

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

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<b>Meeting Date:</b>	August 20, 2019	<input checked="" type="checkbox"/> <b>Consent</b>	<input type="checkbox"/> <b>Regular</b>
		<input type="checkbox"/> <b>Ordinance</b>	<input type="checkbox"/> <b>Public Hearing</b>

  

<b>Department:</b>	Engineering & Public Works
<b>Submitted By:</b>	Engineering & Public Works
<b>Submitted For:</b>	Traffic Division

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**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to:

A) adopt a Resolution to approve a highway maintenance memorandum of agreement (HMMOA) with the Florida Department of Transportation (FDOT) for the portion of Palm Beach County (County) right-of-way (ROW) within the FDOT's project to design and construct an 8-foot wide asphalt sidewalk on the south side of Clint Moore Road from El Rio Trail to NW 2nd Avenue (Project); and

B) approve the HMMOA with the FDOT for the Project.

**SUMMARY:** Adoption of this Resolution to approve the HMMOA will allow the FDOT to design and construct the Project. The County's ROW extends from El Rio Trail east to the bridge approach to I-95, Bridge Number 930202. The HMMOA is required since the Project impacts a County ROW and will provide authority for FDOT to construct the Project within County ROW. Construction will be funded by FDOT at an estimated cost of \$665,152. After completion of the Project, the County will retain ownership, operation, and maintenance responsibility for the portion of the Project within the County's ROW. District 4 (YBH)

**Background and Justification:** The City of Boca Raton desires the FDOT to design and construct the Project. FDOT requires execution of the HMMOA to provide authority for FDOT to construct the portion of the improvements within the County's ROW.

**Attachments:**

1. Location Sketch
2. Resolution (5)
3. HMMOA with Exhibit A (5)

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<b>Recommended By:</b>	<i>MEL</i> <u>ma David E. Rub</u>	<u>7/19/2019</u>	<b>Date</b>
	County Engineer		
<b>Approved By:</b>	<u>Pat</u>	<u>7/20/19</u>	<b>Date</b>
	Assistant County Administrator		

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2019	2020	2021	2022	2023
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-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No  
 Does this item include the use of federal funds? Yes No X

**Budget Account No:**

Fund 1201 Dept 360 Unit 3220 Object Various

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

County Transportation Trust Fund  
 Traffic Operations

This item has no immediate fiscal impact. The County will be responsible for maintaining the sidewalks and detectable warnings after completion of the Project. Subsequent year amounts are subject to BCC approval of future budgets.

**C. Departmental Fiscal Review:**

*Alicia Kovalainen*

**III. REVIEW COMMENTS**

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

*Leah* 7/18/19  
 OFMB 7/18

*A. J. Jaworski* 7/23/19  
 Contract Dev. and Control 7/23/19 TW

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

*M. B. Hermon* 7/25/19  
 Assistant County Attorney

**C. Other Department Review:**

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

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



Impact Fee Zone 5

**RESOLUTION NO. 2019-\_\_\_\_\_**

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, APPROVING THE HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, FOR THE DESIGN AND CONSTRUCTION OF A SHARED USE PATHWAY ON THE SOUTH SIDE OF CLINT MOORE ROAD FROM EL RIO TRAIL TO I-95.

**WHEREAS**, the City of Boca Raton (City) desires the Florida Department of Transportation (FDOT) to design and construct an 8-foot wide asphalt sidewalk on the south side of Clint Moore Road from El Rio Trail to NW 2<sup>nd</sup> Avenue (Project) within the City's municipal limits under Financial Project ID 438388-1-52-01; and

**WHEREAS**, the portion of the Project, Clint Moore Road from El Rio Trail east to the bridge approach to I-95, Bridge Number 930202, is a Palm Beach County (County) maintained right-of-way (ROW); and

**WHEREAS**, the FDOT has requested that the County enter into a Highway Maintenance Memorandum of Agreement (HMMA) outlining the responsibilities of FDOT and the County with respect to the portion of the Project within the County's ROW; and

**WHEREAS**, the FDOT will be responsible for the funding and construction of the Project; and

**WHEREAS**, the Project is funded for construction in FDOT's Fiscal Year 2020; and

**WHEREAS**, the County will maintain the portion of the Project within the County's ROW after FDOT completes construction; and

**WHEREAS**, the City has traffic control jurisdiction within the Project's limits and is responsible for maintaining traffic control devices; and

**WHEREAS**, the FDOT and the City expect to enter into a separate agreement outlining the responsibilities between them with respect to the section of the Project on the east side of Bridge 930202; and

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

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

1. The foregoing recitals are true and correct and are incorporated herein.
2. The County hereby supports FDOT's design and construction of the Project.
3. The County shall maintain the portion of the Project within the County's ROW after FDOT completes construction.
4. This Resolution shall take effect upon adoption.

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

- District 7: Mack Bernard, Mayor -
- District 3: Dave Kerner, Vice Mayor -
- District 1: Hal R. Valeche -
- District 2: Gregg K. Weiss -
- District 4: Robert S. Weinroth -
- District 5: Mary Lou Berger -
- District 6: Melissa McKinlay -

The Mayor thereupon declared the Resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

PALM BEACH COUNTY, FLORIDA  
BY AND THROUGH ITS BOARD OF COUNTY  
COMMISSIONERS

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

SHARON R. BOCK, CLERK & COMPTROLLER

BY: ybh  
Yelizaveta B. Herman  
Assistant County Attorney

BY: \_\_\_\_\_  
Deputy Clerk

**SECTION No.:** 93000001  
**FM No.:** 438388-1-52-01  
**AGENCY:** Palm Beach County  
**C.R. No.:** N/A

**DISTRICT FOUR  
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT**

**THIS AGREEMENT**, 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 of the State of Florida, or a municipal corporation existing under the Laws of Florida, hereinafter called the **AGENCY** collectively referred to as Parties.

**WITNESSETH:**

**WHEREAS**, the **AGENCY** has jurisdiction over Clint Moore Road, as part of the County roadway system from El Rio Trail to bridge approach to I-95 / Bridge Number 930202; and

**WHEREAS**, pursuant to Sections 339.07, 339.08 and 339.12, Florida Statutes and Federal funding provisions the **DEPARTMENT** is authorized to undertake projects within the **AGENCY**'s geographical limits and the **AGENCY** agrees to have this improvement constructed; 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 with the **AGENCY** to maintain the project; and

**WHEREAS**, pursuant to such authority, the **DEPARTMENT** and the **AGENCY** agrees to have the **DEPARTMENT** construct certain improvements more particularly described as Financial Project ID 438388-1, which involves the construction of an 8-foot asphalt sidewalk on the south side of Clint Moore Road; hereinafter referred to as the "Project", as more particularly described in **Exhibit A**; and

**WHEREAS**, the **DEPARTMENT** may not spend state funds for Off-system projects; and

**WHEREAS**, upon acquisition of the necessary right-of-way, if needed, the **DEPARTMENT** will proceed to construct the 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 on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, a copy of which is 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 recitals set forth above are true and correct and are deemed incorporated herein.
2. The DEPARTMENT has undertaken and obtained the approval of Federal participation for the Project. The AGENCY is responsible for additional Project costs determined to be Federal Aid Non-Participating.
3. The AGENCY shall allow the DEPARTMENT and its contractors to enter onto the existing AGENCY property. No further permit or agreement from the Agency shall be required to construct this Project.
4. The AGENCY shall continue to maintain the existing roadway and any property owned by AGENCY until the DEPARTMENT begins construction of the Project. The AGENCY shall continue to be responsible for mowing and litter removal during the duration of the Project.
5. Upon "final acceptance" by the DEPARTMENT of the Project, (as "final acceptance" is described in the Standard Specifications for Roadway and Bridge Construction dated 2018, as amended), and Notice thereof to the AGENCY, the AGENCY shall maintain the Project, at its own cost, in accordance with the following Federally and State accepted standards: (a) FDOT Design Manual (FDM), current edition (b) Florida Green Book dated 2016, as amended (c) Governing standards and specifications: FDOT Design Standards dated FY 2017-18, as amended (d) Standard Specifications for Roadway and Bridge Construction dated 2018, as amended by contract documents. Maintenance of said Project includes maintaining the 8-foot asphalt sidewalks and detectable warnings. The Department shall give the AGENCY ten (10) days notice before "final acceptance".
  - a. The AGENCY grants herein to the DEPARTMENT all rights necessary to enter and construct the Project.
6. No additional right of way is required for the PROJECT. The PROJECT can be completed within the AGENCY's public right of way.
7. Warranties: The DEPARTMENT shall transfer any applicable warranties to the AGENCY.
8. Environmental permitting: If requested by the DEPARTMENT, the AGENCY shall sign as a joint applicant and be responsible for the permits related to the Project. Further the AGENCY shall be in compliance with all permits after the construction is complete and the right of way is transferred to the AGENCY. To the extent permitted by law, the AGENCY shall indemnify the DEPARTMENT for any violations by the AGENCY of any permits issued to the Department or jointly to the AGENCY and the DEPARTMENT after construction is complete. The AGENCY shall execute all documentation required by the permitting agencies in a timely manner to accept transfer of the Project. For various occupancy permits the AGENCY shall be the applicant.
9. Utilities: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to

accomplish utility relocations for this Project. This shall include, but not be limited to, entering into utility subordination agreements with the affected utility owners, thereby assuming liability for future utility relocations within the AGENCY right of way and proposed right of way. This shall also include having the AGENCY require the Utility to relocate or adjust if the utility is there by permit, as necessary.

- a. AGENCY'S Utilities: The AGENCY shall relocate and adjust its own utilities including connection with utility customers.

Signals: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to affect signal and interconnect connections for the Project.

10. Unforeseen issues: If unforeseen issues shall arise, the AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to construct the Project including but not limited to executing documents and allowing the DEPARTMENT or its contractor to enter into any real property owned, possessed and/or controlled by the AGENCY or any other occupancy right the AGENCY may have.
11. E-verify requirements: The AGENCY:
  - 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 AGENCY during the term of the contract; and
  - shall expressly require any contractors 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 during the contract term.
12. 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.
13. This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.
14. LIST OF EXHIBITS
  - **Exhibit A:** Project Scope

[This space intentionally left blank.]



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

AGENCY

ATTEST:  
Sharon R. Bock  
Clerk & Comptroller

Palm Beach County, A Political Subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mack Bernard, Mayor

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Approved as to form and legal sufficiency

Approved as to terms and conditions

By: ybh \_\_\_\_\_  
Yelizaveta B. Herman  
Assistant County Attorney

By: \_\_\_\_\_  
Motasem A. Al-Turk, Ph.D., P.E.  
Traffic Division Director

DEPARTMENT

ATTEST:

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Executive Secretary  
(SEAL)

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Approval :

\_\_\_\_\_  
Office of the General Counsel (Date)

**SECTION No.:** 93000001  
**FM No.:** 438388-1-52-01  
**AGENCY:** Palm Beach County  
**C.R. No.:** N/A

**EXHIBIT A**

**PROJECT SCOPE**

All of the improvements are to be completed by DEPARTMENT within the AGENCY's existing right-of-way.

Install an 8-foot asphalt sidewalk on the south side of Clint Moore Road. Other pedestrian and bicyclist upgrades along the south side (eastbound) of Clint Moore Road including installation of a new crosswalk on the south leg of the Clint Moore Road and Park of Commerce Boulevard and new detectable warning surfaces.

Mobility project - exempt from surface water management licensing requirements.