

**A RESOLUTION OF
THE FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY AUTHORIZING
EXECUTION OF THE COUNTERPART AGREEMENT REQUIRED TO BECOME A
PARTY TO THE AGREEMENT FOR
STATEWIDE INTEROPERABILITY OF ELECTRONIC TOLL COLLECTIONS BY AND AMONG THE TEXAS
DEPARTMENT OF TRANSPORTATION, HARRIS COUNTY, NORTH TEXAS TOLLWAY AUTHORITY, AND THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

October 29, 2013

WHEREAS, the Fort Bend Grand Parkway Toll Road Authority (the "FBGPTRA") is a local government corporation operating pursuant to Texas Transportation Code, Chapter 284; and

WHEREAS, the FBGPTRA, Harris County, acting through the Harris County Toll Road Authority ("HCTRA"), the Texas Department of Transportation ("TxDOT"), acting through its Texas Turnpike Authority division, the North Texas Tollway Authority ("NTTA"), and the Central Texas Regional Mobility Authority ("CTRMA") each operates one or more turnpike projects in the state that employ transponder devices to collect tolls from customers; and

WHEREAS, in 2002, to ensure development of a collaborative and coordinated approach to interoperability of transponder based transactions among all the toll providers throughout the state, the Board of Directors of the Transportation and Expressway Authority Membership of Texas ("TeamTx"), a Texas non-profit corporation organized to promote and assist in the development, ownership, operation, financing, and planning of toll projects in the state, created an Interoperability Task Force; and

WHEREAS, a Memorandum of Understanding (Interoperability) dated November 23, 2004, was executed among the NTTA, TxDOT, and Harris County to guide the development of a statewide interoperability solution; and

WHEREAS, in 2005, TeamTx established an Interoperability Committee (the "Committee"), composed of members representing the NTTA, TxDOT, Harris County, and CTRMA; and

WHEREAS, the Committee is charged with formulating and serving as custodian of interoperability business rules, information control documents, and standards agreed upon by the members of the Committee; and

WHEREAS, TxDOT, Harris County, NTTA, and CTRMA executed an Interlocal Agreement ("Contract") on December 13, 2007 concerning Interoperability of Toll Collection Systems; and

WHEREAS, the Contract sets forth the various terms and Interoperability Business Requirements necessary to insure continuing interoperability of party's respective toll systems that are interoperable with each other; and

WHEREAS, the FBGPTRA desires to join and be bound as an additional and subsequent party to the Contract by and among TxDOT, Harris County, NTTA, and CTRMA pursuant to Section VII of the Contract and in accordance with the proposed Counterpart to Interlocal Agreement attached to this resolution as Exhibit 1.

NOW THEREFORE, BE IT RESOLVED, that the FBGPTRA Board of Directors approves FBGPTRA joining and being bound as an additional party to the Interoperability of Toll Collection System Agreement, and further approves the execution of the Counterpart to Interlocal Agreement attached to this resolution as Exhibit 1 on behalf of and as the act of FBGPTRA.

ATTEST:


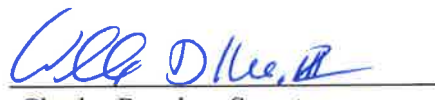

Dr. James Condrey, Chairman
~~Charles Rencher, Secretary~~
William D. Kee, III, Asst. Secretary

Exhibit 1

COUNTERPART TO INTERLOCAL AGREEMENT

THIS COUNTERPART TO INTERLOCAL AGREEMENT ("Counterpart") is executed by the Fort Bend Grand Parkway Toll Road Authority ("FBGPTRA") in accordance with that certain Interlocal Agreement by and among the Texas Department of Transportation ("TxDOT"), Harris County, the North Texas Tollway Authority ("NTTA"), and the Central Texas Regional Mobility Authority ("CTRMA") (collectively, the "Original Parties").

WHEREAS, TxDOT, Harris County, NTTA and CTRMA are parties to an Interlocal Agreement (Agreement) to provide for the interoperability of toll collection systems in Texas, which was duly approved and executed by all the Original Parties on or before December 13, 2007; and

WHEREAS, a copy of the Agreement is attached as **Exhibit A** to this Counterpart and is incorporated herein for all purposes; and

WHEREAS, Section VII (Additional Parties) of the Agreement establishes the procedure by which the Original Parties and additional Texas toll authorities could continue to enjoy the benefits of having interoperable toll systems in Texas, as follows:

VII. Additional Parties: TxDOT, Harris County, the CTRMA, and the NTTA (the "Original Parties") anticipate that additional toll authorities in the State of Texas may hereafter desire to enter into this Agreement and be bound by and enjoy the benefits set forth herein. The Original Parties, and any subsequent Party that enters into this Agreement pursuant to this Section VII agree that if the Statewide Interoperability Committee (hereinafter defined) certifies that a toll authority that desires to enter into this Agreement satisfies all criteria established by the Statewide Interoperability Committee to ensure that the subject toll authority is capable of meeting the interoperability business requirements and the requirements of the interface control documents promulgated by the Statewide Interoperability Committee, then upon issuance of such certification and the toll authority's governing body taking all necessary action to authorize its entry into this Agreement, such toll authority may enter into this Agreement and become a Party hereto by executing a counterpart of this Agreement that contains an acknowledgement and commitment by such toll authority to be bound by and comply with all of the terms hereof and to which is attached a copy of the resolution or other authorization adopted by the toll authority's governing body.

and;

WHEREAS, FBGPTRA operates toll lanes, directly or by contract, in Fort Bend County, Texas, and wishes to be bound by and enjoy the benefits of the Agreement; and

WHEREAS, as required by Section VII, FBGPTRA has submitted its electronic toll collection system and data-transfer and communications architecture for testing and analysis by the Statewide Interoperability Committee; and

WHEREAS, in the certification attached as **Exhibit B** to this Counterpart, the Statewide Interoperability Committee has certified that the FBGPTRA toll system is capable of meeting the interoperability business requirements and the requirements of the interface control documents promulgated by the Statewide Interoperability Committee; and

WHEREAS, the Board of Directors of FBGPTRA has adopted a resolution that authorizes FBGPTRA to enter into the Agreement and to be bound as an additional party by executing this Counterpart, a copy of which resolution is attached as **Exhibit C** to this Counterpart.

NOW, THEREFORE, the Fort Bend Grand Parkway Toll Road Authority acknowledges and commits as follows:


1. By executing this Counterpart, FBGPTRA hereby becomes an additional party to the Agreement and is bound by and will comply with all of the terms of the Agreement, including without limitation the interoperability business requirements and interface control documents as currently promulgated and as those requirements and documents may, from time to time, be modified or amended by the Statewide Interoperability Committee.

2. All written notices, demands, and other papers or documents to be delivered to FBGPTRA under the Agreement shall be delivered to the following address, or at such other place or places as FBGPTRA may designate by written notice delivered to the Original Parties and any additional parties who subsequently join the Agreement under Section VII:

Fort Bend Grand Parkway Toll Road Authority
c/o Allen Boone Humphries Robinson LLP
Attn: Rich Muller
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

IN WITNESS WHEREOF, the Fort Bend Grand Parkway Toll Road Authority has executed this Counterpart in multiple copies, each of equal dignity, on the date shown below.

FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY

By: 
Name: James D. Condrey
Title: Chairman, Board of Directors

Date: October 29, 2013

Exhibit A

**INTERLOCAL AGREEMENT TO PROVIDE FOR
INTEROPERABILITY OF TOLL COLLECTION SYSTEMS IN TEXAS**

[on the following 17 pages]

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into by the Contracting Parties under Government Code, Chapter 791.

I. CONTRACTING PARTIES:

The Texas Department of Transportation
Harris County

TxDOT
Local Government (Harris County)

North Texas Tollway Authority

NTTA

Central Texas Regional Mobility Authority

CTRMA

Any other party that elects to execute this Agreement, with the consent of the other entities then Parties hereto, as described below in Section VII – Additional Parties.

II. PURPOSE: INTEROPERABILITY OF TOLL COLLECTION SYSTEMS in furtherance of the agreements set forth in that certain Memorandum of Understanding (Interoperability) dated the 23rd of November, 2004, among the Texas Department of Transportation, the North Texas Tollway Authority, and Harris County (the "Interoperability MOU").

III. STATEMENT OF SERVICES TO BE PERFORMED: This Agreement, by and among the North Texas Tollway Authority ("NTTA"), a regional tollway authority, and the Texas Department Of Transportation ("TxDOT"), an agency of the State of Texas, Harris County ("Harris County"), a body corporate and politic under the laws of the State of Texas, and the Central Texas Regional Mobility Authority ("CTRMA"), a body corporate and politic under the laws of the State of Texas, and collectively known as the "Parties" is effective upon full execution of all of the Parties.

IV. CONTRACT PAYMENT: Notwithstanding anything to the contrary contained in this Agreement, nothing herein shall impose an obligation on any party hereto that would be considered a debt (as that term is used in the Texas Constitution with respect to governmental entities) or that exceeds that party's authority to assume such obligation under applicable law or its current agreements with its bondholders.

V. TERM OF AGREEMENT: This Agreement begins when fully executed by all Parties. Any Party may withdraw from this Agreement as provided in Section 4 of Attachment A. This Agreement shall remain in effect as to the remaining parties (the "Remaining Parties"), in which case the Agreement shall be terminated only as to the Party that delivers a withdrawal notice.

VI. LEGAL AUTHORITY:

This agreement is entered into by the Parties under Government Code, Chapter 791 and Texas Transportation Code, Chapters 366 and 370, and incorporates the provisions of (A) **Attachment A**, which sets forth in greater detail the Parties' agreements hereunder, (B) **Appendix A**, which sets forth an initial schedule of Transaction Fees and other provisions regarding modifications thereof, and (C) the Interoperability Business Requirements (including Interface Control Documents attached thereto) described in such Attachment A. Any capitalized term used in this Agreement that is not expressly defined herein shall have the meaning given to that term under the Interoperability Business Requirements.

The Commissioners Court of Harris County, by order, dated SEP 11 2007, has authorized Harris County to enter into this Agreement and perform its obligations hereunder (**Exhibit A**).

The Board of Directors of the NTTA, by resolution, dated July 25, 2007, has authorized the NTTA to enter into this Agreement and perform its obligations hereunder (**Exhibit B**).

The Board of Directors of the CTRMA, by resolution, dated JULY 25 2007, has authorized the CTRMA to enter into this Agreement and perform its obligations hereunder (**Exhibit C**).

The party executing and delivering this Agreement on behalf of TxDOT certifies that he or she has the authority to enter into this Agreement on behalf of TxDOT and that TxDOT is authorized to enter into this Agreement and perform its obligation hereunder.

VII. Additional Parties:

TxDOT, Harris County, the CTRMA, and the NTTA (the "Original Parties") anticipate that additional toll authorities in the State of Texas may hereafter desire to enter into this Agreement and be bound by and enjoy the benefits set forth herein. The Original Parties, and any subsequent Party that enters into this Agreement pursuant to this Section VII agree that if the Statewide Interoperability Committee (hereinafter defined) certifies that a toll authority that desires to enter into this Agreement satisfies all criteria established by the Statewide Interoperability Committee to ensure that the subject toll authority is capable of meeting the interoperability business requirements and the requirements of the interface control documents promulgated by the Statewide Interoperability Committee, then upon issuance of such certification and the toll authority's governing body taking all necessary action to authorize its entry into this Agreement, such toll authority may enter into this Agreement and become a Party hereto by executing a counterpart of this Agreement that contains an acknowledgement and commitment by such toll authority to be bound by and comply with all of the terms hereof and to which is attached a copy of the resolution or other authorization adopted by the toll authority's governing body.

The "Statewide Interoperability Committee" is the Interoperability Committee appointed by the Board of Directors of the Transportation and Expressway Authority Membership of Texas to formulate and serve as the custodian of all interoperability business rules, interoperability information control documents, and interoperability standards applicable to interoperable toll authorities in the State of Texas and to be solely responsible for evaluating any proposed amendment to such rules, documents and standards

FOR HARRIS COUNTY

By Ed Emmett Date SEP 11 2007
Ed Emmett
County Judge

APPROVED AS TO FORM:

County Attorney

By: Nick Turner
Nick Turner
Assistant County Attorney

FOR THE NORTH TEXAS TOLLWAY AUTHORITY

By Jorge Figueredo Date 8-21-07
Jorge Figueredo
Executive Director
North Texas Tollway Authority

APPROVED AS TO FORM:

Locke Liddell & Sapp LLP
General Counsel to the NTTA

By: _____
James T. Rain

ATTEST:

By:

Deborah L. Smith
Deborah Smith, Secretary

FOR THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By

Mike Heiligenstein
Mike Heiligenstein
Executive Director
Central Texas Regional Mobility Authority

Date

8/27/07

APPROVED AS TO FORM:

General Counsel to the CTRMA

By:

Thomas C. Nielson
Thomas C. Nielson

FOR THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission 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

Janice Mullenix
Janice Mullenix
Director, Contract Services Section
Office of General Counsel

Date

December 13, 2007

ATTACHMENT A AGREEMENTS

RECITALS

Harris County, TxDOT, the NTTA, and the CTRMA are governmental entities authorized to design, construct and operate turnpikes and other toll facilities in the State of Texas. The use of electronic toll collection on such facilities is essential to their efficient operation and to maximizing their mobility benefits. Harris County, TxDOT, the NTTA, and the CTRMA are committed to ensuring that the transponder technologies utilized to effectuate electronic toll collection on their respective facilities are interoperable so as to further enhance the current and potential benefits of those technologies for the citizens of the State of Texas. The foundation of an interoperability network includes a data-transfer and communications architecture (the "Architecture") that provides a high level of efficiency in light of the anticipated expansion of interoperable transportation payment services to toll and non-toll authorities within the State of Texas. The Parties desire to utilize an Architecture that processes and distributes shared interoperable information between service provider authorities. For and in consideration of these premises, Harris County, TxDOT, the NTTA, and the CTRMA agree as follows:

AGREEMENT

1. **Installation, Integration and Operation.** The Parties agree to install and integrate a system including a set of interoperable interfaces as part of their respective toll collection systems. The Parties further agree to operate the interoperable components of their toll collections systems in accordance with the Interoperability Business Requirements and the Interface Control Documents ("ICDs") agreed upon by the parties in connection with the adoption of this Agreement, as they may be amended periodically in accordance with this Agreement.
2. **Interoperability Business Requirements and ICDs.** The Interoperability Business Requirements contain specific parameters that are derived from current business policies. Each party agrees to review such policies periodically and for possible modifications as their business needs change. Proposed changes to the Interoperability Business Requirements or ICDs shall be submitted to the Statewide Interoperability Committee for consideration. Any changes to the Interoperability Business Requirements or ICDs must be promulgated and approved by the Statewide Interoperability Committee and will be effective one hundred eighty (180) days following the promulgation of the final approved version thereof by the Statewide Interoperability Committee; provided, however, that any two or more of the Parties may by mutual agreement agree to implement such changes as between themselves at an earlier date.
3. **Physical network.** The Parties agree to establish network connectivity with sufficient capacity to satisfy the requirements of the Interoperability Business Requirements. This network infrastructure

may be modified; however, any network infrastructure modification affecting more than one party shall be made only if agreed to by all affected parties.

4. **Termination.** Any party's participation in this Agreement may be cancelled by any party at any time with or without cause one hundred and twenty (120) days after that Party provides written notice of its intent to terminate to all other Parties. Such termination shall not release either the terminating or remaining Parties from any liability for events occurring or obligations arising prior to the date of the termination.

5. **Notices to TxDOT.** All written notices, demands, and other papers or documents to be delivered to TxDOT under this Agreement shall be delivered to:

**Texas Department of Transportation
Texas Turnpike Authority Division
Dewitt C. Greer Building
125 East 11th Street
Austin, Texas 78701-2483
Attention: Turnpike Information Technology Director**

6. **Notices to the NTTA.** All written notices, demands, and other papers or documents to be delivered to the NTTA under this Agreement shall be delivered as follows, or at such other place or places as the NTTA may designate by written notice delivered to the CTRMA, Harris County and TxDOT:
if by courier, hand delivery, or overnight service, to:

**North Texas Tollway Authority
5900 West Plano Parkway, Suite 100
Plano, Texas 75093
Attention: Deputy Executive Director**

if by any other service, to:

**North Texas Tollway Authority
P.O. Box 260729
Plano, Texas 75026
Attention: Deputy Executive Director**

7. **Notices to Harris County.** All written notices, demands, and other papers or documents to be delivered to Harris County under this Agreement shall be delivered to:

**The Harris County Commissioners Court
1001 Preston, 9th Floor
Houston, Texas 77002
Attention: Clerk of Commissioners Court**

or at such other place or places as it may from time to time designate by written notice delivered to the CTRMA, the NTTA and TxDOT. For purposes of notice under this Agreement, a copy of any notice or communication to Harris County hereunder shall also be forwarded to the following address:

Harris County Toll Road Authority
330 Meadowfern, Suite 200
Houston, Texas 77067
Attention: Executive Director

8. **Notices to CTRMA.** All written notices, demands, and other papers or documents to be delivered to CTRMA under this Agreement shall be delivered to:

Central Texas Regional Mobility Authority
301 Congress Ave., Suite 650
Austin, Texas 78701
Attention: Director of Operations

or at such other place or places as it may from time to time designate by written notice delivered to the Harris County, NTTA and TxDOT.

9. **Relationship of the Parties.** Nothing in this Agreement is intended to create, nor shall be deemed or construed by the Parties or by any third party as creating, (1) the relationship of principal and agent, partnership or joint venture between the Parties or (2) a joint enterprise between the Parties and/or any other party. Without limiting the foregoing, the purposes for which the Parties have entered into this Agreement are separate and distinct, and there are no pecuniary interests, common purposes and/or equal rights of control among the Parties hereto.

10. **Successors and Assigns.** This Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective Parties and their legal successors. Other than as provided in the preceding sentence, neither Harris County, TxDOT, the CTRMA, nor the NTTA shall assign, sublet or transfer its respective interests in this Agreement without the prior written consent of the other Parties to this Agreement, unless otherwise provided by law.

11. **Severability.** If any provision of this Agreement, or the application thereof to any entity or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other entities or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

12. **Written Amendments.** Any change in the agreements, terms and/or responsibilities of the Parties hereto must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by all the Parties. Provided, however, that nothing in this paragraph shall impair or limit the effectiveness of any changes to the Interoperability Business Requirements or ICDs promulgated by the Statewide Interoperability Committee in accordance with Paragraph 2 above.

13. **Limitations.** All covenants and obligations of Harris County, TxDOT, the CTRMA, and the NTTA under this Agreement shall be deemed valid covenants and obligations of said entities, and no officer,

director, or employee of Harris County, TxDOT, the CTRMA, or the NTTA shall have any personal obligations or liability hereunder.

14. **Sole Benefit.** This Agreement is entered into for the sole benefit of Harris County, TxDOT, the CTRMA, the NTTA and their respective legal successors, and nothing in this Agreement or in any approval subsequently provided by a party hereto shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the public in general.
15. **Authorization.** Each party to this Agreement represents to the others that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery or performance of this Agreement. Each signatory on behalf of Harris County, TxDOT, the CTRMA, and the NTTA, as applicable, represents that he or she is fully authorized to bind that entity to the terms of this Agreement.
16. **Governing Law.** The provisions of this Agreement shall be construed in accordance with the laws and court decisions of the State of Texas.
17. **Interpretation.** No provision of this Agreement shall be construed against or interpreted to be to the disadvantage of any party hereto by any court, other governmental or judicial authority, or arbitrator by reason of such party having or being deemed to have drafted, prepared, structured or dictated such provision.
18. **Waiver.** No delay or omission by a party hereto to exercise any right or power hereunder shall impair such right or power or be construed as a waiver thereof. A waiver by any of the Parties hereto of any of the covenants, conditions or agreements to be performed by the others or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.
19. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. There are no representations, understandings or agreements relative hereto which are not fully expressed in this Agreement.
20. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one single agreement between the Parties.
21. **Headings.** The article and section headings used in this Agreement are for reference and convenience only, and shall not enter into the interpretation hereof.

22. Conflicts Between Agreements. If the terms of this Agreement conflict with the terms of any other agreement between all of these Parties, the most recent agreement shall prevail.

23. Gratuities. Any person who is doing business with or who reasonably speaking may do business with TxDOT under this agreement may not make any offer of benefits, gifts, or favors to employees of TxDOT. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Executive Director of TxDOT.

24. Conflict of Interest. TxDOT, Harris County, the CTRMA, and the NTTA shall not assign an employee to a project if the employee:

- A. owns an interest in or is an officer or employee of a business entity that has or may have a contract with the state, Harris County, the CTRMA, or the NTTA relating to the project;
- B. has a direct or indirect financial interest in the outcome of the project;
- C. has performed services regarding the subject matter of the project for an entity that has a direct or indirect financial interest in the outcome of the project or that has or may have a contract with TxDOT, Harris County, the CTRMA, or the NTTA; or
- D. is a current part-time or full-time employee of any other Party.

25. Continuing Cooperation. In their (a) development and implementation of technologies for their facilities, (b) promulgation of rules or standards, and (c) contracting with other toll authorities or with vendors, the Parties agree to support and advance the interoperability (as defined in the Interoperability MOU) of their electronic toll collection systems and shall work collaboratively in determining the modifications that are necessary to support and advance interoperability (as so defined).

26. No Election of Remedies. In the event of a default by one Party hereunder, each other Party shall have the right to pursue any and all remedies available to that other Party under applicable law.

27. State Auditor's Provision. The State Auditor may conduct an audit of investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

APPENDIX A

Transaction Fees Version 1.0

Base Transaction Fees – Eight percent (8%) of the posted toll amount.

Non-Transponder Based Transaction Fees – Base Transaction Fee plus an additional amount that may be determined by the Statewide Interoperability Committee.

Base Transaction Fees and Non-Transponder Based Transaction Fees shall be reviewed every two (2) years by the Statewide Interoperability Committee, which shall recommend to the Parties amendments, if any, to those fees. Changes recommended by the Statewide Interoperability Committee shall become effective one hundred twenty (120) days after the date that a majority of the Interoperable Authorities that are then Parties to this Agreement have taken such official action as is necessary in accordance with their respective governance requirements to ratify and adopt such changes, and this agreement shall thereupon be deemed to have been amended accordingly. A party that does not take official action to ratify and adopt such changes before the expiration of the above-described one-hundred twenty (120) day period shall be deemed to have elected to have terminated its participation in this Agreement under in Section 4 of Attachment A. Notwithstanding the written notice requirement of Section 4 of Attachment A, a termination under this Appendix A shall become effective upon the expiration of the foregoing one-hundred twenty (120) day period, without the necessity of written notice.



NORTH TEXAS TOLLWAY AUTHORITY

RESOLUTION NO. 07-75

**A RESOLUTION OF
THE NORTH TEXAS TOLLWAY AUTHORITY
AUTHORIZING AN INTERLOCAL AGREEMENT REGARDING
STATEWIDE INTEROPERABILITY OF ELECTRONIC TOLL COLLECTIONS WITH
THE TEXAS DEPARTMENT OF TRANSPORTATION, HARRIS COUNTY, AND
THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

July 25, 2007

WHEREAS, the North Texas Tollway Authority (the "NTTA") is a regional tollway authority governed by Chapter 366 of the Texas Transportation Code, known as the Regional Tollway Authority Act (the "Act"); and

WHEREAS, the NTTA, Harris County (acting through the Harris County Toll Road Authority), the Texas Department of Transportation ("TxDOT") (acting through its Texas Turnpike Authority division), and the Central Texas Regional Mobility Authority ("CTRMA") each operates one or more turnpike projects in the state that employ transponder devices to collect tolls from customers; and

WHEREAS, in 2002, to ensure development of a collaborative and coordinated approach to interoperability of transponder-based transactions among all the toll providers throughout the state, the Board of Directors of the Transportation and Expressway Authority Membership of Texas ("TeamTx"), a Texas non-profit corporation organized to promote and assist in the development, ownership, operation, financing, and planning of toll projects in the state, created an Interoperability Task Force; and

WHEREAS, a Memorandum of Understanding (Interoperability) dated November 23, 2004, was executed among the NTTA, TxDOT, and Harris County to guide the development of a statewide interoperability solution; and

WHEREAS, in 2005, TeamTx established an Interoperability Committee (the "Committee"), composed of members representing the NTTA, TxDOT, Harris County, and CTRMA; and

WHEREAS, the Committee is charged with formulating and serving as custodian of interoperability business rules, information control documents, and standards agreed upon by the members of the Committee; and

WHEREAS, the Committee prepared a draft Interlocal Agreement (ILA) to evidence the members' agreement to follow the Committee's promulgated business rules, control documents, and standards, the terms of which have been substantially agreed upon by NTTA, TxDOT, Harris County, and CTRMA; and

WHEREAS, the draft ILA establishes processes and fees for communicating, clearing, and paying transactions incurred when a customer whose transponder account is established at one agency incurs charges for the use of another agency's facility; and


WHEREAS, the draft ILA anticipates that additional toll authorities that meet the rules, standards and transmission formats established by the Committee may enter into the ILA at a later date; and

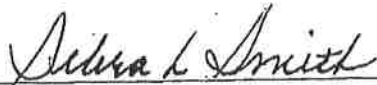
WHEREAS, it is anticipated that allowing NTTA customers to use TollTag transponders on the other toll authorities' facilities will promote greater use and distribution of TollTag transponders by the traveling public, thereby improving the operation and efficiency of the NTTA's own projects and enhancing mobility in north Texas; and

WHEREAS, pursuant to the Act and Chapter 791 of the Texas Government Code, the NTTA may enter into agreements with other governmental entities to perform governmental functions and services, and NTTA staff recommends entering into an agreement that contains substantially the same terms as are set forth in the draft ILA;

NOW, THEREFORE, the Board of Directors of the North Texas Tollway Authority hereby authorizes the Acting Executive Director or his designee to negotiate, finalize, execute, and deliver on behalf of the NTTA, an Interlocal Agreement with TxDOT, Harris County, CTRMA, and such other toll authorities as the Committee may hereafter determine to be qualified to fulfill the terms, conditions, responsibilities, and obligations of the ILA, said Interlocal Agreement to be substantially in the form of the draft ILA prepared by the Committee, but subject to such changes as the Acting Executive Director determines to be non-substantive, in the best interest of the NTTA, and consistent with the business terms of the draft ILA and the promotion of interoperable transponder-based transactions among the parties to the agreement.

ATTEST:


Paul N. Wageman, Chairman


Debra L. Smith, Secretary

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 07-39

WHEREAS, the Central Texas Regional Mobility Authority ("CTRMA") was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.01, *et. seq.* (the "RMA Rules"); and

WHEREAS, the Board of Directors of the CTRMA has been constituted in accordance with the Transportation Code and the RMA Rules; and

WHEREAS, in Resolution No. 05-06, dated January 26, 2005, the Board of Directors approved entering into a Project Development Agreement with the Texas Department of Transportation ("TxDOT") regarding the various project development issues related to construction, completion and operation of the 183-A Project; and

WHEREAS, on March 3, 2007, the 183-A Project was opened to traffic; and

WHEREAS, all toll authorities and agencies within the State of Texas are required to have interoperability of their respective toll collection systems; and

WHEREAS, currently TxDOT, Harris County through the Harris County Toll Road Authority ("Harris County"), the North Texas Tollway Authority ("NTTA") and the CTRMA have operating projects with toll collection systems that are interoperable with each other; and

WHEREAS, the CTRMA staff has negotiated a proposed Interlocal Agreement ("Interlocal Agreement") with TxDOT, Harris County and NTTA which sets forth the various terms and Interoperability Business Requirements necessary to insure continuing interoperability of each party's respective toll systems, such proposed Interlocal Agreement being attached hereto as "Attachment A"; and

WHEREAS, the CTRMA staff recommends that the CTRMA enter into the Interlocal Agreement with TxDOT, Harris County and NTTA to insure continuing interoperability of each party's respective toll systems.


NOW THEREFORE, BE IT RESOLVED, that the CTRMA Board of Directors approves the final negotiation and execution of the Interlocal Agreement to insure continuing interoperability of each party's respective toll systems, the final terms, scope and conditions of such Interlocal Agreement to be mutually agreed to between the CTRMA and the other parties; and

BE IT FURTHER RESOLVED, that the Executive Director and staff are directed to finalize the Interlocal Agreement consistent with all applicable rules, regulations, statutes, and this


Resolution and that such Interlocal Agreement may be executed by the Executive Director upon its completion under the terms hereof.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of July, 2007.

Submitted and reviewed by:


Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority

Approved:


Robert E. Tesch
Chairman, Board of Directors
Resolution Number 07-39
Date Passed 7/25/07

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on ~~SEP 11 2007~~ 2007, with the following members present, to-wit:

Ed Emmett,	County Judge
El Franco Lee,	Commissioner, Precinct No. 1
Sylvia Garcia,	Commissioner, Precinct No. 2
Steve Radack,	Commissioner, Precinct No. 3
Jerry Eversole,	Commissioner, Precinct No. 4

and the following members absent, to-wit: none, constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY, NORTH TEXAS TOLLWAY AUTHORITY, CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY, AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE INTEROPERABILITY OF TOLL COLLECTION SYSTEMS WITHIN TEXAS

Commissioner Lee introduced an order and made a motion that the same be adopted. Commissioner Lee seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Ed Emmett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. El Franco Lee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Sylvia Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Steve Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Jerry Eversole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted as follows:

RECITALS:

WHEREAS, Harris County, the Texas Department of Transportation, the Central Texas Regional Mobility Authority, and the North Texas Tollway Authority are governmental entities with existing and operating toll road facilities located in the State of Texas. Through this agreement customers of the various entities will be able to utilize their electronic toll collection

Presented to Commissioner's Court

SEP 11 2007

APPROVE _____

Recorded Vol _____ Page _____

devices while using the toll facilities of the other entities. The parties will share an interoperability network for that purpose.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

Section 1: The recitals set forth in this order are true and correct.

Section 2: The Interlocal Agreement between Harris County, North Texas Tollway Authority, Central Texas Regional Mobility Authority, and the Texas Department of Transportation for the interoperability of their toll collection systems permitting customers of the various entities to utilize their electronic toll collection devices on the toll facilities of the other entities is approved and the County Judge of Harris County or his designee is authorized to execute the Agreement. The Interlocal Agreement is attached hereto and made a part hereof for all purposes.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on SEP 11 2007, 2007, with the following members present, to-wit:

Ed Emmett,	County Judge
El Franco Lee,	Commissioner, Precinct No. 1
Sylvia Garcia,	Commissioner, Precinct No. 2
Steve Radack,	Commissioner, Precinct No. 3
Jerry Eversole,	Commissioner, Precinct No. 4

and the following members absent, to-wit: none, constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY, NORTH TEXAS TOLLWAY AUTHORITY, CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY, AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE INTEROPERABILITY OF TOLL COLLECTION SYSTEMS WITHIN TEXAS

Commissioner Garcia introduced an order and made a motion that the same be adopted. Commissioner Lee seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Ed Emmett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. El Franco Lee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Sylvia Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Steve Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Jerry Eversole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted as follows:

RECITALS:

WHEREAS, Harris County, the Texas Department of Transportation, the Central Texas Regional Mobility Authority, and the North Texas Tollway Authority are governmental entities with existing and operating toll road facilities located in the State of Texas. Through this agreement customers of the various entities will be able to utilize their electronic toll collection

devices while using the toll facilities of the other entities. The parties will share an interoperability network for that purpose.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

Section 1: The recitals set forth in this order are true and correct.

Section 2: The Interlocal Agreement between Harris County, North Texas Tollway Authority, Central Texas Regional Mobility Authority, and the Texas Department of Transportation for the interoperability of their toll collection systems permitting customers of the various entities to utilize their electronic toll collection devices on the toll facilities of the other entities is approved and the County Judge of Harris County or his designee is authorized to execute the Agreement. The Interlocal Agreement is attached hereto and made a part hereof for all purposes.

Exhibit B

**CERTIFICATION BY THE
STATEWIDE INTEROPERABILITY COMMITTEE**

[on the following 7 pages]

CERTIFICATION

STATEWIDE INTEROPERABILITY COMMITTEE


WHEREAS, the Texas Department of Transportation ("TxDOT"), Harris County, the North Texas Tollway Authority ("NTTA"), and the Central Texas Regional Mobility Authority ("CTRMA") (collectively, the "Original Parties") have duly approved an interlocal agreement to provide for interoperability of toll collection systems in Texas, and of the Original Parties duly executed this interlocal agreement on or before December 13, 2007 (the "Agreement"); and

WHEREAS, as required by and in accordance with Section VII (Additional Parties) of the Agreement, the Fort Bend Grand Parkway Toll Road Authority ("FBGPTRA") has submitted its electronic toll collection system and data-transfer and communications architecture for testing and analysis by the Statewide Interoperability Committee; and

WHEREAS, in the written testing report and confirmation attached as **Exhibit 1** to this Certification (the "Report"), Statewide Interoperability testing team confirm that the FBGPTRA toll system is capable of meeting the interoperability business requirements and the requirements of the interface control documents promulgated by the Statewide Interoperability Committee; and

WHEREAS, a quorum of the members of the Statewide Interoperability Committee convened in a telephonic meeting at 1:00 p.m. October 22, 2013, and, after due consideration and discussion concerning the Report, by unanimous vote of the three Committee members present, the Statewide Interoperability Committee determined that the Fort Bend Grand Parkway Toll Road Authority satisfies all criteria established to ensure that FBGPTRA is capable of meeting the interoperability business requirements and the requirements of the interface control documents promulgated by the Statewide Interoperability Committee.

NOW, THEREFORE, BE IT RESOLVED that the Statewide Interoperability Committee hereby certifies that the Fort Bend Grand Parkway Toll Road Authority has satisfied all criteria established to ensure that FBGPTRA is capable of meeting the interoperability business requirements and the requirements of the interface control documents promulgated by the Statewide Interoperability Committee.



Timothy J. Reilly, Chairman
Statewide Interoperability Committee

Fort Bend Testing IOPHUB Test Log

Item No.	Agency	Issue Description	Status	Reported Completion Date
1	NTTA	NTTA creates a Full TVL File Completed Successfully	Completed Successfully	8/26/2013
2	NTTA	NTTA transmits Full TVL File to the IOPHUB FTP server (In Progress)	Completed Successfully	8/26/2013
3	NTTA	IOPHUB generates a Full TVL ACK and places the file on the IOPHUB FTP server	Completed Successfully	8/26/2013
4	NTTA	NTTA retrieves the Full TVL ACK file from the IOPHUB FTP server and process	Completed Successfully	8/26/2013
5	NTTA	IOPHUB processes the Full TVL File and places the file on the IOPHUB FTP server	Completed Successfully	8/26/2013
6	NTTA	FBGPTRA retrieves the Full TVL file from the IOPHUB FTP server	Completed Successfully	8/27/2013
7	NTTA	FBGPTRA processes the Full TVL File	Completed Successfully	8/27/2013
8	NTTA	FBGPTRA generates the TVL ACK File and transmits the file to IOPHUB FTP server	Completed Successfully	9/6/2013
9	NTTA	IOPHUB processes the TVL ACK File from FBGPTRA	Completed Successfully	9/9/2013
10	NTTA	NTTA mocks up Full TVL Files (3 separate files) using an incorrect checksum, file size and record count	Completed Successfully	8/30/2013
11	NTTA	NTTA places mocked up Full TVL Files to the Outgoing FTP Server Directory of FBGPTRA	Completed Successfully	8/30/2013
12	NTTA	FBGPTRA processes the mocked up Full TVL Files	Completed Successfully	8/30/2013
13	NTTA	FBGPTRA rejects the mocked up Full TVL Files	Completed Successfully	9/3/2013
14	NTTA	FBGPTRA mocks up TVL ACK Files (3 separate files) using an incorrect checksum, record counts and file size	Completed Successfully	9/3/2013
15	NTTA	FBGPTRA places mocked up TVL ACK files to the Incoming FTP Server Directory of FBGPTRA	Completed Successfully	9/3/2013
16	NTTA	IOPHUB processes the mocked up TVL ACK Files	Completed Successfully	9/4/2013
17	NTTA	IOPHUB rejects mocked up TVL ACK Files	Completed Successfully	9/4/2013
18	NTTA	ETCC verifies the status of the TVL ACK Files in the file_store table.	Completed Successfully	9/4/2013
19	NTTA	NTTA creates an Incremental TVL File - Completed	Completed Successfully	9/5/2013
20	NTTA	NTTA transmits an Incremental TVL File to the IOPHUB FTP server	Completed Successfully	9/5/2013

Fort Bend Testing IOPHUB Test Log

Item No.	Agency	Issue Description	Status	Reported Completion Date
21	NTTA	IOPHub generates an Incremental TVL ACK and places the file on the IOPHub FTP server	Completed Successfully	9/5/2013
22	NTTA	NTTA retrieves the Incremental TVL ACK file from the IOPHub FTP server and processes	Completed Successfully	9/5/2013
23	NTTA	IOPHub processes the Incremental TVL File and places the file on the IOPHub FTP server	Completed Successfully	9/5/2013
24	NTTA	FBGPTRA retrieves the Incremental TVL file from the IOPHub FTP server	Completed Successfully	9/6/2013
25	NTTA	FBGPTRA processes the Incremental TVL File	Completed Successfully	9/6/2013
26	NTTA	FBGPTRA generates the TVL ACK File and transmits to the IOPHub FTP server	Completed Successfully	9/6/2013
27	NTTA	IOPHub processes the TVL ACK File from FBGPTRA	Completed Successfully	9/6/2013
28	NTTA	FBGPTRA places the Transaction File on the IOPHub FTP server	Completed Successfully	9/9/2013
29	NTTA	IOPHub processes the Transaction File of FBGPTRA	Completed Successfully	9/10/2013
30	NTTA	IOPHub generates the Transaction file for NTTA	Completed Successfully	9/10/2013
31	NTTA	IOPHub places the Transaction file on the IOPHub FTP server for NTTA	Completed Successfully	9/10/2013
32	NTTA	NTTA retrieves FBGPTRA transaction file from IOPHub FTP server	Completed Successfully	9/10/2013
33	NTTA	NTTA processes the transaction file	Completed Successfully	9/10/2013
34	NTTA	NTTA generates the RCN file for FBGPTRA	Completed Successfully	9/10/2013
35	NTTA	NTTA places the RCN file on the IOPHub FTP server	Completed Successfully	9/10/2013
36	NTTA	IOPHub processes the RCN file	Completed Successfully	9/10/2013
37	NTTA	IOPHub generates a RCN file	Completed Successfully	9/10/2013
38	NTTA	IOPHub places the RCN file on the IOPHub FTP server	Completed Successfully	9/10/2013
39	NTTA	FBGPTRA retrieves the RCN file from the IOPHub FTP Server	Completed Successfully	9/10/2013
40	NTTA	FBGPTRA processes the RCN file	Completed Successfully	9/10/2013

Fort Bend Testing IOPHUB Test Log

Item No.	Agency	Issue Description	Status	Reported Completion Date
41	NTTA	NTTA/FBGPTTRA verifies the dispositions of the transactions via the reports in IOPHUB	Completed Successfully	9/11/2013
42	NTTA	FBGPTRA mocks up a TXN Files (3 separate files) with incorrect checksums, file size and record count.	Completed Successfully	9/10/2013
43	NTTA	FBGPTRA places mocked up TXN Files to the Incoming FTP Server Directory of FBGPTRA	Completed Successfully	9/10/2013
44	NTTA	IOPHUB processes the mocked up TXN Files	Completed Successfully	9/10/2013
45	NTTA	IOPHUB rejects the mocked up TXN Files	Completed Successfully	9/10/2013
46	NTTA	NTTA mocks up RCN Files (3 separate files) using an incorrect checksum, file size and record count	Completed Successfully	9/11/2013
47	NTTA	NTTA places mocked up RCN Files to the Outgoing FTP Server Directory of FBGPTRA	Completed Successfully	9/11/2013
48	NTTA	FBGPTRA processes the mocked up RCN Files	Completed Successfully	9/11/2013
49	NTTA	FBGPTRA rejects the mocked up RCN Files	Completed Successfully	9/11/2013
1	TxDOT	TxDOT mocks up RCN Files (3 separate files) using an incorrect checksum, file size and record count	Completed Successfully	10/1/2013
2	TxDOT	TxDOT places mocked up RCN Files to the IOPHUB FTP Server	Completed Successfully	10/1/2013
3	TxDOT	IOPHUB processes the mocked up RCN Files	Completed Successfully	10/1/2013
4	TxDOT	IOPHUB rejects the mocked up RCN Files	Completed Successfully	10/1/2013
5	TxDOT	FBGPTRA retrieves the RCN file from the IOPHUB FTP Server	Completed Successfully	10/4/2013
6	TxDOT	FBGPTRA processes the RCN file	Completed Successfully	10/4/2013
7	TxDOT	FBGPTRA mocks up a TXN Files (3 separate files) with incorrect checksums, file size and record count.	Completed Successfully	10/7/2013
8	TxDOT	FBGPTRA places mocked up TXN Files to the Incoming FTP Server Directory of FBGPTRA	Completed Successfully	10/7/2013
9	TxDOT	IOPHUB processes the mocked up TXN Files	Completed Successfully	10/7/2013
10	TxDOT	IOPHUB rejects the mocked up TXN Files	Completed Successfully	10/7/2013
11	TxDOT	HCTRA / TxDOT / FBGPTRA verifies the dispositions of the transactions via the reports in IOPHUB	Completed Successfully	10/7/2013
12	TxDOT	TxDOT retrieves FBGPTRA transaction file from IOPHUB FTP server	Completed Successfully	9/26/2013

Fort Bend Testing IOPHUB Test Log

Item No.	Agency	Issue Description	Status	Reported Completion Date
13	TxDOT	TxDOT processes the transaction file	Completed Successfully	9/26/2013
14	TxDOT	TxDOT generates the RCN file for FBGPTRA	Completed Successfully	9/26/2013
15	TxDOT	TxDOT places the RCN file on the IOPHub FTP server	Completed Successfully	9/26/2013
16	TxDOT	IOPHub processes the RCN file	Completed Successfully	9/26/2013
17	TxDOT	IOPHub generates a RCN file	Completed Successfully	9/26/2013
18	TxDOT	IOPHub places the RCN file on the IOPHub FTP server	Completed Successfully	9/26/2013
19	TxDOT	TxDOT creates an Incremental LVL File	Completed Successfully	10/4/2013
20	TxDOT	TxDOT transmits an Incremental LVL File to the IOPHub FTP server	Completed Successfully	10/4/2013
21	TxDOT	IOPHub generates an Incremental LVL ACK and places the file on the IOPHub FTP server	Completed Successfully	10/4/2013
22	TxDOT	TxDOT retrieves the Incremental LVL ACK file from the IOPHub FTP server and processes	Completed Successfully	10/4/2013
23	TxDOT	IOPHub processes the Incremental LVL File and places the file on the IOPHub FTP server	Completed Successfully	10/4/2013
24	TxDOT	FBGPTRA retrieves the Incremental LVL file from the IOPHub FTP server	Completed Successfully	10/4/2013
25	TxDOT	FBGPTRA processes the Incremental LVL File	Completed Successfully	10/4/2013
26	TxDOT	FBGPTRA generates the LVL ACK File and transmits to the IOPHub FTP server	Completed Successfully	10/4/2013
27	TxDOT	IOPHub processes the LVL ACK File from FBGPTRA	Completed Successfully	10/4/2013
28	TxDOT	FBGPTRA mocks up LVL ACK Files (3 separate files) using an incorrect checksum, record counts and file size	Completed Successfully	10/3/2013
29	TxDOT	FBGPTRA places mocked up LVL ACK files to the Incoming FTP Server Directory of FBGPTRA	Completed Successfully	10/3/2013
30	TxDOT	IOPHub processes the mocked up LVL ACK Files	Completed Successfully	10/3/2013
31	TxDOT	IOPHub rejects mocked up LVL ACK Files	Completed Successfully	10/3/2013
32	TxDOT	IOPHub support team verifies the status of the LVL ACK Files in the file_store table.	Completed Successfully	10/3/2013
33	TxDOT	FBGPTRA retrieves the full LVL file from the IOPHub FTP server	Completed Successfully	10/2/2013
34	TxDOT	FBGPTRA processes the full LVL File	Completed Successfully	10/2/2013
35	TxDOT	FBGPTRA generates the LVL ACK File and transmits the file to IOPHub FTP server	Completed Successfully	10/2/2013

Fort Bend Testing IOPHUB Test Log

Item No.	Agency	Issue Description	Status	Reported Completion Date
36	TxDOT	IOPHub processes the LVL ACK File from FBGPTRA	Completed Successfully	10/2/2013
37	TxDOT	TxDOT creates a full LVL File	Completed Successfully	10/2/2013
38	TxDOT	TxDOT transmits full LVL File to the IOPHub FTP server	Completed Successfully	10/2/2013
39	TxDOT	IOPHub generates LVL ACK and places the file on the IOPHub FTP server	Completed Successfully	10/2/2013
40	TxDOT	TxDOT retrieves the LVL ACK file from the IOPHub FTP server and process	Completed Successfully	10/2/2013
41	TxDOT	IOPHub processes the full LVL File and places the file on the IOPHub FTP server	Completed Successfully	10/2/2013
42	TxDOT	TxDOT retrieves FBGPTRA transaction file from IOPHub FTP server	Completed Successfully	9/25/2013
43	TxDOT	TxDOT processes the transaction file	Completed Successfully	9/26/2013
44	TxDOT	TxDOT generates the RCN file for FBGPTRA	Completed Successfully	9/26/2013
45	TxDOT	TxDOT places the RCN file on the IOPHub FTP server	Completed Successfully	9/26/2013
46	TxDOT	IOPHub processes the RCN file	Completed Successfully	9/26/2013
47	TxDOT	IOPHub generates a RCN file	Completed Successfully	9/26/2013
48	TxDOT	IOPHub places the RCN file on the IOPHub FTP server	Completed Successfully	9/26/2013
49	TxDOT	FBGPTRA places the Transaction File on the IOPHub FTP server	Completed Successfully	9/26/2013
50	TxDOT	IOPHub processes the Transaction File of FBGPTRA	Completed Successfully	9/25/2013
51	TxDOT	IOPHub generates the Transaction file	Completed Successfully	9/26/2013
52	TxDOT	IOPHub places the Transaction file on the IOPHub FTP server	Completed Successfully	9/27/2013
53	TxDOT	TxDOT creates an Incremental TVL File	Completed Successfully	9/24/2013
54	TxDOT	TxDOT transmits an Incremental TVL File to the IOPHub FTP server	Completed Successfully	9/24/2013
55	TxDOT	IOPHub generates an Incremental TVL ACK and places the file on the IOPHub FTP server	Completed Successfully	9/24/2013
56	TxDOT	TxDOT retrieves the Incremental TVL ACK file from the IOPHub FTP server and processes	Completed Successfully	9/24/2013
57	TxDOT	IOPHub processes the Incremental TVL File and places the file on the IOPHub FTP server	Completed Successfully	9/24/2013
58	TxDOT	FBGPTRA retrieves the Incremental TVL file from the IOPHub FTP server	Completed Successfully	9/24/2013
59	TxDOT	FBGPTRA processes the Incremental TVL File	Completed Successfully	9/24/2013

Fort Bend Testing IOPHUB Test Log

Item No.	Agency	Issue Description	Status	Reported Completion Date
60	TxDOT	FBGPTRA generates the TVL ACK File and transmits to the IOPHub FTP server	Completed Successfully	9/24/2013
61	TxDOT	IOPHub processes the TVL ACK File from FBGPTRA	Completed Successfully	9/24/2013
62	TxDOT	FBGPTRA mocks up TVL ACK Files (3 separate files) using an incorrect checksum, record counts and file size	Completed Successfully	9/23/2013
63	TxDOT	FBGPTRA places mocked up TVL ACK files to the Incoming FTP Server Directory of FBGPTRA	Completed Successfully	9/23/2013
64	TxDOT	IOPHub processes the mocked up TVL ACK Files	Completed Successfully	9/23/2013
65	TxDOT	IOPHub rejects mocked up TVL ACK Files	Completed Successfully	9/23/2013
66	TxDOT	IOPHub support team verifies the status of the TVL ACK Files in the file_store table.	Completed Successfully	9/23/2013
67	TxDOT	TxDOT creates a Full TVL File	Completed Successfully	9/19/2013
68	TxDOT	TxDOT transmits Full TVL File to the IOPHub FTP server	Completed Successfully	9/19/2013
69	TxDOT	IOPHub generates a Full TVL ACK and places the file on the IOPHub FTP server	Completed Successfully	9/19/2013
70	TxDOT	TxDOT retrieves the Full TVL ACK file from the IOPHub FTP server and process	Completed Successfully	9/19/2013
71	TxDOT	IOPHub processes the Full TVL File and places the file on the IOPHub FTP server	Completed Successfully	9/19/2013
72	TxDOT	FBGPTRA retrieves the Full TVL file from the IOPHub FTP server	Completed Successfully	9/19/2013
73	TxDOT	FBGPTRA processes the Full TVL File	Completed Successfully	9/19/2013
74	TxDOT	FBGPTRA generates the TVL ACK File and transmits the file to IOPHub FTP server	Completed Successfully	9/23/2013
75	TxDOT	IOPHub processes the TVL ACK File from FBGPTRA	Completed Successfully	9/24/2013

Exhibit C

**RESOLUTION OF THE
FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY**

[on the following 2 pages]

**A RESOLUTION OF
THE FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY AUTHORIZING
EXECUTION OF THE COUNTERPART AGREEMENT REQUIRED TO BECOME A
PARTY TO THE AGREEMENT FOR
STATEWIDE INTEROPERABILITY OF ELECTRONIC TOLL COLLECTIONS BY AND AMONG THE TEXAS
DEPARTMENT OF TRANSPORTATION, HARRIS COUNTY, NORTH TEXAS TOLLWAY AUTHORITY, AND THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

October 29, 2013

WHEREAS, the Fort Bend Grand Parkway Toll Road Authority (the "FBGPTRA") is a local government corporation operating pursuant to Texas Transportation Code, Chapter 284; and

WHEREAS, the FBGPTRA, Harris County, acting through the Harris County Toll Road Authority ("HCTRA"), the Texas Department of Transportation ("TxDOT"), acting through its Texas Turnpike Authority division, the North Texas Tollway Authority ("NTTA"), and the Central Texas Regional Mobility Authority ("CTRMA") each operates one or more turnpike projects in the state that employ transponder devices to collect tolls from customers; and

WHEREAS, in 2002, to ensure development of a collaborative and coordinated approach to interoperability of transponder based transactions among all the toll providers throughout the state, the Board of Directors of the Transportation and Expressway Authority Membership of Texas ("TeamTx"), a Texas non-profit corporation organized to promote and assist in the development, ownership, operation, financing, and planning of toll projects in the state, created an Interoperability Task Force; and

WHEREAS, a Memorandum of Understanding (Interoperability) dated November 23, 2004, was executed among the NTTA, TxDOT, and Harris County to guide the development of a statewide interoperability solution; and

WHEREAS, in 2005, TeamTx established an Interoperability Committee (the "Committee"), composed of members representing the NTTA, TxDOT, Harris County, and CTRMA; and

WHEREAS, the Committee is charged with formulating and serving as custodian of interoperability business rules, information control documents, and standards agreed upon by the members of the Committee; and

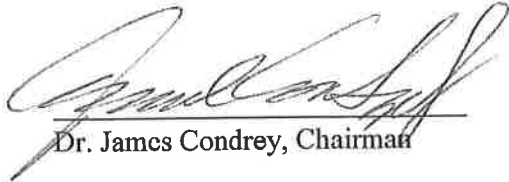
WHEREAS, TxDOT, Harris County, NTTA, and CTRMA executed an Interlocal Agreement ("Contract") on December 13, 2007 concerning Interoperability of Toll Collection Systems; and

WHEREAS, the Contract sets forth the various terms and Interoperability Business Requirements necessary to insure continuing interoperability of party's respective toll systems that are interoperable with each other; and


WHEREAS, the FBGPTRA desires to join and be bound as an additional and subsequent party to the Contract by and among TxDOT, Harris County, NTTA, and CTRMA pursuant to Section VII of the Contract and in accordance with the proposed Counterpart to Interlocal Agreement attached to this resolution as Exhibit 1.

NOW THEREFORE, BE IT RESOLVED, that the FBGPTRA Board of Directors approves FBGPTRA joining and being bound as an additional party to the Interoperability of Toll Collection System Agreement, and further approves the execution of the Counterpart to Interlocal Agreement attached to this resolution as Exhibit 1 on behalf of and as the act of FBGPTRA.

ATTEST:



Dr. James Condrey, Chairman



~~Charles Rencher, Secretary~~
William D. Kee, III, Asst. Secretary