

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 16-009

**APPROVE A NEW INTEROPERABILITY AGREEMENT THAT ALLOWS
FOR OUT OF STATE PARTICIPATION AND ADJUSTS THE EXISTING
INTEROPERABILITY FEE STRUCTURE**

WHEREAS, by Resolution No. 07-39, approved July 25, 2007, the Board of Directors ("Board") authorized the Executive Director to execute an Interlocal Agreement (the "ILA") to insure continuing interoperability with toll systems operated by the Texas Department of Transportation, Harris County, and the North Texas Tollway Authority; and

WHEREAS, by Resolution 11-017, approved March 30, 2011, the Board approved an amendment to the ILA to reduce the base transaction fee established by Appendix A to the ILA to a fee of less than eight percent (8%) of the posted toll amount, and to execute any amendment to the ILA or other documents necessary to evidence agreement and adoption by the Board of a reduced transaction fee recommended by the Statewide Interoperability Committee; and

WHEREAS, the Fort Bend Grand Parkway Toll Road Authority became a party to the ILA through the execution of a Counterpart Interlocal Agreement on or about October 29, 2013; and

WHEREAS, the Kansas Turnpike Authority and the Oklahoma Turnpike Authority operate toll projects in, respectively, the State of Kansas and the State of Oklahoma.

WHEREAS, the Mobility Authority staff has negotiated a proposed interoperability agreement with the Texas Department of Transportation, Harris County, North Texas Tollway Authority, and the Fort Bend Grand Parkway Toll Road Authority (collectively the "Original Parties") and the Kansas Turnpike Authority and the Oklahoma Turnpike Authority (the "Interoperability Agreement"); and

WHEREAS, the Interoperability Agreement changes the structure of how toll collection fees are calculated from a straight 8% of collected revenue to a fee of \$.05 per transaction plus 3% of collected revenue; includes an annual maintenance fee for system hardware and software which was previously part of a separate agreement; and sets forth the parties mutual agreements concerning the interoperability of their respective toll-collection transponders on each other's toll projects in Texas, Kansas, and Oklahoma with the ability to add other agencies in the future;

NOW THEREFORE, BE IT RESOLVED, that the Board hereby approves this new Interoperability Agreement and authorizes the Executive Director to finalize negotiations and execute the Interoperability Agreement in the form or substantially the same form attached to this resolution as Exhibit 1.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of February, 2016.

Submitted and reviewed by:



Geoffrey S. Petrov, General Counsel

Approved:



Ray A. Willerson
Chairman, Board of Directors

Exhibit 1

**AGREEMENT REGARDING
INTEROPERABILITY OF TOLL SYSTEMS AND TRANSPONDERS**

THIS AGREEMENT REGARDING INTEROPERABILITY OF TOLL SYSTEMS AND TRANSPONDERS (this "Agreement") is entered into by the Original Parties (hereinafter defined), the Kansas Turnpike Authority ("KTA"), an instrumentality of the State of Kansas, and the Oklahoma Turnpike Authority ("OTA"), an instrumentality of the State of Oklahoma.

Recitals

- A. The North Texas Tollway Authority ("NTTA"), a regional tollway authority; the Texas Department of Transportation ("TxDOT"), an agency of the State of Texas; Harris County ("Harris County"), a body corporate and politic under the laws of the State of Texas; the Central Texas Regional Mobility Authority ("CTRMA"), a regional mobility authority; and Fort Bend Grand Parkway Toll Road Authority ("GPTRA"), a body corporate and politic under the laws of the State of Texas, which are collectively referred to in this Agreement as the "Original Parties," each operate toll projects in the State of Texas. TxDOT, NTTA, and Harris County entered into a Memorandum of Understanding (Interoperability) dated the 23rd of November, 2004 (the "Interoperability MOU"), setting out the Original Parties' agreements concerning the interoperability of the Original Parties' toll-collection transponders on each others' toll projects in the State of Texas.
- B. KTA and OTA operate toll projects in, respectively, the State of Kansas and the State of Oklahoma. The Original Parties and KTA and OTA desire to enter into this Agreement to set forth their mutual agreements concerning the interoperability of the their respective toll-collection transponders on each others' toll projects in Texas, Kansas, and Oklahoma through a direct connection to the Central US interoperability hub ("Central US IOP Hub").
- C. The Original Parties, KTA, and OTA anticipate that in the future additional governmental toll-project entities may desire to become parties to this Agreement and connect to the Central US IOP Hub, and this Agreement includes terms and procedures for adding additional entities to this Agreement.
- D. The Original Parties are entering into this Agreement pursuant to Section 228.003, Texas Transportation Code, and Chapter 791, Texas Government Code. KTA is created and authorized to enter into this Agreement pursuant to Kansas Statutes 68-2003, *et seq.* OTA is created and authorized to enter into this Agreement pursuant to 69 Oklahoma Statutes, §§1701 *et seq.*

Agreement

NOW, THEREFORE, in consideration of the mutual agreements and promises made by the Parties to each other, and to ensure the interoperability of toll collection systems on turnpikes, toll roads, managed lanes, toll bridges and other tolled facilities (and in connection with other transportation-related payment collection systems, if subsequently agreed by the Parties), the Parties hereby agree as follows:

I. PARTIES, PROVIDERS, AND SUBSCRIBERS:

A. Parties. The Original Parties, KTA, OTA, and such other governmental entities that are hereafter accepted and bound under the terms of this Agreement as further described below in Section VII – Additional Parties and in Attachment A, are each individually called a “Party,” and are collectively called the “Parties” under this Agreement. To qualify to be a Party, an entity must: (1) operate one or more toll roads, toll bridges, or other toll facilities, (2) connect directly (and not as a contractor of any other entity or through rights derived from another entity or through any other indirect connection) to the Central US IOP Hub, (3) be a governmental agency or entity, including a federal agency, an agency of a state, or a political subdivision, and (4) satisfy all criteria established by the Interoperability Committee (hereinafter defined) to ensure that such Party is capable of meeting the Interoperability Business Requirements and the requirements of the ICDs promulgated by the Interoperability Committee. Each Party shall have a representative on the Interoperability Committee.

B. Provider. As used in this Agreement, the term “Provider” means a Party that maintains a minimum of 200,000 active customer transponder accounts for the electronic collection of tolls.

C. Subscriber. As used in this Agreement, the term “Subscriber” means a Party that does not maintain a minimum of 200,000 active customer transponder accounts.

II. INTEROPERABILITY:

A. Interoperability and Interoperable. For the purposes of this Agreement, “interoperability” and “interoperable” shall be defined, and be deemed achieved, as follows:

1. Transponders can be Read on all Facilities. The transponders utilized or to be utilized by any one Party can be read by, and are fully functional with, the transponder technologies utilized by all other Parties; and

2. All Facilities Can Read All Transponders. Conversely, the transponder technology utilized or to be utilized by any one Party can read and properly process the transponders utilized by all other Parties; and

3. Nondiscriminatory and Seamless to all Patrons on all Facilities. The patrons of any one Party can utilize their transponders on all other Parties’ facilities in a manner that is nondiscriminatory (that is, tolls and charges are identical to those assessed the transponder patrons of the owner/operator of the facility) and seamless (that is, subject to the terms of this Agreement, including the concluding sentence of Section II.B. and Section II.D below, the patron is able to use his/her transponder on the facilities of the Parties that did not issue the transponder to the patron without applying for and maintaining an account with the owner/operator of those facilities).

B. Advancement of Interoperability. In their (1) development and implementation of transponder technologies for their facilities, (2) promulgation of rules or standards, and (3) contracting with other toll authorities or with vendors, the Parties agree to support and advance the interoperability (as defined above) of their electronic toll collection systems. To that end, the Parties shall each issue only transponders that are interoperable (as defined above) with the transponder technologies utilized by all other Parties, and each Party will utilize a transponder technology on its facilities that ensures the interoperability (as defined above) of the transponders issued by all other Parties.

C. Continuing Cooperation and Dialogue. The Parties shall work collaboratively in the evaluation and implementation of new transponder technologies and in their migration from existing to new technologies so as to support and advance interoperability (as defined above).

D. No Limitations on Vendors, Technologies, Etc. Nothing contained in this Agreement shall obligate the Parties to utilize any particular vendor, technology, transponder or system, provided that the provisions hereof are satisfied.

E. Limited Exceptions. Notwithstanding the foregoing provisions in this Section II, the Parties' acknowledge and agree that neither KTA nor OTA is currently or will in the future be required to recognize American Trucking Associations (ATA) transponder protocols. In addition, the Parties agree to comply with the provisions regarding OTA's "System Match and System Reclassification Transactions" set out in Attachment E attached hereto and made a part of this Agreement for all purposes.

III. STATEMENT OF SERVICES TO BE PERFORMED:

The services to be performed include the formation and operation of an "Interoperability Committee," as well as collaboration and coordination of efforts to promote and achieve Interoperability (defined herein as set forth in the incorporated provisions of the Interoperability MOU, modified to include all Parties to this Agreement). The Parties recognize that although current interoperability practices are transponder based, future interoperability opportunities during the term of this Agreement may include non-transponder based options and the Parties agree to work together to incorporate one or more of these options at the appropriate time, understanding that all Parties will not necessarily implement such non-transponder based options simultaneously and that a Party may elect to not implement such non-transponder based options based upon technical or financial limitations.

IV. CONTRACT PAYMENT:

Notwithstanding anything to the contrary contained in this Agreement, nothing herein shall impose an obligation on any Party that would be considered a debt (as that term is used in the applicable state Constitutions of the respective governmental Parties) or that exceeds that Party's authority to assume such obligation under applicable law or its current agreements with its bondholders.

V. TERM OF AGREEMENT:

This Agreement is effective and begins (A) with respect to the Original Parties, OTA, and KTA, when fully executed by such Parties, and the effective date of this Agreement for such purpose (the "Effective Date") shall be the last date entered in the signature blocks for those Parties, and (B) with respect to any other Additional Party, when fully executed by such Additional Party following the satisfaction of all prerequisites for becoming a Party, as set forth in Section VII. Any Party may withdraw from this Agreement as provided below. Upon withdrawal of a Party, this Agreement shall remain in effect as to the remaining parties (the "Remaining Parties"), and the Agreement shall be terminated only as to the Party that delivers a withdrawal notice as provided below. This Agreement shall terminate as to all Parties upon the expiration of a period of five (5) years from the date it becomes effective, provided that absent the written agreement to the contrary of a supermajority of the then-current Parties not less than one hundred twenty (120) days prior to the fifth (5th) anniversary of its effective date, this Agreement shall be automatically extended for an additional five-year term. The Agreement shall be automatically extended for a second additional five-year term utilizing the same process described in this paragraph utilizing the fifth (5th) anniversary of the effective date of the first additional five-year term.

Although a Party may at any time propose modifications to the Agreement and Business Rules, the Parties shall review the terms of the Agreement and Business Rules prior to the first and second additional five-year terms for consideration of changes based upon the then current interoperability landscape, tolling business practices, etc.

Any Party may withdraw from and terminate its participation in this Agreement at any time with or without cause effective one hundred and twenty (120) days after that Party provides written notice of its intent to terminate to all other Parties. Such termination shall not release either the terminating or Remaining Parties from any liability for events occurring or obligations arising prior to the date of the termination. Further, the terminating Party shall be liable to the Remaining Parties for any costs they reasonably incur directly as a result of the terminating Party's withdrawal (subject to the right of any other Party to waive or modify such liability to such Party in its sole and absolute discretion). Such costs could include: costs to remove the terminating Party's connectivity from the Central US IOP Hub and from each of the Remaining Parties' systems; costs of preparing and implementing new or modified signage and electronic and printed materials; and costs to notify customers that transactions on the terminating Party's roadways are no longer interoperable. Each of the Remaining Parties may negotiate directly with the terminating Party on the costs to be reimbursed by the terminating Party. The terminating Party is obligated to and is solely responsible for notifying its customers that they are no longer interoperable with the Remaining Parties.

A Party's rights under this Agreement may be terminated by the Interoperability Committee for cause due to such Party's being in default of its obligations under this Agreement (in which case such Party would also be responsible for the costs described in the preceding paragraph), after 60 days' notice and opportunity to cure such default. A default hereunder shall include, without limitation, a Party's material failure to abide by the this Agreement or the Interoperability Business Requirements, ICDs, interoperability standards, or other rules and standards established by the Interoperability Committee, or a Party's failure to pay, when and as due, costs and fees for which such Party is responsible.

VI. LEGAL AUTHORITY AND INCLUDED ATTACHMENT AND APPENDICES:

This Agreement is entered into by the Parties under the authority granted to them by their respective states, and each Party represents to the other Parties that it has all required legal authority and is authorized to enter into and perform its obligations under this Agreement.

The Board of Directors of NTTA, by resolution dated _____, has authorized NTTA to enter into this Agreement and perform its obligations hereunder **(Appendix C)**.

The Commissioners Court of Harris County, by order dated _____, has authorized Harris County to enter into this Agreement and perform its obligations hereunder **(Appendix D)**.

The Board of Directors of CTRMA, by resolution dated _____, has authorized CTRMA to enter into this Agreement and perform its obligations hereunder **(Appendix E)**.

The Commissioners Court of Fort Bend County, by order dated _____, has authorized GPTRA to enter into this Agreement and perform its obligations hereunder **(Appendix F)**.

The Board of Directors of KTA, by resolution dated _____, has authorized KTA to enter into this Agreement and perform its obligations hereunder **(Appendix G)**.

The Authority Members of OTA, by approval of agenda item number 152 dated December 1, 2015, has authorized OTA to enter into this Agreement and perform its obligations hereunder **(Appendix H)**.

The Texas Transportation Commission by resolution dated _____, has authorized TxDOT to enter into this Agreement and perform its obligations hereunder **(Appendix I)**.

This Agreement incorporates the provisions of its several attachments and appendices, including (A) **Attachment A**, which sets forth in greater detail the Parties' agreements hereunder, (B) **Appendix A**, which sets forth an initial schedule of Transaction Fees and other provisions regarding modifications thereof, and (C) **Appendix B** which sets forth the Interoperability Business Requirements (including Interface Control Documents attached thereto). All Attachments and Appendices to this Agreement are incorporated into and made a part of the Agreement for all purposes. Any capitalized term used in this Agreement or in **Attachment A** that is not expressly defined herein shall have the meaning given to that term under the Interoperability Business Requirements.

VII. ADDITIONAL PARTIES:

Additional toll entities may hereafter desire to enter into this Agreement and be bound by and enjoy the benefits set forth herein. If a supermajority of the Interoperability Committee (as defined in Section VIII) determines that a toll entity desiring to enter into this Agreement (A) satisfies all criteria established by the Interoperability Committee to ensure that the subject toll entity is capable of meeting the Interoperability Business Requirements and the requirements of the interface control documents promulgated by the Interoperability Committee, (B) meets the requirements to be a Party (either a Provider or Subscriber, as applicable), as set out in Section I, (C) has paid reasonable costs of testing, analysis, integration, and other costs as determined by the Interoperability Committee, and (D) satisfies any other criteria that the Interoperability Committee may establish from time to time in accordance with the terms of this Agreement, then, upon the toll entity's (x) delivery to the Interoperability Committee of evidence that all necessary action has been taken by the toll entity's governing body to authorize its entry into this Agreement, and (y) execution of this Agreement by such toll entity, the toll entity shall enter into this Agreement and become a Party hereto and will operate as a Provider or Subscriber, as applicable. No additional action by the governing body of any other Party shall be required in order for a toll entity to become an additional Party. In connection with this process, the Interoperability Committee and the additional Party shall utilize the forms set forth at **Appendix J** (form of Counterpart Agreement for Adding New Parties) and **Appendix K** (form of Certification of New Party).

VIII. INTEROPERABILITY COMMITTEE:

The "Interoperability Committee" is a body consisting of one representative from each of the Providers (the "Provider Representatives") and one representative from each of the Subscribers (the "Subscriber Representatives"). Parties which submit or are anticipated to submit less than 750,000 interoperable transactions a year directly to the Central US IOP Hub and representatives from other regional hubs are not eligible to be part of the Interoperability Committee. Transactions submitted through another interoperability hub do not count towards the 750,000 threshold. The Interoperability Committee shall formulate and serve as the custodian of all interoperability business rules, interoperability interface control documents, and interoperability standards applicable to interoperable toll entities and shall be solely responsible for evaluating any proposed amendment to such rules, documents and standards, including any proposed amendment requested by a toll entity desiring to be accepted as an additional Party to this Agreement. The Provider Representatives will have a vote on all matters that come before the committee,

including, but not limited to, the exclusive authority to vote on interoperability fee matters. The Subscriber Representatives will (A) be invited to all meetings, receive all meeting materials, and fully participate in all discussions and (Bi) have a vote on all matters that do not involve interoperability fees. The presiding officer for the Interoperability Committee will be its Chair, as selected by a majority of the Provider and the Subscriber Representatives voting as a single body. No Provider or Subscriber Representative may serve as Chair for more than two (2) consecutive years. The Interoperability Committee shall adopt procedures or other operational documents to further set forth its meeting requirements (e.g., method and timing of notice, determination of a quorum) and method of governance (e.g., additional officers, functions and terms of officers, etc.). The Interoperability Committee shall, among other things, set the performance requirements for inclusion of new Providers and Subscribers; determine the maintenance fees, if any, that shall be paid by all Parties; determine if and how costs will be apportioned among the Parties for the procurement, maintenance, and upgrades to software and new equipment; and resolve any disagreements concerning the appropriate amount of costs to be paid by any withdrawing Party as described in Section V of this Agreement. In the event that a third party representing another regional interoperability hub is interested in connecting that hub to the Central US IOP Hub, the Interoperability Committee shall be responsible for negotiating terms and conditions to facilitate the exchange of transactions and customer validation lists between the hubs, including the most appropriate contract framework. Other responsibilities of this committee shall be determined by majority vote of the Provider and the Subscriber Representatives.

Except as otherwise specified in this Agreement, any action under this Agreement or under rules or procedures adopted by the Interoperability Committee that requires a “supermajority” vote to become effective shall require the 2/3 majority vote of the Provider Representatives and the Subscriber Representatives voting as a single body.

The Interoperability Committee, by majority vote shall determine what other actions (i.e., other than those specified in this Agreement), if any, require a supermajority vote.

The Interoperability Committee may from time to time appoint subcommittees to research, evaluate, make recommendations, and provide options regarding specific matters of concern to the committee.

IX. SOFTWARE MAINTENANCE SERVICES AND HUB UPGRADE:

NTTA (directly and/or through the use of one or more subcontractors) has provided and continues to provide services as set forth in **Attachment C** to this Agreement (“Software Maintenance Services”), Under this arrangement, to which each of the Parties agrees, each of the Parties as of January 1 of a given year shall pay an equal share of the estimated Base Maintenance Cost (defined below) for the period beginning on January 16 of such year and ending on January 15 of the following year.

In November of each year, the NTTA will provide a Base Maintenance Cost estimate of the anticipated maintenance costs for the following calendar year. In January of each year, the NTTA will invoice each of the Parties for the actual Base Maintenance Costs incurred by NTTA for the previous calendar year (with each of the Parties responsible for a percent of such amount determined by the formula $1 / X$, where X is the number of Parties), and if a Party’s prior payment of estimated Base Maintenance Costs is less than that Party’s share of actual Base Maintenance Costs for the preceding year, such Party shall pay such underpayment within thirty (30) days after its receipt of the NTTA’s invoice. If a Party’s prior payment of estimated Base Maintenance Costs is greater than that Party’s share of actual Base Maintenance Costs for the preceding year, the

amount of such overpayment will be credited against that Party's estimated payments of estimated Base Maintenance Costs until such credit is exhausted. Additional Parties which join mid-year will be invoiced according to section 5 of Attachment A. NTTA may cease to provide the services described in **Attachment C** to this Agreement, with or without cause, upon one hundred and twenty (120) days written notice to the other Parties.

In addition to the foregoing, TxDOT, Harris County, CTRMA, GPTRA, KTA, and OTA agree to the following regarding costs incurred by NTTA for services it obtains on behalf of such Parties in connection with work required to upgrade the existing hub currently utilized by the Original Parties for use as the Central US IOP Hub. NTTA shall provide the foregoing Parties with an estimate of the costs for such services. When the Central US IOP Hub becomes operational, NTTA will invoice the Parties for costs incurred by NTTA to upgrade the Central US IOP Hub, and the foregoing Parties each will remit promptly to NTTA its share of such estimated costs, which will be borne equally by such Parties. If the actual costs for such work exceed the original estimate, NTTA will solely be responsible for payment of such excess costs.

X. HARDWARE AND DATABASE MAINTENANCE SERVICES:

Harris County (directly and/or through the use of one or more subcontractors) has provided and continues to provide services as set forth in **Attachment D** to this Agreement ("Hardware and Database Maintenance Services"). Under this arrangement, to which each of the Parties agrees, each of the Parties as of January 1 of a given year shall pay an equal share of the Base Maintenance Cost (defined below) for the period beginning on January 16 of such year and ending on January 15 of the following year.

For the one year period beginning January 1, 2016, the Base Maintenance Cost will be \$85,000 (with each of the Parties responsible for a percent of such amount determined by the formula $1 / X$, where X is the number of Parties). For each succeeding one year period, the Base Maintenance Cost shall be 104% of the amount of the Maintenance Fee for the preceding period, if no revised amount has otherwise been agreed by a majority of the Parties in writing prior to the beginning of such succeeding period. Notwithstanding the foregoing, Harris County shall apply any unused funds from a given one year period to offset maintenance costs for the succeeding one year period, and the proposed Base Maintenance Cost for the succeeding period shall be reduced accordingly. If the available funds from current and any rolled-over past payments of Base Maintenance Costs is insufficient to meet Harris County's actual costs in a given period, Harris County may request a true-up payment as a condition of continuing to provide services as described in **Attachment D** this Agreement. Moreover, Harris County may cease to provide the services described in **Attachment D** to this Agreement, with or without cause, upon one hundred and twenty (120) days written notice to the other Parties.

XI. INTERIM PERIOD PRIOR TO CENTRAL US IOP HUB GO-LIVE DATE:

Prior to transitioning from the existing Texas IOP Hub for the Texas toll entities and from the peer to peer IOP arrangement between OTA and NTTA to the new Central US IOP Hub, the current business rules, IOP practices and associated fees will remain in effect.

Both NTTA and HCTRA will begin charging for Software Maintenance Services and Hardware and Database Maintenance Services, respectively, for calendar year 2016 as described herein for the current interoperability hub supporting the Texas toll agency Parties. Neither OTA nor KTA will be charged for either Software Maintenance or Hardware and Database Maintenance Services until the Central US IOP Hub becomes operational.

XII. PRIOR AGREEMENTS SUPERSEDED AND EXTINGUISHED

This Agreement supersedes and replaces in its entirety the following agreements, which NTTA, TxDOT, Harris County, CTRMA, and GPTRA agree are extinguished as of the Effective Date: (A) the Interoperability MOU; (B) the Interlocal Agreement for interoperability of toll collection systems between TxDOT, Harris County, NTTA, and CTRMA dated December 13, 2007 (the "2007 ILA"), and the (C) Counterpart thereof adding GPTRA executed by GPTRA on October 29, 2013 (the "2013 Counterpart to the 2007 ILA"), which agreements are terminated for all purposes, but without hereby impairing such provisions (if any) therein that expressly survive termination of such agreements.

XIII. Trademark License Agreement

The Trademark License Agreement that was executed in the form attached Exhibit B to the Interoperability MOU is hereby superseded and replaced by the Trademark License Agreement included in this Agreement as **Attachment B**. Each Party to this Agreement shall execute such Trademark License Agreement concurrently with such Party's entry into this Agreement.

FOR HARRIS COUNTY

By _____ Date _____
ED EMMETT
County Judge

APPROVED AS TO FORM:
VINCE RYAN, County Attorney

By: _____
NICK TURNER
Assistant County Attorney

FOR NORTH TEXAS TOLLWAY AUTHORITY

By _____ Date _____
Gerald Carrigan
Executive Director / CEO
North Texas Tollway Authority

ATTEST:

By _____
Lorelei Griffith, Secretary

FOR CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By _____ Date _____
Mike Heiligenstein
Executive Director
Central Texas Regional Mobility Authority

APPROVED AS TO FORM:
General Counsel to the CTRMA

By: _____

FOR FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY

By _____ Date _____
Dr. James D. Condrey
Chairman, Board of Directors
Fort Bend Grand Parkway Toll Road Authority

APPROVED AS TO FORM:
General Counsel to the GPTRA

By: _____

FOR THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
James M. Bass
Executive Director
Texas Department of Transportation

Approved:

By _____ Date _____
Greg Abbott
Governor of Texas

FOR KANSAS TURNPIKE AUTHORITY

By _____ Date _____
Steve Hewitt
Chief Executive Officer
Kansas Turnpike Authority

APPROVED AS TO FORM:
General Counsel to the KTA

By: _____

FOR OKLAHOMA TURNPIKE AUTHORITY

By _____ Date _____
Tim Stewart
Executive Director
Oklahoma Turnpike Authority

APPROVED AS TO FORM:
General Counsel to the OTA

By: _____

ATTACHMENT A

This Attachment A is an integral part of the Agreement Regarding Interoperability of Toll Systems and Transponders to which it is attached (the "Agreement") and has the same force and effect as if set forth in the main body of the Agreement. Any undefined capitalized term used in this Attachment A shall have the definition ascribed to such term in said Agreement.

The Parties are governmental entities authorized to design, construct and/or operate turnpikes and other toll facilities. The use of electronic toll collection on such facilities is essential to their efficient operation and to maximizing their mobility benefits. The Parties are committed to ensuring that the transponder technologies issued to customers and utilized by toll agencies to effectuate electronic toll collection on their respective facilities (and similar technologies that may be implemented in the future) are interoperable, with the exception that neither KTA or OTA currently or in the future recognize American Trucking Associations (ATA) transponder protocols, so as to further enhance the current and potential benefits of those technologies for the toll customers that utilize such Parties' toll facilities.

The foundation of an interoperability network includes a data-transfer and communications architecture (the "Architecture") that provides a high level of efficiency in light of the anticipated expansion of interoperable transportation payment services to toll entities. The Parties desire to utilize an Architecture that processes and distributes shared interoperable information between service provider entities.

Each Party to this Agreement enters into this Agreement for and in consideration of these premises.

ADDITIONAL AGREEMENTS

1. Installation, Integration and Operation. The Parties agree to install and integrate a system including a set of interoperable interfaces as part of their respective toll collection systems. The Parties further agree to operate the interoperable components of their toll collections systems in accordance with the Interoperability Business Requirements and the Interface Control Documents ("ICDs") agreed upon by the Parties in connection with the adoption of this Agreement, as they may be amended periodically in accordance with this Agreement.

2. Interoperability Business Requirements and ICDs. The Interoperability Business Requirements contain specific parameters that are derived from current business policies. Each Party agrees to review such policies periodically and for possible modifications as their business needs change. Proposed changes to the Interoperability Business Requirements or ICDs shall be submitted to the Interoperability Committee for consideration. Any future changes to the Interoperability Business Requirements or ICDs must be promulgated and approved by the Interoperability Committee and will be effective on or before one hundred eighty (180) days following the promulgation of the final approved version thereof by the Interoperability Committee; provided, however, that any two (2) or more of the Parties may, by mutual agreement, agree to implement such changes as between themselves at an earlier date at their own expense when such changes do not directly and adversely affect any other Party.

3. Physical network. The Parties agree to establish network connectivity with sufficient capacity to satisfy the requirements of the Interoperability Business Requirements. This network infrastructure may be modified; however, any network infrastructure modification affecting more

than one Party shall be made only if specified by the Interoperability Committee or agreed to by all affected Parties.

4. Termination and Reinstatement.

- A. **Termination.** A Party's rights under this Agreement will terminate (and, without limiting any other applicable remedies, the terminated Party shall be responsible for the same costs as apply to a withdrawing Party under Section V of the Agreement):
- (1) Upon the majority vote of the Interoperability Committee present at a regular or special meeting of the Interoperability Committee to terminate such Party's rights due to default in payment for Hardware and/or Software Maintenance Services or for other services, which remains uncured for a period in excess of 90 days; or
 - (2) As set forth in Section V of the Agreement.
- B. **Reinstatement.** On written request by a former Party filed with the Secretary and upon majority approval of the Interoperability Committee, a former Party may be reinstated on such terms as the Interoperability Committee deems appropriate.
- C. **Transfer of Interests.** A Party's rights, obligations, or interests under this Agreement are not transferable or assignable except upon approval by the Interoperability Committee.

5. Payment of Hardware and Software Maintenance Services. Unless otherwise provided herein, service fees for the maintenance of the hardware and software for Parties shall be due and payable within 90 days after the January invoice date of each calendar year. Services fees with respect to an entity that becomes a Party during any calendar year shall be prorated for such calendar year.

6. Payment for Other Services. From time to time, a Party may incur costs to provide services for the benefit of the other Parties. Prior to providing such services, the Interoperability Committee shall define the necessary services and determine the allocation of costs between the Parties. Parties shall pay their respective costs within 90 days of invoice.

7. Meetings of the Interoperability Committee.

- A. All meetings will be open to the public, regardless of representation on the Interoperability Committee.
- B. **Annual Meeting.** An annual meeting of the Interoperability Committee shall be held on a date and at a place as shall be determined by the Interoperability Committee for the purpose of transacting such business as may be brought before the meeting. The annual meeting shall provide an opportunity to formally review the services and operations and issues arising during the previous year, discuss potential changes necessary to improve the services anticipated hereunder, and beginning with the annual meeting for 2018 and at every annual meeting thereafter occurring in an even-numbered year, review the Interoperability Transaction Fee.
- C. **Regular Meeting.** The Interoperability Committee shall conduct quarterly meetings on a date and time and at a place determined by the Interoperability Committee, with the intent being to rotate meetings between locations of Interoperability Committee Members (defined below).

As needed, regular meetings can be conducted via conference call for Members not able to attend in person. The annual meeting can be in lieu of one of the regular meetings.

- D. **Special Meetings.** Special meetings of the Interoperability Committee may be called at any time by the Chair. It shall also be the duty of the Chair to call such a meeting whenever requested by a majority of all Provider Representatives and Subscriber Representatives (each, a “Member,” and collectively, “Members”).
- E. **Notice of Meetings.** Written notice stating the place, day, and hour of any meeting of the Interoperability Committee shall be delivered electronically or by mail to each Member, not less than seven days before the date of such meeting. In the case of a special meeting, the purpose or purposes for which such meeting is called shall be stated in the notice. Unless mailed notices are expressly requested in writing by a Member, all notices delivered pursuant to these Recitals shall be sent electronically and shall be deemed delivered when sent to the Member at the e-mail address on file. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at its address on file, with postage thereon prepaid. Notices shall contain proposed agenda items and specifically identify items being brought forward for vote by the Interoperability Committee.
- F. **Member Quorum and Voting.** A majority of Members of the Interoperability Committee shall constitute a quorum at a meeting of the Interoperability Committee; provided, however, with respect to a proposed action for which only Provider Representatives are authorized to vote, a majority of the Provider Representatives shall constitute a quorum. Every Member of the Interoperability Committee that is qualified to vote on the matter at hand shall have the right to vote in person or by proxy. If a quorum is present, either in person or by proxy, the affirmative vote of the majority of the Members entitled to vote on the action in question shall be the act of the Interoperability Committee unless the vote of a greater number is required. If less than a quorum is present at any meeting, the Interoperability Committee Members present may adjourn the meeting to a future time; provided, however, that no annual meeting shall be held more than thirteen months after the date of the annual Interoperability Committee meeting for the previous year.
- G. **Actions Requiring Approval by a Supermajority or Unanimity.**
 - (1) **Supermajority.** The following actions shall require approval by a supermajority of the Interoperability Committee: (a) the proposed addition of a new Party, (b) a proposal to require connectivity to interoperability hubs other than the Central US IOP Hub as a condition to becoming or remaining a Party, (c) removal of an officer as provided in Section 8.C., (d) rescinding a previously imposed requirement for approval by supermajority with respect to an action, and (d) establishing criteria for entry of an Additional Party other than those criteria set out in Section VII (A), (B), or (C) in the main body of the Agreement. The foregoing is not an exclusive list of the actions that a majority of the Interoperability Committee may determine shall require a supermajority vote for approval.
 - (2) **Unanimity.** Unanimous approval of the Interoperability Committee shall be required to approve changes or additions to the business rules, processes or interface control document that are likely to result in a material increase in cost or decrease in revenues to any Party or group of Parties shall require a unanimous vote of the Interoperability Committee. All other changes to the business rules, processes or interface control document shall require a supermajority vote of the Interoperability Committee.

- H. **Proxies.** At any meeting of the Interoperability Committee, an Interoperability Committee Member who is entitled to vote on the matter at hand may vote by proxy executed in writing by the Interoperability Committee Member or by his or her duly authorized attorney-in-fact. Each proxy shall be valid only for the specific meeting for which the proxy is given.
- I. **Presiding Officer.** The Chair of the Interoperability Committee, or in his or her absence the Vice Chair, shall preside at all meetings.

8. Officers.

- A. **Officers.** The officers of the Interoperability Committee shall be a Chair, Vice Chair, and Secretary. The office of Chair or Vice Chair must be a Provider Representative, with the other office being filled by a Subscriber Representative.
- B. **Election.** The officers shall be nominated and elected by majority vote at the Annual Meeting and serve a term of two years. The elected officers shall assume responsibility of their position at the close of the Annual Meeting in which they are elected.
- C. **Removal.** Any officer may be removed by the affirmative vote of a supermajority of the Members of the Interoperability Committee voting at a duly called meeting at which a quorum is present. If a Party withdraws from or is removed from the Agreement, the officer position shall become vacated until filled as described below in 'Vacancies'. If, during the term of being an officer, an individual is no longer employed by the Party they were when elected, the Party may nominate an individual to fill the vacancy with an employee of the Party prior to the next Regular or Annual meeting. The Interoperability Committee will consider and vote on the nomination at the next Regular or Annual meeting. If no replacement is named or the nominated individual is not elected, the Interoperability Committee may fill the vacancy as described below in 'Vacancies'.
- D. **Additional Officers.** The Interoperability Committee may elect from time to time such additional officers as in its opinion are desirable for the conduct of the business of the Interoperability Committee.
- E. **Vacancies.** If any office becomes vacant for any reason, the Interoperability Committee shall fill such vacancy in accordance with the procedures described above for the election of officers; such election may occur at any Regular or Special meeting called in accordance with this Agreement. Any officer so elected by the Interoperability Committee shall serve only until the unexpired term of his/her predecessor has expired, unless reelected by the Interoperability Committee.
- F. **Compensation.** Officers shall not receive any compensation for services rendered by them in the administration of the Interoperability Committee.
- G. **Chair.** The Chair shall preside at all meetings of the Interoperability Committee. The Chair shall see that all orders and resolutions of the Board of Directors are carried into effect. Only a Member selected from the Interoperability Committee is eligible to serve as Chair.
- H. **Vice Chair.** The Vice Chair shall perform general administrative functions under the direction of the Chair. In the case of the absence or disability of the Chair, the Vice Chair shall perform

the Chair's duties. Only a Member selected from the Interoperability Committee is eligible to serve as Vice Chair.

- I. **Secretary.** The Secretary, in addition to the duties hereinafter set forth, shall perform general administrative functions under the direction of the Chair. The Secretary shall attend all meetings of the Interoperability Committee and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall: (i) give, or cause to be given, notice of all meetings of the Interoperability Committee, (ii) have charge of all Interoperability Committee books, records and papers, (iii) keep minutes of the proceedings of the Interoperability Committee and committees, and (iv) perform all such other duties as are incident to this office, as may be prescribed by the Chair, under whose supervision he/she shall act. The Secretary may be an individual who regularly attends meetings of the Interoperability Committee and is an employee of either a Provider or Subscriber, but does not have to be a Member of the Interoperability Committee.

9. Amendment. Sections 5, 6, 7, and 8 of this Attachment A may be altered, amended, or repealed by a majority vote of the Interoperability Committee present by proxy or in person at any regular or special meeting of the Interoperability Committee at which a quorum is present; provided, however, that written notice of the intent to alter, repeal, and adopt such a section at such meeting shall be delivered electronically or by mail to all Interoperability Committee Members at least seven days prior to such meeting. Notwithstanding the foregoing sentence, only a supermajority of Interoperability Committee Members may alter, amend, or repeal any provision in this Agreement that requires approval by a Supermajority vote, and only a unanimous vote of Interoperability Committee Members may alter, amend, or repeal any provision in this Agreement that requires unanimous approval.

10. Notices to TxDOT. All written notices, demands, and other papers or documents to be delivered to TxDOT under this Agreement shall be delivered as follows, or to such other place or places as TxDOT may designate by written notice delivered to the other Parties:

**Texas Department of Transportation
TxTag Customer Service Center
12719 Burnet Road
Austin, Texas 78727
Attention: Director Toll Operations Division, Richard Nelson**

11. Notices to NTTA. All written notices, demands, and other papers or documents to be delivered to NTTA under this Agreement shall be delivered as follows, or at such other place or places as NTTA may designate by written notice delivered to the other Parties:

if by courier, hand delivery, or overnight service, to:

**North Texas Tollway Authority
5900 West Plano Parkway
Plano, Texas 75093
Attention: Assistant Executive Director of Operations**

if by any other service, to:

**North Texas Tollway Authority
P.O. Box 260729
Plano, Texas 75026
Attention: Assistant Executive Director of Operations**

12. Notices to Harris County. All written notices, demands, and other papers or documents to be delivered to Harris County under this Agreement shall be delivered to:

**The Harris County Commissioners Court
1001 Preston, 9th Floor
Houston, Texas 77002
Attention: Clerk of Commissioners Court**

or at such other place or places as it may from time to time designate by written notice delivered to the other Parties. For purposes of notice under this Agreement, a copy of any notice or communication to Harris County hereunder shall also be forwarded to the following address:

**Harris County Toll Road Authority
7701 Wilshire Place Drive
Houston, Texas 77040-5326
Attention: Executive Director**

13. Notices to CTRMA. All written notices, demands, and other papers or documents to be delivered to CTRMA under this Agreement shall be delivered to:

**Central Texas Regional Mobility Authority
3300 N IH-35, Suite 300
Austin, Texas 78705
Attention: Director of Operations**

or at such other place or places as it may from time to time designate by written notice delivered to the other Parties.

14. Notices to GPTRA. All written notices, demands, and other papers or documents to be delivered to GPTRA under this Agreement shall be delivered to:

**Fort Bend Grand Parkway Toll Road Authority
c/o The Muller Law Group
Attention: Rich Muller
16555 Southwest Freeway, Suite 200
Sugar Land, TX 77479**

or at such other place or places as it may from time to time designate by written notice delivered to the other Parties.

15. Notices to KTA. All written notices, demands, and other papers or documents to be delivered to KTA under this Agreement shall be delivered to:

**Kansas Turnpike Authority
9401 E Kellogg
Wichita, KS 67207
Attention: Director of Innovation and Partnerships**

or at such other place or places as it may from time to time designate by written notice delivered to the other Parties.

16. Notices to OTA. All written notices, demands, and other papers or documents to be delivered to OTA under this Agreement shall be delivered to:

**Oklahoma Turnpike Authority
PO Box 11357
Oklahoma City, OK 73136
Attention: Assistant Executive Director of Toll and Pikepass Operations**

or at such other place or places as it may from time to time designate by written notice delivered to the other Parties.

17. 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, (A) the relationship of principal and agent, partnership or joint venture between the Parties or (B) a joint enterprise between the Parties and/or any other party. Without limiting the foregoing, the purposes for which the Parties 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.

18. 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, none of the Parties shall assign, sublet or transfer its respective' interests in this Agreement without the prior written approval of the Interoperability Committee, unless otherwise provided by law.

19. 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.

20. Written Amendments. Any change in the agreements, terms and/or responsibilities of the Parties hereto must be enacted through a written amendment executed by all Parties. Provided, however, that nothing in this paragraph shall impair or limit the effectiveness of (A) any changes to the Interoperability Business Requirements or ICDs promulgated by the Interoperability Committee in accordance with Paragraph 2 above or (B) any other change resulting from an action of the Interoperability Committee acting in accordance with this Agreement.

21. Limitations. All covenants and obligations of the Parties under this Agreement shall be deemed valid covenants and obligations of said entities, and no officer, director, or employee of any Party shall have any personal obligations or liability hereunder.

22. Sole Benefit. This Agreement is entered into for the sole benefit of the Parties and their respective legal successors, and nothing in this Agreement or in any approval subsequently provided by a 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.

23. Authorization. Each Party to this Agreement represents to the others 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 its execution, delivery, or performance of this Agreement. Each signatory on behalf of the Parties, as applicable, represents that he or she is fully authorized to bind that entity to the terms of this Agreement.

24. Governing Law. The provisions of this Agreement shall be construed in accordance with the laws and court decisions of the United States of America and the applicable conflicts of laws principles of the states whose agencies, political subdivisions, instrumentalities, or similar governmental entities are Parties to this Agreement.

25. 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.

26. Waiver. No delay or omission by a Party to exercise any right or power hereunder shall impair such right or power or be construed as a waiver thereof. A waiver by any of the Parties of any of the covenants, conditions, or agreements to be performed by the others 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.

27. Entire Agreement / Prior Contracts Superseded. This Agreement 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. This Agreement also supersedes any prior understandings or written or oral contracts between the Parties respecting the subject matter defined herein.

28. 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.

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

30. Conflicts Between Agreements. If the terms of this Agreement conflict with the terms of any other agreement between all of these Parties, the most recent agreement shall prevail.

31. Gratuities.

- A. **Employees Not to Benefit.** Texas Transportation Commission policy mandates that TxDOT employees shall not accept any benefit, gift, or favor from any person doing business with or who reasonably speaking may do business with the State under this

Agreement. The only exceptions allowed are ordinary business lunches and items that have received the advance written approval of the TxDOT Executive Director.

- B. **Liability.** Any person doing business with or who reasonably speaking may do business with the State under this Agreement may not make any offer of benefits, gifts, or favors to TxDOT employees, except as mentioned above. Failure on the part of any Party to adhere to this policy may result in the termination of this Agreement.

32. Conflict of Interest. A Party shall not assign an employee to a project related to this Agreement if the employee:

- A. owns an interest in or is an officer or employee of a business entity that has or may have a contract with the State, or any other Party relating to this Agreement;
- B. has a direct or indirect financial interest in the outcome of work product resulting from this Agreement;
- C. has performed services within the last one (1) year (or shorter period if approved by the Interoperability Committee) regarding the subject matter of this Agreement for an entity that has a direct or indirect financial interest in the outcome of work product resulting from this Agreement or that has or may have a contract with any Party; or
- D. is a current part-time or full-time employee of any other Party.

33. Continuing Cooperation. In their (A) development and implementation of technologies for their facilities, (B) promulgation of rules or standards, and (C) contracting with other toll authorities or with vendors, the Parties agree to support and advance the interoperability (as defined in the Interoperability MOU) of their electronic toll collection systems and shall work collaboratively in determining the modifications that are necessary to support and advance interoperability as so defined.

34. No Election of Remedies. In the event of a default by one Party hereunder, each other Party shall have the right to pursue any and all remedies available to that other Party under applicable law.

35. State Auditor's Provision. Any Party may conduct an audit or investigation of another Party, after substantiating good cause for the same to the Interoperability Committee's reasonable satisfaction. Upon the Interoperability Committee's reasonable satisfaction and with reasonable advance notice, the Parties may audit each other's books and records that directly relate to the subject matter of this Agreement.

A Party that is the subject of an audit or investigation must provide the respective Party's auditor (or other independent auditor engaged by a Party and approved by the Interoperability Committee, subject to appropriate confidentiality restrictions) with access at reasonable times during regular business hours to any information such auditor considers relevant to the investigation or audit.

36. No Liability for Third-Party Vendor Defaults. One or more of the Parties may support the performance of the services and the achievement of the benefits described in this Agreement through that Party's or Parties' execution and administration of one or more contracts with third-party vendors and consultants. Notwithstanding anything to the contrary contained in this

Agreement or otherwise, any such Party or Parties shall have no liability or responsibility of any kind to the other Parties resulting from the failure to perform or other default of any third-party vendor or consultant under any such contract, and the other Parties do hereby release and discharge any such Party or Parties from any liability or responsibility therefor.

ATTACHMENT B
TRADEMARK LICENSE AGREEMENT

NTTA

NTTA®

NORTH TEXAS TOLLWAY AUTHORITY



HCTRA



CTRMA



CENTRAL TEXAS
Regional Mobility Authority

GPTRA



KTA



OTA



**OKLAHOMA
TURNPIKE
AUTHORITY**

PIKEPASSTM

TxDOT



CCRMA (through CTRMA)



Effective Mobility. . . . From Borders To Beaches

CRRMA (through CTRMA)



NETRMA (through CTRMA)



ATTACHMENT C

SOFTWARE MAINTENANCE SERVICES

This Attachment C (the "Attachment") is attached to and made a part of that certain Agreement Regarding Interoperability of Toll Systems and Transponders entered into between the North Texas Tollway Authority, the Texas Department of Transportation, Harris County, Texas, the Central Texas Regional Mobility Authority, Fort Bend Grand Parkway Toll Road Authority, the Kansas Turnpike Authority, and the Oklahoma Turnpike Authority, as well as such other parties who may be accepted and bound under the terms of the Agreement as described in Section VII of the Agreement and in **Attachment A** to the Agreement. A capitalized term used, but not defined, in this Attachment shall have the meaning given to that term under the Agreement.

The NTTA will provide the following services for system maintenance of the Central US IOP Hub, on the understanding that HCTRA may provide database maintenance services listed below during all or a portion for the term of this Agreement, and, if so, such services will be included in HCTRA's' requests for reimbursement, not NTTA's:

1. Daily system and application checks, review of daily system monitoring emails, system log and status review, and database/application monitoring to verify the production application and database are operating as intended and/or identify potential issues for address.
2. On a quarterly basis, perform preventative, predictive and routine maintenance on both the database and application servers as required in conjunction with any quarterly application and database maintenance releases for bug fix and patches. Archive, backup, restore and purge procedures, in addition to database reorganization, tuning, index rebuild, and optimization will also be performed quarterly.
3. As required, issue resolution that is escalated from Level 1 Support (as defined below). Technical troubleshooting and application code correction and updates to identify and remediate system issues are a component of Level 2 Support and Level 3 Support (as defined below). This includes developer and architect support as required to identify the issue and corrective actions required to resolve.
4. Pre-Production-, Test-, and Development-environment support will also be provided as required for developer testing and customer User Acceptance Testing ("UAT").

Performance and Support Levels

As used in the Agreement (including this Attachment), "commercially reasonable efforts" means good-faith efforts that are consistent with those generally accepted as standard and reasonable in the software maintenance industry for satisfaction of performance requirements substantially similar to those set forth in the Agreement.

NTTA will perform preventive, predictive, corrective, and emergency maintenance on the software and databases comprising the Central US IOP Hub. NTTA understands the mission critical nature of the Central US IOP Hub and will use commercially reasonable efforts to meet

or exceed availability and reliability metrics that are consistent with the historical baselines that have been established since the implementation of the existing interoperability hub. The Parties acknowledge and agree that the hardware and network availability required for the operation and maintenance of the Central US IOP Hub are not the responsibility of NTTA and that the NTTA has no obligations with respect to such items. However, NTTA will cooperate with the other Parties and their respective vendors to troubleshoot and repair hardware and network issues promptly.

The performance and service levels specified below will be monitored and reviewed periodically by NTTA to make sure that they are reasonable and fair to all Parties and that they represent the levels that are suitable for proper expected operation of the Central US IOP Hub.

NTTA shall use commercially reasonable efforts to meet the following annual availability requirements for the following elements of the Central US IOP Hub system for unplanned and unapproved downtime:

- Central US IOP Hub Application and Database System: 99.0% Availability (87.6 hours max annual downtime)
- Central US IOP Hub File Transfer Protocol (FTP) or Equivalent Services: 99.0% Availability (87.6 hours max annual downtime)

NTTA shall also use commercially reasonable efforts to meet minimum application performance requirements for the following elements of the Central US IOP Hub system; however, it should be noted that there are currently no automated means available to measure current performance levels (system performance may also be affected by system hardware and network connectivity):

- Web Application Response - 10 seconds or less
 - NOTE: Application response is measured from the time that a user invokes action on a web page to the time when the page is fully loaded with the result and is ready for another action.
- Standard Directory Listing Command - 120 seconds or less
 - NOTE: Directory listings are generally invoked as part of the scripting process used to transfer files via FTP. These commands are generally a representation of the system hardware, file storage input/output (I/O), and/or network response and not of the database performance or software application.
- Report Execution Time:
 - Detail Data Reports shall return data for monthly period (approximately 30 days) within ten (10) minutes.
 - Summary Data Reports shall return data for monthly period (approximately 30 days) within two (2) minutes.

- NOTE: Report performance is heavily dependent on the number of rows being scanned and the number of rows being returned. The Parties acknowledge and agree that recent experience has shown that the report performance will degrade sharply once the capacities of the report server (CPU, Memory, or I/O) are reached, and that NTTA has no responsibility to ensure that adequate capacities are maintained.

Support Levels are defined as:

- Level 1 Support – Help Desk Support and Issue Triage
 - Central point of contact
 - Dedicated staff trained in problem resolution
 - Open / Close help desk tickets for reported issues
 - Answer & resolve basic system questions / issues
 - Problem screening – determine if reported issue is Central US IOP Hub issue
 - General application administration
 - User management
 - Roles management
 - Password management
 - Issue triage
 - Priority level assignment
 - Issue routing
 - Tracking system documentation
 - Track and report issue through resolution
- Level 2 Support- Application and Database Maintenance / Issue Analysis and Resolution
 - Daily application checks
 - Daily system log and status review and follow-up
 - Database monitoring and maintenance
 - Application monitoring and maintenance
 - Issue resolution escalated from Level 1 Support
 - Technical troubleshooting
- Level 3 Support- Application and Database Optimization | Escalated Issue Analysis and Resolution
 - Quarterly Application & Database maintenance releases (Bug Fix and Patches)
 - Perform preventative, predictive, routine and corrective maintenance
 - Data archive, backup, restore and purge
 - Quarterly Database reorganization, tuning, index rebuilds, log file purging
 - Quarterly Database optimization

- Production, Pre-Production, Test and Development environment support
- Developer and Architect support for escalated issues from Level 2 Support
- Application code correction and updates

Priority Levels

Priority levels are assigned to incoming reported issues. These assignments designate the criticality or severity of the issue which in turn dictates the response and repair times. The priority level assignments are detailed below:

- Priority 1 – Malfunction that results in the loss of revenue or data.
- Priority 2 – Malfunction that will degrade the system performance, but not the operational ability of the system.
- Priority 3 – A degradation of a component or system that could lead to a malfunction.
- Priority 4 – Informational requests only.

Response/Repair Levels

The following describes the expected response and repair times in terms of mean times calculated over a monthly period, i.e., mean-time-to-respond-and-repair (“MTTRR”). Response and repair times are calculated as follows: a) Response time = time from the recorded trouble-ticket notification time to the time an acknowledgement of the ticket is provided, and b) Repair time = time from the recorded response acknowledgement time to the recorded repair time. NTTA shall use commercially reasonable efforts to meet the following response and repair times:

Production System Response and Repair

- Priority 1
 - 7 days a week
 - 2 hour response following notification
 - 4 hour repair following response
- Priority 2
 - Monday - Friday | 8am - 5pm
 - 4 hour response
 - 8 hour repair
 - All Other Times
 - 4 hour response
 - Next business day repair
- Priority 3
 - Monday - Friday | 8am - 5pm
 - 4 hour response
 - Next business day repair
 - All Other Times
 - 4 hour response
 - Next business day repair

- Priority 4
 - Next business day response
- Non-Production Systems Response and Repair
 - Business days excluding holidays

NTTA Obligations

The Parties acknowledge and agree that the NTTA's obligations under this Attachment C are limited to its use of commercially reasonable efforts (as defined above) to achieve the availability and reliability metrics, availability requirements, and application performance requirements specified under "Performance and Support Levels" and the response and repair times specified under "Response/Repair Levels", and that the NTTA shall not be in default under this Agreement for its failure to achieve such metrics, requirements, or response and repair times, so long as the NTTA has made commercially reasonable efforts to do so. If the NTTA is determined to have persistently failed to have made such commercially reasonable efforts, any other Party's sole and exclusive remedy shall be the right to conduct a Special Meeting and ask the Interoperability Committee to determine if an alternative to NTTA for Software and Maintenance Services is warranted and in the best interest of the Parties.

Additional Support Requests:

As part of traditional software maintenance services, it is anticipated that additional support requests may be submitted to NTTA by one or more Parties. NTTA will work with each Party to scope the request and to obtain a quote to perform the request, with such quote to not exceed the amount that NTTA would pay for the same request. NTTA or its vendor shall not perform work until a written receipt from the requesting Party authorizing the work is received.

Additional support requests are expected to fall within the following categories:

1. Ad Hoc reporting
2. Data requests
3. Report verification and reconciliation – To facilitate business process checks, NTTA will conduct report verification and reconciliation as needed to verify a data request, reported system issue, advanced system/application question or transaction research.
4. Advanced system / application questions – More advanced questions pertaining to business/processing logic, code development, database and system.
5. Daily end-to-end business process checks – Comprehensive review of daily system reports to ensure efficient operation of the Central US IOP Hub and file transfer/processing. These checks will include review of daily status emails, file transfer and processing logs, execution of queries to confirm operations and response to operational issues identified.
6. Transaction research, investigation and reconciliation – Detailed transaction research, investigation and reconciliation. Based on the request or issue identified, this role will develop, coordinate and execute ad-hoc queries, reports and investigate other data as

provided for by the system to respond to an inquiry or investigate an identified issue resulting from the business process checks and daily review.

ATTACHMENT D

HARDWARE MAINTENANCE SERVICES

This Attachment D (the "Attachment") is attached to and made a part of that certain Agreement Regarding Interoperability of Toll Systems and Transponders entered into between the North Texas Tollway Authority, the Texas Department of Transportation, Harris County, Texas, the Central Texas Regional Mobility Authority, Fort Bend Grand Parkway Toll Road Authority, the Kansas Turnpike Authority, and the Oklahoma Turnpike Authority, as well as such other parties who may be accepted and bound under the terms of the Agreement as described in Section VII of the Agreement and in Attachment A to the Agreement. A capitalized term used, but not defined, in this Attachment shall have the meaning given to that term under the Agreement.

As used throughout this contract, "commercially reasonable efforts" means good faith efforts that are consistent with those generally accepted as standard and reasonable in the maintenance industry for satisfaction of performance requirements substantially similar to those set forth in this contract.

HCTRA will perform preventive, predictive, corrective, and emergency maintenance service on the hardware and databases comprising the Central US IOP Hub. HCTRA understands the mission critical nature of the Central US IOP Hub systems and will use commercially reasonable efforts to meet or exceed availability and reliability metrics that are consistent with the historical baselines that have been established since the implementation of the Central US IOP Hub in 2006. The parties acknowledge and agree that the software required for the operation and maintenance of the Central US IOP Hub are the responsibility of others, and that HCTRA has no obligations with respect to such items. However, HCTRA will cooperate with the other parties to this contract and their respective vendors to troubleshoot and repair issues promptly.

HCTRA will provide on a quarterly basis, preventative, predictive and routine maintenance on the database and operating system as required in conjunction with any quarterly OS and database maintenance releases for bug fixes and patches. Archive, backup, restore and purge procedures, in addition to database reorganization, tuning, index rebuild and optimization, are also performed on an as needed basis. HCTRA will maintain the Hardware and Peripherals, Network, Database, and maintain Security as follows:

1. Hardware and Peripherals

- a. Maintain System Services & Configurations
- b. Install and Update Drivers
- c. Apply OS Patches, Program Patches, Performance Improvements
- d. Perform Registry Optimization & Repair
- e. Perform System Log Verifications
- f. Perform Hardware and Disk Space Check
- g. Run Scandisk and Remedy Disk Errors

- h. Perform Disk Cleanup and Defragmentation
- i. Perform Temporary File Cleaning
- j. Perform Server Data Backup

2. Security

- a. Perform Critical Security Updates and Security Assessments
- b. Provide Protection Program Updates (Antivirus, Spyware)
- c. Perform Virus, Spyware, Trojan Removal and Repair
- d. Configure and Manage Firewall/Perimeter Devices
- e. Maintain VPN Infrastructure
- f. Provide IDS/IPS Infrastructure Management
- g. Setup Security Policy

3. Network

- a. Configure VLAN, LAN and Network
- b. Manage Routers, Switches and Hubs
- c. Manage Network Connectivity to Server and other Sharable Resources
- d. Check Hardware, Load, Paths and Apply Security Patches

4. Database

- a. Security Functions
 - 1) Ensure servers are current with Operating System, Oracle patches, and security updates.
 - 2) Document the various security procedures in place to provide system security. Provide access to this document only to authorized personnel.
 - 3) Analyze and evaluate the security procedures required for specific mission-critical business systems.
 - 4) Perform all database security checks and manage all database securities.
 - 5) Create and implement plans for system security using a variety of technologies to provide data security and auditing functions for Central US IOP Hub.
 - 6) Maintain security and integrity of data access policies, standards, and methods by establishing database recovery plans to minimize data losses and system downtime and by developing backup routines for the database management system software and for the stored data.
- b. Configuration Management
 - 1) Create/restore an Oracle image of a server.

- 2) Configure and tweak the hardware and software, perform integration testing, server imaging create and restore, create and implement plans to rollover Central US IOP Hub and Southern States IOP Hub from testing to production.
 - 3) Create software and database maintenance plans for efficient upgrades and maintenance. Implement the plan and update it as needed.
 - 4) Review and approve/disapprove database designs for new systems.
- c. Disaster Recovery and Backup Functions
- 1) Configure a backup job to run on a specified schedule.
 - 2) Restore data files or tables from a previous backup session.
 - 3) Develop and maintain scripts and perform and monitor backups Central US IOP Hub.
 - 4) Troubleshoot database connectivity and back up issues working with Vendors/Developers/Users/Project Managers and back up operators.
 - 5) Prepare and implement disaster recovery plans for various Oracle based software systems.
- d. Database Support
- 1) Conduct health checks on the databases
 - 2) Assist Business Side System Administrators on database issues/errors and assist users and programmers with SQL queries.
 - 3) Conduct routine maintenance tasks on the database servers for proactive monitoring like deleting log files, dump files, error correcting.
 - 4) Create repeatable processes to upgrade, test, and maintain databases systems.
 - 5) Provide on-call support after hours and on weekends. Monitor database availability after database weekly backups.
 - 6) Monitor database performance and make modifications and adjustments to database architecture, storage methods and management system software to fine tune the database for optimum response time.
 - 7) Monitor capacity and allocate space according to overall needs of systems users, available data storage and database management system requirements.
 - 8) Implement Oracle Enterprise Manager (OEM) and monitor all database activity.
 - 9) Troubleshoot problems related to availability of data to system users, space, database software, data flow, and data storage or data access.

Attachment E

OTA System Match and System Reclassification Transactions

This Attachment E is attached to and is a part of that certain Agreement Regarding Interoperability of Toll Systems and Transponders, entered into, initially, by the North Texas Tollway Authority ("NTTA"), the Texas Department of Transportation ("TxDOT"), Harris County ("Harris County"), the Central Texas Regional Mobility Authority ("CTRMA"), Fort Bend Grand Parkway Toll Road Authority ("GPTRA"), the Oklahoma Turnpike Authority ("OTA"), and the Kansas Turnpike Authority ("KTA").

1. Background.

(a) System Matched Transactions. On certain Oklahoma turnpikes a vehicle transponder must be read by OTA's PIKEPASS system at both turnpike entry and exit points to calculate the toll charge based on actual travel by the vehicle. These turnpikes include the Turner, Will Rogers, Creek, Kilpatrick, and Cherokee Turnpikes. If a transponder is not read at both the point of entry and point of exit on these turnpikes, the PIKEPASS system will utilize the known read location(s) to calculate a toll charge, which may equal, but will not exceed, the maximum toll payable on that turnpike, based on the classification of the vehicle. These transactions are referred to as "System Matched Transactions." When submitting a System Matched Transaction generated by a transponder issued by a Party other than OTA, OTA agrees to identify the System Matched Transaction to the other Party.

(b) System Reclassification Transactions. Classification equipment at selected locations on OTA's Turnpikes can detect the number of axles on a vehicle. The number of axles is compared to the vehicle class shown on the Parties' tag validation list. If the number of axles detected by OTA differs from the vehicle class in the tag validation list, OTA will calculate the toll rate for the transaction based on the number of axles detected by OTA's classification equipment. These transactions are referred to as "System Reclassification Transactions." When submitting a System Reclassification Transaction generated by a transponder issued by a Party other than OTA, OTA agrees to identify the System Reclassification Transaction to the other Party.

2. Notification to Account Holders.

(a) KTA and NTTA. Provided OTA has provided KTA and NTTA, respectively, with proper and adequate notice of a System Match Transaction and/or System Reclassification Transactions, KTA and NTTA each agrees to identify such transaction on its customers' toll statements and inform those customers that they must review each such transaction and notify OTA of any toll charges inconsistent with the customer's actual travel within thirty (30) days of their toll statement date. NTTA and KTA may satisfy this obligation by referring customers to either an OTA website that contains all pertinent information about System Matched Transactions and System Reclassification Transactions or the PIKEPASS Customer Service Center (or both). OTA must give its prior written approval to the form of NTTA's and KTA's communications with respect to such transactions before such communication is utilized unless such form has previously been authorized by OTA in writing.

(b) All Other Parties. Each Party other than NTTA and KTA (and OTA) shall include a conspicuous notation on its customers' statements of toll charges that contain charges for OTA transactions, as follows:

Travel on the Oklahoma Turnpike System may include “System Match” and/or “System Reclassification” transactions, which may result in incorrect toll charges. For additional information on these types of transactions, including how to determine whether your statement includes such transactions, please visit <http://www.pikepass.com/systemmatch>.

(c) OTA’s Notification Obligations. OTA agrees to provide complete and correct information at all times to customers of other Parties that make inquiries regarding System Matched Transactions and/or System Reclassification Transactions using any of the methods specified above or any other method specified by OTA.

APPENDIX A

TRANSACTION FEES

- A. If a vehicle that is identified through a transponder registered with one Party (the “Home Authority”) incurs a toll on a toll project of another Party (the “Visited Authority”), the Visited Authority shall owe the Home Authority a transaction fee to compensate the Home Authority for processing the toll transaction.
- B. Base Transaction Fees – Base transaction fees shall be set as \$0.05 plus 3% of the posted toll amount with a minimum of \$.08 per transaction, but shall be evaluated and potentially adjusted as requested and approved by the Interoperability Committee as set forth in Section VIII of this Agreement.
- C. Non-Transponder Based Transaction Fees – The Interoperability Committee may establish a non-transponder based transaction fee which may consist of the Base Transaction Fee plus an additional amount as determined by the Interoperability Committee as set forth in Section VIII of this Agreement.
- D. Fee Implementation – With the following exception for transaction fee modifications which changes the structure of how the Transaction Fee is calculated, transaction fee adjustments by the Interoperability Committee shall be implemented by all Parties beginning with the next invoice period that begins following a 30 day period after the Interoperability Committee approves an adjusted fee. For those modifications which change the structure of how the transaction fee is calculated and when system modifications are needed, the implementation date for the fee implementation will be agreed to by the Parties.
- E. Notwithstanding the foregoing, any of the Parties may agree between themselves to use different fee structures for transactions in which such authorities are “home” or “visited” authorities with respect to one another. Provided, however, all such fee arrangements must adhere to the technical structure defined by the Business Rules and supported by the Central US IOP Hub. Alternate fee arrangements will not supersede the Interoperability Transaction Fee for the other Parties to this agreement.

APPENDIX B

**INTEROPERABILITY BUSINESS REQUIREMENTS
(INCLUDING INTERFACE CONTROL DOCUMENTS)**

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**CUSIOP BRD
VERSION 1.6 FINL...**



**SSIOP ICD VERSION 1
16 FINAL RELEASED 2**

APPENDIX C
RESOLUTION (NTTA)

APPENDIX D
RESOLUTION (HARRIS COUNTY – HCTRA)

APPENDIX E
RESOLUTION (CTRMA)

APPENDIX F
RESOLUTION (GPTRA)

APPENDIX G
RESOLUTION (KTA)

APPENDIX H
AGENDA ITEM (OTA)

Office of the Director

OKLAHOMA TURNPIKE AUTHORITY

AGENDA ITEM

SUBJECT: Interlocal Agreement (ILA) among the
North Texas Tollway Authority, Texas
Department of Transportation, Harris County,
Central Texas Regional Mobility Authority,
Fort Bend Grand Parkway Toll Road Authority,
and Kansas Turnpike Authority for
Electronic Toll Collection Interoperability

DATE: December 1, 2015

Submitted for consideration and approval of the Authority is an item to authorize the Director to negotiate and execute an Interlocal Agreement with North Texas Tollway Authority ("NTTA"), the Texas Department of Transportation ("TxDOT"), Harris County ("Harris County"), the Central Texas Regional Mobility Authority ("CTRMA"), Fort Bend Grand Parkway Toll Road Authority ("GPTRA"), and the Kansas Turnpike Authority ("KTA") for the purpose of interoperability between electronic toll collection systems.

AUTHORITY MEETING: December 1, 2015

ITEM NO. 152

The above Item is:

APPROVED
Tom Stant

Comments:

Greg M. Bell
Secretary of Transportation Notification
per Executive Order 2015-46

APPENDIX I
RESOLUTION (TxDOT)

APPENDIX J

**FORM OF
COUNTERPART TO AGREEMENT REGARDING
INTEROPERABILITY OF TOLL SYSTEMS AND TRANSPONDERS**

ADDING NEW PARTIES

THIS COUNTERPART TO AGREEMENT REGARDING INTEROPERABILITY OF TOLL SYSTEMS AND TRANSPONDERS (this “Counterpart”) is executed by _____ in accordance with Section VII of that certain Agreement Regarding Interoperability of Toll Systems and Transponders (Interoperability of Toll Collection Systems) (the “Agreement”) dated to be effective as of _____, 2015, initially executed by and among the Texas Department of Transportation (“TxDOT”), Harris County, the North Texas Tollway Authority (“NTTA”), Central Texas Regional Mobility Authority (“CTRMA”), Fort Bend Grand Parkway Toll Road Authority (“GPTRA”), Kansas Turnpike Authority (“KTA”), and the Oklahoma Turnpike Authority (“OTA”).

Any capitalized term used in this Counterpart that is not expressly defined herein will have the meaning given to that term under the Agreement.

WHEREAS, a copy of the Agreement is attached as Exhibit A to this Counterpart and is incorporated herein for all purposes; and

WHEREAS, Section VII (Additional Parties) of the Agreement establishes the procedure by which additional toll authorities could enjoy the benefits of having interoperable toll systems, as follows:

“VII. Additional Parties: [__insert clause of final version of ILA__]

and

WHEREAS, _____ operates one or more toll lanes (on one or more toll roads, toll bridges, or other toll facilities), directly and/or by contract, in _____, and does/does not (select one) maintain a minimum of 200,000 active customer tag accounts, and wishes to be bound by and enjoy the benefits of the Agreement; and

WHEREAS, as required by Section VII of the Agreement, _____ has submitted its electronic toll collection system and data-transfer and communications architecture for testing and analysis by the Interoperability Committee; and

WHEREAS, in the certification attached as Exhibit B to this Counterpart, the Interoperability Committee has certified that the _____ toll system is capable of meeting the Interoperability Business Requirements and the requirements of the ICDs promulgated by the Interoperability Committee; and

WHEREAS, _____ has adopted a resolution or other authorization that authorizes _____ to enter into the Agreement and to be bound as an additional Party by executing this Counterpart, a copy of which is attached as Exhibit C to this Counterpart.

NOW, THEREFORE, _____ acknowledges and commits as follows:

1. By executing this Counterpart, _____ hereby becomes an Additional Party to the Agreement in the capacity of a Provider/Subscriber (select one) as defined in the Agreement and is bound by and will comply with all of the terms of the Agreement, including without limitation the Interoperability Business Requirements and ICDs as currently promulgated and as those requirements and documents may, from time to time, be modified or amended by the Interoperability Committee.

2. All written notices, demands, and other papers or documents to be delivered to _____ under the Agreement shall be delivered to the following address, or at such other place or places as _____ may designate by written notice delivered to the Original Parties and any additional Parties who subsequently join the Agreement under Section VII:

Attn: _____

IN WITNESS WHEREOF, the _____ has executed this Counterpart in multiple copies, each of equal dignity, on the date shown below.

By: _____ Date: _____

Name: _____

Title: _____

APPENDIX K

Certification of New Party

WHEREAS, the Texas Department of Transportation (“TxDOT”), Harris County, the North Texas Tollway Authority (“NTTA”), Central Texas Regional Mobility Authority (“CTRMA”), and Fort Bend Grand Parkway Toll Road Authority (“GPTRA”) (collectively, the “Original Parties”) and Kansas Turnpike Authority (“KTA”), an instrumentality of the State of Kansas, created and authorized under Kansas Statutes 68-2003 et seq., and the Oklahoma Turnpike Authority (“OTA”), an instrumentality of the State of Oklahoma, have duly approved an Agreement Regarding Interoperability of Toll Collection Systems (the “Agreement”) to provide for interoperability of toll collection systems through connection to the Central US IOP Hub (such term and any other capitalized term used, but not defined in, this Certification, having the meaning given to that term under the Agreement and any attachments thereto); and

WHEREAS, as required by and in accordance with Section VII (Additional Parties) of the Agreement, _____ has submitted its electronic tag toll collection system and data-transfer and communications architecture for testing, analysis, and integration by the Interoperability Committee; and

WHEREAS, in the written testing report and confirmation attached as Exhibit A to this Certification (the “Report”), the Interoperability Committee’s testing team confirms that the _____ toll system is capable of meeting the Interoperability Business Requirements and the requirements of the ICDs promulgated by the Interoperability Committee; and

WHEREAS, a quorum of the Members of the Interoperability Committee convened at ____:____ (*time*), (*Date*), and, after due consideration and discussion concerning the Report, a majority of those Members has found and determined that the _____ satisfies all criteria established to ensure that _____ is capable of meeting the Interoperability Business Requirements and the requirements of the ICDs promulgated by the Interoperability Committee, and that _____ has satisfied its payment obligations in connection with the testing, analysis, and integration referenced above.

NOW, THEREFORE, BE IT RESOLVED that the Interoperability Committee hereby certifies that the _____ has satisfied all criteria established to ensure that _____ is capable of meeting the Interoperability Business Requirements and the requirements of the ICDs promulgated by the Interoperability Committee.

By: _____ Date: _____
Title: Chair, Interoperability Committee

Name: _____