

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Local Funding Reimbursement Agreement  
between The State of Florida Department of Transportation and Seminole County  
for the Design of U.S. Highway 17/92 from the Orange County Line Northward to  
Lake of the Woods Boulevard.

**DEPARTMENT:** PUBLIC WORKS **DIVISION:** ENGINEERING

**AUTHORIZED BY:** W. Gary Johnson **CONTACT:** Lenor McLean  
W. Gary Johnson, P.E., Director Jerry McCollum, P.E., County Engineer  
EXT. 2094

Agenda Date 11/18/03 Regular  Consent  Work Session  Briefing   
Public Hearing – 1:30  Public Hearing – 7:00

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the Joint Participation Agreement with the Florida Department of Transportation and Seminole County for design of U.S. Highway 17/92 from the Orange County Line to Lake of the Woods Boulevard.

**BACKGROUND:**

This Joint Participation Agreement (JPA) covers the preliminary engineering and preparation of all design plans for the project. This JPA has been prepared pursuant to consensus of the Board of County Commissioners during the Transportation and Budget presentations in 2003. The County will be reimbursed for these services in an amount not to exceed \$1,200,000.00 beginning in the Department's Fiscal Year 2007/2008.

District 4 – Commissioner Carlton Henley

Attachment: Joint Participation Agreement

Reviewed by: SN  
Co Atty: SN  
DFS: \_\_\_\_\_  
Other: \_\_\_\_\_  
DCM: AS  
CM: AS  
File No. CPWE02

<b>Financial Management Numbers:</b> 414779-1-38-01 Agency: Seminole County Contract No:	<b>Fund: LFR    Function: 119</b> Federal Aid No. NA Catalog of Federal Domestic Assistance No: NA	<b>SAMAS Approp: 088849</b> SAMAS Obj: 131521 Org. Code: 55053010541 Vendor No.: F596000523018
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**LOCAL FUNDING REIMBURSEMENT AGREEMENT**  
**BETWEEN**  
**THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**  
**AND**  
**SEMINOLE COUNTY**

This Agreement by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the DEPARTMENT) and SEMINOLE COUNTY a 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 DEPARTMENT is prepared, in accordance with its Adopted Five Year Work Program, to undertake the project described in Exhibit "A" attached hereto and by this reference made a part hereof, in the DEPARTMENT'S Fiscal Year 2007/2008, said project being known as FM#414779-1-32-01 and FM#414779-1-A8-01, Design of US Highway 17/92 From the Orange County Line Northward to Lake of the Woods Boulevard, Seminole County, hereinafter referred to as the "PROJECT"; and

WHEREAS, the PROJECT is on the State Highway System, 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 advance the funds for the project and to perform the services to complete the PROJECT;

NOW, THEREFORE, in consideration of the mutual benefits to be derived, the parties agree as follows:

1. The term of this Agreement shall begin upon the date of signature of the later party to sign and shall continue in effect and be binding on the parties until the PROJECT is completed, any subsequent litigation, including litigation regarding condemnation of Right-of-Way is complete and terminated, final costs are known, and legislatively appropriated reimbursements are made by the DEPARTMENT to the LOCAL GOVERNMENT.

2. The LOCAL GOVERNMENT will perform all services necessary to complete the PROJECT: (1) preliminary engineering, and preparation of all design plans, ("Design" Phase). Nothing herein shall be construed as requiring the LOCAL GOVERNMENT to perform any activity which is outside the scope of the PROJECT. Except as specifically stated otherwise in this Agreement, all such activities shall be performed at such times, in such manner, under such conditions, and pursuant to such standards as the LOCAL GOVERNMENT, in its sole discretion, deems appropriate. The DEPARTMENT shall not have any jurisdiction or control over the LOCAL GOVERNMENT'S activities, except as specifically stated in this Agreement.

3. In relation to the Design Phase, the parties agree on the following:

- A.) The LOCAL GOVERNMENT shall hire a Design Engineer in accordance with Section 287.055, Florida Statute, to provide Consultant Design Services for the PROJECT.
- B.) The LOCAL GOVERNMENT shall involve a DEPARTMENT Project Manager in the selection process for the Design Consultant. The DEPARTMENT Project Manager shall have voting rights in the selection process.
- C.) The DEPARTMENT, upon receipt of proper documentation (including an Invoice Summary Sheet and supporting documentation to justify charges) will reimburse the LOCAL GOVERNMENT an amount not to exceed \$1,200,000.00 (One Million Two Hundred Thousand and No/100 Dollars) for its actual direct costs, excluding the LOCAL GOVERNMENT'S overhead, in accordance with Section 339.12, Florida Statutes. Reimbursement for the Design shall begin in the DEPARTMENT'S fiscal Year in which the Design occurs but not before July 1, 2007, for the DEPARTMENT'S Fiscal Year 2007/2008.
- D.) The LOCAL GOVERNMENT shall prepare and deliver signed and sealed Design Plans for the PROJECT to the DEPARTMENT, on standard size sheets (11" X 17"), all suitable for reproduction, together with a complete set of specifications

covering all constructions requirements for the PROJECT (the "Design Work") prior to commencement of Construction. A copy of the Design Work shall be provided to the DEPARTMENT for review and approval. The DEPARTMENT shall assign a Project Manager for design plan review. The DEPARTMENT shall review the plans for conformance to the DEPARTMENT's requirements and feasibility. The DEPARTMENT's review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans. Within the intended scope of the original design contract, all changes requested by the DEPARTMENT shall be made by the LOCAL GOVERNMENT and final, corrected plans shall be resubmitted to the DEPARTMENT for approval prior to commencement of Construction. Final plans shall be complete in sufficient detail to construct the project and will include a "Summary of Quantities" sheet.

E.) In the event the project costs for the design exceeds the \$1,200,000.00 (One Million Two Hundred Thousand and No/100 Dollars) authorized in paragraph 3(C), then the parties shall meet and mutually agree to the amount and distribution of the additional funding needed to complete the design of the project.

4. The DEPARTMENT'S Agreement to reimburse the LOCAL GOVERNMENT for its actual costs, excluding the LOCAL GOVERNMENT'S overhead, in accordance with Section 339.12 of the Florida Statutes is subject to legislative approval and appropriation. The DEPARTMENT will use its best efforts to ensure the PROJECT remains in the DEPARTMENT'S annual Adopted Work Program and will request appropriation of said amounts from the Legislature prior to each Fiscal Year of the DEPARTMENT for the currently anticipated duration of the PROJECT.

5. The terms of this Agreement relate to the Design Phase of this PROJECT only and that all payments and reimbursement required herein relate only to the Design Phase (FM#414779-1-32-01; FM414779-1-A8-01). However, the parties acknowledge that it is their mutual intention that a Joint Participation Agreement will be signed in the future for address the Construction Phase of this PROJECT.

6. The LOCAL GOVERNMENT agrees to provide quarterly progress reports to the DEPARTMENT in the standard format used by the LOCAL GOVERNMENT. The DEPARTMENT will be entitled at all times to be advised, upon reasonable request, as to the

status of work being done by the LOCAL GOVERNMENT and of details thereof. Either party to the Agreement may request and be granted a conference.

7. The LOCAL GOVERNMENT agrees to keep complete records and accounts in order to record complete and correct entries as to all costs, expenditures and other items incidental to the work for this PROJECT. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT for a period of three (3) years after final billing by the LOCAL GOVERNMENT to the DEPARTMENT, which audit may include but shall not necessarily be limited to, such verifications as to the amount and validity of all costs of the PROJECT. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from the LOCAL GOVERNMENT to the DEPARTMENT.

8. Participants providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has Fifteen (15) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The DEPARTMENT has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If payment is not made available within forty (40) days after receipt of the invoice and receipt, inspection, and approval of the goods and services, the DEPARTMENT shall be liable for a separate interest penalty at a rate as established pursuant to Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the participant. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the participant requests payment. Invoices, which have to be returned to a participant because of participant preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Contractors/Vendors who may be experiencing problems in obtaining timely payment(s) from a State Agency. The Vendor Ombudsman may be contacted at (850) 414-5321 or by calling the Department of Financial Service's Hotline, 1-866-274-3368.

9. 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.

10. 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 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 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 year.”

11 The State of Florida’s performance and obligation to pay under this contract is contingent upon an annual appropriation by the 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 either party giving notice to the other to that effect. Seminole County may request from the DEPARTMENT that funds have been confirmed and approved.

12. 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 and made or received by the LOCAL GOVERNMENT in conjunction with this Agreement; provided, however, that the DEPARTMENT shall notify the LOCAL GOVERNMENT in writing of its intent to cancel, along with reasons therefore, and the LOCAL GOVERNMENT shall have 30 days from receipt of notification to cure the defect.

13. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all prior negotiations, correspondence, conversation, agreements, or understanding 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.

14. 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 have 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.

17. The LOCAL GOVERNMENT agrees to complete the PROJECT on or before December 6, 2005. If the LOCAL GOVERNMENT does not complete the PROJECT within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the LOCAL GOVERNMENT and granted in writing by the DEPARTMENT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the PROJECT.

18. All notices required pursuant to the terms hereof shall be sent by first class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

**DEPARTMENT**

Florida Department of Transportation  
Attn: Mary Schoelzel, JPA Coordinator  
719 South Woodland Boulevard  
Mail Station 4-522  
DeLand, Florida 32720-6834

**SEMINOLE COUNTY**

Seminole County  
Attn: Lenor McLean, P.E.  
520 W. Lake Mary Boulevard, Suite 200  
Sanford, Florida 32773

**19 PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION**

**STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.



IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement  
this \_\_\_ day of \_\_\_\_\_, 2003 and the DEPARTMENT has executed this Agreement this  
\_\_\_\_\_ day of \_\_\_\_\_, 2003.

**SEMINOLE COUNTY, FLORIDA**  
By: Board of County Commissioners

**STATE OF FLORIDA**  
**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Name: Daryl G. McLain  
Title: Chairman

By: \_\_\_\_\_  
Name: Noranne Downs  
Title: District Director of Production

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

Attest:

Attest:

\_\_\_\_\_  
Deputy Clerk  
(SEAL)

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

Legal Review:  
  
\_\_\_\_\_

Financial Provision Approved by  
DEPARTMENT Comptroller on:  
  
\_\_\_\_\_

## **EXHIBIT "A"**

**FM#414779-1-38-01**

### **SCOPE OF WORK**

This project consists of reconstructing the existing 6-lane open drainage roadway section into a 6-lane curb and gutter section. As envisioned, the reconstructed roadway would provide a typical section that accommodates the same 6 through lanes but would also provide bike lanes, along with the replacement of the sidewalks that the County has previously installed along U.S. Highway 17/92. The existing typical section must be enhanced to blend in with the Community Redevelopment Agency (CRA) efforts that are looking at revitalizing this section of U.S. Highway 17/92. The potential for street lighting, enhanced transit stop areas, street prints and other multi-modal amenities need to be incorporated within the typical section.

On a preliminary basis, the drainage design for this section of U.S. Highway 17/92 would be very similar to the previously constructed 6-laned portion of U.S. Highway 17/92 that went from Casselberry northward to Shepard Road. That drainage system consisted of an exfiltration system that contained the runoff within the existing right-of-way. Therefore, on a preliminary basis, we would assume that it will not be necessary to acquire any additional right-of-way. Obviously, right-of-way assumptions can change once the final design begins.

Since the median openings as well as the number of travel lanes are not changing, the FDOT has indicated in the past that no PD&E Study would be required. A minor assessment of the project would occur and then final design would begin. At this stage, the County believes the design work would cost approximately 1 million dollars, construction approximately 6 million and CEI 1 million for a total project cost of approximately 8 million dollars. However, as stated above, if any right-of-way needs to be acquired these costs can change.