

**FIRST AMENDMENT TO  
INTERLOCAL GOVERNANCE AGREEMENT**

**THIS FIRST AMENDMENT TO INTERLOCAL GOVERNANCE AGREEMENT**

(the "First 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 (the "City of Orlando").

**WITNESSETH:**

**WHEREAS**, Orange County, Osceola County, Seminole County, the County of Volusia and the City of Orlando (collectively, the "Local Government Partners") have previously entered into an Interlocal Governance Agreement for Creation of the Central Florida Commuter Rail Commission (the "Original Governance Agreement"); and

**WHEREAS**, the Local Government Partners desire to amend the Original Governance Agreement to provide for the designation or election of alternate "Members" of the Central Florida Commuter Rail Commission "Governing Board" and for the designation of alternate members of the "Technical Advisory Committee," as such terms are defined in the Original Governance Agreement;

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

**SECTION 1. DEFINITIONS.** The definition of "Member" set forth in the Master Glossary of Terms for the Florida Commuter Rail System Agreements attached to the Original Governance Agreement as Appendix A is hereby amended as follows:

"Member" means a member of the Governing Board or an alternate, as designated or elected, as applicable, pursuant to ~~in~~ Section 3.03 of the Interlocal Governance Agreement.

**SECTION 2. GOVERNING BOARD.** Section 3.03 of the Original Governance Agreement is hereby amended as follows:

**SECTION 3.03. GOVERNING BOARD.** All powers, privileges and duties vested in or imposed upon the Commission shall be exercised by a Governing Board comprised of the following five Members:

(A) the Orange County Mayor, or an Orange County Commissioner designated by the Orange County Mayor;

(B) an Osceola County Commissioner elected by the Osceola County Board of County Commissioners;

(C) a Seminole County Commissioner elected by the Seminole County Board of County Commissioners;

(D) a member of the Volusia County Council elected by the Volusia County Council; and

(E) the Mayor of the City of Orlando, or an Orlando City Councilmember designated by the Mayor of the City of Orlando.

Each of the Local Government Partners may designate or elect, as applicable, a second member of its governing board to serve as an alternate Member.

**SECTION 3. TECHNICAL ADVISORY COMMITTEE.** Section 3.07(A) of the Original Governance Agreement is hereby amended as follows:

**SECTION 3.07. TECHNICAL ADVISORY COMMITTEE.**

(A) The Governing Board shall establish a Technical Advisory Committee to provide technical assistance to the Governing Board and the FDOT. The Technical Advisory ~~Board~~ Committee shall consist of a single staff representative of FDOT, each Local Government Partner, each municipality that has a Station within its corporate limits and is not a Local Government Partner (as of the date hereof, these municipalities are DeLand, DeBary, Sanford, Lake Mary, Longwood, Altamonte Springs, Maitland, Winter Park and Kissimmee), VOTRAN, LYNX, Metroplan Orlando, and the Volusia County Metropolitan Planning Organization. ~~The staff representatives shall be designated by the chief executive officer of each such entity, and shall serve without compensation from FDOT or the Commission.~~ The chief executive officer of each such entity shall designate one primary representative and one alternative representative, each of whom shall serve without compensation from FDOT or the Commission.

**SECTION 4. EFFECTIVE DATE.** This First 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 5. COUNTERPARTS.** This First 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 First Amendment, it shall only be necessary to produce or account for one such counterpart.

**SECTION 6. STATUS OF ORIGINAL GOVERNANCE AGREEMENT.** Except as expressly modified by this First Amendment, the Original Governance Agreement shall be and remain in full force and effect.