
SECOND AMENDMENT TO REVISED
INTERLOCAL AGREEMENT

between the

CITY of MAITLAND, FLORIDA

and

ORANGE COUNTY, FLORIDA

regarding the

CENTRAL FLORIDA COMMUTER RAIL
TRANSIT SYSTEM

Approved by the City of Maitland
City Council

June 24, 2024

Approved by the Orange County
Board of County Commissioners

_____, 2024

**SECOND AMENDMENT TO REVISED
INTERLOCAL AGREEMENT**
between the
CITY of MAITLAND and ORANGE COUNTY
regarding the
**CENTRAL FLORIDA COMMUTER RAIL
TRANSIT SYSTEM**

This Second Amendment to the Revised Interlocal Agreement (“Second Amendment”) is made by and between the **City of Maitland**, a municipality existing under the laws of the State of Florida (“City”) and **Orange County, Florida**, a political subdivision and charter county of the State of Florida (“County”).

* * *

WHEREAS, the City and the County previously negotiated a Revised Interlocal Agreement regarding the Central Florida Commuter Rail Transit System (hereinafter “Agreement”) in order to develop a partnership for the purpose of maintaining, operating, and supporting a commuter rail station within the City; and

WHEREAS, the County approved the Agreement on July 19, 2007, and the City approved same on August 27, 2007 respectively; and

WHEREAS, the Agreement allows for amendment by both the City and County; and

WHEREAS, the City and County approved a First Amendment to the Agreement on April 11, 2011 and July 26, 2011, respectively; and

WHEREAS, on June 13, 2024, as a follow up to prior discussions between the City and County, City transmitted a letter to County informing County that on the June 24, 2024, City would hold a public hearing to decide whether to invoke Section 6.2(d)(1) of the Agreement. The letter also indicated that notwithstanding the potential decision to invoke Section 6.2(d)(1) of the Agreement, the City’s primary intent is to engage in further discussions with the County regarding the City’s funding obligations under

the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in the Second Amendment, the City and the County agree as follows:

1. **Recitals.** The foregoing recitals are true and form a material part of the Second Amendment.
2. **Status of Agreement.** The Agreement is fully effective and binding. Except as amended herein, the Agreement shall remain in full force and effect.
3. **Amendment to Agreement.** The following portion of the Agreement is amended as follows:

Article 6, Section 6.2(d)(1)(b) is modified with the following underlined language:

“The decision to terminate is made by a majority vote of the City Council after a duly noticed public hearing pursuant to Chapter 166, Florida Statutes. The public hearing will take place before the City issues the one hundred eighty (180) day notice called for in the next subparagraph of this First Amendment which amends subsection 6.2(d)(2) of the Agreement and the City will serve notice of said public hearing to the County at least ten (10) days before said hearing. Should the City make the decision to terminate this Agreement at the public hearing held pursuant to this provision, the one hundred eighty (180) day notice may be held in abeyance by the City if a notice of the City’s abeyance is transmitted in writing to the County. If, after such transmittal, the City, in its sole discretion, determines that the negotiations are unproductive, the City may serve the notice approved at the public hearing at any time thereafter. The County acknowledges that the City has properly noticed a public hearing for the purpose of considering termination under this provision, and that said hearing is scheduled to occur on June 24, 2024.”

Article 6, Section 6.2(d)(2) is modified with the following underlined language:

“In the event the Dedicated Funding Source is insufficient to pay one hundred percent (100%) of the City’s share of cost of the Commuter Rail System and the City Council has voted to terminate for that reason, the City shall notify the County of the difference in writing as set forth in Section 6.2(d)(1)(b) and this notice shall be a one hundred eighty (180) day notice of termination. The parties agree to meet and negotiate in good faith during the one hundred eighty (180) day notice period at a mutually acceptable time and place and thereafter as often as is mutually deemed reasonably necessary during the one hundred eighty (180) day notice period to:”

4. **Obligation to Meet in Good Faith.** As a condition of this Second Amendment,

the parties agree to meet and negotiate in good faith regarding the City’s funding obligations under the Agreement at a mutually acceptable time and place and thereafter

as often as is mutually deemed reasonably necessary.

5. **Effective Date.** This Second Amendment shall take effect upon the date of approval by the City or upon the date of approval by the County, whichever date is later.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to be made effective as of the Effective Date as defined above.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Jerry L. Demings
Orange County Mayor

Dated: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

Printed Name

CITY OF MAITLAND, FLORIDA

By: _____
John P. Lowndes
Mayor

Dated: June 24, 2024

ATTEST: Lori Hollingsworth, City Clerk

By: Lori Hollingsworth
Lori Hollingsworth, City Clerk