

STATE OF TEXAS

COUNTY OF HARRIS

**INTERLOCAL AGREEMENT
FOR A REGIONAL TRANSPORTATION MANAGEMENT PROGRAM**

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 herein by and through their respective duly authorized officers or employees, and this Agreement shall be effective on the date it is 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 of Houston 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 of Harris 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"), a Regional Computerized Traffic Signal System ("RCTSS") and a Central Control Facility ("ICCF") 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.

WHEREAS, in anticipation of the multi-agency transportation management program the State and METRO began development of the CCF by acquisition of a site for the CCF and performance of preliminary engineering; and

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

AGREEMENT

I.

TERM OF AGREEMENT

A. Term

The term of this Agreement shall be for twelve (12) months commencing on the Effective Date specified below. 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 this Agreement by giving the other Parties thirty (30) days' written notice of such termination. After the expiration of the first twelve months

of this Agreement, any Party may terminate its participation in this Agreement at the conclusion of any succeeding twelve month period ending upon the anniversary date of the effective date of this agreement by giving written notice to the other Parties as provided herein at least ninety (90) days before the anniversary date of the effective date of this Agreement. If a Party terminates its participation in this Agreement without just cause pursuant to this Section B, then such Party forfeits any funds contributed to the Budget of the Consortium prior to such termination.

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"); and
4. Regional Computerized Traffic Signal, System ("RCTSS") along Houston and Harris County principal arterial roads and streets;
5. Central Control Facility ("CCF").

The Consortium shall be organized and operate in accordance with all applicable law.

III.

EXECUTIVE COMMITTEE

A. Purpose of the Executive Committee.

The Consortium shall be administered by an Executive Committee which shall provide overall Program direction with respect to all matters within the scope of this Agreement.

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, the Parties shall each designate their chief executive officer or the equivalent thereof or designee and shall notify the other Parties in writing as to their designation.

C. Chairmanship of Executive Committee.

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

D. Procedures at Meeting.

The Executive Committee 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 of the Executive Committee may place items on the Executive Committee meeting agenda by timely submitting the item to the Executive Committee Chairman for inclusion in the agenda before the agenda is formulated and distributed to the Executive Committee members. The Executive Committee Chairman shall submit to the members of the Executive Committee the agenda of the meetings no later than seven calendar days before the meetings. Each member of the Executive Committee shall have one vote on all matters brought to the Executive Committee. A majority vote of the quorum 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 of the Executive Committee. No action may be taken by the Executive Committee that would violate any applicable statute, law, regulation, court order, ordinance, commissioner's court order, Texas Transportation Commission Minute Order or the articles of incorporation, by-laws or resolutions of METRO, and if such action is taken it shall be null and void. State policies/procedures shall govern over actions of the Executive Committee on matters which pertain to the State Highway System.

IV.

STAFFING, OPERATIONS AND BUDGETING

A. Executive Director.

The Consortium 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 separation of the Executive Director shall be subject to a majority vote of all of the members of the Executive Committee. 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, and assure compliance with the provisions of the Texas Open Meetings Act, Government Code, Chapter 551, or the successor statute thereof.
2. Make recommendations on the design, construction, operation and maintenance of a Regional 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 Coordination
 - 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); and**
8. **Coordinate regional traffic activities with other public agencies such as the Federal Emergency Management Administration and the Secret Service.**

B. Staffing.

The City shall provide the personnel to conduct the day-to-day activities for the Consortium ("Consortium Staff"). The total costs of the Consortium Staff shall be included in each year's City Budget, subject to provisions in Section IV.G of this Agreement. The City shall be reimbursed only to the extent funds are provided for that purpose by the other parties hereto in accordance with the Consortium's operating budget.

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. A unanimous vote of all Executive Committee members will be necessary to adopt the Manual. 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 all personnel, overhead and maintenance costs associated with the operation of the Consortium including the Offices of Emergency Management, and must be submitted to the Executive Committee during the month of January of each year. A unanimous vote of all members of the Executive Committee is necessary to adopt the Budget. Should any party to this Agreement authorize funding at less than the allocated amount approved by the Executive Committee, at the sole discretion of the Executive Committee by majority vote, the Budget either shall be adjusted accordingly or the other Parties may agree to pay that portion of the Budget 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 may costs or expenses be incurred in excess of the approved and funded Budget amount.

It is recognized that more than one agency will be responsible for incurring costs associated with the facility's annual operations. As part of each annual budget adoption process, estimated expenditures by agency will be developed or approval by the Executive Committee. This estimate will then serve to establish agency credits and debits and the mechanism for reimbursing agencies. On a monthly or quarterly basis as established by the Executive Committee, each agency will contribute their allocated share of annual operating and maintenance expenses. These funds are due and payable within 30 days of notification.

E. Accounting Records.

The Executive Director, on behalf of the Consortium, shall maintain all 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 has the power to contract on behalf of the Parties, either individually or as the Consortium.

G. Funding

The Parties specifically acknowledge that none of the parties has allocated funds to pay for any share of the Program. Under no circumstances shall any party hereto have any obligation to pay or expend any funds hereunder unless, and until, said party has allocated, appropriated and authorized the expenditure of said funds pursuant to the appropriate laws, regulations, policies, and practices applicable to said party.

V.

PROGRAM SYSTEMS OR COMPONENTS

Responsibility for design and construction of various systems or components of the Regional Transportation Management System not included in this agreement shall be the subject of separate agreements and will be as follows: "

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 under its control and outside of the State's right-of-way and their system 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 segment 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 their arterial street system, then the State will design and construct hardware at the controller boxes which are located at the intersections of the 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 their arterial street system, then the City may design and construct hardware at the controller boxes which are located at the intersection of these roads and the frontage roads and/or design and install interface software for the RCTSS that is compatible with the CTMS constructed by the State. The County may 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 which are located at the intersections of the 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 may design and construct hardware at the controller boxes which are located at the intersection of these roads and State roads and/or design and install interface software for the RCTSS that is compatible with the CTMS constructed by the State.

VI.

CENTRAL CONTROL FACILITY (CCF)

A. Site Acquisition.

With the concurrence of the Parties, the State at its sole cost and expense has acquired a site for the CCF as identified on Exhibit A attached hereto. METRO at its sole cost and expense has contracted for site environmental analyses and other site acquisition support activities.

B. Site Preparation.

With the concurrence of the Parties, the State at its sole cost and expense conducted all necessary site preparation and contamination clean-up.

C. CCF Design.

With the concurrence of the Parties, METRO has contracted for the performance of preliminary engineering and final design of the CCF including specification of CCF furnishings and design of the telecommunications services. The Parties shall have the right to review and comment on the CCF design at appropriate stages in its development and shall review and approve of the final design before it is advertised for construction. METRO also shall contract for design services during construction of the CCF.

D. CCF Construction.

Using its usual and customary practices and procedures, the State shall contract for construction of the CCF including building construction,

procurement and installation of furnishings. The State also shall be responsible for construction management of the CCF.

E. CCF Telecommunications System.

Using its usual and customary practices and procedures, METRO shall be responsible for the procurement and installation of the CCF telecommunications system.

F. CCF Computer Systems.

The State shall be responsible for the system definition, procurement and installation of CCF computer hardware and software.

G. Allocation of Costs.

The estimated total cost of the CCF design, construction and furnishings is \$11,150,000 and consists of:

Design	\$ 975,000
Construction	\$ 6,175,000
Telephone System	\$ 250,000
<u>Computer Systems</u>	
Systems Integration	\$1,750,000
Systems Hardware	\$2,000,000

Except for those activities identified in this Agreement as being performed at the sole cost and expense of one or more of the parties, the costs of the design, construction and furnishing of the CCF up to the estimated maximum cost shall be borne by the

Parties as set forth below:

	<u>Percentage Contribution</u>	<u>Maximum Contribution</u>
State/FHWA	64%	\$7,095,000
METRO/FTA	23%	\$2,595,000
City	10%	\$1,095,000
County	03%	\$ 365,000

The Parties acknowledge and agree that a final determination of costs for design and construction of the CCF cannot be made until final completion of each activity, therefore, the Parties agree to interim payments during design and construction as described below subject, however, to an accounting and adjustment of costs upon completion of design and construction as specified below.

1) Design: METRO shall pay all costs of design and shall deduct such amounts paid from its contribution to the construction costs.

2) Telephone system: METRO shall pay all costs for acquisition and installation of the CCF telephone system and shall deduct such amounts paid from its contribution to the construction costs.

3) Construction: METRO, the City and the County shall contribute to the costs of the CCF construction contract(s) awarded by the State on a quarterly

basis. The amount of each quarterly payment shall be based on the value of construction estimated to be accomplished in the next succeeding quarter. If at anytime during the contract period the State determines that additional funding is required, the State will promptly notify the other Parties. Within thirty (30) days from the State's written notification, the other Parties will remit a check to the State in the specified amount as determined by the State. Upon final completion and acceptance of the CCF, any unused funds submitted by the Parties to the State for construction of the CCF will be promptly returned to the Parties.

Cost of field changes will be allocated in the ratio established above, unless the change is clearly for the sole benefit of one or more of the Parties. The Parties must approve all field changes which will require 100 percent funding from one or more of them. In no event shall any party be obligated to contribute more than the maximum amount specified above unless a greater amount is specifically authorized in writing by the Party or Parties affected.

METRO, the City and the County shall make payments on a quarterly basis by warrant or check payable to the State. The first payment shall be due and payable within thirty (30) days of notification by the State to the other Parties of the award of the construction contract for the CCF.

The State hereby acknowledges and agrees that all funds delivered to the State under this Agreement by or on behalf of a Party shall remain the property of that Party and shall be held in trust by the State in a trust fund account established by the state, until withdrawn by the State in order to pay for the

costs of construction. The State may withdraw funds from the trust fund account as it deems necessary to pay for the costs of construction.

Upon completion of the CCF, the Parties shall cause an accounting to be made of the actual design and construction costs for the purpose of finalizing and adjusting as necessary the costs to be paid by each Party. This accounting shall provide specific detail regarding the design and construction costs associated with the inclusion of the Offices of Emergency Management of the City and County and become the basis for reimbursement of these costs by the City and County as defined in Section VI. L. of this Agreement. Should this final accounting result in any Party's actual payments to that time being less than the costs for which that Party is responsible, then that Party shall promptly pay to the State the additional amount. Should any Party's actual payments have exceeded the costs for which it is responsible then the State shall promptly refund to that Party the amount of the overpayment.

H. Federal Funding Participation.

The Parties acknowledge that one or more of the Parties intend to utilize Federal grant funds to meet a portion of their financial commitment under this Agreement. In recognition of this, the Parties agree to conduct all procurements, maintain all records and otherwise conduct their activities in furtherance of this Agreement so as to comply with all applicable Federal statutes, regulations, policies and grant contract provisions necessary to qualify the CCF expenditures contemplated herein for Federal reimbursement. Further,

the Parties agree to cooperate with each other in the application for and administration of Federal grant funds in order to maximize Federal funding participation in the CCF's development. Each Party intending to utilize Federal funds to meet a portion of its financial commitment shall notify the other Parties when those Federal funds are obligated to the CCF project. No Party shall be obligated to proceed under this Agreement until receipt of such notification.

I. Facility Maintenance.

The cost of maintaining and updating of the equipment located within the CCF shall be included in the Annual Budget. The cost of janitorial services, upkeep of the grounds, utilities and maintenance of the CCF building shall be included in the Budget.

J. Facility Systems Operation.

All Parties shall operate the systems for which they are responsible or mutually agree to their integrated operation with other systems from the Central Control Facility as follows:

<u>System</u>	<u>Agency</u>
FTMS	State
HOV SC&S	METRO
SCS	State
RCTSS, CITY SYSTEM	City
RCTSS, COUNTY SYSTEM	County

The cost of installing, operating, maintaining and updating or replacing of the equipment located along or on the streets and roads for each individual system

shall be the responsibility of the respective operating Party as indicated above, and all expenditures for same shall be at such party's complete discretion.

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

K. CCF Ownership.

Title to the CCF shall at all times be held in the State. Upon completion of the CCF, each party, other than the State, shall automatically become a tenant in the CCF for as long as such Part remains a participant in this Agreement, but not to exceed twenty (20) years. Any Party may terminate its presence in the CCF at the end of the annual period as defined in Section VII. C. of this Agreement, by giving the other Parties ninety (90) days' written notice of such termination.

L. Emergency Management Operations

The City and County may house their Offices of Emergency Management (OEM) in the CCF. The inclusion of the Office of Emergency Management of the City and County into the CCF shall occur at the sole cost of the City and County. Costs incurred by METRO and the State in the design and construction phases of the CCF associated with OEM shall be reimbursed by the City and County. Reimbursed costs shall be prorated between the City and County based upon their occupancy and use of the CCF.

Preliminary initial estimated design and construction costs for the inclusion of OEM into the CCF is \$285,000. These costs, prorated upon initial estimated occupancy of OEM in the CCF is \$172,000 for the City and \$113,000 for the County. Upon completion of the CCF, adjustments will be determined as to the final cost for inclusion of OEM as part of the final accounting of the actual design and construction costs as defined in Section VI. G., of this Agreement. The prorating of costs to the City and County for OEM will be based upon actual occupancy and use of the CCF at completion.

The annual operating cost associated with OEM in the CCF shall be included in the Budget of the Consortium as defined in Section IV. D of this Agreement and payable by the City and County. ~

VII.

MISCELLANEOUS PROVISIONS

A. No Assumption of Liability.

No Party assumes the liability for the system(s) under the control of any other Party or for the actions of employees of any other Party.

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 Regional Transportation Management Program.

C. Termination of Consortium.

The Consortium can only be terminated through a majority vote of all members of the Executive Committee at least ninety days before any anniversary date of the effective date of this Agreement. Upon such an occurrence, the Consortium will be disbanded on such anniversary date of the Agreement, and this Agreement shall terminate. Any cost relating to the termination of the Agreement shall be shared equally by the Parties hereto, subject to the provisions of Section IV. G. of this agreement. 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.

G. Prior Agreements.

This Agreement supersedes any and all prior agreements regarding this subject which my have previously been made, including but not limited to that prior agreement entitled “Inter Local Agreement for Regional Transportation Management Program” that was executed by all or some of the Parties hereto.

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 2nd day of August, 1994 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 27th day of July, 1994 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 3rd day of August, 1994 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 1st day of August, 1994 been executed on behalf of the State of Texas acting through its Department of Transportation by the Deputy Executive Director of the Texas Department of Transportation, under authority of Minute Order No. 102311 of the Texas Transportation Commission.

HARRIS COUNTY

By: (Original Signature on File)

JON LINDSAY, County Judge

APPROVED AS TO FORM:

MIKE DRISCOLL

County Attorney

By: (Original Signature on File)

DON C. WHITLEY

Assistant County Attorney

CITY OF HOUSTON, TEXAS

ATTEST/SEAL:

(Original Signature on File)

ANNA RUSSELL

By: (Original Signature on File)

BOB LANIER, Mayor

APPROVED AS TO FORM:

(Original Signature on File)

Assistant City Attorney

L.D. File No. 75-93016

COUNTERSIGNED:

(Original Signature on File)

City Controller

**METROPOLITAN TRANSIT AUTHORITY
OF HARRIS COUNTY, TEXAS**

**Executed for any on behalf of the
Metropolitan Transit Authority
pursuant to Resolution No. 93-81
the Board of Directors passed on the
29th day of April, 1993, and
filed in the Office of Assistant
Secretary of METRO.**

ATTEST:

**(Original Signature on File)
ROSE M. GONZALES
Assistant Secretary**

**By: (Original Signature on File)
ROBERT G. MACLENNAN, P.E.
General Manager**

APPROVED:

**(Original Signature on File)
DENNIS C. GARDNER
Executive Officer
and Staff Counsel**

**(Original Signature on File)
CULBERT L. BARTH
Assistant General Manager
Finance and Administration**

THE STATE OF TEXAS

Certified as being executed 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 Minute Order 102311.

By: (Original Signature on File)

**WM. G. BURNETT, P.E.
Executive Director
Texas Department of Transportation**

Date: August 1, 1994

**ORDER AUTHORIZING EXECUTION OF
INTERAGENCY AGREEMENT FOR A REGIONAL TRANSPORTATION
MANAGEMENT PROGRAM BY AND AMONG HARRIS COUNTY, THE CITY OF
HOUSTON, THE METROPOLITAN TRANSIT
AUTHORITY OF HARRIS COUNTY, TEXAS, AND THE STATE OF TEXAS**

THE STATE OF TEXAS { }

COUNTY OF HARRIS { }

On this the 2nd day of August, 1994, the Commissioners Court of Harris County, Texas, upon motion of Commissioner Fonteno, seconded by Commissioner Eversole, duly put and carried,

It is ORDERED that Commissioners Court rescind the approval grant on 5 October 1993 for an Interagency Agreement for a Regional Transportation Management Program, and that Commissioners court rescind the approval granted on 16 November 1993 for a Supplemental Agreement to the abovementioned agreement, and that County Judge John Lindsay be and he is hereby authorized to execute for and on behalf of Harris County a new replacement Interagency Agreement for a Regional Transportation Management Program by and among Harris County, Texas, and the State of Texas, for the design, construction, furnishing and outfitting of a Central Control Facility, and for formation of a consortium to operate and maintain the regional transportation management program.

Further, it is ORDERED that the County Auditor be authorized to pay \$365,000 to the Texas Department of Transportation from Fund 5912 with each precinct sharing equally in the payment to satisfy the conditions of the abovementioned agreement.