RESOLUTION NO. 80- 15

A RESOLUTION

AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH ROTAN MOSLE, INC., FOR PENSION FUND PERFORMANCE MEASUREMENT SERVICES.

WHEREAS, a Request for Proposals for Pension Fund Performance Measurement Services was issued on October 15, 1979; and

WHEREAS, four (4) responses were received; and

WHEREAS, after extensive evaluation and interviews, the firm of Rotan Mosle, Inc., was found to be the lowest responsive proposal.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The Executive Director be authorized to execute an agreement with the firm of Rotan Mosle, Inc., for Pension Fund Performance Measurement Services, a copy of said agreement being attached hereto and made a part hereof.

Section 2: Total proposal amount for the services is $11,500.00.

Section 3: This resolution shall be effective immediately upon its passage.

PASSED this 23rd day of January, 1980.

APPROVED this 23rd day of January, 1980.

Daniel C. Arnold, Chairman of the Board

ATTEST:

Ninfa Laurenzo, Secretary

APPROVED AS TO SUBSTANCE:

Walter Addison, Executive Director

APPROVED AS TO FORM:

Legal Counsel
RESOLUTION NO. 80-16

A RESOLUTION

AUTHORIZING EXECUTION OF A SECOND AMENDATORY AGREEMENT WITH BERNARD JOHNSON INCORPORATED FOR PROFESSIONAL ENGINEERING SERVICES IN CONNECTION WITH FINAL DESIGN AND CONSTRUCTION OF THE KASHMERE MAINTENANCE FACILITY.

WHEREAS, in December, 1977, the City of Houston entered into an agreement with Bernard Johnson Incorporated, for professional services in connection with the design and engineering of the Kashmere Maintenance Facility; and

WHEREAS, pursuant to the terms of the Purchase Agreement between the City of Houston and the Metropolitan Transit Authority, dated December 29, 1978, the MTA assumed responsibility for this agreement; and

WHEREAS, the MTA entered into an Amendatory Agreement with Bernard Johnson Incorporated in connection with the final design of Kashmere Maintenance Facility on January 17, 1979; and

WHEREAS, the MTA requires that additional engineering services in connection with the final design phase of the Kashmere Maintenance Facility be performed which were not included in the original Agreement or the Amendatory Agreement; and

WHEREAS, such Amendatory Agreement did not provide for engineering services during the construction phase of the Kashmere Maintenance Facility; and

WHEREAS, the MTA requires additional engineering services in connection with the construction of the Kashmere Maintenance Facility.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The Executive Director be authorized to execute and the Secretary or Assistant Secretary to attest a Second Amendatory Agreement with Bernard Johnson Incorporated for professional engineering services in connection with the Kashmere Maintenance Facility providing for engineering
services during the construction phase of the Facility and for additional engineering services during the final design phase of the Facility.

Section 2: Compensation to be paid to Bernard Johnson Incorporated for the construction phase of the contract shall not exceed $358,920.00.

Section 3: That the Executive Director be authorized to determine the additional services needed by the MTA to be performed in the final design phase.

Section 4: That the Executive Director be authorized to negotiate the amount of compensation to be paid to Bernard Johnson Incorporated for the additional services to be performed in the final design phase.

Section 5: This Resolution be effective immediately upon its passage.

PASSED this 23rd day of January, 1980.
APPROVED this 23rd day of January, 1980.

ATTEST:

METROPOLITAN TRANSIT AUTHORITY

APPROVED: (SUBSTANCE)

APPROVED: (FORM)

Legal Counsel
RESOLUTION NO. 80-17

A RESOLUTION

AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH S.A.G.E., INC., OF HOUSTON FOR LEASE OF THE GULF FREEWAY SAGE PARKING LOT AS A PARK & RIDE FACILITY.

WHEREAS, the Sage Department Store has been the site of service for the Interstate 45 - Gulf Freeway Park & Ride since 1977; and

WHEREAS, previous lease agreements were negotiated by the City of Houston; and

WHEREAS, Metro now wishes to provide for formal arrangements with the Gulf Freeway Sage Department Store for continued use of the property as an interim park & ride site.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The Executive Director be authorized to execute a lease agreement with S.A.G.E., Inc. of Houston, for use of the Gulf Freeway Sage parking lot as a park & ride facility, a copy of said agreement being attached hereto and made a part hereof.

Section 2: Lease cost is $1.00 per year.

Section 3: This agreement shall be effective immediately upon its passage.

PASSED this 23rd day of January, 1980.

APPROVED this 23rd day of January, 1980.

Daniel C. Arnold, Chairman of the Board

ATTEST:

Nina Laurenzo, Secretary
RESOLUTION NO. 80-17 (Page 2)

APPROVED AS TO SUBSTANCE:

Walter Addison, Executive Director

APPROVED AS TO FORM:

Legal Counsel
PARK-AND-RIDE
LEASE AGREEMENT

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This LEASE AGREEMENT made and entered into by and between S.A.G.E., Inc. of Houston, hereinafter called "Lessor", and the Metropolitan Transit Authority, a governmental body politic and corporate, hereinafter called "Lessee";

WITNESSETH:

WHEREAS, Lessor is the lessee of certain real property located in Harris County, Texas (hereinafter called "the premises"), same being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes, Lessor has the full right and authority to grant to Lessee the hereinafter described use of the premises without the necessity of obtaining the consent of the record owner of the premises or any other person or entity, and Lessor is willing to grant the non-exclusive use of the parking areas, driveways, alleys and other rights-of-way located thereon; and

WHEREAS, Lessee desires to offer service from its bus transportation system to those members of the public who might find it convenient to connect with such service at a location at which automobile parking facilities are available; and

WHEREAS, Lessor and Lessee desire that such parking facilities as are located within the premises be used by Lessee for the purpose of offering same on a non-exclusive basis to those members of the public who might find it convenient to connect with Lessee's bus transportation system at that location;

NOW THEREFORE:

1. Subject to the provisions hereinafter set forth, and each in consideration of the duties, covenants and obligations of the other hereunder,
3. As rental for the lease and use of the premises, Lessee shall pay to Lessor at Lessor's address as hereinafter set forth, the sum of One Dollar ($1.00) per year, annually in advance.

4. It is understood and agreed by and between the parties that Lessee may use the premises only for the purpose of offering automobile parking facilities on a non-exclusive basis to those members of the public desiring to connect with Lessee's bus transportation system at that location. Lessee, subject to Lessor's written approval, may place on and about the premises such signs, markings, fixtures, shelters and/or portable structures as it deems necessary to organize and regulate the use of said parking facilities by members of the public, and Lessee may further cause other improvements, subject to Lessor's written approval, to be made to the premises including but not limited to repairs and replacements of the asphalt surface of the premises. Lessor hereby gives Lessee its consent to go upon the premises in connection with the construction of such improvements. Lessee has submitted to Lessor plans showing the design and proposed location of all such signs, markings, fixtures and/or portable structures, and Lessor has approved such plans. The maintenance of any and all such signs, markings, fixtures and/or portable fixtures shall be solely the responsibility of Lessee. Should any of Lessee's improvements require the use of electricity, water service or other utilities, Lessee agrees to pay within thirty (30) days of written notice of such expenses, all installation costs and other charges for use of such utilities as separately metered or as determined and agreed to by Lessor and Lessee, including Lessee's pro rata share of expenses resulting from the illumination of the premises.

5. Lessor reserves for itself non-exclusive use of the premises for parking of its invitees. Lessor agrees to indemnify and hold Lessee harmless from costs or expenses, including attorney fees, resulting from any claims or other causes of action arising out of any damage to person or property resulting from Lessor's use of the premises. Lessee agrees to indemnify and hold Lessor harmless from costs or expenses, including attorneys' fees, resulting from any claims or other causes of action arising out of any damage to persons or property resulting from Lessee's use of the premises.

6. Lessee agrees that it will not make any unlawful or extra-hazardous use of the premises and that it will not commit any waste thereupon. Lessee agrees to maintain the cleanliness of and to repair the premises and the mutual driveways, alleys and other rights-of-way. It is understood and agreed that Lessee retains title to any and all removable fixtures or property
gently proceeded toward curing such default or (b) Lessee, in its sole discretion, should make a formal determination that the benefit derived by the public from the availability on the premises of a connection with Lessee's bus transportation system is not greater than the expenditure incurred by Lessee in providing such service and Lessee has given Lessor thirty (30) days' written notice of such determination, Lessee may, at its option, terminate this lease whereupon Lessee shall remove its signs, markings, fixtures, shelters and other improvements in accordance with the terms hereof and this lease shall be of no further force and effect. Should the driveways, rights-of-way, parking areas or substantially all thereof, be destroyed by natural disaster, fire or other casualty, this lease shall be terminable by either of the parties hereto by thirty (30) days' written notice to the other of such destruction. Should this lease not be so terminated, Lessor agrees that it will promptly reconstruct said driveways, rights-of-way or parking areas, at Lessor's sole cost and expense, and Lessee agrees to replace its improvements at Lessee's sole cost and expense.

8. During the term hereof, Lessee agrees to maintain, at its sole cost and expense, general public liability and property damage liability and automobile general liability and property damage liability insurance with Lessee as named insured in at least the amounts shown with such deductibles as Lessee shall deem appropriate:

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<thead>
<tr>
<th>Public Liability Insurance</th>
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<tbody>
<tr>
<td>Bodily Injury</td>
<td>$1,500,000</td>
</tr>
<tr>
<td>Property Damage</td>
<td>500,000</td>
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</tbody>
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<tr>
<th>Automobile Liability Insurance</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Bodily Injury</td>
<td>$1,500,000</td>
</tr>
<tr>
<td>Property Damage</td>
<td>500,000</td>
</tr>
</tbody>
</table>

Said insurance shall provide protection for liability for damages to third parties for personal injury, death and property damage. Upon written request, Lessee shall furnish Lessor with certificates evidencing such insurance. Lessee will name Lessor on said policies as an additional insured.

9. In all publications of Lessee with respect to park-and-ride lots, Lessee agrees to include the proper acknowledgment of Lessor.
any subsequent breach. The respective rights and remedies granted by this agreement are distinct, separate and cumulative rights and remedies, and, whether or not exercised by the party so empowered, none shall be deemed to prejudice or exclude any other right or remedy whatsoever.

12. Each of the provisions, obligations and conditions of this Lease shall be binding upon, and inure to the benefit of, the successors and assigns of the respective parties hereto, and this Lease may not be amended except by a written instrument executed by both parties.

IN WITNESS WHEREOF, S.A.G.E., INC. has duly executed this Lease on this the ____ day of ________, 1980 and the METROPOLITAN TRANSIT AUTHORITY has duly executed this Lease on this the ____ day of ________, 1980, to be effective on the ____ day of ________, 1980.

S.A.G.E., INC. OF HOUSTON

By: ___________________________
Name: __________________________
Title: __________________________

-LESSOR-

Executed for and on behalf of the Metropolitan Transit Authority pursuant to Resolution No. ____ of the Board of Directors, passed on the ____ day of ________, 1980, and on file in the office of the Assistant Secretary of the Authority.

ATTEST:

Assistant Secretary

METROPOLITAN TRANSIT AUTHORITY

By: _______________________________________
Name: Walter J. Addison
Title: Executive Director

-LESSEE-
RESOLUTION NO. 80-18

A RESOLUTION

AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH SITE WORK & CONCRETE CONTRACTORS, INC., FOR IMPROVEMENTS TO THE GULF FREEWAY SAGE PARK & RIDE LOT.

WHEREAS, a bid package for improvements for the Park & Ride lot at the Gulf Freeway Sage Department Store was issued on December 17, 1979; and

WHEREAS, four (4) responses were received; and

WHEREAS, Site Work & Concrete Contractors, Inc., was found to have the lowest and responsive bid.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The Executive Director be authorized to execute an agreement for improvements to the Gulf Freeway Sage Park & Ride lot, a copy of said agreement being attached hereto and made a part hereof.

Section 2: Total bid amount is $71,846.25.

Section 3: This resolution shall be effective immediately upon its passage.

PASSED this 26th day of January, 1980.

APPROVED this 26th day of January, 1980.

Daniel C. Arnold, Chairman of the Board

ATTEST:

Nina Lawrence, Secretary

APPROVED AS TO SUBSTANCE:  APPROVED AS TO FORM:

Walter Addison, Executive Director  Legal Counsel