

Executive Director Report March 10, 2016

- Participated as the keynote speaker at the Lake-Sumter MPO Horizon awards dinner on January 27, 2016. Chairman Cadwell was honored with the Annual Leadership Award for advancing transportation issues in the region. CFX was also honored to receive the Regional Partner Award.
- CFX Technology and Operations Division continues to work to support the City of Orlando's pursuit of the USDOT Smart City Challenge Award.
- The SR 417/Boggy Creek Road Interchange Ribbon Cutting Ceremony was held in February 12th and was well attended.
- Met with Chairman Viviana Janer on February 12th, Osceola County Commission to discuss the Osceola County Expressway Authority Master Plan projects.
- Commissioner Brenda Carey worked with our CFX team as a Toll Attendant and a Customer Service Representative on February 16th.
- Participated as a panelist at the 2016 OBJ Business of Transportation Luncheon on February 19th.
- Attended the Orange County School Board meeting with Commissioner Scott Boyd on February 23rd for recognition of the CFX public school bus rebate program.
- Met with Captain John W. Murray, the new Executive Director of Port Canaveral on March 1st to discuss future port expansion plans.
- Met with Diane Crews, Executive Director of the Orlando Sanford Airport Authority on March 2nd to discuss their expansion plans for airport parking facilities.
- Met with Commissioner Arrington and Commissioner Grieb from Osceola County on March 2nd to discuss the Osceola County Expressway Authority Master Plan projects.
- In accordance with the Wekiva Parkway Interlocal Agreement, on March 3, 2016 CFX completed a real estate transaction with the Florida Department of Transportation transferring right of way property located in Lake County in District V's portion of the Wekiva Parkway. Approximately 58.38 acres of land was transferred to FDOT in exchange for \$13,000,000. The property known as New Garden Coal property was previously acquired by CFX as one of the

4974 ORL TOWER RD. ORLANDO, FL 32807 | PHONE: (407) 690-5000 | FAX: (407) 690-5011

environmental parcels required to be purchased by the Wekiva Parkway and Protection Act.

- The valuation methodology to facilitate the buy/swap of SR 417 and SR 429 in Seminole and Osceola Counties continues to be reviewed by Florida Division of Bond Finance. A letter from the Seminole County Commission was sent to Governor Rick Scott on January 26, 2016 (Exhibit A, attached). A teleconference with representatives of FDOT was held on February 15th to discuss the issue. Seminole County received a letter from Secretary Boxold on March 4th that stated that the Division of Bond Finance has determined that the proposal to purchase FDOT's portion of SR 417 was economically unfeasible (Exhibit B, attached). On March 7, 2016, staff at the Division of Bond Finance indicated that they have not completed their review of the elements of the valuation methodology and plan to complete the review in the near future.
- FTE has begun construction on the Beachline express lanes, which will run from the Turnpike east to McCoy Road.
- CFX received the 1600 page executed contract between Xerox and Florida's Turnpike for the Centralized Customer Service System in December. An Executive Summary of the contract and associated Master Agreement received from the Turnpike has been completed (Exhibit C, attached). Backup documents are included.
- Met with the Executive Director of Florida's Turnpike Enterprise, Diane Scaccetti and Turnpike CCSS management consultants on February 16th to discuss the CCSS development process and corresponding schedule.
- The Florida Department of Transportation "FDOT" entered into an Interlocal Agreement with the CFX's predecessor agency, the Orlando-Orange County Expressway Authority, for the construction and operation of the Wekiva Parkway on June 11, 2014. One condition precedent to this agreement being effective is Section 13.(v), which reads:

"execution of a toll interoperability agreement between OOCEA and FDOT before the date of the opening to traffic of the first segment of the Wekiva Parkway, said agreement to provide for payment by OOCEA to FDOT of the actual cost incurred by FDOT to process toll transponder transactions in excess of the cost of transponder toll transactions processed by OOCEA for FDOT."

Since the first FDOT section of the Wekiva Parkway opened in January, 2016, the attached letter and Third Bilateral Amendment between FDOT and CFX to the Interagency Electronic Toll Collection Interoperability and Reciprocity Agreement (Exhibit D, attached) was sent to them for their consideration. A letter dated February 4, 2016 was received from FDOT's Turnpike Enterprise Chief Counsel, Walt Spiva, indicating that they are continuing to review the documents (Exhibit E, attached).

- CFX staff also attended/presented at the following meetings/events:
 - Leadership Orlando – 1/14
 - I-4 Ultimate Progress Meeting – 1/20
 - I-Drive ETC Presentation – 1/25
 - FDOT Industry Forum (Wekiva Parkway) – 1/26
 - Country Club of Mount Dora HOA (Wekiva Parkway) – 1/28
 - TEAMFL – 1/29 & 1/30
 - I-4 Ultimate Progress Meeting – 2/3
 - GOAA Managers Meeting (Presentation) – 2/10
 - I-4 Ultimate Progress Meeting – 2/17
 - SR 408 Eastern Extension PD&E EAG/PAG Meeting – 2/23
 - I-4 Ultimate Progress Meeting – 3/2
 - SR 408 Eastern Extension PD&E Alternatives Open House – 3/8 Mount Dora

PERFORMANCE DASHBOARD

JANUARY FY 2016
(July 1 - June 30)

CUSTOMER SERVICE

Activity	Wait Time		
	Actual	Avg	Target
Call Center	79,140	76,660	<1m
Service Center: East	9,679	10,426	<5m
Service Center: West	3,218	3,497	<5m



AVERAGE SPEED: PEAK DIRECTION

	mph	AM Peak (6-9)		PM Peak (4-7)	
		Avg mph		Avg mph	
SR 408 W. SR 50 to E. SR 50	55-65	53		54	
SR 417 Int'l Dr. to Seminole Co. Line	55-70	67		63	
SR 528 Sand Lake Rd. to SR 520	70	63		60	
SR 429 Seidel Rd. to SR 414	70	68		65	
SR 451 SR 429 to US 441	65	60		65	
SR 414 US 441 to US 441	65	64		63	

LEGEND: <10 11-20 >21

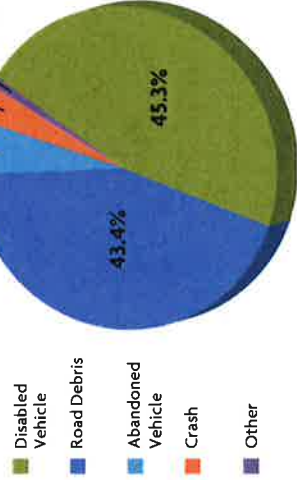
MAJOR CONSTRUCTION PROJECTS

Contract (millions)	Spend	% Spend	% Time	VAR
SR 417/Boggy Creek Rd. Interchange Improvements	\$72.6	\$72.3	99%	97%
SR 528 Airport Mainline Toll Plaza & Ramp Plaza	\$39.0	\$30.6	78%	82%
SR 417 Milling & Resurfacing, SR 50 to Orange/Seminole Line	\$6.1	\$3.5	58%	68%
SR 429/CR 535 South Ramp Improvements	\$2.0	\$1.9	93%	90%
SR 429, US 441 to North of Ponkan Road	\$56.1	\$12.6	22%	35%
SR 429 North of Ponkan Rd. to North of Kelly Park Rd.	\$46.6	\$10.3	22%	29%

LEGEND: Spend vs. Time <10 11-20 >21

SAFETY

ROAD RANGER: CATEGORY OF ASSISTS ON CFX ROADS



ROAD RANGER: NUMBER OF ASSISTS ON CFX ROADS



2014 FATALITIES

1.07	Nationwide: Arterials, Limited Access, Toll Roads
0.26	FDOT: Urban Toll Roads
0.20	CFX: Toll Roads Urban Only

Per 100 Million Vehicles Miles Traveled
2010-2014 - 5 Year Average

WRONG WAY DRIVING (WWD)

5 Locations	3	2
	Vehicles Detected	Turn Arounds

FINANCIALS

FINANCIALS

FY to Date	Actual	Budget	VAR
Total Revenue	\$225.1	\$200.3	12%
OM&A Expenses	\$32.2	\$36.7	12%
Net Revenue	\$109.8	\$80.3	37%

DEBT SERVICE

Year to Date	Actual	Budget
Senior Lien	2.26	2.13
Subordinate Lien	1.93	1.81

TOTAL TRANSACTIONS (millions)

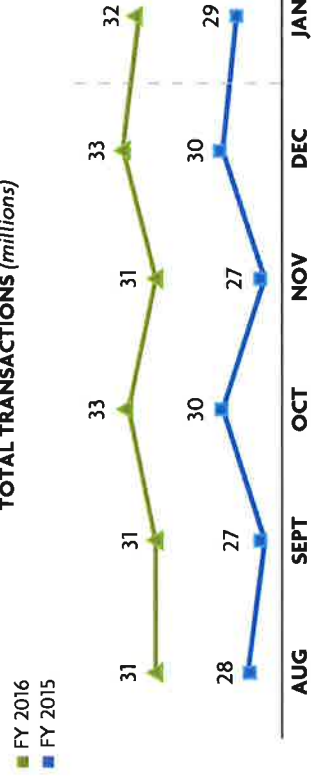


EXHIBIT "A"

Via email and US mail

January 26, 2016

The Honorable Rick Scott, Governor
State of Florida
400 S. Monroe St.
Tallahassee, FL 32399

**Subject: Florida's Turnpike Enterprise
SR 417 Express Lanes Project**

Dear Governor Scott:

We respectfully request that you direct your attention to the following matter where your intervention may save our citizens a lot of time and money. The Florida Turnpike Enterprise ("FTE") is currently contracting to double the capacity of a segment of the SR 417 toll road that extends from the Seminole/Orange county line north to SR 434 by adding 2 variable priced lanes in each direction. The FTE does not have jurisdiction of SR 417 south of the Seminole/Orange County border. Jurisdiction of SR 417 south of the Seminole Orange border is in the Central Florida Expressway Authority ("CFX"). CFX has no plans to extend the 2 variable priced lanes into Orange County.

CFX has confirmed that the four lane section of SR 417 to the south of the Seminole/Orange county line tracks average speeds of 63 – 64 mph during peak periods and carries more traffic today than the lanes in Seminole County. CFX's traffic forecast indicates that only one additional lane in each direction is needed for the foreseeable future. FTE's own traffic forecast indicates that SR 417 in Seminole County can handle the projected traffic at an acceptable level of service for the next twenty five years with just one additional lane in each direction.

Seminole County Commissioner, Brenda Carey, our representative on the CFX, has advised our Board that the CFX is in discussions with the FTE concerning the purchase of this segment of SR 417. Commissioner Carey has personally initiated discussions with FDOT Secretary Jim Boxold regarding the desire of the CFX to purchase four sections of toll roads currently owned by FTE that lie within the CFX jurisdictional boundary, including SR 417 in Seminole County. The Division of Bond Finance has agreed to recommend a detailed methodology for determining the net present value of toll road assets to facilitate a fair and impartial valuation process. The CFX will be able to apply consistent, logical and cost efficient management and expansion of the beltway around Orlando if this is accomplished. The funds generated by the sale of these assets would allow the FDOT to advance projects

Governor Rick Scott
January 26, 2016
Page Two

such as: (1) the I-75 Relief project connecting Tampa to Jacksonville; (2) the SR 528 east widening project in Brevard County; and (3) the widening of the Turnpike mainline from the Orange/Lake County border to Minneola.

The Seminole County Board of County Commissioners ("BOCC") is strongly opposed to the construction of the 2 variable priced lanes in each direction that is being pursued by the FTE. The BOCC respectfully requests your intervention to halt the construction of the unneeded express lanes on SR 417, especially during the construction of Ultimate I-4. We further ask that you support continued discussions between the appropriate parties that will lead to the logical placement of these roads under one jurisdiction. It is in the best interests of the citizens of Seminole County and the four county region, that CFX have jurisdiction over all toll roads in the Central Florida region.

Sincerely,

A handwritten signature in black ink, appearing to read "John Horan", written over a horizontal line.

John Horan, Chairman
Seminole County Board of County Commissioners

Cc: CFX Board Members
FDOT Secretary Boxold
BCC Members

EXHIBIT "B"



Florida Department of Transportation

**RICK SCOTT
GOVERNOR**

605 Suwannee Street
Tallahassee, FL 32399-0450

**JIM BOXOLD
SECRETARY**

March 4, 2016

Chairman John Horan
Seminole County Board of Commissioners
1101 E. First Street
Sanford, FL 32771

Dear Chairman Horan:

Thank you for your letter to Governor Scott concerning the Florida Turnpike Enterprise's SR 417 project. Governor Scott asked me to respond on his behalf.

As you know, the Central Florida Expressway (CFX) initially proposed purchasing the state's portion of SR 417. This proposal was reviewed by the Division of Bond Finance and FDOT and was deemed to be economically unfeasible. As an alternative, we have proposed a value for value exchange involving several facilities in Central Florida where FDOT and CFX own portions of the facility. The benefit of this approach is that it may enable each agency to reduce overlapping costs and inefficiencies that arise as a result of the joint ownership. Our discussions with CFX on a potential exchange or swap continue and we are hopeful that a mutually beneficial agreement can be reached.

Once again, I appreciate you taking the time to share your views on this issue and look forward to continuing our work together to improve transportation in Central Florida.

Sincerely,



Jim Boxold
Secretary

cc: Seminole County Commission
Central Florida Expressway
MetroPlan Orlando

EXHIBIT "C"

Centralized Customer Service System (CCSS)
Executive Summary
March 2016

BACKGROUND

In September 2012, Florida's Turnpike Enterprise (FTE), Central Florida Expressway Authority (CFX), Miami Dade Expressway Authority (MDX), and Tampa Hillsborough Expressway Authority (THEA) executed a Memorandum of Understanding (MOU) to implement a CCSS through a jointly developed Interlocal Agreement pursuant to Section 163.01, Florida Statutes.

CFX developed the first electronic toll collection system in the State of Florida (1994) and has maintained its own customer service system since the beginning. When MDX and THEA began electronic toll collection years later, FTE processed their electronic toll transactions through FTE's customer service system. MDX and THEA pay a fee to FTE for each electronic transaction processed.

By letter dated December 9, 2015, CFX was informed that the Florida Department of Transportation (FDOT) concluded the protest pertaining to the CCSS procurement and executed the contract with Xerox State and Local Solutions, Inc. The letter included a proposed Master Agreement and a copy of the 1600+ page Contract. Staff has reviewed the proposed Master Agreement and the executed contract and noted the following key points.

DEPARTURES FROM THE MOU

Contrary to the MOU, the proposed Master Agreement is not an "Interlocal Agreement" prepared in accordance with Section 163.01, Florida Statutes.

According to the MOU, the ILA was expected to include agreement on a number of items. Nevertheless, many key items were not addressed in the proposed Master Agreement, including:

- a. "Procedures to adopt or modify business rules related to functions of the CCSS." MOU, para. 4.vii.
- b. "Disposition of interest earnings on pre-paid toll accounts." MOU, para. 4.xix.
- c. Complete description of the approach to the "allocation and distribution to each agency the toll transaction and violation revenues and fees for their roadways and the associated processes for allocation and distribution." MOU, para. 4.xviii.
- d. Complete description of the approach to the "identification of each agency's costs related to the operations and administration of the CCSS and the method of allocation and collection of those costs." MOU, para. 4.xx.

FDOT's PROPOSED MASTER AGREEMENT

CFX must agree that the terms negotiated by FDOT in the Customer Service System Contract are acceptable to CFX, but such acceptance shall not be construed as making CFX a party to the CCSS contract.¹

CFX must agree to pay its share of the pro rata cost, but CFX would not have any control over the contract, including cost overruns, delays, liquidated damages, defective performance, and other issues.²

CFX can monitor the implementation, operation, and maintenance of the CCSS, but has no right to control, manage, or work directly with the Vendor.³

CFX would be obligated to pay its share of the operational costs, including the cost of providing operational services to external agencies.⁴ As a result, CFX would have an ongoing payment obligation, without any control over the deliverables or the cost, without a right to audit the allocation or determination of costs (including maintenance and subsequent capital costs), and without the right to possession of any deliverables or intellectual property in the event of termination of the contract or default by Xerox.

It cannot be determined at this point whether it would be more cost-effective to be a participating agency or an external agency.⁵

There are two types of agencies: participating agencies and external agencies. Participating agencies have to pay the capital, operational, and maintenance costs on an ongoing basis. The Participating Agencies are FDOT, CFX, MDX and THEA. All other agencies are external agencies. External agencies shall pay a transaction fee, which has not yet been set. The participating agencies shall divide the revenues received from the external agencies.

In an effort to attempt to estimate the relative costs, the price proposal lists the total initial contract cost (with the fee per paid invoice) with maintenance for years 1 through 6 of \$293,937,607 and an optional renewal cost for years 7 to 13 of \$299,958,760. A copy of the price proposal is attached as **Composite Exhibit A**. The initial estimate of CFX contribution of capital cost to the Department prior to go live is \$8 to \$10 million with a less-than-two-year

¹ Contract, Section 3, CCSS Contract.

² See Contract, Section 5, Capital Contributions: The capital cost of Design and Implementation of the CCSS System shall be allocated to the participating agencies pro rata based on a Usage Day Formula.

³ Contract, Section 6, Design and Implementation Phase: CFX would be required to direct concerns to the FDOT project manager, not the vendor. If CFX staff is not satisfied, staff should advise his/her respective executive director. CFX's primary contact is invited to attend progress meetings. FDOT will address the concerns with the vendor.

⁴ Contract, Section 7, Operational Expenses for CCSS Services.

⁵ Contract, Section 8. External Agencies Receiving Service from the CCSS.

project schedule and a general go live date in 2017, assuming there are no project delays. The exact price to be charged to the external agencies is unknown.

CFX has no right to control amendments to the CCSS Contract between FDOT and Xerox, even though it is being asked to partially fund the capital contributions as well as the operations and maintenance costs. The Department will be making all of the decisions on any CCSS Contract amendment.⁶

The proposed Master Agreement does not include provisions such as the following:

- a. All rights associated with equal partnership status, such as joint management and ownership, warranties, liquidated damages, transaction fees that are provided to FDOT, but not CFX, that was contemplated in the MOU through the development of an ILA.
- b. An interest in the capital investment
- c. An interest in the data and intellectual property rights
- d. A not-to-exceed amount or some assurance that the contribution will not exceed a certain amount for budgeting purposes
- e. A termination clause allowing CFX to exit out of the Master Agreement and recoup some of its investment in the event that the project is unsuccessful, too costly, or for some other reason.
- f. A process for CFX to participate and decide on and prioritize changes to the CCSS system.
- g. The dedication of an office for CFX at the Primary CCSS facility.⁷
- h. Detailed and specific cost allocations encompassing all facets of CCSS, including but not limited to:
 - o transponder purchases;
 - o fees charged by external agencies for the CCSS to be interoperable with external agencies, such as EZ-Pass in the northeast;
 - o allocation of salary and administrative overhead;
 - o handling of pre-paid tolls;
 - o revenue allocation for fees and fines;
 - o revenue allocation for negative balances;
 - o revenue allocation for interest on accounts.

⁶ Contract, Section 9, Amendment of the CCSS Contract: FDOT has the right to amend the CCSS contract with Xerox, even if it has a material impact, so long as FDOT provides CFX with 60-day notice.

⁷ The CCSS Contract requires Xerox to provide an office for CFX at the Primary CCSS facility for a CFX assigned staff person.

HIGHLIGHTS OF THE CCSS CONTRACT BETWEEN FDOT AND XEROX

1. Property Rights. All specifications, files, reports, data are the exclusive property of the Department.⁸ Observation: The contract specifically excludes an ownership interest in the specifications, files, reports, and data to CFX. Originally, CFX, through a review of the ITN, believed that it would have access to a replicated copy of the CCSS database. ITN, Exhibit A, Volume 1, System Requirements, section 1.1.3
2. Authority to Decide. The Director of the Department has the right to decide whether the vendor's services are satisfactory.⁹ Observation: CFX does not have the right to determine whether the vendor's performance is satisfactory.
3. Term. The term is for an initial period of seven (7) years with a renewal that may not exceed seven (7) years. One extension may be granted for a term not to exceed six months.¹⁰ Observation: FDOT has total control over the term and the extensions of the contract.
4. State's Transaction Fee. The State assesses a 1% transaction fee, which the Vendor shall pay to the State.¹¹ Observation: This is revenue that should be shared with the participating agencies.
5. Cap. The Department's obligations are limited to the amount budgeted.¹² Observation: CFX does not have a similar budget restriction.
6. Indemnification. The Vendor agreed to indemnify the Department.¹³ Observation: CFX is not included as an indemnified party.
7. Bond. The Vendor is required to provide the Department with a bond which is payable to the Department.¹⁴ Observation: CFX is not entitled to enforce the bond.
8. Insurance. The Department is an additional insured.¹⁵ Observation: CFX is not named as an additional insured.

⁸ Contract, Section 1C. Services and Performance.

⁹ Contract, Section 1F.

¹⁰ Contract, Section 2.

¹¹ Contract, Section 3G. Compensation and Payment.

¹² Contract, Section 3J.

¹³ Contract, Section 4A.

¹⁴ Contract, Section 4D. See also, ITN, page 45, 2.38, Performance Bond (The performance bond is payable to the Department).

¹⁵ Contract, Section 4E. See also ITN, page 43, 2.37, Insurance (The Department is named as an additional insured on all applicable coverage)

9. Termination. The Department has the right to terminate or take whatever action is deemed appropriate in the event of unsatisfactory performance of the Vendor.¹⁶ Observation: CFX does not have the right to terminate. Observation: CFX does not have a companion right to terminate.
10. Right to Work in Progress. All work in progress shall become the property of the Department.¹⁷ Observation: CFX does not have a similar right.
11. Warranties. The system warranty is for a period of one year from the date of acceptance by the Department. All servers shall have a warranty of not less than five years from the date of acceptance. There are similar warranties for equipment, software, third parties, services, data accuracy, and additional warranties. All of their warranties are for the benefit of the Department.¹⁸ Observation: CFX does not have the right to any of the warranties.
12. Liquidated Damages. The Department has the right to exercise liquidated damages in the amount of \$5,000 per day for each calendar day after the designated date for go live.¹⁹ Observation: CFX does not have a right to a refund or a share of the liquidated damages.
13. Escrow. The Department has the right to remove all technical documentation deposited with the escrow agent.²⁰ Observation: The Escrow is not available to CFX. CFX and the other Participating Agencies are paying for the capital cost of the project without any ownership interests.
14. Default. The Department may exercise a number of rights in the event of default including forcing performance and taking possession.²¹ Observation: CFX does not have the right to possession.
15. Lost Revenue. The contractor is obligated to reimburse the Department for revenues that are lost.²² Observation: The distribution of any such revenues to CFX is unclear.
16. Transition. The contractor shall cooperate with the Department to facilitate a smooth succession.²³ Observation: If the vendor is unsuccessful, it is unclear what rights and remedies CFX would have to recover its capital investment and to participate in the succession process.

¹⁶ Contract, Section 4B. There are two paragraphs numbered four. See also, ITN, page 50, 2.42, Notice of Default/Chance to Cure and Termination.

¹⁷ Contract, Section 4D.

¹⁸ ITN, page 39, 2.34, Warranties.

¹⁹ ITN, page 47, 2.40 Liquidated Damages.

²⁰ ITN, page 49, Section 2.41, Event of Default.

²¹ ITN, page 50, 2.43, Remedies in the Event of Default.

²² ITN, page 51, 2.44, Actual Damages.

²³ ITN, page 52, 2.45, Succession and Transition.

17. Inventions. The Department has the right, title and interest in and to inventions, software, ideas developed by the contractor and any subs for the Department.²⁴ Observation: This may encompass ideas that originated from CFX.
18. License. The Contractor grants to the Department a royalty-free, perpetual, universal, irrevocable, nonexclusive license in object code, etc.²⁵ Observation: The license does not extend to CFX.

²⁴ ITN, page 54, 2.48, Department Owned Inventions and Software.

²⁵ ITN, page 56, 2.51, License and Escrow.

**Composite
Exhibit "A"**

Sheet 1
Project Summary

Description of Services	Total Cost (\$)	Total Cost (\$)
INITIAL CONTRACT COSTS (Contract Years 1 - 7)	With Fee Per Invoice	With Fee Per Paid Invoice
System Costs (Sheet 2)	\$ 43,085,900	\$ 43,085,900
System Administration, Maintenance and Support Services (Maintenance Years 2-6) (Sheet 3)	\$ 30,743,682	\$ 30,743,682
Operations Costs with Fee per Invoice (Operations Years 1-6) (Sheet 4)	\$ 211,035,600	
Operations Costs with Fee per Paid Invoice (Operations Years 1-6) (Sheet 4)		\$ 217,761,600
Agency Specific Services (Maintenance Years 1-6) (Sheet 5)	\$ 2,283,396	\$ 2,283,396
Succession and Transition (Sheet 4)	\$ 63,029	\$ 63,029
Total Initial Contract Cost (with Fee per Invoice)	\$ 287,211,607	
Total Initial Contract Cost (with Fee per Paid Invoice)		\$ 293,937,607
OPTIONAL RENEWAL YEARS COSTS (Optional Contract Years 8 - 14)		
System Administration, Maintenance and Support Services (Maintenance Years 7-13) (Sheet 3)	\$ 47,221,130	\$ 47,221,130
Operations Costs with Fee per Invoice (Operations Years 7-13) (Sheet 4)	\$ 240,139,800	
Operations Costs with Fee per Paid Invoice (Operations Years 7-13) (Sheet 4)		\$ 249,577,800
Agency Specific Services (Maintenance Years 7-13) (Sheet 5)	\$ 3,159,830	\$ 3,159,830
Total Optional Years Cost (with Fee per Invoice)	\$ 290,520,760	
Total Optional Years Cost (with Fee per Paid Invoice)		\$ 299,958,760
Total Initial and Optional Years Cost (with Fee per Invoice)	\$ 577,732,368	
Total Initial and Optional Years Cost (with Fee per Paid Invoice)		\$ 593,896,368
OPTIONAL SPECIAL SERVICES		
Optional Account Review - Prior to Registration Stops - Level 1 - Year 1 Unit Cost	\$ 1.14	\$ 1.14
Optional Account Review - Prior to Registration Stops - Level 2 - Year 1 Unit Cost	\$ 1.14	\$ 1.14
Optional Account Review - Prior to Registration Stops - Level 3 - Year 1 Unit Cost	\$ 1.14	\$ 1.14
Optional Account Review - Prior to Uniform Traffic Citation Issuance - Level 1 - Year 1 Unit Cost	\$ 1.71	\$ 1.71
Optional Account Review - Prior to Uniform Traffic Citation Issuance - Level 2 - Year 1 Unit Cost	\$ 1.71	\$ 1.71
Optional Account Review - Prior to Uniform Traffic Citation Issuance - Level 3 - Year 1 Unit Cost	\$ 1.71	\$ 1.71
Contractor Provided Lockbox - Year 1 Unit Cost	\$ 0.47	\$ 0.47

Five hundred seventy seven million seven hundred thirty two thousand three hundred sixty eight

Dollars

Officer Signature
Typed Name, Title, Address and Phone Number

Date

Sheet 2
System Costs Summary

Item #	Description	Unit	Total Cost (\$)
1	System Hardware, Communication Equipment, Third Party Software, Installation and Commissioning not Otherwise Covered	LS	\$ 10,383,786
2	Software (GUI, Back-end), including System and License	LS	\$ 1,811,552
3	Design Documentation	LS	\$ 88,121
4	User, Maintenance, Operations and Project Documentation	LS	\$ 230,429
5	Training and Testing	LS	\$ 2,362,484
6	Telephony Systems (Contact Center and IVR Systems)	LS	\$ 3,070,666
7	Security System	LS	\$ 257,823
8	Service Centers, including Furniture and Equipment	LS	\$ 8,568,947
9	Warranty First Year of Operation - System Administration, Maintenance and Support Services (from sheet 3)	LS	\$ 6,526,688
10	Operations Mobilization (from Sheet 4)	LS	\$ 6,768,523
11	Agency Specific Services - Implementation (Sheet 5)	LS	\$ 17,257
12	Insurance and Bonding Implementation Period	LS	\$ 994,521
13	Project Management	LS	\$ 2,005,103
Total Initial System Cost			\$ 43,085,900

Forty three million eighty-five thousand nine hundred

Dollars

Officer Signature

Typed Name, Title, Address and Phone Number

Date

Sheet 3

**Initial and Optional System Administration, Maintenance and Support Services Costs Schedule
Summary**

Item #	Description of Maintenance Cost Item	Total Monthly Cost (\$)	Total Annual Cost (\$)	
INITIAL CONTRACT COSTS				
1	Year 1 of Maintenance	\$ 543,891	\$ 6,526,688	See Note #1
2	Year 2 of Maintenance	\$ 524,559	\$ 6,294,709	
3	Year 3 of Maintenance	\$ 516,764	\$ 6,201,170	
4	Year 4 of Maintenance	\$ 510,061	\$ 6,120,736	
5	Year 5 of Maintenance	\$ 509,216	\$ 6,110,597	
6	Year 6 of Maintenance	\$ 501,373	\$ 6,016,471	
Total Initial Contract Cost Years 1-6			\$ 37,270,370	
OPTIONAL COSTS				
7	Optional Year 7 of Maintenance	\$ 521,834	\$ 6,262,004	
8	Optional Year 8 of Maintenance	\$ 534,831	\$ 6,417,975	
9	Optional Year 9 of Maintenance	\$ 548,040	\$ 6,576,484	
10	Optional Year 10 of Maintenance	\$ 561,488	\$ 6,737,861	
11	Optional Year 11 of Maintenance	\$ 575,292	\$ 6,903,510	
12	Optional Year 12 of Maintenance	\$ 589,495	\$ 7,073,935	
13	Optional Year 13 of Maintenance	\$ 604,113	\$ 7,249,361	
Total Optional Cost Years 7-13			\$ 47,221,130	
Total Initial & Optional System Administration, Maintenance and Support Services Cost Years 2-13			\$ 77,964,812	

1. Note: Year One Total carried forward to Sheet 2 - System Cost Summary. Not included in the total of Sheet 3.

Seventy seven million nine hundred sixty four thousand eight hundred twelve

Dollars

Officer Signature

Date

Typed Name, Title, Address and Phone Number

Sheet 4

Initial and Optional Operations Costs Schedule Summary

Item #	Description of Items	Total Monthly Cost (\$)	Total Annual Cost (\$)	Total Monthly Cost (\$)	Total Annual Cost (\$)
INITIAL CONTRACT COSTS		With Fee Per Invoice	With Fee Per Invoice	With Fee Per Paid Invoice	With Fee Per Paid Invoice
1	Mobilization		\$ 6,768,523		\$ 6,768,523
2	Year 1 of Operations	\$ 3,129,200	\$ 37,550,400	\$ 3,238,700	\$ 38,864,400
3	Year 2 of Operations	\$ 2,954,600	\$ 35,455,200	\$ 3,059,600	\$ 36,715,200
4	Year 3 of Operations	\$ 2,889,250	\$ 34,671,000	\$ 2,977,250	\$ 35,727,000
5	Year 4 of Operations	\$ 2,889,950	\$ 34,679,400	\$ 2,976,450	\$ 35,717,400
6	Year 5 of Operations	\$ 2,861,200	\$ 34,334,400	\$ 2,947,700	\$ 35,372,400
7	Year 6 of Operations	\$ 2,862,100	\$ 34,345,200	\$ 2,947,100	\$ 35,365,200
Total Initial Contract Cost Including Mobilization Years 1-6			\$ 217,804,123		\$ 224,530,123
OPTIONAL COSTS					
8	Optional Year 7 of Operations	\$ 2,863,400	\$ 34,360,800	\$ 2,955,400	\$ 35,464,800
9	Optional Year 8 of Operations	\$ 2,864,650	\$ 34,375,800	\$ 2,970,650	\$ 35,647,800
10	Optional Year 9 of Operations	\$ 2,865,950	\$ 34,391,400	\$ 2,971,950	\$ 35,663,400
11	Optional Year 10 of Operations	\$ 2,867,300	\$ 34,407,600	\$ 2,980,300	\$ 35,763,600
12	Optional Year 11 of Operations	\$ 2,848,750	\$ 34,185,000	\$ 2,951,750	\$ 35,421,000
13	Optional Year 12 of Operations	\$ 2,850,100	\$ 34,201,200	\$ 2,968,600	\$ 35,623,200
14	Optional Year 13 of Operations	\$ 2,851,500	\$ 34,218,000	\$ 2,999,500	\$ 35,994,000
Total Optional Cost Years 7-13			\$ 240,139,800		\$ 249,577,800
INITIAL CONTRACT - TRANSITION COST					
15	Succession and Transition		\$ 63,029		\$ 63,029
Total Initial Contract Cost including Mobilization and Transition Years 1-6			\$ 217,867,152		\$ 224,593,152
Total Initial and Optional Operations Cost including Transition Cost (Years 1-13)			\$ 451,238,429		\$ 467,402,429

See Note #1

1. Note: Mobilization Total carried forward to Sheet 2 - System Cost Summary. Not included in the total of Sheet 4.

four hundred twenty nine Dollars

Officer Signature
Typed Name, Title, Address and Phone Number

Date

Sheet 5

Initial and Optional Agency Specific Services Costs Schedule Summary

Item #	Description of Items	Total Annual Cost (\$)	Total Annual Cost (\$)	Total Annual Cost (\$)
INITIAL CONTRACT COSTS		Hardware	Software	Operations
1	Implementation	\$ -	\$ -	\$ 17,257
2	Year 1 of Operations	\$ -	\$ -	\$ 381,672
3	Year 2 of Operations	\$ -	\$ -	\$ 388,054
4	Year 3 of Operations	\$ -	\$ -	\$ 394,550
5	Year 4 of Operations	\$ -	\$ -	\$ 401,163
6	Year 5 of Operations	\$ -	\$ -	\$ 407,895
7	Year 6 of Operations	\$ -	\$ -	\$ 310,064
Total Initial Contract Cost including Implementation Years 1-6		\$ -	\$ -	\$ 2,300,653
OPTIONAL COSTS		Hardware	Software	Operations
8	Optional Year 7	\$ -	\$ -	\$ 422,134
9	Optional Year 8	\$ -	\$ -	\$ 431,479
10	Optional Year 9	\$ -	\$ -	\$ 441,063
11	Optional Year 10	\$ -	\$ -	\$ 450,896
12	Optional Year 11	\$ -	\$ -	\$ 460,982
13	Optional Year 12	\$ -	\$ -	\$ 471,330
14	Optional Year 13	\$ -	\$ -	\$ 481,946
Total Optional Cost Years 7-13		\$ -	\$ -	\$ 3,159,830
Total Initial and Optional Agency Support Services Cost (Years 1-13)		\$ -	\$ -	\$ 5,443,226

See Note #1

1. Note: Implementation Total carried forward to Sheet 2 - System Cost Summary. Not Included in the total of Sheet 5.

Five million four hundred forty three thousand two hundred twenty six Dollars

 Officer Signature
 Typed Name, Title, Address and Phone Number

 Date

System Requirements

1.1.3.

20	The RDBMS shall be certified with the operating System, appropriate application Software and shall fully utilize the redundant CCSS Server architecture.
21	The RDBMS shall support upgrades to the operating System, applications, memory, processors and other components.
22	The RDBMS shall have warranties as set forth in the Contract.
23	The RDBMS shall have a clearly documented upgrade path and be supported by the manufacturer.

1.1.2. Operating and Computing Environments – Disaster Recovery

24	The Contractor shall provide a secondary CCSS production computing environment of equivalent size and capabilities as the primary CCSS, at a separate geographic location Approved by the Agencies, for Disaster Recovery purposes.
25	The Disaster Recovery environment shall be kept up to date and shall be capable of performing all functions of the production environment, at the same performance and availability levels described in these Requirements.
26	The secondary CCSS computing environment at the Disaster Recovery site shall be capable of being brought on-line and made fully operational in accordance with the Performance Requirements described in these Requirements.
27	In the event of a catastrophic failure of the primary CCSS, the secondary CCSS at the Disaster Recovery site shall be capable of sustaining CCSS Operations indefinitely, or until such time as the primary CCSS can be brought back on-line or a new primary site is identified and made fully operational.

1.1.3. Operating and Computing Environments – Replicated Database

The replicated database environment is a replica of the production database with the exception of Credit Card and other PCI and PII related data elements. The replicated database allows the Agencies to run reports against it without having to compete for System resources in the production environment. Periodically the Contractor will provide the Agencies with copies of the replicated database for their own use outside of the CCSS and in the format required by each Agency. The Agencies' DBMS are:

- FTE and OOCEA – Oracle;
- MDX – Microsoft SQL;
- THEA – MySQL.

28	The Contractor shall provide a replicated database environment independent and separate of the production environment for reporting and analytics.
29	The Contractor shall provide validation that any and all data replicated between the production database(s) and the replicated database is complete and accurate.
30	The replicated database environment shall be updated with all non-sensitive data (production data excluding PCI and PII related data) at a minimum once per day.

31	Provide the capability for Authorized Users to retrieve full table exports from the replicated database up to the complete replicated database, in a format compatible with the Agencies' database management systems.
----	--

1.1.4. Operating and Computing Environments – Training

The training environment is a subset of the production database cleansed of any and all Credit Card and other PCI and PII related data elements. The training environment allows the Contractor to train CSRs, including new hires, as well as provide ongoing training.

32	The Contractor shall provide a non-production training environment, independent and separate of the production and Disaster Recovery environments, to support the ongoing training needs of the CCSS, including but not limited to: <ul style="list-style-type: none"> • new hire evaluation; • staff training; • ongoing refresher training and • remedial training.
33	The training environment shall support the setup of cleansed partial production data (a representative subset of Customer Accounts and transactions) to be used for hiring and training.
34	The Contractor shall provide the capability to restore training environment databases and to periodically refresh the training environment data from the production System, using data cleansing procedures Approved by the Agencies.

1.1.5. Operating and Computing Environments – Test

In addition to providing an independent test environment, the Agencies may require the Contractor setup additional test environments so Agencies can independently test different functionality without the risk of interfering with what other Agencies are testing. The Contractor shall ensure enough processing resources are available to setup two (2) additional test environments within the existing infrastructure.

35	The Contractor shall provide a test environment that is independent and separate of the production and Disaster Recovery environments to support testing, including new releases.
36	Provide the capability to setup additional test environments that can be used simultaneously as needed.

1.1.6. Operating and Computing Environments – Development

The Agencies may require that the Contractor setup additional development environments so new functionality can be developed without the risk of interfering with the core development environment. The Contractor shall ensure enough processing resources are available to setup two (2) additional development environments within the existing infrastructure.

CCSS
Memorandum of Understanding (MOU)

**CENTRALIZED CUSTOMER SERVICE SYSTEM
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is entered into as of this 12th day of Sept., 2012 between Florida's Turnpike Enterprise ("FTE"), Miami Dade Expressway Authority ("MDX"), Orlando-Orange County Expressway Authority ("OOCEA"), Tampa Hillsborough Expressway Authority ("THEA") (individually a "Participating Agency" and collectively "Participating Agencies"). The Participating Agencies agree as follows:

1. The Participating Agencies desire to implement a centralized customer service system (CCSS) for statewide back office operation for administration of 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 the cost of non-cash toll collection; and (iii) provide a single, centralized service center with regional satellite offices.

2. The Participating Agencies envision that a CCSS will provide various services, including, but not limited to, those relating to the establishment and maintenance of customer accounts, the distribution of transponders for customers, violations processing and enforcement, and interfacing with third parties such as airport parking facilities, private parking facilities, rental car providers, fleet customers and others.

3. Each Participating Agency expressly reserves its respective statutory powers and autonomy.

4. As a result of this MOU, the Participating Agencies intend to implement a CCSS through a jointly developed Interlocal Agreement among all the Participating Agencies pursuant to Section 163.01, Florida Statutes. In connection with execution of the Interlocal Agreement, each Participating Agency will obtain an opinion of bond counsel that the terms of the Interlocal Agreement and the implementation of the centralized statewide back office in accordance with those terms will not violate any

bond covenants of the Participating Agency. The Interlocal Agreement (ILA) is expected to include agreement on:

- i. Guidelines for development of a procurement document for the provision of CCSS services by a third party vendor, including system technology and data requirements;
- ii. The location of the centralized service center, disaster recovery and backup operations site(s), and regional walk-in customer service centers which support walk-up counter services, resolution of transaction discrepancies, and development of billable transactions and image reviews;
- iii. Interoperability between the CCSS and non-participants;
- iv. Interfaces with third parties such as parking facilities, rental car providers, fleet services and special customer requests;
- v. Common business rules for customer account management, customer account types, and customer communications;
- vi. Common procedures for the issuance of unpaid toll notices, citations, and vehicle registration holds and releases;
- vii. Procedures to adopt or modify business rules related to functions of the CCSS. The Participating Agencies agree to work cooperatively to address and resolve any issues that may arise during the administration of the CCSS contract and to promptly address issues and effect written modification to the ILA as it from time to time may be required.
- viii. Procedures for protection of customer data;
- ix. Quality control processes and reporting requirements;
- x. Data retrieval and reporting requirements;
- xi. A violation enforcement system that meets the requirements of all court jurisdictions;
- xii. Criteria for a common customer service center website;
- xiii. Audit processes and reporting needs;

- xiv. Administrative fees;
- xv. Collection criteria;
- xvi. The use of collection agencies;
- xvii. Maintenance of minimum account balances and handling of negative balances;
- xviii. Allocation and distribution to each agency the toll transaction and violations revenues and fees for their roadways and the associated processes for allocation and distribution.
- xix. The disposition of interest earnings on prepaid toll accounts;
- xx. Identification of each agency's costs related to the operations and administration of the CCSS and the method of allocation and collection of those costs.

5. The Participating Agencies expect that FTE will take the lead and provide funds for the cost of the development of the procurement document needed to implement the CCSS.. The procurement document will provide that the other Participating Agencies have the right to enter into separate agreements with the selected vendor on the same or substantially the same terms as contained in the agreement executed between FTE and the selected vendor. Each Participating Agency will be equally represented on the vendor selection committee. The other Participating Agencies will execute agreements with the selected vendor immediately following execution of an agreement by FTE and the selected vendor. Each Participating Agency will administer its contract with the selected vendor in accordance with the terms and conditions of the Interlocal Agreement.

6. No amendment of the Memorandum of Understanding will be effective unless made in writing and executed by each of the parties of the MOU.

7. This Memorandum of Understanding and the contemplated Interlocal Agreement are subject to approval and ratification by the governing bodies of OOCEA, THEA, and MDX.


The parties have executed this MOU on the dates indicated below.

[SIGNATURE PAGE FOLLOWS ON THE NEXT PAGE]

FLORIDA'S TURNPIKE ENTERPRISE

MIAMI DADE
EXPRESSWAY AUTHORITY

BY: 
Diane Gutierrez-Scaccetti

BY: 
Javier Rodriguez, P.E.

DATE: 09/12/2012

DATE: 9/4/2012

Legal Review:



Legal Review:



ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

TAMPA HILLSBOROUGH
EXPRESSWAY AUTHORITY

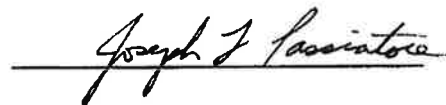
BY: 
Max Crumit, P.E.

BY: 
Joe Waggoner

DATE: 8/30/2012

DATE: 9/10/2012

Legal Review:



Legal Review:



**FDOT Proposed
Master Agreement**

**CENTRALIZED CUSTOMER SERVICE SYSTEM
MASTER AGREEMENT**

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 Department appointed qualified Department staff to act as the Department Negotiation Team pursuant to the ITN and section 287.057(16)(a)2. The Department's Negotiation Team has conducted negotiations 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). Each of the Participating Agencies assigned qualified staff who were present for the negotiations, evaluated the terms being negotiated by the Department Negotiation Team, and addressed comments or concerns to the Department Negotiation Team to assist the Department with negotiating terms that would be acceptable to each Participating Agency.

G. The Participating Agencies desire to continue to cooperate through the 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. The Department has concluded negotiations and has published notice of its intent to award the CCSS Contract to 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.

By execution of this Agreement, each Participating Agency acknowledges 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 4 of this Agreement. Each Participating Agency shall make the capital contributions required under section 5 of this Agreement and shall be entitled to obtain Operations Services from the CCSS as provided in this Agreement.

4. 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.

5. 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.

6. 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.

7. 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.

8. External Agencies Receiving Service from the CCSS. As defined in this Master 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. Only Participating Agencies will be able to obtain Operations Services from the CCSS Vendor under the terms of the CCSS Vendor's Agreement with the Department. 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.

9. 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.

10. 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

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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:

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

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

**Master Agreement
Between FDOT & MDX**

CENTRALIZED CUSTOMER SERVICE
SYSTEM MASTER AGREEMENT
BETWEEN
MIAMI DADE EXPRESSWAY AUTHORITY
AND
FLORIDA'S TURNPIKE ENTERPRISE

CENTRALIZED CUSTOMER SERVICE SYSTEM
MASTER AGREEMENT

THIS AGREEMENT is dated as of _____, 2016, and is entered into between the State of Florida Department of Transportation (the "Department") and the Miami-Dade County Expressway Authority ("MDX") (the "Agreement").

RECITALS

A. The Department, MDX, Central Florida Expressway Authority ("CFX") and Tampa-Hillsborough County Expressway Authority ("THEA") (each entity also may be referred to hereinafter as a "Toll Agency" or collectively as the "Toll Agencies") are agencies of the State of Florida which own and operate toll facilities that are included in the State Highway System.

B. The Toll Agencies desired 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 Toll Agencies' non-cash toll collection customers to improve and simplify customer service.

C. The Toll 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 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 Toll 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 would conduct negotiations for the CCSS Contract.

F. The Department appointed qualified Department staff to act as the Department Negotiation Team pursuant to the ITN and Section 287.057(16)(a)2, Florida Statutes. The Department's Negotiation Team conducted negotiations 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). Each of the Toll Agencies assigned qualified staff who were present for the negotiations, evaluated the terms being negotiated by the Department Negotiation Team, and addressed comments or concerns to the Department Negotiation Team to assist the Department with negotiating terms that would be acceptable to each Toll Agency.

G. The Toll Agencies desire to continue to cooperate through the implementation and operation 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 Department and MDX 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 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 – System 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 Program

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 B – Payment Schedule
Exhibit C – Price Proposal Instructions
Exhibit D – Glossary of Terms
Exhibit E – Project Implementation Schedule
Department’s Appendices
Appendix I – Cost Allocation for CCSS Contract Costs
Appendix II – Cost Allocation for Other Back Office Costs
Appendix III – Revenue Distribution

3. CCSS Contract. The Department has concluded negotiations and awarded the CCSS Contract to 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 (as such term is defined in section 5 below), 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 to provide Operations Services to the Participating Agencies.

By execution of this Agreement, each Participating Agency acknowledges 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 4 of this Agreement. Each Participating Agency shall make the capital contributions required under section 6 under the terms of this Agreement and shall be entitled to obtain Operations Services from the CCSS as provided in this Agreement.

This Agreement will supercede any conflicting term contained in any other agreement.

4. Supplemental CCSS Contracts. The CCSS Contract provides that the Participating Agencies may each enter into a separate “supplemental agreement” with the Vendor to obtain additional or enhanced Operations Services for their individual benefit from the Vendor, which exceeds the scope or requirements included in the CCSS Contract at their individual cost on such terms as they may individually 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 are 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 supplemental agreement between the Vendor and the Participating Agency. The 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 supplemental agreement for enhanced or additional services.

5. Participating Agencies. The Department shall offer until April 30, 2016, to MDX, THEA, and CFX the opportunity to execute an agreement with the Department containing the same terms as this Agreement. In the event MDX, THEA, or CFX (i) execute an agreement with the Department containing the terms hereof on or before April 30, 2016, and (ii) pay to the Department the Toll Agency's initial share of the Capital Contribution as described in section 6 below within thirty (30) days after receipt of the Department's invoice, then that Toll Agency shall be considered a Participating Agency under the terms of its agreement with the Department. If conditions (i) and (ii) of this section 5 are not both timely met, then the Toll Agency will be considered an External Agency and not a Participating Agency. A Participating Agency shall pay to the Department all subsequent shares, including without limitation the final share, of the Capital Contribution as described in section 6 below within thirty (30) days after receipt of the Department's invoice.

If the Vendor will incur additional expenses for adding a Participating Agency based upon the delayed date that the Toll Agency elects and qualifies to become a Participating Agency, then such additional expense amount shall be added to that Toll Agency's share of capital costs and added to the Department's invoices that will be sent to the Toll Agency. The Department will be a Participating Agency.

6. Capital Contribution. 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, through Final Acceptance of the CCSS at the conclusion of the Design and Implementation Phase, shall be allocated to the respective Participating Agencies on a pro rata basis utilizing the Prepaid Account usage day formula calculated for the period from July 1, 2014 through June 30, 2015. A Participating Agency's share of capital cost paid to the Department will be considered a contributory asset to the Department.

The Prepaid Account usage day formula allocates a usage day to a Participating Agency if a transponder or a license plate associated with a prepaid 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 prepaid account, regardless of the number of transactions, license plates, or transponders associated with the account. The usage day formula shall be calculated as reflected in Appendix I to this Agreement. Each Participating Agency's share of the capital costs for the CCSS 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 payment schedule to the Vendor for milestone-based payments and payments related to hardware, equipment and off-the-shelf software is Exhibit B to the ITN. The Department shall provide a Participating Agency with copies of invoices from the Vendor and such other documentation as may be reasonably requested to substantiate the costs incurred by the Department for Design and Implementation of the CCSS.

In the event a Toll Agency does not pay to the Department the Toll Agency's initial share of the Design and Implementation Costs within thirty (30) days after receipt of the Department's invoice, then the Toll Agency shall thereafter be considered an External Agency as defined in section 9 of this Agreement and not a Participating Agency.

7. Design and Implementation Phase. Upon execution of the CCSS Contract, the Department designated a Project Manager. To enable Design and Implementation of the CCSS, 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 and each Participating Agency's toll collection and image processing host system. The 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, including, but not limited to, the Interfaces to the Florida Department of Law Enforcement and/or Florida Department of Highway Safety and Motor Vehicles as may be needed 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. The 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, including the Software required to operate the CCSS; (ii) perform the data migration, transition, and Go-Live testing; and (iii) perform the operational and Acceptance testing of the CCSS.

During the Design and Implementation Phase, the Participating Agency shall designate a staff member who will be the Primary Contact (PC) for the Department Project Manager to obtain any information needed by the Vendor. The PC shall actively participate in discussions regarding design and development on behalf of the Participating Agency. The Participating

Agency's PC 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 PC shall address comments and concerns regarding the Vendor's performance to the Department Project Manager and not the Vendor. To the extent that a comment or concern is not resolved during discussions, the Department Project Manager will engage the Vendor to propose a resolution. Once received, each Participating Agency will have five (5) business days to submit written comments on the proposed resolution. If the 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 and the Implementation Phase.

Monthly Project reports furnished by the Vendor to the Department will also be promptly provided to Participating Agencies. The Department shall also provide each Participating Agency with access to any documentation produced for the CCSS, in the manner it is made available to the Department. The Department shall invite the other Participating Agencies' PCs to all monthly progress meetings with the Vendor. Participating Agencies PCs shall attend all such meetings. The Participating Agencies' PCs 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. The Vendor's response to those concerns will be circulated to the Participating Agencies' PCs. Each Participating Agency will have five (5) business days to comment on the Vendor's response 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 Appendix I to this Agreement.

As defined in Appendix I to this Agreement, the Usage Day Model will be used to allocate costs for active prepaid accounts, system administration/maintenance, the annual SSA16-Type II audit (as defined in the ITN), and for amounts needed for the Goodwill Fund. The Goodwill Fund is established and limited by the ITN for the purpose of providing the Vendor with the ability to adjust a Customer's Account for reasons other than to correct a specific transaction. 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 prepaid 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 reflected in Appendix I to this Agreement. Each Participating Agency will be allocated costs upon its migration date to the CCSS postpaid billing services. MDX postpaid

accounts will begin within six (6) months after: (a) the CCSS has passed acceptance and been operational for a six (6) month period; (b) the vendor has reconciled 6 full months of accounting to the Department's satisfaction, and; (c) the vendor is current for all monthly reconciliations. Additional costs incurred by the Department for payment card fees, net transponder costs and insurance shall be paid by the Participating Agencies on a periodic basis as further articulated in Appendix II.

The Department shall provide an estimate (annual budget) of the Participating Agency's share of Operational Expenses by March 15th for the subsequent fiscal year's costs. The Participating Agency shall pay one twelfth (1/12th) of the annual budget to the Department on or before the first (1st) of each month. The Department shall also provide monthly reporting to the Participating Agency regarding actual amounts charged compared to the annual budget, detailed Vendor invoices, the calculations of the Participating Agency's share of such costs, and such other documentation as they may reasonably request to substantiate the costs incurred for CCSS Operations. Additionally, the Department will provide a final reconciliation of the annual budget and the actual Department charges for the year within seventy-five (75) days after fiscal year-end. Any amounts owed to or due from the Participating Agency subsequent to the final reconciliation will be credited to or debited from the Participating Agency's payments in the subsequent fiscal year within thirty (30) days of the Department notifying the Participating Agency of the final balance owed or due.

9. External Agencies Receiving Service from the CCSS. As defined in this Agreement, the Participating Agencies to the CCSS services are the Department and each Toll Agency that timely meets conditions (i) and (ii) of section 5. All other agencies that receive services from the CCSS shall be considered External Agencies. Only Participating Agencies will be able to obtain Operations Services from the CCSS Vendor under the terms of the CCSS Vendor's Agreement with the Department. All External Agencies shall pay a 'per transaction' fee for the processing of its transactions by the CCSS. The per transaction fee shall be established by the Department with input from the other Participating Agencies. The fees from the External Agencies shall be used to offset against the monthly billing from the Vendor before the allocation of costs as described in Appendix I.

10. Vendor Performance and Defaults. Upon written notice to the Department by a Participating Agency of a claimed default or deficiency by the Vendor in its performance of the CCSS Contract, the Department shall promptly advise the Vendor of the matter and shall, in good faith, attempt to resolve the issue to the reasonable satisfaction of the Participating Agency. If the Department is unable to resolve the issue to the reasonable satisfaction of the Participating Agency and the Department concurs with the Participating Agency's position, the Department shall exercise such remedies as are available to it under the terms of the CCSS Contract. If the Department does not concur with the Participating Agency's position, the Participating Agency may elect to immediately terminate this Agreement as

otherwise provided in section 13 and may avail itself, at its own cost and expense, of any remedies to it.

11. Amendments. 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 the Participating Agency 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 the Participating Agency submits to the Department, in writing, within such time period.

Neither this Agreement nor any term, covenant, or condition hereof may be modified or amended, except by written agreement signed by each party hereto.

12. 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

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

13. Effective Date; Term; Renewal; and Termination. This Agreement shall take effect for each Participating Agency upon its full execution of this Agreement and shall automatically renew on each successive anniversary date hereof, unless the Participating Agency provides a minimum of six-month prior notice to the other Participating Agencies of its desire to no longer be a party to this Agreement. Following its termination of this Agreement, a party shall no longer be considered a Participating Agency.

14. Indemnification Clause. Each party to this Agreement shall indemnify and hold harmless the other party to the extent and within the limits provided by Florida Law.

15. Audits. Upon written request of a Participating Agency, the Participating Agency shall have the right to perform or to have performed for it by an independent CPA firm, at its sole cost and expense, such audits of the Vendor's performance and actions under the CCSS Contract as are permitted under the terms of the CCSS Contract. The Department will provide reasonable assistance to the Participating Agency for obtaining Vendor assistance related to the Participating Agency's annual external financial statement audit in accordance with the Vendor's obligations under the CCSS Contract.

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

17. 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.

18. 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 parties hereto that there be no third party beneficiary to this Agreement.

19. 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.

20. 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 parties have executed this Agreement by their duly authorized officers as of the date set forth below.

MIAMI-DADE COUNTY
EXPRESSWAY AUTHORITY

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Authorized Signature

Authorized Signature

(Print/Type Name)

Diane Gutierrez-Scaccetti
(Print/Type Name)

Title: _____

Title: Executive Director & Chief Executive
Officer, Florida's Turnpike Enterprise

LEGAL REVIEW:

LEGAL REVIEW:

APPENDIX I

Cost Allocation for CCSS Contract Costs

Usage Day Model (Prepaid Accounts)

In the Usage Day Model, when a customer's account has one or more toll transactions on a single Participating Agency's facilities during the course of a day, the Participating Agency is 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 Participating Agency's facilities 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 Participating Agency's facilities on the same day, then this second Participating 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 period the number of daily 'account usages' will be added up for each Participating Agency and the Vendor's charges for the initial system costs (capital costs), annual SSAE-16 Type II audit (as defined in the ITN), prepaid active account fees, system administration/maintenance, and amounts needed for the Goodwill Fund will be allocated to the Participating Agencies based on their pro-rata share of account usages during the period.

The Vendor's nonrecurring charges for the initial system costs will be allocated to the Participating Agencies based on account usage data for the period July 1, 2014 through June 30, 2015. The Vendor's annual charge for the SSAE-16 Type II audit will be allocated to the Participating Agencies based on account usage data for the most recently-ended Department fiscal year. The Vendor's charges for the monthly active prepaid account fees, system administration/maintenance, and amounts needed for the Goodwill Fund will be allocated to the Participating Agencies based on account usage data for the monthly billing period. Additionally, such monthly Vendor billings will be reduced by the transaction processing fee collected from External Agencies.

The Vendor's nonrecurring charges for the initial system costs (capital costs) will be invoiced separately and allocated to the Participating Agencies based on the following formula:

$$\frac{\text{number of agency's prepaid 'account usages' for July 1, 2014 thru June 30, 2015}}{\text{total number of prepaid 'account usages' for July 1, 2014 thru June 30, 2015}} \times (\text{vendor's initial system charges})$$

The Vendor's annual charge for the SSAE-16 Type II audit will be invoiced separately and allocated to the Participating Agencies based on the following formula:

$$\frac{\text{number of agency's prepaid 'account usages' for the most recent fiscal year}}{\text{total number of prepaid 'account usages' for the most recent fiscal year}} \times (\text{vendor's charges for SSAE-16 Type II audit})$$

The vendor's recurring charges for the active prepaid account fees, system administration/maintenance and amounts needed for the Goodwill Fund will be allocated to the Participating Agencies based on the following formula:

$$\frac{\text{number of agency's prepaid 'account usages' for billing period}}{\text{total number of prepaid 'account usages' for billing period}} \times (\text{vendor's charges for prepaid accounts, system admin \& maintenance and goodwill, less fees from External Agencies})$$

Usage Methodology (Postpaid Accounts)

The Usage Methodology is used for allocating CCSS 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 transaction 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 Participating Agencies that had 'usage' on the invoice.

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

Each Participating Agency will be allocated monthly recurring postpaid invoice and enforcement costs based on the following formulas:

Postpaid Invoices

$$1- \frac{\text{number of invoices on which one or more of the agency's transactions appeared}}{\text{number of invoices for billing period}} = \text{agency invoice percentage total}$$

$$2- \frac{\text{agency invoice percentage}}{\text{sum of all agency invoice percentages}} \times \text{vendor's charges for postpaid invoices} = \text{agency postpaid monthly cost}$$

Enforcement Activities

$$1- \frac{\text{number of enforcement activities for the agency's transactions}}{\text{total number of enforcement activities for billing period}} = \text{agency enforcement percentage}$$

$$2- \frac{\text{agency enforcement percentage}}{\text{sum of all agency enforcement percentages}} \times \text{vendor's charges for enforcement} = \text{agency's enforcement costs}$$

Note: The term "agency" as used in any calculation defined in the Appendices to this Agreement shall mean a Participating Agency as such term is defined in Section 5 of this Agreement.

APPENDIX II

Cost Allocation for Other Back Office Costs

Cost items reflected in the table below will be allocated amongst the agencies on a monthly basis with the exception of insurance which will be allocated annually in July of each year.

Cost Item	Description	Cost Allocation Method
Payment Card Fees for Prepaid Accounts	fees paid to payment card-processing firms for CCSS customer payments/replenishments for prepaid accounts processed by way of credit/debit cards	agency prepaid account CCSS revenues / all prepaid account CCSS revenues X fees paid to card-processors for prepaid account payments/replenishments
Payment Card Fees for Postpaid Documents	fees paid to payment card-processing firms for CCSS customer payments for postpaid documents processed by way of credit/debit cards	agency postpaid document CCSS revenues / all postpaid document CCSS revenues X fees paid to card-processors for postpaid document payments
Net Transponder Costs	payments to transponder manufacturers and handlers less transponder sales revenue received from customers	'Usage Day' (Prepaid Account) method, i.e. the same way that the CCSS vendor prepaid account fees will be shared amongst participating agencies
Insurance	premiums paid to underwriters and brokers for providing insurance coverage on toll revenues and physical infrastructure	agency Total Insured Value (TIV) / all agencies covered under the policy TIV X total policy premiums paid

Note: To the extent other services are provided for toll processing that are not included in the CCSS contract, such services will be incorporated into this Appendix and allocated consistent with other like costs.

APPENDIX III Revenue

Distribution

Revenues collected by the CCSS Vendor for Participating Agency transactions must be distributed to the Participating Agencies in accordance with agency bond covenants. The Participating Agencies agree to the distribution of revenue according to the periods and methods reflected in the table below.

Revenue Type	Description	Period	Distribution Method
Tolls	tolls collected by CCSS vendor on behalf of the toll agencies	weekly	actual tolls collected from customers for toll transactions at the agency's toll sites
Fees/Charges for Postpaid Accounts	administrative charges or other fees collected by CCSS vendor for customer postpaid invoices	monthly	'Usage' method, i.e. the same way that the CCSS vendor postpaid invoice charges will be allocated
Interest Earnings	interest earned on the Department's master customer prepaid account cash and investment balances	monthly	individual agency CCSS revenues / all agency CCSS revenues X interest available for distribution
Fees/Charges for Prepaid Accounts	amounts collected from customers for items such as statement fees or NSF charges	annually	individual agency CCSS revenues / all agency CCSS revenues X miscellaneous revenue collected from customers
Violation Charges	fees collected from violators for use of Express Lanes without a prepaid account	monthly	allocated to the agency on which the violation transaction occurred
CCSS Vendor Citation Revenues	finest collected directly from violators for Uniform Traffic Citations (able to tie to specific agency)	quarterly	allocated to the agency on which the toll transaction occurred which became a citation
Court Citation Revenues	amounts received from the Department of Revenue which were originally paid to the courts by violators for Uniform Traffic Citation fines (currently unable to tie all fines to specific agency)	annually	allocated directly to the agency, if possible, or based on county within which UTC fines were originally collected if unable to directly tie to an agency, in which case fines allocated to those agencies with toll facilities within the county

Note 1) To the extent other revenues are identified in the future, such revenues and the related allocation will be incorporated into this Appendix.

Note 2) Regarding Interest Earnings, on a monthly basis there will be a reconciliation between the Department's master customer prepaid account and the individual customer prepaid account balances as reflected in the CCSS vendor account management system. To the extent that the aggregate balance in the CCSS vendor account management system is greater than the Department's master customer prepaid account (exclusive of any interest earnings), then the master prepaid account interest earnings will be used to adjust the Department's master customer prepaid account to equal the aggregate

balance in the CCSS vendor account management system. On a monthly basis, any interest earnings in excess of the amounts required to maintain a monthly reconciliation between the master account and the aggregate balance may be distributed to the Participating Agencies based on the formula reflected in the table above, upon a determination by the Department that such earnings represent excess funds available for distribution.

Note 3) The following gross revenue items will be wired separately: prepaid toll revenue, postpaid toll revenue and non-toll revenues (e.g. interest earnings, fees, charges). Additionally, non-toll revenue items may be wired separately from each other based on the frequency or period of the non-toll revenue item.

Sunpass/ Prepaid Revenue Wire Process

Revenue distribution will be accomplished by electronic fund transfers between banking institutions. Weekly wires will be based on financial transactions that were successfully processed against customer accounts between 12:00:01 AM the first day of the distribution period through 11:59:59 PM the final day of the distribution period. The distribution period will be based upon weeks defined as follows:

Week 1 – 1st through the 7th

Week 2 – 8th through the 14th

Week 3 – 15th through the 21st

Week 4 – 22nd – through the last day of the month

Funds will be available in the receiving agency's bank account each Monday for the week that ended the preceding distribution week. If a bank holiday occurs on a Monday, funds will be available on the next business day following the Monday holiday.

If any mid-week or weekly wires, or portion thereof, cannot be accomplished, notification will be immediately provided to the receiving agency. If possible, a partial wire transfer will be processed. When the circumstance resulting in the delay is resolved, the receiving agency will be notified and the outstanding funds will be combined with the next weekly wire transfer.

The following gross revenue items will be wired separately: prepaid toll revenue, postpaid toll revenue and non-toll revenues (e.g. interest earnings, fees, charges). Additionally, non-toll revenue items may be wired separately from each other based on the frequency or period of the non-toll revenue item.

EXHIBIT "D"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

January 12, 2016

Diane Gutierrez-Scaccetti
Executive Director and Chief Executive Officer
Florida's Turnpike Enterprise
PO Box 613069
Ocoee, Florida 34761

Subject: Interoperable Transaction Processing Fees

Dear Director Scaccetti,

The Orlando-Orange County Expressway Authority, succeeded by the Central Florida Expressway Authority (CFX) on June 20, 2014, and Florida's Turnpike Enterprise (FTE) have a long, established partnership with regard to toll collection in Central Florida. The Orlando-Orange County Expressway Authority introduced E-PASS to central Florida in 1994. In 2002, FTE introduced SunPass and our agencies entered into the State of Florida Interagency Electronic Toll Collection interoperability and Reciprocity Agreement so that we could establish state-wide interoperability and process each other's customer transactions.

The Florida Department of Transportation "FDOT" entered into an Interlocal Agreement with the Orlando-Orange County Expressway Authority for the construction and operation of the Wekiva Parkway on June 11, 2014. One condition precedent to this agreement being effective is Section 13.(v), which reads:

"execution of a toll interoperability agreement between OOCEA and FDOT before the date of the opening to traffic of the first segment of the Wekiva Parkway, said agreement to provide for payment by OOCEA to FDOT of the actual cost incurred by FDOT to process toll transponder transactions in excess of the cost of transponder toll transactions processed by OOCEA for FDOT."

CFX's cost to collect an electronic transaction is 1.5 cents. Since FDOT plans to open its first section of the Wekiva Parkway next month, CFX will pay FTE 1.5 cents a transaction for each CFX System transaction processed by SunPass over the number of FTE System transactions processed by E-PASS by the 20th of the month following actual transaction processing.

Please execute the attached Third Bilateral Agreement indicating FDOT and FTE's agreement with the terms of this letter so that it can be presented to the CFX Board for approval.

Sincerely,



Laura Kelley
Executive Director

cc: CFX Board Members

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**THIRD BILATERAL AMENDMENT BETWEEN
FLORIDA DEPARTMENT OF TRANSPORTATION
AND CENTRAL FLORIDA EXPRESSWAY AUTHORITY TO THE
INTERAGENCY ELECTRONIC TOLL COLLECTION
INTEROPERABILITY AND RECIPROCITY AGREEMENT DATED
MARCH 8, 2002**

THIS THIRD BILATERAL AMENDMENT TO THE INTERAGENCY ELECTRONIC TOLL COLLECTION INTEROPERABILITY AND RECIPROCITY AGREEMENT DATED MARCH 8, 2002 (hereinafter referred to as the "Third Bilateral Amendment") is made and entered this ____ day of _____, 2016, by and among the Florida Department of Transportation (FDOT) with principal place of business located at Turnpike Headquarters, Turkey Lake Service Plaza, Mile Post 263, Building 5315, Ocoee, Florida 34761 and the Central Florida Expressway Authority (CFX), whose address is 4974 ORL Tower Road, Orlando, Florida 32807. The original Interagency Electronic Toll Collection Interoperability and Reciprocity Agreement, First Amendment, Second Amendment and this Third Bilateral Amendment are collectively referred to as the Agreement.

WHEREAS, FDOT, CFX's predecessor, and Osceola County entered into the original Interagency Electronic Toll Collection Interoperability and Reciprocity Agreement on March 8, 2002; executed a First Amendment on May 7, 2004 between FDOT, CFX's predecessor, Osceola County and Miami-Dade County Expressway Authority (MDX); and executed a Second Amendment on February 18, 2005 between FDOT, CFX's predecessor, Osceola County, MDX, and Lee County DOT to operate electronic toll collection within the State of Florida and

WHEREAS, FDOT and CFX desire to establish a transaction processing fee for E-PASS transactions that occur on FDOT toll facilities and SunPass transactions that occur on CFX toll facilities in the future.

NOW, THEREFORE, in consideration of the covenants herein contained, FDOT and CFX agree as follows:

1. Transaction Fee. CFX will pay Florida Turnpike Enterprise ("FTE") 1.5 cents a transaction for each CFX System transaction processed by SunPass over the number of FTE System transactions processed by E-PASS by the 20th of the month following actual transaction processing.

The transaction processing fee shall remain fixed at \$.015 per transaction until CFX is an active Participating Agency in the Centralized Customer Service System and the toll revenue transfers between agencies are no longer necessary.

2. Continuing Effect. The parties hereto ratify and confirm each and every term and condition of the Original Agreement and the First and Second Amendments, and agree to be bound thereby.

3. Effective Date. This Third Bilateral Amendment shall be effective 60 days from the date that the last of the parties has executed this amendment. The last of the parties to sign shall insert that date on the caption page of this Third Bilateral Amendment.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Third Bilateral Amendment, in several counterparts, by their respective authorized representatives, for the purposes set forth herein.

FLORIDA DEPARTMENT OF TRANSPORTATION
FLORIDA'S TURNPIKE ENTERPRISE

_____ Date: _____

Legal Review

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

_____ Date: _____

Legal Review

EXHIBIT "E"



Florida Department of Transportation

RICK SCOTT
GOVERNOR

Florida's Turnpike Enterprise
P.O. Box 613069, Ocoee, FL 34761
407-532-3999

JIM BOXOLD
SECRETARY

February 4, 2016

Joseph Passiatore
General Counsel
Central Florida Expressway Authority
4794 Orlando Tower Road
Orlando, Florida 32807

RE: Interoperable Transaction Processing Fees

Dear Joe,

A letter that Laura Kelley recently sent to Diane has been forwarded to me. The subject of the letter is interoperable transaction processing fees and recites from the Interlocal Agreement between the Department of Transportation and CFX regarding the Wekiva Parkway. I will be glad to respond to you regarding the letter, but will first need to review the Interlocal Agreement and the cost calculations for processing transactions. I will be in touch with you upon my completion of those activities.

Sincerely,

Walt Spiva
Chief Counsel
Florida's Turnpike Enterprise
P.O. Box 613069
Ocoee, Florida 34761