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**INTERLOCAL AGREEMENT
BETWEEN
THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY;
SEMINOLE COUNTY, FLORIDA AND
THE SEMINOLE COUNTY EXPRESSWAY AUTHORITY**

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

WITNESSETH

WHEREAS, this Agreement is entered into pursuant to Section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969," and under authority of Sections 125.01(1)(p), 348.7546, 348.754, 348.760, and 348.958, Florida Statutes; and

WHEREAS, the Wekiva Parkway, as described in Section 369.317, Florida Statutes, is being designed as a limited access toll road beginning at the planned S.R. 429 interchange at U.S. 441 in Apopka, 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, and connecting to the Wekiva Parkway at a systems interchange together with all necessary approaches, roads, bridges and avenues of access that constitute a part of such project (hereafter, the "Wekiva Parkway;" or "project"); and

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

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

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

58
59 **WHEREAS**, the development of the Wekiva Parkway affords a unique
60 opportunity to provide for an easement within the Parkway right-of-
61 way, for regional water and wastewater utility mains capable of
62 connecting facilities of Seminole County with both Lake County and
63 West Orange County, and the possibility of construction of such
64 utility mains as part of the Parkway construction project; and

65
66 **WHEREAS**, the construction of the Wekiva Parkway will ease the
67 flow of vehicular traffic within Seminole County and Lake County and
68 provide more convenient and direct access to Interstate 4 and the
69 Western Beltway, thereby providing the citizens of Seminole County and
70 Lake County, tourists and other visitors to Seminole County and Lake
71 County a direct connection to the Central Florida area beltway; and

72
73 **WHEREAS**, the Wekiva Parkway has been studied and included as part
74 of the Seminole County Comprehensive Plan, the Lake County
75 Comprehensive Plan, the Orange County Comprehensive Plan, the Lake-
76 Sumter MPO 2025 Long Range Transportation Plan, Metroplan Orlando's
77 2030 Long Range Transportation Plan, East Central Florida Regional
78 Planning Council's Strategic Regional Policy Plan, and FDOT's Adopted
79 Work Program; and

80
81 **WHEREAS**, Seminole County has determined that the construction of
82 the Wekiva Parkway consistent with the terms of this Agreement is in
83 the best interests of the citizens of Seminole County; and

84
85 **WHEREAS**, pursuant to Section 369.317(5), Florida Statutes, within
86 Seminole County, the SCEA, and the FDOT shall locate the precise
87 corridor and interchanges for the Wekiva Parkway consistent with the
88 legislative intent expressed in the Wekiva Parkway Protection Act; and

89
90 **WHEREAS**, the OOCEA is currently only responsible for the
91 development, design, financing, right-of-way acquisition, permitting,
92 construction, operation and maintenance of the limited access portion
93 of the Wekiva Parkway in Orange County; and

94
95 **WHEREAS**, the consent of both Seminole County and the SCEA is
96 necessary for the OOCEA to exercise the foregoing powers and
97 responsibilities within the jurisdiction of Seminole County; and

98
99 **WHEREAS**, to insure the development of the entire Wekiva Parkway,
100 Seminole County and the SCEA desire that the OOCEA also undertake the
101 development, design, financing, right-of-way acquisition, permitting,
102 construction, operation and maintenance of the limited access portion
103 of the Wekiva Parkway located in Seminole County; and

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

109
110 **WHEREAS**, Seminole County and the SCEA acknowledge that the
111 exercise of eminent domain power by the OOCEA is necessary in the
112 event that certain parcels cannot be obtained through negotiations
113 between the property owners and the OOCEA, and have agreed and are
114 willing to consent to the OOCEA exercising its power of eminent domain
115 within the jurisdiction of Seminole County, as described herein; and

116
117 **WHEREAS**, this Agreement acknowledges the possibility of
118 circumstances and events, the occurrence of which may result in the
119 failure of the OOCEA to prosecute the development of a portion, or all
120 of, the Wekiva Parkway within Seminole County. In such eventuality,
121 it is the intent of Seminole County and the SCEA that the consents,
122 authorizations and delegations granted herein to the OOCEA shall be
123 automatically modified in scope and effect so that, to the extent that
124 either Seminole County or the SCEA or both decide to prosecute the
125 development of any such portion of the Wekiva Parkway within Seminole
126 County not so developed by the OOCEA, then either Seminole County or
127 the SCEA or both shall have the option of exercising any such rights
128 and powers with respect to such portion. This shall include rights of
129 development of plans and specifications, right of way acquisition and
130 ownership, construction, operation, maintenance, financing including
131 the setting and enforcement of tolls or other funding sources, and
132 traffic enforcement, and all other rights and powers herein granted to
133 the OOCEA; and

134
135 **WHEREAS**, Seminole County's citizens have expressed concerns with
136 respect to Seminole County agreeing to permit a government agency that
137 is not accountable to the electorate in Seminole County to exercise
138 control over the development and operation of a major toll road in
139 Seminole County. The areas of such citizen concerns include, but are
140 not limited to, selection of the final alignment for the Wekiva
141 Parkway; the location of toll collection facilities; the setting of
142 tolls; phasing of construction within Seminole; and the aesthetics of
143 the parkway project.

144
145 **WHEREAS**, Seminole County believes that in consideration of the
146 consents and authorizations granted to the OOCEA herein, the regional
147 nature of the Wekiva Parkway transportation facility, and **in order to**
148 **ensure that the citizens of Seminole County have a voice in the**
149 **development and on-going operation of the Wekiva Parkway, Seminole**
150 **County must be granted a membership seat on the OOCEA;** and

151
152 **WHEREAS**, the OOCEA, Seminole County and the SCEA desire to enter
153 into this Agreement to memorialize the understanding of the parties to
154 this Agreement regarding the development of the Wekiva Parkway in
155 Seminole County.

207 E. The OOCEA has duly authorized the execution and delivery of
208 this Agreement.

209 F. To the OOCEA's knowledge, the authorization, execution and
210 delivery of this Agreement and the compliance by the OOCEA
211 with the provisions herein will not conflict with or
212 constitute a material breach of, or default under, any
213 existing law, court or administrative regulation, decree,
214 order or any provision of the Constitution or laws of the
215 State of Florida relating to the OOCEA or its affairs, or any
216 ordinance, resolution, agreement, or other instrument to which
217 the OOCEA is subject or by which it is bound.

218 G. To the OOCEA's knowledge, there is no action, suit, proceeding
219 or investigation at law or in equity before or by any court,
220 public board or body pending or, to the best knowledge of the
221 OOCEA, threatened against or affecting the OOCEA, where an
222 unfavorable decision, ruling or finding would materially
223 adversely affect the validity of this Agreement.

224
225 **Section 2.02. Representations of Seminole County.** Seminole
226 County makes the following representations as the basis for its
227 undertakings contained herein:

228
229 A. Seminole County is duly organized and validly existing as a
230 body politic and corporate agency of the State of Florida.

231 B. Seminole County has full power and authority to enter into
232 this Agreement and to carry out its obligations hereunder.

233 C. Seminole County is not in default under any provisions of the
234 laws of the State material to the performance of its
235 obligations under this Agreement.

236 D. Seminole County has duly authorized the execution and delivery
237 of this Agreement.

238 E. To Seminole County's knowledge, the authorization, execution
239 and delivery of this Agreement and the compliance by Seminole
240 County with the provisions herein will not conflict with or
241 constitute a material breach of, or default under, any
242 existing law, court or administrative regulation, decree,
243 order or any provision of the Constitution or laws of the
244 State of Florida relating to Seminole County or its affairs,
245 or any ordinance, resolution, agreement, or other instrument
246 to which Seminole County is subject or by which it is bound.

247 F. To Seminole County's knowledge, there is no action, suit,
248 proceeding or investigation at law or in equity before or by
249 any court, public board or body pending or, to the best
250 knowledge of Seminole County, threatened against or affecting
251 Seminole County, where an unfavorable decision, ruling or
252 finding would materially adversely affect the validity of this
253 Agreement.

254
255 **Section 2.3. Representations of the SCEA.** The SCEA makes the
256 following representations as the basis for its undertakings contained
257 herein:

- 259 A. The SCEA is duly organized and validly existing as a body
260 politic and corporate agency of the State of Florida.
261 B. The SCEA has full power and authority to enter into this
262 Agreement and to carry out its obligations hereunder.
263 C. The SCEA is not in default under any provisions of the laws of
264 the State material to the performance of its obligations under
265 this Agreement.
266 D. The SCEA has duly authorized the execution and delivery of
267 this Agreement.
268 E. To the SCEA's knowledge, the authorization, execution and
269 delivery of this Agreement and the compliance by the SCEA with
270 the provisions herein will not conflict with or constitute a
271 material breach of, or default under, any existing law, court
272 or administrative regulation, decree, order or any provision
273 of the Constitution or laws of the State of Florida relating
274 to the SCEA or its affairs, or any ordinance, resolution,
275 agreement, or other instrument to which the SCEA is subject or
276 by which it is bound.
277 F. To the SCEA's knowledge, there is no action, suit, proceeding
278 or investigation at law or in equity before or by any court,
279 public board or body pending or, to the best knowledge of the
280 SCEA, threatened against or affecting the, where an
281 unfavorable decision, ruling or finding would materially
282 adversely affect the validity of this Agreement.
283

284 **ARTICLE III**
285 **CONSIDERATION AND MUTUAL BENEFITS OF AGREEMENT**
286

287 By this agreement, both Seminole County and the SCEA,
288 respectively, grant to the OOCEA specified consents, delegations and
289 authorizations that the OOCEA must have in order to complete the
290 Wekiva Parkway. All such consents, delegations and authorizations are
291 granted to the OOCEA, subject to the OOCEA's ongoing observation of
292 specified conditions enumerated herein.
293

294 **ARTICLE IV**
295 **MEMBERSHIP OF OOCEA**
296

297 In consideration of the regional nature of the Wekiva Parkway
298 transportation facility, the citizens of Seminole County have a
299 reasonable desire to have a voice in the on-going operations and
300 management of the Parkway. Therefore, the OOCEA agrees that it will
301 actively support legislation to provide Seminole County with a
302 membership seat and vote on the OOCEA.
303

304 **ARTICLE V**
305 **WEKIVA PARKWAY**
306

307 **Section 5.01. In General.**
308

- 309 A. The Wekiva Parkway is being designed as a limited access
310 toll road beginning at the planned S.R. 429 interchange at

311 U.S. 441 in Apopka, Florida, continuing North and then East
312 along the current S.R. 46 alignment and connecting to
313 Interstate 4 at the S.R. 417 interchange in Sanford,
314 Florida, including a proposed S.R. 46 Bypass beginning at
315 U.S. 441 and S.R. 46 near Mount Dora, Florida, and
316 connecting to the Wekiva Parkway at a systems interchange.

317 B. In accordance with Section 348.7546, Florida Statutes, the
318 OOCEA is authorized to exercise its condemnation powers,
319 construct, finance, operate, own and maintain the Wekiva
320 Parkway as part of the OOCEA's long range capital
321 improvement plan. The project may be financed with any
322 funds available to the OOCEA for such purpose, or revenue
323 bonds issued by the OOCEA under Section 11, Article VII of
324 the State Constitution and Section 348.755(1)(b), Florida
325 Statutes.

326 C. Seminole County and the SCEA, respectively, consent to the
327 OOCEA exercising its power of eminent domain within the
328 jurisdiction of Seminole County, in accordance with the
329 requirements of general law, but such consent is strictly
330 limited in scope to the acquisition of those parcels and
331 property interests necessary for the Wekiva Parkway and
332 facilities appurtenant thereto. Such consent shall expire
333 when all such parcels and property interests have been
334 acquired, or when the OOCEA determines not to proceed with
335 the Project; or when this Agreement terminates, whichever
336 may come first. Seminole County and the SCEA, respectively,
337 further covenant and agree to permit the OOCEA to
338 peacefully and quietly hold, enjoy and operate the Wekiva
339 Parkway as a limited access toll road, without hindrance
340 from Seminole County, subject to the terms and conditions
341 of this Agreement.

342 D. Pursuant to the requirements of Sections 348.754(2)(n), and
343 348.952(2), Florida Statutes, Seminole County and the SCEA,
344 respectively, consent to the OOCEA developing,
345 constructing, operating and maintaining the Wekiva Parkway
346 within the jurisdiction of Seminole County, together with
347 the right to construct, repair, replace, operate, install
348 and maintain electronic toll payment systems thereon, with
349 all necessary and incidental powers to accomplish the
350 foregoing, and to do all acts and things necessary or
351 convenient for the conduct of the OOCEA's business and the
352 general welfare of the OOCEA, and in order to carry out the
353 powers granted to the OOCEA in Part V, Chapter 348, Florida
354 Statutes, or any other law.

355 E. The OOCEA agrees to grant to Seminole County an easement or
356 easements within the Wekiva Parkway right-of-way for
357 construction, installation and maintenance for regional
358 water and wastewater main; and shall further agree with
359 Seminole County, contingent upon Seminole County obtaining
360 necessary funding, to a separate joint project agreement to
361 include the design and construction of such regional

362 utility mains as part of the Wekiva Parkway project.
363 Seminole County shall own such utility mains.
364

365 **Section 5.02. Ownership.** The limited access portions of the
366 Wekiva Parkway shall be owned and operated by the OOCEA as a limited
367 access toll road in the manner that the OOCEA owns and operates the
368 other facilities that comprise its Expressway System, except as
369 conditioned by this Agreement.
370

371 **Section 5.03. Funding of Costs of Acquisition and Construction.**
372

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

399 **Section 5.04. Tolls, Collection and Enforcement.**
400

- 401 A. Subject to conditions stated herein, the OOCEA shall have the
402 sole authority and responsibility to establish toll rates for
403 the Wekiva Parkway, including any toll rate adjustments, in
404 accordance with the applicable rules and requirements of the
405 OOCEA.
406 The tolls charged at toll collection facilities within
407 Seminole County (as revised from time-to-time) must be non-
408 discriminatory compared to other segments of the OOCEA
409 Expressway.
- 410 B. The OOCEA shall be solely responsible for the collection of
411 tolls and the enforcement of toll violations on the Wekiva
412 Parkway.

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

428
429 **ARTICLE VI**
430 **PLANNING, DESIGN AND CONSTRUCTION**

431
432 **Section 6.01. Planning and Design.**
433

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

460
461 **Section 6.02. Construction.** The parties agree that the
462 construction of the Wekiva Parkway is tentatively scheduled to be
463 commenced by the OOCEA no later than _____, 201____. The parties
464 further agree that it may be necessary to develop the Wekiva Parkway

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

475
476 **Section 6.03. Indemnification.** To the extent permitted by law,
477 the OOCEA shall indemnify, defend and save Seminole County, its
478 agents, and employees, and, the SCEA, its agents, and employees,
479 harmless against all damages, claims, expenses, injuries and demands
480 of any kind arising from any decision, act, negligence or omission by
481 the OOCEA that may occur by reason of its obligations, arising out of
482 this Agreement. To the extent permitted by law, Seminole County and
483 the SCEA, respectively, shall indemnify, defend and save the OOCEA,
484 its agents, and employees, harmless against all damages, claims,
485 expenses, injuries and demands of any kind arising from any decision,
486 act, negligence or omission by Seminole County or the SCEA that may
487 occur by reason of its respective obligations arising out of this
488 Agreement.

489

490

ARTICLE VII

491

MISCELLANEOUS PROVISIONS

492

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

507

508 **Section 7.02. Cooperation with Representatives.** The parties
509 pledge mutual cooperation between all representatives of the OOCEA,
510 Seminole County. The parties shall provide such data, reports,
511 certifications and other documents or assistance reasonably requested
512 by the other. The provision of such information shall not in any
513 manner diminish the parties' rights or obligations under any other
514 provision hereof. The parties further agree to cooperate in the
515 development and execution of any ancillary agreements necessary to
516 carry out the terms and conditions of this Agreement.

517
518 **Section 7.03. Limitation on Third Party Beneficiaries.** This
519 Agreement shall not create any third party beneficiary hereunder, nor
520 shall this Agreement authorize anyone not a party hereto to maintain a
521 suit of any type whatsoever, including, but not limited to, a suit for
522 personal injury or property damage pursuant to the terms or provisions
523 hereof.

524
525 **Section 7.04. Governing Law.** This Agreement shall be governed
526 by and construed in accordance with the law of the State of Florida.

527
528 **Section 7.05. Notices and Communications.**

529
530 A. All notices required or permitted by law or by this Agreement
531 to be given to the parties shall be in writing and may be
532 given by either personal delivery or by registered or
533 certified U.S. Mail sent return receipt requested, or by a
534 recognized overnight courier service. Notices shall be sent
535 to the parties at the addresses set forth below or at such
536 other addresses as the parties shall designate to each other
537 from time to time in writing:

538
539 **Seminole County:**
540 Joseph Forte, Acting County Manager
541 Seminole County, Florida
542 1101 East First Street
543 Sanford, FL 32771

544
545 **With a copy to:**
546
547 Robert A. McMillan
548 County Attorney
549 1101 East First Street
550 Sanford, FL 32771-1468

551
552 **Seminole County Expressway Authority**
553 _____, Executive Director
554 520 W. Lake Mary Boulevard, Suite 200
555 Sanford, Florida 32773

556
557 **Orlando-Orange County Expressway Authority:**
558 Michael D. Synder, Executive Director
559 Orlando-Orange County Expressway Authority
560 4974 ORL Tower Road
561 Orlando, FL 32807

562
563 **With a copy to:**
564 Joesph Passiatore, General Counsel
565 Orlando-Orange County Expressway Authority
566 4974 ORL Tower Road
567 Orlando, FL 32807

569 B. Any notice or demand given, delivered or made by registered or
570 certified United States mail sent return receipt requested,
571 shall be deemed so given, delivered or made on the date of
572 actual receipt. Notices sent by overnight courier service
573 shall be deemed or made on the date of actual receipt. Any
574 notice, demand or document that is personally delivered shall
575 be deemed to be delivered upon receipt by the party to whom
576 the same is given, delivered or made. Notices given by
577 facsimile or telecopy shall not be deemed effective for
578 purposes of this Agreement.
579

580 **Section 7.06. Interpretation.** References to statutes or
581 regulations include all statutory or regulatory provisions
582 consolidating, amending, or replacing the statute or regulation
583 referred to. Words not otherwise defined that have well-known
584 technical or industry meanings, are used in accordance with such
585 recognized meanings. References to persons include their respective
586 permitted successors and assigns and, in the case of governmental
587 persons, persons succeeding to their respective functions and
588 capacities.
589

590 **Section 7.07. Severability.** The invalidity or unenforceability
591 of any portion or provisions of this Agreement shall not affect the
592 validity or enforceability of any other portion or provision. Any
593 invalid or unenforceable portion or provision shall be deemed severed
594 from this Agreement and the balance hereof shall be construed and
595 enforced as if this Agreement did not contain such invalid or
596 unenforceable portion or provision.
597

598 **Section 7.08. Opinions of Counsel.** If requested, each party
599 shall provide to the other an opinion of counsel regarding the
600 validity and enforceability of this Agreement.
601

602 **Section 7.09. Entire Agreement.** This Agreement, including the
603 Exhibits (if any) attached hereto, constitutes the entire and
604 integrated agreement between the parties hereto and supersedes and
605 nullifies all prior and contemporaneous negotiations, representations,
606 understandings and agreements, whether written or oral, with respect
607 to the subject matter hereof.
608

609 **Section 7.10. Waiver of Jury Trial.** Each party waives its
610 right to a trial by jury in any litigation or other court proceeding
611 with respect to any matter arising from or related to this Agreement.
612

613 **Section 7.11. Filing.** In accordance with Section 163.01(11),
614 Florida Statutes, this Agreement shall be filed with the Clerk of
615 Court of the Circuit Court for Seminole County, Florida, and with the
616 Clerk of Court of the Circuit Court for Orange County.
617

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

621 **IN WITNESS WHEREOF**, the parties have made and executed this
622 Agreement on the respective dates under each signature.

623
624 Orlando-Orange County Expressway Authority through its
625 Board of Directors, signed by and through its Executive
626 Director, authorized to execute this Agreement by Board
627 action on the ____ day of _____, 2010.

628
629 Seminole County through its Board of County Commissioners,
630 signed by and through its Chair or Vice Chair, authorized
631 to execute this Agreement by Board action on the ____ day
632 of _____, 2010.

633
634 Seminole County Expressway Authority through its Board of
635 Directors, signed by and through its Executive Director,
636 authorized to execute this Agreement by Board action on the
637 ____ day of _____, 2010.

638
639
640 ORLANDO-ORANGE COUNTY
641 EXPRESSWAY AUTHORITY

SEMINOLE COUNTY, FLORIDA

642
643
644 By: _____
645 Michael Snyder,
646 Executive Director

By: _____
Bob Dallari, Chair
Board of County
Commissioners

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

Approved as to form
by Office of County
Attorney Seminole County
Florida by Robert A.
McMillan, County
Attorney

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656 By: _____
657 Joseph Passiatore

By: _____
Robert A. McMillan

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660 _____
661 Maryanne Morse, Clerk to
662 the Board of County
663 Commissioners in and for
664 the County of Seminole,
665 Florida

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668 *[Balance of this page intentionally blank; signatory continues on page 14]*
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673 SEMINOLE COUNTY
674 EXPRESSWAY AUTHORITY

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678 By _____
679 Executive Director

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

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687 By: _____
688 Robert A. McMillan

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