

MAY 25 2010 NPI/JB

AMENDMENT TO INTERLOCAL FUNDING AGREEMENT FOR
ACQUISITION AND CONSTRUCTION OF THE CENTRAL FLORIDA COMMUTER
RAIL SYSTEM

THIS AMENDMENT TO INTERLOCAL FUNDING AGREEMENT (this "Amendment"), is made and entered into by and among the State of Florida, Department of Transportation ("FDOT"), an agency of the State of Florida, and Orange County, a charter county and political subdivision of the State of Florida, Osceola County, a charter county and political subdivision of the State of Florida, Seminole County, a charter county and political subdivision of the State of Florida, the County of Volusia, a charter county and political subdivision of the State of Florida, and the City of Orlando, a municipal corporation of the State of Florida (collectively, the "Local Government Partners").

WITNESSETH:

WHEREAS, FDOT and the Local Government Partners have entered into an Interlocal Funding Agreement for the Acquisition and Construction of the Central Florida Commuter Rail System (the "Original Funding Agreement"); and


WHEREAS, action by the Florida Legislature and negotiations with CSX Transportation Inc. ("CSXT"), have created a need to amend the Original Funding Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to amend Original Funding Agreement as follows:

1. The fourth full premises clause on page 2 of the Original Funding Agreement which referenced Fixed-Guideway Bonds is hereby deleted and the following is substituted therefor:

"WHEREAS, FDOT will be acquiring the corridor from CSXT, at FDOT expense; and



State of Florida, County of Orange
I hereby certify that this is a true copy of
the document as reflected in the Official Records.
MARTHA O. HAYNIE, COUNTY COMPTROLLER
By: 
Dated: _____



2. The following phrase is added to the end of Section 4.02(A)(2)(c): “; provided, however, that FDOT may elect to fund any amount in excess of the 105 percent (which such FDOT funding will come from the FDOT Work Program in the geographic area of the Local Government Partners that choose not to provide additional funding), in which case, this Interlocal Funding Agreement may not be terminated”.

3. The following sentence is added to the end of Section 4.02(C): “If FDOT provides additional funding that will result in a cumulative increase of the contract price to more than 105 percent, the FDOT funding will come from the FDOT Work Program in the geographic area of the Local Government Partners that choose not to provide additional funding”.

4. Sections 4.03 and 4.05 are hereby deleted. Section 4.04 is renumbered as Section 4.03 and Section 4.06 is renumbered as Section 4.04. All references in the Original Funding Agreement to these paragraph numbers are hereby deemed to be amended to refer to the new paragraph numbers.

5. The words “and its Share of FDOT Bond Debt Service” are hereby deleted from the third and fourth lines of Section 4.04, now renumbered as Section 4.03.

6. In Section 5.01, all words after the words “expire upon” in line 4 are deleted and the following is substituted therefor: “full performance of all obligations hereunder”.

7. The following terms and their corresponding definitions are hereby deleted from Appendix A:

Debt Service

FDOT Fixed-Guideway Bonds

Interest Payment Date

Share of FDOT Bond Debt Service

8. In the definition of “**Corridor**”, “A749.57” shall be substituted for “A749.7” and “A813.82” shall be substituted for “A814.1”.

9. The words “and Debt Service on the FDOT Fixed-Guideway Bonds” are hereby deleted from the end of the definition of the term “**FDOT Funding Period**”.

10. The definition of “**Phase I Cost Estimate**” is changed to read: “means \$362,600,000 which includes estimated cost of preliminary engineering, acquisition of Station Property, final design, and construction of Phase I.”

11. The definition of “**Phase II Cost Estimate**” is changed to read: “means \$252,800,000 which includes estimated cost of preliminary engineering, acquisition of Station Property, final design, and construction of Phase II.”

12. The words “Debt Service on the FDOT Fixed-Guideway Bonds or” are hereby deleted from the last sentence on page A-11 in the definition of the term “**Total Operating Cost**”.

13. The following definition is hereby added to Appendix A:

“**Deductable(s), Self Assumed Amount(s), and Self-Insurance Retention Fund**” as between the FDOT, the Commission, and the Local Government Partners, shall mean the same thing and shall, whether capitalized or not, be deemed to be a reference to the deductibles or self-assumed amounts referred to in Section 21(b) of the Central Florida Operating and Management Agreement.

IN WITNESS WHEREOF, FDOT and the Local Government Partners Commission have caused this Amendment to be executed and delivered this ___ day of _____, 2010.

By and For The State of Florida Department of Transportation:

Norann [Signature]
Secretary, District Five

Date: 7/28/2010

[Signature]

Date: 7/28/10

Legal Review

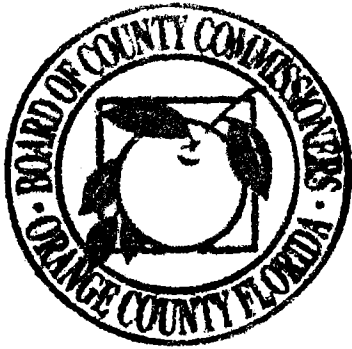
Approved as to financial terms R
+ funds are programmed
Robin M. Nantoni

Date: 7/23/10

Office of Comptroller

By and For Orange County:

IN WITNESS WHEREOF, the Board of County Commissioners of Orange County, Florida, has caused this Interlocal Funding Agreement to be executed and delivered this ___ day of MAY 25, 2010.



By and For Orange County:

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Richard T. Crotty*
Richard T. Crotty
Orange County Mayor

Attest: Martha O. Haynie, Orange County Comptroller
as Clerk of the Board of County Commissioners

By: *Vanan P. Hampton*
Assistant Deputy Clerk *SMGT-D-01*
Print Name: Vanan P. Hampton

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY



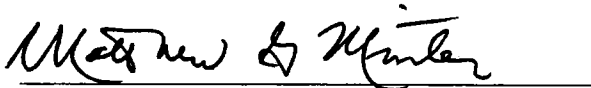
**MARYANNE MORSE, Clerk to the
Board of County Commissioners in
and for Seminole County, Florida.**



Chief Deputy Bob Dallari, Chairman

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.



County Attorney

By and For County of Volusia:

IN WITNESS WHEREOF, the County Council of the County of Volusia, Florida, has caused this First Amendment to Interlocal Funding Agreement to be executed and delivered this 28th day of July, 2010.

ATTEST:

By: 

Name: James T. Dinneen

Title: County Manager

Dated: 7/28/10

COUNTY OF VOLUSIA

By: 

Name: Frank T. Bruno, Jr.

Title: County Chair

Dated: 7/28/10

By and For City of Orlando:

IN WITNESS WHEREOF, the City Council of the City of Orlando, Florida, has caused this First Amendment to Interlocal Funding Agreement to be executed and delivered this 24 day of June 2010.

CITY OF ORLANDO

By: Buddy Dyer
Mayor Buddy Dyer

ATTEST:

Denise Holdridge
Alana C. Brenner, City Clerk
DENISE HOLDRIDGE, ACTING ASST. CITY CLERK

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED before me, the undersigned authority, Buddy Dyer and Alana C. Brenner, well known to me and known by me to be Mayor and City Clerk, respectively, of the City of Orlando, Florida, and acknowledged before me that they executed the foregoing First Amendment to Interlocal Funding Agreement on behalf of the City of Orlando as its true act and deed, and that they were duly authorized to do so.

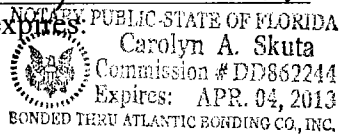
WITNESS MY hand and official seal this 24 day of June, 2010.

Carolyn A. Skuta

Notary Public, State of Florida at Large

Print Name: Carolyn A. Skuta

My commission expires:



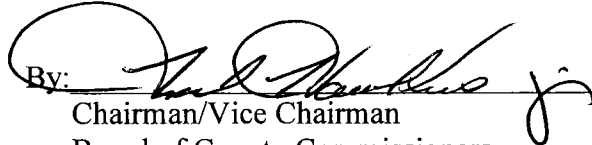
APPROVED AS TO FORM AND LEGALITY for the use and reliance of the City of Orlando, Florida, only.

July 12, 2010

[Signature]
Chief Assistant City Attorney
Orlando, Florida

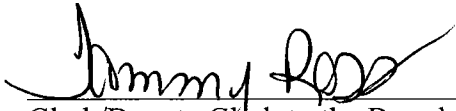
IN WITNESS WHEREOF, the Board of County Commissioners of Osceola County, Florida, has caused this Amendment to Interlocal Funding Agreement to be executed and delivered this 21st day of July, 2010.

OSCEOLA COUNTY, FLORIDA

By: 
Chairman/Vice Chairman
Board of County Commissioners

(SEAL)

ATTEST:


Clerk/Deputy Clerk to the Board of
County Commissioners

