

Financial Project Numbers: 439040-1-32/52/62-01 439040-1-A8-01 Agency: Seminole County	Fund: LFRF Contract Amount: \$7,357,142.00 Contract No:	FLAIR Approp: 088849/088716/088718 FLAIR Obj: 751000 Org. Code: 55053010541/55054010508 Vendor No.: F596000856001
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**LOCALLY FUNDED REIMBURSEMENT AGREEMENT
 BETWEEN
 THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
 AND
 SEMINOLE COUNTY**

This Agreement, made and entered into _____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as the “DEPARTMENT”) and **SEMINOLE COUNTY** (hereinafter referred to as the “LOCAL GOVERNMENT”),

WITNESSETH

WHEREAS, the parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT, by Resolution, a copy of which is attached hereto as Exhibit “C”, and made a part hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five- Year Work Program, to undertake the Project described in Exhibit “A” attached hereto and by this reference made a part hereof, in the DEPARTMENT’S Fiscal Year 2026/2027, said Project being known as Financial Project Numbers (FPNs) 439040-1-32/52/62/A8-01, “State Road 434 at County Road 427 Intersection Improvements,” from Milwee Avenue to Oleander Street, 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 DEPARTMENT recognizes that the LOCAL GOVERNMENT’S participation in the Project is limited to the design work of the intersection improvements and payment of the deposit pursuant to Section 6 (A) of this Agreement.

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 advance funding to the DEPARTMENT in fiscal year 2025/2026 for State Road 434 at County Road 427 Intersection Improvements, for stated FPNS 439040-1-32/52/62-01; and

WHEREAS, such improvements shall hereinafter be referred to as the “Additional Improvements,” for the purposes of enabling the DEPARTMENT to perform the services necessary to complete the Project;

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

1. The above recitals are true and correct and are hereby adopted in their entirety, and are fully incorporated into and made an integral part of this Agreement as though fully set forth herein.

2. 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 and the DEPARTMENT. 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.

3. The DEPARTMENT shall be responsible for the design and construction of the Railroad Crossing Improvements at Crossing No. 622073D (Mile Post 778), located at State Road 434 for the State Road 434 at County Road 427 Intersection Improvements Project. The DEPARTMENT will provide railroad signal work, including the installation of pedestrian gates and entrance gates, replacement of cantilever structures and signal houses, as well as associated civil work, including the extension of crossing panels and placement of asphalt on the pedestrian path. In addition, the DEPARTMENT shall provide maintenance of traffic services related to this work. The DEPARTMENT shall complete the project in accordance with this Agreement and shall reimburse the LOCAL GOVERNMENT in FY 2026/2027 or sooner, if funds become available.

4. Additionally, the DEPARTMENT shall solely be responsible for the construction of the intersection improvements located at State Road 434 and County Road 427 for the State Road 434 at County Road 427 Intersection Improvements Project. The DEPARTMENT shall complete the project in accordance with this Agreement and shall reimburse the LOCAL GOVERNMENT in FY 2026/2027 or sooner, if funds become available.

5. 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 advised of the Project's progress on a monthly basis.

6. Participation by the LOCAL GOVERNMENT in providing funds for the Project shall be limited to and made as follows:

- (A) The LOCAL GOVERNMENT agrees that it will furnish the DEPARTMENT an advance deposit in the amount of **\$7,357,142.00 (Seven Million, Three Hundred Fifty-Seven Thousand, One Hundred Forty-Two Dollars and No/100)** not later than Fourteen (14) Days of the date of execution of this agreement.
- (B) The payment of funds under this Locally Funded Reimbursement Agreement will be made directly to the DEPARTMENT for deposit and as provided in the Three-Party Escrow Agreement between the LOCAL GOVERNMENT, DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury. All interest earned in the account will be used for the Project and is not eligible for reimbursement to the LOCAL GOVERNMENT other than provided in Section 6 (F).
- (C) The advance deposit will be applied to the Project as follows:
The amount of **\$7,357,142.00 (Seven Million, Three Hundred Fifty-Seven Thousand, One Hundred Forty-Two Dollars and No/100)** will be applied to the Project known as FPNs 439040-1-32/52/62-01, State Road 434 at County Road 427 Intersection Improvements, from Milwee Avenue to Oleander Street. The DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT in accordance with Section 339.12 of the Florida Statutes and is subject to legislative approval and appropriation. The LOCAL GOVERNMENT will not invoice the DEPARTMENT until after July 1, in the fiscal year the Project is scheduled in the DEPARTMENT'S Work Program as of the date of execution of this Agreement. After receipt of a properly documented invoice, the payments will be made to the LOCAL GOVERNMENT in ten (10) equal quarterly payments, up to the total amount of deposited funds after the execution of this Agreement, beginning in the year the Project was programmed in the DEPARTMENT'S Adopted Work Program, as further described in Exhibit "B" attached hereto and incorporated herein.
- (D) The DEPARTMENT will use its best efforts to ensure the Project remains in the DEPARTMENT'S annual Adopted Work Program commencing in the DEPARTMENT'S fiscal year 2026/2027. The DEPARTMENT agrees to request appropriation of said amounts from the Legislature prior to fiscal year 2026/2027.
- (E) The DEPARTMENT may utilize the advance deposit for payment of the costs for the design and construction phases of the Project. To the extent that the deposit is not fully utilized on the design and construction phases of the Project, it may be utilized for any other phase of the Projects.
- (F) If the Project is not undertaken in the DEPARTMENT'S fiscal year 2025/2026, the DEPARTMENT shall return the LOCAL GOVERNMENT'S advance deposit provided pursuant to Section 6 (A) hereof, together with any interest earned thereon.

(G) Contact Persons:

DEPARTMENT

District 5 Local Government Agreements
 719 South Woodland Boulevard, M.S. 4-520
 DeLand, Florida 32720-6834
 (386) 943-5623
D5-LGA@dot.state.fl.us

LOCAL GOVERNMENT

Tawny Olore, P.E.
 Acting Public Works Director
 Seminole County
 Department of Public Works, Engineering Division
 100 East 1st Street
 Sanford, Florida 32771
 (407) 665-5763
TOlore@seminolecountyfl.gov

7. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use. The LOCAL GOVERNMENT may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT.

8. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon either party giving notice to the other to that effect. The LOCAL GOVERNMENT may request from the DEPARTMENT that funds have been confirmed and approved.

9. If the Legislature fails to appropriate the funding necessary to allow the DEPARTMENT to perform under the terms of this Agreement as referenced in Section 8 above, the DEPARTMENT agrees that it will use reasonable efforts to seek an appropriation in future years that will allow the DEPARTMENT to perform its obligation to pay under this Agreement. This section shall survive termination of the Agreement pursuant to Section 8 hereof.

10. In the event this Agreement is in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) or has a term for a period of more than one (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.”

11. 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.

12. 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.

13. 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.

14. 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 _____.

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY**

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

By: _____

Name: Andria Herr

Name: James S. Stroz, Jr., P.E.

Title: Chairman

Title: Director of Transportation Development

As authorized for execution by the Board of County Commissioners at its _____, 202_ regular meeting

Attest:

Attest:

GRANT MALOY, Clerk to the Board of County Commissioners of Seminole County, Florida

Executive Secretary

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

Legal Review:

LOCAL GOVERNMENT Attorney

DEPARTMENT Attorney

Financial Provisions Approval by Department of Comptroller on:

February 10, 2026

EXHIBIT “A”

SCOPE OF SERVICES

The Locally Funded Reimbursement Agreement (LFRA) with the LOCAL GOVERNMENT is for the advancement of funding for: State Road 434 at County Road 427 Intersection Improvements, from Milwee Avenue to Oleander Street. The funds shall cover both construction and CEI services.

As an additional part of the roadway widening project, railroad crossing improvements will be constructed at Crossing No. 622073D (Milepost 778), located at State Road 434 crossing. The LOCAL GOVERNMENT shall coordinate closely with the Central Florida Rail Corridor (CFRC) during the design of the railroad crossing improvements. CFRC review and oversight shall ensure compliance with applicable Federal Railroad Administration (FRA), Florida Department of Transportation (FDOT), and railroad industry safety requirements.

The work includes design and installation of railroad signal infrastructure, gate systems, and associated civil improvements necessary to support roadway and pedestrian enhancements.

1. Signal Design

The signal system shall accommodate vehicular and pedestrian movements across all crossing quadrants and medians, with each location designed to address safety, visibility, and traffic operations.

Northwest Quadrant:

- One (1) pedestrian gate with back-to-back flashing lights.
- One (1) vehicular exit gate with back-to-back flashing lights.
- One (1) vehicular median exit gate with rear-facing flashers.

Southwest Quadrant:

- One (1) vehicular median entrance gate with one-way flashers.
- One (1) vehicular entrance gate with one-way flashing lights.
- One (1) pedestrian gate with back-to-back flashing lights.

Northeast Quadrant:

- One (1) pedestrian gate with back-to-back flashing lights.
- One (1) vehicular entrance gate with back-to-back flashing lights.
- One (1) vehicular median entrance gate with one-way flashers.

Southeast Quadrant:

- One (1) vehicular median exit gate with rear-facing flashers.
- One (1) vehicular exit gate with back-to-back flashing lights.
- One (1) pedestrian gate with back-to-back flashing lights.

2. Signal Structure Improvements**Southwest Quadrant:**

- Remove the existing cantilever structure.
- Install one (1) new cantilever/signal bridge to meet current visibility and crossing standards.

Signal House:

- Replace the existing signal house with a new 8-foot by 8-foot structure capable of housing upgraded control and communication equipment.

3. Civil Improvements

Civil work shall be coordinated with signal installations and roadway improvements to meet safety and accessibility requirements.

- **Crossing Panels:** Extend panels across the tracks to match new curb lines, roadway width, and provide a level crossing surface.
- **Pedestrian Facilities:** Extend and realign the asphalt pedestrian path to maintain continuous access and comply with ADA requirements.
- **Roadway Coordination:** Coordinate signal locations, crossing panels, and pedestrian features with revised roadway geometry and lane configurations.

4. Construction Responsibilities

The DEPARTMENT'S Contractor shall construct the Railroad Crossing Improvements as part of the construction contract for State Road 434 at County Road 427 Intersection Improvements Project, from Milwee Avenue to Oleander Street. The work shall be performed by the Contractor's construction staff or by a qualified contractor and shall be coordinated with the roadway construction and maintenance of traffic for the Project. The scope of the Railroad Crossing Improvements is identified in Exhibit "A-1" as to be "to be constructed by others."

The following Railroad Crossing Improvements at Crossing No: 622073D (Mile Post 778), located at the State Road 434 crossing, shall include:

Railroad Signal Work:

- Install one (1) Pedestrian Gate and one (1) Exit Gate with back-to-back flashing lights in the Northwest Quadrant.
- Install one (1) Entrance gate with Back-to-Back flashing lights in the Northeast Quadrant.
- Install one (1) Entrance Gate with one-way flashers and one (1) Exit Gate with back flashers within the East Median.

- Install one (1) Entrance Gate and one (1) Exit Gate with back flashers with one-way flashers within the West Median.
- Install one (1) Entrance Gate with one-way flashing lights in the Southwest Quadrant.
- Install one (1) Cantilever/Signal Bridge in the Southwest Quadrant.
- Install one (1) Pedestrian Gate and one (1) Exit Gate with back-to-back flashing lights in the Southeast Quadrant.
- Replace existing cantilever in Southwest Quadrant with new Bridge/Cantilever structure.
- Replace existing signal house with a new 8-foot by 8-foot house.

Railroad Civil Work:

Extend crossing panels and asphalt pedestrian path to accommodate the roadway widening and sidewalk adjustments.

In connection with the State Road 434 roadway work, the DEPARTMENT shall provide all roadway construction activities associated with and necessitated by the Railroad Crossing Improvements (the "Civil Work"). The required Civil Work for the crossing is identified in Exhibit "A-1" as "to be constructed by others." The DEPARTMENT shall perform the Civil Work through its construction staff or a qualified contractor and shall provide all related maintenance of traffic services.

5. Project Coordination

The DEPARTMENT shall coordinate its Project construction activities with the LOCAL GOVERNMENT and work in good faith with the LOCAL GOVERNMENT to generate a reasonable Project construction schedule that incorporates the DEPARTMENT's construction work under this paragraph. In the event of Project delays, the DEPARTMENT and the LOCAL GOVERNMENT shall work in good faith to implement scheduling adjustments, including time extensions and resequencing of work, to accommodate any Project delays.

6. Maintenance and Responsibility

After construction is complete, the DEPARTMENT shall at all times be responsible, at their own cost and expense, for maintaining the Railroad Crossing Improvements constructed under this Agreement, in perpetuity, which includes clean-up, removal and disposal of debris from catastrophic events or accidents as well as routine maintenance. The DEPARTMENT will respond to and handle any citizen complaints. If the Railroad Crossing Improvements need to be rehabilitated and/or repaired at any time in the future, the DEPARTMENT is under no obligation to restore, repair or replace the Railroad Crossing Improvements.

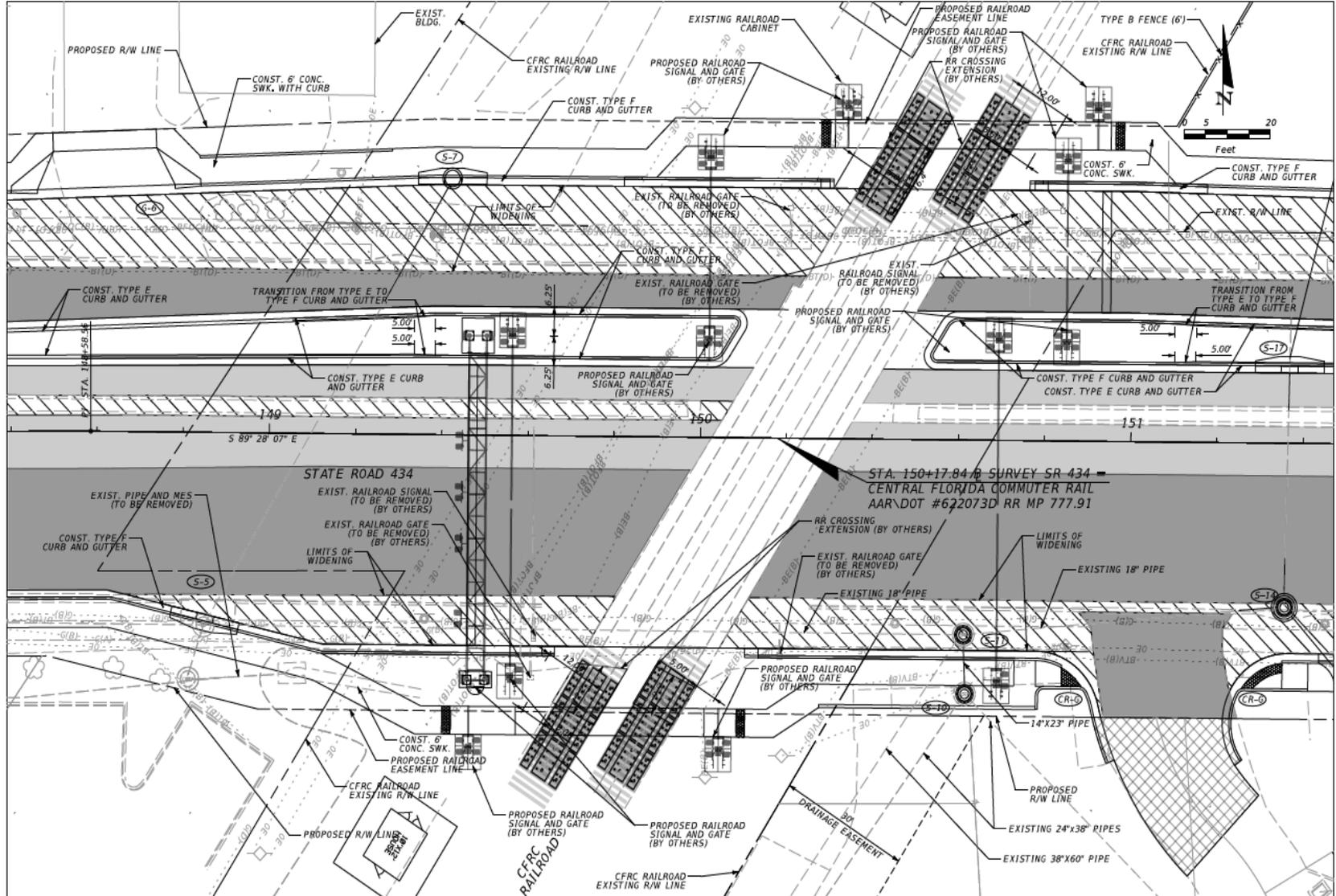
7. Advanced Funding

The LOCAL GOVERNMENT wishes to advance funding towards the design and construction phases of the subject Project so that the DEPARTMENT can begin the design and construction phases process in the DEPARTMENT'S fiscal year 2025/2026.

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EXHIBIT "A-1"

Railroad Crossing and Intersection Detail



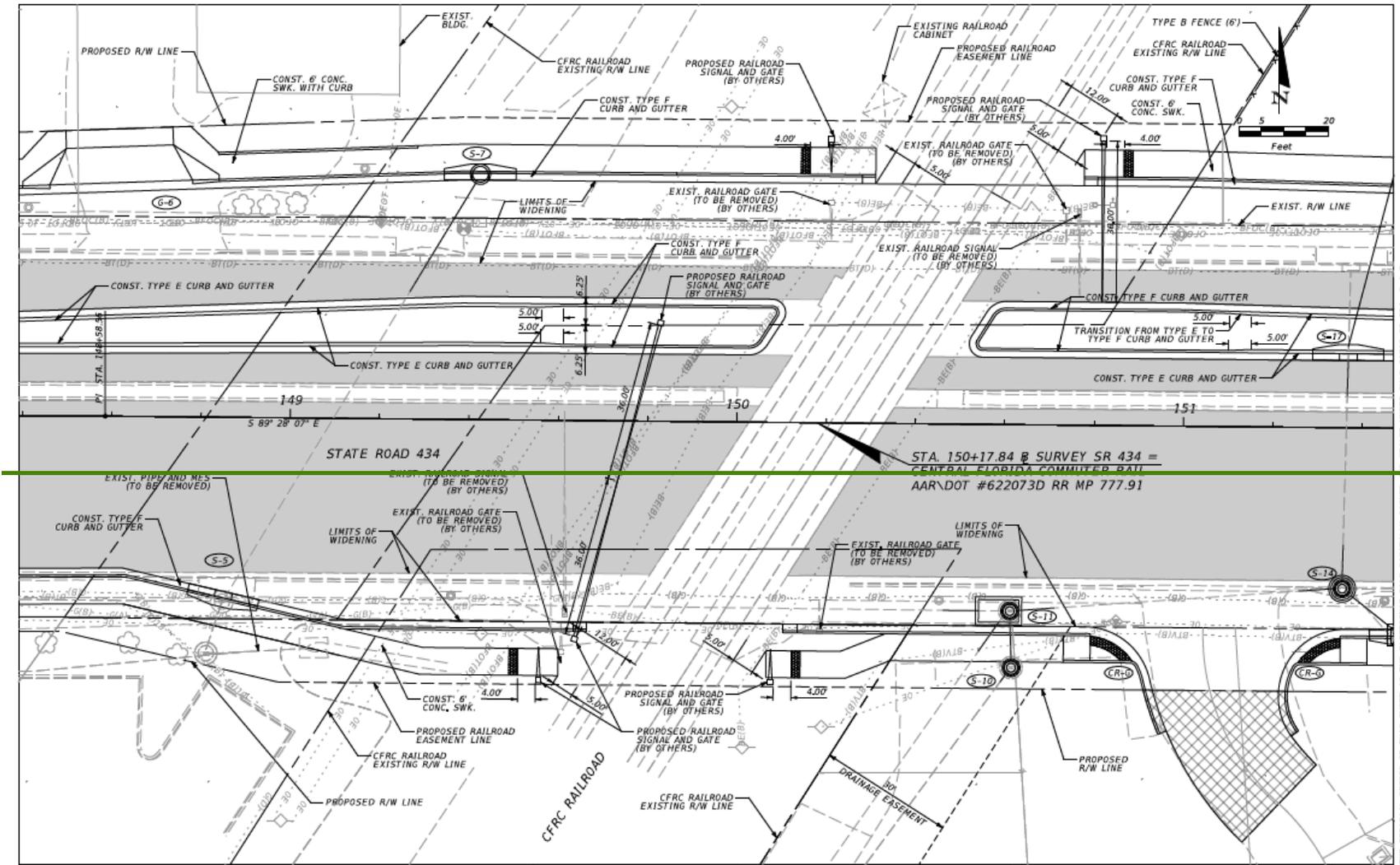
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

C. BRIAN FULLER, P.E.
 P.E. LICENSE NUMBER 49524
 METRIC ENGINEERING, INC.
 525 TECHNOLOGY PARK, SUITE 153
 LAKE MARY, FLORIDA 32746

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 434	SEMINOLE	439040-52-01

RAILROAD CROSSING DETAIL

SHEET NO.
22



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61B17-23.004, F.A.C.

REVISIONS	
DATE	DESCRIPTION

C. BRIAN FULLER, P.E.
 P.E. LICENSE NUMBER 49524
 METRIC ENGINEERING, INC.
 525 TECHNOLOGY PARK, SUITE 153
 LAKE MARY, FLORIDA 32746

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 434	SEMINOLE	439040-1-52-01

INTERSECTION DETAIL

SHEET NO.
22

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S.R. 434 Crossing # 622073D (M.P. 777.93), S.R. 434

EXHIBIT "B"
ADVANCE FUNDING AMOUNT

ADVANCE FUNDING		
LOCAL GOVERNMENT FUNDS		
		TOTAL
439040-1-32-01	Railroad Work	\$ 72,420.00
439040-1-52-01	Railroad & Intersection Work	\$ 6,731,511.00
439040-1-62-01	Railroad & Intersection Work	\$ 553,211.00
Subtotal		\$ 7,357,142.00

DEPARTMENT FUNDS	
439040-1-A8-01	\$ 7,357,142.00

TOTAL FUNDING REIMBURSABLE	\$ 7,357,142.00
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Total Funds Due from LOCAL GOVERNMENT \$7,357,142.00, within fourteen (14) calendar days of the execution of this agreement.

Reimbursement of costs incurred after execution of the Agreement will be made in ten (10) equal quarterly payments in accordance with the schedule below.

Invoice Number	Invoice Month and Year	Quarterly Invoice Amount
1	09/2026	\$735,714.20
2	12/2026	\$735,714.20
3	03/2027	\$735,714.20
4	06/2027	\$735,714.20
5	09/2027	\$735,714.20
6	12/2027	\$735,714.20
7	03/2028	\$735,714.20
8	06/2028	\$735,714.20
9	09/2028	\$735,714.20
10	12/2028	\$735,714.20
Total		\$7,357,142.00

EXHIBIT "C"
RESOLUTION

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

RESOLUTION
of the
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

ACCEPTING AND AUTHORIZING THE CHAIRMAN TO EXECUTE A LOCALLY FUNDED REIMBURSEMENT AGREEMENT AND A THREE-PARTY ESCROW AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, FOR THE STATE ROAD 434 AT COUNTY ROAD 427 INTERSECTION IMPROVEMENTS PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida, Department of Transportation, and Seminole County desire to facilitate improvements to the SR 434 at CR 427 intersection, from Milwee Avenue to Oleander Street, as part of Seminole County Capital Improvement Project No.: 01785150; and

WHEREAS, the State of Florida Department of Transportation has requested that Seminole County enter into a Locally Funded Reimbursement Agreement (Attachment 1) and a Three-Party Escrow Agreement (Attachment 2) to allow Seminole County to advance funding for the for the aforementioned project, identified as FDOT Financial Management Number: 439040-1-52-01, which FDOT will reimburse in accordance with the terms of the agreements; and

WHEREAS, the Seminole County Board of County Commissioners finds it to be in the best interest of the County to authorize execution of these agreements to facilitate the completion of the improvements.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Seminole County, Florida that:

Section 1. The Chairman is hereby authorized to execute and deliver to the State of Florida, Department of Transportation, both a Locally Funded Reimbursement Agreement (Attachment 1) and a Three-Party Escrow Agreement (Attachment 2) for the SR 434 at CR 427 Intersection Improvements from Milwee Avenue to Oleander Street, Seminole County CIP No.: 01785150 Project.

Section 2. This Resolution will take effect immediately upon adoption.

ADOPTED this ___ day of _____, 2026.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

By: _____

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

ANDRIA HERR, Chairman

Date: _____

Attachments:

Attachment 1- Locally Funded Agreement

Attachment 2- Three Party Escrow Agreement

NJB/kly
9/23/25

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