

# Memorandum



**Date:** April 8, 2014

**To:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

Agenda Item No. 8(L)(5)

**From:** Carlos A. Gimenez  
Mayor

**Subject:** Resolution Approving an Interoperability Agreement and Locally Funded Agreement Between Miami-Dade County and the Florida Department of Transportation to Provide Miami-Dade County with the Required Back Office Support to Process SunPass and Toll-By-Plate Transactions Generated at the Rickenbacker and Venetian Toll Plazas

Resolution No. R-337-14

## Recommendation

It is recommended that the Board of County Commissioners (BCC) approve the attached Resolution: (1) approving an Agreement for Sunpass and Toll-by-Plate Electronic Toll Collection at the Rickenbacker and Venetian Causeway Facilities (Interoperability Agreement) between Miami-Dade County (County) and the Florida Department of Transportation (FDOT) to provide the County with the required back office support to process the SunPass and Toll-By-Plate transactions generated at the Rickenbacker and Venetian Toll Plazas at a cost of \$0.08 per transaction for an initial term of two (2) years and subsequent options to renew; (2) approving the Locally Funded Agreement where the County agrees to pay \$325,000.00, plus additional costs if necessary, to FDOT for the purpose of performing studies, acquiring hardware, developing, installing and testing software, and establishing the protocols necessary to transmit data by the toll systems operated by both agencies.

## Scope

The entire project will be of Countywide benefit, however, the project is within the boundaries of Commissioner Audrey Edmonson's District 3, Commissioner Sally A. Heyman's District 4, and Commissioner Xavier L. Suarez's District 7.

## Fiscal Impact/Funding Source

Funding for these agreements will be derived from toll revenue. The total estimated annual cost for the processing of the SunPass and Toll-By-Plate transactions is \$457,184.00 based on the average number of cash transactions recorded at both plazas. This amount will be funded from the operating Index Codes for Rickenbacker and Venetian toll operations PW305532CSWY and PW323261VE respectively, on a pro rata basis. The County will also provide funding in the amount of \$325,000.00, plus additional costs if necessary, to FDOT as part of the Locally Funded Agreement. This sum will come from Index Code PW300203CSWY. The Capital Project Number is 605220. The Public Works and Waste Management Department (PWWM) is projecting that with the implementation of the Sunpass project, there will be an annual savings of approximately \$1.1 million with the reduction of toll operation positions and associated costs.

## Track Record/Monitor

The project will be assigned to Mr. Michael Bauman, Causeways Division Chief, PWWM.

**Background**

On May 7, 2013 the BCC passed Resolution R-344-13 awarding TransCore LP a contract to install equipment and processes necessary to convert the Rickenbacker and Venetian Toll Plazas to the statewide SunPass Electronic Toll Collection System. The installation of equipment and conversion of the toll plazas is currently underway. Concurrent with the conversion of the toll plazas is coordination with FDOT and Florida's Turnpike Enterprise (FTE) to have all non annual plan toll transactions, including SunPass and Toll By Plate, processed by FTE.

As a prerequisite to executing the Interoperability Agreement and Locally Funded Agreement, FTE required that the County modify the annual plans for both the Rickenbacker and Venetian Causeways in order to accept the County's toll transactions into the SunPass System. A Resolution Amending Implementing Order 4-56, Schedule of Fees and Tolls for the Venetian Causeway, and 4-57, Schedule of Fees and Tolls for the Rickenbacker Causeway was adopted by the BCC on November 19, 2013 under Resolution R-950-13.

  
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Alina T. Hudak  
Deputy Mayor



# MEMORANDUM

(Revised)

**TO:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**DATE:** April 8, 2014

**FROM:**   
R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Agenda Item No. 8(L)(5)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(L)(5)  
4-8-14

RESOLUTION NO. R-337-14

RESOLUTION (1) APPROVING AN INTEROPERABILITY AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO PROVIDE FDOT WITH FUNDING FOR THE REQUIRED BACK OFFICE SUPPORT TO PROCESS THE SUNPASS AND TOLL-BY-PLATE TRANSACTIONS GENERATED AT THE RICKENBACKER AND VENETIAN TOLL PLAZAS AT A COST OF \$0.08 PER TRANSACTION; AND (2) APPROVING A LOCALLY FUNDED AGREEMENT BETWEEN MIAMI-DADE COUNTY AND FDOT IN THE AMOUNT OF \$325,000.00, PLUS ADDITIONAL COSTS IF NECESSARY, TO FDOT FOR THE PURPOSE OF PERFORMING STUDIES, ACQUIRING HARDWARE, DEVELOPING, INSTALLING AND TESTING SOFTWARE, AND ESTABLISHING THE PROTOCOLS NECESSARY TO TRANSMIT DATA BY THE TOLL SYSTEMS OPERATED BY BOTH AGENCIES; AND (3) AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE FOREGOING AGREEMENTS ON BEHALF OF THE COUNTY AND EXERCISE ANY AND ALL RIGHTS CONTAINED THEREIN

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

**WHEREAS**, Florida Statutes, Section 338.01(7) requires that new electronic toll collection systems be SunPass interoperable in order to maximize efficiencies and minimize motorist confusion; and

**WHEREAS**, on May 7, 2013, the Board adopted Resolution R-344-13 approving the award of Contract No. RFP861 to TransCore LP for the conversion of the existing cash/C-Pass electronic toll system used at the Venetian and Rickenbacker Causeways to SunPass/Toll-By-Plate Electronic Tolling; and

**WHEREAS**, in order to integrate the new SunPass/Toll-By-Plate Electronic Tolling systems at the Venetian and Rickenbacker Causeways with the existing statewide SunPass system operated and maintained by the Florida Department of Transportation (FDOT), the County must enter into two separate agreements with FDOT to make the County's new causeway toll systems interoperable with SunPass,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board (1) approves the Agreement for Sunpass and Toll-by-Plate Electronic Toll Collection at the Rickenbacker and Venetian Causeway Facilities (Interoperability Agreement), in substantially the form attached hereto, between Miami-Dade County and the Florida Department of Transportation (FDOT) to provide the County with the required back office support to process the SunPass and Toll-By-Plate transactions generated at the Rickenbacker and Venetian Toll Plazas at a cost of \$0.08 per transaction for an initial term of two years and subsequent options to renew; (2) approves the Locally Funded Agreement, in substantially the form attached hereto, between the Miami-Dade County and FDOT, where the County agrees to pay \$325,000.00, plus additional costs if necessary, to FDOT for the purpose of performing studies, acquiring hardware, developing, installing and testing software, and establishing the protocols necessary to transmit data by the toll systems operated by both agencies.; and (3) authorizes the County Mayor or County Mayor's designee to execute the foregoing agreements for and on behalf of Miami-Dade County and to exercise any and all rights contained in the foregoing agreements, including but not limited to exercising option-to-renew periods in the agreements.

The foregoing resolution was offered by Commissioner **José "Pepe" Diaz** who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

	Rebeca Sosa, Chairwoman	<b>aye</b>	
	Lynda Bell, Vice Chair	<b>aye</b>	
Bruno A. Barreiro	<b>aye</b>	Esteban L. Bovo, Jr.	<b>aye</b>
Jose "Pepe" Diaz	<b>aye</b>	Audrey M. Edmonson	<b>aye</b>
Sally A. Heyman	<b>aye</b>	Barbara J. Jordan	<b>aye</b>
Jean Monestime	<b>aye</b>	Dennis C. Moss	<b>aye</b>
Sen. Javier D. Souto	<b>aye</b>	Xavier L. Suarez	<b>absent</b>
Juan C. Zapata	<b>aye</b>		

The Chairperson thereupon declared the resolution duly passed and adopted this 8<sup>th</sup> day of April, 2014. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Christopher Agrippa**  
Deputy Clerk



Approved by County Attorney as  
to form and legal sufficiency.

Eduardo W. Gonzalez

**AGREEMENT FOR SUNPASS AND TOLL-BY-PLATE  
ELECTRONIC TOLL COLLECTION  
AT THE RICKENBACKER AND VENETIAN CAUSEWAY FACILITIES  
BY AND BETWEEN  
MIAMI-DADE COUNTY OF THE STATE OF FLORIDA  
AND  
FLORIDA DEPARTMENT OF TRANSPORTATION**

THIS AGREEMENT FOR ALL ELECTRONIC TOLL COLLECTION ("Agreement"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between **MIAMI-DADE COUNTY**, whose business address is located in Miami-Dade County at Stephen P. Clark Center, 111 NW 1<sup>st</sup> Street, 17<sup>th</sup> Floor, Suite 202, Miami, Florida 33128 ("County"), and the **FLORIDA DEPARTMENT OF TRANSPORTATION**, an executive agency of the State of Florida having a business address located at Florida's Turnpike Headquarters, Turkey Lake Service Plaza, Milepost 263, Florida's Turnpike, Building 5315, P.O. Box 613069, Ocoee, Florida 34761 ("Department").

**WITNESSETH:**

**WHEREAS**, the County desires to implement All Electronic Tolling ("AET") at its Rickenbacker and Venetian Causeway Toll Facilities ("Rickenbacker" and "Venetian" or "Causeways") in order to allow customers to pay tolls electronically; and

**WHEREAS**, the Department has implemented AET on portions of Florida's Turnpike in South Florida with its SunPass® and TOLL-BY-PLATE™ Systems; and

**WHEREAS**, the County and the Department desire to utilize and become interoperable with SunPass® and TOLL-BY-PLATE™ technology in order to implement AET at the Causeways ("Program"); and

**WHEREAS**, section 338.161(5), Florida Statutes (2012), authorizes the Department to enter into agreements with other entities for use of the Department's electronic toll collection and video billing systems to collect the entity's tolls imposed in connection with use of the entity's transportation facilities that become interoperable with the Department's systems; and

**WHEREAS**, the Department has determined that implementation of the AET services to be provided under this Agreement will add convenience and other value to the Department's customers; and

**WHEREAS**, the County desires to utilize the Department to provide AET transaction processing, image review, invoicing, payment processing, account management, and customer support services; and

**WHEREAS**, the County desires to continue to administer its annual pass programs; and

**WHEREAS**, the County desires to assign and delegate to the Department the County's authority to collect Rickenbacker and Venetian tolls; and

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

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, 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 form a material part of this Agreement.
2. **Effective Date; Go-Live Date.**
  - a. The "Effective Date" shall be the date this Agreement is entered into by and between the County and the Department as set forth in the first paragraph of this Agreement.
  - b. The "Go-Live Date" is the date mutually agreed upon in writing by the parties when processing of "AET transactions" (which term shall include SunPass® transponder-based transactions and TOLL-BY-PLATE™ video based transaction) shall begin at the Causeways.
3. **Roles and Responsibilities of the County.**
  - a. The County will be responsible for submitting toll transaction data in real time to the Department as specified in the Department's FTE Toll Interoperability Interface Control Document (the "System Interface"), dated, March 2, 2011, which document is incorporated by reference and made a part of this Agreement, including any amendments or subsequent versions the Department may make to the System Interface from time to time.
  - b. It is the responsibility of the County to separately contract, at its sole expense, for the design, purchase, installation, operation, 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 Causeways and to transmit toll transaction data in the form of a uniform financial messages (UFM) as defined by the Department.

- c. The County 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. The County shall be solely responsible for all costs associated with upgrades or replacement of its communications infrastructure and sufficient bandwidth required to transmit toll transaction data to the Department.
- e. The County shall receive payment for toll transactions processed by the Department only after payment is received by the Department for same; unpaid tolls are not the liability of the Department. Any adjustments made to toll transaction to resolve customer disputes shall be solely within the discretion of the Department. Any adjustments resulting in the reversal or decrease of previously charged or paid tolls will be reflected in subsequent net payments made to the County.
- f. The County shall not receive any payment or credit for any administrative or collection fees or civil fines assessed or received by the Department in its efforts to collect Rickenbacker and Venetian toll revenue.
- g. The County shall be solely responsible for providing and paying for any legal services the County 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.
- h. The County shall be solely responsible for all costs associated with modifying or adding County signage for the Program.
- i. The County shall be responsible for paying credit card fees calculated as described in Paragraph 5.a. of this Agreement.
- j. The County shall be responsible for payment of all Department transaction fees for toll transactions as described in Paragraph 5.b. of this Agreement.
- k. The County shall, at its sole expense, properly train, or cause to be trained its personnel in the proper administration of the program procedures and timely reporting of any and all problems therewith.

- i. Prior to the Go-Live Date, and as required by the Department thereafter, the County shall allow Department representatives to test the County's revenue collection system and 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 the County's systems' 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.
- m. The County will be responsible for determining the toll amount to be charged to customers using its facilities. The County will inform the Department of any changes in the toll amounts to be charged and the date they are to take effect which in no case can be less than thirty (30) days before the new toll amounts are to be in effect.
- n. The County will be responsible for administering their annual pass program. Pass holders will utilize SunPass transponders which requires pass holders to be registered with a pre-paid balance. The County will provide the Department the license plate and transponder information for valid pass holders. The County will provide this information through an electronic interface as defined in the Department's Pass Interface Control Document (ICD). The interface shall be the sole means of transferring the Rickenbacker and Venetian pass list. Five pass types will be issued as defined below:
  - i. Rickenbacker Causeway
    1. Rickenbacker Resident Combination Pass – The pass will be valid for use on the Rickenbacker Causeway facility. On other facilities which allow SunPass®, the pass will be recognized as a SunPass® transponder and will be processed based on the SunPass® business rules. Failure to renew the pass will result in the customer reverting to a tolled customer for this facility.
    2. Rickenbacker Commuter Combination Pass – The pass will be valid for use on the Rickenbacker Causeway facility. On other facilities which allow SunPass®, the pass will be recognized as a SunPass®

- transponder and will be processed based on the SunPass® business rules. Failure to renew the pass will result in the customer reverting to a tolled customer for this facility.
3. Rickenbacker Recreational Pass – The pass will be valid for use on the Rickenbacker Causeway facility. On other facilities which allow SunPass®, the pass will be recognized as a SunPass® transponder and will be processed based on the SunPass® business rules. Failure to renew the pass will result in the customer reverting to a tolled customer for this facility.
- ii. Venetian Causeway
1. Venetian Property Owner Combination Pass – The pass will be valid for use on the Venetian Causeway facility. On other facilities which allow SunPass®, the pass will be recognized as a SunPass® transponder and will be processed based on the SunPass® business rules. Failure to renew the pass will result in the customer reverting to a tolled customer for this facility.
  2. Venetian Commuter Combination Pass – The pass will be valid for use on the Venetian Causeway facility. On other facilities which allow SunPass®, the pass will be recognized as a SunPass® transponder and will be processed based on the SunPass® business rules. Failure to renew the pass will result in the customer reverting to a tolled customer for this facility.
- o. SunPass® account holders that utilize the Causeways' pass programs shall be governed by the rules of the SunPass® program. In addition the account shall be governed by the following:
- i. A prepaid account balance shall be maintained at all times. Should the account become delinquent, the Department reserves the right to terminate the account in accordance with the Department's existing business rules.
  - ii. Upon termination of a SunPass prepaid account, the registered owner of vehicle may be subject to toll charges and applicable fees consistent with the business rules of the Department's Toll-by-Plate program. Termination will invalidate any Pass entitlements.
  - iii. When a previously delinquent SunPass prepaid account is brought back to good standing, the Department may, at its discretion, post any unpaid Toll-by-Plate activity to the SunPass account for payment and may honor any Pass entitlements that would have been honored had the account not been terminated.

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

- a. The Department will utilize its business rules, technical processes, and administrative procedures to process toll transactions received from the County. The Department's Business Rules may be modified, deleted or new rules adopted by the Department from time to time. 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 Rickenbacker and Venetian toll transaction data received in the following order:
  - i. If the transaction is identified and associated with a valid Department SunPass® account having a valid pass status, as reflected in the most recent pass list provided to the Department in accordance with the ICD, the Department will record the transaction and not charge the customer's account.
  - ii. If the transaction is identified and associated with a valid Department SunPass® account having a sufficient balance to satisfy the transaction amount, and the customer is not on the most recent Miami-Dade County pass holder list, the Department will deduct the appropriate toll amount from the customer's account and remit this amount to the County.
  - iii. 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 the County only after payment is received from the SunPass® Interoperable Agency.
  - iv. If the transaction is identified and associated with a Rental Agency having an Agreement with the Department, the Department will submit the transaction to the Rental Agency in accordance with the Department's agreement with same. The Department will remit the toll amount to the County only after payment is received from the Rental Agency.
  - v. If the Department is unsuccessful in obtaining payment pursuant to i, ii, iii or iv above, the Department will attempt to collect payment through its TOLL-

BY-PLATE™ program. The Department will remit the toll amount to the County only after payment is received from the customer.

- vi. If the Department believes that a Rickenbacker or Venetian transaction cannot be invoiced or otherwise collected using the vehicle license plate information or image received from the County, the Department will notify the County as to the reason the transaction cannot be invoiced or otherwise collected, and the County shall not receive any payment for the transaction. The Department will provide the County with the proposed frequency by which notifications of this type will be provided.
- vii. If a TOLL-BY-PLATE™ invoice remains unpaid, the Department may, at its sole discretion, issue a Uniform Traffic Citation ("UTC"), refer the unpaid balance to a collection agency under contract with the Department, or initiate other collection activities in accordance with Department business rules. The Department will remit to the County only the toll amount collected. The Department will retain all fines and any fees paid by the customer. The Department shall have no obligation to issue a UTC with respect to any toll violation, and the County acknowledges that the Department may limit the total number of UTCs filed with a court during any given month.
- viii. The Department may from time to time receive UTC toll and fine amounts paid by customers directly to the Department. The Department will remit to the County the toll portion of such Department-collected transactions occurring on the County's toll facility. Additionally, from time to time, the Department will receive payments from the Department of Revenue (DOR) for tolls and UTC fines collected by the Miami-Dade County Court for toll transactions occurring on Department-operated toll facilities located in Miami-Dade County, including the County's Rickenbacker and Venetian facilities. The Department will retain all such UTC fines received from DOR. However, the Department will distribute to the County a portion of the toll amounts received from DOR based on a pro rata allocation. Such prorated toll amounts will be derived by comparing the Department-collected UTCs for the County's Rickenbacker and Venetian facilities to the Department-collected UTCs for all Department-operated toll facilities in Miami-Dade County. The resulting pro rata percentage for the County will be applied to the estimated toll portion of the DOR UTC payments to determine the amount payable to the County. Such amounts periodically will be remitted by the Department to the County, but these toll amounts are expected to be de minimis.

- c. The Department and County will jointly promote the Program at the Causeways in accordance with a marketing plan developed and agreed to by the parties. These promotional activities may include, without limitation, direct mail to all SunPass® and TOLL-BY-PLATE™ customers in the County's marketing area, newspaper advertising, billboard signage, or promotional literature and announcements on the Department's SunPass® and TOLL-BY-PLATE™ websites. Neither party shall be responsible for any promotional costs not agreed upon in writing prior to incurrence of said cost. Signage erected by the County shall not be considered as promotional or marketing expenses associated with the Program for purposes of this Agreement, and the Department will not participate in such costs.
  - d. This Agreement does not confer any exclusive rights to the County 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.
  - e. The County authorizes the Department and its employees, contractors, and representatives, on behalf of the County, to utilize any means available under applicable laws including sections 316.1001(2), 316.1001(4), and 320.03(8), Florida Statutes to collect Rickenbacker and Venetian toll revenue, including, without limitation, registration holds and use of uniform traffic citations, issuing notices and invoices, and authorizing collection by third party debt collectors. To the extent necessary to implement the authorization set forth in this subparagraph, and for no other purpose, the County's authorization includes a delegation of authority to the Department with respect to the County's police powers. The County's Council shall designate as toll enforcement officers for the County one or more persons who are serving as a toll enforcement officer with the Department.
  - f. The Department shall be responsible for exercising only reasonable efforts to process the County's toll transactions in accordance with the provisions of this Paragraph. Under no circumstance shall the Department be liable to the County for any loss of revenue, profits, transaction data, or any claims, suits, judgments, expenses, or any loss of goodwill or customers that may be incurred by the County 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. The County 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 the County to the Department for processing.
5. **Financial Provisions.** On a weekly basis, the Department will wire transfer to the County revenue collected for Rickenbacker and Venetian AET transactions, as more particularly

described in the Department's System Interface, net of any amounts described above. Further funds wire transferred will be the amount collected by the Department for Causeway transactions, net of credit card fees, Department transaction fees, and adjustments made to resolve customer disputes (as such terms are defined in this Paragraph 5. below).

- a. **Credit Card Fees.** An estimated credit card fee of two percent (2.0%) will be deducted from the weekly wire transfers to the County. A reconciliation of the estimated credit card fees to the actual credit card fees will be performed during the following month. This reconciliation will be calculated based on the actual credit card fees incurred by the Department during the month, multiplied by the "Causeways Factor" (as defined herein below). The difference between the estimated credit card fees deducted from the weekly wire transfer and the actual credit card fees calculated in the monthly reconciliation will be adjusted in the subsequent weekly wire transfer to the County. The "Causeways Factor" is the pro rata portion of the total Rickenbacker and Venetian revenue collected by the Department to the total SunPass® and TOLL-BY-PLATE™ revenue collected by the Department for the month. The Department will notify the County following the Department's receipt of notice from the State of Florida Department of Financial Services ("DFS") of changes in the credit card fees charged the Department through the agreement administered and contracted by DFS with an DFS-selected financial institution.
- b. **Department Transaction Fee.** Department will deduct a fee of eight (8) cents per Rickenbacker and Venetian toll transaction processed including pass program transactions processed, irrespective of whether the toll amount is collected from the customer. The Department will deduct the total of the Department Transaction Fees from the toll revenues collected for the County prior to making the weekly wire transfers to the County.
- c. The County acknowledges that the Department Transaction Fees are based on an estimated annual count of ten (10) million Rickenbacker and Venetian transactions total with an estimated five (5) million submitted to the Department for processing, a minimum standard for vehicle license plate image quality, accuracy of toll transaction data received in UFM format and full conformance with the System Interface. Should the actual number of transactions be materially less than five (5) million annual transactions submitted, or the accuracy of the toll transaction data submitted to the Department, including the image quality, result in additional processing costs for the Department, the Department Transaction Fees may be increased above the amount set forth in subparagraph (b) above, subject to mutual agreement by both parties.

- d. The County 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 internal business rules. Any adjustments made for Rickenbacker and Venetian transactions will be adjusted in the next weekly wire transfer and documented as part of the reconciliation process between the Department and County.

**6. Department Customer Statements, Receipts, Issues and Inquiries.**

- a. Customer statements provided by the Department will include Rickenbacker and Venetian transactions paid from Department customer accounts.
- b. The County will be the point of contact for Pass establishment and Pass payment. Department will act as the point of contact for all Department related customer service issues and inquiries for non Rickenbacker and Venetian facilities. The Department's published toll-free telephone number will be available to County 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. 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.

**7. System Interface Equipment and Software Changes.**

- a. The County, at its sole expense, shall be responsible for making all necessary changes to its Rickenbacker and Venetian revenue collection system, including equipment, software, applicable processing mechanisms, and communications (collectively "Rickenbacker and Venetian Revenue 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 the County at least one hundred and eighty (180) calendar days prior to making any changes requiring the County 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 the County 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.

8. **Assignment.** This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered by the County under any circumstances without the prior written consent of the Department. The Department may assign and transfer this Agreement and the Department's obligations and rights under this Agreement to any entity or group of entities establishing a centralized customer service system. The provisions of this Agreement shall bind the Department and the County and their respective successors and any permitted assigns. In the event of any such approved assignment, the assignee shall expressly assume, perform, and be bound by the duties, covenants, and obligations of the assignor contained in this Agreement.
9. **County Suspension of Tolls at Causeways.** Nothing in this Agreement shall supersede any rights the County has to suspend the collection of tolls at the Causeways for any reasons including but not limited to effectuating an evacuation due to a hurricane warning or detouring traffic due to road or bridge closures. In the event that the County suspends the collection of tolls at the Causeways, the Department shall not charge the County any transaction fees or other fees contemplated by this Agreement for transactions that occurred during the time of such suspension.
10. **Term.** The initial term of this Agreement shall commence upon the Effective Date and shall continue for a period of two (2) years (the "Term"). Any renewal of this Agreement following the expiration of the Term shall be subject to mutual agreement of the parties with respect to the transaction fees to be paid by the County after considering any changes in the transaction fees that may be appropriate if the Department's responsibilities are to be assumed by a centralized customer service system, after considering the Department's costs of processing the County's toll transaction data during the Term, after considering the effects of the consumer price index since the Effective Date, and after considering any other relevant matter.
10. **Termination.**
  - a. This Agreement may be terminated for cause at any time by the County or by the Department 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 aggrieved party identifying the breach and asking for correction of the breach. If, however, the breach is of such a nature that

It cannot reasonably be 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. This Agreement may also be terminated at any time by the Miami-Dade County Mayor (the "County Mayor") or the Executive Director of the Florida Turnpike Enterprise (FTE) upon such notice as the County Mayor or the FTE Executive Director deems appropriate, in the event the County Mayor or the Department's FTE Executive Director determines that termination is necessary to protect the public health, safety, or welfare.

- b. 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; 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.
  - c. Either party may terminate this agreement for convenience, without reason or cause, by providing the other party at least 365 calendar days prior written notice. Any such notice shall state the date on which the termination of this agreement will become effective.
  - d. Notice of termination shall be provided in accordance with Paragraph 11 herein below.
  - e. In the event this Agreement is terminated for any reason, or for a party's convenience, the Department shall be paid for any services performed up to the date the Agreement is terminated. Upon being notified of the County'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 the County. Under no circumstances will the County be required to make payment for services that have not been performed.
  - f. In the event the Agreement is terminated for any reason, or for a party's convenience, the Department shall deliver all revenues payable to the County pursuant to the terms of this Agreement within thirty (30) calendar days following receipt of the written notice of termination.
11. **Notices.** Whenever either party desires to provide notice to the other, such notice must be 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 or acknowledgement of delivery, addressed to the party for whom it is intended at the place

last specified. The place for giving of notice shall remain such 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 of notice:

**COUNTY:**

Chief  
Causeways Division  
Miami-Dade County Public Works and Waste Management Department  
4299 Rickenbacker Causeway  
Key Biscayne, Florida 33149

**DEPARTMENT:**

Executive Director  
Florida's Turnpike Enterprise  
Turnpike Headquarters  
Turkey Lake Service Plaza  
Mile Post 263, Building 5315  
Post Office Box 613069  
Ocoee, Florida 34761

With Copy to:  
Chief Counsel  
Florida's Turnpike Enterprise  
Turnpike Headquarters  
Turkey Lake Service Plaza  
Mile Post 263, Building 5315  
Post Office Box 613069  
Ocoee, Florida 34761

**12. Records.** All documents associated with this Agreement shall be maintained in accordance with the State of Florida Records Retention Schedule. Except for records that are exempt from public disclosure under the provisions of Section 338.155 (6), Florida Statutes, or any other applicable statutory exemption as may now or in the future exist, copies of these documents and records shall be furnished by either party upon request.

**13. 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.

**14. Amendment.** 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.

**15. Governing Law and Venue.** The laws of the State of Florida shall solely govern the validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties to this Agreement. The venue for any action in connection with this Agreement shall be any court of competent jurisdiction in Leon County, Florida.

**16. Employees.** The County warrants that it has not employed or obtained any company or person, other than bona fide employees of the County 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 the County. 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 a bona fide employee employed by the Department.

**17. Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**18. Americans with Disabilities.** Both parties agree to comply with Titles I and II of the Americans with Disabilities Act of 1990, as well as state and federal civil rights laws, and each party agrees to comply with its own rules and ordinances for implementation thereof.

**19. Acts and Omissions.** The Department is an executive agency and is a political subdivision of the State of Florida as defined in Section 768.28, Florida Statutes. The County is a political subdivision 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 any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third-parties in any matter arising out of this Agreement or any other contract.

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

**21. Remaining Provisions.** In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

**22. Attachments.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference, and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect.

**23. Truth and Accuracy.** The truth and accuracy of each recital clause set forth above is acknowledged by the parties.

**24. 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.

**25. 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 understanding 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 contained in a written document executed by the parties hereto.

**26. Original Copies.** Multiple copies of this Agreement may be fully executed by all parties, each of which shall be deemed to be an original.

**27. Trademarks and Service Marks.** This Agreement shall constitute a limited, non-exclusive, and revocable license from Department to the County for the County's display and use of the Department's SunPass® and TOLL-BY-PLATE™ marks and logos (collectively, the "Department's Marks"). This limited license is conditional on the County seeking and receiving from the Department specific written approval in advance of each use of the Department's Marks. The County 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 the County in the event the County has breached any term of this Agreement, or the Department reasonably believes that any action or inaction of the County may damage any of the Department's Marks. The County 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.

**28. Execution.** This Agreement shall be effective following the requisite legal approval and execution by the Department and the County.

(Signatures continued on the following page)

(Signatures continued from preceding pages)

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: MIAMI-DADE COUNTY signing by and its County Mayor or designee, authorized to execute the same by the Miami-Dade County Board of County action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, and the FLORIDA DEPARTMENT OF TRANSPORTATION, signing by and through its Executive Director & Chief Executive Officer, Florida's Turnpike Enterprise, duly authorized to execute same.

**MIAMI-DADE COUNTY, FLORIDA**

ATTEST:

BY: MIAMI-DADE COUNTY

\_\_\_\_\_

BY: \_\_\_\_\_

(Name and Position)

\_\_\_\_\_

Printed Name

ITS:

Approved as to form by:

(LEGAL)

SEAL

(Signatures continued on the following page)

(Signature continued from preceding page)

**FLORIDA DEPARTMENT OF  
TRANSPORTATION**

ATTEST:

\_\_\_\_\_

(Name and Position)

BY: \_\_\_\_\_

Diane Gutierrez-Scaccetti  
Executive Director & Chief Executive Officer  
Florida's Turnpike Enterprise

Legal Review:

By: \_\_\_\_\_

(Name and Position)

**LOCALLY FUNDED AGREEMENT**

THIS LOCALLY FUNDED AGREEMENT (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between **MIAMI-DADE COUNTY**, whose business address is located in Miami-Dade County at Stephen P. Clark Center, 111 NW 1<sup>st</sup> Street, 17<sup>th</sup> Floor, Suite 202, Miami, Florida 33128 ("County"), and the **FLORIDA DEPARTMENT OF TRANSPORTATION**, an executive agency of the State of Florida having a business address located at Florida's Turnpike Headquarters, Turkey Lake Service Plaza, Milepost 263, Florida's Turnpike, Building 5315, P.O. Box 613069, Ocoee, Florida 34761 ("Department").

**RECITALS:**

**WHEREAS**, the County has requested that the Department initiate a toll project to process all of the County's interoperable transponder based transactions at its Rickenbacker and Venetian Causeway Toll Facilities ("Rickenbacker" and "Venetian" or "Causeways"), perform video billing for the County's video transactions, remit tolls collected to the County, provide status information on all transactions transmitted by the County and received by the Department, and return to the County all transactions which the Department is not able to collect so the County can pursue toll collection through its own enforcement efforts; and

**WHEREAS**, in order to provide the services requested by the County it is necessary for the Department to perform certain preliminary studies; acquire hardware; and develop, test, and install software and the protocols necessary to transmit data between the toll systems operated by the parties: and

**WHEREAS**, the County has agreed to compensate the Department for all direct and indirect project costs and expenses the Department incurs in conducting preliminary studies; acquiring and installing hardware; developing, and installing and testing software and the protocols necessary for the transmission of data required to implement this Agreement; and

**WHEREAS**, the studies, acquisition, design, installation, and testing of the designed improvements is hereinafter collectively referred to as the "Project", the individual elements of which are more particularly described in the attached Exhibit "A" Project Scope of Services which is incorporated herein by reference; and

**WHEREAS**, in order to facilitate the completion of the Project described more particularly in Exhibit "A" to this Agreement, the County and the Department have determined to enter into this Agreement; and

**WHEREAS**, the Department hereby finds, determines, and declares that it is necessary that the County advance to the Department sufficient funds to pay for the direct and indirect costs of the Project.

**NOW, THEREFORE**, the parties hereto, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, receipt of which is hereby acknowledged, hereby agree as follows:

1. **Representations by the Department.** The Department makes the following representations as the basis for the undertakings on its part herein contained:

(A) The Department has been duly created and is validly existing as a public agency under the laws of the State of Florida. The Department has all necessary power to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The

obligations of the Department under this Agreement are valid generally and enforceable in accordance with their terms.

(B) There is no litigation pending or, to the knowledge of the Department, threatened with respect to this Agreement which will affect the performance by the Department of its obligations under this Agreement.

(C) No default exists with respect to the obligations of the Department under this Agreement, and the execution and delivery of this Agreement by the Department do not constitute a violation of applicable law or regulations or a breach of or default under any other agreement to which the Department is a party or an event that, with the passage of time, would become a breach of or default under any such agreement.

(D) All consents, waivers, approvals and other governmental actions required to be taken in order for the Department to enter into and fully comply with this Agreement have been received or obtained by the Department.

2. **Representations by the County.** The County makes the following representations as the basis for the undertakings on its part herein contained:

(A) The County is a duly created political subdivision of the State of Florida. The County has all necessary power to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper corporate action the County has been duly authorized to execute and deliver this Agreement. The obligations of the County under this Agreement are valid and generally enforceable in accordance with their terms.

(B) No litigation is pending or, to the knowledge of the County, threatened with respect to this Agreement which will affect the performance by the County of its obligations

under this Agreement.

(C) No default exists with respect to the obligations of the County under this Agreement, and the execution and delivery by the County of this Agreement do not constitute a violation of applicable law or regulations or a breach of or default under any other agreement to which the County is a party or an event that, with the passage of time, would become a breach of or default under any such agreement.

(D) All consents, waivers, approvals and other governmental actions required to be taken in order for the County to enter into and fully comply with this Agreement have been received or obtained by the County.

3. **Recitals.** The Recitals to this Agreement are true and correct and are hereby incorporated herein by reference and made a part hereof.

4. **Funding of the Project.**

(A) The County agrees that it shall, within fourteen (14) calendar days after execution of this Agreement, deliver to the Department an advance deposit in the amount of Three Hundred Twenty Five Thousand dollars (\$325,000) for payment of the estimated direct and indirect Project costs for Locally Funded Project Number 435339-2-9C-01, 435339-2-91-01, 435339-2-93-01, 435339-2-99-01. Such amount will be deposited in escrow by the Department and will earn interest. The Department may utilize the original deposit, any subsequent deposits by the County, and any interest earnings for payment or reimbursement of the direct and indirect costs of the Project. The Department represents that the \$325,000.00 payment required here is an estimate of the direct and indirect costs of the entire Project and shall use its

best efforts to complete the Project within the \$325,000.00 cost estimate.

(B) The Department's Project Manager, or authorized representative, will provide project budget status updates to the County on a not less than bi-weekly basis. The project budget status update will identify the cumulative costs incurred for the project for the period ending two weeks prior to the reporting date. The budget status report will also reflect an updated estimate for the total project costs based on the data available at the time of reporting. Based on the reporting status, the Department and the County will mutually agree to any increase in the County's funding for the project and the County will provide an additional deposit within thirty (30) calendar days of notification from the Department, so that the total deposit is equal to the actual Project cost. If the County cannot provide the additional deposit within thirty (30) days, a letter must be submitted to and approved by the Department indicating when the deposit will be made. The County understands the request and approval of any additional time could delay the Project, and additional costs may be incurred due to a delay of the Project. The Department's work activities shall be limited to the amount of the County funds available, and the Department shall not continue work if existing County funds on deposit will be exceeded. Failure of the Department to so notify the County shall not relieve the County from its obligation to pay for the full Project cost on final accounting as provided herein below.

(C) The Department intends to have its final and complete accounting of all costs incurred in connection with the Project work performed hereunder within one hundred and eighty days (180) of final completion of the Project. If however, the final accounting is not performed within one hundred and eighty (180) days, the County is not relieved from its

obligation to pay. All Project cost records and accounts shall be subject to audit by a representative of the County for a period of three (3) years after completion of the Project. The County will be notified of the final Project cost. Both parties agree that in the event the final accounting of total Project costs pursuant to the terms of this agreement is less than the total deposits to date and any interest earnings, a refund of the excess will be made by the Department to the County within forty (40) calendar days from the date of final accounting.

D) In the event the final accounting of total Project costs is greater than the total deposits to date, including interest earnings, the County will pay the additional amount within forty (40) calendar days from the date of the invoice from the Department. The County agrees to pay interest at a rate as established pursuant to *Section 55.03, F. S.*, on any invoice not paid within forty (40) calendar days until the invoice is paid.

(E) Type of Deposit: The payment of funds under this Locally Funded Agreement will be made directly to the Department for deposit and as provided in the attached Memorandum of Agreement (*MOA*) between the County, the Department, and the State of Florida, Department of Financial Services, Division of Treasury, attached hereto as Exhibit "B". Additionally, as indicated above, any interest earnings on the County funds held on deposit will be available for Project costs.

**5. Project Work.**

(A) Subject to the County's compliance with its financial obligations set forth in this Agreement, the Department covenants and agrees to undertake the Project, as set forth in Exhibit "A" to this Agreement. The Department intends to complete the Project on or before

June 30, 2014, however both parties agree that it is the County's responsibility to have a contingency plan in place to continue its own toll collection in the event that the Department is unable to complete all of the work by such date. Both parties understand that the Department has a multitude of other toll projects underway and that the Department is unable to guarantee completion of the Project by a specific date. The Department agrees to work as expeditiously as is reasonably possible to complete such work on behalf of the County.

6. **Joint Planning Meetings and Project Reviews.** In order to monitor the performance by the parties of their respective obligations under this Agreement, the Department and the County agree to hold, at the staff and consultant level, regular joint meetings. The purpose of these meetings shall be to coordinate efforts with respect to the Project. The County shall receive all milestone submittals and reports for review and comment. The County shall timely provide comments to the Department and attend all comment resolution meetings. The Department shall provide to the County responses on all comments made by the County.

7. **Appropriations.** The obligation of the Department to expend funds under this Agreement is contingent upon an annual appropriation by the Florida Legislature. Accordingly, pursuant to the requirements of Section 339.135(6)(a), Florida Statutes, the following is incorporated herein:

"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; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period no more than 1 year."

8. **Effective Date of this Agreement.** This Agreement shall become effective on the date that the requisite legal approval and execution has been obtained by the Department and the County. The Department acknowledges and understands that this Agreement is only effective as to the County after the execution of this Agreement by the County Mayor or County Mayor's designee and approval by the Board of the County Commissioners.

9. **Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

10. **Provisions Separable.** The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

11. **Amendment of Agreement.** This Agreement may only be amended by mutual agreement of the Department and the County expressed in writing and executed and delivered by each.

12. **Format.** All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

13. **Notices.** All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when delivered (personally, by courier service such as Federal Express, or by other messenger) against receipt or upon actual receipt of registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

(a) If to the County:

Miami-Dade County  
\_\_\_\_\_  
\_\_\_\_\_

ATTN: \_\_\_\_\_

and

Miami-Dade County  
\_\_\_\_\_  
\_\_\_\_\_

ATTN: \_\_\_\_\_

(b) If to the Department:

Florida Department of Transportation  
Florida Turnpike Enterprise  
P.O. Box 613069  
Ocoee, Florida 34761  
Executive Director & Chief Executive Officer

Any party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph for

the giving of notice.

14. **Entire Agreement.** This Agreement, including the exhibits to this Agreement, contain the sole and entire agreement between the parties with respect to this subject matter and supersede any and all other prior written or oral agreements between them with respect to such subject matter.

15. **Binding Effect.** This Agreement shall be binding upon the parties and their respective representatives, successors and assigns.

16. **Waiver.** Waiver by either party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

17. **Captions.** The captions contained in this Agreement are inserted only as a matter of convenience or reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions.

18. **Absence of Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to (a) confer upon any entity or person other than the parties and their permitted successors and assigns any rights or remedies under or by reason of this Agreement as a third party beneficiary or otherwise except as specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon

this Agreement.

19. **Other Documents.** The parties shall take all such actions and execute all such documents which may be reasonably necessary to carry out the purposes of this Agreement, whether or not specifically provided for in this Agreement; provided that the parties further acknowledge that certain additional actions by the County may require approval by the Board of the County, and, to the extent such approval is required by applicable law, obtaining such approval shall be a condition to the obligations of the parties under this Agreement.

20. **Governing Law.** This Agreement and the interpretation of its terms shall be governed exclusively by the laws of the State of Florida. Venue for any judicial, administrative or other action to enforce or construe any term of this Agreement or arising from or relating to this Agreement shall lie exclusively in Leon County, Florida.

[BALANCE OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement, the County, signing by and through the Miami-Dade County Mayor (the "County Mayor"), and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, signing by and through the Executive Director of Florida's Turnpike Enterprise, each duly authorized to execute same.

Miami-Dade County, FLORIDA

ATTEST:

BY: Miami-Dade County Mayor

\_\_\_\_\_

BY: \_\_\_\_\_

(Name and Position)

\_\_\_\_\_

Printed Name

ITS: Mayor

Approved as to form by:

(LEGAL)

SEAL

(Signatures continued on the following page)

(Signature continued from preceding page)

STATE OF FLORIDA,  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_ [Seal]  
Executive Director & Chief Executive Officer  
Florida's Turnpike Enterprise

ATTEST: \_\_\_\_\_ [Seal]  
Executive Secretary

Legal Review:  
BY: \_\_\_\_\_  
Legal Counsel

## EXHIBIT "A" PROJECT SCOPE OF SERVICES

### Purpose & Objective

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The purpose of this document is to describe the scope of work necessary for the Department to process all Electronic-Toll-Collection (ETC) transponder-based (hereafter known as SunPass) and video-based toll transactions for the County. This Scope of Work (SOW) document defines the level of effort, work activities, cost, and timeframe associated with the Department's SOW on the Project.

The key objectives for the Department and the County interactions are as follows:

1. The County will implement All Electronic Tolling (AET) at its Rickenbacker and Venetian Causeway ("Rickenbacker" and "Venetian" or "Causeways") Toll Facilities utilizing the Department's existing SunPass and TOLL-BY-PLATE technology.
2. The County will assign and delegate to the Department the authority to collect Causeways' tolls for all traffic on the Causeways (pass holders and non-pass holders.).
3. The County will administer its annual pass program. Pass holders will utilize SunPass transponders which requires the customer to be registered with a pre-paid balance.
4. The County will provide the Department with license plate and transponder information for valid Causeway annual pass holders through an electronic interface as defined in the Department Interface Control Document (ICD) dated March 2, 2011.
5. Sun Pass account holders that utilize the Causeways' annual pass program shall be governed by the rules of the SunPass program in accordance with the operating agreement executed between the Department and the County.
6. The County will provide all design, purchase, installation, operation, maintenance, and replacement of Department compatible roadside, lane and/or plaza tolling equipment, software, and communications needed to properly operate the system interface and exchange toll transaction data with the Department.
7. The County will submit and receive toll transaction data in real time with the Department via a uniform financial message (UFM) as specified in the Department Toll interoperability Interface Control Document (ICD) dated March 2, 2011.
8. The County will be 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.
9. The Department will provide the County with AET transaction processing, image review, invoicing, payment processing, account management, and customer support services.
10. The Department will utilize its existing business rules, technical processes, and administrative procedures to process toll transaction data received from the County. This includes processing of: SunPass customers, Department Interoperable Agency customers, and rental agencies.

11. Customer statements provided by the Department will include Causeway transactions paid from the Department's pre-paid SunPass accounts.
12. The Department will remit collected toll revenues to the County for SunPass and video-based toll transactions in accordance with the operating agreement executed between the Department and the County.

## Project Scope of Work

---

The following tasks shall be completed by the Department:

### 1. Project Management:

This task includes:

- Project schedule development support for the Department project activities and ongoing schedule management.
- The Department Internal Project schedule development and management.
- Development and management of the Department filing system for project documentation.
- Coordination and implementation with the County of project management meetings and technical meetings.
- Coordination and management of requirements, design, application development, testing and implementation strategy activities.
- Coordination with the County on agreements for scope, schedule and budgetary revisions.

Deliverables:

- The Department updates to the Project Schedule.
- Change order documentation as needed.
- Project meeting minutes, or for those meetings agreed to be documented by the County, meeting minute comments.

### 2. Requirements and System Design:

This task includes creation of the Project Charter document, updates to the Interface Control Document, Use Cases (i.e. the list of steps to achieve a function of the system) and System Requirements Definition to be defined and/reviewed with the County:

- Project Scope
- UFM Requirements
- Amendment Requirements
- Financial Event Requirements

- Web Requirements (SunPass.com, Toll-By-Plate.com)
- Interface Requirements (Causeway pass holder list)
- Customer Service Support Requirements
- Reporting Requirements

Deliverables:

- Project Charter
- Use Case and Requirements documentation
- Reports requirements documentation

3. Application & Reports Development:

This task includes the development of the applications based on the requirements defined in the prior task. Application development to facilitate transaction processing for the County includes:

- Causeway Pass Holder List processing
- UFM/Amendment processing modifications
- Video Toll Processing modifications
- Customer Service Representative screen modifications
- Website screen modifications
- Exception Handling modifications
- Financial Event handling
- Report creation / modifications

Deliverables:

The primary product of this task is the application development or existing applications enhancements to accommodate the requirements identified in the prior task. Sample reports will be provided to the County for review and mutual agreement of content and format.

4. System Communications and Network Testing:

This task involves the coordination with the County staff on the communications methods and media for the transmission of the County's Transactions and images for the County's processes to the Department and the reciprocal transmission of the Department transaction processing information to the County. The task includes the following activities:

- Coordination with the County on communications media options (i.e. set up of lease lines, fiber, etc.)

- Identification of the Department interfaces requirements
- Configuration of the Department firewalls
- Connectivity testing (Server ping tests, Web Service smoke tests)

Deliverables:

- Memorandum of understanding for use of the Department fiber
- The Department communications media requirements
- The Department firewall requirements
- If fiber sharing is used, the specifications for the Department switches
- Network Architecture document
- Connectivity testing results

5. System Testing

This task includes the testing of applications and a report, designed and developed in prior tasks, and includes coordination with the County for the testing. The task includes the following activities:

- Development of Test Plan
- Development of Test Cases
- Setup of the Department Test Environment
- Conducting of tests

The following tests will be conducted:

- Reports Testing
- Integration Testing
- Regression Testing
- Performance Testing

Deliverables:

- Test Plan
- Test reports will be provided to the County as per the Test Plan

6. Training

This task is associated with the Department training of Customer Service Representatives to support the new processes associated with the County toll processing.

Deliverables:

- Training documentation developed for training of new system functionality

7. Implementation Coordination

This task includes the coordination activities with the County required for the transitioning of the Causeways' toll processing to the Department. An Implementation Plan will be developed which will include a detailed cut-over schedule for the go-live touch points between the Department and the County.

Deliverables:

- Implementation Plan

8. Marketing Plan

This task includes the development and coordination activities with the County required to create a Marketing Plan which will establish the activities both parties will undertake in promoting SunPass and Annual Pass programs.

9. Post-implementation Assessment

This task includes a one-month assessment of the County toll processing to ensure that there are no issues with the processing of the Causeways' tolls. This task includes daily reviews of transaction processing and coordination with the County on the resolution of any issues or anomalies identified in the daily reviews.

Deliverables:

- A weekly summary of issues shall be provided to the County during the post-implementation assessment. (Any issues or anomalies with transaction processing will be brought to the County's attention as soon as they are identified and assessed). The County shall provide a weekly list of issues or anomalies associated with transaction processing during the post implementation assessment period.

Project Schedule

The County Toll Processing Project cost estimate was initiated prior to the finalized Operating Agreement, Local Funding Agreement, and Project Charter. The project level of effort and

initial schedule estimates were derived from a half-day work session on May 9, 2013 with the Program Manager and Tolls Data Center project resources. Project deliverables, durations, and resources were assigned for each task in the initial work breakdown structure and were based on the information presented by the Program Manager at that time. Since the Operating Agreement is now finalized, the initial level of effort has been updated based on the scope of services contained in the agreement.

The following milestones defined the project schedule for the Department's work on the Project based on the May 9, 2013 meeting:

Activity	Duration	Dates
Requirements and Design Phase	12 weeks	02/01/14 – 03/20/14
Application/Reports Development Phase	6 weeks	02/11/14 – 03/20/14
Testing Phase	23 weeks	02/01/14 – 07/06/14
Training (Department/CSRs)	16 weeks	02/18/14 – 06/6/14
Implementation / Go-Live	0 weeks	06/07/14
Post-implementation Assessment	4 weeks	05/10/14 – 07/09/14
Total Duration	28 weeks	

**EXHIBIT "B" MEMORANDUM OF AGREEMENT**

**MEMORANDUM OF AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_, day of \_\_\_\_\_, 201\_\_, by and between the State of Florida, Department of Transportation, hereinafter referred to as "FDOT" and the State of Florida, Department of Financial Services, Division of Treasury, hereinafter referred to as "TREASURY" and Miami-Dade County, hereinafter referred to as the "PARTICIPANT".

**WITNESSETH**

WHEREAS, FDOT is currently performing the Project on behalf of the PARTICIPANT as follows:

Financial Project No's.: 435339-2-9C-01, 435339-2-91-01, 435339-2-93-01, 435339-2-99-01 hereinafter referred to as the "PROJECT".

WHEREAS, FDOT and the PARTICIPANT entered into a Locally Funded Agreement dated \_\_\_\_\_, 201\_\_, ("AGREEMENT") wherein FDOT agreed to perform certain work on behalf of the PARTICIPANT in conjunction with the PROJECT.

WHEREAS, the parties to this AGREEMENT mutually agreed that it would be in the best interest of FDOT and the PARTICIPANT to establish an interest bearing escrow account to provide funds for the work performed on the PROJECT on behalf of the PARTICIPANT by FDOT.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit in the amount of Three Hundred Twenty Five Thousand dollars (\$325,000) will be made by the PARTICIPANT into an interest bearing escrow account established by FDOT for the purposes of the PROJECT. Said escrow account will be opened with the TREASURY on behalf of FDOT upon receipt of this Memorandum of Agreement. Such account will be an asset of FDOT.

2. Other deposits may be made by the PARTICIPANT as necessary to cover cost increases or the cost of additional work prior to the execution of any Supplemental Agreements or Amendments.

3. Payment will be made as follows (check appropriate payment method):

- Wire transfer
- ACH deposit
- Check

A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible. Following is the wiring and ACH deposit instructions:

For wire transfers: Bank of America  
Account # 001009068974  
ABA # 026009593  
Chief Financial Officer of Florida  
Re: DOT – K 11-78, Financial Project # 435339-93-01

For ACH deposits: Bank of America  
Account # 001009068974  
ABA # 063100277  
Chief Financial Officer of Florida  
Re: DOT – K 11-78, Financial Project # 435339-93-01

If a check is the method of payment, the check shall be made payable to the Department of Financial Services, Revenue Processing and mailed to FDOT, OOC-GAO for appropriate processing at the following address:

Florida Department of Transportation  
OOC-GAO, LFA Section  
605 Suwannee Street, MS 42B  
Tallahassee, Florida 32399

A copy of this Agreement should accompany any deposits. When the check is mailed to Tallahassee, the PARTICIPANT shall mail to Florida's Turnpike Enterprise a copy of the check.

4. FDOT's Comptroller or designee shall be the sole signatories on the escrow account with the TREASURY and shall have sole authority to authorize withdrawals from said account.

5. Unless instructed otherwise by the FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the PROJECT.

6. The TREASURY agrees to provide written confirmation of receipt of funds to FDOT.

7. The TREASURY further agrees to provide periodic reports to FDOT.

\_\_\_\_\_  
STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
COMPTROLLER

\_\_\_\_\_  
STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL  
SERVICES, DIVISION OF TREASURY

\_\_\_\_\_  
PARTICIPANT

\_\_\_\_\_  
PARTICIPANT NAME & TITLE

\_\_\_\_\_  
PARTICIPANT ADDRESS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
FEDERAL EMPLOYER I.D. NUMBER