



**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

<b>Meeting Date:</b> April 1, 2014	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Workshop	<input type="checkbox"/> Regular <input type="checkbox"/> Public Hearing
<b>Department:</b>		
<b>Submitted By:</b> Engineering & Public Works		
<b>Submitted For:</b> Roadway Production Division		

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends a motion to:

- A) Adopt a resolution to approve the County Incentive Grant Program (CIGP) locally funded agreement with the State of Florida Department of Transportation (FDOT) to receive funding in the amount of \$540,476.50 for the construction of the Donald Ross Road at I-95 interchange improvements (Project) and to transfer this funding back to FDOT for them to construct the Project;
- B) Approve the Memorandum of Agreement for the CIGP agreement which outlines the financial requirements for the CIGP agreement; and
- C) Approve a \$540,476.50 payment to FDOT for Palm Beach County's (County) share of the 50/50 matching funds for the Project.

**SUMMARY:** Approval of this CIGP agreement will allow the County to receive a grant of up to \$540,476.50 (50/50 matching funds) for the Project whose current estimated construction cost is \$1,080,953. However, this Project will be constructed by FDOT as part of their I-95 improvements in the area. The County will contribute the grant amount plus the matching local funds for the construction of the Project to FDOT. The Project will add a third left turn lane to the I-95 southbound off ramp, add a third right turn lane to the I-95 northbound off ramp, add an additional lane to the I-95 southbound on ramp, widen Donald Ross Road under I-95 to provide a third left turn lane to southbound I-95 and add a third eastbound through lane.

District 1 (MRE)

**Background and Justification:** The County originally applied for CIGP funding to construct the Project. However, FDOT decided to construct the project themselves as part of their I-95 improvements in the area. The CIGP is intended to provide grants to counties to improve transportation facilities on the State Highway System (SHS) or relieve traffic on the SHS. This CIGP agreement with FDOT will grant the County \$540,476.50 in construction funding for the construction of the Project, which will relieve traffic congestion at the interchange of Donald Ross Road and I-95. The County and FDOT have agreed to share the cost of the Project. Since FDOT has decided to construct the Project, the County will give FDOT the grant amount plus the matching local funds for the construction of the Project for a total contribution of \$1,080,953. If the actual cost of the Project upon completion is less than the County's contribution, the difference will be reimbursed to the County. If the actual cost of the Project upon completion is greater than the County's contribution, the difference will be paid by FDOT. However, if this greater cost is as a result of modifications to the scope of work based on a request made by the County, the costs shall be the responsibility of the County.

**Attachments:**

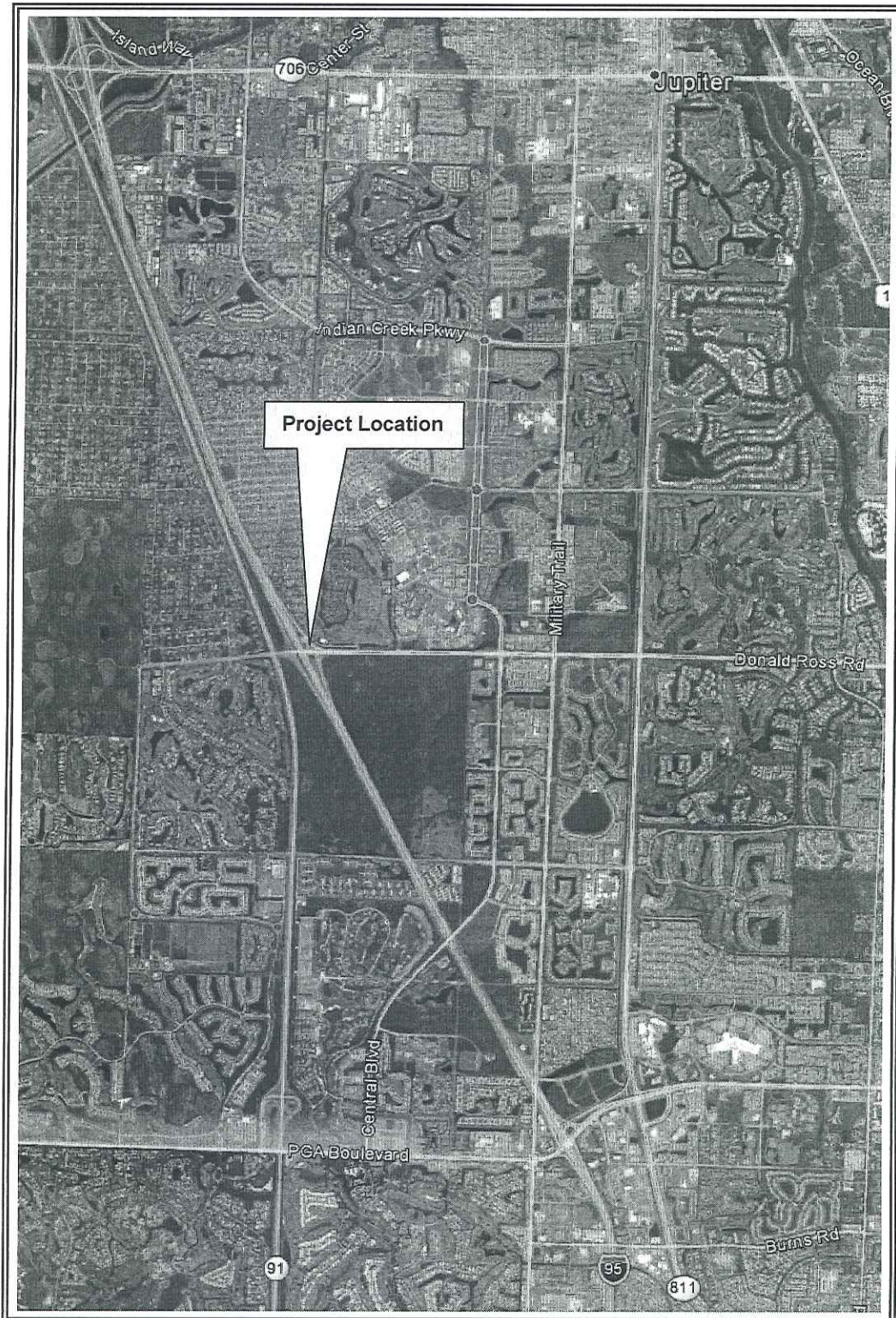
- 1. Location Sketch
- 2. Resolution (7 originals)
- 3. CIGP Agreement with Exhibit 'A' (7 originals)
- 4. Memorandum of Agreement (7 originals)

<b>Recommended by:</b> _____	<b>Date</b>
<b>Division Director</b>	
<b>Approved By:</b>	4/1/14
<b>County Engineer</b>	<b>Date</b>





**PROJECT LOCATION  
DONALD ROSS ROAD AT I-95  
PALM BEACH COUNTY PROJECT #2010502**



LOCATION MAP

**RESOLUTION NO. R-2014-**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA; AUTHORIZING THE MAYOR TO EXECUTE THE COUNTY INCENTIVE GRANT PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION CONCERNING THE DONALD ROSS ROAD AT I-95 INTERCHANGE IMPROVEMENT PROJECT.**

**WHEREAS**, the Florida Department of Transportation (FDOT) has awarded a County Incentive Grant Program (CIGP) Grant to help finance the interchange improvements at Donald Ross Road and I-95; and

**WHEREAS**, the FDOT has requested that Palm Beach County (County) enter into a CIGP Agreement (Agreement) outlining the responsibilities of each party with respect to the CIGP grant for the interchange improvements at Donald Ross Road and I-95 project; and

**WHEREAS**, through this Agreement, the FDOT will grant funding for construction; and

**WHEREAS**, FDOT will use the grant funding along with the local match to construct the project; and

**WHEREAS**, the Board of County Commissioners has determined execution of the Agreement to be in the best interest of the citizens and residents of the County.

(Intentionally Left Blank)

NOW, THEREFORE be it resolved by the Board of County Commissioners of Palm Beach County, Florida, that the Mayor is hereby authorized to execute the Agreement.

1. The recitations set forth herein above are true, accurate and correct and are incorporated herein.
2. This Resolution will take effect upon its adoption.

The foregoing resolution was offered by Commissioner \_\_\_\_\_ who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Commissioner Priscilla A. Taylor, Mayor	-
Commissioner Paulette Burdick, Vice Mayor	-
Commissioner Hal R. Valeche	-
Commissioner Shelley Vana	-
Commissioner Steven L. Abrams	-
Commissioner Mary Lou Berger	-
Commissioner Jess R. Santamaria	-

The Mayor thereupon declared the Resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA BY  
ITS BOARD OF COUNTY  
COMMISSIONERS

SHARON BOCK, CLERK AND  
COMPTROLLER

By: \_\_\_\_\_

By: \_\_\_\_\_

Assistant County Attorney

Deputy Clerk

Financial Project No.: 429785-1-52-01/02  
COUNTY: PALM BEACH COUNTY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

**COUNTY INCENTIVE GRANT PROGRAM  
LOCALLY FUNDED AGREEMENT**

THIS County Incentive Grant Program Agreement ("Agreement"), entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT," and PALM BEACH COUNTY, hereinafter referred to as the "COUNTY."

WITNESSETH

WHEREAS, the DEPARTMENT has the authority, under F.S. §334.044, to enter into this Agreement; and

WHEREAS, the County Incentive Grant Program has been created by Fla. Stat. §339.2817 to provide grants to counties to improve a transportation facility which is located on the State Highway System or which relieves traffic congestion on the State Highway System; and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of F.S. §339.2817; and

WHEREAS, the COUNTY is willing to provide the DEPARTMENT with financial assistance in connection with the DEPARTMENT's Interchange Improvement work and Construction Engineering Inspection (CEI) services at I-95 and Donald Ross Road (Financial Management (FM) Number 429785-1-52-01, Funded in Fiscal Year 2013/2014); and

WHEREAS, the COUNTY and DEPARTMENT have agreed that the DEPARTMENT will perform the following additional work: Widening and Resurfacing (Construction), drainage modifications, signing and markings, and signalization at the SR-9/I-95 @ Donald Ross Rd interchange, as set forth in **Exhibit A**, attached hereto and made a part hereof and hereinafter referred to as the "Project" (Financial Management (FM) Number 429785-1-52-02, Funded in Fiscal Year 2013/2014); and

Whereas, the COUNTY by Resolution No. \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, a copy of which is attached hereto and made a part hereof, has authorized the Mayor of its Board of Commissioners or designee to enter into this Agreement.

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

- 1. The recitals set forth above are true and correct and are deemed incorporated herein.

**2. SERVICES AND PERFORMANCE**

- A) The Project consists of Construction and CEI services of interchange improvements at I-95 and Donald Ross.
- B) The DEPARTMENT agrees to undertake the Project in accordance with all applicable federal, state and local statutes, rules and regulations, and standards.
- C) The COUNTY agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the DEPARTMENT at no extra cost.
- D) The DEPARTMENT shall have the sole responsibility for resolving claims and requests for additional work for the Project. The DEPARTMENT will make reasonable efforts to obtain the COUNTY input in its decisions.
- E) The COUNTY will be entitled at all times to be advised, at its request, as to the status of work being done by the DEPARTMENT and the details thereof. Either party to the Agreement may request and be granted a conference.
- F) All tracings, plans, specifications, maps, and/or reports prepared or obtained under this Agreement shall become the property of the DEPARTMENT without restriction or limitation on their use.
- G) All notices under this Agreement shall be directed to the following addresses:

<b>TO DEPARTMENT:</b>	<b>TO COUNTY:</b>
Florida Department of Transportation	Palm Beach County
3400 West Commercial Blvd.	Highway Construction & Engineering Division
Fort Lauderdale, FL 33309-3421	2300 N. Jog Road
Attn: Yanique Hopkins	West Palm Beach, FL 33411-2745
With a copy to: General Counsel	Attn: Holly Knight
With a copy second copy to: Julio Delgado	With a copy to: County Attorney

**3. TERM**

- A) Except as otherwise set forth herein, the term of this Agreement commences upon its execution by both parties and shall continue in effect and be binding to both the COUNTY and the DEPARTMENT until the Project is completed as evidenced by the written acceptance of the DEPARTMENT or June 30, 2017, whichever occurs first.
- B) This Agreement shall not be renewed. Any time extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions as set forth in this Agreement and contingent upon the DEPARTMENT'S Director of Transportation Development or Designee's approval.



**4. COMPENSATION AND PAYMENT**

- A) The COUNTY and the DEPARTMENT agree to share the cost of this Project FM# 429785-1-52-02. The COUNTY agrees to provide one-half (1/2) of the cost for Project expenditures and the Department agrees to provide the other one-half (1/2) pursuant to F.S. §339.2817
- B) The estimated total cost of the Project and the DEPARTMENT's construction and CEI services of Interchange Improvements at SR9/I-95 and Donald Ross Road as set forth in the DEPARTMENT's adopted work program is TWO MILLION EIGHT HUNDRED FORTY FOUR THOUSAND NINE HUNDRED TWENTY TWO DOLLARS AND NO CENTS (\$2,844,922.00). Of that sum, the COUNTY's estimated cost for the Project is FIVE HUNDRED FORTY THOUSAND FOUR HUNDRED SEVENTY SIX DOLLARS AND FIFTY CENTS (\$540,476.50), which sum shall be paid to the DEPARTMENT.
- C) In the event the final accepted/awarded/bid amount for the Project, increases or exceeds the COUNTY's payment for the Project, then one half of any additional cost shall be the sole responsibility of the COUNTY. In the event this increased sum is not paid by the COUNTY within six (6) weeks from notification by the DEPARTMENT, then the Project will not be constructed and this Agreement will be terminated.
- D) However and notwithstanding the foregoing, in the event Project scope modifications occur that increases or exceeds the COUNTY's payment for the Project, then any additional cost shall be the sole responsibility of the COUNTY. Any funding increase as a result of modifications to the Project shall be added by means of an amendment to the Agreement to be signed by both parties before work is undertaken. However, in the event the COUNTY and the DEPARTMENT fail to negotiate an amendment for any reason whatsoever, the Project shall not include such modifications.
- E) In the event the actual cost of the Project upon construction completion results in a decrease in COUNTY's cost, the difference will be refunded to the COUNTY. In the event the actual cost of the Project upon construction completion, without modifications, results in a sum greater than that paid by the COUNTY, then any additional cost shall be the sole responsibility of the DEPARTMENT.
- F) The COUNTY agrees that it will, within thirty (30) days of execution of this Agreement, furnish the DEPARTMENT with a check in the amount of FIVE HUNDRED FORTY THOUSAND FOUR HUNDRED SEVENTY SIX DOLLARS AND FIFTY CENTS (\$540,476.50) towards the Project Costs.



In the event payment is not received by the Department within thirty (30) days of execution of this Agreement, the execution of this Agreement may be delayed and/or terminated and the Project not constructed.

Remittance shall be made payable to the Department of Financial Services, Revenue Processing. Payment shall be clearly marked to indicate that it is to be applied to FM Project No.: 429785-1-52-02. The DEPARTMENT shall utilize this amount towards costs of project 429785-1-52-02.

- G) The DEPARTMENT'S obligation to pay any sum pursuant to this Agreement is contingent upon an annual appropriation by the Florida Legislature.
- H) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred and sixty days (360) of final payment to the Contractor. The DEPARTMENT considers the Project complete when the final payment has been made to the Contractor, not when the construction is complete. All Project cost records and accounts shall be subject to audit by a representative of the COUNTY for a period of three (3) years after final close out of the Project. The COUNTY will be notified of the final cost. Both parties agree that in the event the final accounting of total Project costs pursuant to the terms of this Agreement is less than the total deposits to date, the excess of funds will be refunded to the COUNTY. If the final accounting is not performed within three hundred sixty (360) days, the COUNTY is not relieved from its obligation to pay.
- I) The payment of funds under this Agreement will be sent directly to the Department of Financial Services, Division of Treasury for deposit as provided in the attached Memorandum of Agreement (MOA) between the COUNTY, the DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury, a copy of which is attached hereto as **Exhibit B**.
- J) Should the DEPARTMENT and the COUNTY decide to proceed with subsequent phases of the Project, the AGREEMENT may be amended to identify the respective responsibilities and the financial arrangements between the parties, and/or a new Agreement will be procured and executed.

## 5. INDEMNITY AND INSURANCE

### A. INDEMNITY

- i) With respect to any of the COUNTY's agents, consultants, subconsultants, contractors, and/or sub-contractors, such party in any contract for this Project shall agree to indemnify, save, and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any

intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, subconsultants, contractors and/or subcontractors. The COUNTY shall provide to the DEPARTMENT written evidence of the foregoing upon the request of the DEPARTMENT. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence.

- ii) When either party receives notice of claim for damages that may have been caused by the other party in the performance of services required under this Agreement, that party will immediately forward the claim to the other party. Each party will evaluate the claim, and report its findings to each other within fourteen (14) working days and jointly discuss options in defending the claim. A party's failure to promptly notify the other of a claim will not act as a waiver or any right herein.

## 6. MISCELLANEOUS

- A) This AGREEMENT and any interest herein shall not be assigned, transferred or otherwise encumbered by the COUNTY under any circumstances without the prior written consent of the DEPARTMENT. However, this AGREEMENT shall run to the DEPARTMENT and its successors.
- B) The DEPARTMENT will comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- C) The COUNTY / Vendor/ Contractor:
  - (1) 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 COUNTY/ Vendor/Contractor during the term of the contract; and
  - (2) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- D) No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.
- E) This AGREEMENT is governed by and construed in accordance with the laws of the State of Florida. Venue with respect to judicial proceedings arising out of this Agreement shall be in Broward County, Florida.
- F) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and 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. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

\*\*\*\*\*

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed in its behalf this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the Chairman of the Board of Commissioners, authorized to enter into and execute same by Resolution Number \_\_\_\_\_ of the Board on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and the DEPARTMENT has executed this Agreement through its District Director of Transportation Development for District \_\_\_\_\_, Florida Department of Transportation, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**PALM BEACH COUNTY, FLORIDA**

PALM BEACH COUNTY, A POLITICAL  
SUBDIVISION OF THE STATE OF FLORIDA  
BOARD OF COUNTY COMMISSIONERS

ATTEST:  
SHARON R. BOCK

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE:     MAYOR      
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
CLERK & COMPTROLLER (SEAL)  
CIRCUIT COURT

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS:

BY: \_\_\_\_\_  
COUNTY ATTORNEY

BY: *RBV*     Omelia A Fernandez

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST: \_\_\_\_\_ (SEAL)  
EXECUTIVE SECRETARY

BY: \_\_\_\_\_  
GERRY O'REILLY, P.E  
DIRECTOR OF TRANSPORTATION  
DEVELOPMENT

NAME: \_\_\_\_\_

DISTRICT \_\_\_\_\_

LEGAL REVIEW:

\_\_\_\_\_  
OFFICE OF THE GENERAL COUNSEL



**EXHIBIT "A"**  
**SCOPE OF WORK**  
**FM# 429785-1-52-02**

The scope of services for the Project includes but is not limited to the following:

- 1) Addition of a left turn lane on the I-95 southbound off ramp to eastbound Donald Ross Road.
- 2) Addition of a right turn lane on the I-95 northbound off ramp to eastbound Donald Ross Road.
- 3) Addition of a receiving lane on the I-95 southbound on ramp from westbound Donald Ross Road.
- 4) Widening of Donald Ross Road under I-95 to accommodate an additional eastbound thru lane. An additional westbound left turn lane to the I-95 southbound on ramp will be accommodated.
- 5) Drainage modifications
- 6) Upgrade signalization at the I-95/Donald Ross Interchange.
- 7) Replace conflicting signs and pavement markings.

**Exhibit "B"**  
**MEMORANDUM OF AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_, by and between the State of Florida, Department of Transportation, hereinafter referred to as "DEPARTMENT", the State of Florida, Department of Financial Services, Division of Treasury hereinafter referred to as "TREASURY", and Palm Beach County, hereinafter referred to as the "COUNTY".

WITNESSETH

WHEREAS, DEPARTMENT is currently constructing the following project:

Main Financial Project Number: 429785-1-5202  
County: PALM BEACH COUNTY

hereinafter referred to as the "Project".

WHEREAS, the DEPARTMENT and the COUNTY entered into a County Incentive Grant Program (CIGP) Locally Funded Agreement (LFA) dated \_\_\_\_\_, 20\_\_\_\_, wherein DEPARTMENT agreed to perform certain work on behalf of the COUNTY in conjunction with the Project.

WHEREAS, the parties to this AGREEMENT mutually agreed that it would be in the best interest of the DEPARTMENT and the COUNTY to establish an interest bearing escrow account to provide funds for the work performed on the Project on behalf of the COUNTY by the DEPARTMENT.

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

1. The DEPARTMENT and the COUNTY agree that the recitals set forth above are true and correct and deemed incorporated herein.
2. An initial deposit in the amount of FIVE HUNDRED FORTY THOUSAND FOUR HUNDRED SEVENTY SIX DOLLARS AND FIFTY CENTS (\$540,476.50) will be made by the COUNTY into an interest bearing escrow account established by the DEPARTMENT for the purposes of the Project. Said escrow account will be opened with the TREASURY, on behalf of the DEPARTMENT upon receipt of this Memorandum of Agreement. Such account will be an asset of the DEPARTMENT.

3. Other deposits may be made by the COUNTY as necessary to cover the cost increases or the cost of additional work prior to the execution of any Supplemental Agreements or Amendments.
4. Payment will be made as follows (check appropriate payment method):

- Wire transfer
- ACH deposit
- Check

A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible. Following is the wiring and ACH deposit instructions:

For wire transfers: Bank of America

Account # 001009068974  
ABA # 026009593  
Chief Financial Officer of Florida  
Re: DOT - K 11-78, Financial Project # 429785-1-52-02

For ACH deposits: Bank of America

Account # 001009068974  
ABA # 063100277  
Chief Financial Officer of Florida  
Re: DOT - K 11-78, Financial Project # 429785-1-52-02

If a check is the method of payment, the check shall be made payable to the Department of Financial Services, Revenue Processing and mailed to FDOT, OOC-GAO for appropriate processing at the following address:

Florida Department of Transportation  
OOO-GAO, LFA Section  
605 Suwannee Street, MS 42B  
Tallahassee, Florida 32399

5. The DEPARTMENT's Comptroller or designee shall be the sole signatories on the escrow account with the TREASURY and shall have sole authority to authorize withdrawals from said account.
6. Unless instructed otherwise by the DEPARTMENT, all interest accumulated in the escrow account shall remain in the account for the purposes of funding the Project as defined in the LFA.

7. The TREASURY agrees to provide written confirmation of receipt of funds to the DEPARTMENT.
8. The TREASURY further agrees to provide periodic reports to the DEPARTMENT.

\_\_\_\_\_  
STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
COMPTROLLER

\_\_\_\_\_  
STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF TREASURY

PALM BEACH COUNTY

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

NAME: \_\_\_\_\_

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

2300 N. JOG ROAD  
WEST PALM BEACH, FL 33411-2745  
ADDRESS

F-596-000-785  
FEDERAL EMPLOYER I.D. NUMBER

THIS IS AN EXHIBIT ONLY... NOT FOR EXECUTION!



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WITNESSETH

WHEREAS, DEPARTMENT is currently constructing the following project:

Main Financial Project Number: 429785-1-52-02  
County: PALM BEACH COUNTY

hereinafter referred to as the "Project".

WHEREAS, the DEPARTMENT and the COUNTY entered into a County Incentive Grant Program (CIGP) Locally Funded Agreement (LFA) dated \_\_\_\_\_, 20\_\_\_\_, wherein DEPARTMENT agreed to perform certain work on behalf of the COUNTY in conjunction with the Project.

WHEREAS, the parties to this AGREEMENT mutually agreed that it would be in the best interest of the DEPARTMENT and the COUNTY to establish an interest bearing escrow account to provide funds for the work performed on the Project on behalf of the COUNTY by the DEPARTMENT.

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Account # 001009068974

ABA # 026009593

Chief Financial Officer of Florida

Re: DOT – K 11-78, Financial Project # 429785-1-52-02

For ACH deposits: Bank of America

Account # 001009068974

ABA # 063100277

Chief Financial Officer of Florida

Re: DOT – K 11-78, Financial Project # 429785-1-52-02

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Florida Department of Transportation  
OOC-GAO, LFA Section  
605 Suwannee Street, MS 42B  
Tallahassee, Florida 32399

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8. The TREASURY further agrees to provide periodic reports to the DEPARTMENT.

\_\_\_\_\_  
 STATE OF FLORIDA  
 DEPARTMENT OF TRANSPORTATION  
 COMPTROLLER

\_\_\_\_\_  
 STATE OF FLORIDA  
 DEPARTMENT OF FINANCIAL SERVICES  
 DIVISION OF TREASURY

PALM BEACH COUNTY, Florida, A  
 Political Subdivision of the State of Florida  
 BOARD OF COUNTY COMMISSIONERS

PALM BEACH COUNTY

ATTEST:  
 SHARON R. BOCK

BY: \_\_\_\_\_  
 NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

\_\_\_\_\_  
 CLERK & COMPTROLLER (SEAL)  
 CIRCUIT COURT

2300 N. JOG ROAD  
 WEST PALM BEACH, FL 33411-2745  
 ADDRESS

F-596-000-785  
 FEDERAL EMPLOYER I.D. NUMBER

APPROVED AS TO FORM

BY: \_\_\_\_\_  
 COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS:

BY: *Domingo A. Fernandez*