

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services (this "Agreement"), entered into on January 20, 2025 but made effective as of the date shown below (the "Effective Date"), is by and between Elle Toll Services LLC ("ETS"), on the one hand, and on the other by Fort Bend County Toll Road Authority ("FBCTRA") and Fort Bend Grand Parkway Toll Road Authority ("GPTRA," and collectively with FBCTRA, the "Authorities," and each individually, an "Authority"). (ETS and the Authorities are each referred to herein as a "Party" and, collectively, as the "Parties"). The Parties agree and covenant to be bound by the terms set forth in this Agreement as follows:

1. Consulting Relationship. Each Authority hereby retains ETS as a consultant, and ETS hereby agrees to be retained as a consultant, subject to the terms of this Agreement. ETS shall be an independent contractor and not an employee of the Authorities.
2. Consulting Services. ETS agrees that, during the term of this Agreement, ETS will devote its best efforts to its position as an independent consultant and will perform such consultation services (as set forth below) as may be required by the Authorities or the representatives of the Authorities and exercise a reasonable degree of skill and care in performing such Services.
3. Scope of Services. During the course of this Agreement, ETS shall perform certain services (the "Services") that have been approved by the Board of Directors of the Authorities, as fully set forth in the attached **Exhibit A**. ETS shall be compensated for performance of such Services, as set forth below in Section 5 of this Agreement. During the term of this Agreement, ETS or the Authorities may request or recommend certain changes or additions to the Services. In such case, the changes or additions shall be submitted to the Authorities for approval in the form of a new proposal, service order or supplemental agreement.
4. Term. This Agreement shall commence on the Effective Date and remain in effect for an initial term of one (1) year (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"), unless either party provides written notice of its intent to terminate the Agreement at least ninety (90) days prior to the end of the Initial Term or any subsequent Renewal Term. For clarity, termination pursuant to this provision shall not relieve either Party of any obligations or liabilities incurred prior to the effective date of termination.
5. Compensation. During the term of this Agreement, the Authorities agree to pay ETS for Services actually performed under this Agreement at the rates shown on the attached **Exhibit B**. ETS shall invoice each of the Authorities separately on a monthly basis or such other basis as the Parties may agree and shall furnish satisfactory documentation of the work performed (e.g. timesheets, billing rates, classifications, billing statements, etc.) as may be required by the Authorities. Payment shall be made within thirty (30) days of the approval of ETS's invoices by the Authorities. ETS shall not be entitled to participate in, or receive benefits under, any programs of the Authorities maintained for its employees or Fort Bend County employees, including without limitation life, medical, disability benefits, pension, profit sharing or other retirement plans or fringe benefits.
6. Expenses. ETS shall be entitled to reimbursement of expenses such as air travel or other travel beyond Fort Bend County or the adjacent counties, overnight hotel stays, copy charges, courier services and other expenses for supplies and materials that are reasonably incurred by ETS in connection with the performance of Services under this Agreement.
7. Statements and Reports. ETS agrees to submit an activity report detailing the Services provided pursuant to the terms of this Agreement on a monthly basis and at such other times as representatives of the Authorities shall request.

8. Confidentiality, Confidential and Proprietary Information. In the course of providing Services, ETS may be exposed to confidential and proprietary information of the Authorities. "Confidential and proprietary information" shall mean proprietary, sensitive, or confidential information of either Authority, whether orally, in writing, electronically, visually, or through any other means, including third-party confidential or proprietary information in possession of either Authority, business plans, strategies, and practices, financial information, personnel information, and any other information designated as confidential by either Authority or any such third-party, provided, however, the term does not include any information that is public information under applicable Texas law, including Chapter 552, Texas Government Code, or information that is or becomes publicly available through no fault of ETS.
9. Confidentiality Obligations. Except as otherwise expressly permitted in this Agreement, ETS shall not disclose or use in any manner, directly or indirectly, any confidential and proprietary information either during the term of this Agreement or at any time thereafter, except as required to perform duties and responsibilities under this Agreement or with the prior written consent of the Authorities.
10. Ownership and Reuse of Documents. All documents, including original drawings, estimates, specifications, field notes, and data created, produced, developed or prepared by ETS or its approved outside advisory or support consultants (collectively, the "Documents") shall be the property of the Authorities, subject to all of the following terms and conditions; provided, however, the Authorities shall not own and shall have no right to receive any documents not deemed "final" by the ETS until completion or termination of this Agreement, as applicable. ETS will deliver the Documents to the Authorities within 30 days of the completion or termination of this Agreement and may retain a set of reproducible record copies of the Documents, provided that ETS has received full compensation due pursuant to the terms of this Agreement. It is mutually agreed that the Authorities will use the Documents solely in connection with the toll projects of the Authorities and for no other purposes, except with the express written consent of ETS, which consent will not be unreasonably withheld. Any use of the Documents without the express written consent of ETS will be at the sole risk of the Authorities and without liability or legal exposure to ETS. The Authorities shall also be the owner of all intellectual property rights of the services rendered hereunder, including all rights of copyright therein. It is the intention of ETS and the Authorities that the services provided are a "work for hire" as the term is used in the federal Copyright Act. Moreover, ETS hereby agrees to assign, and by these presents, does assign to the Authorities, all of ETS's worldwide right, title, and interest in and to such work product and all rights of copyright therein. ETS agrees that all trademarks, trade names, service marks, logos, or copyrighted materials of the Authorities that ETS is permitted to use in connection with the services will not be used without the consent of the Authorities and shall remain the sole and exclusive properties of the Authorities, and this Agreement does not confer upon ETS any right or interest therein or in the use thereof.
11. Termination. ETS or the Authorities may terminate this Agreement, with or without cause or reason, by providing the other Party with ninety (90) days' prior written notice of such termination. In the event of ETS's inability for any cause or reason to perform the Services requested hereunder, as determined in the sole discretion of the Authorities, this Agreement shall terminate as of the first date of such inability to perform. The Authorities do not waive any other remedies allowed under Texas law. Upon termination of this Agreement for any reason, ETS agrees to return all Authority property, including but not limited to computers, cell phones, and any other electronic devices that are the property of either Authority, in good condition, reasonable wear and tear excepted. The Authorities shall compensate ETS for those Services which were provided under this Agreement prior to its termination and which have not been previously invoiced to the Authorities.

12. Inspection of Books and Records. ETS will permit the Authorities, or any duly authorized agent of the Authorities, to inspect and examine the books and records of the ETS for the purpose of verifying the amount of work performed under this Agreement. The Authorities' right to inspect shall survive the termination of this Agreement for a period of four years.
13. Compliance with Laws. ETS shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement.
14. Governing Law. The terms of this Agreement shall be governed exclusively by the laws of the State of Texas (not including its conflicts of law provisions). Any dispute arising from this Agreement shall be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.
15. Controlling Law Venue. The Parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.
16. State Law Verifications. ETS certifies and agrees that it (i) does not, nor will not, so long as the Agreement remains in effect, boycott Israel, as such term is defined in Chapter 808, Texas Government Code, (ii) does not engage in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; (iii) is not identified on a list prepared and maintained under Sections 806.051, 807.051, or 2252.153, Texas Government Code; (iv) does not, nor will not, so long as the Agreement remains in effect, boycott energy companies, as such term is defined in Chapter 809, Texas Government Code; (v) does not, nor will not, so long as the Agreement remains in effect, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as such term is defined in 2274.001(3), Texas Government Code; and (vi) is not (a) owned or controlled by (1) individuals who are citizens of China, Iran, North Korea, Russia or any designated country (as such term is defined in 113.003, Texas Business & Commerce Code); or (2) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, of any designated country; or (b) headquartered in China, Iran, North Korea, Russia or a designated country.
17. Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the Parties and supersedes all prior understandings of the Parties. No supplement, modification or amendment of this Agreement will be binding unless executed in writing by the Parties.
18. Notices. Any notice or other communication given or made to either Party under this Agreement shall be in writing and delivered by hand, to the address stated below or to another address as that Parties may subsequently designate by notice and shall be deemed given on the date of delivery:

If to the Authorities:

Fort Bend County Toll Road Authority
c/o Executive Director
245 Commerce Green Blvd, Suite 165
Sugar Land, Texas 77478
david@fbctra.com

If to ETS:

Lisa Castañeda
Elle Toll Services LLC
11715 Canyon Sun Ln
Tomball, Texas 77377
lisa_castaneda@att.net

19. Waiver. Neither Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly

and in writing. Waiver by either Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.

20. Further Assurances. At the request of one Party, the other Party shall execute and deliver such other documents and take such other actions as may be reasonably necessary to give effect the terms of this Agreement.
21. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.
22. No Assignment. Neither Party may assign, transfer, or delegate any of its rights, obligations, or interests under this Agreement, whether voluntarily, involuntarily, by operation of law, or otherwise, without the prior written consent of the other Party. Any attempted assignment, transfer, or delegation in violation of this provision shall be null and void and of no effect. Notwithstanding the foregoing, such consent shall not be unreasonably withheld in the case of an assignment to an affiliate or successor in interest in connection with a merger, acquisition, or sale of substantially all of a Party's assets
23. Counterparts; Electronic Signature and Delivery. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution and delivery of this Agreement by electronic means, including PDF or other electronic signature methods, shall have the same force and effect as execution and delivery of an original signed copy

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first written above.

Fort Bend County Toll Road Authority

By: James D. Rice
Name: JAMES D. RICE
Title: CHAIRMAN

Elle Toll Services LLC

By: Lisa Castañeda
Name: Lisa Castañeda
Title: Manager

Fort Bend Grand Parkway Toll Road Authority

By: James D. Rice
Name: JAMES D. RICE
Title: CHAIRMAN

EFFECTIVE DATE

THIS AGREEMENT IS EFFECTIVE ON THE DATE IT IS APPROVED BY THE FORT BEND COUNTY COMMISSIONERS COURT, AND IF NOT SO APPROVED SHALL BE NULL AND VOID.

DATE OF COMMISSIONERS COURT APPROVAL: _____

AGENDA ITEM NO.: _____

EXHIBIT A

SCOPE OF SERVICES

1. Serve as a consultant to each Authority by reporting to and responding to tasks assigned by the Executive Director and by preparing for and attending board meetings and providing reports, presentations, and recommendations. Assist with agenda development, respond to inquiries from the public, media, other agencies, and elected officials, and complete additional tasks as assigned by the Executive Director.
2. Oversee and manage consultants and contractors engaged by the Authority, in accordance with the direction of the Executive Director.
3. Assist in the preparation of the annual operating, capital project, and reserve budgets, as directed by the Executive Director.
4. Review and recommend approval of the Authority's financial records and invoices, as requested by the Executive Director.
5. Oversee the development of policies and procedures for the Authority's routine operations, as directed by the Executive Director.
6. Attend and/or facilitate stakeholder and community meetings related to the Authority's capital projects and operations, including matters relating to toll collections and enforcement, as directed by the Executive Director.
7. Coordinate communication, education, and outreach initiatives for each Authority, as directed by the Executive Director.
8. Attend operational meetings and conferences related to toll operations and serve as the Authority's representative, as directed.
9. Provide support to the Board and Executive Director on all matters related to the Authority, as directed.

EXHIBIT B

Elle Toll Services, LLC Rate Sheet

Consultant	Rate
Lisa Castaneda	\$207.00/hr

Travel & Expenses

Hotel:	Passthrough cost with itemized receipt.
Meals:	Passthrough cost with itemized receipt.
Travel:	Passthrough cost with itemized receipt.
	Vehicle travel charged at the current IRS allowable rate.
Printing:	Passthrough cost with itemized receipt.
Misc:	Passthrough as approved.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Elle Toll Servises, LLC
Tomball, TX United States

Certificate Number:
2025-1258207

Date Filed:
01/16/2025

Date Acknowledged:
01/16/2025

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

012025
Provide consulting services to support operations and maintenance of the Toll Road Department.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Castaneda, Lisa	Tomball, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)