

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 17-035

**APPROVE THE SOUTHERN STATES INTEROPERABILITY AGREEMENT THAT
ALLOWS FOR TOLL INTEROPERABILITY WITH THE FLORIDA DEPARTMENT
OF TRANSPORTATION AND OTHER SOUTHERN STATES TOLLWAYS**

WHEREAS, by Resolution No. 07-039, dated July 25, 2007, the Board of Directors authorized the Executive Director to execute an Interlocal Agreement (“ILA”) to ensure continuing interoperability with toll systems operated by the Texas Department of Transportation, Harris County, and the North Texas Tollway Authority; and

WHEREAS, by Resolution No. 16-009, dated February 24, 2016, the Board of Directors approved an interoperability agreement with the Texas Department of Transportation, Harris County, North Texas Tollway Authority, the Fort Bend Grand Parkway Toll Authority, the Kansas Turnpike Authority and the Oklahoma Turnpike Authority; and

WHEREAS, the Florida Turnpike Enterprise is responsible for toll operations on Florida Department of Transportation owned and operated toll facilities; and

WHEREAS, the Florida Turnpike Enterprise entered into an interoperability agreement with each owner and operator of other Florida Tollways; and

WHEREAS, the Florida Turnpike Enterprise entered into an interoperability agreement with the North Carolina Department of Transportation, the North Carolina Turnpike Authority, the State Road and Toll Authority of the State of Georgia, Connector 2000 Association, Inc., a South Carolina non-profit benefit corporation; and

WHEREAS, the Mobility Authority staff has negotiated a proposed interoperability agreement that will include the Texas Department of Transportation, Harris County, the North Texas Tollway Authority, Fort Bend Grand Parkway Toll Road Authority, the Kansas Turnpike Authority, the Oklahoma Turnpike Authority, the Florida Turnpike Enterprise, North Carolina Department of Transportation, the North Carolina Turnpike Authority, the State Road and Toll Authority of the State of Georgia, Connector 2000 Association, Inc., a South Carolina non-profit benefit corporation; and

WHEREAS, this interoperability agreement sets the fee for toll collection paid to the account holder Agency at 3% of collected revenue.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves this new interoperability agreement and authorizes the Executive Director to finalize negotiations and execute the proposed interoperability agreement in the form or substantially the same form as Exhibit A.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of June 2017.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

June 5, 2017

FedEx Express: 8088 8948 9759

Mr. Tim Reilly
Director of Operations
Central Texas Regional Mobility Authority
3300 N. IH-35, Suite 300
Austin, TX 78705

SUBJECT: Transmittal of SSIOP Agreement for execution of remaining parties

Dear Mr. Reilly,

Enclosed is one (1) original agreement and an order of Commissioners Court executed by Harris County on May 23, 2017. All parties should note the different parts of the agreement requiring action:

1. Beginning on page 16, each agency should execute and date where noted (preferably in blue ink).
2. Each agency should include an Order of Resolution.

Please return to my attention one copy (1) of the agreement with your agency's original signature.

I appreciate your assistance in handling this process. If you have any questions, please do not hesitate to contact me 713-587-7807.

Sincerely,



Lisa Castañeda, P.E.
Deputy Director

LGC/nb
Attachments

cc: Brad Urban - HCTRA

**AGREEMENT REGARDING
INTEROPERABILITY OF TOLL SYSTEMS AND TRANSPONDERS**

THIS AGREEMENT REGARDING INTEROPERABILITY OF TOLL SYSTEMS AND TRANSPONDERS (this "Agreement") is entered into by and between (1) Florida Turnpike Enterprise ("FTE"), (2) the North Texas Tollway Authority ("NTTA"), (3) the Texas Department of Transportation ("TxDOT"), (4) Harris County, Texas ("Harris County"), (5) the Central Texas Regional Mobility Authority ("CTRMA"), (6) the Fort Bend Grand Parkway Toll Road Authority ("GPTRA"), (7) the Kansas Turnpike Authority ("KTA"), and (8) the Oklahoma Turnpike Authority ("OTA").

Recitals

- A. FTE is an enterprise fund of the Florida Department of Transportation ("FDOT"). TxDOT is an agency of the State of Texas. NTTA is a regional tollway authority and a political subdivision of the State of Texas. Harris County is a body corporate and politic under the laws of the State of Texas. CTRMA is a regional mobility authority of the State of Texas. GPTRA is a body corporate and politic under the laws of the State of Texas. KTA is a body politic and corporate under the laws of the State of Kansas. OTA is a body politic and corporate under the laws of the State of Oklahoma.
- B. TxDOT, NTTA, Harris County, CTRMA, GPTRA, KTA, and OTA have entered into an "Agreement Regarding Interoperability of Toll Systems and Transponders" (the "Central HUB Agreement") under which they set forth their agreements concerning the interoperability through a direct connection to the Central US interoperability hub (the "Central Hub") of their respective toll-collection transponders on the Central Facilities (hereinafter defined). The current parties to the Central Hub Agreement, together with any party that hereafter becomes a party to this Agreement and the Central Hub Agreement are defined collectively as the "Central Parties" and each individually is a "Central Party." The toll roads, toll bridges, and toll tunnels (each, individually, a "Toll Facility," and, collectively, "Toll Facilities") owned and/or operated by any Central Party during the term of this Agreement are defined as the "Central Facilities."
- C. FTE is responsible throughout Florida for toll operations on FDOT-owned and operated toll facilities and has electronic toll collection responsibilities on various toll facilities that are owned by other entities within Florida that accept FTE's transponders for the purpose of electronic toll collection ("Other Florida Tollways").
- D. FTE has entered into an interoperability agreement with each owner and operator of the Other Florida Tollways, and FTE has entered into an interoperability agreement with the North Carolina Department of Transportation ("NCDOT"), the North Carolina Turnpike Authority ("NCTA"), the State Road and Toll Authority ("SRTA") of the State of Georgia, Connector 2000 Association, Inc., a South Carolina non-profit public benefit corporation ("Connector 2000"), and the South Carolina Department of Transportation ("SCDOT"). FTE, the Other Florida Tollways, NCDOT, NCTA, SRTA, Connector 2000, and SCDOT, together with any other entity that during the term of this Agreement enters into an interoperability agreement with FTE, are defined collectively as the "Southeast Entities" and each, individually, as a "Southeast Entity."

- E. Each Southeast Entity owns and/or operates one or more Toll Facilities in its state. The Toll Facilities owned and/or operated by any Southeast Entity during the term of this Agreement are defined as the "Southeast Facilities."
- F. FTE's interoperability agreements with the other Southeast Entities set forth the Southeast Entities' mutual agreements concerning the interoperability of their respective toll-collection transponders on the Southeast Facilities through a connection to the Southeast US interoperability hub (the "Southeast Hub") owned, operated, and maintained by FTE.
- G. The Parties desire to enter into this Agreement to set forth their mutual agreements concerning the interoperability of the their respective toll-collection transponders on each others' toll projects by use of the Southeast Hub and the Central Hub to transmit information regarding transponder-based toll transactions on Southeast Facilities and Central Facilities.

Agreement

NOW, THEREFORE, in consideration of the mutual agreements and promises made by the Parties to each other, and to ensure the interoperability of toll collection systems on the Southeast Facilities and Central Facilities (and in connection with other transportation-related payment collection systems, if subsequently agreed by the Parties), the Parties hereby agree as follows:

1. **PARTIES, PROVIDERS, AND SUBSCRIBERS**

A. Parties. Subject to Section 6.A., the entities listed in the first paragraph on page 1 of this Agreement, together with such other governmental entities that are hereafter accepted and bound under the terms of this Agreement as further described below are each individually called a "Party," and are collectively called the "Parties." To be qualified to be a Party, an entity must: (1) operate one or more Toll Facilities, (2) connect directly (and not as a contractor of any other entity or through rights derived from another entity or through any other indirect connection) to the Central Hub or connect directly or through an agreement with FTE to the Southeast Hub, (3) be a governmental agency or entity, and (4) satisfy all criteria agreed upon by the Parties to ensure interoperability of the prospective Party's transponders with the toll-collection systems used by all of the Parties and ensure that such prospective Party is capable of meeting the Interoperability Business Requirements and the requirements of the Interface Control Documents promulgated under this Agreement.

B. FTE Represents Southeast Entities. As described on Attachment A attached hereto and made a part of this Agreement, each Southeast Entity has authorized FTE to enter into this Agreement on behalf of such Southeast Entity and to bind it to the provisions hereof. FTE acknowledges and agrees that it is acting for and has the power to enter into this Agreement on behalf of all of the Southeast Entities. FTE further acknowledges and agrees that it has confirmed with all Southeast Entities that they have fully reviewed, support, will comply with, and be subject to this Agreement. Unless otherwise expressly set forth, any provision of this Agreement that is applicable to FTE in its capacity as a Party also shall be applicable to every Southeast Entity as a third-party beneficiary of the terms of this Agreement, and, as a condition to enjoying the benefits of this Agreement, each Southeast Entity shall also be obligated to fulfill the obligations of an Agency (hereafter defined) as set forth in this Agreement. By accepting any benefit under this Agreement, a Southeast Entity shall be deemed to have agreed to fulfill all Agency obligations applicable to it under this Agreement.

C. Definitions of Hubs and Agencies. As used in this Agreement: (1) the Central Parties, the Southeast Entities, and any additional toll agencies who hereafter utilize the Central Hub or Southeast Hub to transmit and receive records of toll transactions are collectively referred to as "Agencies," and each of them is referred to individually as an "Agency"; and (2) the Central Hub and the Southeast Hub are collectively referred to as the "Hubs" and each of them is referred to individually as a "Hub." A Hub that transmits to the other Hub a record of a toll transaction incurred on an Agency's facility will be referred to as that Agency's Hub (*i.e.*, a reference to *the Hub of any of the Central Parties* is a reference to the Central Hub, and a reference to *the Hub of any of the Southeast Entities* is a reference to the Southeast Hub.)

2. INTEROPERABILITY

A. Interoperability and Interoperable. For the purposes of this Agreement, and subject to the limited exceptions set forth below in subsection 2.F., "interoperability" and "interoperable" shall be defined, and be deemed achieved, as follows:

(1) Transponders can be Read on all Facilities. The transponders utilized or to be utilized by any one Agency can be read by, and are fully functional with, the transponder technologies utilized by all other Agencies; and

(2) All Facilities Can Read All Transponders. Conversely, the transponder technology utilized or to be utilized by any one Agency can read and properly process the transponders utilized by all other Agency; and

(3) Nondiscriminatory and Seamless to all Patrons on all Facilities. The patrons of any one Agency can utilize their transponders on all other Agencies' facilities in a manner that is nondiscriminatory (that is, tolls and charges are identical to those assessed the transponder patrons of the owner/operator of the facility) and seamless (that is, subject to the terms of this Agreement, including the concluding sentence of Section 2.B. and Section 2.D below, the patron is able to use his/her transponder on the facilities of the Agencies that did not issue the transponder to the patron without applying for and maintaining an account with the owner/operator of those facilities).

(4) Payment of Tolls. When an Agency on whose Toll Facilities a toll is incurred (a "Visited Agency") determines through a transponder or license plate that the vehicle incurring the toll is associated with an account maintained with another Agency (the "Home Agency") and that the transponder is valid on the tag validation list that is active at the time of the transaction and the Home Agency receives the transaction within 10 days of the transaction date, the Home Agency will owe the applicable toll to the Visited Agency, and the Home Agency will forward the toll payment to the Visited Agency, regardless of whether the patron's account with the Home Agency contains adequate funds to pay the toll. If the Home Agency receives a transaction more than ten days but less than or equal to sixty (60) days from the transaction date, the transaction will be paid by the Home Agency subject to the availability of funds in the account.

B. Physical Network. The Agencies agree to establish network connectivity with sufficient capacity to satisfy the requirements of the Interoperability Business Requirements ("IBRs").

C. Advancement of Interoperability. As of the Effective Date of this Agreement, interoperability (as defined above) is based on transponder technology (which may include, with

respect to the 6C protocol, license-plate matching based on transponder-linked customer accounts). In their (1) development and implementation of transponder technologies for their facilities, (2) promulgation of rules or standards, and (3) contracting with other toll authorities or with vendors, the Agencies agree to support and advance the interoperability (as defined above) of their electronic toll collection systems. To that end, except as expressly provided herein, the Agencies shall each issue only transponders that are interoperable (as defined above) with the transponder technologies utilized by all other Agencies, and each Agency will utilize a transponder technology on its facilities that ensures the interoperability (as defined above) of the transponders issued by all other Agencies.

D. Continuing Cooperation and Dialogue. The Agencies shall work collaboratively in the evaluation and implementation of new transponder technologies and in their migration from existing to new technologies so as to support and advance interoperability (as defined above).

E. No Limitations on Vendors, Technologies, Etc. Nothing contained in this Agreement shall obligate an Agency to utilize any particular vendor, technology, transponder or system, provided that the provisions hereof are satisfied.

F. Limited Exceptions. Notwithstanding the foregoing provisions in this Section 2, the Agencies acknowledge and agree that:

(1) ATA Protocols. KTA, OTA, and the Southeast Entities neither currently nor in the future will be required under this Agreement to recognize American Trucking Associations (ATA) protocol transponders;

(2) 6C Protocols. As of the Effective Date of this Agreement, a certain transponder protocol ("6C protocol") used by one or more Agencies ("6C Agencies") is not interoperable on all other Agencies' toll facilities. An Agency operating a facility on which 6C protocol transponders are not interoperable will, at such Agency's sole option, (a) alter its equipment to permit 6C protocol transponders to be interoperable on its facilities, (b) in accordance with this Agreement, utilize license-plate images to identify a vehicle associated with a 6C Agency's account and use such information to receive payment for that vehicle's travel on such Agency's facility, or (c) to the extent that an Agency cannot reasonably alter its equipment and does not have the ability to capture license-plate images at the toll lane to match to a 6C Agency's account, request that each 6C Agency inform its account holders that the 6C Agency's transponders cannot be used for toll transactions on the requesting Agency's facility; or (d) in accordance with such Agency's applicable cash-payment requirements for other vehicles, offer a cash-payment option to vehicles equipped with 6C protocol transponders. Each 6C Agency agrees to comply with any such request; however, nothing in this subsection shall be deemed consent or approval to the current or future use of 6C protocol transponders by any Agency that is not at the Effective Date of this Agreement a 6C Agency; and

(3) Certain OTA Transactions. The Agencies will comply with the provisions regarding OTA's "System Match and System Reclassification Transactions" set out in Attachment B attached hereto and made a part of this Agreement for all purposes.

3. COLLABORATION REGARDING INTEROPERABILITY

The Agencies agree to promote and achieve interoperability as defined herein. The Agencies agree to consult with each other from time to time as needed, to discuss operational issues

pertaining to interoperability under this Agreement, discuss improvements to enhance interoperability, plan for expected changes in toll -collection technology and practices that may affect interoperability, and similar issues. The Agencies recognize that although current interoperability practices are transponder based, future interoperability opportunities during the term of this Agreement may include non-transponder based options and/or transponder-based alternatives to transponder technologies currently used by various Agencies. The Agencies agree to work together to incorporate one or more of these options and/or alternatives at the appropriate time as provided in Section 8, understanding that all Agencies will not necessarily implement any particular option simultaneously and that an Agency may elect to not implement certain options due to technical or financial limitations.

4. BUSINESS REQUIREMENTS AND INTERFACE CONTROL DOCUMENTS

The Agencies agree to install, support, and integrate a system including a set of interoperable interfaces as part of their respective toll collection systems. The Agencies further agree to operate the interoperable components of their toll collections systems in accordance with the IBRs and the Interface Control Documents ("ICDs") agreed upon in connection with the adoption of this Agreement, as they may be amended in accordance with Section 8 of this Agreement.

5. NO FULL FAITH AND CREDIT

Notwithstanding anything to the contrary contained in this Agreement (including, without limitation, Section 2.A.(4)), nothing herein shall impose an obligation on any Agency that would be considered a debt (as that term is used in the applicable state Constitutions, statutes, case law, or regulations of the respective governmental Agencies) requiring the full faith and credit of an Agency's state or that exceeds that Agency's authority to assume such obligation under applicable law or its current agreements with its bondholders. Notwithstanding the foregoing, each Agency agrees to pay the tolls and the fees owed as set forth in Section 2.A.(4), the IBRs and Attachment D, and a failure to make such payments will result in the non-paying Agency being in default and subject to the consequences of a default under Section 6.E of this Agreement.

6. TERM OF AGREEMENT

A. Effective Date. This Agreement is effective and begins when fully executed by the Parties listed on page 1, and the effective date of this Agreement for such purpose (the "Effective Date") shall be the last date entered in the signature blocks for those Parties. Provided, however, the Parties acknowledge that the execution of this Agreement by one or more Central Parties may be delayed or may not occur. In such event, if all but one of the Central Parties execute this Agreement, the Agreement will be effective as between all executing Parties on the last date entered in the signature blocks for all executing Parties, and that date will be the Effective Date with respect to all Parties other than the Central Party that does not execute this Agreement. If such entity thereafter executes this Agreement, the Effective Date as to that entity will be its date of execution. Until an entity executes this Agreement, it shall not be deemed to be a Party to this Agreement. This Agreement shall be effective with respect to any new Agency (hereinafter defined) following the confirmation by the Central Parties and FTE under Section 8 that all terms and conditions to participation as an Agency have been satisfied.

B. Expiration and Automatic Extensions. This Agreement shall terminate five (5) years after the Effective Date, provided that, notwithstanding the foregoing, any Agency may elect at any time to withdraw from the benefits and obligations of this Agreement as provided in Section 6.D. This Agreement shall be automatically renewed for an additional five-year term, unless either the Central Hub or the Southeast Hub does not desire to extend this Agreement and provides the

other Hub with written notice to that effect, which notice must be issued not less than one hundred twenty (120) days before the fifth (5th) anniversary of the Effective Date. Thereafter, this Agreement may be automatically extended for a second additional five-year term utilizing the same process described in the preceding sentence upon the fifth (5th) anniversary of the effective date of the first additional five-year term. If an Agency desires to withdraw from this Agreement when a renewal as described above becomes effective, then, notwithstanding Section 6.D., the withdrawing Agency shall not be liable to any other Agency for costs the other Agency incurs as a result of the withdrawing Agency's withdrawal.

C. Periodic Review of Agreement. Although an Agency may at any time propose modifications to this Agreement, the IBRs, and the ICDs, each Agency agrees to review the terms of this Agreement, the IBRs, and the ICDs every five (5) years during the term of this Agreement to consider if changes are advisable based upon the then current interoperability landscape, tolling business practices, etc. Modifications to this Agreement, the IBRs, and the ICDs will be governed by Section 8

D. Withdrawal by an Agency. Any Agency may withdraw from and terminate its participation in this Agreement at any time with or without cause effective one hundred and twenty (120) days after that Agency provides written notice of its intent to withdraw and terminate to all other Agencies (the "Remaining Agencies"). Such termination shall not release either the terminating Agency or the Remaining Agencies from liability for events occurring or obligations arising before the date of the termination. Further, the terminating Agency shall be liable to the Remaining Agencies for any direct costs they reasonably incur as a direct result of the terminating Agency's withdrawal. However, any other Agency may in its sole and absolute discretion waive or modify costs or other liability owed to it by the withdrawing Agency. Such costs could include (as examples only, not as limitations): costs to remove the terminating Party's connectivity from its Hub or costs to notify the Remaining Agency's account holders that their transponders may not be used to pay tolls on the withdrawing Agency's Toll Facilities.

E. Termination of Other Agency's Rights for Cause. Following the affirmative vote for termination by a majority of the Agencies that at that time are beneficiaries of and subject to this Agreement, an Agency's direct or third-party rights under this Agreement may be terminated for cause due to such Agency's being in default of its obligations under this Agreement (in which case such Agency will also be responsible for the costs described in the preceding subsection) if the default is not fully cured within 60 days following the giving of written notice of the default to the defaulting Agency. A default hereunder shall include, without limitation, an Agency's material failure to abide by this Agreement or the IBRs, ICDs, or other rules and standards established by the Agencies, or an Agency's failure to pay, when and as due, tolls, costs and fees for which it is responsible. The rights of an Agency that is a third-party beneficiary under this Agreement may be terminated as described above, and such Agency shall be subject to the same obligations and liabilities as if it were a Party whose direct rights were terminated under this subsection.

7. INTEROPERABILITY WITH ADDITIONAL TOLL ENTITIES:

A. Additional Agencies. The Parties anticipate that additional toll entities may hereafter desire to establish interoperability (as defined in this Agreement) with the existing Agencies by entering into an agreement with the Central Parties for participation in the Central Hub or an agreement with FTE for participation in the Southeast Hub. Such an additional toll entity will be referred to as a "new Agency." The Agencies agree to act in good faith to propose standards, requirements, schedules and other provisions for permitting an additional toll entity to become a new Agency. Such proposals shall be considered, and if applicable, adopted, as

provided in Section 8. However, at a minimum, such standards will require in-lane testing of each new Agency's transponders on the facilities of all existing Agencies and vice-versa to ensure interoperability. In addition, reasonable time must be provided to allow all of the affected Agencies to make changes to their respective back-office systems and protocols and to the Hubs to ensure interoperability between the existing Agencies and the new Agency. Before any such agreement becomes effective in a manner that affects any Agency that participates in the "other" Hub, the Agencies using the "other" Hub must have approved, under Section 8, the new Agency's participation in the benefits and obligations of this Agreement. In addition to any other criteria the Agencies deem appropriate, the new Agency's transponders, toll-equipment, and information-sharing protocols and systems must be fully interoperable with the existing Agencies', toll-equipment, and information-sharing protocols and systems (e.g., before a new Agency enters into the Central Hub Agreement, the Southeast Entities must determine under Section 8 that the transponders, toll-equipment, and information-sharing protocols and systems of the new Agency and the Southeast Entities are interoperable or the Southeast Entities must be willing to process tolls using alternative methods acceptable to them, such as, but not limited to, using license plates to match a transaction to a 6C Agency transponder account). However, a potential new Agency shall not be disqualified solely because 6C protocol transponders are not interoperable on that additional toll entity's facilities. Any new Agency whose facilities are not interoperable with 6C protocol transponders shall exercise the same options regarding 6C protocol transponders as are available to all similarly situated Agencies under Section 2.F.(2).

B. Additional Hubs. If toll entities that have established interoperability through a hub other than the Central Hub or Southeast Hub desire interoperability with the Central Parties and Southeast Entities, the Agencies agree to attempt to negotiate an agreement with the entities using such other hub to permit interoperability among all such hubs on terms that are consistent with those contained in this Agreement.

C. Non-governmental Entities. No non-governmental tolling entity ("NGTE") may be a Party to this Agreement. However, subject to Subsection 7.A. and this Subsection 7.C, an NGTE may participate in the benefits of and be responsible for the obligations under this Agreement as a Southeast Entity, on the following conditions: (1) the NGTE must enter into a written agreement with FTE to process transactions through the Southeast Hub, and (2) the NGTE must expressly acknowledge and agree in writing for the benefit of all other Agencies that (a) the NGTE has fully reviewed, supports, and will comply with and be subject to this Agreement, (b) unless otherwise expressly set forth in this Agreement, any provision of this Agreement that is applicable to FTE in its capacity as a Party also shall be applicable to the NGTE as a third-party beneficiary of the terms of this Agreement, (c) as a condition to enjoying the benefits of this Agreement, the NGTE shall also be obligated to fulfill the obligations of an Agency as set forth in this Agreement, and (d) by accepting any benefit under this Agreement, the NGTE shall be deemed to have agreed to fulfill all Agency obligations applicable to it under this Agreement.

D. Transmission through "Local" Hubs Required; No Overlapping Hub Service Areas.

(1) The Central Parties agree that for a toll entity to be considered for participation as a party to the Central Hub Agreement, the toll entity in question (the "Proposed Central Party") either (a) must reside in a state where another Central Party resides; or (b) must not reside in a state where any other toll entity (excluding the Proposed Central Party) resides that uses a hub other than the Central Hub to transmit toll transactions to and from other toll entities that participate in one or more other regional toll processing hubs. The conditions in this subparagraph are merely prerequisites to

participation in the Central Hub Agreement; their satisfaction will not automatically entitle a party to become a party to the Central Hub Agreement.

(2) FTE agrees that a for a toll entity to be considered for participation as a party to an agreement with FTE to use the Southeast Hub: the toll entity in question (the "Proposed Southeast Entity") either (a) must reside in a state where another Southeast Entity resides; or (b) must not reside in a state where any other toll entity (excluding the Proposed Southeast Entity) resides that uses a hub other than the Southeast Hub to transmit toll transactions to and from other toll entities that participate in one or more other regional toll processing hubs. The conditions in this subparagraph are merely prerequisites to participation in an agreement with FTE to use Southeast Hub; their satisfaction will not automatically entitle a party to become a party to such an agreement.

(3) To the extent a transaction cannot be processed through the Central US Hub or the Southeast US Hub, each Agency may pursue violation toll revenue through any industry means available.

(4) A toll entity shall be deemed to reside in a state if it is created and operates under the laws of that state.

8. MODIFICATIONS TO OPERATING PROCEDURES

A. Matters Subject to Modification under this Section. The Agencies acknowledge and agree that during the term of this Agreement, technical, procedural, and other issues regarding interoperability will arise that are not currently foreseeable or cannot be addressed in detail in this Agreement. Therefore, the Agencies agree to comply with the following procedures to make modifications regarding the following matters:

- (1) IBRs
- (2) ICDs
- (3) Transaction fees payable by a Visited Agency
- (4) Requirements for or modifications to physical network infrastructure components that affect more than one Agency
- (5) Requirements for permitting new Agencies to participate in the benefits and obligations of this Agreement
- (6) Adoption of new technologies pertaining to interoperability among the Agencies
- (7) Modifications to this Agreement
- (8) Terms and conditions for an Agency's reinstatement to participate in the benefits and obligations of this Agreement after its participation is suspended or terminated due to a default of its obligations hereunder

Subject to any Agency's right to withdraw from the rights and obligations of this Agreement, actions and decisions adopted as described in this section will be binding on all Agencies.

B. Proposals. The items listed in Section 8.A. will be collectively referred to as "Operating Procedures." Each Agency will review the Operating Procedures periodically for possible modifications as its business and/or technical needs change. An Agency may submit a proposal to update the Operating Procedures. A proposal shall be submitted first to the other members of the proposing Agency's Hub. If, under the procedures described in Section 8.C., the Agencies that are members of the proposing Agency's Hub choose to submit the proposal to the

other Hub's Agencies, the proposal will be submitted to the other Hub's Agencies. If, under the procedures described in Section 8.C., the Agencies that are members of the Hub to which a proposal is submitted determine to adopt the proposal, then the Operating Procedures will be modified as set forth in the proposal. Alternatively, the members of the Hub to which a proposal is submitted may submit to the originating Hub modifications to the original proposal. A proposal and any modifications to a proposal must be in writing and must clearly describe in detail the proposed revision or addition to the Operating Procedures. A proposal must also include a rationale for the proposal.

C. Approval Processes. The member Agencies of each Hub will determine among themselves the procedures and requirements to be followed in determining if (1) a proposal should be submitted to the other Hub for consideration, (2) a proposal received from the other Hub should be approved, (3) a counter-proposal should be returned to the members of the Hub that originally offered the proposal, or (4) the addition of a new Agency as proposed by the other Hub. Subject to any Party's right to withdraw from this Agreement on the terms set forth herein, if (1) a Hub submits a proposal or counter-proposal to the other Hub, then the submitting Hub and all Agencies that are members of the submitting Hub will be deemed to have approved and agreed to comply with the submitted proposal or counterproposal if it is approved by the other Hub, (2) a Hub approves a proposal or counterproposal submitted to it, then all the Agencies will be deemed to have approved the proposal or counterproposal, and (3) a Hub approves, modifies or rejects the recommendation of a new Agency submitted to it, then all the Agencies will be deemed to have approved the response provided by the Hub.

D. Effectiveness. A change to the Operating Procedures approved by both Hubs will be effective one hundred eighty (180) days following the promulgation of the final version approved by the Hubs, unless the agreed proposal includes a different effective date; provided, however, that any two (2) or more Agencies may, by mutual agreement, agree to implement such changes as between themselves at an earlier date at their own expense when such changes do not directly and adversely affect any other Agency.

E. Maintenance of Agreement and Operating Procedures. FTE and NTTA will jointly maintain current versions of this Agreement and all Operating Procedures and will be responsible for providing current versions to all of the other Agencies.

9. TRADEMARK LICENSE AGREEMENT

Each Agency will enter into a Trademark License Agreement in the form attached hereto as Attachment C. Any toll entity that later becomes an Agency shall execute such Trademark License Agreement.

10. CONFIDENTIALITY OF INFORMATION

As long as the Agencies' exchange of customer information consists only of information specified in the ICDs, each Agency may release to persons or entities not involved in the interoperability process information in connection with another Agency's customer information or transactions involving another Agency's customers only to the extent required by applicable law. If Agencies find it necessary or convenient to exchange additional customer information, then additional procedures protecting such customer information from disclosure must be included in an amendment to this Agreement or in a separate agreement between the affected Agencies before actually exchanging the additional customer information.

11. MISCELLANEOUS PROVISIONS

Transfer of Interests. A Party's or Agency's direct or indirect rights, obligations, or interests under this Agreement are not transferable or assignable.

A. Payment for Other Services. From time to time, an Agency may incur costs to provide services for the benefit of the other Agencies. Prior to providing such services, the affected Agency shall define the necessary services, determine the allocation of costs between the Agencies, and obtain approval of cost allocations from each Agency. Agencies shall pay their respective costs within 90 days of invoice or as otherwise agreed between each Agency with respect to those Agencies' transactions.

B. Notices. All written notices, demands, and other papers or documents to be delivered to under this Agreement shall be delivered as follows, or to such other place or places and/or other email addresses as the Agencies may designate by written notice delivered to the other Agencies; any notice, demand, change of address, etc., may be delivered by email to the email address shown below, provided it is followed by a paper copy sent to the applicable address shown below; so long as the requirement for transmitting a paper copy is satisfied, a notice, demand, etc., sent by email shall be deemed delivered upon the sender's receipt of confirmation that the recipient has received and opened the sent message.

To TxDOT:

Texas Department of Transportation
TxTag Customer Service Center
12719 Burnet Road
Austin, Texas 78727
Attention: Director Toll Operations Division, Richard Nelson
Email: Richard.Nelson@TxDOT.gov

To NTTA:

If by courier, hand delivery, or overnight service, to:

North Texas Tollway Authority
5900 West Plano Parkway
Plano, Texas 75093
Attention: Assistant Executive Director of Operations
Email: JHofmann@NTTA.org

If by any other service, to:

North Texas Tollway Authority
P.O. Box 260729
Plano, Texas 75026
Attention: Assistant Executive Director of Operations
Email: JHofmann@NTTA.org

To Harris County:

The Harris County Commissioners Court
1001 Preston, 9th Floor
Houston, Texas 77002
Attention: Clerk of Commissioners Court
Email: Lisa.Castaneda@HCTRA.org

and

Harris County Toll Road Authority
7701 Wilshire Place Drive
Houston, Texas 77040-5326
Attention: Executive Director
Email: Lisa.Castaneda@HCTRA.org

To CTRMA:

Central Texas Regional Mobility Authority
3300 N IH-35, Suite 300
Austin, Texas 78705
Attention: Director of Operations
Email: TReilly@CTRMA.org

To GPTRA:

Fort Bend Grand Parkway Toll Road Authority
C/O The Muller Law Group
16555 Southwest Freeway, Suite 200
Sugar Land, TX 77479
Email: MikeStone@MikeStoneAssociates.com

To KTA:

Kansas Turnpike Authority
9401 E Kellogg
Wichita, KS 67207
Attention: Director of Technology
Email: BMeisch@KSTurnpike.com

To OTA:

If by courier, hand delivery, or overnight service, to:

Oklahoma Turnpike Authority
3500 Martin Luther King Avenue
Oklahoma City, OK 73111

If by any other service, to:

Oklahoma Turnpike Authority
PO Box 11357
Oklahoma City, OK 73136
Attention: Assistant Executive Director of Toll and Pikepass Operations
Email: DMachamer@Pikepass.com

To FTE:

Florida's Turnpike Enterprise
Attention: Executive Director
Milepost 263, Building 5315
Turkey Lake Service Plaza
Ococee, FL 34761
Email: Diane.Scaccetti@dot.state.fl.us

To NCTA:

Executive Director
Turnpike Authority
North Carolina Turnpike Authority
1 South Wilmington Street
1578 Mail Service Center
Raleigh, NC 27699-1578

To SCDOT:

SCDOT:
Secretary South Carolina Department of Transportation
955 Park Street
Columbia, SC 29201

and

Southern Connector:
Southern Connector
Attention: Peter Femia
PO Box 408
Piedmont, SC 29673

To SRTA:

Executive Director
State Road and Tollway Authority
245 Peachtree Center Ave NE, Ste. 400
Atlanta, GA 30303

C. FTE's Role. FTE will serve as the single point of contact between the SE Entities and the other Parties with regard to matters governed by Section 7 and Section 8. Without limiting

the foregoing, a proposal regarding a new Agency or Operating Procedures that the Central Hub Agencies desire to propose to Southeast Hub Agencies will be transmitted to the SE Entities by submitting the proposal to FTE, and FTE agrees to convey the proposal to all the SE Entities. Similarly, any proposal regarding a proposed new Agency or modifications to Operating Procedures that originates with the Southeast Hub shall be transmitted to the Central Hub Agencies by FTE. All other matters governed by this Agreement, including, but not limited to, the resolution of disputes between two Agencies regarding transactions or other matters that affect such Agencies, will be addressed through the affected Agencies' communicating with each other.

D. Relationship of the Agencies. Nothing in this Agreement is intended to create, nor shall be deemed or construed by the Agencies or by any third party as creating, (A) the relationship of principal and agent, partnership or joint venture between the Agencies or (B) a joint enterprise between the Agencies and/or any other party. Without limiting the foregoing, the purposes for which the Agencies are participating in the benefits and obligations of this Agreement are separate and distinct, and there are no pecuniary interests, common purposes and/or equal rights of control among the Agencies.

E. Successors and Assigns. This Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective Agencies and their legal successors.

F. Severability. If any provision of this Agreement, or the application, thereof to any entity or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other entities or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

G. Written Amendments. Any change in the agreements, terms and/or responsibilities of the Parties hereto must be enacted as provided in Section 8 and memorialized in writing maintained by FTE and NTTA.

H. Limitations. All covenants and obligations of the Agencies under this Agreement shall be deemed valid covenants and obligations of said entities, and no officer, director, or employee of any Agency shall have any personal obligations or liability hereunder.

I. Sole Benefit. This Agreement is entered into for the sole benefit of the Agencies and their respective legal successors, and nothing in this Agreement or in any approval subsequently provided by a party hereto shall be construed as giving any benefits, rights, remedies, or claims to any other person, firm, corporation or other entity, including, without limitation, the public in general.

J. Authorization. By participating in the benefits of this Agreement, each Agency represents that it is fully authorized to perform its obligations as a benefitted Agency, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with its performance of the obligations set forth in this Agreement. Each signatory on behalf of the Parties, as applicable, represents that he or she is fully authorized to bind that entity to the terms of this Agreement.

K. Governing Law. The provisions of this Agreement shall be construed in accordance with the laws and court decisions of the United States of America and of the state in which an action is filed to enforce or interpret this Agreement, including, such state's applicable conflicts of laws principles; provided, however, in the event of a dispute between or among the

Agencies regarding the posting of a charge to a customer's account, the laws of the state in which the account is established shall apply to the dispute.

L. Interpretation and Dispute Resolution. No provision of this Agreement shall be construed against, or interpreted to the disadvantage of, any Agency by any court, other governmental or judicial authority, mediator, or arbitrator by reason of such Agency having, or being deemed to have, drafted, prepared, structured or dictated such provision. Each Agency agrees to proactively attempt in good faith to resolve issues arising out of this Agreement in a timely manner. If agreed by the Agencies affected by a dispute, such Agencies may agree to engage in non-binding mediation by a qualified neutral mediator acceptable to such Parties, in which event each Agency participating in the mediation shall pay for its own costs and legal expenses in connection with the mediation. Notwithstanding anything above to the contrary, the Agencies shall first attempt resolve disputes through one or more scheduled meetings between the Executive Directors (or their designated representatives) of the affected Agencies before advancing a dispute to any formal dispute resolution process.

M. Waiver. No delay or omission by an Agency to exercise any right or power hereunder shall impair such right or power or be construed as a waiver thereof. A waiver by any of the Agencies of any of the covenants, conditions, or agreements to be performed by the others or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement herein contained.

N. Entire Agreement; Existing Agreements Not Superseded. Subject to the following provisions of this section, this Agreement constitutes the entire agreement between the Agencies with respect to the subject matter hereof. There are no representations, understandings or agreements relative hereto which are not fully expressed in this Agreement. This Agreement also supersedes any prior understandings or written or oral contracts between the Agencies respecting the subject matter defined herein. Notwithstanding the foregoing, nothing in this Agreement shall supersede, limit, impair, or otherwise affect the rights and obligations of the Central Parties with respect to the other Central Parties as set forth in the Central Hub Agreement. If any provision of this Agreement conflicts with the provisions of the Central Hub Agreement, the Central Hub Agreement shall control with respect to rights and obligations among and between the Central Parties. Likewise, nothing in this Agreement shall supersede, limit, impair, or otherwise affect the rights and obligations of the Southeast Entities with respect to the other Southeast Entities as set forth in their respective interoperability agreements with FTE. If any provision of this Agreement conflicts with the provisions of such an interoperability agreement, the applicable interoperability agreement shall control with respect to rights and obligations among and between the Southeast Entities.

O. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts, shall constitute one single agreement.

P. Headings. The section headings used in this Agreement are for reference and convenience only, and shall not enter into the interpretation hereof.

Q. Gratuities.

(1) Employees Not to Benefit. Texas Transportation Commission policy mandates that TxDOT employees shall not accept any benefit, gift, or favor from any person doing business with or who reasonably speaking may do business with the State

under this Agreement. The only exceptions allowed are ordinary business lunches and items that have received the advance written approval of the TxDOT Executive Director.

(2) Liability. Any person doing business with or who reasonably speaking may do business with the State of Texas under this Agreement may not make any offer of benefits, gifts, or favors to TxDOT employees, except as mentioned above. Failure on the part of any Party to adhere to this policy may result in the termination of this Agreement.

R. Conflict of Interest. An Agency shall not assign an employee or an authorized representative to a project related to this Agreement if the employee: (A) owns an interest in or is an officer or employee of a business entity that has or may have a contract with the State of Texas or any other Agency relating to this Agreement; (B) has a direct or indirect financial interest in the outcome of work product resulting from this Agreement; (C) has performed services within the last one (1) year (or shorter period if approved by the Agencies) regarding the subject matter of this Agreement for an entity that has a direct or indirect financial interest in the outcome of work product resulting from this Agreement or that has or may have a contract with any Agency; or (D) is a current part-time or full-time employee of any other Agency.

S. No Election of Remedies. In the event of a default by one Agency hereunder, each other Agency shall have the right to pursue any and all remedies available to that other Agency under applicable law.

T. State Auditor's Provision. Any Agency may conduct an audit or investigation of another Agency, after substantiating good cause for the same. With reasonable advance notice, the Agencies may audit each other's books and records that directly relate to the subject matter of this Agreement. An Agency that is the subject of an audit or investigation must provide the respective Agency auditor with access at reasonable times during regular business hours to any information such auditor considers relevant to the investigation or audit.

U. No Liability for Third-Party Vendor Defaults. One or more of the Agencies may support the performance of the services and the achievement of the benefits described in this Agreement through that Agency's or Agencies' execution and administration of one or more contracts with third-party vendors and consultants. Notwithstanding anything to the contrary contained in this Agreement or otherwise, except for all actual tolls payable to the Agency to which such toll is owed, any such Agency or Agencies shall have no liability or responsibility of any kind to the other Agencies resulting from the failure to perform or other default of any third-party vendor or consultant under any such contract, and the other Agencies do hereby release and discharge any such Agency or Agencies from any liability or responsibility therefor (other than the actual tolls payable to the Agency to which such toll is owed).

V. If the exchange of motor vehicle registration or license plate information is ever used to carry out this Agreement, each Agency agrees that such information may not be used for any purpose other than (1) toll collection and toll collection enforcement; and (2) law enforcement purposes on request by a law enforcement agency.

12. ATTACHMENTS AND APPENDICES

This Agreement incorporates the provisions of its several attachments, including (A) **Attachment A**, which describes each Party's authority to enter into this Agreement and includes evidence that each Southeast Entity's has authorized FTE to enter into this Agreement on behalf of such Southeast Entity, (B) **Attachment B**, which describes the requirements regarding OTA System

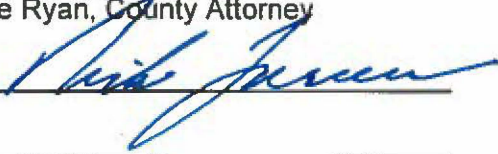
Match and System Reclassification Transactions, (C) **Attachment C**, which is a trademark license agreement between the Agencies, (D) **Attachment D**, which sets forth an initial schedule of transaction fees and other provisions regarding modifications thereof, and (E) **Attachment E** which sets forth the Interoperability Business Requirements (including Interface Control Documents attached thereto). All Attachments to this Agreement are incorporated into and made a part of the Agreement for all purposes. Any capitalized term used in this Agreement that is not expressly defined herein shall have the meaning given to that term under the IBRs. The Central Parties and FTE (for itself and the Southeast Agencies) to comply with requirements of Section 8 in connection with the modification from time to time of certain of the attachments to this Agreement.

[remainder of page intentionally blank; signature pages follow]

HARRIS COUNTY

By  Date MAY 23 2017
Ed Emmett
County Judge

APPROVED AS TO FORM:
Vince Ryan, County Attorney

By: 
Nick Turner
Assistant County Attorney

NORTH TEXAS TOLLWAY AUTHORITY

By _____ Date _____
Gerald Carrigan
Executive Director / CEO
North Texas Tollway Authority

ATTEST:

By _____
Lorelei Griffith, Secretary

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By _____ Date _____
Mike Heiligenstein
Executive Director
Central Texas Regional Mobility Authority

APPROVED AS TO FORM:
General Counsel to the CTRMA

By: _____

FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY

By _____ Date _____
Dr. James D. Condrey
Chairman, Board of Directors
Fort Bend Grand Parkway Toll Road Authority

APPROVED AS TO FORM:
General Counsel to the GPTRA

By: _____

THE TEXAS DEPARTMENT OF TRANSPORTATION

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
James M. Bass
Executive Director
Texas Department of Transportation

KANSAS TURNPIKE AUTHORITY

By _____
Steve Hewitt
Chief Executive Officer
Kansas Turnpike Authority

Date _____

APPROVED AS TO FORM:
General Counsel to the KTA

By: _____

OKLAHOMA TURNPIKE AUTHORITY

By _____
Tim J. Gatz
Executive Director
Oklahoma Turnpike Authority

Date _____

APPROVED AS TO FORM:
General Counsel to the OTA

By: _____

FLORIDA TURNPIKE ENTERPRISE

By _____
Dianne Gutierrez-Scaccetti
Executive Director
Florida's Turnpike Enterprise

Date _____

APPROVED AS TO FORM:
General Counsel to the FTE

By: _____

ATTACHMENT A

LEGAL AUTHORITY

This Agreement is entered into by the Parties under the authority granted to them by their respective states, and each Party represents to the other Parties that it has all required legal authority and is authorized to enter into and perform its obligations under this Agreement.

The Board of Directors of NTTA, by resolution dated _____, has authorized NTTA to enter into this Agreement and perform its obligations hereunder **(Attachment A-1)**.

The Commissioners Court of Harris County, by order dated _____, has authorized Harris County to enter into this Agreement and perform its obligations hereunder **(Attachment A-2)**.

The Board of Directors of CTRMA, by resolution dated _____, has authorized CTRMA to enter into this Agreement and perform its obligations hereunder **(Attachment A-3)**.

The Commissioners Court of Fort Bend County, by order dated _____, has authorized GPTRA to enter into this Agreement and perform its obligations hereunder **(Attachment A-4)**.

The Board of Directors of KTA, by resolution dated _____, has authorized KTA to enter into this Agreement and perform its obligations hereunder **(Attachment A-5)**.

The Authority Members of OTA, by approval of agenda item number _____ dated _____, has authorized OTA to enter into this Agreement and perform its obligations hereunder **(Attachment A-6)**.

The Texas Transportation Commission by resolution dated _____, has authorized TxDOT to enter into this Agreement and perform its obligations hereunder **(Attachment A-7)**.

Executive Director of FTE represents that she has the authority to enter into this Agreement on behalf of FTE and to bind FTE to perform its obligations hereunder.

Each Southeast Entity authorizes FTE to enter into this Agreement on behalf of such Southeast Entity and to bind that Southeast Entity to perform its obligations hereunder **(Attachment A-8)**.

Attachment B

OTA System Match and System Reclassification Transactions

1. Background.

(a) System Matched Transactions. On certain Oklahoma turnpikes a vehicle transponder must be read by OTA's PIKEPASS system at both turnpike entry and exit points to calculate the toll charge based on actual travel by the vehicle. These turnpikes include the Turner, Will Rogers, Creek, Kilpatrick, and Cherokee Turnpikes. If a transponder is not read at both the point of entry and point of exit on these turnpikes, the PIKEPASS system will utilize the known read location(s) to calculate a toll charge, which may equal, but will not exceed, the maximum toll payable on that turnpike, based on the classification of the vehicle. These transactions are referred to as "System Matched Transactions." When submitting a System Matched Transaction generated by a transponder issued by a Party other than OTA, OTA agrees to identify the System Matched Transaction to the other Party.

(b) System Reclassification Transactions. Classification equipment at selected locations on OTA's Turnpikes can detect the number of axles on a vehicle. The number of axles is compared to the vehicle class shown on the Parties' tag validation list. If the number of axles detected by OTA differs from the vehicle class in the tag validation list, OTA will calculate the toll rate for the transaction based on the number of axles detected by OTA's classification equipment. These transactions are referred to as "System Reclassification Transactions." When submitting a System Reclassification Transaction generated by a transponder issued by a Party other than OTA, OTA agrees to identify the System Reclassification Transaction to the other Party.

2. Notification to Account Holders.

(a) KTA and NTTA. Provided OTA has provided KTA and NTTA, respectively, with proper and adequate notice of a System Match Transaction and/or System Reclassification Transactions, KTA and NTTA each agrees to identify such transaction on its customers' toll statements and inform those customers that they must review each such transaction and notify OTA of any toll charges inconsistent with the customer's actual travel within thirty (30) days of their toll statement date. NTTA and KTA may satisfy this obligation by referring customers to either an OTA website that contains all pertinent information about System Matched Transactions and System Reclassification Transactions or the PIKEPASS Customer Service Center (or both). OTA must give its prior written approval to the form of NTTA's and KTA's communications with respect to such transactions before such communication is utilized unless such form has previously been authorized by OTA in writing.

(b) All Other Parties. Each Southeast Entity and each Party other than NTTA and KTA (and OTA) shall include a conspicuous notation on its customers' statements of toll charges that contain charges for OTA transactions, as follows:

Travel on the Oklahoma Turnpike System may include "System Match" and/or "System Reclassification" transactions, which may result in incorrect toll charges. For additional information on these types of transactions, including how to determine whether your statement includes such transactions, please visit PIKEPASS FAQs at <https://www.pikepass.com/pikepass/Faqs.aspx>.

(c) OTA's Notification Obligations. OTA agrees to provide complete and correct information at all times to customers of other Parties that make inquiries regarding System Matched Transactions and/or System Reclassification Transactions using any of the methods specified above or any other method specified by OTA. OTA shall promptly correct any incorrect toll charges assessed against any customer of another Party.

ATTACHMENT C

TRADEMARK LICENSE AGREEMENT

THIS TRADEMARK LICENSE AGREEMENT ("Agreement") is made by and among the parties that have executed the agreement on the signature pages hereof (each, a "Party" and collectively, the "Parties") to be effective as between any two or more Parties as provided in Section 8.H, below.

RECITALS

WHEREAS, each Party is the owner of valid and subsisting rights in the trademark and logo depicted under that Party's name on Exhibit A attached hereto and made a part of this Agreement and federal registrations therefor (each being referred to in this Agreement as the applicable Licensor's "Mark"), for use as an identifier of that Party's transponders and transponder technology and as an identifier for electronic toll collection services in the United States; and

WHEREAS, each Party desires to obtain from each of the other Parties a fully paid, royalty-free, nonexclusive, non-transferable license to use each other's Mark in connection with interoperable electronic toll collection services ("Licensed Services") among the Parties pursuant to that certain Agreement Regarding Interoperability of Toll Systems and Transponders entered into between certain of the Parties and under which the remaining Parties are third-party obligors and beneficiaries (the "Interoperability Agreement"); and

WHEREAS, under this Agreement, a Party that is granting rights to another Party to use the first Party's Mark shall be referred to as a "Licensor," and each Party that is receiving rights to use a Licensor's Mark shall be referred to as a "Licensee"; and

WHEREAS, each Licensor is willing to grant each Licensee a fully paid, royalty free, non-exclusive, non-transferable, perpetual license to use the Licensor's Mark in connection with Licensed Services upon the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged and accepted by the Parties to this Agreement, the Parties agree as follows:

1. Ownership.

A. Each Licensor agrees that it is the rightful owner of its Mark and the goodwill pertaining thereto for use in providing electronic toll collection services in the United States.

B. Each Licensee agrees that ownership of a Licensor's Mark and the goodwill pertaining thereto shall remain vested in the Licensor that owns the Mark and further agrees never to challenge, contest or question the validity of such Licensor's ownership of the Licensor's Mark or any applications for registration or registrations thereof.

C. Each Licensee agrees that it will take no action inconsistent with a Licensor's ownership of such Licensor's Mark and that all use of any Licensor's Mark by a Party in its capacity as a Licensee shall inure to the benefit of the Licensor that owns such Mark.

D. Each Party agrees not to challenge, contest or question the validity of this Agreement and not to assist others in doing so.

2. Grant.

A. Each Party, as Licensor, hereby grants to each other Party, as Licensee, a fully paid, royalty free, non-exclusive, non-transferable, license to use the Licensor's Mark for so long as the Licensee is a party to or third-party beneficiary under the Interoperability Agreement; such license shall be used by a Licensor solely in connection with interoperable toll transactions governed by the Interoperability Agreement. Upon the termination or expiration of the Interoperability Agreement, all licenses granted hereunder shall terminate automatically. Upon a Party's withdrawal from the Interoperability Agreement or the termination of a Party's rights under the Interoperability Agreement, the license granted hereunder to that Party shall terminate automatically.

B. Each Licensee agrees that it has no right to use any other Party's Mark except as permitted under this Agreement.

C. Each Licensee agrees to use the Mark in a manner that is consistent with the guidelines attached hereto as Exhibit B ("Guidelines").

3. Quality Control.

A. Each Licensee will maintain a prudent level of quality in Licensed Services offered under the Mark.

B. Each Licensee acknowledges and agrees that each Licensor's reliance upon a Licensee's established quality control practices, reputation and expertise in the conduct of its business prior to the Effective Date, and such Licensee's agreement to maintain the level of quality in offering Licensed Services required under, and otherwise to fully comply with, the Guidelines, is a reasonable means of ensuring the quality of Licensee's services bearing the Mark.

C. For so long as a Licensee continues to maintain service quality as set forth above, as monitored by Licensor from the inspection of Licensed Services appearing in the marketplace, no additional controls shall be deemed necessary; provided, however, that Licensee agrees to comply with the Guidelines and all laws and regulations applicable to Licensee in offering the Licensed Services.

4. Independent Parties.

A. All Parties agree that this Agreement does not create a fiduciary relationship between them and that nothing in this Agreement is intended to make any Party an agent, legal representative, subsidiary, joint venturer, partner, employee or servant of any other Party for any purpose whatsoever.

B. No Party is authorized by this Agreement to make any contract, agreement, warranty or representation, or to create any obligation, express or implied, on behalf of another Party by virtue of the Licensor/Licensee relationship between any two Parties, and no Party shall either represent that it has the right so to act or do so.

C. Each Licensee agrees that it:

(1) is wholly responsible for, and no Licensor will have liability for, Licensed Services offered by such Licensee under another Party's Mark, and

(2) will be responsible for the actions of its employees, agents, or servants in its use of the other Parties' Marks or in offering Licensed Services under such Marks.

D. Each Licensor shall have the independent right to take any action it may deem necessary, in its sole discretion, to protect and defend itself against any threatened action arising out of a Licensee's use of the Licensor's Mark or Licensed Services offered under that Mark.

5. Policing of the Mark and Infringement

If a Party is named as defendant in any action arising out of its use of another Party's Mark in connection with Licensed Services, such Party agrees to immediately notify the Licensor of the Mark in question. The Licensor of that Mark shall have the right, but not the obligation, to intervene in any such action and control and direct the defense thereof at such Licensor's expense.

6. Term

The term of this Agreement shall be continue for so long as the Interoperability Agreement remains in effect; provided, however, the Licenses granted hereunder and the licensed rights of any particular Licensee with respect to a Mark shall terminate if (a) the Licensee withdraws from the Interoperability Agreement or its rights under the Interoperability Agreement are terminated, (b) the Licensee ceases to do business, or (c) the Licensee fails to abide by the terms of this Agreement and the Guidelines, provided that in such event, the Licensee shall have thirty (30) days after receipt of written notice from a Licensor of any such failure in which to correct or cure any such failure.

7. Assignment and Sublicense

A Licensee may not assign, transfer, or sublicense any of the rights granted herein without the prior written consent of Licensor.

8. Miscellaneous

A. The captions used in this Agreement are for convenience only and do not limit or amplify the provisions of this Agreement.

B. One or more waivers of any covenant, term, or condition of this Agreement by the Parties to this Agreement will not be construed as a waiver of a subsequent breach of the same or any other covenant, term, or condition. No implication or rule of construction may be utilized based upon the identity of the Party drafting this Agreement.

C. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained therein, and no agreement will be effective to change, modify, or terminate this Agreement in whole or in part unless such agreement is in writing and duly signed by the Party against whom enforcement of such change, modification, or termination is sought.

D. If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected.

E. The terms, provision, and covenants contained in this Agreement will inure to the benefit of and be binding upon the Parties, and their respective successors, permitted assigns, and legal representatives.

F. All notices and other communications from one party to the others shall be addressed to the parties at the addresses given in the Interoperability Agreement, as they may be amended from time to time in accordance with the Interoperability Agreement.

G. Each Party acknowledges that the person executing this Agreement on its behalf is duly authorized and empowered to execute this Agreement as a binding and enforceable act of such Party.

H. Upon the execution of this Agreement by any two or more Parties this Agreement shall be deemed fully effective and operative with respect to those Parties.

IN WITNESS WHEREOF, the Parties to this Agreement have executed this Agreement by their duly authorized representatives to be effective as of the Effective Date set forth above.

[NAME OF PARTY]

Date of execution:

By: _____
Print name: _____
Print title: _____

[NAME OF PARTY]

Date of execution:

By: _____
Print name: _____
Print title: _____

[NAME OF PARTY]

Date of execution:

By: _____
Print name: _____
Print title: _____

[NAME OF PARTY]

Date of execution:

By: _____
Print name: _____
Print title: _____

Date of execution:

[NAME OF PARTY]

By: _____

Print name: _____

Print title: _____

Date of execution:

[NAME OF PARTY]

By: _____

Print name: _____

Print title: _____

Date of execution:

[NAME OF PARTY]

By: _____

Print name: _____

Print title: _____

Date of execution:

[NAME OF PARTY]

By: _____

Print name: _____

Print title: _____

EXHIBIT A

TRADEMARKS AND LOGOS

[FOLLOW THIS COVER SHEET]

NTTA

NTTA®

NORTH TEXAS TOLLWAY AUTHORITY



HCTRA



CTRMA



CENTRAL TEXAS
Regional Mobility Authority

GPTRA



KTA



OTA



**OKLAHOMA
TURNPIKE
AUTHORITY**

PIKEPASS™

TxDOT



CCRMA (through CTRMA)



Effective Mobility. . . . From Borders To Beaches

CRRMA (through CTRMA)



CAMINO REAL

REGIONAL MOBILITY
AUTHORITY

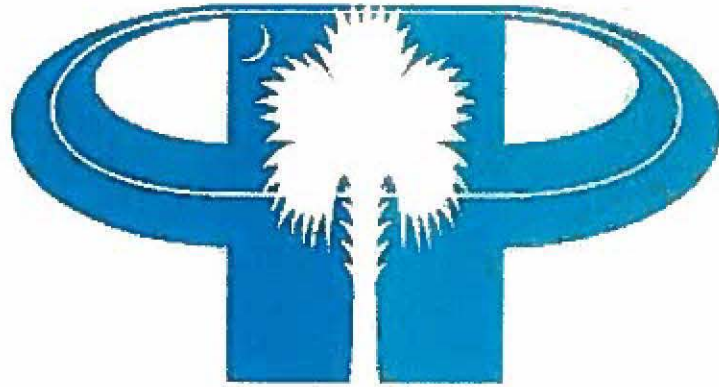
NETRMA (through CTRMA)



SunPass (all Florida tolled facilities)



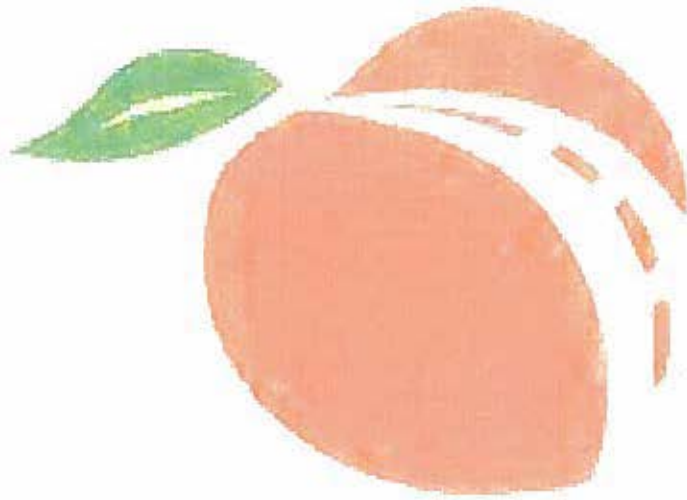
SCDOT



Palmetto Pass

SOUTH CAROLINA

SRTA



PEACH PASS

Keep Moving.

NCTA



EXHIBIT B

GUIDELINES

These Guidelines are a part of that certain Trademark License Agreement to which they are attached. Any term used in these Guidelines that is not expressly defined in these Guidelines has the meaning given to the term in the Trademark License Agreement.

- The registration symbol ® should be used with each Mark (whether a trademark [e.g., "TxTag®"] or a logo [e.g., ®]) at least once on any document, either in the most prominent place on the document or in the first place that the Mark appears.
 - In marketing materials, it is preferred that the registration symbol be used on each page of the document (particularly if it could stand alone)
- A Mark cannot be used by itself, with or without the registration symbol, as a noun or product
- If use of a trademark (e.g., "TxTag") by itself (as a noun) is critical or significant to the message presented, then the logo or a tag graphic can be use in place of the trademark
- The trademark must be used as an adjective, and not a noun, and can be used as an adjective with the products and services that Licensee will offer; e.g., TxTag® tag, TxTag® stickers, TxTag® Customer Service Center, TxTag® Program, etc.
- The trademark should not be used in the plural or possessive forms (e.g., "TxTags" or "TxTag's")
- The following statement must be included in documents or visual media referencing a Mark:
 - e.g., TxTag and the TxTag logo are federally registered trademarks of the Texas Department of Transportation.
- The following statement must be recorded in any audio media referencing a mark:
 - [Mark] is a federally registered trademark of [the Mark's Licensor].

ATTACHMENT D

TRANSACTION FEES

- A. This Attachment D shall apply only to transactions incurred when the holder of a transponder account with a Southeast Entity travels on a Toll Facility owned or operated by a Central Party or when the holder of a transponder account with a Central Party travels on a Toll Facility owned or operated by a Southeast Entity. This Attachment D shall not govern transactions incurred when a Southeast Entity's account holder travels on another Southeast Entity's Toll Facility or when a Central Party's account holder travels on another Central Party's Toll Facility; such transactions shall be governed by existing agreements that are exclusively between the Southeast Entities and exclusively between the Central Parties, respectively, as those agreements may be amended or restated from time to time.
- B. Without implying that the meaning of "Agency" used in any other provision of or attachment to this Agreement differs from the definition in Section 1.C. of the Agreement, the term "Agency" as used in this Attachment D has the meaning given to that term in Section 1.C.
- C. Whenever a Visited Agency determines through a transponder or license plate that the vehicle incurring the toll is associated with a valid transponder account maintained with the account's Home Agency, the Home Agency shall owe the applicable toll to the Visited Agency, and the Visited Agency shall owe the Home Agency a transaction fee to compensate the Home Agency for processing the toll transaction.
- D. Transaction fees shall be 3% of the applicable posted toll for travel on the Visited Agency's facility. However, such fee shall be evaluated pursuant to Section 8 of the Agreement; such adjustment may, if agreed to by the Parties, result in a fixed per-transaction fee in lieu of a percentage fee or a combination of a fixed per-transaction fee and a percentage fee.
- E. Subject to the following exception for transaction fee modifications that change the basis for calculating transaction fees, adjustments to transaction fees shall be implemented by all Parties beginning with the next invoice period that begins following a 30 day period after approval of an adjusted fee. For modifications that change the basis for calculating transaction fees, the implementation date for the modification will be as agreed upon by the Parties.

ATTACHMENT E
INTEROPERABILITY BUSINESS REQUIREMENTS
(INCLUDING INTERFACE CONTROL DOCUMENTS)



**SSIOP Business
Rules VERSION 2.7.F**



**SSIOP ICD VERSION
1.20 FINAL RELEASE**

**ORDER OF COMMISSIONERS COURT
 Authorizing Agreement Regarding Interoperability of Toll Systems and
 Transponders**

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on MAY 23 2017, with all members present except none.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING AGREEMENT
 REGARDING INTEROPERABILITY OF TOLL SYSTEMS AND TRANSPONDERS
 CONNECTING THE CENTRAL STATES HUB APPROVED JUNE 14, 2016 TO THE
 SOUTHEAST HUB OPERATED BY THE FLORIDA TURNPIKE ENTERPRISE (FTE)**

Commissioner Cagle introduced an order and moved that Commissioners Court adopt the order. Commissioner Morman seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Ed Emmett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Jack Morman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Steve Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County an agreement regarding Interoperability of Toll Systems and Transponders connecting the Central States HUB approved June 14, 2016 to the Southeast HUB operated by the Florida Turnpike Enterprise (FTE). The Agreement is incorporated by reference and made a part of this order for all intents and purposes as though set out in full word for word.

2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

Presented to Commissioners' Court

MAY 23 2017
 APPROVE clm
 Recorded Vol. _____ Page _____