

**MINUTES  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
OPERATIONS COMMITTEE MEETING  
February 19, 2015**

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Committee Members Present:

Charles Ramdatt, City of Orlando (Committee Chairman)  
Steve Fussell, Seminole County  
Fred Schneider, Lake County

Committee Members Absent:

Hector Lizasuain, Osceola County  
Jim Harrison, Orange County

Also Present:

Joseph A. Berenis, Deputy Executive Director of Engineering, Operations, Construction & Maintenance  
Laura Kelley, Deputy Executive Director of Finance & Administration  
Linda Brehmer Lanosa, Deputy General Counsel  
David Wynne, Director of Toll Operations  
Joann Chizlett, Director of IT  
Michelle Maikisch, Director of Public Affairs & Communication  
Mimi Lamaute, Recording Secretary/Paralegal

**CALL TO ORDER**

The meeting was called to order at 10:30 a.m. by Committee Chairman Charles Ramdatt.

**PUBLIC COMMENT**

There was no public comment.

**APPROVAL OF DECEMBER 1, 2014 MINUTES**

A motion was made by Mr. Fussell and seconded by Mr. Schneider to approve the December 1, 2014 Operations Committee minutes as presented. The motion carried with 3 members present and voting AYE by voice vote; Mr. Harrison and Mr. Lizasuain were not present.

### **UPDATE ON CENTRALIZED CUSTOMER SERVICE SYSTEM (CCSS)**

Deputy Executive Director Laura Kelley gave an update on the Centralized Customer Service System.

### **DISCUSSION ON ADJUSTING THE PREPAID MINIMUM ON E-PASS ACCOUNTS FROM \$25 TO \$15**

Director of Toll Operations David Wynne reported that CFX management has had some internal discussions about ways to provide commuter relief during the I-4 construction.

One of the recommendations staff came up with to make opening an account more affordable is to reduce the amount of money that is required to open an E-Pass account from \$25 to \$15 for the first transponder and from \$25 to \$10 for additional transponders on the same account. This would require Board action in order to implement because it will require a change to the E-PASS User agreement.

**A motion was made by Mr. Schneider and seconded by Mr. Fussell to recommend to the Board that the E-PASS User Agreement be revised to provide for a reduction of the prepaid minimum on E-Pass accounts from \$25 to \$15 for the first transponder and from \$25 to \$10 on additional transponders on the same account. The motion carried with 3 members present and voting AYE by voice vote; Mr. Harrison and Mr. Lizasuain were not present.**

### **DISCUSSION ON AUTO REPLENISH THRESHOLD FOR E-PASS ACCOUNTS**

Mr. Wynne explained the current auto replenishment thresholds for E-PASS accounts. Staff has discussed customizing the auto replenishment amount for each customer, based on their usage.

Michelle Maikish reported that SunPass is currently charging \$5 for the sticker transponder with an auto replenishment amount of \$10. We provide the transponders for free in a five-county area and have an auto replenishment amount of \$25. We could easily do a short survey of our customer database to find out if this is an issue for our customers.

By consensus, the committee members directed staff to conduct a survey of our customers regarding the auto replenishment threshold.

Chairman Ramdatt requested that we determine the actual percentage of customers that this affects. Mr. Fussell suggested that we keep it simple in order to avoid confusion. Mr. Schneider would like to see the percentages for business and residential customers.

### **DISCUSSION ON BILLBOARD PROCEDURES AFFECTING CFX**

Deputy Executive Director Joseph Berenis explained that under the new billboard laws CFX is not being notified when a billboard permit has been issued adjacent to our right-of-way. There have been instances where we have completed a landscape project and then received a letter from the county or city stating we are blocking the view of the billboard. If the billboard permit was issued before the landscaping was started, we must remove or modify the landscaping.

Mr. Berenis requested that the city and counties notify CFX on all billboard permits applications, for our review and input.

The committee members agreed to provide the contact information for their jurisdictions regarding billboard permits to Recording Secretary Mimi Lamaute. In turn, CFX will contact them and request that they notify our landscape architect on all billboard permit applications.

### **OTHER BUSINESS**

There was no other business to come before the Operations Committee.

### **ADJOURNMENT**

The meeting was adjourned at 11:22 a.m.

Minutes approved on July 20, 2015.

*Pursuant to the Florida Public Records Law and CFX Records Management Policy, audio tapes of all Board and applicable Committee meetings are maintained and available upon request to the Records Management Liaison Officer at [publicrecords@CFXWay.com](mailto:publicrecords@CFXWay.com) or 4974 ORL Tower Road, Orlando, FL 32807. Additionally, video tapes of Board meetings commencing July 25, 2012 are available on the CFX website, [www.CFXway.com](http://www.CFXway.com).*

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## **Agenda** **Central Florida Expressway Authority** **OPERATIONS COMMITTEE**

**February 19, 2015**  
**10:30 a.m.**  
**Pelican Conference Room 107**

- A. **CALL TO ORDER** – *Charles Ramdatt, Operations Committee Chairman*
- B. **PUBLIC COMMENT**  
Pursuant to Florida Statute 286.0114 (2013) the Operations Committee will allow public comment on any matter either identified on this meeting agenda as requiring action, or anticipated to come before the Committee for action in reasonable proximity to this meeting. Speakers shall be limited to three minutes per person and the assignment of one person's time to another or designation of group spokesperson shall be allowed at the discretion of the Committee Chairman.
- C. **APPROVAL OF DECEMBER 1, 2014 MINUTES** – *Charles Ramdatt, Operations Committee Chairman* (TAB C)
- D. **UPDATE ON CENTRALIZED CUSTOMER SERVICE SYSTEM (CCSS)** – *Laura Kelley, Deputy Executive Director* (TAB D)
- E. **DISCUSSION ON ADJUSTING THE PREPAID MINIMUM ON E-PASS ACCOUNTS FROM \$25 TO \$15** – *David Wynne, Director of Toll Operations* (TAB E)
- F. **DISCUSSION ON AUTO REPLENISH THRESHOLD FOR E-PASS ACCOUNTS** - *David Wynne, Director of Toll Operations* (TAB F)
- G. **DISCUSSION ON BILLBOARD PROCEDURES AFFECTING CFX** – *Joseph Berenis, Deputy Executive Director*
- H. **OTHER BUSINESS**
- I. **NEXT SCHEDULED MEETING: APRIL 20 AT 10:30 AM**
- J. **ADJOURNMENT**



**TAB C**

**MINUTES**  
**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY**  
**OPERATIONS COMMITTEE MEETING**  
**December 1, 2014**

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Committee Members Present:

Charles Ramdatt, City of Orlando (Committee Chairman)  
Jim Harrison, Orange County  
Steve Fussell, Seminole County  
Fred Schneider, Lake County

Committee Member Absent:

Hector Lizasuain, Osceola County

Also Present:

Joseph A. Berenis, Deputy Executive Director of Engineering, Operations, Construction & Maintenance  
Laura Kelley, Deputy Executive Director of Finance & Administration  
Linda Brehmer-Lanosa, Deputy General Counsel  
David Wynne, Director of Toll Operations  
Joann Chizlett, Director of IT  
Michelle Maikisch, Director of Public Affairs & Communication  
Corey Quinn, Director of Expressway Operations  
Darleen Mazzillo, Recording Secretary/Executive Assistant

(Chairman Welton Cadwell attended the meeting briefly to thank the Operations Committee members for their service.)

**CALL TO ORDER**

The meeting was called to order at 10:30 a.m. by Committee Chairman Charles Ramdatt. Introductions were made.

**PUBLIC COMMENT**

There was no public comment.

**APPROVAL OF MINUTES OF OCTOBER 6, 2014**

A motion was made by Mr. Fussell and seconded by Mr. Harrison to approve the October 6, 2014 Operations Committee minutes as presented. The motion carried with 3 members present and voting AYE by voice vote; Mr. Schneider and Mr. Lizasuain were not present.

(Mr. Schneider arrived at this time.)

### **OPERATIONS COMMITTEE CHARTER REVIEW/OVERVIEW OF OPERATIONS COMMITTEE**

Deputy General Counsel, Linda Brehmer-Lanosa gave a general overview of the Government in the Sunshine Laws (attached as Exhibit "A").

In addition, Ms. Brehmer-Lanosa passed out the Code of Ethics, for the Committee's information (Exhibit "B").

The Operations Committee Charter (Exhibit "C") was provided to the committee members in their packets. There were no questions or comments from the committee members regarding the Charter.

**A motion was made by Mr. Harrison and seconded by Mr. Fussell to acknowledge the Operations Committee Charter. The motion carried with 4 members present and voting AYE by voice vote; Mr. Lizasuain was not present.**

### **UPDATE ON CONSOLIDATED CUSTOMER SERVICE SYSTEM (CCSS)**

Director of Toll Operations David Wynne provided a history and overview of the Consolidated Customer Service Center (attached as Exhibit "D").

Throughout the presentation committee members asked questions about the CCSS, which were answered by CFX staff.

Ms. Brehmer-Lanosa gave a status report on the bid protest and subsequent appeal of the original ruling. In April 2014 a protest was filed by Accenture and Cubic citing irregularities in the procurement process. The protest period lasted until September 2014 when a favorable decision was awarded from the hearing officer. In October 2014 an appeal of the original ruling was filed by Cubic, with Accenture dropping out of the suit. Ms. Brehmer-Lanosa anticipates it could take six to eighteen months for the appeal process. She confirmed that CFX is not a party to the appeal.

The Turnpike Enterprise has informed us that they will be sending their draft version of the Interlocal Governance Agreement to us in the next few weeks. We will be focusing on this governance agreement while the appeal process takes place.

Discussion took place regarding the procurement process that was used. The committee members talked about the possibility of starting the process over again using a more standard procurement method. Mr. Fussell suggested that a risk assessment analysis be done.

Mr. Berenis mentioned that the delay caused by the appeal will result in additional costs for CFX that we did not anticipate. We will be forced to request Board approval to enter into an interim agreement with our

current vendor, Xerox to keep our back office running. In addition, our current customer service system is getting older and we may have to consider a host system replacement. Mr. Fussell requested a synopsis of those additional costs, including a contingency plan.

Mr. Ramdatt suggested that we work actively with the Turnpike Enterprise to review the options, including restarting using a new procurement process.

Staff was directed to:

- 1) Prepare a risk assessment analysis of the procurement process
- 2) Prepare a synopsis of additional costs incurred as a result of the appeal delay
- 3) Work with the Turnpike Enterprise to review all options

It was decided to have an Operations Committee meeting in January to discuss these issues.

#### **FUTURE MEETINGS**

It was decided to hold the Operations Committee meetings quarterly, with special meetings as needed. The schedule will be January, April, July and October. The committee members were in agreement that Mondays at 10:30 a.m. was a good time for them.

Agenda items from committee members should be sent to the Executive Director via Darleen Mazzillo.

#### **OTHER BUSINESS**

- 1) Director of Expressway Operations, Corey Quinn gave a status report on CFX Expressway Operations (presentation attached as Exhibit "E").
- 2) Mr. Fussell said that Commissioner Carey brought up the subject of merit pay at a Board meeting a few months ago. He reported that he has been in contact with HR Director Neel Long regarding merit based pay, as well as skills training, workplace harassment, ethics, etc. Ms. Kelley said that Neel Long is working on different versions of performance pay scenarios for the Board to consider.

#### **ADJOURNMENT**

The meeting was adjourned at 11:53 a.m.



MINUTES  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
OPERATIONS COMMITTEE MEETING  
December 1, 2014

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Minutes approved on \_\_\_\_\_, 2014.

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**TAB D**

CFX Version

**CENTRALIZED CUSTOMER SERVICE SYSTEM INTERLOCAL  
AGREEMENT**

**By and Between**

**FLORIDA'S TURNPIKE ENTERPRISE, MIAMI-DADE EXPRESSWAY  
AUTHORITY, CENTRAL FLORIDA EXPRESSWAY AUTHORITY, and TAMPA-  
HILLSBOROUGH EXPRESSWAY AUTHORITY**

This Interlocal Agreement ("Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 2014 by and between the Florida Department of Transportation/Florida's Turnpike Enterprise (hereinafter "FDOT" or "FTE"), Miami-Dade Expressway Authority (hereinafter "MDX"), Central Florida Expressway Authority (hereinafter "CFX"), and Tampa-Hillsborough Expressway Authority (hereinafter "THEA") (individually a "Participating Agency" and collectively, the "Participating Agencies.")

**RECITALS**

**WHEREAS**, each of the Participating Agencies own and operate toll facilities in the State of Florida; and

**WHEREAS**, the four Participating Agencies have previously entered into a Memorandum of Understanding dated September 12, 2012 (the "MOU") to facilitate implementation of a Centralized Customer Service System, (hereinafter "CCSS") for combined back office operations for electronic toll collection activities; and

**WHEREAS**, the MOU requires the Participating Agencies to implement the CCSS through a jointly developed Interlocal Agreement among all the Participating Agencies pursuant to Section 163.01, Florida Statutes; and

**WHEREAS**, this Agreement is an extension of the Memorandum of Understanding; and

**WHEREAS**, this Agreement creates the governance framework for collective management of the CCSS development, implementation and ongoing operations; and

**WHEREAS**, Section 4 of the MOU states that the Interlocal Agreement will include agreement on a detailed list of twenty specific items which are included in this Agreement by reference; and,

**WHEREAS**, the Participating Agencies commit to agree and implement terms that satisfy the list of twenty specific items included in the MOU; and,

**WHEREAS**, the four Participating Agencies recognize that customer service and overall efficiencies should be enhanced by creating a CCSS; and

**WHEREAS**, the four Participating Agencies recognize that combining the four agencies' electronic toll collection services will provide cost efficiencies to each Participating Agency and a reduction in each Participating Agency's electronic toll collection costs; and

**WHEREAS**, the four Participating Agencies have worked cooperatively to provide input and support in order to formulate uniform policies, procedures, business rules and requirements for the CCSS; and

**WHEREAS**, it is the intent of the four Participating Agencies to work cooperatively in equal partnership to procure, develop and manage the operation and maintenance of the CCSS; and,

**WHEREAS**, the four Participating Agencies agree that FTE will be the initial Contracting Agency (as defined herein) and shall develop, advertise and contract with the selected CCSS Vendor for the toll collection services identified in the procurement document cooperatively with the Participating Agencies; and

**WHEREAS**, Section 163.01, Florida Statutes, Florida Interlocal Cooperation Act of 1969, authorizes public agencies to provide services and facilities through the use of cooperative agreements for the mutual advantage of each governmental entity; and

**WHEREAS**, FTE, MDX, CFX, and THEA are equal partners and shall have equal decision making authority relating to the CCSS and all associated activities; and

**WHEREAS**, the Participating Agencies desire to enter into an Interlocal Agreement for the management, operations and maintenance of a CCSS for electronic toll collection activities to: (i) provide a single point of contact for all of the Participating Agencies' non-cash toll collection customers to improve and simplify customer service; (ii) reduce each Participating Agency's cost of non-cash toll collection; and (iii) provide a single, combined customer service system with regional satellite offices;

**NOW, THEREFORE**, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the Participating Agencies hereto agree as follows:

## ARTICLE I DEFINITION OF TERMS

The following definitions apply for the terms used in this Agreement:

**ASSOCIATE AGENCY**: An agency that is granted permission by the Participating Agencies to utilize one or more of the services of the CCSS after execution of this Agreement.

**CCSS**: Centralized Customer Service System. The system being developed and operated by the CCSS Vendor to manage the collection of electronic tolls in accordance with this Agreement and the Invitation to Negotiate Procurement Documents developed by the Participating Agencies

**CCSS CHANGE MANAGEMENT GROUP:** The Change Management Group is made up of a representative of each of the four Participating Agencies to oversee all hardware and software changes that are initiated by the CCSS Vendor and all hardware and software changes that are requested by the Participating Agencies.

**CCSS DESIGN-DEVELOPMENT GROUP:** The Design-Development Group is made up of a representative from each of the four Participating Agencies and an individual consultant who serves as the Design-Development Team Leader.

**CCSS MANAGEMENT GROUP:** The CCSS Management Group is made of the four Executive Directors (or Interim Executive Director, as the case may be) from each Participating Agency.

**CCSS OPERATIONS GROUP:** The CCSS Operations Group is made up of a representative from each of the four Participating Agencies and an individual consultant who serves as the Operations Team Leader.

**CCSS VENDOR:** The Company or Team that is selected by the CCSS Management Group through the selection process administered by the Contracting Agency to develop, maintain and operate the CCSS.

**CONTRACTING AGENCY:** A Participating Agency designated by the other three Participating Agencies to coordinate the development, advertisement, and contracting of the CCSS Vendor, which is initially designated to be FTE.

**DESIGN-DEVELOPMENT TEAM LEADER:** An individual consultant selected by majority vote by the CCSS Management Group to lead the CCSS Design-Development Group.

**INVITATION TO NEGOTIATE PROCUREMENT DOCUMENTS:** These documents can be viewed at the following link: <http://www.floridasturnpike.com/ccssforum/itn.html>

Volume I – Systems Requirements

Volume II – Operations Requirements

Volume III – Implementation Related Services, Training and Maintenance Requirements

Volume IV – Performance Requirements

Attachment 1 – CCSS Business Rules

Attachment 2 – Agency Volume and Operations Information

Attachment 3 – Agency Facility Maps

Attachment 4 – Agency Toll Rate Schedules

Attachment 5 – Agency Discount Plans and Special Programs

Attachment 6 – Interface Control Documents

Attachment 7 – Pinellas Bayway Walk-in Center

Attachment 8 – Future Transit Functionality

Attachment 9 – CCSS Process Flows

Attachment 10 – Agency Specific Reports



OPERATIONS TEAM LEADER: An individual consultant selected by majority vote by the CCSS Management Group to lead the CCSS Operations Group.

## ARTICLE II RESPONSIBILITIES

The Participating Agencies agree:

1. To implement and abide by the policies in Attachment A. Operating Policies, as amended from time to time in accordance with Article III, which is hereby adopted and incorporated into this Agreement by this reference.
2. To share the costs of the CCSS in accordance with the methodologies identified in Attachment B, Revenue and Cost Allocation, as amended from time to time in accordance with Article III, which is hereby adopted and incorporated into this Agreement by this reference.
3. To implement and abide by Contract Administration Procedures in Attachment C, Contract Administration, as amended from time to time in accordance with Article III, which is hereby adopted and incorporated into this Agreement by this reference.
4. To coordinate individual and joint agency marketing activities for the SunPass system.
5. To maintain high standards of customer service at all times, ensuring that members of the public are given prompt and courteous attention and customer service matters given top priority.
6. To work to achieve and maintain the cost savings and efficiencies of having a centralized service system for customers of the Participating Agencies and a single vendor managing the collection of electronic tolls.

## ARTICLE III CCSS PROJECT DECISION MAKING

1. CCSS Management Group Each member of the CCSS Management Group shall have equal voting rights. The CCSS Management Group shall have management responsibility for the CCSS as defined herein and shall represent the interests of the Participating Agencies. Majority vote shall be required to authorize action on matters concerning the CCSS and the CCSS Vendor. If there is a split vote of the members, the motion or action shall fail. Approval of the CCSS Management Group shall be required for the following actions:
  - a. Amendments to Attachment A, Operating Policies, Attachment B, Revenue and Cost Allocation, and Attachment C, Contract Administration
  - b. Actions identified as requiring CCSS Management Group approval in Attachment A.

Operating Policies, and Attachment C. Contract Administration.

- c. Actions referred by the CCSS Design-Development Group or the CCSS Operating Group.
  - d. Disputes of the CCSS Design-Development Group
  - e. Disputes of the CCSS Operations Group
  - f. Any other matter relating to the CCSS, the CCSS Vendor and associated activities not listed here that requires resolution or direction for the successful implementation and operation of the CCSS.
2. **CCSS Design-Development Group:** The Design-Development Group shall be made up of a representative from each of the Participating Agencies, appointed by each Participating Agency's Executive Director, and an individual consultant who will serve as the CCSS Design-Development Team Leader. The cost of the Design-Development Team Leader's contract will be shared equally by the Participating Agencies. The CCSS Design-Development Group will be charged with overseeing the design and development of the CCSS between the Participating Agencies and the CCSS Vendor. The CCSS Design-Development Team Leader will be selected by the CCSS Management Group by majority vote and will be responsible for coordinating, documenting and communicating the work of the CCSS Design-Development Group. The CCSS Design-Development Team Leader will review key issues with agency representatives of the CCSS Design-Development Group and reconcile design and development decisions by a majority vote of Participant Agency representatives. The CCSS Design-Development Group will be maintained and supported by the Participating Agencies throughout the Design-Development Phase, which shall be defined as the period of time starting at the contracted CCSS Vendor's Notice to Proceed and ending upon System Acceptance.
3. **CCSS Operations Group:** The CCSS Operations Group shall be made up of a representative from each of the four Participating Agencies, appointed by each Participating Agency's Executive Director, and an individual consultant who will serve as the CCSS Operations Team Leader. The CCSS Operations Team Leader will be a contract employee selected by majority vote of the CCSS Management Group. The cost of the Operations Team Leader's contract will be shared equally by the Participating Agencies. The CCSS Vendor shall have responsibility for the operations of the CCSS and the CCSS Operations Group shall have responsibility for overseeing the CCSS Vendor. The Participating Agencies' representatives may be located at the CCSS to support the oversight of the CCSS operations and provide the capability to support agency-specific needs, including high-priority customer issues for a Participating Agency.
4. **CCSS Change Management Group:** The CCSS Change Management Group shall be made up of a representative of each of the four Participating Agencies, appointed by each Participating Agency's Executive Director, and shall oversee all hardware and software changes that are initiated by the CCSS Vendor and all hardware and software changes that are requested by the Participating Agencies. The CCSS Vendor shall have responsibilities for developing and implementing software

and hardware changes to ensure that the operations of the CCSS system meet the performance requirements of the contract and the system provides any new functionality as directed by the four Participating Agencies.

5. Associate Agency Services: An individual Participating Agency cannot contract with other parties to pass through revenue collection activities to the CCSS unless an agreement was in place with a Participating Agency as of January 1, 2014. An Associate Agency may utilize one or more services of the CCSS only if there is a majority vote to do so by the CCSS Management Group. The CCSS Management Group shall determine by majority vote the associated fees, terms and conditions of the services to be provided by the CCSS to the Associate Agency.
6. CCSS Interoperability: The CCSS Management Group shall determine the fees, terms and conditions of interoperability contracts with other agencies, entities and consortiums by majority vote.
7. CCSS Assets and Liabilities: The Participating Agencies jointly own all of the assets and liabilities that arise out of the contract with the CCSS Vendor as defined under Attachment B. 3. CCSS Capital Costs.

#### ARTICLE IV

#### FLORIDA DEPARTMENT OF TRANSPORTATION/FLORIDA'S TURNPIKE ENTERPRISE RESPONSIBILITIES

1. FTE agrees to act as the initial Contracting Agency for the CCSS and shall assign appropriate staff to perform the duties described in Attachment C, Contract Administration, including among other activities, issuing the CCSS Invitation to Negotiate Procurement Document, administering the selection process for the CCSS vendor, and entering into a contract with the selected vendor.
2. As the initial Contracting Agency, FTE shall assign staff to participate with the other Participating Agencies in the procurement process for the CCSS Project including the evaluation and selection process.
3. As the initial Contracting Agency, FTE shall assign staff and participate in the Design-Development, Operations and Change Management of the CCSS Project as defined herein.
4. As the Contracting Agency, FTE shall produce a CCSS annual infrastructure, operations and management budget four (4) months in advance of the subsequent fiscal year for consideration by the CCSS Management Group. The budget shall include all costs for each Participating Agency to satisfy their responsibilities under this Agreement. The overall budget, as presented or amended by the CCSS Management Group, must be approved by majority vote prior to the start of any fiscal year. Each Participating Agency shall be responsible for securing individual agency or Board approval for its share of the budget.

5. If, for any reason, FTE is unable to continue in its role as the Contracting Agency, it shall provide notice one year in advance of the proposed date of termination. The three remaining Participating Agencies shall determine by majority vote which agency shall assume the role of Contracting Agency upon such date of termination. All assets, files, information, facilities, etc. involved in the delivery of the CCSS will be released and transferred by FTE to the new Contracting Agency at the end of the one year period.

#### **ARTICLE V MIAMI-DADE EXPRESSWAY AUTHORITY RESPONSIBILITIES**

1. MDX designates FTE as Contracting Agency for the CCSS Project.
2. MDX shall assign staff to participate with the other Participating Agencies in the procurement process for the CCSS Project including the evaluation and selection process.
3. MDX shall assign staff and participate in the Design-Development, Operations and Change Management of the CCSS Project as defined herein.
4. As a condition precedent to the execution of this Agreement, MDX will obtain an opinion of bond counsel that the terms of this Agreement, and any amendments thereto, and the implementation of the CCSS will not violate any bond covenants. The opinion will be dated and delivered on the same date as the effective date of this Agreement.

#### **ARTICLE VI CENTRAL FLORIDA EXPRESSWAY AUTHORITY RESPONSIBILITIES**

1. CFX designates FTE as Contracting Agency for the CCSS Project.
2. CFX shall assign staff to participate with the other Participating Agencies in the procurement process for the CCSS Project, including the evaluation and selection process.
3. CFX shall assign staff and participate in the Design-Development, Operations and Change Management of the CCSS Project as defined herein.
4. As a condition precedent to the execution of this Agreement, CFX will obtain an opinion of bond counsel that the terms of this Agreement, and any amendments thereto, and the implementation of the CCSS will not violate any bond covenants. The opinion will be dated and delivered on the same date as the effective date of this Agreement.

#### **ARTICLE VII TAMPA HILLSBOROUGH EXPRESSWAY AUTHORITY RESPONSIBILITIES**

1. THEA designates FTE as Contracting Agency for the CCSS Project.
2. THEA shall assign staff to participate with the other Participating Agencies in the procurement process for the CCSS Project, including the evaluation and selection process.
3. THEA shall assign staff and participate in the Design-Development, Operations and Change Management of the CCSS Project as defined herein.
4. As a condition precedent to the execution of this Agreement, THEA will obtain an opinion

of bond counsel that the terms of this Agreement, and any amendments thereto, and the implementation of the CCSS will not violate any bond covenants. The opinion will be dated and delivered on the same date as the effective date of this Agreement.

## ARTICLE VIII GENERAL PROVISIONS

1. Nothing in this Agreement shall be construed as empowering any Participating Agency to exercise any function properly residing with another Participating Agency. Each Participating Agency is solely responsible for setting the toll rates and schedules on the facilities under its jurisdiction. For a Participating Agency that is acting as a conduit for toll and transaction processing on behalf of other agencies, for which the Participating Agency does not have jurisdiction, it is understood that the toll rates and schedules may reside outside of the Participating Agencies direct control.
2. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties that are not parties to this Agreement or affect the legal liability of any party to the Agreement by imposing any standard of care different from the standard of care with respect to the electronic toll collection operations imposed by law.
3. No Participating Agency is responsible for any damage or liability occurring by reason of anything done or omitted to be done by another Participating Agency under or in connection with any work, authority or jurisdiction delegated to the other Participating Agency under this Agreement. It is understood and agreed that each Participating Agency shall fully defend, indemnify and save harmless other Participating Agencies, their Directors, officers and employees from all claims, suits or actions of every name, kind and description occurring by reason of anything done or omitted to be done under or in connection with any work, authority or jurisdiction delegated to the Participating Agencies under this Agreement.
4. All assets that arise out of the CCSS Vendor contract are collectively owned by the Participating Agencies.
5. Any Participating Agency may terminate their relationship with the CCSS as identified under this Agreement by providing a six month notice in advance of the proposed date of termination. The Participating Agencies will determine, administer and prepare an accounting of all revenues and expenses to be allocated to the departing Participating Agency. The departing Participating Agency shall have rights to the CCSS Data for which the Participating Agency has transactions. The departing Participating Agency shall have no rights to the collectively held assets of the CCSS unless the departing Participating Agency has been materially harmed by a material breach under this Agreement by one or more of the other Participating Agencies.
6. Any dispute, claim or controversy between the parties hereto which cannot be successfully mediated shall be resolved by binding arbitration conducted under the Commercial Arbitration Rules for Large Complex Commercial Disputes. The American Arbitration Association shall conduct such arbitration, and the arbitration proceeding shall occur in Orange County, Florida. All legal questions and issues concerning the rights and obligations of Participating Agencies arising from this Agreement and any amendment thereto shall be resolved by application of Florida Law and the judgment of arbitration panel shall be enforceable in accordance with the provisions of the Florida Arbitration



Code.

7. This document incorporates and includes all prior negotiations, correspondence, conversations, either written or oral, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any representations or agreements whether oral or written.
8. This Agreement shall become effective upon the final execution by the duly authorized representatives of the Participating Agencies and shall continue in force and effect unless terminated in accordance with the provisions contained herein.
9. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered or within three (3) days after depositing with the United States Postal Service postage prepaid by registered or certified mail return receipt requested or within one (1) day after depositing with an overnight delivery service from which a receipt may be obtained and addressed as follows:

FDOT/FTE: Diane Gutierrez-Scaccetti  
Executive Director/Chief Executive Officer  
Florida's Turnpike Enterprise  
Turkey Lake Service Plaza, Milepost 263  
Ocoee, FL 34761

CFX: Executive Director  
c/o Laura Kelley  
Deputy Executive Director  
Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, FL 32807

MDX: Javier Rodriguez, P.E.  
Executive Director  
Miami-Dade Expressway Authority  
3790 NW 21st Street  
Miami, Florida 33142

THEA: Joseph C. Waggoner  
Executive Director  
Tampa Hillsborough Expressway Authority  
1104 East Twiggs  
Tampa, FL 33602

IN WITNESS WHEREOF, the duly authorized representatives of the Participating Agencies have executed this Agreement this \_\_ day of \_\_\_\_\_, 201 4.

FLORIDA DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Secretary

Legal Review:

\_\_\_\_\_

FLORIDA'S TURNPIKE ENTERPRISE

\_\_\_\_\_  
Executive Director

Legal Review:

\_\_\_\_\_

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

\_\_\_\_\_  
Interim Executive Director

Legal Review:

\_\_\_\_\_

MIAMI-DADE  
EXPRESSWAY AUTHORITY

\_\_\_\_\_  
Executive Director

Legal Review:

\_\_\_\_\_

TAMPA HILLSBOROUGH  
EXPRESSWAY AUTHORITY

\_\_\_\_\_  
Executive Director

Legal Review:

\_\_\_\_\_

**CCSS INTERLOCAL AGREEMENT  
OPERATING POLICIES  
Attachment A**

1. Meetings

The CCSS Management Group shall meet, in person or by telephone, as necessary, not less often than quarterly, to meet the obligations detailed in this Agreement.

The CCSS Design-Development Group, the CCSS Operations Group and the CCSS Change Management Group shall meet, in person or by telephone, as often as necessary to meet the obligations detailed in this Agreement and at least monthly during the respective time periods for which these groups are active within the CCSS Project. The Design-Development Group, Operations Group and Change Management Group members shall report back to their respective Management Group members following each meeting and shall regularly advise such Management Group members about design-development or day-to-day operations, respectively, of the CCSS Project.

2. Staffing

Each Participating Agency shall designate sufficient personnel to accomplish the tasks necessary for the Design-Development and Operations phases of the CCSS Project. Each Participating Agency shall be solely responsible for the costs associated with the assignment of its personnel to support the CCSS Project. These costs are exclusive of all other shared costs of the CCSS Project that are approved on an annual basis by majority vote of the CCSS Management Group.

3. Notices

Each Participating Agency shall provide immediate notice to the other Participating Agencies of the activities undertaken outside of this Agreement that are likely to or will affect the obligations and performance of work conducted under this Agreement.

4. Payments

4.1 Contractor Payments

Review, approval and payment of contractor invoices shall be in accordance with the procedures in Attachment C. Contract Administration, to this Agreement.

4.2 Agency Reimbursement

Florida's Turnpike Enterprise shall be reimbursed by each of the other Participating Agencies according to the cost allocation formulas in Attachment B to this Agreement and the annual budget approved the CCSS Management Group. Florida's Turnpike Enterprise shall provide copies of the contracted CCSS Vendor's invoices to each of the other Participating Agencies with the associated calculation of the cost allocation according to the formulas in Attachment B.

5. Records

Each Participating Agency shall maintain full and adequate books, records, accounts and any and other work products, materials, and other data relevant to their

obligations under this Agreement for a minimum of seven (7) years after the contract has been terminated.

6. Banking

Each of the Participating Agencies' Chief Financial Officers will meet and jointly determine and document CCSS banking policies and procedures. Decisions regarding banking policies and procedures will be determined by majority vote of the Participating Agencies Chief Financial Officers. Any disputes will be settled by the CCSS Management Group.

7. Financial Reconciliation

The CCSS Vendor shall have responsibility for financial reconciliation of pre-paid deposits, revenue from fees and fines, credit card replenishments and refunds. The CCSS Vendor shall generate the reports for which revenue and costs are allocated to the Participating Agencies, based on the formulas defined in Attachment B, Revenue and Cost Allocation. The CCSS Management Group, with assistance from the Chief Financial Officers and appropriate finance staff from the Participating Agencies, shall be responsible for oversight of financial reconciliation.

8. Confidential and Sensitive Information

During the CCSS operations, each Participating Agency may have access to confidential and sensitive information that is not under their jurisdiction, including, but not limited to, customer account information, data security, and financial information. Confidential information may not be used for any purpose other than as directly related to the CCSS operations and may not be disclosed to third parties without the consent of the Participating Agency with jurisdiction over the information.

9. CCSS System Modifications

The CCSS Vendor shall be responsible for all CCSS System Modifications. Modifications shall be made after review and approval by the CCSS Change Management Group. Costs for modifications shall be allocated based on the formulas defined in Attachment B. Revenue Cost Allocation.

10. CCSS System Access

Each Participating Agency shall be granted access to the CCSS System and associated Operations and Data Centers according to the terms of the contract. System access shall be available at each Participating Agencies' offices and at the CCSS facilities. A protocol shall be established collectively by Participating Agencies for granting appropriate rights access to the CCSS for Participating Agencies' staff and representatives.

11. Transponder Inventory

Florida's Turnpike Enterprise shall continue to act as the purchaser of SunPass transponders. The transponder inventory status oversight shall be the responsibility of the CCSS Vendor as defined in the CCSS Contract. Cost allocation to each Participating

Agency for transponder purchases shall follow the formula as defined in Attachment B, Revenue and Cost Allocation.

12. Marketing and Media Relations

The Participating Agencies shall coordinate, develop and implement joint and individual marketing and media relations strategies to successfully achieve the goals of the CCSS. The CCSS Management Group shall be notified of any independent marketing or media relations efforts that may impact the CCSS.



**CCSS INTERLOCAL AGREEMENT  
REVENUE AND COST ALLOCATION  
Attachment B**

1. Allocation Formulas

Revenues collected and costs for the CCSS shall be allocated according to the allocation formulas contained in this document. Allocation formulas shall be based on measures which are related to the electronic transactions associated with the CCSS development and operations. Allocation formulas may be reviewed and adjusted, as necessary. Any Participating Agency may request a review of the allocation formulas. Adjustments to allocation formulas must be approved by a majority vote of the CCSS Management Group. If there is a split vote of the members, the motion or action shall fail.

A fundamental concept adopted by the Participating Agencies for most cost allocation formulas is the assignment of costs based on the 'usage' of the CCSS by Participating agencies. The usage concept allocates the costs incurred by the Participating Agencies based on their usage of a particular cost element of the CCSS Vendor's invoices. For the operations and maintenance phase of the CCSS, the CCSS Vendor will invoice the Participating Agencies based on four categories of cost allocation for operations:

- Cost per active pre-paid account
- Cost per video bill (Toll-by-Plate) invoice mailed
- Cost per Uniform Traffic Citation mailed, and
- Cost per Court Hearing

Each of these cost categories will use a form of Participating Agency 'usage' to assign costs, as described in this document. Other CCSS costs, such as credit card fees, shall be allocated by other formulas, such as percentage of revenue, as defined herein.

2. CCSS Operations and Maintenance Costs

2.1 Pre-paid Account Operating Costs

Cost allocation for pre-paid accounts shall be allocated using a "Usage Day" formula. The Usage Day formula allocates costs to Participating Agencies based on the usage of a pre-paid account on each Participating Agency's facilities as follows:

Starting on the first day of the month, if a transponder or a license plate associated with a pre-paid account has a transaction on a Participating Agency's facility, that Agency will have a usage for that account for that day. If the same Participating Agency has additional transactions with that same transponder, or any other transponder on that account, the Agency will only be allocated a single usage of that account for that day. At the end of each day, the CCSS cost of each active account is divided between the agencies that had a 'usage' of the account for that day. The Prepaid Account Usage Day allocation formula is as follows:

Participating Agency cost allocation for a single usage day on an account =

Participating Agency's usage of an account/Number of Participating Agencies that had usage on an account.

## 2.2 Invoices

Cost allocation for invoices that are generated by the CCSS Vendor shall be allocated using an invoice usage formula. The invoice usage formula allocates costs to Participating Agencies based on the usage of an invoice to obtain the tolls due from customers as follows:

For each invoice that is generated by the CCSS Vendor, if an Agency has a transaction on the invoice, the Agency will have a 'usage' for that invoice. If the same Agency has additional transactions on the invoice, the Agency will only be allocated a single usage of that invoice. For each invoice that is generated, each Participating Agency that has usage of the invoice will share in the cost of the invoice based on the following formula:

Participating Agency cost allocation for an invoice =  $\text{Agency Usage of Invoice} / \text{Sum of All Participating Agencies' Usage for the invoice}$

## 2.3 Uniform Traffic Citations (UTCs)

The cost allocation formula for Uniform Traffic Citations is similar to the formula that is used for invoices in that the formula allocates costs to Participating Agencies based on the usage of a UTC to obtain the tolls due from customers, as follows:

For each Uniform Traffic Citation that is generated by the CCSS Vendor, if an Agency has a transaction on the UTC, the Agency will have a 'usage' for that UTC. If the same Agency has additional transactions on the invoice, the Agency will only be allocated a single usage of that UTC. For each UTC that is mailed, each Participating Agency that has usage of the UTC will share in the cost of the UTC based on the following formula:

Participating Agency Cost allocation for a UTC =  $\text{Agency Usage of UTC} / \text{Sum of All Participating Agencies' Usage for the UTC}$ .

## 2.4 Court Hearings

The cost allocation formula for court hearings is similar to the formulas used for invoices. For customers whose transactions have progressed to the adjudication process, the CCSS Vendor's costs to adjudicate will be shared equally among the Participating Agencies that have a transaction, or multiple transactions, associated with the same adjudication court hearing.

For each court hearing process that the CCSS vendor undertakes, if a Participating Agency has a transaction that is associated with the court hearing, the Participating Agency will have a 'usage' for that court hearing. If the same Participating Agency

has additional transactions that are associated with the court hearing, the Participating Agency will only be allocated a single usage for the court hearing. For each individual court hearing, each Participating Agency that has usage for the court hearing will share in the cost of the court hearing based on the following formula:

Participating Agency Cost Allocation for a court hearing =  $\text{Agency Usage for the court hearing} / \text{Sum of All Participating Agencies' Usage for the court hearing}$

#### 2.5 Credit Card Fees

Credit card fees shall be allocated on a monthly basis to each Participating Agency based on the following formula:

Participating Agency cost allocation for credit card fees =  $\text{Total credit card fees} \times (\text{Agency pre-paid net revenue for the month} / \text{Total pre-paid net revenue for the month for all Participating Agencies})$

The Participating Agencies will only pay the credit card fees required by the Florida Department of Financial Services selected financial institution(s).

#### 2.6 Interoperability Fee

If the CCSS Management Group decides to pay a fee to become an interoperable member with another agency or consortium, the fee will be paid for by the Participating Agencies using Usage Day. The Usage Day calculation will be based on a calculation of the average of the usage day for the period 12 months prior to the fee being incurred by the CCSS. If a 12-month period is not available, then the Usage Day Calculation will be based on the data that is available at the time of the calculation.

The CCSS shall not become interoperable with any agencies and/or entities outside of this agreement, without the majority approval of the CCSS Management Group. The CCSS Vendor and/or any Participating Agency which contemplates undertaking any activities that could result in an interoperable agreement with outside agencies or entities, must receive majority approval from the CCSS Management Group prior to undertaking those activities. All terms, agreements, fees, and commitments on behalf of the CCSS must receive CCSS Management Group approval prior to execution by the CCSS Vendor. The CCSS Management Group shall establish additional policies, procedures, penalties and incentives to ensure enforcement of this section.

#### 2.7 System Change Orders

If a particular agency requests a change to the functionality of the system, with the benefit of the change primarily being derived by the requesting agency, then the requesting agency will assume all costs of the change order.

All required software upgrades and other mutually beneficial software changes must be approved by a majority vote of the CCSS Management Group. For mandated system changes (such as a required software upgrade to maintain PCI compliance) or changes

that are to the benefit of multiple Participating Agencies, cost allocation for the change will be based on a Prepaid Account Usage Day allocation.

For system changes that provide benefits to multiple Participating Agencies, the allocation will be between the benefitting agencies. The allocation methodology will be based on the aggregate summation of each benefitting participating agencies' Prepaid Account Usage, as calculated by the Prepaid Account Usage Day, for the Fiscal Year prior to the change order. The cost allocation for system change orders which benefit multiple Participating Agencies shall be as follows:

System Change Order allocation for a Benefitting Participating Agency when multiple Participating Agencies benefit from the change order = (Prior Fiscal Year Benefitting Participating Agency Aggregate Usage Day/Sum of all Benefitting Participating Agencies' Fiscal Year Usage Day Costs) X the Total Cost of the Change Order.

3. CCSS Capital Costs

The initial capital cost for the design and development of the CCSS shall be allocated to the Participating Agencies based on a Prepaid Account Usage Day formula calculated for the last completed fiscal year prior to the execution of this agreement. The fiscal year shall be defined as the period from July 1<sup>st</sup> through June 30<sup>th</sup>.

4. Transponder Purchase Costs:

Transponder Usage Day will be the method for cost allocation for transponder purchases. The cost allocation will be based on the net difference between the cost of the transponders and the revenue received from the purchase of the transponders. Transponder purchase costs include all costs associated with the purchase, warehouse storage, distribution, packaging and other associated transponder purchase costs. No costs that are part of the CCSS Vendor's operating costs would be included in this allocation as they are covered in the CCSS Vendor's operating cost. The transponder purchase cost allocation will be based on the historical Transponder Usage Day from the prior twelve months. An audit of Transponder Purchase Cost Allocation may be conducted by any one of the Participating Agencies at their cost.

5. Negative Balance Costs:

For transactions which occur on a Participating Agency toll facility, the method of revenue allocation is 'First-In , First-Out' (FIFO). Transactions will be paid to each agency based on the order in which the transactions are received by the CCSS, and based on the availability of funds. If the CCSS Management Group decides to enter into an agreement for 'guaranteed tolls' with another agency or consortium as part of an interoperability agreement, then the CCSS will allocate any negative balance costs based on Prepaid Account Usage Day allocation. The negative balance will be allocated on an annual basis, using the Usage Day calculation for the 12 month period prior to the annual allocation.

6. Toll Revenue

Prepaid account toll revenues shall be distributed daily based on the actual prepaid transactions that are processed by the CCSS for each Participating Agency, with sufficient balance in the prepaid account to cover the final transaction amount. Prepaid account transactions will be processed against prepaid account balances in a First-In, First-Out (FIFO) method, where the time at which the transaction is received by CCSS shall be used to define the order in which the transaction amounts are debited against the prepaid account. If an account does not have a sufficient balance to cover a transaction, the transaction amount will not be remitted to the Participating Agency until such time that revenue to cover the transaction is received.

Toll-by-Plate revenues shall be distributed to Participating Agencies based on the actual Toll-by-Plate transactions that are processed by the CCSS for each Participating Agency. The Toll-by-Plate revenues will be distributed within one day of receipt of the revenues for the Toll-by-Plate transactions. Revenue distribution for all Toll-by-Plate transactions will be based on a First-In, First-Out (FIFO) method, where the time at which the transaction is received by CCSS shall be used to define the order in which the transaction amounts are paid. If the Toll-by-Plate payment is not sufficient to cover a transaction, the transaction amount will not be remitted to the Participating Agency until such time that revenue to cover the transaction is received.

7. Interest

Revenue allocation for any net interest on CCSS (State of Florida) Bank Accounts shall be allocated based on the percentage of net revenue for each agency for which the interest allocation is made. The net interest for bank accounts shall be defined as the interest on the accounts less any bank fees or bank charges for the accounts.

8. Violation Fines, Fees and Penalties

Fee and fine revenue will be allocated based on the Prepaid Account Usage Day where fines and fees are associated with prepaid account transactions. The Usage Day Calculation will be completed for the month in which the fine and fee revenue is acquired by the CCSS vendor.

If a fee or fine is related to unpaid transactions that have progressed to a Uniform Traffic Citation, the fines or fees will be allocated based on the percentage of related tolls that each Participating Agency has on the UTC. Invoice fees that are paid by customers to the CCSS shall be allocated to Participating Agencies based on the percentage of related tolls by each Participating Agency on the particular invoice that is paid.

9. Net revenue and fees for CCSS services provided to Associate Agencies

Any revenues or fees in excess of costs received for services provided to an Associate Agency shall be distributed to Participating Agencies based on the prior fiscal year Prepaid Account Usage Day allocation.



**CCSS INTERLOCAL AGREEMENT  
CONTRACT ADMINISTRATION  
Attachment C**

1. Contracting Agency

Florida's Turnpike Enterprise is the initial Contracting Agency for the CCSS Vendor contract. The designated Contracting Agency shall be responsible for coordinating, issuing and administering the contract procurement. The contract procurement shall follow the procedures of the Contracting Agency.

2. Vendor Selection

Each Participating Agency shall participate in the vendor selection process, including proposal evaluation, demonstrations, evaluation panels, final selection and contract negotiations. The CCSS Management Group shall make the final selection for the CCSS Vendor by majority vote. The CCSS Vendor negotiated contract must be approved by the CCSS Management Group by a majority vote. If contract approval by a Participating Agencies' governing board is required by agency procedures, notice for the contractor to proceed shall only be issued after such approvals are obtained.

3. Contract Administration

The Contracting Agency shall serve as the contract administrator. The Contracting Agency shall cooperate and consult with the other Participating Agencies as specified in this Attachment C.

4. Notices

The Contracting Agency shall be the point of communication with the contractor for all contract issues. The Contracting Agency shall notify the other Participating Agencies of any material contractor communications likely to affect the other Participating Agencies or contract performance. Communications between the Contracting Agency and the CCSS Vendor shall be documented and forwarded to the remaining Participating Agencies in a timely manner.

6. Contract Change Orders

Change orders shall only be issued by the Contracting Agency upon agreement of the Participating Agencies. The CCSS Change Management Group shall participate in the development and negotiation of change orders and CCSS Management Group shall be consulted prior to contract change order review and approval.

7. Contractor Performance

All Participating Agencies shall assist the Contracting Agency in monitoring contractor performance in accordance with the contract terms. Each Agency shall immediately notify the Contracting Agency of deficient performance or contractor default. The Agency shall provide to the Contracting Agency all agreed upon reports

necessary to monitor and measure contractor performance in a timely manner. The CCSS Management Group shall develop, implement and enforce corrective measures.

8. Contractor Invoices and Payments

The Contracting Agency shall be responsible for paying contractor invoices in full in accordance with the terms of the contract. The Contracting Agency shall forward contractor invoice and supporting documentation to the other Participating Agencies for review prior to contractor payment. Each Participating Agency shall review the invoice and provide the Contracting Agency with concurrence or notification of dispute within fourteen (14) days of receipt. CCSS Vendor invoices and supporting documentation shall be in a format mutually agreed upon by the Participating Agencies and incorporated into the contract. The Contracting Agency shall be reimbursed for the approved contractor payments in accordance with the cost allocation defined in Attachment B of this document.

9. Disputes

The Participating Agencies that are not the Contracting Agency shall be notified immediately of potential disputes concerning contractor payment or performance. The CCSS Management Group shall determine the actions taken as a result of disputes concerning CCSS Vendor payment and performance and shall determine corrective measures, if needed. In the event the CCSS Management Group determines that mediation should be pursued, each Participating Agency shall be represented during the dispute process, shall provide staff support as needed during the process and share in the costs of mediation.

10. Termination

The CCSS Vendor shall be terminated upon a majority vote of termination by the Participating Agencies.

# Turnpike Version

## CENTRALIZED CUSTOMER SERVICE SYSTEM MASTER AGREEMENT

THIS AGREEMENT is dated as of \_\_\_\_\_, 2015, and is entered into between the State of Florida Department of Transportation (the "Department"), the Central Florida Expressway Authority ("CFX"), the Miami-Dade County Expressway Authority ("MDX"), and the Tampa-Hillsborough County Expressway Authority ("THEA") (individually a "Participating Agency" and collectively, the "Participating Agencies").

### RECITALS

A. Each of the Participating Agencies is an agency of the State of Florida which owns and operates toll facilities that are included in the State Highway System.

B. The Participating Agencies desire to implement a single centralized customer service system ("CCSS") for statewide administration of electronic toll collection activities and to provide a single point of contact for all of the Participating Agencies' non-cash toll collection customers to improve and simplify customer service.

C. The Participating Agencies cooperatively developed the Scope of Work and Requirements for operation of the CCSS, which contains the mutually agreed upon requirements and rules under which the CCSS will operate, and was included in the ITN (as defined below).

D. On November 1, 2013, the Department advertised Invitation to Negotiate ITN-DOT-13/14-8001-SM (the "ITN"), soliciting proposals from firms interested in participating in competitive negotiations for the award of a contract to provide the CCSS and associated Operations and Maintenance (the "CCSS Contract").

E. Each of the Participating Agencies assigned qualified staff who participated in technical review of proposals from firms submitted in response to the ITN and in the ranking of the proposing firms to determine the proposer with which the Department will conduct negotiations for the CCSS Contract.

F. The Participating Agencies desire to continue to cooperate through the negotiation and implementation of the CCSS Contract.

### AGREEMENT

In consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Participating Agencies agree as follows:

1. Recitals. The foregoing recitals are true, correct, and incorporated into the body of this Agreement as terms.

2. Definitions. Words and terms not otherwise defined in this Agreement shall have the meanings provided in the ITN, the Exhibits to the ITN, and the ITN Addenda. Particular reference should be made to:

The Standard Written Agreement

The ITN Special Conditions

Exhibit A – Scope of Work and Requirements

Volume I – Systems Requirements

Volume II – Operations Requirements

Volume III – Implementation Related Services, Training and Maintenance Requirements

Volume IV – Performance Requirements

Attachment 1 – CCSS Business Rules

Attachment 2 – Agency Volume and Operations Information

Attachment 3 – Agency Facility Maps

Attachment 4 – Agency Toll Rate Schedules

Attachment 5 – Agency Discount Plans and Special Programs

Attachment 6 – Interface Control Documents

Attachment 7 – Pinellas Bayway Walk-in Center

Attachment 8 – Future Transit Functionality

Attachment 9 – CCSS Process Flows

Attachment 10 – Agency Specific Reports

Exhibit D – Glossary of Terms.

3. CCSS Contract Negotiations.

The Department will proceed with negotiation of the CCSS Contract with the selected proposer in accordance with the Final Order issued by the Department in the consolidated bid protests that were filed regarding the ITN (Division of Administrative Hearings Case Nos. 14-2322BID and 14-2323BID). The Department will appoint qualified Department staff to act as the Department Negotiation Team pursuant to the ITN and section 287.057(16)(a)2. The Department will invite representatives of CFX, MDX, and THEA to each scheduled Negotiation Team meeting. CFX, MDX, and THEA will provide the Department with the names, telephone numbers, and electronic mail addresses of each person they desire to receive an invitation. CFX, MDX, and THEA will assign such staff as each deems necessary and appropriate to be present for the negotiations, evaluate the terms being negotiated, and address comments or concerns to the Department Negotiating Team. Before commencement of the negotiations, the Department will identify to CFX, MDX, and THEA the name, telephone number, and electronic mail address of the Department staff who will be the primary contact or contacts for the attending representatives of the Participating Agencies.

During the course of the negotiations, the attending representatives of CFX, MDX, and THEA will advise the Department primary contact of any comments or concerns they may have regarding the Department's negotiations, including any specific terms under negotiation. While the Department will be solely responsible for negotiations with the selected proposer, the Department will in good faith consider all comments and concerns identified to it by the other Participating Agencies. The representatives of CFX, MDX, and THEA shall not negotiate directly with the selected proposer. To ensure the Department's ability to effectively conduct the negotiations, representatives of CFX, MDX, and THEA shall address comments and concerns regarding terms under negotiation to the appropriate Department staff and not to, or in the presence of, the selected proposer. If the Participating Agencies' attending representatives are not satisfied with the manner in which an expressed comment or concern is being addressed, they will advise their respective Executive Director. The Participating Agencies will work cooperatively to allow the Department to negotiate contract terms that will be acceptable to each Participating Agency.

At the conclusion of negotiations, each Participating Agency shall acknowledge to the Department, in writing, that the CCSS Contract terms negotiated by the Department are acceptable to the Participating Agency. Acknowledgement of acceptability of the CCSS Contract terms shall not be construed as making the Participating Agency a party to the CCSS Contract or prohibiting the Participating Agency from negotiating for additional or enhanced Operations Services as provided in section 5 of this Agreement. Each Participating Agency that provides such acknowledgement shall make the capital contributions required under section 6 of this Agreement and shall be entitled to obtain Operations Services from the CCSS as provided in this Agreement. If a Participating Agency fails or refuses to acknowledge its acceptance of the CCSS Contract terms, it shall have no further obligations under this Agreement and, pursuant to specific language that will be inserted in the CCSS Contract, will not be able to obtain Operations Services from the CCSS Vendor under the terms of its Agreement with the Department.

4. CCSS Contract Execution. Upon the successful conclusion of negotiations, the Department will execute the CCSS Contract with the successful proposer (the "Vendor"). The CCSS Contract will, among other things, require the Vendor to furnish the System and Services capability and associated Hardware, Equipment, and Software to meet the requirements in the ITN Exhibit A Volume I System Requirements, and associated Volume IV Performance Requirements, of the integrated, single statewide CCSS that will serve each of the Participating Agencies, through Approval of Go-Live and Final Acceptance of the Implementation Phase. The CCSS Contract will also require the Vendor to: (i) furnish all necessary Operations Equipment and physical build-out of the CCSS facilities, including walk-in centers; (ii) furnish all necessary Services required to meet the Volume III Implementation Related Services, Training and Maintenance Requirements and associated Volume IV Performance Requirements, including training of all Participating Agencies' users; and (iii) furnish all support and Maintenance of all CCSS Equipment and facilities. The CCSS Contract will further provide the terms under which the Vendor operates the CCSS System to provide Operations Services to the Department, CFX, MDX, and THEA

5. Supplemental CCSS Contracts. The CCSS Contract will specifically provide that CFX, MDX, and THEA may obtain additional or enhanced Operations Services for their individual benefit from the Vendor that exceed the scope or requirements included in the CCSS Contract at their individual cost, on such terms as they may individually later negotiate with the Vendor, including any Agency Specific Reports any of them may require. To ensure that the CCSS operates in a consistent fashion to provide the public with a streamlined single point of contact for non-cash toll collection business, the right to obtain additional or enhanced Operations Services shall not include the right to request that the Vendor operate the CCSS in a manner different than provided in the CCSS Contract or vary any aspect of the Operations Services which is accessible by the public. Additional or enhanced Operations Services will be provided directly by the Vendor to each Participating Agency under the terms of the specific contract between the Vendor and the Participating Agency. Each Participating Agency shall be responsible for compensating the Vendor for the capital expense of development and any additional ongoing operational costs associated with the services provided to the Participating Agency under any specific contracts for enhanced or additional services.

6. Capital Contributions. In recognition of the fact that the CCSS will serve each of the Participating Agencies, the capital cost for Design and Implementation of the CCSS System, through Final Acceptance of the CCSS System at the conclusion of the Design and Implementation Phase, shall be allocated to the Participating Agencies pro rata based on a Prepaid Account usage day formula calculated for the period from July 1, 2013 through June 30, 2014. The Prepaid Account usage day formula allocates a usage day to a Participating Agency if a transponder or a license plate associated with a pre-paid account has a transaction on a given day on the Participating Agency's facility. Only one usage day shall be allocated to a Participating Agency for use of the Participating Agency's facilities on a given day by a single pre-paid account, regardless of the number of transactions, license plates, or transponders associated with the account. The usage day formula shall be calculated as reflected on Exhibit A to this Agreement. Each Participating Agency's share of the capital costs for the CCSS System shall be equal to the ratio of its total usage days to the total number of usage days over the specified year period for all Participating Agencies. The initial expected schedule of payments to the Vendor is Exhibit B to the ITN. CFX, MDX, and THEA shall pay their share of the cost for Design and Implementation of the CCSS System to the Department no later than thirty (30) days after receipt of invoicing from the Department. The Department shall provide each of the Participating Agencies copies of invoices from the Vendor and such other documentation as they may reasonably request to substantiate the costs incurred by the Department for Design and Implementation of the CCSS System.

7. Design and Implementation Phase. Upon execution of the CCSS Contract, the Department will designate a Project manager. To enable Design and Implementation of the CCSS System, each Participating Agency shall provide the Department Project manager with such information and cooperation as is required for the Vendor to establish an Interface between the CCSS System and each Participating Agency's Toll collection and image processing Host System. Each Participating Agency shall further provide the Department Project manager with such information and cooperation as is required for the Vendor to establish the other Interfaces specified in Exhibit A Volume I System Requirements, or otherwise required for Operation of the CCSS System, including, but not limited to, the Interfaces to the Florida Department of Law

Enforcement for Registered Owner of Vehicle (“ROV”) Information and Registration Stops, Merchant Service Providers, Credit Card Update Service Providers, CCSS Banking Services Providers, Collection Agencies, and Court Clerks. Each Participating Agency shall provide the Department Project manager with such information and cooperation as is required for the Vendor to: (i) Design, develop, and test the CCSS System, including the Software required to operate the CCSS; (ii) perform the data migration, transition, and Go-Live testing; and (iv) perform the operational and Acceptance testing of the CCSS System.

During the Design and Implementation Phase, CFX, MDX, and THEA shall each designate a staff member who will be the primary contact for the Department Project manager to obtain any information needed by the Vendor. CFX, MDX, and THEA shall advise the Department Project manager of any concerns they may have regarding the Vendor’s performance in the Design and Implementation Phase. To avoid the potential for inconsistent direction to the Vendor, the representatives of CFX, MDX, and THEA shall address comments and concerns regarding the Vendor’s performance to the Department Project manager and not the Vendor. If a Participating Agency’s staff are not satisfied with the manner in which an expressed comment or concern is being addressed, they will advise their respective Executive Director. The Participating Agencies will work cooperatively throughout the Design of the CCSS System and the Implementation Phase.

Monthly Project reports furnished by the Vendor to the Department will be promptly provided to each other Participating Agency. The Department shall also invite the other Participating Agencies’ designated primary contact to all monthly progress meetings with the Vendor. The Participating Agencies will timely provide the Department Project manager with all comments and concerns regarding documentation required of the Vendor to allow the Department adequate time to formally address those concerns with the Vendor before approval of the Vendor’s Project Management Plan or other required documentation.

8. Operational Expenses for CCSS Services. At the start of the Operational Phase of the CCSS Contract, the operational costs for services provided by the CCSS shall be allocated to the Participating Agencies based on the Usage Day Model and Usage Methodology formulas as calculated in Exhibit A to this agreement.

The Usage Day Model will be used to allocate costs for Prepaid Accounts as defined in Exhibit A to this agreement. Only one usage day shall be allocated to a Participating Agency for use of the Participating Agency’s facilities on a given day by a single pre-paid account, regardless of the number of transactions, license plates, or transponders associated with the account.

The Usage Methodology shall be used to allocate costs for Postpaid invoices and enforcement activities as defined in Exhibit A to this agreement.

Additional costs incurred by the Department for credit card fees shall be paid by all of the Participating Agencies on the monthly basis. Credit card fees shall be paid by each Participating Agency based on the agency’s pro rata share of the fees. The pro rata share for each agency shall

be calculated by dividing the agency's revenue from prepaid accounts by the total net revenues for all of the Participating Agencies prepaid accounts for the billing month.

CFX, MDX, and THEA shall pay their share of the cost for Operational Costs of the CCSS System, including the cost of providing operational services to external agencies, to the Department no later than thirty (30) days after receipt of invoicing from the Department. The Department shall provide each of the Participating Agencies copies of invoices from the Vendor and such other documentation as they may reasonably request to substantiate the costs incurred by the Department for Operations of the CCSS System.

9. External Agencies Receiving Service from the CCSS. As defined in this Master Interoperability Agreement, the Participating Agencies to the Agreement are the Florida Department of Transportation, the Central Florida Expressway Authority, the Miami-Dade County Expressway Authority, and the Tampa-Hillsborough County Expressway Authority. All other agencies that receive services from the CCSS shall be considered External Agencies. All External Agencies shall pay a 'per transaction' fee for the processing of the transaction by the CCSS. The per transaction fee shall be established by the Department with input from the other Participating Agencies. The revenues from the fees collected for External Agency Transaction Processing shall be divided between the Participating Agencies on an annual basis. The revenues will be distributed to each of the Participating Agencies based on each agencies pro rata share of the revenues. The pro rata share for each agency shall be calculated by dividing the agency's revenues from toll collections by the total revenues collected by all of the Participating Agencies for the prior 12 month period.

10. Amendment of the CCSS Contract. Following execution of the CCSS Contract, the Department shall not agree to any amendment of the CCSS Contract that has a material impact on any of the terms thereof without: (i) providing CFX, MDX, and THEA at least sixty (60) days advance notice of its intent to amend the CCSS Contract; and (ii) considering in good faith any comments or concerns regarding the proposed amendment that CFX, MDX, or THEA submits to the Department, in writing, within such time period.

11. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered or within three (3) days after depositing with the United States Postal Service postage prepaid by registered or certified mail return receipt requested or within one (1) day after depositing with an overnight delivery service from which a receipt may be obtained and addressed as follows:

Department:     Executive Director  
                     Florida's Turnpike Enterprise  
                     Turkey Lake Service Plaza, Milepost 263  
                     Ocoee, FL 34761

CFX:                Executive Director



Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, FL 32807

MDX: Executive Director  
Miami-Dade County Expressway Authority  
3790 NW 21st Street  
Miami, Florida 33142

THEA: Executive Director  
Tampa-Hillsborough County Expressway Authority  
1104 East Twiggs  
Tampa, FL 33602

12. Binding Effect. This Agreement and all of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Participating Agencies and their respective successors and assigns.

13. Further Assurances. From and after the execution of this Agreement, the Participating Agencies shall do all such additional and further acts, and shall execute and deliver all such additional and further instruments and documents as any other Participating Agency may reasonably require in order to more fully perform the actions contemplated by and provided for in this Agreement.

14. Third Party Beneficiaries. Notwithstanding any provision of this Agreement to the contrary, no provision of this Agreement shall inure to the benefit of or be enforceable by any third party not a party hereto, it being the express intent of the Participating Agencies that there be no third party beneficiary to this Agreement.

15. Amendments. Neither this Agreement nor any term, covenant or condition hereof may be modified or amended, except by written agreement signed by all Participating Agencies.

16. Waiver. Failure by any party to complain of any action, non-action or breach of any other party shall not constitute a waiver of any aggrieved party's rights hereunder. Waiver by any party of any right arising from any breach of any other party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.

17. Execution. Notwithstanding any statutory or decisional law to the contrary, a facsimile transmittal or electronic transmittal of a .pdf shall constitute an original and be deemed to be "written" and a "writing" for all purposes of this Agreement. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

**[SIGNATURE PAGE FOLLOWS ON THE NEXT PAGE]**

IN WITNESS WHEREOF, the duly authorized representatives of the Participating Agencies have executed this Agreement this \_\_ day of \_\_\_\_\_, 2015.

FLORIDA DEPARTMENT OF  
TRANSPORTATION  
BY:  
FLORIDA’S TURNPIKE ENTERPRISE

MIAMI-DADE COUNTY  
EXPRESSWAY AUTHORITY

\_\_\_\_\_  
Executive Director

Legal Review:

\_\_\_\_\_

\_\_\_\_\_  
Executive Director

Legal Review:

\_\_\_\_\_

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

TAMPA-HILLSBOROUGH  
COUNTY EXPRESSWAY  
AUTHORITY

\_\_\_\_\_  
Interim Executive Director

Legal Review:

\_\_\_\_\_

\_\_\_\_\_  
Executive Director

Legal Review:

\_\_\_\_\_

## EXHIBIT A

### USAGE DAY FORMULA

#### **Prepaid Accounts – Usage Day Model**

In the Usage Day Model, when a customer's account has one or more transactions on a single agency's facilit(y)ies during the course of a day, they are assigned a 'single usage' of the customer's account for the day. The 'usage of the account' is independent of the number of transactions on the agency's facilit(y)ies and is also independent of whether one or more transponders from a customer's account had a transaction. If a transponder on the customer's account is used on another agency's facilit(y)ies on the same day, then this second agency would also be assigned a 'single usage' of the customer account and would share in the cost of the account for that *Usage Day*. At the end of each billing period, the number of daily 'account usages' is added up for each agency and the vendor's charges for the prepaid active accounts are allocated to the participating agencies based on their pro-rata share of 'account usages' during the billing period.

In order to calculate the allocation, a report will be run each billing period. The report will reflect the total number of 'account usages' by day for each participating agency over the entire billing period. Each agency will be allocated costs based on the following:

$$\left( \frac{\text{\# of agency's 'account usages' for billing period}}{\text{total\# of 'account usages' for billing period}} \right) \times \text{vendor's charges for prepaid active accounts}$$

#### **Postpaid Invoices and Enforcement Activities Usage Methodology**

The Usage Methodology is used for allocating agency costs for postpaid invoices generated and enforcement activities administered by the back office vendor. This methodology associates a single 'usage' if a toll agency had a single or multiple transactions on the invoice, or any associated enforcement activity. The costs associated with the invoice generation and administration of the invoice would be shared by each of the agencies that had 'usage' on the invoice.

In order to calculate the allocation, a report(s) will be run each billing period. The report(s) will reflect, by agency (separately for each type of notice). The total number of invoices on which one or more of the agency's transactions appeared, and the enforcement activity associated with each transaction.

Each agency will be allocated costs based on the following:

$$\left( \frac{\text{\# of invoices on which one or more of the agency's transactions appeared}}{\text{total \# of invoices for billing period}} \right) \times \text{vendor's charges for postpaid invoices}$$

$$\left( \frac{\text{\# of enforcement activities for the agency's transactions}}{\text{total \# of enforcement activities for billing period}} \right) \times \text{vendor's charges for enforcement activities}$$

**TAB E**





This LICENSE AND USE AGREEMENT (hereafter referred to as "Agreement") is entered into between you (hereafter referred to as "User") and the Central Florida Expressway Authority (hereafter referred to as "Authority"), regarding the use of the E-PASS Electronic Toll Collection System (as defined below) and the E-PASS transponder in and on certain roadways, ramps, parking facilities, or other facilities within the United States.

Use of the transponder by User after receipt of this Agreement shall be acknowledgment and acceptance by User of the terms and conditions of this agreement. The Authority may alter, amend, or otherwise change the terms and conditions of this Agreement at any time by written resolution and by providing notice that the Agreement has been altered, amended, or otherwise changed (an "Amended Agreement"). Notice of an Amended Agreement may be made by any of the following means:

- a. Publication of notice in directing User to a telephone number or other means of obtaining a copy of the Amended Agreement free of charge; or
- b. Posting of Amended Agreement at [ExpresswayAuthority.com](http://ExpresswayAuthority.com); or
- c. Mailing of Amended Agreement by United States Postal Service, postage prepaid, addressed to User at the address that appears on Authority records.

No specific method of providing notice of Amended Agreement is guaranteed, so long as the method chosen by the Authority is appropriate for such purposes.

For purposes of this Agreement, User will be deemed to have received notice of an Amended Agreement ten days after either (i) the publication of notice of an Amended Agreement in either The Navigator newsletter or at [ExpresswayAuthority.com](http://ExpresswayAuthority.com), or (ii) depositing of same with the United States Postal Service or in any receptacle thereof, postage prepaid, addressed to User at the address that appears on Authority records, whichever the Authority chooses for providing such notice. AFTER THE AUTHORITY PROVIDES NOTICE OF AN AMENDED AGREEMENT, IT IS USER'S RESPONSIBILITY TO OBTAIN AND READ SUCH AMENDED AGREEMENT. ANY USE OF AN E-PASS TRANSPONDER BEYOND THE LATER OF (I) THE EFFECTIVE DATE OF THE AMENDED AGREEMENT OR (II) THE DATE USER IS DEEMED TO HAVE NOTICE OF SUCH AMENDED AGREEMENT, SHALL BE DEEMED USER'S CONSENT AND AGREEMENT TO SUCH AMENDED AGREEMENT AND ITS TERMS.

User is responsible for maintaining User's address and E-PASS Account Information current by notifying the Authority immediately when any change occurs.

Section 1. E-PASS License. User is hereby granted a license to use the E-PASS transponder, in accordance with the terms of this Agreement. User shall be responsible for each transponder issued to User under this and/or subsequent Agreements and all amendments to such Agreements. User may only use the E-PASS transponder to gain passage through lanes approved for use by vehicles with an E-PASS transponder or having signs and/or symbols indicating such use is being honored at that lane. An E-PASS transponder may be purchased from the Authority for a fee from time to time set by the Authority.

Section 2. E-PASS Privilege. User acknowledges that use of the transponder is a privilege that may be revoked by the Authority at any time, for any reason.



**Section 3. Definitions. The following definitions shall apply to this Agreement:**

A. "Lane": Any portion of pavement, concrete, asphalt, or other material making up travel surface through any toll or fee collection plaza where payment by E-PASS Prepaid Account is honored, regardless of whether said lane is located on or in a roadway, ramp, parking garage, parking lot, or other location.

B. "Toll": Any fee as from time to time set, increased or decreased by action of the Authority's governing board or other appropriate board or government with jurisdiction over the respective charge, and that the Authority collects (by any method or means), for User's benefit and use of various roadways and ramps and which may be debited from User's Prepaid Account at any time during, following, or immediately before User's use of any roadway or ramp lane where payment by E-PASS Prepaid Account is honored.

C. "Parking Fee": Any fee as from time to time set, increased or decreased by action of the governing board of the Authority, Greater Orlando Aviation Authority ("GOAA"), or other entity owning or operating a parking garage, parking deck, parking lot, or similar venue and such entity having jurisdiction or commercial control over the respective charge, and which charge may be debited from User's Prepaid Account at any time during, following or immediately before User's use of any lane, gate, entrance, exit or other pass-through where payment by E-PASS Prepaid Account is honored. A Parking Fee specifically excludes Tolls.

D. "Commercial Fee": Any fee as from time to time set, increased or decreased by action of the governing board of the Authority or other entity offering goods or services, payment of which may be made with the E-PASS transponder and such entity having jurisdiction or commercial control over the respective charge, and charge which may be debited from User's Prepaid Account at any time during, following or immediately before User's use of any lane, gate, entrance, exit or other pass-through where payment by E-PASS Prepaid Account is honored. A Commercial Fee specifically excludes Tolls.

E. "E-PASS Electronic Toll Collection System": The compilation of toll booths, plazas, lanes, gates, E-PASS transponders, and associated software, hardware, and other facilities and equipment utilized in collecting Tolls, Parking Fees, and Commercial Fees with the E-PASS transponder, as payment for certain goods and services provided by the Authority or others. The "E-PASS Electronic Toll Collection System" shall be deemed to apply to the system as it relates to collection of Tolls, Parking Fees, and Commercial Fees, collectively.

F. Tolls, Parking Fees, and Commercial Fees may be referred to collectively as "tolls and fees."

**Section 4. E-PASS Customer Account Types. E-PASS provides two account types as follows:**

A. Private Accounts: Primarily for use by individual Users with 2 axle vehicles. Transponders issued to Private accounts are vehicle specific and may not be moved between vehicles without updating your E-PASS Account information. Private accounts will allow multiple transponders that will share the same account balance.

B. Commercial Accounts: Primarily for use by companies or businesses with corporate owned vehicles with 2 axles or more. Transponders issued to Commercial accounts are vehicle specific and may not be

moved between vehicles without updating your E-PASS Account information. Commercial accounts will allow multiple transponders that will share the same account balance.

#### Section 5. E-PASS and Transponder Usage.

A. User agrees to use E-PASS and transponder in accordance with the terms of this Agreement, and all rules and regulations governing the use of the E-PASS Electronic Toll Collection System as established by the Authority, and as, from time-to-time, may be amended or changed by the Authority.

B. User agrees to properly mount the transponder as explained in the Transponder User's Manual during all use of the transponder. Account adjustments will not be made for tolls incurred if the transponder is not properly mounted, and User shall remain liable for all tolls incurred on User's account.

C. Failure to comply with all applicable traffic laws, or rules and regulations of the Authority, or terms of this Agreement may lead to fines or suspension, revocation and/or cancellation of User's transponder, transponder license and/or E-PASS account.

D. User agrees to under no circumstances drive through a designated E-PASS lane at a speed greater than posted by the Authority or the State of Florida.

E. User agrees to not use the transponder to pay Tolls, Parking Fees, or Commercial Fees for more than one vehicle at a time.

G. User agrees that use of the E-PASS transponder is subject to enforcement procedures (including administrative fines, suspension, revocation and/or cancellation) incorporated in the rules and policies promulgated by the Authority from time to time.

H. User acknowledges and agrees that the Authority may use the transponder, or may authorize any other government agency to use the transponder, to collect anonymous traffic, travel, or other statistical information. The Authority will not use or assist any other entity using this data in a way that would associate User's personal identifying information with the anonymous information obtained. Notwithstanding the foregoing, the Authority has no duty or obligation to User in contravention of its legal obligations under the Florida Public Records Act or any other law or regulation, as the same may be from time to time amended.

I. User acknowledges and agrees that the Authority has no control over third parties' technological capabilities or use of electronic signal readers that may be capable of detecting the Authority's E-PASS transponder signals. User agrees to hold harmless the Authority from any and all damages, actual or perceived, incurred by User as a result of any such third party action or third party use of information obtained from such detection.

J. User agrees that User shall not, and shall not attempt to, reverse engineer or otherwise alter or tamper with the mechanical or electrical operation of the transponder.

K. Except for statutorily permitted Users of non-revenue transponders, User shall not attempt to use the transponder or other equipment in order to avoid payment of tolls or fees.

Section 6. Prepaid Account. User agrees to maintain a sufficient balance in User's Prepaid Account at all times to cover applicable tolls and other charges as described below.

A. User authorizes the Authority to deduct the following charges from the User's Prepaid Account:

1. Returned Check Charge: A deduction of \$25.00, as may be increased or decreased from time to time, will be made from User's Prepaid Account if any check is not paid on demand by the bank upon which the check is written.

2. Monthly Statement Charge: A deduction of \$0.50 will be made from User's Prepaid Account when a monthly statement of User's Account is requested to be mailed. User's customer statement may be accessed for free at [ExpresswayAuthority.com](http://ExpresswayAuthority.com). Internet availability of the customer statement is a courtesy and is not guaranteed.

B. User consents and agrees that applicable tolls charged by the Authority or other entities, as well as Parking Fees and Commercial Fees charged by other entities that accept E-PASS for payment, will be deducted from the User's Prepaid Account each time User's transponder is used.

C. User agrees that no interest shall be paid nor due to User on Prepaid Account balances.

#### Section 7. Replenishment of Prepaid Account ("Prepaid Account").

A. Prepaid Account: User agrees to maintain a Prepaid Account with the Authority to cover applicable tolls, fees, and charges. If such Prepaid Account is maintained by the use of automatic charges to User's credit card, User will be referred to as a Credit Card User. If maintained by check or money order, User will be referred to as a "Check User." User will prepay to the Authority a minimum of \$50.00 for the first transponder and \$25.00 for each subsequent transponder, or such amount as is determined to equal User's average monthly tolls and other authorized charges, whichever is higher.

B. Maintaining your Prepaid Account: User shall maintain the Prepaid Account by either credit card, check, or money order. If paying by credit card, User authorizes the Authority to automatically charge User's credit card when the Prepaid Account balance decreases to \$10.00 per transponder or to the pre-established "Low Balance" amount which is the "Replenishment Threshold" whichever is greater. The Authority will automatically replenish the account to its full Prepaid Account balance, or such amount as is determined to equal User's average monthly tolls and fees, whichever is greater by charging that amount against the credit card, and the Authority will credit that amount to the Prepaid Account. If paying by credit card, User authorizes the Authority to replenish the Prepaid Account as often as necessary to maintain a positive account balance.

If paying by check or money order User required to replenish User's Prepaid Account anytime the balance decreases to \$15.00 per transponder or to a pre-established "Low Balance" amount which is the "Replenishment Threshold" whichever is greater. Upon reaching the "Low Balance" amount which is the "Replenishment Threshold", whichever is greater, User agrees to send or deliver a check or money order in the amount necessary to fully replenish your Prepaid Account balance, or such amount as is determined to equal User's average monthly tolls and fees, whichever is greater to the E-PASS Service Center.

It is User's responsibility to ensure in advance that the Prepaid Account balance is sufficient to cover all tolls and fees. User should anticipate transactions where the ultimate toll or fee may be substantial (for example, without limitation, accumulated Parking Fees), and ensure sufficient Prepaid Account balance

accordingly. If User's Prepaid Account balance is insufficient to pay a toll or fee, User may be directed to a cash Lane and required to submit a cash payment for passage through the Lane.

Any delay by Authority in replenishing a credit card account or in pursuing balance replenishment for any negative account balance (whether Credit Card User or Check User's account), shall not be a waiver by the Authority to replenish the account or otherwise collect payment to cure a negative balance.

C. It is the User's responsibility to monitor the current status of the Prepaid Account and ensure that the account has sufficient funds to cover all applicable tolls, fees, and other charges. Account status may be obtained by calling 407-82E-PASS (407-823-7277), or online at [ExpresswayAuthority.com](http://ExpresswayAuthority.com), or at the Authority's Service Center locations.

D. User agrees that the Authority has the right to change required account replenishment amounts and replenishment thresholds, at any time or for any reason.

**Section 8. Lost or Stolen E-PASS Transponder.** In the event the E-PASS transponder is lost or stolen. User shall immediately notify the E-PASS Service Center at the address and/or phone number listed at the bottom of this Agreement. All toll and fee payments electronically recorded through the use of a lost or stolen E-PASS transponder will continue to be reflected on the User's Prepaid Account until notification of the loss or theft is reported in accordance with this section. User's transponder will be deactivated upon receipt by E-PASS of User's notification of the loss or theft. User will not be held responsible for future activity on the lost or stolen transponder after the E-PASS Service Center receives notification. Any unused prepaid balance will be available for use if User purchases a replacement transponder. In the event that the User does not purchase a replacement transponder, the remaining balance will be refunded by check or to a credit card in accordance with Section 14 below. Authorized or unauthorized use of the transponder by anyone shall be chargeable to the User's Prepaid Account until notification is made to the Authority in accordance with this agreement.

**Section 9. Non-Revenue Transponders.** The Authority may issue non-revenue transponders to certain military and emergency personnel, and other persons as provided in section 338.155(1), Florida Statutes. Non-revenue transponders generally may be used only for payment of Tolls, and not for payment of Parking Fees or Commercial Fees, and specifically will not be accepted for payment of Parking Fees at Orlando International Airport. However, in the event certain entities from time to time accept E-PASS for payment of goods or services, such other entities may choose to accept non-revenue transponders for payment, in their discretion or as agreed upon between the entity and the Authority. At facilities which do not accept non-revenue transponders for payment of Parking Fees or Commercial fees, transponder readers at Parking Fee and Commercial Fee facilities may not read non-revenue transponders, and associated equipment (e.g., gates, etc.) may not operate for non-revenue transponders. Users of non-revenue transponders shall not attempt unauthorized use of a non-revenue transponder.

**Section 10. Damaged Transponder.** Damaged transponders are not covered by express or implied warranty. For purposes of this Agreement, the term "damage" includes, but is not limited to, the following: defects or inoperability caused by tampering, abuse, improper use, battery leaks, defacement, painting, or accidental destruction. This section does not apply to malfunctions caused by a manufacturing defect, which are covered in Section 13 herein.

Section 11. Transponder Battery Replacement. E-PASS transponders are battery operated. The User is responsible for replacing the batteries in accordance with the instructions provided in the Transponder User's Manual. For User's convenience, Batteries may be replaced at various local Lowe's Home Improvement Warehouse stores (the "Lowe's battery replacement program"). The Authority in no way guarantees the continued existence of the Lowe's battery replacement program or the quality or functioning of replacement batteries.

Section 12. Termination of License. The Authority may terminate User's E-PASS Account for any reason, including but not limited to the following reasons:

- 1) for failing to maintain sufficient funds in User's Prepaid Account;
- 2) for violating any portion of this Agreement;
- 3) due to inactivity of one year or more;
- 5) any traffic violation on roadways or other property owned, operated, or maintained by the Authority,
- 6) abusive or offensive conduct or language by User directed toward the Authority's employees, officers, directors, consultants, or customers, whether at an E-PASS service center, the Authority's offices, on roadways, or any other location, or 7) other cause; or 8) for any other reason except those prohibited by law. Failure of the Authority to terminate User's account for these reasons or any other reason shall not constitute a waiver of the Authority's right to so terminate. User may terminate the E-PASS Account at any time by submitting a written notice of termination to an E-PASS Service Center. Any balance remaining after toll and fee payments and other appropriate charges have been deducted from User's Account, shall be refunded to User upon termination of the E-PASS Transponder Account in accordance with Section 15 below. User remains responsible for any and all other charges in excess of the remaining balance of funds available in User's Account. User shall not be allowed to open an E-PASS account if User had a previous account that was terminated for cause.

Section 13. Defective E-PASS Transponder. In the event of transponder failure or malfunction due to a manufacturing defect, User must immediately discontinue use of the transponder and notify the E-PASS Service Center to avoid possible payment violations and fines. Transponders may be tested for proper function and accuracy at the E-PASS Service Center. Defective transponders shall be replaced at no cost to User if returned to the E-PASS Service Center within the Authority's warranty period of 90 days after purchase, as may be increased or decreased from time to time. Costs related to delivery of the transponder to the E-PASS Service Center are the responsibility of the User. You acknowledge we have not made, and we expressly disclaim, any representation or warranty, expressed or implied, relating to the E-PASS transponder (including without limitation any implied or expressed warranty of merchantability, fitness for a particular purpose or conformity to models or samples).

Section 14. Refund of Prepaid Toll Balance: In the event the E-PASS Account is closed or terminated, and provided that the User has submitted updated contact information (i.e. name, address, credit card information, etc.), the remaining balance of the User's Prepaid Account shall be refunded to the User after toll and fee payments and other appropriate charges have been deducted. If User has provided the Authority with User's written current contact information, a credit card refund or a check refund will be issued by mail to the User within approximately 30 days of the E-PASS Account being closed or terminated. If User has not provided the Authority with written notice of changes in contact

information, or if the remaining balance of User's Prepaid Account is used to cover toll or fee payments, charges and/or fines relating to the account, the Authority is under no obligation to issue any refund, and shall dispose of the funds as required by law.

**Section 15. Miscellaneous:**

A. User releases the Authority, its officers, employees, or agents (collectively "Authority") from all loss, damage, or injury whatsoever from the use or performance of the E-PASS Toll Collection System and the transponder. The Authority shall not have any obligation or liability to the User with respect to the use, misuse, or performance of the E-PASS Electronic Toll Collection System or the transponder. The only relief available to the User shall be replacement by the Authority of any defective transponder in accordance with Section 13 of this Agreement. User agrees to indemnify, protect, and hold harmless the Authority from liability for all loss, damage, or injury to persons or property arising from the E-PASS Electronic Toll Collection System and/or transponder.

B. It is expressly understood and agreed that the Authority, with oral or written authorization from User, may make charges against User's credit card. User expressly understands and agrees the Authority shall not be liable to User for any damages resulting from these actions. Additionally, the Authority shall not be liable for:

1. Any incidental, indirect, special or consequential damages, including, but not limited to, loss of use, revenues, profits, or savings, even if the Authority knew or should have known of the possibility of such damages, or;
2. Claims, demands, or actions against User by any person, corporation, or other legal entity resulting from the use of the transponder(s), credit report inquiry, check authorization, and/or charging against User's credit card.

C. User agrees to pay all costs, including, but not limited to, collection fees, attorneys' fees, and court costs incurred by the Authority in the enforcement of the terms and conditions of this Agreement, from the time the Authority engages attorneys for such matter, through all stages of litigation (if any), including but not limited to pretrial, trial, all appellate levels, pre- or post-judgment collection, User's bankruptcy, administrative proceedings, or otherwise.

D. If for any reason User's Prepaid Account balance is insufficient for tolls, fees, fines, or any other charges due or owing to the Authority, User shall remain liable to the Authority for such insufficiencies and all applicable charges, and any funds received by the Authority for the User's account shall first be applied to reduction of such debt and then, but only then, to the credit of future transactions.

E. Should User be the subject of any Bankruptcy proceeding under the Bankruptcy Act or become insolvent, the Authority shall have the right to terminate User's E-PASS Account and services provided. User shall remain and be liable for the payment of all unpaid charges hereunder exclusive of any other remedy provided herein or by law.

F. This Agreement shall be binding upon and inure to the benefit of User and User's successors and the Authority and its successors and assigns. User shall not be permitted to assign the obligations or benefits of this Agreement without the written consent of the Authority.

G. Notwithstanding anything herein to the contrary, User agrees that if User allows another party to use User's transponder, User shall be liable and agrees to pay the tolls, fees, fines, and other applicable charges of such use and the obligations of this Agreement shall fully bind and be applicable to User as if User had incurred the such charges. User shall additionally be liable for any other costs and fees (including but not limited to those set forth in subsection C above) damages, expenses and liabilities owed to the Authority or incurred by the Authority as a result of User's allowing another party to use the transponder. Further, the Authority may fine User, suspend, cancel or revoke User's transponder and/or account for User's allowing another party to use the transponder, regardless of whether tolls, fees, costs, damages, expenses, or liabilities are incurred as a result of the other party's use.

H. The invalidity of any portion of this Agreement shall not affect any other portion of this Agreement, which shall remain in full force and effect. Any remaining valid and enforceable portion(s) of the Agreement shall operate and be interpreted as closely to the original intent as legally possible.

I. User shall inform the Authority of any changes to the information contained in the E-PASS Account records including name, address changes, phone numbers, vehicle information, and credit card information.

J. The Authority reserves the right to reject any Prepaid Account application, for any reason, except those prohibited by law.

K. The Authority reserves the right to offset amounts owed to the Authority for usage of the transponder from funds in User's Prepaid Account.

L. This Agreement shall be deemed to have been executed and will be performed in Orange County, Florida. All disputes and questions on interpretation shall be governed by and construed in accordance with the laws of the State of Florida, and venue for any action or proceeding arising hereunder shall be in Orange County, Florida.

M. Questions regarding User 's E-PASS Account or transactions charged to User's Prepaid Account should be directed to the E-PASS Service Center at the address and telephone number listed below.

E-PASS Service Center  
P.O. Box 720218  
Orlando, FL 32872

407-82E-PASS  
407-823-7277  
800-353-7277

Approved 10/03/13



**TAB F**

## LOW BALANCE/REPLENISHMENT

### TRANSPONDERS

1	10/40
2	20/55
3	30/70
4	40/85
5	50/100
6	60/115
7	70/130
8	80/145
9	90/160
10	100/175
30	300/475