

<b>Agency: Orange County</b> <b>Vendor No: F596000773231</b>	<b>Fund: LF</b> <b>Contract Amount: ~\$6,000,000.00</b> <b>(Preliminary Estimate)</b>	<b>Financial Management No.:</b> <b>429215-2-22-02_____</b>
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**LOCALLY FUNDED AGREEMENT  
BETWEEN  
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
ORANGE COUNTY, FLORIDA**

This **AGREEMENT**, made and entered into this \_\_\_\_\_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the “DEPARTMENT”) and ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (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 “B”, and made apart hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is preparing to undertake the Project Development and Environmental Study (PD&E) for the Sunshine Corridor in coordination and consultation with the Central Florida Commuter Rail Commission, a legal entity and public body created by Interlocal Governance Agreement pursuant to Section 163.01, Florida Statutes (“CFCRC”), 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”), Volusia County, a charter county and political subdivision of the State of Florida (“Volusia County”), the City of Orlando, a municipal corporation of the State of Florida (the “City of Orlando”), collectively referred to herein as the “Parties”; and

WHEREAS, The Sunshine Corridor and its proposed passenger rail transportation program focuses on linking the Orlando International Airport (MCO), the Orange County Convention Center (OCCC), and South International Drive (SID) to the existing Central Florida Rail Corridor. The Sunshine Corridor is designed to address the mobility, economic, environmental and safety needs of Central Florida, one of the fastest growing populations in the country; and

WHEREAS, the Sunshine Corridor leverages previous and planned modal investments in the Central Florida Region to significantly increase mobility options for residents, workers, and visitors through the construction of a new passenger rail corridor; and

WHEREAS, pursuant to Section 341.302, Florida Statutes, the DEPARTMENT has the duty and responsibility to develop and implement a rail program of statewide application designed to ensure the proper maintenance, safety, revitalization, and expansion of the rail system to assure its continued and increased availability to respond to statewide mobility needs, which responsibility and duty includes, but is not limited to, managing the State's rail-planning process, part of which involves identification of new, intercity rail corridors through the Federal Rail Administration ("FRA") Corridor Identification Program, as well as developing and carrying out a unified State plan to enhance the State's rail system to improve passenger, both commuter and intercity, and freight mobility; and

WHEREAS, in spring 2022, the DEPARTMENT established the Sunshine Corridor Steering Committee and Policy and Technical Working Group (the "Sunshine Corridor Working Group") to bring together all potential program partners for regular discussions and coordination; and

WHEREAS, on July 29, 2022, FDOT formally delivered a Sunshine Corridor White Paper ("White Paper") to Mr. Keith Melton, Director of Planning and Program Development, Federal Transit Administration ("FTA"), Region 4 office. The White Paper was completed collaboratively by the Sunshine Corridor Working Group, made up of the Parties, as well as other non-parties to this Agreement, and provided a high-level overview of the Sunshine Corridor, which White Paper is incorporated herein by reference; and

WHEREAS, on September 22, 2022, the CFCRC passed a resolution memorializing its support of the Sunshine Corridor to advance the Airport to OCCC to

South International Drive segments as a SunRail expansion project in pursuit of federal funding, which resolution is incorporated herein by reference; and

WHEREAS, the DEPARTMENT, with support from the Sunshine Corridor Working Group, agreed to prepare a Transit Concept and Alternatives Review (TCAR) Study as a key step in the State's process to prepare for project development; and

WHEREAS, the TCAR Study was completed in April 2024 with commuter rail identified as the recommended alternative for the reasons outlined in the TCAR which is incorporated herein by reference; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five-Year Work Program, to undertake further studies of the Sunshine Corridor as further defined within the attached Scope of Services, Exhibit "A", said study(ies) being known as Financial Management (FPN) Number 429215-2-22-02 hereinafter referred to as the "Project" or "Study"; and

WHEREAS, the proposed alignment of the Sunshine Corridor has the potential to impact and interact with certain real property, infrastructure and systems owned and controlled by various Parties, to include LOCAL GOVERNMENT; and

WHEREAS, the Parties, to include the LOCAL GOVERNMENT recognize that collaboration in and amongst each other will necessarily continue to monitor, coordinate, and support the Sunshine Corridor as well as the Project with the vision to expand commuter rail service within the Central Florida region allowing for both commuter and potential intercity rail to coexist, expanding multimodal options for the Central Florida community; and

WHEREAS, in the spirit of the aforementioned collaboration, the Parties, to include the LOCAL GOVERNMENT, have met to discuss certain preliminary terms and conditions related to the Sunshine Corridor and the Project and recognize the need to memorialize those efforts, terms and agreements; 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 funds for the Project in the DEPARTMENT'S Fiscal Year 2025/2026 budget; and

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 perform the Study and otherwise perform all other necessary work to complete the Project, as specified in Exhibit "A" attached hereto and by this reference made a part hereof. Nothing herein shall 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.

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

(A) The DEPARTMENT'S current and preliminary estimated cost of the Project is **\$6,000,000 (Six Million Dollars and No/100)**. 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 and provided that any unused LOCAL GOVERNMENT funds are refunded as required in Section 3(G).

(B) The LOCAL GOVERNMENT understands that they are responsible for a share of the estimated Project cost along with the possibility of other local government entities contributing cash or other goods or services of value.

(C) The LOCAL GOVERNMENT agrees that, so long as the DEPARTMENT provides the LOCAL GOVERNMENT a minimum of forty-five (45) days written notice prior to the DEPARTMENT'S Project advertisement date, the LOCAL

GOVERNMENT will, at least fourteen (14) calendar days prior to the DEPARTMENT'S advertising the Project for bid, furnish the DEPARTMENT a contribution in the amount of **Five Hundred Thousand Dollars and 00/100 (\$500,000.00)** to be used for the estimated Project cost for locally funded project number FPN# 429215-2-22-02. The Department may utilize this contribution for payment of the costs of the Project.

(D) If the actual costs of the Project increase, the DEPARTMENT will notify the LOCAL GOVERNMENT as soon as it becomes apparent the Project costs, plus allowances, are in excess of the advance deposit amount. In such instance, the DEPARTMENT and the LOCAL GOVERNMENT will work together with the Parties to determine whether additional funds are available from the LOCAL GOVERNMENT or other Parties for contribution towards the Project. Any additional cost borne by the DEPARTMENT must be statutorily allowed for the DEPARTMENT to pay the additional cost.

(E) If the actual costs of the Project are less and the LOCAL GOVERNMENT'S share of the Project costs are reduced, the DEPARTMENT will refund the amount that the advance deposit exceeds the original estimated amount if such refund is requested by the LOCAL GOVERNMENT in writing. If so requested, such refund will be a pro-rata distribution of the remaining funds based on the initial contribution(s) towards the total Project costs, plus any additional amounts paid by the LOCAL GOVERNMENT and the Parties.

(F) The payment of funds under this Locally Funded Agreement will be made directly to the Department for deposit and as provided in the attached Escrow Agreement between LOCAL GOVERNMENT, DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury. Failure to make said deposit may result in termination of this Agreement and with each of the other entities as referenced or outlined in paragraph 3B above. The DEPARTMENT will draw funds from this escrow account as the DEPARTMENT records expenditures on the Project. Interest is earned on the deposit(s) for the benefit of the Project and will remain in the escrow account to be used for the Project and any cost overruns. Upon completion of the Project, excess principal and interest, if any, will be returned to the LOCAL GOVERNMENT as outlined herein.



(G) The DEPARTMENT'S performance and obligation to complete the Project/Study 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. The DEPARTMENT will return any unused LOCAL GOVERNMENT funds to the LOCAL GOVERNMENT within sixty (60) calendar days following termination of this Agreement and as provided for in Section 3(E) above as a pro-rata distribution.

(H) The DEPARTMENT and the LOCAL GOVERNMENT agree that the lump sum contribution shall be an asset of the DEPARTMENT without any requirement for a subsequent accounting for the use of the contribution. As referenced above in subsection (D), should costs of the Project increase, the Parties will work together to identify additional sources of funds to ensure that the Project is fully funded.

(I) Contact Persons:

**DEPARTMENT**

District 5 Local Programs  
719 South Woodland Boulevard, Mail Station 4-520  
DeLand, Florida 32720-6834  
(386) 943-5452  
[D5-LocalPrograms@dot.state.fl.us](mailto:D5-LocalPrograms@dot.state.fl.us)

**LOCAL GOVERNMENT**

Renzo Nastasi  
Chief Transportation Advisor  
Orange County  
4200 South John Young Parkway  
Orlando, Florida 32839  
407-836-7974  
[renzo.nastasi@ocfl.net](mailto:renzo.nastasi@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 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.



IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement  
\_\_\_\_\_, and the DEPARTMENT has executed this Agreement  
this \_\_\_\_\_.

**ORANGE COUNTY, FLORIDA**

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Jerry L. Demings

Name: \_\_\_\_\_

Title: Orange County Mayor

Title: Director of Transportation Operations

Attest: Phil Diamond, CPA, Comptroller  
As Clerk of the Board of County Commissioners

Attest:

\_\_\_\_\_  
By: Deputy Clerk

\_\_\_\_\_  
Executive Secretary

Date: \_\_\_\_\_

Legal Review:

\_\_\_\_\_  
Financial Provision Approval by  
Department of Comptroller on:

Date? \_\_\_\_\_

## Exhibit "A"

# SCOPE OF SERVICES

## Sunshine Corridor PD&E

FPN#: 429215-2-22-02

### **Introduction**

The Sunshine Corridor is a study for a multi-modal system to the Orlando International Airport (MCO) from existing SunRail line and east to the Orange County Convention Center (OCCC) and southwest to South International Drive (I-Drive). With the desired implementation of expanded SunRail service, further analysis of the proposed Sunshine Corridor is warranted. That is the subject of the PD&E Study.

This PD&E Study (the Study and/or the Project [defined above and herein]) is being conducted in coordination and consultation with the City of Orlando, Volusia County, Seminole County, Orange County, Osceola County. The Study is a continuation and expansion of the Transit Concept & Alternatives Review (TCAR) Study that was completed by the Department in the Spring of 2024.

### **Description of Conceptual Alternatives**

Expanding on the recommended alternative of Commuter Rail from the TCAR Study, up to four (4) alternate corridors will be developed for the system, including: No Build Alternative (make minimal improvements within the corridor), Build Alternative(s), and the Preferred Alternative for the Sunshine Corridor.

### **Work Plan for the Alternatives Screening and PD&E Study**

A Work Plan for the proposed Sunshine Corridor will be developed to describe the scope of work in connection with the Alternatives Screening and PD&E Study necessary to comply with FTA requirements and lead to the identification of a Locally Preferred Alternative (LPA) for a multi-modal rail system from MCO to the South IDrive Corridor. This Alternatives Screening and PD&E Study is being conducted in coordination and consultation with City of Orlando, Volusia County, Seminole County, Orange County, and Osceola County.

The Alternatives Screening and environmental phases of project development will fulfill the requirements of the Florida Department of Transportation (FDOT) Project Development and Environment (PD&E) Manual, published 7/31/24, and all subsequent revisions, and the State of Florida's environmental policies, and FTA and FRA requirements concerning the assessment of the environmental impacts of major projects. Note: While the Study and PD&E process may assist in potential entry into FTA's Project Development process, the Study and PD&E process is separate from FTA's Project Development process and such FTA Project Development efforts are not included in this Scope or in this Agreement.

This Study will be coordinated with SunRail and any ongoing and/or other planned projects that may affect this Study. Coordination will occur with local governmental entities to ensure design and right-of-way requirements for the Sunshine Corridor are compatible with local public works improvements and right-of-way activities and with a wide array of stakeholders.

## **1.0 Public Involvement**

Critical to the success of any transportation project is the effective involvement of the public and impacted agencies. Key to the success of a public involvement effort is the ability to address competing demands of the public and partner agencies; obtain consensus; and ultimately implement a project that is practical, affordable, achieves project goals, and strikes a balance between the public's needs and agency directives. Public involvement includes communicating to and receiving information from all interested persons, groups, and government organizations regarding the development of the project.

## **2.0 Engineering Analysis and Reports**

The appropriate level of engineering analysis for this Study will be performed. All relevant past transportation and development studies and documents shall be reviewed for the Study.

A draft report documenting the alternatives and recommendations will be prepared and submitted to the FDOT for review by the established rail program technical review team. Once the report has been revised, it will then be submitted to the Parties for review and comment. The comments from the Parties will then be reviewed for incorporation into the report. This report will incorporate previously developed materials documenting earlier tasks in the Study and will identify a Preferred Alternative related to the transit alignment, stations, and storage/maintenance facility to be developed for the Sunshine Corridor.

## **3.0 Environmental Analysis and Reports**

The Environmental Documents prepared by the Consultant will comply with the procedures listed in the PD&E Manual, Part 1, and will also follow the format and include content described in Part 2 of the PD&E Manual. The task of documentation includes the preparation of draft and interim reports prepared by the Consultant for review and comment prior to producing final reports and documents.

## Exhibit “B” Resolution

FPN#: 429215-2-22-02