the Test Facilities or any other Mobility Authority property until the Mobility Authority has issued a notice to proceed, which shall only be given following the submission by Kapsch of a detailed plan for accessing and using the Test Facilities, the date(s) and duration for the use of the Test Facilities, the nature of the testing activities, and a schedule for sharing the results with the Mobility Authority. Approval of the detailed plan and issuance of a notice to proceed shall be at the sole discretion of the Mobility Authority.

**ARTICLE IV
REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION**

The Mobility Authority represents and warrants that it will make reasonable efforts to avoid any infringement of intellectual property rights belonging to Kapsch, by protecting Kapsch data in accordance with Article XIV, and to use said data in a manner consistent with Attachment A and this Agreement.

KAPSCH AGREES TO INDEMNIFY AND SAVE HARMLESS THE MOBILITY AUTHORITY, ITS OFFICERS, ITS AGENTS, CONTRACTORS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS AND FROM ALL LIABILITY AND DAMAGES FOR ANY AND ALL INJURIES OR DAMAGES SUSTAINED BY ANY PERSON OR PROPERTY AS A CONSEQUENCE OF THE ACTIVITY DESCRIBED IN ATTACHMENT A AND ANY RELATED ACTIVITY BY KAPSCH OR ITS AGENTS, INDEPENDENT CONTRACTORS, OR OTHERS ACTING ON ITS BEHALF OR

PARTICIPATING IN THE ACTIVITY DESCRIBED ON ATTACHMENT A TO THE EXTENT ANY SUCH SUITS, ACTIONS, CLAIMS OR OTHER LIABILITIES ARE CAUSED BY AN ACT, OMISSION, NEGLIGENCE OR MISCONDUCT OF KAPSCH. KAPSCH SHALL FURTHER INDEMNIFY THE MOBILITY AUTHORITY AND ACCEPT RESPONSIBILITY FOR ALL DAMAGES OR INJURY TO PROPERTY OF ANY CHARACTER OCCURRING DURING THE PROSECUTION OF THE ACTIVITY RESULTING FROM ANY ACT, OMISSION, NEGLIGENCE OR MISCONDUCT ON THE PART OF KAPSCH OR ITS AGENTS, INDEPENDENT CONTRACTORS, OR OTHERS ACTING ON ITS BEHALF OR PARTICIPATING IN THE ACTIVITY DESCRIBED ON ATTACHMENT A IN THE MANNER OR METHOD OF EXECUTING THE ACTIVITY. KAPSCH ASSUMES ALL COSTS ASSOCIATED WITH OR BECAUSE OF THIS AGREEMENT.

THE MOBILITY AUTHORITY, HAVING THE LEGAL RIGHT TO OCCUPY MOBILITY AUTHORITY PROPERTY, IS NOT RESPONSIBLE OR LIABLE FOR DAMAGES TO THE PROPERTY OR OPERATIONS OF KAPSCH, OR ANY ORIGINAL EQUIPMENT MANUFACTURER (“OEM”) PARTICIPATING IN THE ACTIVITY DESCRIBED ON ATTACHMENT A AND WHOSE IDENTITY AS A PARTICIPANT HAS BEEN PREVIOUSLY DISCLOSED TO THE MOBILITY AUTHORITY, EXCEPT FOR ANY DAMAGES RESULTING FROM THE MOBILITY AUTHORITY’S GROSS NEGLIGENCE AND WILLFUL MISCONDUCT. KAPSCH ACKNOWLEDGES THAT UTILITY INSTALLATIONS OWNED BY OTHERS EXIST IN THE MOBILITY AUTHORITY PROPERTY. KAPSCH SHALL SAVE HARMLESS THE MOBILITY AUTHORITY FROM ANY AND ALL SUITS OR CLAIMS RESULTING FROM DAMAGE TO ANY UTILITY INSTALLATION DUE TO THE ABOVE REFERENCED ACTIVITY WHERE SAID SUITS OR CLAIMS ARISE FROM AN ACT, OMISSION NEGLIGENCE OR MISCONDUCT OF KAPSCH OR ITS AGENTS, INDEPENDENT CONTRACTORS, OR OTHERS ACTING ON ITS BEHALF OR PARTICIPATING IN THE ACTIVITY DESCRIBED ON ATTACHMENT A.

**ARTICLE V
RESTORATION OF PROPERTY**

Kapsch will avoid or minimize damage on or outside of the Test Facilities to be used pursuant to this Agreement and any other property affected by the activity described herein. Kapsch will, at its own expense, restore or repair damage occurring on or outside Mobility Authority property, including but not limited to gantries, cabling, cameras, computers, overhead signs, signs, traffic signals, etc., to a condition equal to or better than that existing before the testing, and restore the natural and cultural environment in accordance with federal and State laws and Mobility Authority standards, including landscape and historical features. Any actual and verifiable costs incurred by the Mobility Authority for repairs to the Mobility Authority property, for the removal of debris or equipment left behind, or for any other necessary restoration work as a result of the activity will be billed to Kapsch at cost (which shall include costs associated with Mobility Authority employees as well as third-party costs). Kapsch shall make full and complete payment to the Mobility Authority within sixty-five (65) calendar days from receipt of Mobility Authority's written notification. Payments not received within sixty-five (65) days of Kapsch's receipt of an invoice therefor shall accrue interest at the rate of

twelve percent (12%) per annum or the maximum rate allowed by law, whichever is less. The provisions of this section shall not apply to reasonable wear and tear.

**ARTICLE VI
COMPLIANCE WITH LAWS**

Kapsch's performance shall be in compliance with all federal, State, and local laws, ordinances, and regulations, as well as Mobility Authority Policies, including but not limited to, the Endangered Species Act of 1973, 16 USC Section 1531 et seq., and the regulations thereunder as amended; the Texas Department of Transportation ("TxDOT") erosion and sedimentation control standards and TxDOT Vegetation and Management Standards, which may in any way regulate or control the activity; and all State and federal environmental laws and any conditions required by the Mobility Authority to protect the environment.

**ARTICLE VII
OTHER APPROVALS REQUIRED**

Kapsch shall be responsible for obtaining any necessary approval, permit, or other documentation required from any other entity to allow for performance of the testing activities ("Approval"). If any Approvals are required, copies shall be provided to the Mobility Authority prior to beginning any work authorized herein. Failure to obtain or provide any Approval shall result in termination of this Agreement.

**ARTICLE VIII
TRAFFIC CONTROL**

The Parties do not anticipate that the use of the Test Facilities as provided for in this Agreement will require any lane closures or will otherwise impede or impact traffic flow and/or toll collection operations ("Traffic Impacts"). In the event that there will be any Traffic Impacts, Kapsch will be responsible for submitting a traffic control plan to the Mobility Authority for its approval prior to initiating any activities that will result in any type of Traffic Impact. Approval if any traffic control plan shall be at the Mobility Authority's sole discretion.

**ARTICLE IX
INSURANCE**

Prior to the Mobility Authority issuing a notice to proceed, Kapsch must provide the Mobility Authority with a "Certificate of Insurance" showing the Mobility Authority as an additional insured for Comprehensive General, Automobile and any Excess/Umbrella Liability policies utilized to meet the requirements herein, providing coverage at the following levels:

- a) Workers Compensation, providing statutory benefits, and Employers Liability with limits of \$1,000,000.
- b) Comprehensive General Liability, including products/completed operations liability and contractual liability, in the amount of \$2,000,000 per occurrence for bodily injury and property damage.

c) Automobile Liability insurance in the amount of \$2,000,000 per occurrence for bodily injury and property damage.

d) Excess liability insurance in the amount of \$1,000,000 per occurrence and aggregate.

The certificate shall include a waiver of all rights of subrogation against the Mobility Authority and that coverage shall not be modified or cancelled without thirty (30) days written notice. The required insurance must be maintained for the duration of this Agreement and must cover any obligations hereunder following termination of this Agreement.

ARTICLE X TERMINATION

This Agreement shall terminate on the earlier of the expiration of the term provided for in Article III or the final date of Kapsch's use of the Test Facilities and other Mobility Authority Property as specified in Attachment A, unless terminated by the Mobility Authority for reasons of its own and not subject to mutual consent of Kapsch.

The termination of this Agreement shall extinguish all rights, duties, and obligations of the Mobility Authority and Kapsch except for those set forth in Article IV and V, which shall survive the termination hereof. Prior to termination of this Agreement, Kapsch shall vacate the Test Facilities and other Mobility Authority property and restore it to the original condition in a manner described herein, reasonable wear and tear excepted.

ARTICLE XI SOLE AGREEMENT, AMENDMENT REQUIRED

This Agreement constitutes the sole and only Agreement between the parties hereto and supersedes any prior understandings and/or written or oral Agreements between the Mobility Authority and Kapsch with respect to the subject matter hereof. Any changes in the time frame, character, or responsibilities of the parties shall be enacted by a written amendment executed by the Mobility Authority and Kapsch.

ARTICLE XII DISPUTES

Should disputes arise between the parties regarding the obligations and responsibilities established herein, the Mobility Authority's decision shall be final and binding. This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The Parties acknowledge that venue is proper in Travis County, Texas, for all disputes arising hereunder and waive the right to sue and be sued elsewhere.

ARTICLE XIII SEVERABILITY

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall

not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE XIV OWNERSHIP OF TEST RESULTS

“Confidential” means all nonpublic information concerning the Proposal or relationship between the parties, as disclosed by either party, its affiliates or agents (collectively, the “Disclosing Party”) to the other party, its affiliates or agents (collectively, the “Receiving Party”) that is designated as confidential as provided below.

If Confidential information is disclosed in non-tangible form, the Disclosing Party shall confirm in a writing delivered to the Receiving Party within thirty (30) days of the disclosure that such information is Confidential.

Kapsch shall retain any and all rights to the results of the testing described in Attachment A. Kapsch shall provide a report in the form of a white paper to the Mobility Authority no later than sixty (60) days after the testing activity ceases. The white paper shall summarize the testing results and shall, at a minimum, include the information described in Attachment A, including without limitation, the information described in Section 9 thereof. Nothing in this Agreement shall convey to the Mobility Authority property rights of any kind or divest Kapsch of its exclusive ownership of the results, provided that the Mobility Authority shall not be restricted in its right to use or publicly disclose the white paper. The Mobility Authority shall have the right to publicly discuss and/or disclose the testing activity and the results thereof (in addition to what is included in the white paper), provided that it shall not disclose any information designated Confidential by Kapsch and conspicuously labeled or subsequently reported as such. In the event the Mobility Authority desires to include information concerning the testing activity and the results thereof in publications or other written material for distribution at governmental or public-facing conferences, it shall label all publications and written material with proper branding for Kapsch and any OEM partner participating in the testing activity.

Kapsch understands and agrees that the Mobility Authority is subject to the Texas Public Information Act. Notwithstanding the foregoing, if any of the materials submitted by Kapsch to the Mobility Authority are clearly and prominently labeled "Trade Secret" or "Confidential" by Kapsch, or subsequently reported as Confidential, the Mobility Authority will endeavor to advise Kapsch of any request for the disclosure of such materials prior to making any such disclosure to any entity for any purpose. Under no circumstances, however, will the Mobility Authority be responsible or liable to Kapsch or any other person for the disclosure of any such labeled materials if the disclosure is required by law, or court order, or occurs through inadvertence, mistake or negligence on the part of the Mobility Authority.

In the event of a request concerning the disclosure of any material marked by Kapsch as "Trade Secret" or "Confidential," the Mobility Authority shall notify Kapsch of the request and retain the material until otherwise ordered by a court or the Office of the Texas Attorney General, and Kapsch shall be fully responsible for otherwise prosecuting or defending any action concerning the release of the materials at its sole cost and risk; provided, however, that the Mobility Authority

reserves the right, in its sole discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable.

**ARTICLE XV
NOTICES**

All notices to either party by the other required under this Agreement shall be (a) delivered personally, (b) sent by certified mail, return receipt requested, (c) sent via electronic mail with read receipt, or (d) sent via U.S. mail, with delivery receipt requested, addressed to such party at the following addresses:

For the Mobility Authority:

Central Texas Regional Mobility Authority
Attn: Mike Heiligenstein, Executive Director
3300 N. IH 35, Suite 300
Austin, Texas 78705
t: 512-996-9784

For Kapsch:

Kapsch TrafficCom USA, Inc.
Attn: Steve Sprouffske
8201 Greensboro Drive, Suite 1002
McClean, Virginia 22102
t: 760-525-5454

With a copy to:

CTRMA General Counsel
Attn: Geoff Petrov
3300 N. IH 35, Suite 300
Austin, Texas 78705
t: 512-450-6313

All notices shall be deemed given on the date so delivered. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

**ARTICLE XVI
SIGNATURE WARRANTY**

The undersigned signatory for Kapsch represents and warrants that they are an officer of the company and that they have the full and complete authority to enter into this Agreement on behalf of Kapsch.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed on the dates shown.

THE MOBILITY AUTHORITY

KAPSCH TRAFFICCOM USA, INC.

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

By: _____
Signature

Name: _____

Title: _____

Date: _____

By: _____
Signature

Name: **Mike Heiligenstein**

Title: **Executive Director**

Date: _____

Attachment A
KAPSCH PROPOSAL

[insert proposal prior to execution]