



**Interoffice Memorandum**

February 8, 2024

TO: Mayor Jerry L. Demings  
-AND-  
County Commissioners

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

CONTACT PERSON: Brian R. Sanders, Interim Manager  
Transportation Planning Division

PHONE NUMBER: (407) 836-8022

SUBJ: **March 5, 2024-Consent Item**  
**Resolution and Locally Funded Agreement Between the State of Florida**  
**Department of Transportation and Orange County-State Road 50/Colonial**  
**Drive Intersections of State Road 50 with Corner School Drive**

Pursuant to the Resolution and Locally Funded Agreement (LFA), the State of Florida Department of Transportation (FDOT), at the request of Orange County, shall install new galvanized mast arm signals at the intersection of State Road 50 (Colonial Drive) and Corner School Drive in Fiscal Year 2023/2024. This work is an upgraded improvement to FDOT's standard strain pole signal. The project will be added to the Adopted Five-Year Work Program described as, "State Road 50 / Colonial Drive Intersection of State Road 50 with Corner School Drive", FM# 452932-1-52-01. The County shall therefore pay FDOT \$295,868 to offset the mast arm upgrade cost incurred by the State.

The County Attorney's Office, Risk Management Division, and Transportation Planning Division have reviewed the subject agreement and find it acceptable.

**Action Requested: Approval and execution of (1) Financial Management Number 452932-1-52-01 Resolution of the Orange County Board of County Commissioners regarding the Locally Funded Agreement with the State of Florida Department of Transportation Concerning State Road 50/Colonial Drive Intersection of State Road 50 with Corner School Drive and (2) Locally Funded Agreement between the State of Florida Department of Transportation and Orange County FPN: 452932-1-52-01. District 5.**

JCK/BRS/ep

Attachment

<b>Agency: Orange County</b> <b>Vendor No.: F596000773011</b>	<b>Fund: LF</b> <b>Contract Amount: \$295,868.00</b>	<b>Financial Project No.:</b> <b>452932-1-52-01</b>
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**LOCALLY FUNDED AGREEMENT  
BETWEEN  
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
ORANGE COUNTY**

This **AGREEMENT**, made and entered into 03/15/2024 | 9:25 AM EDT,  
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 apart 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 50 / Colonial Drive  
Intersections of State Road 50 with Corner School Drive”, said project being known as Financial  
Project Number (FPN) 452932-1-52-01, 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 to: upgrade signals from  
standard strain pole to mast arms, in Fiscal Year 2023/2024, said Project being known as FPN  
452932-1-52-01, 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 50 / Colonial Drive Intersections of State Road 50 with Corner School Drive 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 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.

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 **\$295,868.00 (Two Hundred Ninety-Five Thousand Eight Hundred**

**Sixty-Eight 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 **March 01, 2024**, furnish the DEPARTMENT a lump sum contribution in the amount of **\$295,868.00 (Two Hundred Ninety-Five Thousand Eight Hundred Sixty-Eight Dollars and No/100)** to be used for the estimated Project cost for locally funded project number 452932-1-52-01. 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 Programs  
719 South Woodland Boulevard, M.S. 4-520  
DeLand, Florida 32720-6834  
(386) 943-5486  
[D5-LocalPrograms@dot.state.fl.us](mailto:D5-LocalPrograms@dot.state.fl.us)

**LOCAL GOVERNMENT**

Brian Sanders, P.E.  
Assistant Manager, Transportation Planning Division  
Orange County  
4200 South John Young Parkway  
Orlando, Florida 32839  
(407) 836-8022  
[Brian.sanders@ocfl.net](mailto:Brian.sanders@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.

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FPN: 452932-1-52-01

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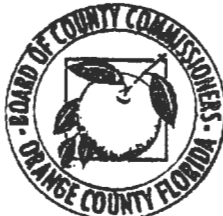
IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement on  
March 5, 2024, and the DEPARTMENT has executed this Agreement on  
03/15/2024 | 9:25 AM EDT

**ORANGE COUNTY**By: See attached signature pageName: Bruno BrownTitle: County Administrator**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

DocuSigned by:

C. Jack AdkinsBy: 1752524FC337485...Name: C. Jack AdkinsTitle: Director of Transportation Development

Attest:


Jennifer Horn-Kline  
 Deputy Clerk

Attest:

DocuSigned by:

Omayra Wallace

F480974AB8374A7

Executive Secretary

Legal Review:

LOCAL GOVERNMENT Attorney

Legal Review:

DocuSigned by:

Daniel McDermott

806E91E06D8A46D

DEPARTMENT Attorney

Financial Provisions Approval by  
 Department of Comptroller on:

July 8, 2019

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

**RECIPIENT ORANGE COUNTY**

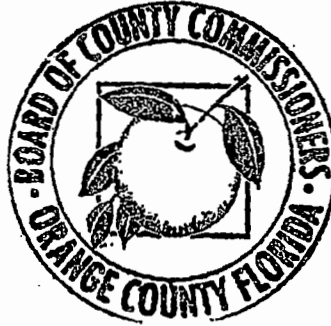
**By: Board of County Commissioners**

By: *Jerry L. Demings*  
for Jerry L. Demings, County Mayor

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

By: *Jennifer Lara-Klimetz*  
Deputy Clerk

Printed name: Jennifer Lara-Klimetz



**EXHIBIT "A"****SCOPE OF SERVICES**

The LOCAL GOVERNMENT wishes to upgrade from standard strain pole structures to mast arm structures at the Intersection of State Road 50 and Corner School Drive.

The DEPARTMENT'S Contractor shall construct the Additional Improvements as part of the construction contract for State Road 50 / Colonial Drive Intersections of State Road 50 with Corner School Drive.

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 for preventive and periodic maintenance of the mast arm signals, in perpetuity, as stated in the Amendment to the Traffic Signal Maintenance and Compensation Agreement, contract ARX38, dated June 18, 2015 and as amended from time to time.

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**EXHIBIT "B"****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.

ENGINEERS OPINION OF COST COMPARISON BETWEEN STRAIN POLE AND MAST ARM SIGNAL  
 452932-1-52-01 STATE ROAD 50 NEW SIGNAL AT CORNER SCHOOL DRIVE  
 LOCATION MILE POST 16.309  
 Orange County maintained signal  
 2023-10-04

PAY ITEM	PAY ITEM DESCRIPTION	UNITS	QUANTITIES	UNIT PRICE	TOTAL
0634-4-151	SPAN WIRE ASSEMBLY, F&I, TWO POINT, PERPENDICULAR	PJ	1	\$8,950.00	\$8,950.00
641-2-18	PRESTRESSED CONCRETE POLE, F&I, TYPE P-VIII	EA	4	\$19,551.00	\$78,204.00
					\$0.00
					\$0.00
					\$0.00
STRAIN POLE ITEMS TO BE REPLACED SUBTOTAL					\$87,154.00
649-21-27	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM (78'-78')	EA	1	\$200,000.00	\$200,000.00
649-21-21	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 78'	EA	1	\$93,493.67	\$93,493.67
649-21-15	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 70'	EA	1	\$ 89,528.00	\$89,528.00
					\$0.00
					\$0.00
MAST ARM ADDITIONAL ITEMS SUBTOTAL					\$383,021.67
PROTECT TOTAL COST DIFFERENCE FOR MAST ARMS AT CORNER SCHOOL DRIVE MP 16.309					\$295,867.67

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**EXHIBIT "C"**  
**RESOLUTION**

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

**Financial Management Number 452932-1-52-01**

# **RESOLUTION**

*of the*

## **ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS**

*regarding the*

### **LOCALLY FUNDED AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION CONCERNING STATE ROAD 50 / COLONIAL DRIVE INTERSECTION OF STATE ROAD 50 WITH CORNER SCHOOL DRIVE**

**Resolution No. 2024 - M-06**

**WHEREAS**, today, the Board of County Commissioners is approving a Locally Funded Agreement with the State of Florida Department of Transportation concerning SR 50/Colonial Drive Intersection of State Road 50 with Corner School Drive, identified with Financial Management Number 452932-1-52-01 (the "LFA"); and

**WHEREAS**, a requirement of the LFA is that Orange County adopt a Resolution authorizing its officials to execute the LFA on its behalf.

**NOW, THEREFORE, BE IT RESOLVED BY THE ORANGE COUNTY  
BOARD OF COUNTY COMMISSIONERS:**

***Section 1. Authorization for County Mayor to Execute the LFA (Financial Management Number 452932-1-52-01).*** The County Mayor is hereby authorized to execute the above referenced LFA with the FDOT on behalf of the Board of County Commissioners and the County. Upon its execution, a copy of this Resolution shall be attached as Exhibit "C" to the LFA.

**Section 2. Effective Date.** This Resolution shall take effect on the date of its adoption.

ADOPTED this 5 day of March, 2024.

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: *Jerry L. Demings*  
for Jerry L. Demings, County Mayor

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

By: *Jennifer Lara-Klimetz*  
Deputy Clerk

Print Name: Jennifer Lara-Klimetz

