FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR TRANSIT PLANNING IN KIND AND REIMBURSABLE SERVICES

BY AND BETWEEN

ORANGE COUNTY, FLORIDA

AND

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY DBA LYNX

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT ("Amendment"), is entered into this ______ day of ______, 2025, by and between ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, whose mailing address is Post Office Box 1393, Orlando, Florida 32802-1393 ("County"), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, d/b/a LYNX, a Florida body politic and corporate governed by Part II, Chapter 343, Florida Statutes, and having its principal place of business at LYNX Central Station, 455 N. Garland Ave., Orlando, Florida 32801 ("Authority").

WITNESSETH:

WHEREAS, the parties entered into an Interlocal Agreement For Transit Planning In Kind and Reimbursable Services on December 3, 2024 (the "<u>Agreement</u>"), relating to a potential urban circulator operating with the International Drive (I-Drive) District along International Drive from Sand Lake Road to Destination Parkway and Sea Harbor Drive (the "<u>Project</u>");

WHEREAS, the Agreement provides, *inter alia*, that Authority will provide certain inkind services and procure reimbursable services and serve as the lead agency for the Project and County will provide funding for reimbursable services related to professional services Authority would procure and manage to complete a National Environmental Policy Act assessment and preliminary design for the Project;

WHEREAS, County desires to increase its maximum funding amount in the Agreement as set forth in this Amendment; and

- WHEREAS, the Board of County Commissioners of Orange County, Florida, hereby finds and declares that this 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 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 parties agree as follows:
- 1. <u>Recitals</u>. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. <u>Amendment</u>. The first sentence of Section 6 of the Agreement is hereby amended and restated to read as follows:

"The maximum County reimbursement amount to Authority is Two Million Two Hundred Fifty Five Thousand Seven Hundred and Fifteen Dollars and Thirty Nine Cents (\$2,255,715.39) (the "County Contribution")."

- 3. **<u>Full Force and Effect.</u>** Except as herein modified, all the terms and conditions of the Agreement remain unchanged and in full force and effect.
- 4. <u>Governing Law</u>. This Amendment shall be governed and construed in accordance with the laws of the State of Florida, without regard to conflicts of law principles thereof.
- 5. <u>Counterparts</u>. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile (or other electronic means) shall be effective as delivery of a mutually executed counterpart to this Amendment.

[Signatures appear on following page]

[SIGNATURE PAGE OF THE FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY AND ORANGE COUNTY, FLORIDA]

"Authority"

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY D/B/A LYNX

Name: Tiffany Homler Hawkins
Title: Chief Executive Officer

Dated: 10 15 25

This Amendment is approved as to form for reliance only by Authority and for no other person and for no other purpose.

AKERMAN LLP,

Counsel for Authority,

By: James F. Goldsmith

Date: 10/13/2 S

[SIGNATURE PAGE OF THE FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY AND ORANGE COUNTY, FLORIDA]

IN WITNESS WHEREOF, County and Authority have caused this Amendment to be executed as of the dates set forth below.

"County"

	ORANGE COUNTY, FLORIDA
	By: Board of County Commissioners
	By:
	Date:
ATTEST:	
Phil Diamond, CPA, County Comptroller,	
As Clerk of the Board of County Commissioners	
Ву:	
Date:	