



Florida Department of Transportation

**RICK SCOTT
GOVERNOR**

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

**JIM BOXOLD
SECRETARY**

January 12, 2017

Via Email and USPS Certified Mail

Buddy Dyer, Chairman
Governing Board
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

Laura Kelley, Executive Director
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

Re: 2002 State of Florida Interagency Electronic Toll Collection Interoperability
and Reciprocity Agreement

Dear Chairman Dyer and Executive Director Kelley:

As you are aware, the Department of Transportation ("Department") has contracted for the development of a Centralized Customer Service System ("CCSS") to provide transaction processing and customer account management and to support expanded toll processing interoperability. The anticipated Go-Live for the CCSS is scheduled for June 2017. After the CCSS Go-Live Date, the Department no longer will process toll transactions internally, but will receive toll processing services from the CCSS.

The Department currently processes electronic tolls for your customers under the terms of the 2002 State of Florida Interagency Electronic Toll Collection Interoperability and Reciprocity Agreement (the "2002 Interoperability Agreement"). In order for the CCSS to continue this service and undertake toll processing responsibilities, it is necessary for the Department to terminate its participation in the 2002 Interoperability Agreement on or before the CCSS Go-Live Date.

Accordingly, this letter shall constitute the Department's official notice that the Department is terminating its participation in the 2002 Interoperability Agreement 180 days following the date of this letter. This notice of termination is pursuant to the provisions of Section XVI, "TERMINATION" of the 2002 Interoperability Agreement.

Buddy Dyer
Laura Kelley
January 12, 2017
Page 2 of 2

Agencies that are not participating in the CCSS will receive under separate cover a proposed new agreement to provide for processing of interoperable toll transactions by the CCSS. We expect to distribute drafts of the new agreements in February.

Very Truly Yours,

A handwritten signature in dark ink, appearing to read "Diane Gutierrez-Scaccetti", written in a cursive style.

Diane Gutierrez-Scaccetti
Executive Director and Chief Executive Officer

DGS/emd

STATE OF FLORIDA

**INTERAGENCY ELECTRONIC TOLL
COLLECTION INTEROPERABILITY AND
RECIPROCITY AGREEMENT**

March 8, 2002

S

This Interagency Electronic Toll Collection Interoperability and Reciprocity Agreement (Agreement) is entered into this 8th day of March, 2002, among the Orlando Orange County Expressway Authority (OOCEA), the Florida Department of Transportation (FDOT), and Osceola County. Each party to this Agreement shall be referred to as an Agency in this Agreement. This Agreement may be amended to include other agencies as parties to this Agreement.

WHEREAS, the Agencies who initiated this Agreement operate electronic toll collection within the State of Florida; and

WHEREAS, FDOT operates a system of electronic toll collection known as SunPass; and

WHEREAS, OOCEA operates a system of electronic toll collection known as E-PASS; and

WHEREAS, Osceola County operates a system of electronic toll collection known as O-PASS with OOCEA as its designated Home Agency; and

WHEREAS, in order to implement an interoperable statewide electronic toll collection system, the Agencies recognize the practical necessity of joint and cooperative efforts; and

WHEREAS, the Agencies acknowledge the goal of the Agreement is to offer interoperability to their respective customers to the fullest extent, including the ability to provide a single account statement to each customer setting forth transaction activities on all participating Agency roadways.

NOW, THEREFORE, in consideration of the covenants herein contained, the Agencies agree as follows:

I. DEFINITIONS

Agency	A signatory to this Agreement.
Home Agency	The Agency that established and maintains a customer's account and issues a transponder(s).
Pre-Paid Accounts	A customer account that requires money be on deposit to pay for transponder transactions that occur in the future.
Reconciliation	The process whereby Agencies resolve any discrepancies in net toll revenue to be transferred.
Settlement	The transfer of net toll revenues in U.S. dollars by a Home Agency to another Agency, or the other Agency's designated Home Agency, for Valid Transponder transactions that occurred at the other Agency's facilities.
Transponder Validation File	A file created and maintained by an Agency, also known as a positive list or a transponder list, which lists all transponders issued by that Agency and denotes the status of each transponder issued as having one of three values (valid, invalid, or lost/stolen), as further described in the Interoperability Interface Specifications.

Valid Transponder

A transponder having a status of valid in the Transponder Validation File at the time of a toll transaction, as further described in the Interoperability Interface Specifications.

II. CUSTOMER INFORMATION

- (1) No Agency shall disclose or be required to disclose customer account information to any person or entity for any purpose other than collecting tolls, the enforcement of toll policies, or as otherwise required by law.
- (2) Under no circumstances shall any Agency release, transmit, or otherwise distribute to any person or entity a Transponder Validation File belonging to another Agency without the prior written authorization of the Agency that created or maintains the file.
- (3) In accordance with Section 338.155(6), Florida Statutes, personal identifying information provided to, acquired by, or in the possession of FDOT, a county, or an expressway authority for the purpose of using a credit card, charge card, or check for the prepayment of electronic toll facilities charges to FDOT, a county, or an expressway authority is exempt from Section 119.07(1), Florida Statutes, and Section 24(a), Article I of the Florida Constitution.

III. NOTICES

Any notice required pursuant to the provisions of this Agreement shall be sent by first class mail or by overnight delivery service addressed to the appropriate representative of each Agency.

The Agencies agree to notify all other agencies prior to implementation of program, system, or operational changes which may affect any part of this Agreement.

IV. MODIFICATION

This Agreement shall not be subject to oral modification. Any modification of this Agreement shall be in writing and signed by all Agencies. The forgiveness by any party of any term or condition hereof shall not constitute a waiver thereof.

V. TERM

This Agreement shall remain in force and effect for an initial term of twenty-five (25) years, and shall automatically renew for four (4) additional twenty-five-year (25-year) terms, unless otherwise terminated as provided herein.

VI. RIGHTS AND BENEFITS

This Agreement is solely for the benefit of the Agencies and is not intended to, nor should it be construed to, create any rights in any person or entity not a party to this Agreement. An Agency may not assign any portion of this Agreement without written consent of all Agencies.

VII. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement of the Agencies as to matters contained herein. This Agreement supersedes all previous communication, representations, or agreements, either oral or written, among and between the Agencies.

VIII. CHOICE OF LAW AND SEVERABILITY

It is the desire and intention of the parties that the provisions of this Agreement shall be governed and enforced to the fullest extent permissible under the laws and public policies of the State of Florida. Accordingly, if any particular provisions of this Agreement shall be adjudicated to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IX. INTEROPERABILITY INTERFACE SPECIFICATIONS

Attached Exhibit A, the "Interoperability Interface Specifications," is incorporated into this Agreement. The Interoperability Interface Specifications provide technical specifications and operating rules that must be adhered to by all Agencies in order to establish interoperability between the various electronic toll collection systems. The Interoperability Interface Specifications may be amended from time to time without requiring a new Agreement, but will require the written consent of all Agencies.

X. ACCOUNT SETTLEMENT PROCESS

- (1) Each Home Agency will transfer the net toll amount due for Valid Transponder transactions to the Agency that owns or operates the facility where the transactions occurred, or to the designated Home Agency of the Agency that owns or operates the facility. All transfers will be calculated on a net basis with the Home Agency deducting credit card fees, duplicate transactions, and adjustments from the gross amount prior to transfer. The gross amount of toll revenues, as well as all amounts netted against gross toll revenues, shall be disclosed. Documentation supporting the amount of both the

gross toll revenues and the deductions shall be available upon request for audit for a period of three (3) years. The Agencies agree that credit card fees shall be deducted from the revenue collected prior to settlement. The Agencies will on an annual basis, on the anniversary date of this Agreement, establish mutually acceptable credit card fees as determined by the credit card fees being charged the Agencies by their credit card companies. The Agencies will notify each other in writing of the applicable credit card rates commencing with the execution of this Agreement. In the event of a change in rate, the Agency shall notify the other Agencies in writing at least fourteen (14) days prior to the effective date of the new rates.

- (2) Each Home Agency will settle and reconcile its accounts and distribute revenue at least weekly in a manner and frequency as determined by the Interoperability Interface Specifications. Settlement will be based on Valid Transponder transactions consistent with the Interoperability Interface Specifications.
- (3) Valid Transponder transactions obligate the Home Agency to transfer the correct toll to the Agency that owns or operates the facility where the transactions occurred, or that Agency's designated Home Agency, so long as the status of the transponder meets the criteria as set forth in the Interoperability Interface Specifications. In the case of invalid or lost/stolen transponders, the Home Agency is not obligated for those transactions that meet the criteria specified in the Interoperability Interface Specifications.

- (4) Pursuant to Section 338.155, Florida Statutes, certain categories of persons on official business are exempt from the payment of tolls. If a Home Agency, pursuant to Section 338.155, Florida Statutes, creates additional categories of non-revenue transponders, or limits the applicability of an exempt category, other Home Agencies must be notified within fourteen (14) days. If a Home Agency decides not to accept additional categories of non-revenue transponders of another Home Agency, the non-accepting Home Agency shall provide at least fourteen (14) days written notice to the originating Home Agency. The Agencies recognize that their policies regarding the handling of such non-revenue transponders and transactions may differ and that such policies are not transferable.

XI. TOLL VIOLATIONS

- (1) All toll violations will be processed pursuant to the rules and regulations of the Agency owning or operating the facility where the violation occurred, or that Agency's designated violations processor.
- (2) Any revenue collected by an Agency for a violation shall remain with that Agency.
- (3) The Agencies agree to facilitate the identification of violators by the sharing of appropriate information or files to the extent permitted by law.
- (4) The Agencies will share customer account information only for the purpose of collecting tolls, the enforcement of toll policies, or as otherwise required by law.

XII. MARKETING

Each Agency will provide quarterly written summaries of marketing activities relating to its electronic toll collection system to the Public Information or Marketing Officer, or designated individual, of other Agencies whose roadways lie within the geographical boundaries of the planned marketing efforts.

XIII. SYSTEM CONFORMANCE TESTING

- (1) Each Agency shall agree to allow yearly random testing of its electronic toll collection system by an independent testing or engineering firm to confirm that each system conforms to interoperability standards as set forth in the Interoperability Interface Specifications. At a minimum, testing shall confirm the ability of each system to: (i) properly read and write to transponders belonging to each Agency; (ii) deduct the correct toll amount from transponder accounts belonging to each Agency; and (iii) create transaction records in a correct format as established in the Interoperability Interface Specifications.
- (2) An Interoperability Testing Committee, comprised of one voting member from each Agency, shall select and approve an independent testing or engineering firm at the beginning of each calendar year to perform testing of all systems. The cost of all yearly random testing shall be shared equally by all Agencies.
- (3) Any Agency intending to join this Agreement, after the original date of execution, must agree to have its system tested, as described in XIII(1) above, prior to acceptance into

this Agreement. Testing shall be performed by an independent testing or engineering firm approved by the Interoperability Testing Committee. The cost of such testing shall be paid by the Agency that is requesting to become a party to this Agreement.

XIV. MISCELLANEOUS

- (1) Any Agency posting an electronic toll collection sign will accept all valid electronic toll collection transponders issued by all other Agencies unless specifically excluded under the provisions of X(4) above.
- (2) Each Agency agrees to proactively resolve issues arising out of this Agreement in a timely manner. If a conflict is not resolved within sixty (60) days or such time as otherwise agreed by the Agencies, the Agencies agree to resolution by a qualified neutral mediator selected from a list of circuit court mediators who have met the training and educational requirements established by the Florida Supreme Court. If the Agencies fail to agree on the selection of a neutral mediator, then the Agencies agree that a mediator shall be selected by the Florida Conflict Resolution Consortium (FCRC), Florida State University, Tallahassee, Florida. The mediator selected shall assist the parties in identifying the issues, fostering joint problem solving, and exploring settlement alternatives. If the Agencies involved in the dispute are unable to arrive at a joint resolution, the mediator shall render a decision which shall be binding on those Agencies. Compensation to be paid to the mediator selected shall be borne equally by the Agencies party to the dispute.

- (3) Agencies shall not allow or permit the use of transponders issued by other Agencies in non-toll transactions without their prior written consent.

XV. DEFAULT

Any Agency shall be deemed to be in default if it: (i) fails to make full payment when due; (ii) breaches any term, covenant, or obligation of this Agreement, and such breach is not remedied within sixty (60) days of receipt of a written notice from any other Agency specifying the nature of the breach; or (iii) fails to abide by the resolution of issues as set forth in XIV(2) above. The Agency in default shall pay affected Agencies, upon request, reasonable costs incurred by affected Agencies to prevent or cure the default, and all arrearage in payments due including interest at the rate established pursuant to Section 55.03(1), Florida Statutes.

XVI. TERMINATION

This Agreement may be terminated at any time by written agreement of all Agencies. Any Agency may terminate its participation under this Agreement upon one hundred and eighty (180) days written notice to all other Agencies provided that any amounts due and payable to the other Agencies and all amounts due and payable to the terminating agency are paid. This Agreement may also be terminated against any Agency or Agencies for failure to remedy a default within sixty (60) days.

The provisions of this Agreement, which by their nature are intended to survive termination of any or all Agencies, shall continue as valid and enforceable notwithstanding any termination.

XVII. NO PARTNERSHIP OR JOINT VENTURE

No Agency hereto shall by virtue of this Agreement, in any way or for any purpose, be deemed to be a partner, a joint venture partner, or a member of a joint enterprise with any other Agency or Agencies in the conduct of business described herein. No Agency shall be bound by any acts or conduct of any other Agency. Any and all claims that may arise from customers, employees, and or agents of one Agency shall remain with that Agency and be the sole obligation and responsibility of that Agency.

XVIII. APPENDIX

This Agreement incorporates an Appendix consisting of one or more written agreements between Agencies relating to the performance of this Agreement. Any such agreement may be added or amended by the affected Agencies, and must state that it is to be attached to and made a part of this Agreement and that it constitutes a new addition to this Agreement or replaces an existing agreement. All Agencies shall be notified in writing of any change to the Appendix and only those Agencies executing an agreement which shall become a part of the Appendix hereto are bound by the terms thereof. Any change to the Appendix will not be deemed a modification of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in several originals by their respective officials duly authorized to do so.

Florida Department of Transportation

BY:

Authorized Signature

TITLE:

SECRETARY
DEPT. OF TRANSPORTATION

ATTEST:

Secretary

Orlando Orange County
Expressway Authority

BY:

Authorized Signature

TITLE:

Chairman

ATTEST:

Asst. Secretary

Osceola County

BY:

Authorized Signature

TITLE:

Chairman

ATTEST:

Clerk of the Board

Board Appr. 5/20/02



APPENDIX 1 - Agreement between FDOT and OOCEA

This Appendix 1 is an integral part of the State of Florida Interagency Electronic Toll Collection Interoperability and Reciprocity Agreement, dated 3/8/02 (the Agreement). The FDOT and OOCEA agree as follows:

1. The FDOT will pay OOCEA the actual amount of transactions incurred by a SunPass transponder at an E-PASS lane where a successful write-back or confirmation message was not included in the message (see the Interoperability Interface Specifications). The amount of payment shall not exceed \$100,000 annually. The FDOT and OOCEA agree to re-evaluate the \$100,000 threshold on an annual basis, or at any time the projected annual payment would exceed \$100,000.
2. The FDOT will pay OOCEA an amount of \$2,750,000 to partially offset costs associated with OOCEA's purchase of replacement transponders necessary for the E-PASS system to become compatible with the SunPass system. The amount shall be paid to OOCEA after execution of this Appendix and within the fiscal year of the project's funding in the FDOT's Adopted Work Program as of the date of execution. OOCEA will submit an invoice with documentation of their costs.
3. Upon receipt of the properly documented invoice, the FDOT has five (5) working days to inspect and approve the goods and services. The FDOT has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to OOCEA. Interest penalties of less than one (1) dollar will not be enforced unless OOCEA requests payment. Invoices, which have to be returned to OOCEA because of preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
4. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for Contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.
5. All costs incurred by OOCEA shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges and made available for audit for at least three (3) years after the payment is made.
6. The FDOT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the

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amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The FDOT shall require a statement from the comptroller of the FDOT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

7. No modification or waiver of any of the terms hereof shall be valid unless in writing and executed by both parties with the same formality as this Appendix 1.

Florida Department of Transportation

BY:

Thomas F. B. J.
Authorized Signature

TITLE:

SECRETARY
DEPT. OF TRANSPORTATION

ATTEST:

Sandra J. Kyzeminski
Secretary

Orlando-Orange County
Expressway Authority

BY:

[Signature]
Authorized Signature

TITLE:

Chairman

ATTEST:

Charles Mazzillo
Asst. Secretary

**FIRST AMENDMENT TO
INTERAGENCY ELECTRONIC TOLL
COLLECTION INTEROPERABILITY AND
RECIPROCITY AGREEMENT
DATED MARCH 8, 2002**

Effective Date of First Amendment:

The 7th day of MAY, ~~2003~~. ²⁰⁰⁴
jd

WED
TS DEPT.
rc 5/20/04
SIGNATURE / DATE

THIS FIRST AMENDMENT TO INTERAGENCY ELECTRONIC TOLL COLLECTION INTEROPERABILITY AND RECIPROCITY AGREEMENT (hereinafter "**First Amendment**") is made and entered this 7th day of MAY, 2003, by and between the **Florida Department of Transportation (FDOT)** with principal place of business located at Turnpike Headquarters, Turkey Lake Service Plaza, Mile Post 263, Building 5315, Post Office Box 613069, Ocoee, Florida 34761, **Orlando Orange County Expressway Authority**, whose address is 525 South Magnolia Avenue, Orlando, Florida 32801 (OOCEA), and **Osceola County**, whose address is 1 Courthouse Square, Suite 4700, Kissimmee, Florida 34741, and **Miami-Dade County Expressway Authority (MDX)**, whose address is 3790 N.W. 21st Street, Miami, Florida 33142. This First Amendment amends the Interagency Electronic Toll Collection Interoperability and Reciprocity Agreement dated March 8, 2002, among FDOT, OOCEA, and Osceola County (Original Agreement). The Original Agreement, as supplemented by this First Amendment, is hereinafter referred to as the Agreement.

WHEREAS, Paragraph XIII (3) of the Original Agreement expressly contemplates that other agencies may join in the Original Agreement after the effective date thereof, subject to the condition precedent that they agree to, and in fact, have their electronic toll collection systems tested by independent testing or engineering firm, and that such testing demonstrates that their electronic toll collection system meets or exceeds the minimum standards set out in paragraph XIII (1) of the Original Agreement; and

WHEREAS, in furtherance of the goal of the Original Agreement to provide an interoperable statewide electronic toll collection system to the customers of each agency, and to provide a single account statement to each customer setting forth transaction activities on all participating agency roadways, the parties hereto desire to permit MDX to join in the Original Agreement and designate MDX as an Agency under the terms of the Original Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be had by each of the Agencies by permitting MDX to join in the Original Agreement, and in further consideration of the covenants and conditions contained herein, FDOT, OOCEA, and Osceola County, together with MDX, mutually agree as follows:

1. Definitions. All capitalized terms used in this First Amendment shall have the meanings ascribed to them as defined in paragraph I of the Original Agreement.
2. Ratification and Confirmation of Original Agreement: Each of the parties hereto, but specifically including MDX, hereby ratifies and confirms each and every term and condition of the Original Agreement, and the terms of this First Amendment, and agree to be bound thereby.

3. MDX is joined as an Agency: Each of the parties acknowledge that the MDX electronic toll collection system testing has been substantially completed as of the effective date of this First Amendment, and that the MDX electronic toll collection system meets or exceeds the minimum standards set forth in paragraph XIII (1) of the Original Agreement. From and after the effective date of this First Amendment MDX shall be deemed an Agency for all intents and purposes under the terms of the Original Agreement. For all purposes of the Original Agreement and this First Amendment FDOT shall be considered to be the Home Agency for MDX.
4. Counterparts: This First Amendment may be simultaneously executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
5. Effective Date of First Amendment: The effective date of this First Amendment will be on the date that the last of the parties signed and entered into this First Amendment. The last of the parties to sign shall insert that date on the caption page of this First Amendment.

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

Florida Department of Transportation
Florida's Turnpike Enterprise

By: 

James L. Ely, D.P.A.

for

Executive Director and
Chief Executive Officer

Date signed: Oct 15, 2003

Attest: 

Secretary

Approved as to form and legality:

By: 

Office of Turnpike General Counsel

Orlando Orange County Expressway Authority

By: Joseph A. Berenis
Harold W. Worrall, Ph.D., P.E.
Executive Director

Date signed: 3/9/04

Attest: Darlene Morillo
Secretary

Approved as to form and legality:

By: Shuttles & Bowen LLP
Office of the General Counsel to OOCEA

Osceola County

Ken Shipley

By: Ken Shipley, Chairman
Board of County Commissioners

Date signed: 04-19-2004

Attest: Debra P. Whaley
Clerk of the Board of County Commissioners

Approved as to form and legality:

By: SA Joseph
Office of the County Attorney



Miami-Dade County Expressway Authority



By: _____

Servando M. Parapar, P.E.
Executive Director

Date signed: _____

5/7/2004

Attest: _____

Secretary

Approved as to form and legality:

By: _____

Office of the General Counsel

**SECOND AMENDMENT
TO INTERAGENCY ELECTRONIC TOLL COLLECTION
INTEROPERABILITY AND RECIPROCITY AGREEMENT
DATED March 8, 2002**

Effective Date of Second Amendment:

The 18th day of February, 2005

OOCEA MEETING 5/26/04
ITEM #3 CONTRACT _____

THIS SECOND AMENDMENT TO INTERAGENCY ELECTRONIC TOLL COLLECTION INTEROPERABILITY AND RECIPROCITY AGREEMENT (hereinafter "**Second Amendment**") is made and entered this 18th day of February 2004, 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, Post Office Box 613069, Ocoee, Florida 34761, **Orlando Orange County Expressway Authority (OOCEA)**, whose address is 525 South Magnolia Avenue, Orlando, Florida 32801, **Osceola County**, whose address is 1 Courthouse Square, Suite 4700, Kissimmee, Florida 34741, **Miami-Dade County Expressway Authority (MDX)**, whose address is 3790 N.W. 21st Street, Miami, Florida 33142, and **Lee County DOT**, whose address is 1366 Colonial Boulevard, Fort Myers, Florida 33907, and first amended on MAR 8, 2002 ("**First Amendment**") to amend the Interagency Electronic Toll Collection Interoperability and Reciprocity Agreement dated March 8, 2002, among **FDOT, OOCEA, and Osceola County** (hereinafter the "**Original Agreement**"). The Original Agreement, First Amendment and this Second Amendment is referred to collectively as the Agreement.

WHEREAS, Paragraph XIII (4) of the Original Agreement expressly contemplates that other agencies may become a "Home Agency" so long as it agrees to the terms of the original Agreement as amended, including the condition precedent that it agrees to, and in fact, has the electronic toll collection systems tested by an independent testing or engineering firm, and that such testing demonstrates that its electronic toll collection system meets or exceeds the minimum standards set out in paragraph XIII (1) of the Original Agreement (as amended) and

WHEREAS, Lee County DOT currently operates an electronic toll collection system, known as LeeWay, for the operation of the Cape Coral toll facility and parallel span bridges, the Midpoint Memorial toll facility and bridge, and the Sanibel Causeway toll facility and drawbridge; and

WHEREAS, in furtherance of the goal of the Original Agreement as amended, to provide an interoperable statewide electronic toll collection system to the customers of each Home Agency, and to provide a single account statement to each customer setting forth transaction activities on all participating agency roadways, Lee County DOT agrees to all terms and conditions set forth herein and the Home Agency parties hereto agree to designate Lee County DOT as a Home Agency under the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual benefits and in further consideration of the covenants and conditions contained herein, the parties mutually agree as follows:

1. Definition of Client Agency: The definitions in paragraph 1 of the Original Agreement is supplemented by defining a Client Agency as

any agency that is a party to this Second Amendment that is not a Home Agency.

2. Lee County DOT is joined as a Home Agency as qualified below:
Each of the parties acknowledge that the Lee County DOT electronic toll collection system known as LeeWay must undergo system testing to determine its ability to:

- (i) properly read and write to transponders belonging to each Home Agency,
- (ii) deduct the correct toll amount from transponder resident Current Balance where the Revenue Type is '01', and
- (iii) create transaction records in a correct format as established in the Interoperability Interface Specifications appendix.

Lee County DOT shall have 90 calendar days in which to complete interoperability testing of the LeeWay system in accordance with Article XIII (3) of the Original Agreement. Upon the successful completion of such interoperability testing, Lee County DOT shall automatically and unconditionally be deemed a Home Agency under the terms of the Original Agreement.

In the event that such interoperability testing reveals that interoperability problems exist or persist between the LeeWay system and the systems of the other Home Agencies, then Lee County DOT shall have 60 calendar days after the completion of interoperability testing to correct all such problems with interoperability.

If critical problems are found during interoperability testing, Lee County DOT shall perform a complete re-test to demonstrate the system as a whole is functioning properly. In the event the problems are not deemed critical, a partial re-test may be acceptable but prior written approval must be obtained from the other Home Agencies before the partial re-test is performed. The other Home Agencies shall have sole authority and discretion in determining which problems are deemed critical or not critical. In the event that Lee County DOT is unable to resolve problems with interoperability between the LeeWay system and the systems of the other Home Agencies, then Lee County DOT's status as a Home Agency shall thereafter be suspended until such time as it has resolved all of the interoperability problems between LeeWay and the electronic toll collection systems of the other Home Agencies.

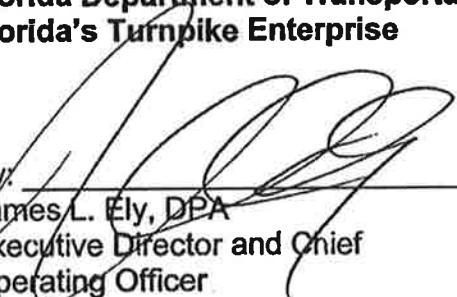
If testing demonstrates that Lee County DOT's LeeWay transponders perform successfully at facilities operated by the other Home Agencies and those operated by their respective Client Agencies, then Lee


County DOT shall be granted partial interoperability and their transponders will be accepted by all Agencies that are a party to this Agreement. Full interoperability shall only be granted upon successful completion of interoperability testing as described above. Only Lee County DOT issued transponders that have been reprogrammed by Lee County DOT to operate in accordance with Section 3 of Exhibit A to the Interoperability Interface Specifications Appendix shall be accepted by other Agencies. Lee County DOT agrees to disburse funds to the respective Home Agencies for electronic toll transactions occurring at their facilities and those of their respective Client Agencies.

3. Appendix: Paragraph XVIII of the Original Agreement is hereby deleted and the following Appendix entitled "Interoperability Interface Specifications", dated _____, 2004, which incorporate the following documents is substituted, incorporated and made as part of this Agreement.
 - a. Records and Files Interface Specifications;
 - b. Accounting Business Rules;
 - c. FDOT/Lee County DOT Technical Business Rules;
 - d. FDOT/OOCEA Technical Business Rules;
 - e. OOCEA/Lee County DOT Technical Business Rules;
4. Technical Business Rules: Each Home Agency and its Client Agency may adopt business rules. Nothing in the business rules shall conflict with the terms of the Original Agreement as amended among the Home Agencies. The adopted business rules between Home Agencies and Client Agencies shall be made available to each Home Agency.
5. Ratification and Confirmation of Agreement: Each of the parties hereto, but specifically including Lee County DOT, hereby ratifies and confirms each and every term and condition of the Original Agreement, the First Amendment, and the terms of this Second Amendment, and agree to be bound thereby.
6. Counterparts: This Second Amendment may be simultaneously executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
7. Effective Date of Second Amendment: The effective date of this Second Amendment will be on 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 Second Amendment.

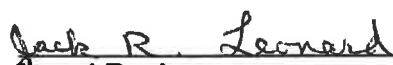
IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Second Amendment, in several counterparts, by their respective authorized representatives, for the purposes set forth herein.

**Florida Department of Transportation
Florida's Turnpike Enterprise**

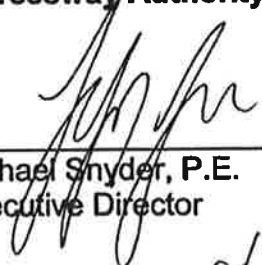
By: 
James L. Ely, DPA
Executive Director and Chief
Operating Officer

Attest: 
Secretary

Date signed: 2-18-05

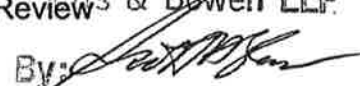

Legal Review

**Orlando Orange County
Expressway Authority**

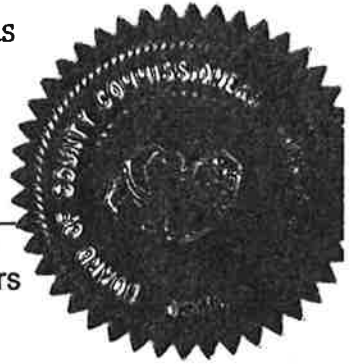
By: 
Michael Snyder, P.E.
Executive Director

Attest: 
Secretary

Date signed: 8/6/04

Legal Review Watts & Bowen LLP
By: 

BOARD OF COUNTY COMMISSIONERS
Osceola County



Attest: *Sammy Rose*
Clerk of the Board of
County Commissioners

By: *Ken Shipley*
Ken Shipley, Chairman
Board of County Commissioners

Date signed: 12-20-04

Legal Review



Attest: *Antonio J. Martinez*
Secretary

Guillermo A. Martinez

Legal Review

**Miami-Dade County
Expressway Authority**

By: *Servando M. Parapar*
Servando M. Parapar, P.E.
Executive Director

Date signed: 1/31/2005

Lee County DOT

By: *Deborah P.C.*
Attest: *Deborah P.C.*
Clerk of the Board of
County Commissioners

Scott Stout

Legal Review

By: *John Albion*
John Albion, Chairman
Board of County Commissioners

Date signed: 6/8/04

