

FIRST AMENDMENT TO  
INTERLOCAL AGREEMENT  
BETWEEN THE NORTH TEXAS TOLLWAY AUTHORITY  
AND THE DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD REGARDING  
PARKING CLEARINGHOUSE SERVICES

THIS FIRST AMENDMENT is entered into to be effective as of the 28<sup>th</sup> day of July, 2004, by and between the NORTH TEXAS TOLLWAY AUTHORITY (the "NTTA"), a regional tollway authority and a political subdivision of the State of Texas, and the DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD (the "Board"), a public governmental agency of the Cities of Dallas and Fort Worth, created by Contract and Agreement dated April 15, 1968, pursuant to statutory authority under the Laws of the State of Texas.

WHEREAS, the Board at its meeting on September 4, 2003, approved Board Resolution No. 2003-09-308 authorizing the Board to enter into an Interlocal Agreement (Board Contract No. 7003533) (hereinafter "**Agreement**") with the NTTA in order to utilize the NTTA's electronic fee collection system and related clearinghouse functions to support DFW parking revenue collection, which Agreement was effective as of September 4, 2003;

WHEREAS, the Airport Parking System ("APS") to be designed, installed and implemented at the Dallas/Fort Worth International Airport ("DFW") pursuant to Board Contract No. 7003295 has been delayed and the continued use of the TransCore PassKey system has resulted in problems with Un-Collected Funds and has prompted the Board and the NTTA to consider and implement an improved solution (hereinafter "**Enhanced Interim Solution**"); and

WHEREAS, the Enhanced Interim Solution includes the replacement of certain PassKey equipment with NTTA equipment (hereinafter individually and collectively referred to as "**Equipment**") as listed on **Exhibit A** attached hereto and made a part hereof by this reference,

the installation of said Equipment by the NTTA and the maintenance of said Equipment by the NTTA; and

WHEREAS, the Board approved Board Resolution No. 2004-10-358 on October 7, 2004, authorizing amendment of the Agreement in order to ratify payment for equipment installation by NTTA as part of the "Enhanced Interim Solution" and to pay NTTA for related equipment maintenance services through September 30, 2005, for a total amount of not to exceed \$215,000.00;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually covenant and agree as follows:

I. The Agreement is amended to add a new article, **Article 6 – EQUIPMENT AND RELATED MAINTENANCE SERVICES**, to include the following new provisions:

**6.1 Scope of NTTA Equipment Installation and Related Maintenance Services.** The NTTA shall implement or has implemented the Enhanced Interim Solution by providing and installing at mutually acceptable locations at DFW the Equipment as listed on **Exhibit A** attached hereto. The NTTA shall maintain the Equipment in accordance with the Statement of Work – Equipment Maintenance, as set forth in **Exhibit B** attached hereto and made a part hereof by this reference.

**6.2 Payment Obligations and Procedures.** (a) The Board shall pay to the NTTA a total amount not to exceed \$215,000.00, as follows: (1) \$75,000 for installation of the Equipment, the full amount of which has been paid to NTTA as of the date of execution hereof; and (2) \$10,000 per month through the month of September 2005, with \$20,000 having been paid to NTTA for the months of August and September 2004, and subsequent

amounts payable on the fifteenth (15<sup>th</sup>) day of each month, beginning October 15, 2004, in the amount of \$120,000 which is owing and due as of the date of execution hereof, for all costs, expenses and obligations in connection with the use of the Equipment and maintenance, servicing and repair of the Equipment by the NTTA pursuant to this Agreement. (b) NTTA shall forward to the Board by the first of each month an invoice identifying the Board Contract number and the applicable billing period. The invoice shall be addressed to DFW Board, Procurement & Materials Management, P. O. Box 619428, DFW Airport, Texas 75261. (c) The Board and NTTA will evaluate the number and type of required service calls on a quarterly basis to determine if a reduction in the monthly rate is warranted. Any agreed change to the monthly rate for this reason shall be made in accordance with the criteria set forth in **Exhibit B** hereto.

**6.3     Possession, Use and Maintenance of the Equipment.** The Equipment shall be kept by the Board: (1) subject to inspection by the NTTA at reasonable times; (2) at DFW, and shall not be relocated; and (3) free of all security interests, liens, encumbrances and other claims of any kind whatsoever. The Board shall not permit the Equipment to be installed in, or used, stored or maintained with, any personal property in such manner or under such circumstances that any Equipment might be or become an accession to or confused with such other personal property. The Board shall not permit the Equipment to be installed in or used, stored or maintained with, any real property in such a manner or under such circumstances that any person might acquire any rights in the Equipment paramount to the rights of the NTTA by reason of the Equipment being deemed to be real property or a fixture thereon.

**6.4     Risk of Loss.** (a) The Board assumes and shall bear the entire risk of partial or complete loss, theft, damage not covered under this Amendment, or destruction, or other interruption or termination of use of the Equipment, except such as result from the acts or

omissions of NTTA, whether or not insured against, from the date of installation of the Equipment at DFW until the Equipment is returned to NTTA's control in accordance with Section 6.5 below. (b) In the event the Equipment is physically damaged while in use at DFW, the Board shall promptly notify the NTTA of such damage and, to the extent such damage is not the result of any act or omission of NTTA, unless the NTTA shall determine that Section 6.4(c) hereof is applicable to such damage, the Board, at the Board's expense, shall promptly cause the Equipment to be repaired as nearly as practicable to the condition as delivered. (c) In the event the Equipment shall be lost, stolen, destroyed, damaged beyond repair or permanently rendered unfit for use, and to the extent such loss or damage is not the result of any act or omission of NTTA, the Board shall promptly notify the NTTA and at the option of the NTTA, subject to Board approval and to the extent permitted by law, either: (i) obtain replacement equipment of like model and features, having utility and remaining useful life at least equal to that of the Equipment and, in which case, the Board shall convey to the NTTA good and clear title for all such replacement equipment free of all liens, claims or encumbrances; or (ii) pay to the NTTA, the replacement value of the Equipment less depreciation for use. (d) The provisions of this Section 6.4 shall survive any termination of this Agreement.

**6.5     Return of Equipment.** Upon the installation and implementation of the APS or at such time as the parties mutually agree that a specific item of Equipment is no longer needed at DFW, the Board shall surrender the Equipment to the NTTA's control, in the same condition as received, reasonable wear and tear excepted. Unless otherwise agreed in writing by the parties, NTTA shall be responsible for de-installation and removal of all Equipment from its installation site(s) at DFW and shall comply with Board rules, regulations, policies and procedures, including safety requirements, when performing any work at DFW.

6.6 ASSIGNMENT AND TITLE. THE BOARD SHALL NOT, WITHOUT THE PRIOR WRITTEN CONSENT OF THE NTTA, (i) PLEDGE, OR IN ANY OTHER WAY TRANSFER THE EQUIPMENT OR ANY PART THEREOF, OR ANY INTEREST THEREIN, OR (ii) PERMIT THE EQUIPMENT OR ANY PART THEREOF TO BE USED BY ANYONE OTHER THAN THE BOARD OR THE BOARD'S EMPLOYEES WITHOUT PERMISSION OF NTTA. THE BOARD DOES NOT ACQUIRE HEREBY ANY RIGHT, TITLE OR INTEREST IN OR TO THE EQUIPMENT EXCEPT THE RIGHT TO USE THE SAME UNDER THE TERMS HEREOF AND TO HAVE OWNERSHIP OF ANY DAMAGED EQUIPMENT THAT HAS BEEN REPLACED BY THE BOARD PURSUANT TO SECTION 6.4 ABOVE.

II. Article 5, "MISCELLANEOUS PROVISIONS," of the Agreement is amended to add the following new provisions:

5.28 Fiscal Year Funding. The Board's fiscal year begins October 1 and ends the following September 30th. The Board and the Cities of Dallas and Fort Worth approve budget funds on an annual basis. In the event the Board/Cities should fail to fund the Agreement for any fiscal year during the contract term, the Agreement shall automatically terminate on the last day of the fiscal year for which funding has been approved. NTTA will be given no less than sixty (60) days written notice of any such non-approval of contract funding. Termination under this clause shall be without penalty to the Board.

5.29 Changes in Scope of Work. The Board and NTTA may make changes in the scope of the Work as deemed necessary or desirable, subject to any required approvals by either party's Board of Directors. NTTA shall perform the Work as altered, whether increased or decreased, for a new contract price equitably adjusted to reflect the changes. No allowance will be made for anticipated profits where the scope of the Work has been

diminished. Payment will be made only for actual quantities of Work performed. The Board reserves the right to suspend Work at its option.

**5.30 Default and Remedies.** The NTTA shall be considered in default of this Agreement, and such default shall be grounds for Board to terminate this Agreement in accordance herewith and/or to pursue any and all relief, at law or in equity, to which it may be entitled by reason of such default if NTTA fails to perform any of its obligations under this Agreement and fails to correct such non-performance within thirty (30) days of written notice from the Board to do so.

**5.31 Tax-Exempt Status.** The Dallas/Fort Worth International Airport Board is a local governmental agency and exempt from all city, state, and federal sales and use taxes. A copy of the Board's tax-exempt certificate will be furnished to NTTA upon request.

**5.32 Survival.** Notwithstanding the expiration or termination of this Agreement or any renewal period hereof, it is acknowledged and agreed that those rights and obligations which by their nature or context are intended to survive such expiration or earlier termination shall so survive.

III. Except as expressly amended by this First Amendment, the Agreement shall remain in full force and effect as originally written. Except for this First Amendment, there have been no amendments or modifications, whether express or implied of any kind to the Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Airport Board and the NTTA have executed this Amendment on the dates shown below, to be effective on the date listed above.

DALLAS/FORT WORTH INTERNATIONAL  
AIRPORT BOARD

ATTEST:

Donna J. Schnell  
Secretary

By: [Signature]  
for Jeffrey P. Fegan, Chief Executive Officer  
Date: 7/25/2006

APPROVED AS TO FORM:

Legal Counsel to the Airport Board

By: [Signature]  
Name: Donna M. Atwood

NORTH TEXAS TOLLWAY AUTHORITY

ATTEST:

Ruby Franklin  
Ruby Franklin, Secretary

By: [Signature]  
Allen Rutter, Executive Director

APPROVED AS TO FORM:

Date: 7-28-06

LOCKE LIDDELL & SAPP LLP,  
General Counsel to the NTTA

By: [Signature]  
Frank E. Stevenson, II

**EXHIBIT A**  
**EQUIPMENT**

QUANTITY	MANUFACTURER	MANUFACTURE PART NO.	DESCRIPTION
13	Amtech	A1 1200	Reader
13	Amtech	AR 2200	RF Module
12	Amtech	AA 3152	Universal Toll Antenna
14	Custom		Canopy Antenna Brackets
14	Belden/Andrew		AVI Cables and Connectors
26	Opto 22	IDC5	G1 Input Module
13	Opto 22	ODC5	G1 Output module
26	Opto 22	G4ODC5	G4 Output Module
12	Inmet	2N-03	Attenuator
12	Inmet	2N-06	Attenuator
12	IEE	A1335-L330-0698	Operator Display
12	B & B Electronics	422LPCOR	RS 422 Converter
12	B & B Electronics	422PS2	RS 422 Converter Power Supply
12	Custom	H2D01D03DETC003-R2	Adapter Cable for 422 Converter
1	Cisco	1750	Router SN # jmx0616h06c
1	Cisco	2950-48	Switch SN # fhk0703x0q9
1	Cisco	2950-48	Switch SN # fhk0703x0qd



QUANTITY	MANUFACTURER	MANUFACTURE PART NO.	DESCRIPTION
1	Cisco	2950-48	Switch SN # fhk0703x0qe
1	Cisco	2950-48	Switch SN # fhk0634y14a
1	Cisco	3548XL	Switch SN # fab0526m28u
1	Cisco	3548XL	Switch SN # fhk0620x1rp
8	Cisco	LX GBIC	Long Haul Gigabit Interface Connector

## EXHIBIT B

### STATEMENT OF WORK - EQUIPMENT MAINTENANCE

- NTTA's responsibilities for equipment maintenance support services ("Maintenance Services") for the Board's electronic toll collection services, the Enhanced Interim Solution, shall include preventive, predictive and corrective maintenance of the Equipment identified in Exhibit A to the First Amendment ("the Amendment") to the Interlocal Agreement between the Board and NTTA (Board Contract No. 7003533), to which this Exhibit B is attached and incorporated. Preventive and corrective maintenance shall be planned, scheduled and executed independently of one another.

Responsibility for Maintenance Services: Maintenance of the Enhanced Interim Solution described in and authorized by the Amendment shall be the total responsibility of NTTA, even if one or more parts are supplied by subcontractors or any other party. NTTA shall provide the single point of contact with the Board and shall be solely responsible for servicing the Enhanced Interim Solution in accordance with the requirements of the Amendment, notwithstanding the terms and conditions of any maintenance agreements entered into between NTTA and any other party. NTTA may subcontract the Enhanced Interim Solution maintenance; however, NTTA shall be and remain responsible for providing timely and responsive Maintenance Services. Repair and replacement, or response times, as provided below, shall not be lengthened due to the use of subcontractors or other third parties. Maintenance Services shall be performed in a thorough and workmanlike manner and in a manner consistent with the standards and scope of maintenance and performance applicable

under this Exhibit B to the Amendment. NTTA shall cooperate with and share necessary reports and other Enhanced Interim Solution information with other Board contractors who may have a need to know same in the performance of their duties for the Board, such duties to include without limitation maintenance of the Computerized Parking Control System (CPCS), and upon becoming operational, the Automated Parking System (APS). NTTA shall perform or provide all changes, modifications, upgrades, and enhancements to the Enhanced Interim Solution equipment in such a manner that the Enhanced Interim Solution shall experience no degradation in operating capability or functionality resulting from such changes, modifications, upgrades, and enhancements. If any degradation is identified, NTTA shall promptly and fully restore the Enhanced Interim Solution to its previous operational and functional level. All Enhanced Interim Solution Maintenance Services and related activities must be planned and executed in a manner that does not disrupt the flow of data from the Board's electronic toll collection system to the CPCS host computer, or the APS upon becoming operational. NTTA shall exercise due caution when taking any action which may affect the integrity of the Board's data. NTTA shall be responsible for the cost of restoration of any data damaged, destroyed, or deleted by NTTA or NTTA's agents; however, NTTA's liability shall be limited to restoration of the Enhanced Interim Solution data to the point of the most recent backup. All data and other information retrieved or monitored by NTTA or any subcontractors from the Board's operations shall be used only for the purposes of enabling NTTA to fulfill its obligations under the Amendment and shall not be distributed or released to any third party, except as required by law.

**Maintenance Locations, Methods, and Timing:** All Maintenance Services and repair activities to be undertaken by or on behalf of NTTA pursuant to the Amendment shall be performed in

a manner that complies with the Board's safety and security requirements and neither interferes with the safe and efficient operation or maintenance of the Board's parking or other operations, including CPCS and APS upon becoming operational, nor compromises the safety of the traveling public and Board and NTTA employees. The scheduling and timing of all Maintenance Services or other Work to be performed pursuant to the Amendment, including without limitation any such services or work at or near the parking plazas or along any roadway on the Airport, shall be coordinated with and approved in advance by the Board at its reasonable discretion. The Board shall provide a suitable environment for the Enhanced Interim Solution and shall grant NTTA full and free access to all systems and components of the Enhanced Interim Solution to perform required Maintenance Services, subject to the provisions of this paragraph.

**Responsibility for Corrections and Repairs:** NTTA promptly shall correct, repair, or otherwise remedy any difficulties with the installation or operation of the Enhanced Interim Solution Equipment, or ancillary equipment and/or materials which may arise as a result of defects in design, materials, equipment fabrication and assembly, installation and operation, so that all systems and components of the Enhanced Interim Solution perform, both individually and in concert with other systems and components, all of the functions required by Enhanced Interim Solution in the manner and to the standards identified by the Board. Consistent with the provisions of the preceding sentence, said corrective work shall include the provision of all parts and labor, readjustment, and replacement, not only of any defective parts, but also of other parts damaged by such defective parts, excluding only those damaged by the accidental, willful, or negligent acts of the Board, its agents and employees.

**Permits and Compliance with Regulations:** NTTA shall, without additional expense to the Board, coordinate with the Board's designated representative to obtain any necessary licenses and permits, and shall comply with any federal, state, county, and municipal laws, codes, and regulations applicable to the performance of maintenance services defined herein, including any laws or regulations requiring the use of licensed contractors to perform parts of the Work.

**Preventive Maintenance:** NTTA shall periodically inspect all of the Equipment, and make such repairs, adjustments, and replacements of components as may be necessary to maintain the Equipment in proper operating condition. Preventive Maintenance will be performed by maintenance technicians during normal working hours, i.e., 8:00 a.m. to 5:00 p.m., Central Time, Monday through Friday, excluding Saturdays, Sundays and holidays observed by the Board. Preventive maintenance requiring toll lane closure shall be scheduled for off-peak travel periods, so that the work will not interfere with normal traffic flow, unless otherwise authorized by the Board.

A recommended Preventive Maintenance schedule and related test procedures for every key component of the equipment listed in Exhibit A to the Amendment shall be submitted by NTTA for the Board's approval. Except as modified by the Board from time to time during the Term of the Maintenance Period specified in the Amendment, NTTA shall comply with its recommended Preventive Maintenance schedule and related test procedures. Diagnostic aids, instruments and equipment to perform Preventive Maintenance equipment analysis shall be provided and utilized by NTTA. Without limiting the foregoing, NTTA shall, in accordance with its standard practice, inspect the Board's toll collection equipment, including, but not limited to, the Equipment listed in Exhibit A to the Amendment, and make such repairs, adjustments, and replacements of components as may be necessary to maintain the

Equipment in normal operating condition. NTTA shall notify the Board's Vice President of Information Technology, or his designated representative, immediately if its inspection indicates a condition that should be addressed but which NTTA believes is not within the scope of this Agreement.

NTTA's Preventive Maintenance responsibilities shall include, but not be limited to:

1) Fiber Optic Maintenance

- a) All equipment cabinets and components therein,
- b) Air conditioning and fan units related to equipment listed on Exhibit A to the Amendment.
- c) Upon Board request, NTTA shall cooperate with and assist the Board Staff with maintenance of fiber optic wiring.

2) Electric Maintenance

- a) NTTA shall be responsible for all electrical wiring from the point of original attachment to the equipment listed on Exhibit A to the Amendment, and extending through the North and/or South underground utility tunnel(s) and the NTTA environmental enclosures therein to the NTTA electrical termination box located in the tunnel(s). Electrical maintenance shall also include maintenance of the NTTA Uninterruptible Power Supply (UPS) units.

3) Enhanced Interim Solution Equipment

- a) NTTA shall maintain all equipment listed in Exhibit A to the Amendment, and all additions to and replacements thereof.

The Preventive Maintenance Schedule developed and submitted by NTTA shall include maintenance to be performed in two (2) distinct phases:

1) Preventive Maintenance – This includes inspecting, cleaning, testing, adjusting, and replacement of bad or worn parts, as required. Maintenance shall be scheduled and performed to have the least possible disruption to the Board's parking operations.

2) Unscheduled Maintenance – On-demand maintenance that attempts to prevent future service-affecting failures. A possible problem can be reported by the System, the Board's personnel, or can be observed by NTTA's employees in the course of daily activities. This item is then scheduled for corrective action at the earliest possible time.

NTTA shall maintain an ongoing log of all Preventive and Unscheduled Maintenance performed, identifying at a minimum the item of equipment or material for which maintenance is performed including name, model number, location, date and type of maintenance performed. A copy of the Maintenance Log shall be provided the Board monthly and the designated NTTA representative shall be available to review it at a specified time acceptable to both parties.

The Preventive Maintenance program shall be vigorously adhered to during the Term of the Amendment. NTTA shall update the schedule and plan performance of the Weekly Preventive Maintenance program, as required, which the Board shall review to determine its compliance with the Amendment. Once approved, the Board may, based on actual operational experience, later request appropriate revisions to the Preventive Maintenance program to ensure all equipment listed on Exhibit A to the Amendment continues to operate and function properly, and NTTA shall accommodate the Board's request and devise and adhere to a Preventive Maintenance schedule that ensures such proper operations and functionality.

Without limiting NTTA's other Preventive Maintenance obligations, if the Equipment has been altered or repaired by others in any way that, in the reasonable opinion of NTTA, affects

reliability or detracts from the performance thereof, or if the Equipment has been subjected to misuse through negligence or otherwise, NTTA shall submit to the Board a description of the work recommended to be done and request the Board's consent to restore the Equipment to normal operating condition. If the Board agrees with NTTA, a change order shall be authorized by the Board approving NTTA to proceed with the work, upon agreement in the scope and price of the work to be accomplished. If the Board does not agree to have NTTA restore the equipment to normal operating condition, this shall not affect NTTA's maintenance obligations under the Amendment, except that NTTA shall have no liability for the failure of Equipment identified by NTTA to perform satisfactorily, so long as NTTA shall have properly maintained such Equipment to the greatest degree reasonably feasible in light of such alterations or misuse.

**Periods of Coverage; Response and Repair Times:** NTTA shall provide all Maintenance Services necessary to support the Enhanced Interim Solution for the Board's electronic toll collection system, twenty-four (24) hours a day, seven (7) days per week, three-hundred sixty-five (365) days per year. NTTA shall at a minimum provide one (1) maintenance technician on-site Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., or such other normal 40-hour work week as mutually agreed by the parties to perform the Preventive Maintenance specified above and respond to service calls.

**Response and Repair Times:** NTTA shall at all times adhere to the following response and repair times for Maintenance services or support.

- Response to the initial request for services shall be no later than thirty (30) minutes after receipt of the request.



- All reported problems shall be repaired or resolved to the satisfaction of the Board within four (4) hours from receipt of the initial request. Repair time is defined as the period beginning upon receipt of the initial notification of request for service and ending when the malfunction is corrected and all affected System components are functioning properly. If the repair time requires more than four hours, NTTA shall provide the Board a written explanation and estimate of the total repair time prior to proceeding with the work.

- Response and repair times for every maintenance event shall be recorded in the Maintenance Log and made available to the Board monthly. The response and repair time requirements of this paragraph shall apply to NTTA directly, as well as to NTTA's suppliers and all tiers of its subcontractors, irrespective of any response/repair times or other terms and conditions contained in any third party maintenance or warranty service agreements.

Replacement with spare components will satisfy the repair times. Lack of available spare components or parts shall not excuse NTTA from meeting the specified repair time. Corrective Maintenance shall be performed in such a manner as to permit NTTA and the Board to review the status of all System failures at regularly scheduled meetings conducted at intervals set by the Board.

The Board, at its discretion, may permit its personnel to assist NTTA in the restoration of an inoperative toll collection lane by replacement of defective equipment components from available plug-in type spare components. The Board shall have no obligation to replace any defective components; replacement of defective components is the contractual obligation of NTTA.

Any features installed in the Equipment by NTTA shall be automatically included as additional equipment to be maintained under the terms and conditions of the Amendment and this

Exhibit B thereto. If feature changes are made, NTTA shall update the manuals and wiring diagrams. Wiring performed by NTTA shall conform to the minimum standards of the National Electrical Code, Underwriter's Laboratories, and all local codes and regulations. NTTA shall modify Exhibit A to the Amendment any time that repair of equipment results in a change to the equipment being maintained, changes in quantities, Manufacturer, Manufacturer Part Number, or Description.

NTTA shall perform such other tasks as keeping the Equipment free of rust and clean.

**Replacement and Spare Parts:** NTTA shall be responsible for furnishing all replacement parts or Equipment required as a result of Maintenance Services. All replacement and spare parts shall meet the requirements of the manufacturer's specifications for the equipment listed in Exhibit A to the Amendment. Should NTTA wish to substitute parts or equipment of a type different from that originally installed in the Enhanced Interim Solution, NTTA shall submit a written request to the Board, accompanied by full and complete technical documentation. Board approval of the substitution of the part or equipment must be obtained before procurement is initiated. NTTA will be held fully responsible for the performance of the parts and equipment, whether or not the substitution has been approved. If substitution of parts or equipment is approved and made, NTTA shall promptly update the documentation to reflect such substitutions. NTTA shall guarantee the availability of all Enhanced Interim Solution equipment components and initial and substitute parts for the Enhanced Interim Solution for the Term the Amendment and thereafter.

**Logs:** NTTA shall track all preventive, predictive, corrective, and unscheduled maintenance services related to maintenance of the Enhanced Interim Solution as described in this Exhibit B

to the Amendment. Copies of logs shall be made available to the Board periodically for review and upon written request.

**Relationship with Board Personnel:** NTTA may assign the tasks of replacement of consumable items and other routine tasks (e.g. cleaning keyboards and Patron Fare Display glass) to the Board's personnel.

**Communications:** NTTA shall keep the Board informed as to the functional operation of the entire Enhanced Interim Solution. Such communications between NTTA and the Board will be accomplished through regularly scheduled and unscheduled meetings. NTTA shall notify the Board in advance of any maintenance that will require a lane closure. The Board shall meet with NTTA's designated representative periodically to ensure complete compliance with the Amendment and this Exhibit B thereto. The Board shall inspect the maintenance workshop, review and respond to all NTTA requests, and evaluate NTTA's performance of its obligation to ensure that the Equipment included in the Enhanced Interim Solution is maintained in accordance with this Exhibit B thereto. The Board shall notify NTTA in writing of any defects, dissatisfaction or suggestions discovered.

**Payment for Maintenance Services:** Payment for Maintenance Services shall be made in accordance with Section 2.3 of the Amendment. The Board and NTTA will evaluate the number and type of required service calls on a quarterly basis to determine if a reduction in the monthly rate is warranted. The following criteria shall be used to evaluate the percentage decrease in the number and type of service calls and associated reduction in the monthly maintenance services:

1. The percentage decrease in service calls shall be calculated as follows:

a. The total number of service calls during the first three months of the maintenance term shall serve as the "base," or denominator in calculating the percentage decrease. For purposes of this calculation a valid Service Call shall be defined as a call from the Board's designated representative or duty person responsible for contacting NTTA for repair service which is determined to be a valid requirement due to equipment or a component malfunction that results in a toll lane closure, potential loss of revenue, or a lane becoming otherwise inoperative, degradation of system performance, or degradation of a component that could lead to a system malfunction without corrective maintenance, including, adjustments, repair, or replacement of equipment or components thereof listed on Exhibit A to the Amendment.

b. The Quarterly percentage decrease shall be calculated by subtracting the total number of valid service calls in the current quarter from the Base number defined in 1.a, dividing the balance by the Base number, and multiplying by one hundred (100).

Example: Base quarter total number of valid service calls equals fifty (50); current quarter total number of valid service calls equals forty (40).

Calculation:  $50 - 40 = 10 / 50 = .20 \times 100 = 20\%$ .

The decrease in monthly maintenance fees for the next quarter shall be one percent (1%) reduction, or \$100.00,  $(.01 \times \$10,000.00 = \$100.00)$  in the monthly maintenance fee for each five percent (5%) decrease in the number of total service calls.

Example: Using the example calculation of percentage decrease in total number of quarterly service calls calculated in 1.b. the total monthly maintenance fee percentage decrease was 20%.

Calculation:  $20/5 = 4 \times 1\% = 4\%$  or \$400.00 reduction in total monthly maintenance fee for the next quarter, resulting in a revised monthly maintenance fee of \$9,600.00 for the next quarter, or the monthly maintenance fees for the upcoming three (3) months.

Total maximum allowable reduction in monthly maintenance fees shall not exceed \$2,000.00.

**Escalation:** NTTA shall provide the Board a copy of its internal escalation policy, listing appropriate staff and providing telephone numbers and email addresses. In the event the Equipment listed on Exhibit A to the Amendment is not maintained in accordance with the standards defined herein, or response and/or repair times are not adhered to and discussions with the NTTA's designated representative do not resolve the issues, the Board shall have the right to contact designated management staff of NTTA for resolution.