

**AMENDMENT NO. 17 TO INTERLOCAL AGREEMENT  
FOR PUBLIC TRANSPORTATION SERVICES  
IN CITY OF BAYTOWN**

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

This Seventeenth Amendment is made and entered into pursuant to Chapter 791 of the Texas Government Code by and between Harris County (the “County”), a body corporate and politic under the laws of the State of Texas, and the City of Baytown (“Baytown”), a home-rule city under the laws of the State of Texas. The County and Baytown are referred to herein collectively as the “Parties” and individually as a “Party.”

***Recitals***

On or about July 8, 2008, the County and Baytown entered into an agreement regarding the provision of fixed route bus services in Baytown for a term of one year (the “Master Agreement”).

On or about June 23, 2009, the Parties entered into Amendment No. 1 to the Master Agreement to provide for continuation of the fixed route bus service for an additional year.

On or about September 29, 2009, the Parties entered into Amendment No. 2 to the Master Agreement to provide for a third fixed route under the Agreement and to provide funding for such third route.

On or about June 22, 2010, the Parties entered into Amendment No. 3 to the Master Agreement to extend the term of the Master Agreement through July 8, 2011, provide for funding during such extension, and to provide for trash removal for shelters by Baytown beginning in the third year of the Agreement.

On or about June 21, 2011, the Parties entered into Amendment No. 4 to the Master Agreement to extend the term of the Master Agreement through July 8, 2012 and to provide for funding during such extension.

On or about September 25, 2012, the Parties entered into Amendment No. 5 to the Master Agreement to extend the term of the Master Agreement through July 8, 2013 and to provide for funding during such extension.

On or about July 9, 2013 the Parties entered into Amendment No. 6 to the Master Agreement to extend the term of the Master Agreement through July 8, 2014 and to provide for funding during such extension.

On or about July 22, 2014, the Parties entered into Amendment No. 7 to the Master Agreement to extend the term of the Master Agreement through July 8, 2015 and to provide for funding during such extension.

On or about June 23, 2015, the Parties entered into Amendment No. 8 to the Master Agreement to extend the term of the Master Agreement through July 8, 2016 and to provide for funding during such extension.

On or about June 28, 2016, the Parties entered into Amendment No. 9 to the Master Agreement to extend the term of the Master Agreement through July 8, 2017 and to provide for funding during such extension.

On or about June 27, 2017, the Parties entered into Amendment No. 10 to the Master Agreement to extend the term of the Master Agreement through July 8, 2018 and to provide for funding during such extension.

On or about June 26, 2018, the Parties entered into Amendment No. 11 to the Master Agreement to extend the term of the Master Agreement through July 8, 2019 and to provide for funding during such extension.

On or about June 26, 2019, the Parties entered into Amendment No. 12 to the Master Agreement to extend the term of the Master Agreement through July 8, 2020 and to provide for funding during such extension.

On or about June 30, 2020, the Parties entered into Amendment No. 13 to the Master Agreement to extend the term of the Master Agreement through July 8, 2021 and to provide for funding during such extension.

On or about June 29, 2021, the Parties entered into Amendment No. 14 to the Master Agreement to extend the term of the Master Agreement through July 8, 2022 and to provide for funding during such extension.

On or about July 19, 2022, the Parties entered into Amendment No. 15 to the Master Agreement to extend the term of the Master Agreement through July 8, 2023 and to provide for funding during such extension.

On or about July 18, 2023, the Parties entered into Amendment No. 16 to the Master Agreement to extend the term of the Master Agreement through July 8, 2024 and to provide for funding during such extension.

The parties now desire to amend the Master Agreement for the seventeenth time (“Seventeenth Amendment”) to extend the term of the Master Agreement through July 8, 2025 and to provide for funding during such extension to provide public transportation services, including but not limited to fixed route bus services.

For and in consideration of the mutual covenants, agreements and benefits to the Parties herein named, it is agreed as follows:

*Terms*

I.

Section 2.4 of the Master Agreement, reading:

2.4 The City of Baytown will provide all required Local Operating Funds for the cost of the service during the term of this Agreement, up to a maximum of \$2,155,791.06. Baytown shall send \$75,000.00 to the County for use in paying its obligations to provide Local Operating Funds within 15 days of the effective date of this agreement. Baytown shall send an additional \$75,000.00 to the County for use in paying its obligations to provide Local Operating Funds on or before July 15, 2009. Baytown shall send an additional \$23,000.00 to the County for use in paying its obligations to provide Local Operating Funds on or before October 15, 2009. Baytown shall send an additional \$95,371.06 to the County for use in paying its obligations to provide Local Operating Funds on or before July 15, 2010. Baytown shall send an additional \$123,140 to the County for use in paying its obligations to provide Local Operating Funds on or before July 15, 2011. Baytown shall send an additional \$210,436.00 to the County for use in paying its obligations to provide Local Operating Funds on or before July 15, 2012. Baytown shall send an additional \$210,436.00 to the County for use in paying its obligations to provide Local Operating Funds on or before July 15, 2013. Baytown shall send an additional \$226,555.00 to the County for use in paying its obligations to provide Local Operating Funds on or before July 15, 2014. Baytown shall send an additional \$208,951.00 to the County for use in paying its obligations to provide Local Operating Funds on or before July 15, 2015. Baytown shall send an additional \$208,951.00 to the County for use in paying its obligations to provide Local Operating Funds on or before July 15, 2016. Baytown shall send an additional \$208,951.00 to the County for use in paying its obligations to provide Local Operating Funds on or before July 15, 2017. Baytown shall send an additional \$240,000.00 to the County for use in paying its obligations to provide Local Operating Funds on or before July 15, 2018. Baytown shall send an additional \$250,000.00 to the County for use in paying its obligations to provide Local Operating Funds on or before July 15, 2019. Baytown shall send an additional \$250,000.00 to the County for use in paying its obligations to provide Local Operating Funds on or before July 15, 2020. Baytown shall send an additional \$250,000.00 to the County for use in paying its obligations to provide Local Operating Funds on or before July 15, 2021. Baytown shall send an additional \$280,000.00 to the County for use in paying its obligations to provide Local Operating Funds on or before July 15, 2022. Baytown shall send an additional \$370,000.00 for use in paying its obligations to provide Local Operating Funds on or before July 15, 2023. The funds will be maintained in a special reserve account.

Beginning on July 15, 2010, Baytown shall provide trash pick-up at the bus shelters serving the routes under this Agreement. Baytown shall be responsible for emptying trash cans and cleaning the area around each shelter at least once per week through use of one or more employees. During each one year period, beginning July 15, 2010, Harris County will reimburse Baytown, in accordance with this paragraph, up to \$15,666.00, to the extent such funds are available for use from Grant funds and from funds received from Baytown and or others as contributions towards Local Operation Funds. Within thirty (30) days of receipt of a detailed statement and supporting documentation as required herein, the County shall reimburse Baytown the Reimbursable Cost, as defined below, for such services, subject to the above limitation. At the close of each month in which services are provided, but not later than the fifth (5<sup>th</sup>) working day following such month, Baytown shall provide Harris County with a detailed statement in a form reasonably acceptable to the Harris County Auditor of the Reimbursable Cost incurred in providing such services during the previous month, including supporting documentation, which documentation may include, but not limited to invoices, and detailed payroll records. The detailed statement shall be certified in writing to be true and correct. "Reimbursable Cost," as used in this paragraph, means salaries and wages paid for time actually worked and employer contributions for F.I.C.A. and Workers Compensation, and shall not include sick leave, vacations, holidays, retirement, or other insurance or employee benefits, similar or dissimilar.

is amended to read:

2.4 Baytown will provide all required Local Operating Funds for the cost of the service during the term of this Agreement, up to a maximum of \$2,405,791.06. Baytown shall send \$75,000.00 to the County for use in paying its obligations to provide Local Operating Funds within 15 days of the effective date of this agreement. Baytown shall send an additional \$75,000.00 to the County for use in paying its obligations to provide Local Operating Funds on or before July 15, 2009. Baytown shall send an additional \$23,000.00 to the County for use in paying its obligations to provide Local Operating Funds on or before October 15, 2009. Baytown shall send an additional \$95,371.06 to the County for use in paying its obligations to provide Local Operating Funds on or before July 15, 2010. Baytown shall send an additional \$123,140 to the County for use in paying its obligations to provide Local Operating Funds on or before July 15, 2011. Baytown shall send an additional \$210,436.00 to the County for use in paying its obligations to provide Local Operating Funds on or before July 15, 2012. Baytown shall send an additional \$210,436.00 to the County for use in paying its obligations to provide Local Operating Funds on or before July 15, 2013. Baytown shall send an additional \$226,555.00 to the County for use in paying its obligations to provide Local Operating Funds on or before July 15, 2014. Baytown shall send an additional \$208,951.00 to the County for use in paying its obligations to provide Local Operating Funds on or before July 15, 2015. Baytown shall send an additional \$208,951.00 to the County for use in paying its obligations to provide Local Operating Funds on or before July 15, 2016. Baytown shall send an additional

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Beginning on July 15, 2010, Baytown shall provide trash pick-up at the bus shelters serving the routes under this Agreement. Baytown shall be responsible for emptying trash cans and cleaning the area around each shelter at least once per week through use of one or more employees. During each one year period, beginning July 15, 2010, Harris County will reimburse Baytown, in accordance with this paragraph, up to \$15,666.00, to the extent such funds are available for use from Grant funds and from funds received from Baytown and or others as contributions towards Local Operation Funds. Within thirty (30) days of receipt of a detailed statement and supporting documentation as required herein, the County shall reimburse Baytown the Reimbursable Cost, as defined below, for such services, subject to the above limitation. At the close of each month in which services are provided, but not later than the fifth (5<sup>th</sup>) working day following such month, Baytown shall provide Harris County with a detailed statement in a form reasonably acceptable to the Harris County Auditor of the Reimbursable Cost incurred in providing such services during the previous month, including supporting documentation, which documentation may include, but not limited to invoices, and detailed payroll records. The detailed statement shall be certified in writing to be true and correct. "Reimbursable Cost," as used in this paragraph, means salaries and wages paid for time actually worked and employer contributions for F.I.C.A. and Workers Compensation, and shall not include sick leave, vacations, holidays, retirement, or other insurance or employee benefits, similar or dissimilar.

## II.

Article 6 of the Master Agreement, reading:

Unless terminated sooner as set forth above, the term of this Agreement shall begin on July 8, 2008 and terminate at the end of the day on July 8, 2024. Any funds

provided by the City remaining at the expiration of this Agreement shall be refunded to the City within thirty (30) days of such expiration.

is amended to read:

Unless terminated sooner as set forth above, the term of this Agreement shall begin on July 8, 2008 and terminate at the end of the day on July 8, 2025. Any funds provided by Baytown remaining at the expiration of this Agreement shall be refunded to Baytown within thirty (30) days of such expiration.

### III.

All other terms and provisions of the Master Agreement shall remain in full force and effect as originally written.

### IV.

It is expressly understood and agreed that the Master Agreement is incorporated herein by reference. In the event of any conflict between the terms and provisions of this Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Master Agreement, or the terms and provisions of any part or portion of the previous amendments, this Fifteenth Amendment shall control.

### V.

Execution, Multiple Counterparts: This Amendment may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute the Amendment.

IN TESTIMONY OF WHICH, this Amendment, in duplicate originals, each having equal force, has been executed on behalf of the parties hereto as follows:

a. It has on \_\_\_\_\_, been executed on behalf of the County by County Judge, Lina Hidalgo pursuant to order of the County Commissioners Court authorizing such execution.

b. It has on \_\_\_\_\_, been executed on behalf of the City of Baytown by \_\_\_\_\_, and attested by its Secretary, pursuant to \_\_\_\_\_ authorizing such execution.

HARRIS COUNTY

By: \_\_\_\_\_  
LINA HIDALGO  
COUNTY JUDGE

APPROVED AS TO FORM:  
CHRISTIAN D. MENEFE, E,  
Harris County Attorney

By: \_\_\_\_\_  
Assistant County Attorney  
Cherelle Sims  
CA File No. 24GEN1597

ATTEST

CITY OF BAYTOWN

\_\_\_\_\_  
Name: \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ORDER OF COMMISSIONERS COURT  
Authorizing Amendment to Agreement

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on \_\_\_\_\_, with all members present except \_\_\_\_\_.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AMENDMENT NO. 17 TO  
INTERLOCAL AGREEMENT FOR PUBLIC TRANSPORTATION SERVICES  
IN CITY OF BAYTOWN**

Commissioner \_\_\_\_\_ introduced an order and moved that Commissioners Court adopt the order. Commissioner \_\_\_\_\_ 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 Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input 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 adopted follows:

IT IS ORDERED that County Judge is hereby authorized to execute for and on behalf of Harris County, Amendment No. 17 to the Master Agreement with the City of Baytown for the purpose of extending the term of the Master Agreement through July 8, 2025 and to provide for funding during such extension. The Amendment is incorporated herein by reference as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.