

DFW CONNECTOR PILOT PROGRAM AGREEMENT

This DFW CONNECTOR PILOT PROGRAM AGREEMENT (this “Agreement”) is entered into effective 9/27, 2017 by and between the **NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS**, a regional planning commission and political subdivision of the State of Texas (“NCTCOG”) and the **NORTH TEXAS TOLLWAY AUTHORITY**, a regional tollway authority and political subdivision of the State of Texas (“NTTA”).

WHEREAS, NTTA and the Texas Department of Transportation (“TxDOT”) have entered into a Tolling Services Agreement dated September 1, 2014 under which NTTA provides tolling services for the DFW Connector Project in Dallas and Tarrant Counties (the “DFW Connector”); and

WHEREAS, NCTCOG has been designated as the Metropolitan Planning Organization (“MPO”) for the Dallas-Fort Worth Metropolitan Area by the Governor of the State of Texas, and serves as the fiscal agent of the Regional Transportation Council (“RTC”), which is the transportation policy body of the MPO; and

WHEREAS, RTC and TxDOT desire to continue to conduct a pilot program (“Pilot Program”) on the DFW Connector to test different strategies to increase TollTag usage and to apply the results of such tests to the IH 35W managed lanes project to reduce TxDOT’s toll collection risk; and

WHEREAS, on August 11, 2016, the RTC approved the use of \$300,000 from the SH 121 Subaccount maintained by TxDOT to fund additional activities for the Pilot Program; and

WHEREAS, pursuant to Minute Order No. 114926, approved on April 27, 2017, the Texas Transportation Commission concurred with the use of \$300,000 from the SH 121 Subaccount to fund the Pilot Program; and

WHEREAS, pursuant to Resolution No. 2017-06-08-TR, approved on June 22, 2017, NCTCOG, as the RTC’s fiscal agent, authorized an agreement between NCTCOG and NTTA to carry out the additional activities of the Pilot Program as approved by the RTC; and

WHEREAS, pursuant to Resolution No. 17-106, approved on September 20, 2017 the NTTA Board authorized the execution of this Agreement.

NOW, THEREFORE, in consideration of these premises and of the mutual covenants and agreements of the parties hereto, NTTA and NCTCOG agree as follows:

ARTICLE I. AGREEMENT

1.01. Pilot Program. NTTA and NCTCOG agree to work cooperatively to implement and complete the Pilot Program in accordance with the work responsibilities set forth in Attachment A attached hereto and incorporated herein by reference.

1.02. Funding. The source of funds for the Pilot Program shall come from funds authorized in an agreement between NCTCOG and TxDOT for the conduct of the Pilot Program. NTTA shall not be required to use its own funds or incur any liabilities in the performance of any of its obligations under this Agreement unless such expenditure is subject to reimbursement and/or payment from NCTCOG consistent with the terms herein. Within thirty (30) days of receiving an invoice, NCTCOG shall reimburse eligible expenses incurred by NTTA under this Agreement, up to \$280,000.00.

**ARTICLE II.
MISCELLANEOUS**

2.01. Successors and Assigns. This Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties and their legal successors and permitted assigns, including without limitation any successor public agency to NTTA, or any successor agency to NCTCOG. No party shall assign its interest in this Agreement without the prior written consent of the other party to this Agreement, unless otherwise provided by law.

2.02. Entire Agreement; Written Amendments. This Agreement supersedes all prior agreements, written or oral, between NTTA and NCTCOG and shall constitute the entire agreement and understanding between the parties, in each case with respect to the subject matter of this Agreement. This Agreement and each of its provisions may not be modified, amended or altered except by a writing signed by NTTA and NCTCOG.

2.03. Notices. All notices (each, a “Notice”) required to be given hereunder must be in writing and must be sent by hand delivery; certified mail, return receipt requested; or reputable courier, addressed as follows:

(a) **If to NTTA by hand delivery
or courier:**

North Texas Tollway Authority
Attn: Senior Director of Procurement
5900 W. Plano Parkway, Suite 100
Plano, Texas 75093

Copy To: General Counsel
5900 W. Plano Parkway, Suite 100
Plano, Texas 75093

(b) **If to NCTCOG by hand delivery
or courier:**

North Central Texas Council of
Governments
Attention: Director of Transportation
616 Six Flags Drive
Centerpoint Two
Arlington, Texas 76011

If to NTTA by United States mail:

North Texas Tollway Authority
Attn: Senior Director of Procurement
P.O. Box 260729
Plano, Texas 75026

Copy To: General Counsel
P.O. Box 260729
Plano, Texas 75026

If to NCTCOG by United States mail:

North Central Texas Council of
Governments
Attn: Director of Transportation
P.O. Box 5888
Arlington, Texas 76005-5888

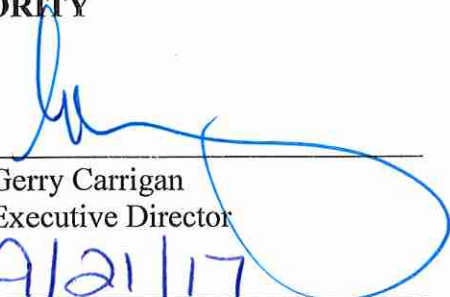
or to such other address as either Party may provide to the other in writing delivered as stated above. Notices transmitted in such manner will be deemed delivered upon the earliest of: (a) delivery at the applicable address, as indicated on a signed receipt (or if the recipient refuses to accept the Notice or the Notice cannot be delivered because of a change of address for which no proper Notice was given, at the time of the attempted delivery, as indicated in the records of the service that attempted to deliver the Notice), (b) three business days after the Notice was placed for delivery with the United States mail, or (c) one business day after the Notice was placed for same-day or overnight delivery with a reputable overnight air courier service, as applicable, with all fees paid and addressed as provided above.

2.04. Limitations. All covenants and obligations of NTTA and NCTCOG under this Agreement shall be deemed to be valid covenants and obligations of said entities, and no officer, director, or employee of NTTA or NCTCOG shall have any personal obligations or liability hereunder.

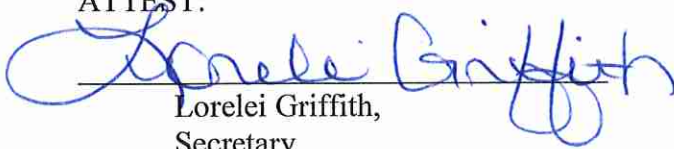
2.05. Authorization. Each party to this Agreement represents to the other parties that it is fully authorized to enter into this Agreement and to perform its obligations hereunder and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement in accordance with its terms, other than those that have been obtained, and that this Agreement is fully enforceable against such party in accordance with its terms.

IN WITNESS WHEREOF, NTTA and NCTCOG have executed this Agreement by multiple counterparts to be effective as of the date first mentioned above.

**NORTH TEXAS TOLLWAY
AUTHORITY**

By: 
Gerry Carrigan
Executive Director
Date: 9/21/17

ATTEST:


Lorelei Griffith,
Secretary

**NORTH CENTRAL TEXAS COUNCIL OF
GOVERNMENTS**

By: 
Mike Eastland
Executive Director
Date: 9/27/17

ATTACHMENT A

**DFW Connector TollTag Marketing Pilot Program
Scope of Work**

Effort	Details and Timeframe	Approval Process	Audience	Deliverables	Budget and Payment
TollPerks for New TollTag Customers	<p>NTTA will develop an amount of additional TollPerks points to provide to new TollTag customers during the promotion window.</p> <p>New customers may be asked to use a code to get the additional points.</p> <p>Marketing of the incentive will be done across various advertising channels and be targeted to people near the DFW Connector corridor</p> <p>This incentive will run for 30 days.</p> <p>NCTCOG can assist in promoting the incentive through non-paid PR efforts.</p>	<p>NTTA will develop draft creative and target audiences for marketing.</p> <p>NCTCOG and NTTA will jointly approve all creative and target audiences for marketing.</p> <p>NTTA will administer the TollPerks program.</p> <p>NTTA will purchase and place advertising, which may be done through a media buyer.</p>	All NTTA customers, but the focus is on the DFW Connector corridor	<p>Draft creative for joint approval by NCTCOG and NTTA</p> <p>Final marketing materials</p> <p>Marketing report to include, at a minimum, ad placements, ad performance, value of advertising</p> <p>Report on new TollTag customers to include, at a minimum, the number of new customers and zip code information for all new customers (broken down by those who used the code from the advertising and those who did not)</p>	<p>\$5,000 for prizes</p> <p>\$40,000 for advertising or other marketing</p> <p>NTTA will submit invoice to NCTCOG and will be reimbursed for eligible expenses.</p>
Prize Giveaway	NTTA will determine an appropriate prize to be given away through a drawing to new TollTag	NTTA will develop draft creative and target audiences for marketing.		Draft creative for joint approval by NCTCOG and NTTA	

Effort	Details and Timeframe	Approval Process	Audience	Deliverables	Budget and Payment
	<p>customers during the promotion window.</p> <p>All TollTag customers will be eligible for the prize drawing, but advertising will focus on people near the DFW Connector corridor across various media.</p> <p>The incentive promotion will run for 30 days</p> <p>NCTCOG can assist in promoting the incentive through non-paid PR efforts.</p>	<p>NCTCOG and NTTA will jointly approve all creative and target audiences for marketing.</p> <p>NTTA will administer the prize giveaway.</p> <p>NTTA will purchase and place advertising, which may be done through a media buyer.</p>		<p>Final marketing materials</p> <p>Marketing report to include, at a minimum, ad placements, ad performance, value of advertising</p> <p>Report on new TollTag customers to include, at a minimum, the number of new customers and zip code information for all new customers</p>	
Preloaded TollTags	<p>NTTA will provide the zip codes of the highest use ZipCash customers on the DFW Connector, including the number of ZipCash customers in each zip code.</p> <p>NCTCOG will determine the targeted zip codes based on average income levels.</p> <p>NTTA will determine the method to apply \$20 to the accounts of</p>	<p>NTTA will develop draft creative and target audiences for marketing.</p> <p>NCTCOG and NTTA will jointly approve all creative and target audiences for marketing.</p> <p>NTTA will administer the preloaded TollTag program.</p> <p>NTTA will purchase and distribute marketing, which may</p>	<p>High-use ZipCash customers in zip codes identified by NCTCOG</p> <p>*Request zip code information on new customers during window</p>	<p>List of zip codes with high ZipCash rates</p> <p>List of zip codes to target for the promotion</p> <p>Draft creative for joint approval by NCTCOG and NTTA</p> <p>Final marketing materials</p> <p>Report on new TollTag customers to include, at a minimum, the number of new customers and zip</p>	<p>\$200,000 for cash incentives</p> <p>\$30,000 for staff time and marketing/advertising</p> <p>NTTA will submit invoice to NCTCOG to be reimbursed for eligible marketing expenses.</p> <p>The amount for cash incentives will be advanced to NTTA to draw down as incentive is applied to eligible</p>

Effort	Details and Timeframe	Approval Process	Audience	Deliverables	Budget and Payment
	<p>new TollTag customers in targeted areas.</p> <p>New customers must use a code to receive the incentive.</p> <p>Two methods will be tested to market the incentive:</p> <ul style="list-style-type: none"> • Insert with ZipCash bill • Direct mail piece <p>A faux TollTag will be included in the marketing materials, rather than a real tag.</p> <p>Customers must add at least \$20 to their account before receiving the \$20 amount funded through this program.</p> <p>This incentive promotion will run for 45 days.</p> <p>Preloaded TollTags with \$20 credit offered to high-use ZipCash customers in low- to average-income zip codes using the DFW Connector. Direct mail</p>	<p>be done through a media buyer.</p>		<p>code information for all new customers (broken down by those who used the code from the advertising and those who did not)</p>	<p>new accounts. Preloaded tag promotion is capped at \$200,000</p> <p>NTTA will return unspent incentive amount to NCTCOG at the end of the incentive period.</p>

Effort	Details and Timeframe	Approval Process	Audience	Deliverables	Budget and Payment
	<p>will be used to advertise to target users. Consider two mailings, with the second one being "last chance" or "don't miss out." NTTA to determine if real TollTags are sent out or if the direct mail piece includes a "faux" tag. In addition, \$20 credit is given after the new customer adds \$20/40 through a TollTag that is secured by a credit card or bank account.</p>				