

**E-ZPass INTERAGENCY GROUP  
EXECUTIVE MANAGEMENT COMMITTEE**

**Resolution Number 2020-05-01  
Approving Amendment 2 to the Operating Agreement**

**May 14, 2020**

WHEREAS, the Full Member Agencies of the E-ZPass® Interagency Group ("IAG") entered into an Amended and Restated E-ZPass Operations Interagency Agreement dated as of August 13, 2015 ("Operating Agreement"), to jointly and cooperatively implement an electronic toll collection system known as E-ZPass; and

WHEREAS, the Full Member Agencies of the E-ZPass Interagency Group ("IAG") approved Amendment 1 to the Amended and Restated E-ZPass® Operations Interagency Agreement dated March 8, 2018 ("Amendment 1"); and

WHEREAS, the Operating Agreement establishes an Executive Management Committee ("EMC") to provide overall management of the IAG, including the development of an annual estimate of expenses to be incurred for the collective benefit of the Member Agencies and the establishment of a formula and procedure for sharing such expenses; and

WHEREAS, the IAG has issued transponders to customers for purposes of establishing a convenient and efficient payment system on their respective tolls; and

WHEREAS, the EMC directed the IAG Legal Committee to draft appropriate changes to the Operating Agreement to revise the permitted sponsors for a Sponsored Affiliate to be any Full Member as stated in the terms and conditions set forth in Amendment 2 of the Amended and Restated E-ZPass Operations Interagency Agreement ("Amendment 2"); and

WHEREAS, the IAG Legal Committee has completed drafting the necessary changes to Amendment 2.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

**COPY**

1. The IAG EMC approves Amendment 2 to the Operating Agreement attached hereto as Exhibit 1 and directs the Executive Director to distribute to the Members for execution.

The IAG Executive Management Committee unanimously adopted this Resolution this 14th day of April 2020.

*Craig Shuey*  
\_\_\_\_\_  
Craig Shuey

Chair, Executive Management Committee

*PJ Wilkins*  
\_\_\_\_\_  
PJ Wilkins

IAG Executive Director

**E-ZPass<sup>®</sup>**  
**GROUP**



**EXHIBIT 1**

**AMENDMENT NO. 2 TO  
AMENDED AND RESTATED  
E-ZPASS OPERATIONS INTERAGENCY AGREEMENT**

This Amendment No. 2 to the Amended and Restated E-ZPass Operations Interagency Agreement (this "Amendment"), dated August 13, 2015, is made as of May 14, 2020 by and between the Full Member Agencies, as defined below;

**WITNESSETH**

WHEREAS, the New Jersey Turnpike Authority, the New York State Thruway Authority, the Pennsylvania Turnpike Commission, the Port Authority of New York and New Jersey, the South Jersey Transportation Authority, the Triborough Bridge and Tunnel Authority, the Delaware River Port Authority, the Delaware Department of Transportation, the Maryland Transportation Authority, the New York State Bridge Authority, the Massachusetts Department of Transportation, the Delaware River and Bay Authority, the Delaware River Joint Toll Bridge Commission, the Maine Turnpike Authority, the New Hampshire Department of Transportation, Bureau of Turnpikes, the Virginia Department of Transportation, the Illinois State Toll Highway Authority, the Ohio Turnpike and Infrastructure Commission, the Rhode Island Turnpike and Bridge Authority, the Burlington County Bridge Commission, the Buffalo and Fort Erie Public Bridge Authority, the West Virginia Parkways Authority, Niagara Falls Bridge Commission, North Carolina Turnpike Authority, Central Florida Expressway Authority, Kentucky Public Transportation Infrastructure Authority and Thousand Islands Bridge Authority ("Full Member Agencies") are parties to that certain Amended and Restated E-ZPass Operations Interagency Agreement dated as of August 13, 2015, as amended by Amendment No. 1 dated as of March 8, 2018 (the "Operating Agreement");

WHEREAS, pursuant to the Operating Agreement, the Reciprocity Agreement between the Full Members dated as of July 30, 1998 ("Reciprocity I"), the E-ZPass Interagency Group Pilot Parking Services Program Agreement dated as of April 5, 2001, as amended ("Reciprocity II"), the E-ZPass Interagency Group Private Parking Services Program Agreement dated as of June 15, 2006 ("Reciprocity III") and certain other implementing agreements, the parties to the Operating Agreement have agreed to cooperate in the establishment of interoperability and reciprocity in the operation of a regional system of electronic toll collection;

WHEREAS, capitalized terms used herein and not otherwise herein defined are used as defined in the Operating Agreement;

WHEREAS, the E-ZPass Group Agencies ("Agencies") have issued transponders to customers for purposes of establishing a convenient and efficient payment system on their respective tolls; and

WHEREAS, on June 7, 2017 the EMC adopted Resolution 2017-06-02 approving a Sponsored Affiliate membership category and directed the IAG Legal Committee to draft appropriate changes to the IAG Operating Agreement consistent with that direction; and

WHEREAS, on March 8, 2018 the EMC adopted Resolution 2018-03-01 approving Amendment 1 to the Operating Agreement; and

WHEREAS, on March 8, 2018, the parties executed and delivered to each other a certain Amendment No. 1 to Amended and Restated E-ZPass Operations Interagency Agreement (the "Amendment No. 1"); and

WHEREAS, the E-ZPass Group (IAG) adopted Resolution \_\_\_\_\_ to revise the permitted sponsors for a Sponsored Affiliate and therefore wishes to amend the Amendment 1 to the IAG Operating Agreement to memorialize that any Full Member is allowed to sponsor a Sponsored Affiliate Member according to the terms and conditions set forth herein below;

WHEREAS, all things necessary to constitute this Amendment a valid and binding agreement by and between the parties in accordance with the terms hereof have been duly performed, and the execution and delivery of this Amendment have in all respects been duly authorized by the respective parties.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree to amend the Operating Agreement as follows:

1. Appendix C to the Amendment No. 1 is hereby deleted in its entirety and replaced with the Appendix C attached hereto and incorporated herein.
2. The parties agree that the definition of "Full Member Companies" as set out in Section 3.A(i) of the Operating Agreement is hereby amended by deleting the word "public" only as it appears in the last full paragraph of Section 3.A(i) (on page 5) so that said last full paragraph in the definition of "Full Member Companies" shall now read as follows:

As used herein, "engaged in toll operations" shall mean the ownership or operation of one or more roads, bridges or tunnels, for which tolls are or will be collected as user fees.

3. Appendix A of the Operating Agreement is amended and restated to read as attached to this Amendment No. 2.
4. Appendices C and D of the Operating Agreement are deleted and a new Appendix C is inserted to read as attached to this Amendment.
5. The Operating Agreement, as modified by the Amendment No. 1 and this Amendment No. 2, remains in full force and effect. The terms, conditions and provisions set out in Amendment No. 1 or Amendment No. 2, as applicable, shall control if provision therein creates a conflict with any provision contained in the Operating Agreement.

This Amendment No. 2 to the Amended and Restated E-ZPass Operations Interagency Agreement is approved and executed as of the date first above written.

New Jersey Turnpike Authority  
By: *[Signature]*  
Its: Executive Director

New York State Thruway Authority  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Pennsylvania Turnpike Commission  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Port Authority of New York and New Jersey  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

South Jersey Transportation Authority  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Triborough Bridge and Tunnel Authority  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Delaware River Port Authority  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Delaware Department of Transportation  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

New York State Bridge Authority  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Maryland Transportation Authority  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Massachusetts Department of Transportation  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Delaware River and Bay Authority  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Delaware River Joint Toll Bridge Commission  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Maine Turnpike Authority  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

New Hampshire Department of Transportation, Bureau of Turnpikes  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Virginia Department of Transportation  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

This Amendment No. 2 to the Amended and Restated E-ZPass Operations Interagency Agreement is approved and executed as of the date first above written.

New Jersey Turnpike Authority  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

New York State Thruway Authority  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Pennsylvania Turnpike Commission  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Port Authority of New York and New Jersey  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

South Jersey Transportation Authority  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Triborough Bridge and Tunnel Authority  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Delaware River Port Authority  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Delaware Department of Transportation  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

New York State Bridge Authority  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Maryland Transportation Authority  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Massachusetts Department of Transportation  
By: Stephen Collins  
Its: Asst. Administrator of Tolls

Delaware River and Bay Authority  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Delaware River Joint Toll Bridge Commission  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Maine Turnpike Authority  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

New Hampshire Department of Transportation, Bureau of Turnpikes  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Virginia Department of Transportation  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

This Amendment No. 2 to the Amended and Restated E-ZPass Operations Interagency Agreement is approved and executed as of the date first above written.

New Jersey Turnpike Authority  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

New York State Thruway Authority  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Pennsylvania Turnpike Commission  
By: Craig R. Sneyd  
Its: Chief Operating Officer

Port Authority of New York and New Jersey  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

South Jersey Transportation Authority  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Triborough Bridge and Tunnel Authority  
By: William P. Cole  
Its: Sr VP, Business Ops & Transformation Officer

Delaware River Port Authority  
By: John T. Hanson  
Its: CEO

Delaware Department of Transportation  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

New York State Bridge Authority  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Maryland Transportation Authority  
By: Deborah Sharpless  
Its: Chief Financial Officer

Massachusetts Department of Transportation  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Delaware River and Bay Authority  
By: Gary D'Alvico  
Its: Chief Information Officer

Delaware River Joint Toll Bridge Commission  
By: Jos. J. Rosta  
Its: Executive Director

Maine Turnpike Authority  
By: Peter Mills  
Its: Executive Director

New Hampshire Department of Transportation, Bureau of Turnpikes  
By: David Rodriguez  
Its: NHDOT Director of Operations

Virginia Department of Transportation  
By: \_\_\_\_\_  
Its: \_\_\_\_\_



This Amendment No. 2 to the Amended and Restated E-ZPass Operations Interagency Agreement is approved and executed as of the date first above written.

New Jersey Turnpike Authority  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

New York State Thruway Authority  
By: Matthew J. Driscoll  
Its: Executive Director

Pennsylvania Turnpike Commission  
By: Craig P. Shuen  
Its: Chief Operating Officer

Port Authority of New York and New Jersey  
By: [Signature]  
Its: Deputy Director, Tunnels, Bridges & Terminals

South Jersey Transportation Authority  
By: [Signature]  
Its: ITT Director

Triborough Bridge and Tunnel Authority  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Delaware River Port Authority  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Delaware Department of Transportation  
By: Tan Osborne  
Its: E-ZPass/Toll Systems Administrator

New York State Bridge Authority  
By: Tara Sullivan  
Its: Acting Executive Director

Maryland Transportation Authority  
By: Dorothy Sharpless  
Its: Chief Financial Officer

Massachusetts Department of Transportation  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Delaware River and Bay Authority  
By: Gary D'Alonzo Quene  
Its: Chief Information Officer

Delaware River Joint Toll Bridge Commission  
By: Bob J. Rosta  
Its: Executive Director

Maine Turnpike Authority  
By: Peter Miller  
Its: Executive Director

New Hampshire Department of Transportation, Bureau of Turnpikes  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Virginia Department of Transportation  
By: Laura A. Farmer  
Its: Chief Financial Officer

Illinois State Toll Highway Authority

By: [Signature]

Its: General Manager

Rhode Island Turnpike and Bridge Authority

By: Lori Carson-Silveira

Its: Executive Director

Buffalo and Fort Erie Public Bridge Authority

By: Thomas A. Hyde

Its: Chief Operating Officer

North Carolina Turnpike Authority

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

Its: \_\_\_\_\_

Central Florida Expressway Authority

By: Laura Kelly

Its: Executive Director

Kentucky Public Transportation Infrastructure Authority

By: Tim Gray

Its: Secretary of the Kentucky Transportation Cabinet

Ohio Turnpike and Infrastructure Commission

By: David J. Miller

Its: Director of Audit and Internal Control

Burlington County Bridge Commission

By: Joseph Audi

Its: Executive Director

West Virginia Parkways Authority

By: [Signature]

Its: Executive Director

Niagara Falls Bridge Commission

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

Its: \_\_\_\_\_

Thousand Islands Bridge Authority

By: Tom Strainik

Its: Executive Director

**Illinois State Toll Highway Authority**

By: *[Signature]*

Its: General Manager

**Ohio Turnpike and Infrastructure Commission**

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

Its: \_\_\_\_\_

**Rhode Island Turnpike and Bridge Authority**

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

Its: \_\_\_\_\_

**Burlington County Bridge Commission**

By: *[Signature]*

Its: Executive Director

**Buffalo and Fort Erie Public Bridge Authority**

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

Its: \_\_\_\_\_

**West Virginia Parkways Authority**

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

Its: \_\_\_\_\_

**North Carolina Turnpike Authority**

By: *[Signature]*

Its: Chief Technology Officer

**Niagara Falls Bridge Commission**

By: *[Signature]*

Its: Chief Financial Officer

**Central Florida Expressway Authority**

By: *[Signature]*

Its: Executive Director

**Thousand Islands Bridge Authority**

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

Its: \_\_\_\_\_

**Kentucky Public Transportation Infrastructure Authority**

By: *[Signature]*

Its: Secretary of the Kentucky Transportation Cabinet

**Acknowledgement of  
AMENDMENT NO. 2 TO AMENDED AND RESTATED  
E-ZPASS OPERATIONS INTERAGENCY AGREEMENT  
(Amendment No. 2 Dated May 14, 2020 to  
Amended and Restated Agreement as of August 13, 2015)**

**Full Member Companies**

The undersigned Full Member Company hereby agrees to be bound by the terms of the Amended and Restated E-ZPass Operations Interagency Agreement dated as of the 13<sup>th</sup> day of August, 2015, as amended by the Amendment No. 1 dated as of March 8, 2018, and as amended by Amendment No. 2 dated May 14, 2020, as it may be further amended from time to time in accordance with its terms, including those terms applicable to the Full Member Company class.

Skyway Concession Company LLC


By: fernando redondo  
fernando redondo, Skyway Concession Company LLC  
Name: Fernando Redondo  
Its: CEO  
Date: Sep 24, 2020

**Acknowledgement of  
AMENDMENT NO. 2 TO AMENDED AND RESTATED  
E-ZPASS OPERATIONS INTERAGENCY AGREEMENT  
(Amendment No. 2 Dated May 14, 2020 to  
Amended and Restated Agreement as of August 13, 2015)**

**Full Member Companies**

The undersigned Full Member Company hereby agrees to be bound by the terms of the Amended and Restated E-ZPass Operations Interagency Agreement dated as of the 13<sup>th</sup> day of August, 2015, as amended by the Amendment No. 1 dated as of March 8, 2018, and as amended by Amendment No. 2 dated May 14, 2020, as it may be further amended from time to time in accordance with its terms, including those terms applicable to the Full Member Company class.

ITR Concession Company LLC

By:   
Name: Nanette Harrell  
Its: CIO  
Date: Jun 23, 2020

**Acknowledgement of  
AMENDMENT NO. 2 TO AMENDED AND RESTATED  
E-ZPASS OPERATIONS INTERAGENCY AGREEMENT  
(Amendment No. 2 Dated May 14, 2020 to  
Amended and Restated Agreement as of August 13, 2015)**

**Full Member Companies**

The undersigned Full Member Company hereby agrees to be bound by the terms of the Amended and Restated E-ZPass Operations Interagency Agreement dated as of the 13<sup>th</sup> day of August, 2015, as amended by the Amendment No. 1 dated as of March 8, 2018, and as amended by Amendment No. 2 dated May 14, 2020, as it may be further amended from time to time in accordance with its terms, including those terms applicable to the Full Member Company class.

Cline Avenue Bridge, I.I.C

By: Terry Velligan, GM of Ops  
Terry Velligan, GM of Ops, I.I.C. No. 71,105 13 22, 0611  
Name: Terry Velligan  
Its: General Manager of Operations, Cline Avenue Bridge  
Date: May 28, 2020

**APPENDIX A**  
**Amended and Restated**  
**E-ZPass® Operations Interagency Agreement**

**Record of Members**

**Members as of the effective date of the Amended and Restated Operating Agreement dated August 13, 2015, as amended by the Amendment No. 1 dated as of March 8, 2018, and as amended by the Amendment No. 2 dated as of May 14, 2020:**

**Full Member Agencies:** New Jersey Turnpike Authority, the New York State Thruway Authority, the Pennsylvania Turnpike Commission, The Port Authority of New York and New Jersey, the South Jersey Transportation Authority, the Triborough Bridge and Tunnel Authority, the Delaware River Port Authority, the Delaware Department of Transportation, the Maryland Transportation Authority, the New York State Bridge Authority, the Massachusetts Department of Transportation, the Delaware River and Bay Authority, the Delaware River Joint Toll Bridge Commission, the Maine Turnpike Authority, the New Hampshire Department of Transportation Bureau of Turnpikes, the Virginia Department of Transportation, the Illinois State Toll Highway Authority, Ohio Turnpike and Infrastructure Commission, Rhode Island Turnpike and Bridge Authority, Buffalo and Fort Erie Public Bridge Authority, the Burlington County Bridge Commission, the West Virginia Parkways Authority, the Thousand Islands Bridge Authority, the Kentucky Public Transportation Infrastructure Authority, North Carolina Turnpike Authority, Niagara Falls Bridge Commission, and Central Florida Expressway Authority.

**Full Member Companies:** ITR Concession Company LLC, Skyway Concession Company LLC and Cline Avenue Bridge, LLC.

**Sponsored Affiliates:**

1. **Sponsored Affiliate:** \_\_\_\_\_ **Sponsoring Full Member Agency:** \_\_\_\_\_

## APPENDIX C

To

### Amendment No. 2 to Amended and Restated E-ZPass Operations Interagency Agreement

#### Terms and Conditions of Sponsored Affiliate Member Agreement

This Sponsored Affiliate Member Agreement dated as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the Sponsoring Member, as defined below, and the agency, authority or toll operator ("Sponsored Affiliate Member") identified on the execution page to this Agreement.

The Full Member Agencies, as defined in the Amended and Restated E-ZPass Operations Interagency Agreement, as dated as of August 13, 2015, and amended by the Full Member Agencies in accordance with its terms ("Operating Agreement"), have approved the creation of a new class of E-ZPass Interagency Group ("IAG") membership, to be known as Sponsored Affiliate Members. Capitalized terms used herein and not otherwise herein defined are used as defined in the Operating Agreement. The Sponsored Affiliate Members shall have the rights and obligations as set forth below.

1. Full Member Agencies. The Full Member Agencies are defined in Section 3(A)(i) of the Operating Agreement, as amended from time to time.

2. Sponsored Affiliate Member. A Sponsored Affiliate Member shall be an entity duly created and validly existing under the laws of a state of the United States of America, whose primary purpose is the operation or ownership of a transportation facility authorized to collect tolls. A Sponsored Affiliate Member must be sponsored by a Full Member (the "Sponsoring Member") pursuant to a contract (the "Sponsored Affiliate Agreement") acceptable to the IAG Executive Management Committee, the effect of which is to permit the other IAG Members and their Customer Service Centers (each, a "CSC") to treat the Sponsored Affiliate Member's toll facilities as additional facilities of the Sponsoring Member. A copy of any amendment to such Sponsored Affiliate Agreement shall be filed with the IAG. The Sponsoring Member shall use its best efforts to enforce the provisions of the Sponsored Affiliate Agreement as to any matters affecting the IAG Agreements (as defined below) or other IAG members. The proposed Sponsored Affiliate Agreement must be approved by unanimous action of the IAG Executive Management Committee.

3. IAG Agreements. The "IAG Agreements" shall include the following agreements, as such agreements may be amended from time to time in accordance with their terms and the Operating Agreement:

The Reciprocity Agreement dated as of July 30, 1998, as amended ("Reciprocity I Agreement");

The E-ZPass Interagency Group Public Parking Services Program Agreement



dated as of April 5, 2001, as amended ("Reciprocity II Agreement");

The E-ZPass Interagency Group Private Parking Services Program Agreement dated as of June 15, 2006 (the "Reciprocity III Agreement" and together with Reciprocity I Agreement and Reciprocity II Agreement, the "Reciprocity Agreements");

The License Agreement as defined in the Operating Agreement;

The Inter-Customer Service Center Interface File Specifications and Vehicle Classification Table as referenced in the Reciprocity Agreements;

The Operating Guidelines as referenced in the Reciprocity Agreements;

Any and all confidentiality agreements in connection with IAG activities; and

Any other agreement or amendment approved by the IAG Executive Management Committee in accordance with the Operating Agreement. The Sponsored Affiliate Members are not direct parties to the IAG Agreements but shall be subject to and bound by all of the terms and conditions of the IAG Agreements except to the extent such terms and conditions may be inconsistent with the terms hereof, in which case the terms hereof shall control. The terms and conditions of the Reciprocity Agreements are incorporated herein by reference, including without limitation the section thereof entitled "Confidentiality." Sponsored Affiliate Members shall be notified of any amendment to the Operating Agreement or IAG Agreements and, in the event of objection to such amendment, a Sponsored Affiliate Member's sole remedy shall be the right to terminate its membership.

4. Executive Management Committee – No Vote. The Sponsored Affiliate Member shall have no voting rights on any matters and no veto rights whatsoever and shall not have any right to participate in meetings of the IAG Executive Management Committee and/or any other IAG committee, and shall not have a vote on any committee. The Sponsored Affiliate Members may be admitted to attend and observe committee meetings at the discretion of the chair thereof where committee business does not include matters relating to procurement, litigation or other confidential matters, but shall not have the right to vote or otherwise participate.

5. Sponsoring Member's CSC. Because the establishment of each additional CSC results in increased costs to each Member, the Sponsored Affiliate Member shall use the same CSC as its Sponsoring Member uses to provide for tag status and transaction processing unless otherwise approved in writing by the IAG Executive Management Committee. Under no circumstances will any Member's guarantee of funds run to the Sponsored Affiliate Member. The Sponsored Affiliate Member's data shall be treated by other Members as the Sponsoring Member's data for confidentiality purposes under the Reciprocity Agreements.

6. No Initiation Fee; Annual Dues Required. The Sponsored Affiliate Member shall not be required to pay an initiation fee. However, a Sponsored Affiliate Member shall pay annual IAG Member dues in accordance with a schedule of dues for all IAG

Members, as determined by and as may be amended from time to time by the IAG Executive Management Committee.

7. Technology Contract; Equipment.

a. The Sponsored Affiliate Member may at its option be a participating agency for purposes of tag procurement offers as determined by the EMC, and any other agreements with other suppliers of goods or services to the IAG including, without limitation, agreements for technology goods and services, by executing and complying with the terms of the offer as amended, extended and succeeded, and such other agreements with such other suppliers in the form approved by the EMC.

b. The Sponsored Affiliate Members shall be responsible for acquiring IAG-approved equipment required to implement its toll collection services. On-Board Units/Transponders ("OBU") and Roadside Equipment ("RSE") utilized by the Sponsored Affiliate Member to be interoperable with the E-ZPass<sup>®</sup> ETC Systems operated by the IAG Members must be approved by the IAG Executive Management Committee as to reliability and technical interoperability before being placed into service. The Sponsored Affiliate Member shall undertake interoperable technology testing requirements as specified by the EMC for equipment and software that has not previously passed testing and has not been approved by the IAG for use in the E-ZPass<sup>®</sup> System. Successful completion of the testing protocol and formal written approval by the IAG is required before the Transponders and Reader Equipment can be deemed to be E-ZPass<sup>®</sup>-Compatible and placed into service. It is understood and agreed that the Sponsored Affiliate Member assumes all legal risks associated with its utilization of any intellectual property.

c. The use of E-ZPass equipment for any purpose other than toll collection services pursuant to the IAG Agreements is prohibited. Sponsored Affiliate Members are prohibited from engaging in any conduct which would violate the patent protections for E-ZPass equipment, and shall indemnify and hold harmless the Members of the IAG from and against any and all claims which may arise as a result of such conduct. E-ZPass Tags associated with the Sponsored Affiliate Member's facilities shall be issued only in the name of the Sponsoring Member unless otherwise approved by the IAG Executive Management Committee.

8. License Agreement. Each Sponsored Affiliate Member shall execute the E-ZPass License Agreement required by the Operating Agreement. A Sponsored Affiliate Member may, at its discretion, use a name other than E-ZPass as its primary name for toll collection. In that event, the Sponsored Affiliate Member shall post the E-ZPass logo on appropriate toll signage as specified in a signage plan approved by the IAG Executive Management Committee. The Sponsored Affiliate Member shall comply with the IAG tag color system.

9. Non-toll applications. Unless otherwise approved in writing in advance by the IAG Executive Management Committee, the obligations of the other IAG Members regarding interoperability and reciprocity shall include only a Sponsored Affiliate Member's primary toll applications. A Sponsored Affiliate Member shall not use or permit the use of the E-ZPass name or logo or any information or property provided by any IAG Member or its

CSC provider, other than in connection with the Sponsored Affiliate Member's primary toll applications, without the prior written approval of the IAG Executive Management Committee.

10. Policy Matrix; Conditions to Implementation. A Sponsored Affiliate Member shall comply with the Policy Matrix approved by the IAG Executive Management Committee for such Sponsored Affiliate Member's Sponsoring Member unless a deviation from such matrix is approved by the IAG Executive Management Committee. The Sponsored Affiliate Member shall not permit sale of any E-ZPass tag coded for IAG use, or use of any such E-ZPass tag at the Sponsored Affiliate Member's facilities, until it has received written confirmation from the IAG Executive Director that all applicable IAG Agreements have been fully executed and all system testing has been completed in accordance with the IAG Agreements. At all times the Sponsored Affiliate Member shall ensure that its tags coded for IAG use are in compliance with the IAG coding protocols then in use by the IAG Members. The IAG Inter CSC File Specification shall be used for all data communications.

11. Integrity. Each Sponsored Affiliate Member shall at all times maintain the highest standards of integrity in its membership in the IAG, its operations in connection therewith, and in all other business dealings.

12. Conflict of Interest. A Sponsored Affiliate Member shall not take any action, or participate in any transaction, which might be or give the appearance of a conflict of interest with its membership in the IAG or with a Full Member Agency. If a Sponsored Affiliate Member has reason to believe that any situation exists which might be or give the appearance of such a conflict of interest, the Sponsored Affiliate Member shall immediately notify the IAG Executive Director and Chair of the EMC in writing giving the full details thereof. Unless the Sponsored Affiliate Member receives the specific written approval of the IAG Executive Director, the Sponsored Affiliate Member shall not take any action which might be viewed as or give the appearance of a conflict of interest.

13. Assignment. Unless otherwise approved in writing by the IAG Executive Management Committee, a Sponsored Affiliate Member may not assign any of its rights or obligations under the IAG Agreements whether by agreement, merger, or sale of assets or of stock. The EMC shall not recognize any such assignment made without its written approval.

14. Termination. The IAG Executive Management Committee, the Sponsored Affiliate Member or the Sponsoring Member may terminate the membership of such Sponsored Affiliate Member without cause upon thirty days' notice to the other parties. The IAG Executive Management Committee may terminate the membership of the Sponsored Affiliate Member immediately without notice upon default by the Sponsored Affiliate Member under any of the IAG Agreements, or upon default by the Sponsored Affiliate Member under its Sponsored Affiliate Agreement or upon modification of the Sponsored Affiliate Agreement as to any matters affecting the IAG Agreements or other IAG Members without notice to and consent by the IAG Executive Management Committee. The provisions of the Reciprocity Agreement governing financial settlement and the confidentiality requirements set forth in the Reciprocity Agreement and in any other IAG Agreement shall survive any such termination.

15. Jurisdiction. The Sponsored Affiliate Member consents to the

jurisdiction of the courts of the State of New York in regard to any action arising out of its membership.

16. Parties in Interest. This Agreement shall be solely for the cooperative benefit of the IAG Members and the Sponsored Affiliate Member. No other person or entity shall be a beneficiary of its provisions, nor have a right to enforce its terms against the parties hereto.

17. Financial Obligations. This provision is applicable only to Sponsored Affiliate Members who are not "public agencies" as such term is defined in the Operating Agreement. Each Sponsored Affiliate Member shall be required to post a bond or other financial instrument, satisfactory in form and substance to the EMC, for the benefit of the other Members to cover any obligations of such Sponsored Affiliate Member to any or all other Members in the event the Sponsored Affiliate Member defaults in the payment of monetary obligations due to any or all other Members under the Reciprocity Agreements or any other IAG Agreement. The amount of such a financial instrument shall be equal to the average three-month payment obligations of the Sponsored Affiliate Member to all other Members. Such three-month average shall be determined annually by the IAG Executive Director and shall be the product of the average monthly payment obligation during the prior twelve months multiplied by three. Until such time as there is sufficient data to calculate such amount, the amount of such a financial instrument shall be calculated as follows:

- a. For each Sponsored Affiliate Member who acquires transponders for distribution to its customers, the amount of such a financial instrument shall be equal to the product of the number of transponders acquired by such Sponsored Affiliate Member for distribution to its customers times the fee established annually by the EMC for such purpose. This fee initially shall be set at \$5.00.
- b. For each Sponsored Affiliate Member who does not acquire transponders for distribution to its customers, the amount of such a financial instrument shall be equal to: (i) the product of such Sponsored Affiliate Member's average monthly electronic toll transactions during the prior twelve months multiplied by three, times the transaction fee established by the EMC for such purpose; plus (ii) the product of such Sponsored Affiliate Member's average monthly electronic toll revenue during the prior twelve months multiplied by three, times the credit card sales percentage established annually by the EMC for such purpose, times the average credit card fee percentage established annually by the EMC for such purpose. The transaction fee initially shall be set at \$0.03, the credit card sales percentage initially shall be set at 90 percent, and the average credit card fee percentage initially shall be set at 2 percent.

In the event that the Sponsored Affiliate Member is sponsored by other than a "public agency", the sponsor's own bond will be required to include the obligations of the Sponsored Affiliate Member.

18. Transaction Fees. Sponsored Affiliate Members who are not "public agencies" as such term is defined in the Operating Agreement shall be subject to the transaction fees applicable to a private company operator as provided in the Operating Agreement. The EMC shall have the right to adjust the transaction fees.

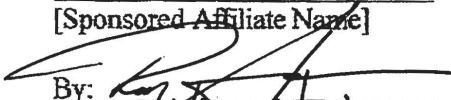
19. Credit Card Fees: The following policy has been adopted by the IAG: A Home Agency transferring toll revenues to an Away Agency shall be reimbursed by that Away Agency for the proportionate share of credit card fees incurred in the replenishment of customer accounts. Reimbursement for credit card fees shall be in accordance with the IAG Policy Statement "Reimbursement of Credit Card Fees" then in effect, or as may otherwise be agreed in writing between two or more affected IAG Members or Sponsored Affiliate Members. The Home Agency shall be responsible for determining amounts due from the Away Agency for credit card fees associated with account reimbursements, and shall include a statement which sets forth reasonable details of the calculation. All credit card reimbursement fees shall be computed using the then current credit card formula approved by the IAG EMC.

**Execution Page To  
AMENDED AND RESTATED  
E-ZPASS OPERATIONS INTERAGENCY AGREEMENT  
SPONSORED AFFILIATE MEMBER AGREEMENT**

The undersigned Sponsored Affiliate Member hereby agrees to be bound by the terms of the Amended and Restated E-ZPass Operations Interagency Agreement dated as of the 13<sup>th</sup> day of August, 2015, as amended by Amendment No. 1 dated as of March 8, 2018, as amended by Amendment No. 2 dated as of May 14, 2020, and as further amended from time to time in accordance with its terms, including those terms applicable to the Sponsored Affiliate Member.

Lee County Board of County Commissioners

[Sponsored Affiliate Name]

By:   
Its: Wice Chair  
Date: 2/9/21

Membership Approved and Accepted by the Sponsoring Member.

\_\_\_\_\_  
[Name of IAG Full Member Sponsor]

Date: \_\_\_\_\_

The undersigned Chair of the IAG Executive Management Committee certifies that the foregoing Sponsored Affiliate Member was approved on the \_\_\_ day of \_\_\_\_\_, 2020 by the EMC with the unanimous approval of the Full Member Agencies.

\_\_\_\_\_  
Chair, IAG Executive Management Committee

Date: \_\_\_\_\_

Approved as to Form for the  
Reliance of Lee County Only

By: Joseph Adams  
Office of the County Attorney