

**THIRD AMENDMENT TO AMENDED AND RESTATED**

**INTERLOCAL AGREEMENT**

(Pursuant to the Florida Interlocal Cooperation Act of 1969, Part I, Chapter 163, Florida Statutes)

**By and Between**

**City of Orlando, Florida,**

**and**

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

**And**

**Community Redevelopment Agency**

**Relating to**

**a Downtown Orlando Transit Circulator Expansion Alternatives Analysis Study  
and Subsequent Funding for the Expansion Program;**

**the LYNX Orlando Trail Project; and**

**the Creative Village Moving Parramore Forward Project; and**

**the Downtown Orlando East/West Circulator New Starts Project**

\_\_\_\_\_, 2015

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Orlando City Council

Regular Meeting of \_\_\_\_\_, \_\_\_\_\_, 2015

Central Florida Regional Transportation Authority Governing Board

Regular Meeting of \_\_\_\_\_, \_\_\_\_\_, 2015

THIS DOCUMENT PREPARED BY:

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**THIS THIRD AMENDMENT TO AMENDED AND RESTATED INTERLOCAL AGREEMENT** (“Third Amendment”), made in the City of Orlando, County of Orange, State of Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2015, is made and entered into by and between the **CITY OF ORLANDO, FLORIDA**, a Florida municipal corporation duly created, organized, and existing under, and by virtue of, the laws of the State of Florida, and having its principal place of business at Orlando City Hall, 400 S. Orange Ave., Orlando, Florida 32801 (the “**City**”), 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 II, Chapter 343, Florida Statutes, and having its principal place of business at Lynx Central Station, 455 N. Garland Ave., Orlando, Florida 32801 (the “**Authority**”) and the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ORLANDO, FLORIDA**, a public body corporate and politic of the State of Florida created pursuant to Part III, Chapter 163, Florida Statutes (the “**CRA**”), whose address is 400 South Orange Avenue, 6<sup>th</sup> Floor, Orlando, Florida, 32801.

**WITNESSETH**

**WHEREAS**, as provided by Article VIII, section 2(b) of the Constitution of the State of Florida, and section 166.021(1), Florida Statutes, the **City**, a Florida municipal corporation, enjoys all governmental, corporate, and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except as expressly prohibited by law; and

**WHEREAS**, the **Authority** was created and established by Part II, 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 **City**, the **CRA** 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**, pursuant to that certain Interlocal Agreement, dated June 8, 2009 (the “Original Interlocal Agreement”), the **Authority** contracted for the performance of a LYMMO expansion alternatives analysis study (the “AA 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 within the Downtown Orlando, Florida area in order to improve the LYMMO network; and

**WHEREAS**, in August, 2011, the **City**, the **Authority**, and the **CRA** entered into an Amended and Restated Interlocal Agreement relating to a Downtown Orlando Transit Circulator Expansion Alternatives Analysis Study and Subsequent Funding for the Expansion Program, the

**LYNX** Orlando trail Project, the Creative Village Moving Parramore Forward Project, and the Downtown Orlando East/West Circulator New Starts Project (“**Amended and Restated Interlocal Agreement**”) (capitalized terms used herein, but not otherwise defined, shall have the meanings given such terms as set forth in the Amended and Restated Interlocal Agreement), which provided, in part, for the **City’s** and the **Authority’s** submission of various grant applications to the FTA and memorialized the obligations of the **City** and the **CRA** to provide match funding for said grants, among other things; and

**WHEREAS**, on October 25, 2012, the **City**, the **Authority**, and the **CRA** entered into the First Amendment to the Amended and Restated Interlocal Agreement, “First Amendment”, related to additional funding of the Parramore BRT Project and the New Starts Project; and

**WHEREAS**, on September 08, 2014, the **City**, the **Authority** and the **CRA** entered into the Second Amendment to the Amended and Restated Interlocal Agreement, “Second Amendment”, which related to funding for environmental remediation with respect to the land on which the Parramore BRT Project is to be constructed; and

**WHEREAS**, the **City** desires to reallocate certain unused funds previously earmarked for costs related to the AA Study and the New Starts Project, to the Parramore BRT Project, including **LYNX** administrative expenses; and

**WHEREAS**, the City acknowledges that the Authority is the recipient of Federal grants through the Federal Transit Administration (“**FTA**”), which funded, in part, the Project. The City further acknowledges that pursuant to FTA grant requirements, the Authority must demonstrate and retain satisfactory continuing control over the use of the Project; and

**WHEREAS**, the parties desire to amend the Amended and Restated Interlocal Agreement, as amended, for the additional matters described herein; and

**WHEREAS**, the City Council of the City of Orlando, Florida, hereby finds and declares that this Third Amendment promotes a valid and important public purpose and is in the best interest of the public health, safety, and welfare of the Citizens of the City of Orlando.

**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 **City**, the **CRA**, 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 Third Agreement as if fully set forth hereunder.

2. **Amendments**. The following amendment is hereby made to the Amended and Restated Interlocal Agreement, as amended:

Section 8 of the Amended and Restated Interlocal Agreement, as amended, is amended

by adding the following provision:

**“8.5 (a)** Pursuant to various agreements between the parties, there are certain unused **City** funds allocated to pay costs related to the AA Study, the Downtown Orlando East/West circulator New Starts Project, “New Starts Project”, and **LYNX** administrative expenses related thereto, “Unused Funds”. The **City** hereby agrees to reallocate and contribute these Unused Funds to **LYNX** to pay costs related to the Parramore BRT Project, including **LYNX** Project administrative expenses. The Unused Funds are estimated as follows: (a) \$31,242.00 from funds defined as the AA Study Local Match described in the Amended and Restated Interlocal Agreement; (b) \$100,925.00 from funds referenced in Paragraph 6 of the Amended and Restated Interlocal Agreement that **LYNX** was entitled to draw down for its project administrative expenses; (c) \$180,007.00 from funds referenced in Paragraph 6(c) of the Amended and Restated Interlocal Agreement; (d) \$100,000.00 from funds referenced in Paragraph 8.3 of the First Amendment; (e) \$216,880.00 from funds defined as the New Starts Local Match as described in the Amended and Restated Interlocal Agreement.

**(b)** In addition, the **City** may, if funds become available and in its sole discretion, contribute up to an additional \$258,000.00 to the Parramore BRT Project.

**(c)** City agrees to dedicate to the Parramore BRT Project twenty-six parcels located within the rights of way of Terry Avenue and West Livingston Street and identified in the memorandum from **LYNX** to the Federal Transit Administration, dated May 12, 2014. The appraised value of these parcels is estimated at \$2,842,000.00 which will be treated as an in-kind overmatch for the Parramore BRT Project. The parcels will be utilized for dedicated BRT lanes and transit access.

**(d)** The City agrees that it will not exercise any right permitted under this Agreement in a manner which compromises or otherwise diminishes the Authority’s obligation to retain satisfactory continuing control over the use of the Project. Satisfactory continuing control is defined as the legal assurance that FTA-funded property will remain available to be used for its originally authorized purpose throughout its useful life until disposition. The City acknowledges the Federal interest in the Project and agrees that it will take no action which compromises or otherwise diminishes such interest. The City acknowledges that the Authority must comply with all applicable Federal statutes, regulations, orders, certification and assurances, or other Federal law (collectively referred to as “Federal laws”), including, but not limited to, those set forth in the current FTA Master Agreement governing transit projects supported with Federal assistance awarded through the FTA. The City agrees that it will take no action seeking compliance with non-Federal laws to the extent such laws conflict with applicable Federal laws. To the extent the action by the City would so interfere with the interest of the Authority in the

Project and the ability of the Authority to operate as provided in this Agreement, so that the FTA requires that the Authority reimburse the FTA under the FTA Master Agreement or any of the grant documents for the Project, then, in that event, the City will reimburse the Authority for any said amounts.

3. **Severability.** The invalidity or unenforceability of any term or provision of this Third Amendment or the non-applicability of any such term or provision to any person or circumstance shall not impair or affect the remainder of this Amendment, and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect but shall be construed as if such invalid, unenforceable, or non-applicable provisions were omitted.

4. **Entire Agreement.** This Third Amendment represents the entire understanding and agreement between the parties with respect to the subject matter hereof. None of the terms and provisions hereof may be amended, supplemented, waived or changed orally, but only by a writing signed by each of the parties hereto.

5. **Rules of Construction.** Whenever used herein, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

6. **Amendment Execution. Use of Counterpart Signature Pages.** This Third Amendment may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

7. **Full Force And Effect of Interlocal Agreement.** Except as Section 8 of the Amended and Restated Interlocal Agreement, as amended, is specifically amended herein, all other terms and provisions of the Amended and Restated Interlocal Agreement, as amended, remain valid, effective and in full force.

**IN WITNESS WHEREOF**, the **City** and the **Authority** and the **CRA** 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.

**SIGNATURE PAGE BY CITY**

FOR THE CITY OF ORLANDO, FLORIDA, a  
Florida municipal corporation:

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Mayor / Mayor Pro Tempore

ATTEST, BY THE CLERK OF THE  
CITY COUNCIL OF THE CITY OF  
ORLANDO, FLORIDA:

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City Clerk

Date

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND RELIANCE OF THE  
CITY OF ORLANDO, FLORIDA:

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Chief Assistant City Attorney

Date

**SIGNATURE PAGE BY AUTHORITY**

FOR THE CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY, a Florida  
statutory agency:

By: \_\_\_\_\_  
John M. Lewis, Jr., Chief Executive Officer

ATTEST:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

This Agreement is approved as to form only for execution by the Authority, and this approval is not to be relied upon by any other person or for any other purpose.

**AKERMAN SENTERFITT**

\_\_\_\_\_  
Name: Patrick T. Christiansen  
Title: Shareholder

**SIGNATURE PAGE BY CRA**

COMMUNITY REDEVELOPMENT  
AGENCY OF THE CITY OF ORLANDO,  
FLORIDA

By: \_\_\_\_\_  
Buddy Dyer, as its Chairman

ATTEST:

By: \_\_\_\_\_  
Thomas Chatmon, as its Executive Director

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by Buddy Dyer and Thomas Chatmon, Chairman and Executive Director, respectively, of the Community Redevelopment Agency of the City of Orlando, Florida, They are personally known to me or have produced valid Florida drivers' licenses as identification.

(SEAL)

\_\_\_\_\_  
Printed/Typed Name: \_\_\_\_\_  
Notary Public-State of Florida  
Commission Number: \_\_\_\_\_