AN ORDINANCE **2007-12-13-1333**

AUTHORIZING A ONE-YEAR SUBSCRIPTION CONTRACT WITH MEGADATA CORPORATION FOR DATA SERVICES TO AUDIT AND INVOICE AIRLINES FOR SAN ANTONIO INTERNATIONAL AIRPORT LANDING FEES WITH TWO ONE-YEAR RENEWALS; AND APPROPRIATING $66,180, INCLUDING $15,000.00 FOR ONE-TIME SET-UP FEES AND $51,180.00 FOR THE INITIAL ONE YEAR SUBSCRIPTION.

*   *   *   *   *   *

WHEREAS, the Aviation Department issued a Request for Proposal (RFP) to improve its current method for obtaining aircraft landing information for San Antonio International Airport and landing-fee billings; and

WHEREAS, the proposal by Megadata Corporation was the sole proposal received to provide the services requested by the City; and

WHEREAS, Aviation Staff evaluated Megadata's proposal and found it reasonable;
NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager or her designee is hereby authorized to execute the attached subscription contract with Megadata Corporation.

SECTION 2. Funding for this Ordinance is available in Fund 51001000 Airport Operations, Cost Center 3301010001 Administration, General Ledger 5201040 Fees to Professional Contractors as part of the FY08 Budget.
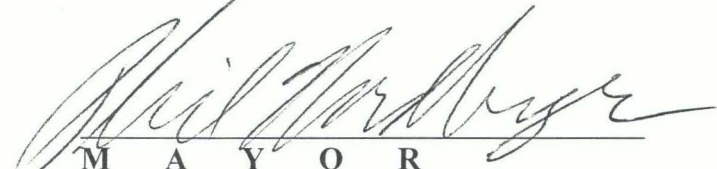
SECTION 3. Payment not to exceed $66,180.000 is authorized to Megadata Corporation and should be encumbered with a purchase order.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager, or the City Manager's designee, correct allocation to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.
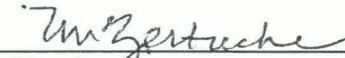
SECTION 5. This Ordinance shall take effect immediately upon passage by eight (8) affirmative votes; otherwise it shall be effective ten (10) days after its passage.

PASSED AND APPROVED this 13th day of December, 2007.

_____
M A Y O R
PHIL HARDBERGER

ATTEST: _____
City Clerk

APPROVED AS TO FORM: _____
for City Attorney

PASSUR   **KNOW NOW.**

Megadata Subscription Services Contract
Terms and Conditions

THIS SUBSCRIPTION SERVICES CONTRACT (hereinafter referred to as "Contract") entered into on this _____ day of _____, 2007, by and between the City of San Antonio Aviation Department for San Antonio International Airport (hereinafter referred to as "Subscriber"), and Megadata Corporation, a New York corporation (hereinafter referred to as "Megadata")

Subscriber has licensed the Megadata Software "PASSUR Pulse™" for the purposes of landing fee management to include auditing and billing as further described in Appendix A, Product Descriptions. Such license shall include one (1) login ID which allows for ten (10) concurrent users per module subscribed.

1) Subscriber is hereby granted a non-transferable, non-exclusive license to use the Megadata Software (as indicated above) at the San Antonio International Airport (SAT) solely for their intended purposes.

2) Subscriber acknowledges that Megadata uses a variety of technologies including telecommunications, the Internet, radar, frame relay and networks to acquire, process, and deliver our products and services. Subscriber acknowledges Megadata is not responsible for technical failures that are the responsibility of other companies or technologies. Megadata will be responsible for maintenance support services as described in Appendix B.

3) Other than as set forth herein, any other uses of the Megadata software applications and information shall require separate license agreements with Megadata. Megadata retains the exclusive ownership rights to the PASSUR Pulse applications, the underlying code used to develop the applications and the data generated from the Megadata PASSUR system installed at SAT. Subscriber acknowledges Megadata's proprietary and copyrighted ownership of such software and data. The data and information generated for use by Subscriber shall remain the property of the Subscriber during and upon termination of the Contract.

4) One-time Programming and Set-Up Fee(s), as described in Appendix C, are due upon signing of the contract (unless noted otherwise) and are non-refundable in whole or in part. Monthly Subscription Fees, as described in Appendix C, are due quarterly in advance of the covered quarter.

5) The pricing, discounts and terms in this Contract expire on December 31, 2007 unless Megadata receives a fully executed signed copy of the Contract from subscriber by that date.

6) The Contract term will be from the date of signing this Contract AND when the application is either delivered, installed, downloaded and/or delivered via the Internet, through the twelve (12) months following, with two (2) one-year renewals subject to future City Council appropriations and the Aviation Department Director's approval. Monthly Subscription Fees for renewals may be adjusted (up or down) by the same percentage applied to other subscribers; however, any adjustment may not exceed 5% of the Monthly Subscription Fee paid in the prior twelve (12) month period. Applications delivered/deployed prior to the 15th day of the initial commencement period are the equivalent to a full month's service and billed accordingly.

7) Upon commencement of this Contract as defined in Paragraph 6 above, Megadata will implement, and make its best efforts to complete within 120 days, the landing fee management program described in Appendix D.

8) Termination: The Subscriber reserves the right to terminate this Contract, upon written notice within thirty (30) days prior to ending term. Megadata may terminate this Contract if Subscriber materially breaches the terms of said Contract, including the failure to make timely payment of any sum due and owing Megadata under the terms of Paragraph 4 and Appendix C, and fails to correct such breach within ten (10) days after having received written notice of the same. In the event of termination by either party in

accordance with this provision, payment shall be due to Megadata only for those services performed be Megadata up to the date of termination.
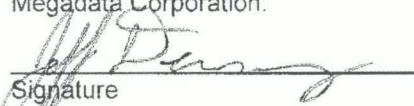
9) Subscriber and Megadata agree to incorporate by reference, this contract, in any future addendums (which must be in writing and signed by both parties which supersedes any terms of this contract hereto) to include all terms and conditions as originally agreed upon.

Agreed to and accepted by:

The City of San Antonio Aviation Department: Megadata Corporation:

_____
Signature   Signature

_____
Name/Title/Date   Jeff Devaney, CFO, 11-27-07
Name/Title/Date

Billing Instructions:

Aviation Department/Properties Division
Bill To
9700 Airport Blvd.
Address
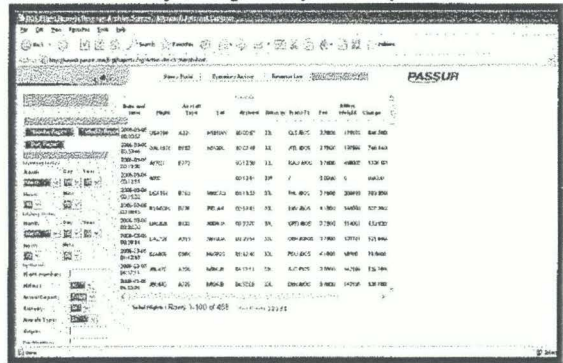San Antonio, TX 78216
Address
Fiscal Operations
Attention (if applicable)

Appendix A

Product Descriptions

PASSUR Pulse™ for Landing Fee Auditing

1. **Focus of this module**: completeness and accuracy of total counts, weights, and amounts due
2. Designed to allow the airport to easily and regularly assess the accuracy of signatory self-reports, by running detailed, complete, independent activity reports, with automatic weight and owner-operator information
3. Also allows the airport to:
a. segregate non-signatory/itinerant (eg, Cargo, Charter, etc.) activity to assess whether all fees are being captured, and to identify detailed owner/operator contact information for better billing
b. Run gate utilization reports (SAT airport must provide Megadata access to real-time gate information source in order to implement), to measure carrier gate usage for renegotiating gate utilization contracts (currently includes gate as a column in each report; to be enhanced to a more specialized purpose-report in the future)
c. Run sub-reports based on multiple standard or customized filters (date, time, aircraft type, carrier, tail number, GA, runways, weight class, etc.)

Basic Functionality
Revenue Live page: arrivals by filed-flight ID, ETA, ATA, range to landing, runway landed, aircraft type, origin, aircraft type, flight fee, billing weight, landing-fee amount; current revenue per aircraft type; programmable projected vs. actual revenue; programmable billing database ($/1000lbs. per airline or N-number, contract category, billable weight by aircraft type. Revenue Archive page: revenue reports searchable by date, flight #, airline, arrival/departure, runway, a/c type, origin, destination, viewable on browser and downloadable to spreadsheet software).
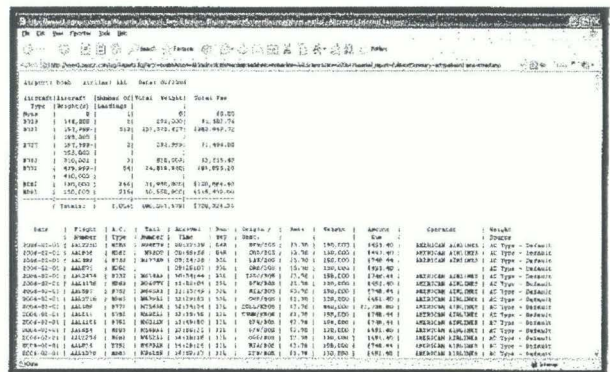
PASSUR Pulse™ for Landing Fee Billing

Focus of this module: allows the airport to replace the "self-reporting" model of landing fee collection with airport-generated landing fee reports and invoices.

Key components are:
1. Accuracy and credibility of activity counts and aircraft weights
2. Ease of use – reports are one-click on the web
3. Transparency: carriers are able to log onto to their own account on the web and see the complete landing report used to calculate their bill, with full detail or in summary

Key capabilities are:
1. Carriers can access their monthly landing fee report online
2. Carriers do not have access to their monthly report until airport has finalized it
3. Full editing and auditing capabilities: all details of an operation (time, weight, runway, aircraft type, etc) can be edited
4. "Anomaly reports": airports can automatically segregate unusual landing records from the main report for further investigation
5. Audit trail: once finalized, a billing report cannot be changed
6. Reports can be integrated into existing invoicing and accounts receivable systems, such as Airport Business Manager/AIMS, PeopleSoft, PropWorks, and others

Appendix B

MAINTENANCE SUPPORT SERVICES

Most Megadata software may be maintained and upgraded remotely, without the need for onsite visits.

PASSUR™ SYSTEM Maintenance
The PASSUR System providing Data to Subscriber's location is a system that is a part of a Network of PASSUR Systems, and as such, is the sole responsibility of Megadata to maintain. Megadata warrants that it will keep the PASSUR System in good working order and will maintain and repair the system as needed to insure the delivery of the subscribed PASSUR Data services to Subscriber.

PASSUR Pulse™, PASSUR Portal™, PASSUR inSight™, and PASSUR Data Feed Maintenance
The PASSUR database and software which underlies the PASSUR Pulse™, PASSUR Portal™, PASSUR inSight™ applications, and the PASSUR Data Feed is the sole responsibility of Megadata to maintain. Megadata warrants that it will keep the PASSUR Software in good working order. Megadata reserves the right, but is under no obligation to upgrade, update, and/or modify the data feed and software. Megadata shall provide reasonably adequate notice to the Subscriber of any such changes as early as possible prior to their implementation.

PASSUR™ Data Services 24/7 Technical Support Hotline
Subscribers to any PASSUR product subscription services have available to them a twenty-four hour, seven day (24/7) a week hotline telephone service center to call for assistance with any technical or operating questions that may occur. That number is 866-437-7247. PASSUR products have the capability of being remotely diagnosed when problems occur. This provides an advantage in solving issues at a faster level without the need for an on-site visit from our technical staff.

PASSUR   KNOW NOW.

Appendix C

Pricing

Product	SAT Monthly Subscription Fee & Set-Up Fees
PASSUR Pulse Landing Fee Audit Module	$ 1,890 / Month $ 2,500 Set-Up Fee
PASSUR Pulse Landing Fee Billing Module	$ 2,375 / Month $12,500 Set-Up Fee
Total Monthly Subscription Fee Total Set Up Fee	$ 4,265 / Month $ 15,000 Set-Up Fee

Appendix D

Landing Fee Management Program

1: Basic Training
- Understanding the Pulse reports:
  - Understanding the data: training on the different sources of information in the reports, and the rules designed to ensure maximum completeness and accuracy
  - Understanding the filters: training on the user-friendly filters to create customized reports

2: Validation of counts
- At the start of Pulse integration, there are always discrepancies found between Pulse reports and carriers and/or FBO self-reports, due to the fact that Pulse is based on an independent, detailed radar report.
- The PASSUR team will compare existing self-report samples (from carriers and/or FBOs) to verify:
  - Counts
  - Weights
  - Contact information (for GA activity)
- In cases of discrepancies or anomalies, PASSUR will work with the airport to determine if they are due to:
  - Better and more accurate reporting through Pulse (most common reason)
  - Airspace-related anomalies: nearby airports, complex runway configuration, diversion activity can all be factors. Once we have isolated these, airport can choose to:
    - Have the most obvious anomalies automatically cleaned and purged at the source
    - Leave borderline anomalies in place for airport review and editing
    - Remove borderline anomalies automatically at the source
  - This process typically lasts 60-90 days, to allow for several months of full reports to be reviewed

3: Deploying proactive billing
- PASSUR landing fee specialists will help the airport plan and build a proactive landing fee program to replace self-reporting. This involves multiple steps, including:
  - Validation of counts (see #2 above)
  - Validation of weights with carriers and PASSUR fleet tracking specialists
  - Review of rules and protocols for landing fee billing on Pulse
  - Communication with carriers on plan for landing fee management on the web
  - Create hand off file for integration into existing invoicing and accounts receivable systems

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Agreed to and accepted by:

City of San Antonio:

Signature   uuu
Signature

Penny Postoak Ferguson
Name/Title/Date
Assistant City Manager
_1/8/08_

Billing Instructions:

Aviation Department/Properties Division
Bill To
9700 Airport Blvd.
Address
San Antonio, TX 78216
Address
Fiscal Operations
Attention (if applicable)

Megadata Corporation:

Signature

Jeff Devaney, CFO 12-19-07
Name/Title/Date

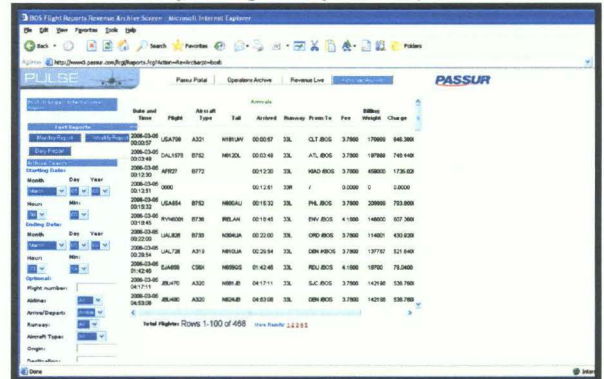**Approved:**

City Attorney

ATTEST:

City Clerk

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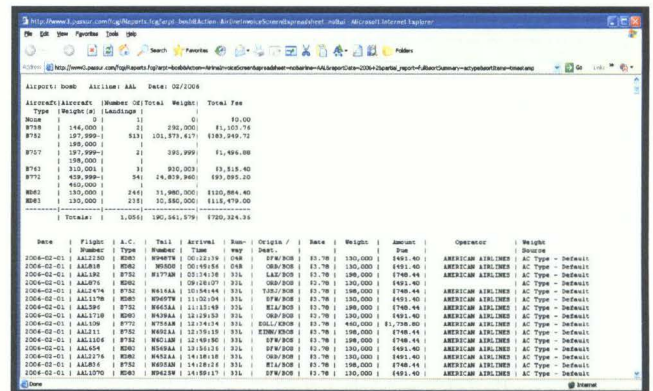
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