

Meeting Date: January 27, 2015

Agenda Item 8

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

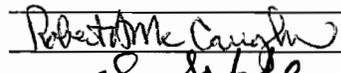
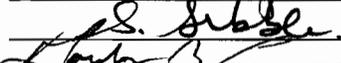
SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A THREE PARTY ESCROW AGREEMENT AMONG THE CITY OF POMPANO BEACH, THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES, DIVISION OF TREASURY, RELATING TO THE PROJECT ALONG STATE ROAD 834 (SAMPLE ROAD) FROM STATE ROAD 91 (FLORIDA TURNPIKE) TO MILITARY TRAIL; PROVIDING AN EFFECTIVE DATE.

SUMMARY OF PURPOSE AND WHY:

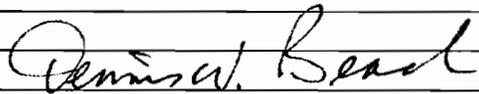
The City earned a FY14/15 Broward Highway Beautification Grant to enhance landscaping roadway medians on Sample Road (SR 834) from the Florida Turnpike to Military Trail. In order to implement the project, the three (3) attached agreements between the City and Florida Department of Transportation (FDOT) are necessary: Locally Funded Agreement (LFA), A Three Party Escrow Agreement and an Amendment number seven (7) to Landscape Inclusive Maintenance Memorandum of Agreement. Total Project Cost is \$409,946 and City's cost share is \$204,973.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Robert A. McCaughan, Public Works Director Ext 4097
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: Canopy Tree Trust Fund and CIP #14-222 (302-7500-530.65-12)

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	1/15/15	APPROVE	
Finance	1/20/15	APPROVE	
City Attorney	1/20/15	APPROVE	
Budget	1-20-15	APPROVE	

Advisory Board
 Development Services Director
 City Manager 



ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1st Reading	1st Reading	Results:	Results:
_____	_____	_____	_____
_____	_____	_____	_____
2nd Reading	_____	_____	_____
_____	_____	_____	_____



City Attorney's Communication #2015-418

January 6, 2015

TO: Robert A. McCaughan, Public Works Director
FROM: Gordon B. Linn, City Attorney
RE: Locally Funded Agreement between the City and FDOT

As requested in your memorandum dated December 30, 2014, Public Work's Department Memorandum No. 2015-019, I have prepared and attached the following captioned resolutions:

~~A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LOCALLY FUNDED AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION OF LANDSCAPE, IRRIGATION AND/OR HARDSCAPE IMPROVEMENTS ALONG STATE ROAD 834 (SAMPLE ROAD) FROM STATE ROAD 91 (FLORIDA TURNPIKE) TO MILITARY TRAIL; PROVIDING AN EFFECTIVE DATE.~~

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A THREE PARTY ESCROW AGREEMENT AMONG THE CITY OF POMPANO BEACH, THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES, DIVISION OF TREASURY, RELATING TO THE LANDSCAPE, IRRIGATION AND/OR HARDSCAPE IMPROVEMENTS PROJECT ALONG STATE ROAD 834 (SAMPLE ROAD) FROM STATE ROAD 91 (FLORIDA TURNPIKE) TO MILITARY TRAIL; PROVIDING AN EFFECTIVE DATE.

~~A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A DISTRICT FOUR (4) AMENDMENT NUMBER SEVEN (7) TO LANDSCAPE INCLUSIVE MAINTENANCE MEMORANDUM OF AGREEMENT BETWEEN THE~~

Robert A. McCaughan
January 6, 2015
Page 2 of 2

City Attorney's Communication #2015-418

~~CITY OF POMPANO BEACH AND THE STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION FOR ADDITIONAL LANDSCAPE
IMPROVEMENTS ON STATE ROAD 834 (SAMPLE ROAD) FROM STATE
ROAD 91 (FLORIDA TURNPIKE) TO MILITARY TRAIL; PROVIDING AN
EFFECTIVE DATE.~~

Please feel free to contact me if I may be of further assistance.



GORDON B. LINN

/jrm
l:cor/pw/2015-418

Attachments

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A THREE PARTY ESCROW AGREEMENT AMONG THE CITY OF POMPANO BEACH, THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES, DIVISION OF TREASURY, RELATING TO THE LANDSCAPE, IRRIGATION AND/OR HARDSCAPE IMPROVEMENTS PROJECT ALONG STATE ROAD 834 (SAMPLE ROAD) FROM STATE ROAD 91 (FLORIDA TURNPIKE) TO MILITARY TRAIL; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement among the City of Pompano Beach, the State of Florida Department of Transportation and the State of Florida Department of Financial Services, Division of Treasury, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement among the City of Pompano Beach, the State of Florida Department of Transportation and the State of Florida Department of Financial Services, Division of Treasury.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), City of Pompano Beach ("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: Installation of landscape, irrigation, and/or hardscape improvements along
SR834/Sample Road from SR-91/Florida's Turnpike to Military Trail
Project #: 431526-1-52-02
County: Broward

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

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

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

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

The remainder of this page is blank.

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

For FDOT (signature)

For PARTICIPANT (signature)

Name and Title

Name

59-3024028

Federal Employer I.D. Number

Title

F-596-000-411-044

Federal Employer I.D. Number

Date

Date

For Escrow Agent (signature)

Name and Title

Date

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH
CITY MANAGER

Attest:

(SEAL)

MARY L. CHAMBERS
CITY CLERK

Approved As To Form:

GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2015 by LAMAR FISHER, as Mayor, DENNIS W. BEACH as City Manager and MARY L. CHAMBERS, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number