

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

Meeting Date:	February 02, 2021	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department:	Engineering & Public Works
Submitted By:	Engineering & Public Works
Submitted For:	Traffic Division

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) to replace the existing traffic signal strain poles with mast arm structures and luminaires at the intersection of Linton Boulevard and Homewood Boulevard (Project);

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

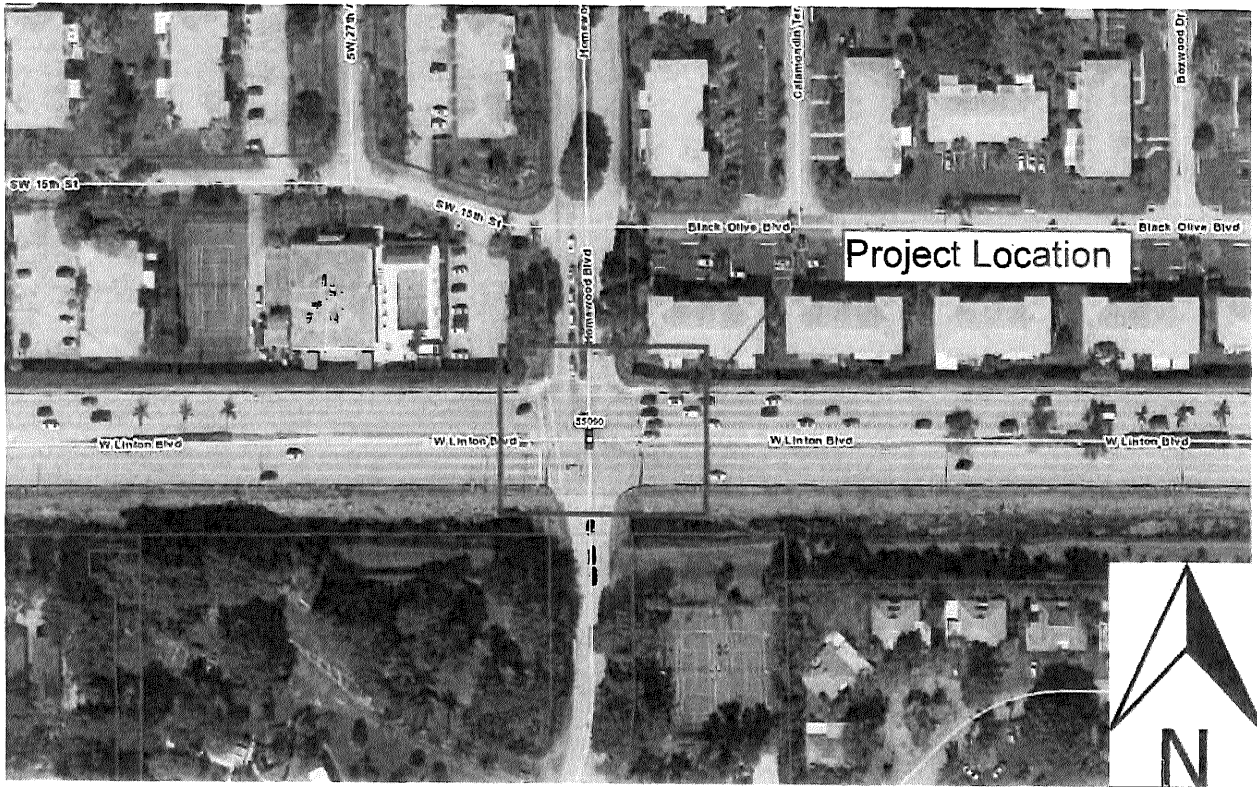
SUMMARY: Adoption of this Resolution and approval of the HMMOA will support the FDOT's installation of the Project, and approve the transfer of its ownership, operation, and maintenance to Palm Beach County (County) upon completion. The Project will be completed by FDOT and will be constructed within the County and City of Delray Beach (City) rights-of-way (ROW). The HMMOA is required to provide authority to the FDOT to construct the Project within the County's ROW. Construction shall be funded by FDOT at an estimated cost of \$400,000. The County will have no financial obligations for installation of the Project. District 4 (YBH)

Background and Justification: Pursuant to the Interlocal Agreement (R87-472) between the County and the City, as amended (R92-1016D), the County has traffic control jurisdiction over signalized intersections within the City's municipal limits. FDOT requires execution of the HMMOA to provide authority for FDOT to construct improvements within the County's ROW.

Attachments:

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

Recommended By:	<u><i>[Signature]</i></u>	1/19/2021
	YBH/TEL <u><i>ma</i></u> County Engineer	Date
Approved By:	<u><i>[Signature]</i></u>	1/19/21
	Assistant County Administrator	Date



RESOLUTION NO. R2021-_____

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 MAST ARM STRUCTURES AND LUMINAIRES AT THE INTERSECTION OF LINTON BOULEVARD AND HOMEWOOD BOULEVARD.

WHEREAS, pursuant to that certain Interlocal Agreement (R87-472) between Palm Beach County (COUNTY) and the City of Delray Beach (CITY), as amended (R92-1016D), the COUNTY has traffic control jurisdiction over signalized intersections within the CITY's municipal limits; and

WHEREAS, the Florida Department of Transportation (FDOT) intends to replace the existing traffic signal strain poles with mast arm structures and retrofit existing luminaires at the intersection of Linton Boulevard and Homewood Boulevard (PROJECT), within the municipal limits of the CITY; and

WHEREAS, Linton Boulevard within the municipal limits of the CITY is a Palm Beach County (COUNTY) right-of-way; and

WHEREAS, Homewood Boulevard within the municipal limits of the CITY is a CITY right-of-way; and

WHEREAS, the CITY will be responsible for providing FDOT the funds required for the PROJECT; and

WHEREAS, the FDOT and the CITY will enter into a separate agreement outlining the CITY's PROJECT related responsibilities; and

WHEREAS, the FDOT requires the COUNTY to enter into a Highway Maintenance Memorandum of Agreement (HMMOA) outlining the responsibilities of the COUNTY and FDOT with respect to the PROJECT; and

WHEREAS, the COUNTY shall maintain full responsibility, in perpetuity, for the ownership, operation, and maintenance of the PROJECT; and

WHEREAS, the Board of County Commissioners of Palm Beach County (BCC) has determined the execution of the HMMOA is 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:

1. The foregoing recitals are true, accurate and correct and are incorporated herein.
2. The BCC hereby supports the FDOT's construction of the PROJECT.
3. The COUNTY shall own, operate, and maintain the PROJECT after construction in perpetuity.
4. This Resolution shall take effect upon its adoption.

(Intentionally Left Blank)

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:

Commissioner Dave Kerner, Mayor	-
Commissioner Robert S. Weinroth, Vice Mayor	-
Commissioner Maria G. Marino	-
Commissioner Gregg K. Weiss	-
Commissioner Maria Sachs	-
Commissioner Melissa McKinlay	-
Commissioner Mack Bernard	-

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of _____, 2021.

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

BY: _____
Dave Kerner, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

JOSEPH ABRUZZO, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

BY: _____
Yelizaveta B. Herman
Assistant County Attorney

BY: _____
Deputy Clerk

SECTION No.: 939001-92
FM No.: 438394-1
AGENCY: Palm Beach County
C.R. No.: N/A

DISTRICT FOUR
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2020, 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 Linton Boulevard, as part of the County roadway system at the intersection of Homewood Boulevard; 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 438394-1, which involves the replacement of the existing signal at the Homewood Boulevard and Linton Boulevard intersection; 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, 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, 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 2020, 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 2020-21, as amended (d) Standard Specifications for Roadway and Bridge Construction dated 2020, as amended by contract documents (e) Manual on Uniform Traffic Control Devices (MUTCD), current edition, or as amended, and (f) Palm Beach County Traffic Signal Installation Standards and Details 2019. Maintenance of said Project includes, but is not limited to maintaining the signal at the Homewood Boulevard and Linton Boulevard intersection.
 - a. The AGENCY grants to the DEPARTMENT all rights necessary to enter and construct the PROJECT.
 - b. The Department shall give the AGENCY seven (7) days' notice before final inspection. The AGENCY will have the opportunity to inspect and identify corrections to the PROJECT within seven (7) days' notice and the DEPARTMENT agrees to undertake those corrections prior to final acceptance so long as the corrections comply with the signal plans and specification previously approved by both the DEPARTMENT and the AGENCY.
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. The AGENCY shall comply with any and all request of the DEPARTMENT to provide written notice to utility owner to initiate work necessary to alleviate interference at its own expense.; to remove or relocate non-compliant utilities; and to place liens upon non-compliant utility owners within the AGENCY right of way, as defined in Florida Statues 337.403 and 337.404. The AGENCY shall be liable and reimburse the DEPARTMENT for any cost incurred by the DEPARTMENT for the AGENCY's failure to comply with said request.
 - 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. 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.
13. 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.
14. This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

15. The DEPARTMENT will provide the AGENCY with as-builts as a part of the final acceptance package.
16. Additional Insured: The DEPARTMENT shall include the following paragraph as part of Section 7-13.2 of the Standard Specifications for Road and Bridge Construction, Division1, General Requirements and Covenants (January 2021), as amended, applicable to this PROJECT:

“Cause Palm Beach County 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.”

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.

EXECUTE by COUNTY this _____ day of _____, of 20_____.

(COUNTY Seal)

ATTEST:

Joseph Abruzzo, Clerk of the Circuit Court and Comptroller

Palm Beach County, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, by and through its BOARD OF COUNTY COMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: *Yelizaveta B. Herman*
Yelizaveta B. Herman
Assistant County Attorney

By: *Motasem A. Al-Turk*
Motasem A. Al-Turk, PhD, 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.: 939001-92
FM No.: 438394-1-52-01
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.

Signalization:

- Replace existing signal strain poles with mast arms structures in all quadrants of the intersection of Homewood Boulevard and Linton Boulevard. Proposed mast arms at the southeast and southwest quadrants will include lighting luminaires.