

**2<sup>nd</sup> AMENDMENT TO JOINT USE AGREEMENT**  
**BETWEEN**  
**THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**  
**AND**  
**THE COUNTY OF VOLUSIA**

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This 2<sup>nd</sup> Amendment to the Joint Use Agreement (“Second Amendment”) between the State of Florida, Department of Transportation (herein referred to as “FDOT”) and the County of Volusia, a political subdivision of the State of Florida (herein referred to as “LOCAL GOVERNMENT PARTNER”), is intended to add one new station as part of the SunRail Phase 2 North Expansion Project as described herein;

WITNESSETH:

**WHEREAS**, in accordance with Section 3.04 of the interlocal agreement (as amended, “Interlocal Operating Agreement”) entered into by FDOT and the Central Florida Commuter Rail Commission (“CFCRC”) on or about August 29, 2007, the parties hereto are required to enter into a joint use agreement regarding any SunRail Stations within Volusia County;

**WHEREAS**, the parties hereto have previously entered into a joint use agreement (“Joint Use Agreement”) regarding the SunRail Station located in the city of DeBary (“DeBary Station”), which was executed by the LOCAL GOVERNMENT PARTNER on April 8, 2011; and

**WHEREAS**, the parties hereto subsequently amended the Joint Use Agreement on January 5, 2015, to address the expanded parking area at the SunRail DeBary Station; and

**WHEREAS**, the Joint Use Agreement addresses, among other things, the responsibility for maintenance of the parking area associated with the SunRail DeBary Station; and

**WHEREAS**, FDOT is constructing that portion of the SunRail Commuter System known as Phase II North;

**WHEREAS**, Phase II North includes one additional station located in Volusia County, near the city of DeLand (“DeLand Station”); and

**WHEREAS**, the parties hereto desire to add the DeLand Station to the existing Joint Use Agreement referenced herein and thereby satisfy the requirements of Section 3.04 of the Interlocal Operating Agreement.

**NOW THEREFORE**, the parties agree as follows:

1. The recitals set forth above are true and correct and are incorporated herein.

2. Unless otherwise defined herein, capitalized terms shall have the meanings set forth in the Master Glossary of Terms for Central Florida Commuter Rail System Agreements, which is attached to the Interlocal Operating Agreement as Appendix A.

3. Paragraph 2.c. of the Joint Use Agreement is amended to add “Property 2” at the end of Paragraph 2.c. to read as follows:

Property 2: The “**Phase II Station**”: This Station is located in Volusia County, Florida at the northeast quadrant of the intersection of Old New York Avenue and the Central Florida Rail Corridor (CFRC) adjacent to the existing Amtrak DeLand Station. The Station area will include the Station Platform, a kiss and ride drop off area, a two-bay bus drop off facility and parking spaces. The Station (and Station Property) specifically exclude the Amtrak DeLand Station and its parking area, as depicted in Appendix A. The Parking spaces for Base Service as defined in the Interlocal Operating Agreement shall be as set forth on Appendix A, incorporated herein by reference. Opening day parking will be provided in the surface lot. Automobile access to the facility will consist of a direct connection to Old New York Avenue, all as shown on Appendix A.”

The preexisting language of Paragraph 2.c. remains in full force and effect. The paragraph set forth above is an addition to, not a replacement of, such language.

4. Paragraph 5.b of the Joint Use Agreement shall be amended to state, in its entirety, as follows:

(b) Except as otherwise set forth in Section 5(c) herein below, at all times, the Station Property indicated on Appendix A as “LOCAL” shall be maintained by the LOCAL GOVERNMENT PARTNER in whose boundaries the Station is located. Maintenance of the Station Property shall include, but shall not be limited to, maintenance of any and all parking on the Station Property (which does not include the parking area for the Amtrak DeLand Station, as indicated on Exhibit A). The LOCAL GOVERNMENT PARTNER’s maintenance responsibilities, as further described below, shall include day-to-day maintenance, such as housekeeping and janitorial services.

5. The Joint Use Agreement is hereby amended by deleting the original Appendix A, Maintenance Responsibility with the attached Amended Appendix A, Maintenance Responsibility that reflects the additional station parking area associated with the SunRail DeLand Station.

6. Within thirty (30) days after completion of construction of the Phase II Station, FDOT shall transfer and assign to the LOCAL GOVERNMENT PARTNER all of its warranty rights from the contractor for construction of the DeLand Station or will provide appropriate

authorization to LOCAL GOVERNMENT PARTNER allowing it to pursue appropriate warranty claims related to the construction of the DeLand Station.

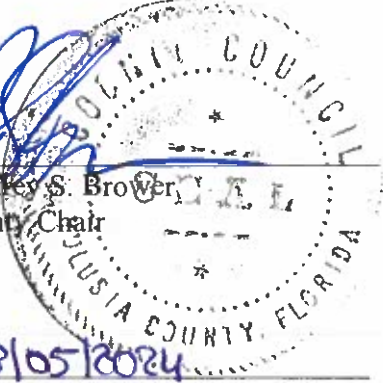
7. All other terms and conditions of the Joint Use Agreement remain unchanged and in full force and effect.

**[REST OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties have executed this Agreement effective this 5<sup>th</sup> day of August, 2024.


**COUNTY OF VOLUSIA**


By:   
Name: Jeffrey S. Brower  
Title: County Chair  
Date: 08/05/2024





**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

By:   
Name: Charles M. Heffinger, Jr., P.E.  
Title: District 5, Director of Transportation Operations  
CFRC/SunRail Chief Operating Officer  
Date: 8/5/2024

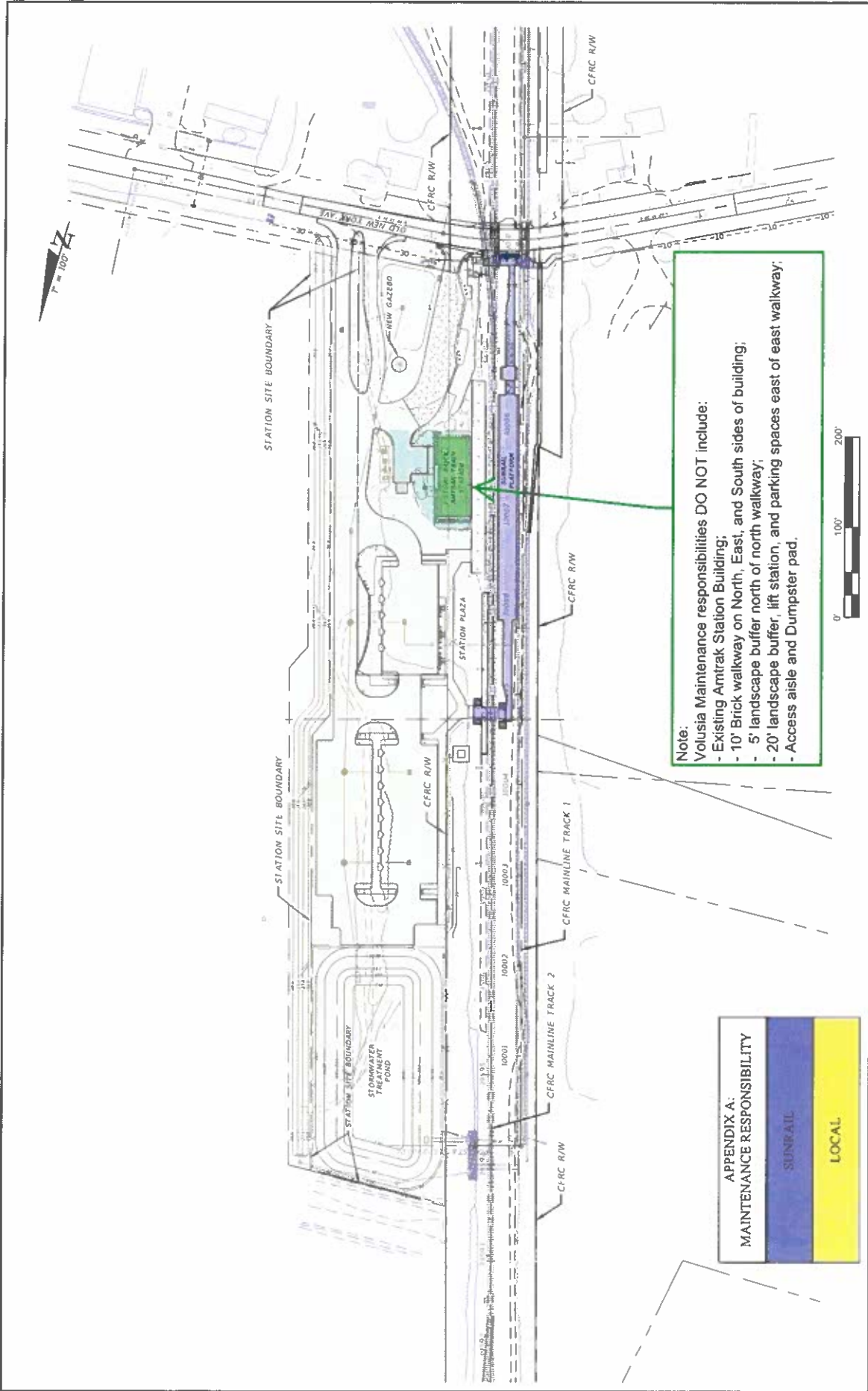
Attest:  
  
Name: George Recktenwald  
Title: County Manager  
Date: 08/05/2024

Attest:  
  
Name: Michelle Sloan  
Title: District 5, Procurement Manager  
Date: 8.5.24

Legal Review:  
  
Thomas R. (Russ) Brown, III  
Deputy County Attorney

Legal Review:  
  
District 5 Counsel

**APPENDIX A  
MAINTENANCE RESPONSIBILITY**



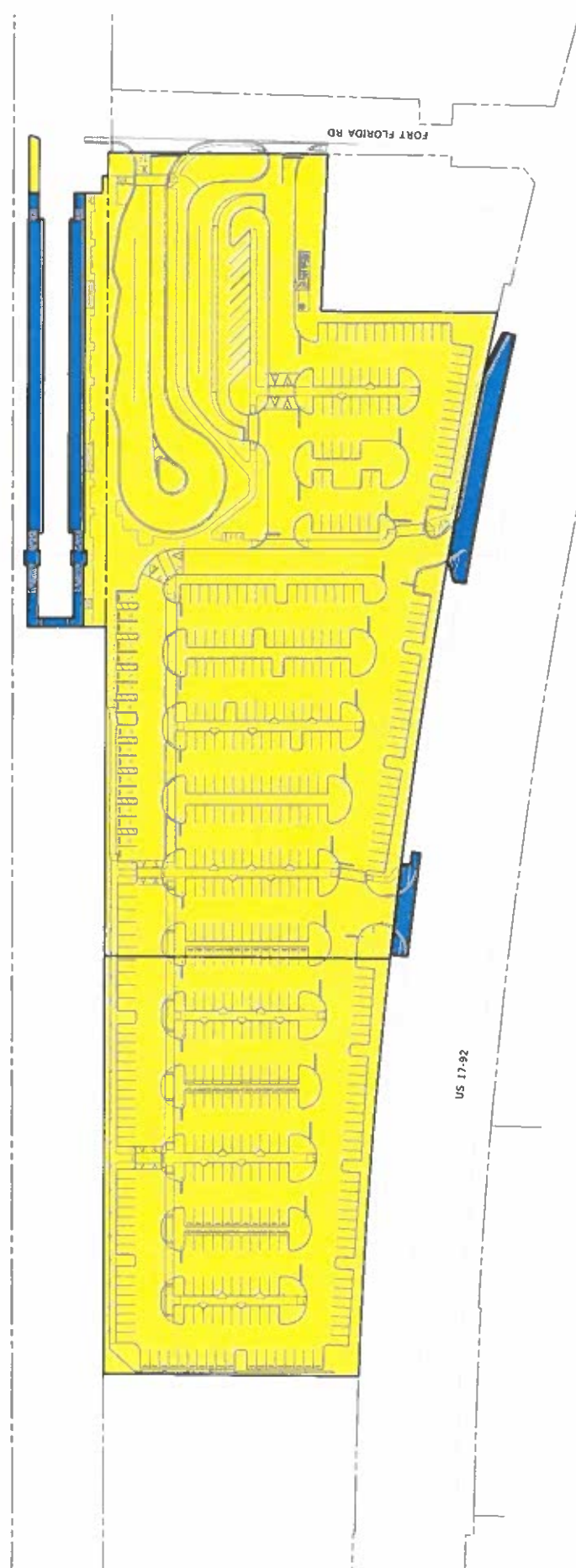
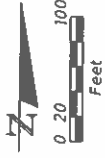
**Note:**  
 Volusia Maintenance responsibilities DO NOT include:  
 - Existing Amtrak Station Building;  
 - 10' Brick walkway on North, East, and South sides of building;  
 - 5' landscape buffer north of north walkway;  
 - 20' landscape buffer, lift station, and parking spaces east of east walkway;  
 - Access aisle and Dumpster pad.

APPENDIX A:  
 MAINTENANCE RESPONSIBILITY

SUNRAIL
LOCAL

	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	CENTRAL FLORIDA COMSUMER RAIL TRANSIT (CFCRT) PHASE 2 NORTH	SHEET NO.
	ROAD NO.	COUNTY	<b>DELAND STATION MAINTENANCE RESPONSIBILITY</b>
	CFRC P2/N	VOLUSIA	
	FINANCIAL PROJECT ID	4234461-52-01	
	REVISIONS		
DATE	DESCRIPTION		

**APPENDIX A  
MAINTENANCE RESPONSIBILITY**



**APPENDIX A:  
MAINTENANCE RESPONSIBILITY**

SUNRAIL
LOCAL

		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	DEBARY STATION MAINTENANCE RESPONSIBILITY	SHEET NO.
		ROAD NO. N/A	COUNTY VOLUSIA	
		FINANCIAL PROJECT ID 430290-132-01		
ACOM TECHNICAL SERVICES, INC. 315 E. ROBINSON STREET, SUITE 245 ORLANDO, FL 32804-1949 PH (407) 422-0353 FAX (407) 423-2695 CERTIFICATE OF AUTHORIZATION NO. 008H5				
DATE DESCRIPTION DATE DESCRIPTION REVISIONS				
18-09-27-08 0:0747RT/C:\ODD\430290132\1088847\02bary1.mxd "MaintenanceResponsibility.dwg"				