Agenda Item # 3-C-3

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date:	**December 1, 2026**	**[X]**	**Consent**	**[ ]**	**Regular**
		[ ]	**Workshop**	**[ ]**	**Public Hearing**
Department:	**Engineering and Public Works**				
Submitted For:	**Roadway Production Division**				

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) approve a Memorandum of Agreement (MOA) with the State of Florida Department of Transportation, Florida's Turnpike Enterprise, an executive agency of the State of Florida (Department) for the construction of the Yamato Road Bridge and Turnpike Bridge over Clint Moore Road (Department Project) and Yamato Road from west of Lakeridge Boulevard to east of Gatehouse Drive (County Project);

B) approve a Locally Funded Agreement (LFA) in the amount of $12,879,928 with the Department for construction and construction engineering inspection (CEI) of the County Project;

C) approve a three-party escrow agreement with the Department and the State of Florida Department of Financial Services, Division of Treasury, to establish an escrow account for the construction and CEI of the County Project; and

D) delegate to the County Administrator or designee, the authority to sign additional forms, certifications, contracts/agreements and amendments thereto, and any other necessary documents related to the LFA, all of which documents do not substantially change the scope of work, terms or conditions of the LFA.

Summary: Approval of the MOA is required by the Department to construct the Department Project and the County Project within Palm Beach County (County) owned right-of-way on Yamato Road and Clint Moore Road. The Department will widen Florida's Turnpike from Glades Road to the Lake Worth Drainage District's L-38 Canal. The Department Project will replace the County's Yamato Road bridge over the Turnpike, replace the street lighting, and perform milling and resurfacing of the County's Clint Moore Road. The County Project has been designed and permitted to widen Yamato Road from 4-lanes to 6-lanes, and to upgrade the traffic signals at the Lakeridge Boulevard, Lyons Road, and Gatehouse Boulevard intersections. The Department has agreed to construct the County Project with the Department Project. Construction of the Department Project will be funded entirely by the Department, and the County Project will be funded by the County. The County will own and maintain both the Department Project and County Project when construction is complete. **(Continued on Page 3)**

Background and Justification: The Engineering and Public Works Department has determined that the MOA and LFA are beneficial to the County.

Attachments:
1. Location Map
2. Memorandum of Agreement (3)
3. Local Funding Agreement (3)
4. Three-Party Escrow Agreement (3)

Recommended by: Joanne M. Koch FOR — 11/10/2026
YBH/TEL — County Engineer — Date

Approved By: — 11/18/26
Chief Deputy County Administrator — Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2027	2028	2029	2030	2031
Capital Expenditures	$12,879,928	-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	$12,879,928	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	-0-	-0-	-0-	-0-	-0-

Is Item Included in Current Budget? Yes ☑ No ☐
Is this item using Federal Funds? Yes ☐ No ☑
Is this item using State Funds? Yes ☐ No ☑

Budget Account No:

Fund	Dept	Unit	Object	
3500	361	1526	6551	$3,735,000.00
3505	361	1526	6551	$8,181,928.00
3545	361	1526	6551	$ 963,000.00

Recommended Sources of Funds/Summary of Fiscal Impact:
Transportation Improvmt Fund / Yamato Rd, Lakeridge Blvd to W of Florida's Turnpike
Road Impact Fee Zone 5 / Yamato Rd, Lakeridge Blvd to W of Florida's Turnpike
Proportionate Share Fund - Zone 5 / Yamato Rd, Lakeridge Blvd to W of Florida's Turnpike

Brief Description:
Locally Funded Agreement with FDOT for Turnpike/FDOT to administer Construction and CEI of Palm Beach County s Yamato Rd Improvement Project.

Impact Fee: This project will widen Yamato Road from west of Lakeridge Boulevard to east of Long Lake Drive from its existing 4-lanes to a 6-lanes divided roadway to provide additional roadway capacity to serve new development within Impact Fee Zone 5. Use of Impact Fees is in accordance with Article 13, Chapter A, Section 9, and Chapter H, Section 4 of the ULDC. Robyn Lawrence Digitally signed by Robyn Lawrence Date: 2026.11.10 08:47:35 -05'00'

C. Departmental Fiscal Review: Danny Randolph

III. REVIEW COMMENTS

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

11/10/26
OFMB

JA 11/10
AH 11/10

Contract Dev. and Control 11/14/26

B. Approved as to Form and Legal Sufficiency:

11/26/26
Assistant County Attorney

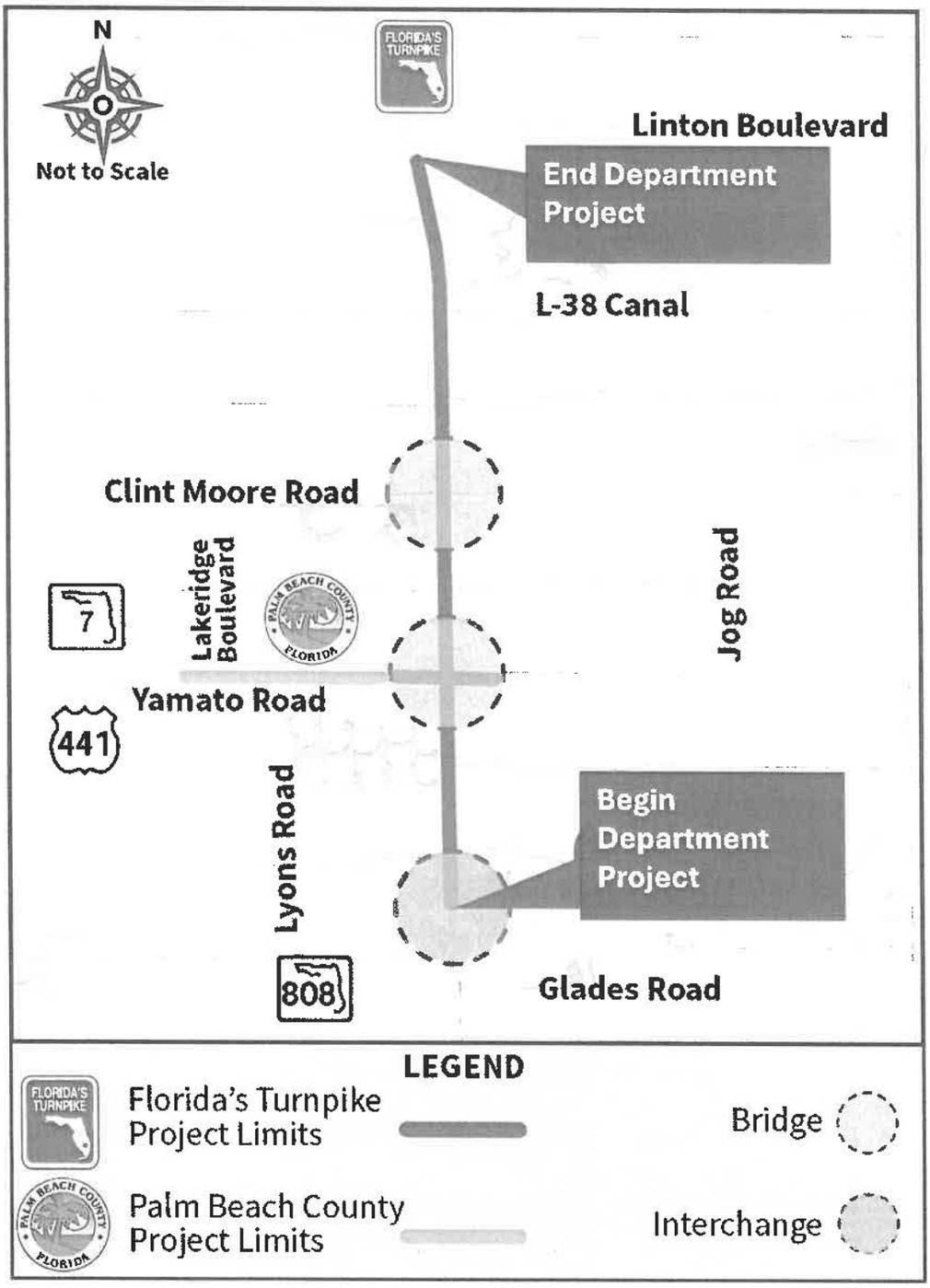
C. Other Department Review:

Department Director

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

Summary (Continued from Page 1): Approval of the LFA will allow the County to pay the Department to construct the County Project and provide CEI services in accordance with Section 163.01, Florida Statutes. Due to the direct proximity of the Department Project to the County Project, the Department has agreed to administer the construction and CEI of the County Project, and the County has agreed to pay the Department $12,879,928 to complete the County Project. Approval of the escrow agreement will allow County funds to be deposited into an escrow account that has been established by the Department for the County Project. The delegation of authority will allow the County Administrator or designee to sign additional forms, and approve amendments to the LFA on behalf of the BCC, after approval of legal sufficiency by the County Attorney's Office. District 4 (YBH)

PROJECT LOCATION MAP



ATTACHMENT 1

MEMORANDUM OF AGREEMENT
BETWEEN
FLORIDA DEPARTMENT OF TRANSPORTATION
FLORIDA'S TURNPIKE ENTERPRISE
AND
PALM BEACH COUNTY, FLORIDA
FOR
YAMATO ROAD BRIDGE, YAMATO ROAD WIDENING, AND TURNPIKE BRIDGE OVER CLINT MOORE ROAD, CONSTRUCTION, MAINTENANCE, OPERATION AND OWNERSHIP

This MEMORANDUM OF AGREEMENT (hereinafter "MOA") is made and entered into by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA'S TURNPIKE ENTERPRISE, an executive agency of the State of Florida (hereinafter the "DEPARTMENT"), with headquarters located at Mile Post 263, Building 5315, Post Office Box 613069, Ocoee, Florida, 34761, and PALM BEACH COUNTY, a political subdivision of the State of Florida by and through its Board of County Commissioners (hereinafter the "COUNTY"), with principal place of business located at 301 North Olive Avenue, West Palm Beach, Florida 33401 (the DEPARTMENT and the COUNTY may be referred to individually as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, DEPARTMENT is authorized by Section 334.044, Florida Statutes, to coordinate the planning, development, and operation of the State Highway System; and

WHEREAS, DEPARTMENT is authorized under Section 338.2216, Florida Statutes, to plan, develop, own, purchase, lease, or otherwise acquire, demolish, construct, improve, relocate, equip, repair, maintain, operate, and manage the Turnpike System; and to cooperate, coordinate, partner, and contract with other entities, public and private, to accomplish these purposes; and

WHEREAS, DEPARTMENT proposes to widen DEPARTMENT's Turnpike (State Road 91) (hereinafter "TURNPIKE") from north of Glades Road to north of the L-38 Canal, as described in the DEPARTMENT's Five-Year Adopted Work Program as Financial Project Number (FPN) 417132-1-52-01 (hereinafter "PROJECT-1"), which will include without limitation, roadway widening, new bridge structures, bridge widenings, ramp widenings, traffic control plan, MSE walls, retaining walls, noise walls, guardrails, barriers, cross drain replacements/extensions, drainage pipes, drainage structures, stormwater management facilities, fence, signs, roadway lighting, intelligent transportation system adjustments, traffic signals, electronic tolling infrastructure, temporary works, utility adjustments and earthwork; and the COUNTY's FiveYear Road Program includes widening of Yamato Road from west of Lakeridge Boulevard to east of Gatehouse Drive, as described in the COUNTY's Five -Year Road Program as Project Number 2017518 and

as described in the DEPARTMENT's Five-Year Adopted Work Program as FPN 417132-2-52-01 (hereinafter "PROJECT-2"). (PROJECT-1 and PROJECT-2 may be referred to collectively in this MOA as the "PROJECTS").

WHEREAS, the COUNTY owns and maintains the existing bridge, which conveys Yamato Road over the TURNPIKE (hereinafter "YAMATO ROAD BRIDGE"); and

WHEREAS, the DEPARTMENT owns and maintains the existing bridge, which conveys the TURNPIKE over Clint Moore Road (hereinafter "TURNPIKE BRIDGE"); and

WHEREAS, PROJECT-1 will include the following work by the DEPARTMENT: 1) in-kind replacement of the YAMATO ROAD BRIDGE as shown in Exhibit "A"; and 2) roadway reconstruction and re-alignment along Yamato Road as shown in Exhibit "A"; and 3) roadway widening of the TURNPIKE under YAMATO ROAD BRIDGE as shown in Exhibit "A"; and

WHEREAS, PROJECT-1 will include the bridge widening and replacement by the DEPARTMENT of the existing TURNPIKE BRIDGE number 931000 which will become bridge number 931022 as shown in Exhibit "A"; and

WHEREAS, PROJECT-1 will include roadway resurfacing and re-alignment along Clint Moore Road under TURNPIKE BRIDGE, as shown in Exhibit "A"; and

WHEREAS, DEPARTMENT is responsible for all design, permitting, and construction costs attributable to the YAMATO ROAD BRIDGE and TURNPIKE BRIDGE completed by DEPARTMENT as part of the PROJECT-1; and

WHEREAS, PROJECT-2 will include the COUNTY's roadway widening of the existing Yamato Road; and

WHEREAS, COUNTY is responsible for all design, permitting, construction, and Construction Engineering and Inspection (CEI) costs attributable to PROJECT-2 in accordance with the terms of the Locally Funded Agreement; and

WHEREAS, the DEPARTMENT will procure construction services for the PROJECTS in accordance with the procurement processes available to the DEPARTMENT, it being understood by the Parties that the DEPARTMENT will let PROJECT-1 and PROJECT-2 to a single construction contract; and

WHEREAS, the County shall pay for the costs of PROJECT-2 in accordance with the terms of the Locally Funded Agreement ("Local Share" defined in Section 3.p., below); and

WHEREAS, COUNTY acknowledges and agrees that construction of the PROJECTS will partially occur in COUNTY right-of-way, and COUNTY hereby permits

DEPARTMENT and its contractors and assigns, to enter its right-of-way for such purpose; and

WHEREAS, upon completion of the PROJECTS, the improvements of the PROJECTS shall be owned and maintained by the Parties, as provided in this MOA.

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the mutual promises and covenants hereinafter set forth, and other good and sufficient consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereby mutually agree as follows:

1. Each of the above recitals is true and correct to the best of the knowledge, information, and belief of the Parties, and they form a material part of this MOA upon which the Parties have relied.

2. Upon the Effective Date of this MOA, DEPARTMENT and its contractors are authorized to enter COUNTY's right-of-way, including any other real property and real property rights owned, leased, licensed, possessed, or otherwise controlled by COUNTY, to perform all activities necessary for the construction of the PROJECTS.

3. Obligations of the Parties regarding the PROJECTS are set forth as follows:

As to DEPARTMENT:

a. DEPARTMENT has prepared construction design plans for PROJECT-1 and will obtain all applicable agency permits at its own cost. DEPARTMENT shall fund all construction costs attributable to the YAMATO ROAD BRIDGE and TURNPIKE BRIDGE replacements completed by DEPARTMENT as part of PROJECT-1.

b. In the event that there is any change, deviation, revision, correction or any alteration/change from the PROJECT-1 construction design plans reviewed by COUNTY that require a plan revision per the FDOT Design Manual which change occurs within COUNTY right-of-way or COUNTY maintained facilities, DEPARTMENT shall coordinate said plan change with COUNTY and obtain COUNTY approval of change, approval of which shall not be unreasonably withheld. The DEPARTMENT will utilize the Electronic Review Comments ("ERC") system for all plan reviews and approvals.

c. The DEPARTMENT's construction project manager shall coordinate with and provide notice to the COUNTY's construction project manager to attend construction meetings throughout the construction phase of the PROJECTS.

d. DEPARTMENT shall be responsible for permit compliance during construction of the PROJECTS. Upon completion and final acceptance of the PROJECTS by DEPARTMENT, the DEPARTMENT will transfer to COUNTY, any current permits that are associated with the YAMATO ROAD BRIDGE, Yamato Road, Clint Moore Road, and COUNTY roadway improvements.

e. DEPARTMENT shall include the following paragraph as part of, and in addition to the other terms in Subarticle 7-13.2 of the Standard Specifications for Road and Bridge Construction, Division 1, General Requirements and Covenants (January 2026), as amended, applicable to the PROJECTS:

"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."

f. DEPARTMENT will procure a CEI firm that will be responsible for managing the construction of the PROJECTS. DEPARTMENT will provide inspection oversight for PROJECT-1 at no expense to COUNTY. The DEPARTMENT will utilize the COUNTY's Local Share to pay for the costs of CEI of PROJECT-2 in accordance with the terms of the Locally Funded Agreement.

g. DEPARTMENT will notify COUNTY in writing and invite COUNTY to attend the semi-final inspection prior to completion and final acceptance of the PROJECTS by DEPARTMENT.

h. Upon completion and final acceptance of the PROJECTS by DEPARTMENT, the DEPARTMENT will furnish COUNTY with final construction as-builts, permits, and any shop drawings related to the YAMATO ROAD BRIDGE, Yamato Road, TURNPIKE BRIDGE and its approaches, and any improvements within COUNTY right-of-way.

i. Upon completion and final acceptance of the PROJECTS by DEPARTMENT, the DEPARTMENT will continue to own and maintain the following as it relates to YAMATO ROAD BRIDGE:

1) All grass areas within DEPARTMENT right-of-way;

2) The guardrails and other safety features protecting the YAMATO ROAD BRIDGE piers within DEPARTMENT right-of-way;

3) All roadway features, pavement striping and safety devices on the TURNPIKE within DEPARTMENT right-of-way;

4) All underdeck lighting on DEPARTMENT circuits.

j. Upon completion and final acceptance of the PROJECTS by DEPARTMENT, the DEPARTMENT hereby agrees to provide the following items to COUNTY in the event of a traffic impact to YAMATO ROAD BRIDGE that is caused by a vehicle traveling on the TURNPIKE:

1) Promptly notify COUNTY of any traffic related incident involving the YAMATO ROAD BRIDGE that DEPARTMENT is informed of;

2) Provide traffic control, as required, for damage assessment of the YAMATO ROAD BRIDGE;

3) To the extent permitted by law, including, but not limited to DEPARTMENT's sovereign immunity, legal defenses, and Florida's Turnpike Enterprise's Turnpike System bond resolutions, DEPARTMENT will otherwise cooperate with COUNTY in providing information relative to any COUNTY insurance claim for damage to the YAMATO ROAD BRIDGE that occurs as a result of a traffic incident on the TURNPIKE.

k. Upon completion and final acceptance of the PROJECTS by DEPARTMENT, the DEPARTMENT will own, operate, and maintain the TURNPIKE BRIDGE in accordance with the terms and provisions of this MOA. DEPARTMENT shall notify COUNTY at least 48 hours (two working days) prior to performing any inspections or routine or periodic maintenance that may be required on portions of the TURNPIKE BRIDGE within COUNTY's right-of-way. DEPARTMENT shall maintain the TURNPIKE BRIDGE to protect and prevent any hazards from occurring to the public traveling below the TURNPIKE BRIDGE. It shall be DEPARTMENT's responsibility to monitor, inspect and maintain the structural integrity of the TURNPIKE BRIDGE. DEPARTMENT shall ensure that the TURNPIKE BRIDGE is inspected in accordance with Section 335.074, Florida Statutes and DEPARTMENT procedure for "Bridge and Other Structures Inspection and Reporting" (Topic No. 850-010-030). In the event that TURNPIKE BRIDGE deficiencies come to the attention of COUNTY and which, after reasonable notice to DEPARTMENT, the DEPARTMENT fails to correct, such failure to correct may be deemed grounds for termination of this MOA and may result in COUNTY correcting such deficiencies. DEPARTMENT agrees to reimburse COUNTY for the cost of repairs to the TURNPIKE BRIDGE.

l. Upon completion and final acceptance of the PROJECTS by DEPARTMENT, the DEPARTMENT will continue to own and maintain the following as it relates to TURNPIKE BRIDGE:

1) All grass areas within DEPARTMENT right-of-way;

2) The guardrails and other safety features protecting the TURNPIKE BRIDGE piers within DEPARTMENT right-of-way;

3) All roadway features, pavement striping and safety devices on the TURNPIKE within DEPARTMENT right-of-way;

4) Retaining walls and concrete barrier walls under the TURNPIKE BRIDGE within DEPARTMENT right-of-way;

5) All underdeck lighting on DEPARTMENT circuits.

As to COUNTY:

m. COUNTY has reviewed and approved the PROJECT-1 and PROJECT-2 construction design plans.

n. Any Lake Worth Drainage District (LWDD) and South Florida Water Management District (SFWMD) permit conditions related to the YAMATO ROAD BRIDGE, or other PROJECTS work within COUNTY rights-of-way, that remain in effect after completion and final acceptance of the PROJECTS by DEPARTMENT, including, permit conditions that apply to the operation and maintenance of COUNTY right-of-way, will remain with COUNTY.

o. CCOUNTY's maintenance or operations of the YAMATO ROAD BRIDGE and Clint Moore Road shall not interfere with the rights of ingress and egress of Florida Gas Transmission (FGT) over or through the gas lines located under YAMATO ROAD BRIDGE or Clint Moore Road within the specified width, nor shall such activities reduce the cover over any FGT facilities; see Exhibit "B", attached hereto and incorporated by reference.

p. Pursuant to the terms of the Locally Funded Agreement to be entered into between the DEPARTMENT and the COUNTY contemporaneous with this MOA, the COUNTY shall contribute the "Local Share" (as that term is defined in the Locally Funded Agreement), which will constitute the funding to be provided by the COUNTY for PROJECT-2. Timely performance by the COUNTY of its obligation to contribute the Local Share to the DEPARTMENT is a material condition to the DEPARTMENT's performance under this MOA. If the COUNTY fails to timely contribute the Local Share to the DEPARTMENT in accordance with the terms of the Locally Funded Agreement, the DEPARTMENT may terminate this MOA, which termination shall only be effective if the COUNTY has failed to contribute the Local Share to the DEPARTMENT in accordance with the

terms of the Locally Funded Agreement within thirty (30) calendar days after the DEPARTMENT's notice of termination.

q. The COUNTY has prepared construction design plans for PROJECT-2, which are on file with both the COUNTY and the DEPARTMENT. PROJECT-2 generally includes, among other things, widening of Yamato Road from just west of Lakeridge Boulevard to east of Gatehouse Drive. The COUNTY shall provide construction design plans for PROJECT-2 to the DEPARTMENT a minimum of thirty (30) calendar days prior to the advertisement date to support the construction advertisement of the PROJECTS.

r. The COUNTY will provide all necessary documentation required for plans processing as set forth in the most current version of the Florida Department of Transportation Design Manual, specifically, Section 131.1.1(4) and Section 131.1.1(6) for PROJECT-2.

s. The COUNTY will obtain, at its own expense, all applicable regulatory permits required for PROJECT-2.

t. The COUNTY will assist and support the DEPARTMENT during all phases of the PROJECTS in coordinating with permitting agencies to address environmental mitigation and secure environmental clearances (including removal of existing conservation easements and permit maintenance and operation responsibilities) associated with the acquisition and/or transfer of rights-of-way needed for the PROJECTS.

u. Upon completion and final acceptance of the PROJECTS by DEPARTMENT, the COUNTY will continue to own and maintain the following as it relates to the TURNPIKE BRIDGE:

   1) All grass areas within COUNTY right-of-way;

   2) All roadway features, pavement striping and safety devices on Clint Moore Road within PROJECTS limits;

   3) All underdeck lighting on COUNTY circuits.

v. Upon completion and final acceptance of the PROJECTS by DEPARTMENT, the COUNTY hereby agrees to provide the following items to the DEPARTMENT in the event of a traffic impact to TURNPIKE BRIDGE that is caused by a vehicle traveling on Clint Moore Road:

   1) Promptly notify DEPARTMENT of any traffic related incident involving the TURNPIKE BRIDGE that COUNTY is informed of;

2) Provide traffic control for damage assessment and repair work to the TURNPIKE BRIDGE;

3) To the extent permitted by law, including, but not limited to COUNTY's sovereign immunity, and legal defenses, COUNTY will otherwise cooperate with DEPARTMENT in providing information relative to any DEPARTMENT insurance claim for damage to the TURNPIKE BRIDGE that occurs as a result of a traffic incident on Clint Moore Road.

w. Upon completion and final acceptance of PROJECT-1 by DEPARTMENT, the COUNTY will own, operate, and maintain the YAMATO ROAD BRIDGE in accordance with the terms and provisions of this MOA. COUNTY shall notify the Florida's Turnpike Enterprise's Permits Office at least 48 hours (two working days) prior to performing any inspections or routine or periodic maintenance that may be required on portions of the YAMATO ROAD BRIDGE within DEPARTMENT's right-of-way. Florida's Turnpike Enterprise's Permits Office will review the work and traffic control plan for compliance with DEPARTMENT Standards and Specifications. COUNTY shall maintain the YAMATO ROAD BRIDGE to protect and prevent any hazards from occurring to the public traveling below the YAMATO ROAD BRIDGE. It shall be COUNTY's responsibility to monitor, inspect and maintain the aesthetics and structural integrity of the YAMATO ROAD BRIDGE. COUNTY shall ensure that the YAMATO ROAD BRIDGE is inspected in accordance with Section 335.074, Florida Statutes and DEPARTMENT procedure for "Bridge and Other Structures Inspection and Reporting" (Topic No. 850-010-030). In the event that YAMATO ROAD BRIDGE deficiencies come to the attention of DEPARTMENT and which, after reasonable notice to COUNTY, COUNTY fails to correct, such failure to correct may be deemed grounds for termination of this MOA and may result in DEPARTMENT correcting such deficiencies. COUNTY agrees to reimburse DEPARTMENT for the cost of repairs to the YAMATO ROAD BRIDGE.

x. COUNTY shall execute all necessary agreements to effectuate the complete transfer to COUNTY of ownership, operation, and maintenance of the YAMATO ROAD BRIDGE, including, but not limited to bridge transfer agreements, right-of-way agreements, construction agreements, operations agreements, maintenance agreements, and permits.

4. The DEPARTMENT and the COUNTY consent to and agree to terminate any previous agreements that may exist for YAMATO ROAD BRIDGE, Yamato Road, and TURNPIKE BRIDGE, effective upon completion and final acceptance of the PROJECTS by DEPARTMENT.

5. This MOA constitutes the entire agreement of the Parties pertaining to the PROJECTS and supersedes all prior negotiations and discussions of the Parties,

whether oral or written. No waiver, modification, or amendment of the terms of this MOA will be valid unless in writing and signed by each of the Parties hereto.

6. This MOA shall be construed and enforced in accordance with the laws of the State of Florida. The Parties agree that venue shall lie in Leon County, Florida.

7. This MOA is not intended for the benefit of third-parties.

8. No provision of this MOA shall be construed against or interpreted to the disadvantage of either Party by any court or other governmental entity by reason of such Party's having or being deemed to have prepared or participated in the preparation of this MOA.

9. This MOA shall be binding upon each of the Parties hereto, together with their representatives, successors, and assigns. Neither Party shall assign this MOA or the rights and obligations hereunder to any other person or firm without the prior written consent of both Parties hereto.

10. All notices or other communications by or between the Parties that may be due or required shall be sufficient if given by hand delivery, or mailed by first class mail, or by registered or certified mail, return receipt requested, or by overnight courier service, return receipt requested to the following addresses:

As to DEPARTMENT:

Turnpike District Maintenance Engineer
Post Office Box 9828
Fort Lauderdale, Florida 33310

With a copy to:

Office of the Turnpike General Counsel
Post Office Box 613069
Ocoee, Florida 34761

As to COUNTY:

Palm Beach County Department of Engineering and Public Works
Kathleen O. Farrell, P.E., Director, Roadway Production Division
2300 North Jog Road
3rd Floor West
West Palm Beach, Florida 33411

With a copy to:

Palm Beach County Attorney's Office
Yelizaveta B. Herman, Esquire
301 N. Olive Avenue, Suite 601
West Palm Beach, Florida 33401

11. This MOA may be executed by any number of counterparts, each of which when executed and delivered, shall constitute and be deemed an original, but all counterparts together shall constitute one and the same instrument.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this MOA effective as of the date last signed by a Party.

FOR DEPARTMENT:

FLORIDA DEPARTMENT OF TRANSPORTATION,
FLORIDA'S TURNPIKE ENTERPRISE

By: _____
Nicola Liquori
Executive Director and CEO
Florida's Turnpike Enterprise

Date: _____

Legal Review (Department)

_____

FOR COUNTY:

PALM BEACH COUNTY, a political subdivision
of the State of Florida, by and through its Board of County Commissioners

By: _____
Mayor

_____ Day of _____, 2026

ATTEST:
Yvette Drucker,
Clerk of the Circuit Court and Comptroller

By: _____
(Deputy Clerk)

Approved as to terms and conditions:

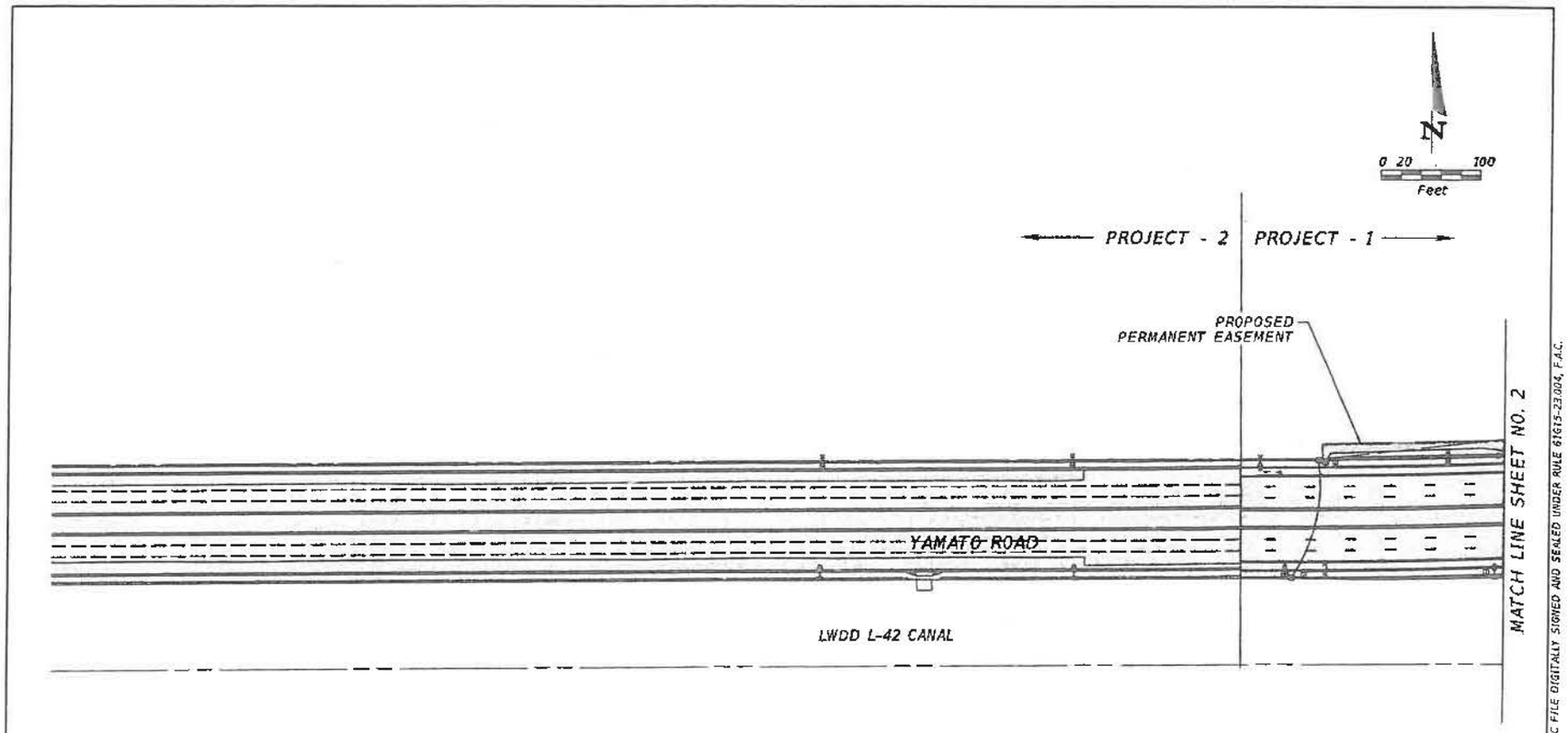
By: _____
Kathleen O. Farrell, P.E.
Roadway Production Director

Approved as to Form & Legal Sufficiency:

By: _____
Yelizaveta B. Herman
Assistant County Attorney

This MOA has been duly authorized and approved on _____ by Palm Beach County Resolution No. _____

EXHIBIT "A"



LEGEND

- - - - EXISTING RIGHT-OF-WAY

MAINTAINED BY COUNTY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BURT BALDO, P.E.
LICENSE NUMBER: 53120
KIMLEY HORN AND ASSOCIATES, INC.
2 ALHAMBRA PLAZA, SUITE 500
CORAL GABLES, FLORIDA 33134

EXHIBIT A

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

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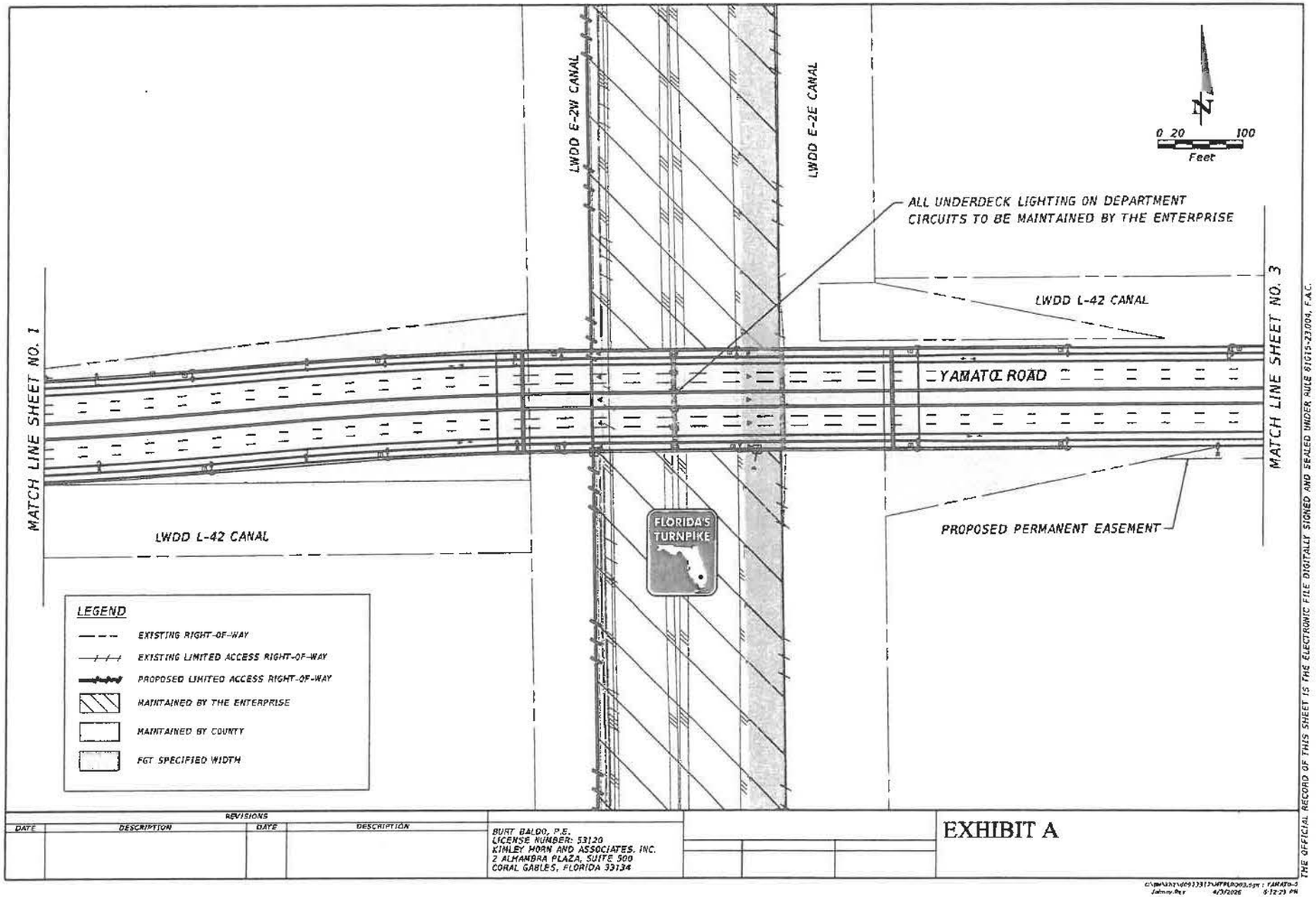
Johnny.Rey 4/9/2020 5:58:41 AM



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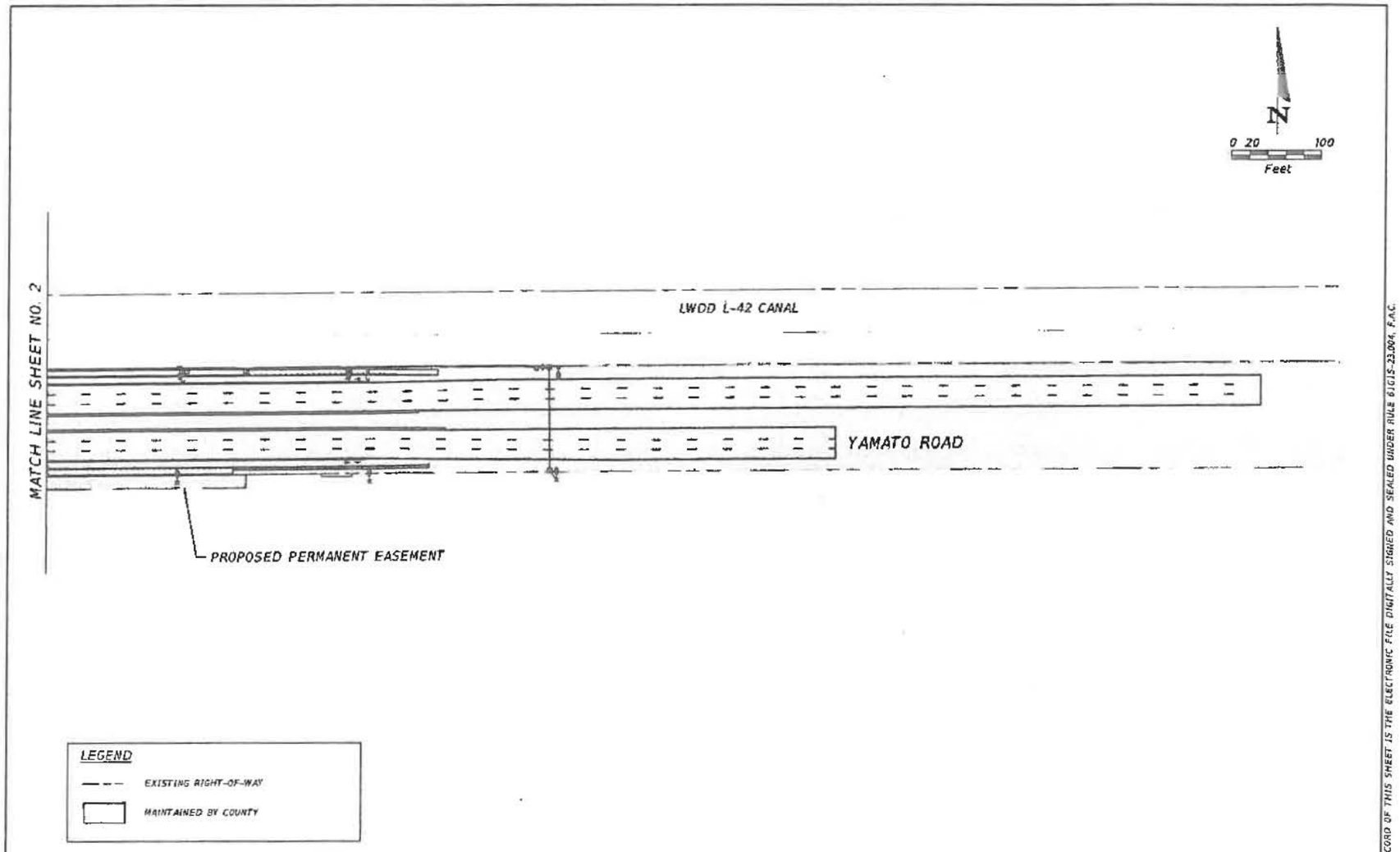

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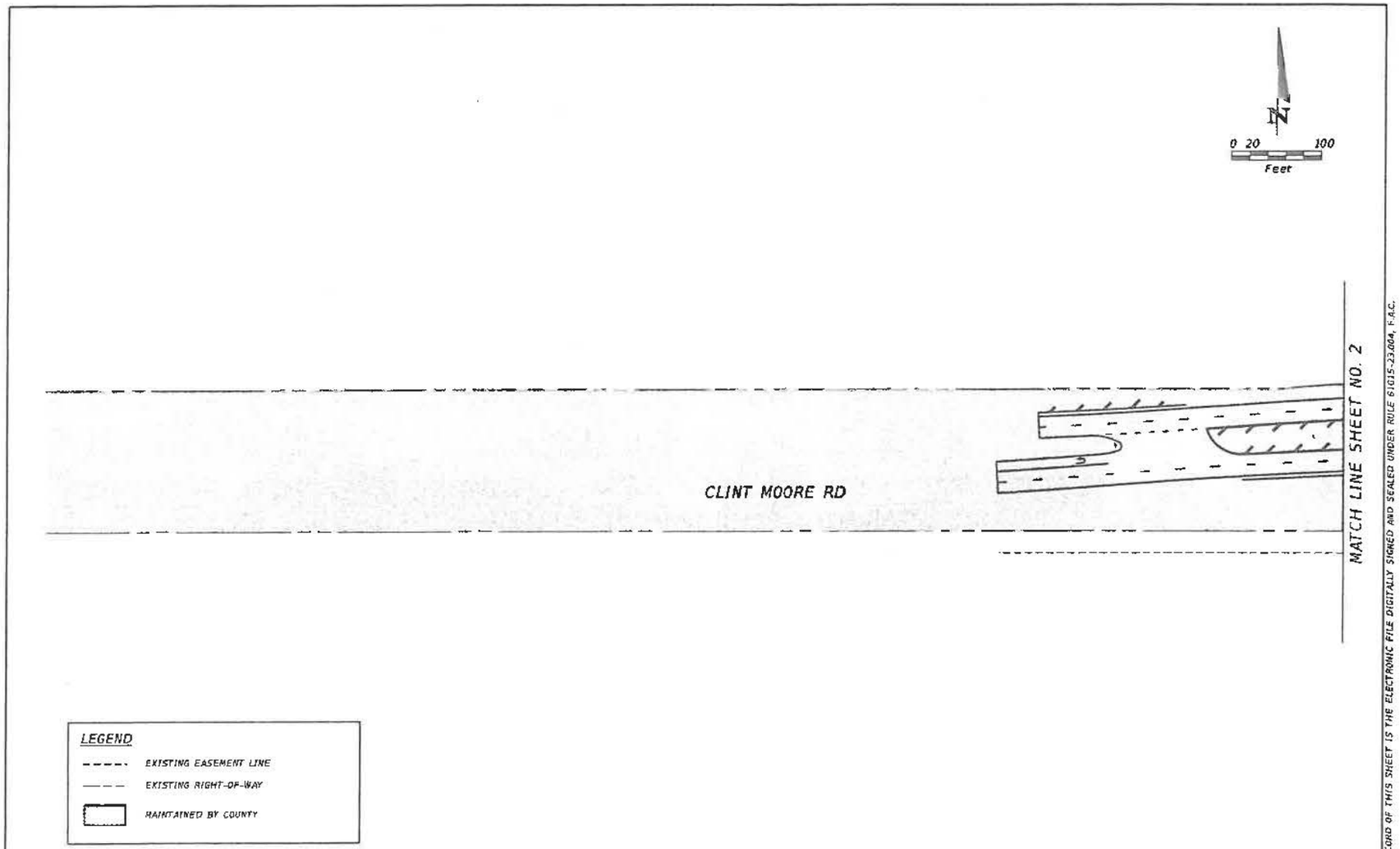

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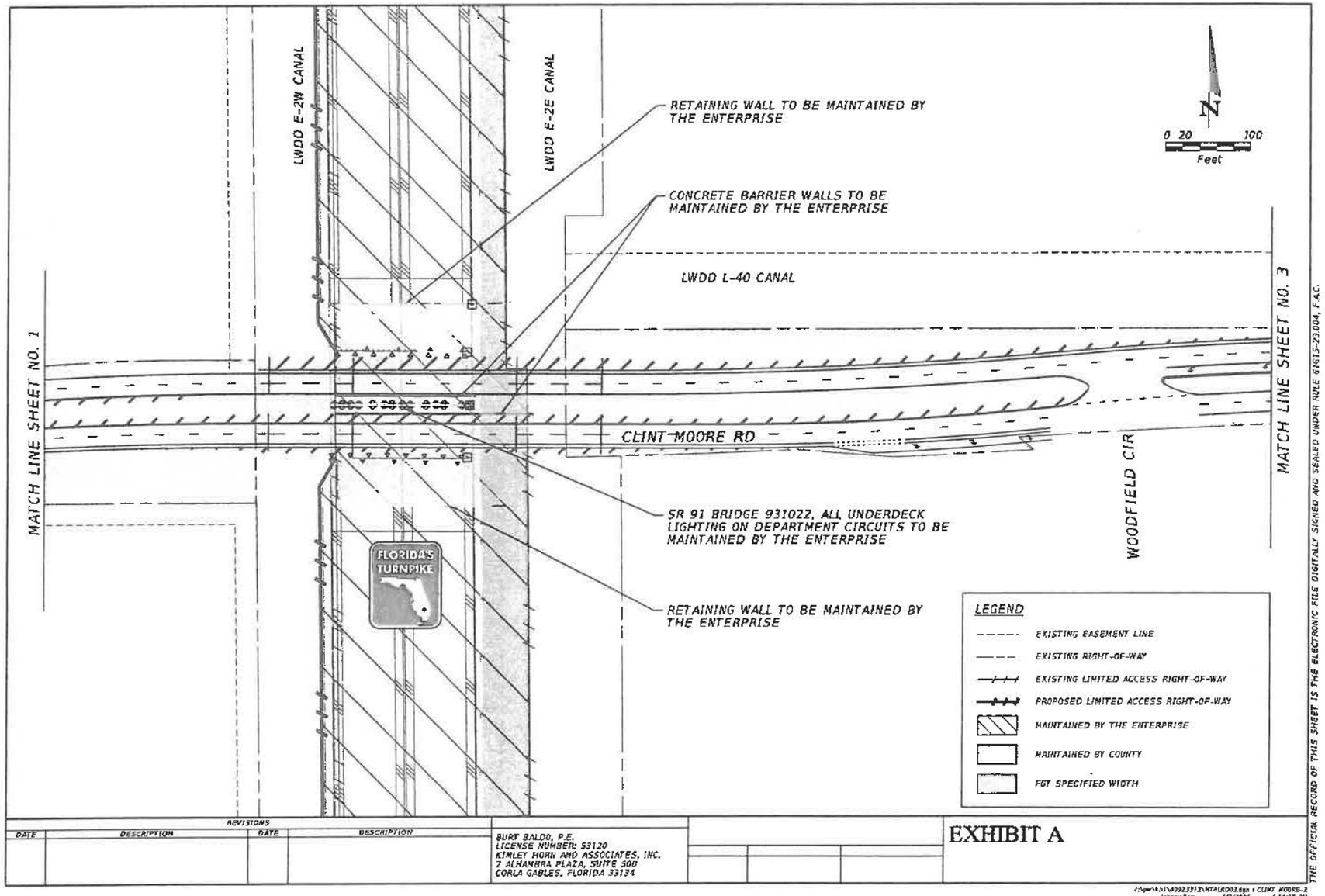
Daniel.Vera 4/2/2026 2:34:00 PM



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BURT BALDO, P.E.
LICENSE NUMBER: 53120
KIMLEY HORN AND ASSOCIATES, INC.
2 ALHAMBRA PLAZA, SUITE 500
CORLA GABLES, FLORIDA 33134

EXHIBIT A

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

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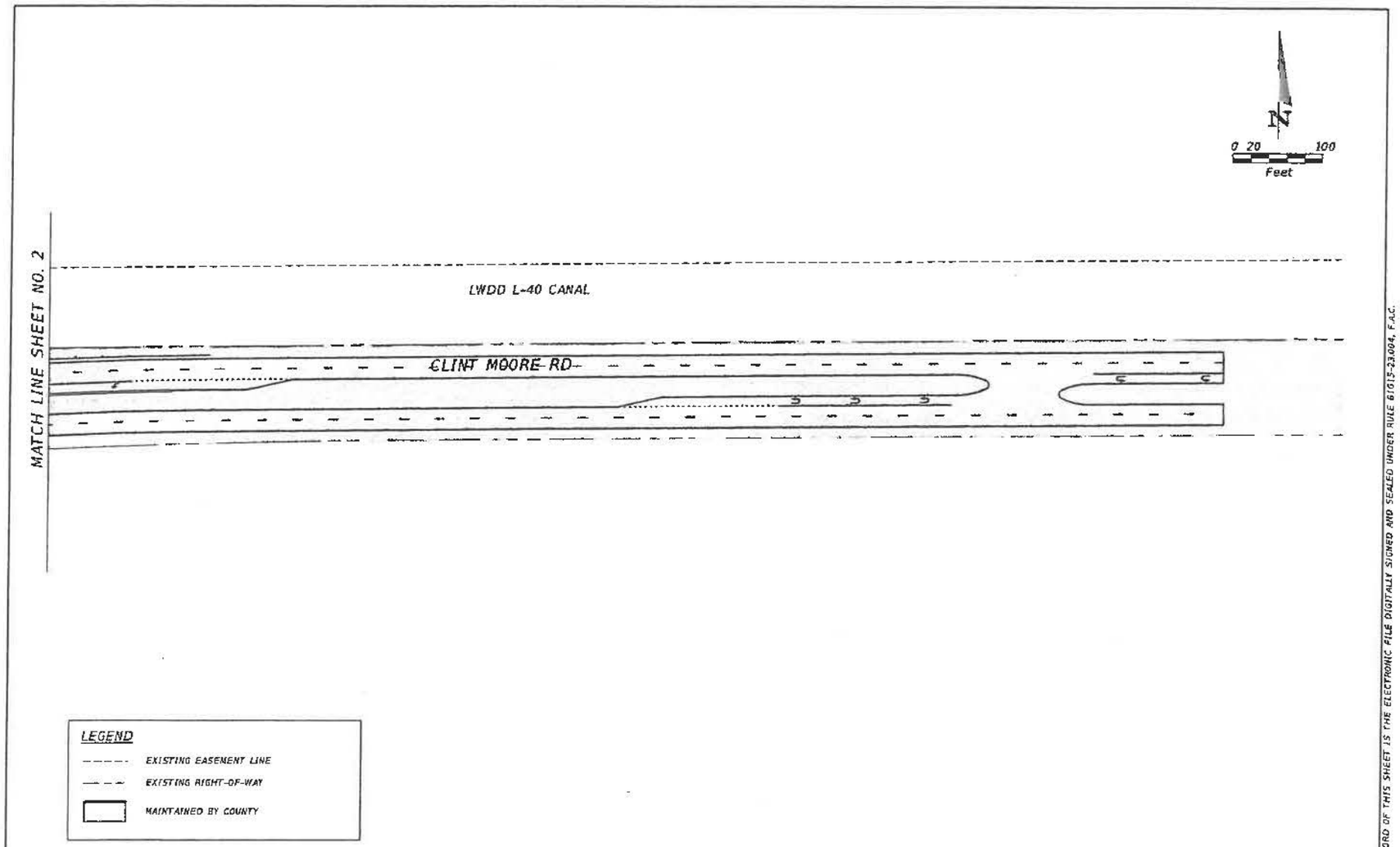

REVISIONS			
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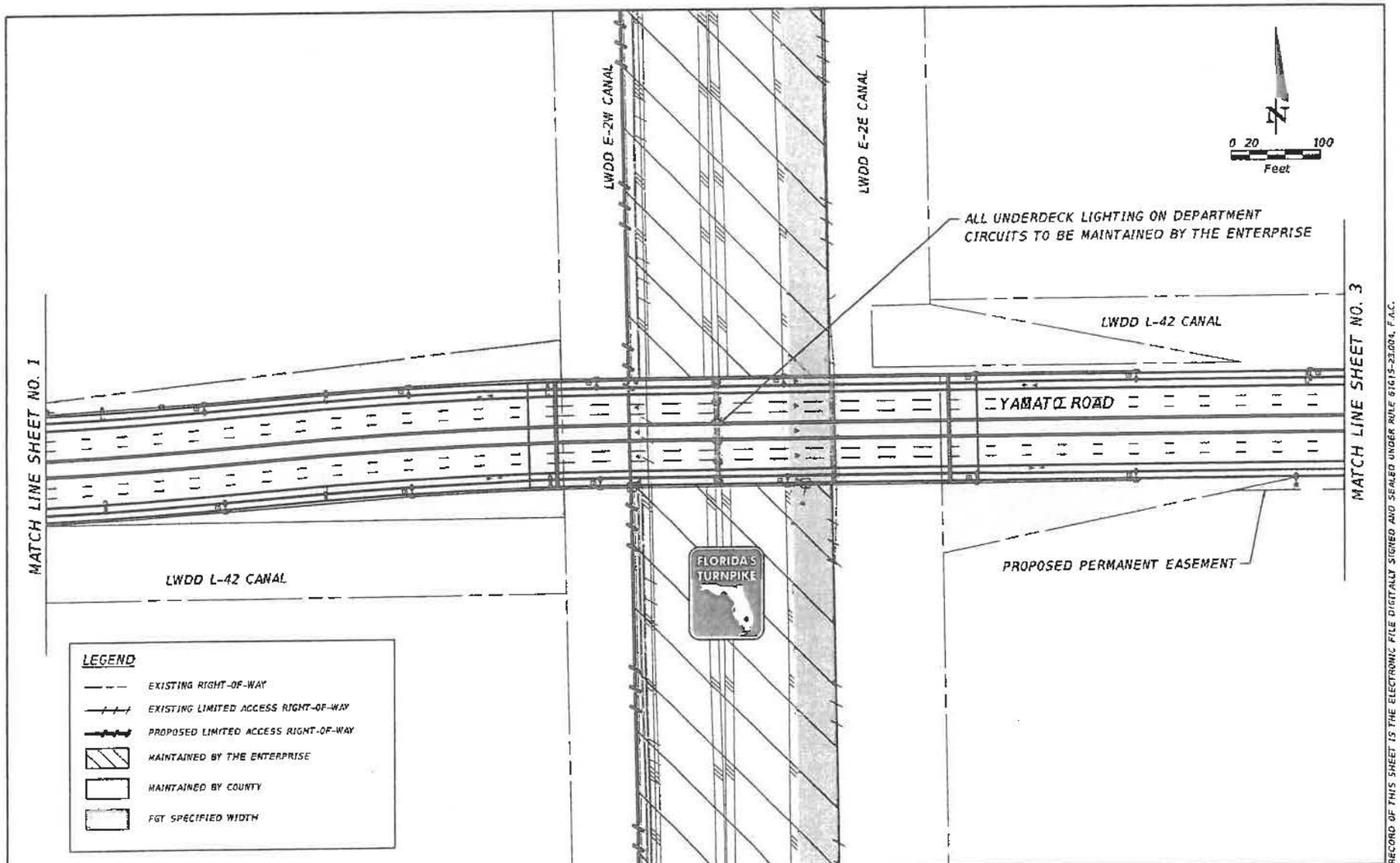
EXHIBIT "B"



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CORAL GABLES, FLORIDA 33134

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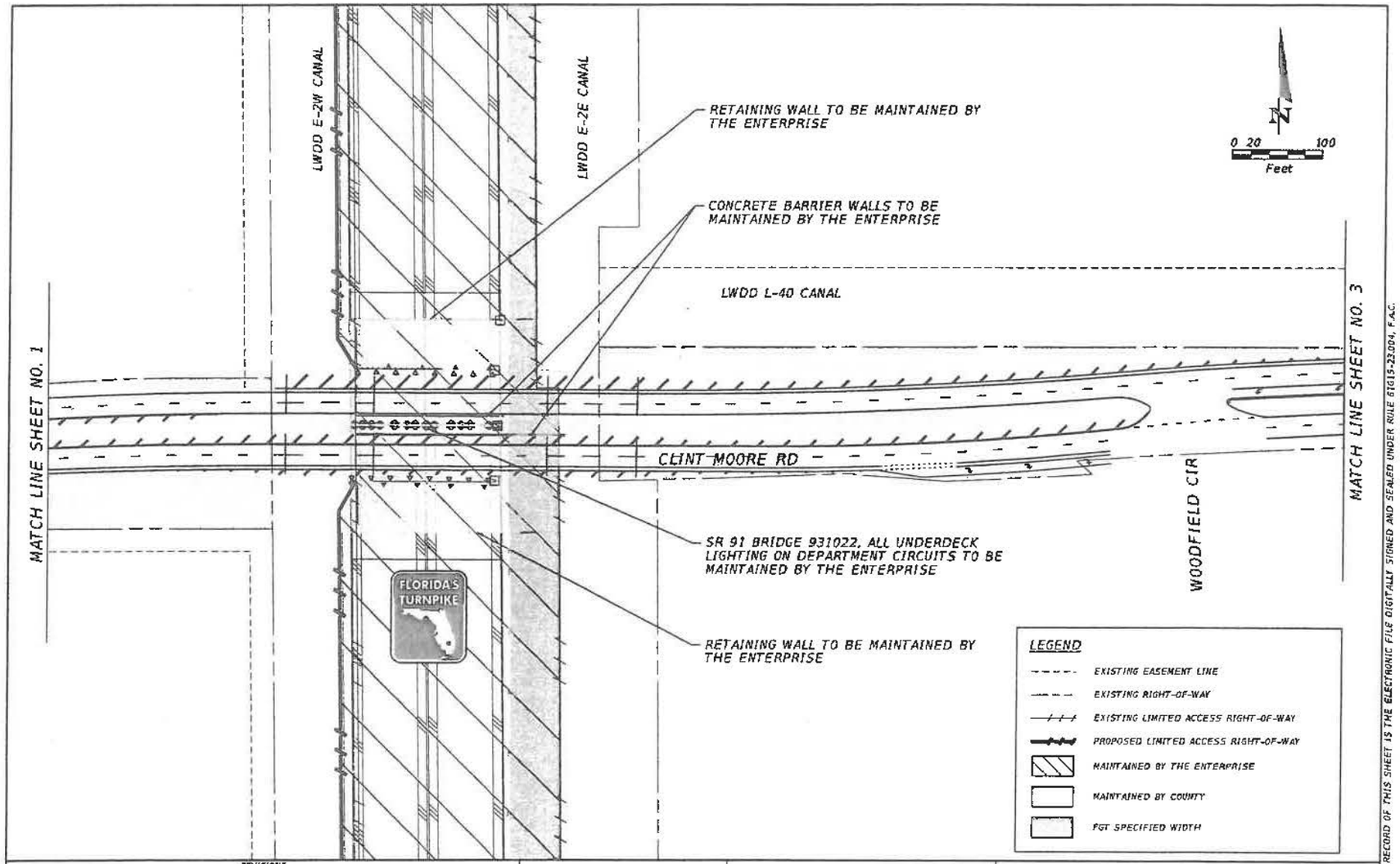

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LOCALLY FUNDED AGREEMENT

This LOCALLY FUNDED AGREEMENT ("AGREEMENT") is made and entered into by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA'S TURNPIKE ENTERPRISE, an executive agency of the State of Florida (the "DEPARTMENT"), and Palm Beach County, a political subdivision of the State of Florida (the "COUNTY") (the DEPARTMENT and the COUNTY may be individually referred to as a "Party" and collectively as the "Parties").

RECITALS

A. The DEPARTMENT is authorized to enter into agreements with governmental entities that wish to aid in any DEPARTMENT project or project phase in the DEPARTMENT's adopted work program in accordance with Section 339.12, Florida Statutes.

B. The DEPARTMENT proposes to widen DEPARTMENT's Turnpike (State Road 91) (hereinafter "TURNPIKE") from north of Glades Road to north of the L-38 Canal, as described in the DEPARTMENT's Five-Year Adopted Work Program as Financial Project Number (FPN) 417132-1-52-01 ("PROJECT-1"); and the DEPARTMENT proposes to widen COUNTY's Yamato Road from just west of Lakeridge Boulevard to east of Gatehouse Drive on COUNTY'S behalf, as described in the COUNTY's Five-Year Road Program as Project Number 2017518 and as described in the DEPARTMENT's Five-Year Adopted Work Program as FPN 417132-2-52-01 ("PROJECT-2"). (PROJECT-1 and PROJECT-2 may be referred to collectively in this AGREEMENT as the "PROJECTS").

C. The Parties have entered into that certain memorandum of agreement, of even date (the "PROJECT MOA"), pursuant to which, among other things, the COUNTY has agreed to provide funding specified herein for the PROJECT-2, the DEPARTMENT has agreed to administer the construction of the PROJECTS, and to memorialize the ownership, operations, and maintenance for the improvements to be constructed for the PROJECTS.

AGREEMENT

In consideration of the mutual covenants and promises contained in this AGREEMENT, the Parties agree that the Recitals are true, correct, and incorporated by reference herein, and further agree as follows:

SECTION 1
OBLIGATIONS OF THE DEPARTMENT

1.1 In accordance with the terms of the PROJECT MOA, the DEPARTMENT is responsible for the preparation of all construction design plans and specifications for PROJECT-1. Additionally, the DEPARTMENT will provide construction services and associated CEI services for the PROJECTS in

accordance with the procurement processes available to the DEPARTMENT, it being understood by the Parties that the DEPARTMENT will let PROJECT-1 and PROJECT-2 to a single construction contract. The limits of the PROJECTS are shown on Exhibit "A" to this AGREEMENT.

1.2 The DEPARTMENT will utilize the COUNTY's Local Share (defined in Section 2.3, below), Local Share to pay the costs of PROJECT-2 as set forth in Table 1 (Section 2.4, below) and Table 2 (Section 2.8, below).

SECTION 2
OBLIGATIONS OF THE COUNTY

2.1 In accordance with the terms of the PROJECT MOA, the COUNTY is responsible for preparation of all construction design plans and specifications, any right-of-way acquisition for PROJECT-2, and the contribution of the Local Share as defined in this AGREEMENT.

2.2 The DEPARTMENT anticipates advertising for bids on the construction contract for the PROJECTS on December 11, 2026. The DEPARTMENT may adjust the schedule of the PROJECTS as necessary and will provide reasonable notice to the COUNTY. Such adjustments shall not require an amendment to this AGREEMENT. The COUNTY shall not use any federal funds to provide COUNTY's Local Share to the DEPARTMENT.

2.3 The COUNTY agrees that it will, at least fourteen (14) calendar days prior to advertisement date, as noticed by the DEPARTMENT, for bids on the construction contract for the PROJECTS, furnish the DEPARTMENT an advance deposit in the amount of Twelve Million Eight Hundred Seventy-Nine Thousand Nine Hundred Twenty-Eight and 00/100 Dollars ($12,879,928.00) which will constitute the funding to be provided by the COUNTY for PROJECT-2 as set forth in this AGREEMENT (the "Local Share"). The COUNTY's Local Share is the sum of Table 1 (Section 2.4, below) and Table 2 (Section 2.8, below).

2.4 The portion of the Local Share as shown in Table 1 below represents the COUNTY's contribution for the full payment of the estimated construction cost for PROJECT-2 (the "Escrow Funding Portion"). The DEPARTMENT will utilize the Escrow Funding Portion, for payment of the construction costs for PROJECT-2.

Table 1
Escrow Funding Portion

Component	Project	Description	Responsible Party	Contribution Amount
Construction	417132-6-52-01 (County Project No. 2017518)	Construction cost for PROJECT-2	COUNTY	$11,439,964.00
Escrow Funding Portion of COUNTY's Local Share				**$11,439,964.00**

2.5 If the accepted bid amount relating to FPN 417132-2-52-01 ("PROJECT-2 Bid Amount") is in excess of the Escrow Funding Portion noted in Table 1 above, the DEPARTMENT'S project

manager shall notify the COUNTY Engineer in writing in order for the COUNTY to provide an additional deposit within thirty (30) calendar days of notification from the DEPARTMENT, so that the Escrow Funding Portion is equal to the PROJECT-2 Bid Amount. The DEPARTMENT'S project manager will notify the COUNTY Engineer as soon as it becomes apparent the PROJECT-2 Bid Amount is in excess of the Escrow Funding Portion. However, failure of the DEPARTMENT to so notify the COUNTY shall not relieve the COUNTY from its obligation to pay for its full participation on final accounting as provided herein below. If the COUNTY cannot provide the additional deposit within thirty (30) calendar days, a letter must be submitted to and approved by the DEPARTMENT'S project manager indicating when the additional deposit will be made. The COUNTY understands the request and approval of the additional time could delay the PROJECTS, and additional costs may be incurred due to a delay of the PROJECTS.

2.6 If the PROJECT-2 Bid Amount is less than the Escrow Funding Portion, the DEPARTMENT will refund the amount that the Escrow Funding Portion exceeds the PROJECT-2 Bid Amount if such refund is requested by the COUNTY in writing.

2.7 Should modifications or changes to bid items occur that increase the COUNTY's share of the total construction costs for PROJECT-2, the COUNTY will be notified by the DEPARTMENT accordingly. The COUNTY agrees to review modifications and not withhold approval, and 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 its share of the total construction costs for PROJECT-2. The DEPARTMENT shall notify the COUNTY as soon as it becomes apparent the actual construction costs for PROJECT-2 will overrun the award 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 during the PROJECTS and on final accounting as provided herein below.

2.8 The portion of the Local Share as shown in Table 2 below represents the COUNTY's contribution for payment of other costs related to PROJECT-2 (the "Non-Refundable Funding Portion"). The DEPARTMENT may utilize the Non-Refundable Funding Portion for payment of the costs of the PROJECTS as noted in Table 2. The Non-Refundable Funding Portion will not be subject to reductions or increases at any time and will not be refundable.

Table 2
Non-Refundable Funding Portion

Component	Project	Description	Responsible Party	Contribution Amount
CEI	417132-1-62-01	CEI costs for PROJECT-2	COUNTY	$1,439,964.00
Non-Refundable Funding Portion of COUNTY's Local Share				**$1,439,964.00**

2.9 If the actual cost of the Description in Table 2 is less than the Non-Refundable Funding Portion, the DEPARTMENT shall apply the excess to construction of PROJECT-2.

2.10 The COUNTY shall designate a construction project manager who shall have the authority to approve cost increases to PROJECT-2 not to exceed ten percent (10%) of the Escrow Funding Portion. Cost increases exceeding ten percent (10%) of the Escrow Funding Portion will require

approval by the COUNTY's Board of County Commissioners. Nothing in this paragraph shall affect the COUNTY's obligations as provided in Section 2.7, above.

2.11 In the event that the DEPARTMENT, in coordination with the COUNTY, approves a proposal by the contractor for Voluntary Acceleration as outlined in Subarticle 4-3.10 of the DEPARTMENT's Standard Specifications for Road and Bridge Construction FY2026-27, relating to the PROJECT-2, then the COUNTY shall, within thirty (30) calendar days of written notice by the DEPARTMENT, contribute additional funds equal to twenty percent (20%) of the payment amount agreed to by the DEPARTMENT and the contractor established in a supplemental agreement for the proposal. DEPARTMENT shall provide a copy of the supplemental agreement and all associated documents to the COUNTY. Authority to approve the additional funds from the COUNTY in this section shall be subject to Section 2.10, above.

SECTION 3
FINANCIAL PROVISIONS

3.1 The requirements of Section 339.135(6)(a), Florida Statutes, are incorporated into this AGREEMENT: "The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of $25,000 and which have a term for a period of more than one (1) year."

3.2 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 (360) days of final payment to the Contractor. The DEPARTMENT considers the PROJECTS complete when the final payment has been made to the Contractor, not when the construction work is complete. All project records and accounts shall be subject to audit by a representative of the COUNTY for a period of five (5) years after final close out of the PROJECTS. The COUNTY will be notified of the final cost. The Parties agree that in the event the final accounting of total construction costs for PROJECT-2 pursuant to the terms of this AGREEMENT is less than the total deposits to date for the Escrow Funding Portion, a refund of the excess will be made by the DEPARTMENT to the COUNTY within forty (40) calendar days of final payment to the Contractor. If the final accounting is not performed within three hundred and sixty (360) days, the COUNTY is not relieved from its obligation to pay.

3.3 In the event the final accounting of total construction costs for PROJECT-2 is greater than the total deposits to date for the Escrow Funding Portion, the COUNTY will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT.

3.4 The payment by the COUNTY of the Escrow Funding Portion of the COUNTY's Local Share will be made directly to the DEPARTMENT 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, attached hereto as Attachment "1." Funds can be wired to the DEPARTMENT using the account codes below:

For the Escrow Funding Portion:
Wells Fargo Bank, N.A.
Account # 4834783896
ABA # 121000248
Chief Financial Officer of Florida
Re: DOT – K 11-78,
Financial Project: 417132-2-52-01

If the payment of the Escrow Funding Portion of the COUNTY's Local Share funds is in the form of a check, the check must be forwarded to:

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

Funds received from the COUNTY will be deposited into a master escrow account with the Florida Department of Financial Services, Division of Treasury, Bureau of Collateral Management.

3.5 The payment by the COUNTY of the Non-Refundable Funding Portion of the COUNTY's Local Share will be made directly to the DEPARTMENT for deposit. Funds can be wired to the DEPARTMENT using the account codes below:

For the Non-Refundable Funding Portion:
Wells Fargo Bank, N.A.
Account # 4834783896
ABA # 121000248
Chief Financial Officer of Florida
Re: DOT – K 11-78
Financial Project: 417132-1-62-01

If the payment of the Non-Refundable Funding Portion of the COUNTY's Local Share is in the form of a check, the check must be forwarded to:

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

SECTION 4
COMMENCEMENT AND TERMINATION OF AGREEMENT

4.1 This AGREEMENT shall be effective as of the date last signed by a Party and shall terminate upon the earlier of the mutual written consent of the Parties or three hundred sixty (360) days after final payment has been made to the DEPARTMENT's consultants and contractors for work on the PROJECTS. Notwithstanding any termination, terms which by express terms and context are intended to survive the performance, termination, or expiration of this AGREEMENT shall so survive.

SECTION 5
MISCELLANEOUS PROVISIONS

5.1 Any amendment to or modification of this AGREEMENT or any alteration, extension, supplement, or change of time or scope of work shall be in writing and signed by both Parties.

5.2 Any notice or other document which either Party is required to give or deliver to the other under the terms of this AGREEMENT shall be given in writing and delivered personally or sent to:

TO DEPARTMENT:

Executive Director
Department of Florida's Turnpike Enterprise
Turnpike Headquarters – Bldg. 5315
P.O. Box 613069
Ocoee, Florida 34761

With a copy to:

Chief Counsel
Florida's Turnpike Enterprise
Turnpike Headquarters – Bldg. 5315
P.O. Box 613069
Ocoee, Florida 34761

TO COUNTY:

Palm Beach County Engineering and
Public Works Department
Kathleen O. Farrell, P.E., Director
Roadway Production Division
2300 North Jog Road
3rd Floor West
West Palm Beach, Florida 33411

With a copy to:

Palm Beach County Attorney's Office
Yelizaveta B. Herman, Esquire
301 N. Olive Avenue, Suite 601
West Palm Beach, Florida 33401

5.3 This AGREEMENT shall be governed and construed in accordance with the laws of the State of Florida. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this AGREEMENT shall lie exclusively in the Circuit Court in and for Leon County, Florida.

5.4 Nothing herein shall be construed to create any third-party beneficiary rights in any person not a Party to this AGREEMENT or waive the Parties' respective sovereign immunity protections against claims by third parties.

5.5 This AGREEMENT shall be binding upon the Parties, their successors and assigns.

5.6 If any part of this AGREEMENT is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this AGREEMENT and the balance of this AGREEMENT shall remain in full force and effect.

5.7 THE COUNTY AND THE DEPARTMENT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.

5.8 This AGREEMENT may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

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IN WITNESS WHEREOF, the Parties have executed this AGREEMENT effective as of the date last signed by a Party.

FOR DEPARTMENT:

FLORIDA DEPARTMENT OF TRANSPORTATION,
FLORIDA'S TURNPIKE ENTERPRISE

By: _____
Nicola Liquori
Executive Director and CEO
Florida's Turnpike Enterprise

Date: _____

Legal Review (Department)

_____

FOR COUNTY:

PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners

By: _____
Mayor

_____ Day of _____, 2026

ATTEST:
Yvette Drucker, Clerk of the Circuit Court & Comptroller

By: _____
(Deputy Clerk)

Approved as to terms and conditions:

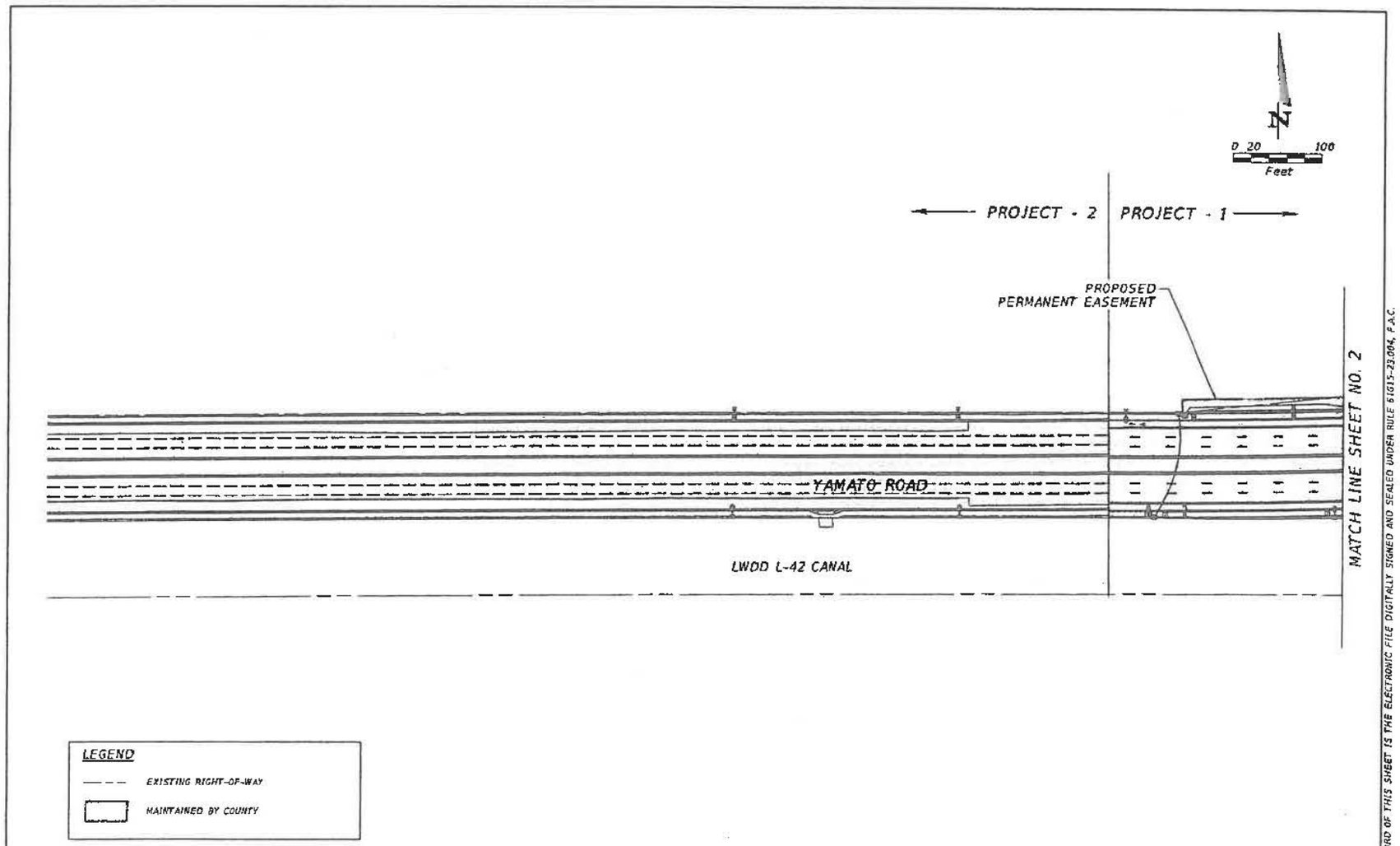
By: _____
Kathleen O. Farrell, P.E.
Roadway Production Director

Approved as to Form & Legal Sufficiency:

By: _____
Yelizaveta B. Herman
Assistant County Attorney

This AGREEMENT has been duly authorized and approved on _____ by Palm Beach County Resolution No. _____

EXHIBIT "A"



LEGEND

EXISTING RIGHT-OF-WAY

MAINTAINED BY COUNTY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BURT BALDO, P.E.
LICENSE NUMBER: 53120
KIMLEY HORN AND ASSOCIATES, INC.
2 ALHAMBRA PLAZA, SUITE 500
CORAL GABLES, FLORIDA 33134

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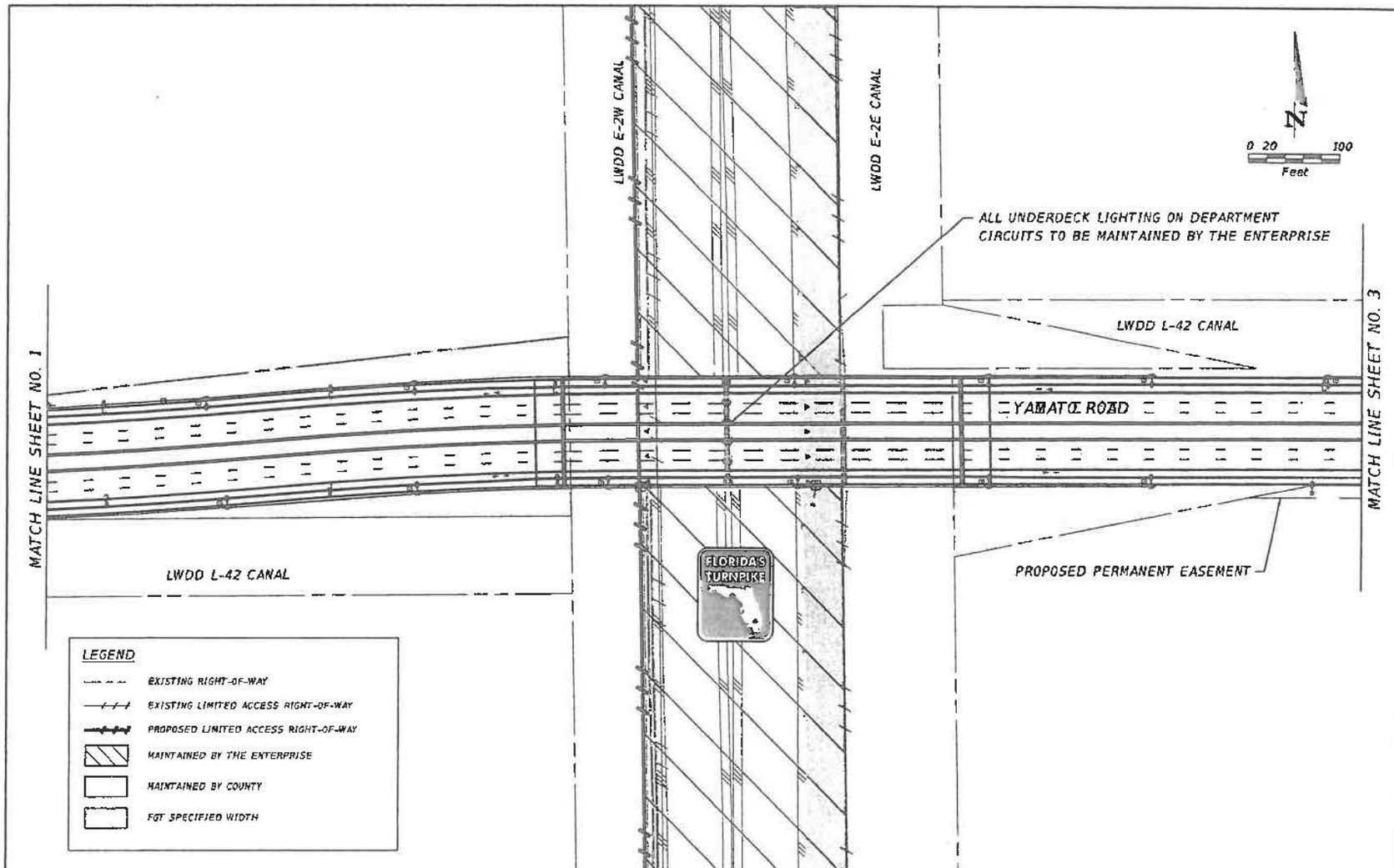

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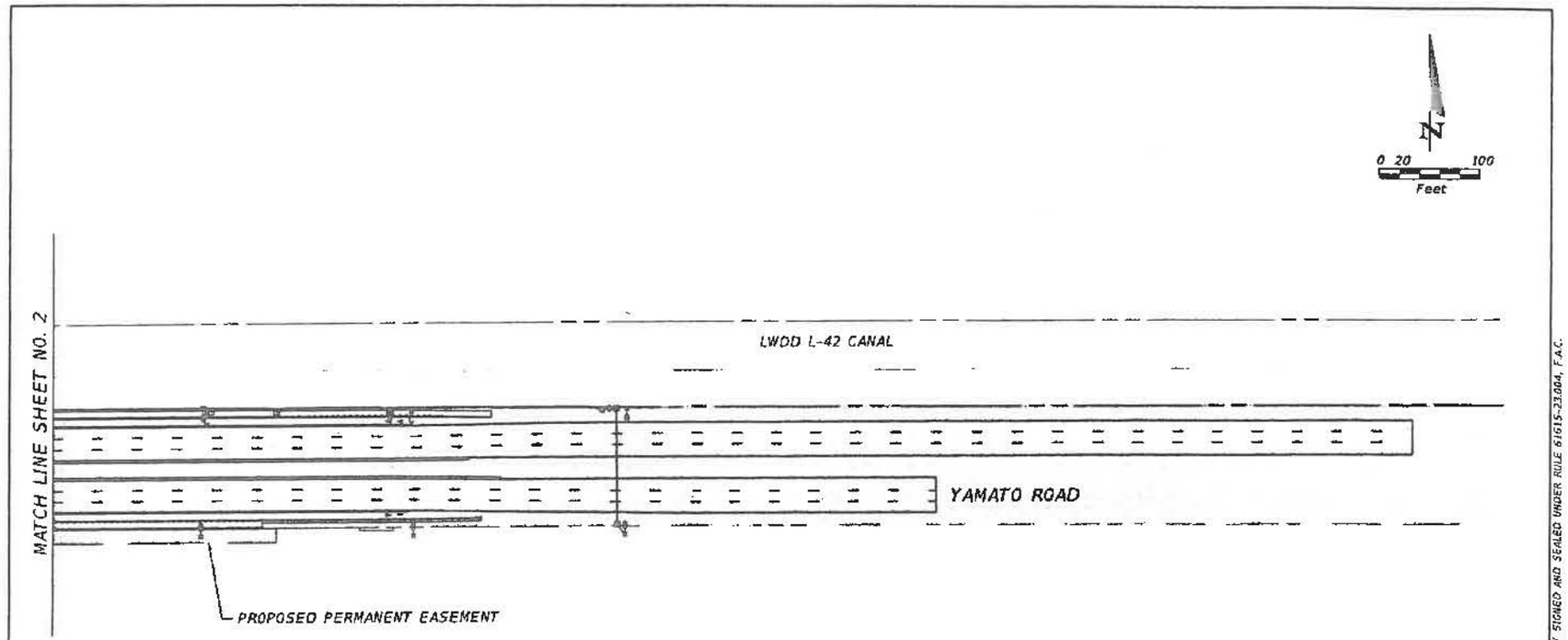

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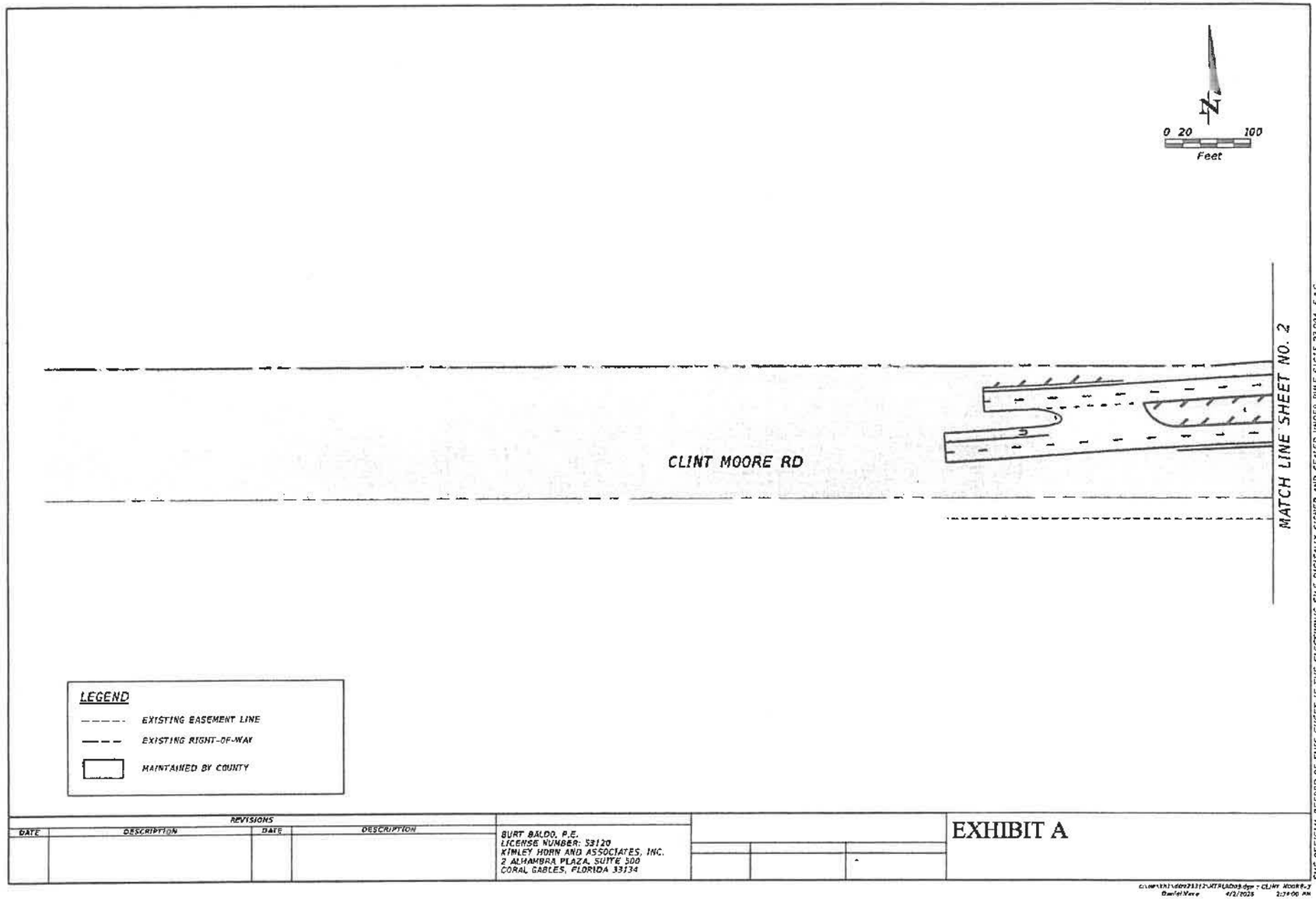

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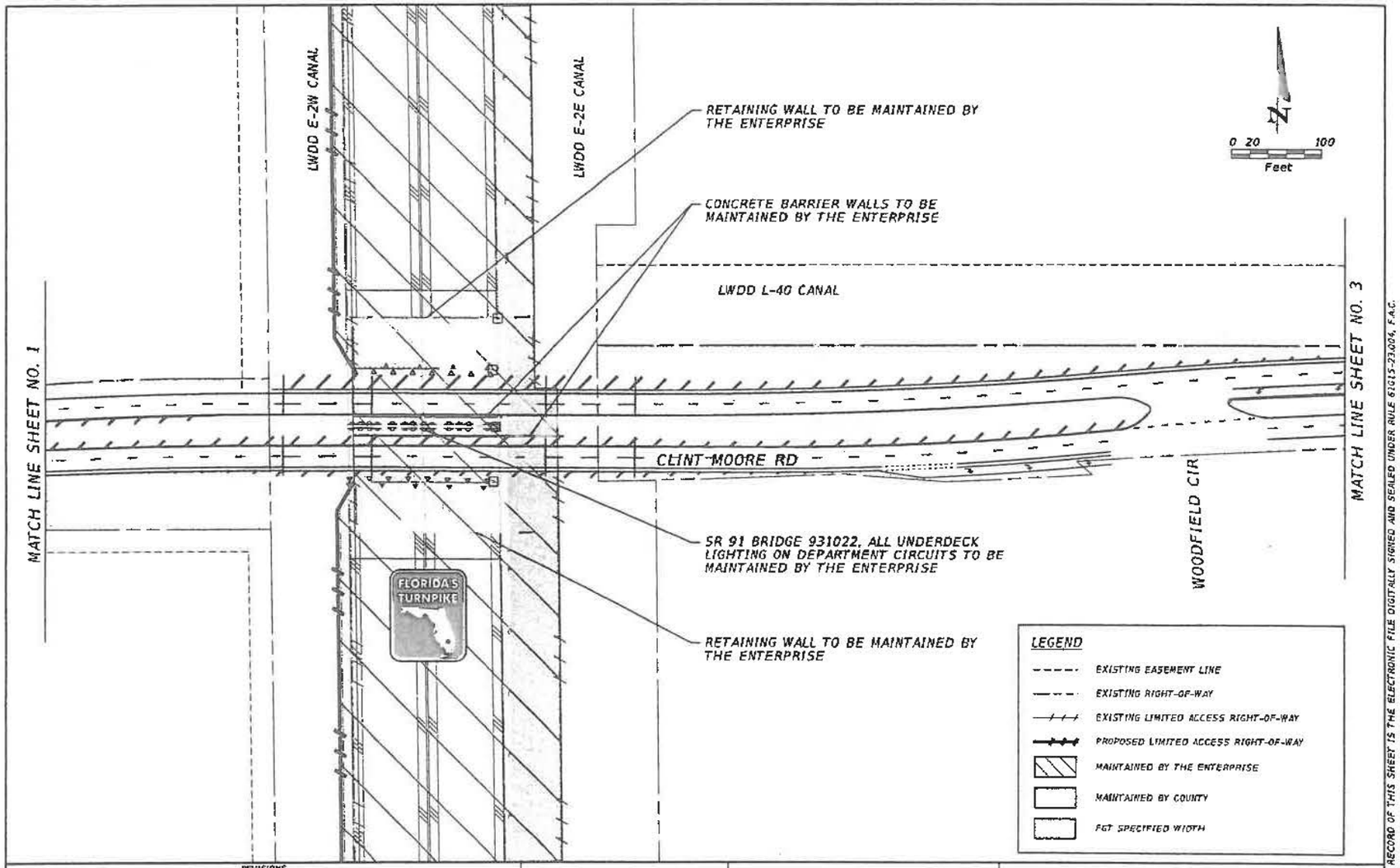

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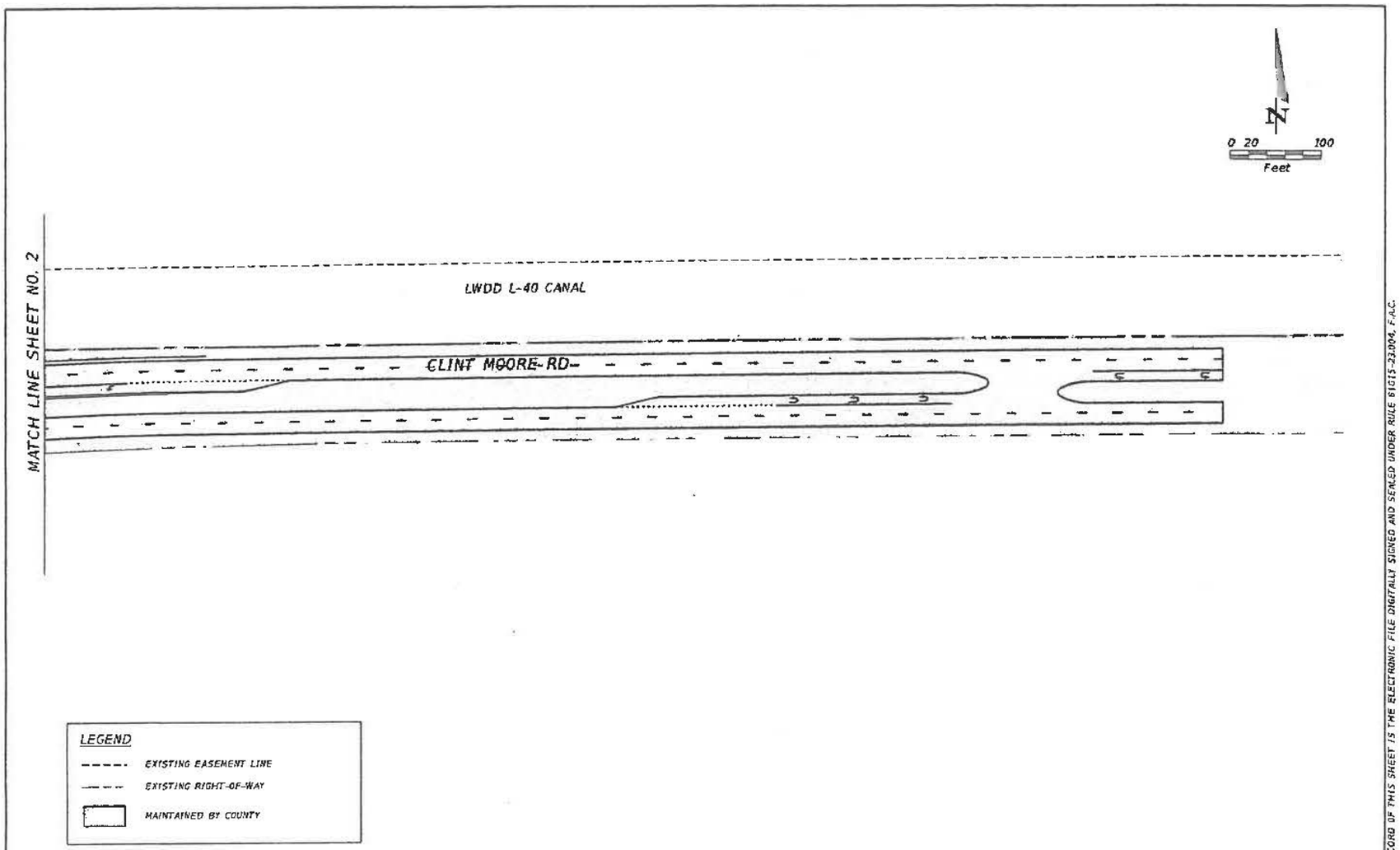

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ATTACHMENT 1

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, a political subdivision of the State of Florida by and through its Board of County Commissioners ("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: WIDEN TPK(SR91) N OF GLADES RD TO N OF L-38 CANAL(MP76-80.2)W/THRU LN

Project #: 417132-2-52-01

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. Monies 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 COUNTY:

PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners

By: _____
Mayor

_____ Day of _____, 2026

ATTEST:
Yvette Drucker, Clerk of the Circuit Court & Comptroller

By: _____
(Deputy Clerk)

Approved as to terms and conditions:

By: _____
Kathleen O. Farrell, P.E.
Roadway Production Director

Approved as to Form & Legal Sufficiency:

By: _____
Yelizaveta B. Herman
Assistant County Attorney

For FDOT-OOC (signature)	For PARTICIPANT (signature)
Name and Title	Name and Title
59-3024028 Federal Employer I.D. Number	Federal Employer I.D. Number
Date	Date

FDOT Legal Review:

For ESCROW AGENT (signature)

Name and Title

Date