



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32802-1393

Legislation Text

File #: 25-486, **Version:** 1

Interoffice Memorandum

DATE: March 6, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

FROM: Joseph C. Kunkel, P.E., Director, Public Works Department

CONTACT: Renzo Nastasi, AICP

PHONE: (407) 836-7964

DIVISION: N/A

ACTION REQUESTED:

Approval and execution of (1) Locally Funded Agreement between the State of Florida Department of Transportation and Orange County, Florida Financial Management No.: 429215-2-22-02____ and (2) Third Party Escrow Agreement by and between the State of Florida Department of Transportation, Orange County, and the State of Florida, Department of Financial Services, Division of Treasure for the Cost Sharing of the Project Development and Environment Study (PD&E). All Districts.

PROJECT: N/A

PURPOSE:

The Project Development and Environment (PD&E) study for the Sunshine Corridor is intended to be an extensive analysis to address the eventual implementation of a rail/multimodal system extending east to the Orlando International Airport from the existing SunRail line and west to the Orange County Convention Center and continue southwest to South International Drive. The study is a necessary step in the process of obtaining federal approvals for rail expansion and prospective federal funding. The PD&E is being conducted by the Florida Department of Transportation (FDOT) in coordination and consultation with Central Florida Commuter Rail Commission (Orange County, Volusia County, Seminole County, Osceola County, and the City of Orlando). The study is a continuation and expansion of the Transit Concept and Alternatives Review (TCAR) previously completed by the FDOT.

The attached Locally Funded Agreement stipulates that the FDOT will conduct the study estimated to cost approximately \$6,000,000. Thus far, FDOT has committed \$2 million and both Seminole County

and the City of Orlando have pledged \$500,000 each. Subject to the approval of the Locally Funded Agreement by Orange County, the County will also allocate \$500,000 towards the study for the Sunshine Corridor (funds for the study are presently included in the current year budget).

Also attached is the Three Party Escrow Agreement associated with the Locally Funded Agreement. The Escrow Agreement will enable FDOT to deposit Orange County's financial contribution to the Sunshine Corridor PD&E into an interest bearing account.

If you have any questions, please feel free to contact me at 407-836-7964.

BUDGET: N/A



OFFICE OF COMPTROLLER

**ORANGE
COUNTY
FLORIDA**

Phil Diamond, CPA
County Comptroller as
Clerk of the Board of County Commissioners
201 South Rosalind Avenue
Post Office Box 38
Orlando, FL 32802
Telephone: (407) 836-7300
Fax: (407) 836-5359

DATE: March 27, 2025

TO: Renzo Nastasi, AICP, Manager
Public Works Department, BCC

FROM: David Rooney, Manager *RE for DR*
Comptroller Clerk of BCC

SUBJECT: Request for Execution of Documents, Public Works Department Consent
Item 8, Legislative File #25-486, March 25, 2025

Enclosed is the Locally Funded Agreement between the State of Florida Department of Transportation and Orange County, Florida Financial Management No.: 429215-2-22-02 (2 originals) and Third Party Escrow Agreement (2 originals) which were approved by the Board of County Commissioners (BCC) at its regular meeting held on March 25, 2025.

Please forward the documents to all required parties for signature.

Email copies of the fully-executed documents to ClerkofBCC@occompt.com and copy jennifer.mcgill@ocfl.net. Note: ClerkofBCC@occompt.com is **used only for County staff submission of pending documents.**

Please include in cover memo or subject line identification of the documents by name, agenda item number, and date of BCC approval. Emailed copies must be in full-size PDF format. The documents will be processed and filed for the record upon receipt.

If you are unable to return a copy of the fully-executed document before April 25, 2025, notify the Clerk's Office by email of the reason for the delay prior to that date.
If you have any questions, please do not hesitate to call.

dr:re

Enclosures (4)

dl: Joesph Kunkel, Director, Public Works Department, BCC [email]

Jon Weiss, Deputy County Administrator, BCC [email]

Avanti Minns-Griffith, Executive Assistant, Public Works Department, BCC [email]

Pending File

BCC Mtg. Date: March 25, 2025

Agency: Orange County	Fund: LF	Financial Management No.:
Vendor No: F596000773231	Contract Amount: -\$6,000,000.00 (Preliminary Estimate)	429215-2-22-02 _____

**LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
ORANGE COUNTY, FLORIDA**

This **AGREEMENT**, made and entered into this _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the “DEPARTMENT”) and ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (hereinafter referred to as the “LOCAL GOVERNMENT”),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT, by Resolution, a copy of which is attached hereto as Exhibit “B”, and made apart hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is preparing to undertake the Project Development and Environmental Study (PD&E) for the Sunshine Corridor in coordination and consultation with the Central Florida Commuter Rail Commission, a legal entity and public body created by Interlocal Governance Agreement pursuant to Section 163.01, Florida Statutes (“CFCRC”), Orange County, a charter county and political subdivision of the State of Florida (“Orange County”), Osceola County, a charter county and political subdivision of the State of Florida (“Osceola County”), Seminole County, a charter county and political subdivision of the State of Florida (“Seminole County”), Volusia County, a charter county and political subdivision of the State of Florida (“Volusia County”), the City of Orlando, a municipal corporation of the State of Florida (the “City of Orlando”), collectively referred to herein as the “Parties”; and

WHEREAS, The Sunshine Corridor and its proposed passenger rail transportation program focuses on linking the Orlando International Airport (MCO), the Orange County Convention Center (OCCC), and South International Drive (SID) to the existing Central Florida Rail Corridor. The Sunshine Corridor is designed to address the mobility, economic, environmental and safety needs of Central Florida, one of the fastest growing populations in the country; and

WHEREAS, the Sunshine Corridor leverages previous and planned modal investments in the Central Florida Region to significantly increase mobility options for residents, workers, and visitors through the construction of a new passenger rail corridor; and

WHEREAS, pursuant to Section 341.302, Florida Statutes, the DEPARTMENT has the duty and responsibility to develop and implement a rail program of statewide application designed to ensure the proper maintenance, safety, revitalization, and expansion of the rail system to assure its continued and increased availability to respond to statewide mobility needs, which responsibility and duty includes, but is not limited to, managing the State's rail-planning process, part of which involves identification of new, intercity rail corridors through the Federal Rail Administration ("FRA") Corridor Identification Program, as well as developing and carrying out a unified State plan to enhance the State's rail system to improve passenger, both commuter and intercity, and freight mobility; and

WHEREAS, in spring 2022, the DEPARTMENT established the Sunshine Corridor Steering Committee and Policy and Technical Working Group (the "Sunshine Corridor Working Group") to bring together all potential program partners for regular discussions and coordination; and

WHEREAS, on July 29, 2022, FDOT formally delivered a Sunshine Corridor White Paper ("White Paper") to Mr. Keith Melton, Director of Planning and Program Development, Federal Transit Administration ("FTA"), Region 4 office. The White Paper was completed collaboratively by the Sunshine Corridor Working Group, made up of the Parties, as well as other non-parties to this Agreement, and provided a high-level overview of the Sunshine Corridor, which White Paper is incorporated herein by reference; and

WHEREAS, on September 22, 2022, the CFCRC passed a resolution memorializing its support of the Sunshine Corridor to advance the Airport to OCCC to

South International Drive segments as a SunRail expansion project in pursuit of federal funding, which resolution is incorporated herein by reference; and

WHEREAS, the DEPARTMENT, with support from the Sunshine Corridor Working Group, agreed to prepare a Transit Concept and Alternatives Review (TCAR) Study as a key step in the State's process to prepare for project development; and

WHEREAS, the TCAR Study was completed in April 2024 with commuter rail identified as the recommended alternative for the reasons outlined in the TCAR which is incorporated herein by reference; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five-Year Work Program, to undertake further studies of the Sunshine Corridor as further defined within the attached Scope of Services, Exhibit "A", said study(ies) being known as Financial Management (FPN) Number 429215-2-22-02 hereinafter referred to as the "Project" or "Study"; and

WHEREAS, the proposed alignment of the Sunshine Corridor has the potential to impact and interact with certain real property, infrastructure and systems owned and controlled by various Parties, to include LOCAL GOVERNMENT; and

WHEREAS, the Parties, to include the LOCAL GOVERNMENT recognize that collaboration in and amongst each other will necessarily continue to monitor, coordinate, and support the Sunshine Corridor as well as the Project with the vision to expand commuter rail service within the Central Florida region allowing for both commuter and potential intercity rail to coexist, expanding multimodal options for the Central Florida community; and

WHEREAS, in the spirit of the aforementioned collaboration, the Parties, to include the LOCAL GOVERNMENT, have met to discuss certain preliminary terms and conditions related to the Sunshine Corridor and the Project and recognize the need to memorialize those efforts, terms and agreements; and

WHEREAS, the Project is not revenue producing and is contained in the Adopted Work Program; and

WHEREAS, the implementation of the Project is in the interests of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to provide funds for the Project in the DEPARTMENT'S Fiscal Year 2025/2026 budget; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. The term of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all services required of the LOCAL GOVERNMENT. The DEPARTMENT may, at any time and at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interests of the public.

2. The DEPARTMENT shall perform the Study and otherwise perform all other necessary work to complete the Project, as specified in Exhibit "A" attached hereto and by this reference made a part hereof. Nothing herein shall be construed as requiring the DEPARTMENT to perform any activity which is outside the scope of the Project as previously defined. Except as specifically stated otherwise in this Agreement, all such activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in its sole discretion, deems appropriate. The LOCAL GOVERNMENT shall not have any jurisdiction or control over the DEPARTMENT'S activities, except as specifically stated in this Agreement. The LOCAL GOVERNMENT shall be entitled to be advised of the progress of the Project at reasonable intervals upon request.

3. Contribution by the LOCAL GOVERNMENT of the funds for the Project shall be made as follows:

(A) The DEPARTMENT'S current and preliminary estimated cost of the Project is **\$6,000,000 (Six Million Dollars and No/100)**. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving written notice to the LOCAL GOVERNMENT and provided that any unused LOCAL GOVERNMENT funds are refunded as required in Section 3(G).

(B) The LOCAL GOVERNMENT understands that they are responsible for a share of the estimated Project cost along with the possibility of other local government entities contributing cash or other goods or services of value.

(C) The LOCAL GOVERNMENT agrees that, so long as the DEPARTMENT provides the LOCAL GOVERNMENT a minimum of forty-five (45) days written notice prior to the DEPARTMENT'S Project advertisement date, the LOCAL

GOVERNMENT will, at least fourteen (14) calendar days prior to the DEPARTMENT'S advertising the Project for bid, furnish the DEPARTMENT a contribution in the amount of **Five Hundred Thousand Dollars and 00/100 (\$500,000.00)** to be used for the estimated Project cost for locally funded project number FPN# 429215-2-22-02. The Department may utilize this contribution for payment of the costs of the Project.

(D) If the actual costs of the Project increase, the DEPARTMENT will notify the LOCAL GOVERNMENT as soon as it becomes apparent the Project costs, plus allowances, are in excess of the advance deposit amount. In such instance, the DEPARTMENT and the LOCAL GOVERNMENT will work together with the Parties to determine whether additional funds are available from the LOCAL GOVERNMENT or other Parties for contribution towards the Project. Any additional cost borne by the DEPARTMENT must be statutorily allowed for the DEPARTMENT to pay the additional cost.

(E) If the actual costs of the Project are less and the LOCAL GOVERNMENT'S share of the Project costs are reduced, the DEPARTMENT will refund the amount that the advance deposit exceeds the original estimated amount if such refund is requested by the LOCAL GOVERNMENT in writing. If so requested, such refund will be a pro-rata distribution of the remaining funds based on the initial contribution(s) towards the total Project costs, plus any additional amounts paid by the LOCAL GOVERNMENT and the Parties.

(F) The payment of funds under this Locally Funded Agreement will be made directly to the Department for deposit and as provided in the attached Escrow Agreement between LOCAL GOVERNMENT, DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury. Failure to make said deposit may result in termination of this Agreement and with each of the other entities as referenced or outlined in paragraph 3B above. The DEPARTMENT will draw funds from this escrow account as the DEPARTMENT records expenditures on the Project. Interest is earned on the deposit(s) for the benefit of the Project and will remain in the escrow account to be used for the Project and any cost overruns. Upon completion of the Project, excess principal and interest, if any, will be returned to the LOCAL GOVERNMENT as outlined herein.

(G) The DEPARTMENT'S performance and obligation to complete the Project/Study is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving written notice to the LOCAL GOVERNMENT to that effect. The DEPARTMENT will return any unused LOCAL GOVERNMENT funds to the LOCAL GOVERNMENT within sixty (60) calendar days following termination of this Agreement and as provided for in Section 3(E) above as a pro-rata distribution.

(H) The DEPARTMENT and the LOCAL GOVERNMENT agree that the lump sum contribution shall be an asset of the DEPARTMENT without any requirement for a subsequent accounting for the use of the contribution. As referenced above in subsection (D), should costs of the Project increase, the Parties will work together to identify additional sources of funds to ensure that the Project is fully funded.

(I) Contact Persons:

DEPARTMENT

District 5 Local Programs
719 South Woodland Boulevard, Mail Station 4-520
DeLand, Florida 32720-6834
(386) 943-5452
D5-LocalPrograms@dot.state.fl.us

LOCAL GOVERNMENT

Renzo Nastasi
Chief Transportation Advisor
Orange County
4200 South John Young Parkway
Orlando, Florida 32839
407-836-7974
renzo.nastasi@ocfl.net

6. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use. The LOCAL

GOVERNMENT may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT.

7. In the event this Agreement is in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) or has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“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 \$25,000.00 and which have a term for a period of more than 1 year.”

8. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL GOVERNMENT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by such party in conjunction with this Agreement.

9. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. 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.

10. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

11. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

(A) The LOCAL GOVERNMENT 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 LOCAL GOVERNMENT during the term of the contract; and

(B) The LOCAL GOVERNMENT shall expressly require any contractors and 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 contractor/subcontractor during the contract term.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement
March 25, 2025, and the DEPARTMENT has executed this Agreement
this _____.

ORANGE COUNTY, FLORIDA

By: *Jerry L. Demings*
for Name: Jerry L. Demings
Title: Orange County Mayor

Attest: Phil Diamond, CPA, Comptroller
As Clerk of the Board of County Commissioners

Jennifer Ann - Kinney
By: Deputy Clerk

Date: March 25, 2025

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
Name: _____
Title: Director of Transportation Operations

Attest:

Executive Secretary

Legal Review:

Financial Provision Approval by
Department of Comptroller on:

Date? _____



Exhibit "A"

SCOPE OF SERVICES

Sunshine Corridor PD&E

FPN#: 429215-2-22-02

Introduction

The Sunshine Corridor is a study for a multi-modal system to the Orlando International Airport (MCO) from existing SunRail line and east to the Orange County Convention Center (OCCC) and southwest to South International Drive (I-Drive). With the desired implementation of expanded SunRail service, further analysis of the proposed Sunshine Corridor is warranted. That is the subject of the PD&E Study.

This PD&E Study (the Study and/or the Project [defined above and herein]) is being conducted in coordination and consultation with the City of Orlando, Volusia County, Seminole County, Orange County, Osceola County. The Study is a continuation and expansion of the Transit Concept & Alternatives Review (TCAR) Study that was completed by the Department in the Spring of 2024.

Description of Conceptual Alternatives

Expanding on the recommended alternative of Commuter Rail from the TCAR Study, up to four (4) alternate corridors will be developed for the system, including: No Build Alternative (make minimal improvements within the corridor), Build Alternative(s), and the Preferred Alternative for the Sunshine Corridor.

Work Plan for the Alternatives Screening and PD&E Study

A Work Plan for the proposed Sunshine Corridor will be developed to describe the scope of work in connection with the Alternatives Screening and PD&E Study necessary to comply with FTA requirements and lead to the identification of a Locally Preferred Alternative (LPA) for a multi-modal rail system from MCO to the South IDrive Corridor. This Alternatives Screening and PD&E Study is being conducted in coordination and consultation with City of Orlando, Volusia County, Seminole County, Orange County, and Osceola County.

The Alternatives Screening and environmental phases of project development will fulfill the requirements of the Florida Department of Transportation (FDOT) Project Development and Environment (PD&E) Manual, published 7/31/24, and all subsequent revisions, and the State of Florida's environmental policies, and FTA and FRA requirements concerning the assessment of the environmental impacts of major projects. Note: While the Study and PD&E process may assist in potential entry into FTA's Project Development process, the Study and PD&E process is separate from FTA's Project Development process and such FTA Project Development efforts are not included in this Scope or in this Agreement.

This Study will be coordinated with SunRail and any ongoing and/or other planned projects that may affect this Study. Coordination will occur with local governmental entities to ensure design and right-of-way requirements for the Sunshine Corridor are compatible with local public works improvements and right-of-way activities and with a wide array of stakeholders.

1.0 Public Involvement

Critical to the success of any transportation project is the effective involvement of the public and impacted agencies. Key to the success of a public involvement effort is the ability to address competing demands of the public and partner agencies; obtain consensus; and ultimately implement a project that is practical, affordable, achieves project goals, and strikes a balance between the public's needs and agency directives. Public involvement includes communicating to and receiving information from all interested persons, groups, and government organizations regarding the development of the project.

2.0 Engineering Analysis and Reports

The appropriate level of engineering analysis for this Study will be performed. All relevant past transportation and development studies and documents shall be reviewed for the Study.

A draft report documenting the alternatives and recommendations will be prepared and submitted to the FDOT for review by the established rail program technical review team. Once the report has been revised, it will then be submitted to the Parties for review and comment. The comments from the Parties will then be reviewed for incorporation into the report. This report will incorporate previously developed materials documenting earlier tasks in the Study and will identify a Preferred Alternative related to the transit alignment, stations, and storage/maintenance facility to be developed for the Sunshine Corridor.

3.0 Environmental Analysis and Reports

The Environmental Documents prepared by the Consultant will comply with the procedures listed in the PD&E Manual, Part 1, and will also follow the format and include content described in Part 2 of the PD&E Manual. The task of documentation includes the preparation of draft and interim reports prepared by the Consultant for review and comment prior to producing final reports and documents.

Exhibit “B” Resolution

FPN#: 429215-2-22-02

BCC Mtg. Date: March 25, 2025

THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), Orange 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: Sunshine Corridor PD&E Study
Project #: 429215-2-22-02
County: Orange

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-OOC (signature)

Name and Title

59-3024028
Federal Employer I.D. Number

Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date

Byron W. Brooks

For PARTICIPANT (signature)

Byron W. Brooks, County Administrator

Name and Title

Federal Employer I.D. Number

March 25, 2025

Date

