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**SECOND AMENDMENT TO AMENDED AND RESTATED  
INTERLOCAL AGREEMENT (RELATED TO ENVIRONMENTAL MATTERS)**

**By and Among**  
**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**

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Orlando City Council  
Regular Meeting of \_\_\_\_\_, \_\_\_\_\_, 2014  
  
Central Florida Regional Transportation Authority Governing Board  
Regular Meeting of \_\_\_\_\_, \_\_\_\_\_, 2014

THIS DOCUMENT PREPARED BY:

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**THIS SECOND AMENDMENT TO THE AMENDED AND RESTATED INTERLOCAL AGREEMENT** (“**Second Amendment**” or “**Agreement**”), made in the City of Orlando, County of Orange, State of Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2014, 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 ( “**LYNX**” or “**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**, the AA Study is the first step of the United States Department of Transportation Federal Transit Administration (“**FTA**”) New Starts planning and project development process; and

**WHEREAS**, on August 15, 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, ("**Interlocal Agreement**"), which provided, in part, for the **Authority's** submittal of various grant applications to the FTA and memorialized the obligations of the **City** and the **CRA** to provide match funding for said grants; and

**WHEREAS**, the **City** and **LYNX** applied for and were awarded a TIGER II Grant from FTA in the original amount of \$10,000,000 (the "**Parramore BRT Grant**") to partially fund the design, engineering and construction of a bus rapid transit extension of the LYMMO system to serve the Parramore community west of I-4 and the Creative Village (the "**Parramore BRT Project**"); 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, related to additional funding of the **Parramore BRT Project**; and

**WHEREAS**, the land on which the **Parramore BRT Project** is to be constructed is affected by certain environmental matters with respect to which certain remediation work (the "**Remediation**") needs to be done; and

**WHEREAS**, an Interim Source Removal Plan Lynx Parramore – Bus Rapid Transit Site (Creative Village) has been prepared by LYNX through their environmental consultant (Cardno TBE) dated September 27, 2013 (revised February 7, 2014) for soil excavation and relocation activities, which has been approved by the Florida Department of Environmental Protection ("**FDEP**") in the Interim Source Removal Plan Approval Order (the "Order") dated March 4, 2014 under OCD-WCU-14-0975; and

**WHEREAS**, a Soils Construction Management Plan (the "**Plan**") has been prepared on behalf of LYNX through their Design/Builder (ZMG) and their environmental subconsultant (Cardno TBE) which provides the details to implement and ensure compliance with the Interim Source Removal Plan during construction of the Parramore BRT Project; and

**WHEREAS**, the parties now desire to enter into this Agreement related to the undertaking of the **Remediation** by Balfour Beatty, Inc. ("**Balfour Beatty**"), under its contract with **LYNX**, and the payment of said environmental **Remediation** costs by the **City** as described herein; and

**WHEREAS**, the City Council of the **City** 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 the **City**.

**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** and **LYNX** 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. **Amendment.** The Amended and Restated Interlocal Agreement is hereby amended to include the following:

(a) In regard to Remediation:

(i) **Undertaking of Remediation by LYNX.** In connection with the **Remediation** to be performed during construction of the **Parramore BRT Project**:

(b) **LYNX** will have **Balfour Beatty** implement the **Plan** and undertake the **Remediation**.

(c) Within 30 days of completion of the work under the **Plan**, **Balfour Beatty** will prepare and submit, or have prepared and submitted on its behalf, an Interim Source Removal Plan Implementation Report (the "**Implementation Report**") to FDEP. **Balfour Beatty** will be responsible for obtaining FDEP approval of the **Implementation Report** and a No Further Action with Conditions.

In connection with said environmental matters, **Balfour Beatty**, under its contract with **LYNX**, shall keep the **City** informed of the progress of the remediation and furnish copies of reports regarding same as submitted to FDEP.

(ii) **Payment for Remediation.**

(A) The **City** will provide payment for the cost of **Remediation** to **LYNX**, as included in **Balfour Beatty's** guaranteed maximum price (GMP), within 30 days of approval of the GMP by **Balfour Beatty**, **LYNX**, and the **City**. A preliminary estimate of the cost of the **Remediation** is \$785,144.12. However, the actual payment from the **City** to **LYNX** will be the cost of **Remediation** as included in the GMP and approved as described above. If additional monies are required to complete the **Remediation** or implementation of the **Plan**, then the **City** will negotiate in good faith with **LYNX** the cost of such change order and provide funding of same.

(B) It is the intent of this Agreement that **LYNX** will have no financial liability in connection with the **Remediation**.

3. **Severability.** The invalidity or unenforceability of any term or provision of this 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.



**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 LLP**

By: \_\_\_\_\_  
Patrick T. Christiansen, Partner

**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 \_\_\_\_\_, 2014, 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: