



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32801

Legislation Text

File #: 26-0630, **Version:** 1

Interoffice Memorandum

DATE: May 13, 2026

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

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

CONTACT: Humberto Castillero, P.E., PTOE, Manager

PHONE: (407) 836-7891

DIVISION: Traffic Engineering Division

ACTION REQUESTED:

Approval and execution of (1) Locally Funded Agreement between the State of Florida Department of Transportation and Orange County Financial Project No.: 451372-1-52-01 and (2) Resolution of the Orange County Board of County Commissioners regarding the Locally Funded Agreement ("LFA") with the State of Florida Department of Transportation concerning State Road 438 (from Lake Stanley Road to Hiawasse Road) Project (FPN 451372-1-52-01), and resolution to execute same in the amount of \$151,250. District 6. (Traffic Engineering Division)

PROJECT: N/A

PURPOSE:

The Florida Department of Transportation (FDOT) proposes to construct a mast arm signal at SR 438 at Silkwood Circle and paint existing mast arms at SR 438 at Apopka-Vineland Road and SR 438 at Silkwood Circle. Orange County shall be responsible, in perpetuity, for the preventive and periodic maintenance of the mast arm signals, as stated in the Amendment to the Traffic Signal Maintenance and Compensation Agreement, Contract ARX38, dated October 4, 2016, and as amended from time to time.

After construction is complete, Orange County agrees to inspect, maintain, repair, and replace the mast arms in perpetuity in accordance with the terms of the Traffic Signal Maintenance and Compensation Agreement previously signed by the parties hereto and as specified in the LFA, Exhibit "A", Scope of Services. The parties agree that, upon installation, the mast arm structures shall be owned by FDOT and shall be entitled to always inspect the mast arm structures.

Orange County agrees that it will, on or before but no later than July 15, 2026, furnish to FDOT a lump sum contribution in the amount of \$151,250 to be used for the estimated Project cost for locally funded project number 451372-1-52-01.

BUDGET: N/A



OFFICE OF COMPTROLLER

**ORANGE
COUNTY
FLORIDA**

Phil Diamond, CPA
County Comptroller as
Clerk of the Board of County Commissioners
201 South Rosalind Avenue
Post Office Box 38
Orlando, FL 32802
Telephone: (407) 836-7300
Fax: (407) 836-5359

DATE: June 3, 2026

TO: Humberto Castillero, Manager
Traffic Engineering Division, BCC

FROM: Jennifer Lara-Klimetz, Manager *MF for JLK*
Comptroller Clerk of BCC

SUBJECT: Request for Execution of Documents, Public Works Department Consent
Item 5, Legislative File # 26-0630, June 2, 2026

Enclosed is the Locally Funded Agreement Financial Project No.: 451372-1-52-01 (2 originals) which was approved by the Board of County Commissioners (BCC) at its regular meeting held on June 2, 2026.

Please forward the documents to all required parties for signature.

Email copies of the fully-executed documents to ClerkofBCC@occompt.com and copy jennifer.mcgill@ocfl.net. Note: ClerkofBCC@occompt.com is used only for County staff submission of pending documents.

Please include in cover memo or subject line identification of the documents by name, agenda item number, and date of BCC approval. Emailed copies must be in full-size PDF format. The documents will be processed and filed for the record upon receipt.

If you are unable to return a copy of the fully-executed documents before July 2, 2026, notify the Clerk's Office by email of the reason for the delay prior to that date.

If you have any questions, please do not hesitate to call.

jlj:mf

Enclosures (2)

dl: Joseph C. Kunkel, Director, Public Works Department, BCC [email]

Jon Weiss, Deputy County Administrator, BCC [email]

Avanti Minns-Griffith, Executive Assistant, Public Works Department, BCC [email]

Pending File

BCC Mtg. Date: June 2, 2026

Agency: Orange County Vendor No.: F596000771002	Fund: LF Contract Amount: \$151,250.00	Financial Project No.: 451372-1-52-01
--	---	--

**LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
ORANGE COUNTY**

This **AGREEMENT**, made and entered into _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "DEPARTMENT") and ORANGE COUNTY, (hereinafter referred to as the "LOCAL GOVERNMENT"),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT, by Resolution, a copy of which is attached hereto as Exhibit "C", and made a part hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five-Year Work Program, to undertake the project described as: "State Road 438 (from Lake Stanley Road to Hiawassee Road)", said project being known as Financial Project Number (FPN) 451372-1-52-01, hereinafter referred to as the "Project"; and

WHEREAS, the Project is not revenue producing and is contained in the Adopted Work Program; and

WHEREAS, the implementation of the Project is in the interests of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to provide the funds: for various safety improvements, including the painting existing mast arms and the installation of newly painted mast arms, in Fiscal Year 2026/2027, said Project being known as FPN 451372-1-52-01, and said improvements shall hereinafter be referred to as the "Additional Improvements"; and

WHEREAS, in order to maintain uniformity throughout the Project and to provide for the Additional Improvements in a cost-effective manner, the LOCAL GOVERNMENT desires to have

said Additional Improvements made a part of the Project and to provide funding to the DEPARTMENT to be used for the Additional Improvements as described in "Exhibit A";

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. The term of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all services required of the LOCAL GOVERNMENT. The DEPARTMENT may, at any time and at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interests of the public.

2. The DEPARTMENT shall cause the Additional Improvements described in Exhibit "A" to be incorporated into the DEPARTMENT'S plans for the State Road 438 (from Lake Stanley Road to Hiawasse Road) Project and to be constructed as a part of said Project.

3. The DEPARTMENT shall perform necessary preliminary engineering, prepare any and all design plans, acquire all necessary right-of-way, perform the construction, provide all necessary engineering supervision, and otherwise perform all other necessary work, all as may be applicable for the Project as previously defined. The Project as previously defined may include some or all of the foregoing activities. Nothing in this Agreement may be construed as requiring the DEPARTMENT to perform any activity which is outside the scope of the Project as previously defined. Except as specifically stated otherwise in this Agreement, all such activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in its sole discretion, deems appropriate. The LOCAL GOVERNMENT shall not have any jurisdiction or control over the DEPARTMENT'S activities, except as specifically stated in this Agreement. The LOCAL GOVERNMENT shall be entitled to be advised of the progress of the Project at reasonable intervals upon request.

4. After construction is complete, the LOCAL GOVERNMENT agrees to inspect, maintain, repair and replace the mast arms in perpetuity in accordance with the terms of the Traffic Signal Maintenance and Compensation Agreement previously signed by the parties hereto and as specified in Exhibit "A", Scope of Services. The parties agree that, upon installation, the mast arm structures shall be owned by the DEPARTMENT and the DEPARTMENT shall be entitled to inspect the mast arm structures at all times.

5. Contribution by the LOCAL GOVERNMENT of the funds for the construction phase of the Project shall be made as follows:

(A) The DEPARTMENT'S current estimate of cost for the Additional Improvements is **\$151,250.00 (One Hundred Fifty-One Thousand Two Hundred Fifty Dollars And No/100)**. This amount is based on the Estimate, Exhibit "B" attached hereto.

The DEPARTMENT'S performance and obligation to construct the Project is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving written notice to the LOCAL GOVERNMENT to that effect.

(B) The LOCAL GOVERNMENT agrees that it will, on or before but no later than **July 15, 2026**, furnish the DEPARTMENT a lump sum contribution in the amount of **\$151,250.00 (One Hundred Fifty-One Thousand Two Hundred Fifty Dollars and No/100)** to be used for the estimated Project cost for locally funded project number 451372-1-52-01. The DEPARTMENT may utilize this contribution for payment of the cost of the Project.

(C) If the actual cost of the Additional Improvements is less than the funds provided, the excess will be applied to other phases on the Project.

(D) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit.

(E) The DEPARTMENT and the LOCAL GOVERNMENT agree that the lump sum contribution shall be an asset of the DEPARTMENT and that it constitutes a full and final payment for the cost of the work, without any requirement for a subsequent accounting for the use of the contribution.

(F) Contact Persons:

DEPARTMENT

District 5 Local Government Agreements
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720-6834
(386) 943-5623
D5-LGA@dot.state.fl.us

LOCAL GOVERNMENT

Humberto Castillero, P.E., PTOE
Traffic Engineering Division Manager
Orange County
4200 South John Young Parkway
Orlando, Florida 32839-9205
(407) 836-7891
Humberto.Castillero@ocfl.net

6. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without

restriction or limitation on their use. The LOCAL GOVERNMENT may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT.

7. In the event this Agreement is in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) or has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

8. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL GOVERNMENT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by such party in conjunction with this Agreement.

9. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

10. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

11. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

- (A) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and
- (B) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

The remainder of this page intentionally left blank.

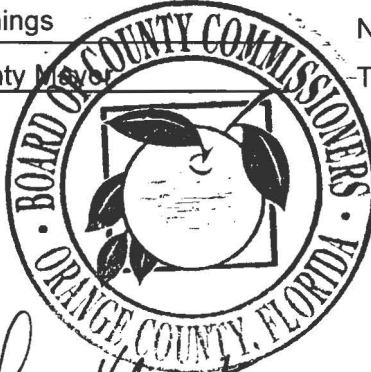
IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement on
JUN 02 2026, and the DEPARTMENT has executed this Agreement on
 _____.

ORANGE COUNTY, FLORIDA

**STATE OF FLORIDA
 DEPARTMENT OF TRANSPORTATION**

By: *Bryan Demings*
 Name: Jerry L. Demings
 Title: Orange County Mayor

By: _____
 Name: James S. Stroz, Jr., P.E.
 Title: Director of Transportation Development



Attest:

Jennifer Jan-Kinney

Attest:

 Executive Secretary

Legal Review:

Legal Review:

 LOCAL GOVERNMENT Attorney

 DEPARTMENT Attorney

Financial Provisions Approval by
 Department of Comptroller on:

July 8, 2019

EXHIBIT "A"

SCOPE OF SERVICES

The purpose of this project is to enhance safety along Silver Star Road (State Road "SR" 438) between Lake Stanley Road and Hiawassee Road east of Ocoee. Proposed improvements include:

- a. Reconstructing the signalized intersection along SR 438 at Hiawassee Road to include new "Yield to Pedestrians" signs, reconstructed pedestrian curb ramps, and audible pedestrian countdown signals.
- b. Upgrade the signalized intersection at Apopka-Vineland Road to include new "Yield to Pedestrians" signs, reconstructed pedestrian curb ramps, and audible pedestrian countdown signals.
- c. Reconstructing or restoring signal mast arm poles.
- d. Providing special emphasis crosswalks and upgraded pedestrian curb ramps at the intersections at Bon Air Drive, Laurel Hill Drive and Renegade Drive.
- e. Creating a signalized restricted crossing intersection with a reconstructed bi-directional median at Silkwood Circle. The reconstructed median will provide a pedestrian refuge, and new special-emphasis crosswalks will be added.

The LOCAL GOVERNMENT wishes to provide some additional safety improvements at the following locations along State Road 438:

1. Paint four (4) existing mast arms at this intersection. These mast arms will be painted semi-gloss black (Federal Standard Color: 27038) – (SR 438 at Apopka-Vineland Road).
2. Install and paint two (2) new mast arms in lieu of installing new strain poles. These mast arms will be painted semi-gloss black (Federal Standard Color: 27038) - (SR 438 at Silkwood Circle).

The DEPARTMENT'S Contractor shall construct the Additional Improvements as part of the construction contract for SR 438 (from Lake Stanley Road to Hiawassee Road).

The LOCAL GOVERNMENT is responsible for the cost difference between the standard strain pole system and the mast arm structures. The LOCAL GOVERNMENT shall be responsible, in perpetuity, for the preventive and periodic maintenance of the mast arm signals, as stated in the Amendment to the Traffic Signal Maintenance and Compensation Agreement, Contract ARX38, dated October 4, 2016, and as amended from time to time.

The remainder of this page intentionally left blank.

EXHIBIT “B” ENGINEER’S ESTIMATE

The estimate is based on Statewide and District Average Bid Price for the following items
times an escalation to bring the cost up to the construction fiscal year.

PAGE NUMBER	1 OF 2
FINANCIAL PROJECT ID #	451372-1-52-01
PROJECT DESCRIPTION	SR 438 Safety Improvements from Lake Stanley Road to Hiawassee Road. This cost estimate includes: 1. SR 438 at Apopka-Vineland Rd - LFA estimate for painting the existing mast arms to remain. 2. SR 438 at Silkwood Cir - LFA estimate for difference in cost to install new mast arms instead of strain poles. 3. SR 438 at Silkwood Cir – Paint for the newly installed mast arms.
PAY ITEM SPEC YEAR	FY 2026-27
SUBMITTAL TYPE	Engineers Estimate (Other)
COUNTY	Orange
DATE	February 25, 2026
ENGINEERING CONSULTANT FIRM:	ELEMENT Engineering Group
CONTACT NAME	Vicken Serpekian, PE, PTOE
PHONE NUMBER:	(813) 386-2101

COMPONENT GROUPS	
500-Signalization	\$125,000.00
COMPONENT SUB-TOTAL	\$125,000.00
(102-1) MOT (Maintenance of Traffic) - 10%	\$ 12,500.00
SUB-TOTAL	\$137,500.00
(102-1) MOB (Mobilization) - 10%	\$13,750.00
SUB-TOTAL	\$151,250.00
PU (Project Unknowns)	
SUB-TOTAL	\$151,250.00
(999-25) Initial Contingency (Do Not Bid)	
PROJECT GRAND TOTAL	\$151,250.00

NOTES: Unit prices are based on previous itemized bids and FDOT historical cost averages.

PAGE NUMBER				2 OF 2	
Pay Item Number	Item Description	Unit	Quantity	Unit Cost	Total Cost
0634-4-153	Span Wire Assembly, Furnish & Install, Two Point, Box or Drop Box	PI	1	-\$15,000.00	(\$15,000.00)
0641-2-18	Prestressed Concrete Pole, Furnish & Install, Type P-VIII	EA	4	-\$35,000.00	(\$140,000.00)
0649-21-10	Steel Mast Arm Assembly, Furnish & Install, Single Arm 60'	EA	2	\$100,000.00	\$200,000.00
0649-28-1	Painting Existing Mast Arm Assembly – Local Funds	EA	4	\$15,000.00	\$60,000.00
0649-8-1	Painting New Mast Arm Assembly, Manufacturer Applied – Local Funds	EA	2	\$10,000.00	\$20,000.00
500-Signalization		COMPONENT TOTAL			\$125,000.00

The remainder of this page intentionally left blank.

EXHIBIT “C”

RESOLUTION

The Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.