

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JUL 19 2007 JW/BS

**INTERLOCAL GOVERNANCE AGREEMENT
FOR
CREATION OF THE
CENTRAL FLORIDA COMMUTER RAIL COMMISSION**

By and Among

ORANGE COUNTY, FLORIDA

OSCEOLA COUNTY, FLORIDA

SEMINOLE COUNTY, FLORIDA

COUNTY OF VOLUSIA, FLORIDA

AND

CITY OF ORLANDO, FLORIDA

City Council Meeting: 7-23-07
Item: 6-1 Documentary: 070723601

TABLE OF CONTENTS

PAGE

ARTICLE I DEFINITIONS AND CONSTRUCTION

SECTION 1.01.	DEFINITIONS.	4
SECTION 1.02.	RULES OF CONSTRUCTION.....	4
SECTION 1.03.	SECTION HEADINGS.....	5

ARTICLE II REPRESENTATIONS

SECTION 2.01.	REPRESENTATIONS OF ORANGE COUNTY.....	6
SECTION 2.02.	REPRESENTATIONS OF OSCEOLA COUNTY.....	6
SECTION 2.03.	REPRESENTATIONS OF SEMINOLE COUNTY.....	7
SECTION 2.04.	REPRESENTATIONS OF THE COUNTY OF VOLUSIA.....	8
SECTION 2.05.	REPRESENTATIONS OF THE CITY OF ORLANDO.....	9

ARTICLE III CREATION AND GOVERNANCE

SECTION 3.01.	COMMUTER RAIL COMMISSION.....	10
SECTION 3.02.	POWERS AND DUTIES OF THE COMMISSION.....	10
SECTION 3.03.	GOVERNING BOARD.....	12
SECTION 3.04.	GOVERNING BOARD CHAIR.....	13
SECTION 3.05.	MEETINGS, QUORUM AND VOTING.....	13
SECTION 3.06.	POWERS AND DUTIES OF THE GOVERNING BOARD.....	14
SECTION 3.07.	TECHNICAL ADVISORY COMMITTEE.....	16
SECTION 3.08.	CUSTOMER ADVISORY COMMITTEE.....	18
SECTION 3.09.	PRIVILEGES AND IMMUNITIES FROM LIABILITY.....	20
SECTION 3.10.	SELF-INSURANCE RETENTION FUND.....	22

ARTICLE IV
COMMUTER RAIL SYSTEM FUNDING

SECTION 4.01.	LOCAL OPERATING SUPPORT	25
SECTION 4.02.	CAPITAL PLAN FUNDING	28
SECTION 4.03.	COVENANT TO BUDGET AND APPROPRIATE	29

ARTICLE V
GENERAL PROVISIONS

SECTION 5.01.	TERM	31
SECTION 5.02.	TERMINATION.....	31
SECTION 5.03.	RESOLUTION OF DISPUTES	31
SECTION 5.04.	NOTICES	32
SECTION 5.05.	COUNTERPARTS	35
SECTION 5.06.	COMPLETE AGREEMENT.....	35
SECTION 5.07.	SEVERABILITY	35
SECTION 5.08.	CONTRACTUAL RELATIONSHIP	35
SECTION 5.09.	GOVERNING LAW AND VENUE	36
SECTION 5.10.	FURTHER ASSURANCES	36

APPENDIX A	MASTER GLOSSARY
------------	-----------------

INTERLOCAL GOVERNANCE AGREEMENT

THIS INTERLOCAL GOVERNANCE AGREEMENT is made and entered into by and among Orange County, a charter county and political subdivision of the State of Florida ("Orange County"), Osceola County, a charter county and political subdivision of the State of Florida ("Osceola County"), Seminole County, a charter county and political subdivision of the State of Florida ("Seminole County"), the County of Volusia, a charter county and political subdivision of the State of Florida ("County of Volusia") and the City of Orlando, a municipal corporation of the State of Florida (the "City of Orlando").

WITNESSETH:

WHEREAS, the State of Florida Department of Transportation ("FDOT") is undertaking the development and implementation of the Central Florida Commuter Rail Transit System (the "Commuter Rail System") running from DeLand in the County of Volusia through Seminole County and Orange County (including the City of Orlando) to Poinciana in Osceola County; and

WHEREAS, FDOT and CSX Transportation, Inc. ("CSXT") expect to enter into a Contract for Sale and Purchase which, subject to certain conditions precedent, provides for the acquisition (subject to a retained perpetual easement for Rail Freight Services) by FDOT from CSXT of the railroad corridor known as CSXT's A-Line between Milepost A749.7 near DeLand, Florida and Milepost A814.1 near Poinciana, Florida, a distance of approximately 61.54 miles, (the "Corridor") for the use of the Commuter Rail System; and

WHEREAS, FDOT and CSXT expect to enter into a Central Florida Operating and Management Agreement establishing operating windows for passenger rail and freight operations within the Corridor and providing for use and maintenance of the Corridor; and

WHEREAS, FDOT is in the process of making application to the Federal Transit Administration (FTA) and Congress for capital funds, commonly referred to as New Starts funding to provide a portion of the funds necessary for the planning, design, right-of-way acquisition and construction of the proposed commuter rail service on the Commuter Rail System; and

WHEREAS, Federal New Starts funding and other Federal funding will require a 50 percent match of Federal funds with state and local funds for capital costs, which will be shared among Orange County, Osceola County, Seminole County, the County of Volusia and the City of Orlando (collectively, the "Local Government Partners") and FDOT in the manner set forth in the Interlocal Funding Agreement; and

WHEREAS, the Local Government Partners have agreed that the FDOT will be the agency responsible for the design, permitting and construction of the Commuter Rail System, and will be responsible for its funding, operation, management, and maintenance for a period of seven years (the "FDOT Funding Period") following the Revenue Operation Date (as hereinafter defined); and

WHEREAS, the Local Government Partners desire to create the Central Florida Commuter Rail Commission (the "Commission") to assume responsibility for funding, operation, management, and maintenance of the Commuter Rail System upon expiration of the FDOT Funding Period; and

WHEREAS, FDOT has agreed to convey an easement in the Corridor and fee title to the Station Property to the Commission in accordance with and under the conditions described in Section 3.05 of the Interlocal Operating Agreement between FDOT and the Commission; and

WHEREAS, the Commuter Rail System is contained in the Year 2025 Metroplan Orlando's Orlando Urban Area Transportation Study "Financially Constrained Network," and the 2025 Volusia County Long Range Transportation Plan; and

WHEREAS, implementation of the Commuter Rail System will result in overall social and environmental benefits, improve the quality of life in the state, stimulate economic growth, create new employment opportunities, and serve as a positive growth management catalyst; and

WHEREAS, the Commuter Rail System will greatly benefit all of the citizens of and visitors to the Central Florida region, and is needed in order to relieve traffic congestion, and provide transportation opportunities; and

WHEREAS, the Commuter Rail System will become an integral part of a Central Florida balanced transportation system and, with concurrent development of improvements to roadways and bus transit, will greatly enhance the mobility of the traveling public;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein and other valuable consideration, receipt of which is hereby acknowledged, the parties mutually undertake, promise and agree for themselves, their successors and assigns as follows:

ARTICLE I

DEFINITIONS AND CONSTRUCTION

SECTION 1.01. DEFINITIONS. Except as otherwise expressly provided herein or unless the context otherwise requires, capitalized terms have the meanings assigned to such terms in the Master Glossary of Terms for the Florida Commuter Rail System Agreements attached hereto as Appendix A and by the reference incorporated herein.

SECTION 1.02. RULES OF CONSTRUCTION. For the purposes of the interpretation, construction, administration, and implementation of this Interlocal Governance Agreement, unless otherwise stated in this Interlocal Governance Agreement, the following rules of construction shall apply:

(A) Words importing the singular number shall include the plural, and vice versa, unless the context clearly indicates to the contrary.

(B) In case of any difference of meaning or implication between the text of this Interlocal Governance Agreement and any caption, illustration, summary table or illustrative table, the text shall control.

(C) The word "shall" is mandatory, not discretionary; the word "may" is permissive and discretionary.

(D) The word "person" includes an individual, a corporation, a partnership, an incorporated association, or any other similar entity.

(E) Unless the context clearly indicates to the contrary, where a provision involves two or more items, conditions, provisions or events connected by the conjunction "and," "or" or "either . . . or," the conjunction 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; and

(3) "either . . . or" indicates that the connected items, conditions, provisions or events shall apply singly but not in combination.

(F) The word "includes" 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.

(G) The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Interlocal Governance Agreement; the term "heretofore" shall mean prior to execution of this Interlocal Governance Agreement.

(H) This Interlocal Governance Agreement shall not be construed more strongly against any party regardless that such party, or its counsel, drafted this Interlocal Governance Agreement.

SECTION 1.03. SECTION HEADINGS. Any headings preceding the texts of the several Articles and Sections of this Interlocal Governance Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Interlocal Governance Agreement nor affect its meaning, construction or effect.

ARTICLE II

REPRESENTATIONS

SECTION 2.01. REPRESENTATIONS OF ORANGE COUNTY. Orange County makes the following representations as the basis for the undertakings on the part of the other Local Government Partners herein contained:

(A) Orange County has duly authorized the execution and delivery of this Interlocal Governance Agreement and assuming the due authorization, execution and delivery by the other parties hereto, this Interlocal Governance Agreement constitutes a valid and legally binding obligation of Orange County, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity or public policy.

(B) To Orange County's knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of Orange County, threatened against or affecting Orange County, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would materially adversely affect the validity of this Interlocal Governance Agreement.

SECTION 2.02. REPRESENTATIONS OF OSCEOLA COUNTY. Osceola County makes the following representations as the basis for the undertakings on the part of the other Local Government Partners herein contained:

(A) Osceola County has duly authorized the execution and delivery of this Interlocal Governance Agreement and assuming the due authorization, execution and delivery by the other

parties hereto, this Interlocal Governance Agreement constitutes a valid and legally binding obligation of Osceola County, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity or public policy.

(B) To Osceola County's knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of Osceola County, threatened against or affecting Osceola County, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would materially adversely affect the validity of this Interlocal Governance Agreement.

SECTION 2.03. REPRESENTATIONS OF SEMINOLE COUNTY. Seminole County makes the following representations as the basis for the undertakings on the part of the other Local Government Partners herein contained:

(A) Seminole County has duly authorized the execution and delivery of this Interlocal Governance Agreement and assuming the due authorization, execution and delivery by the other parties hereto, this Interlocal Governance Agreement constitutes a valid and legally binding obligation of Seminole County, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity or public policy.

(B) To Seminole County's knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the

best knowledge of Seminole County, threatened against or affecting Seminole County, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would materially adversely affect the validity of this Interlocal Governance Agreement.

SECTION 2.04. REPRESENTATIONS OF THE COUNTY OF VOLUSIA.

The County of Volusia makes the following representations as the basis for the undertakings on the part of the other Local Government Partners herein contained:

(A) The County of Volusia has duly authorized the execution and delivery of this Interlocal Governance Agreement and assuming the due authorization, execution and delivery by the other parties hereto, this Interlocal Governance Agreement constitutes a valid and legally binding obligation of the County of Volusia, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity or public policy.

(B) To the County of Volusia's knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of the County of Volusia, threatened against or affecting the County of Volusia, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would materially adversely affect the validity of this Interlocal Governance Agreement.

SECTION 2.05. REPRESENTATIONS OF THE CITY OF ORLANDO. The City of Orlando makes the following representations as the basis for the undertakings on the part of the other Local Government Partners herein contained:

(A) The City of Orlando has duly authorized the execution and delivery of this Interlocal Governance Agreement and assuming the due authorization, execution and delivery by the other parties hereto, this Interlocal Governance Agreement constitutes a valid and legally binding obligation of the City of Orlando, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity or public policy.

(B) To the City of Orlando's knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of the City of Orlando, threatened against or affecting the City of Orlando, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would materially adversely affect the validity of this Interlocal Governance Agreement.

ARTICLE III

CREATION AND GOVERNANCE

SECTION 3.01. COMMUTER RAIL COMMISSION.

(A) The Local Government Partners hereby create and establish the "Central Florida Commuter Rail Commission," a legal entity and public body and a unit of local government, with all of the privileges, benefits, powers and terms provided for herein and by Section 163.01, Florida Statutes, and other applicable law, for the purpose of acquiring, constructing, operating and maintaining the Commuter Rail System.

(B) The creation and organization of the Commission and the fulfillment of its purposes are in all respects for the benefit of the State and the citizens of Orange County (including the City of Orlando), Osceola County, Seminole County and the County of Volusia. The Commission is performing an essential governmental function. All property of the Commission is and shall in all respects be considered to be public property, and the title to such property shall be held by the Commission for the benefit of the public. The use of such property shall be considered a public purpose, until disposed of upon such terms as the Governing Board may deem appropriate.

SECTION 3.02. POWERS AND DUTIES OF THE COMMISSION. The Commission shall have the following powers in addition to and supplementing any other privileges, benefits and powers granted by Section 163.01, Florida Statutes:

(A) To acquire, construct, operate and maintain the Commuter Rail System in the manner provided herein.

(B) To sue and be sued in its own name.

(C) To acquire, by purchase, gift, devise or otherwise, and to dispose of, real or personal property, or any estate therein.

(D) To lease, as lessor or lessee, to or from any person, firm, corporation, association or body, public or private, facilities or property of any nature for the use of the Commission to carry out any of the purposes authorized by this Interlocal Governance Agreement.

(E) To make and execute contracts or other instruments necessary or convenient to the exercise of its powers.

(F) To contract with one or more other public entities, including FDOT and the Local Government Partners, for the purpose of carrying out any of its powers and for that purpose to contract with such other public entity or entities for the purpose of financing such acquisitions, construction, and operations. Such contracts may provide for contributions to be made by each party thereto, for the division and apportionment of the expenses of such acquisitions and operations, and for the division and apportionment of the benefits, services, and products therefrom. Such contracts may contain such other and further covenants and agreements as may be necessary and convenient to accomplish the purposes hereof.

(G) To contract for the service of engineers, accountants, attorneys, rate consultants and other experts or consultants, and such other agents and employees as the Governing Board of the Commission may require or deem appropriate.

(H) To accomplish construction directly or by advertising for construction bids and letting contracts for all or any part of the construction of improvements to the Commuter Rail System to the lowest responsible and responsive bidder or rejecting any and all bids at its discretion; provided however, that the competitive bid requirement may be waived if (a) the Governing Board determines that emergency circumstances are present or (b) after consideration

of all available alternative materials and systems, the Governing Board determines that the specification of a sole material or system is justifiable based upon its design, cost, interchangeability or any other relevant factor.

(I) To exercise the power of eminent domain in the manner provided by law for the condemnation of private property for public use, to acquire title to such interest in real property as is necessary to the exercise of the powers herein granted.

(J) Subject to such provisions and restrictions as may be set forth herein and the rights of any third party, to sell or otherwise dispose of any Commuter Rail System assets, upon such terms as the Governing Board deems appropriate, if approved pursuant to Section 3.05(D) hereof.

(K) To apply for and accept grants, loans, and subsidies from any governmental entity for the acquisition, construction, operation or maintenance of the Commuter Rail System, and to comply with all requirements and conditions imposed in connection therewith.

(L) To the extent allowed by law, including Section 163.01, Florida Statutes, and to the extent required to effectuate the purposes hereof, to exercise all privileges, immunities and exemptions accorded FDOT, municipalities and counties of the State under the provisions of the constitution and laws of the State.

(M) To do all acts and things necessary or convenient for the conduct of its business in order to carry out the powers and duties provided in this Interlocal Governance Agreement.

SECTION 3.03. GOVERNING BOARD. All powers, privileges and duties vested in or imposed upon the Commission shall be exercised by a Governing Board comprised of the following five Members:

(A) the Orange County Mayor, or an Orange County Commissioner designated by the Orange County Mayor;

(B) an Osceola County Commissioner elected by the Osceola County Board of County Commissioners;

(C) a Seminole County Commissioner elected by the Seminole County Board of County Commissioners;

(D) a member of the Volusia County Council elected by the Volusia County Council;
and

(E) the Mayor of the City of Orlando, or an Orlando City Councilmember designated by the Mayor of the City of Orlando.

SECTION 3.04. GOVERNING BOARD CHAIR. At the beginning of its initial meeting, and the first quarterly meeting of each calendar year thereafter starting in 2009, the Governing Board shall elect a Chair, a Vice-Chair and a Secretary from amongst its Members. The Chair, Vice-Chair and Secretary shall rotate each year, beginning in 2009, to a different Local Government Partner's representative. Members shall not be prohibited from serving in these positions for more than one term, provided such terms are not successive.

SECTION 3.05. MEETINGS, QUORUM AND VOTING.

(A) The Governing Board shall meet regularly, but not less than quarterly, at its principal place of business, and establish rules of procedure for its meetings. All meetings shall be held in accordance with Section 286.011, Florida Statutes, and shall be duly noticed. Meeting minutes shall be kept, and provisions shall be made for receiving public comment at those meetings. If neither the Chair nor Vice-Chair attends a meeting at which a quorum is present, the Members present may elect one of their number to serve as Chair Pro-Tem for that meeting.

The Governing Board shall use "Roberts Rules of Order" for the conduct of the meetings, unless the Governing Board adopts other rules and procedures by which it will conduct meetings. Members of the Governing Board shall not be compensated for their service. The Chief Executive Officer of the Commission, or the Chief Executive Officer's designee, shall attend each meeting of the Governing Board.

(B) Three Members shall constitute a quorum.

(C) In the absence of a quorum, a majority of the Members present at any meeting may act to continue the meeting to any time and date specified in such action.

(D) Each Governing Board Member shall be entitled to one vote. Other than the matters identified in the following subsection (E), action of the Governing Board shall require an affirmative vote of not less than three Members.

(E) The following Governing Board actions shall require an affirmative vote of not less than four Members:

- (1) fare changes;
- (2) Expanded Service;
- (3) Extended Service;
- (4) any sale of Commuter Rail System assets;
- (5) charges for parking on Station Property;
- (6) fees for use of the Corridor by third parties.

SECTION 3.06. POWERS AND DUTIES OF THE GOVERNING BOARD.

(A) The Governing Board shall act as the governing body of the Commission and shall have the following powers and duties:

(1) To fix the time and place or places at which its regular meeting shall be held, and to call and hold special meetings.

(2) To make and pass rules, regulations, resolutions and orders not inconsistent with the Constitution of the United States or of the State, or with the provisions of Section 163.01, Florida Statutes, or this Interlocal Governance Agreement, necessary for the governance and management of the affairs of the Commission, for the execution of the powers vested in the Commission, and for carrying into effect the provisions of this Interlocal Governance Agreement.

(3) To fix the location of the principal place of business of the Commission and the location of all offices and departments.

(4) To prescribe a system of business administration and to establish the powers, duties and compensation of all employees; and to require and fix the amount of all official bonds necessary for the protection of the funds and property of the Commission.

(5) To appoint a Chief Executive Officer and Chief Operating Officer to administer the affairs and manage the staff of the Commission with Governing Board approval, and perform other administrative duties as directed by the Governing Board.

(6) To appoint a General Counsel, if deemed necessary, to act as the chief legal officer of the Commission, manage the Commission's legal representation and employ necessary legal staff with Governing Board approval, provide legal advice and support to the Governing Board, Chief Executive Officer, Chief Operating Officer and Commission staff, and perform such other duties as directed by the Governing Board.

(B) Notwithstanding any other provision of this Interlocal Governance Agreement to the contrary:

(1) the Commission shall be obligated to comply with the terms of the Interlocal Operating Agreement and enforce the terms of the Interlocal Operating Agreement against FDOT;

(2) the Commission shall not be authorized to approve or execute any amendment to the Interlocal Operating Agreement unless written consent to such amendment has been received from all Local Government Partners; and

(3) the Commission shall not reduce Base Service to selected Stations and any such reduction shall be system-wide.

(C) The exercise of any and all executive, administrative and ministerial powers may be delegated by the Governing Board to FDOT, the Chief Executive Officer, the Chief Operating Officer and the General Counsel.

SECTION 3.07. TECHNICAL ADVISORY COMMITTEE.

(A) The Governing Board shall establish a Technical Advisory Committee to provide technical assistance to the Governing Board and the FDOT. The Technical Advisory Board shall consist of a single staff representative of FDOT, each Local Government Partner, each municipality that has a Station within its corporate limits and is not a Local Government Partner (as of the date hereof, these municipalities are DeLand, DeBary, Sanford, Lake Mary, Longwood, Altamonte Springs, Maitland, Winter Park and Kissimmee), VOTRAN, LYNX, Metroplan Orlando, and the Volusia County Metropolitan Planning Organization. The staff representatives shall be designated by the chief executive officer of each such entity, and shall serve without compensation from FDOT or the Commission.

(B) At the beginning of each calendar year, the Technical Advisory Committee shall elect a Chair from amongst its members. With the exception of the FDOT employees and contractors, who shall not be permitted to be Chair or Vice-Chair, the Chair shall rotate each year to a different Local Government Partner's representative. A Vice-Chair and Secretary shall also be elected annually from among the representatives of different Local Government Partners. There is no prohibition from serving in these positions for more than one term, provided such terms are not successive.

(C) The Technical Advisory Committee shall meet regularly, but not less than quarterly, or upon request of the Governing Board in the jurisdiction of one of the Local Government Partners. All meetings shall be held in accordance with Section 286.011, Florida Statutes, and shall be duly noticed. Meeting minutes shall be kept, and provisions shall be made for receiving public comment at those meetings. A majority of the members shall constitute a quorum. In the absence of a quorum, a majority of the members present at any meeting may act to continue the meeting to any time and date specified in such action. If neither the Chair nor Vice-Chair attends a meeting at which a quorum is present, the members present may elect one of their number to serve as Chair Pro-Tem for that meeting. The Technical Advisory Committee shall use "Roberts Rules of Order" for the conduct of the meetings, unless the Technical Advisory Committee adopts other rules and procedures by which it will conduct meetings. Members of the Technical Advisory Committee shall not be compensated for their service. The Chief Executive Officer of the Commission, or the Chief Executive Officer's designee, shall attend each meeting of the Technical Advisory Committee.

(D) Major policy issues shall first be submitted to the Technical Advisory Committee for a recommendation. The Governing Board Chair shall determine whether an issue is a "major

policy issue" that needs to first be submitted to the Technical Advisory Committee; provided however, that the determination shall be made by the FDOT Secretary in consultation with the Governing Board Chair during the FDOT Funding Period. The Technical Advisory Committee shall also meet to review short-term and long-term operating plans, and the annual budget prior to the budget being submitted to the Governing Board. The Technical Advisory Committee shall act in an advisory capacity only. During the FDOT Funding Period, the Technical Advisory Committee shall have no advisory or recommendation authority over Commuter Rail System procurement issues.

SECTION 3.08. CUSTOMER ADVISORY COMMITTEE.

(A) The Governing Board shall establish a Customer Advisory Committee to provide advice and recommendations to the Governing Board and FDOT. The Customer Advisory Committee shall be comprised of people who use the Commuter Rail System on a regular basis, meaning at least three days a week during a typical week. The Customer Advisory Committee shall be established within one year of the start of revenue operations for Phase I. At that time, the Customer Advisory Committee shall consist of eight members: two customers who reside in Volusia County; two customers who reside in Seminole County; two customers who reside in Orange County and two customers who reside in the City of Orlando. Within one year of the start of revenue operations for Phase II, the Customer Advisory Committee membership shall be expanded to ten members by adding two customers who reside in Osceola County. Appointments shall be made by the respective Local Government Partners and be ratified by the Governing Board. Local Government Partners shall be encouraged to make appointments such that the Customer Advisory Committee is comprised of a diverse group of customers; the ultimate responsibility for ensuring diversity on the Customer Advisory Committee rests with the

Governing Board. Appointments will be made for a one-year term, although Local Government Partners reserve the right to revoke the appointment if there is a change in residency, if the person does not continue to use the system on a regular basis or if responsibilities are not fulfilled. People may serve on the Customer Advisory Committee for up to three consecutive years, subject to re-appointment by the respective Local Government Partner and ratification by the Governing Board. If someone who is appointed to the Customer Advisory Committee does not continue as a customer on a regular basis, he or she will be expected to notify the respective Local Government Partner and submit a letter of resignation. If a Customer Advisory Committee member misses two consecutive meetings of the Customer Advisory Committee, the appointing Local Government Partner will be notified and asked to consider replacing the member. Members shall serve without compensation.

(B) When the Customer Advisory Committee is first established, it shall elect a Chair from amongst its members to serve a one-year term. The Chair shall rotate each year to a representative from a different Local Government Partner. A Vice-Chair shall also be elected annually and shall represent a Local Government Partner different from the Chair. The Commuter Rail System shall provide the Customer Advisory Committee with appropriate staff support to handle notification of meetings, agenda development, preparing meeting minutes, research, reporting and other necessary services.

(C) The Customer Advisory Committee shall meet quarterly or upon request of the Governing Board. All meetings shall be held in accordance with Section 286.011, Florida Statutes and shall be duly noticed. Meeting minutes shall be kept and provisions shall be made for receiving public comments at meetings. A majority of the members shall constitute a quorum. In the absence of a quorum, a majority of the members present at any meeting may act

to continue the meeting to any time and date specified in such action. If neither the Chair nor Vice Chair attends a meeting at which a quorum is present, the members present may elect a member to serve as Chair Pro-Tem for that meeting. The Customer Advisory Committee shall use "Roberts Rules of Order" to conduct their meetings, unless the Customer Advisory Committee adopts other rules and procedures by which it will conduct meetings. The Chief Executive Officer of the Commission, or the Chief Executive Officer's designee, shall attend each meeting of the Customer Advisory Committee.

(D) Matters relating to customer service (including, but not limited to, the annual budget, levels of service, schedules, quality of service, Station access/egress features and services, fare policy, customer information, methods of handling customer commendations and complaints, and marketing) will generally be discussed and/or reviewed by the Customer Advisory Committee and a recommendation developed for the Governing Board before action is taken. The Governing Board Chair reserves the right to determine whether a matter needs to be submitted first to the Customer Advisory Committee; provided however, the determination shall be made by the FDOT Secretary in consultation with the Governing Board Chair during the FDOT Funding Period. The Customer Advisory Committee shall have no advisory or recommendation authority over Commuter Rail System procurement issues. The Customer Advisory Committee shall act in an advisory capacity only. Minutes from Customer Advisory Committee meetings will be provided to the Governing Board on a regular basis.

SECTION 3.09. PRIVILEGES AND IMMUNITIES FROM LIABILITY.

(A) The Local Government Partners and the Commission expressly retain all rights, benefits, immunities of sovereign immunity and limitations of liability in accordance with Florida Statutes, including but not limited to, Section 163.01(9)(c) and Section 768.28. The

Local Government Partners and the Commission expressly retain all rights, benefits, immunities, and limitations of liability in accordance with Chapter 49 U.S.C.A Section 28103. Unless expressly stated in this Interlocal Governance Agreement to the contrary and only to the extent and manner set forth, nothing in this Interlocal Governance Agreement shall be deemed as a waiver of either sovereign immunity or the limits of liability of the Local Government Partners and the Commission beyond any statutory limited waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and nothing in this Interlocal Governance Agreement shall be deemed a waiver of any immunity or limits of liability which may be available under federal law. Nothing in this Interlocal Governance Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the Local Government Partners or the Commission which would otherwise be barred under the doctrine of sovereign immunity or by operation of state or federal law.

(B) The Local Government Partners further expressly intend that all of the privileges and immunities from liability; exemptions from laws, ordinances, and rules; and pension and relief, disability, and worker's compensation, and other benefits which apply to the activity of officers, agents, employees, or employees of agents of the Local Government Partners shall apply to the same degree and extent to the officers, agents, or employees of the Commission.

(C) Unless otherwise further limited by state or federal law, the cap on the amount and liability of the Local Government Partners for funding the budget of the Commission for any payment for damages for third party claims or indemnification claims under the Central Florida Operating and Management Agreement in any Fiscal Year of the Local Government Partners regardless of the number or nature of claims or whether such claim sounds in tort, equity or

contract shall not exceed (1) the amounts payable by each Local Government Partner to fund the initial self-insurance fund pursuant to Section 3.10 hereof and (2) each Local Government Partner's Share of Local Operating Support payable pursuant to Section 4.01 hereof, which may be applied by the Commission to replenish the self-insurance fund.

SECTION 3.10. SELF-INSURANCE RETENTION FUND.

(A) The transition and implementation plan developed by the Governing Board pursuant to Section 6.03(B) of the Interlocal Operating Agreement shall include a risk management and self-insurance program for the Commuter Rail System which shall be consistent with the provisions of this Section 3.10 and the Interlocal Operating Agreement.

(B) Following expiration of the FDOT Funding Period, the Commission will become responsible for operation of the Commuter Rail System pursuant to Section 4.01 of the Interlocal Operating Agreement. In connection therewith, FDOT will convey the Commuter Rail Easement, Station Property and other assets of the Commuter Rail System to the Commission and the Commission will assume responsibility for compliance with the Central Florida Operating and Maintenance Agreement pursuant to Section 3.05 of the Interlocal Operating Agreement.

(C) Section 21 of the Central Florida Operating and Maintenance Agreement will require the Commission to maintain liability insurance covering CSXT as a named insured with a limit of not less than \$200,000,000 combined single limit for personal injury and property damage per occurrence, with deductibles or self-insured amounts not in excess of \$5,000,000. FDOT has determined that currently a \$5,000,000 deductible or self-insured retention will result in the most cost effective insurance program and, upon enactment of legislation accomplishing the intent and purposes of the draft set forth in Appendix G to the Interlocal Operating

Agreement, FDOT will establish a self-insurance fund meeting the requirements of Section 21 of the Central Florida Operating and Maintenance Agreement and Florida law.

(D) Not later than thirty days prior to expiration of the FDOT Funding Period, each Local Government Partner shall pay to the Commission for deposit into a self-insurance fund, the percentage of \$5,000,000 (or any lower deductible or self-insured retention amount consistent with the liability insurance to be obtained by the Commission following the FDOT Funding Period) equal to the percentage Share of Local Operating Support for which each Local Government Partner would have been responsible during the immediate prior Fiscal Year if such Fiscal Year had occurred following expiration of the FDOT Funding Period.

(E) If FTA has not approved FDOT's entry into the final design process for Phase II or funding for Phase II has not been included in the President's budget prior to the date on which such contributions are due, Osceola County shall not be required to make a payment pursuant to subsection (D). The amount otherwise payable by Osceola County pursuant to subsection (D) shall be allocated among the other Local Government Partners in the same proportion as the payments required of the Local Government Partners by subsection (D) and the other Local Government Partner's payments shall be increased accordingly.

(F) Upon satisfaction of the two conditions described in subsection (E), Osceola County shall pay to the Commission the amount that would otherwise have been required by subsection (D). Amounts equal to the increased payments required by subsection (E) shall be refunded to the other Local Government Partners from the self-insurance fund.

(G) Replenishment of the self-insurance fund by the Commission shall be included in the Total Operating Cost for the Commuter Rail System in accordance with the risk management

and self-insurance program for the Commuter Rail System which shall be consistent with the provisions of this Section 3.10 and the Interlocal Operating Agreement.

ARTICLE IV

COMMUTER RAIL SYSTEM FUNDING

SECTION 4.01. LOCAL OPERATING SUPPORT. Following expiration of the FDOT Funding Period, each Local Government Partner shall be responsible for paying its Share of Local Operating Support for each Fiscal Year, which shall be computed as follows:

(A) The "Boarding Share" for each Local Government Partner shall be computed as follows:

(1) The total number of passengers embarking and disembarking from Stations located within the jurisdiction of a Local Government Partner during the most recent Funding Determination Year shall be divided by the total number passengers embarking and disembarking from all Commuter Rail System Stations for the same period.

(2) The total number of passengers embarking and disembarking during Peak Hours from Stations located within the jurisdiction of a Local Government Partner during the most recent Funding Determination Year shall be divided by the total number passengers embarking and disembarking during Peak Hours from all Commuter Rail System Stations during the same period.

(3) The Boarding Share for each Local Government Partner shall be equal to the arithmetic average of the shares computed in clauses (1) and (2). For purposes of computing Boarding Shares, Stations located within the jurisdiction of the City of Orlando shall be excluded from Stations located within the jurisdiction of Orange County.

(B) The "Share of Local Operating Support Without Farebox" for each Local Government Partner shall be computed by multiplying the Local Government Partner's Boarding Share by the System Net Revenue Without Farebox.

(C) The "Local Farebox Revenue" for each Local Government Partner shall be computed by multiplying its Boarding Share by the total number passengers embarking and disembarking from all Commuter Rail System Stations during the most recent Funding Determination Year, and multiplying the result by the Average Fare for the same period.

(D) The "Share of Local Operating Support" for each Local Government Partner shall be computed by deducting its Farebox Revenue from its Share of Local Operating Support Without Farebox.

(E) The Commission shall prepare and submit a quarterly invoice to each individual Local Government Partner, in advance, for its respective Share of Local Operating Support. Invoices shall be submitted not later than sixty days prior to the beginning of each calendar quarter and payment shall be made within forty-five days after receipt of the invoice.

(F) Subject to the provisions contained in the following subsection (G), the Local Government Partners' collective annual obligation to fund the System Operating Deficit shall be limited to the following amounts:

<u>Year</u>	<u>System Operating Deficit</u>
2017	\$7,786,000.00
2018	\$6,895,000.00
2019	\$6,804,000.00
2020	\$7,225,000.00
2021	\$7,128,000.00
2022	\$7,574,000.00
2023	\$7,471,000.00

<u>Year</u>	<u>System Operating Deficit</u>
2024	\$7,944,000.00
2025	\$7,835,000.00
2026	\$7,336,000.00
2027	\$8,219,000.00
2028	\$8,750,000.00
2029	\$8,627,000.00
2030	\$9,189,000.00
2031	\$9,058,000.00
2032	\$9,653,000.00
2033	\$9,514,000.00
2034	\$9,996,000.00
2035	\$10,145,000.00
2036	<u>\$10,665,000.00</u>
Total	\$168,811,000.00

The foregoing amounts are based on the State Fiscal Year, which is from July 1 to June 30. For a unit of government with a different fiscal year, these amounts shall be pro-rated to establish an equivalent amount for the time period of its Fiscal Year.

(G) Annual funding in excess of the amounts specified in subsection (F) shall only be required:

- (1) with unanimous written consent of the Local Government Partners, or
- (2) if one or more Local Government Partners agree in writing to fund the difference between the amount specified in the foregoing subsection (F) and the System Operating Deficit.

(H) If the Base Service cannot be adjusted pursuant to Section 4.06 of the Interlocal Operating Agreement to reduce the System Operating Deficit below the amounts specified in subsection (F) and the Local Government Partners do not agree to provide additional funding

pursuant to subsection (G), the Commission shall terminate the Commuter Rail System pursuant to Section 6.02(B)(6) of the Interlocal Operating Agreement.

SECTION 4.02. CAPITAL PLAN FUNDING.

(A) The cost of implementing the Five-Year Capital Plan during the FDOT Funding Period shall be paid by FDOT.

(B) Following expiration of the FDOT Funding Period, each Local Government Partner shall be responsible for paying its Share of Local Capital Cost for each Fiscal Year, which shall be computed by multiplying the Capital Cost of the Five-Year Capital Plan for such Fiscal Year by the Local Government Partner's percentage of track miles, as shown in the following tables.

Before Phase II Opens for Service

<u>Local Government Partner</u>	<u>Track Miles</u>	<u>Percentage of Track Miles</u>
Orange County	9.10 miles	27.9656 percent
Seminole County	16.44 miles	50.5224 percent
County of Volusia	1.50 miles	4.6097 percent
City of Orlando	5.50 miles	16.9023 percent

After Phase II Opens for Service

<u>Local Government Partner</u>	<u>Track Miles</u>	<u>Percentage of Track Miles</u>
Orange County	16.30 miles	26.9243 percent
Osceola County	9.60 miles	15.8573 percent
Seminole County	16.44 miles	27.1556 percent
County of Volusia	12.70 miles	20.9779 percent
City of Orlando	5.50 miles	9.0849 percent

(C) The Commission shall prepare and submit a quarterly invoice to each individual Local Government Partner, in advance, for its respective Share of Local Capital Costs. Invoices shall be submitted not later than sixty days prior to the beginning of each calendar quarter and payment shall be made within forty-five days after receipt of the invoice.

SECTION 4.03. COVENANT TO BUDGET AND APPROPRIATE.

(A) Each Local Government Partner hereby covenants and agrees to appropriate in its annual budget for each Fiscal Year, by amendment, if necessary, from Non-Ad Valorem Funds lawfully available in each Fiscal Year, amounts required to pay its Share of Local Operating Support for such Fiscal Year and the self-insurance fund contribution required by Section 3.10 hereof. Each Local Government Partner's covenant and agreement to budget and appropriate such amounts of Non-Ad Valorem Funds shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Funds or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid. Notwithstanding the foregoing, the Local Government Partners do not covenant to maintain any services or programs, now provided or maintained by such Local Government Partners which generate Non-Ad Valorem Funds.

(B) The foregoing covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Funds, nor does it preclude a Local Government Partner from pledging its Non-Ad Valorem Funds in the future, nor does it require a Local Government Partner to levy and collect any particular Non-Ad Valorem Funds, nor does it give the parties to this Interlocal Governance Agreement a prior claim on the Non-Ad Valorem Funds as opposed to claims of general creditors of the Local Government Partner. The covenant to appropriate Non-Ad Valorem Funds is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Funds heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). However, the covenant to budget and appropriate in its general annual budget for the purposes and in the manner stated herein shall have the effect of making Non-Ad Valorem Funds available for the payment of amounts

described in this Section, in the manner described in this Interlocal Governance Agreement and placing on each Local Government Partner a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations hereunder; subject, however, in all respects to the provisions of general law which provide that the governing body of each county or municipality shall not make appropriations in a Fiscal Year which exceed the amount to be received from taxation or other revenue sources during such Fiscal Year; and subject, further, to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Local Government Partner or which are legally mandated by applicable law.

(C) No provision of this Interlocal Governance Agreement shall be considered a debt obligation of any Local Government Partner within the meaning of any constitutional or statutory provision or limitation. Amounts payable hereunder are limited obligations of each Local Government Partner and neither the property, the full faith and credit nor the taxing power of the Local Government Partners, the State of Florida or any political subdivision is pledged as security for the obligations due hereunder.

ARTICLE V

GENERAL PROVISIONS

SECTION 5.01. TERM. This Interlocal Governance Agreement shall become effective when a fully-executed copy is filed with the clerk of the circuit court for each of the Local Government Partners and, unless terminated earlier pursuant the terms hereof, shall extend for a term of ninety-nine years.

SECTION 5.02. TERMINATION. Upon termination of the Interlocal Operating Agreement, this Interlocal Governance Agreement may be terminated by any Local Government Partner upon provision of thirty day's written notice to the other Local Government Partners.

SECTION 5.03. RESOLUTION OF DISPUTES. It is the desire and intent of the parties to avoid, if possible, the expense and delay inherent in litigation; therefore, the Local Government Partners agree that whenever any individual party cannot resolve an issue with any other party, the affected parties shall engage in the alternative dispute resolution process described below prior to resorting to litigation.

(A) Any party may give another party written notice of any dispute not resolved in the normal course of business. Within ten business days after delivery of the notice, the receiving party shall submit to the disputing party a written response. The notice and the response shall include (1) a statement of the position of the party delivering the notice of dispute or the response, as the case may be, and a summary of arguments supporting its position; and (2) the name and title of the executive who will represent that party in the negotiation to resolve the dispute and of any other person who will accompany the executive.

(B) Within ten business days after delivery of the disputing party's notice, the executives of both parties shall meet at a mutually acceptable time and place, and thereafter as

often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other shall be honored. In an effort to facilitate the negotiation process, such executives may agree to have an unrelated third party moderate and facilitate the negotiations. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least three business days notice of such intention and may also be accompanied by an attorney.

(C) If the dispute has not been resolved within thirty calendar days after delivery of the disputing party's notice, or if the parties fail to meet within twenty calendar days, either party may give written notice to the other party declaring the negotiation process terminated.

(D) The parties regard the obligations to notify the other party of a dispute and to negotiate such dispute pursuant to this Section as an essential provision of this Interlocal Governance Agreement and one that is legally binding on each of them. In case of a violation of such obligation by either party, the other may bring an action to seek enforcement of such obligation in any court of law having jurisdiction thereof.

(E) Each party shall each bear its own costs and expenses incurred in connection with any negotiations and dispute resolution.

(F) Upon failure to resolve any dispute in accordance in this Section 5.03, the parties may engage in mediation, arbitration, or other dispute resolution processes at their discretion, or pursue other legal remedies.

SECTION 5.04. NOTICES. Whenever this Interlocal Governance Agreement requires or permits any consent, approval, notice, request, proposal, or demand from one party to another, the content, approval, notice, request, proposal, or demand must be in writing to be effective and shall be delivered to and received by the party intended to receive it (A) by hand

delivery to the person(s) hereinafter designated, or (B) by overnight hand delivery addressed as follows, or (C) through the United States Mail, postage prepaid, certified mail, return-receipt requested, or (D) delivered and received by facsimile telephone transmission or other electronic transmission (provided that an original of the electronically transmitted document is delivered within five (5) days after the document was electronically transmitted) upon the date so delivered to and received by the person to whom it is at the address set forth opposite the party's name below:

Orange County: Orange County Administrator
Post Office Box 1393
Orlando, Florida 32802-1393
Phone: (407) 836-7370
Fax: (407) 836-7399

with a copy to

Orange County Attorney
Post Office Box 1393
Orlando, Florida 32802-1393
Phone: (407) 836-7320
Fax: (407) 836-5888

Osceola County: Osceola County Manager
1 Courthouse Square
Suite 4700
Kissimmee, Florida 34741
Phone: (407) 343-2385
Fax: (407) 343-2391

with a copy to

Osceola County Attorney
1 Courthouse Square
Suite 4200
Kissimmee, Florida 34741
Phone: (407) 343-2330
Fax: (407) 343-2353

Seminole County: Deputy County Manager
Seminole County Services Building
1101 East First Street
Sanford, Florida 32773
Phone: (407) 665-7212
Fax: (407) 665-7958

with a copy to

County Attorney
Seminole County Services Building
1101 East First Street
Sanford, FL 32771
Phone: (407) 665-7254
Fax: (407) 665-7259

County of Volusia: County of Volusia
County Manager
123 W. Indiana Avenue
DeLand, Florida 32720
Phone: (386)736-5920
Fax: (386)822-5717

with a copy to

County of Volusia
County Attorney
123 W. Indiana Avenue
DeLand, Florida 32720
Phone: (386)736-5950
Fax: (386)736-5990

City of Orlando: Director of Transportation
400 South Orange Avenue
Orlando, Florida 32801
Phone: (407) 246-3978
Fax: (407) 246-3392

with a copy to

Chief Administrative Officer
400 South Orange Avenue
Orlando, Florida 32801
Phone: (407) 246-3091
Fax: (407)246-3342

Any of the above parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or facsimile transmission or three days after the date mailed.

SECTION 5.05. COUNTERPARTS. This Interlocal Governance Agreement may be executed in multiple counterparts. Each such counterpart shall be deemed an original of this Interlocal Governance Agreement, so that in making proof of this Interlocal Governance Agreement, it shall only be necessary to produce or account for one such counterpart.

SECTION 5.06. COMPLETE AGREEMENT. This Interlocal Governance Agreement embodies all of the agreements of the parties relating to its subject matter, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified, or supplemented only by an instrument or instruments in writing executed by all of the parties.

SECTION 5.07. SEVERABILITY. In the event any one or more of the provisions contained in this Interlocal Governance Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Interlocal Governance Agreement shall be revised so as to cure such invalid, illegal or unenforceable provision to carry out as nearly as possible the original intent of the parties.

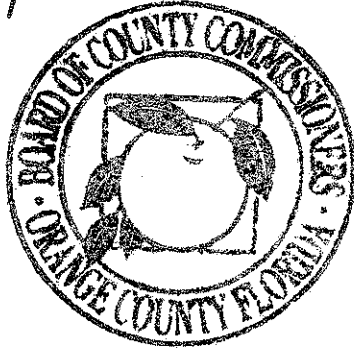
SECTION 5.08. CONTRACTUAL RELATIONSHIP. It is specifically understood and agreed that the relationship described in this Interlocal Governance Agreement between and among the Local Government Partners is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship among the parties. Nor,

shall the individual Local Government Partners be liable for any debts or liabilities incurred by the Commission or the other Local Government Partners.

SECTION 5.09. GOVERNING LAW AND VENUE. This Interlocal Governance Agreement and all agreements entered into in connection with the transactions contemplated by this Interlocal Governance Agreement are, and will be, executed and delivered, and are intended to be performed in Orange County, Osceola County, Seminole County and the County of Volusia. The laws of Florida shall govern the validity, construction, enforcement, and interpretation of this Interlocal Governance Agreement. In the event of litigation among the parties hereto, their successors or assigns, with regard to this Interlocal Governance Agreement and any subsequent supplementary agreements or amendments, venue shall lie exclusively in the county where the administrative offices of the Commuter Rail System are located.

SECTION 5.10. FURTHER ASSURANCES. Each party agrees to perform any further acts and to sign and deliver any further documents that may be reasonably necessary to carry out the provisions of this Interlocal Governance Agreement.

IN WITNESS WHEREOF, the Board of County Commissioners of Orange County,
Florida, has caused this Interlocal Governance Agreement to be executed and delivered this 19th
day of July, 2007.



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: Richard T. Crotty

Richard T. Crotty

Orange County Mayor

Attest: Martha O. Haynie, Orange County Comptroller
as Clerk of the Board of County Commissioners

By: Rosilyn M. Stapleton

Deputy Clerk

Print Name: Rosilyn M. Stapleton

IN WITNESS WHEREOF, the Board of County Commissioners of Osceola County,
Florida, has caused this Interlocal Governance Agreement to be executed and delivered this 30
day of July, 2007.

OSCEOLA COUNTY, FLORIDA

By: _____

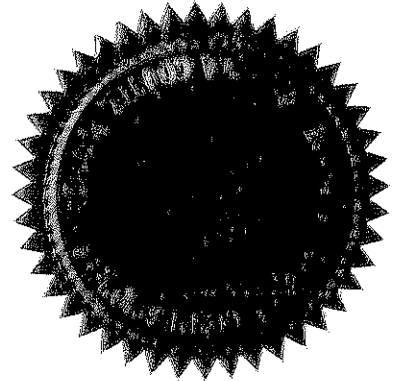
Chairman

Board of County Commissioners

(SEAL)

ATTEST:


Clerk to the Board of
County Commissioners

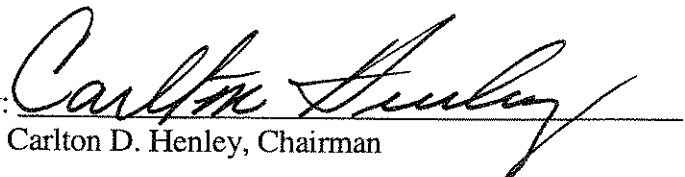


IN WITNESS WHEREOF, the Board of County Commissioners of Seminole County, Florida, has caused this Interlocal Governance Agreement to be executed and delivered this 13 day of Aug., 2007.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**


MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

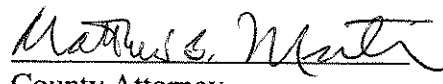
By: 
Carlton D. Henley, Chairman

Date: Aug. 13, 2007

For the use and reliance
of Seminole County only.

As authorized for execution by the Board of County
Commissioners at its 7-24, 2007 regular meeting

Approved as to form and
legal sufficiency.


County Attorney

IN WITNESS WHEREOF, the County Council of the County of Volusia, Florida, has caused this Interlocal Governance Agreement to be executed and delivered this 16 day of August, 2007.

ATTEST:

By: 

Name: James T. Dinneen

Title: County Manager/Clerk

Dated: 8/16/07

COUNTY OF VOLUSIA

By: 

Name: Frank T. Bruno, Jr.

Title: ~~Council Chair~~ COUNTY CHAIR

Dated: 8/16/07

IN WITNESS WHEREOF, the City Council of the City of Orlando, Florida, has caused this Interlocal Governance Agreement to be executed and delivered this 3 day of August, 2007.

CITY OF ORLANDO

By: [Signature]
Mayor / Mayor Pro Tem

ATTEST:

[Signature]
Alana C. Brenner, City Clerk

APPROVED AS TO FORM AND LEGALITY for the use and reliance of the City of Orlando, Florida, only.

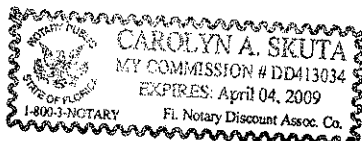
8/5, 2007

[Signature]
Assistant City Attorney
Orlando, Florida

STATE OF FLORIDA
COUNTY OF ORANGE

Samuel Ing PERSONALLY APPEARED before me, the undersigned authority, and Alana C. Brenner, well known to me and known by me to be Mayor Pro Tem and City Clerk, respectively, of the City of Orlando, Florida, and acknowledged before me that they executed the foregoing instrument on behalf of the City of Orlando as its true act and deed, and that they were duly authorized to do so.

WITNESS MY hand and official seal this 3 day of August, 2007.



[Signature]
Notary Public - State of Florida at Large
Print Name: _____
My commission expires: _____

APPENDIX A

MASTER GLOSSARY OF TERMS FOR
CENTRAL FLORIDA COMMUTER RAIL SYSTEM AGREEMENTS

DEFINITIONS

As used in the Interlocal Governance Agreement, the Interlocal Operating Agreement and the Interlocal Funding Agreement, the following terms shall have the following meanings unless the context hereof otherwise requires.

"Average Fare" means the average fare paid for passage on the Commuter Rail System, as calculated pursuant to Section 5.02(F) of the Interlocal Operating Agreement.

"Base Service" means commuter rail service provided in accordance with the standards set forth in Section 4.05 of the Interlocal Operating Agreement, as adjusted pursuant to Sections 4.06 and 4.07 of the Interlocal Operating Agreement.

"Boarding Share" means the share of passenger boardings computed for each Local Government Partner pursuant to Section 4.01(A) of the Interlocal Governance Agreement.

"Capital Cost" means costs properly attributable to the acquisition of the Station Property and the construction, installation and equipping of Phase I and Phase II under generally accepted accounting principles applicable to the Commuter Rail System.

"Central Florida Operating and Management Agreement" means that certain Central Florida Operating and Management Agreement between CSXT and FDOT, in substantially the form attached to the Interlocal Operating Agreement as Appendix F, delineating the rights and responsibilities of FDOT and CSXT for the control, dispatch, operation, maintenance, and management of the Corridor and for freight and passenger rail service on the Corridor.

"Chief Executive Officer" means the chief executive officer of the Commuter Rail System appointed pursuant to Section 4.13(A) of the Interlocal Operating Agreement.

"Chief Operating Officer" means the chief operating officer of the Commuter Rail System appointed pursuant to Section 4.13(B) of the Interlocal Operating Agreement.

"City of Orlando" means the City of Orlando, a municipal corporation organized under the laws of the State of Florida.

"Commuter Rail System" means the Central Florida Commuter Rail Transit System, a Fixed Guideway Transit System that shall operate within the Corridor, as described in the Interlocal Operating Agreement.

"Commission" means the Central Florida Commuter Rail Commission created by the Interlocal Governance Agreement.

"Commissioning" means the control, operation, management and maintenance of Commuter Rail System from completion of construction through all Federal and State governmental approvals up to the point in time that Commuter Rail System is ready to transport paying passengers and be placed into a revenue generating mode by the FDOT according to FTA and FRA guidelines.

"Commuter Rail Easement" means the easement for use of the Corridor (including the Station Platforms), maintenance facility, layover facility, and other real property used or held for use by the Commuter Rail System, attached to the Interlocal Operating Agreement as Appendix D, which will be executed and delivered by FDOT to the Commission pursuant to Section 3.05(B) of the Interlocal Operating Agreement.

"Construction Contribution" means, for each Local Government Partner, the amount shown for Phase I and/or Phase II Construction in Section 4.01(B) of the Interlocal Funding Agreement.

"Contract for Sale and Purchase" means certain Contract for Sale and Purchase between CSXT and FDOT, in substantially the form attached to the Interlocal Operating Agreement as Appendix E, which, subject to certain conditions precedent, provides for acquisition of the Corridor by FDOT, subject to a retained perpetual easement for Rail Freight Services.

"Contract Operator" means a third-party, independent contractor or contractors procured to operate, maintain and dispatch the Commuter Rail System's commuter passenger trains and maintain the Corridor.

"Corridor" means the railroad corridor formerly known as CSXT's A-Line between Milepost A749.7 near DeLand, Florida and Milepost A814.1 near Poinciana, Florida, a distance of approximately 61.54 miles through which the Commuter Rail System will operate, as depicted in Appendix B. The term "Corridor" includes the Station Platforms.

"Corridor Access Management" means managing, directing, and controlling the occupation, use, and access to the Corridor in a manner consistent with freight and passenger rail services in accordance with this Interlocal Agreement and the Central Florida Operating and Management Agreement.

"County of Volusia" means the County of Volusia, a charter county and political subdivision of the State.

"CSXT" means CSX Transportation, Inc., a corporation organized and existing under the laws of the State of Virginia and authorized to do business in the State.

"Customer Advisory Committee" means the advisory committee created pursuant to Section 3.08 of the Interlocal Governance Agreement.

"Debt Service" means an amount equal to the sum of the principal of (either at the stated maturity or by an advancement of maturity pursuant to a mandatory sinking fund payment) and interest on, the FDOT Fixed-Guideway Bonds during each Fiscal Year of the Local Government Partners as such payments become due (provided that in the event of any acceleration of the due date of such principal by reason of mandatory or optional redemption or acceleration resulting from default or otherwise, other than any advancement of maturity pursuant to a mandatory sinking fund payment, the payments shall be deemed to become due in such amounts and at such times as such payments of principal would have been due had there not been any such acceleration) during or prior to such Fiscal Year.

"Diesel Multiple Unit" means a steel wheel on steel rail transit vehicle that is self-propelled, with the capacity to operate independently and pull non-powered cars. The Commuter Rail System intends to utilize FRA compliant (49 CFR Part 238 specifications for compression testing) Diesel Multiple Units, which pass the FRA 800,000-pound structural buff load test and have the ability to run in mixed freight service on existing track.

"District Secretary" means the FDOT District Secretary for District 5, in which the Commuter Rail System is located.

"Extended Service" means the provision of service to any Station not listed in Appendix C to the Interlocal Operating Agreement.

"Expanded Service" means increased headways and service frequencies, additional peak and off peak service, additional night, weekend or Holiday service, special event service and other service increases.

"Farebox Revenue" means fares paid for passage on the Commuter Rail System.

"FDOT" means the State of Florida Department of Transportation, an agency of the State of Florida.

"FDOT Fixed-Guideway Bonds" means the debt obligations initially issued by FDOT to acquire the Corridor and relocate the Taft Yard Facility, as described in Section 4.03(A) of the Interlocal Funding Agreement and any obligations issued for purposes of refunding pursuant to Section 4.05 of the Interlocal Funding Agreement.

"FDOT Funding Period" means the period commencing on the Revenue Operation Date and ending on the first day of the calendar month following expiration a seven-year period, during which FDOT is obligated to fund operating deficits of the Commuter Rail System and Debt Service on the FDOT Fixed-Guideway Bonds.

"Final Design Contribution" means, for each Local Government Partner, the amount shown for Phase I and/or Phase II Final Design in Section 4.01(B) of the Interlocal Funding Agreement.

"Fiscal Year" means (A) during the FDOT Funding Period, the fiscal year for State government, which commences on July 1 and continues through the next succeeding June 30, or (B) following expiration of the FDOT Funding Period, the fiscal year for county government, which commences on October 1 and continues through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for either level of government.

"Five-Year Capital Plan" means a five-year capital plan for capital improvements to the Commuter Rail System including, but not limited to: new track materials and installation (including rails, ties, ballast, switches, fasteners, etc); bridge and culvert upgrades and replacements (supply, fabricate and install); signals and communications equipment upgrades and replacements; at-grade crossing improvements; vehicle storage and maintenance facility

improvements and equipment; maintenance of way equipment and vehicles; control center improvements; station improvements, amenities and equipment upgrades; fare collection equipment and upgrades; Diesel Multiple Unit upgrades; additional Diesel Multiple Units; and parking lot improvements and expansions.

"Fixed Guideway Transit System" means a system used for the transportation of people and goods by means of, without limitation, a street railway, an elevated railway having a fixed guideway, a commuter railroad, a subway, and includes a complete system of tracks, stations, and rolling stock necessary to effectuate passenger service to or from the neighboring regional communities.

"FRA" means the Federal Railroad Administration.

"FTA" means the Federal Transit Administration.

"FTA Funds" means Federal grant funds provided by FTA under the Full Funding Grant Agreement.

"Full Funding Grant Agreement" means the Full Funding Grant Agreement to be entered into by FTA and FDOT pursuant to 49 U.S.C. Section 5309, pursuant to which FTA will provide Federal funds for acquisition and construction of the Commuter Rail System.

"Funding Determination Year" means the 12-month period ending on March 31.

"Governing Board" means the governing body of the Commission established pursuant to Section 3.03 of the Interlocal Governance Agreement.

"Holiday" means a holiday designated by law (currently, Section 110.117, Florida Statutes) as paid holidays observed by all State branches and agencies.

"Initial Capital Contribution" means, for each Local Government Partner, the Preliminary Engineering Contribution, the Station Property Contribution, the Final Design Contribution and the Construction Contribution.

"Interest Payment Date" means the date on which each payment of principal and/or interest becomes due on the FDOT Fixed-Guideway Bonds.

"Local Capital Cost" means the Capital Cost of implementing the Five-Year Capital Plan following expiration of the FDOT Funding Period, after deducting State and Federal contributions.

"Local Farebox Revenue" means the amount computed for each Local Government Partner pursuant to Section 4.01(C) of the Interlocal Governance Agreement.

"Local Government Partner" means Orange County, Osceola County, Seminole County, the County of Volusia and the City of Orlando.

"Local Station Revenue" means any Station revenue described in Section 3.02(B) of the Interlocal Funding Agreement.

"Maintenance of Way" means those labor, materials and equipment that are required to maintain the Corridor, including but not limited to mowing, replacing and repairing ballast, replacing and repairing rails, signals and switches, undertaking minor bridge maintenance and performing other activities required to safely operate the rail service.

"Member" means a member of the Governing Board, as designated in Section 3.03 of the Interlocal Governance Agreement.

"Non-Peak Hours" means 5:00 a.m. – 5:30 a.m., 8:30 a.m. – 3:30 p.m. and 6:30 p.m. to midnight, Monday through Friday.

"Non-Ad Valorem Funds" shall mean all revenues of the Local Government Partner derived from any source whatsoever other than ad valorem taxation on real or personal property, which are legally available to make the payments required herein, but only after provision has been made by the Local Government Partner for the payment of all essential or legally mandated services; provided however, that unless otherwise agreed to by FDOT, the term "Non-Ad Valorem Funds" does not include Federal funds.

"Operating Revenue Without Farebox" means Total Operating Revenue less Farebox Revenue.

"Orange County" means Orange County, a charter county and political subdivision of the State.

"Osceola County" means Osceola County, a charter county and political subdivision of the State.

"Peak Hours" means 5:30 a.m. – 8:30 a.m. and 3:30 p.m. – 6:30 p.m., Monday through Friday, excluding Holidays.

"Phase I" means acquisition of the Corridor and construction of the portion of the Commuter Rail System expected to be operational in 2010, as described in Appendix C to the Interlocal Operating Agreement.

"Phase I Cost Estimate" means \$388,184,000, which includes the estimated cost of preliminary engineering for Phase I and Phase II, acquisition of Station Property for Phase I and Phase II, final design for Phase I and construction of Phase I.

"Phase II" means construction of the portion of the Commuter Rail System expected to be operational in 2013, as described in Appendix C to the Interlocal Operating Agreement.

"Phase II Cost Estimate" means \$217,216,000, which includes the estimated cost of final design for Phase II and construction of Phase II.

"Preliminary Engineering Contribution" means, for each Local Government Partner, the amount shown for Phase I and/or Phase II Engineering in Section 4.01(B) of the Interlocal Funding Agreement.

"Rail Freight Service" means the transportation by rail of property and movable articles of every kind, character and description over the Corridor, as permitted under the perpetual easement retained by CSXT pursuant to the Contract for Sale and Purchase.

"Responsible Local Government Partner" means the County within which a Station is located, except that the Responsible Local Government Partner shall mean the City of Orlando (and not Orange County) with respect to any Station located within the jurisdiction of the City of Orlando.

"Revenue Operation Date" means the date that the Commuter Rail System, after having received all State and Federal approvals for operation, is placed in commuter service for fare paying passengers to ride and shall have the same meaning as used by the FTA.

"Seminole County" means Seminole County, a charter county and political subdivision of the State.

"Share of Local Capital Cost" means the amount computed for each Local Government Partner pursuant to Section 4.02(B) of the Interlocal Governance Agreement.

"Share of Local Operating Support" means the amount computed for each Local Government Partner pursuant to Section 4.01(D) of the Interlocal Governance Agreement.

"Share of Local Operating Support Without Farebox" means the amount computed for each Local Government Partner pursuant to Section 4.01(B) of the Interlocal Governance Agreement.

"Share of FDOT Bond Debt Service" means the amount computed for each Local Government Partner pursuant to Section 4.03(B) of the Interlocal Funding Agreement.

"State" means the State of Florida.

"State of Good Repair" means performance of all necessary maintenance, including preventative maintenance, replacement of all infrastructure components on a schedule consistent with their life expectancy, and compliance with all applicable FRA and FTA regulations.

"Station" means a commuter rail passenger station on the Commuter Rail System, including the commuter rail passenger stations listed in Appendices C, D and E of the Interlocal Operating Agreement and any additional commuter rail passenger station added as Extended Service pursuant to Section 4.07 of the Interlocal Operating Agreement. The term "Station" includes the "Station Platform" and the "Station Property."

"Station Platform" means the Station loading platform located within the Corridor, including any improvements made thereto.

"Station Property" means the Station parking area and other Station property located outside the Corridor, including any improvements made thereto, that was acquired with Federal funds, proceeds of the Initial Capital Contributions of the Local Government Partners or as part of the Five-Year Capital Plan. The term "Station Property" does not include any other property acquired by the Local Government Partners with their own funds.

"Station Property Contribution" means, for each Local Government Partner, the amount shown for Phase I and/or Phase II Station Property in Section 4.01(B) of the Interlocal Funding Agreement.

"System Net Revenue Without Farebox" means, for any Fiscal Year, the amount computed by deducting the budgeted Operating Revenue without Farebox from the budgeted Total Operating Cost.

"System Operating Deficit" means, for any Fiscal Year, the amount computed by deducting the Total Operating Revenue from the Total Operating Cost.

"Technical Advisory Committee" means the advisory committee created pursuant to Section 3.07 of the Interlocal Governance Agreement.

"Total Operating Cost" means all expenses incurred in connection with operation and maintenance of the Commuter Rail System including, but not limited to, the following: (A) during the FDOT Funding Period, the cost for FDOT staff and contractors working for the Commuter Rail System, including indirect costs computed in accordance with a cost allocation plan meeting FRA and FTA requirements; (B) payments made to the Contract Operator; (C) the direct cost of Corridor Access Management; (D) the direct cost for Maintenance of Way; (E) the cost to maintain the Commuter Rail System's rolling stock, including the "capital maintenance cost," as defined in the agreement with the Contract Operator; (F) the direct cost to insure and provide risk management for the Commuter Rail System; (G) during the FDOT Funding Period, the cost incurred by FDOT, including indirect costs computed in accordance with an indirect cost allocation plan meeting FRA and FTA requirements; and (H) any other cost directly related to the Commuter Rail System. The term "Total Operating Cost" does not include Debt Service on the FDOT Fixed-Guideway Bonds or expenses related to operation of the Station Property.

During the FDOT Funding Period, the term "Total Operating Cost" does not include any cost associated or incurred by the Local Government Partners or other governmental entities regarding the Commission, Governing Board, Technical Advisory Committee or Customer Advisory Committee.

"Total Operating Revenue" means all revenues arising from the operation of the Commuter Rail System including, but not limited to, (A) revenue generated by and received from freight railroads operating on the Corridor (including the car charge payable pursuant to the Central Operating and Management Agreement, (B) liquidated damages paid by the Contract Operator, (C) financial contributions by other entities in support of Commuter Rail System operations including, but not limited, to Federal grant funds, (D) any other revenues arising as a result of the operation of Commuter Rail System, and (E) interest or investment earnings; provided however, that the term "Total Operating Revenue" does not include Local Station Revenue.