

#### **Meeting of the Board of Directors**

September 22, 2025 - 1:30 p.m.

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

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

- I. Call to Order and Pledge of Allegiance
- II. Public Input/Public Presentations
- III. Consent Agenda
  - 1. Approval of the Minutes of the August 25, 2025, Board Meeting
- IV. Discussion/Action Items
  - **A. Executive Director Vince Cassidy, Chairman** *Greg Slater, Executive Director* 
    - 1. South Selmon Capacity Project Contract Award

**Purpose**: THEA has completed the design build procurement process for the South Selmon Capacity Project. The technical proposal score and price proposal amount resulted in Archer Western having the highest-ranking design-build team for the project.

Funding: Capital Budget - \$362,108,617

**Action**: Request the Board to approve the award of the South Selmon Capacity project to Archer Western, in the amount of \$362,108,617, and to authorize and direct the Executive Director to execute a contract with Archer Western. The contract is subject to review and approval of THEA Chief Legal Officer.

## **B.** Operations and Engineering – Bennett Barrow, Committee Chair – *Greg Deese, P.E., Director*

#### 1. South Selmon Capacity Project – Stipend Approval

**Purpose:** To encourage competition, THEA funded a \$750,000 stipend payment to each South Selmon Capacity Project proposer who was shortlisted but not selected. Each unsuccessful shortlisted firm must request the stipend.

Funding: Capital Budget - \$1,500,000

**Action:** Request the Board to authorize the Executive Director, upon request, to pay a stipend to Middlesex Corporation and Mastec Civil/Superior Joint Venture, in the amount of \$750,000 each, for a total of \$1,500,000.

## 2. South Selmon Capacity – Project Design and Construction Support – HNTB - \$1,972,562.60

**Purpose:** To provide GEC support for the design-build delivery of the South Selmon Capacity Project through the remainder of FY2026. This includes support for the augmented scope phase, coordinating design reviews, and overseeing contract administration.

Funding: Capital Budget - \$1,972,563

**Action:** Request the Board to authorize the Executive Director to execute a task order with HNTB to support the South Selmon Capacity project through June 30, 2026, in the amount of \$\$1,972,563.

#### C. Legal - Vince Cassidy, Chair - Amy Lettelleir, Chief Legal Officer

## 1. Approval of Final Ranking and Contract Award for the US 301 PD&E Study

**Purpose:** To approve the Evaluation Committee's final ranking of firms and authorize the contract award for the US 301 PD&E Study.

Firm	Ranking
Lochner	1
HDR	2
RS&H	3

**Action:** Request the Board to approve the Evaluation Committee's final ranking for the US 301 PD&E Study and authorize and direct staff to negotiate a contract with the top-ranked firm, Lochner. If negotiations are unsuccessful, staff shall negotiate with the next highest-ranked firm. The contract is subject to review and approval by THEA Chief Legal Officer.

## 2. Approval of the Final Ranking and Contract Award – Miscellaneous Design and CEI Services

**Purpose:** To approve the Evaluation Committee's final ranking and authorize the contract award for miscellaneous design and CEI services.

Firm	Ranking
HDR	1
RK&K	2
EXP U.S. Services, Inc.	3
Burns & MacDonnell	4

**Action:** Request Board to approve the Evaluation Committee's final ranking for miscellaneous design and CEI services and authorize and direct staff to negotiate contracts with the four top-ranked firms. The contracts are subject to review and approval by THEA Chief Legal Officer.

## 3. Approval of the Tampa-Hillsborough County Expressway Authority Interlocal Agreements with the Seminole County and Lake County Tax Collectors' Offices.

**Purpose:** To allow customers to pay THEA tolls to the Seminole County and Lake County Tax Collectors' Offices for the release of registration holds and to provide the procedures for remittance and reporting between the parties.

**Action:** Authorize THEA's Chairman to execute an Interlocal Agreement with the Seminole County Tax Collector's Office.

#### V. Staff Reports

- **A.** Operations & Engineering Brian McElroy, Operations Project Manager II
- **B.** Toll Technology & Customer Experience Gary Holland, Toll Systems Manager

#### VI. Executive Reports

- **A.** Executive Director *Greg Slater, Executive Director* 
  - 1. Contract Renewals and Expirations
  - **2.** Director's Report
- **B.** Chief Legal Officer Amy Lettelleir, Esq.
- **C.** Chairman *Vincent Cassidy*

#### 1. Upcoming Meetings

- Board Meeting October 27, 2025
- Board Meeting December 1, 2025
- VII. Old Business
- VIII. New Business
  - IX. Adjournment

#### Tampa-Hillsborough County Expressway Authority Minutes of the August 25, 2025, Board Meeting 1104 E. Twiggs Street Tampa, FL 33602

The Tampa-Hillsborough County Expressway Authority held a public meeting at 1:30 p.m. on August 25, 2025, at THEA Headquarters, 1104 E. Twiggs Street in Tampa Florida. The following were present:

#### **BOARD:**

Vincent Cassidy, Chairman Bennett Barrow, Vice Chairman Justin Hall, FDOT District 7 Secretary Commissioner Conna Cameron-Cepeda

#### **STAFF:**

Greg Slater
Jeff Seward
Amy Lettelleir
Tim Garrett
Gregory Deese
Raul Rosario
Keisha Boyd
Bob Frey
Shari Callahan

Chaketa Mister Frederick Pekala Gary Holland Brian Ramirez Brian McElroy Judith Villegas Anna Quinones Lisa Pessina

Charlene Varian

#### **OTHERS:**

Sharlene Laircey, Quest
Diane Hackner, Quest
James Van Steenburg, HDR
Steve Ferrell, HDR
Nathan Silva, RS&H
John Generalli, Wells Fargo
James Drapp, HNTB
Hope Scarpinato, PFM
Frank Leto, JP Morgan
Scarlett Sharpe, WSP
Christina Matthews, WSP
Scarlett Sharpe, WSP
Sally Dee, Playbook

Sarah Lesch, Playbook
Michael Valdes, TransCore
Brian Kirkpatrick, RS&H
David Hubbard, Wey Engineering
Matt Betancourt, RS&H
Ryan Aravind, Raymond James
Drew Jenkins, Transp. Control Systems
Len Becker, HNTB
Andrew Derenbeck, ABC
Stephanie McQueen, HDR
Davida Franklin, Quest
Shauna Mudde, Tampa Bay Times
Brad Jones, Infotect

Chairman Cassidy called the meeting to order at 1:30 pm followed by the Pledge of Allegiance.

Public Input/Public Presentations – There was no public input.

#### **Consent Agenda**

Approval of the Minutes of the June 28, 2025, Board Meeting

Approval of Board Member Travel – IBTTA – October 11-14 - Denver, CO - \$3,000

Approval to cancel the November Board meeting and reschedule the December 15 meeting to December 1

**Approval of 2026 Board Meeting and Workshop Dates** 

Chairman Cassidy requested a motion to approve. Secretary Hall moved approval, seconded by Bennett Barrow. The motion carried unanimously.

#### **Discussion/Action Items**

#### Toll Operations, Bennett Barrow, Committee Chair - Raul Rosario, Director

#### **VMware vSphere Licenses**

Mr. Rosario discussed the need for VMware vSphere licenses to allow THEA to use our toll roadside server hardware more efficiently, improve flexibility, and have manufacturer technical support, ensuring that our systems are reliable and quickly recover from issues.

He requested the Board to authorize the Executive Director to execute a task order with TransCore for \$197,413, from the capital budget, to purchase VMware vSphere for the toll system.

Chairman Cassidy requested a motion. Bennett Barrow moved approval, seconded by Commissioner Cepeda. The motion carried unanimously.

#### **Operational Back Office System Implementation Support (OBOS)**

Mr. Rosario presented the OBOS Implementation Support item, noting that BCC Engineering, LLC will provide technical subject matter expert support for the OBOS project through December 31, 2025. This work includes participation in working sessions with the contractor and assisting THEA's team with document reviews and oversight of system configuration and testing.

He requested the Board to authorize the Executive Director to execute a task order with BCC Engineering, LLC for \$95,280, from the capital budget, to provide technical support for the OBOS Implementation Phase.

Chairman Cassidy requested a motion to approve. Bennett Barrow moved approval, seconded by Justin Hall. The motion carried unanimously.

#### **SolarWinds Implementation**

Mr. Rosario's final item was for a comprehensive IT management platform, SolarWinds, which plays a key role in ensuring our cybersecurity posture by detecting suspicious activity, managing user access, and maintaining detailed audit logs for compliance.

The requested action is for the Board to authorize the Executive Director to execute a task order with TransCore for \$65,138, from the capital budget, to implement SolarWinds on the toll system.

Chairman Cassidy requested a motion to approve. Bennett Barrow moved approval, seconded by Justin Hall. The motion carried unanimously.

## Operations and Engineering – Bennett Barrow, Committee Chair – *Greg Deese, P.E.*, *Director*

## Reversible Express Lane (REL) Gate System Replacement Scope Development and Project Support – HNTB

Mr. Deese presented a request for a task order with THEA's GEC to evaluate the needs and requirements for the REL Gate System Replacement Project, develop the scope for the Request for Proposals, and provide technical advisory services during procurement.

The requested action is for the Board to authorize the Executive Director to execute a task order with HNTB in the amount of \$101,012, from the capital budget, to support the procurement of the REL Gate System Replacement Project.

Chairman Cassidy requested a motion to approve. Bennett Barrow moved approval, seconded by Justin Hall. The motion carried unanimously.

#### East Selmon Sign Replacement Project Support – HNTB

Mr. Deese presented the East Selmon Sign Replacement Project support request, noting that this project will update the sign panels to the latest standards and reflective coatings. He further explained that, currently, east of downtown the Selmon Expressway has all the original sign panels from construction in the mid '80s. This includes about 300 post mounted signs and 180 overhead signs. He indicated that this task will be coordinated with the construction of the East Selmon Project and to maximize the reuse of the signage for that project. Additionally, he explained that the sign structures and messaging will be reviewed ahead of that project to ensure improved safety to the traveling public. The task requested today includes support from design through final construction.

Chairman Cassidy asked if the amount is all labor. Mr. Deese responded in the affirmative. The Chairman also asked for an estimate of man hours. Mr. Deese noted that the scope includes about 1100 man-hours spread over five different positions. He pointed out that this is an upset limit task that will be monitored closely, and we will save hours

when we see the opportunity to do so. Mr. Deese indicated that staff will also be thoughtful about where we want to place new signs, looking at the structure, conducting inspections, reviewing messaging, and making sure what we end up procuring can be used to the maximum extent possible once we get to the East Selmon construction project.

Chairman Cassidy noted that his biggest concern is timing. East Selmon construction is two years away, and asked if doing the work now could result in signage being in the wrong location once East Selmon is complete? Mr. Deese explained that the East Selmon Project has a master sign plan, so the signs we use will conform to the needs of the new project.

Chairman Cassidy requested a motion to approve. Bennett Barrow moved approval, seconded by Justin Hall.

Secretary Hall commented that this is a very reasonable for the work, and because it is an upset limit they are only being paid for the hours worked.

The motion carried unanimously.

Commissioner Cepeda proposed incorporating Spanish-language messages on the digital signs. Mr. Deese noted a current ITS project that is expanding our dynamic message signs, and THEA will explore this option. Mr. Slater also noted that the presentation Ms. Villegas will be giving this afternoon on our ITS Master Plan implementation and how we are getting Spanish language into the digital signs.

#### Utility relocation efforts necessary for the South Selmon Capacity Project

The next item presented by Mr. Deese was the utility relocation efforts needed for the South Selmon Capacity Project to mitigate the risk of delay to avoid conflicts with project construction. It includes 10 utility owners we will be working with.

The requested action is for the Board to authorize the Executive Director to execute a task order for the removal and relocation of their utilities for an amount not to exceed \$1,574,798 from the capital budget.

Chairman Cassidy requested a motion to approve. Bennett Barrow moved approval, seconded by Justin Hall. The motion carried unanimously.

#### **Drainage Ditch Clearing – Webber**

Mr. Deese discussed the efforts to clear vegetation and perform grading to maximize positive drainage conveyance in ditches within the Selmon Expressway right of way in the Euclid and El Prado areas.

The requested action is for the Board to authorize the Executive Director to execute a task order with Webber for the removal of vegetation from THEA's drainage ditches for an amount not to exceed \$74,278 from the capital budget.

Chairman Cassidy requested a motion to approve. Bennett Barrow moved approval, seconded by Justin Hall. The motion carried unanimously.

## **Storm Drain Inventory and Assessment - Shenandoah General Construction and Envirowaste Services Group**

Finally, Mr. Deese presented a request to execute task orders with both Shenandoah General Construction and Envirowaste Services Group to perform inspection and desilting services in advance of the South Selmon Capacity Project and portions of the Meridian Avenue system.

The requested action is for the Board to authorize the Executive Director to negotiate and execute task orders with both Shenandoah General Construction and Envirowaste Services Group to desilt and video inspect THEA's storm drains for an amount not to exceed \$302,064 from the capital budget.

Chairman Cassidy requested a motion to approve. Bennett Barrow moved approval, seconded by Justin Hall. The motion carried unanimously.

## Information Technology and Security – Bennett Barrow, Committee Chair – Shari Callahan, Director

## Finance Network Infrastructure Enhancements Task Order – Infotect Design Solutions

Ms. Callahan presented an item to modernize network infrastructure for the finance portion of the network and enhance productivity. The work includes hardware and software in THEA headquarters, as well as the data center. As part of THEA's FY26 Work Program, the Enterprise Resource Planning (ERP) Phase 1 will begin with the upgrade of the accounting and financial environment servers, software, and the equipment needed at headquarters and the disaster recovery center for a replicated environment.

She requested the Board to authorize the Executive Director to sign a task order with Infotect Design Solutions to provide hardware and services to upgrade the finance component of the network infrastructure in the amount of \$70,902 from the capital budget.

Chairman Cassidy requested a motion to approve. Bennett Barrow moved approval, seconded by Justin Hall. The motion carried unanimously.

#### Legal - Vince Cassidy, Chair - Amy Lettelleir, Chief Legal Officer

## Approval of the Evaluation Committee's Recommended Shortlist for the US 301 PD&E

Mr. Lettelleir presented a request to approve the Evaluation Committee's shortlist of firms and authorize staff to begin interviewing shortlisted firms.

Firm
HDR Engineering, Inc.
H.W. Lochner, Inc.
RS&H, Inc.

The requested action is for the Board to approve the Evaluation Committee's recommended shortlist of firms for the US 301 PD&E Project and direct staff to move forward with proposal evaluations and interviews with the shortlisted firms.

Chairman Cassidy requested a motion to approve. Bennett Barrow moved approval, seconded by Justin Hall. The motion carried unanimously.

## **Approval of Final Ranking and Contract Award for Design Services – Final Design of Whiting Street Improvements**

Ms. Lettelleir presented the approval of the final ranking and contract award for design services for the Whiting Street Improvement Project.

The requested action is for the Board to approve the Evaluation Committee's final ranking for design services for the Whiting Street Improvement Project and authorize and direct staff to negotiate a contract with the top-ranked firm, Kisinger, Campo & Associates. If negotiations are unsuccessful, staff shall negotiate with the next highest-ranked firm. The contract is subject to review and approval by THEA Chief Legal Officer.

Firm	Ranking
Kisinger, Campo & Assoc.	93.33
American Structure Point	90.00
Michael Baker International	80.33

Chairman Cassidy requested a motion to approve. Bennett Barrow moved approval, seconded by Justin Hall. The motion carried unanimously.

#### Miscellaneous Design and CEI - Shortlist Selection

Ms. Lettelleir presented the shortlist recommendations of the Evaluation Committee for the Miscellaneous Design and CEI.

Firm
HDR
Consor North America
RK&K
Burns & McDonnell
EXP U.S. Services, Inc.

The requested action is for the Board to approve the Evaluation Committee's recommended shortlist of firms for Miscellaneous Design and CEI services and authorize and direct staff to move forward with proposal evaluations and interviews with the shortlisted firms.

Chairman Cassidy requested a motion to approve. Bennett Barrow moved approval, seconded by Justin Hall.

Chairman Cassidy asked for an example of the type of project for which miscellaneous design and CEI service would be used. Mr. Deese cited the repair on Lakewood Drive as an example for miscellaneous design services. He added that CEI services could be used for some of the smaller upcoming jobs. This gives us flexibility to not have initiate another procurement.

The motion carried unanimously.

#### **Approval of Selection for Construction Services – Selmon Drainage Improvements**

Ms. Lettelleir presented the selection of the firm for construction services for the Selmon Drainage Improvement Project, which includes improvements from west of 22<sup>nd</sup> Street to Falkenburg Road.

The requested action is for the Board to approve the selection of the lowest bid from Sun Civil, LLC in the amount of \$2,197,117 from the capital budget, and to authorize and direct staff to negotiate and execute a contract Sun Civil, LLC. If negotiations are unsuccessful, staff shall negotiate with the next lowest bid firm, Rogar Management & Consulting of Florida, LLC. The contract is subject to review and approval of THEA Chief Legal Officer.

Firm
Sun Civil, LLC
Rogar Management & Consulting of Florida, LLC

Chairman Cassidy requested a motion to approve. Bennett Barrow moved approval, seconded by Justin Hall.

Mr. Slater pointed out that this item is a good example of a project for which we would use miscellaneous design contracts.

The motion carried unanimously.

## Approval of the Tampa-Hillsborough County Expressway Authority Interlocal Agreement with the Martin County Tax Collector's Office

Ms. Lettelleir presented an interlocal agreement with the Martin County Tax Collector that will allow THEA customers to pay tolls to the Martin County Tax Collector's office for the release of registration holds and to provide the procedures for remittance and reporting between the parties. The requested action is for the Board to authorize THEA's Chairman to execute an Interlocal Agreement with the Martin County Tax Collector's Office.

Chairman Cassidy requested a motion to approve. Bennett Barrow moved approval, seconded by Justin Hall. The motion carried unanimously.

#### **Annual Board Elections**

Ms. Lettelleir opened the floor for nominations for the annual Board elections for Chairman, Vice Chairman, and Secretary.

Secretary Hall moved to retain the current slate of officers, seconded by Commissioner Cepeda.

- Chairman Vincent Cassidy
- Vice Chairman Bennett Barrow
- Secretary John Weatherford

Both Chairman Cassidy and Vice Chairman Barrow accepted the nominations. Election of Secretary is contingent upon Mr. Weatherford accepting the nomination.

The motion passed unanimously upon a roll call vote.

#### **Staff Reports**

#### Operations & Engineering – Judith Villegas, ITS Manager

Ms. Villegas provided a brief overview of the East & West Selmon ITS Infrastructure and Grounding Modifications Phased Design Build Project. She reviewed the goals of the project, which are to extend coverage across the expressway, provide more information to customers, regional connection with FDOT District 7, and safety improvements. The scope involves installing ITS devices throughout the expressway and includes ancillary civil, utility, and structural work.

She briefly discussed current camera coverage of the system and where future camera installation will occur.

Ms. Villegas also provided a comparison of a phased design build project delivery method versus the traditional design bid build and design build methods, noting that the phased design build method allows for a fast procurement process, owner control over design, best value pricing, owner/designer/contractor collaboration, and the identification of risks prior to submitting bids. She further explained that the phased design build method provides opportunity for project scope clarification and improvement and allows for the highest level of risk mitigation.

Ms. Villegas gave a quick overview of each phase of the phased design build project delivery method, noting the project milestones that will require Board action. She also pointed out that the guaranteed maximum price (GMP) sets a maximum price for each work package and pricing verification is done by independent cost estimates and through obtaining subcontractor bids and open book cost estimating. In the event an agreement on the GMP cannot be reached during the design phase, the phased design build will take design to 100% for the agreed-upon design price, which will allow THEA to then procure a design bid build contractor – this is the off-ramp Process built into the phase design build method.

Also unique to the phased design build delivery method is work packages will be developed where we can phase the construction and select which packages will be designed first, and each package will have a guaranteed maximum price. If we are unable to negotiate, we have another option to take the design and procure those services. She touched on the independent cost estimator, which allows for two methods of verifying cost to get the best value.

Finally, she reviewed the construction phase, which will be delivered similar to a design build.

Chairman Cassidy asked if the purpose is speed. Ms. Villegas explained it is more about developing a scope together with the designer and contractor. Part of it is we have ITS devices that we will be mounting on the segmental structure, and we know there are risks associated with that. So, we want to bring in someone from both design and constructability to ensure we are identifying and mitigating those risks as a team.

Mr. Slater noted that this is the method FDOT used at the Westshore interchange, and it allows you to develop work packages and bring in those innovative practices collaboratively. He also noted that part of this project is expansion of the DMS boards and referenced back to Commissioner Cepeda's recommendation for Spanishlanguage DMS boards. He asked Judith if that would be possible under this contract. She replied in the affirmative.

There was a brief discussion about DMS sign spacing for maximum effect.

#### Toll Technology & Customer Experience – Gary Holland, Toll Systems Manager

Mr. Holland presented the toll statistics for July 2025. He reported total transactions at 6,692,058, a year over year increase of just over 300,000.

For the different segments of the Selmon Expressway, transactions are up 7% on the West Extension, 6.2% on the West Mainline, 2.3% on the East Mainline, and 19.9% on the REL. Overall, year over year, transactions are up 5.9%.

Finally, he presented the transponder/toll-by-plate transactions which come out to 67% transponder and 33% toll-by-plate.

Chairman Cassidy asked if we know, of the 33% of toll-by-plate transactions, do we know what is local versus out of state. Mr. Holland noted that information could be segmented out and provided at a future date.

#### Communications and Community Engagement – Keisha Pickett Boyd, Director

Ms. Pickett Boyd provided an update on media coverage, noting that the adoption of the FY26 Work Plan generated strong regional media coverage by the Tampa Bay Business Journal, Fox 13, ABC Action News, 10 Tampa Bay, Spectrum News and Yahoo.

She highlighted industry engagements over the past month and touched on publicity metrics, including close to \$700K in earned publicity.

Finally, she noted an increase in social media followers over the past month.

#### **Executive Reports**

#### Executive Director - Greg Slater, Executive Director

#### **Contract Renewals and Expirations**

Mr. Slater updated the Board on two expiring contracts, one with Corcoran Partners for government relations, and the other with Kimley Horn for the Selmon East PD&E. He also made note of a contract renewal, the first oner-year renewal with the University of Arizona for emerging tech.

#### **Director's Report**

Mr. Slater reported on the following:

- The annual presentation to the FTC was successful, with the main discussion points centered around growth in video transactions.
- The SunPass Campaign will soon be underway, targeting approximately 30,000 system users. It will run September-June with bi-monthly benchmark check-ins with the Tolls Team.

- He spoke at the ITS World Congress about how Florida toll agencies are leading in innovating and implementing. He pointed out an interesting statistic 90% of all lane miles added in Florida since the 1990's have been toll facilities.
- THEA is working with the Hillsborough County Tax Collector's office to allow them to clear tolls in an online environment and at their mobile kiosks.
- He reported that he met with the MacDill base commander and THEA will have a presence at MacDill to get some help collecting data around system usage from active-duty service members working on base. The goal is o acquire the right data to help THEA restructure its discount program.
- TPD arrested 2 motorists who were racing at speeds in excess of 100 MPH on the SWE. Both charged under the new super speeder law the result of a measure sponsored by Representative Alvarez.

#### **Team THEA**

Mr. Slater announced that THEA has secured Laura Croft, formerly of TECO, to serve as the PIO community liaison for the South Selmon Capacity Project.

He also recognized Jeff Seward, Chief Financial Officer for five years of service.

Finally, Mr. Slater announced that Moody's Ratings has revised THEA's outlook to positive from stable and has affirmed the A2 rating. He read a quote from the release: "THEA's better than expected leverage forecast and the fact that credit metrics will be more comfortably positioned relative to peers support the positive outlook. The positive outlook is supported by a prudent execution of the capital improvement plan and exemplary liquidity. The positive outlook also acknowledges the sustained strong revenue performance, supported by annual inflation indexed toll rates and strong demand for the authority's toll road as an essential transportation facility." He thanked the Board for their leadership resulting in this achievement.

#### Chief Legal Officer – Amy Lettelleir, Esq.

Ms. Lettelleir noted that each Board member has been provided an ethics form and requested it be signed and returned at the earliest convenience.

#### Chairman - Vincent Cassidy

Chairman Cassidy provided an update to the Board about what he learned at a recent conference in Orlando and the advancements made relative to electric vehicles.

Secretary Hall added that aerial transportation is also gaining traction.

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- Board Workshop September 8, 2025 Cancelled
- Board Meeting September 22, 2025
- Board Workshop October 13, 2025 Cancelled
- Board Meeting October 27, 2025

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No old business.

#### **New Business**

No new business.

#### Adjournment

With no further business, the meeting adjourned at 2:15 p.m.

<b>APPROVED:</b>		ATTEST:					
	Chairman: Vincent J. Cassidy		Vice Chairman: Rennett Barrow				

DATED THIS 22nd DAY OF SEPTEMBER 2025.

#### HNTB PR 2026XXXX

#### SSCP Program Support (10/1/25 - 6/30/26) Scope Of Services

#### **Purpose & Need**

THEA has requested support to provide engineering and management support for overall program management support, plans review, shop drawing reviews, plans revision reviews, permitting support, coordination with other project stakeholders, meeting attendance, supervision and QA/QC for the South Selmon Capacity (SSCP) project during construction.

#### Scope

Services to be performed include:

- 1. Assist THEA with management and delivery of SSCP.
- 2. Assist THEA with facilitation of the ASAP phase for SSCP.
- 3. Assist THEA staff in reviewing plans submittals for the SSCP.
- 4. Assist THEA staff in permitting support for the SSCP.
- 5. Assist THEA staff in reviewing shop drawings and plans revision submittals for the SSCP.
- 6. Assist THEA staff in Project Management support for the SSCP.
- 7. Assist THEA staff in coordination with FDOT, COT, SWFWMD, ACOE, Coast Guard, utilities and others for the SSCP.
- 8. Assist THEA staff in coordination with CSX for the SSCP.
- 9. Assist THEA with Design, Review, Pre-Construction and Construction meetings for the SSCP.
- 10. Provide Supervision and QA/QC on HNTB services for the SSCP.

Subconsultants- Tierra (SBE), Geotechnical Support (\$200,000) Element (SBE), Survey & Utilities Support (\$150,000)

SBE Participation- 17.74%

Services from 10/1/25 - 6/30/26.

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									ATTACHMENT "A"									
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	N: Tampa-Hillsborough Expressway Auth	ority							HNTB PR 2026XXXX									
GEC CONTRACT N	IO. O-00121						S	SCP Pro	gram Support (10/1/2	5 - 6/30/2	26)							
PRIME CONSULTAN	NT: HNTB Corporation																	
ACTIVITY		Projec	t Manager		f Eng./Planner r. Proj. Eng.		Eng./Planner/ Specialist		Proj. Engineer/ Planner	En	gineer/Planner	Sr.	Technician		Clerical	Manhours	TOTAL Salary Cost	Avg.
ACTIVITY		Man	Hourly Rate	Man	Hourly Rate	Man	Hourly Rate	Man	Hourly Rate	Man	Hourly Rate	Man	Hourly Rate	Man	Hourly Rate	By	By	Hourly
		Hours \$	144.88	Hours		Hours		Hours				Hours	\$ 40.12			Activity	Activity	Rate
Submital Review		462	\$66.876.61	623	\$65,598.03	623	\$51.320.52	399	\$25.311.84	336	\$16.665.90	195	\$7,831.42	190	\$4,425.26	2827	\$238,029.58	\$84.19
Project Management Su	pport	656	\$95,041.28	656	\$69,050.56	222		64	\$4,036.69		\$3,158.38	64			\$2,950.18		\$195,103.36	\$105.37
Permitting Support and A		84	\$12,169.92	126		126		84	\$5,331.48		\$4,171.44	53			\$1,475.09		\$48,980.17	\$78.90
Design, Review, Pre-Cor	nstruction and Construction Meetings	84	\$12,169.92	105	\$11,031.25	94	\$7,757.37	73	\$4,658.70		\$0.00		\$0.00	126	\$2,950.18	483	\$38,567.41	\$79.88
Supervision & QA/QC		168	\$24,339.84	168	\$17,683.68	84	\$6,917.40	79	\$5,001.44		\$0.00		\$0.00		\$0.00	499	\$53,942.36	\$108.14
Total	Total Salary																	
Man Hours	[(MHxHR)]	1,454	\$210,597.57	1,678	\$176,668.38	1,150	\$94,718.97	699	\$44,340.14	483	\$23,995.71	312	\$12,501.39	506	\$11,800.70	6,281	\$574,622.87	\$91.48
																		Total
														Basic	Activities Maximu	ım Limitina F	ees (Salary Costs)	\$574,622.87
																	ements & Additives	, ,
Direct Expenses			4.37%		\$25,111.02												(a) 2.78 Multiplier	\$1,597,451.58
													SUE	BTOTAL	(Cost Elements		sic Activities Fee):	\$1,597,451.58
																	ect Reimbursables	\$25,111.02
															otechnical Analysis	\$200,000.00		
														S	upconsultants- E	iement (SBE	) Survey & Utilities	\$150,000.00
																	Total Project Cost:	\$1,972,562.60
																Maximum	Limiting Amount:	\$1,972,562.60

#### INTERLOCAL AGREEMENT BETWEEN

TAX COLLECTOR FOR SEMINOLE COUNTY, FLORIDA AND THE TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY, A PUBLIC BODY CORPORATE AND POLITIC CREATED AND EXISTING PURSUANT TO FLORIDA STATUTES CHAPTER 348, PART II ("THEA"), ALL OF WHICH ARE PUBLIC AGENCIES AUTHORIZED TO ENTER INTO THIS AGREEMENT PURSUANT TO CHAPTER 163 PART I, FLORIDA STATUTES.

This Interlocal Agreement ("Agreement") for collection and remittance of Tampa-Hillsborough County Expressway Authority toll revenue and Tax Collector service charges is made and entered into as of \_\_\_\_\_\_ (the "Effective Date"), by and between J.R. Kroll, as Seminole County Tax Collector ("SCTC" or "Tax Collector"), and the Tampa-Hillsborough County Expressway Authority ("THEA"), hereinafter referred to as the "Parties".

#### WITNESSETH:

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

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

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

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

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

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

#### **TERMS OF AGREEMENT:**

- 1. <u>Recitals</u>: The Recitals set forth above are true and correct and are incorporated <u>herein</u>.
- 2. <u>Scope of Agreement</u>: The terms of this Agreement shall apply to all Transactions processed in Seminole County, Florida, by the SCTC for the collection and payment of Tolls owed to THEA. This Agreement sets forth the process for the Tax Collector's collection of such Tolls, completion of the Transactions and reporting between the parties.
- 3. <u>Tolls and Documentation</u>: At the time of processing a Transaction, the SCTC will collect all Tolls owed to THEA for the applicable motor vehicle, prior to issuing a motor vehicle tag to a customer. In the event a customer chooses not to pay the Tolls, then that customer will be directed to THEA for payment or handling of the Tolls directly and will not be issued a motor vehicle tag. On a weekly basis, the Tax Collector will transfer to THEA the Tolls collected on behalf of THEA. In the event of technical complications with the Tax Collector's automated payment of Tolls to THEA, the Tax Collector will transfer the Tolls to THEA manually, no later than 30 calendar days after the date of collection.
- 4. <u>Tax Collector Service Charges</u>: The Tax Collector may collect a service charge of One Dollar and Twenty One Cents (\$1.21) per Transaction, from each customer (the "Service Charge"), which shall be earned and kept by the Tax Collector upon collection. The Service Charge will be in addition to the cost to the customer for each Transaction and will not be deducted from the Tolls due to THEA.
- Transaction pursuant to Section 3, THEA authorizes the Tax Collector to release motor vehicle tag holds for that customer. If for any reason the Transaction cannot be completed and is voided by the Tax Collector (the "Voided Transaction"), THEA will be automatically notified through the cashiering interface software shared by the Parties and THEA will in turn notify the Department of Highway Safety and Motor Vehicles to reapply the hold on that customer's motor vehicle tag. The Tax Collector is not responsible for reapplying any motor vehicle tag holds for Voided Transactions, nor will the Tax Collector be held liable for any incidental, consequential, punitive, exemplary or indirect damages, lost profits, revenue or other business interruption damages resulting from the temporary removal of said hold pursuant to this Agreement. In the event the Tax Collector becomes aware of any technological malfunction preventing notifications of Voided Transactions being

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

- 6. <u>Not a Purchase Agreement</u>: This Agreement does not involve the purchase of goods or services by either Party. Rather, the Parties are simply allocating the Service Charge and Tolls collected hereunder in a fair and equitable manner.
- 7. <u>Term of Agreement</u>: The term of this Agreement shall be for a period of one (1) year from the Effective Date and shall renew automatically on each anniversary of the Effective Date, unless either Party gives written notice of its intent to terminate the Agreement pursuant to Section 8 at least sixty (60) days prior to the end of the then-current annual term.
- 8. <u>Early Termination</u>: This agreement may be terminated for any reason and without cause by either Party upon sixty (60) days prior written notice to the other Party. Further, the Parties reserve the right to terminate this Agreement immediately if the Parties mutually determine that any part of this Agreement has become illegal or contrary to any applicable law, rule, regulation, or public policy, or if the Agreement is declared to be illegal by a court of competent jurisdiction.
- 9. <u>Severability</u>. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and/or the entire Agreement shall be severable and remain in effect unless, within seven (7) calendar days after such a finding of illegality, one or both of the Parties elects to terminate this Agreement in its entirety.
- 10. <u>Notices</u>: All notices, demands, requests, or other instruments shall be given by depositing the same in the pre-paid, certified U.S. mail, facsimile, or overnight mail.

Notices to the Tax Collector:

J.R. Kroll, Seminole County Tax Collector 1101 East First St. PO Box 630 Sanford, FL 32772 JRKroll@seminolecounty.tax Notices to THEA:

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

- 11. <u>Delegations</u>: The Parties agree that either of them may contract for its work to be delegated to a non-public entity, provided, however, that any delegation of the work shall not abrogate the duties, powers, and authority of the Tax Collector or THEA to see to it that the terms of this Agreement are complied with fully and carried out as contemplated herein.
- 12. <u>Audits</u>: The Tax Collector and THEA shall maintain, in accordance with generally accepted accounting principles and procedures, records of all Transactions, Tolls, and Service Charges collected or pertaining to this Agreement. The Parties shall ensure that such records are available for examination and inspection by the other party during normal business hours.
- 13. <u>Liability</u>; No Third-Party Beneficiary: Each Party agrees that it shall be solely responsible for the negligent acts or omissions of its officers, employees, contractors, and agents. Nothing contained herein shall constitute a waiver or expansion by either Party of its sovereign immunity or the limitations set forth in §768.28, Florida Statutes. Neither THEA nor the Tax Collector intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.
- 14. Force Majeure: Neither Party shall be liable for any damages, costs, expenses, or other consequences incurred by the other Party or by any other person, company, firm, or entity as a result of delay in or inability to deliver any product or service due to circumstances or events beyond the reasonable control of that Party, including, without limitation, (1) acts of God or nature (including, without limitation, public health emergencies, epidemics or pandemic; (2) change in, additions to; or the interpretation of any applicable law, rule, regulation, or ordinance; (3) strikes, lockouts, or other labor actions or labor problems; (4) transportation delays, whether physical or electronic; (5) unavailability of supplies, equipment or materials; (6) fire or explosion; (7) riot, terrorism, military action, usurpation of power, or any attempt to usurp power, or (8) actions or failures to act on the part of any governmental agency or authority other than those that are Party to this Agreement.

#### 15. Miscellaneous:

- a. Neither Party may assign its rights or obligations under this Agreement in whole or in part without the prior written consent of the other Party.
- b. This Agreement may not be modified, amended, changed, or altered, and no rights or responsibilities hereunder may be waived except through a written instrument signed by the Tax Collector and THEA.
- c. The Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof. Each Party acknowledges that it is entering into this Agreement for its own purposes and not for the benefit of any third party.
- d. The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Hillsborough County, FL.
- e. In the event that any dispute should arise between the Tax Collector and THEA with respect to this Agreement, each Party shall be responsible for the payment of its own attorney's fees, whether incurred pre-trial, at trial, or upon appeal.
- f. For civil proceedings, the Parties waive the right to a jury trial.
- 16. Pursuant to §163.01(11), Florida Statutes, this Agreement shall be recorded in the official records of Hillsborough County, Florida. THEA shall be responsible for recording in Hillsborough County and shall furnish the Tax Collector with a recorded copy.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

#### TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

Signature:
Vincent Cassidy, Chairman
Date:
Approved as to form, content, and legality:
Amy Lettelleir, Esq., Chief Legal Officer
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH
The foregoing instrument was colonewledged before me this.
The foregoing instrument was acknowledged before me this day of 20_ by on behalf of the Tampa-Hillsborough County Expressway
Authority.
Notary Public State of Florida (Notary Seal)
(Notary Sear)
Personally known: OR Produced Identification: Type of
Identification Produced:

#### INTERLOCAL AGREEMENT BETWEEN

TAX COLLECTOR FOR LAKE COUNTY, FLORIDA AND THE TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY, A PUBLIC BODY CORPORATE AND POLITIC CREATED AND EXISTING PURSUANT TO FLORIDA STATUTES CHAPTER 348, PART II ("THEA"), ALL OF WHICH ARE PUBLIC AGENCIES AUTHORIZED TO ENTER INTO THIS AGREEMENT PURSUANT TO CHAPTER 163 PART I, FLORIDA STATUTES.

This Interlocal Agreement ("Agreement") for collection and remittance of Tampa-Hillsborough County Expressway Authority toll revenue and tax collector service charges is made and entered into as of \_\_\_\_\_\_ (the "Effective Date"), by and between David W. Jordan, as Lake County Tax Collector ("LCTC" or "Tax Collector"), and the Tampa-Hillsborough County Expressway Authority ("THEA"), hereinafter referred to as the "Parties".

#### WITNESSETH:

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

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

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

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

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

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

#### TERMS OF AGREEMENT:

- 1. <u>Recitals</u>: The Recitals set forth above are true and correct and are incorporated <u>herein</u>.
- 2. <u>Scope of Agreement</u>: The terms of this Agreement shall apply to all Transactions processed in Lake County, Florida, by the LCTC for the collection and payment of Tolls owed to THEA. This Agreement sets forth the process for the Tax Collector's collection of such Tolls, completion of the Transactions and reporting between the parties.
- 3. <u>Tolls and Documentation</u>: At the time of processing a Transaction, the LCTC will collect all Tolls owed to THEA for the applicable motor vehicle, prior to issuing a motor vehicle tag to a customer. In the event a customer chooses not to pay the Tolls, then that customer will be directed to THEA for payment or handling of the Tolls directly and will not be issued a motor vehicle tag. On a weekly basis, the Tax Collector will transfer to THEA the Tolls collected on behalf of THEA. In the event of technical complications with the Tax Collector's automated payment of Tolls to THEA, the Tax Collector will transfer the Tolls to THEA manually, no later than 30 calendar days after the date of collection.
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- 5. Release of Holds: Upon collecting the Tolls from a given customer for a Transaction pursuant to Section 3, THEA authorizes the Tax Collector to release motor vehicle tag holds for that customer. If for any reason the Transaction cannot be completed and is voided by the Tax Collector (the "Voided Transaction"), THEA will be automatically notified through the cashiering interface software shared by the Parties and THEA will in turn notify the Department of Highway Safety and Motor Vehicles to reapply the hold on that customer's motor vehicle tag. The Tax Collector is not responsible for reapplying any motor vehicle tag holds for Voided Transactions, nor will the Tax Collector be held liable for any incidental, consequential, punitive, exemplary or indirect damages, lost profits, revenue or other business interruption damages resulting from the temporary removal of said hold pursuant to this Agreement. In the event the Tax Collector becomes aware of any technological malfunction preventing notifications of Voided Transactions being automatically sent to THEA through the cashiering interface software, the Tax Collector will manually notify THEA of such Voided Transactions until the cashiering interface software notifications can be restored. THEA shall supply weekly reports to the Tax

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

Notices to the Tax Collector: David W. Jordan, Lake County Tax Collector

P.O.Box 327, Tavares, FL 32778 Tyler.Borowski@laketax.com

352-343-9602

Notices to THEA: Amy Lettelleir, Chief Legal Officer

Tampa Hillsborough Expressway Authority

1104 E Twiggs Street, Suite 300

Tampa, Florida 33602

#### amy.lettelleir@tampa-xway.com 813.272.6740

- 11. <u>Delegations</u>: The Parties agree that either of them may contract for its work to be delegated to a non-public entity, provided, however, that any delegation of the work shall not abrogate the duties, powers, and authority of the Tax Collector or THEA to see to it that the terms of this Agreement are complied with fully and carried out as contemplated herein.
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a. Neither Party may assign its rights or obligations under this Agreement in whole or in part without the prior written consent of the other Party.

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- c. The Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof. Each Party acknowledges that it is entering into this Agreement for its own purposes and not for the benefit of any third party.
- d. The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, FL.
- e. In the event that any dispute should arise between the Tax Collector and THEA with respect to this Agreement, each Party shall be responsible for the payment of its own attorney's fees, whether incurred pre-trial, at trial, or upon appeal.
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- 16. Pursuant to §163.01(11), Florida Statutes, this Agreement shall be recorded in the official records of Hillsborough County, Florida. THEA shall be responsible for recording in Hillsborough County and shall furnish the Tax Collector with a recorded copy.

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

#### TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

Signature:	
Vincent Cassidy, Chairman	
Date:	
Approved as to form, content, and legality:	
Amy Lettelleir, Esq., Chief Legal Officer	
STATE OF FLORIDA COUNTY OF HILLSBOROUGH	
The foregoing instrument was acknowledged before me this day of 20 by on behalf of the Tampa-Hillsborough County Expressway Authority.	)
Notary Public State of Florida (Notary Seal)	
Personally known: OR Produced Identification: Type of Identification Produced:	
identification i roddeed.	

#### LAKE COUNTY TAX COLLECTOR

Signature: Dand W. Indu
David W. Jordan
Lake County Tax Collector
Date: 09-17-2025
Approved as to form, content, and legality:
All Distriction of the second
STATE OF FLORIDA COUNTY OF LAKE
The foregoing instrument was acknowledged before me this 17th day of September 2025 by David W. Jaron behalf of the Lake County Tax Collector.
Notary Public State of Florida  (Notary Seal)
Personally known: V OR Produced Identification: Type of
Identification Produced:

#### SEMINOLE COUNTY TAX COLLECTOR

Signature:	
J.R. Kroll	
Seminole County Tax Collector	
00/20/20-	
Date: 08 25 2025	
Approved as to form, content, and legality:	
D. 10 C. 6) H	
Lance Allera	
STATE OF FLORIDA	
COUNTY OF SEMINOLE	
The foregoing instrument was acknowledged before me this 25 day of AUGUST 2	029
by J. P. Krou on behalf of the Seminole County Tax Collector.	
JAVIER ORLANDO RUIZ-PEREZ	
* Commission # HH 503030	
Expires March 22, 2028	
Notary Public State of Florida (Notary Seal)	
(Library Dear)	
Personally known: OR Produced Identification: Type of	
Identification Produced:	

#### INTERLOCAL AGREEMENT BETWEEN

TAX COLLECTOR FOR LAKE COUNTY, FLORIDA AND THE TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY, A PUBLIC BODY CORPORATE AND POLITIC CREATED AND EXISTING PURSUANT TO FLORIDA STATUTES CHAPTER 348, PART II ("THEA"), ALL OF WHICH ARE PUBLIC AGENCIES AUTHORIZED TO ENTER INTO THIS AGREEMENT PURSUANT TO CHAPTER 163 PART I, FLORIDA STATUTES.

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#### WITNESSETH:

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

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

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

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

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

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

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- 2. <u>Scope of Agreement</u>: The terms of this Agreement shall apply to all Transactions processed in Lake County, Florida, by the LCTC for the collection and payment of Tolls owed to THEA. This Agreement sets forth the process for the Tax Collector's collection of such Tolls, completion of the Transactions and reporting between the parties.
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- 8. <u>Early Termination</u>: This agreement may be terminated for any reason and without cause by either Party upon sixty (60) days prior written notice to the other Party. Further, the Parties reserve the right to terminate this Agreement immediately if the Parties mutually determine that any part of this Agreement has become illegal or contrary to any applicable law, rule, regulation, or public policy, or if the Agreement is declared to be illegal by a court of competent jurisdiction.
- 9. <u>Severability</u>. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and/or the entire Agreement shall be severable and remain in effect unless, within seven (7) calendar days after such a finding of illegality, one or both of the Parties elects to terminate this Agreement in its entirety.
- 10. <u>Notices</u>: All notices, demands, requests, or other instruments shall be given by depositing the same in the pre-paid, certified U.S. mail, facsimile, or overnight mail.

Notices to the Tax Collector: David W. Jordan, Lake County Tax Collector

P.O.Box 327, Tavares, FL 32778 <u>Tyler.Borowski@laketax.com</u>

352-343-9602

Notices to THEA: Amy Lettelleir, Chief Legal Officer

Tampa Hillsborough Expressway Authority

1104 E Twiggs Street, Suite 300

Tampa, Florida 33602

#### amy.lettelleir@tampa-xway.com 813.272.6740

- 11. <u>Delegations</u>: The Parties agree that either of them may contract for its work to be delegated to a non-public entity, provided, however, that any delegation of the work shall not abrogate the duties, powers, and authority of the Tax Collector or THEA to see to it that the terms of this Agreement are complied with fully and carried out as contemplated herein.
- 12. <u>Audits</u>: The Tax Collector and THEA shall maintain, in accordance with generally accepted accounting principles and procedures, records of all Transactions, Tolls, and Service Charges collected or pertaining to this Agreement. The Parties shall ensure that such records are available for examination and inspection by the other party during normal business hours.
- 13. <u>Liability</u>; No <u>Third-Party Beneficiary</u>: Each Party agrees that it shall be solely responsible for the negligent acts or omissions of its officers, employees, contractors, and agents. Nothing contained herein shall constitute a waiver or expansion by either Party of its sovereign immunity or the limitations set forth in §768.28, Florida Statutes. Neither THEA nor the Tax Collector intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.
- 14. Force Majeure: Neither Party shall be liable for any damages, costs, expenses, or other consequences incurred by the other Party or by any other person, company, firm, or entity as a result of delay in or inability to deliver any product or service due to circumstances or events beyond the reasonable control of that Party, including, without limitation, (1) acts of God or nature (including, without limitation, public health emergencies, epidemics or pandemic; (2) change in, additions to; or the interpretation of any applicable law, rule, regulation, or ordinance; (3) strikes, lockouts, or other labor actions or labor problems; (4) transportation delays, whether physical or electronic; (5) unavailability of supplies, equipment or materials; (6) fire or explosion; (7) riot, terrorism, military action, usurpation of power, or any attempt to usurp power, or (8) actions or failures to act on the part of any governmental agency or authority other than those that are Party to this Agreement.

#### 15. Miscellaneous:

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

- b. This Agreement may not be modified, amended, changed, or altered, and no rights or responsibilities hereunder may be waived except through a written instrument signed by the Tax Collector and THEA.
- c. The Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof. Each Party acknowledges that it is entering into this Agreement for its own purposes and not for the benefit of any third party.
- d. The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, FL.
- e. In the event that any dispute should arise between the Tax Collector and THEA with respect to this Agreement, each Party shall be responsible for the payment of its own attorney's fees, whether incurred pre-trial, at trial, or upon appeal.
- f. For civil proceedings, the Parties waive the right to a jury trial.
- 16. Pursuant to §163 .01(11), Florida Statutes, this Agreement shall be recorded in the official records of Hillsborough County, Florida. THEA shall be responsible for recording in Hillsborough County and shall furnish the Tax Collector with a recorded copy.

#### REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

### TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

Signature:
Vincent Cassidy, Chairman
Date:
Approved as to form, content, and legality:
Amy Lettelleir, Esq., Chief Legal Officer
STATE OF FLORIDA COUNTY OF HILLSBOROUGH
The foregoing instrument was acknowledged before me this day of 20 by on behalf of the Tampa-Hillsborough County Expressway Authority.
Notary Public State of Florida (Notary Seal)
Personally known: OR Produced Identification: Type of Identification Produced:

#### LAKE COUNTY TAX COLLECTOR

Signature: David W. Jordan  David W. Jordan
Lake County Tax Collector
Date: 09-17-2025
Approved as to form, content, and legality:
Almo i
STATE OF FLORIDA COUNTY OF LAKE
The foregoing instrument was acknowledged before me this 17th day of September 025 by David W. Jw of behalf of the Lake County Tax Collector.
Notary Public State of Florida  (Notary Seal)
Personally known: OR Produced Identification: Type of Identification Produced:

Report month: September 2025

# contract renewal and EXPIRATION REPORT (> \$30,000)

Project Manager	Firm	Description of Services	Contract Effective Date	Contract Expiration Date	Term of Contract (Years)	Bid / Renew / End
Greg D	Millennium Floor Care	Janitorial Services	3/1/2022	3/1/2026	3-yr, 2 Optional 1-yr Renewals	Renew (2nd one-year renewal ~ 3/1/26 - 3/1/27)