

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: October 17, 2023 [X] Consent [] Regular
[] Workshop [] Public Hearing

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

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

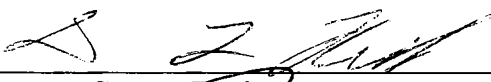
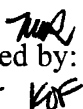
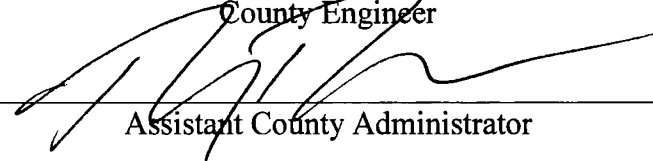
- A) adopt a Resolution approving the Locally Funded Agreement (LFA) and Three Party Escrow Agreement (TPEA) with the State of Florida Department of Transportation (FDOT) and the State of Florida Department of Financial Services (FDOFS) Division of Treasury for the construction and construction engineering inspection (CEI) of intersection improvements at Half Mile Road and Atlantic Avenue (County Project);
- B) approve the LFA with the FDOT to provide construction funding in the amount of \$347,719 to the FDOT for the construction and CEI of the County Project;
- C) approve the TPEA with the FDOT and the FDOFS as a requirement of the LFA to establish an escrow account for the County Project; and
- D) adopt a Resolution delegating the County Administrator, or designee, the signatory authority to sign on additional forms, certifications, contracts/agreements and amendments thereto, and any other necessary documents related to the LFA and the TPEA that do not substantially change the scope of work, terms or conditions of the LFA and the TPEA.

SUMMARY: FDOT has a project to reconstruct Atlantic Avenue from west of SR 7 to east of Lyons Road (FDOT Project). Palm Beach County (County) has designed the realignment of Half Mile Road from Brook Isles Avenue to north of Atlantic Avenue. The County has requested that the County Project be combined with the FDOT Project for construction. Approval of the LFA and TPEA will allow County to provide construction funding for the County Project. The FDOT Project and the County Project have a combined estimated construction cost of \$19,264,006. **The local match is \$347,719 which is 2% of the estimated combined construction cost.** The County will be responsible for any increased costs resulting from necessary modifications for the work requested. **This County Project is included in the Five-Year Road Program. District 5 (YBH)**

Background and Justification: The County requested that the County Project be combined with the FDOT Project for construction. The County is entering into these agreements to pay for this work.

Attachments:

- 1. Location Map
- 2. LFA/TPEA Resolution (3 originals)
- 3. LFA (3 originals)
- 4. TPEA (3 originals)
- 5. Delegating Authorization Resolution (3 originals)

Recommended by:  9/26/23
 YBH/TEL  County Engineer Date
 Approved By:  10/13/2023
 Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	\$ 347,719	-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	\$ 347,719	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	-0-	-0-	-0-	-0-	-0-

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

Budget Account No:
 Fund 3500 Dept 361 Unit 1946 Object 6551

Recommended Sources of Funds/Summary of Fiscal Impact:

Transportation Improvement Fund
 Half Mile Road, Brook Isles Ave to Atlantic Ave

Approval of the Locally Funded Agreement (LFA) and Three Party Escrow Agreement (TPEA) will allow Palm Beach County (County) to provide construction funding of \$347,719 for the Project. The State of Florida Department of Transportation (FDOT) will reconstruct Atlantic Avenue from West of SR 7 to East of Lyons Road and the County's cost for the intersection improvements is \$347,719. This grant has an estimate match of \$ 347,719 (2%) . FDOT FPN 229658-4-52-02

C. Departmental Fiscal Review: Danny Ramlalsingh

III. REVIEW COMMENTS

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

ASDUAL 10/4/23
 OFMB MD 10/3
 10/4

[Signature] 10/11/23
 Contract Dev. and Control
 10/5/23

B. Approved as to Form and Legal Sufficiency:

[Signature] 10/12/2023
 Assistant County Attorney

C. Other Department Review:

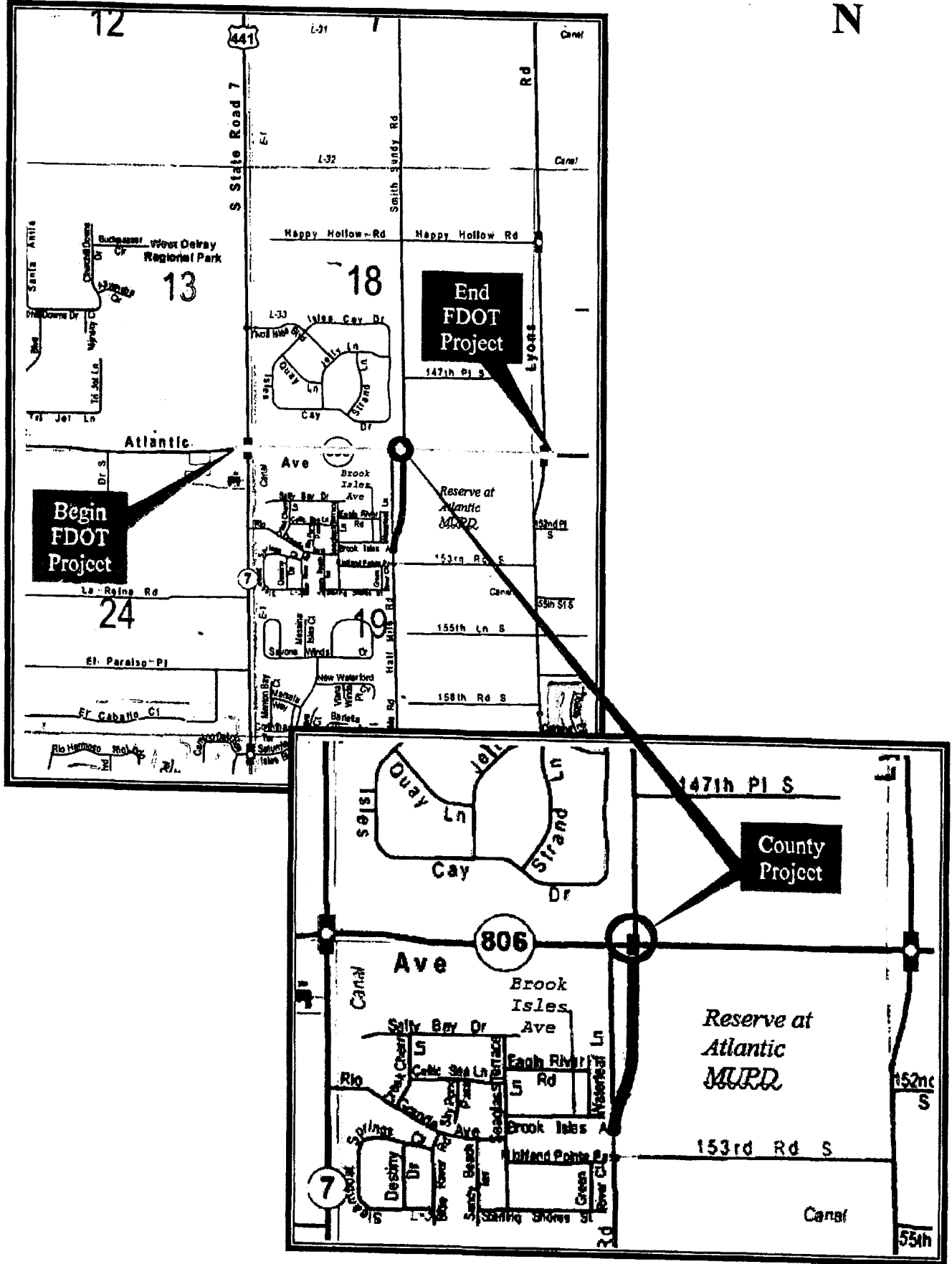
 Department Director

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

PROJECT LOCATION

HALF MILE ROAD, BROOK ISLES AVENUE TO ATLANTIC AVENUE

Palm Beach County Project #2019106



LOCATION MAP

ATTACHMENT 1

RESOLUTION NO. R2023-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, APPROVING THE LOCALLY FUNDED AGREEMENT (LFA) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND THE THREE PARTY ESCROW AGREEMENT (TPEA) WITH THE FDOT AND THE STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES (FDOS) DIVISION OF TREASURY FOR THE CONSTRUCTION AND CONSTRUCTION ENGINEERING INSPECTION (CEI) OF INTERSECTION IMPROVEMENTS FOR HALF MILE ROAD AT ATLANTIC AVENUE (COUNTY PROJECT).

WHEREAS, the Florida Department of Transportation (FDOT) has a project to reconstruct Atlantic Avenue from west of SR 7 to east of Lyons Road (FDOT Project); and

WHEREAS, Palm Beach County (County) designed the realignment of Half Mile Road from Brook Isles Avenue to north of Atlantic Avenue; and

WHEREAS, the County requested that the intersection improvements at Half Mile Road and Atlantic Avenue (County Project) be included in the FDOT Project; and

WHEREAS, the FDOT has requested that the County enter into the Local Funding Agreement (LFA) and the Three Party Escrow Agreement (TPEA), outlining the responsibilities of the FDOT and the County with respect to the funding for the County Project; and

WHEREAS, through these agreements, the County will provide FDOT with funding for the construction and construction engineering inspection (CEI) for the County Project; and

WHEREAS, the Board of County Commissioners determined that execution of the LFA and the TPEA are 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:

1. The recitations set forth herein above are true, accurate and correct and are incorporated herein.
2. The Mayor is hereby authorized to execute the LFA and TPEA.
3. 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:

District 1:	Maria G. Marino	_____
District 2:	Gregg K. Weiss	_____
District 3:	Michael A. Barnett	_____
District 4:	Marci Woodward	_____
District 5:	Maria Sachs	_____
District 6:	Sara Baxter	_____
District 7:	Mack Bernard	_____

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of _____, 20_____.

**PALM BEACH COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF
FLORIDA, BY AND THROUGH ITS
BOARD OF COUNTY COMMISSIONERS**

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**JOSEPH ABRUZZO, CLERK OF THE
CIRCUIT COURT & COMPTROLLER**

By: _____
Assistant County Attorney

By: _____
Deputy Clerk

**APPROVED AS TO TERMS
AND CONDITIONS**

By: * 
Division Director

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, 33416
hereinafter called the COUNTY also referred to as the PARTICIPANT in **Exhibit B** (Three Party Escrow
Agreement).

WITNESSETH

WHEREAS, the COUNTY is providing the DEPARTMENT with financial assistance for certain
improvements in connection with the DEPARTMENT's reconstruction work along SR-806/Atlantic
Ave from West of SR-7/US-441 to East of Lyons Road in Palm Beach County, Florida. (Financial
Management (FM) Number 229658-4-52-01, Funded in Fiscal Year 2023/2024); and

WHEREAS, the COUNTY has requested that the DEPARTMENT perform the following additional
work: construction of intersection improvements and realignment of Half Mile Road. (Financial
Management (FM) Number 229658-4-52-02, Funded in Fiscal Year 2023/2024) 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. _____ dated the
_____ day of _____ 20____, a copy of which is attached hereto and
made a part hereof, authorizes the Mayor of the COUNTY or designee 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
cost.
4. 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'S input in its decisions concerning the Project. The County may
request updates on the status of the Project; and request meetings with the
DEPARTMENT'S representatives concerning the Project.

5. The total cost of the DEPARTMENT'S reconstruction work and the Project is estimated to be NINETEEN MILLION TWO HUNDRED SIXTY-FOUR THOUSAND SIX DOLLARS AND NO CENTS (\$19,264,006.00). The COUNTY'S share of the Project is an estimated amount of THREE HUNDRED FORTY-SEVEN THOUSAND SEVEN HUNDRED NINETEEN DOLLARS AND NO CENTS (\$347,719.00), 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 will 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 the additional sum shall be the sole responsibility of the COUNTY and shall be paid to the DEPARTMENT in accordance with section 5 (B) of this Agreement.

(A) The COUNTY agrees that it will, within thirty (30) days of the execution of this Agreement, furnish the DEPARTMENT with a check in the amount of THREE HUNDRED FORTY-SEVEN THOUSAND SEVEN HUNDRED NINETEEN DOLLARS AND NO CENTS (\$347,719.00), towards the Project costs.

In the event payment is not received by the DEPARTMENT within thirty (30) days of execution of this Agreement the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the DEPARTMENT's Work Program.

Payment shall be mailed to:
Florida Department of Transportation
Office of Comptroller
General Accounting Office, LFA Section
605 Suwannee Street, MS 42B
Tallahassee, Florida 32399

In lieu of mailing payment to the DEPARTMENT, the COUNTY may also submit the payment for the Project via wire transfer.

Wire transfer/Payments are to be made to:

Wells Fargo Bank, N.A.
Account # 4834783896
ABA # 121000248
State of Florida Department of Financial Services
Bureau of Collateral Management
Re: DOT – K 11-78, Financial project # 229658-4-52-02.

In order for FDOT to receive credit for the funds due to the Department, the reference line must contain "FDOT" and an abbreviated purpose, financial project number or LFA account number.

Once the wire transfer is complete, the COUNTY will contact Ms. Jennifer Bennett at 850-414-4861. In addition to calling Ms. Bennett, the COUNTY shall send an email notification to D4-LFA@dot.state.fl.us stating the day and time the wire transfer was sent.

- (B) The COUNTY'S share of the accepted bid for the Project (hereinafter referred to as "Accepted Bid") and the Department's work plus allowances is hereinafter defined as the "Total Accepted Bid". Allowances are hereby defined as contingency, mobilization (MOB), and Maintenance of Traffic (MOT). If the Project costs are in excess of the advance deposit amount, the COUNTY will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT. The DEPARTMENT will notify the COUNTY as soon as it becomes apparent that Project costs are in excess of the advanced 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 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 remove the Project from the DEPARTMENT'S Work Program.
- (C) If the COUNTY'S payment for the accepted bid amount plus allowances is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the COUNTY'S payment for 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 payment for the Project costs, 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 costs will exceed the 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. Funds due from the COUNTY during 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 the COUNTY fails to make the additional payment within the time hereinabove set forth, in addition to any other remedy, 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. The COUNTY will be notified of the

final cost. Both parties agree that in the event the final accounting of total Project costs pursuant to the terms of this Agreement is less than the total deposits to date, the excess funding will be refunded to the COUNTY. If the final accounting is not performed within three hundred sixty (360) days, the COUNTY is not relieved from its obligation to pay.

- (F) In the event the final accounting of total Project costs indicate that the Project costs are 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) The payment of funds under this Agreement will be sent directly to the Department of Financial Services, Division of Treasury for deposit as provided in the 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**.
6. 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.
 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 (FM# 229658-4-52-02) is completed as evidenced by the written acceptance DEPARTMENT.
 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 to solicit or secure this Agreement. 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. 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.
13. 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: Thuc Le
A second copy to: Office of the General Counsel

If to the COUNTY:

Palm Beach County
2300 North Jog Road
West Palm Beach, FL 33416
Attn: Kathleen Farrell
With a copy to: County Attorney

The remainder of this page is intentionally blank.

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed in its behalf this _____ day of _____, _____, 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 Four, Florida Department of Transportation, this _____ day of _____, _____.

PALM BEACH COUNTY, FLORIDA

PALM BEACH COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA
BY AND THROUGH ITS BOARD OF
COUNTY COMMISSIONERS

ATTEST:
JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT &
COMPTROLLER


BY: _____
NAME: _____, Mayor
_____ day of _____, 20_____

Deputy Clerk (SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS:

BY: _____
NAME: Yelizaveta B. Herman
Assistant County Attorney

BY: 
NAME: Morton Rose, P.E.
Division Director

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: _____
STEVEN C. BRAUN P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT

APPROVED:

LEGAL REVIEW:

BY: _____
DISTRICT PROGRAM MANAGEMENT
ADMINISTRATOR

BY: _____
OFFICE OF THE GENERAL COUNSEL

**Exhibit A
Scope of Services
FM# 229658-4-52-02**

The COUNTY has also requested the DEPARTMENT to incorporate the Smith Sundry/Half Mile Road intersection improvements to accommodate the future re-alignment project. This will include Atlantic Avenue roadway improvements such as profile modifications, plateau intersection, TTCP modifications with phasing layout for three phases, curb return modifications, temporary and permanent drainage modifications, new outfalls at Half Mile Road, and canal culvert. The improvements will include transitions to existing Smith Sundry Road to the North and design of re-aligned Half Mile Road to the proposed South LWDD L-34 perpetual easement.

**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: Construction of intersection improvements and realignment of Half
Mile Road
Project #: 229658-4-52-02
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 intentionally blank.

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

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date

PARTICIPANT:
Palm Beach County, a Political Subdivision of
the State of Florida, by and through its Board
of County Commissioners

For PARTICIPANT (signature)

Name

Mayor

Title

F-596-000-785,149

Federal Employer I.D. Number

Date

ATTEST:
Joseph Abruzzo, Clerk of the Circuit Court &
Comptroller

Deputy Clerk

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:

Director of Roadway Production

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: Construction of intersection improvements and realignment of Half Mile Road
Project #: 229658-4-52-02
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.

Attachment 4

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 intentionally blank.

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

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date

PARTICIPANT:
Palm Beach County, a Political Subdivision of
the State of Florida, by and through its Board
of County Commissioners

For PARTICIPANT (signature)

Name

Mayor

Title

F-596-000-785-149

Federal Employer I.D. Number

Date

ATTEST:
Joseph Abruzzo, Clerk of the Circuit Court &
Comptroller

Deputy Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY**

Assistant County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS:**

[Signature]

* Director of Roadway Production

RESOLUTION NO. R2023-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, DELEGATING SIGNATORY AUTHORITY TO THE COUNTY ADMINISTRATOR OR DESIGNEE ON ADDITIONAL FORMS, CERTIFICATIONS, CONTRACTS/AGREEMENTS AND AMENDMENTS AND ANY OTHER NECESSARY DOCUMENTS RELATED TO THE INTERSECTION IMPROVEMENTS AT HALF MILE ROAD AND ATLANTIC AVENUE (COUNTY PROJECT) LOCAL FUNDING AGREEMENT (LFA) GRANT (GRANT) AND THE ASSOCIATED THREE PARTY ESCROW AGREEMENT (TPEA) THAT DO NOT SUBSTANTIALLY CHANGE THE SCOPE OF WORK, TERMS OR CONDITIONS OF THE GRANT OR TPEA.

WHEREAS, the Florida Department of Transportation (FDOT) has a project to reconstruct Atlantic Avenue from west of SR 7 to east of Lyons Road (FDOT Project); and

WHEREAS, Palm Beach County (County) has designed the realignment of Half Mile Road from Brook Isles Avenue to north of Atlantic Avenue; and

WHEREAS, the County has requested that the intersection improvements at Half Mile Road and Atlantic Avenue (County Project) be included in the FDOT Project; and

WHEREAS, the FDOT has requested that the County enter into a Local Funding Agreement (LFA) and the Three Party Escrow Agreement (TPEA), outlining the responsibilities of the FDOT and the County with respect to the funding for the County Project; and

WHEREAS, through these agreements, the County will provide the FDOT with funding for the construction and construction engineering inspection (CEI) for the County Project; and

WHEREAS, the LFA and the TPEA may require an extension of time, a modification to the funding or scope to complete the County Project; and

WHEREAS, the Board of County Commissioners has determined that delegation of signatory authority to the County Administrator, or designee, on additional forms, certifications, contracts/agreements, amendments, and any other necessary documents related to the Project's Grant and TPEA that do not substantially change the scope of work, terms or conditions of the Grant or TPEA is 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:

1. the County Administrator or designee is hereby authorized to sign all future forms, certifications, contracts/agreements, amendments, and any other necessary documents necessary for the implementation of the Grant that do not substantially change the scope of work, terms or conditions of the Grant or the TPEA:
2. The recitations set forth herein above are true, accurate and correct and are incorporated herein.
3. 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:

District 1:	Maria G. Marino	_____
District 2:	Gregg K. Weiss	_____
District 3:	Michael A. Barnett	_____
District 4:	Marci Woodward	_____
District 5:	Maria Sachs	_____
District 6:	Sara Baxter	_____
District 7:	Mack Bernard	_____

The Mayor thereupon declared the Resolution duly passed and adopted this ____ day of _____, 20 ____.

PALM BEACH COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF
FLORIDA, BY AND THROUGH ITS
BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

JOSEPH ABRUZZO, CLERK OF THE
CIRCUIT COURT & COMPTROLLER

By: _____
Assistant County Attorney

By: _____
Deputy Clerk

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Division Director

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