
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)

Relating to a Transit Corridor Study of State Road 436

Orlando City Council

Regular Meeting of _____, _____, 2016

Central Florida Regional Transportation Authority Governing Board

Regular Meeting of _____, _____, 2016

THIS INTERLOCAL AGREEMENT ("Agreement"), made in the City of Orlando, County of Orange, State of Florida, 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 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 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 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 City 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 City has created a Growth Management Plan Transportation Element to, in part, evaluate the existing facilities, projects, future demand and future transportation enhancements within the City; and

WHEREAS, the Growth Management Plan Transportation Element, in Objective 1.6 states "Access to the Orlando International Airport and Orlando Executive Airport shall be improved by 2015 through integration of existing and future ground transportation systems"; and

WHEREAS, the Growth Management Plan Transportation Element, in Objective 4.4 states "The City shall coordinate as needed with Orange, Seminole, and Osceola Counties, the Florida Department of Transportation, the Orlando-Orange County Expressway Authority, the Central Florida Regional Transportation Authority (dba LYNX), and the East Central Florida Regional Planning Council on key land development and transportation decisions affecting the transportation Level of Service Standards and Monitoring Level of Service for major thoroughfares set within the city's jurisdiction." and Policy 4.4.6 states "The City shall seek to coordinate all transit proposals in metropolitan activity centers with the Central Florida Regional Transportation Authority (d/b/a LYNX); and

WHEREAS, the Growth Management Plan Transportation Element, a "Semoran Boulevard BRT" is identified as a Recommended Mobility Project for the 2010-2030 time period; and

WHEREAS, the parties desire that the Authority contract for the performance of 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

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 City has allocated funding for the Study and will provide a local share estimated to be in the amount of \$450,000 (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 City Council of the City of Orlando, 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 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 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.

"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 a 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 the 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 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 a that 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
With one optional task
11. 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 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 City 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 City 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. The City also understands and accepts that a request for proposal, or similar process, will not be executed until the Authority has signed Interlocal Agreements with the City, Orange County, and Seminole County and signed a Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) to ensure funding for the Study.

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 City, as well as funding contributions from Orange County, 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 City should the cost of the contract exceed the anticipated Project Budget); however, the City's Local Share will remain fixed and shall not be increased without the parties formally amending this Agreement pursuant to Section 25 herein. The City of Orlando funding will be available after October 1, 2016 subject to City Council approval. 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 City of the Additional Funding Partners' commitments to provide their respective contributions via their own agreements with the Authority. If the Authority does not receive complete funding contributions from the Additional Funding Partners within ninety (90) days of the City's payment of the Local Share to the Authority, then the Authority shall notify the City in writing and return the Local Share to the City within thirty (30) days of the City's request. 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. If at any time the Authority believes that the cost to perform the Study will exceed the Project Budget, then the Authority shall notify the City, Orange County, Seminole County, and FDOT of such belief and the City, Orange County, Seminole County, FDOT, and the Authority shall discuss whether or not and to what extent, if any, (a) the City, Orange County, Seminole County and FDOT will provide additional monies to fund the Study and/or (b) to what extent the scope of services in the Contract should be reduced. When additional monies are required for the Study, the City and the Additional Funding Partners, shall provide the appropriate documentation that will lead to the required contract modification. Should the Authority and the City, Orange County, Seminole County and FDOT fail to reach an agreement (or should the Authority fail to reach an agreement with the Additional Funding Partners), then either the Authority

or the City 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 (or such later 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 City 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. 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 City 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 City 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 City 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 City under this section shall be in addition to and not in limitation of any other inspection or audit rights that the City 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 City participate in the funding of such projects. For each subsequent project, the City and the Authority may enter into new Interlocal Agreements; each agreement will 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 City 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 City 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 City, 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 City 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 City or the Authority to any other party, nor shall it constitute a waiver by the City 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 City and the Authority for such third party goods and services providers. The respective policy or policies must name the City 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 City's insurance coverage policies or name the City as an additional insured in connection with such goods or services if the City 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 City or the Authority to itself obtain any insurance. Nothing in this Agreement, including the requirement to list the City and the Authority as "additional insureds" on any insurance policy shall constitute a waiver by the City 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 City 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 City 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) 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 City: City of Orlando
 Transportation Engineering
 400 S. Orange Avenue
 Orlando, Florida 32801
 Attn: Transportation Director
 Telephone: (407) 246-3978
 Facsimile: (407) 246-3392
- With a copy to: City Attorney's Office
 City of Orlando
 400 S. Orange Avenue
 Orlando, Florida 32802
 Telephone: (407) 246-2295
 Facsimile: (407) 246-2854
- 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 City 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 City 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 City 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 City as a joint adventurer or partner, team member, contractor, agent or assign of the Authority. The City 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 City, nor bind the City in any manner. Each party hereto is acting on its own behalf, and have made its own independent decision to enter into this Agreement, and have 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 City 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 City 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 City 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 City 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 City 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 City 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.

28. **Authority to Execute and Comply.** The City 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 City 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 City and the Authority have duly and lawfully approved this Agreement and have authorized its execution and delivery by their respective officer, who have set their hands and had their seals affixed below, all as of the date first written hereinabove.

[Signatures appear on following pages]

SIGNATURE PAGE BY CITY

CITY OF ORLANDO, FLORIDA, a Florida
municipal corporation:

By: _____
Mayor / Mayor Pro Tempore

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

Interim City Clerk

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

Chief Assistant City Attorney

SIGNATURE PAGE BY AUTHORITY

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

By: _____
Name:
Title:

ATTEST:

By: _____

Name: _____

Title: _____

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:
Title:

Exhibit “A”

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

Created: January 27, 2016

Updated: March 30, 2016