# Meeting of the Board of Directors

**August 24, 2026 - 1:30 p.m.**

**THEA Headquarters**
**1104 E. Twiggs Street**
**First Floor Board Room**
**Tampa, FL 33602**

For any person who wishes to address the Board, a sign-up sheet is provided at the Board Room entrance. Presentations are limited to three (3) minutes. When addressing the Board, please state your name and address and speak clearly into the microphone. If distributing backup materials, please provide ten (10) copies for the Authority Board members and staff. Any person who decides to appeal any decisions of the Authority concerning any matter considered at its meeting or public hearing will need a record of the proceedings and, for such purpose, may need to hire a court reporter to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which an appeal is to be based.

**I. Call to Order and Pledge of Allegiance**

**II. Public Input/Public Presentations**

1. Comments by FTC Commissioner Mai
2. Open Public Comment

**III. Consent Agenda**

1. **Approval of the Minutes of the June 22, 2026, Board Meeting**
2. **Approval of Board Member Travel – IBTTA – September 24-27 - Montreal - $6,500**
3. **Approval of 2027 Board Meeting and Workshop Dates**

**IV. Discussion/Action Items**

**A. Office of Infrastructure** – *Greg Deese, Director*

**1. East Mainline Toll Gantry CEI Services - EXP**

**Purpose:** To provide Construction Engineering and Inspection (CEI) services during construction of the East Mainline Toll Gantry and Civil Site project.

**Funding:** Capital Budget – $773,075

**Action:** Request the Board to authorize the Executive Director to execute a task order with EXP, in the amount of $773,075, to provide CEI services for construction of the East Mainline Toll Gantry and Civil Site project.

2. **Whiting Street Project Water Quality Treatment Credits – National Stormwater Trust**

   **Purpose:** To enter into an agreement with National Stormwater Trust and reserve water quality treatment credits for the Whiting Street Improvement Project. These credits will be used to satisfy Southwest Florida Water Management District (SWFWMD) water quality treatment requirements and support project permitting.

   **Funding:** Capital – $581,703

   **Action:** Request the Board to authorize the Executive Director to execute an agreement with National Stormwater Trust and place a deposit in the amount of $581,703 for future water quality treatment credits.

3. **US 301 Enhanced Public Outreach – Quest**

   **Purpose:** To provide community engagement, stakeholder outreach, and public awareness services in support of the US 301 Project Development and Environment (PD&E) Study beyond the standard public involvement activities included in the existing PD&E scope.

   **Funding:** Capital – $95,325

   **Action:** Request the Board to authorize the Executive Director to execute a task order with Quest in the amount of $95,325 to provide enhanced public outreach services for the US 301 Project.

4. **South Selmon Capacity Project Communications Support – Playbook Public Relations**

   **Purpose:** To obtain Board approval for a task order with Playbook Public Relations to provide communications and public outreach support services for the South Selmon Capacity Project.

   **Funding:** Capital – $189,800

   **Action:** Request the Board to authorize the Executive Director to execute a task order with Playbook Public Relations in the amount of $189,800 to provide communications support services for the South Selmon Capacity Project.

5. **Stormwater Management Facilities Rehabilitation Design – RK&K**

   **Purpose:** To provide design services for a capital improvement project intended to restore the operational effectiveness of legacy stormwater management facilities along the Selmon Expressway.

   **Funding:** Capital – $74,998

**Action:** Request the Board to authorize the Executive Director to execute a task order with RK&K in the amount of $74,998 to provide design services for the Stormwater Management Facilities Rehabilitation Project.

6. **Purchase of Agency Vehicles**

   **Purpose:** To purchase two agency vehicles that will support THEA staff in field operations, infrastructure inspections, construction and maintenance oversight, maintenance support for ITS and REL operations, incident response, and project management activities.

   **Funding:** Capital – $133,766

   **Action:** Request the Board to authorize the Executive Director to purchase two new agency vehicles as follows:

   - One Ford F-150 from Myers Auto Group in the amount of $63,016
   - One Ford F-250 from Alan Jay Fleet Sales in the amount of $70,750

**B. Toll Technology and Customer Experience** – *Raul Rosario, Director*

1. **Operational Back Office System (OBOS) Testing and post-implementation support with the SunPass Back Office (CCSS) – Florida's Turnpike Enterprise (FTE)**

   **Purpose:** To support full testing of all transactional information between THEA's new OBOS and the CCSS and to obtain post-implementation support from the CCSS.

   **Funding:** Capital - $110,436

   **Action:** Request the Board to authorize the Executive Director to execute a task order with FTE in the amount of $110,436 to support system testing and post-implementation support services for THEA's OBOS Project.

**C. Legal –** *Amy Lettelleir, Chief Legal Officer*

1. **Approval of Tampa-Hillsborough County Expressway Authority Interlocal Agreement with the Santa Rosa County Tax Collector's Office**

   **Purpose:** To allow customers to pay THEA tolls to the Santa Rosa County Tax Collector's office for the release of registration holds and to provide the procedures for remittance and reporting between parties.

   **Action:** Request the Board to authorize THEA's Chairman to execute an Interlocal Agreement with the Santa Rosa County Tax Collector's Office.

2. **Approval of the Evaluation Committee's Shortlist for General Engineering Consultant (GEC) Services**

   **Purpose:** To approve the Evaluation Committee's recommended shortlist of General Engineering Consultants.

| Firm | Ranking |
|---|---|
| HNTB | 91.67 |
| KCA | 89.00 |
| Lochner | 87.33 |
| Kimley Horn | 87.33 |

**Action:** Request Board to approve the Evaluation Committee's recommended shortlist and authorize and direct staff to begin the interview process with the four top-ranked firms.

**D. Chairman –** *Vincent Cassidy*

**1. Acceptance of Board Member Executive Evaluations**

**V. Staff Reports**

**A.** Budget & Finance – *Jeff Seward, Chief Financial Officer*

**B.** Office of Infrastructure – *Greg Deese, Director*

**C.** Toll Technology & Customer Experience – *Raul Rosario, Director*

**VI. Executive Reports**

**A.** Executive Director – *Greg Slater, Executive Director*

**1.** Economic Impact Analysis Presentation – Sisinnio Concas - CUTR
**2.** Director's Report

**B.** Chief Legal Officer – *Amy Lettelleir, Esq.*

**C.** Chairman – *Vincent Cassidy*

**1. Upcoming Meetings**

- Board Workshop – September 14, 2026
- Board Meeting – September 28, 2026
- Board Workshop – October 12, 2026
- Board Meeting – October 26, 2026

**VII. Old Business**

**VIII. New Business**

**IX. Adjournment**

Tampa-Hillsborough County Expressway Authority
Minutes of the June 22, 2026, Board Meeting
1104 E. Twiggs Street
Tampa, FL 33602

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The Tampa-Hillsborough County Expressway Authority held a public meeting at 1:30 p.m. on June 22, 2026, at THEA Headquarters, 1104 E. Twiggs Street in Tampa Florida. The following were present:

**BOARD:**

Vincent Cassidy, Chairman
Bennett Barrow, Vice Chairman
Cody Powell, Secretary
L.K. Nantham, Member
Commissioner Boles, Member
Mayor Castor, Member

**STAFF:**

Greg Slater
Amy Lettelleir
Jeff Seward
Lisa Pessina
Raul Rosario
Greg Deese
Shari Callahan
Bob Frey
Charlene Varian
Chaketa Mister
Emma Antolinez
Brian Ramirez
Elizabeth Gray
Anna Quinones
Szabina Szenassy
Toni Atkinson
Frederick Pekala
Felipe Velasco
Krishna Rentala
Manny Flores
Rachel Lord
Julie Aure

**OTHERS:**

Sarah Lesch, Playbook
Kim McKenney, Arthur J. Gallagher
Steve Williams, Infotect
Edgardo Torres, TransCore
Steve Gordillo, WSP
Nick Harrison, ASI
Kevin Larcy, ASI
Joey Roselli, ASI
Ryan Aravind, Raymond James
Bret Wilder, PFM
Sharlene Lairscey, Quest
Alex Bourne, RS&H
Tamara Patterson, Jeffries
Len Becker, HNTB
Erin Lawson, KCA
Dean Grumbach, KCA
Morgan Reed, EXP
Tony Caruso, EXP
David Hubbard, EXP
Laura Crouch, PIO/Playbook
Jason Dahlvik, Lochner
John Generalli, Wells Fargo
Andrew Devenbeck, RBC
Lori Buck, Quest
Kim DeBosier, WGI
Frank Heck, Kimley Horn
Scarlett Sharpe, WSP
Michael Simon, KCI

**Call to Order and Pledge of Allegiance –** Chairman Cassidy called the meeting to order at 1:30 p.m. followed by the Pledge of Allegiance.

**Public Input/Public Presentations** – There were no public comments or presentations.

**Discussion/Action Items –** *Vince Cassidy Chairman*

**Executive Director –** *Greg Slater*

**1. A Year in Review – Presentation**

Mr. Slater updated the Board on THEA's accomplishments over the past twelve months, including:

- The asset maintenance contract, which has resulted in higher performance measures.
- The Selmon aesthetic plan, which carries the blue and white color scheme and applying it to the entire system.
- The South Selmon Capacity project, THEA's largest investment in agency history, will address growth and modernize the system.
- The Whiting Street Extension.
- The US 301 PD&E Study contract was awarded.
- The innovative asset management plan which uses a proactive approach to infrastructure stewardship.
- The building of a smarter system, resulting in THEA's largest ITS expansion in agency history, modernized toll operations, a strategic roadmap for expanding agencywide GIS capabilities, and strengthened cybersecurity.
- The Wrong-Way-Driving Detection system.
- The portable tolling gantry that will provide operational continuity.
- The I-4 FRAME project.
- Community-focused infrastructure.
- The Selmon Greenway – 12th Street Park, improving connectivity in the urban core.
- Activating spaces in the urban core to enhance the fabric of downtown.
- The partnership with the Tax Collectors' offices to streamline the customer experience.
- The USF-SE Bridge building competition.
- Investing in our partners through sponsorships and presentations.

Mr. Slater also reviewed the many awards and achievements over the past year.

Finally, he gave a quick summary of the FY27 Workplan that invests heavily in things that improve THEA's operations and enhance the customer experience. The Workplan:

- Fully funds and completes the SSC project.
- Fully funds and completes the Whiting Street Extension project.
- Fully funds and completes a refresh of Meridian Ave. and Brandon Pkwy.
- Refreshes the REL, repaints all our steel bridge components and applies the new aesthetic guidelines in the process.
- Completes the PD&E for the 301 Expressway Project.
- Starts the construction for Phase 1 of East Selmon and gets Phase 2 into the design Phase.
- Does a full analysis of the Downtown Viaduct to ensure investment needs over the next thirty plus years are minimal and integrates into the system around it in the downtown core.
- Fully equips our system with next generation of ITS technology.
- Fully integrates a next generation roadside toll system.
- Fully integrates a next generation operational back office.
- Invests in community spaces with 12th Street Park and the Meridian Health Trail.
- Activates our downtown real estate assets with a community focused development solution, along with mobility and connectivity centered transportation elements.
- Maintains our system at the newly established high asset standards, along with new signs, new line striping and a refreshed and enhanced drainage system.
- Continues to focus on being a lean organization with minimal growth.
- Grows appropriately with new positions in engineering, additional redundancy in finance, and an additional ITS field position.

Mr. Slater then turned the meeting over to Mr. Seward to review the Work Program and Budget.

Before Mr. Seward began, Chairman Cassidy observed that THEA is doing in one year what other organizations do in ten years and congratulated Mr. Slater and the team. He also requested one edit it the second to last bullet to clarify that the minimal growth is referring to the budget.

Mr. Nandam commented that in the six months he has been on the Board, he has observed and is impressed with the programmatic structure. He also noted his excitement about the Asset Management Program and is particularly impressed with the type of community enhancement projects THEA is bringing to the community.

**Budget and Finance –** *Jeff Seward, Chief Financial Officer*

### 1. Adoption of the THEA Work Program – Fiscal Year 2027

Mr. Seward presented a summary of the FY2027 Capital Work Program, which consists of preservation and enhancement projects that will increase the safety, operations, and reliability of THEA facilities. The Work Program includes the existing fiscal year, budget year, and four planning years.

He requested the Board to approve the FY2027 Capital Work Program.

*Chairman Cassidy requested a motion. Mr. Barrow moved approval, seconded by Mr. Powell.*

Mr. Cassidy asked if the Whiting Street Project is in Preservation in ’28-’29.

Mr. Seward advised that the Whiting Street Project is under Enhancements.

The Chairman asked what the Preservation increases in ’28-’29 are attributed.

Mr. Seward noted they are for cleaning and restaining the reversible express lanes, resurfacing Brandon Parkway.

*The motion passed unanimously.*

### 2. Adoption of Fiscal Year 2027 Operating, Maintenance and Administrative Budget

Mr. Seward provided an overview of the proposed FY2027 OM&A budget.

He continued, noting that pursuant to Section (3) of FS 189.016, Uniform Special District Accountability Act, THEA is obligated to adopt by Resolution its FY2027 budget.

Mr. Seward requested the Board to approve Resolution No. 682 adopting the FY2027 Annual Operating, Maintenance, and Administrative Budget. Hillsborough County Expressway Authority are hereby appropriated upon the terms and conditions set forth hereafter.

He read Resolution 682 into the record as follows:

*Resolution 682 – A resolution of the Tampa-Hillsborough County Expressway Authority approving a budget; making appropriations for all operating, maintenance and administration expenses; making appropriations for replacement/renewal and enhancement/capacity capital improvement project expenses for the fiscal year beginning on July 1, 2026 and ending on June 30, 2027, prescribing the terms and conditions and provisions with respect to the items of appropriation and their payment; and providing an effective date.*

***WHEREAS,*** *the Tampa-Hillsborough County Expressway Authority (the*

*“Authority”) is an agency of the State of Florida, established in 1963 pursuant to Chapter 348, Part II, Florida Statutes (the “Act”); and*

***WHEREAS****, the Authority has previously adopted its Amendment and Restated*

*Master Bond Resolution on November 19, 2012, as amended and supplemented from time to time (the "Master Bond Resolution")*

***WHEREAS,*** *the Authority has received a Revenue Sufficiency Certificate prepared by its Traffic Engineer who has determined that Net System Revenues are sufficient to meet the coverage requirements set forth in Section 5.07(B) of the Master Bond Resolution;*

***WHEREAS,*** *a line-item balanced budget has been developed pursuant to the requirements set-forth in FS 189.06(3), Uniform Special District Accountability Act;*

*NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY THAT:*

*SECTION 1. BUDGET ADOPTION. This Resolution shall be known as the Fiscal Year 2027 Budget Resolution of the Tampa-Hillsborough County Expressway Authority. Said Fiscal Year 2027 budget is summarized in the attachment hereto, labeled as “Exhibit A-1”. Said Fiscal Year 2027 budget is fully detailed in the Fiscal Year 2027 Adopted Budget and the line-item revenue and expenditure budgets, which collectively comprise the Adopted Budget of the Tampa-Hillsborough County Expressway Authority and all of which may be reviewed on the Authority's website. The sums provided for in the Fiscal Year 2027 Adopted Budget for the Tampa-Hillsborough County Expressway Authority are hereby appropriated upon the terms and conditions set forth hereafter.*

*SECTION 2. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage. This Resolution was approved and adopted by the Tampa-Hillsborough County Expressway Authority on June 22, 2026.*

*Chairman Cassidy requested a motion. Mr. Barrow moved approval, seconded by Mr. Powell.*

Chairman Cassidy asked for clarification on the previous slide to confirm it represents 11 months of operations. Mr. Seward confirmed.

*The motion passed unanimously.*

**Office of Infrastructure** – *Greg Deese, P.E., Director*

1. **South Selmon Capacity Project (SSCP) Intelligent Transportation System (ITS) Support – TransCore - $124,640**

   Mr. Deese presented a task order request with TransCore for continued support during construction of the South Selmon Capacity Project.

   He requested the Board to authorize the Executive Director to execute a task order with TransCore for ITS field support in the amount of $124,640 from the capital budget.

*Chairman Cassidy requested a motion. Mr. Barrow moved approval, seconded by Mr. Powell. The motion passed unanimously.*

2. **East & West Selmon ITS Phased Design-Build (PDB) Independent Cost Estimate - Burns & McDonnell - $249,759**

   Mr. Deese presented an item related to THEA's ITS project. It is a task order with Burns & McDonnell to serve as the Independent Cost Estimator for the East & West Selmon ITS PDB. Burns & McDonnell will provide independent, open-book cost estimating and schedule impact analysis services at key design milestones, supporting the Authority in achieving accurate and transparent pricing for Work Package Proposals.

   He requested the Board to authorize the Executive Director to execute a task order with Burns & McDonnell to provide independent cost estimating services in support of the ITS PDB project in the amount of $249,759 from the capital budget.

*Chairman Cassidy requested a motion. Mr. Barrow moved approval, seconded by Mr. Powell.*

*The motion passed unanimously.*

3. **East & West Selmon ITS PDB Planning Phase Support – Traffic Management Solutions - $1,000,000**

   Mr. Deese presented another task request, also related to the ITS PDB, with Traffic Management Solutions (TMS) to begin the planning phase. During this phase, the design-build firm, regional stakeholders, and THEA will collaborate and optimize the project design.

   He requested the Board to authorize the Executive Director to execute a task order with TMS to initiate the Planning Phase in the not-to-exceed amount of $1,000,000 from the capital budget.

*Chairman Cassidy requested a motion. Mr. Barrow moved approval, seconded by Mr. Powell. The motion passed unanimously.*

### 4. Brorein Pedestrian Safety Improvements Construction, Engineering, and Inspection (CEI) Services – EXP - $160,197

Mr. Deese presented a task with EXP for CEI services for the Brorein Pedestrian Safety Improvements project.

He requested the Board to authorize the Executive Director to execute a task order with EXP to provide CEI services for the upcoming Brorein Pedestrian Safety Improvements Project in the amount of $160,197 from the capital budget.

*Chairman Cassidy requested a motion. Mr. Barrow moved approval, seconded by Mr. Powell.*

*The motion passed unanimously.*

### 5. High Mast Conduit – Webber - $75,838

Mr. Deese presented a task resulting from the need to relocate underground electrical infrastructure serving the high mast lighting system at the East Toll Plaza.

He requested the Board to authorize the Executive Director to execute a task order with Webber for the relocation of high mast lighting circuits in conflict with the East Selmon toll gantry project in the amount of $75,838 from the capital budget.

*Chairman Cassidy requested a motion. Mr. Barrow moved approval, seconded by Mr. Powell.*

*The motion passed unanimously.*

### 6. East Mainline Toll Gantry Post Design Services – Kissinger Campo & Associates (KCA) - $228,745

Finally, Mr. Deese presented a task order with KCA to provide engineering and design review services through construction of the East Mainline Toll Gantry project.

He requested the Board to authorize the Executive Director to execute a task order with KCA to provide post-design services for the upcoming East Mainline Gantry construction in the amount of $228,745 from the capital budget.

*Chairman Cassidy requested a motion. Mr. Barrow moved approval, seconded by Mr. Powell.*

*The motion passed unanimously.*

**Toll Technology & Customer Experience –** *Raul Rosario, Director*

1. **Independent Audit System (IAS) Procurement - HNTB – $136,010**

   Mr. Rosario presented a task order with HNTB to support the development of a Request for Proposals (RFP) and related procurement activities for a toll facility Independent Audit System.

   He requested the Board to authorize the Executive Director to execute a task order with HNTB to provide professional services support in the development and execution of the IAS RFP for $136,010 from the capital budget.

*Chairman Cassidy requested a motion. Mr. Barrow moved approval, seconded by Mr. Powell.*

*The motion passed unanimously.*

2. **Roadside Toll Collections System (RTCS) Design and Implementation Phase – HNTB - $1,563,000**

   Mr. Rosario presented a task order with HNTB to support the design and implementation of the Roadside Toll Collections System. These services will include project management and administration, design and development support, installation and testing oversight, and go-live planning and transition support. He noted that this project does not have a CEI and HNTB will serve as our tester, engineering support, field validation, and everything that goes along with the construction site for the RTCS.

   He requested the Board to authorize the Executive Director to execute a task order with HNTB to provide services in support of the new Roadside Toll Collections System implementation for $1,563,000 from the capital budget.

*Chairman Cassidy requested a motion. Mr. Barrow moved approval, seconded by Mr. Powell.*

   Mr. Slater asked for confirmation that this amount is over several years. Mr. Rosario responded in the affirmative.

*The motion passed unanimously.*

**Legal** – *Amy Lettelleir, Chief Legal Officer*

1. **RTCS Approval of Final Ranking and Contractor Selection**

   Ms. Lettelleir presented the Evaluation Committee’s rankings for the Roadside Toll Collection System Project.

| Firm | Rank |
|---|---|
| **Conduent** | 81.29 |
| **Indra** | 87.87 |
| **Kapsch** | 82.46 |
| **Neology** | 86.06 |
| **TransCore** | 91.66 |

She requested the Board to accept the Evaluation Committee's rankings and to authorize and direct staff to negotiate and execute a contract with the highest ranked firm, TransCore. If negotiations are unsuccessful, staff shall negotiate with the number two ranked firm. Contract is subject to review and approval by THEA's Chief Legal Officer.

*Chairman Cassidy requested a motion. Mr. Barrow moved approval, seconded by Mr. Powell.*

Chairman Cassidy asked when the Board will be asked to approve the spend on this item. Ms. Lettelleir advised that request will occur when the contract comes back to the Board. Mr. Slater noted that the cost is in line with THEA's estimates.

*The motion passed unanimously.*

Ms. Lettelleir took a moment to thank Emma Antolinez and Felipe Velasco for the hours of time they spent on their thoughtful review of the submittals.

### 2. Approval of Tampa-Hillsborough County Expressway Authority Interlocal Agreements with the Lee County Tax Collector's Office and the Sarasota County Tax Collector's Office

Ms. Lettelleir presented interlocal agreements with the Lee County and Sarasota County Tax Collector's Offices that will allow THEA customers to pay tolls to the Lee County and Sarasota County Tax Collector's offices for the release of registration holds and to provide the procedures for remittance and reporting between the parties.

She requested the Board to authorize THEA's Chairman to execute an Interlocal Agreements with the Lee County Tax Collector's Office and the Sarasota County Tax Collector's Office.

*Chairman Cassidy requested a motion. Mr. Barrow moved approval, seconded by Mr. Powell.*

3. **Fiscal Year 2027 Commercial Property Insurance, Sabotage and Terrorism Insurance, and Crime Insurance** – *Chris Connelly and Kim McKenney from Arthur J. Gallagher*

   Ms. Lettelleir introduced Ms. Kim McKenney from Arthur J. Gallagher to review the proposal for Commercial Property, Sabotage and Terrorism, and Crime coverage for FY2027.

   Ms. McKenney reviewed the 2026 Program renewals, beginning with the Infrastructure Property Program. She pointed out the rate increases that followed the 2024 Francis Scott Key Bridge incident and noted that this year we received an increase in carrier capacity resulting in competitive rates and coverage terms. For THEA's 2026 property renewal, Gallagher accessed over thirty markets to explore renewal options. Their goal was to diversify from Zurich and offset the anticipated renewal premium increase and coverage term changes.

   Ms. McKenney then reviewed the structure of the Infrastructure Property Program. She noted that, by diversifying, a near flat rate renewal rate was achieved.

   Chairman Cassidy asked if "near flat" is 2.4%. Ms. McKenney explained the assets increase is 2.4%. The renewal rate is -.06%.

   She shared a diagram of the property program showing the multiple carriers and the percent of coverage they are providing, with Chubb as the lead carrier. She added that the policy has a $50,000 all other perils deductible, and we moved to a $2.5M maximum deductible for flood or windstorm event.

   Chairman Cassidy asked for clarification. Ms. McKenney explained it was a percentage deductible based on the asset on the statement of values.

   The Chairman asked what the percent would have been based on the assets. Ms. McKenney advised that they did a comparison to every asset that is listed on the statement of values and the Selmon alone had a deductible of $40M. We were able to cap each asset on the statement of values.

   Finally, she reviewed the Terrorism & Sabotage and the Crime Insurance renewals, both of which had premium decreases.

*Chairman Cassidy requested a motion. Mr. Barrow moved approval, seconded by Mr. Powell.*

   Chairman Cassidy pointed out that in prior years we obtained multi-year quotes. Ms. McKenney noted that the last year we obtained multi-year quotes was in 2021. It has not been an option for the last few years, though that could change in the future.

*The motion passed unanimously.*

**Consent Agenda –** *Vince Cassidy, Chairman*

1. **Approval of the Minutes of the May 4, 2026, Budget Workshop and the May 18, 2026, Board Meeting**
2. **Approval of Ongoing Capital Project Task Work Orders – FY2027**
   - Post-Tensioned Bridge Asset Management
   - Brorein Pedestrian Safety Improvements
   - Reversible Express Lane Gate System Replacement Support
   - Advanced Traffic Management System
   - Brandon Parkway Refresh Support
   - Bridge Rehabilitation (Painting)
   - 12th Street Park
   - Selmon East Phase 1
   - Bridge Inspections
   - East Selmon Fence Replacement
   - Meridian Trail and Stormwater
   - Drainage Asset Management
   - Biennial Bridge Inspection for FY27
   - Structural Health Monitoring
   - Post-Tensioned Bridge Support
   - Post-Tensioned Bridge Support
   - Meridian Trail - Post-Concept Support
   - Selmon Greenway East – 12th Street to 19th Street
   - US 301 PD&E Support

*Chairman Cassidy requested a motion to approve the consent agenda. Mr. Barrow moved approval, seconded by Mr. Powell. The motion passed unanimously.*

**Staff Reports**

1. Office of Infrastructure – *Greg Deese, P.E., Director*

   Mr. Deese reviewed the updated South Selmon Capacity Project Board Request Tracker. He also gave an update on ASAP – it is moving along investigating technologies and scope augmentations. He highlighted the Smart Pond Technology at Swann Pond. The technology uses weather forecasting and automated controls to detect incoming rainfall and will electronically redirect the weir, controlling the flow of water out of the pond and into the bay, allowing for additional stormwater carrying capacity.

   Finally, Mr. Deese shared photographs highlighting some of the construction progress on the South Selmon Capacity Project, including:

   - The installation of construction fencing with screening and soil tracking prevention

- Preparation for the first drilled shaft
- Site preparation for the new toll site on the West Mainline and clearing vegetation for ponds

**2.** Toll Technology and Customer Experience – *Raul Rosario, Director*

Mr. Rosario provided an update on the toll statistics for May 2026, noting a slight decrease in monthly transactions largely due to fewer work-week days in 2026.

Next, he reviewed monthly transaction distribution along the system, with the transactions on the West Extension continuing to increase.

Chairman Cassidy asked for the period of time that the 732,325 transactions on the West Extension occurred. Mr. Rosario noted it was for the month of May. The Chairman was particularly interested in how many cars that number represents and commented on how it far exceeds the projections.

Mr. Slater added that the level of traffic projections we are seeing on the West Extension exceeds what we projected for 2030.

Mr. Rosario presented the numbers for prepaid transactions and postpaid transactions, which hold steady at 68% and 32%, respectively. For the postpaid transactions, 92.6% are Florida plates, with 7.4% non-Florida plates. He noted that there was a question during last month's Board meeting about the number of Indiana plates. The team did some investigating and discovered that Indiana has several companies with fleets registered in Indiana using the system. They will follow up with those companies to promote the use of SunPass. He noted that one of the companies is U-Haul and they are already a good Toll-by-Plate customer.

Finally, Mr. Rosario reported that in May, for post-paid accounts, the number of unique plates that have not been seen on the system in the last 12 months reached 87,044. During the June Board meeting, there was a question about the population of these unique plates. Out of 2.2 million postpaid transactions, 305,000 were distinct plates. Out of those distinct plates, 87,044 – or 28%, are unique plates that we have not seen on the system in the last 12 months.

**Executive Reports**

**A.** Executive Director – *Greg Slater, Executive Director*

**1.** Contract Renewals, Expirations and Extensions

THEA has two contracts expiring on December 31. One is with Milligan Partners for Miscellaneous Toll Operations Support Services, and the other is with HNTB for GEC Services.

**2.** Director's Report

Mr. Slater reported an emergency procurement with APTIM for $64,000. An issue was identified during geotechnical boring at Pier 10 (Ashley Drive parking lot), where the team encountered an obstruction with a petroleum odor. Work stopped immediately and APTIM was mobilized to investigate. The investigation and restorative work totaled above $50,000, requiring a report to the board.

He reported that the South Selmon Capacity Project is moving forward with clearing and grubbing and people should expect to see increased activity. He will continue to send the monthly newsletter to the Board prior to its wide distribution and THEA will provide the Board with quarterly updates during Board meetings.

Mr. Slater offered apologies to Board members if the public is reaching out to them about tree removal. An arborist walked the project with the construction team, and we are only removing trees we absolutely must for construction, and we are committed to mitigating all of them with our landscaping at the end of the project.

Mr. Slater reported that after our go live for online toll clearances with the Hillsborough County Tax Collectors office, Brevard, Sumter, Pasco, and Volusia are now live with Duvall, Citrus, Clay, Indian River, Martin, Walton, Osceola, and Charlotte in the testing phase.

Finally, Mr. Slater gave an update on Team THEA:

Judith is out on maternity leave; Jeff is a new Grandfather; and he welcomed Manny Flores to THEA's engineering team. Manny comes to us from FDOT where he served as a District Estimates Manager. He is our new Design Project Manager and will oversee the development of capital projects from scoping to final design.

**B.** Chief Legal Officer – *Amy Lettelleir, Esq.*

Ms. Lettelleir reported that the Real Estate RFP will go out this week and reminded everyone that the "cone of silence" will be in effect. She asked that any questions Board members may receive be referred to Toni Atkinson in Procurement.

**C.** Chairman – *Vince Cassidy, Chairman*

**1. Upcoming Meetings**

- Board Workshop – August 10 *Cancelled*
- Board Meeting – August 24

**Old Business**

Commissioner Boles referred back to the Toll Operations report and the Indiana data that was presented. He questioned whether there is a way to expand that to look at what kind of fleet vehicles are coming from all states? Mr. Rosario pointed out that most of them are going to be rental vehicles. Mr. Slater pointed out that THEA has been reaching out to our video-toll customers about the advantages of moving to a prepaid account and had a about a 10% conversion.

Chairman Cassidy requested confirmation and Mr. Rosario would come back to the Board to report his findings. Mr. Rosario responded in the affirmative.

**New Business**

No new business.

**Adjournment**

With no further business, the meeting adjourned at 2:30 p.m.

**APPROVED:** ___________________________ ATTEST**:** ______________________________
**Chairman: Vincent J. Cassidy** **Vice Chairman: Bennett Barrow**

**DATED THIS 24TH DAY OF AUGUST 2026.**

## Proposed 2027 Board Meeting Schedule

| | | |
|---|---|---|
| **<u>January</u>** | | |
| 1/12/2027 | Board Meeting | 1:30 p.m. |
| 1/25/2027 | Board Meeting | 1:30 p.m. |
| <u>February</u> | | |
| 2/08/2027 | Board Workshop | 1:30 p.m. |
| 2/22/2027 | Board Meeting | 1:30 p.m. |
| <u>March</u> | | |
| 3/08/2027 | Board Workshop | 1:30 p.m. |
| 3/22/2027 | Board Meeting | 1:30 p.m. |
| <u>April</u> | | |
| 04/12/2027 | Board Workshop | 1:30 p.m. |
| 04/26/2027 | Board Meeting | 1:30 p.m. |
| <u>May</u> | | |
| 05/10/2027 | Board Budget Workshop | 1:30 p.m. |
| 05/24/2027 | Board Meeting | 1:30 p.m. |
| <u>June</u> | | |
| 06/14/2027 | Board Workshop | 1:30 p.m. |
| 06/28/2027 | Board Meeting | 1:30 p.m. |
| <u>July</u> | | |
| 07/12/2027 | Board Workshop | 1:30 p.m. |
| 07/26/2027 | Board Meeting | 1:30 p.m. |
| <u>August</u> | | |
| 08/09/2027 | Board Workshop | 1:30 p.m. |
| 08/23/2027 | Board Meeting | 1:30 p.m. |
| <u>September</u> | | |
| 09/13/2027 | Board Workshop | 1:30 p.m. |
| 09/27/2027 | Board Meeting | 1:30 p.m. |
| <u>October</u> | | |
| 10/11/2027* | Board Workshop | 1:30 p.m. |
| 10/25/2027 | Board Meeting | 1:30 p.m. |
| <u>November</u> | | |
| 11/15/2027 | Board Meeting | 1:30 p.m. |
| <u>December</u> | | |
| 12/13/2027 | Board Meeting | 1:30 p.m. |

*Columbus Day

**Note:** Meetings of Committees as Whole are held in the Expressway's 3rd-floor Conference Room. Monthly Board meetings are held in the Expressway's 1st-floor Board Room.

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY
1104 EAST TWIGGS STREET . SUITE 300
TAMPA, FL 33602
PH: 813.272.6740 . FAX: 813.273.3730
WWW.TAMPA-XWAY.COM

## EXP Staff Hours - CEI for HI-0326-C2026: East Mainline Toll Gantry and Civil Site

| | | | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Date: 8/11/2026** | **2026** | | | | | **2027** | | | | | | | | | | | | **2028** | | **Total** | | | |
| **Position** | **Aug** | **Sep** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Months** | **Hours** | **Loaded Rate** | **FEE** |
| **HI-0326-C2026: East Mainline Toll Gantry and Civil Site (Field)** | | | | | | | | | | | | | | | | | | | | | | | |
| Principal Engineer (EXP) - Anthony Caruso, PE - Added Value, CPM Schedules, Quality Assurance. | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 | $422.52 | $0.00 |
| Project Manager 2 / Sr. Project Engineer (EXP) - David Hubbard, PE | | 0.00 | 0.00 | 0.00 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 3.00 | 495.0 | $285.65 | $141,396.75 |
| CEI Project Administrator (EXP) - Porter Reed | | 0.00 | 0.00 | 0.00 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 7.50 | 1,237.5 | $206.80 | $255,915.00 |
| CEI Contract Support Specialist | | 0.00 | 0.00 | 0.00 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 3.75 | 618.8 | $144.43 | $89,373.28 |
| CEI Sr. Inspector - (EXP) - Jack Waddell | | 0.00 | 0.00 | 0.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 12.50 | 2,062.5 | $119.85 | $247,190.63 |
| CEI Inspector - ITS (EXP) - Jason Barco | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 0.20 | 2.40 | 396.0 | $86.36 | $34,198.56 |
| **Total Persons per Month** | | | 0.00 | 0.00 | 1.95 | 1.95 | 1.95 | 2.15 | 2.15 | 2.15 | 2.15 | 2.15 | 2.15 | 2.15 | 1.65 | 1.65 | 1.65 | 1.65 | 1.65 | 29.15 | 4809.80 | **EXP Fee =** | **$768,074.22** |
| **HI-0326-C2026: East Mainline Toll Gantry and Civil Site (Subconsultants)** | | | | | | | | | | | | | | | | | | | | | | | |
| VT Material Testing | | | | | | | Estimated Total Fee for VT Material Testing - $5,000.00 | | | | | | | | | | | | | 0.00 | 0.00 | $5,000.00 | $5,000.00 |
| | | | | | | | | | | | | | | | | | | | | | | **Subs =** | **$5,000.00** |
| | | | | | | | | | | | | | | | | | | | | | | **Total Fee =** | **$773,074.22** |

national stormwater trust®
2282 Killearn Center Boulevard
Tallahassee, Florida 32309
https://nationalstormwater.com

# CREDIT PURCHASE AGREEMENT

THIS CREDIT PURCHASE AGREEMENT ("Agreement") is made and entered into this _____ day of _____________, 2026, (the "Effective Date") by NATIONAL STORMWATER TRUST, INC., having an address of 2282 Killearn Center Boulevard, Tallahassee, Florida 32309 ("NST"), and TAMPA HILLSBOROUGH EXPRESSWAY AUTHORITY, having an address of 1104 East Twiggs Street, Suite 300, Tampa, Florida 33602 ("Buyer") (collectively, the "Parties").

RECITALS:

WHEREAS, NST has developed, or has identified and intends to seek authorization to develop, certain compensatory stormwater treatment credits within the Tampa Bay basin ("Basin"); and

WHEREAS, Buyer is undertaking the Whiting Street Project within the Basin ("Project") and has a need for compensatory treatment credits for the Project;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed:

1. Recitals. The recitals are true and correct and made a part of this Agreement.

2. Credit Amount, Type, and Need Date. Buyer hereby purchases from NST 51.88 kg-TN/yr and 7.83 kg-TP/yr of compensatory stormwater treatment credits within the Basin for the purpose of meeting water quality treatment requirements (hereinafter, the "Credits"). Buyer estimates that it will need the Credits to be available for the Project on October 1, 2027 ("Need Date"). Buyer agrees to promptly notify NST in writing if there is a change in the Need Date.

3. Purchase Price. Buyer shall pay to NST a fixed price of $2,908,515.00 (the "Purchase Price") for the Credits.

4. Reservation Deposit. After execution of this Agreement, NST shall invoice Buyer and Buyer shall pay to NST a deposit of 20% of the Purchase Price ("Deposit"). Within five business days of receiving a deposit from Buyer, NST shall send a letter to Buyer indicating that the Credits have been reserved by Buyer for the Project ("Reservation Letter"). Except in the event of default by NST, the Deposit is non-refundable but shall be credited to the Purchase Price.

5. Permitting and Transfer to Buyer. After receipt of the Deposit, NST shall pursue all regulatory and proprietary authorizations necessary to allocate the Credits to the Project. Upon receipt of the approvals, and assuming Buyer is in full compliance with this Agreement and all other agreements with NST, NST shall deliver to Buyer a certificate documenting the Credits allocated to the Project ("Certificate") and an invoice

for the balance of the Purchase Price. The remaining balance of the Purchase Price shall be paid in full within 30 days of the date of the invoice.

6. Term, Assignment, and Project Change. Upon full payment of the Purchase Price, Buyer shall be entitled to use the Credits for the life of the Project ("Term") in accordance with the terms and conditions of this Agreement. The Credits and Certificate are for the sole use of Buyer and for the Project only. Buyer may not assign the Credits or Certificate to a third party or project without the prior written approval of NST. Assignment of the Credits will require issuance of a new Certificate and may require additional regulatory approvals. In the event of an assignment, Buyer shall pay to NST a Credit assignment fee of 2% of the Purchase Price within 45 days of the assignment. Upon payment of the assignment fee, NST shall issue a new Certificate to the assignee. Also, any change in the Project use or design, or redevelopment or construction at the Project site, may necessitate different or additional compensatory treatment credits not contemplated or provided by this Agreement.

7. Payment. All payments hereunder shall be made to National Stormwater Trust, Inc. Buyer shall make all payments by either cashier's check drawn on a financial institution located in the United States of America, a government check, or a wire transfer. Notwithstanding delivery of the Certificate, the Credits shall not be available for use by Buyer until NST has received full payment of the Purchase Price. No payment shall be considered to have been made until the payment clears NST's bank account.

8. Early Termination by Buyer. Buyer may terminate this Agreement (but will forfeit all deposits) only by delivering written notice of termination to NST prior to issuance of the Permit Modification.

9. Termination and Remedies. It shall be considered a monetary default if Buyer fails to make any required payments within the time periods required herein and such failure to pay continues for a period of fifteen (15) days following receipt of a notice from NST of the failure to pay. It shall be considered a non-monetary default if Buyer fails to perform any non-monetary covenant herein and such default continues for thirty (30) days' following written notice of the non-monetary default to Buyer from NST. In the event of Buyer's failure to cure a default within the cure period set forth herein, NST shall be entitled to terminate this Agreement and retain 25% of deposits and refund remaining amount to the Buyer, and retain all Credits reserved, purchased, or allocated on Buyer's behalf. If NST defaults, Buyer's sole remedy shall be to terminate this Agreement and obtain a refund of the Purchase Price paid to NST. The Parties agree and acknowledge that the regulatory and proprietary entities have exclusive jurisdiction to enforce NST's compliance with the terms and conditions of the authorizations for the Credits, and Buyer shall not have any rights or obligations to enforce or control any of NST's regulatory or proprietary responsibilities. Buyer agrees it shall not be entitled to sue NST, and hereby covenants not to sue NST, to enforce compliance with the terms or conditions of any permit or other authorization pertaining to the Credits.

10. Representations. NST represents that it is authorized to sell the Credits. NST shall be responsible for the development, regulatory approvals, and long-term management of the Credits. Buyer shall have no rights or obligations to perform any of the responsibilities of NST regarding the development or management of the Credits.

11. Credit Purchase Conditioned on Agency Approval. The sale of the Credits under this Agreement is conditioned upon NST obtaining the necessary regulatory and proprietary approvals of each applicable entity for the use of the Credits for the Project. If, in NST's determination, it will be unable to obtain the

necessary approvals, then Buyer shall receive a full refund of the Purchase Price (less deposits if NST's inability to obtain approvals is due to Buyer's failure to obtain approvals or cancelation of the Project) and NST shall retain all rights to the Credits. The amount and type of the Credits set forth in paragraph 2 of this Agreement is based upon information provided to NST by Buyer or its representatives and may change during the agency approval process. Any change in pricing shall be subject to Buyer's approval, which approval may be withheld in Buyer's sole discretion. If an approving agency requires a change in the Credits needed for the Project, the Parties shall work in good faith to amend this Agreement to reflect the change. In the event the Parties are unable to agree following a change in price or Credits as set forth in this Section 11, either Party may terminate upon written notice to the other party. Upon such termination, Buyer shall be entitled to a full refund of the Purchase Price and Deposit.

12. Notices. Any notices required or permitted hereunder shall be sufficiently given if delivered by overnight courier requiring a delivery signature or by United States certified mail, return receipt requested, to the Parties as follows:

*If to NST:*
National Stormwater Trust, Inc.
Attn.: General Counsel
2282 Killearn Center Boulevard
Tallahassee, Florida 32309

*If to Buyer:*
Tampa Hillsborough Expressway Authority
Attn: Manuel Flores
1104 East Twiggs Street, Suite 300
Tampa, Florida 33602

Any notice given by overnight courier shall be effective as of the date of delivery, and any notice given by United States certified mail, return receipt requested, shall be effective as of the fifth business day following its official postmark date, regardless of whether the envelop or package is signed for by the intended recipient.

13. Amendments. This Agreement may be amended only by a written document stating the specifics of the amendment and executed by duly authorized representatives of NST and Buyer.

14. Applicable Law, Venue, and WAIVER OF JURY TRIAL. NST and Buyer shall be contractually bound to this Agreement, which shall be governed solely by the laws of the state of Florida. Venue for all disputes pertaining to this Agreement shall be in federal or state court in Leon County, Florida. Changes in federal, state, or local laws or regulations that might have otherwise impacted this Agreement shall not be enforced retroactively after execution of this Agreement. Each Party shall be held harmless for damages sustained by the other Party as a result of changes in federal, state, or local laws or regulations pertaining to this transaction or changes in the interpretation or enforcement of said laws or regulations. WAIVER OF JURY TRIAL: **Buyer and NST hereby agree that each knowingly, voluntarily, and intentionally waives the right to a trial by jury with respect to any litigation, claim, or cause of action based on, or arising out of, under, or in connection with this Agreement or any document contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statement (whether oral or written), or action of the other Party**.

15. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of NST and Buyer. Neither Party may assign any interest hereunder without the prior written approval of the other Party and compliance with Section 6 above.

16. No Third-Party Beneficiaries. This Agreement does not confer any benefits to persons or entities who are not either Parties or successors or permitted assigns of the Parties.

17. Confidentiality and Public Records Laws. The terms of this Agreement are confidential and may not be disclosed to third parties except as otherwise required by public records laws, court order, subpoena, or with the written permission of NST and Buyer. Buyer acknowledges that, due to NST's contractual relationships with various governments, information disclosed or communicated to NST may be subject to disclosure under applicable state or federal public records laws or regulations.

18. Recording. NST reserves the right to record this Agreement (without pricing information), a summary or memorandum of this Agreement, or the Credit Allocation Certificate in the public records of the county in which the Credits or Project is located. If recorded, NST shall promptly provide Buyer with a copy of the recorded document.

19. Entire Agreement. All content, terms, and conditions of, and exhibits incorporated into, this Agreement and all executed and issued Certificates shall constitute the sole and entire agreement between the Parties with respect to the subject matter hereof. This Agreement and any executed or issued Certificates may be amended, modified, or altered only by the written agreement of the Parties. The Parties acknowledge and agree that this may be a long-term agreement and, as such, NST may request certain revisions to this Agreement to accommodate or comply with future permit, regulatory, risk management, or landowner requirements. If such written requests are made by NST to Buyer, Buyer agrees to promptly review and act upon the requests, and any approval by Buyer of the requests shall not be unreasonably withheld. This Agreement and all executed and issued Certificates supersede all oral and written agreements and understandings relating to the subject matter hereof and contain the entire agreement of the Parties relating to the subject matter thereof, including without limitation any terms or conditions of purchase orders that may be issued to NST by Buyer. This Agreement may be executed in counterparts, each of which shall be deemed an original and shall be binding and enforceable.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first above written.

| SELLER: | BUYER: |
|---|---|
| NATIONAL STORMWATER TRUST, INC. | TAMPA HILLSBOROUGH EXPRESSWAY AUTHORITY |
| Sign: _______________________________ | Sign: _______________________________ |
| Name: ____________________________ | Name: _______________________________ |
| Its: ________________________________ | Its: _________________________________ |
| Date: ______________________________ | Date: _______________________________ |

17220 Camelot Court
Land O'Lakes, FL 34638
866.662.6273
Corporate@QCAusa.com
QCAusa.com

# DRAFT Scope of Services and Fee Proposal

**Project Name: US 301 Enhanced Community Engagement** **Contract: O-0825B**

**Prepared by: Quest Corporation of America** **Date: July 24, 2026**

**SERVICES:** Quest Corporation of America, Inc., (Quest) is pleased to present this scope and fee to develop and execute an enhanced community engagement program for the Tampa Hillsborough Expressway Authority's (THEA) US 301 Study. Our team is dedicated to working closely with the authority and study consultants to deliver quality outreach campaigns to build stakeholder trust within the community and surrounding areas.

The purpose of this task is to educate, engage, gather feedback, and increase stakeholder and community awareness of THEA's US 301 Proposed Project. It also serves to promote awareness of THEA's critical role in the region's transportation system.

The scope is a general guide and is not intended to be a complete list of all work and services. It includes tasks to support expanded community engagement to complement the US 301 Study and bring awareness of the project, while demonstrating THEA's commitment to the community.

This scope and fee estimate encompasses the following services to be provided by Quest:

| **Scope of Services – US 301** |
|---|
| • Develop and maintain content – website, photos, media, key messages |
| **Community Outreach Plan and Branding**<br>• Develop community outreach strategies and schedules<br>• Elevate the corridor branding and brand awareness<br>• Ensure plan targets various community sectors and demographics with distinctive approaches and messaging |
| **Website Content Development and Updates**<br>• Develop messaging content for website |
| **Stakeholders Database**<br>• Research, develop, and maintain stakeholder's database – includes homeowners associations, neighborhoods, large employers, civic groups, non-profits, faith-based organizations, and other identified entities. |
| **Creative Design**<br>*Creative Concepts and Development*<br>• Refresh US 301 logo and branding |

- Graphic design for collateral materials including fact sheets, presentations, newsletters, display boards, posters, maps and other items

**Community Events – In-Person - Outside of study area**

- Research, identify and coordinate community event opportunities with neighborhoods and business organizations beyond the study area.  (Example FishHawk, Ruskin, Riverview, Sun City)
- Planning, coordination, staffing - in-person attendance

**Presentation and Slide Development**

*Create and develop slides and graphics for neighborhood and informal community meetings:*

- Develop PowerPoint presentations – tailor as needed
- Review, edits, revisions, develop talking points, graphics

**Community Engagement Materials Distribution - Outreach**

*Distribute information collateral materials:*

- Development and distribution – using created database
- Canvassing and email materials to neighborhoods, stakeholders beyond the study limits, and large employers

**Social Media – Traditional Meida - Development and Implementation**

- Strategy development
- Create distinct social media handle and identity
- Identify platforms, launch, and report results
- Graphics, content
- Targeted social media for neighborhoods and regions - geofencing

**Engagement Presentations/Interactions – Beyond Study Limits**
**Stakeholder, Neighborhood Associations, Community, Large Employers, Faith-Based Organizations**

- Research, scheduling, coordination, presentations
- Coordination to schedule one-on-one meetings with large businesses, Chamber Board, etc.

**Project Management**

- Client coordination including bi-weekly progress meetings – preparations, attendance, updates
- Manage tasks and schedules on Monday.com, providing client access for reviews and tracking
- Quality Control

**Coordination with US 301 Study Team**

- Oversee all collateral materials from the US 301 Study to ensure clear and consistent messaging that is easily understood by the public.
- Review public meeting/hearing exhibits, graphics and notifications

Support staffing for public meetings and hearings

## Fee and Schedule (maximum limiting amount):

- The following includes services from September 1, 2026, to June 30, 2027.
- The total level of effort is estimated to average hours over the duration of the project, although the distribution of hours may vary from period to period.

| **Average 15 hours per week** | Rate | Average Weekly Hours | Total Weekly Estimated Fee | One Year Fee Estimate (x 43 wks) |
|---|---|---|---|---|
| Sr. Communications Specialist | $180.51 | 10 | $1444.08 | $62,095.44 |
| Communications Specialist | $117.99 | 4 | $589.95 | $23,367.85 |
| Graphics/IT | $ 114.67 | 1 | $229.34 | $9,861.62 |
| Total | | 15 | $2263.29 | $95,324.91 |

645

**SIGNATURES CONFIRM ACCEPTANCE OF PROPOSAL:**

| Tampa Hillsborough Expressway Authority | Quest Corporation of America, Inc. |
|---|---|
| | Cynthia Palmer |
| Signature | Signature |
| | Cynthia Palmer |
| Name | Name |
| Date | Date |

**Tampa Hillsborough Expressway Authority**
**US 301 Expanded Community Outreach Estimated Hours**
7/24/2026

| Quest | | | | |
|---|---|---|---|---|
| **Task** | **# of Units** | **Hours / Unit** | **Hours** | **Comments** |
| | | | | |
| **Planning, Research, Preparation** | | | | |
| Community Outreach Plan - Development | 1 | 15 | 15 | *Develop Community Outreach Plan, review, edits, updates* |
| Website Content Development and updates | 1 | 20 | 20 | *Develop messaging content for database* |
| Stakeholder database - data collection | 1 | 40 | 40 | *Database - research, development, updates - includes homeowners associations, neighborhoods, large employers, civic groups, non-profits, faith-based organizations, and other identified entities.* |
| Creative Design - graphics/content, Logo refresh, social posts, flyers, and other materials. | 1 | 80 | 80 | *Content development, graphics. Includes but is not limited to logo refresh, flyers, booklets, maps, posters, FAQ, banners, signage, and presentation graphics.* |
| | | **TOTAL** | **155** | |
| | | | | |
| **Community Events/Outreach Beyond Study Limits Collateral Materials** | | | | |
| Community Outreach Events – In-Person | 5 | 15 | 75 | *Research, Planning and Attendance: Research community events, identification, and coordination of in-person and virtual meetings/events; Equipment, collateral material development; staffing - equipment, set up, staff, breakdown, documentation. (Example FishHawk Crawfish, Ruskin Seafood, Sun City Market) 2 staff - 5 events x 15 = 75* |
| Presentation and Slide Development | 1 | 40 | 40 | *Create and develop: Develop PowerPoint presentations for neighborhood outreach beyond study limits; develop talking points, graphics, review, edit, and revise. Tailor to audience. 2 base presentations x 30 + 5 tailor = 35* |
| Community Engagement Distribution - Outreach | 1 | 60 | 60 | *Distribution of information: Development and distribution – using the created database; Canvassing and email materials to neighborhoods, stakeholders beyond the study limits, and large employers. 4 x10 = 40* |
| Social Media and Traditional Outreach – Development and Implementation | 1 | 40 | 40 | *Create and develop a social /traditional media outreach and a new designated social media handle. Strategy development – (Includes targeted digital ads); Identify platforms, launch, and report results; Design collateral materials - Review of materials, edits, and revisions; Graphic support; Photography, Video clips (from previously created video); Coordination withTHEA; Targeted social media development for neighborhoods and regions. Geofencing.* |
| Engagement Presentations - Beyond Study Limits: Stakeholders, Neighborhood Associations, Faith-based Organizations, Community Centers, Large Employers, Meetings/Presentations | 7 | 15 | 105 | *Research, schedule, coordination, planning, facilitation, participation, notes: Tailor meeting materials - presentation as needed. 7 meetings* |
| Event, Outreach Documentation | 9 | 5 | 45 | *Maintain community outreach database; Maintain electronic files with presentations, meeting summaries, comments, and community interactions;* |
| | | **TOTAL** | **365** | |
| | | | | |
| **Project Management - Progress Meetings** | | | | |
| Bi-weekly US 301 Expanded Outreach Meetings - With THEA | 21 | 1.5 | 32 | *Progress meetings – prep for meeting, weekly and touch points. 1.5 hours x 21= 32* |
| Project Management - Monday.com - Quality Control | 9 | 4 | 36 | *Project Management, Review, Monday.com updates and reporting, quality control* |
| | | **TOTAL** | **68** | |
| | | | | |
| **Informational Workshop - November 2026 -** Lochner/Consor Support | | | | |
| Quality Control and Messaging | 1 | 30 | 30 | *Review of materials, notifications, display boards, draft web content, support materials* |
| Progress Meetings | 9 | 1 | 9 | *Prep and attendance of Progresss Meetings* |
| Staff Briefing | 2 | 3 | 6 | *Rehearsal, final review of materials - 2 staff* |
| Attendance / Participation | 2 | 6 | 12 | *Participation and assistance - 2 staff* |
| | | **TOTAL** | **57** | |

# SCOPE OF SERVICES

### South Selmon Capacity Project – Communications Support

Client: Tampa-Hillsborough Expressway Authority (THEA)

Consultant: Playbook Public Relations

**Period of Performance: July 1, 2026 – August 31, 2026**

## Project Overview

Playbook Public Relations will provide communications and outreach support for the South Selmon Capacity Project, including communications strategy, stakeholder outreach, community relations, graphic coordination, and website update coordination with the Authority's Public Information Officer. The Senior Outreach Specialist will lead communications strategy and stakeholder coordination; the Junior Outreach Specialist will support implementation and outreach activities.

## Scope of Services

### Communications Strategy and Planning

Lead overall communications strategy for the South Selmon Capacity Project corridor, including:

- Development and maintenance of a project communications plan
- Message development and refinement for public and stakeholder audiences
- Coordination with THEA's Public Information Officer on all communications activities
- Monthly look-ahead planning and reporting

### Stakeholder Outreach and Community Relations

Provide direct stakeholder and community engagement support, including:

- Identification and mapping of key stakeholders and community groups
- Coordination of stakeholder briefings, meetings, and follow-up communications
- Development of stakeholder outreach materials including letters, fact sheets, and FAQs
- Community relations support for corridor-area residents and businesses
- Coordination of public involvement activities in compliance with applicable standards

### Graphic Coordination

Support visual communications and design coordination, including:

- Coordination of graphic design assets for project communications materials
- Review and quality assurance of design deliverables
- Development of project maps, renderings, and exhibit coordination

### Website Update Coordination

Coordinate web content updates related to the South Selmon Capacity Project, including:

- Drafting and submitting web content updates to THEA's digital team
- Coordinating timely posting of project milestones, announcements, and public notices
- Reviewing project web pages for accuracy and consistency

### Public Information Officer Support

Provide direct support to THEA's Public Information Officer, including:

- Preparation of briefing materials, talking points, and executive summaries
- Rapid response support for media inquiries and community concerns
- Coordination of public meetings, open houses, and community events
- Documentation and reporting of public involvement activities

| SUMMARY FEE SHEET<br>ATTACHMENT "A" | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **PROJECT DESCRIPTION:** | South Selmon Capacity Project – Communications Support | | | | | | | | |
| **PRIME CONSULTANT:** | Playbook Public Relations | | | | | | | | |
| **PERIOD OF PERFORMANCE:** | July 1, 2026 – December 31, 2026 | | | | | | | | |
| **ACTIVITY** | **Senior Outreach Specialist** | | | **Junior Outreach Specialist** | | | **Total Hours** | **Total Cost** |
| | **Man Hours** | **Hourly Rate** | **Cost** | **Man Hours** | **Hourly Rate** | **Cost** | | |
| | | **$250** | | | **$115** | | | |
| **Communications Strategy and Planning** | 80.0 | $250 | $20,000.00 | 40.0 | $115 | $4,600.00 | **120.0** | **$24,600.00** |
| **Stakeholder Outreach and Community Relations** | 246.5 | $250 | $61,625.00 | 288.0 | $115 | $33,120.00 | **534.5** | **$94,745.00** |
| **Graphic Coordination** | 52.0 | $250 | $13,000.00 | 60.0 | $115 | $6,900.00 | **112.0** | **$19,900.00** |
| **Website Update Coordination** | 20.0 | $250 | $5,000.00 | 50.0 | $115 | $5,750.00 | **70.0** | **$10,750.00** |
| **Public Information Officer Support** | 121.5 | $250 | $30,375.00 | 82.0 | $115 | $9,430.00 | **203.5** | **$39,805.00** |
| **TOTAL MAN HOURS & SALARY COST** | **520.0** | **$250** | **$130,000.00** | **520.0** | **$115** | **$59,800.00** | **1,040.0** | **$189,800.00** |
| Basic Activities – Total Labor Cost | | | | | | | | $189,800.00 |
| Pass-Through Costs (Printing, etc.) | | | | | | | | |
| **SUBTOTAL** | | | | | | | | **$189,800.00** |
| **TOTAL TASK ORDER VALUE – JULY 1 – DECEMBER 31, 2026** | | | | | | | | **$189,800.00** |

## EXHIBIT A-1

| | | | |
|---|---|---|---|
| | | Consult. Name | Rummel, Klepper & Kahl, LLP |
| Name of Project: | Stormwater Management Facilities Rehabilitation | Description: | Stormwater Management Facilities Rehabilitation |
| CSA: | | Date: | 8/7/2026 |
| | | Estimator: | L. Lorello |

| Staff Classification/Hourly Billing Rate | SH By | Chief Engineer 1 | Designer | Engineer 1 | Engineer 2 | Engineering Intern | Environmental Specialist | Senior Engineer 1 | Senior Environmetal Specialist | Salary Cost By |
|---|---|---|---|---|---|---|---|---|---|---|
| **Task Description** | **Activity** | $344.21 | $135.24 | $160.04 | $209.30 | $119.00 | $98.71 | $279.25 | $126.82 | **Activity** |
| **1. Project Management and Coordination** | 36 | 0 | 0 | 0 | 0 | 0 | 0 | 36 | 0 | $10,053.00 |
| **2 Field Reviews and Site Investigations** | 64 | 0 | 0 | 0 | 32 | 0 | 32 | 0 | 0 | $9,856.32 |
| **3. Reference Document Compilation** | 42 | 0 | 0 | 16 | 0 | 0 | 16 | 10 | 0 | $6,932.50 |
| **4. Per-Pond Scope Definition and Plan Markups** | 98 | 0 | 0 | 17 | 18 | 23 | 20 | 20 | 0 | $16,784.28 |
| **5. Engineer's Opinion of Probable Cost** | 65 | 0 | 0 | 17 | 20 | 28 | 0 | 0 | 0 | $10,238.68 |
| **6. Techincal Specifications Package** | 32 | 0 | 0 | 10 | 10 | 0 | 0 | 12 | 0 | $7,044.40 |
| **7. Verification of As-built Requirements** | 64 | 0 | 0 | 20 | 20 | 0 | 0 | 24 | 0 | $14,088.80 |
| **Total Staff Hours** | 401 | 0 | 0 | 80 | 100 | 51 | 68 | 102 | 0 | |
| **Total Staff Cost** | | $0.00 | $0.00 | $12,803.20 | $20,930.00 | $6,069.00 | $6,712.28 | $28,483.50 | $0.00 | **$74,997.98** |

$74,997.98

| | |
|---|---|
| STANDARD SERVICES COST: | $74,997.98 |
| EXPENSES : | $0.00 |
| **GRAND TOTAL ESTIMATED FEE:** | **$74,997.98** |

**Quote Checklist:**

Procurement/Contract

Date Submitted to Procurement: 8/12/2026

Description of Service: Purchase of 2027 Ford F150

Project Manager: Sally Fisher

Requestor: Greg Deese

New or Annual Service: New

Due Date: 9/1/2026

_Y_Scope of Services received from Requestor

**For IT Software/Hardware Quotes Only**:

__*Pulled Valued Added Resellers from DMS 1st*

*Software:https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/alternate_contract_source/software_value_added_reseller_svar*

*Hardware:https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/alternate_contract_source/computer_equipment_peripherals_and_related_services*

__*Contacted (email &/or call) vendors to see who provided "Unboxing" services; List all vendors contacted below.*

| Vendor: | Date Contacted: | Point of Contact: | **Provided "Unboxing": Y or N* | Follow Up: | Dollar Amount: |
|---|---|---|---|---|---|
| Bozard Ford | 8/3/2026 | Patrick Robertson | | Quote Provided | $60,781.09 |
| Duval Ford | 8/4/2026 | Jared Davis | | Quote Provided | $63,156.81 |
| Gator Ford | 7/23/2026 | Michael Nichols | | Quote Provided | $64,197.00 |
| Myers Auto Group | 8/3/2026 | Jake Obert | | Quote Provided | $62,350.00 |
| | | | | | $ |

- **If the state contracts do not do the unboxing Toni is to reach out to Infotect for a quote 1st; prior to contacting other vendors Toni is to get with Shari to determine the next VARs to contact for a quote.**

_Packages to Requestor/PM for review Date: _

_Final Package Received from Requestor Date:

Myers Auto Group

Selected Vendor:

__ Justification Memo Attached

_X_ Detailed Quote/Fee Breakdown Attached

X ____________________

Project Manager:

Notes:

Selected vendor is closer & provided more value than the low bid.

**Quote Checklist:**

Procurement/Contract

Date Submitted to Procurement: 8/12/2026

Description of Service: Purchase of 2027 Ford F250

Project Manager: Sally Fisher

Requestor: Greg Deese

New or Annual Service: New

Due Date: 9/1/2026

_Y_Scope of Services received from Requestor

**For IT Software/Hardware Quotes Only*:*

*__Pulled Valued Added Resellers from DMS 1st*

*Software:https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/alternate_contract_source/software_value_added_reseller_svar*

*Hardware:https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/alternate_contract_source/computer_equipment_peripherals_and_related_services*

*__Contacted (email &/or call) vendors to see who provided "Unboxing" services; List all vendors contacted below.*

| Vendor: | Date Contacted: | Point of Contact: | **Provided "Unboxing": Y or N* | Follow Up: | Dollar Amount: |
|---|---|---|---|---|---|
| Alan Jay | 8/7/2026 | Ashlee Wilson | | Quote Provided | $70,749.78 |
| Gator Ford | 8/6/2026 | Michael Nichols | | Quoted 2026 | $75,147.64 |
| Myers Auto Group | 8/3/2026 | Jake Obert | | Quote Provided | $69,627.75 |
| | | | | | |
| | | | | | $ |

- **If the state contracts do not do the unboxing Toni is to reach out to Infotect for a quote 1st; prior to contacting other vendors Toni is to get with Shari to determine the next VARs to contact for a quote.**

__Packages to Requestor/PM for review Date: _

__Final Package Received from Requestor Date:

Alan Jay

Selected Vendor:

__ Justification Memo Attached

_X_ Detailed Quote/Fee Breakdown Attached

X ______________________

Project Manager:

Notes:

Selected vendor due to low bid

not providing crew cab

| THEA NEOLOGY TESTING WITH CONDUENT | | | | |
|---|---|---|---|---|
| Description | Contract Position | Contract Rates | Hours | Sub Totals |
| **Sandbox Connectivity—testing and production will occur concurrently with the existing Transcore test and production connectivities.** | Software Programmer 1 | $ 142.91 | 100 | $ 14,291.00 |
| **Internal Testing (establish baseline)** | Software Programmer 1 | $ 142.91 | 4 | $ 571.64 |
| **External Testing - Support during Dry Run and FAT** | | $ 142.91 | | |
| External Interface Test | Software Programmer 1 | $ 142.91 | 180 | $ 25,723.80 |
| FAT | Software Programmer 1 | $ 142.91 | 80 | $ 11,432.80 |
| UAT | Software Programmer 1 | $ 142.91 | 90 | $ 12,861.90 |
| **Support during ORT and UAT** | | | | |
| **Project Mgmt** | Project Manager | $ 212.15 | 80 | $ 16,972.00 |
| Deployment and Hypercare | Software Programmer 1 | $ 142.91 | 200 | $ 28,582.00 |
| TOTALS | | | 734 | **$ 110,435.14** |

| CRN: 203 | | 8/3/2026 | | | |
|---|---|---|---|---|---|
| **Deployment Plan Project Phase Description** | | **Conduent Activity Summary** | | | |
| **Pre-Configuration**<br>Define coordination cadence, confirm current FTE–CCSS ICD version, and ensure test environment readiness for EIT, FAT, and ORT/UAT (including whitelisting, | | | | | |
| **Task ID** | | **Pre-configuration CCSS Activities** | SME | SE | QA |
| 0.1 | Environment readiness: Confirm CCSS sandbox availability, | One new VM - UFM/Realtime Updates/POSI | 4 | 4 | |
| 0.2 | ICD alignment: Participate in various design-related meetings with THEA and their OBOS Contractor to validate the current FTE–CCSS ICD version and any updates affecting POSI lists, UFM messages, inbound/outbound amendments (including fare adjustments), Get Demographics, and Get Image. | 6 months, 4 hours a week | 96 | | |
| 0.3 | Schedule and cadence: THEA and FTE to coordinate and conduct various touchpoint/check-in meetings to provide FTE updates on the THEA OBOS Project, align/gain concurrence on EIT, FAT, and ORT/UAT test window dates, coordinate OBOS go-live and transition steps and dates, and confirm pre test coordination 2–3 months ahead of each formal testing cycle. | PM hours | 80 | | |
| 0.4 | Test data preparation: Coordinate handling of simulated data, negative testing scenarios, and any required test rate table configuration within CCSS environments. | included in 4.1 - 4.3 | | | |
| 0.5 | Testing participation: Support THEA OBOS testing by participating in testing preparation meetings, reviewing test plans (where requested), participating in THEA OBOS formal testing events, as requested by THEA, to help validate THEA OBOS and CCSS data exchange interface. | included in 4.1 - 4.3 | | | |
| 0.6 | Testing Validation: Assist THEA review and validate test results. | included in 4.1 - 4.3 | | | |
| 0.7 | Transition and Go-Live Support: Support THEA OBOS go-live by participating in transition and go-live meetings, reviewing transition plans, concurring on go-live dates and supporting system validation post-go-live. | Included in 4.4 | | | |
| | | | | | |
| **Phase 1 - Execute EIT, FAT, and ORT/UAT according to schedule, including validation of POSI List and UFM exchanges, inbound/outbound amendments, Get Demographics, Get Image, and end to end financial/reporting functions. Includes daily reconciliation during FAT and preparation for production cutover and verification activities.** | | | | | |
| **Task ID** | | **Phase 1 CCSS Activities** | | | |
| 4.1 | External Interface Test (EIT): Validate simulated data exchanges, including success/failure scenarios for UFM messages, amendments (including fare adjustments), Get Demographics, and Get Image. | "- Review Test Plan and Test Report<br>- Verify accepted and rejected transmission and data content of the following:<br>• UFM messages<br>• Inbound Amendments<br>• Outbound Amendments including fare adjustments<br>• Get Demographics<br>• Get Image<br>• Transaction recalls<br>• POSI file exchange<br>• Reconciliations" | 0 | 20 | 160 |
| 4.2 | Factory Acceptance Test (FAT): End to end OBOS + CCSS functional validation with daily joint reconciliation between OBOS and CCSS data. | "- Review Test Plan and Test Report<br>- Testing of all data in ICDs<br>- Transactions with different transaction types including:<br>• Valid Florida ETC<br>• Valid Florida ITOL<br>• Florida Invoiced<br>• Valid Interoperable Agency ETC<br>• Valid Interoperable Agency IBT<br>• Invalid Interoperable Agency ETC<br>• Invalid Interoperable Agency IBT<br>• Invalid ETC<br>• Converted ETC to IBT<br>• Delayed Transactions due to communications failure" | 10 | 10 | 60 |
| 4.3 | ORT/UAT readiness and execution: Validate system readiness using the CCSS sandbox, confirm report accuracy and data integrity, and finalize go live criteria. | "- Review Test Plan and Test Report<br>- Part 1: Controlled Scenario Testing and End-to-End Validation:<br>• Test Account Setup in the test CCSS<br>• End-to-End Processing utilizing the test environments of the CCSS, Collections, and FLHSMV external entities<br>• Functional Verification (Parallel Test - Focused): Data from TOBS and test OBOS will be compared including, but not limited to, end-to-end Transaction processing, Dashboards, and reports<br><br>- Part 2: High-Volume Parallel Testing and Statistical Analysis<br>• The test will utilize all Transactions generated by TOBS for an agreed-upon period<br>• Include provisions for Ad-Hoc testing under the direction of THEA<br>• It will compare overall transaction volume and selected actual Transactions processed by TOBS against those processed by the test OBOS and its test interfaces<br>• The verification will be a statistical analysis, acknowledging that an exact match in all cases is not expected" | 0 | 10 | 80 |
| 4.4 | Cutover support during Go Live and hypercare period | Daily checks to confirm processes and activities are completed successfully. If not, investigation and resolution | 0 | 80 | 120 |
| | | Total | 190 | 124 | 420 |

**734**

DESCRIPTION OF TASKS FROM THEA NEOLOGY

| Description | High-Level Use Cases | Expectation of CCSS |
|---|---|---|
| Attendance in regular check-in meetings during OBOS implementation | Preparation, attendance and follow up of Action Items | Attend bi-weekly meetings with weekly meetings as needed prior to formal tests |

# TOLL COLLECTION AND PAYMENT PROCESSING AGREEMENT

THIS TOLL COLLECTION AND PAYMENT PROCESSING AGREEMENT (this "Agreement") is made and entered into by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA TURNPIKE ENTERPRISE, an executive agency of the State of Florida (the "Department") and the TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY, an agency of the State of Florida ("THEA"), created under and operating pursuant to Part II of Chapter 348, Florida Statutes (the "Act"). The Department and THEA may be referred to individually as a "Party" and collectively as the "Parties".

## RECITALS:

A. Section 338.161(5), Florida Statutes, authorizes the Department to enter into agreements with public or private entities for the use of the Department's electronic toll collection and video billing systems to collect the entity's tolls due in connection with the use of the entity's transportation facilities that become interoperable with the Department.

B. The Department operates an electronic tolling collection system, an innovative technology enabling the cashless collection of tolls through the usage of transponders or license plate readers.

C. SunPass® is the Department's electronic prepaid toll collection program through which payment of toll transactions and other amounts due by a customer are deducted from the customer's account using a transponder ("SunPass").

D. TOLL-BY-PLATE® is the Department's image-based video billing system that uses photographic images of a vehicle's license plate to identify the customer responsible for toll payment ("TBP").

E. THEA operates certain transportation facilities within the geographic areas for which it is responsible under the Act (each a "THEA Facility" and collectively, the "THEA Facilities") which currently utilize SunPass and TBP technologies and systems as part of the THEA Facilities Electronic Toll Collection System. "THEA Facilities Electronic Toll Collection System" includes equipment, software, applicable processing mechanisms, and communications operated by THEA.

F. The Centralized Customer Service System Master Agreement dated April 19, 2016 (the "Master Agreement") currently governs the administration of electronic toll collections on the THEA Facilities between the Parties.

G. The Parties desire to continue utilizing these SunPass and TBP technologies and systems as part of the THEA Electronic Toll Collection System on the THEA Facilities, in accordance with the provisions of this Agreement (the "Program").

H. The Department has determined that the Program will add convenience and other value to the Department's customers.

I. THEA desires to utilize the Department to provide toll transaction processing, invoicing, payment processing, account management, customer services, and to engage in certain toll enforcement matters on behalf of THEA.

J. The purpose of this Agreement is to provide detailed roles, responsibilities, business rules, specifications, and other terms and provisions as set forth herein.

**AGREEMENT**

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

1. **Recitals.** The above Recitals are true and correct and are incorporated by reference herein.

2. **Effective Date.** The effective date of this Agreement shall be the date upon which this Agreement is executed by the last Party to sign as indicated by the date stated under that Party's signature block ("Effective Date").

3. **Term.** The initial term of this Agreement shall commence upon the Effective Date and shall continue for a period of five (5) years (the "Initial Term"). Thereafter, this Agreement shall be renewed automatically for additional one (1) year terms (each such successive term being called a "Renewal Term"), unless the Agreement is terminated in accordance with the terms and conditions of this Agreement. The Initial Term and any Renewal Terms are collectively referred to as the "Term".

4. **Toll Transaction Processing and Master Agreement.** Except as otherwise set forth herein, The Department shall process toll transactions for the THEA Facilities in accordance with the provisions of this Agreement.

   The Parties acknowledge that toll transactions for THEA Facilities with transaction dates prior to July 1, 2026 will continue to be governed by the Master Agreement.

5. **Roles and Responsibilities of THEA.**

a. THEA will be responsible for submitting and receiving tolling and toll transaction data in real time with the Department in accordance with CCSS - Away Agency Interface Control Document - Appendix A V 6.19, which is incorporated by reference into this Agreement and which may be amended from time to time by the Department at its discretion (the "System Interface").

b. It is the responsibility of THEA to separately contract, at its sole expense, for all design, purchase, installation, operation, tuning, elimination of frequency interference, maintenance, and replacement as needed for Department-compatible roadside, lane and/or plaza tolling equipment, software and communications having sufficient bandwidth to properly operate the System Interface at the THEA Facilities and to transmit toll transaction data as a uniform financial message ("UFM") specified by the Department. THEA's responsibilities under this subparagraph shall continue for as long as this Agreement remains in effect.

c. THEA shall be solely responsible for the accuracy of all data transmitted to the Department, including, but not limited to: vehicle license plate information and images, transponder information, vehicle axle count, equipment status, and toll rate information.

d. THEA shall be solely responsible for all costs associated with upgrades or replacement of THEA's communications infrastructure and sufficient bandwidth required to transmit toll transaction data to the Department at all times.

e. THEA shall be solely responsible for providing and paying for any legal services THEA desires to use in connection with any matter that may arise during the Term, including, but not limited to, legal representation during traffic court proceedings. The Department will not be required to provide any legal support or representation regarding the toll collection or enforcement services Department provides to or on behalf of THEA pursuant to the terms of this Agreement.

f. THEA shall be solely responsible for all costs associated with modifying or adding THEA signage for the Program.

g. THEA shall be responsible for payment of all "Payment Processing Fees" calculated as described in subparagraph 7.a. of this Agreement.

h. THEA shall be responsible for payment of all "Payment Processing Chargebacks" calculated as described in subparagraph 7.b. of this Agreement.

i. THEA shall be responsible for payment of all "Department Transaction Fees" for THEA Facility transactions as described in subparagraph 7.c. of this Agreement.

j. THEA shall be responsible for payment of all costs that arise from any custom request from THEA, such as enabling local discount programs or other initiatives undertaken by THEA, that have an impact to the Program or the System Interface.

k. THEA shall, at its sole expense, properly train or cause to be trained its personnel in the proper administration and education of the Program procedures and timely reporting of any and all problems therewith.

l. If determined necessary by the Department prior to the Effective Date, and as required by the Department thereafter, THEA shall allow Department representatives to test the THEA Facilities Electronic Toll Collection System and the System Interface to confirm the systems are properly operating and conform to the Department's standards as set forth in the Department's System Interface. At a minimum, testing may confirm THEA Facilities Electronic Toll Collection System's ability to:

  i. Properly read and transmit data to and from transponders;
  ii. Provide accurate vehicle axle and toll rate information;
  iii. Create, store, and transmit vehicle license plate information and associated images; and
  iv. Create and transmit toll transaction data in a correct and Department-compatible format.

Any Department testing shall not transfer to the Department any of THEA's responsibilities identified in subparagraph 5.b. above.

m. THEA will be responsible for determining the toll amount to be charged to customers using the THEA Facilities. THEA will inform the Department in writing of any changes in the toll amounts to be charged and the date the rates are to become effective no less than thirty (30) calendar days before the new toll amounts are to be in effect.

n. THEA shall, upon the Department's request, furnish all information and assistance reasonably necessary to facilitate any audit, review, or compliance requirement of the Department.

o. THEA will be solely responsible for all costs associated with its promotion of SunPass® in Hillsborough County in accordance with Section 11 below.

6. **Roles and Responsibilities of the Department.**

a. Following the Effective Date, the Department will utilize its business rules, technical processes, and administrative procedures (collectively, the "Business Rules") to process toll transactions received from THEA. The Department's Business Rules may be modified, deleted or new rules adopted by the Department from time to time, at the Department's sole discretion. New Business Rules and changes to existing Business Rules and deletions of Business Rules will be effective immediately upon adoption by the Department. To the extent possible, notice will be provided for any changes to the Business Rules (i.e., additions, deletions and modifications) prior to the rule taking effect. Tolls will be processed in the order received by the Department's account management systems.

b. The Department will determine customer affiliation for the THEA Facilities transaction data received in the following order:

i. If the transaction is identified and associated with a valid Department SunPass account having a sufficient balance to satisfy the transaction amount, the Department will deduct the appropriate toll amount from the customer's account and remit this amount to THEA.

ii. If the transaction is identified and associated with a SunPass interoperable agency customer account, the Department will submit the transaction to the SunPass interoperable agency for payment. The Department will remit the toll amount to THEA only after payment is received from the SunPass interoperable agency.

iii. If the transaction is identified and associated with a rental agency service provider (RSP) or intermediary service provider (ISP) having an agreement with the Department, the Department will submit the transaction to the ISP or RSP in accordance with the Department's agreement with same. The Department will remit the toll amount to THEA only after payment is received from the ISP or RSP.

iv. If the Department is unsuccessful in obtaining payment pursuant to i, ii, or iii above, the Department will attempt to collect payment through its TBP program. The Department will remit the toll amount to THEA only after payment is received from the customer.

v. If the Department believes that a THEA Facility transaction cannot be invoiced or otherwise collected using the vehicle license plate information or image received from THEA, the Department will notify THEA as to the reason the transaction cannot be invoiced or otherwise collected, and THEA shall not receive any payment for the transaction. The Department will provide THEA with the proposed frequency by which notifications of this type will be provided.

vi. If a SunPass transaction remains unpaid beyond the time period routinely allowed for payment, the Department may, at its sole discretion, initiate collection activities in accordance with the Department Business Rules. If such action by the Department results in subsequent collection of unpaid SunPass toll transactions, the Department will remit to THEA only the toll amount collected. The Department will retain all fines and any fees paid by the customer.

vii. If a TBP transaction remains unpaid beyond the time period routinely allowed for payment, the Department will return the transaction to THEA in accordance with the Department Business Rules. The Department will support THEA's collection activities by providing the customer name, address and other information in accordance with the Department Business Rules.

c. THEA authorizes the Department and its employees, contractors, consultants, and representatives, on behalf of THEA, to utilize all means available under applicable laws to collect THEA Facilities toll revenue, including, without limitation, issuing notices and invoices.

d. The Department shall be responsible only for exercising reasonable efforts to process THEA's toll transactions in accordance with the provisions of this Agreement. Under no circumstances shall the Department be liable to THEA for any loss of revenue, profits, transaction data, or any claims, suits, judgment, expenses, or any loss of goodwill or customers that may be incurred by THEA resulting from or in connection with this Agreement or the actions or inactions of the Department in performance of its responsibilities pursuant to this Agreement. THEA will be responsible for paying any judgment or settlement resulting from a claim against the Department based on one or more erroneous or unlawful toll amounts transmitted by THEA to the Department for processing. The Department shall provide THEA notice of any legal matter, claim, allegation or any other matter that potentially may result in a judgment or settlement against the Department pursuant to this Agreement. Said notice shall be provided herein within fifteen (15) calendar days of receipt. The Parties agree that THEA shall have thirty (30) calendar days from receipt to decide to defend the matter. The decision to defend shall be provided to the Department in writing. Providing notice to THEA and allowing THEA to opt to defend the claim or allegation shall not relieve THEA of the obligations to the Department provided herein.

e. The Department may promote SunPass® in Hillsborough County. The Department will not be obligated to participate in sharing any promotional costs which are not agreed upon by the Parties in writing prior to incurrence of the promotional cost.

f. This Agreement does not confer any exclusive rights to THEA with respect to the Program, and does not restrict in any way the Department's right in its sole discretion to enter into agreements with other entities, both public and private, to offer the same or similar rights and services.

p. The Department shall, upon THEA's request, furnish all information and assistance reasonably necessary to facilitate any audit, review, or compliance requirement of THEA.

7. **<u>Financial Provisions.</u>** THEA shall receive payment for THEA Facilities toll transactions received by the Department only after payment is received by the Department for same; unpaid tolls are not the liability of the Department.

Payment of funds collected from customer accounts for THEA Facility toll transactions as stated in the System Interface will be accomplished by electronic fund transfer between banking institutions. Weekly wires will be based on THEA Facilities toll transactions that were successfully processed against customer accounts between 12:00:00 AM Eastern Time ("ET") the first day of the distribution period through 11:59:59 PM ET the final day of the distribution period. The distribution period will be based upon weeks defined as follows:

| Distribution Period | Days of Month |
|---|---|
| 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 for collected THEA Facilities toll transactions will be transferred net of Payment Processing Fees, Payment Processing Chargebacks, Department Transaction Fees, and adjustments made to resolve customer disputes, as described below. The amount of both the gross toll transactions, as well as all amounts netted against gross toll transactions, shall be disclosed and reconciled between the Parties.

a. Payment Processing Fees. The Department will deduct a payment processing fee in the amount of three percent (3.0%) of the total dollar amount of collected toll transactions on THEA Facilities from the weekly wire transfer to THEA ("Payment Processing Fees"). The Department will review this fee semi-annually and may, to the extent necessary to cover actual payment processing increases, adjust this amount as it deems necessary.

b. Payment Processing Chargebacks. In the event of a payment card chargeback or Automated Clearing House (ACH) reversal, the associated toll transactions posted to the SunPass or TBP customer's account will be reversed. The amount of the reversed toll transactions for THEA Facilities will be deducted from the gross weekly wire transfer in a future distribution period ("Payment Processing Chargebacks") and documented as part of the reconciliation process between the Department and THEA.

c. Department Transaction Fees. The Department will deduct a fee of one cent ($0.01) for each toll transaction processed on THEA Facilities ("Department Transaction Fees"). These fees will be deducted in total before the Department issues the weekly wire transfer to THEA. For the purposes of this subparagraph 7.c., a toll transaction is "processed" if the toll transaction is transmitted from THEA to the Department.

   Beginning on July 1, 2028, and every five (5) years thereafter, the Department may, in its sole discretion, increase this fee by an amount not exceeding three cents ($0.03) for each toll transaction processed on THEA Facilities, upon reasonable advance written notice to THEA of any such increase. In addition, the Department may adjust the Department Transaction Fees at any time if it is determined that its costs of processing THEA's toll transaction data require adjustment as a result of changes to the consumer price index since the Effective Date or after considering any other matter relevant to the Department. Any Department Transaction Fee increase will be rounded up to the nearest quarter penny ($0.025) at the sole discretion of the Department.

d. THEA agrees that the Department may, at the Department's sole discretion, make adjustments to previously invoiced or collected amounts as a result of customer disputes, or transactions which are likely to result in customer disputes, in accordance with the Department's Business Rules. Any adjustments made for THEA Facilities transactions will be adjusted in the next weekly wire transfer and documented as part of the reconciliation process between the Department and THEA.

e. THEA shall not receive any payment or credit for any administrative fees or civil fines assessed or received by the Department in its efforts to collect THEA Facility toll revenue.

f. THEA shall be responsible for any Department costs incurred in performing work that THEA expressly directs the Department to undertake on the Program, including, but not limited to, discount program configuration, transponder purchases, and testing of new THEA systems. For any such work, the Department shall provide THEA with a detailed cost estimate in advance, and THEA must review and approve the estimate before the Department incurs any related costs. The Department shall not proceed with any THEA-directed work unless and until THEA provides written approval. Payment by THEA to the Department for approved costs will be deducted from the weekly wire transfer when incurred by the Department.

8. **<u>Department Customer Statements, Receipts, Issues and Inquiries.</u>**

a. Customer statements provided by the Department will include THEA Facilities transactions paid from Department customer accounts.

b. The Department will act as the point of contact for all Department related customer service issues and inquiries. The Department's published toll-free telephone number will be available to THEA customers for service issues and inquiries.

c. Pursuant to Section 338.155(6), Florida Statutes, certain personal identifying customer information in the possession of the Department is exempt from public disclosure under Section 119.07(1), Florida Statutes, and Article I, Section 24(a), of the Florida Constitution. Additionally, Section 316.0777, Florida Statutes, provides that images and data containing or providing personal identifying information obtained through the use of an automated license plate recognition system is confidential and exempt from public disclosure under Section 119.07(1), Florida Statutes, and Article I, Section 24(a), of the Florida Constitution. The Parties agree to implement any additional customer information safeguards identified by the Department as necessary to maintain the Department's standing and certification with Payment Card Industry standards.

9. **System Interface, Equipment and Software Changes.**

   a. THEA, at its sole expense, shall be responsible for making all necessary changes to the THEA Facilities Electronic Toll Collection System to meet and support the Department's System Interface.

   b. To the extent practicable, the Department will consult with and provide notice to THEA at least one hundred and eighty (180) calendar days prior to making any changes requiring THEA to make changes to meet or support the Department's System Interface; provided, however, this advance notice and consultation requirement shall not apply to any software, firmware, or equipment repairs, fixes, patches, releases, replacements, or processes the Department determines must be implemented within a shorter period of time in order to protect the integrity of the system or to address an identified problem that could cause errors or loss of revenue if not properly remedied. In such circumstances, the Department shall provide to THEA as much notice as is reasonably possible under the circumstances, but the Parties agree that the timely prevention or correction of problems that could result in deterioration of the system integrity, creation of errors, or the loss of revenue supersedes the requirement for notice or consultation.

10. **Joint Testing Responsibility.** THEA shall, as may be required by the Department from time to time, allow the Department to test the System Interface and functional requirements to confirm the systems conform to the Department's specifications as set forth in the System Interface. Tests will be necessary when new functionality is implemented or when significant maintenance activities take place in order to validate the interface and functional requirements.

    Such testing will be executed in accordance with agreed-upon test procedures. THEA agrees that it will not charge the Department any costs in connection with any testing required under this Agreement, and THEA will not be responsible for paying any costs incurred by the Department in connection with testing required for changes to the Department's System Interface.

11. **Use of Department Trademarks and Service Marks.** This Agreement shall constitute a limited, non-exclusive, non-assignable, non-transferable, and revocable license from the Department to THEA for THEA's display and use of the Department's SunPass® and TOLL-BY-PLATE® marks and logos (collectively, the "Department's Marks"), in the manner approved by the Department pursuant to this Agreement. This limited license is conditional on THEA seeking and receiving from the Department specific written approval

in advance of each use of the Department's Marks. THEA shall under no circumstances display, reproduce, or otherwise use any of the Department's Marks without the Department's prior written approval.

The Department retains the right to cancel this limited license at any time upon ten (10) days' prior written notice to THEA in the event THEA has breached any term of this Agreement, or the Department reasonably believes that any action or inaction of THEA may damage any of the Department's Marks. THEA agrees not to challenge or contest the Department's ownership of or rights to the Department's Marks, and agrees to promptly notify the Department of any observed or suspected infringement of the Department's Marks. In any event, this limited license shall automatically terminate and be of no further effect immediately upon expiration or termination of this Agreement for any reason.

12. **Assignment.** Except as otherwise provided herein, this Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered by THEA or the Department under any circumstances without the prior written consent of the other Party. However, the provisions of this Agreement shall run to the Department and THEA and their successors and permitted assigns. In the event of any such assignment, the assignee shall expressly assume, perform, and be bound by the duties, covenants, and obligations of the assignor contained in this Agreement. THEA acknowledges and agrees that all of the Department's responsibilities under this Agreement may be performed by one or more contractors or consultants engaged by the Department.

13. **Suspension of Tolls on THEA Facilities.** Nothing in this Agreement shall supersede any rights THEA has to suspend the collection of tolls on the THEA Facilities for any reason, including but not limited to effectuating an evacuation due to a hurricane warning, damage to or loss of power to the THEA Facilities, or detouring traffic due to road or bridge construction or closures. In the event that THEA suspends the collection of tolls on the THEA Facilities, or in the event the Governor declares a state of emergency and the Governor or the Secretary of Transportation order that the collection of tolls be suspended in the geographic area that includes the THEA Facilities, the Department shall not charge THEA any Department Transaction Fees or other fees contemplated by this Agreement for transactions that occurred during the time of such suspension. THEA agrees that the Department may suspend the collection of tolls on the THEA Facilities in any of the circumstances described above.

14. **Termination.** This Agreement may be terminated under any of the following conditions:

    a. This Agreement may be terminated for cause at any time by either Party, if the other Party breaches any material provision of this Agreement, and the Party in breach has not corrected the breach within twenty (20) calendar days following written notice from the non-breaching Party identifying the breach and asking for correction of the breach. If, however, the breach is of such a nature that it cannot be reasonably cured within such a time period, the breaching Party shall be entitled to a reasonable period of time within which to cure such breach, provided the cure is commenced immediately and is continuously implemented without interruption until the breach is fully cured. Termination of this Agreement for cause shall include, but is not limited to, negligent, intentional, or repeated submission of false or incorrect transactions, data, bills, or invoices; failure to suitably perform required obligations under this Agreement; if the Department believes that any action or inaction of THEA may damage any of the Department's Marks or any other trademarks or service marks; or multiple breaches of this Agreement which have material adverse effect on the efficient administration of the Agreement, notwithstanding whether any such breach was previously waived or cured.

b. Either Party may terminate this Agreement for convenience, without reason or cause, by providing the other Party at least ninety (90) days prior written notice. Any such notice shall state the date on which the termination of this Agreement will become effective.

c. In the event this Agreement is terminated for any reason, the Department shall:

   i. Be paid for any services performed up to the date the Agreement is terminated. Upon being notified of THEA's election to terminate, the Department will refrain from performing further services or incurring additional expense under the terms of this Agreement, unless otherwise requested in writing by THEA. Under no circumstances will THEA be required to make payment for services that have not been performed.
   ii. Deliver all collected toll transactions, net of fees as defined in this Agreement, to THEA pursuant to the terms of this Agreement.
   iii. Deliver to THEA an invoice for the unreimbursed balance of the Department's total costs and expenses incurred in connection with any open custom request from THEA and THEA shall pay to the Department the full amount of the Department's invoice within thirty (30) days following the date of the Department's invoice.

d. Notice of termination shall be provided in accordance with paragraph 15 herein below.

15. **Notices.** Whenever either Party desires to provide notice to the other Party, such notice must be sent in writing, sent by certified United States mail, postage prepaid, or by overnight courier with delivery confirmation, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the Party for whom it is intended at the place last specified. The place for giving of notice shall remain until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

**THEA:**

Jeffrey Seward
Chief Financial Officer
Tampa Hillsborough Expressway Authority
1104 E. Twiggs Street
Tampa, FL 33602

**DEPARTMENT:**

Director of Toll Operations
Florida's Turnpike Enterprise
Turkey Lake Service Plaza
Mile Post 263, Building 5315
Post Office Box 613069
Ocoee, FL 34761

With Copy to:
Florida's Turnpike Chief Counsel

Turkey Lake Service Plaza
Mile Post 263, Building 5315
Post Office Box 613069
Ocoee, FL 34761

16. **Records**. All document associated with this Agreement shall be maintained in accordance with the State of Florida Records Retention Schedule. The Department may unilaterally cancel this Agreement for refusal by THEA to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by such Party in conjunction with this Agreement, unless a valid exemption or protective court order exists.

17. **Section 339.135(6)(a), Florida Statutes.** The Department, 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 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 Department shall require a statement from the Comptroller of the Department 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 1 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 Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

18. **Governing Law and Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Any part of this Agreement determined by a court of competent jurisdiction to be invalid or unenforceable shall be severable and the remainder of this Agreement shall continue in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement. Venue for any action arising out of or in any way related to the interpretation, validity, performance, or breach of this Agreement shall lie exclusively in Leon County, Florida.

19. **Employees**. THEA warrants that it has not employed or obtained any company or person, other than bona fide employees of THEA to solicit or secure this Agreement and it has not paid or agreed to pay any company, corporation, independent contractor, consultant, individual or firm, other than a bona fide employee employed by THEA. The Department warrants that it has not employed or obtained any company or person, other than bona fide employees of the State of Florida Department of Transportation to solicit or secure this Agreement and it has not paid or agreed to pay any company, corporation, independent contractor, consultant, individual or firm, other than bona fide employee employed by the Department.

20. **Third-Party Beneficiaries.** Neither the Department nor THEA intends to directly or substantially benefit a third-party by this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Agreement and that no third-party shall be entitled to assert a claim against either Party based upon this Agreement.

21. **Acts and Omissions.** The Parties are agencies of the State of Florida as defined in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by either Party to which sovereign immunity may be applicable. Nothing herein

shall be construed as consent by a state agency to be sued by third-parties in any matter arising out of this Agreement or any other contract.

22. **Complete Agreement.** This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, agreements, or understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein. No deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in a written document prepared with the same or similar formality as this Agreement and executed and delivered by the Parties hereto.

23. **Authority to Execute.** The individuals executing this Agreement on behalf of each Party have full authority to execute this Agreement on behalf of the Party for whom they are acting herein.

[*The remainder of this page intentionally left blank*]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date described above.

**STATE OF FLORIDA**
**DEPARTMENT OF TRANSPORTATION,**
**FLORIDA'S TURNPIKE ENTERPRISE**

Signed by:
BY: Nicola Liquori
C63BC968BBD7410...
Nicola Liquori
Executive Director & Chief Executive Officer
Florida's Turnpike Enterprise

Date: 06/30/2026 | 6:34 PM EDT

Legal Review (Department)

DocuSigned by:
BY: Scott Calais
33EBF73DC4FC496...

**TAMPA-HILLSBOROUGH COUNTY**
**EXPRESSWAY AUTHORITY**

DocuSigned by:
BY: Greg Slater
F140D7F19381457...
Greg Slater
Executive Director
Tampa Hillsborough County Expressway Authority

Date: 06/30/2026 | 10:36 AM PDT

Legal Review (THEA)

DocuSigned by:
BY: Amy Letteleir
C020F94ACBDC4E4...

| | | |
|---|---|---|
| [redacted] | | |
| Sandbox interface connection to CCSS for testing purposes | • Establish connection to CCSS environment<br>• Unit Testing of UFM ICD, Full POSI ICD, and Incremental ICD to include UFM Flow, Demographics flow, Amendments, Recall and Get Image Flow | - Assist remote connection to CCSS Test Environment<br>- Automatic CCSS responses per ICD. Limited manual responses for Amendments |
| [redacted] | | |
| Support during External Interface Test (Dry Run and Formal Test) | • UFM messages (10-20) good and bad, all types<br>• Inbound Amendments (5-10) covering each message format/data element<br>• Outbound Amendments including fare adjustments (<5)<br>• Get Demographics (<5)<br>• Get Image (<5)<br>• Transaction recalls (<5)<br>• POSI file receipt<br>• POSI incremental request<br>• Recall file<br>• Reconciliations | - Review Test Plan and Test Report<br>- Prepare dataset and accounts needed for Use Cases<br>- Automatic CCSS responses per ICD. Manual account processing/trigger for different<br>- Trigger image request<br>- Trigger POSI file delivery<br>- Verify accepted and rejected transmission and data content |
| [redacted] | | |
| Support during Factory Acceptance Test (Dry Run and Formal Test) | - Full exercising of all exchanges covered by ICDs including full transaction lifecycle under different use cases and paths to payment, rejection or return to THEA<br>- Transactions with different transaction types sufficient to validate all amendments including, but not limited to:<br>• Valid Florida ETC (10-20) - different lifecycles to posting including collections<br>• Valid Florida ITOL (10-20)<br>• Florida Invoiced (20+) - simulate full lifecycle over different paths including RTOA and edge cases<br>• Valid Interoperable Agency ETC (10-20)<br>• Valid Interoperable Agency IBT (10-20)<br>• Invalid Interoperable Agency ETC (10-20)<br>• Invalid Interoperable Agency IBT (10-20)<br>• Invalid ETC (10-20)<br>• Converted ETC to IBT (5-10)<br>• Delayed Transactions due to communications failure<br>- Discount lifecycle through THEA orginated amendment<br>- Recalls<br>- POSI full and inceremental exchange<br>- THEA initiated adjustments and Corresponding CCSS amendments | - Review Test Plan and Test Report<br>- Prepare dataset and accounts needed for Use Cases<br>- Automatic CCSS responses per ICD. Manual account processing/trigger for different Amendments, image requests, returns for bad plate etc.<br>- Trigger image request<br>- Trigger POSI file delivery<br>- Setup and make available Test Accounts. Adjust test accounts to support different responses/amendments<br>- Verify accepted and rejected transmission and data content |
| [redacted] | | |
| Support during Operational Readiness Test (ORT)/User Acceptance Test (UAT) (Dry Run and Formal Test) | - Part 1: Controlled Scenario Testing and End-to-End Validation:<br>- Full exercising of all exchanges covered by ICDs including full transaction lifecycle under different use cases and paths to payment, rejection or return to THEA<br>- Transactions with different transaction types including:<br>• Valid Florida ETC (10-20)<br>• Valid Florida ITOL (10-20)<br>• Florida Invoiced (10-20)<br>• Valid Interoperable Agency ETC (10-20)<br>• Valid Interoperable Agency IBT (10-20)<br>• Invalid Interoperable Agency ETC (10-20)<br>• Invalid Interoperable Agency IBT (10-20)<br>• Invalid ETC (10-20)<br>• Converted ETC to IBT (5-10)<br>• Delayed Transactions due to communications failure<br><br>- Part 2: High-Volume Parallel Testing and Statistical Analysis<br>• The test will utilize all Transactions generated by TOBS for a 2 day period<br>• Include provisions for Ad-Hoc testing under the direction of THEA<br>• It will compare overall transaction volume and selected actual Transactions processed by TOBS against those processed by the test OBOS and its test interfaces<br>• The verification will be a statistical analysis, | - Review Test Plan and Test Report<br>- Prepare dataset and accounts needed for Use Cases<br>- Automatic CCSS responses per ICD. Manual account processing/trigger for different Amendments, image requests, returns for bad plate etc.<br>- Trigger image request<br>- Trigger POSI file delivery<br>- Setup and make available Test Accounts<br>- Verify accepted and rejected transmission and data content<br>- Simulate volume of amendments based on received UFMs |

**INTERLOCAL AGREEMENT**
**BETWEEN**

**TAX COLLECTOR FOR SANTA ROSA, FLORIDA AND**

**THE TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY, A PUBLIC BODY CORPORATE AND POLITIC CREATED AND EXISTING PURSUANT TO FLORIDA STATUTES CHAPTER 348, PART II ("THEA"),**

**ALL OF WHICH ARE PUBLIC AGENCIES AUTHORIZED TO ENTER INTO THIS AGREEMENT PURSUANT TO CHAPTER 163 PART I, FLORIDA STATUTES.**

This lnterlocal Agreement ("Agreement") for collection and remittance of Tampa-Hillsborough County Expressway Authority toll revenue and Tax Collector service charges is made and entered into as of __________________ (the "Effective Date"), by and between Stan Colie Nichols, as Santa Rosa Tax Collector ("SRTC" or "Tax Collector"), and the Tampa-Hillsborough County Expressway Authority ("THEA"), hereinafter referred to as the "Parties".

**WITNESSETH:**

**WHEREAS,** THEA is entitled to collect tolls from motor vehicles pursuant to Florida Statutes §348.54 (6), (the "Tolls"); and

**WHEREAS,** pursuant to Chapter 320, Florida Statutes, Florida County Tax Collectors are designated agents of the Department of Highway Safety and Motor Vehicles for the purpose of issuing tag renewals, tag replacements and tag transfers and collecting the fees associated with such transactions (the "Transaction" or "Transactions"); and

**WHEREAS,** the SRTC cannot complete a Transaction if the related motor vehicle has outstanding Tolls owed to THEA; and

**WHEREAS,** the SRTC and THEA have determined that it would be in the best interest of the public to allow customers to pay the Tolls associated with THEA at the Tax Collector tag agencies, so that Transactions can be completed without delay to the public; and

**WHEREAS,** the SRTC and THEA have determined that for the purposes of economies of scale, and furthering practical, efficient, and accountable service to the public, together the parties will derive mutually beneficial results by entering into this Agreement.

**NOW,** THEREFORE, in consideration of the mutual benefits and the terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

**TERMS OF AGREEMENT:**

1. Recitals: The Recitals set forth above are true and correct and are incorporated herein.

2. Scope of Agreement: The terms of this Agreement shall apply to all Transactions processed in Santa Rosa County, Florida, by the SRTC for the collection and payment of Tolls owed to THEA. This Agreement sets forth the process for the Tax Collector's collection of such Tolls, completion of the Transactions and reporting between the parties.

3. Tolls and Documentation: At the time of processing a Transaction, the SRTC will collect all Tolls owed to THEA for the applicable motor vehicle, prior to issuing a motor vehicle tag to a customer. In the event a customer chooses not to pay the Tolls, then that customer will be directed to THEA for payment or handling of the Tolls directly and will not be issued a motor vehicle tag. On a weekly basis, the Tax Collector will transfer to THEA the Tolls collected on behalf of THEA. In the event of technical complications with the Tax Collector's automated payment of Tolls to THEA, the Tax Collector will transfer the Tolls to THEA manually, no later than 30 calendar days after the date of collection.

4. Tax Collector Service Charges: The Tax Collector may collect a service charge of One Dollar ($1.00) per Transaction, from each customer (the "Service Charge"), which shall be earned and kept by the Tax Collector upon collection. The Service Charge will be in addition to the cost to the customer for each Transaction and will not be deducted from the Tolls due to THEA.

5. Release of Holds: Upon collecting the Tolls from a given customer for a Transaction pursuant to Section 3, THEA authorizes the Tax Collector to release motor vehicle tag holds for that customer. If for any reason the Transaction cannot be completed and is voided by the Tax Collector (the "Voided Transaction"), THEA will be automatically notified through the cashiering interface software shared by the Parties and THEA will in turn notify the Department of Highway Safety and Motor Vehicles to reapply the hold on that customer's motor vehicle tag. The Tax Collector is not responsible for reapplying any motor vehicle tag holds for Voided Transactions, nor will the Tax Collector be held liable for any incidental, consequential, punitive, exemplary or indirect damages, lost profits, revenue or other business interruption damages resulting from the temporary removal of said hold pursuant to this Agreement. In the event the Tax Collector becomes aware of any technological malfunction preventing notifications of Voided Transactions being

automatically sent to THEA through the cashiering interface software, the Tax Collector will manually notify THEA of such Voided Transactions until the cashiering interface software notifications can be restored. THEA shall supply weekly reports to the Tax Collector with sufficient information to verify the customers for whom THEA has submitted tag holds to the Department of Highway Safety and Motor Vehicles due to Voided Transactions. The Tax Collector will supply monthly reports to THEA indicating the number of Transactions, the Tolls collected on behalf of THEA, the Tolls transferred to THEA, and the identity of the customers having Voided Transactions. The Tax Collector will have no liability for holds released in error.

6. Not a Purchase Agreement: This Agreement does not involve the purchase of goods or services by either Party. Rather, the Parties are simply allocating the Service Charge and Tolls collected hereunder in a fair and equitable manner.

7. Term of Agreement: The term of this Agreement shall be for a period of one (1) year from the Effective Date and shall renew automatically on each anniversary of the Effective Date, unless either Party gives written notice of its intent to terminate the Agreement pursuant to Section 8 at least sixty (60) days prior to the end of the then-current annual term.

8. Early Termination: This agreement may be terminated for any reason and without cause by either Party upon sixty (60) days prior written notice to the other Party. Further, the Parties reserve the right to terminate this Agreement immediately if the Parties mutually determine that any part of this Agreement has become illegal or contrary to any applicable law, rule, regulation, or public policy, or if the Agreement is declared to be illegal by a court of competent jurisdiction.

9. Severability. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and/or the entire Agreement shall be severable and remain in effect unless, within seven (7) calendar days after such a finding of illegality, one or both of the Parties elects to terminate this Agreement in its entirety.

10. Notices: All notices, demands, requests, or other instruments shall be given by depositing the same in the pre-paid, certified U.S. mail, facsimile, or overnight mail.

Notices to the Tax Collector:

Stan Colie Nichols
Santa Rosa County Tax Collector
6495 Caroline Street, STE E
Milton, FL 32570

Notices to THEA: Amy Lettelleir, Chief Legal Officer
Tampa Hillsborough Expressway Authority
1104 E Twiggs Street, Suite 300
Tampa, Florida 33602
amy.lettelleir@tampa-xway.com
813.272.6740

11. Delegations: The Parties agree that either of them may contract for its work to be delegated to a non-public entity, provided, however, that any delegation of the work shall not abrogate the duties, powers, and authority of the Tax Collector or THEA to see to it that the terms of this Agreement are complied with fully and carried out as contemplated herein.

12. Audits: The Tax Collector and THEA shall maintain, in accordance with generally accepted accounting principles and procedures, records of all Transactions, Tolls, and Service Charges collected or pertaining to this Agreement. The Parties shall ensure that such records are available for examination and inspection by the other party during normal business hours.

13. Liability; No Third-Party Beneficiary: Each Party agrees that it shall be solely responsible for the negligent acts or omissions of its officers, employees, contractors, and agents. Nothing contained herein shall constitute a waiver or expansion by either Party of its sovereign immunity or the limitations set forth in §768.28, Florida Statutes. Neither THEA nor the Tax Collector intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

14. Force Majeure: Neither Party shall be liable for any damages, costs, expenses, or other consequences incurred by the other Party or by any other person, company, firm, or entity as a result of delay in or inability to deliver any product or service due to circumstances or events beyond the reasonable control of that Party, including, without limitation, (1) acts of God or nature (including, without limitation, public health emergencies, epidemics or pandemic; (2) change in, additions to; or the interpretation of any applicable law, rule, regulation, or ordinance; (3) strikes, lockouts, or other labor actions or labor problems; (4) transportation delays, whether physical or electronic; (5) unavailability of supplies, equipment or materials; (6) fire or explosion; (7) riot, terrorism, military action, usurpation of power, or any attempt to usurp power, or (8) actions or failures to act on the part of any governmental agency or authority other than those that are Party to this Agreement.

15. Miscellaneous:

a. Neither Party may assign its rights or obligations under this Agreement in whole or in part without the prior written consent of the other Party.

b. This Agreement may not be modified, amended, changed, or altered, and no rights or responsibilities hereunder may be waived except through a written instrument signed by the Tax Collector and THEA.

c. The Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof. Each Party acknowledges that it is entering into this Agreement for its own purposes and not for the benefit of any third party.

d. The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Hillsborough County, FL.

e. In the event that any dispute should arise between the Tax Collector and THEA with respect to this Agreement, each Party shall be responsible for the payment of its own attorney's fees, whether incurred pre-trial, at trial, or upon appeal.

f. For civil proceedings, the Parties waive the right to a jury trial.

16. Pursuant to §163 .01(11), Florida Statutes, this Agreement shall be recorded in the official records of Hillsborough County, Florida. THEA shall be responsible for the recordation in Hillsborough County and shall furnish the Tax Collector with a recorded copy.

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**IN WITNESS WHEREOF,** the parties have caused this instrument to be signed and witnessed by their respective duly authorized officials all as the dates set forth below.

**TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY**

Signature: ______________________________
Vincent Cassidy, Chairman

Date: __________________________________

Approved as to form, content, and legality:

______________________________________
Amy Lettelleir, Esq., Chief Legal Officer

STATE OF FLORIDA
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me this ____ day of ________ 20__, by ______________ on behalf of the Tampa-Hillsborough County Expressway Authority.

____________________________ ____________________________

Notary Public State of Florida (Notary Seal)

Personally known: _______ OR Produced Identification: ________ Type of Identification Produced: __________

**SANTA ROSA COUNTY TAX COLLECTOR**

Signature: ______________________
Stan Colie Nichols
Santa Rosa County Tax Collector

Date: 6/26/26

Approved as to form, content, and legality:

______________________

STATE OF FLORIDA
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me this 26 day of June, 2026 by Stan Nichols on behalf of the Santa Rosa County Tax Collector.

Sarah R Dabney
Notary Public State of Florida

SARAH R. DABNEY
Commission # HH 642882
Expires March 29, 2029
(Notary Seal)

Personally known: ✓ OR Produced Identification: ________ Type of Identification Produced: __________