A RESOLUTION

AUTHORIZING THE GENERAL MANAGER TO NEGOTIATE, EXECUTE AND DELIVER A MODIFICATION TO THE CONTRACT WITH S&B ENGINEERS/CONSTRUCTORS, INC. FOR CIVIL AND STRUCTURAL ENGINEERING DESIGN SERVICES; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, METRO entered into a contract with S&B Engineers/Constructors, Inc. for civil and structural engineering design services; and

WHEREAS, it is necessary to increase the maximum authorized expenditures under the contract due to increased demands for services;

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

Section 1. The General Manager be and he is hereby authorized and directed to negotiate, execute and deliver a modification to the contract with S&B Engineers/Constructors, Inc. for civil and structural engineering design services by increasing the maximum authorized expenditure under the contract by $250,000.

Section 2. This resolution is effective immediately upon passage.

PASSED this 29th day of April, 1993
APPROVED this 29th day of April, 1993

ATTEST:

Assistant Secretary

Chairman
all personnel, overhead and maintenance costs associated with the operation of the Program, and must be submitted to the Executive Committee during the month of April of each year and approved by the Executive Committee no later than June 30th of each year. The Executive Committee must unanimously adopt the Budget. Each Party shall seek authorization for funding its allocated share of the Budget in accordance with its governing law and usual customs and practices. Should any party to this Agreement authorize funding at less than its allocated share, then by unanimous vote of the Members, the Budget shall either be adjusted to equal the amount funded by all Parties or one or more of the other Parties may agree to pay that portion of the Budget allocated but not funded. After the Budget has been approved by the Executive Committee and funded by the Parties, the Executive Director is authorized to incur costs and expenses, provided; however, that in no event shall costs or expenses be incurred, in the aggregate, in excess of the approved and funded Budget amount.

E. Accounting Records.

The Executive Director, on behalf of the Consortium, shall maintain all accounting books and records in accordance with generally accepted accounting standards. Such books and records shall be open to inspection by the Parties during reasonable business hours. All books and Records for each year shall be retained for at least six (6) years.
F. **Contracts.**

The Parties specifically agree that neither the Executive Committee, the Executive Director, nor the Consortium Staff shall have or has the power to contract on behalf of the Parties, either individually or as the Consortium.

G. **Funding.**

The Parties specifically acknowledge that the City upon execution of this Agreement is not obligating itself, nor agreeing to obligate itself, to allocate or appropriate funds by, through or under this Agreement.

V. **PROGRAM SYSTEMS OR COMPONENTS**

Responsibility for design and construction of various systems or components of the Regional Transportation Management System shall be the subject of separate agreements. Assignment of responsibility hereunder for the design, construction, operation or maintenance of a system, or a component thereof, shall not be the same as assignment of an ownership interest in such system or component thereof.

A. **Computerized Traffic Management System ("CTMS").**

The State shall design and construct that portion of the CTMS within its right-of-way, including the freeways, frontage roads, and high occupancy vehicle (HOV) lanes. METRO shall design and construct that portion of the CTMS for the HOV lanes and Park and Ride lots outside of the State's right-of-way and that portion of the CTMS which METRO constructs shall be compatible with the CTMS.
constructed by the State. METRO shall have the right to participate in the design of and to review and approve that portion of the CTMS for which it is responsible for funding, operating and maintaining.

B. Regional Computerized Traffic Signal System ("RCTSS").

The City may install computerized traffic signals throughout its arterial street system. If the City chooses to utilize State-supported software (i.e. SCS) for its arterial street system, then the State shall design and construct hardware at the controller boxes located at the intersections of the City's arterial streets and frontage roads that are a part of the RCTSS to be compatible with the CTMS. If the City chooses not to utilize State-supported software for its arterial street system, then the City may design and construct hardware at the controller boxes located at the intersections of the City's arterial streets and frontage roads and/or design and install interface software for the RCTSS that is compatible with the CTMS constructed by the State.

The County shall install computerized traffic signals throughout its arterial street system. If the County chooses to utilize State-supported software (i.e. SCS) for their arterial street system, then the State shall design and construct hardware at the controller boxes located at the intersections of the County arterial streets and State roads that are a part of the RCTSS to be compatible with the CTMS. If the County chooses not to utilize State-supported software for their arterial street system, then the County shall design and construct hardware at the controller boxes
located at the intersections of County arterial streets and State roads and/or design and install interface software for the RCTSS that is compatible with the CTMS constructed by the State

C. **Central Control Facility (CCF).**

The State shall acquire the right-of-way for and be responsible for site cleanup for the CCF building. METRO shall design the CCF building. METRO shall submit the plans and specifications for the CCF building to the City for review and approval. The City shall promptly review the plans and specifications and its approval shall not be unreasonably withheld.

The State shall construct the CCF building. The State shall require the construction contractor to submit a good and sufficient statutory payment and performance bond. The State shall require the construction contractor to maintain insurance policies which name each of the Parties as an additional insured.

The State shall require the construction contractor to comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations bearing upon the construction of the CCF.

During the construction, the Parties shall have the right to review all documents, maps, plats, records, photographs, reports or drawings affecting the construction of the CCF.

It is specifically understood by the Parties that METRO, the City nor the County shall be responsible for the actual construction of the CCF or the condition or maintenance of the CCF during construction.

12
A "Systems Integrator", shall be engaged by the State and shall be responsible for the installation of all electronic equipment at the CCF and ensuring that all CCF electronic equipment is compatible with all components of the CTMS and is capable of future expansion. The costs of the Systems Integrator shall be included in each year’s Budget and shall be borne by the Parties according to each Party’s percentage of contribution to the Budget. The cost of maintaining and updating equipment located within the CCF, janitorial services, upkeep of the grounds, utilities and maintenance of the CCF shall be included in the Budget. Each Party shall operate the system for which it is responsible from the Central Control Facility. Each Party’s system responsibility is as follows:

<table>
<thead>
<tr>
<th>SYSTEM</th>
<th>PARTY</th>
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<tbody>
<tr>
<td>FTMS</td>
<td>STATE</td>
</tr>
<tr>
<td>HOV SC&amp;C</td>
<td>METRO</td>
</tr>
<tr>
<td>SCS</td>
<td>STATE</td>
</tr>
<tr>
<td>RCTSS</td>
<td>CITY/COUNTY</td>
</tr>
</tbody>
</table>

The cost of installing, operating, maintaining and updating or replacing equipment located along or on the streets and roads for each system described above shall be the responsibility of the respective Party indicated above.

The Parties shall share a proportionate cost of the CCF design, construction, office furnishings, computer hardware and software, and other electronic amenities in accordance with a Design and Construction Agreement which shall be executed by all Parties and which shall set forth the Partys’ proportionate share of these costs (the "Proportionate Share").
Upon completion of construction of the CCF, the State shall assign an interest in the right-of-way and CCF to each of the other Parties equal to each Party's respective Proportionate Share. In addition, the State shall assign to each Party an interest in all construction contractor and design engineer warranties and performance and payment bonds equal to each Party's respective Proportionate Share. The State shall prepare and deliver to all other Parties, plans showing the CCF as constructed.

No Party shall be responsible for the acts or omissions of any other Party as regards the installation, operation, maintenance or updating of any of the equipment located either within the CCF or along the streets and roads.

VI.
MISCELLANEOUS PROVISIONS

A. **No Personal Liability.**

No commissioner, officer, agent, or employee of any Party shall be personally liable under any term or provision of this Agreement, or because of its execution or because of any breach hereof. Each Party shall assume the liability of the system(s) under their control.

B. **Immunity as a Defense.**

No signatory hereto or participating agency has agreed to waive any defense, right, immunity, or other protection under law, including any statutory provision, by entering into this Agreement or otherwise participating in the Integrated Transportation Management Program.
C. Termination of Consortium.

The Consortium can only be terminated through a majority vote of all Members at least ninety (90) days before the anniversary date of this Agreement on which such termination will be effective. Any cost relating to the termination of the Agreement shall be shared equally by the Parties hereto. Any funds remaining in the Budget at the time the Consortium is terminated shall be returned to the Parties according to their then percentage contribution to the Budget.

D. Notices.

All notices required under this Agreement shall be in writing and delivered personally or sent by certified or registered US Mail, postage prepaid, addressed to such party at the following respective addresses:

METRO: Metropolitan Transit Authority  
P. O. Box 61429  
Houston, Texas 77208-1429  
ATTENTION: General Manager

CITY: City of Houston  
P. O. Box 1562  
Houston, Texas 77251-1562  
ATTENTION: City Mayor

COUNTY: Harris County  
1001 Preston, Suite 911  
Houston, Texas 77002  
ATTENTION: County Judge

STATE: Texas Department of Transportation  
7721 Washington Avenue  
P. O. Box 1386  
Houston, Texas 77251-1386  
ATTENTION: District Engineer
and shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. All Parties hereto may change the above address by sending written notice of such change to the other in the manner provided for above.

E. Assignment.

This Agreement being based upon the special qualifications of each Party, any assignment or other transfer of this Agreement or any part hereof without the express consent in writing of the other Parties shall be void and of no effect.

F. Entire Agreement.

The entire Agreement between the Parties is contained herein and no change in or modification, termination or discharge of this Agreement in any form whatsoever shall be valid or enforceable unless it is in writing and signed by all Parties.

IN TESTIMONY OF WHICH, this Agreement, in multiple originals, each having equal force and effect, has been executed on behalf of the Parties hereto as follows:

a. It has on the ___ day of ____________, 1993, been executed on behalf of the County by the County Judge of Harris County, Texas, pursuant to an order of the Commissioners Court of Harris County authorizing execution.

b. It has on the ___ day of ____________, 1993, been executed on behalf of METRO by its General Manager and attested by its Assistant Secretary, pursuant to a resolution of its Board of Directors authorizing such execution.

c. It has on the ___ day of ____________, 1993, been executed on behalf of the City by the Mayor of Houston, Texas, pursuant to an order of the City Council of Houston authorizing such execution.
d. It has on the ___ day of _____________, 1993, been executed on behalf of the State by Milton M. Dietert, District Engineer, District No. 12, Texas Department of Transportation.
HARRIS COUNTY

By: JON LINDSAY, County Judge

APPROVED AS TO FORM:

MIKE DRISCOLL
County Attorney

By: ____________________________
ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE AN INTERLOCAL AGREEMENT BY AND BETWEEN HARRIS COUNTY, THE CITY OF HOUSTON, THE METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY, TEXAS, AND THE STATE OF TEXAS FOR A REGIONAL TRANSPORTATION MANAGEMENT PROGRAM

THE STATE OF TEXAS $  
COUNTY OF HARRIS $  

On this the ___ day of ____________, 1993, the Commissioners Court sitting as the governing body of Harris County, Texas, at a regular meeting, upon motion of Commissioner _____________, seconded by Commissioner ________________, duly put and carried,

IT IS ORDERED that County Judge Jon Lindsay be, and he is hereby authorized to execute for and on behalf of Harris County, an Interlocal Agreement by and between Harris County, the City of Houston, the Metropolitan Transit Authority of Harris County, Texas and the State of Texas for a Regional Transportation Management Program, said Interlocal Agreement being incorporated herein by reference for all purposes as though fully set forth word for word.
CITY OF HOUSTON, TEXAS

ATTEST/SEAL:

City Secretary

By: Bob Lanier, Mayor

APPROVED AS TO FORM:

Assistant City Attorney
L.D. File No. 75-93016

COUNTERSIGNED:

City Controller

DATE COUNTERSIGNED:
METROPOLITAN TRANSIT AUTHORITY
OF HARRIS COUNTY, TEXAS

Executed for any on behalf of the Metropolitan Transit Authority pursuant to Resolution No. the Board of Directors passed on the day of , 1993, and filed in the office of Assistant Secretary of Metro.

ATTEST:

Assistant Secretary

By: Robert G. MacLennan, P.E.
General Manager

APPROVED AS TO FORM:

Staff Counsel

Assistant General Manager -
Finance
Milton M. Dietert, P.E.
District Engineer, District No. 12
Texas Department of Transportation
RESOLUTION NO. 93-74

A RESOLUTION

AUTHORIZING THE GENERAL MANAGER TO NEGOTIATE, EXECUTE AND DELIVER A MODIFICATION TO THE CONTRACT WITH PIERCE, GOODWIN, ALEXANDER AND LINVILLE FOR ARCHITECTURAL DESIGN SERVICE; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, METRO entered into contract with Pierce, Goodwin, Alexander and Linville for architectural design services; and

WHEREAS, it is necessary to increase the maximum authorized expenditures under the contract due to increased demands for services;

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

Section 1. The General Manager be and he is hereby authorized and directed to negotiate, execute and deliver a modification to the contract with Pierce, Goodwin, Alexander and Linville for architectural design services by increasing the maximum authorized expenditure under the contract by $250,000.

Section 2. This resolution is effective immediately upon passage.

PASSED this 29th day of April, 1993
APPROVED this 29th day of April, 1993

ATTEST:

[Signature]
Assistant Secretary

[Signature]
William F. Burge, III
Chairman
A RESOLUTION

AUTHORIZING THE GENERAL MANAGER TO NEGOTIATE, EXECUTE AND DELIVER A MODIFICATION TO THE CONTRACT WITH BINKLEY & BARFIELD, INC. FOR CIVIL AND STRUCTURAL ENGINEERING DESIGN SERVICES; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, METRO entered into contract with Binkley & Barfield, Inc. for civil and structural engineering design services; and

WHEREAS, it is necessary to increase the maximum authorized expenditures under the contract due to increased demands for services;

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

Section 1. The General Manager be and he is hereby authorized and directed to negotiate, execute and deliver a modification to the contract with Binkley & Barfield, Inc. for civil and structural engineering design services by increasing the maximum authorized expenditure under the contract by $250,000.

Section 2. This resolution is effective immediately upon passage.

PASSED this 29th day of April, 1993
APPROVED this 29th day of April, 1993

ATTEST:

Assistant Secretary

Chairman
A RESOLUTION

AUTHORIZING THE GENERAL MANAGER TO NEGOTIATE, EXECUTE AND DELIVER A CONTRACT WITH SAFETY-KLEEN CORPORATION FOR VEHICLE PARTS CLEANER AND SPRAY PAINT GUN SYSTEM SERVICES; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, vehicle parts cleaning services and spray paint gun system services are needed to properly maintain METRO's buses; and

WHEREAS, METRO issued a Request for Proposals for the necessary services; and

WHEREAS, the firm of Safety-Kleen Corporation submitted the best proposal for the services;

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

Section 1. The General Manager be and he is hereby authorized and directed to negotiate, execute and deliver a contract with Safety-Kleen Corporation for vehicle parts cleaner and spray paint gun system services for a one year period with two one-year options. The initial term of the contract shall be in an amount not to exceed $179,515.

Section 2. This resolution is effective immediately upon passage.

PASSED this 29th day of April, 1993
APPROVED this 29th day of April, 1993

ATTEST:

Assistant Secretary

Chairman
A RESOLUTION

AUTHORIZING THE GENERAL MANAGER TO NEGOTIATE, EXECUTE AND DELIVER A CONTRACT WITH SOUTHWEST RESEARCH INSTITUTE FOR FUEL EMISSION AND ENGINE PERFORMANCE TESTS; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, METRO's new bus fleet contains Detroit Diesel 6V92 pilot ignition natural gas engines; and

WHEREAS, it is necessary to test the engine using different combinations of liquified natural gas and diesel fuel to determine which fuel would produce lower emissions and reductions in operating costs; and

WHEREAS, the Southwest Research Institute is the only laboratory in the United States authorized to conduct heavy duty transient testing of engines certified under the Environmental Protection Act and has previously conducted certification tests of the Detroit Diesel 6V92 pilot ignition natural gas engine; and

WHEREAS, it is appropriate that the Southwest Research Institute conduct the necessary fuel emission and engine performance tests required by METRO;

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

Section 1. The General Manager be and he is hereby authorized and directed to negotiate, execute and deliver a contract with Southwest Research Institute for fuel emission and engine performance tests for an amount not to exceed $30,000.
Section 2. This resolution is effective immediately upon passage.

PASSED this 29th day of April, 1993
APPROVED this 29th day of April, 1993

ATTEST:

[Signature]
Assistant/Secretary

[Signature]
William F. Burge, IZT
Chairman
A RESOLUTION

AUTHORIZING THE GENERAL MANAGER TO EXECUTE AND DELIVER A CONTRACT MODIFICATION WITH BROWN & ROOT, INC. FOR PHASE II OF THE RECONSTRUCTION OF BEECHNUT; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, the Board designated the reconstruction of Beechnut as a General Mobility project; and

WHEREAS, METRO entered into contract with Brown & Root, Inc. for Phase II reconstruction of Beechnut from the Southwest Freeway to IH-610 west; and

WHEREAS, the cost of the project has increased due to additional work necessitated by changed site conditions;

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

Section 1. The General Manager be and he is hereby authorized and directed to execute and deliver a modification to the contract with Brown & Root, Inc. for Phase II reconstruction of Beechnut from the Southwest Freeway to IH-610 West by increasing the maximum authorized expenditures under the contract by $400,000.

Section 2. This resolution is effective immediately upon passage.

PASSED this 29th day of April, 1993
APPROVED this 29th day of April, 1993

ATTEST:

[Signature]
Assistant Secretary

[Signature]
Chairman
A RESOLUTION

AUTHORIZING THE GENERAL MANAGER TO EXECUTE AND DELIVER A CONTRACT WITH KNAPP CHEVROLET FOR THE PURCHASE OF FORTY-SEVEN (47) POLICE PATROL VEHICLES; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, METRO issued an invitation for bid for the acquisition of forty-seven (47) support vehicles; and

WHEREAS, the apparent low bidder cannot guarantee delivery due to the manufacturer's production limits; and

WHEREAS, the second lowest responsive and responsible bid was submitted by Knapp Chevrolet; and

WHEREAS, Knapp Chevrolet can deliver the police patrol vehicles;

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

Section 1. The General Manager be and he is hereby authorized and directed to execute and deliver a contract with Knapp Chevrolet for the purchase of forty-seven (47) police patrol vehicles in an amount not to exceed $775,500.00.

Section 2. This resolution is effective immediately upon passage.

PASSED this 29th day of April, 1993
APPROVED this 29th day of April, 1993

ATTEST:

[Signatures]
RESOLUTION NO. 93-80

A RESOLUTION

AUTHORIZING THE GENERAL MANAGER TO NEGOTIATE, EXECUTE AND DELIVER A CONTRACT WITH MOOG, INC., FOR LNG FUEL NOZZLES AND RECEPTACLES; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, specialized fuel nozzles and receptacles are required for the safe transfer of liquified natural gas (LNG) from the storage tanks to the buses; and

WHEREAS, until recently, only one manufacturer provided acceptable LNG nozzles and receptacles; and

WHEREAS, Moog, Inc., Space Products Division, now produces LNG fueling equipment; and

WHEREAS, it is appropriate that METRO obtain LNG nozzles and receptacles manufactured by Moog, Inc. to evaluate product quality and performance;

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

Section 1. The General Manager be and he is hereby authorized and directed to negotiate, execute and deliver a contract with Moog, Inc., Space Products Division for the purchase of LNG fueling equipment in an amount not to exceed $31,500.00.
Section 2. This resolution is effective immediately upon passage.

PASSED this 29th day of April, 1993
APPROVED this 29th day of April, 1993

ATTEST:

Assistant Secretary

Chairman
RESOLUTION NO. 93-81

A RESOLUTION

APPROVING OF METRO’S PARTICIPATION IN A REGIONAL TRANSPORTATION MANAGEMENT PROGRAM; AUTHORIZING AND DIRECTING THE GENERAL MANAGER TO NEGOTIATE, EXECUTE AND DELIVER AN INTERLOCAL AGREEMENT AMONG THE STATE OF TEXAS, THE CITY OF HOUSTON, HARRIS COUNTY AND METRO FOR THE OPERATION AND MAINTENANCE OF SUCH A REGIONAL TRANSPORTATION MANAGEMENT PROGRAM; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, improved vehicular mobility, increased energy conservation and improved air quality can be facilitated by establishing a regional cooperative approach to transportation management which includes a coordinated implementation of various traffic management technologies to facilitate regional mobility across jurisdictional lines; and

WHEREAS, the regional cooperative approach to transportation management may best be accomplished through a Regional Transportation Management Program consisting of the design and construction of capital improvements individually and collectively by the respective participants in the Program; and

WHEREAS, the METRO Board of Directors is of the opinion that it is appropriate for METRO to participate in a Regional Transportation Management Program and to enter into an interlocal agreement to establish organizational structure and allocation of responsibilities for the creation, funding and operation of a Regional Transportation Management Program consortium within the Greater Houston region for the operation and maintenance of certain Program elements;
NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1. The Board of Directors hereby approves of METRO's participation in a Regional Transportation Management Program.

Section 2. The General Manager be and he is hereby authorized and directed to negotiate, execute and deliver an Interlocal Agreement for a Regional Transportation Management Program among the State of Texas acting through the Texas Department of Transportation, the City of Houston, Harris County and METRO essentially in the form and substance as set out in Attachment A hereto.

Section 3. This resolution is effective immediately upon passage.

PASSED this 29th day of April, 1993
APPROVED this 29th day of April, 1993

ATTEST:

[Signatures]

William F. Burge, III
Chairman
This INTERLOCAL AGREEMENT FOR A REGIONAL TRANSPORTATION MANAGEMENT PROGRAM ("Agreement") is made by and among the STATE OF TEXAS acting through its Department of Transportation ("State"), the CITY OF HOUSTON ("City"), HARRIS COUNTY ("County") and the METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY, TEXAS, ("METRO") (sometimes collectively referred to as the "Parties" or individually referred to as the "Party") acting through their duly authorized officers or employees shall be effective on the date that this Agreement has been executed by all the Parties hereto (the "Effective Date").

PREMISES

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other and a state agency to provide governmental functions or services; and

WHEREAS, The Texas Department of Transportation is an agency of the State; and

WHEREAS, the City is a municipal corporation and a local government as defined in V.T.C.A., Government Code § 791.003(4) (A); and

WHEREAS, the County is a political subdivision of the State of Texas and a local government as defined in V.T.C.A., Government Code § 791.003(4) (A); and
WHEREAS, METRO is a body corporate and politic organized and existing pursuant to V.T.C.S., Art. 1118x, and a local government as defined in V.T.C.A., Government Code § 791.003(4) (A); and

WHEREAS, the State, the City, the County, and METRO all have the authority to perform transportation management activities within their respective jurisdictional areas; and

WHEREAS, the Parties are of the opinion that achieving the objectives of improved vehicular mobility, increased energy conservation and improved air quality can be facilitated by establishing a regional cooperative approach to transportation management, which includes a coordinated implementation of various traffic management technologies to facilitate regional mobility across jurisdictional lines; and

WHEREAS, the regional cooperative approach to transportation management will be accomplished through a Regional Transportation Management Program ("Program") consisting of the design and construction of capital improvements individually and collectively by the respective Parties including a Computerized Transportation Management System ("CTMS"), an Intelligent Vehicle Highway System ("IVHS") and a Regional Computerized Traffic Signal System ("RCTSS") and a Central Control Facility ("CCF") and operation and maintenance of these capital facilities; and

WHEREAS, the Parties wish to enter into this Agreement to establish the organizational structure and allocation of responsibilities for the creation, funding and operation of a Regional Transportation Management Program Consortium
("Consortium") within the Greater Houston region for the operation and maintenance of certain Program elements.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, it is agreed as follows:

AGREEMENT

I. TERM AND TERMINATION

A. Term.

The term of this Agreement shall be for twelve (12) months commencing on the Effective Date. The term of this Agreement shall be automatically renewed for subsequent twelve (12) month periods, subject to the provisions of Section B below.

B. Termination.

During the first twelve months of this Agreement, any Party may terminate its participation in the Program by giving the other Parties thirty (30) days' written notice of such termination. Thereafter, any Party may terminate its participation in the Program, effective on the anniversary date of this Agreement, by giving ninety (90) days' written notice to the other Parties before such anniversary date. If a Party terminates its participation in this Agreement pursuant to this Section B, then such Party forfeits its percentage of contribution to the Budget for the twelve month period in which the termination occurs.
II.
PURPOSE OF THE REGIONAL
TRANSPORTATION MANAGEMENT PROGRAM CONSORTIUM

The Consortium shall provide for the operation and maintenance of the following Program elements:

1. Freeway Traffic Management System ("FTMS");
2. High Occupancy Vehicle (HOV) Lane Surveillance Communications and Control ("SC&C") System;
3. Frontage Road Signal Coordination System ("SCS");
4. Regional Computerized Traffic Signal System ("RCTSS") along Houston and Harris County principal arterial roads and streets;
5. Intelligent Vehicle Highway System ("IVHS"); and
6. Central Control Facility ("CCF").

The Consortium shall be organized and operate in accordance with all applicable State statutes, City Ordinances, Texas Department of Transportation Commission minute orders, administrative orders and circulars, County Commissioners' Court orders and METRO Board of Directors resolutions.

III.
EXECUTIVE COMMITTEE

A. Purpose of the Executive Committee.

The Program shall be administered by an Executive Committee which shall provide overall Program direction with respect to all matters within the scope of this Agreement. Each Party shall designate one person to be a member of the Executive Committee.
B. **Composition of Executive Committee.**

The Executive Committee shall be comprised of the chief executive officer, or equivalent thereof, of each Party to this Agreement, or his or her respective designee. Any designee shall be a senior level executive of that Party. Within ninety (90) days of the Effective Date of this Agreement, each Party shall designate its chief executive officer, the equivalent thereof, or designee and shall notify the other Parties in writing as to the person designated along with the designee’s business mailing address and business telephone number. (The Executive Committee shall sometimes collectively be referred to as the "Members" and individually as the "Member").

C. **Chairmanship of Executive Committee.**

The Executive Committee shall elect from its Members, by a majority vote of all Members, an Executive Committee Chairman who shall serve for one year, or until his or her successor is elected (the "Chairman"). Such election shall be held on or about each anniversary date of this Agreement or at the next Executive Committee meeting thereafter. If the Chairman resigns before his or her term is completed, then a meeting shall be held within thirty (30) days of the Chairman’s resignation and a new Chairman shall be elected by majority vote of all Members. The new Chairman shall serve for the remaining term of the Chairman who resigned.

D. **Procedures at Meeting.**

The Chairman shall call meetings of the Executive Committee and shall preside at Executive Committee meetings. No action shall
be taken by the Executive Committee unless a quorum is present. A quorum consists of any three of the four Members being present. Any Member may place items on the Executive Committee's meeting agenda by timely submitting the item to the Chairman before the meeting agenda is formulated and distributed to the Members. The Chairman shall submit the meeting agenda to the Members no later than seven calendar days before each meeting. Each Member shall have one vote on all matters brought before the Executive Committee. A majority vote of the Members present (with no less than a quorum present) shall be required to authorize any action or determination by the Executive Committee, except for those actions specified in this Agreement that require a majority vote of all of the Members. No action may be taken by the Executive Committee that would violate any applicable statute, law, regulation, court order, ordinance, commissioners' court order, or the articles of incorporation, by-laws or resolutions of METRO, and if such action is taken it shall be null and void.

IV.

STAFFING, OPERATIONS AND BUDGETING

A. Executive Director.

The Program shall be administered on a day-to-day basis by an Executive Director. The Executive Director shall have the usual and customary rights, privileges and obligations applicable to an executive level employee of the City. The hiring and termination of the Executive Director shall be subject to a majority vote of all of the Members.
The Executive Director shall:

1. Serve as Secretary to the Executive Committee, prepare the minutes of the meetings, maintain files for all minutes of meetings and records of the Consortium for the Executive Committee;

2. Make recommendations on the design, construction, operation and maintenance of an Integrated Transportation Management Program which includes the following elements:
   a. Freeway Traffic Management System;
   b. High Occupancy Vehicle (HOV) Lane Surveillance Communications and Control System;
   c. Frontage Road Signal Coordinator;
   d. Regional Computerized Traffic Signal System along Houston and Harris County principal arterial roads and streets;

3. Oversee operations and maintenance of the Central Control Facility;

4. Coordinate the role of enforcement in the operation and support of Traffic Management Systems/Activities;

5. Coordinate the traffic management responses to incidents and special events;

6. Coordinate the development and implementation of an Intelligent Vehicle Highway System (IVHS);

7. Coordinate the Motorist Assistance Program (MAP);
8. Coordinate regional traffic activities with other public agencies such as the Federal Emergency Management Administration and the Secret Service; and

9. Perform all other duties and tasks assigned by the Executive Committee.

B. **Staffing.**

The City shall provide the personnel to conduct the day-to-day operations of the Program, its systems and facilities as directed by the Executive Director ("Consortium Staff" or "Program Staff"). The costs of the Consortium Staff shall be included in each year's Budget and the City shall be reimbursed for these costs.

C. **Operating Procedures.**

The Executive Director shall prepare an Operating Procedures Manual (the "Manual") that will govern the day-to-day management and operations of the Consortium. This Manual shall be submitted to the Executive Committee for review and approval. The Executive Director shall periodically review the operating procedures Manual and recommend such changes as are deemed reasonable or necessary. The Executive Director also shall monitor implementation and compliance with the Manual. If there is any conflict between the Manual and the personnel practices and policies of the City, then the personnel practices and policies of the City shall control.

D. **Budgeting.**

The Executive Director shall prepare an Annual Operating Budget (the "Budget") on a calendar year basis for review and approval by the Executive Committee. The Budget shall provide for
Section 3. This resolution is effective immediately upon passage.

PASSED this 29th day of April, 1993
APPROVED this 29th day of April, 1993

ATTEST:

[Signatures]

Assistant Secretary

Chairman
A RESOLUTION

AMENDING BOARD RESOLUTION NO. 92-35 BY INCREASING THE MAXIMUM AUTHORIZED EXPENDITURES FOR THE TRANSPORTATION INFRASTRUCTURE MAINTENANCE AND SUPPORT PROGRAM GENERAL MOBILITY PROJECT THROUGH CALENDAR YEAR 1993; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, by way of Resolution No. 92-35, the Board of Directors adopted an accelerated and enhanced General Mobility program to include a General Mobility project to support the transportation infrastructure maintenance and support activities of METRO’s constituent jurisdiction; and

WHEREAS, the Board of Directors has considered a request by the City of Houston to increase the maximum available funding through calendar year 1993 for these transportation infrastructure maintenance and support activities; and

WHEREAS, the Board of Directors is of the opinion that increased funding of these activities is warranted;

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

Section 1. The Board of Directors hereby authorizes an increase in the maximum authorized expenditures under the Transportation Infrastructure Maintenance and Support Program General Mobility project to increase the maximum authorized funds available to the City of Houston through calendar year 1993 by $6.3 million, to Harris County by $1.8 million and to the fourteen other cities by $450,000.
Section 2. The General Manager be and he is hereby authorized and directed to negotiate, execute and deliver appropriate amendments to the individual interlocal agreements with the constituent jurisdictions to provide for the additional funding for transportation infrastructure and support activities.

Section 3. This resolution is effective immediately upon passage.

PASSED this 29th day of April, 1993
APPROVED this 29th day of April, 1993

ATTEST:

Assistant Secretary

William F. Burge, III
Chairman
A RESOLUTION

AUTHORIZING AND DIRECTING THE GENERAL MANAGER TO NEGOTIATE, EXECUTE AND DELIVER A CONTRACT WITH BEYER CONSTRUCTION, INC. FOR THE RECONSTRUCTION OF STUEBNER AIRLINE ROAD BETWEEN LOUETTA RD. AND THEISS GULLY; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, the Board of Directors has previously designated the reconstruction of Stuebner Airline Road between Louetta Rd. and Spring Cypress Road as a general mobility project to be constructed in two phases; and

WHEREAS, METRO invited bids for the first phase of the project between Louetta Road and Theiss Gully with the firm of Beyer Construction, Inc. submitting the lowest responsive and responsible bid;

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

Section 1. The General Manager be and he is hereby authorized and directed to execute and deliver a contract with Beyer Construction, Inc. for the reconstruction of Airline Road between Louetta Rd. and Theiss Gully in an amount not to exceed $2,036,241.30.

Section 2. This resolution is effective immediately upon passage.

PASSED this 27th day of May, 1993
APPROVED this 27th day of May, 1993

ATTEST:

Assistant Secretary

Chairman
RESOLUTION NO. 93-84

A RESOLUTION

AUTHORIZING AND DIRECTING THE GENERAL MANAGER TO EXECUTE AND DELIVER A CONTRACT WITH MURILLO SERVICES, INC. FOR THE CONSTRUCTION OF VARIOUS SIDEWALKS; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, METRO invited bids for the construction of sidewalks along Neuens, Witte Rd., North Post Oak Rd., Brooks Street, Chapman Street, Fulton Street, Hogan Street and Quitman Avenue; and

WHEREAS, the firm of Murillo Services, Inc. submitted the lowest responsive and responsible bid for construction of these sidewalks;

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

Section 1. The General Manager be and he is hereby authorized and directed to execute and deliver a contract with Murillo Services, Inc. for the construction of sidewalks on Neuens Street, Witte Rd., North Post Oak Rd., Brooks Street, Chapman Street, Fulton Street, Hogan Street and Quitman Avenue with the contract not to exceed $437,998.00.

Section 2. This resolution is effective immediately upon passage.

PASSED this 27th day of May, 1993
APPROVED this 27th day of May, 1993

ATTEST:

William F. Burge, III
Chairman