



## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	\$ -0-	-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	\$ -0-	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget?    Yes    No

Budget Acct No.: Fund\_\_ Dept.\_\_ Unit\_\_ Object  
Program

### Recommended Sources of Funds/Summary of Fiscal Impact:

This item has no additional fiscal impact.  
FDOT will utilize Federal funding for the project.

C. Departmental Fiscal Review: Alex Kovalainen

## III. REVIEW COMMENTS

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

N. Diaz 9/20/12  
OFMB  
9/20/12 9/19/12  
9/27/12 B. Smith

Dr. J. Jacobson 9/28/12  
Contract Dev. and Control  
9/27/12 B. Smith

### B. Approved as to Form and Legal Sufficiency:

Marlene K. Pettit 9/13/12  
Assistant County Attorney

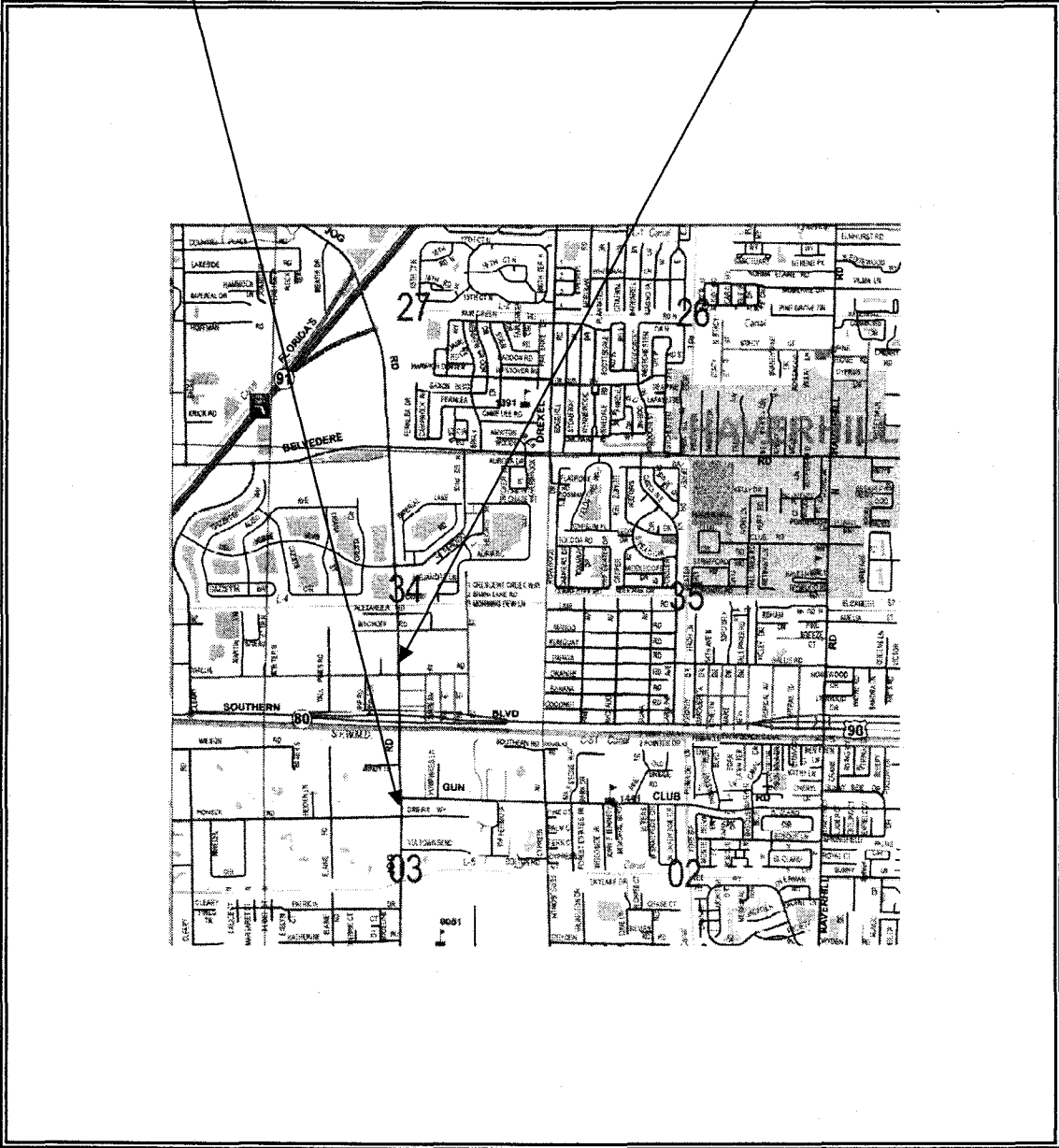
### C. Other Department Review:

\_\_\_\_\_  
Department Director

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

LOCATION MAP

JOG ROAD – S OF GUN CLUB ROAD TO N OF WALLIS ROAD



SECTION No.: N/A  
FM No. (s): 425959-1-52-01  
COUNTY: Palm Beach  
S.R. No.: N/A

**DISTRICT FOUR  
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the DEPARTMENT and **PALM BEACH COUNTY**, a political subdivision, existing under the Laws of Florida, hereinafter called the AGENCY.

**WITNESSETH:**

**WHEREAS**, the AGENCY has jurisdiction over Jog Road as part of the County Highway System from south of Gun Club Road to north of Wallis Road; and

**WHEREAS**, the AGENCY and the DEPARTMENT seek to install and have maintained by the AGENCY certain Highway improvements within the right of way of Jog Road as described within **Exhibit A**; and

**WHEREAS**, pursuant to **§339.07, 339.08 and 339.12**, Florida Statutes and the "Safe, Accountable, Flexible, Efficient Transportation Act: A Legacy for Users" ("SAFETEA -LU") the DEPARTMENT is authorized to undertake a project within the AGENCY geographical limits and the AGENCY is desirous of having this improvement constructed; and

**WHEREAS**, the said project is identified and known to the parties as Jog Road at SR 80 Bridge Widening over C-51 Canal, Financial Project Identification Number 425959-1-52-01, hereinafter **PROJECT**, which will benefit the AGENCY; and

**WHEREAS**, in accordance with Title 23, U.S. Code, Section 116 and Federal Highway Administration regulations issued pursuant thereto, there must be an agreement from the AGENCY to maintain **PROJECT**; and

**WHEREAS**, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

**WHEREAS**, the AGENCY by Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_, attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so;

**NOW THEREFORE**, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The DEPARTMENT has undertaken the PROJECT and obtained the approval of Federal participation in PROJECT.
2. The AGENCY shall allow the DEPARTMENT and its contractors to enter on the County Right of way to construct the PROJECT.
3. The AGENCY agrees to accept the improvements thereon upon "final acceptance" by the DEPARTMENT of the PROJECT, (as that term is defined below).
4. It is understood and agreed by the parties that upon "final acceptance" by the DEPARTMENT of the PROJECT, (as that term is described in the Standard Specifications for Roadway and Bridge Construction dated 2010, as amended by contract documents section 5-11) and Notice thereof to the AGENCY, the AGENCY shall be responsible for maintenance of said PROJECT, at its cost, in accordance with the following Federally and State accepted standards and all costs related thereto: (a) FDOT Plans Preparation Manual (PPM), (b) Florida Green Book dated 2007, as amended (c) Governing standards and specifications: FDOT Design Standards dated 2010, as amended (d) Standard Specifications for Roadway and Bridge Construction dated 2010, as amended by contract documents, and (e) Manual on Uniform Traffic Control Devices (MUTCD), current edition, or as amended.
5. Signals: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary to accomplish signal and interconnect connections for the PROJECT.
6. Drainage and Environmental permitting: For all permits; the AGENCY shall sign as applicant and be responsible for the maintenance of the road and permit. Further the AGENCY shall be in compliance with all permits after the construction is complete. The AGENCY shall execute all documentation necessary in a timely matter.
7. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings as represented in the Final Proposed Construction plans. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.
8. This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.
9. Indemnification by contractor: The DEPARTMENT shall require its contractor to indemnify, defend, save and hold harmless, the AGENCY from all claims, demands, liabilities and suits of any nature arising out of, because of, or due to any intentional and/or negligent act or occurrence, omission, or commission of the contractor, its agents, subcontractors, consultants and/or employees, arising out of the PROJECT.
10. Unforeseen issues: If unforeseen issues shall arise, the AGENCY shall cooperate with the DEPARTMENT in any way necessary in order to construct the project including but not limiting to executing documents, allowing the DEPARTMENT or its contractor to enter into any real property held by the AGENCY or any Occupancy right the AGENCY may have.

11. E-verify requirements: The AGENCY, during maintenance of the PROJECT:

- 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 Vendor/Contractor during the term of the contract; and
- shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

12. LIST OF EXHIBITS

Exhibit A: Project Improvements and Scope

(This space intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year provided below.

AGENCY

COUNTY

ATTEST:

PALM BEACH COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

By \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 2012

Approved as to form and legal sufficiency:

By \_\_\_\_\_  
County Attorney

Approved as to terms and conditions:

By 12/4 Ornela A. Fernandez

ATTEST:

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Executive Secretary

(SEAL)

By \_\_\_\_\_  
Transportation Development Director

Approval as to Form:

\_\_\_\_\_  
District General Counsel (    /    / 2012 )

SECTION No.:	N/A
FM No. (s)	425959-1-52-01
COUNTY:	Palm Beach
S.R. No.:	N/A

## **EXHIBIT A**

### **PROJECT IMPROVEMENTS AND SCOPE**

Improvements on AGENCY's (the County) Right of way.

#### **Summary of Work:**

- JOG ROAD @ SR-80/SOUTHERN BLVD.
  - WIDENING OF BRIDGE OVER C-51 CANAL;
  - MINOR WIDENING ON JOG ROAD TO ACCOMMODATE PAVED SHOULDERS

#### **Typical Section**

- Variable width median. Existing typical section to remain otherwise.

#### **ADA**

- Reconstruct new crosswalks, sidewalks, and ramps in compliance with ADA standards at impacted locations.

#### **Lighting**

- Lighting is by FPL. FDOT will reimburse FPL to relocate 4 poles and add 1 additional pole. Palm Beach County will enter into lighting agreement with FPL to pay for ongoing costs.

#### **Signalization**

- Signal pole will be replaced at SW quadrant of Southern and Jog only.

#### **Drainage**

- Modifications to the existing closed drainage system to relocate inlets impacted by the realignment / widening. New exfiltration trench to account for additional widening area. Existing exfiltration trench to remain.

#### **Utilities**

- Relocation of utilities will be coordinated during design following standard FDOT utility accommodation guidelines.

#### **Structures**

- Widen existing bridge structure over the C-51 Canal.

#### **Landscape**

- No new or replacement landscaping will be done as part of this project. Existing irrigation will be repaired to the extent that it is directly impacted by roadway construction.



**RESOLUTION NO. R-2012-**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA; AUTHORIZING THE CHAIR TO EXECUTE THE HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION CONCERNING THE JOG ROAD FROM SOUTH OF GUN CLUB ROAD TO NORTH OF WALLIS ROAD PROJECT.**

**WHEREAS**, the Florida Department of Transportation (FDOT) intends to construct improvements to Jog Road from South of Gun Club Road to North of Wallis Road; and

**WHEREAS**, the FDOT has requested that Palm Beach County (County) enter into a Highway Maintenance Memorandum Of Agreement (Agreement) outlining the responsibilities of each party with respect to the construction of Jog Road from South of Gun Club Road to North of Wallis Road; and

**WHEREAS**, the Board of County Commissioners has determined execution of the Agreement to be in the best interest of the citizens and residents of the County.

(Intentionally Left Blank)

NOW, THEREFORE be it resolved by the Board of County Commissioners of Palm Beach County, Florida, that the Chair is hereby authorized to execute the Agreement.

1. The recitations set forth herein above are true, accurate and correct and are incorporated herein.
2. This Resolution will take effect upon its adoption.

The foregoing resolution was offered by Commissioner \_\_\_\_\_ who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Commissioner Shelley Vana, Chair	-
Commissioner Steven L. Abrams, Vice Chairman	-
Commissioner Karen T. Marcus,	-
Commissioner Paulette Burdick	-
Commissioner Burt Aaronson	-
Commissioner Jess R. Santamaria	-
Commissioner Priscilla A. Taylor	-

The Chair thereupon declared the Resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA BY  
ITS BOARD OF COUNTY  
COMMISSIONERS

SHARON BOCK, CLERK AND  
COMPTROLLER

By: \_\_\_\_\_

Assistant County Attorney

By: \_\_\_\_\_

Deputy Clerk