

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: **November 21, 2017** ☒ Consent ☐ Regular
 ☐ Ordinance ☐ Public Hearing

Department: Engineering & Public Works
Submitted By: Engineering & Public Works
Submitted For: Roadway Production Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to adopt a Resolution approving:

A) a locally funded agreement (LFA) in the amount of \$1,837,804, with the State of Florida Department of Transportation (FDOT) for the construction of Southern Boulevard and Sansbury's Way/Lyons Road intersection improvements (project) and;

B) a three party escrow agreement with FDOT and the State of Florida Department of Financial Services, Division of Treasury, to establish an escrow account for the construction of the project and;

C) a highway maintenance memorandum of agreement (HMMOA) with FDOT for the construction of the project.

SUMMARY: Approval of this LFA will approve a \$1,837,804 payment to FDOT for Palm Beach County's (County) share of the construction project, which has a total estimated construction cost of \$5,240,602. The project, to be constructed by FDOT, will add a second westbound left turn lane, an eastbound right turn lane, a second northbound right turn lane, and a second through lane northbound and southbound. Approval of the escrow agreement will allow County funds to be deposited into an escrow account that has been established by FDOT for the project. Approval of the HMMOA is required since the project impacts a County road right-of-way, and will provide authority for FDOT to construct improvements in County road right-of-way and for the County to commit to maintain the improvements after completion of the project. Districts 2 and 6 (LBH)

Background and Justification: This LFA will allow the County to participate in construction funding for the project with FDOT. FDOT will construct the project, and the County will pay its share of \$1,837,804 to FDOT. The HMMOA is required to provide authority for FDOT to construct improvements in County road rights-of-way and for the County to commit to maintain the improvements after completion of the project.

Attachments:

1. Location Map
2. Resolution (5)
3. Locally Funded Agreement (5) with Exhibits "A", "B" and "C"
4. Three Party Escrow Agreement (5)
5. Highway Maintenance Memorandum of Agreement (5) with Exhibit "A"

Recommended by: Tavel Z. [Signature] 10/27/2017
Department Director Date

Approved By:  11/8/14
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	\$1,837,804	-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	\$1,837,804	-0-	-0-	-0-	-0-
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No
Does this item include the use of federal funds? Yes No X

Budget Account No:
Fund 3503 Dept 361 Unit 1487 Object 6551

Recommended Sources of Funds/Summary of Fiscal Impact:
Road Impact Fee Zone 3 Fund
SR 80 & Lyons Rd/Sansburys Way Intersection

Palm Beach County Portion of Intersection Improvements
Payable to Florida Department of Transportation
\$1,837,804.00

C. Departmental Fiscal Review: . Ali Kovalainen

III. REVIEW COMMENTS

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

OFMB 10/30/17
10/30

Contract Dev and Control 11/7/17

B. Approved as to Form and Legal Sufficiency:

4/8/2017 Assistant County Attorney

C. Other Department Review:

Department Director

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



RESOLUTION NO. R-2017-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, APPROVING A LOCALLY FUNDED AGREEMENT, A THREE PARTY ESCROW AGREEMENT, AND A HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF INTERSECTION IMPROVEMENTS AT SOUTHERN BOULEVARD (SR 80) AND LYONS ROAD/SANSBURY'S WAY.

WHEREAS, the Florida Department of Transportation (FDOT) intends to construct intersection improvements at Southern Boulevard (SR80) and Lyons Road/Sansbury's Way (Project); and

WHEREAS, Palm Beach County (County) has requested that FDOT include construction of a second northbound right turn lane and a second northbound and southbound through lane on Lyons Road/Sansbury's Way; and

WHEREAS, FDOT will agree to include construction of a second northbound right turn lane and a second through lane northbound and southbound on Lyons Road/Sansbury's Way as a part of FDOT's project provided that the County provides the necessary funding; and

WHEREAS, FDOT has requested that the County enter into a locally funded agreement (LFA) outlining the responsibilities of each party with respect to the funding for construction of the Project; and

WHEREAS, FDOT has requested that the County enter into a highway maintenance memorandum of agreement (HMMOA) outlining the responsibilities of each party with respect to the construction and maintenance of the Project; and

WHEREAS, the County will be responsible for maintaining the improvements made to Lyons Road/Sansbury's Way after completion of the Project; and

WHEREAS, FDOT requires the County to execute the LFA, escrow agreement, and HMMOA; and

WHEREAS, the County Engineering and Public Works Department supports the planned improvements to be made; and

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

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 LFA, escrow agreement, and HMMOA.

- 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:

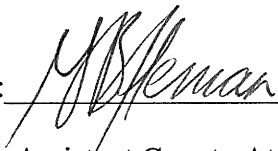
Commissioner Hal R. Valeche	-
Commissioner Paulette Burdick	-
Commissioner Dave Kerner	-
Commissioner Steven L. Abrams	-
Commissioner Mary Lou Berger	-
Commissioner Melissa McKinlay	-
Commissioner Mack Bernard	-

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of _____ 2017.

PALM BEACH COUNTY, FLORIDA BY
ITS BOARD OF COUNTY
COMMISSIONERS

APPROVED AS TO FORM
LEGAL SUFFICIENCY

SHARON R. BOCK, CLERK AND AND
COMPTROLLER

By:  _____
Assistant County Attorney

By: _____
Deputy Clerk

RESOLUTION NO. R-2017-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, APPROVING A LOCALLY FUNDED AGREEMENT, A THREE PARTY ESCROW AGREEMENT, AND A HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF INTERSECTION IMPROVEMENTS AT SOUTHERN BOULEVARD (SR 80) AND LYONS ROAD/SANSBURY'S WAY.

WHEREAS, the Florida Department of Transportation (FDOT) intends to construct intersection improvements at Southern Boulevard (SR80) and Lyons Road/Sansbury's Way (Project); and

WHEREAS, Palm Beach County (County) has requested that FDOT include construction of a second northbound right turn lane and a second northbound and southbound through lane on Lyons Road/Sansbury's Way; and

WHEREAS, FDOT will agree to include construction of a second northbound right turn lane and a second through lane northbound and southbound on Lyons Road/Sansbury's Way as a part of FDOT's project provided that the County provides the necessary funding; and

WHEREAS, FDOT has requested that the County enter into a locally funded agreement (LFA) outlining the responsibilities of each party with respect to the funding for construction of the Project; and

WHEREAS, FDOT has requested that the County enter into a highway maintenance memorandum of agreement (HMMOA) outlining the responsibilities of each party with respect to the construction and maintenance of the Project; and

WHEREAS, the County will be responsible for maintaining the improvements made to Lyons Road/Sansbury's Way after completion of the Project; and

WHEREAS, FDOT requires the County to execute the LFA, escrow agreement, and HMMOA; and

WHEREAS, the County Engineering and Public Works Department supports the planned improvements to be made; and

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

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 LFA, escrow agreement, and HMMOA.

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:

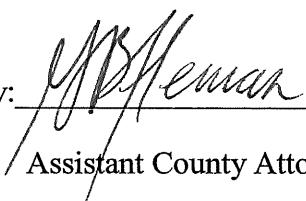
Commissioner Hal R. Valeche	-
Commissioner Paulette Burdick	-
Commissioner Dave Kerner	-
Commissioner Steven L. Abrams	-
Commissioner Mary Lou Berger	-
Commissioner Melissa McKinlay	-
Commissioner Mack Bernard	-

The Mayor thereupon declared the Resolution duly passed and adopted this ____ day of _____ 2017.

PALM BEACH COUNTY, FLORIDA BY
ITS BOARD OF COUNTY
COMMISSIONERS

APPROVED AS TO FORM
LEGAL SUFFICIENCY

SHARON R. BOCK, CLERK AND AND
COMPTROLLER

By:  _____
Assistant County Attorney

By: _____
Deputy Clerk

RESOLUTION NO. R-2017-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, APPROVING A LOCALLY FUNDED AGREEMENT, A THREE PARTY ESCROW AGREEMENT, AND A HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF INTERSECTION IMPROVEMENTS AT SOUTHERN BOULEVARD (SR 80) AND LYONS ROAD/SANSBURY'S WAY.

WHEREAS, the Florida Department of Transportation (FDOT) intends to construct intersection improvements at Southern Boulevard (SR80) and Lyons Road/Sansbury's Way (Project); and

WHEREAS, Palm Beach County (County) has requested that FDOT include construction of a second northbound right turn lane and a second northbound and southbound through lane on Lyons Road/Sansbury's Way; and

WHEREAS, FDOT will agree to include construction of a second northbound right turn lane and a second through lane northbound and southbound on Lyons Road/Sansbury's Way as a part of FDOT's project provided that the County provides the necessary funding; and

WHEREAS, FDOT has requested that the County enter into a locally funded agreement (LFA) outlining the responsibilities of each party with respect to the funding for construction of the Project; and

WHEREAS, FDOT has requested that the County enter into a highway maintenance memorandum of agreement (HMMOA) outlining the responsibilities of each party with respect to the construction and maintenance of the Project; and

WHEREAS, the County will be responsible for maintaining the improvements made to Lyons Road/Sansbury's Way after completion of the Project; and

WHEREAS, FDOT requires the County to execute the LFA, escrow agreement, and HMMOA; and

WHEREAS, the County Engineering and Public Works Department supports the planned improvements to be made; and

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

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 LFA, escrow agreement, and HMMOA.

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:

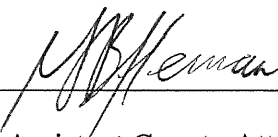
Commissioner Hal R. Valeche	-
Commissioner Paulette Burdick	-
Commissioner Dave Kerner	-
Commissioner Steven L. Abrams	-
Commissioner Mary Lou Berger	-
Commissioner Melissa McKinlay	-
Commissioner Mack Bernard	-

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of _____ 2017.

PALM BEACH COUNTY, FLORIDA BY
ITS BOARD OF COUNTY
COMMISSIONERS

APPROVED AS TO FORM
LEGAL SUFFICIENCY

SHARON R. BOCK, CLERK AND AND
COMPTROLLER

By:  _____
Assistant County Attorney

By: _____
Deputy Clerk

RESOLUTION NO. R-2017-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, APPROVING A LOCALLY FUNDED AGREEMENT, A THREE PARTY ESCROW AGREEMENT, AND A HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF INTERSECTION IMPROVEMENTS AT SOUTHERN BOULEVARD (SR 80) AND LYONS ROAD/SANSBURY'S WAY.

WHEREAS, the Florida Department of Transportation (FDOT) intends to construct intersection improvements at Southern Boulevard (SR80) and Lyons Road/Sansbury's Way (Project); and

WHEREAS, Palm Beach County (County) has requested that FDOT include construction of a second northbound right turn lane and a second northbound and southbound through lane on Lyons Road/Sansbury's Way; and

WHEREAS, FDOT will agree to include construction of a second northbound right turn lane and a second through lane northbound and southbound on Lyons Road/Sansbury's Way as a part of FDOT's project provided that the County provides the necessary funding; and

WHEREAS, FDOT has requested that the County enter into a locally funded agreement (LFA) outlining the responsibilities of each party with respect to the funding for construction of the Project; and

WHEREAS, FDOT has requested that the County enter into a highway maintenance memorandum of agreement (HMMOA) outlining the responsibilities of each party with respect to the construction and maintenance of the Project; and

WHEREAS, the County will be responsible for maintaining the improvements made to Lyons Road/Sansbury's Way after completion of the Project; and

WHEREAS, FDOT requires the County to execute the LFA, escrow agreement, and HMMOA; and

WHEREAS, the County Engineering and Public Works Department supports the planned improvements to be made; and

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

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 LFA, escrow agreement, and HMMA.

- 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:

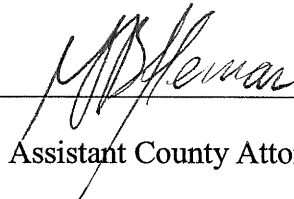
Commissioner Hal R. Valeche	-
Commissioner Paulette Burdick	-
Commissioner Dave Kerner	-
Commissioner Steven L. Abrams	-
Commissioner Mary Lou Berger	-
Commissioner Melissa McKinlay	-
Commissioner Mack Bernard	-

The Mayor thereupon declared the Resolution duly passed and adopted this ____ day of _____ 2017.

PALM BEACH COUNTY, FLORIDA BY
ITS BOARD OF COUNTY
COMMISSIONERS

APPROVED AS TO FORM
LEGAL SUFFICIENCY

SHARON R. BOCK, CLERK AND AND
COMPTROLLER

By:  _____
Assistant County Attorney

By: _____
Deputy Clerk

RESOLUTION NO. R-2017-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, APPROVING A LOCALLY FUNDED AGREEMENT, A THREE PARTY ESCROW AGREEMENT, AND A HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF INTERSECTION IMPROVEMENTS AT SOUTHERN BOULEVARD (SR 80) AND LYONS ROAD/SANSBURY’S WAY.

WHEREAS, the Florida Department of Transportation (FDOT) intends to construct intersection improvements at Southern Boulevard (SR80) and Lyons Road/Sansbury’s Way (Project); and

WHEREAS, Palm Beach County (County) has requested that FDOT include construction of a second northbound right turn lane and a second northbound and southbound through lane on Lyons Road/Sansbury’s Way; and

WHEREAS, FDOT will agree to include construction of a second northbound right turn lane and a second through lane northbound and southbound on Lyons Road/Sansbury’s Way as a part of FDOT’s project provided that the County provides the necessary funding; and

WHEREAS, FDOT has requested that the County enter into a locally funded agreement (LFA) outlining the responsibilities of each party with respect to the funding for construction of the Project; and

WHEREAS, FDOT has requested that the County enter into a highway maintenance memorandum of agreement (HMMOA) outlining the responsibilities of each party with respect to the construction and maintenance of the Project; and

WHEREAS, the County will be responsible for maintaining the improvements made to Lyons Road/Sansbury’s Way after completion of the Project; and

WHEREAS, FDOT requires the County to execute the LFA, escrow agreement, and HMMOA; and

WHEREAS, the County Engineering and Public Works Department supports the planned improvements to be made; and

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

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 LFA, escrow agreement, and HMMOA.

- 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 Hal R. Valeche	-
Commissioner Paulette Burdick	-
Commissioner Dave Kerner	-
Commissioner Steven L. Abrams	-
Commissioner Mary Lou Berger	-
Commissioner Melissa McKinlay	-
Commissioner Mack Bernard	-

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of _____ 2017.

PALM BEACH COUNTY, FLORIDA BY
ITS BOARD OF COUNTY
COMMISSIONERS

APPROVED AS TO FORM
LEGAL SUFFICIENCY

SHARON R. BOCK, CLERK AND AND
COMPTROLLER

By:  _____
Assistant County Attorney

By: _____
Deputy Clerk

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCALLY FUNDED AGREEMENT**

THIS Locally Funded Agreement ("Agreement"), entered into this _____ day of _____, 20_____, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and Palm Beach County located at 2300 North Jog Road, West Palm Beach, Florida, 33409 hereinafter called the COUNTY.

WITNESSETH

WHEREAS, the DEPARTMENT and the COUNTY are desirous of having the DEPARTMENT make certain improvements in connection with the DEPARTMENT's construction of intersection improvements of SR-80/Southern Boulevard and Sansburys Way/ Lyons Road in Palm Beach County, Florida. (Financial Management (FM) Number 435158-1-52-01, Funded in Fiscal Year 2017/2018); and

WHEREAS, the COUNTY has requested that the DEPARTMENT perform the following additional work (FM No. 435158-1-52-02): Construction (Milling and Resurfacing), turn lane widening, bridge widening/rehabilitation, signing and pavement markings, and installation of mast arms, as set forth in **Exhibit A** attached hereto and made a part hereof and hereinafter referred to as the Project; and

WHEREAS, the improvements are in the interest of both the COUNTY and the DEPARTMENT and it would be more practical, expeditious, and economical for the DEPARTMENT to perform such activities; and

WHEREAS, the COUNTY by Resolution No. _____ adopted on _____, 20_____, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The DEPARTMENT shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
3. 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.
4. The total cost for the Project and the DEPARTMENT's intersection improvements, is estimated to be FIVE MILLION TWO HUNDRED FORTY THOUSAND SIX HUNDRED

TWO DOLLARS AND NO CENTS (\$5,240,602.00). The COUNTY'S share for the Project is estimated at ONE MILLION EIGHT HUNDRED THIRTY SEVEN THOUSAND EIGHT HUNDRED FOUR DOLLARS AND NO CENTS (\$1,837,804.00), which sum shall be paid to the DEPARTMENT. In the event the actual cost of the Project results in a decrease to the COUNTY's share, the difference shall be refunded to the COUNTY. In the event the actual cost of the Project results in a sum greater than that paid by the COUNTY, then such sum shall be the sole responsibility of the COUNTY and shall be paid to the DEPARTMENT.

- A. 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 ONE MILLION EIGHT HUNDRED THIRTY SEVEN THOUSAND EIGHT HUNDRED FOUR DOLLARS AND NO CENTS (\$1,837,804.00) towards the Project Costs.

In the event payment is not received by the DEPARTMENT within thirty (30) days of execution of this Agreement, this Agreement will be 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 No. 435158-1-52-02. The DEPARTMENT shall utilize this amount towards costs of Project No. 435158-1-52-02.

Payment shall be mailed to:

Florida Department of Transportation

Program Management Services Unit- Attention: Leos A. Kennedy, Jr.

3400 W. Commercial Boulevard

Fort Lauderdale, Florida 33309-3421

- B. The COUNTY's share of the accepted bid for the Project (hereinafter referred to as "Accepted Bid") and the Department's Improvements plus allowances is hereinafter defined as the "Total Accepted Bid". Allowances are defined as additional Project cost separate from the actual cost estimate for construction. Allowances may include but are not limited to such cost as Maintenance of Traffic (MOT), Construction Engineering Inspection (CEI), and Construction Engineering Administration (CEA). If the COUNTY's share of the Accepted Bid for the Project plus allowances is in excess of the advance deposit amount, the COUNTY will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT or prior to posting of the Total Accepted Bid, whichever is earlier, so that the total deposit is equal to the Accepted Bid amount for the Project plus allowances. The DEPARTMENT will notify the COUNTY as soon as it becomes apparent the Accepted Bid amount for the Project plus allowances 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. If the COUNTY cannot provide the additional deposit within fourteen (14) calendar days, a letter must be submitted to and approved by the DEPARTMENT's Project Manager indicating the date the deposit will be made

and the DEPARTMENT's written consent, not to be unreasonably withheld, to the payment of the additional deposit on said date. The COUNTY understands the request and approval of the additional time could delay the Project, and 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 and not construct the Project.

- C. If the COUNTY's share of the Accepted Bid for the Project plus allowances is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the COUNTY's share of the Accepted Bid amount plus allowances if such refund is requested by the COUNTY in writing.
- D. Should Project modifications occur that increase the COUNTY's cost for the Project, the COUNTY will be notified by the DEPARTMENT. The COUNTY agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the cost of the Project. The DEPARTMENT shall notify the COUNTY as soon as it becomes apparent the actual cost will exceed the COUNTY's payment. However, failure of the DEPARTMENT to so notify the COUNTY shall not relieve the COUNTY from its obligation to pay for its full participation. Funds due from the COUNTY, for the Project, not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to *Section 55.03, F.S.*. In the event of non-payment, the DEPARTMENT reserves the right to terminate this Agreement.
- E. The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (360) days 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 work 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 and the Department's Improvement. 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 COUNTY. If the final accounting is not performed within three hundred sixty (360) days, the COUNTY is not relieved from its obligation to pay.
- F. In the event the final accounting of Project costs is greater than the total deposits to date, the COUNTY will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The COUNTY 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.

- G. Payments 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 3 Party Escrow Agreement between the COUNTY, the DEPARTMENT, and the State of Florida, Department of Financial Services, Division of Treasury, a copy of which is attached hereto and made a part hereof as **Exhibit B**.
5. In the event it becomes necessary for either party to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. Venue with respect to any such litigation shall be in Broward County.
 6. Upon completion of the Project and the DEPARTMENT's improvements, the COUNTY shall be responsible for the maintenance of the improvements/rehabilitation of the C-51 Bridge on Lyons Road and shall comply with the provisions set forth in the Highway Maintenance Memorandum of Agreement (HMMOA), which is attached hereto and made a part hereof as **Exhibit C**. The terms of this paragraph shall survive the termination of this Agreement.
 7. 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.
 8. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the COUNTY and the DEPARTMENT until the Project and the intersection improvements work is completed as evidenced by the written acceptance of the DEPARTMENT, or December 31, 2020, whichever occurs first.
 9. The COUNTY warrants that it has not employed or obtained any company or person, other than bona fide employees of the COUNTY, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the COUNTY. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.
 10. The COUNTY / Vendor/ Contractor:
 - (A) 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
 - (B) 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.
 11. This Agreement is governed by and construed in accordance with the laws of the State of Florida.

12. 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.
13. 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.
14. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Department of Transportation - District Four
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309-3421
Attn: Leos A. Kennedy, Jr.
With a copy to: Donovan Pessoa, P.E.
A second copy to: Office of the General Counsel

If to the COUNTY:

Palm Beach County
2300 North Jog Road
West Palm Beach, Florida 33411
Attn: Tanya N. McConnell, P.E.,
With a copy to: County Attorney
301 N. Olive Avenue, Suite 601
West Palm Beach, Florida 33401

THIS SPACE WAS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution No. _____, hereto attached.

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

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

BY: _____
STACY L. MILLER, P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT

ATTEST:
SHARON R. BOCK

LEGAL REVIEW:

CLERK & COMPTROLLER (SEAL)
CIRCUIT COURT

BY: _____
OFFICE OF THE DISTRICT GENERAL COUNSEL

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED:

BY:  _____
COUNTY ATTORNEY

BY: _____
DISTRICT PROGRAM MANAGEMENT ADMINISTRATOR

APPROVED AS TO TERMS AND CONDITIONS:

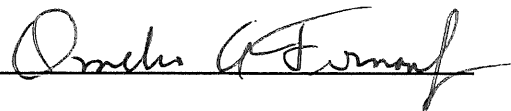

BY:  _____


EXHIBIT A
SCOPE OF SERVICES
SR-80/Southern Boulevard & Sansburys Way (Lyons Road)
FM #435158-1-52-02

Intersection improvements at SR-80 (Southern Blvd.) and Lyons Road/ Sansburys Way. The work will also include, but is not limited to adding an eastbound right turn lane and second westbound left turn lane to SR-80 at Lyons Road. Adding a receiving lane and traffic separator to Lyons Road at the south approach. Widen low level bridge over the C-51 Canal (on both sides) to the east and west. Installation of new mast arms at the intersection. New light poles at proposed Eastbound right turn lane. Installation of new signing and markings and gravity wall needed at canal bank where eastbound right turn lane is proposed.

THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), Palm Beach County ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: Construction (Milling and Resurfacing), turn lane widening, bridge widening/rehabilitation, signing and pavement markings, and installation of mast arms
Project #: 435158-1-52-02
County: Palm Beach

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

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

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
2. Other deposits to the escrow account may be made during the life of this Agreement.
3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.
5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.

6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.
7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

BY: _____

NAME: _____

TITLE: MAYOR

_____ day of _____, 20____

F-596-000-785-149

Federal Employer I.D. Number

Date

For FDOT (signature)

Name and Title

59-3024028
Federal Employer I.D. Number

Date

ATTEST:
SHARON R. BOCK

FDOT Legal Review:

CLERK & COMPTROLLER (SEAL)
CIRCUIT COURT

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

For Escrow Agent (signature)

Name and Title

BY: 
COUNTY ATTORNEY

Date

APPROVED AS TO TERMS AND CONDITIONS:

BY: 


SECTION No.: N/A
FM No.: 435158-1-52-01
AGENCY: Palm Beach County
C.R. No.: N/A

DISTRICT FOUR
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20__, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the DEPARTMENT and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, or a municipal corporation existing under the Laws of Florida, hereinafter called the AGENCY.

WITNESSETH:

WHEREAS, the AGENCY has jurisdiction over Lyons Road/ Sansburys Way, as part of the County Roadway System from Palm Beach Plantation Boulevard to South Florida Fairgrounds Entrance; and

WHEREAS, pursuant to Sections 339.07, 339.08 and 339.12, Florida Statutes and Federal funding provisions the DEPARTMENT is authorized to undertake projects within the AGENCY geographical limits and the AGENCY is desirous of having this improvement constructed; and

WHEREAS, in accordance with Title 23, U.S. Code, Section 116 and Federal Highway Administration regulations issued pursuant thereto, there must be an agreement from the AGENCY to maintain the project; and

WHEREAS, pursuant to such authority, the DEPARTMENT and the AGENCY are desirous of having the DEPARTMENT construct certain improvements more particularly described as Financial Project ID 435158-1-52-01, which involves SR 80 at Lyons Road and Sansburys Way; hereinafter referred to as the "Project", as more particularly described in **Exhibit A**; and

WHEREAS, the DEPARTMENT may not spend state funds for Off-system projects; and

WHEREAS, the parties hereto anticipate that they will, at a future date, enter into either a Local Funding Agreement (or Utility Work by Highway Contractor/UWHC), together with all subsequent amendments thereto if any whereby, the DEPARTMENT is proposing milling/resurfacing, minor widening along Lyons Road/ Sansburys Way as well as widening the existing Lyons Road Bridge over C-51 Canal; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the AGENCY by Resolution on the _____ day of _____, 20__, a copy of which is attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so;

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The AGENCY shall allow the DEPARTMENT and its contractors to enter onto the existing AGENCY property, including easements on property acquired by the DEPARTMENT, to construct this Project. No further permit or agreement shall be required to construct this project.
2. The AGENCY shall continue to maintain the existing roadway and any property owned by AGENCY until the DEPARTMENT begins construction of the Project. The AGENCY shall continue to be responsible for Mowing and Litter Removal during the duration of the project.
3. It is understood and agreed by the parties that upon "final acceptance" by the DEPARTMENT of the Project, (as that term is described in the Standard Specifications for Roadway and Bridge Construction dated 2017, as amended by contract documents), and Notice thereof to the AGENCY, the AGENCY shall be responsible for maintenance of said Project, at its own cost, in accordance with the following Federally and State accepted standards and all costs related thereto: (a) FDOT Plans Preparation Manual (PPM), current edition, (b) Florida Green Book dated 2013, as amended (c) Governing standards and specifications: FDOT Design Standards dated 2017, as amended (d) Standard Specifications for Roadway and Bridge Construction dated 2017, as amended by contract documents, and (e) Manual on Uniform Traffic Control Devices (MUTCD), current edition, or as amended. Maintenance of said Project includes, but is not limited to, sidewalk, roadway and pavement markings, bridge, drainage, signalization, and lighting. The DEPARTMENT shall give the AGENCY ten (10) days' notice before final acceptance.
 - The AGENCY grants herein to the DEPARTMENT all rights necessary to enter and construct the Project.
4. No additional right of way is required for the Project. The Project can be completed within the AGENCY's public right of way.

5. Warranties: The DEPARTMENT shall transfer any applicable warranties to the AGENCY.
6. Environmental permitting: If requested by the DEPARTMENT, the AGENCY shall sign as a joint applicant and be responsible for the permits related to the Project. Further the AGENCY shall be in compliance with all permits after the construction is complete and the right of way is transferred to the AGENCY. To the extent permitted by law, the AGENCY shall indemnify the DEPARTMENT for any violations by the AGENCY of any permits issued to the Department or jointly to the AGENCY and the DEPARTMENT after construction is complete. The AGENCY shall execute all documentation required by the permitting agencies in a timely manner to accept transfer of the Project. For various occupancy permits the AGENCY shall be the applicant.
7. Utilities: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to accomplish utility relocations for this Project. This shall include, but not be limited to, entering into utility subordination agreements with the affected utility owners, thereby assuming liability for future utility relocations within the AGENCY right of way and proposed right of way. This shall also include having the AGENCY require the Utility to relocate or adjust if the utility is there by permit, as necessary.
 - a. AGENCY'S UTILITIES: The AGENCY shall be responsible for relocating and adjusting its own utilities including connection with utility customers.
8. Signals: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to affect signal and interconnect connections for the Project.
9. Drainage: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to affect drainage connections and permits for the Project.
10. Unforeseen issues: If unforeseen issues shall arise, the AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, in order to construct the Project including but not limited to executing documents, allowing the DEPARTMENT or its contractor to enter into any real property owned, possessed and controlled by the AGENCY or any other Occupancy right the AGENCY may have.

11. E-verify requirements: The AGENCY:

- 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 AGENCY during the term of the contract; and
- shall expressly require any contractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term.

12. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings as represented in the Final Proposed Construction plans. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

13. Additional Insured: The DEPARTMENT shall include the following paragraph as part of Section 7-13.2 of the Standard Specifications for Road and Bridge Construction, Division 1, General Requirements and Covenants (January 2017), as amended, applicable to this Project:

Cause Palm Beach County to be an additional insured party on the Contractor’s Public Liability and Property Damages Liability Insurance policies that insure the Contractor for the described work that it performs under the Contract.

14. This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

15. LIST OF EXHIBITS

- **Exhibit A:** Project Scope & Project Limits

SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year provided below.

ATTEST:

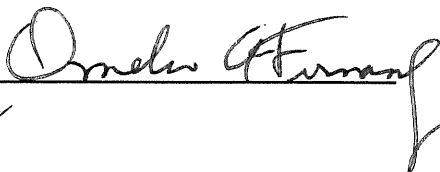

AGENCY
PALM BEACH COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

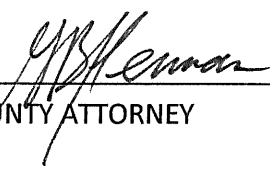
BY: _____

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

APPROVED AS TO TERMS
AND CONDITIONS:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY:  _____


By:  _____
COUNTY ATTORNEY

ATTEST:

DEPARTMENT
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Executive Secretary
(SEAL)

By: _____
Transportation Development Director

_____ day of _____, 20__

Approval:

Office of the General Counsel (Date)

SECTION No.: N/A
FM No.: 435158-1-52-01
AGENCY: PALM BEACH COUNTY
C.R. No.: N/A

EXHIBIT A
PROJECT SCOPE
&
PROJECT LIMITS

All of the improvements are to be completed by DEPARTMENT within the AGENCY's existing right-of-way.

The intent of this Project is to implement intersection improvements at SR 80 (Southern Blvd) and Lyons Road/Sansburys Way in Palm Beach County. The Project intersection's north leg, Sansburys Way (*which has a length of 2,160 ft*) and south leg, Lyons Road (*which has a length of 1,095 ft*) are the AGENCY's owned roadways. Proposed improvements along east-west SR 80 project segment (*a length of 1,475 ft*) include adding an eastbound (EB) right-turn lane and a second westbound (WB) left-turn lane on SR 80 towards southbound Lyons Road (south intersection leg). This includes adding a southbound (SB) receiving lane to Lyons Road. The addition of a second northbound (NB) right-turn lane and second NB thru lane on Lyons Road are also included in the scope, per the request from the AGENCY. The intersection widening improvements on the south leg will necessitate the widening of the existing low-level Lyons Road bridge over C-51 Canal on both sides. Per the AGENCY's needs, on the north leg (Sansburys Way), a second NB thru lane will be added while preserving the existing right-turn lane into the shopping plaza at the NE intersection quadrant. One of the dual SB left-turn lanes on Sansburys' Way is proposed to be converted into a second SB thru lane. Widening along the south side of SR 80 (for the right-turn lane onto Lyons Road) will require the South Florida Water Management District's (SFWMD) right of way (R/W) release within the C-51 Canal's limits. R/W occupancy permits will be needed from SFWMD for Lyons Road (over C-51) bridge widening. Other Project components include roadway resurfacing, maintenance of traffic (MOT), drainage, permitting, signing and pavement marking, traffic analysis, signalization/lighting modification, design/bathymetric survey and geotechnical investigation.

PROJECT LIMITS

The SR 80 Project begins approximately 600 ft east of the intersection with Lyons Road/Sansburys Way and ends approximately 700 ft west of the intersection. For the side street limits, Lyons Road begins approximately 1,100 ft south of the intersection and ends along Sansburys Way, approximately 2,100 ft north of the intersection.