

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
MAY 25 2010 *WPIJB*

SECOND AMENDMENT TO
INTERLOCAL GOVERNANCE AGREEMENT

THIS SECOND AMENDMENT TO INTERLOCAL GOVERNANCE AGREEMENT (the "Second Amendment"), is made and entered into by and among Orange County, a charter county and political subdivision of the State of Florida, "Orange County", Osceola County, a charter county and political subdivision of the State of Florida, "Osceola County", Seminole County, a charter county and political subdivision of the State of Florida, "Seminole County", the County of Volusia, a charter county and political subdivision of the State of Florida, "County of Volusia", and the City of Orlando, a municipal corporation of the State of Florida, "City of Orlando".

WITNESSETH:

WHEREAS, in August, 2007, Orange County, Osceola County, Seminole County, the County of Volusia and the City of Orlando, "Local Government Partners", entered into an Interlocal Governance Agreement for Creation of the Central Florida Commuter Rail Commission; and

WHEREAS, in December, 2008, the Local Government Partners entered into a First Amendment to Interlocal Governance Agreement; the agreements are collectively referred to as "Interlocal Governance Agreement"; and

WHEREAS, on February 26, 2010, the Central Florida Commuter Rail Commission, on a motion from Commissioner Bruno, voted unanimously to request their respective governing bodies to amend the Interlocal Governance Agreement to change and extend the term of the first Governing Board Chair to the year 2011; 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: *[Signature]*
Deputy Comptroller
Dated: *11/30/10*



DOCH 20100442036 B: 10082 P: 6565
07/30/2010 10:14:10 AM Page 1 of 14
Rec Fee: \$120.50
Martha O. Haynie, Comptroller
Orange County, FL
IO - Ret To: ORANGE COUNTY GROWTH MANA



WHEREAS, the planned funding structure for the Commuter Rail System (i.e. elimination of the plan to issue Fixed Guideway Bonds for purchase of the corridor) has changed, thus creating a need to amend Appendix A to the Interlocal Governance Agreement; and

WHEREAS, actions by the Florida legislature in addition to related issues arising from the Florida Department of Transportation's (FDOT's) negotiations with CSX Transportation, Inc., have created a need to further amend the Interlocal Governance Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct and incorporated into the substantive body of this Agreement.

SECTION 2. GOVERNING BOARD CHAIR. Section 3.04 of the Interlocal Governance Agreement is amended as follows:

SECTION 3.04. GOVERNING BOARD CHAIR. At the beginning of its initial meeting, and the first quarterly meeting of each calendar year thereafter starting in ~~2009~~2011, the Governing Board shall elect a Chair, a Vice Chair, and a Secretary from amongst its members. The Chair, Vice Chair and Secretary shall rotate each year, beginning in ~~2009~~2011, to a different Local Government Partners Representative. Members shall not be prohibited from serving in these positions for more than one term, provided such terms are not successive.

SECTION 3. LOCAL OPERATING SUPPORT . Section 4.01(F) is amended as follows:

SECTION 4.01(F). LOCAL OPERATING SUPPORT. Subject to the provisions contained in the following Subsection (G), the Local Government Partners collective annual obligation to fund the system operating deficits shall be limited to the following amounts:

<u>Year</u>	<u>System Operating Deficit</u>
2017	\$7,786,000.00
2018	\$6,895,000.00
2019	\$6,804,000.00
2020	\$7,225,000.00
2021	\$7,128,000.00
2022	\$7,574,000.00
2023	\$7,471,000.00
2024	\$7,944,000.00
2025	\$7,835,000.00
2026	\$7,336,000.00
2027	\$8,219,000.00
2028	\$8,750,000.00
2029	\$8,627,000.00
2030	\$9,189,000.00
2031	\$9,058,000.00
2032	\$9,653,000.00
2033	\$9,514,000.00
2034	\$9,996,000.00
2035	\$10,145,000.00

2036	<u>\$10,665,000.00</u>
Total	\$168,811,000.00 <u>\$146,329,000.00</u>

SECTION 4. LOCAL OPERATING SUPPORT. Section 4.01(H) is amended as follows:

SECTION 4.01(H). LOCAL OPERATING SUPPORT. If the Base Service cannot be adjusted pursuant to Section 4.06 of the Interlocal Operating Agreement, as amended, to reduce the System Operating Deficit below the amounts specified in subsection (F) and the Local Government Partners do not agree to provide additional funding pursuant to subsection (G), and, within the period specified in subsection (F), FDOT elects not to fund the excess annual System Operating Deficit for any year under the terms of Section 6.02(B)(6)(b), of the Interlocal Operating Agreement, as amended, the Commission shall terminate the Commuter Rail System pursuant to Section 6.02(B)(6) of the Interlocal Operating Agreement, as amended.

SECTION 5. LOCAL OPERATING SUPPORT. Sections 4.01 (I) and (J), are hereby created to read as follows:

SECTION 4.01 (I) LOCAL OPERATING SUPPORT. On or prior to June 1 preceding the first full Fiscal Year following the 2036 State Fiscal Year and each Fiscal Year thereafter, the Commission shall provide the estimated System Operating Deficit for each Fiscal Year, which shall include any Expanded Service or Extended Service that will be implemented during such Fiscal Year, to the Local Government Partners.

SECTION 4.01 (J) LOCAL OPERATING SUPPORT. Any Local Government Partner may elect to terminate its obligation to fund its Share of Local Operating Support, beginning with the first full Fiscal Year following the 2036 State Fiscal Year or any Fiscal Year thereafter, as follows:

(1) The Local Government Partner desiring to terminate its obligation to fund its Share of Local Operating Support shall adopt a resolution prior to April 1, 18 months before the end of the last Fiscal Year for which it budgets its full Share of Local Operating Support, stating its intent to terminate its funding obligation for subsequent Fiscal Years. Copies of the resolution shall be provided by such Local Government Partner to the other Local Government Partners in accordance with Section 5.04 hereof. A copy of the resolution shall also be provided by such Local Government Partner to FDOT within 30 days of adoption. Adoption of the resolution shall terminate such Local Government Partner's rights and obligations under this Interlocal Governance Agreement (including, but not limited to, its right to elect or designate a Member of the Governing Board) effective at the end of the last Fiscal Year for which it budgets its Share of Local Operating Support. Absent the unanimous agreement of the Local Government Partners, the Commission shall not approve any Expanded Service or Extended Service that increases the departing Local Government Partners' Share of Local Operating Support, after the adoption by said Local Government Partner of a resolution establishing the intent to terminate its funding obligations as described herein.

(2) The Local Government Partners shall meet, as soon as practicable after adoption of the resolution, to discuss the increases in their respective Shares of Local Operating Support that will result from actions taken pursuant to the foregoing paragraph (1) and any possible reductions in the Commuter Rail System service levels to alleviate such increases.

(3) If, prior to January 1 of the Fiscal Year following adoption of a resolution stating the intent of a Local Government Partner to terminate its obligation to fund its Share of Local Operating Support , the remaining Local Government Partners unanimously agree to the increases in their respective Shares of Local Operating Support or reductions in the Commuter Rail System service levels to alleviate such increases or the Local Government Partners unanimously agree on some other method of continuing operation of the Commuter Rail System, (which agreement shall be evidenced by resolutions adopted by each of the remaining Local Government Partners), this Interlocal Governance Agreement shall remain in full force and effect as to the remaining Local Government Partners. The remaining Local Government Partners shall amend this Interlocal Governance Agreement as necessary to incorporate changes occurring by virtue of the termination of the departing Local Government Partner's rights and obligations and the agreement of the remaining Local Government Partners to continue operation of the Commuter Rail System.

(4) If, prior to January 1 of the Fiscal Year following adoption of a resolution stating the intent of a Local Government Partner to terminate its obligation to fund its Share of Local Operating Support , the remaining

Local Government Partners do not unanimously agree to the increases in their respective Shares of Local Operating Support or reductions in the Commuter Rail System service levels to alleviate such increases, or the Local Government Partners do not unanimously agree on some other method of continuing operation of the Commuter Rail System, (which agreement shall be evidenced by resolutions adopted by each of the remaining Local Government Partners), the Commission shall terminate the Commuter Rail System pursuant to Section 6.02(B)(6) of the Interlocal Operating Agreement, as amended.

SECTION 6. APPENDIX A. Appendix A of the Interlocal Governance

Agreement is amended as follows:

- a) The following terms are deleted from Appendix A:

Debt Service

FDOT Fixed-Guideway Bonds

Interest Payment Date

Share of FDOT Bond Debt Service

- b) In the definition of “**Corridor**”, “A749.57” shall be substituted for “A749.7” and “A813.82” shall be substituted for “A814.1.”
- c) 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**”.
- d) 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.”

- e) 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.”
- f) The words “Debt Service on the FDOT Fixed-Guideway Bonds or” are hereby deleted from the second sentence of the definition of the terms “**Total Operating Cost**”.
- g) 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.

SECTION 7. EFFECTIVE DATE. This Second Amendment shall become effective when a fully-executed copy is filed with the clerk of the circuit court for each of the Local Government Partners.

SECTION 8. COUNTERPARTS. This Second Amendment may be executed in multiple counterparts. Each such counterpart shall be deemed an original of this First Amendment, so that in making proof of this Second Amendment, it shall only be necessary to produce or account for one such counterpart.

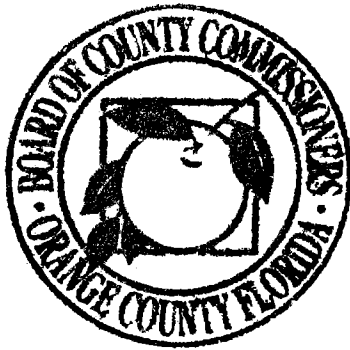
SECTION 9. STATUS OF INTERLOCAL GOVERNANCE AGREEMENT. Except as expressly modified by this Second Amendment, the Interlocal Governance Agreement shall be and remain in full force and effect.

SIGNATURES START NEXT PAGE

By and For Orange County:

IN WITNESS WHEREOF, the Board of County Commissioners of Orange County, Florida, has caused this Second Amendment To Interlocal Governance 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

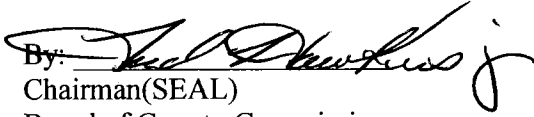
Attest: Martha O. Haynie, Orange County Comptroller
as Clerk of the Board of County Commissioners

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

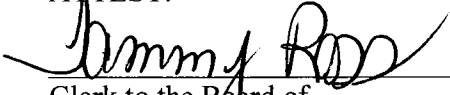
By and For Osceola County:

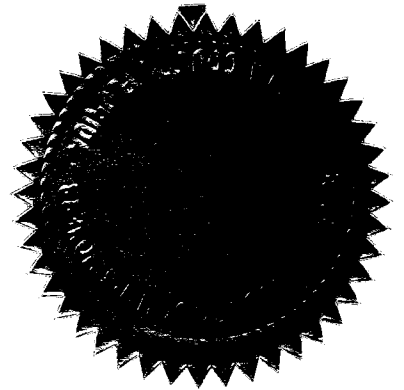
IN WITNESS WHEREOF, the Board of County Commissioners of Osceola County, Florida, has caused this Second Amendment To Interlocal Governance Agreement to be executed and delivered this 21st day of July, 2010.

OSCEOLA COUNTY, FLORIDA

By: 
Chairman(SEAL)
Board of County Commissioners

ATTEST:

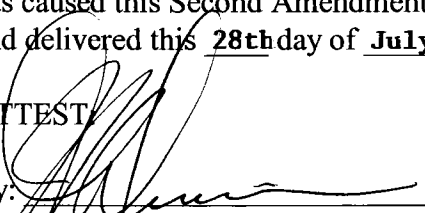

Clerk to the Board of
County Commissioners



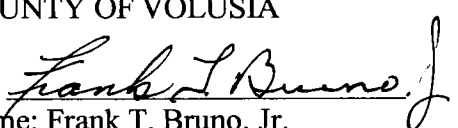
By and For County of Volusia:

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

ATTEST

By: 
Name: James T. Dinneen
Title: County Manager/Clerk
Dated: 7/28/10

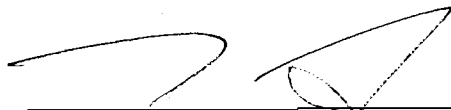
COUNTY OF VOLUSIA

By: 
Name: Frank T. Bruno, Jr.
Title: County Chair
Dated: 7/28/10

IN WITNESS WHEREOF, the Board of County Commissioners of Seminole County, Florida, has caused this Second Amendment To Interlocal Governance Agreement to be executed and delivered this ___ day of _____, 2010.

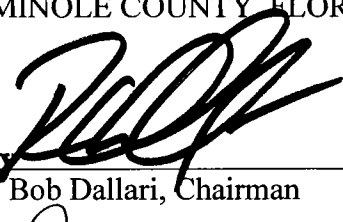
ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA



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

Chief Deputy




Bob Dallari, Chairman

Date: June 8, 2010

As authorized for execution by the Board of
County Commissioners at its June 8,
2010, regular meeting.

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.



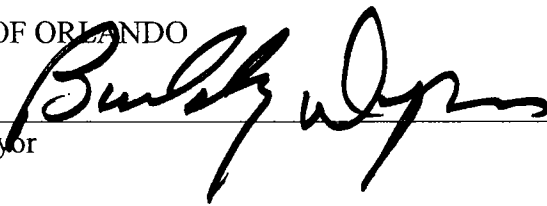
County Attorney

By and For City of Orlando:

IN WITNESS WHEREOF, the City Council of the City of Orlando, Florida, has caused this Second Amendment to Interlocal Governance Agreement to be executed and delivered this 29 day of June, 2010.

CITY OF ORLANDO

By: _____
Mayor



ATTEST:

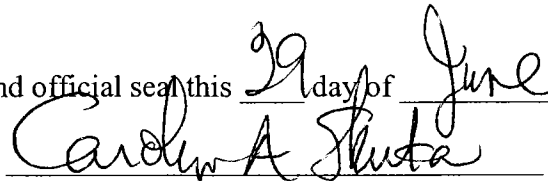
Denise Holdridge
Alana C. Brenner, City Clerk

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 Second Amendment to Interlocal Governance Agreement on behalf of the City of Orlando as its true act and deed, and that they were duly authorized to do so.

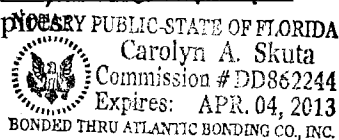
WITNESS MY hand and official seal this 29 day of June, 2010.



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



Chief Assistant City Attorney
Orlando, Florida