



SHARON R. BOCK
Clerk & Comptroller
Palm Beach County

ORIGINAL FILED
AUG 26 2015
COUNTY CRIMINAL DIV.

ESCROW AGREEMENT

COURT SERVICES DIVISION

THIS ESCROW AGREEMENT (the "Agreement"), dated August 18th, 2015, is made between **SHARON R. BOCK**, Clerk & Comptroller Palm Beach County, (the "Clerk") and Town of Mangonia Park (the "Customer").

WHEREAS, the Clerk provides various services in its Court Services Division for fees and costs as prescribed by Florida Statute;

WHEREAS, the Customer is a government entity and has employees and/or agents whose duties and functions require the services of the Court Services Division; and

WHEREAS, the Customer and Clerk have sought an efficient and effective means of obtaining such services;

NOW, THEREFORE, the Clerk and the Customer agree as follows:

1. A non-interest bearing escrow account shall be established for payment of service charges, costs and fees incurred by the Customer in the Court Services Division. Usage of the escrow account created pursuant to this agreement shall be limited to the Clerk's charges and fees incurred within the Court Services Division.
2. An executed Agreement, with a completed Designation of Principal and Alternate Agency Representative form (Exhibit A), Designation of Authorized User form (Exhibit B) and the initial escrow deposit must be submitted to the Clerk's office to establish an account. The Clerk shall notify the Customer of the establishment and availability of the escrow account by written transmittal of the escrow account number to the Customer's address as indicated in this Agreement.
3. The Agency Head, the Principal or the Alternate Agency Representative shall be responsible for establishing and maintaining the list of "Authorized Users." Authorized Users are persons designated and specifically authorized by the Customer to use the escrow account. The Customer, through the Agency Head, Principal or Alternate Agency Representative, may designate up to (5) five Authorized Users by completing the Designation of Authorized User Form. The Agency Head, Principal and Alternate Agency Representatives will be considered authorized users. The Clerk will assign a user ID to each Authorized User and notify the customer in writing.

4. It is the Customer's sole responsibility to maintain the privacy of the assigned escrow account number and User ID's. The Clerk is not responsible for any unauthorized use of the escrow account. It is the Customer's sole responsibility to notify the Clerk of any modification to the list of Authorized Users by sending a written request to the Clerk using the User Authorization/Change Form (Exhibit "C"). The Form must be signed by the Agency Head, Principal or Alternate Agency Representative. A written confirmation of modification will be sent to the Customer upon update of the authorized users list. The modification is not complete until the Customer receives the written confirmation. The Customer may call the Clerk to obtain an expedited confirmation as appropriate.
5. All escrow transactions require a completed Transaction Request Form (Exhibit "D)." The Transaction Request Form shall be submitted to the appropriate Court department for processing.
6. The Customer shall designate a minimum escrow account balance. The Clerk will send a written notification to the Customer, at the address indicated herein, if the Customer's account is equal to or less than _____. The escrow account may be replenished at any time with a deposit by cash, check or money order. The Customer shall deliver the deposit to the Accounting Department or to any Court Services Department. The Clerk will provide monthly escrow account activity statements to the Customer
7. The Customer shall maintain adequate funds in its escrow account to ensure timely processing of transaction requests. If the Customer's escrow account balance is insufficient to process a transaction request, the Customer will be notified and the transaction request will not be processed until sufficient funds are received.
8. The Customer may close its escrow account by providing a written notice to the Clerk signed by the Agency Head, Principal or Alternate Agency Representative. The notice must indicate the Customer name and the escrow account number to be closed. Upon receipt of such notice, the Clerk will close the escrow account and forward any remaining balance in the account to the Customer.
9. The Clerk retains the right to close any escrow account at any time in its sole discretion. The customer shall be given at least 14 days written notice of closing. Upon closing, any remaining balance in the escrow account will be returned to the customer at the address indicated herein.
10. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
11. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the prevailing party, to the extent permitted by law, shall be

entitled to recover reasonable attorney's fees, court costs (including, without limitation, all such fees, costs and expenses incident to appeals), and all expenses (including taxes), even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled. Venue for such action will be Palm Beach County, Florida.

12. The Clerk and the Customer agree by mutual consent to consider the use Alternative Dispute Resolution (ADR) to resolve all issues in controversy under this Agreement prior to proceeding with any formal litigation. If either party refuses an offer for ADR, that party shall inform the other party in writing of the reason(s) for such refusal. If ADR is used, an agreement should be reached by the parties on the alternative procedures and terms to be used in lieu of formal litigation and participation in the process shall include officials of both parties who have the authority to resolve the issue in controversy.
13. The Customer is aware that this agreement and any subsequent transaction request(s) is subject to Florida Statutes Chapter 119 (Florida's Public Records Act).
14. The Clerk and the Customer agree that this Agreement sets forth the entire agreement between the Clerk and the Customer, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by both the Clerk and the Customer.

Town of Mangonia Park

Agency Name

William H. Albury, III, Mayor

Agency Head and Title

Signature

Date

1755 East Tiffany Drive, Mangonia Park, Florida 33407

Address

SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

Clerk & Comptroller Palm Beach County
Accounting Dept.
PO Box 229
300 Olive Avenue, 9th Floor
West Palm Beach, FL 33402
(561) 355-3197

EXHIBIT "A"

**DESIGNATION OF PRINCIPAL
AND
ALTERNATE AGENCY REPRESENTATIVE**

The undersigned customer, Town of Mangonia Park [Print Name of Agency] by and through its Agency Head, hereby designates the following persons as authorized Agency Representatives:

Sherry Albury

Principal Authorized Representative

Katina Martin

Alternate Authorized Representative

Done and executed this 18th day of August, ~~200~~ 15

William H. Albury, III

Agency Head (print)

Signature

EXHIBIT "B"

**DESIGNATION OF AUTHORIZED
USER**

1. Christa J. Simmons, Deputy Town Clerk
Print Authorized User Name and Title

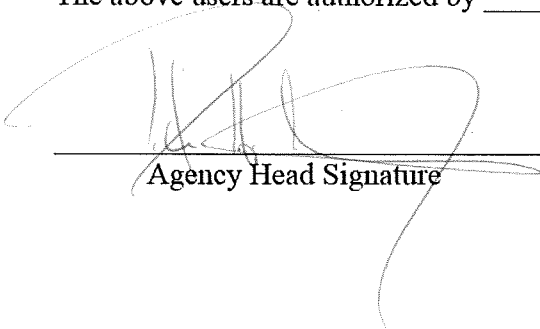
2. _____
Print Authorized User Name and Title

3. _____
Print Authorized User Name and Title

4. _____
Print Authorized User Name and Title

5. _____
Print Authorized User Name and Title

The above users are authorized by William H. Albury, III
Name (print)



Agency Head Signature

August 18, 2015
Date

EXHIBIT "C"

USER AUTHORIZATION CHANGE FORM

To **Add** Additional Authorized Users to this Escrow Account:

I, William H. Albury, III Authorized Agent for the
Town of Mangonia Park (agency), do hereby authorize the
addition of the following authorized user(s) for escrow account number

effective on 8/18/2015 (date).

No additional users at this time
Print Authorized User Name and Title

No additional users at this time
Print Authorized User Name and Title

August 18, 2015

[Signature]
Signature of Authorized Agent

Date

To **Remove** Authorized Users From this Escrow Account:

I, _____ (print name), Authorized Agent for the
_____ (Agency), do hereby authorize the
removal of the following Authorized User(s) for escrow account number

effective on _____ (date).

Print Name to be Removed

Print Name to be Removed

Signature of Authorized Agent

Date

EXHIBIT "D"
 CLERK & COMPTROLLER - COURT SERVICES DIVISION - TRANSACTION REQUEST FORM

Town of Mangonia Park

REQUESTING AGENCY NAME

ACCOUNT NUMBER TO BE DEBITED

SIGNATURE OF AUTHORIZED USER / TITLE/ID#

August 18, 2015

DATE

SERVICE(S) NEEDED:

TYPE	COST	QUANTITY
Document Copy	\$1.00 per Page	
Certified Document	\$3.00 per Document	
Record Search	\$2.00 per Name/per YR.	
Driving Record	\$14.25 (3 yr)/\$16.25 (History)	
Filing Fee - MO/CO	\$10.00	
Re-Open Fee	\$50.00	

DETAILED INSTRUCTIONS:

(If you are in need of services other than those provided, please identify the specific services needed below)

NOTE: For copy/certification requests, please provide the case number(s) and the exact document name you need copied (ex. Information, PC, Judgment, Sentence). Please be specific so that we can provide you with prompt, accurate service.

Sherry Albury

561.848-1235

Contact Name

Phone Number

Clerk's Office use only	
Date Completed:	_____
Amount Charged:	\$ _____
Receipt Number:	_____
Clerk's Name	_____
Pickup by	_____
Authorized User ID#	_____