

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

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<b>Meeting Date:</b>	February 11, 2020	<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 installation of video detection cameras and equipment at multiple intersections within Palm Beach County (County) right-of-way (ROW) and FDOT ROW (Project); and

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



**SUMMARY:** Adoption of this Resolution and approval of the HMMOA will support the FDOT’s installation of video detection cameras at multiple intersections throughout the County, to enhance traffic signal operations by upgrading the devices used to detect vehicular traffic. The Project will be completed by FDOT and will be constructed in County ROW and FDOT ROW. The HMMOA is required to provide authority to the FDOT to construct the Project within County’s ROW. Construction shall be funded by FDOT at an estimated cost of \$839,569.97. Upon completion of the Project, maintenance of the project shall be the responsibility of the County. Districts 1, 2, 3, 6, 7 (YBH)

**Background and Justification:** FDOT requires execution of the HMMOA to provide authority for FDOT to construct improvements in the County’s ROW. The portion of the project within FDOT ROW will be maintained by County in accordance with the terms of the Traffic Signal Maintenance and Compensation Agreement between FDOT and County dated July 1, 2018.

**Attachments:**

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

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<i>MEZ</i>		
<b>Recommended By:</b>	County Engineer	Date
		1/13/2020
<b>Approved By:</b>		Date
	Assistant County Administrator	1/22/20

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2020	2021	2022	2023	2024
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 No X  
 Does this item include the use of federal funds? Yes X No

**Budget Account No:**

Fund Dept Unit Object

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

This item has no immediate fiscal impact. The County will be responsible for maintaining and operating the Project improvements 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:**

*[Signature]* 1/14/2020  
 OFMB 8/1/14

*[Signature]* 1/16/2020  
 Contract Dev. and Control 1/16/2020 TW

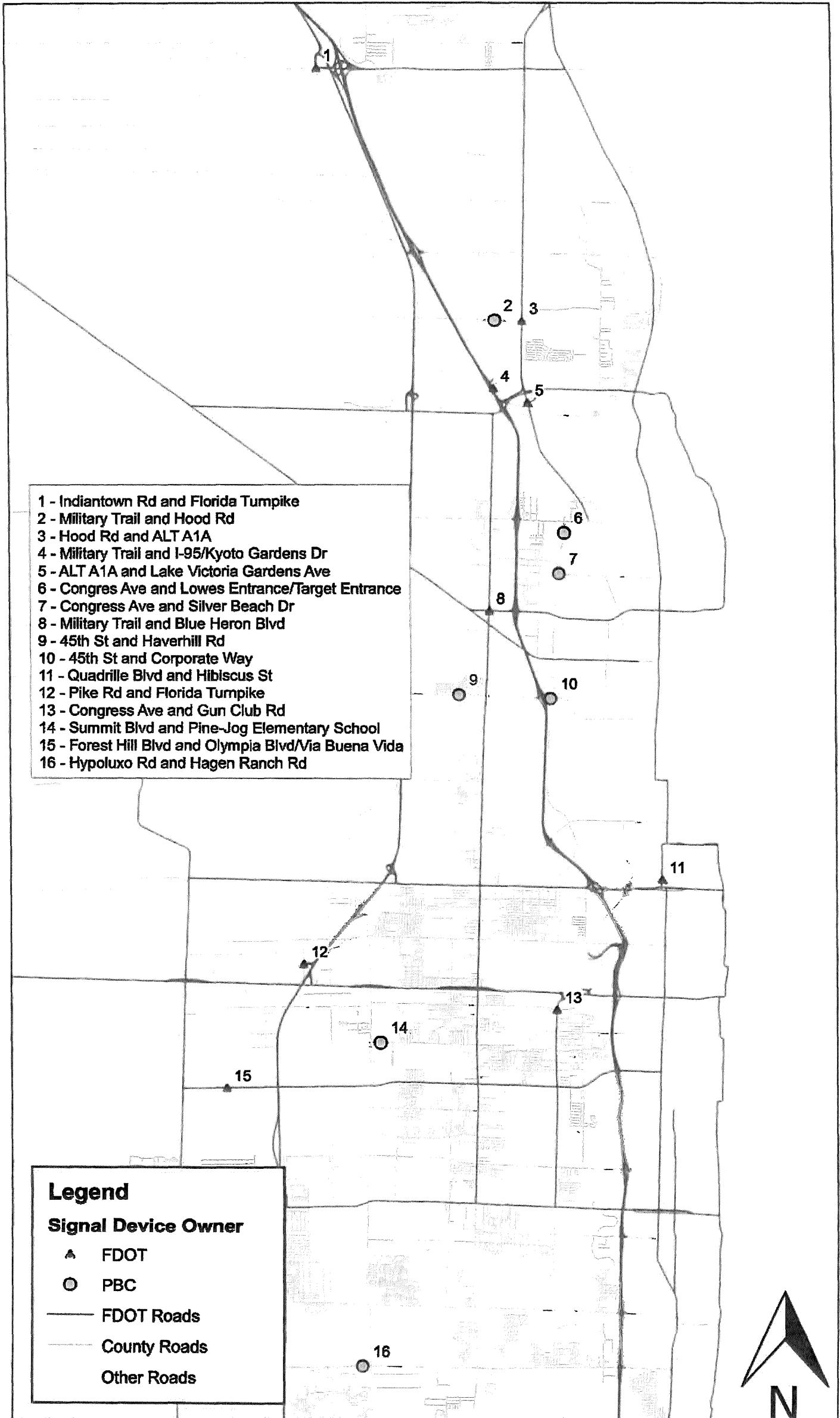
**B. Approved as to Form and Legal Sufficiency:**

*[Signature]* 1/17/2020  
 Assistant County Attorney

**C. Other Department Review:**

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

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



Impact Fee Zones 1, 2, 3, 4

**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 INSTALLATION OF VEHICLE DETECTION CAMERAS AND EQUIPMENT AT MULTIPLE INTERSECTIONS THROUGHOUT PALM BEACH COUNTY

**WHEREAS**, Palm Beach County (COUNTY) desires the Florida Department of Transportation (FDOT) to install video detection cameras and equipment at multiple intersections within COUNTY maintained right-of-way (ROW) and FDOT maintained ROW under Financial Project ID 438387-1-52-01 (PROJECT); and

**WHEREAS**, the PROJECT will enhance traffic signal operations by upgrading the devices used to detect vehicular traffic; and

**WHEREAS**, portions of the PROJECT are located within COUNTY ROW; and

**WHEREAS**, COUNTY is currently responsible for maintaining those portions of the PROJECT within FDOT ROW as part of an existing traffic signal maintenance agreement; and

**WHEREAS**, the FDOT has requested that COUNTY enter into a Highway Maintenance Memorandum of Agreement (HMMOA) outlining the responsibilities of FDOT and COUNTY with respect to the portion of the PROJECT within COUNTY 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**, COUNTY will maintain the portion of the PROJECT within COUNTY ROW after FDOT completes construction; and

**WHEREAS**, COUNTY will maintain the portion of the PROJECT within the FDOT ROW after FDOT completes construction in accordance with the terms of the Traffic Signal Maintenance and Compensation Agreement between FDOT and COUNTY dated July 1, 2018; and

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

1. The foregoing recitals are true and correct and are incorporated herein.
2. COUNTY hereby supports FDOT's construction of the PROJECT.
3. COUNTY shall maintain the portion of the PROJECT within COUNTY ROW after FDOT completes construction.
4. COUNTY shall maintain the portion of the PROJECT within FDOT ROW in accordance to the terms of the above referenced Agreement dated July 1, 2018.

5. 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:

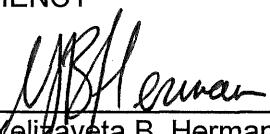
District 3:	Dave Kerner, Mayor	-
District 4:	Robert S. Weinroth, Vice Mayor	-
District 1:	Hal R. Valeche	-
District 2:	Gregg K. Weiss	-
District 5:	Mary Lou Berger	-
District 6:	Melissa McKinlay	-
District 7:	Mack Bernard	

The Mayor thereupon declared the Resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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.:** 93190000, 93150000,  
93000106, 93250500,  
93000197, 93000281,  
93000004, 93000187,  
93000136, 93000040,  
93514502, 93000209

**FM No.:** 438387-1-52-01  
**AGENCY:** PALM BEACH COUNTY  
**C.R. No.:** 702, 706, 807, 809

**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 the following intersections as set forth on exhibit A attached hereto and made a part hereof

2. Military Trail and Hood Rd
6. Congress Ave and Lowes Entrance/Target Entrance (1300 feet south of Northlake Blvd.)
7. Congress Ave and Silver Beach Rd
9. 45<sup>th</sup> Street and Haverhill Rd
10. 45<sup>th</sup> and Corporate Way
14. Summit Blvd and Pine Jog Elementary School
16. Hypoluxo Rd and Hagen Ranch Rd

as part of the County roadway system; and

**WHEREAS**, the **DEPARTMENT** has jurisdiction over the following intersections as set forth on exhibit A attached hereto and made a part hereof

1. Indiantown Rd and Florida Turnpike
3. Hood Rd and Alt A1A
4. Military Trail and I-95/Kyoto Gardens Drive
5. Alt A1A and Lake Victoria Gardens Ave (Loop Rd)
8. Military Trail and Blue Heron Blvd
11. Quadrille Blvd and Hibiscus Street
12. Pike Rd and Florida Turnpike
13. Congress Ave and Gun Club Road
15. Forest Hill Blvd and Olympia Blvd/Via Buena Vida

as part of the State roadway system; 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 project 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 agree to have the DEPARTMENT construct certain improvements more particularly described as Financial Project ID 438387-1, which involves the installation of vehicle detection cameras and equipment as a part of the video detection system; 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 2019, 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 2019-20, as amended (d) Standard Specifications for Roadway and Bridge Construction dated 2019, as amended by contract documents, and (e) Manual on Uniform Traffic Control Devices (MUTCD), current edition, or as amended. Maintenance of said Project includes maintaining the vehicle detection camera system. The Department shall give the AGENCY ten (10) day's notice before final acceptance.

- a. The AGENCY grants to the DEPARTMENT all rights necessary to enter and construct the Project.
  - b. Notwithstanding the provisions hereinbefore set forth in this paragraph, the improvements set forth in Exhibit A at intersection numbers 1, 3, 4, 5, 8, 11, 12, 13 and 15 above shall be maintained by the AGENCY in accordance with the terms of that certain Traffic Signal Maintenance and Compensation Agreement between the DEPARTMENT and the AGENCY dated July 1st, 2018.
6. No additional right of way is required for the PROJECT. The PROJECT can be completed within the AGENCY's existing 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.
  10. Signals: The AGENCY shall cooperate with the DEPARTMENT to effect signal and interconnect connections for the Project.
  11. Unforeseen issues: If unforeseen issues shall arise, the AGENCY shall cooperate with the DEPARTMENT to the extent necessary to construct the Project. This shall include but not be limited to the execution of documents; allowing the Department and/or their



contractors/consultants to enter upon the real property owned, leased, possessed and/or controlled by the Agency upon which the Project is to be constructed or any property adjacent thereto.

12. The DEPARTMENT will provide the AGENCY with as-builts as a part of the final acceptance package.

13. 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.

14. 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.

15. Additional Insured: The DEPARTMENT shall include the following paragraph as part of Section 713.2 of the Standard Specifications for Road and Bridge Construction, Division 1, General Requirements and Covenants (January 2020), as amended, applicable to this Project:

“Cause Agency to be an additional insured party on the Contractor’s Public Liability and Property Damages Liability Insurance policies that insure the Contractor for the described work that it performs under the Contract.”

16. This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

17. 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.

EXECUTED by COUNTY this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(COUNTY Seal)

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

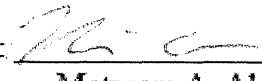
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Dave Kerner, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: ybh   
Yelizaveta B. Herman  
Assistant County Attorney

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

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.:** 93190000, 93150000,  
93000106, 93250500,  
93000197, 93000281,  
93000004, 93000187,  
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**FM No.:** 438387-1-52-01  
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**EXHIBIT A**

**PROJECT SCOPE**

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

**Signalization:** Replace loops with video detection cameras at multiple intersections.

**Intersections:**

1. Indiantown Rd and Florida Turnpike
2. Military Trail and Hood Rd
3. Hood Rd and Alt A1A
4. Military Trail and I-95/Kyoto Gardens Drive
5. Alt A1A and Lake Victoria Gardens Ave
6. Congress Ave and Lowes Entrance/Target Entrance (1300 feet south of Northlake Blvd.)
7. Congress Ave and Silver Beach Rd
8. Military Trail and Blue Heron Blvd
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