

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR TOLLING SERVICES
BETWEEN METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY
(METRO) AND HARRIS COUNTY**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This First Amendment to the Tolling Services Agreement (“Agreement”) is made and entered into by and between the **Metropolitan Transit Authority of Harris County, Texas**, a metropolitan rapid transit authority organized under the laws of the State of Texas (“METRO”) and **Harris County**, a body corporate and politic under the laws of the State of Texas (“the County”).

RECITALS:

On December 19, 2017, the County entered into an Agreement with METRO pursuant to which Harris County provides tolling services on all segments of the METRO EXPRESS (HOV/HOT) Lane Systems that are open to the traveling public in Harris County, Texas; and

The County and METRO desire to amend the Contract to allow the Harris County Attorney’s office to provide toll violation collection services on behalf of METRO.

NOW, THEREFORE, the County and METRO in consideration of the mutual covenants, agreements, and benefits to both parties, it is agreed as follows:

1. That Section 3(b) of the Agreement is hereby amended to read as follows:

b. Harris County will provide all toll violation collection services including, but not limited to, preparing the Toll Violation Invoice and sending the notice to the violator. The violator will be instructed to send payment of uncollected tolls directly to Harris County. In the event the violator does not pay the uncollected toll during the specified period, Harris County will refer the account to the Harris County Attorney’s Office for enforcement and collection efforts.

2. That Section 6(b) of the Agreement is hereby amended to read as follows:

b. Harris County will receive and retain 100% of the Administrative Fees, Collection Fees, and Fines for services related to Toll Violations. This allocation of Administrative and Collection Fees may be adjusted from time to time based on a review of the parties’ actual costs of collection. The amount of the Administrative and Collection Fees charged also may be adjusted periodically to reflect the costs of collection.

IT IS AGREED that except as set forth herein, all other terms and provisions of said Contract shall remain in full force and effect as originally written.

IT IS FURTHER AGREED that the County executes this First Amendment by and through the County Judge acting pursuant to Order of Commissioners Court of Harris County, Texas, so authorizing. This First Amendment shall not become effective until executed by all parties hereto.

APPROVED AS TO FORM:

HARRIS COUNTY, TEXAS

CHRISTIAN D. MENEFEE
Harris County Attorney

By: _____
Assistant County Attorney

By: _____
Lina Hidalgo
County Judge

Date signed: _____

METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY

By: _____
Thomas Lambert
President and CEO

Executed for and on behalf of the Metropolitan
Transit Authority pursuant to Resolution
No. _____, the Board of Directors passed
on the _____ day of _____, 2021 and on
file in the office of the Assistant Secretary of METRO.

ATTEST:

Assistant Secretary

Cydonii Fairfax
General Counsel

Arthur C. Smiley, III
Chief Financial Officer

ORDER OF COMMISSIONERS COURT
(Authorizing First Amendment to Agreement with METRO for Tolling Services)

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 THE COUNTY JUDGE TO EXECUTE
A FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR TOLLING SERVICES
BETWEEN METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY
(METRO) AND HARRIS COUNTY

Commissioner _____ introduced an order and made a motion that the same be adopted. 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. R. Jack Cagle	<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 adopted order follows:

On or about December 19, 2017, the County entered into an Agreement with METRO pursuant to which Harris County provides tolling service on all segments of the METRO EXPRESS (HOV/HOT) Lane Systems that are open to the traveling public in Harris County, Texas; and

The County and METRO desire to amend the Contract to allow the Harris County Attorney's office to provide toll violation collection services.

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

- 1: The recitals set forth in this Order are true and correct;
- 2: The Harris County Judge or his designee is authorized to execute a First Amendment to the Agreement. The Agreement is incorporated herein by reference and made a part of this Order for all purposes as if set forth in full herein word for word; and
- 3: All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.