



Legislation Text

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Interoffice Memorandum

DATE: June 20, 2024

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: NA

FROM: Joseph C. Kunkel, P.E., Director, Public Works Department

CONTACT: Brett W. Blackadar, P.E., Deputy Director

PHONE: (407) 836-7805

DIVISION: NA

ACTION REQUESTED:

Approval and execution of Interlocal Agreement Regarding Cost Sharing to Obtain Attorney Services for the Central Florida Commuter Rail Commission by and between Orange County, Osceola County, Seminole County, County of Volusia, and City of Orlando and approval of SunRail Attorney Services Escrow Agreement by and among Central Florida Commuter Rail Commission and Seminole County Clerk of the Circuit Court and Comptroller. All Districts.

PROJECT: NA

PURPOSE:

The SunRail Operations Phasing Agreement and the Third Amendment to the Interlocal Governance Agreement were approved at the March 26, 2024 Board meeting. In support of the Central Florida Commuter Rail Commission's responsibility under the Operations Phasing Agreement, the Local Government Funding Partners will be funding the Central Florida Commuter Rail Commission's pressing need for the services of an attorney. The attached "Interlocal Agreement Regarding Cost Sharing to Obtain Attorney Services for The Central Florida Commuter Rail Commission" and the "SunRail Attorney Services Escrow Agreement" are required to retain these services.

The Interlocal Agreement Regarding Cost Sharing to Obtain Attorney Services for The Central Florida Commuter Rail Commission is between the Local Government Partners (LGP) to fund the Central Florida Commuter Rail Commission's (CFCRC) initial retainment of its own legal counsel. The agreement appoints Seminole County as the LGP who will procure the CFCRC attorney on behalf of the CFCRC. Within 60 days of the Effective Date, each LGP will contribute \$50,000 towards the

CFCRC's legal counsel's attorney's fees of \$250,000. Such fees are deposited into an interest-bearing escrow account administered by the Seminole County Clerk of the Circuit Court and Comptroller. Any proposed attorney's fees that will be in excess of the \$250,000 must receive unanimous approval of the LGP. Each LGP will have a single attorney representative that will be part of the Seminole County procurement selection committee. Seminole County will provide a Project Manager (PM) to administer the legal counsel's contract with the CFCRC. Each LGP will also have a single representative that will be part of a Steering Group that collaborates with the CFCRC attorney and PM during the term of the contract. The Interlocal Agreement terminates upon the exhaustion of the legal counsel's escrowed fees, or after the CFCRC accepts all deliverables required by the contract.

The SunRail Attorney Services Escrow Agreement requires Seminole County Clerk of the Circuit Court and Comptroller to pay invoices presented by the PM, unless the Steering Group objects to such payment. The Escrow Agreement terminates three years after the effective date of the Escrow Agreement with any remaining funds refunded in equal shares to the LGP, or once all funds have been exhausted.

If you have any questions, please feel free to contact me at 407-836-7805.

BUDGET: NA