

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: March 12, 2019	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Engineering & Public Works	
Submitted By:	Engineering & Public Works	
Submitted For:	Roadway Production Division	




EXECUTIVE BRIEF


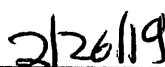
**Motion and Title:** Staff recommends motion to adopt a Resolution authorizing approval of the Florida Department of Transportation (FDOT) County Incentive Grant Program (CIGP) agreement and the three party escrow agreement for the right-of-way acquisition of SR-809/Military Trail and Forest Hill Boulevard Intersection Improvements (Project).

**SUMMARY:** Adoption of this Resolution will authorize approval of the CIGP and three party escrow agreements for the Project that were signed by the Board of County Commissioners on January 15, 2019. The CIGP agreement allows the County to participate in right-of-way funding for the Project with FDOT. FDOT will acquire the right-of-way. The estimated total cost for the Project is \$10,915,794, and Palm Beach County (County) agreed to pay its share of \$5,457,897 to FDOT. Districts 2 & 3 (LBH)

**Background and Justification:** Palm Beach County (County) approved the CIGP and three party escrow agreements for the Project on January 15, 2019. The FDOT also requires the County to adopt a Resolution approving the agreements.

- Attachments:**
- 1. Location Map
  - 2. Resolution (5)
  - 3. CIGP Locally Funded Agreement
  - 4. Three Party Escrow Agreement

		
Recommended by:	County Engineer	Date

	
Approved By:	Date
Assistant County Administrator	

## II. FISCAL IMPACT ANALYSIS

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

<b>Fiscal Years</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
<b>Capital Expenditures</b>	<u>\$ -0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b>Operating Costs</b>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b>External Revenues</b>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b>Program Income (County)</b>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b>In-Kind Match (County)</b>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b>NET FISCAL IMPACT</b>	<u>\$ **</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b># ADDITIONAL FTE</b>					
<b>POSITIONS (Cumulative)</b>					

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

**Budget Acct No.: Fund\_\_ Dept.\_\_ Unit\_\_ Object**  
**Program**

**Recommended Sources of Funds/Summary of Fiscal Impact:**

**\*\*This item has no fiscal impact. The resolution confirms the County's approval of these agreements.**

C. Departmental Fiscal Review: Alicia Kovalainen

### III. REVIEW COMMENTS

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

*Robert Powers* 2/5/19  
 RF0  
 2/5  
 OFMB  
 9214  
 um 2/5

Ann J. Jacobson  
Contract Dev. and Control  
2/13/19

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

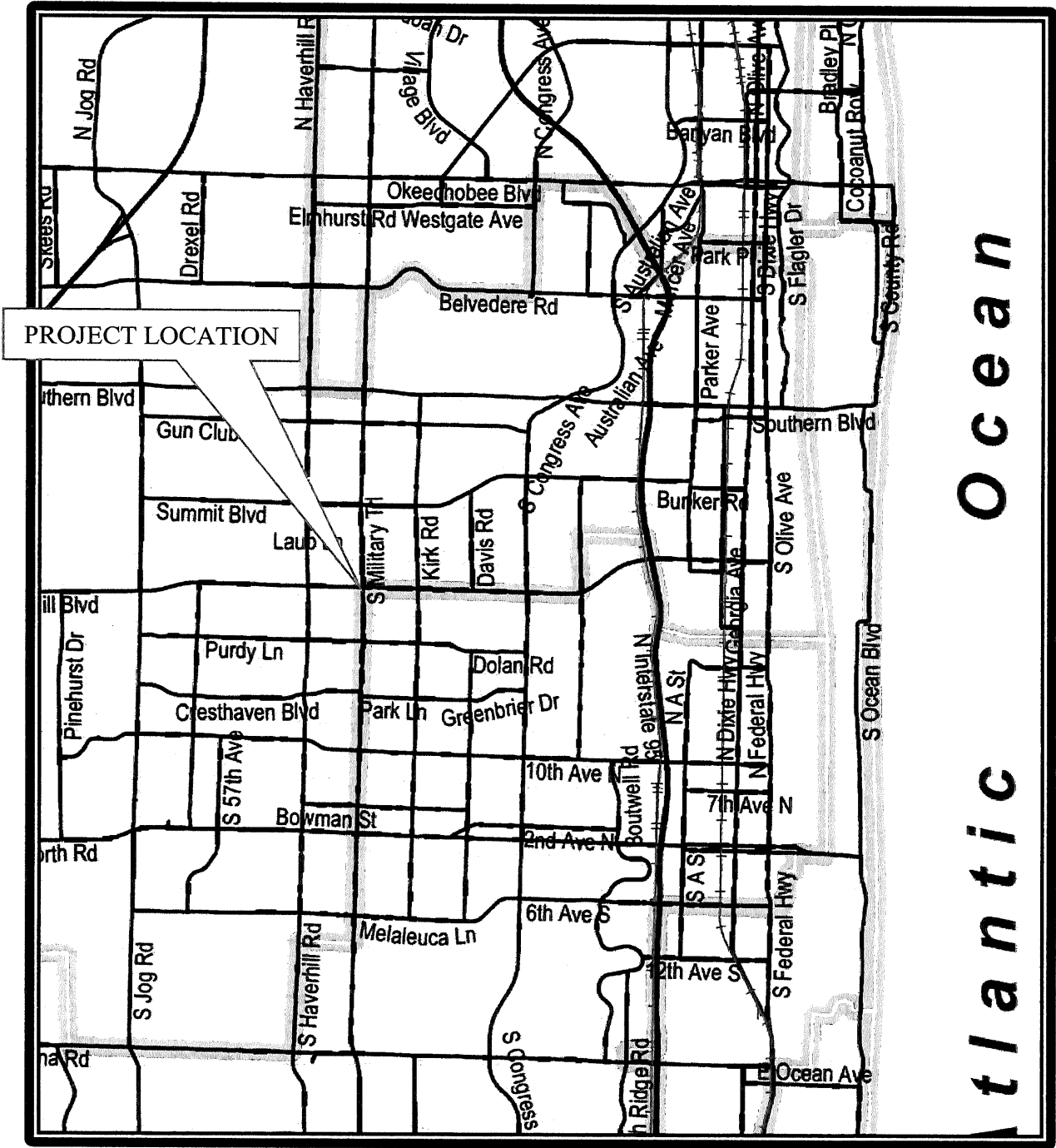
*MB/Erman 2/15/2019*  
Assistant County Attorney

### C. Other Department Review:

**Department Director**

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

SR-809/MILITARY TRAIL AT FOREST HILL BOULEVARD



LOCATION MAP

**RESOLUTION NO. R2019-**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, APPROVING A COUNTY INCENTIVE GRANT PROGRAM AGREEMENT AND A THREE PARTY ESCROW AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE RIGHT-OF-WAY ACQUISITION OF THE SR-809/MILITARY TRAIL AND FOREST HILL BOULEVARD PROJECT.**

**WHEREAS**, the Florida Department of Transportation (FDOT) intends to perform right-of-way appraisal, consultant acquisition, and relocation services for intersection improvements at SR-809/Military Trail and Forest Hill Boulevard (Project); and

**WHEREAS**, FDOT has requested that Palm Beach County (County) enter into a County Incentive Grant Program (CIGP) Agreement, outlining the responsibilities of each party with respect to the funding for the Project; and

**WHEREAS**, FDOT requires that the County enter into a Three Party Escrow Agreement to establish an escrow account for the the Project; and

**WHEREAS**, the County Engineering and Public Works Department supports the Project; and

**WHEREAS**, the Board of County Commissioners has determined that the execution of the CIGP Agreement 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 CIGP Agreement and Three Party Escrow 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 Mack Bernard, Mayor	-
Commissioner Dave Kerner, Vice Mayor	-
Commissioner Hal R. Valeche, District 1	-
Commissioner Gregg K. Weiss, District 2	-
Commissioner Robert S. Weinroth, District 4	-
Commissioner Mary Lou Berger, District 5	-
Commissioner Melissa McKinlay, District 6	-

The Mayor thereupon declared the Resolution duly passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2019.

PALM BEACH COUNTY, FLORIDA BY  
ITS BOARD OF COUNTY  
COMMISSIONERS

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

SHARON R. BOCK, CLERK AND  
COMPTROLLER

By: \_\_\_\_\_  
Yelizaveta B. Herman  
Assistant County Attorney

By: \_\_\_\_\_  
Deputy Clerk

Financial Project No.: 437878-1-4B/42/43/45-01  
COUNTY: PALM BEACH

R2019 0022  
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**COUNTY INCENTIVE GRANT PROGRAM  
LOCALLY FUNDED AGREEMENT**

THIS County Incentive Grant Program Agreement ("Agreement"), entered into this 1<sup>ST</sup> day of FEBRUARY, 2019, 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 for the right of way appraisal, consultant, acquisition, and relocation services of various parcels for the construction of intersection improvements of SR-809/Military Trail at Forest Hill Boulevard (Financial Management (FM) 437878-1-4B/42/43/45-01, Funded in Fiscal Years 2018/2019 through FY 2020/2021). Refer to Exhibit A, Scope of Services attached hereto and made a part hereof; and

WHEREAS, the purpose of this Agreement, is for the right of way appraisal, consultant, acquisition, and relocation services for intersection improvements at SR-809/Military Trail at Forest Hill Boulevard, 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 appraisal, consultant, acquisition and relocation services at the intersection of SR-809/Military Trail at Forest Hill Boulevard.
- B) The DEPARTMENT agrees to undertake the Project in accordance with all applicable federal, state and local statutes, rules, 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
Program Management	Highway Construction & Engineering Division
3400 West Commercial Blvd.	2300 N. Jog Road
Fort Lauderdale, FL 33309-3421	West Palm Beach, FL 33411-2745
Attn: Leos A. Kennedy, Jr.	Attn: Tanya McConnell
With a copy to: General Counsel	With a copy to: County Attorney
With a copy second copy to: Scott Thurman	With a second copy to: Holly Knight, P.E.

### 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 December 31, 2021, whichever occurs first.
- B) This Agreement shall not be automatically 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 TEN MILLION NINE HUNDRED FIFTEEN THOUSAND SEVEN HUNDRED NINETY FOUR DOLLARS AND NO CENTS (\$10,915,794.00). The COUNTY's estimated share for the Project is FIVE MILLION FOUR HUNDRED FIFTY SEVEN THOUSAND EIGHT HUNDRED NINETY SEVEN DOLLARS AND NO CENTS (\$5,457,897.00), 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 equally paid by the DEPARTMENT and the COUNTY.

The COUNTY will submit the funding for the Project in three payments. The COUNTY agrees that it will, within thirty (30) days of execution of this Agreement, furnish the DEPARTMENT with a check, for the funding required for Fiscal Year 2018/2019, in the amount of ONE MILLION ONE HUNDRED THIRTY SEVEN THOUSAND ONE HUNDRED TWENTY DOLLARS AND NO CENTS (\$1,137,120.00) towards the Project Costs. The second payment, which is required for FY 2019/2020, is in the amount of THREE HUNDRED THIRTY THOUSAND EIGHTY SIX DOLLARS AND NO CENTS (\$330,086.00) and is due no later than October 31, 2019. The third and final payment, which is required for FY 2020/2021, is in the amount of THREE MILLION NINE HUNDRED NINETY THOUSAND SIX HUNDRED NINETY ONE DOLLARS AND NO CENTS (\$3,990,691.00) is due no later than October 31, 2020.

In the event any of the three required payments are not received by the DEPARTMENT before or by the designated dates, as stated above, the Agreement may be terminated and the right of way acquisition halted. Existing and future phases of the Project will also be halted and cancelled at the sole discretion of the DEPARTMENT.

Remittance shall be made payable to the Department of Transportation. Payment shall be clearly marked to indicate that it is to be applied to FM Project No.: 437878-1-4B/42/43/45-01. The DEPARTMENT shall utilize this amount towards costs of project 437878-1-4B/42/43/45-01.



The funding breakdown is as follows:

Phase No.	Fiscal Year	County's Share	Department's Share
4B	2018/2019	\$687,000.00	\$687,000.00
	2020/2021	\$66,750.00	\$66,750.00
SUBTOTAL		\$753,750.00	\$753,750.00
42	2018/2019	\$450,120.00	\$450,120.00
SUBTOTAL		\$450,120.00	\$450,120.00
43	2019/2020	\$324,086.00	\$324,086.00
	2020/2021	\$3,915,941.00	\$3,915,941.00
SUBTOTAL		\$4,240,027.00	\$4,240,027.00
45	2019/2020	\$6,000.00	\$6,000.00
	2020/2021	\$8,000.00	\$8,000.00
SUBTOTAL		\$14,000.00	\$14,000.00
TOTAL AMOUNT		\$5,457,897.00	\$5,457,897.00

- C) In the event that any of the allocated funds for Phase 4B, 42, 43, and/or 45 are not utilized in its entirety, the DEPARTMENT shall reallocate funds to another phase, to cover Project costs at its sole discretion.
- D) The DEPARTMENT'S obligation to pay any sum pursuant to this Agreement is contingent upon an annual appropriation by the Florida Legislature.
- 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 COUNTY. If the final accounting is not performed within three hundred sixty (360) days, the COUNTY 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 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.
- H) The payment of funds, once they are received by the DEPARTMENT from the COUNTY, will be mailed directly to the Department of Financial Services, Division of Treasury for deposit as provided in the attached Three 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**.
- 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) Upon completion of the right of way acquisition, the DEPARTMENT will convey title to these parcels to the COUNTY and the COUNTY will accept such conveyance. 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.

- B) 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.
- C) 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.
- D) 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.
- E) No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.
- F) 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.
- G) 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 15<sup>th</sup> day of January, 2019, by the Mayor 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 4, Florida Department of Transportation, this 1<sup>st</sup> day of FEBRUARY, 2019.

**PALM BEACH COUNTY, FLORIDA**

B2019 0022  
PALM BEACH COUNTY, A POLITICAL  
SUBDIVISION OF THE STATE OF FLORIDA  
BOARD OF COUNTY COMMISSIONERS

ATTEST:  
SHARON R. BOCK

BY: [Signature]  
NAME: Maek Bernard  
TITLE: MAYOR  
\_\_\_\_\_ day of JAN 15 2019, 2019

[Signature]  
CLERK & COMPTROLLER (SEAL)  
CIRCUIT COURT Deputy Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS:

BY: [Signature]  
COUNTY ATTORNEY

BY: [Signature]

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

ATTEST: [Signature] (SEAL)  
EXECUTIVE SECRETARY

BY: [Signature]  
STACY L. MILLER, P.E.  
DIRECTOR OF TRANSPORTATION  
DEVELOPMENT

NAME: Ann Lathue

DISTRICT 4

LEGAL REVIEW:

[Signature]  
OFFICE OF THE GENERAL COUNSEL

**Exhibit A**  
**Scope of Work**  
**FM# 437878-1-4B/42/43/45-01**

The DEPARTMENT shall acquire parcels located on SR-809/Military Trail and Forest Hill Blvd. in Palm Beach County in accordance with the terms of this Agreement. The parcels to be acquired are for the construction of SR-809/Military Trail and Forest Hill Blvd intersection improvements.

Parcels and types are subject to change. Also, additional parcels may be added.

**EXHIBIT B**  
**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: Right of way appraisal, consultant, acquisition, and relocation  
Services at SR-809/Military Trail and Forest Hill Blvd.  
Project #: 437878-1-4B/42/43/45-01  
County: Palm Beach County

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 in 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.

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.

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

\_\_\_\_\_  
For FDOT (signature)

\_\_\_\_\_  
Name and Title

59-3024028  
Federal Employer I.D. Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
For PARTICIPANT (signature)

\_\_\_\_\_  
Name

Chairman  
Title

F-596-000-785225  
Federal Employer I.D. Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
For Escrow Agent (signature)

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

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



### 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: Right of way appraisal, consultant, acquisition, and relocation  
Services at SR-809/Military Trail and Forest Hill Blvd.  
Project #: 437878-1-4B/42/43/45-01  
County: Palm Beach County

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.

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

\_\_\_\_\_  
For FDOT (signature)

\_\_\_\_\_  
Name and Title

59-3024028  
Federal Employer I.D. Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
For Escrow Agent (signature)

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
For PARTICIPANT (signature)

\_\_\_\_\_  
Name

Mayor  
Title

F-596-000-785-225  
Federal Employer I.D. Number

\_\_\_\_\_  
Date

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
YELIZAVETA HERMAN, YEH  
ASSISTANT COUNTY ATTORNEY

ATTEST:  
SHARON R. BOCK

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

APPROVED AS TO TERMS AND  
CONDITIONS:

BY: Ornelis A. Fernandez

BT

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### THREE PARTY ESCROW AGREEMENT

R2019 0023

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: Right of way appraisal, consultant, acquisition, and relocation  
Services at SR-809/Military Trail and Forest Hill Blvd.  
Project #: 437878-1-4B/42/43/45-01  
County: Palm Beach County

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.

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

Jason D. Adank  
For FDOT (signature)  
Jason D. Adank, CPA  
Deputy Comptroller, GAO

Name and Title

59-3024028

Federal Employer I.D. Number

2/5/19

Date

Tanner Collins  
For Escrow Agent (signature)

Tanner Collins, Director  
Name and Title

2/6/19

Date

Legal Review:

By: Sharon R. Bock  
Attorney - FDOT

Date: 2.4.19

AGENCY: B2019 0023  
PALM BEACH COUNTY, A POLITICAL  
SUBDIVISION OF THE STATE OF FLORIDA  
BOARD OF COUNTY COMMISSIONERS

BY: [Signature]

For PARTICIPANT (signature)

Mack Bernard

Name

Mayor

Title

F-596-000-785-225

Federal Employer I.D. Number

JAN 15 2019

Date

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: [Signature]  
YELIZAVETA HERMAN, YBH  
ASSISTANT COUNTY ATTORNEY

ATTEST:  
SHARON R. BOCK

[Signature]  
CLERK & COMPTROLLER (SEAL)  
Deputy Clerk

APPROVED AS TO TERMS AND  
CONDITIONS:

BY: [Signature]

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