

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT ("Agreement"), executed as of the 1st day of July, 1994 by and between THE TEXAS TURNPIKE AUTHORITY, hereinafter called "TTA", organized and existing under the laws of the State of Texas and the DALLAS AREA RAPID TRANSIT AUTHORITY, hereinafter called "DART", organized and existing under the laws of the State of Texas.

WITNESSETH

WHEREAS, the Texas Turnpike Authority operates the Dallas North Tollway; and

WHEREAS, the Dallas Area Rapid Transit Authority desires to use the said Tollway to transport patrons.

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein, each of the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

Article I **Requirements**

Section 1. This is a Requirements Agreement at fixed unit prices as specified in the Schedule, for the supplies and services specified.

Section 2. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering provision. Subject to any limitations which may be specified elsewhere in this agreement, the TTA shall furnish to DART all supplies and services specified and called for by orders issued in accordance with the Ordering provision.

Section 3. Except as this agreement otherwise provides, DART shall order from TTA all the supplies and services specified that are required by DART.

Article II **Notice to Proceed**

Section 1. Neither party to this agreement shall proceed with any work required under this agreement without a written authorization from their respective Board of Directors.

Article III
Term of Agreement

Section 1. The term of this agreement is indefinite and can be canceled by either party by providing 60 days written notice.

Article IV
Notices, Invoices and Payments

Section 1. Invoices may be submitted once per month in triplicate (one copy to be marked "original") with one copy of the itemized billing for all services during the billing period to:

DART
Attn: Accounts Payable
P.O. Box 223805
Dallas, Texas 75232

and shall conform to policies or regulations adopted from time to time by both parties. Invoices shall be legible and shall contain, as a minimum, the following information: (1) indication order number (if any); (2) a complete itemization of all costs including quantities ordered and delivery order numbers (if any); (3) any discounts offered to DART under the terms of the agreement; (4) tolltag number, date, and time of travel through the toll gate; and (5) any other information necessary to demonstrate entitlement to payment under the terms of the agreement.

Section 2. Payment shall be made within 30 days after DART's receipt of an invoice.

Section 3. All other notices, communications, and reports required or permitted pursuant to this Agreement shall be personally delivered or mailed to the respective parties as follows, or to such other person(s) or address(es) as either party may subsequently specify in writing.

If intended for DART, to:

Senior Manager Bus Transportation Programs
1401 Pacific Avenue
P.O. Box 660163
Dallas, Texas 75266-7258

If intended for Texas Turnpike Authority

Comptroller
P.O. Box 190369
Dallas, Texas 75219-0369

Article V
Extent of Obligation

Section 1. DART is obligated only to the extent of authorized orders actually placed under this agreement.

Section 2. The TTA shall furnish the number of tolltags to DART as DART identifies its need on each respective DART vehicle.

The toll tags will electronically record the passage of a bus with subsequent month end billing to DART.

Article VI
Pricing

Section 1. The prices to DART shall be as low as those charged to TTA's most favored patrons for comparable services under similar terms and conditions in addition to any discounts for prompt payments

Section 2. The prices charged for other services are listed in the attached Schedule.

Article VII
Special Events

Section 1. From time to time DART will be providing special service to citizens of the Metroplex and will be using vehicles that do not have tolltags. TTA will provide up to 50 tolltags for the use of DART Special Events buses. The fees charged shall be the same as found on the attached "Schedule of Charges."

Article VIII
Ordering

Section 1. DART's Senior Manager Bus Transportation Programs or designee is the only DART department authorized to identify tolltag requirements and place orders.

Section 2. Orders will be in writing and will be issued for a specific number of tolltags.

Article IX
Entire Agreement

Section 1. This Agreement and attached Schedule which is incorporated herein constitute the sole and entire agreement of the parties as to the matter set forth herein.

Section 2. The terms of this Agreement, including the attached Schedule, shall not be waived, altered, modified, supplemented, or amended in any manner except by written instrument signed by the authorized representative of each party.

Section 3. The signature below of an authorized representative acknowledges that the Participant has read this Agreement and agrees to be bound by terms and conditions set forth herein.

Article X
Legal Construction

In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Article XI
Captions

The captions to various clauses to this Agreement are for information purposes and shall not alter the substance of the terms and conditions of this Agreement.

Article XII
Venue and Governing Law

The obligation of the parties to this Agreement are performable in Dallas County, Texas. Exclusive venue for any legal action in connection with this Agreement shall lie in Dallas County, Texas. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

Article XIII
Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Article XIV
Liability

DART and TTA, being public bodies, corporate and politic, to the extent they have any liability, are limited by the Texas Tort Claims Act.

SCHEDULE

<u>Item</u>	<u>Description</u>	<u>Price</u>
1.	Toll and other Charges	Applicable Texas Turnpike Authority Toll Charge
2.	Tolltag System Access Charge	\$2.00/Tolltag/Month
3.	Tolltag Transaction Fees	\$0~05/Toll
4.	Tolltag Detail Billing Reports	\$1.50/each 3 Tolltags per month
5.	Special Events	Applicable Texas Turnpike Authority Toll Charge
6.	Monthly Arrears Billing Service	\$250.00/month
7.	Replacement of lost tolltags and other services	Applicable Texas Turnpike Authority charges

Article XV
Right to Contest Actions

No provision of this Agreement shall be construed to limit the right of either party to contest the validity or application of any law, ordinance, regulation, plan, or policy. No provision of this Agreement shall be construed to limit or restrict the vested right of either party to rely on a governmental approval or validly issued permit.

Article XVI
Conflict of Interest

No officer or employee of DART or the TTA shall have any financial interest, direct or indirect, in this Agreement or in the purchase, sale or lease of any land, materials, services, supplies, or equipment used in the performance of this Agreement.

EXECUTED this 30 day of June, 1994 between The Texas Turnpike Authority and Dallas Area Rapid Transit.

Approved as to Form:

DALLAS AREA RAPID TRANSIT

By: Roland Castaneda
Roland Castaneda
General Counsel

By: Roger Snoble
Roger Snoble
President/Executive Director

ok
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Approved as to Form:

THE TEXAS TURNPIKE AUTHORITY

By: Frank Griffin

By: James W. Griffin
James W. Griffin
Executive Director

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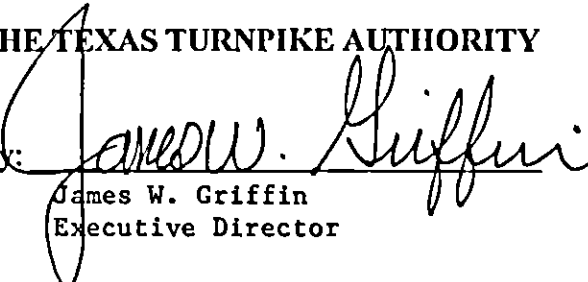
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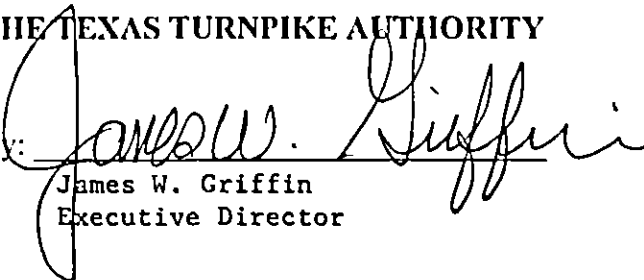
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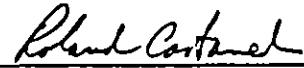
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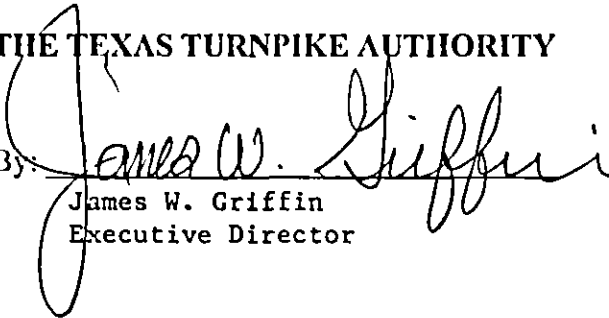
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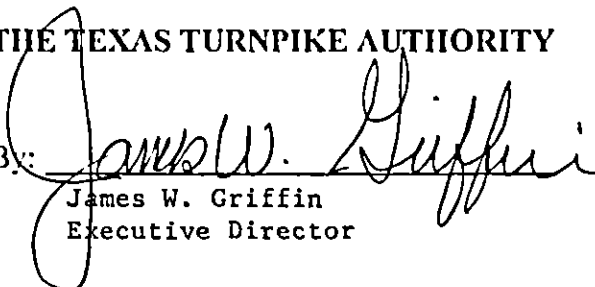
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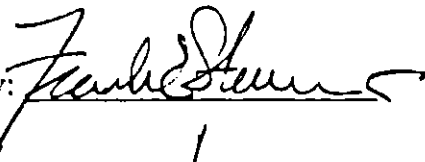
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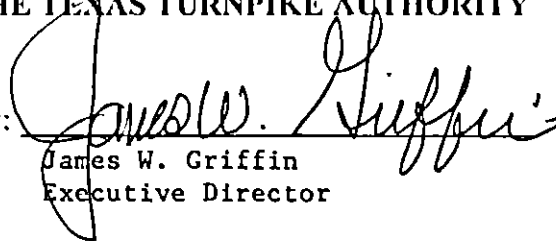
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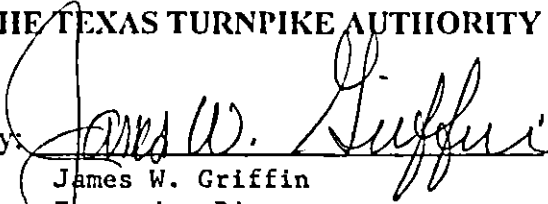
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