

SEMINOLE COUNTY/METROPLAN ORLANDO (ORLANDO URBAN AREA METROPOLITAN PLANNING ORGANIZATION) - FEDERAL DISCRETIONARY GRANT (SS4A) LOCAL MATCH FUNDING AGREEMENT

THIS AGREEMENT, is made and entered into this _____ day of _____, 2025, by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, (hereinafter referred to as the "COUNTY"), and the **Orlando Urban Area Metropolitan Planning Organization, d/b/a MetroPlan Orlando, A Regional Transportation Partnership**, a metropolitan planning organization, whose address is 250 South Orange Avenue, Suite 200, Orlando, Florida 32801 (hereinafter referred to as "**MetroPlan Orlando**").

WITNESSETH

WHEREAS, metropolitan planning organizations (MPOs) are the lead transportation planning agencies in urban areas throughout the United States; and

WHEREAS, federal laws and Florida Statutes provide MPOs with the authority and responsibility for transportation planning and funding; and

WHEREAS, MetroPlan Orlando has the lead role in formulating regional transportation plans and programs and coordinating transportation issues among local entities, the Florida Department of Transportation (FDOT), and the Federal Highway Administration (FHWA); and

WHEREAS, MetroPlan Orlando applied for a federal discretionary grant (Safe Streets and Roads for All, SS4A) in partnership with the COUNTY; and

WHEREAS, a federal discretionary grant and local matching funds will be used to conduct roadway safety planning studies within the COUNTY, at locations determined by the COUNTY; and

WHEREAS, the COUNTY shall designate a project manager to oversee COUNTY-funded tasks; and

WHEREAS, MetroPlan Orlando and the COUNTY shall work cooperatively in the task scoping and consultant selection process; and

WHEREAS, the COUNTY desires to enter into this Agreement with MetroPlan Orlando to provide MetroPlan Orlando with funding to support the local (non-federal) match requirements for the Safe Streets and Roads for All (SS4A) federal discretionary grant.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the COUNTY and MetroPlan Orlando agree as follows:

SECTION 1. RECITALS. The COUNTY and MetroPlan Orlando hereby declare that the recitals set forth above are true and correct and incorporated in this Agreement

SECTION 2. INVOICING REQUIREMENTS. MetroPlan Orlando shall provide the COUNTY, on a quarterly basis, an invoice and progress report which will include an accounting of all COUNTY-related discretionary grant tasks. The report must identify each task, the costs allocated to the task, and the percentage of the task completed. Each quarterly report must be cumulative.

SECTION 3. COUNTY FUNDING REQUIREMENTS. The COUNTY shall allocate TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) to MetroPlan Orlando from the COUNTY budget, to be utilized by MetroPlan Orlando, in accordance with this Funding Agreement. The COUNTY shall reimburse MetroPlan Orlando quarterly based on work completed and invoiced. Payments are due within 30-days of COUNTY receipt of the quarterly invoice and progress report from MetroPlan Orlando. If any portion of the COUNTY's local match funds are expended on activities that are subsequently determined to be ineligible under the federal grant, or otherwise disallowed due to acts or omissions of MetroPlan Orlando, MetroPlan Orlando shall return the disallowed amount to the COUNTY within thirty (30) days of written notice.

SECTION 4. EFFECTIVE DATE, TERM. The effective date of this Agreement will be the date of signature by the last party to sign this Agreement. The term of this Agreement commences on the effective date and terminates on December 31, 2027.

SECTION 5. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

SECTION 6. NEGOTIATIONS. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arm's length and that this Agreement and all documents executed in connection with this Agreement were prepared and executed without undue influence exerted by any party or upon any party. Further, this Agreement was drafted jointly by all parties, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

SECTION 7. MISCELLANEOUS

- A. This Funding Agreement constitutes the entire agreement between the parties with respect to the specific matters contained in this Agreement and supersedes all previous discussions, understandings, and agreements, written or oral, between the parties to this Agreement. Any amendments to or waivers of the provisions of this Agreement must be made by the parties in writing. No other agreement, oral or otherwise, regarding the subject matter of this Funding Agreement may be deemed to exist or to bind either party to this Agreement.
- B. If any sentence, phrase, paragraph, provision or portion of this Funding Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed an independent provision and such holding will not affect the validity of the remaining portions of this Agreement.
- C. The parties hereby acknowledge that they have freely and voluntarily entered into this Funding Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Funding Agreement.

SECTION 8. CONTROLLING LAWS

- A. The laws of the State of Florida and all duly adopted ordinances, regulations, and policies of the COUNTY now in effect and those subsequently adopted govern the validity, enforcement and interpretation of this Funding Agreement and the provisions contained in it.

- B. The location for settlement of any and all lawsuits, claims, controversies, or disputes, arising out of or relating to any part of this Funding Agreement, or any breach of this Agreement, will be Orange County, Florida.
- C. The parties to this Funding Agreement agree to comply with all applicable Federal, State, and local laws, ordinances, rules and regulations pertaining to this Agreement.

SECTION 9. BINDING NATURE OF AGREEMENT. This Agreement is binding only between the COUNTY and MetroPlan Orlando.

SECTION 10. NOTICES. All notices, consents, approvals, waivers and deletions which any party is required or desires to make or give under this Agreement must be in writing and will be sufficient only when mailed by certified mail, first class postage affixed, addressed as follows:

COUNTY:	County Manager Seminole County Services Building 1101 East First Street Sanford, FL 32771
METROPLAN ORLANDO:	Executive Director MetroPlan Orlando 250 South Orange Avenue, Suite 200 Orlando, FL 32801

SECTION 11. AUDIT AND RECORDKEEPING PROCEDURES. MetroPlan Orlando shall keep and maintain all records related to this Funding Agreement and the services rendered pursuant to this Funding Agreement for the period required by the State of Florida General Records Schedule GS1-L for Local Government Agencies or other applicable State law, whichever is greater. These records must be made available to the public for inspection, examination and copying pursuant to the terms of Chapter 119, Florida Statutes, as this statute may be amended from time to time. If any litigation, claim or audit is commenced, these records must be maintained until all litigation, including appeals, claims or audits have been concluded or resolved.

SECTION 12. DISCLAIMER. Each party to this Agreement, its officers, employees and agents do not assume and specifically disclaim any liability for the acts, omissions or negligence of the other party, its officers, employees and agents, arising from or related to this Agreement.

SECTION 13. EMPLOYEE STATUS. Persons employed by MetroPlan Orlando in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of COUNTY, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY. Persons employed by COUNTY in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of MetroPlan Orlando, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to MetroPlan Orlando's officers and employees either by operation of law or by MetroPlan Orlando.

SECTION 14. CONFLICT OF INTEREST.

- A. Each party agrees that it shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other


party or which would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes, as this statute may be amended from time to time, relating to ethics in government.

- B. Each party hereby certifies that no officer, agent or employee of that party has any material interest (as defined in Section 112.312(15), Florida Statutes, as the statute may be amended from time to time, as over 5%) either directly or indirectly, in the business of the other party to be conducted here, and that no such person will have any such interest at any time during the term of this Agreement.
- C. Each party has the continuing duty to report to the other party any information that indicates a possible violation of this Section.


SECTION 15. LIABILITY. The parties, as governmental entities, agree to be fully responsible for acts of negligence by its own officers, employees or agents, when acting within the scope of their employment or agency, and agree to be liable for any damages resulting from said negligence, as provided in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any part to whom sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the day and year first above written.

MetroPlan Orlando

By: 
Print Name: Gary D. Huttman
Title: Executive Director
Date: 7/14/2025

ATTEST:





LISA M. SMITH
Notary Public
State of Florida
Comm# HH187416
Expires 1/13/2026

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ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

Grant Maloy
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
Jay Zembower, Chairman

Date: _____

For the use and reliance of
County only.

As authorized for execution by the Board of Seminole
County Commissioners at its _____
2025, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney