

**FIRST AMENDMENT
TO INTERLOCAL AGREEMENT BETWEEN
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND HARRIS COUNTY**

THIS AMENDMENT (referred to herein as this “Amendment”) is entered into by and between the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, a local government corporation organized under the laws of the State of Texas (“CCRMA”) and HARRIS COUNTY, a body corporate and politic organized under the laws of the State of Texas (the “County”) acting by and through Harris County Toll Road Authority (HCTRA). This Amendment becomes effective when fully executed by both parties.

RECITALS:

- A. Effective July 18, 2023, CCRMA and Harris County (each a “Party”, together “Parties”) entered into an Interlocal Agreement for Tolling Services (the “Agreement”) to provide interoperability and tolling services for CCRMA toll road(s) which are open to the traveling public (collectively called “the Project”).
- B. In accordance with Section 15. Written Amendments, the Parties wish to amend the Agreement to provide for CCRMA’s engagement of HCTRA to provide certain toll collection, customer service and interoperability functions and services for the CCRMA tolling projects, on and subject to the terms and conditions set forth in this Agreement.
- C. In consideration of the mutual covenants and agreements contained herein, CCRMA and Harris County mutually agree as follows:

I.

Recital A of the Agreement is hereby amended to clarify the scope of the Project and to read as follows:

Effective July 18, 2023, CCRMA and Harris County (each a “Party”, together “Parties”) are entering into this Agreement pursuant to which Harris County will provide interoperability and tolling services as defined herein in this Agreement for CCRMA Projects which are open to the traveling public, and are either located in Cameron County, Texas, or outside of Cameron County, Texas, as authorized under TEX. TRANSP. CODE §370.033 (as may sometimes be referred to in this Agreement as the “CCRMA region” and collectively called “the Project”).

Section 1 of the Agreement titled “Consideration” is hereby amended to read as follows:

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

II.

Section 4 of the Agreement titled "Harris County Responsibilities" is hereby amended to add the following:

d. Beginning on the Service Commencement Date, as described in Exhibit B Scope of Work, Harris County will provide tolling services for the Project, including, customer account maintenance (for CCRMA and EZ TAG customers), transponder supply, toll collection, bank clearinghouse, Back Office System (BOS), Toll Violation Invoices, and interoperability services.

e. Harris County will supply, operate, and maintain the HCTRA BOS and facilitate interconnection of the CCRMA Project(s) to the HCTRA BOS. HCTRA will provide these services for Transponder Transactions and Video Transactions. As part of the services it will provide, HCTRA will conduct video image reviews, as required to determine Video Transactions in accordance with CCRMA's business rules, of the data that CCRMA submits.

f. Harris County will facilitate the collection of tolls, fees, fines, and costs associated with Toll Violations that occur on the Project using the HCTRA BOS, including referral of collection accounts to the outside collection firm hired by CCRMA. If CCRMA selects a firm different from ones established through Harris County, CCRMA will be responsible for the cost of developing any necessary system changes that ensue. Harris County will not be involved in any administrative hearing process, except to provide required documentation of the toll and subsequent conversion to a violation.

g. Harris County will supply tolling services on a non-discriminatory basis (i) in accordance with the requirements of this Agreement and Harris County's standard management practices, procedures, protocols, and business rules with which it performs such services and functions for its own facilities, and (ii) at the same level of service Harris County provides customers on its own facilities.

h. Harris County will provide user access to the Back Office System to run the required reports and manage the Project, as applicable.

i. Harris County will migrate 6 months of data and account history from CCRMA current BOS to HCTRA BOS for business continuity. Any data other than this would be maintained by CCRMA directly and used accordingly.

III.

Section 5 of the Agreement titled "CCRMA Responsibilities" is hereby amended to add the following:

c. To facilitate Harris County's performance of tolling services, CCRMA will cooperate with Harris County during the implementation of the Project.

- d. CCRMA will perform operations using the HCTRA BOS to perform functions including call center operations, account management and account maintenance, issuance of transponders, invoice payments, toll collection, revenue handling and accounting, customer service and support.
- e. CCRMA will set the toll rates and toll classifications on the Project. CCRMA will provide the initial toll schedule to Harris County prior to opening a portion of the Project or any segment of the Project and will promptly notify Harris County in writing of any changes in the toll schedule. Harris County will implement such toll rate changes within 60 days of receipt of official notice from CCRMA.
- f. CCRMA agrees to use electronic toll collection systems on the Project and Harris County will utilize toll collection payment methods on the Project that are consistent with the payment methods used on its own all-electronic toll facilities. If Harris County elects to change the toll collection payment methods utilized on its own all-electronic facilities, the same changes will also apply to the Project. Harris County will notify CCRMA at least 60 days prior to implementing any such change.
- g. CCRMA will establish and maintain toll violation fines and fees ("Fines and Fees") consistent, or as reasonably consistent as possible as agreed by agencies.
- h. CCRMA will provide or arrange to provide, at its discretion, law enforcement services for Toll Violation and traffic enforcement for the Project.
- i. CCRMA agrees to use electronic toll collection systems on the Project) and requires Users to have an account.
- j. CCRMA will provide all maintenance services for mowing, landscaping, signage, striping, and routine repairs such as painting and seeping for locations directly within the Project.
- k. CCRMA shall provide Harris County with all necessary design documentation for successful implementation of the Project.

IV.

Section 6 of the Agreement titled "Cooperative Efforts" is hereby amended to add the following:

- g. The Parties will cooperate on toll violation enforcement (law enforcement) efforts on the Project.
- h. CCRMA will establish and maintain toll violation fines, fees, and costs and provide Harris County with the schedule.
- i. The Parties will coordinate all planned segments of the Project to, among other things, efficiently allocate resources, review plans, and procure needed equipment.

j. All requests from CCRMA to HCTRA hereunder shall be in writing from the Chairman of CCRMA or authorized representative.

V.

Section 8 of the Agreement titled “Records and Audit Rights” is hereby amended to add the following:

By the 15th day of each month Harris County shall provide to CCRMA a report of the Transactions for the previous month. The report shall (a) report the number of Transactions during the preceding month, and (b) categorize the Transactions as: Transponder Transactions, Video Transactions, Interoperable Transactions, or Non-Complying Transactions. Non-Complying Transactions shall be further categorized by the reasons for them being categorized as Non-Complying Transactions.

VI.

Section 27 titled “Compensation for Services” is hereby added to the Agreement and reads as follows:

a. CCRMA will pay HCTRA for the services Harris County has agreed to provide as follows:

The following flat fee structure will be applicable for this project:

Service	Cost to CCRMA
Flat Fee	\$30K/ month*
IOP Transactions (pass through)	5 cents per transaction + 3% of the toll amount

**The flat fee covers up to \$7,000,000 in toll revenue per month. In the event \$7,000,000 in toll revenue per month is exceeded, an additional fee of \$50,000 will be assessed for every \$1,000,000 in toll revenue exceeding \$7,000,000 in a given month.*

b. CCRMA will receive and retain 100% of the Administrative Fee collected for Toll Violations on the Project.

c. CCRMA may request Harris County to provide other services, such as software changes, including new functionality, additional parameters, toll rate changes, and including the overflow of calls and training support as may be needed from time to time by the CCRMA from Harris County. If Harris County provides other requested services, CCRMA shall reimburse Harris County for such services.

d. Harris County will not charge CCRMA for Transactions during testing periods or when tolling has been suspended by CCRMA.

VII.

Exhibit A Definitions attached to the Agreement is amended to add the following definitions:

“Effective Date” The Effective Date of this Agreement shall be the date it is approved by the Cameron County Regional Mobility Authority or the Harris County Commissioners Court (or their delegate), whichever is the last to occur.

“Fines” means the fines imposed at the discretion of administrative hearing officers under the authority of Texas Transportation Code, § 284.208 or § 284.209.

“Fees” means the fees imposed in the violation and escalation notices for non-payment of toll charges.

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

“Non-Revenue Transaction” means a transaction for which no toll is required. These include, but are not limited to, transactions involving authorized emergency vehicles, military vehicles, and vehicles qualifying for free passage under Tex. Transp. Code, § 372.053. CCRMA will adopt a non-revenue policy that is consistent with Harris County’s non-revenue policy, except that Harris County vehicles will not have free passage on the Project.

“Project” has the meaning set forth in the Recitals

“Toll Violation” means a failure or refusal to pay the toll imposed by CCRMA for operation of a vehicle on the Project.

“Toll Violation Invoice” means a notice prepared and sent by Harris County to collect tolls and fees associated with violations.

VIII.

All other terms and provisions of the Agreement shall remain in full force and effect as originally written.

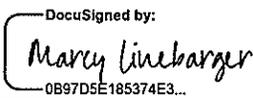
IN WITNESS WHEREOF, the Parties have executed this Amendment in multiple counterparts on the dates shown below, to be effective as of the date that this Amendment is fully executed by the Parties (the “Effective Date”).

[SIGNATURE PAGE FOLLOWS]

APPROVED AS TO FORM:

CHRISTIAN MENEFEE

Harris County Attorney

By:  _____
0B97D5E185374E3...

MARCY LINEBARGER
Senior Assistant County Attorney
24GEN1548

HARRIS COUNTY

By: _____

LINA HIDALGO
County Judge

DATE: _____

**CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY**

By: _____
FRANK PARKER
Chairman

DATE: _____

ATTESTED TO:

By: _____
Arturo Nelson
Secretary

Exhibit B Scope of Work

Project Summary

HCTRA offers CCRMA a fully integrated and configurable solution that provides significant and immediate benefits to you, your customers, and our shared customers. HCTRA proposes to provide a system configured to meet your current and future business rules and requirements to achieve the goals you have expressed through our discussions. This solution has the adaptability and flexibility to accommodate business rules of multiple entities/agencies as evidenced by HCTRA's processing transactions for multiple agencies/entities including Montgomery County, Houston Metro, Brazoria County and Blueridge Transportation Group.

Project Description

The CCRMA BOS (Back Office System) Transition Project involves the tasks related to the design, development, testing and transition of several existing and new systems into the HCTRA BOS. The effort includes reviewing and identifying any business gap in each stage of this transition to ensure the solution meets CCRMA needs. The project will consist of the following segments that can be planned simultaneously and executed in one phase.

- CCRMA BOS to HCTRA BOS
- Move CUSIOP interface from CTRMA to HCTRA

CCRMA BOS migration to HCTRA BOS

- HCTRA BOS to configure the CCRMA's SH550 lanes as HCTRA's managed agency.
- HCTRA BOS should receive all CCRMA AVI and Video transactions through HCTRA BOS webservice and process CCRMA transactions in BOS for HCTRA local posting and CUSIOP posting. Any remaining unposted video transactions will be processed through the Pay By Mail process.
- HCTRA BOS to allow CCRMA Customer Service to manage their accounts and customers independently of HCTRA Customer Service
- The Pay By Mail process will follow the current invoicing escalation process in place at CCRMA which includes four levels of invoices and escalation to collections.
- HCTRA BOS to perform the image review for CCRMA video transactions.
- HCTRA BOS should track the CCRMA transactions with valid SL scenarios as per transaction posting status.
- Standalone customer facing website with Fuego/CCRMA account management and payment for CCRMA Pay By Mail capabilities will be provided.

- CCRMA will continue to use their current collection vendor (Duncan solutions). Duncan will adopt to the HCTRA BOS collection ICD to receive transactions from HCTRA BOS
- HCTRA BOS should provide access to reports on CCRMA's transactions.
- HCTRA BOS System validations (functional, UAT) and integration testing to be performed by HCTRA BOS Vendor QA team before Go-Live.
- Migrate CCRMA BOS pre-paid accounts (~5K Fuego accounts) to HCTRA BOS
- Migrate PBM accounts with open receivables to HCTRA BOS with no more than six months of historical data
- Migrate open un-invoiced violations to HCTRA BOS
- Migrate active Private Accounts with no more than six months of historical data

Move CUSIOP interface from CTRMA to HCTRA

- Within HCTRA's BOS, modify the HCTRA TVL that is deliver to CUSIOP Hub to include Fuego tags
- Within HCTRA's BOS, update Inbound Transaction processing software for transactions from CUSIOP agencies using Fuego. Also, integrate Outbound Reconciliation processing software to include responses on Fuego tags
- Modify external interface software to account for Fuego tags in the CUSIOP TVL
- Testing of changes for Fuego tags in CUSIOP TVL
- Perform CUSIOP HUB integration testing with another participating agency from CUSIOP HUB agency to on-board CCRMA through HCTRA.

ORDER OF COMMISSIONERS COURT

Authorizing First Amendment to an Agreement with Cameron County Regional Mobility Authority and Harris County

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING A FIRST AMENDMENT TO AN AGREEMENT WITH CAMERON COUNTY REGIONAL MOBILITY AUTHORITY FOR INTEROPERABILITY AND TOLLING SERVICES

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County a First amendment to an agreement with Cameron County Regional Mobility Authority for interoperability and tolling services. The Agreement is incorporated by reference and made a part of this order for all intents and purposes as though set out in full word for word.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.