

THE STATE OF TEXAS

COUNTY OF FORT BEND

INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement"), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between FORT BEND COUNTY, TEXAS ("County"), a body corporate and politic, acting by and through its Commissioners Court, and the METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY, TEXAS ("METRO"), a metropolitan transit agency and public entity under the laws of the State of Texas.

RECITALS:

WHEREAS, METRO and County are working to develop a one-seat, seamless fare ride for commuters from Fort Bend County to downtown Houston; and

WHEREAS, County wishes to procure a study from Texas Transportation Institute (TTI) with federal grant funds to assist in the development of a seamless transit service (the "Professional Services"); and

WHEREAS, METRO wishes to contribute funds as a portion of the local match for the purchase of the Professional Services; and

WHEREAS, METRO and County believe it is in their best interests to enter into this Agreement to facilitate the provision of services to METRO's riders and the citizens of County.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

ARTICLE I
PURPOSE

The purpose of this Agreement is for the parties to share in the cost of County's procurement of the Professional Services.

ARTICLE II
CONSIDERATION

As consideration for METRO's performance under this Agreement, County agrees to provide to METRO a copy of the deliverables resulting from the Professional Services.

ARTICLE III
SCOPE OF SERVICES

3.01 County agrees to procure the Professional Services from TTI. County agrees to contribute fifty-four thousand four hundred dollars and no/100 (\$54,400.00) in federal grant funds toward the purchase of the Professional Services.

3.02 METRO agrees to contribute two thousand two hundred and sixty-six dollars and no/100 (\$2,266.00) as METRO's agreed portion of the local match funds for County's procurement of the Professional Services. Such funds shall be provided to County within 30 days of execution of this Agreement.

3.03 County agrees to provide to METRO a copy of the deliverables resulting from the Professional services.

ARTICLE IV
MISCELLANEOUS

4.01 Each party shall make payments from current revenues available to the party.

4.02 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

4.03 Texas law governs this Agreement and any lawsuit on this Agreement must be filed in a court that has jurisdiction in Fort Bend County, Texas.

4.04 If a court finds or rules that any part of this Agreement is invalid or unlawful, the remainder of the Agreement continues to be binding on the parties.

4.05 This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

4.06 This Agreement cannot be assigned by either party.

4.07 The term of this Agreement shall be from the Effective Date until completion of the study, unless sooner modified or terminated by the parties.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT AS OF THE DATE OF THE LAST SIGNATURE ("EFFECTIVE DATE").

FORT BEND COUNTY



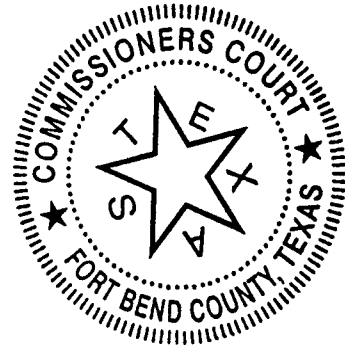
Robert E. Hebert, County Judge

Date: June 5, 2012

ATTEST/SEAL:



Dianne Wilson, County Clerk




METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY, TEXAS

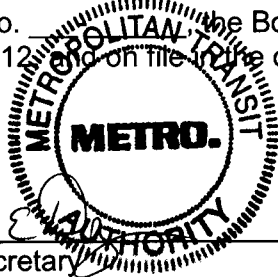
By: 

George Greanias
President and Chief Executive Officer

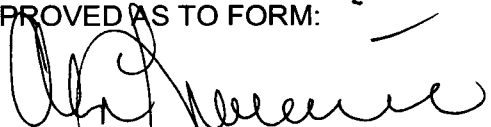
Executed for and on behalf of the Metropolitan Transit Authority pursuant to Resolution No. _____ the Board of Directors passed on the ____ day of _____ 2012 and on file in the office of Assistant Secretary of METRO.

ATTEST:


Assistant Secretary



APPROVED AS TO FORM:



Alva Trevino
General Counsel



Susan Bailey
Sr. Vice President and Chief Financial Officer