

**INTERLOCAL AGREEMENT BETWEEN  
THE NORTH TEXAS TOLLWAY AUTHORITY AND  
THE CITY OF DALLAS  
REGARDING PARKING TRANSACTION CLEARINGHOUSE SERVICES  
AND AUTOMATED VEHICLE IDENTIFICATION EQUIPMENT  
AT DALLAS LOVE FIELD AIRPORT**

**THIS AGREEMENT** between the **NORTH TEXAS TOLLWAY AUTHORITY** (the “NTTA”), a regional tollway authority and a political subdivision of the State of Texas, and the **CITY OF DALLAS**, a Texas home-rule municipality, acting by and through its duly elected City Council (the “City”), is executed to be effective as of the 31<sup>st</sup> day of March 2005 (the “Effective Date”).

**WHEREAS**, the NTTA uses on its turnpike projects (“Projects”) an electronic toll collection system (together with any subsequent modifications, the “NTTA AVI System”) that employs transponders to communicate with AVI Readers (hereinafter defined) to identify vehicles using the Projects (the transponders currently used in the NTTA AVI System being referred to as “TollTags”®);

**WHEREAS**, Section 366.181 of the Texas Transportation Code authorizes the NTTA to promote the use of its Projects by such means as the NTTA determines appropriate;

**WHEREAS**, the use of TollTags by the NTTA’s patrons improves the operation and efficiency of the NTTA’s Projects, which enhances mobility, increases the attractiveness of the NTTA’s Projects, and promotes their use by the traveling public;

**WHEREAS**, the City owns and operates Dallas Love Field Airport (“Love Field”); and

**WHEREAS**, the City provides fee-based parking in designated public parking areas at Love Field and collects fees for the passage of taxicabs, limousines, shared-ride vehicles, shuttle vehicles, and other ground transportation vehicles through Love Field;

**WHEREAS**, the City desires to provide its Love Field patrons the convenience of using TollTags to conduct parking transactions at Love Field parking facilities, and the City desires to utilize TollTags to identify commercial ground transportation vehicles operating at Love Field;

**WHEREAS**, the NTTA can achieve increased distribution and use of TollTags by including the collection of Airport Charges (hereinafter defined) at Love Field as part of the billing services offered by the NTTA in connection with TollTag transactions;

**WHEREAS**, Section 366.033(f) of the Texas Transportation Code authorizes the NTTA to rent, lease, franchise, license, or otherwise make available for use by others portions of its properties, including the NTTA AVI System and the NTTA's "back-office operations" related to toll collections;

**WHEREAS**, the NTTA has all licenses, rights, and authorizations required to provide the services it agrees to provide under this Agreement;

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes local governments to contract with one another to perform governmental functions and services, and the NTTA and the City have determined that is in their best interests for the NTTA to provide to the City the services described in this Agreement on the terms and conditions set forth below;

**WHEREAS**, the Dallas City Council at its meeting on January 12, 2005, approved Council Resolution No. 05-0144 authorizing the City's City Manager to enter into this Interlocal Agreement with the NTTA; and

**WHEREAS**, the Board of Directors of the NTTA at its meeting on November 17, 2004, approved Resolution No. 04-102 authorizing the NTTA to enter into this Interlocal Agreement with the City;

### **AGREEMENT**

**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:

### **ARTICLE 1 - DEFINITIONS**

As used in this Agreement, the capitalized terms set forth herein shall have the following meanings:

**1.1. "Agreement"** means this Agreement and all Exhibits attached hereto as the same may be amended in writing from time to time pursuant to Section 5.15.

1.2. **"Airport Charge"** means a Parking Fee and/or GT Fee payable from a TollTag Account.

1.3. **"Ascom"** means Ascom, Inc., the City's contractor for the Love Field ticket-based parking system.

1.4. **"Ascom Host"** means the Host Computer utilized in the existing ticket-based parking system at Love Field.

1.5. **"Ascom Integration Costs"** means the fees Ascom charges in connection with the modification and integration of the Ascom Host and its software with the Equipment and the Communications Protocol to allow the NTTA to provide the Clearinghouse Services hereunder.

1.6. **"AVI Readers"** means devices that receive signals from an RF Module, decode an ID code, verify and validate the ID code, append auxiliary data to the detected TollTag ID, and communicate the resulting data stream to the Host Computer.

1.7. **"Bad Debt"** has the meaning provided in Section 4.1(b).

1.8. **"Business Rules"** means the document so identified and agreed upon from time to time by the NTTA and the City, through their designated executive representatives, that specifies the requirements for calculating and integrating the collection of Airport Charges with the NTTA's clearinghouse system.

1.9. **"City"** has the meaning provided in the Recitals.

1.10. **"City Mark"** has the meaning provided in Section 4.2.

1.11. **"Clearinghouse Services"** means those services and functions related to Love Field parking operations and electronic revenue collection to be provided by the NTTA in accordance with Article 3 of this Agreement and the Business Rules, together with related ancillary services provided by the NTTA, including meeting with City personnel and contractors, training of City personnel regarding accessing and formatting data related to Airport Charges, and publicizing the use of TollTags for Love Field parking.

1.12. **"Clearinghouse Fee"** means the fee payable by the City to the NTTA in consideration of the NTTA's provision of Clearinghouse Services under this Agreement. On the Implementation Date, the Clearinghouse Fee shall equal four percent (4.0%) of each Airport Charge processed by the NTTA. Thereafter, the Clearinghouse Fee shall be evaluated, and may be adjusted, from time to time as provided in Section 3.3(a).

1.13. **"Communications Protocol"** means the technical specifications so identified and agreed upon from time to time by the NTTA and the City, through their designated executive representatives, that govern the format and content of all data to be transmitted to the NTTA by the City to allow the NTTA to clear Airport Charge transactions.

1.14. **"Confidential Information"** has the meaning provided in Section 4.8(a).

1.15. **"Customer Services"** means receiving and dealing with questions, comments, concerns, and complaints of TollTag Account holders regarding billings for Airport Charges; provided, however, that such term does not include pursuit of collection of Bad Debts or final resolution of Disputed Debts.

1.16. **"Disputed Debt"** has the meaning provided in Section 3.1(c).

1.17. **"Equipment"** means the equipment listed on Exhibit A attached hereto and made a part hereof) that the NTTA will install and maintain at Love Field; the Equipment includes AVI equipment (antennas, RF modules, AVI readers) and lane controller equipment that the NTTA uses to identify vehicles equipped with a valid TollTag.

1.18. **"Effective Date"** has the meaning provided in the Recitals.

1.19. **"GT Fee"** means a fee designated and charged by the City with respect to a GT Vehicle that passes through Love Field, as designated by the City from time to time; the City may charge different GT Fees for different classes of GT Vehicles.

1.20. **"GT Vehicle"** means a commercial ground transportation vehicle for hire (including, but not limited to, a taxicab, limousine, shared-ride vehicle, courtesy vehicle, shuttle vehicle, or commercial bus) authorized by the City to operate at Love Field.

1.21. **"Host Computer"** means a computer attached to a network providing computation and database access.

1.22. **"Implementation Date"** means the date on which (a) the NTTA shall have completed installation, testing, and integration of the Equipment, (b) TollTag Account holders may begin using TollTags to pay Airport Charges, and (c) the NTTA will commence providing Clearinghouse Services; the anticipated Implementation Date is April 1, 2005.

1.23. **"Interface"** means an interface that will allow Airport Charges logged by the Ascom Host to be transmitted to the NTTA for clearing.

1.24. **"Love Field Mark"** has the meaning provided in Section 4.2.

1.25. **"NTTA"** has the meaning provided in the Recitals.

1.26. **"NTTA AVI System"** has the meaning provided in the Recitals.

1.27. **"NTTA Mark"** has the meaning provided in Section 4.2.

1.28. **"Parking Fee"** means a fee designated and charged by the City with respect to a vehicle that parks in a Love Field parking facility (including any replacements, expansions, additions to such facilities that may hereafter be constructed) or any area or facility designated for public parking at Love Field now or in the future.

1.29. **"RF Modules"** means those devices which produce a continuous radio frequency ("RF") signal for broadcast to an attached antenna, receive a TollTag signal from the antenna, extract the TollTag signal from the produced continuous RF Signal, amplify the resulting demodulated TollTag signal, and transmit the resulting signal to an attached AVI Reader.

1.30. **"Servicing Fee"** means the fee payable by the City to the NTTA in consideration of the NTTA's provision of Equipment maintenance and other services described in Section 2.5. On the Implementation Date, the Servicing Fee shall equal Eight Thousand Dollars (\$8,000.00) per month. Thereafter, the Servicing Fee shall be evaluated, and may be adjusted, from time to time as provided in Section 3.3(b).

1.31. **"TollTag"** means the transponder now or in the future used by the NTTA.

1.32. **"TollTag Account"** means a credit-card-secured account established with the NTTA for the payment of Airport Charges by use of a Transponder associated with that account.

1.33. **"TransCore"** has the meaning provided in the Recitals.

1.34. **"TransCore Fees"** means fees payable by the NTTA to TransCore allowing the NTTA, in connection with its processing of Parking Fees, to use the intellectual property covered by TransCore's United States Patent Numbers 5,414,624 and RE37,822, which relate to automated vehicle parking systems, or any other similar fees payable by the NTTA to TransCore in connection with said patents or any other intellectual property owned by TransCore and used by the NTTA in processing Parking Fees. TransCore Fees shall not exceed \$0.04 per Parking Fee.

1.35. **"Transponder"** means a vehicle-mounted tag or other device that, upon receiving an interrogation signal, such as an RF signal, emits a response signal that is used to identify the tag or device.

## ARTICLE 2 - EQUIPMENT AND DATA TRANSFERS

**2.1. The Equipment and Interface.** The NTTA will install the Equipment at Love Field and will provide system integration (including system design, engineering, and software integration) required to establish an interface between the Equipment and the Ascom Host, and between the Ascom Host and the NTTA's clearinghouse operations. In consideration of the foregoing goods and services, the City will remit to the NTTA the sum of \$836,000.00 on or before the Implementation Date; title to the Equipment will vest in the City upon the NTTA's receipt of said sum. The City will advise its contractor, Ascom, to cooperate with the NTTA in providing all services, software, and equipment necessary for the system integration. The NTTA will pay Ascom the Ascom Integration Costs. However, if the City hereafter desires to modify this Agreement and/or the scope of the work under this Agreement in a manner that increases the system integration requirements beyond those anticipated on the date of this Agreement, the City will be responsible for paying any resulting increases in system integration costs.

**2.2. Installation of the Equipment.** Before entering into any contract for construction work at Love Field regarding the Equipment or the other components of the TollTag solution, the NTTA shall cause to be submitted to the City for its approval, which approval shall not be unreasonably withheld or delayed, plans and specifications for the proposed work and the name of the contractor that will undertake the work. At the request of the City, the NTTA shall require the contractor to furnish a statutory payment bond for the work. All work to be performed by the NTTA or its contractor shall comply with the approved plans and specifications, and such work shall be subject to inspection by the City during and upon the completion thereof. The NTTA shall discharge all obligations to contractors, subcontractors, materialmen, workmen and/or other persons for all work performed and for materials furnished for or on account of the NTTA as such obligations mature. Nothing in this Agreement shall limit the right of the NTTA to contest any claims of contractor, subcontractor, materialmen, workmen or other person without being considered in breach thereof. Nothing contained in this Agreement shall be deemed to constitute a consent by the City to the making or the attempt to make any claim or lien against the improvements constructed at Love Field. The NTTA agrees that any claim or lien filed, noticed or created against the same shall be removed and discharged as soon as reasonably possible. The NTTA shall include in all construction contracts entered into by it in connection with any or all of the construction work to be performed under this Agreement, a provision requiring the

contractor to indemnify, hold harmless and defend the City, except as to the negligence of misconduct of the City or the City's employees, servants, agents or officials, against any loss occasioned by death, injury to persons or damages to property, arising out of or in connection with the performance of any or all of the construction work, against the risk of loss or damage to the construction work prior to completion thereof, and against all loss resulting from the demands or claims of third persons arising out of the performance of the construction work. The NTTA shall procure and maintain or shall cause its contractors to procure and maintain the insurance coverages listed on Exhibit B attached hereto and meet the other requirements listed on Exhibit B whenever personnel of the NTTA or its contractors are on-site at Love Field to install, repair, service, or otherwise perform any function regarding the Equipment. The improvements constructed or erected by the NTTA or which the NTTA causes to be constructed or installed under this Agreement, shall be deemed fixtures, including all trade fixtures unless otherwise designated by the Director in writing, and shall constitute a part of the Airport. Title to such improvements shall vest in the City and shall become the property of the City upon completion of construction.

**2.3. AVI Compatibility.** The City agrees that during the term of this Agreement it shall neither remove or modify nor authorize Ascom or any other person to remove or modify the Equipment without the prior written approval of the NTTA. The NTTA agrees that, during the term of this Agreement, if it intends to replace or upgrade the Transponders currently associated with TollTag Accounts with transponders or similar devices that may or will require substantive modifications of the Equipment in order to remain compatible with such transponders, the NTTA will provide not less than one hundred and twenty (120) days advance notice to the City of such intention and will cooperate with the City in devising a transition plan to minimize the impact of such changes on the City's identification of GT Vehicles and electronic collection of parking revenue at Love Field."

**2.4. Data Format and Content.** Each party agrees that during the term of this Agreement all data regarding Airport Charges that it transmits to the other party shall comply with the Communications Protocol, as the same is in effect from time to time.

**2.5. Servicing Obligations.** In consideration of the City's payment to the NTTA of the Servicing Fee, the NTTA agrees to: (a) maintain, service, and repair the Equipment to keep it in good operating condition, reasonable wear and tear and damage by Love Field parking patrons

and/or GT Vehicles excepted, (b) maintain in good operating condition the software used to provide the Clearinghouse Services, (c) provide minor enhancements to maintain such software as requested by the City, (d) make minor modifications to the form and content of reports provided to the City, as requested by the City. Determination of whether requested software enhancements or report modifications constitute minor enhancements or modifications shall be made by the NTTA in the exercise of its reasonable judgement, and (e) provide all Customer Services. The NTTA will respond by telephone within two (2) hours to a notification of an Equipment failure received between (i) 6:00 a.m. and 9:00 a.m., Monday through Wednesday, and (ii) 4:00 p.m. and 9:00 p.m., Wednesday through Friday (collectively "Peak Hours"), and will respond by telephone by or before 9:00 a.m. on the first business day following a notification received outside Peak Hours; thereafter, the NTTA will diligently and conscientiously work to restore the Equipment to good operating condition. The NTTA's obligations under this section shall commence on the Implementation Date. The NTTA will issue invoices to the City for payments under this section; payment of each invoice will be due within thirty (30) days after the date it is issued.

**2.6. Obligations Regarding the Equipment.**

(a) The City assumes and shall bear the entire risk of partial or complete loss, theft, damage, 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 delivery of the Equipment by the manufacturer to the NTTA.

(b) If the Equipment becomes physically damaged by any occurrence whatsoever, the City shall immediately notify the NTTA of such damage and, the City, at the City's expense, shall promptly cause the Equipment to be repaired to the condition as delivered. Provided, however, if for any reason whatsoever a substantial portion of the Equipment shall be lost, stolen, destroyed, damaged beyond repair or permanently rendered unfit for use (such equipment being referred to as "Inoperable Equipment"), the City shall promptly notify the NTTA, and the City may either terminate this Agreement by giving the NTTA written notice thereof within thirty (30) days after the date of the loss, or the City shall promptly obtain and install in place of all Inoperable Equipment replacement equipment of like model and features, having utility and remaining useful life at least equal to that of the Equipment being replaced. As used in this Agreement, the



loss of TollTag functionality in more than seventy percent (70%) of the lanes in which Equipment is installed shall constitute a "substantial portion" of the Equipment being deemed Inoperable Equipment. Unless the parties agree to another termination date, the effective date of a termination under this section shall be thirty (30) days after the notice of termination is given. Each party shall fully perform all obligations of such party under this Agreement that accrue through the termination date.

(c) If this Agreement is not terminated under subsection (b), and the City requests the NTTA to make repairs or replacements to lost, stolen, damaged, or destroyed equipment, the cost thereof shall be in addition to the Servicing Fee payable under Section 2.5 above.

**2.7. Indemnity.** To the extent permitted by law and without waiving any governmental immunity that otherwise would be applicable, the City and the NTTA each agrees to indemnify and hold the other party and its successors and assigns harmless against any loss, claim, action, suit, demand, proceeding, liability, penalty, cost, damage, obligation, lien or expense, including attorneys' fees, court costs and legal expenses, of whatever kind or nature, imposed on, incurred by or asserted against such indemnified party and its successors and assigns (whether or not also indemnified against by any other person) on account of personal injury, property damage or otherwise, including but not limited to any matter arising under the indemnifying party's strict liability in tort, or in any way relating to the indemnifying party's negligence in the ownership, possession, use, operation, maintenance, condition, return or storage of the Equipment, or any accident in connection therewith, or arising by operation of law as a consequence of any of the foregoing. The provisions of this Section 2.7 shall survive any termination of this Agreement. For the purposes of this section, the NTTA, as an indemnified party, shall be deemed to include the NTTA's directors, officers, managers, employees, and consultants. Likewise, the City, as an indemnified party, shall be deemed to include the City's elected officials, managers, employees and consultants.

### **ARTICLE 3 - CLEARINGHOUSE SERVICES**

**3.1. Collection and Disbursement of Airport Charges.** In consideration of the City's payment to the NTTA of the Clearinghouse Fees, the NTTA shall provide to the City Clearinghouse Services comprising (i) the collection of Airport Charges from TollTag Account holders whose accounts are secured by a valid credit card, and (ii) the remission of such charges

to the City, as set forth in the Business Rules and this Agreement. To the extent of any conflict between the Business Rules and this Agreement with regard to operational issues pertaining to Clearinghouse Services, the Business Rules shall control. The NTTA's Clearinghouse Services shall commence on the Implementation Date. The NTTA will provide Clearinghouse Services to the City on and subject to the following terms and conditions:

(a) **Calculation, Posting and Distribution of Airport Charges.** All Airport Charges shall be calculated as specified in the Business Rules, and such charges and other data specified in the Communications Protocol shall be transmitted to the NTTA in accordance with the Communications Protocol. The NTTA may from time to time agree to include in the Business Rules an undertaking by the NTTA to calculate Airport Charges. The City expressly acknowledges and agrees that any such undertaking shall be made solely at the request of, and as an accommodation to, the City, and IN NO EVENT SHALL THE NTTA BE LIABLE TO THE CITY WITH RESPECT TO THE CALCULATION OR MISCALCULATION OF AIRPORT CHARGES. FURTHERMORE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, BUT WITHOUT HEREBY WAIVING ANY GOVERNMENTAL IMMUNITY PROTECTIONS THAT OTHERWISE WOULD BE APPLICABLE, THE CITY SHALL INDEMNIFY AND HOLD HARMLESS THE NTTA WITH REGARD TO ANY CLAIMS MADE BY THIRD PARTIES WITH RESPECT TO THE NTTA'S CALCULATION OR MISCALCULATION OF AIRPORT CHARGES. As provided in the Business Rules, if an Airport Charge equals or exceeds a particular amount specified in the Business Rules (as the same may be amended from time to time), the City will endeavor to confirm the accuracy and validity of the Airport Charge before it is transmitted to the NTTA. The NTTA shall post each Airport Charge within 1 (one) business day after the Airport Charge is received by the NTTA's clearinghouse computer, and the NTTA will distribute to the City via Electronic Funds Transfer, within 1 (one) business day after posting, collected Airport Charges, less Clearinghouse Fees, TransCore Fees, and offsets for Bad Debts and Disputed Debts, as described in subparagraphs (b) and (c), respectively, below.

(b) **Bad Debts.** If, after three (3) attempts, the NTTA is unable to collect an Airport Charge, whether because of a low TollTag Account balance, an invalid or expired

credit card, or any other reason (any such transaction being referred to herein as a "Bad Debt"), the NTTA shall notify the City of the Bad Debt. The City shall have sole responsibility for collection of a Bad Debt; the NTTA shall have no obligation for collection of any such amounts unless and until the City resubmits the Bad Debt to the NTTA for clearance and it is paid. The NTTA shall provide account information as necessary to assist the City in collection of Bad Debts. Notwithstanding anything to the contrary set forth in subsection (a) above, no TransCore Fee shall be paid with regard to a Bad Debt unless and until the City resubmits the transaction to the NTTA for clearance and it is paid. A Clearinghouse Fee shall be collected by the NTTA when an initial attempt is made to clear a transaction that is ultimately classified a Bad Debt; no additional Clearinghouse Fee shall be charged by the NTTA if a Bad Debt resubmitted to the NTTA for clearance is paid. If the City notifies the NTTA that a Bad Debt is not collectible, the NTTA shall remit the Clearinghouse Fee collected for that Bad Debt to the City as part of the reconciliation described below in Section 4.2.

(c) Disputed Debts. An Airport Charge disputed in whole or in part by a TollTag Account holder shall be referred to the City for resolution. (The entire amount of such charge, not merely the portion in dispute, shall be referred to herein as a "Disputed Debt.") The NTTA shall provide account information to assist the City in its resolution efforts. Pending resolution of a Disputed Debt, the amount thereof shall be offset from remittances to the City under subparagraph (a) above. At the same time, the TransCore Fee paid by the City with respect to the Disputed Debt shall be reimbursed to the City (via an offset of TransCore Fees) pending resolution of the Disputed Debt. Upon resolution of a TollTag Account holder's disputed Airport Charge, the City will provide the NTTA with satisfactory evidence of the amount of Airport Charge agreed or ordered to be payable by the TollTag Account holder, and the NTTA shall thereafter process such amount for posting, payment, and remittance, as provided in subparagraph (a) above, at which time the TransCore Fee payable with respect to such Disputed Debt shall be paid. A Clearinghouse Fee shall be collected by the NTTA when a transaction is initially cleared by the NTTA, regardless of whether the transaction is ultimately classified a Disputed Debt. No additional Clearinghouse Fee shall be charged by the NTTA when a Disputed Debt is resolved. If the City notifies the NTTA that a Disputed Debt should be

reimbursed in whole or in part to the TollTag Account holder, the NTTA shall, as part of the reconciliation described below in Section 3.2, remit to the City a portion of the Clearinghouse Fee collected for the reimbursed portion of the Disputed Debt as part of the reconciliation described below in Section 3.2; however, to compensate the NTTA for charges associated with attempting to clear a Disputed Debt, the NTTA shall retain two and two-tenths percent (2.2%) of the reimbursed portion of the Disputed Debt. No reimbursement of the Clearinghouse Fee shall be made with respect to any portion of a Disputed Debt that is agreed or ordered to be payable by the TollTag Account holder. The NTTA shall not post, nor have the obligation to remit to the City, disputed Airport Charges after the expiration or earlier termination of this Agreement, it being acknowledged and agreed that the City shall be solely responsible for collection of any such Disputed Debts that are ultimately resolved. The NTTA shall not return any Clearinghouse Fees with respect to Disputed Debts that are not fully resolved within ninety (90) days following the expiration or earlier termination of this Agreement. The City shall be fully responsible for TransCore Fees that are payable with respect to Disputed Debts that are not resolved within said ninety (90) days; this obligation shall survive the termination or expiration of this Agreement.

(d) **Termination of Accounts With Unpaid Amounts.** Upon written request by the City identifying the accounts in question and confirming nonpayment of Airport Charges for more than thirty (30) days, the NTTA will terminate TollTag accounts having Airport Charges that remain unpaid for longer than (30) days from the date of posting; provided, however, this provision shall not apply to Airport Charges that are in dispute by the TollTag Account holder.

(e) **Prohibition of Surcharges or Monthly Fees.** No surcharge or monthly fee shall be assessed for the use of Love Field parking and related facilities by patrons that use TollTags to pay for such uses. Such account holders shall be charged applicable Parking Fees or GT Fees, as applicable, at the rates charged to other similarly situated users of such facilities or services.

(f) **Non-Revenue Tags.** Non-revenue or "VIP" tags issued by the NTTA for use on its facilities must be secured by a credit card to be operable for payment of Airport Charges at Love Field. "Zero Dollar (\$0.00) transactions" at Love Field, including those

recorded by non-revenue or "VIP" tags issued by the City, will not be transmitted to the NTTA for clearance.

**3.2. Payment of Clearinghouse Fees and Reconciliation.** The NTTA shall deduct from its daily remittance of Airport Charges to the City the Clearinghouse Fees owed to it. Offsets and reimbursements for Bad Debts, Disputed Debts, Clearinghouse Fees, and TransCore Fees associated with Bad Debts and Disputed Debts shall be reconciled against Airport Charges remitted to the City on a daily basis. Reports, including the "Daily Authority Transaction Statement," shall be prepared and accessible as required by the Business Rules.

**3.3. Annual Adjustment of Clearinghouse and Service Fees.** Beginning on May 1, 2006, and thereafter not later than the first day of May in each year during which this Agreement is in effect, the NTTA shall submit to the City the following notices:

(a) a notice specifying the rates of Clearinghouse Fees the NTTA proposes for the next 12-month period, effective as of the next anniversary of the Implementation Date or on any alternative date as mutually agreed in writing by the parties. The NTTA's proposed Clearinghouse Fees will equal the NTTA's estimate of the actual costs anticipated to be incurred by the NTTA to process Airport Charges for the coming 12-month period or on such other basis as the NTTA and the City deem appropriate. The NTTA and the City shall attempt to agree on the Clearinghouse Fees, and if such agreement is reached, the new Clearinghouse Fees shall become effective on the following October 1 or on such other date as is agreeable to both parties as reflected in a written amendment entered into under Section 4.14. If agreement cannot be reached, either party may terminate this Agreement as provided in Section 4.1(a) below, or, if this Agreement is not terminated, the Clearinghouse Fees then in effect shall continue in effect until this Agreement either is so terminated or the City and the NTTA reach agreement on revised Clearinghouse Fees.

(b) a notice specifying the Servicing Fee the NTTA proposes for the next 12-month period, effective as of the next anniversary of the Implementation Date or on any alternative date as mutually agreed in writing by the parties. The NTTA's proposed Servicing Fee will be based upon its estimate of the actual costs anticipated to be incurred by the NTTA to perform the various services described in Section 2.5 during the coming 12-month period or on such other basis as the NTTA and the City deem appropriate. The

NTTA and the City shall attempt to agree on the Servicing Fee, and if such agreement is reached, the new Servicing Fee shall become effective on the anniversary of the Implementation Date or on such other date as is agreeable to both parties as reflected in a written amendment entered into under Section 4.14. If agreement cannot be reached, either party may terminate this Agreement as provided in Section 4.1(a) below, or, if this Agreement is not terminated, the Servicing Fee then in effect shall continue in effect until this Agreement either is so terminated or the City and the NTTA reach agreement on revised Servicing Fee.

(c) The NTTA shall provide the City with the data upon which the NTTA bases its annual estimates of Clearinghouse Fees and Servicing Fees. For the Clearinghouse Fee estimate, such data shall include, without limitation and as applicable, estimated average credit card fees, monthly T1 or other charges information exchange costs, costs of personnel in the NTTA's Customer Service Center that receive and respond to support inquiries and concerns regarding Love Field TollTag transactions, costs of software developer support for routine maintenance issues and minor enhancements to the project, and costs of marketing and supplies to assist in the educating patrons about the Love Field TollTag project.

#### **ARTICLE 4 - MISCELLANEOUS PROVISIONS**

**4.1. Term of Agreement.** Unless sooner terminated under Section 4.1(a), this Agreement shall be in effect from the Effective Date through the end of the day immediately preceding the third (3rd) anniversary of the Implementation Date; provided that (a) the City's obligation to pay Clearinghouse Fees and Servicing Fees for any period that predates the expiration or earlier termination of this Agreement, (b) the City's obligation regarding payment of TransCore Fees on Disputed Debts not resolved within ninety (90) days after the expiration or termination of this Agreement, and (c) the NTTA's obligation to remit to the City collected Airport Charges (less the retained amounts specified in Section 3.1) not previously remitted to the City, shall survive the expiration or earlier termination of this Agreement.

(a) **Early Termination.** Either party may terminate this Agreement with or without cause by giving the other party written notice thereof not less than ninety (90) days before the designated termination date. Each party shall fully perform all obligations of such party under this Agreement that accrue through the termination date.

(b) **Renewal Options.** At the end of the initial term of this Agreement, the Agreement may be renewed for an additional three-year (3-year) period by the written consent of both parties, and at the end of said first renewal term, the Agreement may again be renewed for a second three-year (3-year) period by the written consent of both parties, in each case on the same terms as are set forth in this Agreement as then in effect or on such other terms as are agreeable to both parties as reflected in a written amendment entered into under Section 4.14.

Upon termination or other expiration of this Agreement, each party shall promptly return to the other all papers, materials and properties of the other held by such party and required to be returned hereunder. In addition, each party will assist the other party and/or its contractors or authorized representative(s) in effecting the orderly termination of this Agreement and the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly, non-disrupted business continuation of each party.

**4.2. Use of Service Marks or Brands.**

(a) **NTTA Mark.** The NTTA has adopted and uses the service mark (the "NTTA Mark") shown on Exhibit C attached hereto and made a part hereof and has obtained a Federal Trademark Registration No. 2,695,371, issued March 11, 2003, for roadway electronic toll collection services. The NTTA has established substantial good will in the NTTA Mark due to its long and widespread use and promotion of the NTTA Mark and the services for which it is used, as a result of which, the NTTA Mark has become well-known and recognized by the general public and associated in the public mind with the NTTA. In consideration of the payment of the Clearinghouse Fees and the other mutual promises made in this Agreement, the NTTA grants to the City a non-exclusive license to use the NTTA Mark in the United States during the term of this Agreement for the advertising, promotion, dissemination of information, and sale of the roadway electronic toll collection services in connection with the collection of Airport Charges at Love Field. The City recognizes the great value of the goodwill associated with the NTTA Mark, and acknowledges that the NTTA Mark and all rights therein and goodwill pertaining thereto belong exclusively to the NTTA, and that the NTTA Mark has a secondary meaning in the mind of the public. The City will not attack the title or any rights of the NTTA in and to the NTTA Mark and will assist the NTTA to protect its

rights to the NTTA Mark. The NTTA shall have the sole right, but not the obligation, to institute and prosecute infringement or unfair competition proceedings involving the NTTA Mark against third parties. The license granted herein is personal to the City as to the services provided under this Agreement. Neither this Agreement nor any rights granted hereunder shall be transferred, assigned, licensed or conveyed by either party in whole or in part without the prior written approval of the other party. The City may not sublicense any rights or obligations, without the prior written consent of the NTTA. Notwithstanding any of the foregoing to the contrary, the City may use, or allow City contractors to use, the NTTA Mark in materials such as the City's Annual Report, which are prepared by or at the request of the City for City use.

(b) **City Marks and Brand Image.** The City has adopted and uses, among several others, the service marks (the "Love Field Mark" and "City Mark" respectively, and, collectively, the "Marks") shown on Exhibit D attached hereto and made a part hereof. In consideration of the NTTA's provision of the Clearinghouse Services and the other mutual promises made in this Agreement, the City grants to the NTTA a non-exclusive license to use the Love Field Mark and City Mark and related brand images and logotypes in the United States during the term of this Agreement for the advertising, promotion, dissemination of information, and sale of the roadway electronic toll collection services in connection with the collection of Airport Charges at Love Field. The NTTA recognizes the great value of the goodwill associated with the Marks and brand images, and acknowledges that the Marks, brand images, and all rights therein and goodwill pertaining thereto belong exclusively to the City, and that each of the Mark has a secondary meaning in the mind of the public. The NTTA will not attack the title or any rights of the City in and to the Marks and will assist the City to protect its rights to the Marks. The City shall have the sole right, but not the obligation, to institute and prosecute infringement or unfair competition proceedings involving the Marks against third parties. The license granted herein is personal to the NTTA as to the services provided under this Agreement. Neither this Agreement nor any rights granted hereunder shall be transferred, assigned, licensed or conveyed by either party in whole or in part without the prior written approval of the other party. The NTTA may not sublicense any rights or obligations, without the prior written consent of the City. Notwithstanding any of the



foregoing to the contrary, the NTTA may use, or allow NTTA contractors to use, the Marks in materials such as the NTTA's Annual Report, which are prepared by or at the request of the NTTA Board for NTTA use, provided such use is in accordance with applicable brand guidelines and is approved by the City's City Manager or designee prior to release or publication.

**4.3. Marketing, Media Releases, and Publicity.** The NTTA and the City agree to work cooperatively throughout the duration of this Agreement to encourage usage of TollTag Accounts for payment of Airport Charges at Love Field. The parties agree to coordinate with each other and to seek approval of the other party, via the individuals listed in Section 4.11 below or other persons as designated by either party from time to time to handle that party's media and public affairs, prior to media releases, public announcements, advertising, or similar promotional efforts related to the use of TollTag Accounts at Love Field.

**4.4. Customer Service.** The NTTA and the City each shall be responsible for efficiently dealing with disputes relating to charges or service at its respective facilities. In no event shall either party provide a level of customer service to the other's customers or patrons that is less than that received by its own customers.

**4.5. Designated Contact.** The City and the NTTA shall each designate an individual, reasonably acceptable to the other party, to serve as the contact person for any questions or disputes arising under this Agreement. Either party may elect to change the individual designated as its representative by giving the other party notice thereof in accordance with the notice provisions set forth in Section 4.11.

**4.6. Dispute Resolution.** The parties agree that any dispute between them relating to this Agreement will first be submitted to their designated contacts who will meet at the NTTA's or the City's place of business or other mutually agreeable location, or by teleconference, and confer in an effort to resolve such dispute. In the event these designees are unable to resolve any dispute within ten (10) days after submission to them, or within any other mutually agreed time frame, either party may refer any dispute to mediation in accordance with the provisions of this Section 4.6. The parties agree that they will endeavor to resolve any remaining dispute arising out of or relating to the terms of this Agreement through mediation and that mediation shall be a condition precedent to the institution of legal or equitable proceedings by either party. No

lawsuit under this Agreement by one party against the other may be filed until mediation of the issue has ended in accordance with the terms hereof.

**4.7. Proprietary Information.** The NTTA's TollTag patron list and account information shall remain the exclusive property of the NTTA. The City shall be entitled to review or receive the information described in Sections 3.1(b) and (c) above to assist it in the collection of unpaid Airport Charges or the resolution of disputed charges. In addition, the City shall be entitled to receive account information as reasonably required to allow the City to conduct an audit as described in Section 4.9. The City hereby expressly acknowledges and agrees that such information may be utilized only for the express purpose for which it is provided, and no such information shall be disclosed to any other party without the prior and express written consent of the NTTA, except in accordance with Section 4.9(b) or as otherwise may be required by law or court order. Upon expiration or termination of this Agreement, the City will immediately return to the NTTA all TollTag Account information held by the City, and no portion or copy thereof shall be retained or utilized unless reasonably required to allow the City to conduct or complete an audit as described in Section 4.9, in which case such information will be returned to the NTTA upon completion of the audit(s). Except as otherwise expressly acknowledged by the NTTA, the NTTA's TollTag patron list and account information shall be deemed "Confidential Information" under Section 4.8.

(a) **Patron List.** The NTTA agrees that from time to time it will, at the request of the City, provide the City with the NTTA's patron list, in a form deemed suitable by the NTTA in its sole discretion, to allow the City to distribute promotional or informational material about Love Field parking services or facilities or other information approved by the NTTA to NTTA TollTag Account holders. The City shall not distribute any such information using the NTTA's patron list unless and until the NTTA has approved the materials being distributed. All confidentiality and use restrictions set forth above in this Section 4.7 shall apply to the City's use of the NTTA's patron list.

**4.8. Confidential Information.**

(a) **Defined.** "Confidential Information" as used herein shall mean the confidential and proprietary data, trade secrets, or information developed or acquired by either the NTTA or the City or any third-party provider and marked or clearly designated in writing as such. Confidential Information does not include any data or information

which (i) was in the lawful possession of the receiving party (defined below) prior to the submission thereof by the disclosing party (defined below), (ii) is later lawfully obtained by the receiving party from a third party under no obligation of secrecy, (iii) is independently developed by the receiving party, or (iv) is, or later becomes, available to the public through no act or failure to act by the receiving party.

(b) Non-Disclosure. The receiving party will keep all Confidential Information in confidence except as may otherwise be required by law or court order and will not disclose any item of Confidential Information to any person other than its employees, agents or contractors who need to know the same in the performance of their duties. The receiving party will protect and maintain the confidentiality of all Confidential Information with the same degree of care as it employs to protect its own Confidential Information. The NTTA and the City are both public governmental bodies and subject to the terms of the Texas Public Information Act, Texas Government Code Chapter 552 (the "Act"). If a party (the "receiving party") receives a third-party request for Confidential Information that has been provided by the other party (the "disclosing party"), it shall promptly notify the disclosing party of the request. Unless the disclosing party first approves disclosure of the Confidential Information in writing, the receiving party agrees to use reasonable efforts to timely request an opinion from the Texas Attorney General under the Act, on whether all or part of the requested Confidential Information must be disclosed. Pending receipt of an opinion from the Texas Attorney General, the receiving party agrees not to release the requested Confidential Information unless enjoined to do so by a court of competent jurisdiction. Upon receipt of an Attorney General opinion holding that all or some part of the requested Confidential Information shall be disclosed, the receiving party shall disclose such information to the requesting third party unless enjoined from doing so by a court of competent jurisdiction.

(c) Use of Names. A party shall not use the other party's name or the name of any employee of the other party in any advertising or endorsement without the express written permission of the other party.

(d) Applicable to Employees. Each party hereby acknowledges and agrees that each of its employees, agents, or subcontractors performing work or services under this Agreement shall agree to be bound by the terms of these confidentiality provisions.

4.9. **Audits and Records.** The NTTA and the City (and their respective suppliers, vendors, subcontractors, insurance agents and other agents that provide goods or perform services in connection this Agreement) each shall maintain, and the other shall have the right to examine, records, documents, books, accounting procedures and practices and any other supporting evidence reasonably deemed necessary to substantiate compliance with the terms of this Agreement including any modifications or amendments hereto (such documents and other materials being referred to collectively as “Records”). Such right of examination shall include reasonable access to Records and the cooperation by all personnel who have worked on or have knowledge related to the performance of this Agreement. All such Records shall be deemed to be “Confidential Information” under Section 4.8.

(a) **Inspection.** Records shall be subject to inspection and/or reproduction by the NTTA and the City, as applicable, and their respective Authorized Representatives. For purposes of this section, “Authorized Representative(s)” means, with respect to the City, its internal audit staff, contract administrative staff, and any other individuals designated in writing by the City’s Chief Executive Officer or his designee who have reasonable need to review the NTTA’s Records, and, with respect to the NTTA, its Executive Director, Director of Information Technology, Director of Toll Programs & Services, Director of Finance, legal counsel, and any other individuals designated in writing by the NTTA’s Executive Director or his designee who have reasonable need to review the City’s Records.

(b) **Retention.** Records shall be made available as described above until the expiration of three (3) years from the end of the term of this Agreement (as the same may be extended). Records that relate to appeals or litigation or settlement of claims arising out of the performance of this Agreement shall be made available for a period of three (3) years from the date of the final disposition of such appeals, litigation, or claims. Each party shall provide adequate and appropriate workspace to the other to conduct all inspections, audits and reviews. Each party shall provide the other with a reasonable advance notice of intended audit, inspections, and reviews.

(c) **Results.** If an audit or review in accordance with this section discloses overcharges or underpayments (of any nature) in excess of five percent (5%) of the proper amount to be charged or paid under the terms of this Agreement, the cost of the

audit shall be paid by the party that failed to charge or pay the proper amount, as applicable.

**4.10. Relationship of the Parties.** Nothing in this Agreement is intended to create, nor shall be deemed or construed by the parties or by any third party as creating, (1) the relationship of principal and agent, partnership or joint venture between the City and the NTTA or (2) a joint enterprise between the City, the NTTA and/or any other party. Without limiting the foregoing, the purposes for which the City and the NTTA have entered into this Agreement are separate and distinct, and there are no pecuniary interests, common purposes and/or equal rights of control among the parties hereto.

**4.11. Notices.** Any notice, request, demand, or other communication to be given by either party shall be in writing, and shall be hand delivered, sent by United States certified mail, postage prepaid, or sent by Federal Express or other national courier service, fees prepaid, and shall be addressed as follows:

If to the Authority:

If delivered by hand or air courier:

North Texas Tollway Authority  
Attn: Rick Herrington, Deputy Executive Director  
5900 West Plano Parkway, Suite 100  
Plano, Texas 75093

If mailed:

North Texas Tollway Authority  
Attn: Executive Director  
P.O. Box 260729  
Plano, Texas 75026

If to the City:

Mr. Kenneth H. Gwynn  
Director of Aviation  
Dallas Love Field  
Lock Box 16  
8008 Cedar Springs  
Dallas, Texas 75235

**4.12. Successors and Assigns.** This Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties and their legal successors. Other than as provided in

the preceding sentence, neither the City nor the NTTA shall assign or transfer its respective interests in this Agreement without the prior written consent of the other party to this Agreement, unless otherwise provided by law.

**4.13. Severability.** If any provision of this Agreement, or the application thereof to any entity or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other entities or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law. The parties agree to negotiate in good faith for a proper amendment to this Agreement in the event any provision hereof is declared illegal, invalid or unenforceable.

**4.14. Written Amendments.** Any change in the agreement, terms and/or responsibilities of the parties hereto must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by the City and the NTTA.

**4.15. Limitations.** All covenants and obligations of the City and the NTTA under this Agreement shall be deemed valid covenants and obligations of said entities, and no officer, director, or employee of the City or its owner cities (the City of Dallas and the City of Fort Worth), or the NTTA shall have any personal obligations or liability hereunder.

**4.16. Sole Benefit.** This Agreement is entered into for the sole benefit of the City, the NTTA and their respective successors, and nothing in this Agreement or in any approval subsequently provided by either party hereto shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the public in general.

**4.17. Authorization.** Each party to this Agreement represents to the other 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. Each signatory on behalf of the City and the NTTA, as applicable, represents that he or she is fully authorized to bind that entity to the terms of this Agreement.

**4.18. Non-Discrimination.** The NTTA hereby covenants that it will take all necessary action to insure that, in connection with any services it provides to the City related to this Agreement, it will not discriminate in the treatment or employment of any individual or groups

of individuals on the grounds of race, color, religion, national origin, age, sex, or handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements. In this regard, the NTTA shall keep, retain and safeguard all records relating to this Agreement or work performed hereunder for a minimum period of three years with full access allowed to authorized representatives of the Board upon request for purposes of evaluating compliance with this section.

**4.19. Force Majeure; Delays.** Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence or willful misconduct of the parties. Such events, occurrences, or causes ("Force Majeure Events") will include but not be limited to, acts of God or public enemy, strikes, lockouts, riots or civil commotion, acts of war or terrorism, earthquake, tornado, flood, fire and explosions, epidemic, hurricane, or other catastrophes, or events or conditions due to governmental law, regulations, ordinances, order of a court of competent jurisdiction, executive decree or order but the inability to meet financial obligations is expressly excluded. However, in the event of such delay(s) or nonperformance, the party so delayed shall furnish prompt written notice to the other party (including the date of inception of the force majeure event(s) and the extent to which it will affect performance) and shall undertake all efforts reasonably possible to cure the delay or nonperformance.

**4.20. Venue.** The provisions of this Agreement shall be construed in accordance with the laws and court decisions of the State of Texas, and exclusive venue for any legal actions arising hereunder shall be in Dallas County, Texas.

**4.21. Interpretation.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court, other governmental or judicial authority, or arbitrator by reason of such party having or being deemed to have drafted, prepared, structured or dictated such provision.

**4.22. Waiver.** No delay or omission by either party hereto to exercise any right or power hereunder shall impair such right or power or be construed as a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

4.23. Entire Agreement. This Agreement, including Exhibits A, B, C, and D hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no representations, understandings or agreements relative hereto which are not fully expressed in this Agreement.

4.24. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one single agreement between the parties.

4.25. Headings. The article and section headings used in this Agreement are for reference and convenience only, and shall not enter into the interpretation hereof.

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

**CITY OF DALLAS**

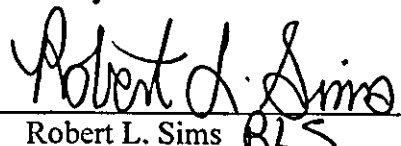
MARY K. SUHM  
Acting City Manager

By:   
Assistant City Manager

Date: March 25, 2005

**APPROVED AS TO FORM:**

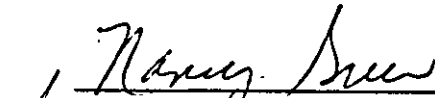
MADELEINE B. JOHNSON  
City Attorney


By:   
Robert L. Sims *RLS*  
Assistant City Attorney



ATTEST:

NORTH TEXAS TOLLWAY AUTHORITY

  
\_\_\_\_\_  
Ruby Franklin, Secretary

  
\_\_\_\_\_  
Print name: Allan Rutter  
Print title: Int. Executive Dir.

APPROVED AS TO FORM:  
Locke Liddell & Sapp LLP,  
General Counsel to the NTTA

Date: 3-31-05

By:   
\_\_\_\_\_  
James T. Rain

EXHIBIT A  
Schedule of the Equipment

(follows this cover page)

**Exhibit A  
Equipment List  
Parking Equipment (15 Lanes)**

Line	Entry Lanes Qty 7		Exit Lanes Qty 5		Crossover Lanes Qty 3		Spares	Total Qty	Mfg.	Mfg. Part #	Description
	qty/	ttl	qty/	ttl	qty/	ttl					
1	1	7	1	5	1	3		15	Amtech	AI 1200	Reader Logic Board (new)
2	---	14	---	10	---	6		30	Opto 22	IOC5	G1 Input Module
3	---	14	---	10	---	6		30	Opto 22	ODC5	G1 Output Module
4	---	7	---	5	---	3		15	Amtech	AR 2200	RF Module
5	---	7	---	5	---	3		15	Amtech	AA 3152	Universal Toll Antenna
6	0	0	0	0	0	0		0	Amtech		Parapanel Antenna
7	---	7	---	---	---	---		7	TransCore		Entry A & B Antenna Bracket & Hardware
8	---	---	---	---	---	3		3	TransCore		LVL 1 & 4 c/o Antenna Bracket & Hardware
9	---	---	---	5	---	---		5	TransCore		Exit Antenna Bracket & Hardware
10	---	7	---	5	---	3		15	TransCore		Antenna Pole & Hardware
11	20	140	20	100	20	60		300	Belden		9774 RF Cable (ft)
12	25	175	10	50	25	75		300	Andrew	FSJ4-50	RF Coax (ft)
13	---	14	---	10	---	6		30	Andrew		RF Coax Connectors, N-type Male
14	200	1400	400	2000	200	600		4000	Belden		Comm Cable, 2 Pr
15	1	7	1	5	1	3		15			Miscellaneous
16	---	14	---	10	---	6		30	Opto 22	G4ODC5	G4 Output Module
17	---	7	---	5	---	3		15	Grayhill	72-PMO-3	Promux board
18	---	7	---	5	---	3		15	Grayhill	70RCK8	8 channel opto rack
19	0	0	1	5	0	0		5	IEE		Operator Display
20	---	7	---	10	---	3		25	Telebyte	Model 8323	RS232 - RS422 converter, opto isolated
21	---	7	---	5	---	3		20	Telebyte	Model 22NX	RS422 Lightning/Surge Protector
22	---	7	---	10	---	3		25	etc	new	Adapter Cable for Comm Converter
23											
24	2		1		1			4			Lane Controller, Rack-mount, Failover Configuration
25	4		2		2			8	Portwell	PRC-2193P-06V4-30X	Rack-mount PC
26	---	---	---	---	---	---		---			- Included
27	---	---	---	---	---	---		---			- Celeron 566 MHz CPU/ROBO 698 SBC
28	---	---	---	---	---	---		---			- Included
29	---	---	---	---	---	---		---			- AMI BIOS
30	---	---	---	---	---	---		---			- 128 MB 100 MHz RAM
31	---	---	---	---	---	---		---			- 40 GB Hard Drive
32	---	---	---	---	---	---		---			- 1.44 MB Floppy Drive
33	---	---	---	---	---	---		---			- 300 W PS
34	0		0		2			2			Lane Controller, Shelf-mount, Failover Configuration
35	---	---	---	---	---	---		---			Chassis PC
36	---	---	---	---	---	---		---			- Included
37	---	---	---	---	---	---		---			- Celeron 566 MHz CPU/ROBO 698 SBC
38	---	---	---	---	---	---		---			- AMI BIOS
39	---	---	---	---	---	---		---			- 128 MB 100 MHz RAM
40	---	---	---	---	---	---		---			- 40 GB Hard Drive
41	---	---	---	---	---	---		---			- 1.44 MB Floppy Drive
42	---	---	---	---	---	---		---			- 250 W PS
43	4		2		4			10	Any	18 AWG	Misc Computer
44	4		2		4			10	Any	Straight Through	Power Cord, 10 ft, w/Female IEC plug
45	4		2		4			10	Any	Straight Through	Serial Cable, D-Sub 9 Pin Male to Female, 3 ft
46	4		2		4			10	Denichi Computer Devices	HDD-SNT102ATA	VGA extender cable, 6ft
47	4		2		4			10	Control	99125-0	Hard Drive Carrier
48	2		1		1			4	Control	97100-9	Rocketport PCI 16
49	4		2		4			10		QNX 4 25	RS232/422 Interface Box with Surge Protection DB25
50											Operating System
51											
52	2		1		1			4	ETC	7900-0017	Lane Controller Rack Equipment
53	0		1		0			1	Sharkrack		Serial Failover Module, Rack-mount, 2U
54	6		3		3			12	Accuade	C2907-20D	SharkRack
55	0		1		2			3	APC	SUA1500RM2U	Slide-Out Rack Rails - Pair w/brackets
56	2		0		0			2	APC	SU3000RMXL3U	UPS, 1500VA, Rackmount, 2U
57											UPS, 3000VA, Rackmount, 2U
58											
59	1		0		1			2	EIC	AL423224RFR	Lane Equipment
60	1		0		1			2	TransCore	Custom	Enclosure, 42x32x24 w/Rack Rails
61	1		0		0			1	EIC	VFF-002	Floor Stand
62	0		0		1			1	EIC		Fan & Filtered Vent
63	1	7	1	5	1	3		15	Hoffman		Air Conditioner
64	1	7	1	5	1	3		15	APC	SUA750	Lane Equipment Enclosure
65	7		5		3			15	ETC		UPS, 750VA, Towermount, 6"x5"x14"
66	1	7	1	5	1	3		15	IPD	REL-110	Lane Equipment Panel, Assembled
67	1	7	1	5	1	3		15	IPD	REL-70	Power supply, 15vdc
68	7		5		3			15	ETC		Power supply, 5/12/24vdc
69	7		5		3			15	US Traffic		Reader Interface
70	7		5		3			15	ETC		Loop Detector, 2 Channel
71	7		5		3			15	ETC		Loop Detector Interface board

**Exhibit A  
Equipment List  
Ground Transportation Equipment (7 Lanes)**

Line	GT Entry Lanes Qty 4		GT Exit Lanes Qty 3		Spares	Total Qty	Mfg.	Mfg. Part #	Description
	qty/	ttl	qty/	ttl					
1	---	2	---	2		4	Amtech	AI 1200	Reader Logic Board (new)
1	---	4	---	4		8	Opto 22	IDC5	G1 Input Module
2	---	4	---	4		8	Opto 22	ODC5	G1 Output Module
3	---	2	---	2		4	Amtech	AR 2200	RF Module
4	---	4	---	3		7	Amtech	AA 3152	Universal Toll Antenna
5	---	4	---	3		7	TransCore		Gantry Antenna Bracket & Hardware
6	100	400	100	300		700	Belden	9774	IF Cable (ft)
7	100	400	100	300		700	Andrew	FSJ5-50A	7/8" Low Loss RF Cable (ft)
8	---	8	---	6		14	Andrew		RF Coax Connectors, N-type Male
9	100	400	100	300		700	Belden		Comm Cable, 2 Pr
10	1	4	1	3		7			Miscellaneous
11	---	2	---	0		2	Telebyte	Model 8323	RS232 - RS422 converter, opto isolated
12	---	0	---	4		4	American Fibertek		Serial to Fiber Converter, Multi-mode
13	---	2	---			2	Telebyte	Model 22NX	RS422 Lightening/Surge Protector
14	---	2	---	4		6	etc	new	Adapter Cable for Comm Converter
15									
16	---	1	---	1		2			Lane Controller, Rack-mount, Failover Configuration
17	---	2	---	2		4	Portwell	PRC-2193P-06V4-30X	Rack-mount PC
18	---	---	---	---		---	- Included		- Celeron 566 MHz CPU/ROBO 698 SBC
19	---	---	---	---		---	- Included		- AMI BIOS
20	---	---	---	---		---	- Included		- 128 MB 100 MHz RAM
21	---	---	---	---		---	- Included		- 40 GB Hard Drive
22	---	---	---	---		---	- Included		- 1 44 MB Floppy Drive
23	---	---	---	---		---	- Included		- 300 W PS
24									
25									Misc Computer
26	---	2	---	2		4	Any	Straight Through	Serial Cable, D-Sub 9 Pin Male to Female, 3 ft
27	---	2	---	2		4	Any	Straight Through	VGA extender cable, 6ft
28	---	2	---	2		4	Denichi Computer Devices	HDD-SNT102ATA	Hard Drive Camer
29	---	2	---	2		4	Control	99125-0	Rocketport PCI 16
30	---	2	---	2		4		QNX 4.25	Operating System
31									
32	1		1						Lane Controller Rack Equipment
33	---	1	---	1		2	ETC	7200-00XX	Terminal Block Assembly
34	---	1	---	1		2	ETC	7900-0017	Serial Failover Module, Rx-mnt, 2U
35	---	1	---	1		2	Control	97100-9	RS232/422 Interface Box with Surge Protection DB25
36	---	3	---	3		6	Accuride	C2907-300	Slide-Out Rack Rails - Pair w/brackets
37									
38									Lane Equipment
39	---	2	---	2		4	ETC		Lane Equipment Panel, Assembled
40	---	2	---	2		4	IPD	REL-110	Power supply, 15vdc
41	---	2	---	2		4	ETC		Reader Interface
42	---	2	---	1		3	EIC	AL423224RFR	Enclosure, 42x32x24 w/Rack Rails
43	---	2	---	1		3	TransCore	Custom	Floor Stand
43	---	2	---	0		2	EIC	VFF-002	Fan & Filtered Vent
44	---	0	---	1		1	EIC		Air Conditioner
45	---	0	---	1		1	Sharkrack		SharkRack
46	---	1	---	1		2	APC	SUA1500RM2U	UPS, 1500VA, Rackmount, 2U
47	---	1	---	1		2	APC	SU3000RMXL3U	UPS, 3000VA, Rackmount, 2U

**Exhibit A  
Equipment List  
Taxi Equipment (6 lanes)**

Line	Taxi Q Lanes Qty: 3		Rem Taxi Lanes Qty: 3		Spares	Total Qty	Mfg.	Mfg. Part #	Description
	qty/	ttl	qty/	ttl					
1	---	2	---	2		4	Amtech	AI 1200	Reader Logic Board (new)
2	---	4	---	4		6	Opto 22	IDC5	G1 Input Module
3	---	4	---	4		8	Opto 22	ODC5	G1 Output Module
4	---	2	---	2		4	Amtech	AR 2200	RF Module
5	---	3	---	3		6	Amtech	AA 3152	Universal Toll Antenna
6	---	3	---	3		6	TransCore		Antenna Pole & Hardware
7	150	450	50	150		600	Belden	9774	IF Cable (ft.)
8	30	90	30	90		180	Andrew	FSJ4-50	RF Coax (ft)
9	---	6	---	6		12	Andrew		RF Coax Connectors, N-type Male
10	150	450	50	150		600	Belden		Comm Cable, 2 Pr
11	---	3	---	3		6			Miscellaneous
12	---	6	---	6		12	Opto 22	G4ODC5	G4 Output Module
13	---	3	---	3		6	Grayhill	72-PMO-3	Promux board
14	---	3	---	3		6	Grayhill	70RCK8	8 channel opto rack
15	---	5	---	5		10	American Fibertek		Serial to Fiber Converter, Single mode
16									
17	---	1	---	1		2			Lane Controller, Shelf-mount, Failover Configuration
18	---	2	---	2		4	Portwell		Chassis PC
19	---	---	---	---		---	- Included		- Celeron 566 MHz CPU/ROBO 698 SBC
20	---	---	---	---		---	- Included		- AMI Bios
21	---	---	---	---		---	- Included		- 128 MB 100 MHz RAM
22	---	---	---	---		---	- Included		- 40 GB Hard Drive
23	---	---	---	---		---	- Included		- 1 44 MB Floppy Drive
24	---	---	---	---		---	- Included		- 250 W PS
25									
26									Misc Computer
27	---	2	---	2		4	Any	Straight Through	Serial Cable, D-Sub 9 Pin Male to Female, 3 ft
28	---	2	---	2		4	Any	Straight Through	VGA extender cable, 6ft
29	---	2	---	2		4	Control	99125-0	Rocketport PCI 16
30	---	2	---	2		4	Control	97100-9	RS232/422 Interface Box with Surge Protection DB25
31	---	2	---	2		4		QNX 4 25	Operating System
32									
33									Traffic Control
34	---	2	---	3		5	Magnetic Autocontrol	MIB40	Car Park Barrier
35	---	---	---	1		1			VMS traffic sign
36									
37									Lane Equipment
38	1	3	1	3		6	ETC	xxxxx	Lane mounted terminal rail
39	---	1	---	1		2	ETC	7900-	Serial Failover Module, Panel-mount
40	1	3	1	3		6	ETC	xxxxx	Lane Equipment Panel, Assembled
41	---	2	---	2		4	IPD	REL-110	Power supply, 15vdc
42	---	3	---	3		6	IPD	REL-70	Power supply, 5/12/24vdc
43	---	2	---	2		4	Hoffman		RF Module enclosure
44	---	1	---	1		2	EIC	AL423224RFR	Enclosure, 42x32x24 NON-RACKMOUNT
45	---	1	---	1		2	TransCore	Custom	Floor Stand
46	---	1	---	1		2	EIC		Air Conditioner
47	---	1	---	1		2	APC	SUA1500RM2U	UPS, 1500VA, Rackmount, 2U

Exhibit A  
Equipment List  
Hosts & Network Equipment

Line	Item Qty	Spares	Total Qty	Mfg.	Mfg. Part #	Description
1	2		2			Host
2	2		2			Host Computer - Dell Poweredge 2650
3	2		2			- 2xCPU, 3.2 GHz, 2MB Cache Xeon Processors
4	2		2			- 6 GB RAM
5	2		2			- PERC-3 DI Card
6	2		2			- 5 x 146 GB HDD ( 580 GB Usable )
7	2		2			- Dual On-board NICs
8	2		2			- Dual Redundant AC Power
9	2		2			- 3 Yr 24x7 4 hour Onsite Support
10	2		2			- Windows 2003 Server Enterprise Edition
11						
12	2		2			Host Computer - Dell Poweredge 1750
13	2		2			- 2xCPU, 3 GHz, 1 MB Cache Xeon Processors
14	2		2			- 2 GB RAM
15	2		2			- PERC-4 DI Card
16	2		2			- 3x73 GB HDD ( 140 GB Usable )
17	2		2			- Dual On-board NICs
18	2		2			- Dual Redundant AC Power
19	2		2			- 3 Yr 24x7 4 hour Onsite Support
20	2		2			- Windows 2000 Server Standard Edition
21	2		2	APC	SU3000RMXL3U	UPS, 3000VA, Rackmount, 3U
22	1		1	Dell		Dell Rack
23						Network Equipment
24			1	Cisco	Cisco 1721	Router
			1		WIC1DSUT1=	CSU/DSU Card for 1721
25	5	1	6			10/100 Hub/Switch
26	4	1	5			Converter, 100 Mb to Multi-mode Fiber
27	2	1	3			Converter, 100 Mb to Single-mode Fiber
28	8	2	10			Fiber Patch Cords
29	35	5	40			RJ 45 Patch Cords

EXHIBIT B  
Required Insurance

1. Worker's Compensation with statutory limits; Employer's Liability with minimum limits for bodily injury: (a) by accident, \$100,000 per each accident; (b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate.
3. Business Automobile Liability Insurance covering owned, hired, and non-owned vehicles, with minimum combined bodily injury (including death) and property damage limit of \$500,000 per occurrence.
4. Additional Requirements as to Each Insurance Policy
  - a. The insurance policy must name the City of Dallas and its officers, employees and elected representatives as additional insureds as to all coverages, using endorsement CG 2026.
  - b. The insurance policy must state that coverage shall not be canceled, nonrenewed or materially changed except after thirty (30) days' written notice to:

Mr, Kenneth H. Gwyn  
Director of Aviation  
Dallas Love Field  
Lock Box 16  
8008 Cedar Springs  
Dallas, Texas 75235

and to:

Assistant Director  
Risk Management Division  
Human Resources Department  
1500 Marilla, 6A-South  
Dallas, Texas 75201
  - c. The insurance policy should waive subrogation against the City of Dallas, its officers and employees, for bodily injury (including death), property damage or any other loss.

- d. The insurance policy should provide that the NTTA's and/or its contractors' insurance is primary insurance with respect to the City, its officers, employees and elected representatives.
- e. The insurance policy should provide that all provisions of the interlocal agreement concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- f. The insured shall provide the City with a certificate of insurance that identifies the service or product being provided and names the City's Department of Aviation as the certificate holder.



EXHIBIT C

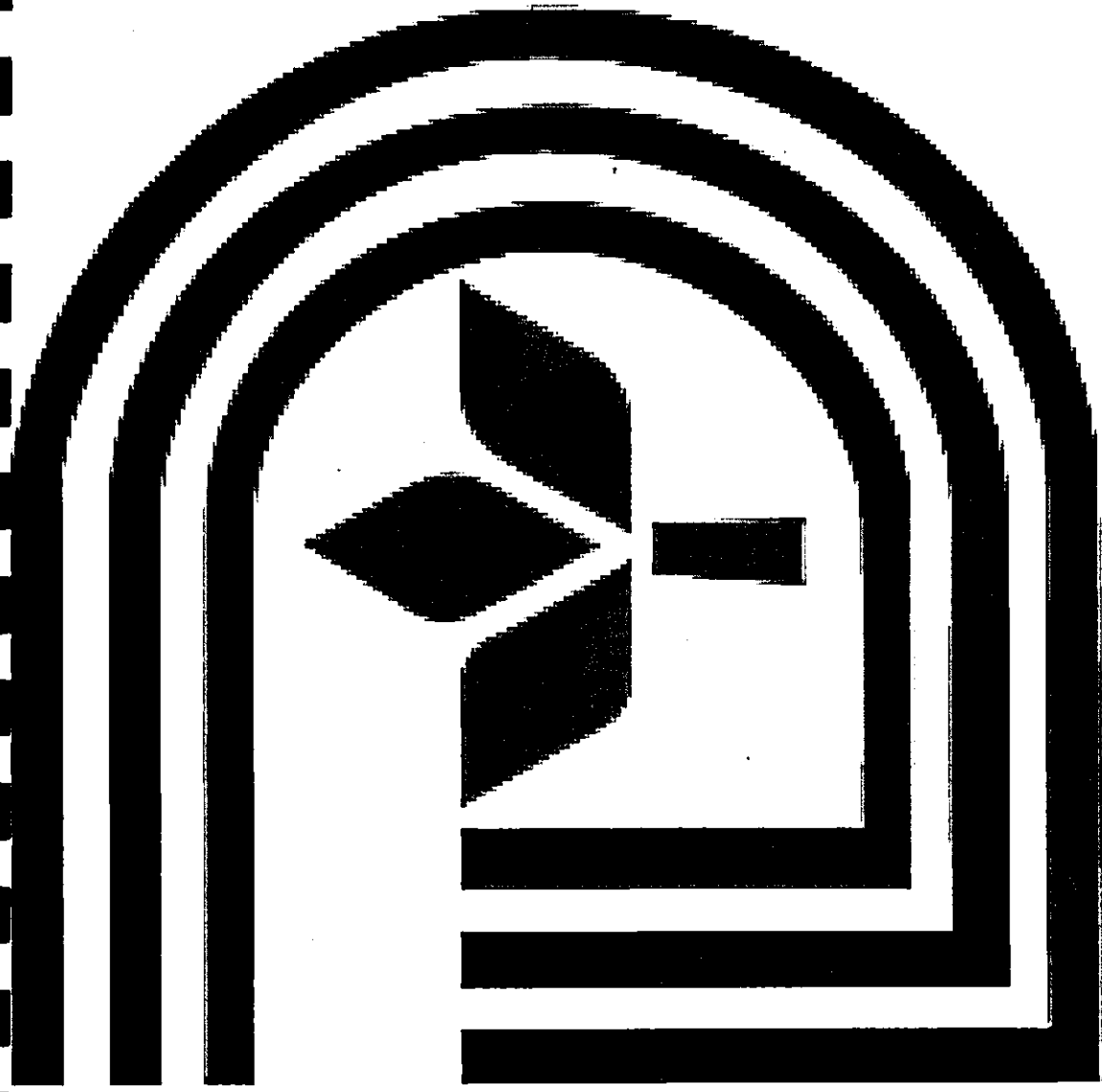
The NTTA Mark



EXHIBIT D

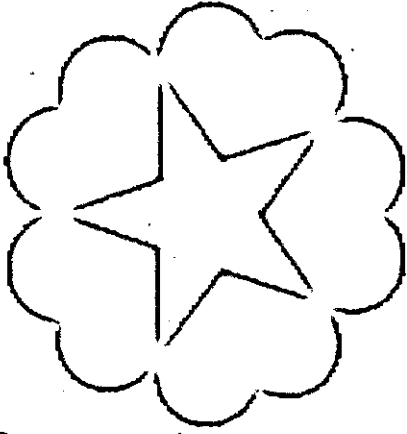
The Love Field Mark  
and the City Mark

(follows this cover page)



**City of Dallas**

LOVE  
DALLAS  
FIELD





**NORTH TEXAS TOLLWAY AUTHORITY**

## INTEROFFICE MEMORANDUM

**TO:** J.C. Wood, Karen Madison-Ponds, Armando Garza, JacQue Lyons, Keith Nelson, Alisha Wickens, Frank Stevenson, LLS, and John Becker, HNTB

**DATE:** April 14, 2005

**FROM:** Nancy L. Greer

**SUBJECT:** Contract Number Assignment

---

**Contract No.** DNT 571

**Description:** Clearinghouse at Love Field

**Contractor Name:** ILA City of Dallas

**Fee:** \$

**Board Resolution No.**

**Date:**

**Project:**

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> PGBT              | <input type="checkbox"/> PGBT-W            | <input type="checkbox"/> PGBT-E            |
| <input type="checkbox"/> DNT               | <input type="checkbox"/> MCLB              | <input type="checkbox"/> AATT              |
| <input type="checkbox"/> Extension-Phase 3 | <input type="checkbox"/> S.W. Turnpike     | <input type="checkbox"/> SH121T Collin Co. |
| <input type="checkbox"/> Trinity Parkway   | <input type="checkbox"/> Capital Plan 2000 |  |

**Fund:**

- |                                   |                                   |                                   |
|-----------------------------------|-----------------------------------|-----------------------------------|
| <input type="checkbox"/> 89 CF    | <input type="checkbox"/> 90 CF    |                                   |
| <input type="checkbox"/> 94 CF    | <input type="checkbox"/> 95 CF    | <input type="checkbox"/> 98 CF    |
| <input type="checkbox"/> DNT-RMF  | <input type="checkbox"/> DNT-CIF  | <input type="checkbox"/> DNT-OMF  |
| <input type="checkbox"/> MCLB-RMF | <input type="checkbox"/> MCLB-SRF | <input type="checkbox"/> MCLB-OMF |
| <input type="checkbox"/> FSF      |                                   |                                   |