



**Interoffice Memorandum**

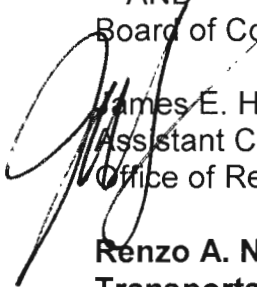
APPROVED BY ORANGE  
COUNTY BOARD OF COUNTY  
COMMISSIONERS

**AGENDA ITEM**

BCC Mtg. Date: May 24, 2016

May 11, 2016

**TO:** Mayor Teresa Jacobs  
—AND—  
Board of County Commissioners

**FROM:**  James E. Harrison, Esq., P.E.  
Assistant County Administrator  
Office of Regional Mobility

**CONTACT:** **Renzo A. Nastasi, AICP, Manager  
Transportation Planning Division**

**PHONE:** **(407) 836-8072**

**SUBJECT:** May 24, 2016 – Consent Agenda  
Orange County and Central Florida Regional  
Transportation Authority (d/b/a LYNX) Relating to a  
Transit Corridor Study of State Road 436 (Semoran  
Boulevard)

Pursuant to the agreement, LYNX intends to conduct a transit performance and transit improvement study along the State Road 436 corridor (extending from the State Road 434 in Seminole County to the Orlando International Airport South Terminal). The scope of the study is to assess the potential mobility improvements and access to transit. In addition, the study will address context sensitive land uses, infrastructure, improvements to connectivity, pedestrian and bicycle safety, and other transit related enhancements.

The agreement stipulates that Orange County will participate in the funding of the proposed study in FY 16/17. The total cost of the study is estimated to be \$1,270,000 with Orange County's share being \$190,000. The remainder of the funding will be derived from other project partners including the City of Orlando (\$450,000), Seminole County (\$455,000) and FDOT (\$175,000) though separate agreements.

The County Attorney's Office, the Risk Management Division, and the Transportation Planning Division have reviewed the Interlocal Agreement and find it acceptable.

**Action Requested:** **Approval and execution of Interlocal Agreement (Pursuant to the Florida Interlocal Cooperation Act of 1969, Part I, Chapter 163, Florida Statutes) by and between Orange County, Florida and Central Florida Regional Transportation Authority (d/b/a/ LYNX) relating to a Transit Corridor Study of State Road 436 (Semoran Boulevard). Districts 3, 4, and 5.**

JEH/RAN/lab

Attachment

BCC Mtg. Date: May 24, 2016

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INTERLOCAL AGREEMENT  
(Pursuant to the Florida Interlocal Cooperation Act of 1969, Part I, Chapter 163, Florida Statutes)  
By and between

**Orange County, Florida,**

**and**

**Central Florida Regional Transportation Authority (d/b/a LYNX)**

**Relating to a Transit Corridor Study of State Road 436 (Semoran Boulevard)**

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Orange County Board of County Commissioners

Regular Meeting of \_\_\_\_\_, **MAY 24 2016**, 2016

Central Florida Regional Transportation Authority Governing Board

Regular Meeting of \_\_\_\_\_, \_\_\_\_\_, 2016

**THIS INTERLOCAL AGREEMENT** ("**Agreement**"), made in the County of Orange, State of Florida, is made and entered into by and between **ORANGE COUNTY, FLORIDA**, a political subdivision of the State of Florida, and having its principal place of business at 201 S. Rosalind Avenue, Orlando, Florida 32801 (the "**County**"), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, d/b/a LYNX**, a Florida body politic and corporate, duly created, organized, and existing under, and by virtue of, Part III, Chapter 343, Florida Statutes, and having its principal place of business at LYNX Central Station, 455 N. Garland Ave., Orlando, Florida 32801 (the "**Authority**").

**WITNESSETH**

**WHEREAS**, provided by Part I, of Chapter 125, of Title XI, in section 125.01(1)(m), of the Florida Statutes, the legislative and governing body of a county shall have the power to carry on county government, to include the provision and regulation of arterial and other roads and related facilities, and to develop and enforce plans for the control of traffic and parking; and

**WHEREAS**, the Authority was created and established by Part III, Chapter 343, Florida Statutes, for the purpose of governing and operating a public transportation system and public transportation facilities in Seminole, Orange, and Osceola Counties, and may exercise all powers necessary, appurtenant, convenient, or incidental to the carrying out of said purpose; and

**WHEREAS**, this Agreement is made and entered into by the County and the Authority pursuant to the Florida Interlocal Cooperation Act of 1969, Part I, Chapter 163, Florida Statutes, the purpose of which is "to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities"; and

**WHEREAS**, the Orange County 2030 Long Range Transportation Plan identifies portions of SR 436 for various transit enhancements and studies; and

**WHEREAS**, on August 19, 2014, Orange County staff presented a Multimodal Corridor Plan to the Board of County Commissioners, to make key State/County corridors more multimodal and enhance livability through high quality transit areas, in addition to focusing on the economy and safety of SR 436 within the Study area; and

**WHEREAS**, the parties desire that the Authority contract for the performance of a State Road 436 (SR 436) corridor study (the "**Study**"), the purpose of which is to provide data and analysis related to existing and future travel demand, trip patterns, modal preferences, and transportation needs along the SR 436 corridor in order to improve corridor mobility through a higher level of public transportation service; and

**WHEREAS**, the Study is the first step of the United States Department of Transportation Federal Transit Administration ("**FTA**") New Starts and Small Starts planning and project development processes; and

**WHEREAS**, FTA's New Starts and Small Starts programs are the federal government's primary financial resource for supporting locally-planned, implemented, and operated transit "guideway" capital investments; and

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**WHEREAS**, a corridor study is the local forum for evaluating the costs, benefits, and impacts of a range of transportation alternatives designed to address mobility problems and other locally-identified objectives in a defined transportation corridor, and for determining which particular investment strategy should be advanced for more focused study and development, and for helping to determine which projects may result in the local selection of a project eligible for FTA New Starts or Small Starts funding; and

**WHEREAS**, a corridor study further serves as the process for development of the technical information necessary to support a candidate's process into the New Starts' and Small Starts' project development; and

**WHEREAS**, the County has allocated funding for the Study and will provide a local share estimated to be in the amount of \$190,000 (the "**Local Share**"); and

**WHEREAS**, the parties desire that the Authority contract with a Qualified Private Supplier (as hereinafter defined) or Qualified Private Suppliers to perform all of the services necessary to complete the Study and, to the extent applicable and appropriate, future phases of the New Starts or Small Starts planning and project development process and the New Starts or Small Starts Project; and

**WHEREAS**, the Board of County Commissioners of Orange County, Florida, hereby finds and declares that this Agreement promotes a valid and important public purpose and is in the best interest of the public health, safety, and welfare of the citizens of Orange County.

**NOW, THEREFORE**, in consideration of the promises and covenants contained herein, and other good and valuable consideration, each to the other provided, the receipt and sufficiency of which is hereby acknowledged, the County and the Authority agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into and made a part of this Agreement as if fully set forth hereinafter.

2. **Definitions.** For the purposes of this Agreement the following terms, phrases, words and their derivations shall have the meaning contained hereinafter, except where the context clearly requires otherwise.

**"Additional Funding Partners"** has the meaning set forth in Section 5.

**"Additional Interlocal Agreements"** has the meaning set forth in Section 5.

**"Agreement"** has the meaning set forth in the Caption.

**"Authority"** has the meaning set forth in the Caption.

**"Breaching Party"** has the meaning set forth in Section 27.1.

**"County"** has the meaning set forth in the Caption.

**"Contract"** means a contract that the Authority enters into with a Qualified Private Supplier for goods and/or services related to the Study or, to the extent applicable, future phases of

the New Starts or Small Starts planning and project development process and the New Starts or Small Starts Project.

"**Damages**" has the meaning set forth in Section 8.

"**FTA**" means the U.S. Department of Transportation Federal Transit Administration.

"**Indemnitee(s)**" has the meaning set forth in Section 8.

"**Local Share**" has the meaning set forth in the Recitals.

"**Master Agreement**" means the United States of America Department of Transportation Federal Transit Administration Master Agreement for Federal Transit Administration Agreements, dated October 1, 2014, as the same may be amended, restated or superseded from time-to-time (the terms of which are incorporated into FTA grant agreements).

"**New Starts Project**" means a transit fixed "guideway" project for which FTA agrees to provide New Starts Funding and which results from the Study.

"**OIA**" means Orlando International Airport, having an address of One Jeff Fuqua Boulevard, Orlando, Florida 32827.

"**Project Budget**" has the meaning set forth in Section 5.

"**Qualified Private Supplier(s)**" means any person or firm (or persons or firms) retained by the Authority to provide goods and services related to the Study or, to the extent applicable, future phases of the New Starts or Small Starts planning and project development process and the New Starts or Small Starts Project.

"**Small Starts Project**" means a transit fixed guideway system or corridor-based BRT system project for which FTA agrees to provide Small Starts Funding and which results from the Study.

"**Solicitation Document**" means a request for proposal or other document that the Authority uses to solicit a Qualified Private Supplier to enter into a Contract with the Authority.

"**Study**" has the meaning set forth in the Recitals.

3. **Scope of the Study.** The focus of the Study will be the segment of the SR 436 corridor between SR 434 and the OIA South Terminal due to the significant role this portion plays in the region's economy and image. The points of focus for the Study are:

- (1). Improve mobility and access to transit.
- (2). Enhance the image of the corridor and improve visitors' first impressions through context sensitive land use, infrastructure and wayfinding designs.
- (3). Improve connectivity and mode share through the identification of connectivity gaps and barriers to pedestrian and bicycle access and mobility along and across this corridor.
- (4). Improve pedestrian and bicycle safety, comfort and access - relative to the corridor and associated LYNX services - through an understanding of how safety, comfort and

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access are impacted by the corridor's infrastructure policy, design, practice and regulation.

- (5). Increase transit ridership.
- (6). Reduce transit travel time in the corridor.
- (7). Understand the nature of transit travel along the corridor and relationship to other LYNX services as well as the use of SunRail.
- (8). To promote/encourage redevelopment projects in the communities and neighborhoods along the corridor to be transit supportive by integrating transit, bicycle and pedestrian amenities within the development.
- (9). Analyze the impact of tourist related trips in the corridor.
- (10). Analyze the relationship of transit and existing and proposed land uses.
- (11). Understand the transportation needs of the unique populations living, working and visiting this corridor.
- (12). Improve quality of life for those who live and work along this corridor.
- (13). Emphasize context sensitive complete streets fundamentals.

The Study is intended to provide a clear understanding of transportation issues in the project corridor and will produce system performance statistics for informed decision making. Because LYNX would like to ensure that a potential project could compete for federal funding in the future, LYNX staff and the consultant team will coordinate as appropriate with the FTA in terms of forecasting methodology, cost, benefit, and impact. The Study scope includes the following tasks:

- (1). Project Management
- (2). Public Outreach
- (3). Data Collection and Conditions/Needs Assessment
- (4). Formulate Project Goals and Objectives and Evaluation Criteria
- (5). Identification of Alternatives
- (6). Traffic Impact/Access Study
- (7). Offline Ridership Model
- (8). Alternatives Review
- (9). Next Steps Memorandum
- (10). Funding Program Evaluation
- (11). Optional Task: Health Impact Assessment

4. **Qualified Private Supplier.** The Authority will select and contract with a Qualified Private Supplier or Qualified Private Suppliers to carry out the Study and, to the extent applicable and appropriate, future phases of the New Starts or Small Starts planning and project development process and the New Starts or Small Starts Project. The Authority shall be fully responsible for the selection of the Qualified Private Supplier or Qualified Private Suppliers. The {38160183;4}

method by which the Authority seeks proposals from interested parties and selects a Qualified Private Supplier or Qualified Private Suppliers shall be at the sole and absolute direction and responsibility of the Authority, subject in all cases to the Master Agreement and all applicable FTA procurement regulations. The County understands and accepts that it is the intent of the Authority at the time that this Agreement is originally executed for the Authority to select a Qualified Private Supplier or Qualified Private Suppliers through a request for proposal or similar process. The Authority will not issue a request for proposal or similar document until such time as it has entered into the Additional Interlocal Agreements (as defined below) with the City of Orlando and Seminole County. The County also understands and accepts that if the Authority is unable to obtain and contract with, in the opinion of the Authority, such a suitable Qualified Private Supplier or Qualified Private Suppliers (for either the Study, future phases of the New Starts or Small Starts planning and project development process for the New Starts or Small Starts Project) within the Project Budget (as defined below), then the Authority may, in its discretion, terminate this Agreement pursuant to Section 27.2, herein.

5. **Project Budget.** The parties anticipate the total cost of the Study to be \$1,270,000 (the "**Project Budget**"). The Project Budget is equal to sum of the Local Share from the County, as well as funding contributions from the City of Orlando, Seminole County, and the Florida Department of Transportation ("**FDOT**") (the "**Additional Funding Partners**"), as more fully described in **Exhibit "A"**, attached hereto and incorporated herein. The Project Budget as shown on **Exhibit "A"** may increase or decrease depending on the proposals received in response to the request for proposal process described in Section 4 above (it being acknowledged and agreed that the Authority will not contract with a Qualified Private Supplier or Qualified Private Suppliers without first obtaining the consent of the County should the cost of the contract exceed the anticipated Project Budget); however, the County's Local Share will remain fixed and shall not be increased without the parties formally amending this Agreement pursuant to Section 25 herein. The Authority shall require the Additional Funding Partners to pay their respective funding contributions, in full, to the Authority within 30 days of the Authority's Board of Directors' Authorization to Award a contract to the Qualified Private Supplier or Qualified Private Suppliers, and the Authority shall provide written notice to the County of the Additional Funding Partners' commitments to provide their respective funding contribution via their own agreements with the Authority (collectively, the "**Additional Interlocal Agreements**"). The County shall pay its Local Share, in full, to the Authority after the start of the County's next fiscal year on October 1, 2016, and within thirty (30) days of the Authority's written notification to the County of the Authority's Board of Directors' Authorization to Award a contract to the Qualified Private Supplier or Qualified Private Suppliers. The Authority will pay all invoices received from the Qualified Private Supplier or Qualified Private Suppliers to the extent of the Project Budget. The Authority is solely responsible to review all invoices paid from the Project Budget and ensure that each invoice is valid and consistent with the terms of the Study Contract; however, the Authority shall provide copies of invoices to the County upon the County's request. The Authority believes that the Project Budget is adequate to fully fund the Study as represented herein. Should the Authority later determine that due to a change in the scope of services to be performed by the Qualified Private Supplier(s), the Project Budget is no longer adequate to fully fund the Study, this Agreement shall be amended or terminated. Either party may terminate this Agreement by delivering to the other party written notice of its desire to terminate this Agreement. In such an event, this Agreement shall be terminated on the date which is 30 days following the receipt of the notice of termination. To the extent that the total amounts expended by the Authority hereunder which are properly chargeable against the Project Budget up to the effective date of termination are less than the Project Budget, then, in that event, the Authority shall promptly reimburse the County for any remaining portion of the Local Share. For purposes of determining the portion of the Local Share remaining, the monies in the Project Budget are presumed to be expended on a pro-rata basis between Local Share and

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project funding shares of the Additional Funding Partners. It is the intent of this Agreement that the Authority shall have no financial liability in connection with the Study.

6. **Right to Audit.** The Authority shall maintain and keep books and records as are reasonably necessary to audit, track, and verify all expenditures related to the Study and, to the extent applicable, future phases of the New Starts or Small Starts planning and project development process, and the New Starts or Small Starts Project. The Authority shall retain and maintain such books and records for at least five (5) years after the termination of this Agreement or until all then outstanding audits are closed, whichever is later. For the duration of this Agreement, and for five (5) years after the termination of this Agreement, the County and any third party auditor designated by either of them shall have the right to independently examine, audit, inspect, and transcribe the books and records of the Authority. The County agrees that any auditor that it designates to act pursuant to this section shall be knowledgeable in auditing such books and records. Any books and records required to be disclosed to the County pursuant to this section shall be available for review during normal business hours on reasonable notice at the offices of the Authority and may not be removed without the consent of the Authority, which consent will not be unreasonably withheld. Such review shall be conducted in such a manner as to minimize, to the extent practicable, disruption and inconvenience to the Authority and its staff. Internal control standards and records required thereby shall be made available for review to the auditor. The reasonable costs and expenses incurred by each party under this section shall be borne by each respective party. The rights granted to the County under this section shall be in addition to and not in limitation of any other inspection or audit rights that the County may have under law.

7. **Additional Funding.** Upon completion of the Study, and with the results acquired through the Study, the Authority intends to submit grant applications to FTA for discretionary and/or New Starts or Small Starts funding which, if approved, would be used exclusively for future phases of the New Starts or Small Starts planning and project development process as well as the New Starts or Small Starts Project. Nothing herein shall be interpreted as requiring that the Authority submit such grant applications or requiring that the County participate in the funding of such projects. For each subsequent project, the County and the Authority may enter into new Interlocal Agreements; each agreement may be specific to a phase of the work. For each future phase of the New Starts or Small Starts planning and project development process as well as for the New Starts or Small Starts Project: (a) the Authority will select and contract with a Qualified Private Supplier or Qualified Private Suppliers in accordance with the provisions of Section 4; (b) the County may provide a local match to any grant being provided by FTA; (c) the Authority will pay invoices of the Qualified Private Supplier or Qualified Private Suppliers in accordance with the provisions of Section 5.

8. **Indemnification by Third Parties.** Subject to the limitations contained in Section 725.06, Florida Statutes, on and after the effective date of this Agreement, the Authority shall require all third party vendors (including without limitation a Qualified Private Supplier) providing any goods or services related to the Study, future phases of the New Starts or Small Starts planning and project development process or the New Starts or Small Starts Project (if applicable), to defend, indemnify, and hold harmless both the County and the Authority, and each of their respective officers, directors, agents, and employees, whether elected, appointed, or otherwise (collectively referred to as the "Indemnitees" and individually as the "Indemnitee") from and against any and all liabilities, losses, damages, costs, expenses, claims, obligations, penalties, and causes of action (including without limitation, reasonable fees and expenses for attorneys, paralegals, expert witnesses, and other consultants, at their respective prevailing market rates for such services) (collectively, "Damages") whether based upon negligence, strict liability, absolute liability, product liability, misrepresentation, contract, implied or express warranty, or any other principle or theory of



law or equity, that are imposed upon, incurred by, or asserted against an Indemnitee or the Indemnitees or which an Indemnitee or the Indemnitee, may suffer or be required to pay and which arise out of or relate in any manner from the respective third party's performance of any work (or failure to perform any obligation or duty associated with such work) associated with the Study, the future phases of the New Starts or Small Starts planning and project development process or to the New Starts or Small Starts Project, and which is caused in whole or in part by the respective third party, or any of its agents, employees, officers, directors, contractors, subcontractors, affiliates, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable. The foregoing notwithstanding, the Authority need not require that third party vendors (including Qualified Private Suppliers) defend, indemnify, or hold harmless the County, and each of its officers, directors, agents, and employees for Damages which arise out of or relate to goods or services that the third party vendors provide for future phases of the New Starts or Small Starts planning and project development process or the New Starts or Small Starts Project if the County elects not to provide a local match for such future phases of the New Starts or Small Starts planning and project development process or the New Starts or Small Starts Project. Nothing contained in this section shall constitute or be construed to mean or result in any indemnification of any matter by the County or the Authority to any other party, nor shall it constitute a waiver by the County or the Authority of its grants and privileges under the principles of sovereign immunity, including the limitations on liability outlined in Section 768.28, Florida Statutes. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing a claim otherwise barred by sovereign immunity or the provisions of Section 768.28, Florida Statutes.

9. **Third Party Insurance.** On and after the effective date of this Agreement, the Authority shall require all Qualified Private Suppliers providing any goods or services related in any way to the Study, future phases of the New Starts or Small Starts planning and project development process or to the New Starts or Small Starts Project to provide and maintain insurance in accordance with the insurance coverage policies of the County and the Authority for such third party goods and services providers. The respective policy or policies must name the County and the Authority as an additional insured. The foregoing notwithstanding, the Authority need not require that Qualified Private Suppliers providing goods or services for future phases of the New Starts or Small Starts planning and project development process or the New Starts or Small Starts Project provide and maintain insurance in accordance with the County's insurance coverage policies or name the County as an additional insured in connection with such goods or services if the County elects not to provide a local match for such future phases of the New Starts or Small Starts planning and project development process or the New Starts or Small Starts Project. Nothing contained herein shall require the County or the Authority to itself obtain any insurance. Nothing in this Agreement, including the requirement to list the County and the Authority as "additional insureds" on any insurance policy shall constitute a waiver by the County or the Authority of its grants and privileges under the principles of sovereign immunity, including the limitations of liability outlined in Section 768.28, Florida Statutes.

10. **No Personal Liability.** No provision of this Agreement is intended, nor shall any be construed, as a covenant, promise, or obligation of any official, officer, director, agent, or employee, whether elected, appointed, or otherwise, of the County or the Authority in their respective individual or private capacity and neither shall any such persons or entities be subject to personal or private liability by reason of any covenant, promise, or obligation of the County or the Authority hereunder.

11. **Delivery of Notices.** Any notice, demand, or other communication which any party may desire or may be required to give to any other party shall be in writing delivered by any one or more of the following methods, (i) hand delivery, (ii) a nationally recognized overnight courier, (iii)

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facsimile, or (iv) United States Postal Service mail, first class, postage prepaid, or by United States Postal Service certified or registered mail with return receipt requested, to the following addresses, or to such other address as the party to receive such communication may have designated to all other parties by notice in accordance herewith:

If to the County: Orange County Transportation Planning Manager  
4200 S. John Young Parkway  
Orlando, Florida 32839-9205

*Telephone:* (407) 836-8070

*Facsimile:* (407) 836-8079

With a copy to: Orange County Attorney P.O. Box 1393  
Orlando, Florida 32802-1393

*Telephone:* (407) 836-7320

*Facsimile:* (407) 836-5888

If to Authority: Central Florida Regional Transportation Authority

455 N. Garland Avenue

Orlando, Florida 32801

Attn: Procurement Manager

*Telephone:* (407) 841-2279

*Facsimile:* (407) 254-6292

With a copy to: Central Florida Regional Transportation Authority

455 N. Garland Avenue

Orlando, Florida 32801

Attn: Chief Executive Officer

*Telephone:* (407) 841-2279

*Facsimile:* (407) 254-6320

With copy to: Akerman LLP  
420 S. Orange Avenue, Suite 1200  
Orlando, Florida 32801  
Attn: Patrick T. Christiansen, Esquire  
*Telephone:* (407) 423-4000  
*Facsimile:* (407) 843-6610

Any such notice, demand, or communication shall be deemed delivered and effective upon the earlier to occur of actual delivery or, if delivered by facsimile, the same day as confirmed by facsimile transmission.

12. **Assignment.** Neither party may assign this Agreement, or any portion thereof, without the prior, written consent of the other party, except that the Authority may contract with a Qualified Private Supplier or Qualified Private Suppliers as provided in Sections 4 and 7.

13. **Third Parties.** Except as explicitly provided for herein, there shall be no third party beneficiaries with respect to this Agreement, and no right, nor any cause of action, shall occur to or for the benefit of any third party.

14. **Compliance.** Except as explicitly provided for herein, any provision that permits or requires a party to take action shall be deemed to permit or require, as the case may be, the party to cause the action to be taken.

15. **Remedies.** Nothing in this Agreement shall be construed to limit either party's remedies in equity or law.

16. **Governing Law and Venue.** This Agreement shall be governed by and in accordance with the laws of the State of Florida. Any action or proceeding relating to the validity, performance, and enforcement of this Agreement, whether in law or equity, shall be brought and heard in Orange County, Florida. The County and the Authority hereby submit to the jurisdiction of the courts within Orange County, Florida, whether federal or state, for the purposes of any suit, action, or other proceeding, arising out of or relating to this Agreement, and hereby agree not to assert by way of motion as a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper.

17. **Interpretation.** In the event any provision of this Agreement is capable of more than one reasonable interpretation, one which renders the provision invalid and one that would render the provision valid, the provision shall be interpreted so as to render it valid.

18. **Further Assurances.** The County and the Authority shall cooperate and work together in good faith to the extent reasonably necessary to accomplish the mutual intent of the parties as expressed and anticipated herein.

19. **Entire Agreement.** This Agreement constitutes the entire, full, and complete agreement between the County and the Authority, with respect to the subject matter hereof, and supersedes and controls in its entirety over any and all prior agreements, understandings, representations, and statements, whether written or oral by either of the parties hereto.

20. **Captions, Headings, and Table of Contents.** The captions, headings, and the table of contents of this Agreement are for convenience of reference only and in no way define, limit, or otherwise describe the scope or intent of this Agreement nor shall in any way affect this Agreement or the interpretation or construction thereof.

21. **No Joint Venture or Agency.** Nothing contained in this Agreement or any other document executed in connection herewith is intended or shall be construed to establish the County as a joint adventurer or partner, team member, contractor, agent or assign of the Authority. The County represents and warrants that it cannot create any obligation or responsibility on behalf of the Authority, nor bind the Authority in any manner. The Authority represents and warrants that it cannot create any obligation or responsibility on behalf of the County, nor bind the County in any manner. Each party hereto is acting on its own behalf, and has made its own independent decision to enter into this Agreement, and has likewise determined that the same is appropriate, proper, and in its own self-interest based upon its own judgment and the advice from such advisers as it may deem necessary and proper. Additionally, the County and the Authority, along with their respective agents, contractors, and subcontractors, shall perform all activities that are required and anticipated by this Agreement as separate and independent entities and not as agents of the other party hereto.

22. **Severability.** If any sentence, phrase, section, provision, portion, or part of this Agreement is for any reason held illegal or invalid by a court of competent jurisdiction, and which part shall not appear to have been a controlling or material inducement to the making hereof, such part shall be deemed of no effect and shall be deemed stricken from this Agreement without affecting the full force and binding effect of the remainder, but only to the extent that the remainder does not become unreasonable, absurd, or otherwise contrary to the purpose and intent of this Agreement.

23. **Default Notice.** The County and the Authority will immediately notify each other in the event of any known, discovered, or anticipated default hereunder.

24. **Non-action or Failure to Observe Provisions.** The failure of either the County or the Authority to promptly insist upon strict performance of any term, covenant, condition, or provision of this Agreement, or any other agreement, understanding, license, or arrangement contemplated hereby, shall not be deemed a waiver of any right or remedy that either the County or the Authority may have, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition, or provision.

25. **Modification.** Modification of this Agreement may only be made by written agreement of the parties hereto.

26. **Effective Date and Term.** This Agreement shall be effective as of the date the last party executes the Agreement, and shall thereafter remain in effect for the first to occur of (i) the completion of each party's obligation under this Agreement or (ii) a period of thirty-six (36) months from the effective date, unless otherwise earlier terminated pursuant to the provisions herein. Those provisions of this Agreement which by their nature are intended to survive a termination of this Agreement shall remain in effect following any such termination.

27. **Termination of Agreement.**

27.1. **For Cause.** In the event that either party (the "**Breaching Party**") fails to fulfill any material obligation established hereunder, or violates any material covenant, term, or condition of this Agreement, the non-Breaching Party shall give the Breaching Party written notice of such breach, failure, or violation. If such breach, failure, or violation is not cured to the reasonable satisfaction of the non-Breaching Party within 30 days from the date of the notice, the non-Breaching Party may terminate this Agreement effective upon such additional notice to such effect or upon such other date as specified in such notice. To the extent that the total amounts expended by the Authority hereunder which are properly chargeable against the Project Budget up to the effective date of termination are less than the Project Budget, then, in that event, the Authority shall promptly reimburse the County for any remaining portion of the Local Share. For purposes of determining the portion of the Local Share remaining, the monies in the Project Budget are presumed to be expended on a pro-rata basis between Local Share and project funding shares of the Additional Funding Partners.

27.2. **For Convenience.** Each party shall have the option, in each such party's sole discretion, to terminate this Agreement at any time for convenience and without cause. Either party may exercise this option by giving the other party a written notice of termination specifying the date that termination will become effective, such date being not less than 30 days from the date of

the notice of termination. To the extent that the total amounts expended by the Authority hereunder which are properly chargeable against the Project Budget up to the effective date of termination are less than the Project Budget, then, in that event, the Authority shall promptly reimburse the County for any remaining portion of the Local Share. For purposes of determining the portion of the Local Share remaining, the monies in the Project Budget are presumed to be expended on a pro-rata basis between Local Share and project funding shares of the Additional Funding Partners.

27.3. **Failure to Enter Into Additional Interlocal Agreements.** Should the Authority fail to enter into the Additional Interlocal Agreements with either or both the City of Orlando or Seminole County by June 30, 2016, then this Agreement shall terminate upon such date without any action required on the part of either the Authority or the County.

27.4. **Failure to Appropriate Funds.** The County's obligation to pay the Local Share is contingent upon an appropriation of funds in the specified amount by the Orange County Board of County Commissioners in the Fiscal Year 2016/2017 budget. Should the County fail or decline to appropriate funds for the Local Share in the 2016/2017 budget, then the County may immediately and unilaterally terminate this Agreement upon providing written notice to the Authority of such termination.

28. **Authority to Execute and Comply.** The County and the Authority each represent and warrant that their respective signatories hereunder have been duly and lawfully authorized by the appropriate body or official(s) to execute this Agreement. Additionally, the County and the Authority each represent and warrant that they have respectively complied with all applicable requirements and preconditions of law necessary to enter into and be bound by this Agreement, and that they have full power and authority to comply with the terms and provisions of this Agreement.

29. **Binding Nature of this Agreement.** This Agreement shall be binding upon and shall inure only to the benefit of the parties hereto.

30. **Computation of Time.** In computing any period of time prescribed or allowed under this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which case the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

31. **Counterparts' Copies.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. True and accurate photocopies, facsimiles, or other mechanical reproductions shall have the same force and effect as the validly executed original, and, in lieu of the validly executed original, any party hereto may use such reproduction of this Agreement in any action or proceeding brought to enforce or interpret any of the provisions contained herein.

32. **Sovereign Immunity.** Each party hereto is a governmental agency or unit entitled to the benefit of the principles of sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement shall constitute a waiver by either party of such principles or

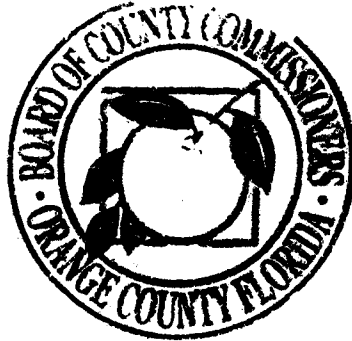
the limits of liability contained therein, and each party retains its rights and grants under sovereign immunity.

**IN WITNESS WHEREOF**, the County and the Authority have duly and lawfully approved this Agreement and have authorized its execution and delivery by their respective officers, who have set their hands and had their seals affixed below, all as of the date first written hereinabove.

[Signatures appear on following pages]

Interlocal Agreement Between Orange County, Florida, and Central Florida Regional  
Transportation Authority (d/b/a LYNX) for a Transit Corridor Study for State Road 436

SIGNATURE PAGE BY COUNTY



ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: *Teresa Jacobs*  
Teresa Jacobs, Mayor  
*TJ*  
Date: 5.24.16

ATTEST: MARTHA O. HAYNIE, County Comptroller  
As Clerk of the Board of County Commissioners

By: *Craig A. Stopynka*  
*for* Deputy Clerk

**Interlocal Agreement Between Orange County, Florida, and Central Florida Regional  
Transportation Authority (d/b/a LYNX) for a Transit Corridor Study for State Road 436**

**SIGNATURE PAGE BY AUTHORITY**

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY, a Florida body  
politic and corporate:

By:   
Name: Edward L. Johnson  
Title: Chief Executive Officer

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


Name: Andrea Ostrodka

Title: Director of Planning and Development

**Reviewed as to Form:**

This Agreement has been reviewed as to form by the Authority's General Counsel. This confirmation is not to be relied upon by any person other than the Authority or for any other purpose.

AKERMAN LLP

By:   
Name: James Goldsmith  
Title: Partner



**Exhibit "A"**

<b>SR 436 Corridor Study Cost Estimate by Jurisdiction</b>			
<b>Estimate includes Health Impact Assessment (HIA) and FDOT Context Sensitive Complete Streets Analysis</b>			
<b>Study Limits: DIA to SR 434</b>			
<b>Jurisdiction</b>	<b>Mileage</b>	<b>Percent</b>	<b>Funding Partner Cost</b>
City of Orlando	9.0	41%	\$450,000
Orange County	3.8	17%	\$190,000
Seminole County	9.1	42%	\$455,000
<b>Subtotal</b>	<b>21.9</b>	<b>100%</b>	<b>\$1,095,000</b>
<b>FDOT Contribution: Bicycle-Pedestrian and Context Sensitive Complete Streets related work.</b>			<b>\$175,000</b>
<b>Total</b>			<b>\$1,270,000</b>

Created: January 27, 2016

Updated: March 30, 2016