

INTERLOCAL AGREEMENT
between
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
and
SEMINOLE COUNTY
related to
Joint Funding for the SR 417 Sanford Airport Connector Project

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY
and
SEMINOLE COUNTY
related to
Joint Funding for the SR 417 Sanford Airport Connector Project

THIS INTERLOCAL AGREEMENT (this “**Agreement**”), is made and entered into by and between:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“**CFX**”), a body politic and corporate and agency of the state, under the laws of the State of Florida with its principal place of business located at 4974 ORL Tower Road, Orlando, Florida 32807; and

SEMINOLE COUNTY (the “**County**”), a charter county and political subdivision of the State of Florida, having its principal place of business located at 1101 East 1st Street, Sanford, Florida 32771.

CFX and the County may each herein be referred to individually as the “**Party**” and collectively as the “**Parties**”.

RECITALS

- A.** CFX is authorized by Chapter 348, Florida Statutes, to construct, reconstruct, improve, extend, repair, maintain and operate its expressway system, together with approaches, streets, roads, bridges, and avenues of access for such system and to enter into contracts and other agreements with agencies of the State of Florida for the purpose of carrying out such powers.
- B.** With the Orlando Sanford International Airport growing and traffic becoming increasingly congested in the surrounding area, the County’s Board of County Commissioners requested that CFX conduct a study to evaluate the feasibility of an expressway connection between SR 417 and the Orlando Sanford International Airport.
- C.** In response, CFX conducted a Concept, Feasibility, and Mobility Study (“**CF&M**”), the final version of which is herein incorporated by reference and for reference purposes only, to evaluate the feasibility of a direct access route between SR 417 and the Orlando Sanford International Airport (the “**Project**”). This CF&M was completed in August of 2023 and found that such an expressway connection was feasible from an engineering and environmental standpoint.
- D.** Building upon the conclusions and findings from the 2023 CF&M, in 2024, CFX began a Project Development and Environment Study (“**PD&E**”), the final version of which is herein incorporated by reference and for reference purposes only, to evaluate proposed alternative alignments for the Project, which was completed in October of 2025.
- E.** Based on the results of the PD&E, on October 9, 2025, CFX’s Governing Board unanimously approved a Preferred Alternative (as defined in the PD&E) for the Project and, due to financial viability shortfalls, directed CFX staff to identify funding partners to increase the Project’s financial viability prior to commencing the Project.
- F.** The County is committed to meeting the current and future transportation mobility demands of its growing population and economy, and views CFX’s completion of the Project as a key step toward its goal of promoting regional connectivity and alleviating congestion on its local roads.

- G. As a result, the County finds it to be in the best interest of the County, its residents, and the public's safety and welfare to financially contribute toward the Project's completion, thereby ensuring its financial viability and advancing the County's transportation objectives.
- H. CFX finds both acceptance of such financial contribution from the County and completion of the Project to be aligned with its objective of building, operating, and maintaining a mobility network that drives economic prosperity and quality of life through accountability, fiscally sound practices, and a community focus.

NOW, THEREFORE, in consideration of the mutual covenants expressed in this Agreement, and intending to be legally bound by this Agreement, the Parties agree that the foregoing recitals are true, correct, and incorporated herein as part of this Agreement, and further agree as follows:

Section 1. Definitions

- 1.1 For the purposes of this Agreement, the capitalized terms are to be understood as they are first defined, either by use of bold parenthetical reference or as found within bold quotation marks.
- 1.2 In addition to such capitalized terms, the following terms are hereby defined as follows:
 - A. **"Agreement"** shall mean this agreement including all exhibits, appendices, schedules, and attachments hereto, as may be mutually agreed upon to be amended, and any documents otherwise incorporated herein by reference, as may be amended from time to time.
 - B. **"60% Design Milestone"** means the progress of plans production identified as the 60% submittal in CFX's Design Guidelines, as most recently published.
 - C. **"Construction"** means the physical work of building the Project, including mobilization, site preparation, utility relocation, installation, improvements, and all activities necessary to complete the Project in accordance with the Construction contract documents fully executed between CFX and the Construction Contractor (as defined in **Subsection 5.2**).
 - D. **"Construction Phase"** shall mean the period of time beginning on the date the Notice to Proceed has been issued to the Construction Contractor by CFX and ending on the date the Notice of Final Acceptance has been issued to the Construction Contractor by CFX.
 - E. **"County Contribution"** shall mean **Fifty Million and No/100 Dollars (\$50,000,000.00)** to be paid by the County to CFX as contemplated in this Agreement.
 - F. **"Design Phase"** shall mean the period of time beginning on the date the contract for Design Services (as defined in **Subsection 3.1**) for the Project has been fully executed and ending on the date on which the Project's design is completed. Post-design services are not part of the Design Phase.
 - G. **"Force Majeure Event"** means when, and to the extent, any event or circumstance is beyond the reasonable control of the affected Party that prevents, materially delays, or renders impracticable performance of this Agreement, including, without limitation: hurricanes and named tropical storms; floods and other extreme weather; fires or explosions; acts of God; epidemics or pandemics; war, terrorism, civil commotion, or riots; labor strikes (excluding those of the affected Party's workforce to the extent reasonably controllable); requirements of law; governmental or regulatory actions (whether or not having the effect of law), including without limitation export or import restrictions, tariffs, quota, or other restriction or prohibition or any complete or partial government shutdown, permitting delays, or emergency orders; court

injunctions; failures or outages of utilities, telecommunications, or internet; banking system disruptions (including ACH, Fedwire, or SWIFT outages), cyberattacks, and widespread service provider failures. Lack of funds alone will not be considered a Force Majeure Event.

- H. **“Notice of Final Acceptance”** means CFX’s written notice to the Construction Contractor that the Project’s Construction is complete and accepted in accordance with the Construction contract documents.
- I. **“Notice to Proceed”** or **“NTP”** means the written directive issued by CFX to the Construction Contractor that authorizes commencement of the Construction and sets the effective date from which contract time and performance obligations begin.
- J. **“Property Acquisition and Pre-Construction Phase”** means the period of time beginning after the Second Payment (as defined in **Subsection 4.1**) and ending when the Construction Phase begins.

1.3 Additional Clarifications

- A. Time shall be calculated in this Agreement as follows:
 - 1. **“Business day”** means any day other than Saturday, Sunday, a Florida legal bank holiday, any day the State of Florida treats as a work holiday for state employees, including any day declared a work holiday for state employees by the Governor, or any day the County treats as a work holiday for County employees. For any period measured in business days, the deadline occurs at 5:00 p.m. on the final business day.
 - 2. **“Calendar day”** means one calendar day. For any period measured in calendar days, the deadline occurs at 5:00 p.m. on the final calendar day; however, if that final calendar day is not a business day, then the deadline shall automatically extend to the next business day at 5:00 p.m.
 - 3. To avoid ambiguity, if the word **“day”** is not modified by either **“business”** or **“calendar,”** it shall be read as **“calendar day”**. When used in the plural, **“calendar days”** or **“business days”** shall mean consecutive calendar days or consecutive business days, respectively.
 - 4. When calculating any period measured in calendar days or business days, the day of the triggering event shall be excluded and the period shall begin on the next calendar day for calendar-day periods, or on the next business day for business-day periods. If the triggering event occurs after 5:00 p.m., it shall be deemed to have occurred on the next calendar day for calendar-day periods, or on the next business day for business-day periods, for counting purposes.
 - 5. All references to time are to Eastern Time (Orlando, Florida).
- B. The words **“must”**, **“will”**, and **“shall”** are always mandatory and not discretionary; the word **“may”** is permissive.
- C. Unless the context clearly indicates the contrary, where a clause herein involves two or more items, conditions, provisions, or events connected by the conjunctions **“and”**, **“or”**, **“either . . . or”**, or **“and/or”**, such conjunctions shall be interpreted as follows:
 - 1. **“And”** indicates that all the connected terms, conditions, provisions, or events shall apply.
 - 2. **“Or”** indicates that the connected items, conditions, provisions, or events may apply singly or in any combination.

- 3. **“Either . . . or”** indicates that the connected items, conditions, provisions, or events shall apply singly but not in combination, unless further modified by **“. . . or both”**.
- 4. **“And/or”** indicates that the connected items, conditions, provisions, or events shall apply either singly or in combination.
- D. The words **"includes"** and **"including"** shall not limit a term to the specific example but is intended to extend its meaning to all other instances or circumstances of like kind or character.
- E. The words **"herein"**, **"hereby"**, **"hereinafter"**, **"hereto"**, **"hereof"**, and other equivalent words shall refer to this Agreement as a whole, including any documents incorporated into this Agreement whether by attachment or reference.
- F. The singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders.
- G. Except as expressly stated otherwise, all references to Sections, Subsections, Paragraphs, Provisions, Exhibits, and Schedules are to those contained in this Agreement.
- H. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.
- I. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated.

1.4 Ambiguity; Interpretation. In the event of any material discrepancy, deficiency, or ambiguity in this Agreement, the Parties shall work in good faith to resolve the matter. Should a satisfactory resolution not be reached, the Parties shall proceed under **Section 9: Disputes**.

Section 2. First Payment

- 2.1 The County shall, within thirty (30) calendar days of the execution of this Agreement by the Parties, make an initial payment to CFX in the amount of **Twenty-Five Million and No/100 Dollars (\$25,000,000.00)** (the **"First Payment"**), which shall obligate CFX to achieve the 60% Design Milestone.
- 2.2 The First Payment shall be made by domestic, same-day, irrevocable wire transfer of immediately available funds to the account designated in the written wire instructions provided by CFX to the County. Prior to any transmission of funds, the County shall confirm CFX's wire instructions by telephone with CFX's designated contact. No changes to wire instructions may be accepted by email alone.
- 2.3 CFX shall deliver written Formal Notice (as discussed in **Subsection 12.2**) confirming receipt of the First Payment to the County no later than three (3) business days after the date the First Payment is received. Wire transfers initiated after 3:00 p.m. shall be deemed received on the next business day for purposes of CFX's confirmation obligation.
- 2.4 If the First Payment is not received on the expected date or is received in an amount different from the amount transmitted, CFX shall promptly notify the County upon discovery and the Parties will cooperate in good faith to resolve any discrepancy.

- 2.5** Failure by the County to make the First Payment within the time allotted under **Subsection 2.1** shall constitute a material breach of this Agreement. CFX may, at any time thereafter, terminate this Agreement upon written Formal Notice (as discussed in **Subsection 12.2**) to the County; provided, however, that if, prior to the County's receipt of CFX's termination notice, the County makes the First Payment in accordance with **Subsection 2.2**, the breach shall be deemed cured and CFX's right to terminate on account of that breach shall lapse.

Section 3. Project Design Phase

- 3.1** Following CFX's receipt of the First Payment, CFX shall, in accordance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, and CFX's procurement policies and procedures, complete a qualifications-based procurement to select and award a contract to a qualified professional services firm (the "**Design Consultant**") for completion of the Project's design (the "**Design Services**").
- 3.2** CFX shall provide routine status updates to the County during the Design Phase and/or as reasonably requested by the County. At a minimum, CFX shall deliver a written status update to the County's Agency Liaison (as designated and further discussed in **Subsection 12.1**) by email upon reaching the 30%, 90%, and 100% design milestones.
- 3.3** Once the Project's design has reached the 60% Design Milestone, CFX shall provide written Formal Notice (as discussed in **Subsection 12.2**) of such occurrence to the County (the "**60% Confirmation**").
- 3.4** Upon reaching the 60% Design Milestone, CFX shall have earned the full amount of the First Payment and shall not be required to return any portion thereof to the County, except as agreed to in **Subsections 4.5**.

Section 4. Second Payment

- 4.1** During the County's fiscal year beginning on October 1, 2027, and ending on September 30, 2028, CFX shall submit an invoice to the County via a written Formal Notice for the Second Payment (as defined below). No later than ~~thirty (30)~~ calendar days after receipt of CFX's invoice, the County shall make a second payment to CFX in the amount of **Twenty-Five Million and No/100 Dollars (\$25,000,000.00)** (the "**Second Payment**"), which shall be used towards the Property Acquisition and Pre-Construction Phase and Construction Phase of the Project.
- 4.2** The same requirements and procedures provided in **Subsections 2.2, 2.3, and 2.4** as to the First Payment shall be followed for the Second Payment.
- 4.3** Unless and until the County timely transfers the Second Payment to CFX in accordance with this Section, CFX shall have no obligation to the County to proceed beyond the 60% Design Milestone, to procure Construction services, or to continue any other activities toward completion of the Project.
- 4.4** Failure by the County to make the Second Payment within the date specified in **Subsection 4.1** shall constitute a material breach of this Agreement. CFX may, at any time thereafter, terminate this Agreement upon written Formal Notice (as discussed in **Subsection 12.2**) to the County; provided, however, that if, prior to the County's receipt of CFX's termination notice, the County makes the Second Payment in accordance with **Subsection 2.2**, the breach shall be deemed cured and CFX's right to terminate on account of that breach shall lapse.

4.5 In-Kind Contribution

- A.** The provisions of this Section notwithstanding, CFX shall consider an in-kind contribution of Project-related real property interests (“**In-Kind Property**”) in lieu of or in combination with any portion of the County Contribution, provided that:
 - 1.** CFX, using its sole discretion, determines that the In-Kind Property is of the nature and kind that can be used to offset the costs of the Project;
 - 2.** The Parties mutually agree as to how the In-Kind Property will be valued against the County Contribution, which value shall include all costs associated with any conveyance of land, including without limitation title insurance, closing costs, and recording fees; and
 - 3.** The County’s request to use In-Kind Property is delivered to CFX prior to the County making its Second Payment.
- B.** If CFX elects to accept In-Kind Property under this Section, the Parties shall reduce the mutually agreed-upon value of such In-Kind Property from the County Contribution. If, after such reduction, a balance remains owed to CFX, the In-Kind Property shall be transferred to CFX at no cost, and the Second Payment shall be reduced by the amount of such balance and then timely provided to CFX by the County.
- C.** If the Parties agree that the value of the In-Kind Property exceeds the County Contribution, the County shall not be required to make the Second Payment. In no event shall CFX be required to pay, credit, offset, or otherwise compensate the County for any such excess value; provided, however, that any unexpended portion of the First Payment remaining at the time of reconciliation shall be serve as the full and final consideration provided by CFX to the County for the conveyance of the In-Kind Property under the associated Purchase and Sale Agreement.
- D.** CFX shall have no obligation to accept any proposed substitution and may, in its sole discretion and acting in good faith, reject any proposed In-Kind Property that it does not deem to satisfy the viability requirements of the Project. As a condition to any acceptance, CFX may require additional information, documentation, assurances, or terms, including appraisal reports provided at the County’s expense, as it deems reasonably necessary.
- E.** The Seminole County Board of County Commissioners must approve the contribution of any proposed In-Kind Property to CFX under this Agreement. Acceptance of In-Kind Property by CFX under this provision shall require approval by the CFX Board of Governors.

Section 5. Project Property Acquisition and Pre-Construction Phase

- 5.1** Following CFX’s receipt of the Second Payment or mutually agreed upon In-Kind Property pursuant to **Section 4.5**, CFX shall:
 - A.** Complete the Design Phase;
 - B.** Commence the Project Property Acquisition and Pre-Construction Phase and diligently pursue the acquisition of all property interests necessary for completion of the Project, whether by voluntary conveyance or through condemnation proceedings, and complete such acquisitions to the extent required to begin Construction, in accordance with applicable Florida law and CFX’s real property policies and procedures; and
 - C.** Commence any necessary permitting activities for the Project.

- 5.2** CFX shall, in compliance with applicable Florida law and CFX’s procurement policies and procedures, procure the services of and award a contract to a qualified and eligible construction contractor (the “**Construction Contractor**”) to complete Construction of the Project upon:
- A.** Completion of the Design Phase; and
 - B.** CFX’s determination, using its sole discretion, that all property interests and permits necessary to begin Construction have been, or with reasonable certainty will be, acquired.
- 5.3** CFX shall provide routine status updates to the County during the Project’s Acquisition and Pre-Construction Phase and/or as reasonably requested by the County.
- 5.4** At a minimum, CFX shall deliver a written status update to the County’s Agency Liaison (as designated and further discussed in **Subsection 12.1**) by email upon:
- A.** Adoption by the CFX Governing Board of a Resolution of Necessity as to the property interests to be acquired;
 - B.** Advertisement of the solicitation for Construction services; and
 - C.** Award and execution of the Construction contract with the Construction Contractor.

Section 6. Project Construction Phase

- 6.1** Upon meeting the Completion Deadline (as discussed in **Subsection 7.2**), CFX shall have earned the full amount of the County Contribution and shall not be required to return any portion thereof to the County.
- 6.2** CFX shall provide written Formal Notice (as discussed in **Subsection 12.2**) to the County of the following occurrences:
- A.** Issuance of the Notice to Proceed to the Construction Contractor, with such notice having the issued NTP attached thereto; and
 - B.** Issuance of the Notice of Final Acceptance to the Construction Contractor, with such notice having the issued certificate attached thereto.
- 6.3** During the Construction Phase, CFX shall provide routine status updates to the County’s Agency Liaison (as designated and further discussed in **Subsection 12.1**) and/or as reasonably requested by the County. At a minimum, such written updates shall provide the following information:
- A.** Construction progress against the Project schedule set forth in the Construction contract documents, as may be amended; and
 - B.** Any significant issues, delays, risks, and planned mitigations.

Section 7. Failure of CFX to Perform

- 7.1 Failure to Achieve 60% Design Milestone; Return of Funds.** Except to the extent excused by a Force Majeure Event as provided in **Section 8: Force Majeure**, if the Project fails to achieve the 60% Design Milestone on or before **September 30, 2028** (the “**60% Design Deadline**”), the County may deliver a written Formal Notice to CFX requesting the return of all funds paid to CFX by the County under this Agreement.

- 7.2 Failure to Issue Notice to Proceed; Return of Funds.** Except to the extent excused by a Force Majeure Event as provided in **Section 8: Force Majeure**, if CFX timely achieved the 60% Design Milestone by the 60% Design Deadline but thereafter fails to issue the Notice to Proceed to the Construction Contractor on or before **December 31, 2034** (the “**NTP Deadline**”), the County may deliver a written demand to CFX, requesting the return to the County of the Second Payment. If the Project is not open to routine traffic by **December 31, 2038** (“**Completion Deadline**”), the County may deliver a written Formal Notice to CFX requesting the return of the Second Payment.
- 7.3** To exercise its right to return of funds under either **Subsection 7.1 or 7.2**, the County shall provide CFX with a thirty (30) calendar day written Formal Notice to cure the applicable deficiency (the “**Cure Period**”). Should CFX fail to cure the applicable deficiency prior to the expiration of the Cure Period, CFX shall have thirty (30) calendar days from its receipt of County’s written Formal Notice demanding return of funds to return the applicable amount in the same manner by which it received such funds.
- 7.4** Nothing in this or any other provision in this Agreement shall be construed as preventing the Parties from mutually agreeing in writing to extend any deadlines provided in this Section.
- 7.5** If the County contributes In-Kind Property and CFX fails to meet the NTP Deadline, CFX shall either return the In-Kind Property or provide a check to the County in the amount of the mutually agreed upon value of the In-Kind Property as determined by **Subsection 4.5**, in either case within sixty (60) calendar days of a written Formal Notice by County to CFX.

Section 8. Force Majeure

- 8.1 Notice and Updates.** The affected Party shall, in compliance with the Formal Notice provisions of **Subsection 12.2**, give prompt written notice of the Force Majeure Event to the other Party within five (5) business days after becoming aware of it, stating the nature of the event, expected impact on performance, and anticipated duration, and shall provide periodic updates while the Force Majeure Event continues.
- 8.2 Effect on Milestones and Payments**
- A. 60% Design, NTP Deadline, and Completion Deadline (Section 7)**
1. If and to the extent performance is prevented or delayed due to a Force Majeure Event despite commercially reasonable efforts, the 60% Design Deadline, NTP Deadline, and Completion Deadline shall each be extended by the period of such prevention or delay plus a reasonable remobilization period not to exceed thirty (30) calendar days (collectively, the “**FM Extension Period**”).
 2. During the FM Extension Period, the County’s corresponding return-of-funds remedy shall be deferred. If CFX fails to achieve the applicable milestone by the end of the FM Extension Period, the County’s remedies under **Section 7: Failure of CFX to Perform** shall resume.
- B. County Payments (Sections 2 and 4).** If a Force Majeure Event prevents or delays the County’s ability to transmit the First Payment or Second Payment, the applicable payment deadlines shall be extended for the duration of the Force Majeure Event plus a reasonable remobilization period not to exceed thirty (30) calendar days following the conclusion of the Force Majeure Event affecting performance under this Agreement.

Section 9. Disputes

- 9.1** In the event of any controversy, claim, or dispute arising out of or relating to this Agreement (“**Dispute**”) that cannot be resolved at the staff level, the matter shall be elevated to the CFX Executive Director and the Seminole County, County Manager (or their respective designees). Either Party may initiate this process either informally or by providing written Formal Notice of the Dispute to the other Party. Such individuals shall meet, in person or virtually, no later than fifteen (15) business days of such notice and shall negotiate in good faith to resolve the Dispute.
- 9.2** If the Dispute is not resolved at the executive level, either Party may request mediation. Mediation shall be conducted before a mutually agreed mediator located in Orange County, Florida or Seminole County, Florida. Mediation costs shall be shared equally by the Parties.
- 9.3** Mediation shall be a pre-condition to filing suit regarding any Dispute arising under or related to this Agreement. If mediation results in an impasse, either Party may pursue relief in a court of competent jurisdiction, as contemplated in **Subsection 13.20** of this Agreement.
- 9.4** Unless performance is rendered impossible by the nature of the Dispute, the Parties shall continue performing their respective obligations under this Agreement while the Dispute is pending.
- 9.5** Nothing in this Section prevents either Party from seeking immediate injunctive relief in a court of competent jurisdiction when necessary to prevent irreparable harm.

Section 10. Project Ownership and Revenues; Waivers

- 10.1** The County hereby acknowledges, affirms, and agrees that:
- A.** CFX shall have exclusive ownership of the Project and the exclusive right to regulate, establish, collect, and receive all tolls on the limited-access expressway components of the Project; and
 - B.** All toll revenues and any other revenues arising from or relating to the Project that are collected or received by CFX shall belong solely to CFX.
- 10.2** To the fullest extent permitted by law, the County irrevocably disclaims, waives, and releases any and all rights, title, or interests, legal or equitable, with respect to the Project, in or to:
- A.** Any revenues of CFX arising from or relating to the Project (including tolls, fees, charges, and other income or proceeds); and
 - B.** Any real or personal property, or property interests, acquired by CFX for the Project, whether or not such acquisition was funded in whole or in part with the County Contribution.
- 10.3** The County further covenants not to assert or pursue any claim, lien, encumbrance, security interest, setoff, recoupment, constructive trust, or other equitable or legal remedy against any such Project-related revenues or property interests.
- 10.4** For the avoidance of doubt, and provided that such rights do not constitute or create any ownership or other property interest in Project related CFX revenues or Project property, nothing in this Section limits the County’s rights expressly set forth in this Agreement to enforce CFX’s obligations regarding the County Contribution.
- 10.5** To the fullest extent permitted by law, each Party expressly agrees that it shall not assert, and hereby waives, any claim, demand, action, or cause of action against any other Party, or any other Party’s

elected officials, officers, directors, employees, or agents, for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for any loss of profits, revenues, or business opportunities, arising out of or relating to this Agreement, regardless of the theory of liability and even if such other Party has been advised of the possibility of such damages.

Section 11. No Partnership; Independent Status

11.1 This Agreement does not create a partnership, joint venture, agency, or fiduciary relationship between CFX and the County. Each acts independently under this Agreement.

11.2 CFX shall be responsible for the procurement of the Design Consultant, planning, design, permitting, acquisition of needed property interests, procurement of the Construction Contractor, and the Construction of the Project in accordance with this Agreement, and thereafter for the ownership, operation, maintenance, and management of the Project as part of CFX's expressway system.

11.3 The County shall serve solely as a financial contributor to the Project in accordance with this Agreement, shall timely perform its obligations and duties as expressly set forth herein, and shall have no duties to design, procure, construct, operate, maintain, or manage any portion of the Project.

11.4 External Funding Requirements.

- A.** The Parties acknowledge that the County may seek third-party financial or grant assistance to fund all or part of the County Contribution. Notwithstanding the foregoing, the County represents and warrants that no part of the County Contribution shall subject, passthrough, or otherwise impose upon CFX, the Design Consultant, or the Construction Contractor any federal, state, local, or third-party grant terms or conditions, reporting or compliance requirements, audits, repayment or matching obligations, or any other obligations or restrictions related to or associated with the use of any part of the County Contribution that are not expressly set forth in this Agreement (collectively, "**External Funding Requirements**"). CFX shall be entitled to rely on this representation by the County, and any acceptance by CFX of any portion of the County Contribution, regardless of its underlying funding source, shall not constitute acceptance by CFX of any External Funding Requirements.
- B.** The County shall not withhold, condition, offset, or demand the return of any portion of the County Contribution earned by CFX based on the source or external restrictions attached thereto. CFX, the Design Consultant, and the Construction Contractor shall have no responsibility for compliance with, and no obligation to return any portion of the County Contribution received on account of, any External Funding Requirements tied to thereto, and the County shall:
 - 1.** Be and remain solely responsible for all consequences, grant terms, and conditions associated therewith (including without limitation any compliance, reporting, audit, repayment, or clawback obligations); and
 - 2.** Promptly provide replacement compensation equal to the value of any monetary amount and/or property interest demanded, repaid, or encumbered by any third party so that the total monetary value of the County's Contribution remains whole.
- C.** The County hereby acknowledges that any decision to use funds sourced from any federal, state, local, or third-party grant or other source of third-party financial assistance will be done solely at the County's own risk and that the protections of **Section 8: Force Majeure** shall not be available to the County for any circumstance that may arise that are in any manner related to its decision to use such funds, whether foreseen, unforeseen, or related to a change in law.

- D. For clarity, any violation of this **Subsection 11.4** by the County shall constitute a material breach of this Agreement by the County but shall not impair, condition, delay, or serve as a defense to CFX's entitlement to receive and retain any part of the County Contribution earned under **Subsections 3.4 or 6.1**.
- E. This **Subsection 11.4** shall survive the expiration and/or termination of this Agreement.

Section 12. Agency Liaisons; Formal Notice

12.1 Agency Liaisons

- A. CFX and the County each designate the following representatives (the “**Agency Liaison(s)**”) who shall be responsible for the day-to-day administration and management of this Agreement and its obligations, and for receiving any notice, request, consent, approval, demand, or other communication expressly stated in this Agreement to be delivered to an Agency Liaison.
- B. Each Agency Liaison shall serve as their respective agency's primary point of contact for routine communications and coordination necessary for the effective performance of this Agreement.

- 1. **CFX Liaison:** David Falk, Director of Engineering
Email: David.Falk@cfxway.com
- 2. **County Liaison:** Acting County Engineer
Email: tolore@seminolecountyfl.gov

WITH EMAIL COPY TO

Seminole County
Attn: County Manager
1101 E. 1st St., Sanford, FL 32771
Email: dgray@seminolecountyfl.gov

- C. CFX and the County may substitute their designated Agency Liaison at any time by providing Formal Notice to the other Party in accordance with **Subsection 12.2**. Such substitution shall not require an amendment to this Agreement.

12.2 Formal Notices

- A. When this Agreement requires that a notice, request, consent, approval, demand, or other communication be provided in accordance with its “**Formal Notice**” provisions, such communication must comply strictly with this **Subsection 12.2**. For clarity, Formal Notice shall be the default requirement if the Agreement does not expressly state to whom a certain communication should be delivered.
- B. All Formal Notice required under this Agreement shall be in writing and shall be deemed given and received as follows:
 - 1. On the first business day after deposit with a nationally recognized overnight courier service, fees prepaid;
 - 2. On the date of hand delivery if delivered before 5:00 p.m.; otherwise, on the next business day;
 - 3. When actually received if sent by certified United States mail, return-receipt requested, postage prepaid; and/or

4. When transmitted to the recipient's email address set forth below before 5:00 p.m., and the recipient acknowledges receipt by reply email or the sender's system records a delivery confirmation (not merely "sent"). If transmitted after 5:00 p.m., or without acknowledgment/confirmation, the email communication shall be deemed received on the next business day.

C. Addresses for Formal Notices. Formal Notices shall be addressed as follows:

1. To CFX:

Central Florida Expressway Authority
Attn: Chief of Infrastructure
4974 ORL Tower Road, Orlando, Florida 32807
Email: Glenn.Pressimone@cfxway.com

AND

Central Florida Expressway Authority
Attn: General Counsel
4974 ORL Tower Road, Orlando, Florida 32807
Email: Cristina.Berrios@cfxway.com

WITH EMAIL COPY TO CFX'S AGENCY LIAISON

(see: **Subsection 12.1.B.1**).

2. To the County:

Seminole County
Attn: County Manager
1101 E. 1st St., Sanford, FL 32771
Email: dgray@seminolecountyfl.gov

AND

Seminole County
Attn: County Attorney
1101 E. 1st St., Sanford, FL 32771
Email: klatorre@seminolecountyfl.gov

WITH EMAIL COPY TO THE COUNTY'S AGENCY LIAISON

(see: **Subsection 12.1.B.2**).

- D.** Each Party may substitute its Formal Notice information at any time by providing written Formal Notice to all other Parties in accordance with this **Subsection 12.2**. Such substitution shall not require an amendment to this Agreement.

Section 13. General Provisions

13.1 Agreement for Sole Benefit of the Parties. This Agreement and the rights and benefits created by it are for the sole and exclusive benefit of CFX and the County. Without limiting the generality of the foregoing, this Agreement shall not be deemed to be for the direct or indirect benefit of any third-party.

13.2 Assignments and Successors

- A.** Neither CFX nor the County shall, without the prior written consent of the other (which the other may withhold in its absolute discretion), sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of:

1. This Agreement (in whole or in part);

2. Any obligations, duties, or responsibilities it has hereunder; or
3. Any right, title, or interest arising under or in connection with this Agreement.

B. Each Party binds itself and its partners, successors, executors, administrators, and assigns to the other Party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement.

13.3 Attorneys' Fees. No prevailing-party entitlement shall arise under or with respect to this Agreement. Each Party shall bear its own attorneys' fees and costs in connection with the negotiation, drafting, execution, administration, and enforcement of this Agreement and in any matter arising out of or related to this Agreement, including any claim, action, proceeding, or enforcement effort at trial, on appeal, on rehearing, in post-judgment or bankruptcy proceedings, or in any administrative or alternative dispute-resolution forum. Notwithstanding the foregoing, this Subsection shall not limit any Party's right to recover attorneys' fees, costs, or expenses if and only to the extent such amounts are expressly included as recoverable under any indemnification obligations set forth in this Agreement, including defense costs in connection with any such indemnified claims.

13.4 Binding Effect; Conflicts. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors, or permitted assigns. In the event of a conflict between the covenants, terms, or provisions of this Agreement and any document incorporated herein whether by attachment or reference, the provisions of this Agreement shall take precedence. Should there be any conflicts or inconsistency between any applicable law and this Agreement, the most restrictive shall govern.

13.5 Construction; No Presumption; Reliance. Each Party acknowledges that it has had the opportunity to be represented by counsel of such Party's choice with respect to this Agreement. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement is deemed to have been drafted jointly by the Parties, and in the event of any ambiguity it shall not be construed or interpreted against the drafting Party. Each Party relies solely on the representations, warranties, covenants, and obligations expressly set forth in this Agreement and its exhibits, and no Party has relied upon any representation or statement not specifically set forth herein. This provision is without prejudice to claims based on fraud or misrepresentation of any kind, including fraudulent inducement, intentional or negligent misrepresentation, concealment, or omission of material fact.

13.6 Counterparts; Delivery; Signatures. This Agreement may be executed in counterparts (including separate signature pages), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures may be affixed and delivered electronically (including, without limitation, via a reputable e-signature platform, facsimile, or transmitted PDF or scanned image), and any such electronic signature and delivery shall be valid, enforceable, and admissible as if an original under Chapter 668, Florida Statutes. No Party shall deny the legal effect, validity, or enforceability of this Agreement or related documents solely because a signature is in electronic form or the document is an electronic record. Delivery of an executed counterpart by electronic transmission shall be effective upon completion of such transmission.

13.7 Further Assurances. Each Party will, without additional consideration, sign, acknowledge, and deliver any other documents and take any other action necessary or appropriate and reasonably requested by another Party to carry out the intent and purpose of this Agreement. By executing this Agreement, the CFX Governing Board delegates to the CFX Executive Director, or their designee, general authority to approve and execute amendments to and issue written Formal Notices under this

Agreement without Board approval, except that the following amendments must be approved by the Board to be effective:

- A. Those that commit CFX to pay any amount in excess of the Procurement Threshold established and adjusted under the Procurement Chapter of the CFX Code; or
- B. Those that reduce the monetary value of the County Contribution by any amount, or that accept an In-Kind Contribution under **Subsection 4.5** of this Agreement.

13.8 Governing Law. This Agreement shall be considered as having been entered into in the State of Florida. The laws of the State of Florida shall govern all aspects of this Agreement, without reference to any conflicts of law provisions.

13.9 Headings. The headings or captions of articles, sections, or subsections used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

13.10 Inspector General; Audit Cooperation. Each Party shall comply with the provisions of Section 20.055, Florida Statutes, and shall cooperate fully with any duly authorized Inspector General or government oversight body in any investigation, audit, inspection, review, or hearing relating to this Agreement.

13.11 Interlocal Cooperation Act; Recordation. This Agreement is entered pursuant to Chapter 163, Florida Statutes, and will be recorded with the appropriate Clerks.

13.12 Jury Waiver. To the fullest extent permitted by law, the Parties hereby waive their right to trial by jury in any action, proceeding, or claim that is in any manner related to this Agreement, which may be brought by either Party.

13.13 Modification. Unless otherwise expressly provided for herein, no modification of this Agreement shall be binding upon each Party unless it is reduced to writing and is signed by a duly authorized representative of each Party.

13.14 Remedies. No remedy conferred upon any Party in this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or as provided at law or equity. No single or partial exercise by any Party of any rights, power, or remedy shall preclude any other or the further exercise thereof.

13.15 Severability. The provisions of this Agreement are declared by the Parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the Parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the Party protected or benefited by such term, provision, covenant, or condition may demand that the Parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited Party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding. If performance of any instruction or obligation becomes illegal due to a Force Majeure Event (e.g., government order or sanctions), the Parties shall confer in good faith to modify this Agreement in a manner consistent with law. If the Parties cannot mutually agree to modify the Agreement in such circumstances, the Parties will mutually agree on an amount of the County Contribution to be returned to the County. If the Parties cannot mutually agree to an amount to be returned, the Parties will follow the procedures in **Section 9: Disputes**.

13.16 Signatory. Each signatory below represents and warrants that he or she has the full power and is duly authorized by their respective Party, to enter into and perform under this Agreement. Such signatory further represents that he or she has fully reviewed and understands the terms and conditions set forth in this Agreement, including exhibits, and fully intends to abide by and comply with all of the terms and conditions set forth herein.

13.17 Sovereign Immunity. CFX and the County each hereby expressly retain sovereign immunity as provided in Section 768.28, Florida Statutes. Nothing herein waives sovereign immunity or expands any applicable limits of liability, and neither Party consents to suit except as permitted by statute. Neither CFX's nor the County's liability under or related to this Agreement shall exceed the statutory caps in Section 768.28, and no term of this Agreement shall confer any third-party beneficiary rights that would permit claims otherwise barred by sovereign immunity or law.

13.18 Enforcement by Specific Performance. In addition to all remedies available at law or in equity for enforcement of this Agreement, the Parties expressly agree they may enforce this Agreement by specific performance.

13.19 Survivorship. Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including by way of example only, the indemnification and records maintenance provisions, shall survive any expiration, cancellation, or termination of this Agreement.

13.20 Venue. Each Party hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction located in Orange County, Florida, regarding any legal action, proceeding, or claim that is in any manner related to this Agreement or the performance of the associated obligations hereunder. Each Party further agrees venue for any such action, proceeding, or claim shall lie in Orange County, Florida, and irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum.

13.21 Waiver. No delay or failure on the part of any Party to exercise any right or remedy accruing to such Party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such Party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

Section 14. Entire Agreement

14.1 This Agreement, and any documents incorporated, referenced, or attached hereto, sets forth and constitutes the entire agreement and understanding of the Parties with respect its subject matter. Regarding such subject matter, this Agreement supersedes all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of the Parties.

[The Parties have signed on the following pages.]

IN WITNESS OF THEREOF, the Parties hereby sign this Agreement.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
CFX Chairman

Printed Name: _____

Date: _____

ATTEST: _____
Regla ("Mimi") Lamaute
Manager of Board Services

Approved as to form and legality by legal counsel to
the Central Florida Expressway Authority on this
___ day of _____, 2026, for its exclusive use
and reliance.

By: _____
Cristina T. Berrios
General Counsel

IN WITNESS OF THEREOF, the Parties hereby sign this Agreement.

ATTEST

SEMINOLE COUNTY

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

By: _____
ANDRIA HERR, Chairman

Date: _____

As authorized for execution by the Board of
County Commissioners at its _____,
_____, 20____, regular meeting.