

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

**Meeting Date:** April 7, 2009

<input checked="" type="checkbox"/> [X]	<b>Consent</b>	<input type="checkbox"/> [ ]	<b>Regular</b>
<input type="checkbox"/> [ ]	<b>Workshop</b>	<input type="checkbox"/> [ ]	<b>Public Hearing</b>

**Department:**

**Submitted By:** Engineering & Public Works

**Submitted For:** Traffic Division

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: Amendment Number One with the State of Florida Office of Tourism, Trade, and Economic Development for off-site roadway improvements associated with the new Office Depot headquarters.

**SUMMARY:** Approval of this Amendment will modify the description of the required roadway improvement to more closely reflect the actual work being performed and extends the completion date of the contract from February 27, 2009 to February 26, 2010.

**District 4 (MRE)**

**Background and Justification:** On March 8, 2007, Palm Beach County entered into an agreement with the State of Florida Office of Tourism, Trade, and Economic Development to receive Economic Development Transportation Funds for off-site roadway improvements required for the Office Depot headquarters. The improvement and reimbursement processing will not be completed before the current contract completion date, requiring the extension of the completion date. The description of work has been modified to better identify the off-site roadway improvements.

**Attachments:**

1. Location Sketch
2. Amendment Number One (2 copies) with Exhibit A

**Recommended by:**

*Don Meierby*

**Division Director**

03/02/09

**Date**

**Approved by:**

*S. T. Wald*

**County Engineer**

3/11/09

**Date**

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$ -0- # Subtotal	-0-	-0-	-0-	-0-

# ADDITIONAL FTE  
POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included in Current Budget? Yes \_\_\_\_\_ No \_\_\_\_\_  
Budget Acct No.: Fund \_\_\_\_\_ Dept. \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
Program \_\_\_\_\_

### B. Recommended Sources of Funds/Summary of Fiscal Impact:

This item has no fiscal impact.

C. Departmental Fiscal Review: \_\_\_\_\_ *Phuff*

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Dev. and Control Comments:

# No additional fiscal impact.

*Jim D. L.* 3/16/09  
OFMB  
3/16/09  
CN 3/12/09  
SF 3/13/09

*Jim J. J.* 3/17/09  
Contract Dev. and Control  
E. J. J. 3/17/09

### B. Approved as to Form and Legal Sufficiency:

*Mark R. Pitts*  
Assistant County Attorney

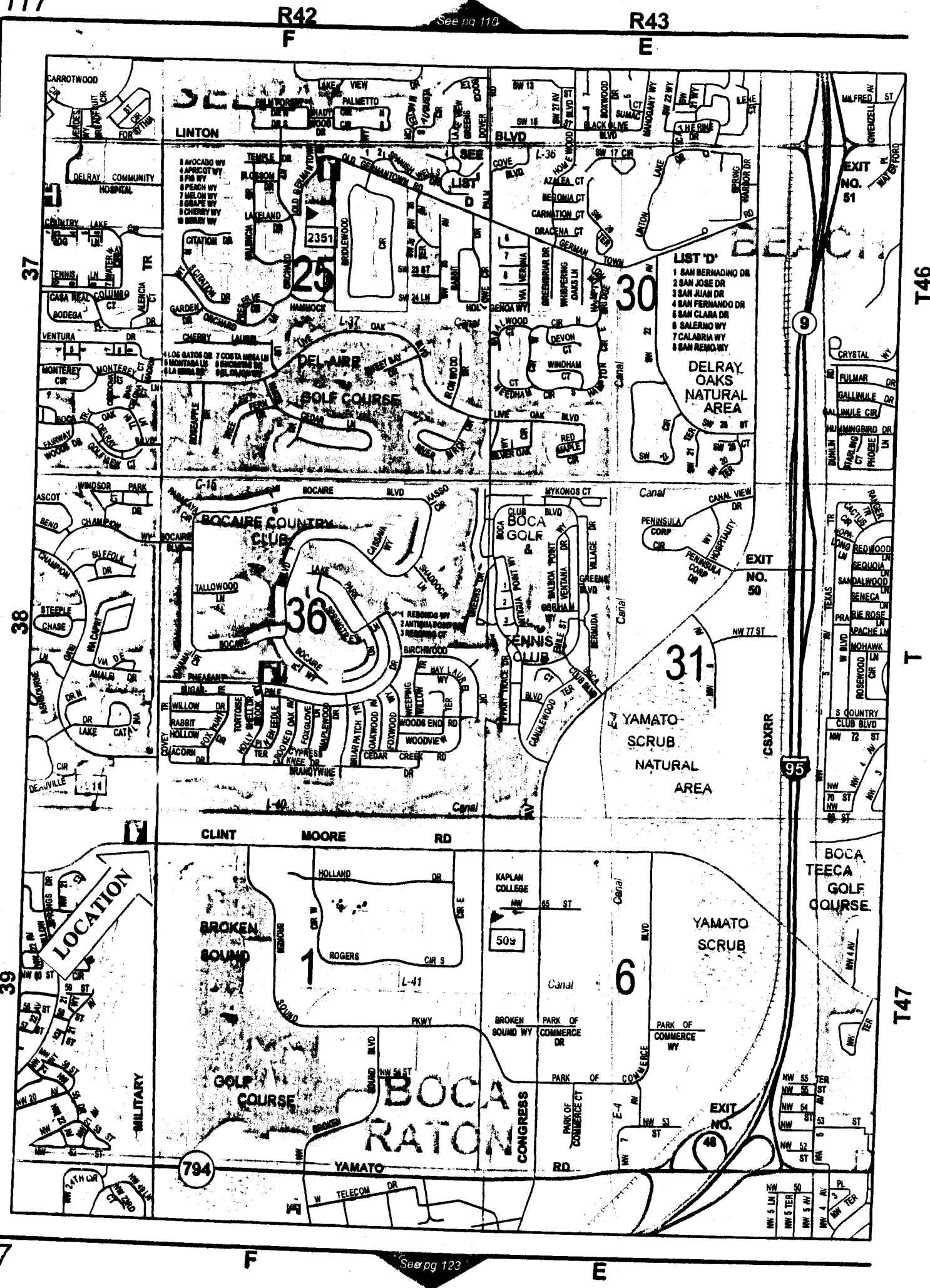
This amendment complies with  
our review requirements.

### C. Other Department Review:

\_\_\_\_\_  
Department Director

This summary is not to be used as a basis for payment.

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**STATE OF FLORIDA  
OFFICE OF THE GOVERNOR  
ECONOMIC DEVELOPMENT TRANSPORTATION TRUST FUND**

**AMENDMENT 1**

This First Amendment to OTTED Agreement OT07-058 (Agreement) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the Office of Tourism, Trade, and Economic Development (OTTED) and Palm Beach County (County) on behalf of Office Depot, Inc. (EDTF Business). A copy of all previous amendments and exhibits are hereby attached and incorporated as "Exhibit 1" to this Amendment. OTTED and the County are sometimes hereinafter referred to as a "Party" and collectively as the "Parties."

This Amendment is entered into for the purpose of modifying certain provisions relating to the Agreement;

In consideration of the mutual promises and agreements contained herein and pursuant to Section 26.0 of Exhibit 1, the parties agree as follows:

**1. Section 3.0 is hereby deleted and replaced by the following:**

**3.0 TERM:** The term of this Agreement shall commence upon execution and continue through February 26, 2010, unless terminated at an earlier date as provided herein. Only project costs incurred on or after the effective date of this agreement and on or prior to the termination date of the Agreement are eligible for reimbursement.

**2. Section 4.0 is hereby deleted and replaced by the following:**

**4.0 COMMENCEMENT:** Unless terminated earlier, the construction of the Project shall commence no later than July 21, 2008, and shall be completed on or before February 27, 2009. OTTED shall have the immediate option to terminate this Agreement should the County fail to meet either of the above-required dates.

**3. Section 5.0 is hereby deleted and replaced by the following:**

**5.0 PROJECT DESCRIPTION:** The Project, identified as Project Number 06-00258, is described as follows and is in connection with the location of facilities by the EDTF Business:

**Construct a second right turn lane and extend the existing right turn lane from Military Trail (North) onto Clint Moore Road (East); construct new right turn lanes on Military Trail at the North, Center and South entrances to the EDTF Business site; construct a channelized median on Clint Moore Road for rear entrance to the EDTF Business site; close the existing median on Military Trail (South) just South of the Southernmost entrance to the site; construct new right turn lane on Clint Moore Road for rear entrance to the EDTF Business site; extend the existing double left turn lane from Clint Moore (West) onto Military Trail (South); install Intelligent Traffic System (including installation of CCTV camera(s) and related fiber optic cables and other elements) along Military Trail from Clint Moore Road to Yamato Road; install new traffic signal at the center entrance along Military Trail; rework existing central median in area of new signalized entrance on Military Trail; and, remove existing utility poles and other infrastructure elements that impede roadway construction.**

**4. This Amendment is not intended to increase the maximum amount that may be paid to the County under the original Agreement.**

**5. The Parties reaffirm all portions of Exhibit 1 not in conflict with this Amendment. Performance in accordance with this Amendment will be considered performance of the Agreement.**

**DUPLICATE ORIGINALS:** This Agreement is executed in duplicate originals.

IN WITNESS WHEREOF, by their signatures below, the signatories affirm the approval of all paragraphs contained herein, attest to their authority to bind their respective parties to this Agreement, and cause this Agreement to be executed.

**STATE OF FLORIDA  
EOG/OTTED**

**PALM BEACH COUNTY**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**TITLE:** Deputy Director

**TITLE:** \_\_\_\_\_


**ATTEST:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

**By:** \_\_\_\_\_  
County Attorney

**APPROVED AS TO TERMS & CONDITIONS**

**By:**   
Engineering Department

# **EXHIBIT 1**



R2007-0356

FEB 27 2007

**STATE OF FLORIDA  
OFFICE OF THE GOVERNOR  
ECONOMIC DEVELOPMENT TRANSPORTATION TRUST FUND**

**AGREEMENT**

This Agreement (OT07-058) is entered into this 8 day of March, 2007, between the State of Florida Office of Tourism, Trade, and Economic Development (OTTED) and Palm Beach County (County) on behalf of Office Depot, Inc. (EDTF Business). OTTED and the County are sometimes hereinafter referred to as a "Party" and collectively as the "Parties."

WHEREAS, OTTED has determined that the transportation project described in the Economic Development Transportation Fund (EDTF) Application, incorporated by reference herein and attached as "Exhibit A" and hereinafter referred to as the "Project," is necessary to facilitate the economic development and growth of the State as contemplated by Section 288.063, Florida Statutes; and

WHEREAS, the County is prepared to complete the Project at an estimated total cost of \$2,028,687; and

WHEREAS, OTTED is prepared to provide \$2,000,000 toward the total project cost of construction of the transportation project described in Section 5.0.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

**1.0 PARTIES:** The parties and their respective addresses for purposes of this Agreement are as follows:

STATE OF FLORIDA  
OFFICE OF THE GOVERNOR  
OFFICE OF TOURISM, TRADE, AND ECONOMIC DEVELOPMENT  
THE CAPITOL, SUITE 2001  
TALLAHASSEE, FLORIDA 32399-0001  
FAX: 850/487-3104

PALM BEACH COUNTY  
301 NORTH OLIVE AVENUE, 10TH FLOOR  
WEST PALM BEACH, FL 33401  
FAX: 561-355-3990

**2.0 ADMINISTRATORS:**

The State EDTF Grant administrator is:

Wynnelle Wilson, Chief Analyst for Policy & Incentives

The County Agreement Administrator is:

\_\_\_\_\_

All approvals referenced in this agreement must be obtained in writing from the parties' agreement administrators or their designees.

**3.0 TERM:** The term of this Agreement shall commence upon execution and continue through January 19, 2009, unless terminated at an earlier date as provided herein. Only project costs incurred on or after the effective date of this agreement and on or prior to the termination date of the agreement are eligible for reimbursement.

**4.0 COMMENCEMENT:** Unless terminated earlier, the construction of the Project shall commence no later than July 24, 2007, and shall be completed on or before January 21, 2008. OTTED shall have the immediate option to terminate this Agreement should the County fail to meet either of the above-required dates.

**5.0 PROJECT DESCRIPTION:** The Project, identified as Project Number 06-00258, is described as follows and is in connection with the location of facilities by the EDTF Business:

**Construct a second right turn lane from Clint Moore Road onto Military Trail; construct right turn lanes on Military Trail at the North, Center, and South entrances to the EDTF Business site; construct a channelized median on Clint Moore Road for rear entrance to the EDTF Business site; close the existing median just South of the Southernmost entrance to EDTF Business site; install Intelligent Transportation System (including CCTV cameras and cable) at Clint Moore Road and Jog Road; remove utility poles that impede roadway construction; and, install a traffic signal at the Center EDTF Business site entrance along Military Trail.**

**6.0 NOTICES:** All notices pertaining to this Agreement are in effect upon receipt by OTTED, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. Facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth above for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

**7.0 RELEASE OF FUNDS:** Project funds made available by OTTED shall not be released until the following have been satisfied:

(a) The County shall agree by resolution to accept future maintenance and other attendant costs occurring after completion of the Project for the portion of the Project on the County system and forward said resolution to OTTED;

(b) The County shall certify to OTTED that the EDTF Business referred to in the introductory paragraph of this Agreement has secured the necessary permits, including but not limited to, building permits, and initiated vertical construction of the facilities referenced. If the County fails to provide such certification to OTTED by July 24, 2007, OTTED may, at its discretion, terminate this Agreement;

(c) The County shall verify all invoices, statements, or other related documents duly submitted to the County for pre-audit and approval by the County;

(d) The County shall certify that its adopted local government comprehensive plan is in compliance with Chapter 163, Part II, Florida Statutes, and that any amendments to the adopted plan related to the Project or EDTF Business facility have been determined by the Department of Community Affairs to be in compliance with Chapter 163, Part II, Florida Statutes;

(e) The County shall provide to OTTED certification and a copy of appropriate documentation substantiating that all required right-of-ways have been obtained and meet the definition of right-of-way set forth in Section 334.03(22), Florida Statutes; and,

(f) Provide OTTED with written notification of either its intent to:

(i) Award the construction of the transportation project to the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The County shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

(ii) Construct the transportation project utilizing existing County employees, if the County can complete said project within the time frame in Section 4.0 of this Agreement.

**7.1 TRANSFER OF FUNDS:** Upon execution of this Agreement by OTTED and upon written request from the County, OTTED will transfer funds to the County to be applied toward direct Project costs on no more than a quarterly basis consistent with project needs.

**7.2 INVESTMENT OF FUNDS:** Funds transferred to the County by OTTED shall be invested by the County until their actual expenditure, in such income or revenue-producing investments as authorized by law for other County funds. All income, interest, or other revenues obtained from such investment shall be considered funds of OTTED. The income, interest, or other revenues shall be remitted to OTTED on a quarterly basis within fifteen (15) days of the close of the months March, June, September, and December, regardless of the month in which funds were received. Upon completion of the project, all remaining income, interest, or other revenues shall be returned to OTTED. All refund or interest checks shall be made payable to: **EOG/OTTED**, and mailed to the OTTED address in Section 1.0 of this Agreement; with the Project Number referenced and information that identifies the grant, interest period, amount of interest earned by account, name of depository, and interest rate. The documentation submitted to support interest earnings should include copies of bank or investment account statements, computational work sheets, etc.

**7.3 USE OF FUNDS:** Funds made available by OTTED pursuant to this Agreement shall be expended in a timely manner and solely for the purpose of the approved Project. No such funds shall be used for the purchase of any capital equipment, landscaping, mitigation planting, water and sewer lines, for any legal action against OTTED, for the administration of the project fund, or costs associated with preparation of the application.

**7.4 UNEXPENDED FUNDS:** Upon termination or expiration of this Agreement, any funds made available by OTTED pursuant to this Agreement but not expended at that time shall be returned to OTTED. All investment earnings realized pursuant to Section 7.2 of this Agreement shall be returned to OTTED.

**7.5 ASSURANCES:** As an inducement to the transfer of funds referred to in Section 7.1 above, the County grants the assurances that, if initiated, the Project will be carried through to its completion and will not require the expenditure of any additional funds from OTTED. The County shall be liable for all cost overruns on the Project.

**8.0 DESIGN AND CONSTRUCTION STANDARDS:** The County agrees to design and construct the Project in accordance with standards developed by the Florida Department of Transportation (DOT) in accordance with Section 336.045, Florida Statutes, and to provide certification of same to OTTED upon completion of the Project. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by DOT.

**9.0 AVAILABILITY OF FUNDS:** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an appropriation by the Legislature. In the event of a State revenue shortfall, the total grant may be reduced accordingly. OTTED shall be the final determiner of the availability of funds.

**10.0 TERMINATION OF AGREEMENT:** Either party may terminate this Agreement upon no less than 24 hours notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery. In the event the County fails to perform or honor the requirements and provisions of this Agreement, the County shall return funds in accordance with Sections 7.4 and 11.0 of this Agreement within 30 days of the termination of this Agreement.

**10.1 TERMINATION REPORT:** Upon termination of this Agreement, the County will provide the following:

(a) Certification that the Project has been completed in compliance with the terms and conditions of this Agreement and meets minimum construction standards established in accordance with Section 336.045, Florida Statutes.

(b) A report which shall specify the following: (i) the total funds transferred to the County by OTTED pursuant to this Agreement; (ii) the total income, interest, or other revenues obtained from the investment of said funds; (iii) the total direct Project costs paid from funds made available by OTTED pursuant to this Agreement; (iv) the balance of any unexpended Project funds; (v) the actual amount of the EDTF Business' capital investment; and (vi) the actual number of permanent, full-time jobs created by the EDTF Business.

**11.0 EXPENDITURES IN VIOLATION OF AGREEMENT:** Any Project funds made available by OTTED pursuant to this Agreement which are determined by OTTED to have been expended by the County in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to OTTED. Acceptance by OTTED of any documentation or certifications, mandatory or otherwise permitted, that the County files shall not constitute a waiver of OTTED's rights as the funding agency to verify all information at a later date by audit or investigation.

## **12.0 LEGAL REQUIREMENTS:**

(a) This agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Each party will perform its obligations in accordance with the terms and conditions of this agreement. Any and all litigation arising under this Agreement shall be brought in the appropriate court in Leon County, Florida, applying Florida law.

(b) If any term or provision of the agreement is found to be illegal and unenforceable, the remainder of the agreement will remain in full force and effect and such term or provision will be deemed stricken.

**13.0 PUBLIC ENTITY CRIME:** The County affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes, and that at no time has the County been convicted of a Public Entity Crime. The County agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

**14.0 UNAUTHORIZED ALIENS:** OTTED will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

**15.0 NON-DISCRIMINATION:** The County will not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The County shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The County shall insert similar provisions in all subcontracts for services by this Agreement.



The County affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes, and that at no time has the County been placed on the Discriminatory Vendor List. The County further agrees that it shall not violate such law and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

**16.0 ATTORNEY FEES:** Unless authorized by law and agreed to in writing by OTTED, OTTED will not be liable to pay attorney fees, interest, or cost of collection.

**17.0 TRAVEL:** There shall be no reimbursement for travel expenses exceeding the all-inclusive funds allocated in this Agreement.

**18.0 PRESERVATION OF REMEDIES:** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or default by either party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

**19.0 ACCOUNTING, REPORTS, AND AUDITS:** The County agrees:

(a) To comply with all requirements found in Section 215.97, Florida Statutes, and the applicable audit and record keeping provisions contained in "Exhibit B," attached to this Agreement and incorporated by reference herein.

(b) To include the audit and record keeping requirements from "Exhibit B" in contracts and subcontracts entered into by the County with any party for work required in the performance of this Agreement.

(c) That three (3) months after the date of execution of this Agreement and every three (3) months thereafter, the County will provide OTTED with quarterly progress reports. Each quarterly report shall contain a narrative description of the work completed according to the project schedule; a description of any change orders executed by the County; a budget summary detailing planned expenditures versus actual expenditures; and identification of minority business enterprises used as contractors and subcontractors. Records of all progress payments made for work in connection with such transportation projects, and any change orders executed by the County and payments made pursuant to such orders, shall be maintained by the County in accordance with accepted governmental accounting principles and practices and shall be subject to financial audit as required by law.

(d) The County shall submit to OTTED a financial audit conducted by an independent certified public accountant, pursuant to Section 288.063(8), Florida Statutes, within three (3) months of the release of the County's annual audit.

**20.0 PUBLIC RECORDS:** OTTED may unilaterally cancel this Agreement in the event the County refuses to allow public access to materials made or received by the County in conjunction with the Agreement subject to the provision of Chapter 119, Florida Statutes, unless as exempted pursuant to Sections 288.075, 288.1067, and/or 288.9520, Florida Statutes.

**21.0 LOBBYING:** Funds may not be used for the purpose of lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

**22.0 MINORITY VENDORS:** The County is encouraged to use small businesses, including minority and women-owned businesses as subcontractors or sub-vendors under this Contract. The directory of certified minority and women-owned businesses can be accessed from the website of the Department of Management Services, Office of Supplier Diversity. The County shall report on a quarterly basis its expenditures with minority and women-owned businesses. The report shall contain the names and addresses of the minority and women-owned businesses; the aggregate dollar figure disbursed that quarter for each business; the time period; type of goods or services; and the applicable code. If no expenditures were made to minority or women-owned businesses, the County shall submit a statement to this effect.

**23.0 SUBCONTRACTS:** The County shall be responsible for all work performed and all expenses incurred in connection with the project. It is understood by the County that OTTED will not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the County will be solely liable to the subcontractor. When contracting with subcontractors, the County must require subcontractors to indemnify and hold harmless the state for actions of the subcontractor resulting in personal injury or death, or destruction or damage to property, arising out of activities performed under this Agreement and shall investigate all claims at its own expense.

**24.0 FOLLOW-UP REPORT:** Two (2) years after the EDTF Business has completed the construction associated with this Project, the County will provide OTTED with the actual number of new, permanent, full-time jobs created by the EDTF Business.

**25.0 INDEPENDENT CAPACITY:** The County shall act as an independent contractor and not as an employee of OTTED in the performance of this Agreement. The County agrees to take such steps as necessary to ensure that each subcontractor of the County will be deemed to be an independent contractor, and will not be considered or permitted to be an agent of the State.

The County will not pledge the State's credit or make OTTED a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

**26.0 MODIFICATION OF AGREEMENT:** In the event the County desires to modify any of the terms and conditions of this Agreement, the County shall make such request for modification in writing to OTTED at any time during the term of this Agreement. However, if the request for modification relates to changes in the project commencement and/or project completion dates, such request must be received by OTTED prior to the expiration of the current commencement or project completion date. If such a request is made after the expiration of the above referenced date, OTTED shall have the option to terminate this Agreement.

**27.0 LIABILITY AND INDEMNIFICATION:** OTTED will not assume any liability for the acts, omissions to act, or negligence of the County, its agents, servants, or employees; nor will the County exclude liability for its own acts, omissions to act, or negligence to OTTED. In addition, the County agrees to be responsible for any injury or property damage resulting from any activities conducted by the County.

To the extent permitted by law, the County agrees to indemnify and hold OTTED harmless from and against any and all claims or demands for damages resulting from personal injury, including death or damage to property, arising out of any activities performed under this Agreement and will investigate all claims at its own expense. However, neither OTTED nor any agency or subdivision of the State of Florida waives any defense of sovereign immunity or increases the limits of its liability upon entering into this contractual relationship.

**28.0 NON-ASSIGNMENT:** Neither party may assign, sublicense, nor otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld. Any assignment, sublicense, or transfer occurring will be null and void; provided, however that OTTED will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the County. In the event that OTTED approves transfer of the County obligations, the County remains responsible for all work performed and all expenses incurred in connection with this Agreement.

**29.0 ENTIRE AGREEMENT:** This instrument embodies the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the County and the authorized officer of OTTED.

**DUPLICATE ORIGINALS:** This Agreement is executed in duplicate originals.

IN WITNESS WHEREOF, by their signatures below, the signatories affirm the approval of all paragraphs contained herein, attest to their authority to bind their respective parties to this Agreement, and cause this Agreement to be executed.

STATE OF FLORIDA  
EOG/OTTED

R2007 <sup>0256</sup>~~0356~~  
PALM BEACH COUNTY, FLORIDA BY ITS  
BOARD OF COUNTY COMMISSIONERS

By: [Signature]

By: Addie L. Greene

Addie L. Greene, Chairperson

DATE: 3/8/07

TITLE: Deputy Director

ATTEST:

SHARON R. BOCK

CLERK & COMPTROLLER

By: [Signature]

Deputy Clerk

ATTEST: Marian Scholz 3/8/07

Date: FEB 27 2007

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

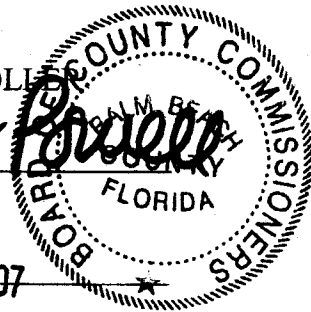
By: Paul F. [Signature]

County Attorney

APPROVED AS TO TERMS & CONDITIONS

By: [Signature]

Engineering Department



# **EXHIBIT A**

**STATE OF FLORIDA  
ECONOMIC DEVELOPMENT TRANSPORTATION  
FUND  
APPLICATION**

**Palm Beach County**

**Unit of Government or Public Authority ("Applicant")**

***on behalf of***

**OFFICE DEPOT, INC.  
Business Name**

**FOR EFI USE ONLY**

<u>8/22/06</u>	<u>10/12/06</u>
Date Received	Date Completed
10/10/06 - current copy	
<u>DL-00258</u>	
Project Number	

**Submit Application To:**

**Enterprise Florida, Inc.**  
The Atrium Building, Suite 201  
325 John Knox Road  
Tallahassee, Florida 32303  
850.488.6300 Fax: 850.922.9595



## Application Instructions

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1. Please carefully review all application materials. It is suggested that you contact Enterprise Florida at the address below to discuss your project and application before submitting a formal proposal.
2. Each application must be accompanied by the following:
  - A. A letter from the applicant, signed by the chief elected official, to include:
    - ♦ Certification that the transportation project is not scheduled by the appropriate transportation planning organization during the company's desired time frame,
    - ♦ Estimated capital investment by the company,
    - ♦ Reasonable estimate of projected employment to be created and/or retained by the company,
    - ♦ Reasons the transportation project is needed to support that employment,
    - ♦ Description of company's primary activity and type of facility being planned, and
    - ♦ Statement of impact on local and/or state economy.
  - B. A letter from the company on whose behalf the application is being submitted. The letter must be on company letterhead and include:
    - ♦ A statement of existing or anticipated transportation problem which constitutes an impediment to plans and that the problem will be solved by this project,
    - ♦ Amount of capital investment to be made by the company for new or expanding facilities,
    - ♦ Number of full-time permanent positions to be created or retained,
    - ♦ Average hourly wage (excluding benefits) of the jobs to be created or retained.
    - ♦ Description of primary business activity,
    - ♦ Identification of market area served. Additionally,
      - (1) For a new facility locating in Florida, the letter must be signed by the President, CEO, COO, or Senior VP of Florida Operations and also include:
        - Statement of intent to locate in Florida and that only one Florida site is being considered requiring EDTF.
        - Statement of other sites outside of Florida that are being considered. Specifically, identify other states or countries outside of Florida that are being considered, and provide a summary of incentives other states have offered.
        - Statement of type of business facility or business activity being planned for Florida location.
      - (2) For a company expanding in Florida, the letter must be signed by the manager of the existing facility and also include:
        - Statement of the planned expansion and the expansion will not occur if the transportation improvements are not made.
        - Statement that only one Florida site is being considered requiring EDTF.

**Important Note:** Pursuant to 288.063, F.S., EDTF funds cannot be used to induce a company to locate from one Florida community to another community in the state unless the Office of Tourism, Trade, and Economic Development determines that without such relocation the business will move outside this state or determines that the business has a compelling economic rationale for the relocation which creates additional jobs. Company must provide rationale in its letter.

- Statement of other sites outside of Florida that are being considered. Specifically, identify other states outside of Florida that are being considered, and provide a summary of incentives other states have offered.
- (3) For a company expanding and remaining at its present location in Florida, the letter must be signed by the manager of the existing facility and also include:
- Statement that no other Florida site is being considered and the expansion will not occur if the transportation improvements are not made.
  - Statement that the company will remain at its present location if the transportation problem is alleviated.
- (4) For a company remaining at its present location in Florida, but not creating any new jobs or making any capital improvements, the letter must be signed by the manager of the existing facility and also include:
- Statement that no other Florida site is being considered and the facility will close or locate to another state if the transportation improvements are not made.
  - Statement that the company will remain at its present location if the transportation problem is alleviated.
  - Provide number of existing permanent full-time employees,
  - Provide average hourly wages, excluding benefits.
- C. A 1:24,000 (1 inch = 2,000 feet) U.S.G.S. quadrangle sheet which shows the transportation project and the company's location site; and a small sketch or diagram (no more than 9 ½ by 14) showing all existing transportation facilities in proximity to the business project (clearly labeled), the business project property boundaries, the general outline of the facility(s) within the property (existing and proposed), all existing transportation entry points, and the proposed transportation project (clearly designated as the proposed project). The diagram need not be professional, and the scale may be rough, but it should be in sufficient detail to present the observer with a clear understanding of the current situation and the proposed project.
3. Any information and documentation that cannot be supplied in the space provided on the application form should be placed in a notebook or other presentation format. The material should be indexed, tabbed, or labeled with the number of the relevant question from the application form.
4. The completed and signed original application and eight (8) copies must be filed with:

Enterprise Florida, Inc.  
 The Atrium Building, Suite 201  
 325 John Knox Road  
 Tallahassee, Florida 32303  
 850.488-6300      Faxes: 850.922.9595

5. **IMPORTANT NOTE:** EDTF Funds must be approved by OTTED prior to the company making its final decision to locate, expand or remain in Florida.

**ECONOMIC DEVELOPMENT TRANSPORTATION FUND APPLICATION  
OFFICE OF TOURISM, TRADE, AND ECONOMIC DEVELOPMENT**

Applicants are advised that this application must be submitted in accordance with the provisions of Florida Statutes, Section 288.063, and the Office of Tourism, Trade, and Economic Development's Economic Development Transportation Fund Guidelines.

**I. APPLICANT**

Government Applicant: Palm Beach County  
Government Federal Employee Identification Number: 59-6000785  
Name of Primary Contact: Dan Weisberg  
Title: Director – Traffic Division  
Address: 2300 North Jog Road  
West Palm Beach, FL 33411-2745  
(City)(State)(Zip)  
Telephone: 561-684-4030 Fax: 561-458-5770  
Email address: dweisber@pbcgov.com

**II. COMPANY PROVIDING EMPLOYMENT (only one company may be listed)**

Company: OFFICE DEPOT, INC  
Primary Contact: JIM GRADY  
Title: VICE PRESIDENT, TAX  
Address: 2200 OLD GERMANTOWN ROAD  
DELRAY BEACH, FL 33445  
(City)(State)(Zip)  
Telephone: (561) 438-7904 Fax: \_\_\_\_\_  
Email Address: jim.grady@officedepot.com  
Principal Business Activity: Headquarters—Office Supply Retailer/Wholesaler  
SIC Code Number: 55111  
Type of Facility: New Location ( ) Expansion of Existing ( X ) Retention ( X )  
Date Construction Will Begin: November 2006  
Date Company will be in Operation: 4<sup>th</sup> Qtr 2008-1<sup>st</sup> Quarter 2009  
\_\_\_\_\_  
Estimated Square Feet of Facility: 624,230 SF

Full-time Employment Generated/Retained:

New approximately 430 net new jobs

Retained approximately 1,600

*(IMPORTANT NOTE: Grant request should not exceed \$5,000 per job. Grants exceeding \$5,000 per job may be approved when the project occurs in an economically distressed community and a further waiver of this guideline may be granted pursuant to the EDTF Program Guidelines.)*

New Capital Investment Generated: \$210,000,000

Briefly Describe the Facility (New or Existing) or the Expansion.

The Company has an interest in developing a corporate office campus in the City of Boca Raton. The Florida project is estimated to contain 624,300 SF of Class A office space. This relocation/expansion is required due to the fact the existing facility is obsolete and inefficient. Moreover, due to the rising cost of construction, including site infrastructure which has increased 30%+ over the last 24 months, grants and cost-contributions are absolutely necessary to make the Boca Raton site economically feasible.

**III. TRANSPORTATION (Attach a rough site plan with facility in relation to the requested transportation improvements.)**

- A. Briefly describe the transportation problem that is an impediment to the company described above and give its importance to the company's decision.

Due to the existing Office Depot site being obsolete and inefficient, the Company is considering relocating to a larger site for expansion in Boca Raton. The proposed Boca Raton site requires significant traffic improvements to accommodate the Office Depot operations. The following are all necessary to accommodate the Company and the impact created by a projected 1600+ new commuters.

There are capacity problems that will be increased with the Office Depot project; the Company will need to have reasonable traffic accommodations to ease access into and out of the office complex. The company will need entrances which will have to be designed and constructed: Three entrances on Military Trail and one entrance on Clint Moore Road. The median will need to be channelized at two entrances for public safety and traffic flow. Some existing medians will need to be closed/modified at two entrances to create safe turns in flowing traffic for general traffic safety. We also include a public safety upgrade in camera technology so that this area will receive the same public safety requirements as other areas.

- B. Briefly describe the transportation project that will alleviate the transportation problem.

The proposed Boca Raton location received site plan approval (June 15, 2006) from the Boca Raton Planning & Zoning Board. Per Resolution 06-15 of the Planning & Zoning Board, specific traffic improvements as conditioned will alleviate the transportation problems. (See attached copy of the Site Plan, approved June 15, 2006 and Resolution 06-15.)

1. Military Trail at Clint Moore – addition of second Right Turn Lane: The intersection of Military Trail and Clint Moore Road currently has capacity problems that will substantially worsen with the addition of traffic from Office Depot. This intersection improvement will help mitigate the traffic impacts from Office Depot.
2. Military Trail North Entrance – construct Right Turn Lane
3. Military Trail Center Entrance – construct Right Turn Lane
4. Military Trail South Entrance – construct Right Turn Lane
5. Clint Moore Road Entrance – construct Channelized Median: This is a permanent improvement.
6. Military Trail South Entrance - : This is a permanent improvement that will close off existing medians at two entrances to create safe turns into flowing traffic for general traffic safety. It will also correct an alignment problem at the south entrance.
7. Clint Moore Entrance - Right Turn Lane: These right turn lane improvements are intended to provide safe access into the Office Depot site.
8. Clint Moore Road -Jog- CCTV Camera
9. Clint Moore Road--Fiber Cable: The City of Boca Raton has a long-term plan for implementing a citywide Intelligent Transportation System (ITS). ITS allows the City to better manage traffic congestion through intelligent use of the existing transportation infrastructure. Components for ITS include communication with intersection traffic signals, cameras to monitor current traffic conditions and variable message signs to communicate traffic conditions to drivers. The fiber optic cable is needed to communicate with these devices. The CCTV camera and fiber optic cable are logical extensions of the ITS system in proximity of the Office Depot site. The improvements proposed are needed as a result of a potential new headquarters facility for Office Depot and the resulting traffic congestion anticipated from the project. The improvements need to be done now in order to address impediments that will occur based on significant new traffic congestion.
10. Utility Relocation: There is an existing Florida Power and Light utility line on the east side of Military Trail that impedes construction of turn lanes. The right turn lanes, detailed as in Improvements #1, #2, #3, and # 4 will require relocation of the utility line.
11. Traffic Signal at Entrance: A traffic signal will be needed and warranted at the center driveway on Military Trail to provide safe access into and out of the Office Depot site once building occupancy is attained. Design,

procurement, engineering and installation of the sign... will take one year making an expeditious start a priority.

C. Estimated Cost of the Transportation Project:

Construction: \$1,866,487

Right-of-Way: \*

**IMPORTANT NOTE:** Right-of-Way cost may be used as matching dollars if acquisition is required from a third party in order to construct the transportation facility.

Design & Engineering: \$162,200

**TOTAL COST:** \$2,028,687

D. Transportation Project Funding Sources:

City: \$

County: \$

Company: \$

Other: \$

Please specify: Land owner/developer

Request from the Economic Development Transportation Fund  
(\$2,000,000 maximum): \$2,000,000

\$2,028,687

**TOTAL COST:**

(NOTE: The total costs must equal the sum in items C and D)

E. Estimated Number of Days to Construct the Transportation Project: 180

IV. PROJECT LOCATION

A. Located in an Enterprise Zone? Yes X No

B. Located in the Target Area of a Community Development Corporation? Yes X No

C. Located in a Front Porch Community? Yes X No

D. Located in a REDI County? Yes X No

E. County population of 75,000 or less? Yes X No

F. City population of 10,000 or less? Yes X No

G. City population over 10,000 but less than 20,000? Yes X No

H. Located on Brownfield Site or in a Brownfield Area? Yes X No

## V. SELECTED ECONOMIC INDICATIONS

- A. Unemployment Rate of the local unit: 3.0%  
Identify local unit (e.g., county, city or census tract): Palm Beach County  
State Rate: 3.0% (Seasonally Adjusted)  
Information Source and Date of Source: US Dept. of Labor

- B. Per Capita Income of the local unit: \$45,628  
Identify local unit (e.g., county, city, or census tract): US Census Bureau  
State Per Capita Income: \$21,557  
Information Source and Date of Source: US Census Bureau  
Poverty Rate of the local unit: 6.7%  
Identify local unit (e.g., county, city, census tract): Boca Raton  
State Rate: 12.5%  
Information Source and Date of Source: US Census Bureau

**IMPORTANT NOTE: Only Creditable Government Sources can be accepted e.g., Latest U.S. Census Data, or Florida Statistical Abstract Data, or Florida Department of Labor and Employment Security Data.**

## VI. OTHER CONSIDERATIONS

- A. Is the adopted local government comprehensive plan for the jurisdiction in compliance with Chapter 163, Part II, Florida Statutes?     X    Yes     No  
If not, what is the expected time frame for compliance? \_\_\_\_\_

- B. What is the Future Land Use Map designation for the business facility state?  
IL—Light Industrial

- C. Are the transportation project and business facility consistent with the adopted local government comprehensive plan? X Yes No

**If not, describe the inconsistency and give the time frame for amending the plan:**

- D. Does construction of the business facility trigger concurrency requirements other than for transportation facilities? X Yes  No

**If yes, explain:** At the site plan review; Comp Plan and Site Plan policy requires review of all concurrency requirements (e.g. water, sewer, solid waste, roads, parks, school concurrency, etc.)

- E. Does construction of the business facility trigger concurrency requirements for transportation facilities?                      Yes   X   No

If yes, what transportation management alternatives have been considered?

F. Does the adopted plan include an Economic Development Element?

\_\_\_\_\_ Yes \_\_\_\_\_ ☒ No

G. Is the applicant's transportation project linked to other publicly funded economic development programs?

\_\_\_\_\_ Yes \_\_\_\_\_ ☒ No

If so, how does it further those efforts?

H. Will low to moderate-income workers be eligible for employment within this facility?

\_\_\_\_\_ ☒ Yes \_\_\_\_\_ No

If not, why not? \_\_\_\_\_

I. What role will the transportation project play in the decision of the business to locate, expand, or remain in this state?

The transportation and parallel site infrastructure needs are necessary to make the project accessible, safe and non-disruptive for the entire community. Additionally, due to the rising cost of infrastructure development, which has increased significantly over the last 24 months, grants and cost-contributions are absolutely necessary to make the Boca Raton site economically feasible for our Company.

J. Is there documented competition for this project? \_\_\_\_\_ ☒ Yes \_\_\_\_\_ No

**IMPORTANT NOTE:** If there is no documented competition, the project is not eligible.

(Check all that apply.)

State(s): (1) Georgia; (2) North Carolina

Summarize Incentive(s):

1. The State of Georgia /local communities offers the following incentives:

- Headquarters Jobs Tax Credit of \$5,000 per new full-time employee for eligible positions
- Job Tax Credit for remaining positions
- Property tax incentives depending on the community selected
- Eligibility for State grants
- Training assistance
- Infrastructure assistance based on community selected
- Other Statutory incentives or applicable tax credits
- Favorable construction pricing and infrastructure costs

2. If Office Depot decides to relocate in North Carolina, the Company would qualify for substantial incentives under the following programs:

- William S. Lee Tax Credits,
- Job Development Investment Grant,
- Utility incentives,
- Governor's One North Carolina Fund
- Community College Training Assistance.



- Industrial Development Fund (site infrastructure, Rights of Way and public works grants)
- Favorable construction pricing and infrastructure costs

Country(ies) \_\_\_\_\_;

Summarize Incentive(s):

Florida Community(ies): Palm Beach County, FL

Summarize Incentive(s):

1. QTI Matching Grant (JGI Initiative)
2. Property Tax Incentive
3. Local Workforce Job Training Grant

## VII. PROJECT INFORMATION

Location of Project (Provide Road Number, if applicable): 6600 N Military Trail

US: X State: FL County: Palm Beach City: Boca Raton

Party responsible for maintenance and upkeep:

State: FL County: Palm Beach City: \_\_\_\_\_ Other: \_\_\_\_\_  
(If more than one is applicable, please indicate.)

Total Length of Project: 2 Years

Is there an alternative that would provide more cost effective access to the project? \_\_\_\_\_ Yes X No

Are there any additional traffic impacts? X Yes \_\_\_\_\_ No

If yes, does the project provide for additional impact? X Yes \_\_\_\_\_ No

If no, please explain:

## VIII. TRAFFIC IMPACTS FOR PROJECTS INVOLVING STATE HIGHWAYS ONLY

-----N/A: Project not on State Highway-----

1. Traffic generation estimates (in number of vehicles daily):

Number of Cars \_\_\_\_\_ Number of Trucks \_\_\_\_\_

2. AM Peak Hour \_\_\_\_\_ a.m. to \_\_\_\_\_ a.m.—Indicate Number of:

Inbound Cars \_\_\_\_\_ Inbound Trucks \_\_\_\_\_

Outbound Cars \_\_\_\_\_ Outbound Trucks \_\_\_\_\_

3. PM Peak Hour \_\_\_\_\_ p.m. to \_\_\_\_\_ p.m.—Indicate Number of:

Inbound Cars \_\_\_\_\_ Inbound Trucks \_\_\_\_\_

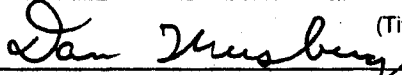
Outbound Cars \_\_\_\_\_ Outbound Trucks \_\_\_\_\_

- IX. **SIGNATURE:** If the application is for a city road, the city must agree to maintain the road. If a county road is involved, the county must agree to maintain the road. This will be stipulated in all contracts involving expenditure of the Economic Development Transportation Fund. DOT form on Page 7, letter from applicant, letter from the benefiting company and a map showing the relationship of the facility to the transportation project must accompany this application.

Dan Weisberg

(Type Name)

Director – Palm Beach County Traffic Division

 (Title)

(Signature of an elected city or county official)

Specific Authority & Laws Implemented: 288.063, 120.53 (1) (a), F. S.

OFFICE OF TOURISM, TRADE, AND ECONOMIC DEVELOPMENT  
ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT  
FOR SUBMISSION TO YOUR DOT DISTRICT SECRETARY'S OFFICE

**IMPORTANT NOTE:** Applications submitted without this completed page are incomplete and will not be processed until the applicant submits to Enterprise Florida, Inc.

X. DOT TRANSPORTATION PROJECT CONSTRUCTION COST ESTIMATE

[Gerry O'Reilly-FL DOT]

Based on information provided with this application:

Estimated cost of construction: \$ 1,866,487

Estimated cost of right-of-way: \_\_\_\_\_

Estimated cost of design and engineering: \$ 162,200

Has design and engineering been completed? \_\_\_\_\_ Yes X No

Was cost overrun considered in total cost? \_\_\_\_\_ Yes X No

If yes, how much? \_\_\_\_\_

Is design in accordance with DOT specifications? Yes (will be required) \_\_\_\_\_

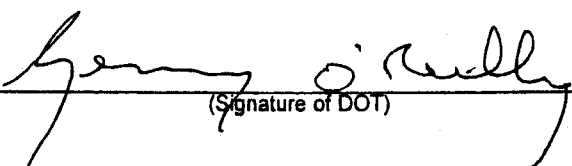
How many days estimated for completion? 180

DOT Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

  
(Signature of DOT)

The signature of FDOT only attests to EDTF transportation project cost estimates and does not commit FDOT to automatically approve any permits associated with this project.

## OFFICE DEPOT TRANSPORTION IMPROVEMENTS

### Number

1 Military Trail at Clint Moore - Second Right Turn Lane	\$515,056
2 Military Trail North Entrance - Right Turn Lane	\$46,900
3 Military Trail Center Entrance - Right Turn Lane	\$46,900
4 Military Trail South Entrance - Right Turn Lane	\$46,900
5 Clint Moore Road Entrance - Channelize Median	\$11,667
6 Military Trail South Entrance - Close Median	\$11,667
7 Clint Moore Entrance - Right Turn Lane	\$46,900
8 Clint Moore at Jog - CCTV Camera	\$45,000
9 Clint Moore Fiber Cable	\$40,000
Total	\$810,989

Mobilization (10% of Construction)	\$81,100
Maintenance of Traffic (10% of Construction)	\$81,100
Construction Inspection (10% of Construction)	\$81,100
Contingency (20% of Construction)	\$162,198
Total	\$1,216,487

Design (20%) of Construction	\$162,200
Grand Total	\$1,378,687

## OTHER IMPROVEMENTS

### Number

10 Utility Relocation	\$300,000
11 Traffic Signal at Entrance	\$350,000
Total	\$650,000

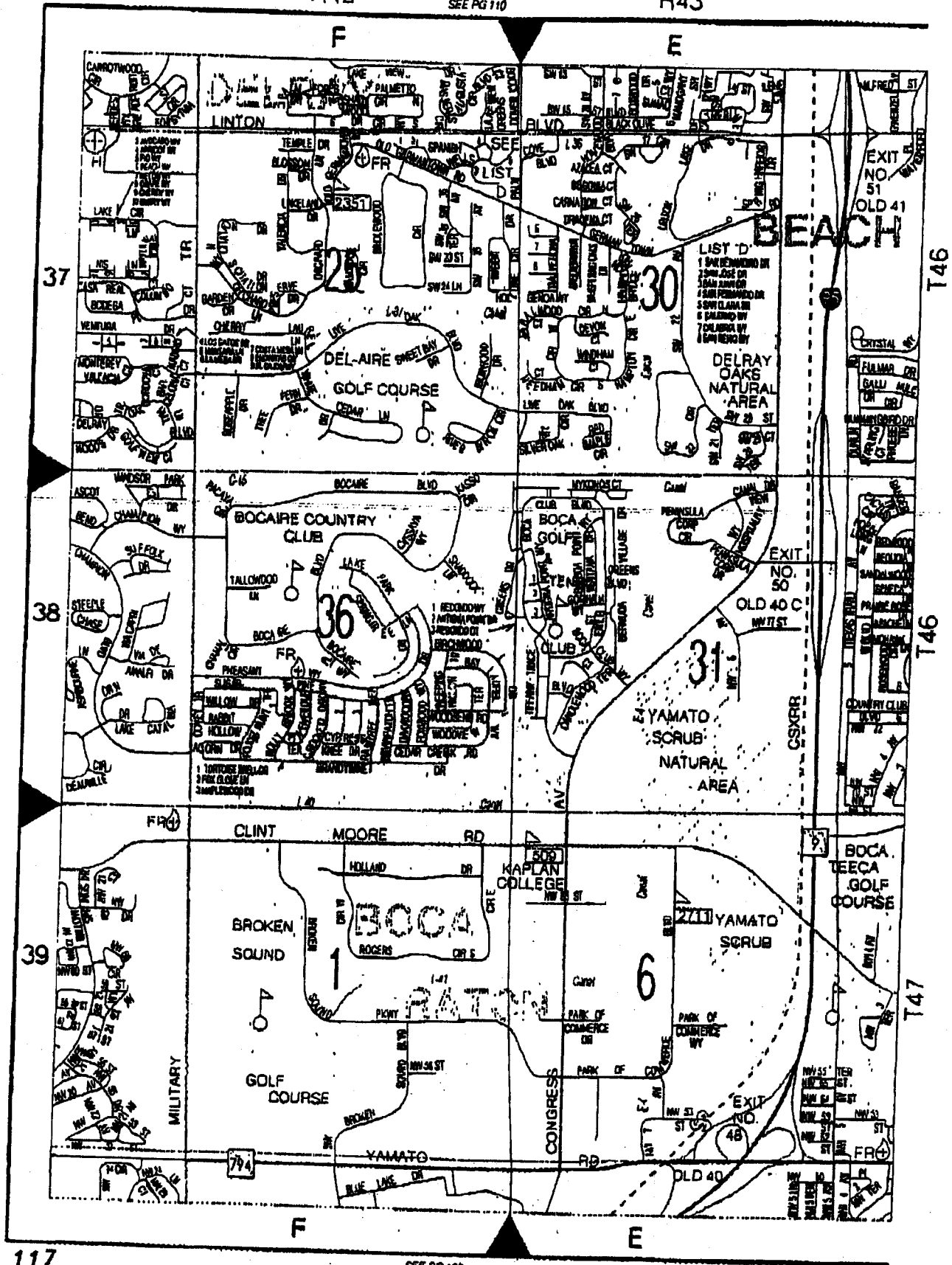
New Grand Total	\$2,028,687
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117

R42

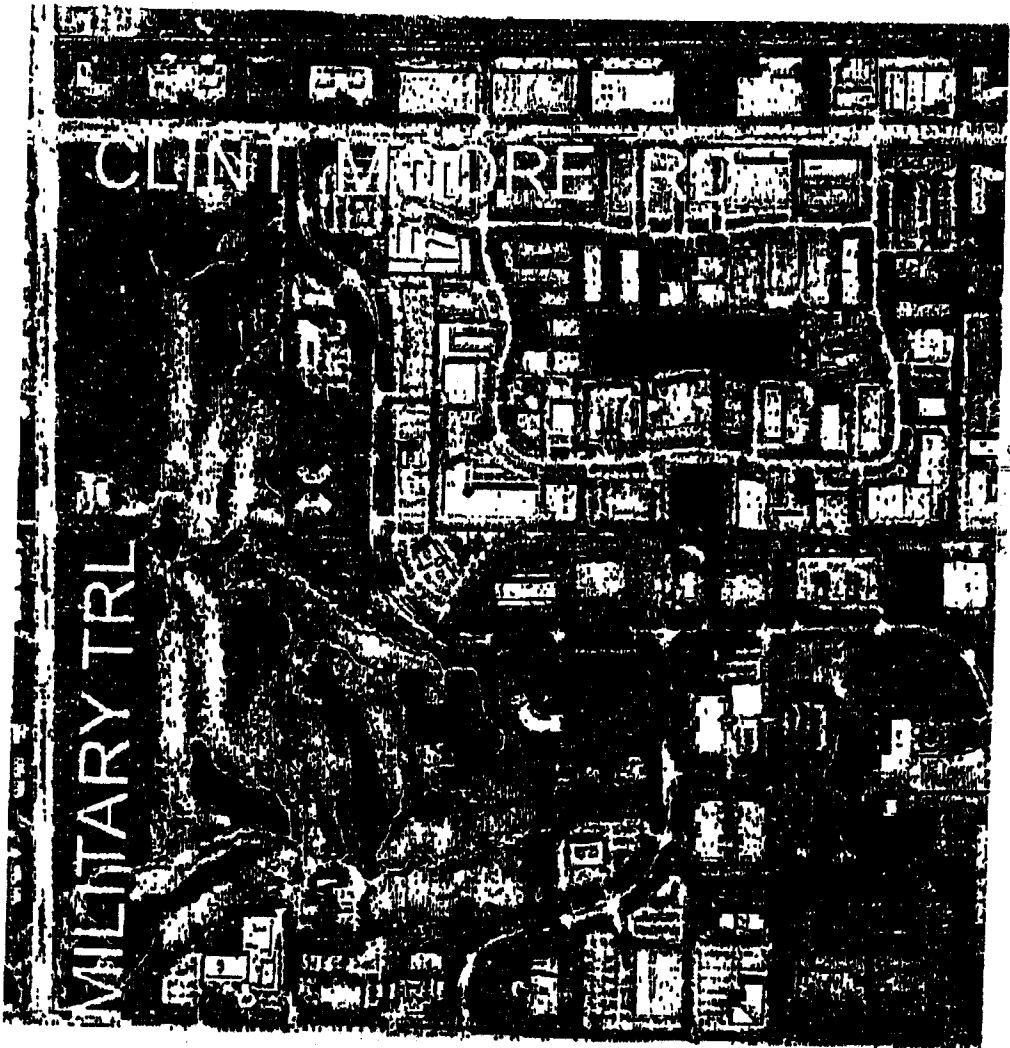
SEE PG 110

R43



117

SEE PG 123



1" = 1,000 '

RECEIVED

JUN 15 2006  
CITY OF BOCA RATON  
DEVELOPMENT SERVICES DEPT

SPA-06-08/06-97500008  
BOCA 54

CURRENT ZONING DESIGNATION:  
FUTURE LAND USE DESIGNATION:  
PROPOSED USE:  
SITE AREA:

LIRP  
IL  
CORPORATE OFFICE  
2,359,412 SQ.FT. (54.16 ACRES)

BUILDING AREAS & [HEIGHTS]\*:

PROPOSED PERMITTED

OFFICE BUILDING 1 (5-STORY)	208,077 S.F.	[80'-0"]	[85'-0"]
OFFICE BUILDING 2 (5-STORY)	208,077 S.F.	[80'-0"]	[85'-0"]
OFFICE BUILDING 3 (5-STORY)	208,077 S.F.	[80'-0"]	[85'-0"]
TOTAL:	624,230 S.F.		

\*height indicated is approx. to the highest point of roofs.

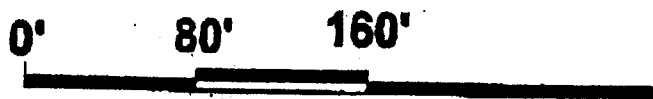
COVERAGE: 6.9%  
F.A.R.: .265  
TOTAL DEVELOPMENT VESTED AT 0.4 F.A.R. = 943,764 S.F.  
REMAINING VESTED DEVELOPMENT RIGHTS AT 0.4 F.A.R. = 319,534 S.F.  
LANDSCAPED AREA: 427,219 SF (18.1%)

PARKING FOR 624,664 S.F. TOTAL OFFICE SPACE:

4,000 S.F. @ 1/200: 20 SPACES  
620,230 S.F. @ 1/300: 2,068 SPACES

TOTAL PARKING REQUIRED: 2,088 SPACES  
TOTAL PARKING PROVIDED: 2,122 SPACES  
TOTAL H.C. PARKING REQ: 32 SPACES  
TOTAL H.C. PARKING PROV: 35 SPACES

BICYCLE PARKING REQUIRED: 5% of 2088: 105 SP  
80% LONG TERM: 84 SP  
SHORT TERM: 21 SP



ACRES



© COPYRIGHT 2006 RLC Retzsch LANDSCAPE ARCHITECTS, INC.

**RECEIVED**

JUN 15 2006

CITY OF BOCA RATON  
DEVELOPMENT SERVICES DEPT

SPA-06-08/06-97500008

BOCA 54

CURRENT ZONING DESIGNATION:

LIRP

FUTURE LAND USE DESIGNATION:

IL

PROPOSED USE:

CORPORATE OFFICE

SITE AREA:

2,359,412 SQ.FT. (54.16 ACRES)

BUILDING AREAS &amp; [HEIGHTS]\*:

PROPOSED PERMITTED

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208,077 S.F. [80'-0"] [85'-0"]

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208,077 S.F. [80'-0"] [85'-0"]

OFFICE BUILDING 3 (5-STORY)

208,077 S.F. [80'-0"] [85'-0"]

TOTAL:

624,230 S.F.

\*height indicated is approx. to the highest point of roofs.

COVERAGE:

6.9%

F.A.R.:

.265

TOTAL DEVELOPMENT VESTED AT 0.4 F.A.R. = 943,764 S.F.

REMAINING VESTED DEVELOPMENT RIGHTS  
AT 0.4 F.A.R. =

319,534 S.F.

LANDSCAPED AREA:

427,219 SF (18.1%)

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4,000 S.F. @ 1/200: 20 SPACES

620,230 S.F. @ 1/300: 2,068 SPACES

TOTAL PARKING REQUIRED: 2,088 SPACES

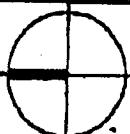
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TOTAL H.C. PARKING REQ: 32 SPACES

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80% LONG TERM: 84 SP  
SHORT TERM: 21 SP

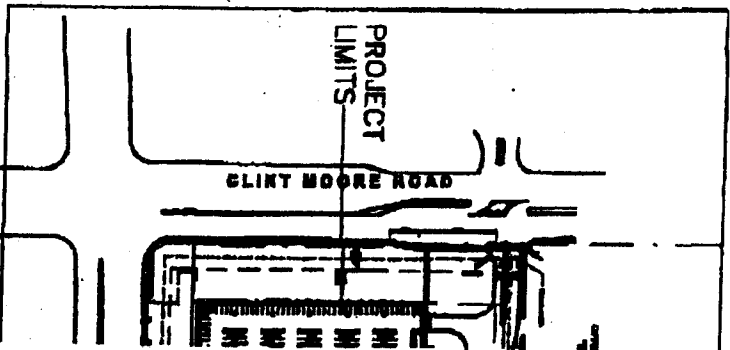
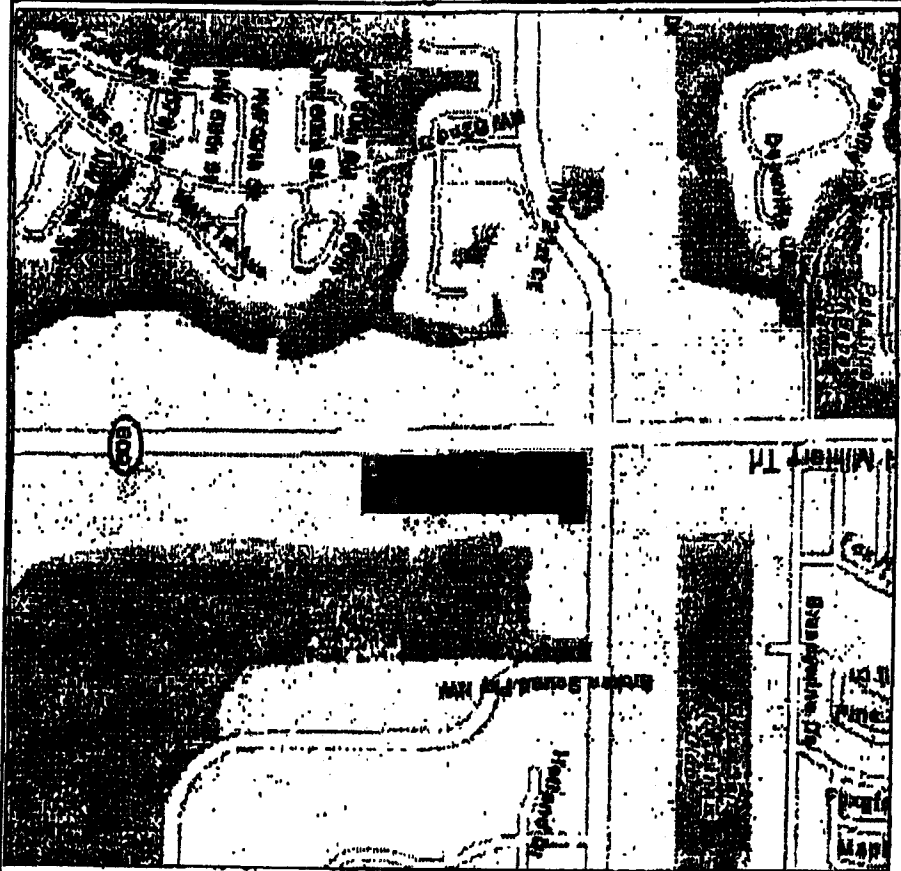
0' 80' 160'

**ACRES****RLCretzsch**

© COPYRIGHT REICHEN LAMAR GAYLORD ARCHITECTS 2005



# SITE PLAN



# Office DEPOT

October 12, 2006

Ms. Brenda Workman  
Enterprise Florida, Inc.  
The Atrium Building, Suite 201  
325 John Knox Road  
Tallahassee, Florida 32303

1600?  
Should be  
1750  
rec.

Dear Ms. Workman:

Office Depot, Inc. is requesting state assistance under the Economic Development Transportation Fund (EDTF) program for a potential expansion project in Palm Beach County, Florida. Office Depot, Inc. ("the Company") is a Florida-based business and a major retailer and wholesaler of office supplies. The Company's current headquarters facility is outdated and inefficient from productivity and growth standpoints. The Company cannot meet its domestic and international growth requirements at the current headquarters location. As a result, Office Depot, Inc. is considering several new sites for its U.S./Global Headquarters and Latin American Headquarters, including a site in Boca Raton, Florida—the only Florida site under consideration. If the Boca Raton site is selected for the U.S./Global Headquarters, it will result in a capital investment of approximately \$210 Million, the retention of approximately 1600 jobs at the local headquarters and the creation of approximately 430 new headquarters jobs. Our current average wage is \$76,792 (est).

Although Florida is the preferred state for the headquarters expansion, increased construction costs of 20% - 30% on an average over the last two years have forced the Company to reconsider the economic feasibility of the project in the State of Florida. Office Depot has received proposals from North Carolina and Georgia. The incentives offered in these proposals are detailed in the Economic Development Transportation Fund (EDTF) Application.

Numerous cost factors including site preparation and infrastructure improvements are impacting the feasibility to move forward with the proposed site in Boca Raton, Florida. Site needs include, but are not limited to the following: site improvement, grading, paving, traffic flow adjustments, turn lanes, curbing, pedestrian safety items, utility relocation, road striping, movement of impediments for rights-of-way development, and engineering and design fees associated with rights-of-way planning and development.

The following transportation items need to be addressed.

1. Military Trail at Clint Moore – addition of second Right Turn Lane: The intersection of Military Trail and Clint Moore Road currently has capacity problems that will substantially worsen with the addition of traffic from Office Depot. This intersection improvement will help mitigate the traffic impacts from Office Depot.
2. Military Trail North Entrance – construct Right Turn Lane.

2200 Old Germantown Road  
Delray Beach, FL 33445  
Phone 561-438-4800

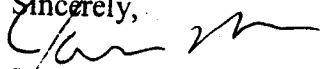
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4. Military Trail South Entrance – construct Right Turn Lane.
5. Clint Moore Road Entrance – construct Channelized Median.
6. Military Trail South Entrance - Close Median: This is a permanent improvement that will close off existing medians at two entrances to create safe turns into flowing traffic for general traffic safety. It will also correct an alignment problem at the south entrance. The Clint Moore Road modification is a permanent modification.
7. Clint Moore Entrance - Right Turn Lane: These right turn lane improvements are intended to provide safe access into the Office Depot site.
8. Clint Moore at Jog - CCTV Camera.
9. Clint Moore Fiber Optic Cable: The City of Boca Raton is implementing a citywide Intelligent Transportation System (ITS). ITS allows the City to better manage traffic congestion through intelligent use of the existing transportation infrastructure. Components for ITS include communication with intersection traffic signals, cameras to monitor current traffic conditions and variable message signs to communicate traffic conditions to drivers. The fiber optic cable is needed to communicate with these devices. The CCTV camera and fiber optic cable are logical extensions of the ITS system in proximity of the Office Depot site. They will allow the City to better manage traffic, including Office Depot traffic, in the area.
10. Utility Relocation: There is an existing Florida Power and Light utility line on the east side of Military Trail that impedes construction of turn lanes. The right turn lanes, detailed as in Improvements #1, #2, #3, and #4 will require relocation of the utility line.
11. Traffic Signal at Entrance: A traffic signal will be needed and warranted at the center driveway on Military Trail to provide safe access into and out of the Office depot site. Design, engineering, and procurement, and installation of the signal will take one year, making an expeditious start a priority.

The aforementioned needs are detailed in the EDTF application. The list above is our best projection at this time working in collaboration with the county and city. Upon final engineering and design, a request for modifications may result.

The EDTF would correct impediments, alleviate infrastructure costs, and assist in the project's feasibility. Office Depot, Inc. is carefully reviewing operational efficiencies and incentives before determining whether to relocate/expand in Boca Raton, Florida.

We appreciate your approval consideration of our Road Fund application and look forward to a potential opportunity to grow our US/Global headquarters in Florida.

Sincerely,



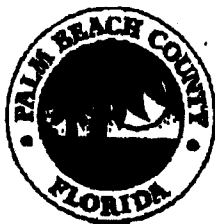
James H. Grady

Senior Vice President, Finance

**Office  
DEPOT**

---

2200 Old Germantown Road Delray Beach, FL. 33445



**TONY MASILOTTI**  
Chairman

County Commissioner  
District VI

Palm Beach County  
Board of County Commissioners  
Governmental Center, 12th Floor  
West Palm Beach, FL 33401  
Telephone: (561) 355-6300  
Facsimile: (561) 355-4366

Mid-Western Service Center  
300 Civic Center Way, Suite 100  
Royal Palm Beach, FL 33411  
Telephone: (561) 784-1200  
Facsimile: (561) 784-1205

Glades Office Complex  
2976 State Road #15  
Belle Glade, FL 33430

[www.pbcgov.com](http://www.pbcgov.com)

"An Equal Opportunity  
Affirmative Action Employer"

printed on recycled paper

October 12, 2006

Ms. Brenda Workman  
Enterprise Florida, Inc.  
The Atrium Building, Suite 201  
325 Knox Road  
Tallahassee, FL 32303

RE: Request for Assistance: Florida Economic Development  
Transportation Fund (Road Fund) for Office Depot Inc. Retention/  
Expansion Project

Dear Ms. Workman:

We write to solicit your support for the Economic Development Road Fund (EDTF) to assist with a valuable project for our community. In an attempt to retain and secure the expansion of a major employer, Office Depot, Inc. ("Office Depot" or "The Company"), Palm Beach County requests assistance under the EDTF to defray some of the costs associated with the infrastructure and transportation impediments for a potential new headquarters facility in the county.

As you are aware, Office Depot is a Florida-based business and a major retailer and wholesaler of office supplies. The Company is currently housed in an outdated headquarters facility and simply cannot meet its domestic and international growth requirements at the current location. There is a need for a larger facility to better incorporate business units, allow for more employment growth, relocate a Latin American headquarters unit, and space to install modern international communications equipment to better monitor overseas holdings and operations. This cannot be done at its present location.

As a result, the Company is considering several new sites, including one in Boca Raton, Florida, for its US/Global headquarters and its Latin American headquarters. The result of choosing the Boca Raton site for the headquarters expansion would result in a capital investment of \$210,000,000, 1600 (approx.) retained headquarters jobs at an average wage level of \$77,269 and 580 new jobs with an average wage of \$76,729. This is clearly a high-impact project to the county.



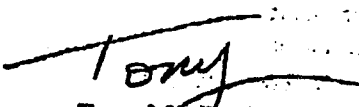
Enterprise Florida - p 2

The EDTF is also needed to assist Palm Beach County with the rising costs associated with transportation and construction improvements. With construction costs and materials increasing by 20% - 30%+ over the last two years, incentives, such as the EDTF are necessary to bridge this gap to make this project feasible. The projected site plans will require large public investments in traffic control, road expansion and improvements, and public infrastructure development necessary to support the 1600+ commuters per day in an area not currently developed for this increased capacity.

We respectfully request EDTF assistance to help with securing this expansion project as well as provide funds to prepare and manage the transportation impact a project of this magnitude requires.

We greatly appreciate your time and attention to our request.  
Thank you for the support of Palm Beach County.

Sincerely,

  
Tony Masilotti  
Chairman  
Board of County Commissioners  
District VI

CC: Palm Beach County Board of County Commissioners  
Marty Wilson, Incentives Manager, Enterprise Florida

## **EXHIBIT B**

### **SPECIAL AUDIT REQUIREMENTS**

The administration of funds awarded by the Office of Tourism, Trade, and Economic Development (OTTED) to the County may be subject to audits and/or monitoring by OTTED, as described in this section.

#### **MONITORING**

By entering into this agreement, the County agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by OTTED. In the event OTTED determines that a limited scope audit of the recipient is appropriate, the County agrees to comply with any additional instructions provided by OTTED to the County regarding such audit. The County further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer, Auditor General, or Chief Inspector General. The County shall permit access to its records and independent auditor's working papers as necessary to comply with the requirements of this Agreement.

#### **AUDITS**

1. In the event that the County expends a total amount of State awards (i.e., State financial assistance provided to the recipient to carry out a State project) equal to or in excess of \$500,000 in any fiscal year of the County, the County must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes (the Single Audit Act); applicable rules of the Executive Office of the Governor and the Chief Financial Officer, and Chapter 69I-5, Rules of the Department of Financial Services. In determining the State financial assistance expended in its fiscal year, the County shall consider all sources of State awards, including State funds received from OTTED, except that State financial assistance received by a non-state entity for Federal program matching requirements shall be excluded from consideration.
2. In connection with the audit requirements, the County shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a reporting package as defined by Section 215.97(8)(g), Florida Statutes, and Chapter 69I-5, Rules of the Department of Financial Services.
3. If the County expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of the Single Audit Act is not required. In the event that the County expends less than \$500,000 in State financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of the Single Audit Act, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from County funds obtained from other than State entities).

**Exhibit B**  
**Single Audit Requirements**  
**Page Two**

3. The County must include the record keeping requirements found herein in sub-recipient contracts and subcontracts entered into by the County for work required under terms of this Agreement. In the executed subcontract, the County shall provide each sub-recipient of state financial assistance the information needed by the sub-recipient to comply with the requirements of the Single Audit Act. Pursuant to Section 215.97(7), Florida Statutes, the County shall review and monitor sub-recipient audit reports and perform other procedures as specified in the agreement with the sub-recipient, which may include onsite visits. The County shall require sub-recipients, as a condition of receiving state financial assistance, to permit the independent auditor of the recipient, the state awarding agency, the Chief Financial Officer, the Chief Inspector General, and the Auditor General access to the sub-recipient's records and independent auditor's working papers as necessary to comply with the requirements of the Single Audit Act.
4. For information regarding the Florida Single Audit Act, including the Florida Catalog of State Financial Assistance (CFSA), the County should access the website for the Department of Financial Services located at <https://apps.fldfs.com/fsaa/> for assistance. In addition to the above website, the following websites may be accessed for additional information: The Florida Legislature's website <http://www.leg.state.fl.us/> and the Florida Auditor General's website <http://www.state.fl.us/audgen/>.
5. The CFSA number for this project is: 31.002.

**REPORT SUBMISSION**

Copies of audit reports conducted in accordance with the audit requirements contained herein shall be submitted to the parties set out below. The annual financial audit report shall include all management letters and the County's response to all findings, including corrective actions to be taken. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

**Exhibit B**  
**Single Audit Requirements**  
**Page Three**

The complete financial audit report, including all items specified above, shall be sent directly to:

Ms. Margo Sinclair  
Sharpton, Brunson and Company, P.A.  
215 South Monroe Street, Suite 600A  
Tallahassee, Florida 32301

**And**

State of Florida Auditor General  
Attn: Ted J. Sauerbeck  
Room 574, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32302-1450

**RECORD RETENTION**

The County shall retain all grant records and shall ensure the retention of its independent auditor's working papers for a period of five (5) years from the date of submission of the final project report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the five (5) years period, whichever is later.



**SHARPTON, BRUNSON & COMPANY, P.A.**

Certified Public Accountants & Business Consultants

**DATE:** September 18, 2008

**TO:** Wynnelle Wilson via Vera Greenwood

**FROM:** *B. Snell*  
Barbara Snell via Margo Thomas *NT*

**SUBJECT:** EDTF Request for Modification from Palm Beach County  
Project ID: 06-00258 (06/0750A)  
On Behalf of: Office Depot, Inc.

On August 7, 2008, and on October 16, 2007, a request to modify the County's EDTF Agreement was received. The County would like to change its transportation construction commencement date from July 24, 2007, to January 21, 2008 (Oct request) to July 21, 2008; the transportation construction completion date from January 21, 2008, to August 28, 2008 (October request) to February 27, 2009; the EDTF Agreement termination date from January 19, 2009, to August 28, 2009 (October request) to February 26, 2010. Additionally, this second modification requests changes to the project description:

**FROM:**

Construct a second right turn lane from Clint Moore Road onto Military Trail; construct right turn lanes on Military Trail at the North, Center, and South entrances to the EDTF Business site; construct a channelized median on Clint Moore Road for rear entrance to the EDTF Business site; close the existing median just South of the Southernmost entrance to EDTF Business site; install Intelligent Transportation System (including CCTV cameras and cable) at Clint Moore Road and Jog Road; remove utility poles that impede roadway construction; and, install a traffic signal at the Center EDTF Business site entrance along Military Trail.

**TO:**

Construct a second right turn lane and extend the existing right turn lane from Military Trail (North) onto Clint Moore Road (East); construct new right turn lanes on Military Trail at the North, Center and South entrances to the EDTF Business site; construct a channelized median on Clint Moore Road for rear entrance to the EDTF Business site; close the existing median on Military Trail (South) just South of the Southernmost entrance to the site; construct new right turn lane on Clint Moore Road for rear entrance to site; extend the existing double left turn lane from Clint Moore (West) onto Military Trail (South); install Intelligent Traffic System (including installation of CCTV camera(s) fiber optic cables, and other elements) along Military Trail from Clint Moore Road to Yamato Road; install new traffic signal at the center entrance along Military Trail; rework existing central median in area of new signalized entrance on Military Trail; ~~relocate~~ *Remove* existing utility poles and other infrastructure elements that impede roadway construction.

*EDTF funds cannot be used to "relocate" only utility poles just Remove - HAW.*

*Per WD, items related to installation of the ITS.*

*VAD  
12/10/08*

*VAD  
12/19/08*

**Memorandum**  
**EDTF Modification Request**  
**Palm Beach County**  
**Page Two**

The delay in road construction is due to the Flagler Real Estate Development Corporation's plans to convert the overhead lines for power, telecommunications, cable TV and traffic control to under ground lines. This process should be complete by the end of 2007. The road construction work cannot commence until this work is complete. The first modification request only extended this date out to January 1, 2008, the road construction commenced on May 9, 2008. This is five months later than anticipated. The other delays were due to extensive impediment removals, and County permit issuance related to the right-of-way dedication.

Please Note:

The Company began vertical construction on February 1, 2007, and

- ☒ This Project is in good standing (Quarterly Reports up to date/no known problems).
- ☐ This Project is missing one or more of its Quarterly Reports (reminder sent).
- ☐ This Project has the following issues:

SBC Recommendation:       X   Approve Change            Don't Approve

Send Modification/Reinstatement To: Dan Weisberg

OTTED Recommendation:

[Highlight and type recommendation]

Approved:

Chief Analyst, Policy & Incentives -- for: Wynnelle Wilson

Date: 12/10/08

## **EXHIBIT 2**

## **EXHIBIT 2**

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## **Exhibit 2**

### **Single Audit Requirements**

#### **Page Two**

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6. The CSFA number for this project is: 31.002.

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**And**

State of Florida Auditor General  
Attn: Marilyn Rosetti  
Room 574, Claude Pepper Building  
111 West Madison Street  
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