

A RESOLUTION

ADOPTING A BOARD POLICY ON THE PRESENTATION OF AGENDA ITEMS DEALING WITH COMPETITIVELY BID CONTRACT AUTHORIZATIONS; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, by way of Resolution No. 80-58 passed on April 9, 1980, the Board of Directors adopted competitive bidding procedures for certain METRO procurements; and

WHEREAS, the competitive bidding procedures adopted by Resolution No. 80-58 provide for the Board of Directors to authorize all competitive bid contracts in excess of \$100,000; and

WHEREAS, the Board has considered means to improve the operations of its Board meetings to provide more time to consider major policy matters; and

WHEREAS, one measure to improve the efficiency of the Board operations would be to establish a Summary Agenda wherein competitively bid contracts recommended for award to the lowest responsible and responsive bidder would be considered without explanation or discussion at the Board meeting; and

WHEREAS, the Board of Directors is of the opinion that it is appropriate to amend its operating procedures to provide for consideration of matters on a Summary Agenda;

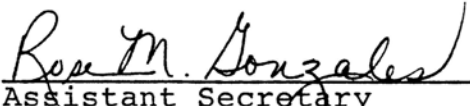
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1. The Board hereby adopts as its policy, for dealing with competitively bid contracts wherein the contract is proposed to be awarded to the lowest responsible and responsive bidder, the Summary Agenda policy attached hereto as Exhibit A.

Section 2. This resolution is effective immediately upon passage.

PASSED this 22nd day of January, 1987.
APPROVED this 22nd day of January, 1987.

ATTEST:


Assistant Secretary

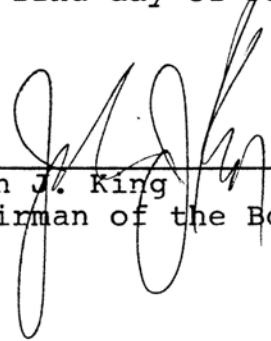

John J. King
Chairman of the Board

EXHIBIT A
RESOLUTION NO. 87-2

BOARD POLICY: SUMMARY AGENDA

The agenda of a Board meeting may include a Summary Agenda regarding competitively-bid contracts wherein a contract is to be awarded to the lowest responsible and responsive bidder. The Board shall consider matters on the Summary Agenda without explanation or discussion at the Board meeting and shall vote on all such matters as a group, after a motion, duly made and seconded, to approve the entire Summary Agenda. A matter may be placed on the Summary Agenda only by unanimous designation by a committee of the Board at a prior meeting of the committee at which the matter was considered. Any member of the Board may remove any matter from the Summary Agenda by request, oral or written, to the Chairman, or, in his absence, to the presiding officer of the meeting at which the matter is to be considered on the Summary Agenda, at any time prior to the Board's vote on the Summary Agenda. If any matter is removed from the Summary Agenda, the Board shall consider it in its regular order on its Agenda. A member of the Board may note on the minutes a negative vote or abstention in any matter on the Summary Agenda. Staff shall continue to provide full information and complete abstracts to each Board member relating to any matter to be considered by the Board, regardless of its inclusion on the Summary Agenda.

A RESOLUTION

AUTHORIZING AND DIRECTING THE GENERAL MANAGER TO EXECUTE AND DELIVER A CONTRACT WITH SUMCO, INC. FOR REMODELING OF A STORAGE AREA INTO A MAINTENANCE TRAINING AREA AT THE KASHMERE BUS OPERATING FACILITY; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, the fiscal year 1987 Capital Budget provides for the construction of a training area in the Kashmere Maintenance Building; and

WHEREAS, bids were invited for the remodeling of a storage area into a maintenance training area; and

WHEREAS, the firm of SUMCO, Inc. submitted the lowest responsive and responsible bid for this construction work;

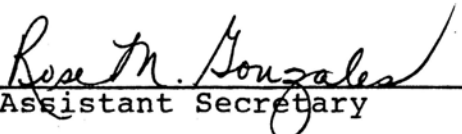
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

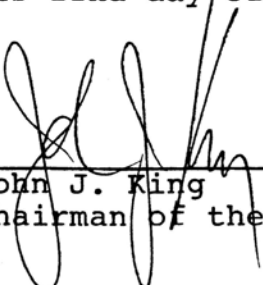
Section 1. The General Manager be and he is hereby authorized and directed to execute and deliver a contract with SUMCO, Inc. for remodeling of a storage area into a maintenance training area at the Kashmere Bus Operating Facility at a cost not to exceed \$131,760.

Section 2. This resolution is effective immediately upon passage.

PASSED this 22nd day of January, 1987.
APPROVED this 22nd day of January, 1987.

ATTEST:


Assistant Secretary


John J. King
Chairman of the Board

A RESOLUTION

AUTHORIZING AND DIRECTING THE GENERAL MANAGER TO EXECUTE AND DELIVER A CONTRACT WITH GAMMA CONSTRUCTION COMPANY FOR CONSTRUCTION OF METRO'S HIRAM CLARKE TRANSIT CENTER; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, bids were invited for the construction of METRO's Hiram Clarke Transit Center and thirteen (13) bids were received; and

WHEREAS, the Gamma Construction Company submitted the lowest responsive and responsible bid;

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

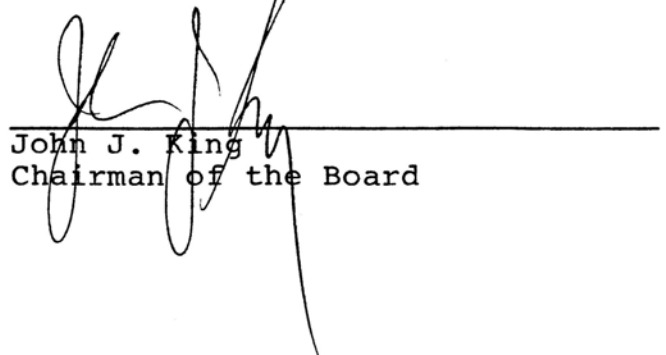
Section 1. The General Manager be and he is hereby authorized and directed to execute and deliver a contract with Gamma Construction Company in an amount not to exceed \$966,350 for construction for METRO's Hiram Clarke Transit Center.

Section 2. This resolution is effective immediately upon passage.

PASSED this 22nd day of January, 1987.
APPROVED this 22nd day of January, 1987.

ATTEST:


Assistant Secretary


John J. King
Chairman of the Board

A RESOLUTION

AUTHORIZING AND DIRECTING THE GENERAL MANAGER TO NEGOTIATE AND EXECUTE A MODIFICATION TO THE CONTRACT WITH TURNER, COLLIE & BRADEN INC. FOR ADDITIONAL DESIGN AND ENGINEERING SERVICES FOR SEGMENT II OF THE SOUTHWEST FREEWAY/TRANSITWAY PROJECT: AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, pursuant to Board of Directors authorization by way of Resolution No. 85-126, METRO has entered into a contract with Turner, Collie & Braden Inc. for design and engineering services and design support during construction for Segment II of the Southwest Freeway/Transitway Project extending between Beechnut and Westpark Drive; and

WHEREAS, during the course of the design effort the State Department of Highways and Public Transportation and the Federal Highway Administration have identified additional work involving, among other things, revisions to bridge design, additional frontage road design, intersection design changes and drainage design changes; and

WHEREAS, during the period of design METRO has identified revisions to certain transitway ramps from the original conceptual designs; and

WHEREAS, the design changes directed by the State Department of Highways and Public Transportation, Federal Highway Administration and METRO will require the contractor to perform services above and beyond those provided for in the original contract, necessitating a contract modification;

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

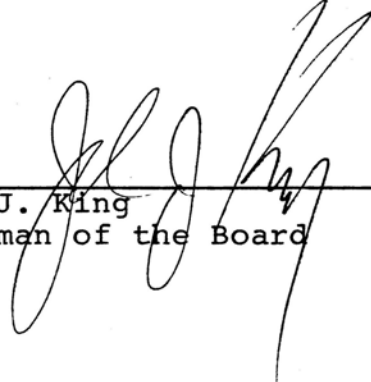
Section 1. The General Manager be and he is hereby authorized and directed to negotiate and execute a modification to the contract with Turner, Collie & Braden Inc. for additional design and engineering services for Segment II of the Southwest Freeway/ Transitway Project with the estimated cost of additional design services to increase by an amount not to exceed \$213,500 and the fixed fee to increase by \$16,500. The total contract amount, as modified is not to exceed \$2,507,911.

Section 2. This resolution is effective immediately upon passage.

PASSED this 22nd day of January, 1987.
APPROVED this 22nd day of January, 1987.

ATTEST:


Assistant Secretary


John J. King
Chairman of the Board

A RESOLUTION

AUTHORIZING AND DIRECTING THE GENERAL MANAGER TO EXECUTE AND DELIVER A CONTRACT WITH TONY'S ENTERPRISES INC. FOR SUPPLY AND ERECTION OF SECURITY GUARDBOUSES AT THE KINGSLAND, SETON LAKE AND WEST BELT PARK AND RIDE LOTS; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, bids were invited to supply and erect security guardhouses at the Kingsland, Seton Lake and West Belt Park and Ride lots; and

WHEREAS, the lowest responsive and responsible bid was submitted by Tony's Enterprises Inc.;

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

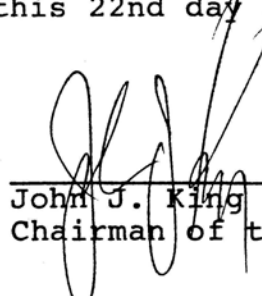
Section 1. The General Manager be and he is hereby authorized and directed to execute and deliver a contract with Tony's Enterprises Inc. for the supply and erection of security guardhouses at the Kingsland, Seton Lake and West Belt Park and Ride Lots at a cost not to exceed \$119,250.

Section 2. This resolution is effective immediately upon passage.

PASSED this 22nd day of January, 1987.
APPROVED this 22nd day of January, 1987.

ATTEST:


Assistant Secretary


John J. King
Chairman of the Board

A RESOLUTION

AUTHORIZING AND DIRECTING THE GENERAL MANAGER TO APPLY FOR CONTINUATION OF GRANT FUNDING FROM THE TEXAS CRIMINAL JUSTICE DIVISION OF THE GOVERNOR'S OFFICE FOR THE TRANSIT POLICE JUVENILE CRIME PREVENTION PROGRAM; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, pursuant to Board of Directors' authorization, METRO applied for and received a grant from the Texas Criminal Justice Division of the Governor's Office in the amount of \$28,134 to fund a Juvenile Crime Prevention Program; and

WHEREAS, it appears that grant funds will be available for the current year to continue the Juvenile Crime Prevention Program aimed at reducing vandalism and other juvenile related crime on the METRO transit system; and

WHEREAS, the Board is of the opinion that it is appropriate to seek continuation of the grant funding for this program;

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 apply for a grant from the Texas Criminal Justice Division of the Office of the Governor to continue the Transit Police Juvenile Crime Prevention Program for an additional year.

Section 2. The General Manager be and he is hereby authorized to commit to a local match of up to \$34,792 for the Juvenile Crime Prevention Program.

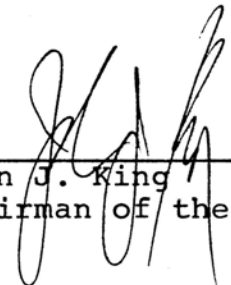
Section 3. The General Manager be and he is hereby authorized and directed to execute any resulting grant agreement and to undertake and complete all reasonable and necessary administrative steps to receive and implement any such grant.

Section 4. This resolution is effective immediately upon passage.

PASSED this 22nd day of January, 1987.
APPROVED this 22nd day of January, 1987.

ATTEST:


Assistant Secretary



John J. King
Chairman of the Board

A RESOLUTION

AUTHORIZING AND DIRECTING THE GENERAL MANAGER TO EXECUTE AND DELIVER A CONTRACT WITH GREATER HOUSTON TRANSPORTATION COMPANY FOR THE PROVISION OF WHEELCHAIR LIFT-EQUIPPED VAN SERVICES FOR A THREE-YEAR PERIOD; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, invitations for bid were issued to provide ten (10) wheelchair lift-equipped vans to be operated for a three-year period under the METROLift Program; and

WHEREAS, the Greater Houston Transportation Company submitted the lowest responsive and responsible bid for the provision of the services;

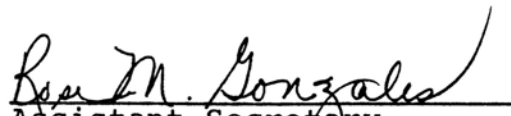
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

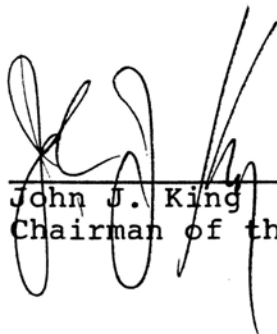
Section 1. The General Manager be and he is hereby authorized and directed to execute and deliver a contract with Greater Houston Transportation Company for the provision of wheelchair lift-equipped van services for a three-year period at a cost not to exceed \$1,052,150.40.

Section 2. This resolution is effective immediately upon passage.

PASSED this 22nd day of January, 1987.
APPROVED this 22nd day of January, 1987.

ATTEST:


Assistant Secretary


John J. King
Chairman of the Board

A RESOLUTION

AUTHORIZING AND DIRECTING THE GENERAL MANAGER TO EXECUTE AND DELIVER A CONTRACT WITH EAGLE INTERNATIONAL INC. FOR RETROFITTING OF 28 METROFLEX BUSES WITH RECLINING SEATS AND OVERHEAD STORAGE RACKS; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, bids were invited for the retrofitting of 28 METRO-Flex buses with suburban-type reclining seating, overhead parcel racks, reading lights, window tinting and floor covering in order to equip these buses for commuter park and ride service; and

WHEREAS, the firm of Eagle International Inc. submitted the lowest responsive and responsible bid to METRO's invitation;


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

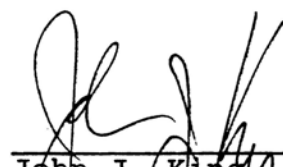
Section 1. The General Manager be and he is hereby authorized and directed to execute and deliver a contract with Eagle International Inc. to retrofit 28 METROFlex buses with suburban type reclining seating, overhead parcel racks, reading lights, window tinting and floor covering at a cost not to exceed \$800,938.

Section 2. This resolution is effective immediately upon passage.

PASSED this 22nd day of January, 1987.
APPROVED this 22nd day of January, 1987.

ATTEST:


Assistant Secretary


John J. King
Chairman of the Board

A RESOLUTION

AUTHORIZING THE GENERAL MANAGER TO CERTIFY THAT THE LOCAL SHARE OF FUNDS FOR THE SOUTHWEST FREEWAY TRANSITWAY PROJECT WILL BE DERIVED FROM SALES TAX REVENUES AND INTEREST EARNINGS THEREON; DESIGNATING \$8,578,936 OF THE CAPITAL PROGRAM RESERVE ACCOUNT AS THE SOUTHWEST FREEWAY TRANSITWAY CAPITAL RESERVE ACCOUNT TO PROVIDE THE CAPITAL RESERVE REQUIRED BY THE FULL-FUNDING GRANT CONTRACT WITH THE URBAN MASS TRANSPORTATION ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE GENERAL MANAGER TO TAKE SUCH ADMINISTRATIVE ACTIONS AS NECESSARY TO CREATE AND ADMINISTER THE SOUTHWEST FREEWAY TRANSITWAY CAPITAL RESERVE ACCOUNT; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, the Urban Mass Transportation Administration of the United States Department of Transportation (UMTA) has agreed to fund \$64,500,000 of the cost of the Southwest Freeway Transitway; and

WHEREAS, UMTA has determined to make its financial support available through an agreement known as a "full-funding contract"; and

WHEREAS, the full-funding contract with UMTA for this project requires that METRO identify the source of local funds to match the federal grant and that METRO create and maintain a capital reserve account of non-federal funds equal to ten per cent (10%) of the net project cost of the project throughout the period of construction of the project to assure availability of local matching funds to complete the project in the event of cost overruns; and

WHEREAS, the Board of Directors has previously established a "Capital Program Reserve Account" by way of Resolution 80-118 to insure that the full amount of funds necessary for construction of the public mass transportation system are available throughout the duration of the development of that system; and

WHEREAS, the Board of Directors is of the opinion that it is appropriate to designate a "Southwest Freeway Transitway Capital Reserve Account" out of the "Capital Program Reserve Account" to comply with the UMTA full-funding contract requirements and to insure that the local contribution to fund this project will continue to be available throughout the project;

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 certify to the Urban Mass Transportation Administration that METRO's local share of funds for the Southwest Freeway Transitway Project will be derived from METRO's sales tax revenues and interest earnings thereon.

Section 2. The Board of Directors hereby authorizes and directs the designation of \$8,578,936 out of the "Capital Reserve Account" as the "Southwest Freeway Transitway Capital Reserve Account" to be used to satisfy obligation to maintain a capital reserve account under the full-funding contract with the Urban Mass Transportation Administration for the Southwest Freeway Transitway.

Section 3. The General Manager be and he is hereby authorized and directed to undertake and complete all administrative actions reasonable and necessary to accomplish the designation of the "Southwest Freeway Transitway Capital Reserve Account" and to

certify the existence and adequacy of said account to meet METRO's obligations under the full-funding contract with the Urban Mass Transportation Administration for the Southwest Freeway Transitway.

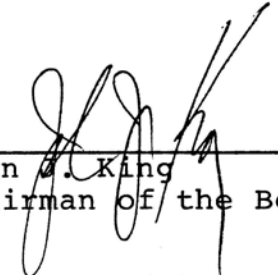
Section 4. The Southwest Freeway Capital Reserve Account is not to be pledged or otherwise encumbered for any purpose other than to satisfy the capital reserve account obligation of the full-funding contract described above prior to completion of the project. The General Manager be and he is hereby authorized and directed to reduce the Southwest Freeway Transitway Capital Reserve Account from time to time consistent with the terms and conditions of the full-funding contract.

Section 5. This resolution is effective immediately upon passage.

PASSED this 22nd day of January, 1987.
APPROVED this 22nd day of January, 1987.

ATTEST:


Assistant Secretary


John A. King
Chairman of the Board

A RESOLUTION

AUTHORIZING AND DIRECTING THE GENERAL MANAGER TO NEGOTIATE, EXECUTE AND DELIVER A CONTRACT WITH A.I. & ASSOCIATES FOR MODIFICATIONS TO THE DESIGNS OF THE HOBBY AND FUQUA INTERCHANGES ON THE GULF FREEWAY TRANSITWAY; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, designs for the Hobby and Fuqua interchanges on the Gulf Freeway Transitway were originally designed by Houston Transit Consultants in 1983; and

WHEREAS, changes in the design concepts for the freeway main lanes and the transitway interchanges require certain modifications to the previous designs; and

WHEREAS, the Board of Directors is of the opinion that the firm of A.I. & Associates is the most qualified to perform the design modifications;

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

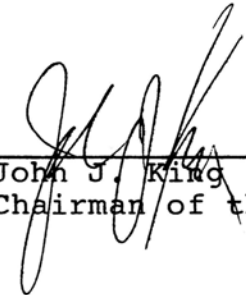
Section 1. The General Manager be and he is hereby authorized and directed to negotiate, execute and deliver a contract with A.I. & Associates for a modification of the designs of the Hobby and Fuqua interchanges on the Gulf Freeway Transitway. The contract shall not exceed \$100,000.

Section 2. This resolution is effective immediately upon passage.

PASSED this 22th day of January, 1987.
APPROVED this 22th day of January, 1987.

ATTEST:


Assistant Secretary


John J. King
Chairman of the Board

A RESOLUTION

AUTHORIZING AND DIRECTING THE GENERAL MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT MODIFICATION WITH JEFFREY KARL OCHSNER ASSOCIATES FOR THE PROVISION OF HISTORIC/ARCHITECTURAL/ARCHAEOLOGICAL ANALYSES IN SUPPORT OF THE SYSTEM CONNECTOR ALTERNATIVES ANALYSIS AND ENVIRONMENTAL IMPACT STATEMENT DEVELOPMENT; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, the firm of Jeffrey Karl Ochsner Associates has been engaged to perform historic, architectural, and archaeological analyses in support of the System Connector alternatives analysis and environmental impact statement development; and

WHEREAS, additional alignments under consideration require additional historic, architectural, and archaeological analyses which will require the services of Jeffrey Karl Ochsner Associates and which will result in costs exceeding the currently authorized contract amount;

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 and execute a modification to the contract with Jeffrey Karl Ochsner Associates for historic/architectural/archaeological analyses in support of the System Connector alternatives analysis and environmental impact statement development in an amount not to exceed \$20,000. The total contract as amended is not to exceed \$45,000.

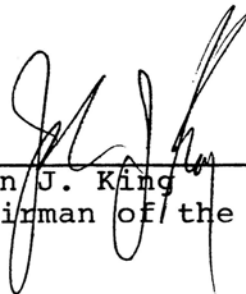
RESOLUTION NO. 87- 12 (Page 2)

Section 2. This resolution is effective immediately upon passage.

PASSED this 22nd day of January, 1987.
APPROVED this 22nd day of January, 1987.

ATTEST:


Assistant Secretary



John J. King
Chairman of the Board

A RESOLUTION

AUTHORIZING THE GENERAL MANAGER TO EXECUTE AND DELIVER AN INTER-GOVERNMENTAL AGREEMENT WITH THE HOUSTON/GALVESTON AREA COUNCIL FOR THE UNIFIED PLANNING WORK PROGRAM; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, planning funds made available under Section 8 of the Urban Mass Transportation Act are administered through the Houston/Galveston Area Council; and

WHEREAS, the planning activities in conjunction with the Houston/Galveston Area Council are designated as the Unified Planning Work Program; and

WHEREAS, an intergovernmental agreement between Metro and the Houston/Galveston Area Council is necessary to implement the Unified Planning Work Program and to make these grant funds available to 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 execute and deliver an intergovernmental agreement in a form essentially as attached hereto as Exhibit A with the Houston/ Galveston Area Council to implement the current year Unified Planning Work Program.

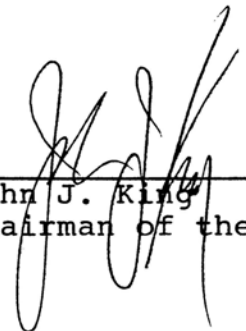
Section 2. The General Manager be and he is hereby authorized and directed to commit an in-kind contribution of METRO staff time for performance of the Unified Planning Work Program in the amount of \$111,875.

Section 3. This resolution is effective immediately upon passage.

PASSED this 22nd day of January, 1987.
APPROVED this 22nd day of January, 1987.

ATTEST:


Assistant Secretary


John J. King
Chairman of the Board

INTERGOVERNMENTAL AGREEMENT

STATE OF TEXAS X
COUNTY OF HARRIS X

THIS INTERGOVERNMENTAL AGREEMENT, hereinafter referred to as "Agreement", entered into this ____ day of _____, 1986, by and between the Houston-Galveston Area Council and the Metropolitan Transit Authority, hereinafter referred to as "METRO".

WITNESSETH

WHEREAS, the Houston-Galveston Area Council is designated the Metropolitan Planning Organization for the Gulf Coast State Planning Region by the Governor of the State of Texas; and

WHEREAS, the use of funds made available under Section 8(d) of the Urban Mass Transportation Act of 1964, as amended, shall be governed by the Houston-Galveston Area Council in accordance with the Urban Mass Transportation Administration Circular 5010.1 (March 17, 1983); and

WHEREAS, the Urban Mass Transportation Administration (UMTA) awarded a Section 8(d) Technical Studies Grant No. TX-08-0249 to the Houston-Galveston Area Council effective May 16, 1986;

NOW, THEREFORE, IT IS HEREBY AGREED that the Houston-Galveston Area Council and METRO shall enter into an Intergovernmental Agreement to effectuate the use UMTA Section 8(d) Grant No. TX-08-0249 funds.

STATEMENT OF WORK

The work to be undertaken by METRO shall include Work Elements contained in the Houston-Galveston Area Council's approved 1986-1987 Unified Planning Work Program wherein METRO is designated as responsible. The specific scope of work is contained in Exhibit A and is incorporated within this Agreement as the Statement of Work.

PERSONNEL

METRO represents that it has or will secure, and agrees to furnish, personnel with the professional classifications, skill and expertise required to perform the Scope of Work as described in Exhibit A.

Additionally, METRO will assume responsibility for the Scope of Work, and will provide all necessary supervision and coordination of activities that may be required to complete its requirements subject to the approval and concurrence required from the Houston-Galveston Area Council.

METRO designates _____ as Project Director. The Houston-Galveston Area Council designates Mr. Lawrence N. Dallam as Project Director.

PERIOD OF PERFORMANCE

The work to be undertaken by METRO shall begin on May 16, 1986 and shall be completed by September 30, 1987. Additional time for work completion may be approved by the Project Director of the Houston-Galveston Area Council.

COMPENSATION

METRO may bill as frequently as monthly and will be reimbursed upon receipt of funds to the Houston-Galveston Area Council from the Urban Mass Transportation Administration for 80% of costs incurred based upon the rate of completion of approved work tasks as shown in Exhibit A. In no case shall total compensation for approved work tasks exceed \$145,000 from Section 8(d) funds of the Urban Mass Transportation Act of 1964, as amended. Billings to the Houston-Galveston Area Council shall specify the percentage of completion of each work task, the fiscal status of Agreement (Exhibit B) and shall be accompanied by progress reports describing work completed and specifying costs as required in UMTA C5010.1 and OMB Circular A-87. Upon satisfactory completion of the scope of work shown in Exhibit A, any unexpended funds shall be reverted to the Houston-Galveston Area Council for future programming.

MATCHING CONTRIBUTION

- A. In addition to providing the 20 percent contribution for UMTA funds provided to METRO under this Agreement, METRO shall also provide an additional contribution to the MPO. The additional contribution is intended to enable the MPO to meet the total matching requirement for federal funds received and to support the urban transportation planning process.
- B. Such contribution may be in cash, or in contributed services, so long as those services are documented in a format acceptable to the federal government and reported to H-GAC with each METRO bill.
- C. Amount of such additional matching contribution for this Agreement is \$161,875.

SUBCONTRACTS

- A. In fulfilling its duties pursuant to this Agreement, METRO may subcontract with any individual, corporation, organization, government or governmental subdivision or agency, partnership, association or other legal entity.

B. METRO agrees to obtain written approval of each subcontract from the Project Director of the Houston-Galveston Area Council prior to committing or expending any funds pursuant to such subcontract and before the subcontract may be used as a basis for payment to METRO under this Agreement, provided no condition shall be required in any subcontract unless it is in this Agreement or specifically approved by the Houston-Galveston Area Council for inclusion in the subcontract.

QUARTERLY PROGRESS REPORTS

METRO shall submit quarterly progress reports in three copies to the Project Director of the Houston-Galveston Area Council no later than fifteen (15) days following the end of the quarter. The report shall outline work accomplished during the previous quarter and shall include, but not be limited to, the percentage of completion of the overall project and each work task, the percentage of funds expended for each task and the overall project, special problems or delays encountered or anticipated, changes in estimated values of each work task, the anticipated work activities for the next report period, and a brief description of work accomplished, methodologies used, and conclusions reached, if any, for each task.

COORDINATION OF PLANNING

METRO agrees to conform to the work tasks prescribed by this Agreement and to applicable governmental policies for the development of transit related transportation systems in Texas. The execution of work tasks shall be coordinated with the Houston-Galveston Area Council, the State Department of Highways and Public Transportation and other interested agencies or governments.

PUBLIC DATA

All data and information developed under this Agreement shall be public data and information, and shall be furnished or made available, upon request, to the Houston-Galveston Area Council and other interested and affected agencies, governments and parties.

TERMINATION

A. This Agreement may be terminated for reasons other than full performance by written agreement between both parties to the Agreement.

B. In order to terminate the Agreement for breach of performance, the party claiming the breach shall give the other party written notice of its claim and, unless an agreement otherwise is reached, termination shall occur on the thirtieth day after receipt of such notice.

C. In the event of termination, METRO shall deliver to the Houston-Galveston Area Council all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, etc., prepared by METRO or any of its subcontractors under this Agreement. All such materials shall become the Houston-Galveston Area Council's exclusive property.

D. METRO, on agreement by the parties to this Agreement, shall be entitled to receive just and equitable compensation for any satisfactory work completed on such material.

E. By delivery of materials upon termination, METRO shall not be relieved of liability to the Houston-Galveston Area Council for damages sustained by the Houston-Galveston Area Council by virtue of any breach of the Agreement by METRO and the Houston-Galveston Area Council may withhold any payments to METRO for the purpose of setoff until such times as the exact amount of damages due the Houston-Galveston Area Council from METRO is determined.

TRANSFER OF INTEREST

Neither the Houston-Galveston Area Council nor METRO may assign or transfer its individual interests in this Agreement without the written consent of the other party. The Houston-Galveston Area Council and METRO each binds itself and its successors to all covenants in this Agreement. Nothing herein is to be construed as creating a personal liability on the part of any officer or agent of any public body which may be a party hereto.

AMENDMENTS TO AGREEMENT

Subject to the provisions of the Acts administered by the U.S. Department of Transportation, the parties hereto, without invalidating the Agreement, may alter or amend this Agreement by written agreement of the parties, except, if this Agreement is affected by an amendment to the 1986-1987 Unified Planning Work Program through an action of the Transportation Planning Committee, then the Houston-Galveston Area Council shall notify METRO in writing of the effects of said amendment upon this Agreement, and this Agreement shall be deemed amended upon receipt of such a notification.

ACKNOWLEDGEMENT OF FINANCIAL SUPPORT

METRO shall acknowledge federal financial support whenever work funded, in whole or in part, by this Agreement is publicized or reported in any news media or publication. All reports, maps and other documents completed as part of the Agreement, other than documents prepared exclusively for internal use within METRO, shall carry the following notation on the front cover or a title page and on the face of maps:

Preparation of this report has been financed in part by a grant from the Urban Mass Transportation Administration of the U.S. Department of Transportation under the Urban Mass Transportation Act of 1964, as amended.

DISADVANTAGED BUSINESS ENTERPRISES/WOMEN BUSINESS ENTERPRISES

METRO under the terms of this Agreement shall prescribe an affirmative action program for the participation of disadvantaged business enterprises (DBEs) and women business enterprises (WBEs) in work to be undertaken. Such program shall be consistent with federal policy expressed in UMTA Circular 4716.1, January 15, 1985, to assure that disadvantaged business enterprises have the maximum practical opportunity to participate in contracting activities. METRO shall have a mechanism in place for carrying out its obligations and for tracking and for reporting actual DBE and WBE participation levels achieved, as governed by the threshold amount in funding as set forth under UMTA Circular 4716.1.

EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this Agreement, METRO shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. METRO shall take affirmative actions to insure that job applicants, and employees are treated without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. These provisions are further supplemented by the requirements of UMTA Circular 1155.1 and 1160.1, March 1, 1978.

AUDIT AND INSPECTION OF RECORDS

METRO shall permit the authorized representatives of the U.S. Department of Transportation and the Comptroller General of the United States and/or the Houston-Galveston Area Council to inspect and audit all data and records of METRO relating to performance under this Agreement. Such data and records shall be maintained by METRO for a period of at least three years from the date of completion of the terms of this Agreement.

PROHIBITED INTEREST

No member, officer, or employee of METRO or of the Houston-Galveston Area Council during his tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

APPROVAL

METRO and the Houston-Galveston Area Council do hereby bind themselves to the faithful performance of the terms of this Agreement. It is mutually understood that this Agreement shall not become effective until all approvals required by METRO Charter have been received, and until approved by the Houston-Galveston Area Council.

The Houston-Galveston Area Council

Attest:

By: _____

Jack Steele
Executive Director

Date: _____

Lawrence N. Dallam
Transportation Manager

Metropolitan Transit Authority
of Harris County

Attest:

By: _____

Alan F. Kiepper
General Manager

Date: _____

EXHIBIT A
Houston METRO
UPWP Planning Funds - FY 1986
Scope of Work

Project Management

This activity will ensure proper management of UPWP planning activities. \$6,500.

Data Processing

Computer time available from Texas A&M University to conduct UMTA required UTPS process. \$115,000.

Also, staff time to code, develop and process the computer will be utilized for an in-kind service match for Houston-Galveston Area Council. \$33,560

Texas Medical Center Study

METRO currently operates a special bus service for the Texas Medical Center Area. A study will be conducted in the Medical Center of both transit users and nontransit users. A determination of short and long term travel needs in the Texas Medical Center area will be developed based on study results. \$28,750

Service Planning

This activity will develop, implement, monitor and evaluate service planning projects. Unproductive routes will be evaluated, privatization opportunities examined and state of the art equipment reviewed. \$31,250.

Regional Transit Plan Development

Staff time work records on the regional transit plan design and analysis will be kept for in-kind service match for Houston-Galveston Area Council. \$78,315

FY 1986 Request Summary

| | <u>UMTA</u> | <u>METRO</u> | <u>TOTAL</u> | <u>IN-KIND SERVICES</u> |
|-----------------------|-------------|--------------|--------------|-----------------------------|
| Project Management | \$ 5,000 | \$ 1,500 | \$ 6,500 | |
| Data Processing | 92,000 | 23,000 | 115,000 | 33,560 |
| Texas Medical Center | 23,000 | 5,750 | 28,750 | |
| Service Planning | 25,000 | 6,250 | 31,250 | 78,315 |
| Alternatives Analysis | \$145,000 | \$36,500 | \$181,500 | \$111,875 |

EXHIBIT B
FISCAL STATUS REPORT

DATE: _____

INTERGOVERNMENTAL AGREEMENT BETWEEN H-GAC AND METRO

AGREEMENT COMPLETION DATE: September 30, 1987

| | |
|--------------------------------------|---------------------------------|
| AGREEMENT AMOUNT | \$ <u>145,000.00</u> |
| CURRENT INVOICE | \$ _____ |
| TOTAL AMOUNT INVOICED TO DATE | \$ _____ |
| TOTAL AMOUNT RECEIVED TO DATE | \$ _____ |
| TOTAL AMOUNT DUE | \$ _____ |
| REMAINING BALANCE | \$ _____ |
| IN-KIND SERVICES AMOUNT | \$ <u>161,875.00</u> |
| CURRENT CONTRIBUTION | \$ _____ |
| TOTAL CONTRIBUTION TO DATE | \$ _____ |
| REMAINING BALANCE | \$ _____ |

CERTIFIED _____

TITLE: _____

A RESOLUTION

AUTHORIZING THE GENERAL MANAGER TO EXECUTE AND DELIVER AN INTERGOVERNMENTAL AGREEMENT WITH THE HOUSTON/GALVESTON AREA COUNCIL FOR FUNDING OF AN ANALYSIS OF PRIVATE SECTOR OPTIONS FOR THE SYSTEM CONNECTOR ELEMENT OF THE REGIONAL TRANSIT PLAN; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, the Houston/Galveston Area Council is the receipt of a grant from the Urban Mass Transportation Administration in the amount of \$320,000 for funding an analysis of private sector options for development of the System Connector element of the Regional Transit Plan; and

WHEREAS, it is the intention of the Urban Mass Transportation Administration, the Houston/Galveston Area Council and METRO that METRO contract for this private sector analysis; and

WHEREAS, the Board of Directors has authorized METRO to enter into a contract with the Rice Center for the performance of the private sector analysis and to provide \$80,000 local matching funds for the Urban Mass Transportation Administration grant; and

WHEREAS, it is the intent of the Houston/Galveston Area Council and METRO that the Urban Mass Transportation Administration grant funds for this study be transferred to METRO through an intergovernmental agreement between METRO and the Houston/Galveston Area Council;

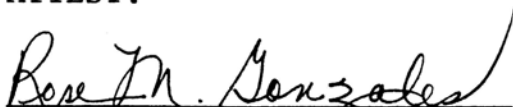
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

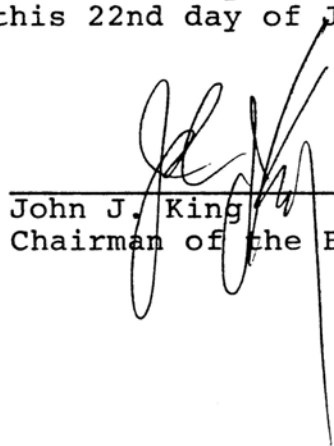
Section 1. The General Manager be and he is hereby authorized and directed to execute and deliver an intergovernmental agreement with the Houston/Galveston Area Council to provide reimbursement to METRO from the Urban Mass Transportation Administration grant for analysis of private sector options for the System Connector element of the Regional Transit Plan.

Section. This resolution is effective immediately upon passage.

PASSED this 22nd day of January, 1987.
APPROVED this 22nd day of January, 1987.

ATTEST:


Assistant Secretary


John J. King
Chairman of the Board

A RESOLUTION

AUTHORIZING AND DIRECTING THE GENERAL MANAGER TO NEGOTIATE, EXECUTE AND DELIVER A MODIFICATION TO THE CONTRACT WITH THE JOINT VENTURE OF 3D/ INTERNATIONAL INC. AND POST, BUCKLEY, SCHUH AND JERNIGAN FOR ADDITIONAL ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR AN EASTERLY EXTENSION OF SEGMENT III OF THE SOUTHWEST FREEWAY/TRANSITWAY PROJECT; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, the State Department of Highways and Public Transportation and the Federal Highway Administration have determined that the volume of vehicles projected to use the Southwest Freeway Transitway will exceed the volume which can safely be accommodated by the original conceptual design of the slip-ramps at the eastern terminus of the project near the intersection of the Southwest Freeway with Interstate Highway 610 (West Loop); and

WHEREAS, the State Department of Highways and Public Transportation and the Federal Highway Administration have directed that the eastern terminus of the Southwest Freeway Transitway be redesigned by extending the entry/exit ramp through the intersection with the West Loop and terminate in a median slip-ramp in the vicinity of Newcastle; and

WHEREAS, this change will require additional work on the part of the designer for Segment III of the Southwest Freeway Transitway;

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

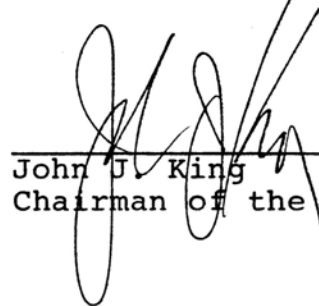
Section 1. The General Manager be and he is hereby authorized and directed to negotiate, execute and deliver a modification to the contract with the joint venture of 3D/International Inc. and Post, Buckley, Schuh and Jernigan Inc. for additional architectural and engineering design services for Segment III of the Southwest Freeway Transitway Project with the cost of additional services to be increased by an amount not to exceed \$268,365 and the fixed fee to be increased by \$21,635. The total contract as amended is not to exceed \$3,664,477.

Section 2. This resolution is effective immediately upon passage.

PASSED this 22nd day of January, 1987.
APPROVED this 22nd day of January, 1987.

ATTEST:


Assistant Secretary


John J. King
Chairman of the Board

METRO



February 10, 1987

TO: Distribution *LWS*
FROM: Linda Wesley
IAO Beatrice T. Rodriquez
RE: RESOLUTION NO. 87-17

Due to a typographical error on
Resolution No. 87-17, a revised copy
reflecting the new number, 87-16 is
attached.

A RESOLUTION

AUTHORIZING AND DIRECTING THE GENERAL MANAGER TO EXECUTE AND DELIVER AN AGREEMENT TERMINATING THE SAFE HARBOR LEASE BETWEEN METRO AND MCCLESKEY MILLS, INC.; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, METRO and McCleskey Mills, Inc. ("MMI") entered into a safe harbor lease agreement dated January 31, 1986; and

WHEREAS, MMI is altering its corporate structure in such a manner that it no longer wishes to participate in the safe harbor lease agreement; and

WHEREAS, MMI is willing to relinquish to METRO, the federal tax ownership of the buses subject to the agreement; and

WHEREAS, METRO will retain the amount paid by MMI to METRO for the tax benefits transferred under the safe harbor lease;

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

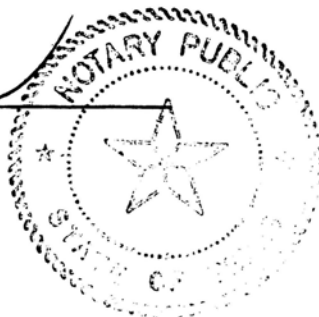
Section 1. The General Manager be and he is hereby authorized and directed to execute and deliver an agreement to terminate the safe harbor lease entered into by METRO and McCleskey Mills, Inc. The agreement shall be essentially in the form as attached hereto as Exhibit "A".

Section 2. This resolution is effective immediately upon passage.

PASSED this 27th day of January, 1987.
APPROVED this 27th day of January, 1987.

ATTEST:

Rose M. Gonzalez
Assistant Secretary



Gunter Koetter
Gunter Koetter

A RESOLUTION

AUTHORIZING AND DIRECTING THE GENERAL MANAGER TO EXECUTE AND DELIVER AN AGREEMENT TERMINATING THE SAFE HARBOR LEASE BETWEEN METRO AND MCCLESKEY MILLS, INC.; AND MAKING FINDINGS AND PROVISIONS RELATIVE TO THE SUBJECT.

WHEREAS, METRO and McCleskey Mills, Inc. ("MMI") entered into a safe harbor lease agreement dated January 31, 1986; and

WHEREAS, MMI is altering its corporate structure in such a manner that it no longer wishes to participate in the safe harbor lease agreement; and

WHEREAS, MMI is willing to relinquish to METRO, the federal tax ownership of the buses subject to the agreement; and

WHEREAS, METRO will retain the amount paid by MMI to METRO for the tax benefits transferred under the safe harbor lease;

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

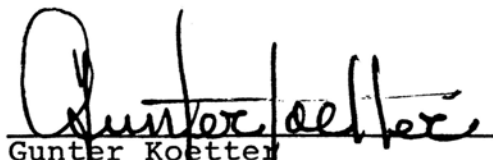
Section 1. The General Manager be and he is hereby authorized and directed to execute and deliver an agreement to terminate the safe harbor lease entered into by METRO and McCleskey Mills, Inc. The agreement shall be essentially in the form as attached hereto as Exhibit "A".

Section 2. This resolution is effective immediately upon passage.

PASSED this 27th day of January, 1987.
APPROVED this 27th day of January, 1987.

ATTEST:


Assistant Secretary


Gunter Koetter

TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT ("Agreement"), dated January __, 1987, is by and between Metropolitan Transit Authority of Harris County, Texas, a public body corporate and politic duly organized and validly existing under the Constitution and laws of the State of Texas, ("Metro"), and McCleskey Mills, Incorporated, a Georgia corporation ("MMI").

WHEREAS, Metro and MMI entered into a safe harbor lease agreement dated January 31, 1986 (the "Lease Agreement");

WHEREAS, MMI has determined that it wants to terminate the Lease Agreement and relinquish to Metro the Federal income tax ownership of the property subject to the Agreement;

NOW, THEREFORE, it is agreed:

1. Sale of Vehicles. For the sum of one dollar (\$1.00), MMI hereby sells to Metro the Federal income tax ownership of the mass commuting vehicles described in Exhibit A, attached hereto, (the "Vehicles"). In connection with the sale of the Vehicles, Metro agrees to forgive the outstanding balance due under the Installment Loan (as that term is defined in the Lease Agreement) with respect to the Vehicles and MMI shall not have any obligation to make any payments under the Installment Loan. MMI agrees to terminate the lease of the Vehicles to Metro such Metro shall not have any obligation to make payments of Rent (as that term is defined in the Lease Agreement) with respect to the Vehicles.

Notwithstanding any provision of the Lease Agreement to the contrary, the sale of the Vehicles by MMI to Metro shall not constitute a "Termination Occurrence" (as that term is defined in the Lease Agreement) and Metro shall not be obligated to pay the Termination Value (as that term is defined in the Lease Agreement) with respect to the Vehicles or return to MMI any portion of the Cash Payment (as that term is defined in the Lease Agreement). After the date of this Agreement, Metro can sell, lease, exchange and otherwise deal with the Vehicles in any manner it chooses without incurring any obligation or liability to MMI.

2. Indemnity. The indemnity of MMI by Metro pursuant to Section 8 of the Lease Agreement shall be limited to any Loss (as that term is defined in the Lease Agreement) which occurs up to the date of this Agreement but a Loss shall not be deemed to arise as a result of the consequences of the transactions described in Section 1 of this Agreement.

3. Miscellaneous.

(a) This Agreement shall be binding on and inure to the benefit of any successors or assigns of the respective parties hereto.

(b) Each party agrees to pay itself all expenses incurred by it in connection with the preparation, execution and delivery of this Agreement and the consummation of the transactions contemplated herein.

(c) The obligations and liabilities of the parties arising under this Agreement shall continue in full force and effect, notwithstanding the expiration or other termination of this Agreement, until all such obligations have been met and such liabilities have been paid in full.

(d) MMI and Metro each agree that it will promptly and duly execute and deliver to the other such further documents and assurances and take such further action (including without limitation any filing, recording and registration) as the other may from time to time reasonably request in order to more effectively carry out the intent and purpose of this Agreement and to establish and protect Metro's ownership of the Vehicles and the rights and remedies created or intended to be created for the parties hereto.

(e) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(f) The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(g) This Agreement shall not be terminated or amended without the written consent of the parties hereto, and shall be governed by and construed under the laws of the State of Texas.

(h) All notices required or permitted hereunder shall be in writing and shall be delivered to the addressee at its address specified below:

| | |
|----------|--|
| For MMI: | McCleskey Mills, Incorporated P. O. Box 98 Rhodes Street Smithville, Georgia 31787 Attention: Billy Marshall |
|----------|--|

| | |
|------------|---|
| For Metro: | Metropolitan Transit Authority of Harris County, Texas P. O. Box 61429 Houston, Texas 77208 Attention: Larry Williamson |
|------------|---|

All such notices may be delivered in person or sent by U.S. mail, postpaid, to the address set out above. Any party may change its address for receiving notices hereunder by written notice to the other party hereto. Notices hereunder shall be deemed properly given only when actually received by the addressee.

(i) This Agreement sets forth the entire agreement between the parties relating to the subject matter hereof, and there are no other understandings or agreements except as herein set forth.

(j) 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 document.

IN WITNESS WHEREOF, the parties have duly executed duplicate originals of this Agreement as of the date first above written.

MCCLESKEY MILLS, INCORPORATED

By: _____

METROPOLITAN TRANSIT AUTHORITY
OF HARRIS COUNTY, TEXAS

By: _____

87/W40