



Interoffice Memorandum


AGENDA ITEM

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

JUL 14 2015 NP/CAS

July 1, 2015

TO: Mayor Teresa Jacobs
—AND—
Board of County Commissioners

FROM:  James E. Harrison, Esq., P.E.
Assistant County Administrator
Office of Regional Mobility

CONTACT: (407) 836-5610

SUBJECT: July 14, 2015 – Consent Item
Local Funding Agreement for Meadow Woods Station
Upgrades and Enhancements

Orange County staff has been working with the Florida Department of Transportation (FDOT) on upgrades and enhancements that County staff has recommended for the construction of the Meadow Woods SunRail Station. The requested upgrades and enhancements are outlined in the attached Locally Funded Agreement (LFA) between FDOT and Orange County. This LFA is in accordance with the Joint Use Agreement (JUA) (amended) between Orange County and FDOT.

ACTION REQUESTED: (1) Approval of the Resolution of the Orange County Board of County Commissioners regarding Locally Funded Agreement between the State of Florida Department of Transportation and Orange County, Florida in the Amount of \$80,200, Financial Management No. 423446-9-52-06; (2) Approval of Locally Funded Agreement with the State of Florida Department of Transportation, and its Exhibits, Financial Management No. 423446-9-52-06; and (3) Authorization for the Clerk to attach the original of the Resolution as Exhibit "C" to the Locally Funded Agreement before the Locally Funded Agreement is executed by the Board of County Commissioners. District 4.

JEH/SD/lab

Attachment

JUL 14 2015 NP/CAS

Agency: Orange County	Fund: LF	Financial Management No.:
Vendor No: F596000773	Contract Amount: \$80,200.00	423446-9-52-06

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

This AGREEMENT, made and entered into this 3rd day of August, 2015, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "DEPARTMENT") and ORANGE COUNTY, a Charter County and a political subdivision of the State of Florida (hereinafter referred to as the "LOCAL GOVERNMENT PARTNER"),

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 PARTNER, 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: "Central Florida Commuter Rail Transit System", said Project being known as Financial Management (FM) Number 423446-9-52-06, 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 PARTNER and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT PARTNER to provide the funds for: Upgrades and Enhancements for the Meadow Woods Station described in Exhibit "A" attached hereto, in Fiscal Year 2015/2016, said Project being known as FM# 423446-9-52-06,

and said improvements constituting upgrades to the Project shall hereinafter be referred to as the “Upgrades and Enhancements”; and

WHEREAS, in order to maintain uniformity throughout the Project and to provide for the Upgrades and Enhancements in a cost effective manner, the LOCAL GOVERNMENT PARTNER desires to have said Upgrades and Enhancements made a part of the Project and to provide funding to the DEPARTMENT to be used for the Upgrades and Enhancements 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 PARTNER. 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 Upgrades and Enhancements described in Exhibit “A” to be incorporated into the DEPARTMENT’S plans for the design of the Meadow Woods Commuter Rail Station and to be constructed as a part of said Project.

3. The LOCAL GOVERNMENT PARTNER agrees to maintain, repair and replace the Upgrades and Enhancements in perpetuity in accordance with the terms of the Joint Use Agreement previously signed by the parties hereto.

4. 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 PARTNER shall not have any jurisdiction or control over the DEPARTMENT’S activities, except as specifically stated in this Agreement. The LOCAL

GOVERNMENT PARTNER shall be entitled to be advised of the progress of the Project at reasonable intervals upon request.

5. The parties agree that, upon installation, the Upgrades and Enhancements shall be owned by the DEPARTMENT for the benefit of the Commuter Rail System during the DEPARTMENT Funding Period. Following expiration of the DEPARTMENT Funding Period in 2021, the Upgrades and Enhancements shall be owned by the Central Florida Commuter Rail Commission. The DEPARTMENT shall be entitled to inspect the Upgrades and Enhancements at all times.

6. Participation by the LOCAL GOVERNMENT PARTNER of the funds for the construction phase of the Project shall be made as follows:

(A) The DEPARTMENT'S current estimate of the Upgrades and Enhancements cost is **\$80,200.00 (Eighty Thousand Two Hundred Dollars and No/100)**. The DEPARTMENT'S performance and obligation to construct the Project 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 the DEPARTMENT giving written notice to the COUNTY to that effect.

(B) The LOCAL GOVERNMENT PARTNER agrees that it will, upon execution of this Agreement, furnish the DEPARTMENT an advance deposit in the amount of **\$80,200.00 (Eighty Thousand Two Hundred Dollars and No/100)** for full payment of the estimated cost of the Upgrades and Enhancements. The advance deposit shall be the total estimated cost for the Upgrades and Enhancements. The DEPARTMENT may utilize this deposit for payment of the cost of the Project.

(C) Both parties further agree that in the event the Upgrades and Enhancements are not constructed or the Agreement is terminated prior to commencement of construction of the Project, the funds provided by the LOCAL GOVERNMENT PARTNER for construction of the Upgrades and Enhancements will be returned to the LOCAL GOVERNMENT PARTNER. However, in the event the LOCAL GOVERNMENT PARTNER decides not to participate in the Project prior to construction, the LOCAL GOVERNMENT PARTNER agrees to furnish the DEPARTMENT 25% (twenty five percent) of the estimated Upgrades and Enhancements cost to cover the extra cost associated with design plan revisions. The LOCAL

GOVERNMENT PARTNER will provide the 25% charge to the DEPARTMENT within fourteen (14) calendar days of notification that the LOCAL GOVERNMENT PARTNER will not participate in this Agreement. If in the event the LOCAL GOVERNMENT PARTNER has made the advance deposit required herein prior to their decision not to participate, the DEPARTMENT shall be entitled to retain 25% of the advance deposit amount and to remit the 75% balance to the LOCAL GOVERNMENT PARTNER.

(D) In the event the amount of the advance deposit identified above and that are contributed and programmed in the DEPARTMENT'S Work Program are not sufficient to accomplish the design and construction of the Upgrades and Enhancements, the DEPARTMENT shall consult with the LOCAL GOVERNMENT PARTNER to determine what elements of the Upgrades and Enhancements will be removed from the Project so that the cost of the Upgrades and Enhancements are equal to or less than the amount of the local funding that is programmed in the DEPARTMENT'S Work Program.

(E) If the accepted bid amount is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the bid amount if such refund is requested by the LOCAL GOVERNMENT PARTNER in writing.

(F) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty days (360) of final payment to the Contractor. The DEPARTMENT considers the Project complete when the final payment has been made to the Contractor, not when the construction work is complete. All Project cost records and accounts shall be subject to audit by a representative of the LOCAL GOVERNMENT PARTNER for a period of five (5) years after final close out of the Project. The LOCAL GOVERNMENT PARTNER will be notified of the final cost of the Upgrades and Enhancements. Both parties agree that in the event the final accounting of total Project costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the LOCAL GOVERNMENT PARTNER. If the final accounting is not performed within three hundred and sixty (360) days, the LOCAL GOVERNMENT PARTNER is not relieved from its obligation to pay.

(G) In the event the final accounting of total Upgrades and Enhancements cost is greater than the total deposits to date, the LOCAL GOVERNMENT PARTNER will pay the additional amount within forty (40) calendar days from the date of the invoice

from the DEPARTMENT. The LOCAL GOVERNMENT PARTNER agrees to pay interest at a rate as established pursuant to Florida Statutes, Section 55.03, on any invoice not paid within forty (40) calendar days until the invoice is paid.

(H) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit and as provided in the attached Three Party Escrow Agreement between Participant(s), Department and the State of Florida, Department of Financial Services, Division of Treasury.

(I) The DEPARTMENT and the LOCAL GOVERNMENT PARTNER agree that the payment shall be an asset of the DEPARTMENT for the cost of the work.

(J) Contact Persons:

Florida Department of Transportation

Holly Lopenski Program Coordinator/MS 4-520 719 South Woodland Boulevard DeLand, Florida 32720-6834 PH: (386) 943-5520 Holly.Lopenski@dot.state.fl.us	Jonathan Duazo SunRail Public Transportation Manager 801 SunRail Drive Sanford, Florida 32771 PH: (407) 732-6707 Jonathan.Duazo@dot.state.fl.us
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Orange County

James E. Harrison
Assistant County Administrator
Office of Regional Mobility
P.O. Box 1393
Orlando, Florida 32802-1393
PH: (407) 836-5610
Jim.Harrison@ocfl.net

7. 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 PARTNER may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT.

8. 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 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.”

9. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL GOVERNMENT PARTNER 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.

10. 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.

11. 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.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement this _____ day of JUL 14 2015, 2015, and the DEPARTMENT has executed this Agreement this 3rd day of August, 2015.

ORANGE COUNTY, FLORIDA
By: BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

By: *Frank J. O'Dea*
Frank J. O'Dea, P.E.
Director of Transportation Development

Attest: Martha O. Haynie, County Comptroller
As Clerk to the Board of County Commissioners

Attest:

By: *Jessica Moore*
for Deputy Clerk

Christina Major
Executive Secretary



Legal Review:

[Signature]
FDOT Attorney

Financial Provisions Approved by
the Office of Comptroller

April 3, 2015

Exhibit "A"

SCOPE OF SERVICES

FM# 423446-9-52-06

The Meadow Woods Station is located near the intersection of Orange Avenue (County Road 527) and Fairway Woods Boulevard in unincorporated Orange County on the south side of Fairway Woods Boulevard. The Station Area will include station platforms, a kiss and ride area, a three bay bus drop off facility and parking spaces.

The LOCAL GOVERNMENT PARTNER desires to have the following Upgrades and Enhancements incorporated into the design and construction of the Meadow Woods Commuter Rail Station:

- Charging Station Conduit
- Conduit for future CCTV
- Tree Substitutions
- Tree up-lighting
- Landscaping (additional)
- Bench Upgrades in plaza areas only
- Additional Branding Signage

Exhibit "B"

Estimate

FM# 423446-9-52-06

Upgrade item	Description of upgrade	Cost
Charging Station Conduit	Conduit only (Charging Stations not included) for future installation of five (5) electric vehicle charging stations. <ul style="list-style-type: none"> 140 Linear Feet (Two runs of Two (2) inch empty conduit) @ \$9/Linear Feet = \$1,260 Five (5) junction boxes @ \$600/each = \$3,000 	\$4,260
Conduit for CCTV	Conduit only (Cameras and infrastructure not included) for future installation of parking lot CCTV system. <ul style="list-style-type: none"> 1,590 Linear Feet (Two runs of Two (2) inch empty conduit) @ \$9/Linear Feet = \$14,310 Twelve (12) junction boxes @ \$600/each = \$7,200 	\$21,510
Tree Substitution	Increase Live Oak size in kiss and ride areas to <ul style="list-style-type: none"> 100 gallon Live Oaks - Four (4) @ \$800/each = \$3,200 200 gallon Live Oaks - Two (2) @ \$1,200/each = \$2,400 	\$5,600
Tree Substitution	Upgrade Palm species to Washington palms in central plaza areas <ul style="list-style-type: none"> Eight (8) @ \$525/each = \$4,200 	\$4,200
Tree up-lighting	Add up-lighting to upgraded trees <ul style="list-style-type: none"> Up-Light Live Oaks - Six (6) @ \$640/each = \$3,840 U-Light Washington palms - Eight (8) @ \$640each = \$5,120 	\$8,960
Landscaping	Additional landscaping around Bald Cypress in retention pond <ul style="list-style-type: none"> 2,500 square feet of Cordgrass @ \$0.80/square foot = \$2,000 	\$2,000
Bench-upgraded	Upgrade benches in plaza areas from base "Dumor" style to "Lakeside" style with dividers (silver color) with armrest <ul style="list-style-type: none"> Nine (9) upgraded benches @ \$1,100/ = \$9,900 	\$9,900
Additional Branding Signage	Add a third monument sign per concepts - "Branding sign" <ul style="list-style-type: none"> (Value remaining from County's identified available budget) = \$10,403 	\$10,403
	Subtotal	\$66,833
	20% contingency	\$13,367
	Total Budget	\$80,200

Note: This is only an estimate and is subject to change based on actual bid prices.

Exhibit "C"

Resolution

FM# 423446-9-52-06

RESOLUTION

of the
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
regarding
**LOCALLY FUNDED AGREEMENT BETWEEN THE STATE OF
FLORIDA DEPARTMENT OF TRANSPORTATION AND
ORANGE COUNTY, FLORIDA**

Resolution No. 2015-M-24

WHEREAS, the Florida Department of Transportation ("FDOT") and Orange County, Florida (the "County") have previously entered into a Joint Use Agreement (the "JUA") regarding a commuter rail transit project known as SunRail; and

WHEREAS, FDOT and the County have entered into an amendment to the JUA in order to provide for an additional SunRail station located in Orange County (the "Meadow Woods Station"); and

WHEREAS, the FDOT is prepared, in accordance with its Adopted Five Year Work Program, to undertake the construction of the Meadow Woods Station project described as: "Central Florida Commuter Rail Transit System", said project being known as Financial Management (FM) Number 423446-9-52-06, (the "Project"); and

WHEREAS, the County desires certain upgrades and enhancements to the Project such as benches, tree substitutions and electric vehicle charging stations; and

WHEREAS, in order to maintain uniformity and provide such upgrades and enhancements in a cost effective manner, the County has determined to enter into a Locally Funded Agreement with FDOT to provide for FDOT to make such upgrades a part of the Project.

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

SECTION 1. AMENDMENT TO FUNDING AGREEMENT. The Board hereby approves and authorizes the Orange County Mayor to execute the Locally Funded Agreement regarding the Project between FDOT and the County known as Financial Management Number 423446-9-52-06.

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED this ____ day of JUL 14 2015, 2015.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

Date: 7.14.15

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: *Jessica Moore*
for Deputy Clerk
Date: JUL 14 2015

