

SCEA

SEMINOLE COUNTY EXPRESSWAY AUTHORITY
200 W. County Home Road; Sanford, Florida 32773 (407) 665-5601

A G E N D A (Revised)
SEMINOLE COUNTY EXPRESSWAY AUTHORITY BOARD
SPECIAL CALL MEETING

Meeting Location: Seminole County Services Building
Room 1028 – Board of County Commissioners Chambers
1101 East First Street; Sanford, FL 32771

July 27, 2010
4:00 P.M.

1. **CALL TO ORDER** - *Commissioner Gary L. Brender, Chairman*
2. **INVOCATION / PLEDGE OF ALLEGIANCE**
3. **CHAIRMAN'S OPENING STATEMENT** - *Commissioner Gary L. Brender, Chairman*

PUBLIC PARTICIPATION on agenda items, excluding public hearings, may be presented to the Seminole County Expressway Authority Board prior to agenda items requiring action. Public comment on issues on the agenda shall be limited to three (3) minutes.

4. **INFORMATIONAL / DISCUSSION ITEM** - *Jerry McCollum, P.E., Acting Executive Director*
Draft Interlocal Agreement Between the Orlando-Orange County Expressway Authority, Seminole County, Florida and the Seminole County Expressway Authority Regarding the Wekiva Parkway (Copy Attached)
5. **BOARD DISCUSSION / WRAP-UP**
6. **ADJOURNMENT**
The Next Regularly Scheduled Meeting Date: November 9, 2010.

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE SEMINOLE COUNTY EXPRESSWAY AUTHORITY OFFICE 48 HOURS IN ADVANCE OF THE MEETING AT 407-665-5601.

PERSONS ARE ADVISED THAT IF THEY DECIDE TO APPEAL ANY DECISIONS MADE AT THESE MEETINGS/HEARINGS, THEY WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE THEY MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED, PER SECTION 286.0105, FLORIDA STATUTES.

AUTHORITY MEMBERS

Brenda Carey
Bob Dallari

Gary L. Brender, Chairman
Carlton D. Henley

Michael J. McLean, Vice Chairman
Dick Van Der Weide
Art Woodruff

Jerry McCollum, P.E., Acting Executive Director

1 Seminole County Draft Reflecting Revisions from BCC on 6/22/10
2

3 **INTERLOCAL AGREEMENT**
4 **BETWEEN**
5 **THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY;**
6 **SEMINOLE COUNTY, FLORIDA AND**
7 **THE SEMINOLE COUNTY EXPRESSWAY AUTHORITY**
8

9 This Interlocal Agreement (the "Agreement") made and executed as
10 of _____, by and between the Orlando-Orange County
11 Expressway Authority, a body, politic and corporate, an agency of the
12 State created pursuant to Part V, Chapter 348, Florida Statutes,
13 having an address at 4974 ORL Tower Road, Orlando, Florida 32807 (the
14 "OOCEA"), Seminole County, a political subdivision of the State of
15 Florida, having an address at 1101 East First Street, Sanford, Florida
16 32771 ("Seminole County"), and the Seminole County Expressway
17 Authority, a body politic and corporate, an agency of the State
18 created pursuant to Part VIII, Chapter 348, Florida Statutes, having
19 an address at 520 West Lake Mary Boulevard, Suite 200, Sanford,
20 Florida 32773 (the "SCEA").
21

22 **WITNESSETH**
23

24 **WHEREAS**, this Agreement is entered into pursuant to Section
25 163.01, Florida Statutes, also known as the "Florida Interlocal
26 Cooperation Act of 1969," and under authority of Sections
27 125.01(1)(p), 348.7546, 348.754, 348.760, 348.953(2)(h) and (i), and
28 348.958, Florida Statutes; and
29

30 **WHEREAS**, the Wekiva Parkway, as described in Section 369.317,
31 Florida Statutes, is being designed as a limited access toll road
32 beginning at the planned S.R. 429 interchange at U.S. 441 in Apopka,
33 continuing North and then East along the current S.R. 46 alignment and
34 connecting to Interstate 4 at the S.R. 417 interchange in Sanford,
35 Florida, and connecting to the Wekiva Parkway at a systems interchange
36 together with all necessary approaches, roads, bridges and avenues of
37 access that constitute a part of such project (hereafter, the "Wekiva
38 Parkway;" or "project"); and
39

40 **WHEREAS**, the OOCEA, with the assistance of the Florida Department
41 of Transportation ("FDOT"), through the Wekiva Parkway S.R.429/S.R.46
42 Realignment Project Development and Environmental Study (Wekiva PD&E
43 Study), has found a balance between the interest of the public, the
44 environment and engineering, minimizing impacts to homes, businesses
45 and the environment while developing the Wekiva Parkway as a
46 transportation facility that meets the region's growing transportation
47 needs; and
48

49 **WHEREAS**, the Wekiva Parkway preferred alignment must be approved
50 by the OOCEA, FDOT, Orange County, Lake County, Seminole County, the
51 Cities of Mount Dora and Apopka, the SCEA and other local, state and
52 federal entities; and

53
54 **WHEREAS**, the Wekiva Parkway is critical to accommodate
55 intensifying growth in inter-county travel between Seminole, Lake and
56 Orange Counties and will relieve congestion on Interstate 4 through
57 Seminole and Orange Counties and on U.S. Highway 441, S.R. 46 and
58 local roads, and complete the beltway on the West side of Metropolitan
59 Orlando; and

60
61 **WHEREAS**, in furtherance of the statutory directive related to
62 coordination of potable water supply and development of alternative
63 water supply sources within the Wekiva Study Area on a multi-county
64 basis, expressed in §369.322(1) and (2), Fla. Stat., the development
65 of the Wekiva Parkway affords a unique opportunity to provide for an
66 easement within Parkway service and/or frontage road rights-of-way,
67 for regional water and wastewater utility mains capable of connecting
68 facilities of Seminole County with those of Lake County or West Orange
69 County, and the possibility of construction of such utility mains as
70 part of the Parkway construction project; and

71
72 **WHEREAS**, the construction of the Wekiva Parkway will ease the
73 flow of vehicular traffic within Seminole County and Lake County and
74 provide more convenient and direct access to Interstate 4 and the
75 Western Beltway, thereby providing the citizens of Seminole County and
76 Lake County, tourists and other visitors to Seminole County and Lake
77 County a direct connection to the Central Florida area beltway; and

78
79 **WHEREAS**, the Wekiva Parkway has been studied and included as part
80 of the Seminole County Comprehensive Plan, the Lake County
81 Comprehensive Plan, the Orange County Comprehensive Plan, the Lake-
82 Sumter MPO 2025 Long Range Transportation Plan, Metroplan Orlando's
83 2030 Long Range Transportation Plan, East Central Florida Regional
84 Planning Council's Strategic Regional Policy Plan, and FDOT's Adopted
85 Work Program; and

86
87 **WHEREAS**, Seminole County has determined that the construction of
88 the Wekiva Parkway consistent with the terms of this Agreement is in
89 the best interests of the citizens of Seminole County; and

90
91 **WHEREAS**, pursuant to Section 369.317(5), Florida Statutes, within
92 Seminole County, the SCEA, and the FDOT shall locate the precise
93 corridor and interchanges for the Wekiva Parkway consistent with the
94 legislative intent expressed in the Wekiva Parkway Protection Act; and

95
96 **WHEREAS**, the OOCEA is currently only responsible for the
97 development, design, financing, right-of-way acquisition, permitting,
98 construction, operation and maintenance of the limited access portion
99 of the Wekiva Parkway in Orange County; and

100
101 **WHEREAS**, the consent of both Seminole County (§348.754(2)(n),
102 Fla. Stat.) and the SCEA (§§348.760 and 358.952(2) Fla. Stat.) is
103 necessary for the OOCEA to exercise the foregoing powers and
104 responsibilities within the jurisdiction of Seminole County; and

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WHEREAS, to insure the development of the entire Wekiva Parkway, Seminole County and the SCEA desire that the OOCEA also undertake the development, design, financing, right-of-way acquisition, permitting, construction, operation and maintenance of the limited access portion of the Wekiva Parkway located in Seminole County; and

WHEREAS, the OOCEA is willing to develop, design, finance, acquire right-of-way, permit, construct, operate and maintain the limited access portion of the Wekiva Parkway in Seminole County and to develop funding for the costs associated with the entire Wekiva Parkway as a limited access toll road; and

WHEREAS, Seminole County and the SCEA acknowledge that the exercise of eminent domain power by the OOCEA is necessary in the event that certain parcels cannot be obtained through negotiations between the property owners and the OOCEA, and have agreed and are willing to consent to the OOCEA exercising its power of eminent domain within the jurisdiction of Seminole County, as described herein; and

WHEREAS, this Agreement acknowledges the possibility of circumstances and events, the occurrence of which may result in the failure of the OOCEA to prosecute the development of a portion, or all of, the Wekiva Parkway within Seminole County. In such eventuality, it is the intent of Seminole County and the SCEA that the consents, authorizations and delegations granted herein to the OOCEA shall be automatically modified in scope and effect so that, to the extent that either Seminole County or the SCEA or both decide to prosecute the development of any such portion of the Wekiva Parkway within Seminole County not so developed by the OOCEA, then either Seminole County or the SCEA or both shall have the option of exercising any such rights and powers with respect to such portion. This shall include rights of development of plans and specifications, right of way acquisition and ownership, construction, operation, maintenance, financing including the setting and enforcement of tolls or other funding sources, and traffic enforcement, and all other rights and powers herein granted to the OOCEA; and

WHEREAS, Seminole County's citizens have expressed concerns with respect to Seminole County agreeing to permit a government agency that is not accountable to the electorate in Seminole County to exercise control over the development and operation of a major toll road in Seminole County. The areas of such citizen concerns include, but are not limited to, selection of the final alignment for the Wekiva Parkway; the location of toll collection facilities; the setting of tolls; phasing of construction within Seminole; and the aesthetics of the Parkway project; and

WHEREAS, the OOCEA has agreed to permit Seminole County to name a representative from Seminole County to be one of the three members of the OOCEA Right of Way Committee to afford Seminole County a voice in important right of way acquisition decisions related to the Parkway project; and

- 209 D. The OOCEA is not in default under any provisions of the laws
210 of the State material to the performance of its obligations
211 under this Agreement.
- 212 E. The OOCEA has duly authorized the execution and delivery of
213 this Agreement.
- 214 F. To the OOCEA's knowledge, the authorization, execution and
215 delivery of this Agreement and the compliance by the OOCEA
216 with the provisions herein will not conflict with or
217 constitute a material breach of, or default under, any
218 existing law, court or administrative regulation, decree,
219 order or any provision of the Constitution or laws of the
220 State of Florida relating to the OOCEA or its affairs, or any
221 ordinance, resolution, agreement, or other instrument to which
222 the OOCEA is subject or by which it is bound.
- 223 G. To the OOCEA's knowledge, there is no action, suit, proceeding
224 or investigation at law or in equity before or by any court,
225 public board or body pending or, to the best knowledge of the
226 OOCEA, threatened against or affecting the OOCEA, where an
227 unfavorable decision, ruling or finding would materially
228 adversely affect the validity of this Agreement.

229
230 **Section 2.02. Representations of Seminole County.** Seminole
231 County makes the following representations as the basis for its
232 undertakings contained herein:
233

- 234 A. Seminole County is duly organized and validly existing as a
235 body politic and corporate agency of the State of Florida.
- 236 B. Seminole County has full power and authority to enter into
237 this Agreement and to carry out its obligations hereunder.
- 238 C. Seminole County is not in default under any provisions of the
239 laws of the State material to the performance of its
240 obligations under this Agreement.
- 241 D. Seminole County has duly authorized the execution and delivery
242 of this Agreement.
- 243 E. To Seminole County's knowledge, the authorization, execution
244 and delivery of this Agreement and the compliance by Seminole
245 County with the provisions herein will not conflict with or
246 constitute a material breach of, or default under, any
247 existing law, court or administrative regulation, decree,
248 order or any provision of the Constitution or laws of the
249 State of Florida relating to Seminole County or its affairs,
250 or any ordinance, resolution, agreement, or other instrument
251 to which Seminole County is subject or by which it is bound.
- 252 F. To Seminole County's knowledge, there is no action, suit,
253 proceeding or investigation at law or in equity before or by
254 any court, public board or body pending or, to the best
255 knowledge of Seminole County, threatened against or affecting
256 Seminole County, where an unfavorable decision, ruling or
257 finding would materially adversely affect the validity of this
258 Agreement.

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- A. The Wekiva Parkway is being designed as a limited access toll road beginning at the planned S.R. 429 interchange at U.S. 441 in Apopka, Florida, continuing North and then East along the current S.R. 46 alignment and connecting to Interstate 4 at the S.R. 417 interchange in Sanford, Florida, including a proposed S.R. 46 Bypass beginning at U.S. 441 and S.R. 46 near Mount Dora, Florida, and connecting to the Wekiva Parkway at a systems interchange.
- B. In accordance with Section 348.7546, Florida Statutes, the OOCEA is authorized to exercise its condemnation powers, construct, finance, operate, own and maintain the Wekiva Parkway as part of the OOCEA's long range capital improvement plan. The project may be financed with any funds available to the OOCEA for such purpose, or revenue bonds issued by the OOCEA under Section 11, Article VII of the State Constitution and Section 348.755(1)(b), Florida Statutes.
- C. Seminole County and the SCEA, respectively, consent to the OOCEA exercising its power of eminent domain within the jurisdiction of Seminole County, in accordance with the requirements of general law, but such consent is strictly limited in scope to the acquisition of those parcels and property interests necessary for the Wekiva Parkway and facilities appurtenant thereto including stormwater ponds and environmental mitigation and such other purposes related to the Parkway listed in §348.759, Fla. Stat.. Such consent shall expire when all such parcels and property interests have been acquired, or when the OOCEA determines not to proceed with the Project; or when this Agreement terminates, whichever may come first. Seminole County and the SCEA, respectively, further covenant and agree to permit the OOCEA to peacefully and quietly hold, enjoy and operate the Wekiva Parkway as a limited access toll road, without hindrance from Seminole County, subject to the terms and conditions of this Agreement.
- D. Pursuant to the requirements of Sections 348.754(2)(n), and 348.952(2), Florida Statutes, Seminole County and the SCEA, respectively, consent to the OOCEA developing, constructing, operating and maintaining the Wekiva Parkway within the jurisdiction of Seminole County, together with the right to construct, repair, replace, operate, install and maintain electronic toll payment systems thereon, with all necessary and incidental powers to accomplish the foregoing, and to do all acts and things necessary or convenient for the conduct of the OOCEA's business and the general welfare of the OOCEA, and in order to carry out the powers granted to the OOCEA in Part V, Chapter 348, Florida Statutes, or any other law.
- E. The OOCEA agrees to grant to Seminole County an easement or easements within the service and/or frontage road portion of the Wekiva Parkway right-of-way for construction,

364 installation and maintenance for regional water and
365 wastewater main; and shall further agree with Seminole
366 County, contingent upon Seminole County obtaining necessary
367 funding, to a separate joint project agreement to include
368 the design and construction of such regional utility mains
369 as part of the Wekiva Parkway project. Seminole County
370 shall own such utility mains.

371
372 **Section 5.02. Ownership.** The limited access portions of the
373 Wekiva Parkway shall be owned and operated by the OOCEA as a limited
374 access toll road in the manner that the OOCEA owns and operates the
375 other facilities that comprise its Expressway System, except as
376 conditioned by this Agreement.

377
378 **Section 5.03. Funding of Costs of Acquisition and Construction.**

- 379
380 A. The OOCEA will be responsible for funding the costs associated
381 with the development of the Wekiva Parkway, including the
382 costs associated with any land acquisitions necessary for the
383 project. Funding sources may include, and are not limited to
384 any funds available to the OOCEA for such purpose, revenue
385 bonds issued by the OOCEA, agreements with governmental
386 agencies which jurisdictions are being served by the Wekiva
387 Parkway, the FDOT, Florida's Turnpike Enterprise and the
388 Federal Highway Administration.
- 389 B. Should funding be unavailable to the OOCEA, in its sole
390 determination, prohibiting the OOCEA's development of all or
391 any part of the Wekiva Parkway, Seminole County and the SCEA,
392 respectively, agrees that the OOCEA shall have the right to
393 terminate its efforts to develop the Wekiva Parkway or any
394 portion thereof. The OOCEA shall notify both Seminole County
395 and the SCEA in writing within ten (10) days of making such
396 determination. In the event that the OOCEA determines funding
397 is unavailable, Seminole County or the SCEA, individually, or
398 jointly, may elect to complete any portion of the Wekiva
399 Parkway that the OOCEA elects not to develop. The OOCEA
400 consents to any such development by Seminole County or the
401 SCEA under such circumstances. In such event, Seminole County
402 or the SCEA, respectively, shall succeed to all powers and
403 responsibilities granted herein to the OOCEA as to the Wekiva
404 Parkway within Seminole County.

405
406 **Section 5.04. Tolls, Collection and Enforcement.**

- 407
408 A. Subject to conditions stated herein, the OOCEA shall have the
409 sole authority and responsibility to establish toll rates for
410 the Wekiva Parkway, including any toll rate adjustments, in
411 accordance with the applicable rules and requirements of the
412 OOCEA.
- 413 The tolls charged at toll collection facilities within
414 Seminole County (as revised from time-to-time) must be non-

- 415 discriminatory compared to other segments of the OOCEA
416 Expressway.
- 417 B. The OOCEA shall be solely responsible for the collection of
418 tolls and the enforcement of toll violations on the Wekiva
419 Parkway.
- 420 C. There shall be no free service on the limited access portions
421 of the Wekiva Parkway except for law enforcement and emergency
422 service vehicles while in the discharge of their official
423 duties, officials or employees of the OOCEA or FDOT while
424 engaged in official business, or except as required by
425 existing law.
- 426 D. The parties hereto understand that at all times the OOCEA is
427 required to and shall maintain rates at a level which in its
428 discretion provide for appropriate coverage of debt service,
429 meet debt service ratios, and otherwise are in accordance with
430 governing Florida law and applicable bond covenants.
- 431 E. The OOCEA shall make all necessary arrangements for traffic
432 enforcement on the limited access portions of the Wekiva
433 Parkway and may enter into any agreements necessary for
434 appropriate patrolling and traffic enforcement.
435

436 **ARTICLE VI**
437 **PLANNING, DESIGN AND CONSTRUCTION**
438

439 **Section 6.01. Planning and Design.**
440

- 441 A. The Wekiva PD&E Study, which began in January 2005, has been
442 completed and an approved alternative was proposed to Seminole
443 County. A formal public hearing shall be scheduled and
444 noticed in Seminole County for approval of the preferred
445 alignment. Seminole County and the SCEA, respectively, consent
446 to the OOCEA constructing, operating and maintaining the
447 Wekiva Parkway in the to-be-approved alignment within Seminole
448 County's and the SCEA's jurisdiction.
- 449 B. The OOCEA shall be solely responsible for developing all plans
450 and specifications for the Wekiva Parkway project, except with
451 respect to: (1) Seminole County utility mains; and (2)
452 Seminole County shall be provided meaningful opportunities to
453 review OOCEA's plans and specifications at the various stages
454 of development, and may request reasonable revisions related
455 to aesthetic issues for the portion of the Wekiva Parkway in
456 Seminole County; and (3) the OOCEA shall give consideration to
457 requests from Seminole County and the SCEA with respect to the
458 location of toll collection facilities within Seminole County.
459 The OOCEA shall be responsible for obtaining any necessary
460 permits and approvals from any and all governmental agencies
461 that may be required for the construction, installation and
462 equipping of the Wekiva Parkway.
463

464 **Section 6.02. Construction.** The parties agree that the
465 construction of the Wekiva Parkway is tentatively scheduled to be
466 commenced by the OOCEA no later than _____, 201____. The parties

467 further agree that it may be necessary to develop the Wekiva Parkway
468 in segments. In that event, it is the desire of Seminole that the
469 first phase or segment of such construction shall be the segment from
470 the Wekiva River east to the SR 417/I-4 interchange located in
471 Seminole County; but it is agreed that the OOCEA shall have the sole
472 discretion as to which order the segments of the Wekiva Parkway shall
473 be constructed. Subject to the foregoing conditions, the OOCEA will be
474 responsible for developing any and all schedules related to the
475 acquisition, construction and equipping of the Wekiva Parkway and the
476 phasing of the acquisition, construction and equipping of any segments
477 of the Wekiva Parkway.

478
479 **Section 6.03. Indemnification.** To the extent permitted by law,
480 the OOCEA shall indemnify, defend and save Seminole County, its
481 agents, and employees, and, the SCEA, its agents, and employees,
482 harmless against all damages, claims, expenses, injuries and demands
483 of any kind arising from any decision, act, negligence or omission by
484 the OOCEA that may occur by reason of its obligations, arising out of
485 this Agreement. To the extent permitted by law, Seminole County and
486 the SCEA, respectively, shall indemnify, defend and save the OOCEA,
487 its agents, and employees, harmless against all damages, claims,
488 expenses, injuries and demands of any kind arising from any decision,
489 act, negligence or omission by Seminole County or the SCEA that may
490 occur by reason of its respective obligations arising out of this
491 Agreement.

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**ARTICLE VII
MISCELLANEOUS PROVISIONS**

496 **Section 7.01. Waiver.** This Agreement may not be amended,
497 modified, altered, or changed in any respect whatsoever, except by a
498 further agreement in writing duly executed by the parties hereto. No
499 failure by either party to insist upon the strict performance of any
500 covenant, duty, agreement or condition set forth in this Agreement or
501 to exercise any right or remedy upon a breach thereof shall constitute
502 a waiver of any such breach or of such or any other covenant,
503 agreement, term or condition. Any party hereto, by notice, may, but
504 shall be under **no** obligation to, waive any of its rights or any
505 conditions to its obligations hereunder, or any duty, obligation or
506 covenant of any other party hereto. No waiver shall affect or alter
507 this Agreement, but each and every covenant, agreement, term and
508 condition of this Agreement shall continue in full force and effect
509 with respect to any other then-existing or subsequent breach thereof.

510

511 **Section 7.02. Cooperation with Representatives.** The parties
512 pledge mutual cooperation between all representatives of the OOCEA,
513 Seminole County. The parties shall provide such data, reports,
514 certifications and other documents or assistance reasonably requested
515 by the other. The provision of such information shall not in any
516 manner diminish the parties' rights or obligations under any other
517 provision hereof. The parties further agree to cooperate in the

518 development and execution of any ancillary agreements necessary to
519 carry out the terms and conditions of this Agreement.

520
521 **Section 7.03. Limitation on Third Party Beneficiaries.** This
522 Agreement shall not create any third party beneficiary hereunder, nor
523 shall this Agreement authorize anyone not a party hereto to maintain a
524 suit of any type whatsoever, including, but not limited to, a suit for
525 personal injury or property damage pursuant to the terms or provisions
526 hereof.

527
528 **Section 7.04. Governing Law.** This Agreement shall be governed
529 by and construed in accordance with the law of the State of Florida.

530
531 **Section 7.05. Notices and Communications.**

532
533 A. All notices required or permitted by law or by this Agreement
534 to be given to the parties shall be in writing and may be
535 given by either personal delivery or by registered or
536 certified U.S. Mail sent return receipt requested, or by a
537 recognized overnight courier service. Notices shall be sent
538 to the parties at the addresses set forth below or at such
539 other addresses as the parties shall designate to each other
540 from time to time in writing:

541
542 **Seminole County:**
543 Joseph Forte, Acting County Manager
544 Seminole County, Florida
545 1101 East First Street
546 Sanford, FL 32771

547
548 **With a copy to:**
549
550 Robert A. McMillan
551 County Attorney
552 1101 East First Street
553 Sanford, FL 32771-1468

554
555 **Seminole County Expressway Authority**
556 _____, Executive Director
557 520 W. Lake Mary Boulevard, Suite 200
558 Sanford, Florida 32773

559
560 **Orlando-Orange County Expressway Authority:**
561 Michael D. Synder, Executive Director
562 Orlando-Orange County Expressway Authority
563 4974 ORL Tower Road
564 Orlando, FL 32807

565
566 **With a copy to:**
567 Joseph Passiatore, General Counsel
568 Orlando-Orange County Expressway Authority
569 4974 ORL Tower Road

B. Any notice or demand given, delivered or made by registered or certified United States mail sent return receipt requested, shall be deemed so given, delivered or made on the date of actual receipt. Notices sent by overnight courier service shall be deemed or made on the date of actual receipt. Any notice, demand or document that is personally delivered shall be deemed to be delivered upon receipt by the party to whom the same is given, delivered or made. Notices given by facsimile or telecopy shall not be deemed effective for purposes of this Agreement.

Section 7.06. Interpretation. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. 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.

Section 7.07. Severability. The invalidity or unenforceability of any portion or provisions of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

Section 7.08. Opinions of Counsel. If requested, each party shall provide to the other an opinion of counsel regarding the validity and enforceability of this Agreement.

Section 7.09. Entire Agreement. This Agreement, including the Exhibits (if any) attached hereto, constitutes the entire and integrated agreement between the parties hereto and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings and agreements, whether written or oral, with respect to the subject matter hereof.

Section 7.10. Waiver of Jury Trial. Each party waives its right to a trial by jury in any litigation or other court proceeding with respect to any matter arising from or related to this Agreement.

Section 7.11. Filing. In accordance with Section 163.01(11), Florida Statutes, this Agreement shall be filed with the Clerk of Court of the Circuit Court for Seminole County, Florida, and with the Clerk of Court of the Circuit Court for Orange County.

621 **Section 7.12. Counterparts.** This Agreement may be signed in
622 several counterparts, each of which shall be an original and all of
623 which shall constitute but one and the same instrument.
624

625 **IN WITNESS WHEREOF,** the parties have made and executed this
626 Agreement on the respective dates indicated below.
627

628
629 Orlando-Orange County Expressway Authority through its
630 Board of Directors, signed by and through its Executive
631 Director, authorized to execute this Agreement by Board
632 action on the ____ day of _____, 2010.
633

634 Seminole County through its Board of County Commissioners,
635 signed by and through its Chair or Vice Chair, authorized
636 to execute this Agreement by Board action on the ____ day
637 of _____, 2010.
638

639 Seminole County Expressway Authority through its Board of
640 Directors, signed by and through its Executive Director,
641 authorized to execute this Agreement by Board action on the
642 ____ day of _____, 2010.
643

644 ORLANDO-ORANGE COUNTY
645 EXPRESSWAY AUTHORITY

SEMINOLE COUNTY, FLORIDA

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647 By: _____
648 Michael Snyder,
649 Executive Director

646
647 By: _____
648 Bob Dallari, Chair
649 Board of County
650 Commissioners

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652 Approved as to form for
653 execution by a signatory
654 of the Orlando-Orange
655 County Expressway Authority
656 By Joseph Passiatore,
657 General Counsel

651
652 Approved as to form
653 by Office of County
654 Attorney Seminole County
655 Florida by Robert A.
656 McMillan, County
657 Attorney

658
659 By: _____
660 Joseph Passiatore

658
659 By: _____
660 Robert A. McMillan

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662 _____
663 Maryanne Morse, Clerk to
664 the Board of County
665 Commissioners in and for
666 the County of Seminole,
667 Florida
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SEMINOLE COUNTY
EXPRESSWAY AUTHORITY

By _____
Executive Director

Approved as to Form by Office
Of County Attorney Seminole
County, Florida, by Robert A.
McMillan, County Attorney

By: _____
Robert A. McMillan

MGM/dre
06/24/10
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