



City Commission Regular Meeting

Agenda

March 26, 2025 @ 3:30 PM

City Hall Commission Chambers
401 S. Park Avenue

welcome

Agendas and all backup material supporting each agenda item are accessible via the city's website at cityofwinterpark.org/meetings/ and include virtual meeting instructions.

assistance & appeals

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"If a person decides to appeal any decision made by the Board with respect to any matter considered at this hearing, a record of the proceedings is needed to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." (F.S. 286.0105).

please note

Times are projected and subject to change.

A reception for Seat 3 and 4 Commissioners will be held in the Chapman Room from 2:30 to 3:15 p.m.

1. Meeting Called to Order

2. Invocation - Pastor Bruce Mayhew, Gateway Church

3. Pledge of Allegiance

4. Oaths of Office

5. Approval of Agenda

6. Mayor's Report

- a. Proclamation for Great American Clean-up 5 Minutes

7. City Manager's Report

8. City Attorney's Report

9. Non-Action Items

10. Public Comments | 5 p.m. or soon thereafter

(If the meeting ends earlier than 5 p.m., public comments will be at the end of the meeting. Three minutes are allowed for each speaker.)

11. Consent Agenda

- a. Approve the minutes of the regular meeting, March 12, 2025. 1 minute
- b. Approve the minutes of the work session, March 13, 2025. 1 minute
- c. Approve the following piggyback contracts: 1 minute
1. Cubix, Inc. - Orange County Contract #Y24-1014 - SaniGLAZE - Renewal; for services on an as-needed basis during the term of the agreement through March 7, 2027; Amount: \$200,000
 2. R&M Service Solutions, LLC - City of Tarpon Springs Contract #240055-B-AS - Utility Rehabilitation and Construction Services; for services on an as-needed basis during the term of the agreement through May 6, 2027; Amount: \$1,000,000
 3. RCM Utilities, LLC - City of Clermont #2023-072 – Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation; for services on an as-needed basis during the term of the agreement through August 23, 2026; Amount \$400,000

12. Action Items Requiring Discussion**13. Public Hearings: Quasi-Judicial Matters**

(Public participation and comment on these matters must be in-person.)

- | | | |
|----|---|------------|
| a. | Resolution 2297-25 - Request by Michael Galletta and Elizabeth Gwinn to individually designate their home at 1501 Orange Avenue, built in 1948, zoned R-1A, as a historic resource. | 10 minutes |
|----|---|------------|

14. Public Hearings: Non Quasi-Judicial Matters

(Public participation and comment on these matters may be virtual or in-person.)

- | | | |
|----|--|-----------|
| a. | Interlocal Agreement Between the City of Winter Park and Orange County for the Annexation of the Stonehurst Enclave | 5 minutes |
| b. | Ordinance - Amending Chapter 42, Elections, changing the qualifying period, allowing electronic filing of campaign treasurer reports, modifying canvassing board procedures, clarifying the role of the city clerk in election administration, and revising to improve clarity and consistency in election procedures. (1st reading) | 5 minutes |
| c. | Resolution-2298-25_Hungerford Elementary Safe Routes to School LAP Agreement_443395-1-58-01 | 5 minutes |
| d. | Resolution-2299-25_Hungerford Elementary Safe Routes to School LFA Agreement_443395-2-62-02 | 5 minutes |

15. City Commission Reports**16. Summary of Meeting Actions****17. Adjournment**



City Commission

agenda item 6.a

item type

Mayor's Report

meeting date

March 26, 2025

prepared by

Victoria Tabor, Administrative Coordinator II

approved by

Randy Knight, City Manager

subject

Proclamation for Great American Clean-up

motion | recommendation**background****alternatives | other considerations****fiscal impact****attachments**

None



City Commission

agenda item 11.a

item type

Consent Agenda

meeting date

March 26, 2025

prepared by

Rene Cranis, City Clerk

approved by

Randy Knight, City Manager

subject

Approve the minutes of the regular meeting, March 12, 2025.

motion | recommendation**background****alternatives | other considerations****fiscal impact****attachments**

1. CC-min-2025-03-12



City Commission Regular Meeting Minutes

March 12, 2025 at 3:30 PM

City Hall Commission Chambers
401 S. Park Avenue

Present

Mayor Sheila DeCiccio, Commissioners Marty Sullivan, Craig Russell, Kris Cruzada and Todd Weaver; City Manager Randy Knight; Assistant City Manager Michelle del Valle; City Attorney Kurt Ardaman and City Clerk Rene Cranis.

1. Meeting Called to Order

Mayor DeCiccio called the meeting to order at 3:30 p.m.

2. Invocation - Pastor Mark Frenier, Encounter Christian Church

3. Pledge of Allegiance

4. Approval of Agenda

Motion made by Mayor DeCiccio to approve the agenda, seconded by Commissioner Cruzada. The motion carried unanimously by a 5-0 vote.

5. Mayor's Report

Congratulated Commissioner Cruzada on his re-election and thanked Commissioner Weaver for his service. She reported that the ban on gas-powered leaf blowers was repealed, and that the city signed a one-year extension of the lease of parking lot used for holiday parking.

6. City Manager's Report

Congratulated Commissioner Cruzada and thanked Commissioner Weaver for his service. He noted that the parking lease referenced by Mayor DeCiccio will allow the Winter Park High School to use the lot as a fundraiser for parking during the art festival.

7. City Attorney's Report

Congratulated Commissioner Cruzada and thanked Commissioner Weaver for his service. He advised that the city closed on the purchase of the Fairbanks Avenue property.

8. Non-Action Items

9. Public Comments | Heard after public hearings

Luigi Leon, 14771 Eden Creek Blvd., Winter Garden, spoke about the importance of Austin's Coffee in the community and to its patrons.

Liam Gray, 1201 Oxford Road, Maitland, supported Austin's Coffee and asked the city to extend the lease or assist in relocating the business.

Ken Spress, 3211 Dragoon Place, Orlando, asked the city not to convert the Austin's Coffee property for parking and encouraged a compromise to avoid demolition. Mayor DeCiccio pointed out the city is honoring their lease and has no plans to convert the property to parking.

Warren Lindsey, 871 Dixie Parkway, thanked Dr. Price for the donation of property and gave a brief history of the property.

Gigi Papa, 1440 Hibiscus Avenue, asked the city to find a new location for the Benefit Shop. It was noted that Benefit Shop is moving to the Lake Island building and the lease is under negotiation.

10. Consent Agenda

- a. Approve the minutes of the regular meeting, February 26, 2025.
- b. Approve the minutes of the work session, February 27, 2025.
- c. Approve the following piggyback contracts:
 1. JMD Global Developers, Inc. - City of Cocoa Contract #B-21-30-COC-A - Concrete Sidewalks, Curbs & Gutter Construction Services; additional funding for upcoming CRA projects, brick road improvements, and concrete upgrades during the term of the agreement through December 20, 2026; Amount: \$1,200,000
 2. BluSky Restoration Contractors, LLC - Orange County Public Schools Contract #RFP24005 - Emergency Response Disaster Recovery Restoration Remediation; for services on an as-needed basis during the term of the agreement through September 24, 2027; Amount: \$500,000
 3. PCL Construction Services, Inc. - City of Orlando Contract #RFQu24-0024-6 - Rapid Response Construction Services; pre-qualified contractors will be requested to bid on projects for services on an as-needed basis during the term of the agreement through February 9, 2027; Amount: \$400,000
 4. Carr & Collier, Inc. - City of Orlando Contract #RFQu24-0024-3A - Rapid Response Construction Services; pre-qualified contractors will be requested to bid on projects for services on an as-needed basis during the term of the agreement through February 9, 2027; Amount: \$400,000
 5. Cathcart Construction Company - City of Orlando Contract #RFQu24-0024-1 - Rapid Response Construction Services; pre-qualified contractors will be requested to bid on projects for services on an as-needed basis during the term of the agreement through February 9, 2027; Amount: \$400,000
 6. Gibbs & Register, Inc. - City of Orlando Contract #RFQu24-0024-3B - Rapid Response Construction Services; pre-qualified contractors will be requested to bid on projects for services on an as-needed basis during the term of the agreement through February 9, 2027; Amount: \$400,000
 7. J. Malever Construction Company, Inc. - City of Orlando Contract #RFQu24-0024-5 - Rapid Response Construction Services; pre-qualified contractors

will be requested to bid on projects for services on an as-needed basis during the term of the agreement through February 9, 2027; Amount: \$400,000

8. Schuller Contractors, Inc. - City of Orlando Contract #RFQu24-0024-7 - Rapid Response Construction Services; pre-qualified contractors will be requested to bid on projects for services on an as-needed basis during the term of the agreement through February 9, 2027; Amount: \$400,000
 9. Gresco Utility Supply Inc. - City of Ocala Contract # ELE/190961 - Transformer Supply and Delivery Services - Renewal; for services on an as-needed basis during the term of the agreement through July 5, 2025; Amount: \$200,000
 10. Fausnight Stripe & Line, Inc. - Seminole County Contract #IFB-604562-23LNF - Roadway Markings, Striping & Brick Surfacing; additional funding for services on an as-needed basis during the term of the agreement through August 28, 2026; Amount: \$200,000
 11. Xylem Dewatering Solutions, Inc. - Florida Sheriff's Association Contract #FSA23-EQU21.0 - Equipment: Mobile Pump; for goods on an as-needed basis during the term of the agreement through September 30, 2025; Amount: \$450,000
- d. Approve the following contracts:
1. Faster Asset Solutions - Fleet Management Software as a Service (SaaS) Agreement; Amount: \$135,000
 2. RFP2-23 - Foundation Risk - Liability Insurance Agent/Broker of Record - Renewal; for services on an as-needed basis during the term of the agreement through March 19, 2026; Amount: \$1,850,000
- e. Approve the following purchases:
1. ABM Industries Group, LLC - Janitorial Services & Equipment; Amount: \$750,000

Motion made by Commissioner Russell to approve the Consent Agenda, seconded by Commissioner Cruzada. The motion carried unanimously by a 5-0 vote.

11. Action Items Requiring Discussion

- a. Donation of property located at 1825 Gipson Green Lane for a park.

Mr. Knight provided the background of Dr. Alan Price's donation of property to be used in perpetuity as a park which Dr. Price has agreed to maintain at this time. Dr. Price, 1831 Gipson Green Lane, said he anticipates the property will be used as it is currently, primarily by neighborhood residents. There were no public comments

Motion made by Commissioner Cruzada to accept the donation, seconded by Commissioner Russell. The motion carried unanimously by a 5-0 vote.

- b. Non-Profit Grant Program

Director of Office of Management and Budget Peter Moore said the policy has been revised to include changes recommended in the work session and suggested by

Commissioner Sullivan following the work session: clarify the eligibility restrictions of for-profit organizations and provide that social activities must be open to the public.

Mayor DeCiccio spoke about the reduction/elimination of federal or state grants and impact on the city's budget and suggested tabling until budget discussions. Mr. Moore suggested tabling for one year due to time constraints to adopt policy and move through the application process for FY26

Motion made by Commissioner Cruzada, seconded by Commissioner Weaver to delay for one year. Discussion ensued on the budget, funding allocation, timing, and application process and review. **Motion was amended by Commissioner Cruzada and accepted by Commissioner Weaver to delay for six months.**

Gigi Papa, 1440 Hibiscus Avenue, suggested funding should benefit all Winter Park residents.

Motion carried unanimously.

12. Public Hearings: Quasi-Judicial Matters

- a. Ordinance amending Article VIII Historic Preservation of Chapter 58, concerning the process and procedures for certificates of review subject to public notice and public hearing, and penalties for unauthorized significant alterations or demolitions. (1st reading) **Tabled from January 8, 2025. Request from Staff to table to May 14th.**

Attorney Ardaman read the ordinance by title. **Motion made by Commissioner Weaver to table the ordinance to May 14, 2025, seconded by Commissioner Russell. The motion carried unanimously by a 5-0 vote.**

- b. Ordinance 3332-25 - AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, VACATING AND ABANDONING AN UNIMPROVED 50 FOOT-WIDE PORTION OF THE CYPRESS AVENUE RIGHT OF WAY DEDICATED BY THE PALMETTO COMPANY'S ADDITION TO WINTER PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "E", PAGE 14, OF THE PUBLIC RECORDS OF ORANGE COUNTY, SAID PORTION TO BE VACATED IS SHOWN HEREON AS EXHIBIT "A" ATTACHED HERETO AND DESCRIBED AS BEING SITUATED BETWEEN ORANGE COUNTY FLORIDA TAX PARCEL IDENTIFICATION NUMBER 12-22-29-6600-01-600 TOGETHER WITH PARCEL 12-22-29-6600-01-601 ON THE WEST AND FLORIDA TAX PARCEL IDENTIFICATION NUMBER 12-22-29-6600-01-630 ON THE EAST AND DESCRIBED HEREIN; PROVIDING FOR CONFLICTS, RECORDING AND AN EFFECTIVE DATE (2nd reading)

Attorney Ardaman read the ordinance by title. **Motion made by Commissioner Weaver to adopt Ordinance 3332-25, seconded by Commissioner Cruzada. Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada and Weaver and Mayor DeCiccio voted yes. The motion carried unanimously by a 5-0 vote.**

- c. Request of Presbyterian Retirement Communities, Inc. to re-establish the Conditional Use approval, which expired in November 2018, for the amended 16,650-square foot Lifelong Learning Center addition to the Winter Park Towers facility, located at 1111 S. Lakemont Avenue, zoned R-4.

Senior Planner John Harbilas presented this request which is recommended for approval by staff.

Motion made by Commissioner Weaver to approve this request, seconded by Commissioner Sullivan.

Steve Breitbiel, 1946 Gunn Road, expressed concern about the density of this property and the resulting additional stormwater run-off and flooding with an additional building.

David Johnston, resident of Westminster Towers, spoke about the importance of this addition to its residents.

Rebecca Wilson, attorney representing the applicant, addressed stormwater concerns, stating a portion is already pervious and a new stormwater pond will be built and noted the density is almost 50% below the allowed floor area ratio.

Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada and Weaver and Mayor DeCiccio voted yes. The motion carried unanimously by a 5-0 vote.

13. Public Hearings: Non-Quasi-Judicial Matters

14. City Commission Reports

Commissioner Russell –

- Reported that the safety video for e-scooters and e-bikes is on social media.

Commissioner Cruzada –

- Expressed his gratitude for the support he received during the election.

Commissioner Weaver –

- Expressed appreciation for members of the commission.
- Said he feels the Chamber is actively working against the commission and suggested the city consider buying out the Chamber's lease for city space. Attorney Ardaman reviewed the lease regarding subletting or assignment of the lease and the city's rights under those provisions. Discussion followed and Commissioners Cruzada, Sullivan and Weaver requested the city attorney research the provisions.

15. Summary of Meeting Actions

- Received reports from the Mayor, City Manager and City Attorney.
- Approved Consent Agenda.
- Approved agreement for donation of park at Gipson Green Lane.
- Tabled non-profit grant program for six months.
- Tabled ordinance amending the historic preservation code to May 12th.
- Adopted ordinance vacating a portion of Cypress Avenue.
- Approved re-establishment of conditional use for Westminster Towers.

- Directed City Attorney to research Chamber Lease provisions regarding subletting or assignment.

16. Adjournment

The meeting adjourned at 4:58 p.m.

Mayor Sheila DeCiccio

ATTEST:

City Clerk Rene Cranis



City Commission

agenda item 11.b

item type

Consent Agenda

meeting date

March 26, 2025

prepared by

Rene Cranis, City Clerk

approved by

Randy Knight, City Manager

subject

Approve the minutes of the work session, March 13, 2025.

motion | recommendation**background****alternatives | other considerations****fiscal impact****attachments**

1. WS Minutes 03-13-25 Draft



City Commission Work Session Minutes

March 13, 2025 at 3:30 PM

City Hall Commission Chambers
401 S. Park Avenue

Present

Mayor Sheila DeCiccio, Commissioners Marty Sullivan, Craig Russell, Kris Cruzada and Todd Weaver; City Manager Randy Knight; Assistant City Manager Michelle del Valle; and City Clerk Rene Cranis.

Also Present:

Commissioner-elect Warren Lindsey, Director of Management and Budget Peter Moore, and Assistant Division Director Economic Development/CRA Kyle Dudgeon.

1. Meeting Called to Order

Mayor DeCiccio called the meeting to order at 3:30 p.m.

2. Discussion Item (s)

a. FY 26 Budget Outlook and 5/25 Year Capital Plan Review

Director of Office of Management and Budget Peter Moore gave a presentation on the budget outlook for FY 26, economic conditions and indicators, and local revenue sources (permitting, sales tax). He spoke about the proposed legislative changes, revenue trends, and cost of doing business (wages and benefits, public safety personnel and equipment, rates, and fees and electric utility). He explained budget flexibility as it relates to changing the millage rate and the difficulties in funding public safety and transportation improvements. He summarized the need to identify priorities and reviewed capital improvements.

The following topics were discussed:

- Increased water/sewer rates to non-resident customers (pending legislation eliminating surcharges for non-residents).
- Reserves (current policy is 30% of budget) - Currently at just over 29%. Increased difficulty achieving 30% because the dollar amount increases as the budget increases.
- Use of reserves (one-time expenses, i.e. purchase of the golf course). Investment of reserve funds/investment policy.
- Sales tax revenue - unknown - does not move dramatically.
- Additional Revenue /Millage rate - 1/4 point increase would generate additional revenue of approximately \$2.2M. Property owners must be presented with details on how additional revenue will be utilized and its impact on services. Need to effectively communicate what will be funded with a millage rate increase and impact on property taxes.
- Capital projects - unfunded projects - transportation plan, CRA projects. Some projects allocated in the general fund capital plan will not be funded.

- Property values/taxes will not be known until mid-summer which could require budget changes at the time of budget adoption.
- Golf course - Break even due to debt service. The cost recovery rate for the Parks and Recreation Department is close to 50%. Parks and Recreation Director Jason Seeley answered questions regarding usage and rates.

3. Adjournment

The meeting adjourned at 4:49 p.m.

Mayor Sheila DeCiccio

ATTEST:

City Clerk Rene Cranis



City Commission

agenda item 11.c

item type

Consent Agenda

meeting date

March 26, 2025

prepared by**approved by****subject**

Approve the following piggyback contracts:

motion | recommendation**background****alternatives | other considerations****fiscal impact****attachments**

None



City Commission

agenda item 11.c.1

item type

Consent Agenda

meeting date

March 26, 2025

prepared by

Rebecca Watt, Procurement Agent

approved by

Randy Knight, City Manager

subject

1. Cubix, Inc. - Orange County Contract #Y24-1014 - SaniGLAZE - Renewal; for services on an as-needed basis during the term of the agreement through March 7, 2027; Amount: \$200,000
2. R&M Service Solutions, LLC - City of Tarpon Springs Contract #240055-B-AS - Utility Rehabilitation and Construction Services; for services on an as-needed basis during the term of the agreement through May 6, 2027; Amount: \$1,000,000
3. RCM Utilities, LLC - City of Clermont #2023-072 – Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation; for services on an as-needed basis during the term of the agreement through August 23, 2026; Amount \$400,000

motion | recommendation

Commission approve items as presented and authorize Mayor to execute.

background

1. The Originating Agency (Orange County) issued a formal solicitation to award this contract in FY24.
2. The Originating Agency (City of Tarpon Springs) issued a formal solicitation to award this contract in FY24.
3. The Originating Agency (City of Clermont) issued a formal solicitation to award this contract in FY23.

alternatives | other considerations

N/A

fiscal impact

Total expenditures included in the following approved budgets:

1. General Fund

2. Water & Wastewater Fund
3. Water & Wastewater Fund

attachments

None

**item type**

Public Hearings: Quasi-Judicial Matters

meeting date

March 26, 2025

prepared by

Allison McGillis, Director of Planning and Zoning

approved by

Randy Knight, City Manager

subject

Resolution 2297-25 - Request by Michael Galletta and Elizabeth Gwinn to individually designate their home at 1501 Orange Avenue, built in 1948, zoned R-1A, as a historic resource.

motion | recommendation

Historic Preservation Board (HPB) recommendation is for approval.

background

The property owners, Michael Galletta and Elizabeth Gwinn, have voluntarily agreed to designate their home at 1501 Orange Avenue on the Winter Park Register of Historic Places. This home is located within the Orwin Manor neighborhood.

While this home is not a rare or exemplary representation of a particular historical style, it does exhibit characteristics of mid-century ranch-style architecture. The design incorporates mid-century modern and ranch-style elements, such as a low-pitched roof, asymmetrical layout, and a carport—common traits of mid-20th-century residential architecture.

The large arched window introduces a more traditional influence, which is original to the home. The inclusion of a carport, rather than a fully enclosed garage, aligns with mid-century design trends that prioritized open and airy layouts while providing functional covered parking.

In conclusion, while the home reflects mid-century architectural trends, it does not appear to be particularly distinctive or historically significant on its own. However, in this current residential market environment that emphasizes tear-downs and rebuilds, this historic designation will ensure that the scale and character of one of the original Orwin Manor neighborhood homes remains in place. It is not that this home is of remarkable architecture, its' historical value is that it is emblematic of many homes constructed in Orwin Manor in the 1950's. While it has modern touches, the home retains its original architectural integrity. As such, it is qualified for listing on the Winter Park Register of Historic Places.

alternatives | other considerations

fiscal impact

attachments

1. Resolution 2297-25 1501 Orange Ave
2. Aerial Map
3. Streetview
4. IMG_4515
5. IMG_4514

RESOLUTION 2297-25

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, DESIGNATING THE PROPERTY LOCATED AT 1501 ORANGE AVENUE, WINTER PARK, FLORIDA AS A HISTORIC RESOURCE ON THE WINTER PARK REGISTER OF HISTORIC PLACES.

WHEREAS, there are located within the City of Winter Park, historic sites, areas, structures, buildings, improvements and appurtenances, both public and private, both on individual properties and in groupings, that serve as reminders of past eras, or that provide significant examples of past architectural styles and development patterns and that constitute unique and irreplaceable assets to the City; and

WHEREAS, there is the desire to foster awareness and civic pride in the accomplishments of the past; and

WHEREAS, the Winter Park Historic Preservation Board has determined and recommended that the property at 1501 Orange Avenue with the existing home built in 1948 is an example of the architecture popular during that period.

NOW, THEREFORE, be it resolved by the City Commission of the City of Winter Park, Florida that:

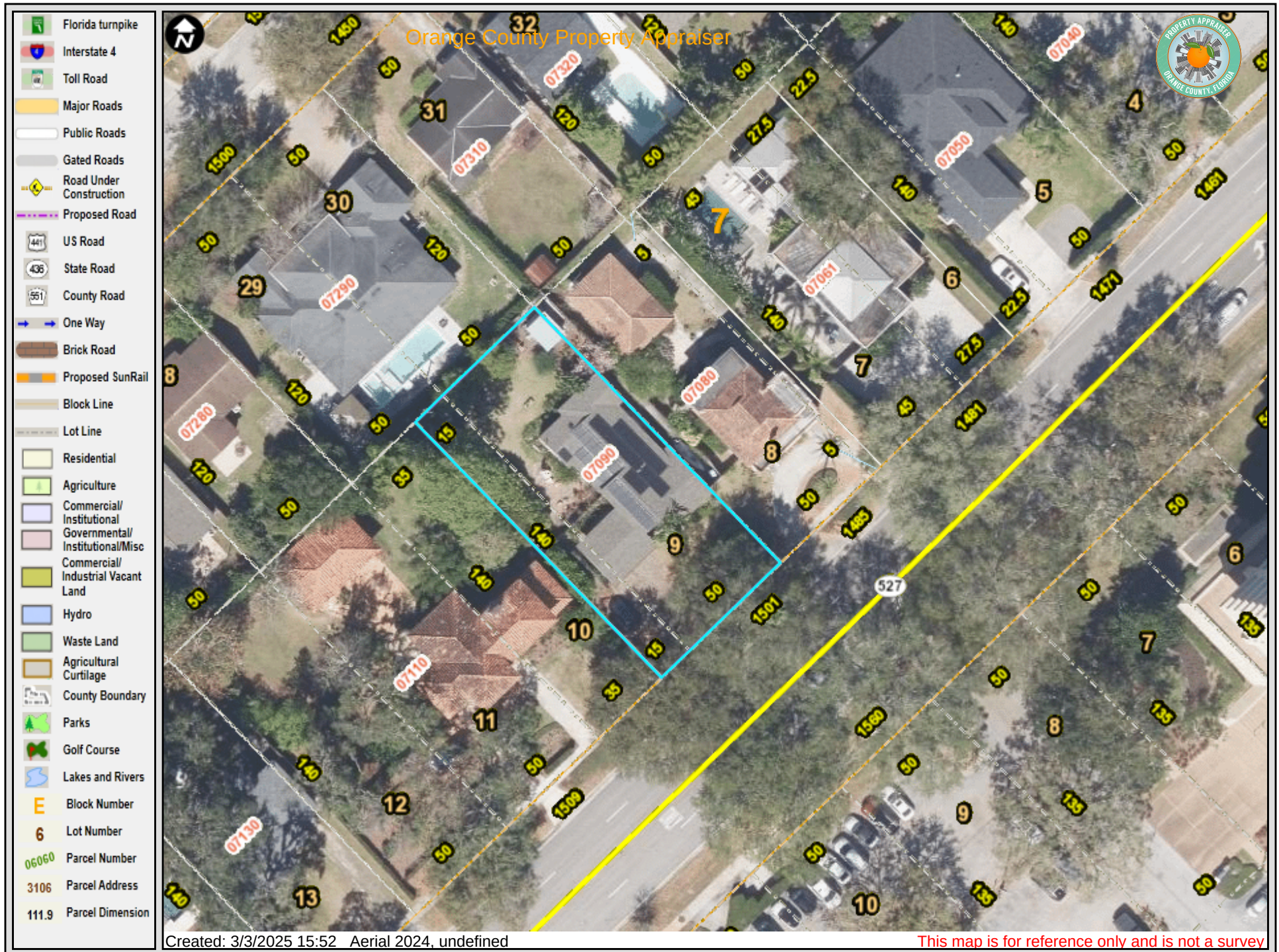
SECTION 1. That the City Commission of the City of Winter Park hereby designates 1501 Orange Avenue as a historic resource on the Winter Park Register of Historic Places.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park held in City Hall, Winter Park on this 26th day of March, 2025.

Sheila DeCiccio, Mayor

ATTEST:

Rene Cranis, City Clerk









**item type**

Public Hearings: Non Quasi-Judicial Matters

meeting date

March 26, 2025

prepared by

Allison McGillis, Director of Planning and Zoning

approved by

Randy Knight, City Manager

subject

Interlocal Agreement Between the City of Winter Park and Orange County for the Annexation of the Stonehurst Enclave

motion | recommendation

Staff recommends approval of the Interlocal Agreement to facilitate the annexation of the Stonehurst Road Enclave into the City of Winter Park.

background

Staff has worked with Orange County to prepare the attached Interlocal Agreement between the City of Winter Park and Orange County for the annexation of the Stonehurst Road Enclave, an area of Orange County consisting of thirteen single-family residential parcels. This agreement is consistent with Florida Statutes §171.046, which allows annexation of enclaves by interlocal agreement when the area is less than 110 acres.

The proposed annexation area is entirely surrounded by the City and meets the statutory definition of an enclave. This action supports the City's planning and service delivery goals by eliminating a fragmented unincorporated area within the municipal boundary and ensuring consistent service provision, including emergency services and utilities.

The agreement follows the direction established in the Joint Planning Area (JPA) Agreement between the City and County, approved on December 17, 2024, which identified the Stonehurst Enclave as a priority area for annexation within nine months.

Upon execution of the agreement, the City will initiate the appropriate land use and zoning amendments for the annexed properties in accordance with City Code and state law.

alternatives | other considerations**fiscal impact**

attachments

1. Stonehurst Drive_Interlocal for Enclave Annex-02.19.25 - final

AFTER RECORDING RETURN TO:

City of Winter Park
Attn: City Clerk
401 S Park Avenue
Winter Park, Florida 32789

For Recording Purposes Only

**INTERLOCAL AGREEMENT FOR ANNEXATION OF THE STONEHURST ROAD
ENCLAVE**

between

CITY OF WINTER PARK, FLORIDA

and

ORANGE COUNTY, FLORIDA

THIS INTERLOCAL AGREEMENT, dated this _____ day of _____, 20__, (hereinafter referred to as “Agreement”) between the **CITY OF WINTER PARK**, a municipal corporation in the State of Florida whose mailing address is 401 S. Park Avenue, Florida, 32789 (hereinafter referred to as “City”), and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida whose mailing address is 201 South Rosalind Avenue, Orlando, Florida 32801 (hereinafter referred to as “County”), is entered into for the purpose of annexing a certain enclave located within unincorporated Orange County into the corporate limits of the City of Winter Park, Florida, pursuant to, and as authorized by, Florida Statutes §171.046.

WITNESSETH

WHEREAS, Florida Statutes §171.046, adopted by the Florida Legislature, recognizes that enclaves can create significant problems in planning, growth management, and service delivery; that it is the policy of the State of Florida to eliminate enclaves; and provides a method for the annexation by interlocal agreement of enclaves that are one hundred and ten (110) acres or less; and

WHEREAS, the land area of the Stonehurst Road enclave as described in Attachment A and Attachment B (“Stonehurst Road Enclave”) is 5.57 acres in size and located more than one-half mile from the closest portion of unincorporated Orange County; and

WHEREAS, Florida Statutes §171.031, adopted by the Florida Legislature, defines areas that are “urban in character” as those lands used intensively for residential, urban recreational or conservation parklands, commercial, industrial, institutional, or governmental purposes or an area undergoing development for any of these purposes; and defines “enclave” as any unincorporated developed or improved area that is enclosed within and bounded on all sides by a single municipality, or any unincorporated developed or improved area that is enclosed within and bounded by a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality; and

WHEREAS, Florida Statutes §171.043, adopted by the Florida Legislature, describes the character of the area that may be annexed; and

WHEREAS, on December 17, 2024, the City and County entered into a Joint Planning Area Agreement providing, in part, that within nine (9) months the City and County shall work together in good faith to annex the Stonehurst Road Enclave into the City limits by an interlocal agreement pursuant to Florida Statutes §171.046(2); and

WHEREAS, it has been determined by the City that the thirteen (13) developed residential single family parcels to be annexed by this Agreement are within the future annexation and planning areas of the City and meet the requirements set out in Florida Statutes §171.046; and

WHEREAS, annexation of the Stonehurst Road Enclave into the City will avoid unnecessary confusion and duplication of municipal services, including emergency services.

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

SECTION I. The Recitals set forth above are true and correct and by this reference are incorporated herein as part of this Agreement.

SECTION II. This Agreement is executed in order to adjust and redefine the corporate limits of the City to include the lands described in Section III below in order to ensure the sound and efficient delivery of urban services to said lands.

SECTION III. The City and the County hereby find that the following lands (known as the Stonehurst Road Enclave) located in unincorporated Orange County is an enclave of unincorporated area of 110 acres or less which meets the criteria for annexation into the City under Florida Statutes §171.046;

See **Attachment “A”** which is attached hereto and by this reference made a part hereof. A map of the above-described lands which clearly shows the area proposed to be annexed is attached hereto as **Attachment “B”** and by this reference made a part hereof.

SECTION IV. The City hereby finds that the annexation of the lands herein described is consistent with State law, the City's Comprehensive Plan and meets all of the requirements for annexation set forth in State law, the City's Comprehensive Plan, and the City Code.

SECTION V. Pursuant to Florida Statutes §171.046(2), the City by this Agreement hereby annexes into the corporate limits of the City those lands described in Attachment "A" and Attachment "B" hereto.

SECTION VI. The lands herein described and future inhabitants of said lands shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances and regulations of the City and shall be entitled to the same privileges and benefits as other areas of the City.

SECTION VII. The lands herein described shall have the existing County land use plan and County zoning or subdivision regulations in full force and effect until the City adopts a comprehensive plan amendment and rezoning that includes said land. The City agrees to process for change the land use classification and zoning category of these annexed lands in accordance with applicable City ordinances and State laws within twelve (12) months following the date of execution of this Agreement by the second party hereto and at no charge to the owners of the land described in Attachment "A" hereto.

SECTION VIII. The City and the County hereby acknowledge that, prior to their approval of this Agreement, they have jointly provided written notice to all owners of the real property identified in Attachment A whose names and addresses are known by reference to the latest published ad valorem tax records of the Orange County Property Appraiser. The written notice described the purpose of this Agreement and stated the date, time, and place of the meetings of the City of Winter Park City Commission and the Orange County Board of County Commissioners at which this Agreement was to be considered for approval.

SECTION IX. Miscellaneous.

1. This Agreement may not be modified or amended, or any term or provision hereof waived or discharged except in writing, in recordable form, signed by the parties hereto, or their respective successors and assigns. Any such modification or amendment shall not be effective until recorded in the Public Records of Orange County, Florida.

2. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida.

3. All of the terms of this Agreement, whether so expressed or not, shall be binding upon the respective successors, assigns and legal representatives of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns and legal representatives.

4. The headings of this Agreement are for reference only and shall not limit or otherwise affect the meaning thereof.

5. Each party to this Agreement shall bear its own attorney fees and costs in connection with this Agreement and / or in connection with any action undertaken in compliance with, or relating to, this Agreement.

SECTION X. If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION XI. This Agreement shall become effective upon its execution by the second of the two parties hereto and such date shall be inserted on the first page of this Agreement. Thereafter the City Clerk is directed to file a certified copy of this Agreement and associated attachments with the Clerk of the Circuit Court in and for Orange County, Florida; the Orange County Property Appraiser; and the Department of State of the State of Florida.

SECTION XII. Following its execution by the City and the County, a copy of this Agreement shall be recorded and thereafter provided by U.S. mail to all owners of the real property identified in Attachment "A" whose names and addresses are known by reference to the latest published ad valorem tax records of the Orange County Property Appraiser.

IN WITNESS WHEREOF, the City and County have executed this Interlocal Agreement for Annexation of the Stonehurst Road Enclave on the dates inscribed below.

[Remainder of page left intentionally blank.]

“CITY”

**CITY OF WINTER PARK, a Florida
municipal corporation**

By: _____
Sheila DeCiccio, Mayor

Attest: _____
Rene Cranis, City Clerk

Executed on:

(SEAL)

**FOR USE AND RELIANCE ONLY BY
THE CITY OF WINTER PARK, FLORIDA.
APPROVED AS TO FORM AN
LEGALITY this ____ day of _____, 2025**

**APPROVED BY THE CITY
COMMISSION AT A MEETING
HELD ON _____, 2025**

By: _____
City Attorney

“COUNTY”

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____

Jerry L. Demings
Orange County Mayor

Date: _____, 2025

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

By: _____

Deputy Clerk

Print Name: _____

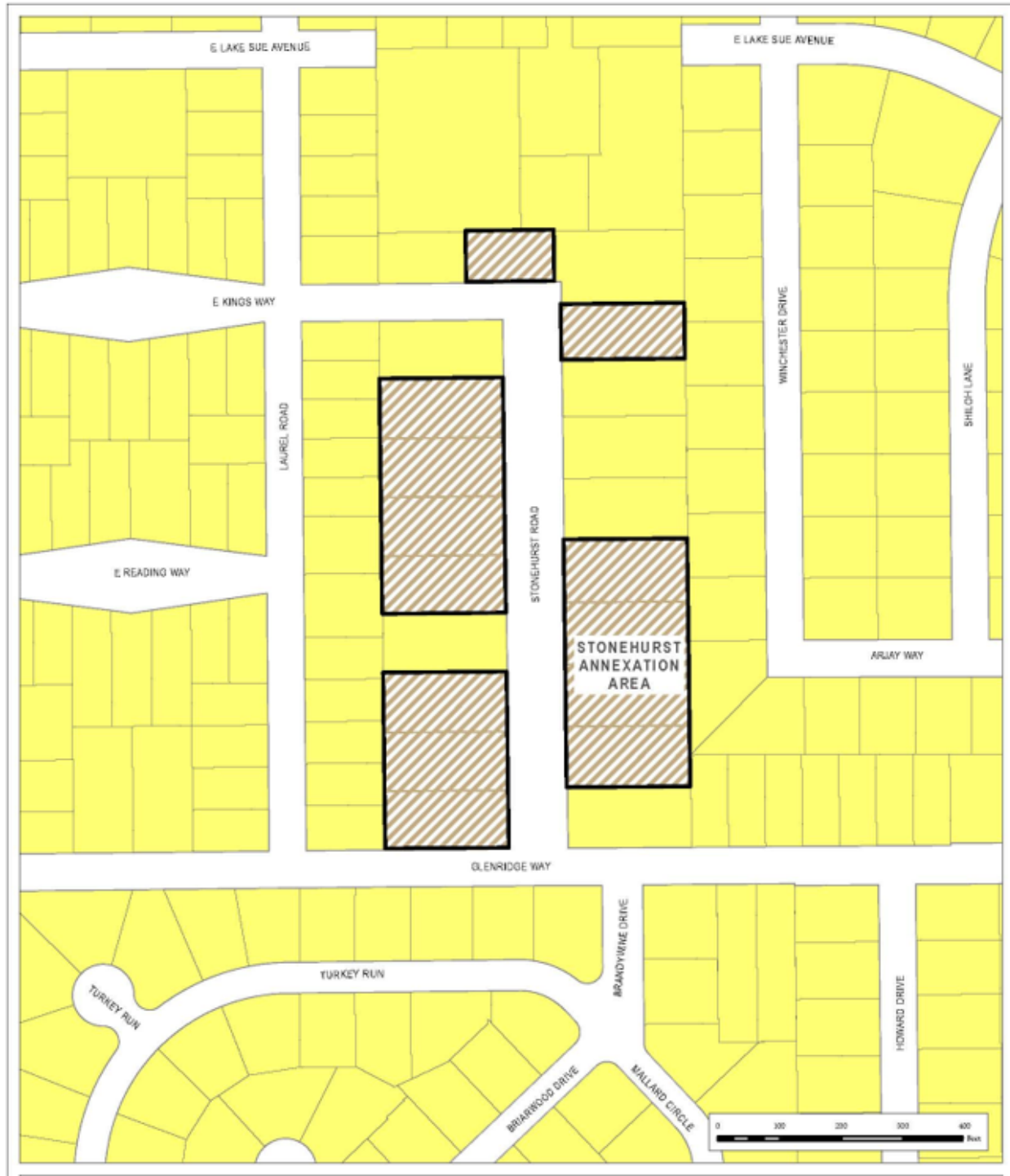
ATTACHMENT “A”

LEGAL DESCRIPTION OF ANNEXED LANDS

Lot 1, Lots 4 through 7, Lots 9 through 11, Lots 13 through 16 and Lot 19, per the plat of Stonehurst Estates as recorded in Plat Book “U”, Page 9 of the Public Records of Orange County, Florida. Also identified as:

Lot 1	443 E. Kings Way	17-22-30-8324-00-010
Lot 4	1811 Stonehurst Road	17-22-30-8324-00-040
Lot 5	1815 Stonehurst Road	17-22-30-8324-00-050
Lot 6	1819 Stonehurst Road	17-22-30-8324-00-060
Lot 7	1907 Stonehurst Road	17-22-30-8324-00-070
Lot 9	1915 Stonehurst Road	17-22-30-8324-00-090
Lot 10	1919 Stonehurst Road	17-22-30-8324-00-100
Lot 11	1923 Stonehurst Road	17-22-30-8324-00-110
Lot 13	1918 Stonehurst Road	17-22-30-8324-00-130
Lot 14	1914 Stonehurst Road	17-22-30-8324-00-140
Lot 15	1910 Stonehurst Road	17-22-30-8324-00-150
Lot 16	1906 Stonehurst Road	17-22-30-8324-00-160
Lot 19	1808 Stonehurst Road	17-22-30-8324-00-193

ATTACHMENT “B”
MAP OF ANNEXED LANDS



**item type**

Public Hearings: Non Quasi-Judicial Matters

meeting date

March 26, 2025

prepared by

Rene Cranis, City Clerk

approved by

Randy Knight, City Manager

subject

Ordinance - Amending Chapter 42, Elections, changing the qualifying period, allowing electronic filing of campaign treasurer reports, modifying canvassing board procedures, clarifying the role of the city clerk in election administration, and revising to improve clarity and consistency in election procedures. (1st reading)

motion | recommendation

Approve the ordinance

background

In October 2024, the commission directed the review of the election code to revise the qualifying period and to allow for electronic filing of campaign reports.

The attached ordinance reflects the following:

- Qualifying dates changed to begin at noon on December 1st, or the first business day following, and end at noon on the fifth business day following the first day.
- Allows electronic filing of campaign treasurer reports and acceptance of electronic signatures on reports.
- Removes language duplicating the Florida Election Code and Administrative Rules.
- Reflects processes managed by the Orange County Supervisor of Elections Office (SOE).
- Designates the city clerk to represent the Canvassing Board at the public test, opening of vote by mail ballots and post-election audit and present the results to the Canvassing Board for certification. (This eliminates the need for all Canvassing Board members to attend.)

alternatives | other considerations**fiscal impact**

attachments

1. Ordinance amending Election Code

ORDINANCE _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 42 "ELECTIONS" OF THE CITY CODE TO REVISE QUALIFICATION DEADLINES AND PERIODS, MODIFY CANVASSING BOARD PROCEDURES, CLARIFY THE ROLE OF THE CITY CLERK IN ELECTION ADMINISTRATION, UPDATE CAMPAIGN FINANCE REPORTING REQUIREMENTS, REMOVE OBSOLETE REFERENCES, AND MAKE OTHER REVISIONS TO IMPROVE CLARITY, EFFICIENCY, AND CONSISTENCY IN ELECTION PROCEDURES; PROVIDING FOR SEVERABILITY, CODIFICATION, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Winter Park recognizes the need to update and clarify election procedures to improve consistency, efficiency, and transparency in the administration of the City's elections; and

WHEREAS, revising the qualification deadlines and periods to establish fixed dates for candidate qualification will provide consistency, eliminate the need for adjustments during years with a Presidential Preference Primary, and ensure a clear qualification process for special elections; and

WHEREAS, allowing the City Clerk or designee to attend the public test, oversee the opening of vote-by-mail ballots, and conduct the final audit will improve administrative efficiency, while the Canvassing Board will retain its role in certifying election results; and

WHEREAS, removing obsolete references, including references to language that is no longer in the City Charter such as primary and special primary elections, and those no longer relevant under state law, is necessary to ensure the City Code reflects current election practices; and

WHEREAS, these amendments will improve the administration of elections, enhance voter confidence, and ensure that election-related provisions remain clear, effective, and aligned with best practices; and

WHEREAS, the City Commission is authorized to amend the City's election procedures by ordinance in accordance with Chapter III of the City Charter, Section 100.3605, Florida Statutes, and other provisions of law.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF WINTER PARK, FLORIDA, AS FOLLOWS:

SECTION I: Recitals. The above recitals are true and correct, are adopted and incorporated herein, and constitute the legislative findings of the City Commission of the City of Winter Park.

SECTION II: Amendment and New Code Section. Sections 42-1 through 42-11 of the City of Winter Park Code of Ordinances are hereby amended, and a new Section 42-12 is created, as set forth below (underlined language is additions; ~~stricken~~ through language are deletions; and provisions not shown are not being amended):

Sec. 42-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Election means any ~~primary election, special election, special primary election, run-off election, or general election.~~

General election means an election held on the second Tuesday in March.

~~*Newspaper of general circulation* means a newspaper printed in English which is readily available for purchase by all residents of the city, but does not mean a newspaper intended primarily for members of a particular professional or occupational group or a newspaper, the primary function of which is to carry legal notices, or a newspaper that is given away primarily to distribute advertising.~~

~~*Primary election* means an election held preceding the general city election to narrow the number of candidates for any office down to two.~~

~~*Qualification deadline* means no later than 12:00 noon of the 49th day prior to the date of the general election. If the 49th day prior to the date of the general election is a legal holiday as defined by the city, or under the law of the State of Florida, then the qualification deadline shall mean no later than 12:00 noon of the first non-holiday business day immediately preceding the 49th day prior to the date of such election. The 12:00 noon qualification deadline shall be treated as a jurisdictional deadline, which means that all qualification documents and matters required in order to qualify for office shall be properly completed and filed with the city clerk by such deadline without exception. The jurisdictional nature of this deadline, and the requirements that all matters must be properly completed and filed with the city clerk before the qualification deadline, are incorporated by reference each time the term "qualification deadline" is used in this chapter. The qualification deadline for city elections other than the general election shall be the same as the above, relative to the date of such other election, unless otherwise determined by the city commission via resolution or ordinance.~~

Qualification documents means all documents required by the Florida Election Code, Chapters 97 through 106, and this chapter.

Qualification period means that period that is between 12:00 noon of the business day that is five business days immediately preceding the qualification deadline and the qualification deadline. In each year of an election, the city clerk shall determine the qualification deadline and will begin the qualification period such that candidates shall have five business days, beginning at 12:00 noon on the first business day of the qualification period, in which to qualify beginning at noon on December 1st, or the first

business day thereafter, ending at noon on the fifth business day following the first day of the qualification period. The beginning and ending times and dates of the qualification period shall be treated as jurisdictional, which means that all qualification documents and matters required in order to qualify for office must be properly completed and filed with the city clerk by the qualification deadline, as that term is defined in this section. The jurisdictional nature of this deadline, and the requirements that all matters must be properly completed and filed with the city clerk before the qualification deadline, are incorporated by reference each time the term "qualification period" is used in this chapter.

Run-off election means an election held after the general election or other applicable election in the event that no candidate receives a majority vote, the candidates for which run-off election are the two candidates receiving the highest number of votes in the general election or other applicable election.

Special election means an election held other than at the time scheduled for a general city election for the purpose of filling a vacancy on the city commission. The qualifying deadline for special elections shall be at noon on the 60th day prior to the date of the special election. If the 60th day is a legal holiday, then the deadline shall be the first non-holiday business day preceding the 60th day. The first day of qualifying shall be at noon on the fifth business day prior to this deadline.

~~*Special primary election* means an election two weeks prior to a special election to narrow the number of candidates for the vacant office down to two.~~

Sec. 42-2. Applicability of state statutes.

In all elections held under this chapter, where any question arises which is not settled by the laws of the city, the state election code applying to like situations involving state and county elections shall govern so far as such code may be applicable. In the application of such general laws, the term "city clerk" shall be substituted for the term "county supervisor of elections," and the term "city commission" shall be substituted for the term "board of county commissioners" wherever applicable.

~~Sec. 42-3. Designation of polling places; n~~Notice of elections; clerks and inspectors; form of ballot.

~~(a) The city commission shall designate the places of polling for all city elections. The number of clerks and inspectors and the form of ballot shall be in accordance with the general laws of the state.~~

(b)——The city commission shall give notice of all general or special elections at least 15 days prior to the date of the election and at such time shall designate the polling places and clerks of the elections and inspectors in accordance with the general laws of the state. All voting shall be by secret ballot, and the ballot shall be substantially in the form as prescribed by the general laws of the state.

Sec. 42-4. Absentee Vote-by-mail voting.

The city adopts applicable state statutes governing substantive and procedural law concerning absentee vote-by-mail voting in city elections.

Sec. 42-5. Early voting opt out.

The city exercises its right to exempt itself from the provisions of F.S. § 101.657, as to all municipal elections. The city commission shall retain the ability to conduct early voting or contract with the Orange County Supervisor of Elections to conduct early voting as and when the city commission determines early voting would be in the best interest of the city.

Sec. 42-6. City commission seats.

All candidates for city commission shall qualify for either seat 1, 2, 3 or 4. The city clerk shall indicate on ballots for election whether a candidate has qualified for seat 1, 2, 3 or 4.

Sec. 42-7. Qualification of candidates and clerk's certification.

(a) In order for the name of any candidate to be printed on the ballot of any election, such candidate must file with the city clerk, during the qualification period, completed qualification documents in order to have his or her name printed on the ballot. This requirement may be changed by resolution of the city commission for special elections. The qualification documents must include all documents required to be filed under the election code, F.S. chs. 97 to 106, state administrative rules, and those required by the city, including, but not limited to, the following:

(1) ~~Form DS-DE9, appointment of campaign treasurer and designation of campaign depository. This form must be on file with the city clerk before the candidate opens the campaign account;~~

(2) ~~Form DS-DE84, statement of candidate;~~

(3) ~~Petitions signed by not less than 25 registered voters of the city validated by the Orange County Supervisor of Elections;~~

(4) ~~Form DS-DE25, candidate oath - nonpartisan office;~~

(5) City of Winter Park candidate oath:

State of Florida

County of Orange

Before me, an officer authorized to administer oaths, personally appeared _____ to me well known, who, being sworn, says that he/she is a candidate for the office of _____; that he/she is a qualified elector of the City of Winter Park, Orange County, Florida; that he/she has not violated any of the laws of the state relating to elections or the registration of electors.

(6) ~~A financial disclosure statement as provided for in F.S. § 112.311 et seq., as amended from time to time; and~~

(7) ~~The election assessment required by F.S. § 99.093, as amended from time to time, drawn upon the candidate's campaign account.~~

(b) ~~It shall be the duty of the candidate to comply with the provisions of this section. The city clerk shall, nevertheless, endeavor to notify each candidate in writing not more than five working days and not less than two working days after the requisite qualification documents have been filed, of any facial and obvious defect or deficiency in~~

~~the qualification documents. Corrections or additions may be made any time prior to the qualification deadline, but not thereafter. The city clerk has no duty to notify candidates of deficiencies in qualification documents that are filed less than two working days before the qualification deadline, or of defects that are not facial and obvious. It is of paramount importance that each person seeking to qualify for placement on the ballot understands their responsibility to file proper qualification documents, regardless of whether or not the city clerk points out deficiencies in a timely or accurate manner. In all cases, a defect or deficiency in the qualification documents may be grounds for disqualification in accordance with Florida law regardless of whether the city clerk has timely pointed out such defect or deficiency.~~

(c) — The city clerk is authorized to enforce the qualification deadline, and all filing requirements set forth in this section, under state law, and pertinent Florida Division of Elections opinions. There will be no exceptions to the requirement that all matters be properly completed and filed during the qualification period and before the qualification deadline, in order for all interested citizens to have an equal and fair opportunity to qualify to have their names placed on the ballot.

(dc) The timely filing by or on behalf of a candidate of the completed qualification documents shall constitute written notice of candidacy as required by section 3.02 of the Charter of the City of Winter Park.

Sec. 42-8. Names on ballots.

(a) — The city clerk shall have ballots printed for use in all elections and shall place on the ballots the names of the candidates qualifying for each designated office in alphabetical order as they appear on the State Candidate Oath.

~~(b) — When three or more candidates have qualified for a designated office, the city clerk shall place the names of each of them on the ballots for the applicable election.~~

~~(c) — Candidates for each designated office shall be listed in alphabetical order. Names appearing on the ballots shall be as they appear on the candidates' applications.~~

Sec. 42-9. Contest of elections.

The provisions of F.S. §§ 102.166—102.168, 102.1682 and 102.1685 are adopted as part of this chapter and incorporated by reference in this section as nonexclusive procedures for contesting the result of any city election.

Sec. 42-10. Elections in the years of federal presidential preference primary elections.

(a) In those years in which there is a federal presidential preference primary election in the State of Florida on any date as may be established by governing Florida law, the city's general city election provided for in article III of the City Charter, in accordance with governing Florida law, shall be held concurrently with the federal presidential preference primary election. For those general elections subject to this section, the run-off election, if needed, shall be held on ~~the second Tuesday in the month following the month of such general election or on another date as determined by~~

~~the city commission by resolution or ordinance the date set by the Supervisor of Elections. The city clerk shall establish an appropriate qualifying period given these election dates and the shall be the same as defined in other provisions of this Code.~~

(b) The Orange County Canvassing Board is hereby authorized to canvass the City of Winter Park ballots voted in the city general election set in accordance with this section and in compliance with Florida law and adopted by the Orange County Canvassing Board.

(c) Terms of office are not affected by this section, and will begin and end as provided by the City Charter or other applicable law.

Sec. 42-11. Campaign finance reporting.

(a) All candidates for Winter Park office shall abide by applicable state statutes as amended from time to time.

(b) In order to enhance transparency in campaign financing, all campaign finance reports submitted by a candidate must be submitted electronically via computer ~~or on a computer readable disc in a sortable format established by the city clerk~~ the city's designated campaign financing reporting platform.

(c) ~~Each campaign finance report filed pursuant to this section shall be considered to be under oath by the candidate and the candidate's treasurer and those individuals are subject to the requirements of state law regarding the accuracy and timely filing of reports. Campaign finance reports required under this section may be electronically signed using an electronic signature that complies with the Florida Electronic Signature Act, Chapter 668, Florida Statutes, or any other applicable law.~~

(d) ~~Concurrently with the electronic filing of a campaign finance report, the filing party shall submit to the city clerk an original signature page certifying under oath the accuracy of the information contained in the report.~~

(e) ~~Electronic campaign finance reports must be filed by 5:00 p.m. on or before the days set forth in state statutes as amended from time to time.~~

Sec. 42-12. Canvassing Board.

(a) The Canvassing Board, established in accordance with the City Charter, shall canvass election results in accordance with Florida law using the criteria adopted and used by the Orange County Canvassing Board for the previous election.

(b) The City Clerk or their designee shall attend the public test of voting equipment, oversee the opening of vote-by-mail ballots, and conduct the final audit on behalf of the City. Following the public test and final audit, the Canvassing Board shall convene to review and certify the accuracy of the test and audit results.

SECTION III: Inconsistency. If any Ordinances or parts of Ordinances are in conflict herewith, this Ordinance shall control to the extent of the conflict.

SECTION IV: Severability. If any portion of this Ordinance is determined to be void, unconstitutional, or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

SECTION V: Codification. Section II of this Ordinance shall be codified and made a part of the City of Winter Park Code of Ordinances; the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; the word "*Ordinance*" may be changed to "*Section*," "*Article*," "*Division*" or another appropriate word. The City Clerk is given liberal authority to correct scrivener's errors, such as incorrect Code cross-references, grammatical, typographical, and similar errors when codifying this Ordinance.

SECTION VI: Effective Date. This Ordinance will become effective immediately following approval by the City Commission at its second reading.

PASSED AND ADOPTED on second reading this ____ day of _____ 2025.

By: Sheila DeCiccio, Mayor

ATTEST:

Rene Cranis, City Clerk

**item type**

Public Hearings: Non Quasi-Judicial Matters

meeting date

March 26, 2025

prepared by**approved by**

Randy Knight, City Manager

subject

Resolution-2298-25_Hungerford Elementary Safe Routes to School LAP Agreement_443395-1-58-01

motion | recommendation

Recommend to approve.

background

This resolution is for the Local Agency Program Agreement on the Hungerford Elementary School Safe Routes to School project between the City of Winter Park and the Florida Department of Transportation.

This project is a "Safe Routes to School Project" for Hungerford Elementary School. The project is approximately 0.81 miles and enhances the safety of pedestrians and students' mobility to and from school. The limits and streets are within the Town of Eatonville and the City of Maitland, which the City of Winter Park has an inter-local agreement with both jurisdictions:

- South side of Monroe Avenue in front of the Margaret Square Apartments
- North side of Fitzgerald Drive from Jonotey Drive to West Avenue
- West side of West Avenue from Fitzgerald Drive to Ruffel Street
- North side of Ruffel Street from West Avenue to South College Avenue
- East and West sides of South College Avenue from Ruffel Street to Kennedy Boulevard

The proposed improvements include installation of five and six-foot-wide sidewalks, driveway reconstruction, milling and resurfacing, and pavement markings to accommodate Americans with Disabilities Act standards. Two Rectangular Rapid Flashing Beacons will be introduced at a proposed crossing on Monroe Avenue at the existing bus stop and at the intersection of South College Avenue and Kennedy Boulevard.

alternatives | other considerations

fiscal impact

Local Funds: Ped & Bike CIP - \$1,456.00

attachments

1. Resolution-2298-25_Hungerford Elementary LAP Agreement
2. 443395-1-58-01 (FY25) - LAP - Hungerford Elementary School
3. 443395-1-58-01 Project Monitoring

RESOLUTION 2298-25

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, APPROVING THE COORDINATION BETWEEN THE CITY OF WINTER PARK AND THE FLORIDA DEPARTMENT OF TRANSPORTATION REGARDING THE LOCAL AGENCY PROGRAM AGREEMENT FOR THE HUNGERFORD ELEMENTARY SCHOOL SIDEWALK GAPS SAFE ROUTES TO SCHOOL PROJECT.

WHEREAS, the State of Florida Department of Transportation and City of Winter Park desire to facilitate the Hungerford Elementary School Sidewalk Gaps Safe Routes to School project and,

WHEREAS, the State of Florida Department of Transportation has requested City of Winter Park to execute and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project, FPN 443395-1-58-01.

NOW, THEREFORE, be it resolved by the City Commission of the City of Winter Park, Florida that:

The City Commission of the City of Winter Park hereby grants authorization to the City Manager to make, execute, and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement, and any Supplemental Agreements to the Local Agency Program Agreement for the aforementioned project, Financial Project Number (FPN) 443395-1-58-01

ADOPTED at a regular meeting of the City Commission of the City of Winter Park held in City Hall, Winter Park on this 26th day of March, 2025.

Mayor Sheila DeCiccio

ATTEST:

City Clerk Rene Cranis

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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FPN: <u>443395-1-58-01</u>	FPN: _____	FPN: _____
Federal No (FAIN): <u>D523 079 B</u>	Federal No (FAIN): _____	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: <u>LF/ SR2T/ TALU</u>	Fund: _____	Fund: _____
Org Code: <u>55054010508</u>	Org Code: _____	Org Code: _____
FLAIR Approp: <u>088796</u>	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: <u>780000</u>	FLAIR Obj: _____	FLAIR Obj: _____
County No: <u>75</u>	Contract No: _____	
Recipient Vendor No: <u>F596000445001</u>	Recipient Unique Entity ID (UEI) No: <u>SAQEJWCB7NN5</u>	

Assistance Listing Number (ALN): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency (This date to be entered by DOT only) of the State of Florida ("Department"), and the City of Winter Park ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Hungerford Elementary School Sidewalk Gaps Safe Routes to School project, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before May 31, 2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
 - a. The estimated cost of the Project is \$ 1,048,635.00 (One Million Forty-Eight Thousand Six Hundred Thirty-Five Dollars and No/100). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$ 1,047,179.00 (One Million Forty-Seven Thousand One Hundred Seventy-Nine Dollars and No/100) and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 02/25
Page 2 of 15

- c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:
- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
 - iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
 - iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
 - b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
 - c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
 - d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
 - e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
 - f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.
- ☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department,

provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g.** Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. 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 a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient 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 Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h.** The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i.** Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k.** The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

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- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"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 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

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- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
- i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

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- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.
- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

 - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “E”** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse (“FAC”) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally

delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts

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with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. 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 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 excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

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- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

- ☐ shall
☒ shall not
☐ N/A

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

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- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.
- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
 - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
 - ii. expressly require any contractor 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 subcontractor during the contract term.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

- a. Exhibits "A", "B", "C", "D", "E" and "F" are attached to and incorporated into this Agreement.
- b. ☒ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

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- e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.
- g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h. ☒ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- i. ☒ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: N/A

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

* Exhibit G: FHWA Form 1273

* Exhibit H: Alternative Advance Payment Financial Provisions

* Exhibit I: State Funds Addendum

* Exhibit J: State Financial Assistance (Florida Single Audit Act)

* Exhibit K: Advance Project Reimbursement

* Exhibit L: Landscape Maintenance

* Exhibit M: Roadway Lighting Maintenance

* Exhibit N: Traffic Signal Maintenance

* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s): N/A

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

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

RECIPIENT CITY OF WINTER PARK

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name: C. Jack Adkins
Title: Director of Transportation and Development

Legal Review:

EXHIBIT A**PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 443395-1-58-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and the City of Winter Park (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: See Project Description Below

PROJECT DESCRIPTION:

The Hungerford Elementary School Sidewalk Gaps Safe Routes to School (SRTS) project is with the City of Winter Park. This is a SRTS sidewalk project with limits along several streets within the Town of Eatonville and the City of Maitland. The limits and streets are the following:

- South side of Monroe Avenue in front of the Margaret Square apartments
- North side of Fitzgerald Drive from Jonotey Drive to West Avenue
- West side of West Avenue from Fitzgerald Drive to Ruffel Street
- North side of Ruffel Street from West Avenue to South College Avenue
- East and West sides of South College Avenue from Ruffel Street to Kennedy Boulevard

The total length of the project is approximately 0.81 miles.

The proposed improvements include the installation and improvement of five and six-foot-wide sidewalks along the roadways listed above to improve pedestrian safety around Hungerford Elementary School. Driveway reconstruction, milling and resurfacing, and pavement reconstruction are proposed to accommodate Americans with Disabilities Act (ADA) standards. Milling and resurfacing is proposed at the following locations:

- Midblock crossing on Monroe Avenue at an existing bus stop
- Intersection of Monroe Avenue and Jonotey Drive
- Intersection of Fitzgerald Drive and South West Avenue
- Intersection of South West Avenue and Wigman Street
- Intersection of South West Avenue and Ruffel Street
- Intersection of Ruffel Street and Moseley Avenue
- Intersection of Ruffel Street and South College Avenue

Pavement reconstruction is proposed at the following locations:

- North side of Ruffel Street across from the Eatonville Boys and Girls Club
- Intersection of Ruffel Street and Calhoun Avenue
- Intersection of South College Avenue and Lime Street
- Intersection of South College Avenue and Orange Avenue
- Intersection of South College Avenue and Lemon Street

Concrete curb (type F, type D, and valley gutter) reconstruction is proposed at curb returns to accommodate installation of curb ramps and at locations needing driveway reconstruction. Rectangular Rapid Flashing Beacons (RRFBs) are proposed at the following locations:

-On Monroe Avenue at an existing bus stop and new midblock crosswalk

-Intersection of South College Avenue and Kennedy Boulevard

Conduit (open trench), pull & splice boxes, and pedestrian poles are proposed to accompany the RRFBs. Signing and pavement marking improvement include thermoplastic markings (for crosswalks), relocation of sign panels, and the installation, removal, and relocation of single column ground sign assemblies.

Other construction elements include mobilization, maintenance of traffic, erosion control, clearing and grubbing, regular excavation, embankment, concrete removal, mailboxes, root barrier, and sod.

The following items are non-participating and will be locally funded:

-107-1 Litter Removal

-107-2 Mowing

All pedestrian facilities shall adhere to current ADA standards. Utility coordination will be required during construction and utility work schedules have been developed. The Agency has received a permit exemption from the St Johns River Water Management District. The City shall construct the project within the limits of the existing right of way (Town of Eatonville and City of Maitland) or easements.

SPECIAL CONSIDERATIONS BY RECIPIENT:

Exhibit O – Terms and Conditions of Construction in Department Right-of-Way is included in all agreements. This exhibit is only applicable if the Project involves construction on, under, or over the Department's right-of-way.

Based on the Recipient's Elevated financial risk level, this project requires submission and review of the "Project Monitoring Status Report" monthly; and submission and review of invoices and supporting documentation no more often than monthly and no less than quarterly. The initial invoice will be submitted within 180 days of the Department's Notice to Proceed and no more often than monthly and no less than quarterly thereafter. Required documents should be submitted via email to D5-ConstructionSpecialProjects@dot.state.fl.us.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Construction contract to be let (Bid Opening) by July 2, 2025.
- b) Construction Duration of 140 days.
- c) Construction to be completed (Final Acceptance) by January 1, 2026.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Invoice payments will be made on a pro-rata basis as a percentage of the federal funding amount compared to the actual award amount. Any contract changes/claims which result in federal aid ineligible cost and/or time will be the sole responsibility of the Recipient. Such changes may include, but are not limited to, premium costs due to Design or CEI errors or omissions, repairing items that had not been properly maintained, additional contract time and/or costs occurring from utility delays, differing site conditions or other unforeseen conditions.

In the event the Project costs exceed the cost included in Exhibit "B", Schedule of Financial Assistance, the Recipient will be solely responsible for providing the additional funds that are necessary to complete the Project.

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

CEI services for this project are being provided through the District's Continuing Services CEI contract (CSC). Federal funds in the amount of \$178,935.00, representing the negotiated CEI contract amount, have been programmed on the

project (443395-2-62-01). Should costs for federally eligible items exceed the programmed amount and additional federal funding is not available, the Recipient will be solely responsible to provide the additional funds that are necessary to complete the Project. Federal funds utilized on the District CSC are not subject to Exhibit "E" - Federal Financial Assistance (Single Audit Act). The Recipient will be solely responsible for CEI costs for federally ineligible items that require CEI services.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: City of Winter Park 401 South Park Avenue Winter Park, Florida 32789	FINANCIAL PROJECT NUMBER: 443395-1-58-01
--	--

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction- Phase 58				
FY: 2024-2025 (LAP)	\$ <u>1,048,635.00</u>	\$ <u>1,456.00</u>	\$ <u>0.00</u>	\$ <u>1,047,179.00</u>
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Construction Cost	\$ 1,048,635.00	\$ 1,456.00	\$ 0.00	\$ 1,047,179.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$ 1,048,635.00	\$ 1,456.00	\$ 0.00	\$ 1,047,179.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Precious L. Lewis
District Grant Manager Name

Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT C****TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT E****FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

ALN No.: 20.205
ALN Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
ALN Program Site: <https://sam.gov/fal/a122e57ebdd94c6b95d87450afeda1aa/view>
Award Amount: \$1,047,179.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)

<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

Federal Highway Administration – Florida Division

<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

<https://www.fsrs.gov/>

EXHIBIT F**CONTRACT PAYMENT REQUIREMENTS**
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address

<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.

EXHIBIT G

FHWA FORM 1273

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated October 23, 2023 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:

<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT H****ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS**

If payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes:

1. The invoiced amount to the Department for contractor(s) and consultant(s) cannot exceed the amount of the invoice received from the Recipient's contractor(s) or consultant(s).
2. All of the Recipient's costs must have been incurred and paid prior to the date of the invoice.
3. All invoices received from the Recipient shall clearly separate the cost of the contractor(s) or consultant(s) from the Recipient's costs billed to the Department.
4. All invoices submitted to the Department must provide complete documentation, including a copy of the contractor's or consultant's invoice(s), to substantiate the cost on the invoice.
5. The Recipient must certify on each invoice that the costs from the contractor(s) or consultant(s) are valid and have been incurred by the contractor(s) or consultant(s).
6. Each monthly invoice subsequent to the first invoice from the Recipient must contain a statement from the Recipient that the previous month's cost incurred by the contractor(s) or consultant(s) has been paid by the Recipient to the contractor(s) or consultant(s).

EXHIBIT "N"

TRAFFIC SIGNAL MAINTENANCE

Paragraph 16. is modified to include the following provisions:

1. When the District Traffic Operations Engineer of the Department has served a request order on the Recipient, and the designated officer of the Recipient has favorably acknowledged the request order, the Recipient shall undertake the responsibilities to maintain and operate existing or new traffic signals and signal systems mentioned in the request order.
2. The proposed functional design and operation of new traffic signals and signal systems shall be reviewed by the Recipient in conjunction with the Department prior to installation. Such design and operation will be as energy efficient as possible.
3. The installation of signals or signal systems shall not endanger highway travel and shall be conducted in accordance with Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), as amended, and with all applicable Department standards, specifications and plans governing traffic control for street and highway construction and maintenance.
4. The Recipient shall be responsible for the maintenance and continuous operation of the traffic signals and signal systems (central computer, cameras, message signs, and communications interconnect), school zone traffic control devices, intersection flashing beacons, illuminated street sign names, and the payment of electricity and electrical charges incurred in connection with the operation of such traffic signals and signal systems upon completion of their installation. In the case of construction contracts, the Recipient shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Repair or replacement and other responsibilities of the installation contractor and the Department, during the burn-in period between conditional and final acceptance, are contained in the most recent Department's Standard Specifications for Road and Bridge Construction.
5. The Recipient shall maintain and operate the traffic signals and signal systems in a manner that will ensure safe and efficient movement of highway traffic and that agree with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the MUTCD, as amended. The Recipient's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service, and routine repairs), and emergency maintenance (troubleshooting in the event of equipment malfunction, failure or damage). The Recipient shall record its maintenance activities in a traffic signal maintenance log which shall contain, as a minimum, traffic signal log details recommended by the IMSA.
6. The Recipient may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is the same age or newer and is capable of performing the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to the Recipient.
7. The Recipient shall set and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications or special provisions. The Recipient may make modifications in phasing of traffic signals and signal systems to accommodate changing needs of traffic provided prior written approval is obtained from the Department. Department approval shall be contingent upon an engineering report prepared by or for the Recipient in accordance with Section 1A.09, "Engineering Study and Engineering Judgment", of the MUTCD recommending such changes and signed and sealed by a qualified Professional Engineer licensed in the State of Florida. The Recipient may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer. The Recipient shall send a signed and sealed copy of the timings to the Department immediately after installation. The Department reserves the right to examine equipment, timing, and phasing at any time and, after consultation with the Recipient, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by the Recipient.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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OGC - 09/18
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8. The Recipient shall note in the maintenance log any timing and/or phasing changes and keep a copy of the timings and any approval documentation in a file.
9. The Recipient may enter into agreements with other parties pertaining to traffic signals and signal systems including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System provided that such agreements are consistent with the mutual covenants contained in this Exhibit. The Recipient shall furnish a copy of such agreements to the Department.
10. This Exhibit shall remain in force during the life of the originally installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto until superseded by a Traffic Signal Maintenance and Compensation Agreement between the Department and the Recipient.

EXHIBIT O**TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY****Section 17.g. of the Agreement is amended as follows for Construction on the Department's Right of Way.**

1. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

- a.** The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

- b.** The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is D5-ConstructionSpecialProjects@dot.state.fl.us.
- c.** The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- d.** The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- e.** The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- f.** It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

- g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.
- i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.
- k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.
- o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

- p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- r. Restricted hours of operation will be from TO BE DETERMINED PRIOR TO CONSTRUCTION, (DAYS OF THE WEEK FOR RESTRICTED OPERATION TO BE DETERMINED), unless otherwise approved by the Operations Engineer, or designee.
- s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

D5-PIO@dot.state.fl.us

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

Local Agency Program (LAP) Risk Assessment Subrecipient Monitoring Details

Entity Name: CITY OF WINTER PARK

Project Description(s): HUNGERFORD ELEMENTARY SCHOOL SIDEWALK GAPS SRTS

FPID / Contract No(s): 443395-1-58-01 | TBD

FAP No(s): D523 079 B

Date of Review: 2/28/2025

Current Subrecipient Risk Level: ELEVATED

Current or Estimated Project Funding: \$1,048,635.00

Fiscal Year(s) of Project Delivery: 2024-2025

			RISK LEVEL (Project Assigned Frequency)	RISK LEVEL (Minimum Frequency)
#	Monitoring Activities	Description of Activity	(ELEVATED)	
1	Invoice Review	Verify that all requested costs identified on the "Local Programs Invoicing Template" have supporting documentation and have been paid for by the Subrecipient. If issues are detected in the randomly selected invoice that are significant, then a site visit may be scheduled to resolve the matter in person. If issues are not adequately resolved, expand invoice review sample to next risk level frequency. Invoicing reviews occurring more often than quarterly will need to be defined in Exhibit A of the LAP Agreement.	Quarterly	Quarterly
2	Audit Review	<i>Single Audit:</i> Review Subrecipient's single audits (as applicable) in areas such as compliance, financial stability, disclosures of related party transactions, etc. for each year the project remains active.	N/A	Annually
		<i>Period of Performance Date Monitoring:</i> In addition, FDOT may focus on the area of "End Date Monitoring" to help improve project spending by target FHWA end dates.	Quarterly	Quarterly
3	Review of Programmatic, Performance and Quality Assurance Reports	Review reports submitted by the Subrecipient for programmatic, performance and financial progress and compliance. This will be accounted for in the Subrecipient's "Project Monitoring Status Report". Report template will be provided by FDOT.	Monthly	Monthly
		Review quality assurance reviews, compliance assessments, and other reports performed by external entities for programmatic compliance.	As Applicable	As Applicable
4	Technical / Training Assistance Requirement	On Section E of the "LAP Certification Tool", the Subrecipient agrees to mandatory training requirements for staff performing LAP project delivery.	Annually	Annually
		The Subrecipient may request additional training from FDOT as needed, or when new staff are hired.	As Needed	As Needed
		At the discretion of the District LAP Administrator and based on prior results, training may also be needed for activities like: how to properly submit an invoice, providing required documentation, delivering proof of payment or understanding eligibility instructions. For SCAT deficiencies, the Subrecipient or the District may request onsite technical assistance by the SCAT Team.	As Needed	As Needed
5	Other Remedies	Identify additional monitoring activities may be performed to ensure compliance. (e.g., in-person interviews, site visits, coordination meetings) Incorporate activities into project agreement as needed.	As Needed	As Needed

**item type**

Public Hearings: Non Quasi-Judicial Matters

meeting date

March 26, 2025

prepared by

Hongmyung Lim, Engineer II

approved by

Randy Knight, City Manager

subject

Resolution-2299-25_Hungerford Elementary Safe Routes to School LFA Agreement_443395-2-62-02

motion | recommendation

Recommend to approve

background

This resolution is for the Local Funding Agreement on the Hungerford Elementary School Safe Routes to School project between the City of Winter Park and the Florida Department of Transportation.

This project is a "Safe Routes to School Project" for Hungerford Elementary School. The project is approximately 0.81 miles and enhances the safety of pedestrians and students' mobility to and from school. The limits and streets are within the Town of Eatonville and the City of Maitland, which the City of Winter Park has an inter-local agreement with both jurisdictions:

- South side of Monroe Avenue in front of the Margaret Square Apartments
- North side of Fitzgerald Drive from Jonotey Drive to West Avenue
- West side of West Avenue from Fitzgerald Drive to Ruffel Street
- North side of Ruffel Street from West Avenue to South College Avenue
- East and West sides of South College Avenue from Ruffel Street to Kennedy Boulevard

The proposed improvements include installation of five and six-foot-wide sidewalks, driveway reconstruction, milling and resurfacing, and pavement markings to accommodate Americans with Disabilities Act standards. Two Rectangular Rapid Flashing Beacons will be introduced at a proposed crossing on Monroe Avenue at the existing bus stop and at the intersection of South College Avenue and Kennedy Boulevard.

alternatives | other considerations

fiscal impact

Local Funds: \$26,841.00 - Ped & Bike CIP

attachments

1. Resolution-2299-25_Hungerford Elementary LFA Agreement
2. 443395-2-62-02 (FY25) LFA - Hungerford Elementary School
3. 443395-2-62-02 Three Party Escrow Agreement

RESOLUTION 2299-25

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, APPROVING THE COORDINATION BETWEEN THE CITY OF WINTER PARK AND THE FLORIDA DEPARTMENT OF TRANSPORTATION REGARDING THE LOCAL FUNDING AGREEMENT FOR THE HUNGERFORD ELEMENTARY SCHOOL SIDEWALK GAPS SAFE ROUTES TO SCHOOL PROJECT.

WHEREAS, the State of Florida Department of Transportation and City of Winter Park desire to facilitate the Hungerford Elementary School Sidewalk Gaps Safe Routes to School project and,

WHEREAS, the State of Florida Department of Transportation has requested City of Winter Park to execute and deliver to the State of Florida Department of Transportation the Local Funding Agreement for the aforementioned project, FPN 443395-2-62-02.

NOW, THEREFORE, be it resolved by the City Commission of the City of Winter Park, Florida that:

The City Commission of the City of Winter Park hereby grants authorization to the City Manager to make, execute, and deliver to the State of Florida Department of Transportation the Local Funding Agreement, and any Supplemental Agreements to the Local Funding Agreement for the aforementioned project, Financial Project Number (FPN) 443395-2-62-02

ADOPTED at a regular meeting of the City Commission of the City of Winter Park held in City Hall, Winter Park on this 26th day of March, 2025.

Mayor Sheila DeCiccio

ATTEST:

City Clerk Rene Cranis

Agency: City of Winter Park Vendor No: F596000445001	Fund: LF Contract Amount: \$26,841.00	Financial Project No.: 443395-2-62-02
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**LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF WINTER PARK**

This **AGREEMENT**, made and entered into _____,
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "DEPARTMENT") and the CITY OF WINTER PARK (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 prepared, in accordance with its Adopted Five-Year Work Program, to undertake the Construction Engineering and Inspection (CEI) services for the project described as: "Hungerford Elementary School Sidewalk Gaps Safe Routes to School", said project being known as Financial Project Number (FPN) 443395-2-62-01, 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 a portion of the funds for the CEI services of the Project in Fiscal Year 2024/2025, said portion of the Project being known as FPN 443395-2-62-02, and said costs hereinafter referred to as "Federal-Aid Non-Participating Costs;" and

WHEREAS, in order to maintain uniformity throughout the Project and to provide for the Federal-Aid Non-Participating Costs in a cost-effective manner, the LOCAL GOVERNMENT desires to provide funding to the DEPARTMENT to be used for the Federal-Aid Non-Participating Costs, 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 undertake and complete the CEI services for the Project using the Federal-Aid Non-Participating Costs described in Exhibit "A".

3. The DEPARTMENT shall perform the CEI services for the Project. 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. Contribution by the LOCAL GOVERNMENT of the funds for the CEI phase of the Project shall be made as follows:

(A) The LOCAL GOVERNMENT and the DEPARTMENT agree to share the cost for CEI services of the Project. The LOCAL GOVERNMENT agrees to provide 100% of the Federal-Aid Non-Participating Costs required for the CEI services and the DEPARTMENT agrees to provide the federal funds for the federal participating share of the CEI services, up to **\$178,935.00 (One Hundred Seventy-Eight Thousand Nine Hundred Thirty-Five Dollars and No/100).**

(B) The share of the LOCAL GOVERNMENT shall be, at a minimum, the stated percentage of the actual Federal-Aid Non-Participating Costs of the project. However, in the event the federal government fails to provide an amount which is equal to the anticipated federal participating share, the LOCAL GOVERNMENT shall be responsible for 100% of the funds required to make up the shortfall, including cost overruns and/or supplemental agreements not paid by federal funds. The DEPARTMENT is only responsible for the stated federal participating share as described in paragraph 4(A). The Project is off the "State Highway System", therefore, in

accordance with Section 339.08(1), F.S., State funding cannot be used for payments of non-participating costs on this Project.

(C) Should such shortfalls occur, due to a determination that said costs are non-participating, the LOCAL GOVERNMENT agrees to provide, without delay adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the shortfall. The DEPARTMENT shall notify the LOCAL GOVERNMENT as soon as it becomes apparent there is a shortfall; however, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation of Federal-Aid Non-Participating Costs during the project and on final accounting, as provided herein below.

(D) The estimated total cost as set forth in the DEPARTMENT'S adopted work program for this Project is **\$178,935.00 (One Hundred Seventy-Eight Thousand Nine Hundred Thirty-Five Dollars and No/100)**. The estimated LOCAL GOVERNMENT share for 100% of the non-federal portion of the project is **\$26,841.00 (Twenty-Six Thousand Eight Hundred Forty-One Dollars and No/100)**.

(E) The LOCAL GOVERNMENT agrees that it will, **within at least 14 calendar days of the execution of this Agreement**, furnish the DEPARTMENT an advance deposit in the amount of **\$26,841.00 (Twenty-Six Thousand Eight Hundred Forty-One Dollars and No/100)**. The deposit shall be the total estimated Federal-Aid Non-Participating Costs.

(F) If the Federal-Aid Non-Participating Costs are in excess of the advance deposit amount, the LOCAL GOVERNMENT will provide, without delay, an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT, so that the total deposit is equal to the Federal-Aid Non-Participating Costs. The DEPARTMENT will notify the LOCAL GOVERNMENT as soon as it becomes apparent the Federal-Aid Non-Participating Costs are in excess of the advance deposit amount. However, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation on final accounting as provided herein below. If the LOCAL GOVERNMENT cannot provide the additional deposit within fourteen (14) days, a letter must be submitted to and approved by the DEPARTMENT's project manager indicating when the deposit will be made. The LOCAL GOVERNMENT understands the request and approval of the additional time could delay the project, and additional costs may be incurred due to delay of the project.

(G) If the Federal-Aid Non-Participating Costs are less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the LOCAL GOVERNMENT's share of the Federal-Aid Non-Participating Costs if such refund is requested by the LOCAL GOVERNMENT in writing.

(H) Should project modifications occur that increase the Federal-Aid Non-Participating Costs, the LOCAL GOVERNMENT will be notified by the District accordingly. The LOCAL GOVERNMENT agrees to provide, without delay, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the Federal-Aid Non-Participating Costs. The DEPARTMENT shall notify the LOCAL GOVERNMENT as soon as it becomes apparent the Federal-Aid Non-Participating Costs will overrun the advance deposit amount. However, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation on final accounting as provided herein below.

(I) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three-hundred and sixty (360) calendar days of final payment to the Consultant. All project cost records and accounts shall be subject to audit by a representative of the LOCAL GOVERNMENT for a period of three (3) years after final close out of the project. The LOCAL GOVERNMENT will be notified of the final cost. The 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. If the final accounting is not performed within three-hundred and sixty (360) calendar days, the LOCAL GOVERNMENT is not relieved from its obligation to pay.

(J) In the event said final accounting of total project costs is greater than the total deposits to date, the LOCAL GOVERNMENT will pay the additional amount within forty (40) calendar days from the date of the invoice. The LOCAL GOVERNMENT agrees to pay interest at a rate as established pursuant to Section 55.03, Florida Statutes (F.S.), on any invoice not paid within the forty (40) calendar days until the invoice is paid.

(K) 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.

(L) Contact Persons:

DEPARTMENT

District 5 Local Programs
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720
(386) 943-5452
D5-LocalPrograms@dot.state.fl.us

District 5 Construction Special Projects
719 South Woodland Boulevard, M.S. 3-506
DeLand, Florida 32720
(386) 943-5406
D5-ConstructionSpecialProjects@dot.state.fl.us

LOCAL GOVERNMENT

Hongmyung Lim
Engineer III
City of Winter Park
401 South Park Avenue
Winter Park, Florida 32789
(407) 599-3521
hlim@cityofwinterpark.org

5. 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.

6. 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.”

7. 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.

8. 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.

9. 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.

10. 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 _____, and the DEPARTMENT has executed this Agreement on _____.

CITY OF WINTER PARK

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

By: _____

Name: _____

Name: C. Jack Adkins

Title: _____

Title: Director of Transportation Development

Attest:

Attest:

Executive Secretary

Legal Review:

Legal Review:

LOCAL GOVERNMENT Attorney

DEPARTMENT Attorney

Financial Provisions Approval by
Department of Comptroller on:

October 5, 2020

EXHIBIT "A"

SCOPE OF SERVICES

The Hungerford Elementary School Sidewalk Gaps Safe Routes to School (SRTS) Project is with the City of Winter Park (LOCAL GOVERNMENT). This is a SRTS sidewalk project with limits along several streets within the Town of Eatonville and the City of Maitland. The limits and streets are the following:

- South side of Monroe Avenue in front of the Margaret Square apartments
- North side of Fitzgerald Drive from Jonotey Drive to West Avenue
- West side of West Avenue from Fitzgerald Drive to Ruffel Street
- North side of Ruffel Street from West Avenue to South College Avenue
- East and West sides of South College Avenue from Ruffel Street to Kennedy Boulevard

The total length of the project is approximately 0.81 miles.

The proposed improvements include the installation and improvement of five and six-foot-wide sidewalks along the roadways listed above to improve pedestrian safety around Hungerford Elementary School. Driveway reconstruction, milling and resurfacing, and pavement reconstruction are proposed to accommodate Americans with Disabilities Act (ADA) standards.

Milling and resurfacing is proposed at the following locations:

- Midblock crossing on Monroe Avenue at an existing bus stop
- Intersection of Monroe Avenue and Jonotey Drive
- Intersection of Fitzgerald Drive and South West Avenue
- Intersection of South West Avenue and Wigman Street
- Intersection of South West Avenue and Ruffel Street
- Intersection of Ruffel Street and Moseley Avenue
- Intersection of Ruffel Street and South College Avenue
- South College Avenue at the entrance to Hungerford Elementary School

Pavement reconstruction is proposed at the following locations:

- North side of Ruffel Street across from the Eatonville Boys and Girls Club
- Intersection of Ruffel Street and Calhoun Avenue
- Intersection of South College Avenue and Lime Street
- Intersection of South College Avenue and Orange Avenue
- Intersection of South College Avenue and Lemon Steet

Concrete curb (type F, type D, and valley gutter) reconstruction is proposed at curb returns to accommodate installation of curb ramps and at locations needing driveway reconstruction.

Rectangular Rapid Flashing Beacons (RRFBs) are proposed at the following locations:

- On Monroe Avenue at an existing bus stop and new midblock crosswalk
- Intersection of South College Avenue and Kennedy Boulevard

Conduit (open trench), pull & splice boxes, and pedestrian poles are proposed to accompany the RRFBs. Signing and pavement marking improvement include thermoplastic markings (for crosswalks), relocation of sign panels, and the installation, removal, and relocation of single column ground sign assemblies.

Other construction elements include mobilization, maintenance of traffic, erosion control, clearing and grubbing, regular excavation, embankment, concrete removal, mailboxes, root barrier, and sod.

The following items are non-participating and will be locally funded:

- 107-1 Litter Removal
- 107-2 Mowing

All pedestrian facilities shall adhere to current ADA standards. Utility coordination will be required during construction and utility work schedules have been developed. The Agency (LOCAL GOVERNMENT) has received a permit exemption from the St Johns River Water Management District. The City (LOCAL GOVERNMENT) shall construct the project within the limits of the existing right-of-way (Town of Eatonville and City of Maitland) or easements.

The LOCAL GOVERNMENT will be responsible for providing funds for any shortfalls, including but not limited to cost over runs, Federal-Aid Ineligible Costs and Federal-Aid Non-Participating Costs including the initial amount of **\$26,841.00 (Twenty-Six Thousand Eight Hundred Forty-One Dollars and No/100).**

The remainder of this page intentionally left blank.

EXHIBIT “B”

RESOLUTION

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

THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), the City of Winter Park ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: Hungerford Elementary School Sidewalk GAPS Safe Routes to School
Project #: 443395-2-62-02
County: Orange

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
2. Other deposits to the escrow account may be made during the life of this agreement.
3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.
5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.
6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT-OOC (signature)

For PARTICIPANT (signature)

Name and Title

Name and Title

59-3024028
Federal Employer I.D. Number

Federal Employer I.D. Number

Date

Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date