

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

Meeting Date: June 3, 2014

{X} Consent
{ } Workshop

{ } Regular
{ } Public Hearing

Department:

Submitted By: Engineering & Public Works

Submitted For: Roadway Production Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) Adopt a resolution to approve the County Incentive Grant Program (CIGP) agreement with the State of Florida Department of Transportation (FDOT) for the acquisition of right-of-way (R/W) for turn lane improvements at the intersection of Military Trail and Northlake Boulevard;
- B) Approve the Memorandum of Agreement for the CIGP agreement which outlines the financial requirements for the CIGP agreement;
- C) Approve a budget transfer of \$190,000 from Impact Fee Zone 1 Reserves and appropriate it to the Military Trail and Northlake Boulevard Intersection Improvement Project to increase the existing line item to \$290,000 and to fully fund Palm Beach County's (County) 50% share of the R/W acquisition cost; and
- D) Approve a \$288,933 payment to FDOT for the County's 50% share of the R/W acquisition cost.

SUMMARY: Approval of this CIGP agreement will allow the County to receive a grant of up to \$288,933 (50/50 matching funds) for R/W acquisition for turn lane improvements at the intersection of Military Trail and Northlake Boulevard. The current estimated total cost of the R/W acquisition is \$577,866. However, since FDOT has decided to acquire the R/W for the turn lane improvements, the County will not actually collect the \$288,933 grant amount from FDOT. The grant amount will be kept by FDOT and added to the matching funds from the County to fully fund the R/W acquisition. The County will be responsible for all costs above the estimated total cost of the R/W acquisition.

District 1 (MRE)

Background and Justification: 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 \$288,933 in funding for the R/W acquisition for turn lane improvements at the intersection of Military Trail and Northlake Boulevard, which will relieve traffic congestion at the intersection. Since FDOT has decided to acquire the R/W, the County will give FDOT the grant amount plus the County matching funds for the R/W acquisition for a total contribution of \$577,866.

Attachments:

- 1. Location Sketch
- 2. Resolution (6 originals)
- 3. CIGP Agreement with Exhibit "A" and "B" (6 originals)
- 4. Memorandum of Agreement (6 originals)
- 5. Budget Transfer

Recommended by: 1511 2/21/14

Ornela A Fernandez
Division Director

4/17/14
Date

Approved By: S. J. Walsh

County Engineer

5/9/14
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2014 | 2015 | 2016 | 2017 | 2018 |
|---|-------------------------|-------------------|-------------------|-------------------|-------------------|
| Capital Expenditures | <u>\$288,933</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| Operating Costs | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| Grant Revenues | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| Program Income (County) | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| In-Kind Match (County) | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| NET FISCAL IMPACT | <u>\$288,933</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| # ADDITIONAL FTE POSITIONS (Cumulative) | _____ | _____ | _____ | _____ | _____ |

Is Item Included in Current Budget? Yes X No

Budget Account No:

Fund 3501 Dept 361 Unit 1348 Object 6120

Recommended Sources of Funds/Summary of Fiscal Impact:

Road Impact Fees - Zone 1
Northlake Blvd and Military Trail Intersection Improvements

CIGP Agreement 50% Match Funding
Right of Way Turn Lane \$288,933.00

A budget amendment is not necessary as FDOT will retain funding from the CIGP agreement, apply it to the project and complete all right of way acquisitions.

C. Departmental Fiscal Review: *Alicia Kovalainen*

III. REVIEW COMMENTS

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

[Signature] 5/15/2014
OFMB AK 5/15/14
5/14/14

[Signature] 5/22/14
Contract Dev. and Control
5-22-14 *[Signature]*

B. Approved as to Form and Legal Sufficiency:

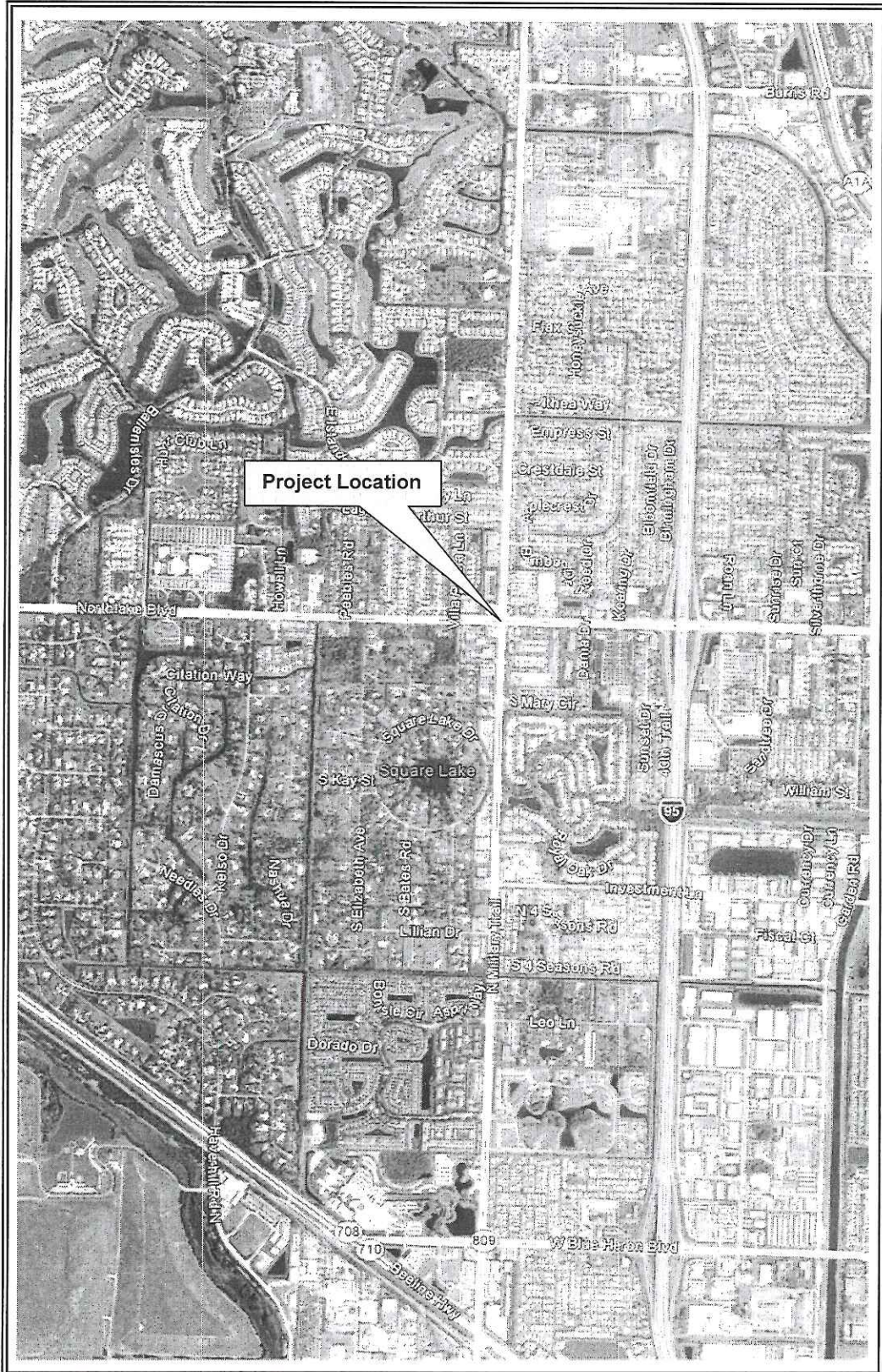
[Signature] 5/27/14
Assistant County Attorney

C. Other Department Review:

Department Director

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

**PROJECT LOCATION
MILITARY TRAIL AT NORTHLAKE BLVD
PALM BEACH COUNTY PROJECT #203519**



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 IMPROVEMENTS AT THE INTERSECTION OF MILITARY TRAIL AND NORTHLAKE BLVD. PROJECT.

WHEREAS, the Florida Department of Transportation (FDOT) has awarded a County Incentive Grant Program (CIGP) Grant to help finance the improvements at Military Trail and Northlake Blvd.; 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 improvements at Military Trail and Northlake Blvd. project; and

WHEREAS, through this Agreement, the FDOT will grant funding for right of way acquisition; 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 R. BOCK, CLERK AND
COMPTROLLER

By: _____

By: _____

Assistant County Attorney

Deputy Clerk

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 under Financial Management (FM) 431645-2-4B/43/45-01 for the Right of Way Acquisition and relocation of various parcels for the construction of turn lanes at the intersection of SR809/Military Trail and Northlake Blvd. Refer to **Exhibit A**, Scope of Services attached hereto and make a part hereof; and

WHEREAS, the purpose of this Agreement, right of way acquisition for turn lanes improvements at the intersection of SR-809/Military Trail and Northlake Blvd. is hereinafter referred to as the "Project"; and

WHEREAS, the COUNTY by Resolution No.: _____ on the ____ day of _____, 20____, 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 right of way acquisition and relocation services at the intersection of SR-809/Military Trail and Northlake Blvd.

- 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:

| TO DEPARTMENT: | TO COUNTY: |
|---|---------------------------------------|
| Florida Department of Transportation | Palm Beach County |
| 3400 West Commercial Blvd. | Engineering & Public Works Department |
| Fort Lauderdale, FL 33309-3421 | 2300 North Jog Road |
| Attn: Anson Sonnett | West Palm Beach, FL 33411-2745 |
| With a copy to: Yanique Hopkins | Attn: David Young |
| With a 2 nd copy to: General Counsel | |

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, 2016, 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 the Project as previously described above. 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 as set forth in the DEPARTMENT's adopted work program for this Project is FIVE HUNDRED SEVENTY SEVEN THOUSAND EIGHT HUNDRED SIXTY SIX DOLLARS AND NO CENTS (\$577,866.00). The COUNTY's estimated share for the Project is TWO HUNDRED EIGHTY EIGHT THOUSAND NINE HUNDRED THIRTY THREE DOLLARS AND NO CENTS (\$288,933.00), which sum shall be paid to the DEPARTMENT. In the event the actual cost of the Project is less than the funds provided, the difference shall be refunded to the COUNTY. In the event the actual cost of the Project, without modifications, results in a sum greater than that paid by the COUNTY, then any additional cost shall be the sole responsibility of the COUNTY.

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 TWO HUNDRED EIGHTY EIGHT THOUSAND NINE HUNDRED THIRTY THREE DOLLARS AND NO CENTS (\$288,933.00).

In the event the payment is not received by the Department within thirty (30) days of execution of the Agreement, the Agreement may be terminated, the right of way acquisition halted, and any funding not expended will be refunded to the COUNTY. Existing and future phases of the Project will also be halted and cancelled.

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.: 431645-2-4B/43/45-01. The DEPARTMENT shall utilize this amount towards costs of project 431645-2-4B/43/45-01.

The funding breakdown is as follows:

| RIGHT OF WAY PHASE (SERVICES) | | | | |
|-------------------------------|-------------|-----------------------------------|--------------------------------------|--------------|
| Phase No. (Service Type) | Fiscal Year | County's Share (Local Funding) | Department's Share (CIGP Funding) | TOTAL |
| 4B (Appraisal) | 2013/2014 | \$63,738.00 | \$63,738.00 | \$127,476.00 |
| 43 (Acquisition) | 2014/2015 | \$208,604.00 | \$208,604.00 | \$417,208.00 |
| 45 (Relocation) | 2014/2015 | \$16,591.00 | \$16,591.00 | \$33,182.00 |
| TOTAL | | \$288,933.00 | \$288,933.00 | \$577,866.00 |

- C) The DEPARTMENT'S obligation to pay any sum pursuant to this Agreement is contingent upon an annual appropriation by the Florida Legislature.
- D) With respect to this Agreement only, if the Project costs are in excess of the advance deposit amount, the COUNTY will provide an additional deposit within forty-two (42) calendar days of notification from the DEPARTMENT subject to the following condition: In the event the additional Project costs are the result of a court order then such additional cost must be paid by the COUNTY to the DEPARTMENT within fourteen (14) calendar days of notification by the DEPARTMENT. The DEPARTMENT will notify the COUNTY as soon as it becomes apparent the Project costs are in excess of the advance deposit amount; however, failure of the DEPARTMENT to so notify the COUNTY shall not relieve the COUNTY from its obligation to pay for its full participation. The COUNTY understands that additional costs at the COUNTY's expense may be incurred due to delay of the Project. In the event of non-payment, the DEPARTMENT reserves the right to terminate this Agreement.
- E) In the event Project modifications increase or exceed the estimated amount of the Project authorized in paragraph 4(B), the DEPARTMENT and the COUNTY shall meet and attempt to mutually agree to the amount and distribution of the additional funding needed to fund the completion of the Project. 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.
- F) 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 Consultant. The DEPARTMENT considers the

Project complete when the final payment has been made to the Consultant, not when the right of way acquisition 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 Project costs, pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the PARTICIPANT. If the final accounting is not performed within three hundred sixty (360) days, the PARTICIPANT is not relieved from its obligation to pay.

- G) In the event the final accounting of Project costs is greater than the total deposits to date, the PARTICIPANT will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The PARTICIPANT agrees to pay interest at a rate as established pursuant to *Section 55.03, F.S.*, on any invoice not paid within forty (40) calendar days until the invoice is paid.
- H) The payment of funds under this Agreement will be made 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**.
- I) 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. 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.

SPACE INTENTIONALLY LEFT BLANK

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

2024
BY: *Ornela A. Fernandez*

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST: _____ (SEAL)
EXECUTIVE SECRETARY

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

NAME: _____

DISTRICT _____

Availability of Funds Approval:

LEGAL REVIEW:

(Date)

OFFICE OF THE GENERAL COUNSEL

EXHIBIT "A"
SCOPE OF WORK

FM# 431645-2-4B/43/45-01

SR-809/Military Trail & Northlake Right of Way Acquisition

The DEPARTMENT shall acquire parcels located on Northlake Blvd. in Palm Beach County in accordance with the terms of this Agreement. Upon completion of the construction of the intersection improvements, the DEPARTMENT will convey title to these parcels to the COUNTY. However, if the DEPARTMENT acquires any parcels adjacent to SR-809/Military Trail, the DEPARTMENT will retain those parcels for use in connection with the State Highway System.

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: 431645-2-4B/43/45-01
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 TWO HUNDRED EIGHTY EIGHT THOUSAND NINE HUNDRED THIRTY THREE DOLLARS AND NO CENTS (\$288,933.00) will be made by the PARTICIPANT into an interest bearing escrow account established by DEPARTMENT for the purposes of the Project. Said escrow account will be opened with the TREASURY on behalf of

DEPARTMENT upon receipt of this Memorandum of Agreement. Such account will be an asset of 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 # 431645-2-4B/43/45-01

For ACH deposits: Bank of America

Account # 001009068974
ABA # 063100277
Chief Financial Officer of Florida
Re: DOT - K 11-78, Financial Project # 431645-2-4B/43/45-01

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
OOC-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.

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

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 NORTH 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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Page 1

Attachment # 4

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ABA # 026009593
Chief Financial Officer of Florida
Re: DOT – K 11-78, Financial Project # 431645-2-4B/43/45-01

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Account # 001009068974
ABA # 063100277
Chief Financial Officer of Florida
Re: DOT – K 11-78, Financial Project # 431645-2-4B/43/45-01

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
OOC-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.
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- 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, FLORIDA

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

ATTEST:
 SHARON R. BOCK

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

CLERK & COMPTROLLER (SEAL)
 CIRCUIT COURT

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

BY: _____
 NAME: _____
 TITLE: _____ MAYOR
 _____ day of _____, 20_____

APPROVED AS TO TERMS AND
 CONDITIONS:

APPROVED AS TO FORM AND
 LEGAL SUFFICIENCY

BY: *[Signature]*

BY: _____
 COUNTY ATTORNEY

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Transfer

BGEX 031114-1100

FUND Road Impact Fee - Zone 1

| ACCOUNT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | CURRENT BUDGET | INCREASE | DECREASE | ADJUSTED BUDGET | EXPENDED/ ENCUMBERED AS OF 03/11/14 | REMAINING BALANCE |
|---|------------------------|-----------------|----------------|----------|----------------|-----------------|-------------------------------------|-------------------|
| <u>NORTHLAKE BLVD & MILITARY TRL INTER</u> | | | | | | | | |
| 3501-361-1348-6120 | Right of Way | 0 | 100,000 | 190,000 | 0 | 290,000 | 0 | 290,000 |
| <u>RESERVES</u> | | | | | | | | |
| 3501-361-9900-9912 | Res-Fair Share Project | 32,646,296 | 31,972,879 | <u>0</u> | <u>190,000</u> | 31,782,879 | | |
| | | | | 190,000 | 190,000 | | | |

Engineering & Public Works

Administration / Budget Approval

OFMB Department - Posted

SIGNATURE

DATE

Alii Kovalainen

4/18/14

By Board of County Commissioners
At Meeting of 06/03/14

Deputy Clerk to the
Board of County Commissioners