

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

Meeting Date:	July 12, 2022	<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 approving a Highway Maintenance Memorandum of Agreement (HMMOA) with the Florida Department of Transportation (FDOT) for roadway reconstruction on State Road 710/Beeline Highway, including intersection improvements at Northlake Boulevard, Jog Road, and Haverhill Road (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 construction of the Project, and require Palm Beach County (County) to maintain those portions of the Project within FDOT and County rights-of-way (ROW), with the exception of traffic control devices within the municipal boundaries of the City of West Palm Beach (City). The portions of the Project within FDOT ROW will be operated and maintained by the County in accordance with the terms of the Traffic Signal Maintenance and Compensation Agreement (R2018-0886). The Project includes installation of other traffic control devices, including signs and pavement markings within County ROW that are within the City’s municipal boundaries that will be maintained by the FDOT. The Project will be completed by FDOT. The construction and design shall be funded by FDOT at an estimated cost of \$144,400,000. The County will have no financial obligations for construction and design of the Project. Upon completion of the Project, certain operation and maintenance responsibilities will revert to the County. Districts 1, 2 & 7 (YBH)

Background and Justification: The HMMOA is required to provide authority to FDOT to construct the Project within the County’s maintained ROW.

Attachments:

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

Recommended By:	<i>ma Motoren</i> <i>for 6/10/22</i>	
YBH/TEL	County Engineer	Date
Approved By:	<i>FCW</i>	<i>6/27/22</i>
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
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
 Does this item include the use of federal funds? Yes No X

Budget Account No:

Fund Dept Unit Object

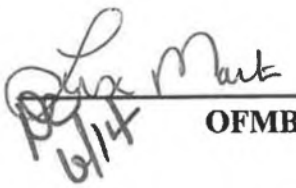
Recommended Sources of Funds/Summary of Fiscal Impact:

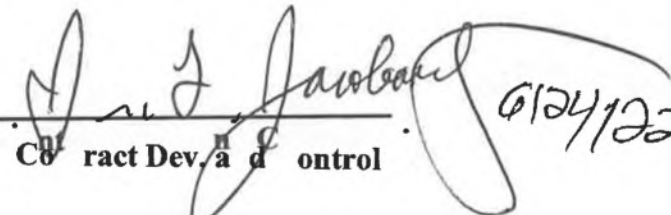
**This item has no fiscal impact. Approval of this memorandum of agreement with Florida Department of Transportation (FDOT) for roadway reconstruction on State Road 710 / Beeline Highway, including, intersection improvements at Northlake Boulevard, Jog Road, and Haverhill Road. The County will have no financial obligations for the project except for ongoing maintenance of the roadway reconstruction portions in County maintained ROW.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

 6/15/22
 OFMB 6/14

 6/14/22
 Contract Dev. and Control

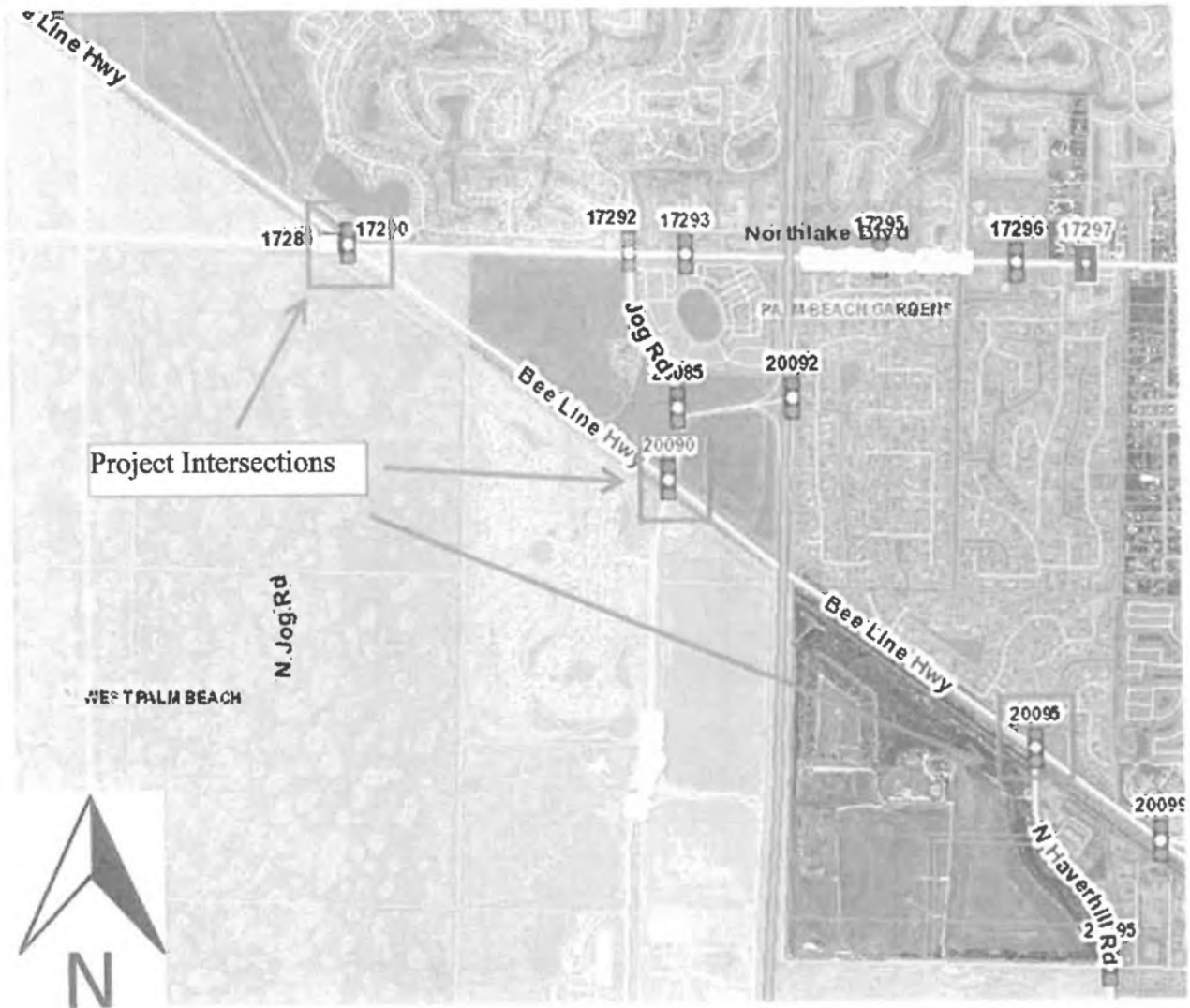
B. Approved as to Form and Legal Sufficiency:

 6/24/22
 Assistant County Attorney

C. Other Department Review:

 Department Director

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



RESOLUTION NO. R2022-_____

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 ROADWAY RECONSTRUCTION ON STATE ROAD 710 / BEELINE HIGHWAY THAT INCLUDES INTERSECTION IMPROVEMENTS AT NORTHLAKE BOULEVARD, JOG ROAD, AND HAVERHILL ROAD.

WHEREAS, Palm Beach County (COUNTY) has public road jurisdiction over CR-809A/Northlake Boulevard from 3,000 feet west of Beeline Highway/SR-710 (SR-710) to 1,700 feet east of SR-710; Jog Road from 480 feet north of SR-710 to 360 feet south of SR-710; and Haverhill Road from 230 feet north of SR-710 to 220 feet south of SR-710, as part of the COUNTY's maintained rights-of-way (COUNTY ROW); and

WHEREAS, the Florida Department of Transportation (FDOT) intends to construct certain improvements on SR-710 from Northlake Boulevard to Blue Heron Boulevard, including roadway reconstruction and intersection improvements within adjacent COUNTY ROW (PROJECT); and

WHEREAS, the PROJECT will include improvements to the signalized intersections of SR-710 at Northlake Boulevard, Jog Road, and Haverhill Road; and

WHEREAS, the COUNTY operates and maintains the above signalized intersections on behalf of FDOT, pursuant to the Traffic Signal Maintenance and Compensation Agreement (R2018-0886)(TSMCA); and

WHEREAS, the PROJECT includes installation of other traffic control devices, including signs and pavement markings within COUNTY ROW that are within the City of West Palm Beach (CITY) municipal boundaries; more specifically, Northlake Boulevard and Jog Road within the PROJECT (collectively, CITY DEVICES); and

WHEREAS, the COUNTY currently does not have traffic control authority or responsibility over the CITY DEVICES; and

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

WHEREAS, pursuant to the HMMOA, the FDOT agrees to be responsible for the maintenance of the CITY DEVICES; and

WHEREAS, pursuant to the TSMCA, the installed traffic signals and devices controlling traffic movements associated with the PROJECT's signalized intersections, except CITY DEVICES, shall be maintained by the COUNTY and reimbursed according to the terms of the TSMCA (collectively, SIGNALS); and

WHEREAS, following final acceptance of the PROJECT by FDOT, except for the CITY DEVICES, the COUNTY will operate and maintain the SIGNALS and those portions of the PROJECT located within COUNTY ROW, pursuant to the HMMOA and TSMCA; and

WHEREAS, the Board of County Commissioners (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 FDOT shall be responsible for the design and construction of the PROJECT and related costs.
4. The FDOT shall reimburse the COUNTY for maintenance of the PROJECT per the terms of the TSMCA.
5. This Resolution shall take effect upon its 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:

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

The Mayor thereupon declared the Resolution duly passed and adopted this ____ day of _____, 2022.

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

BY: _____
Robert S. Weinroth, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

JOSEPH ABRUZZO, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

BY: ybh/tel
Yelizaveta B. Herman
Assistant County Attorney

BY: _____
Deputy Clerk

SECTION No.: 93310000
FM No.: 419251-1
AGENCY: Palm Beach County
C.R. No.: 809A

DISTRICT FOUR
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement ("**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, hereinafter called the **AGENCY** collectively referred to as Parties.

WITNESSETH:

WHEREAS, the **AGENCY** has public road jurisdiction over CR-809A/Northlake Blvd. from 3,000 feet west of SR-710 to 1,700 feet east of SR-710, Jog Road from 480 feet north of SR-710 to 360 feet south of SR-710, and Haverhill Road from 230 feet north of SR-710 to 220 feet south of SR-710, as part of the Palm Beach County maintained right of way; 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, as hereinafter defined; 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, as more particularly described in **Exhibit A**, under Financial Project ID 419251-1 (Project); 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 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 the Project.
3. The AGENCY shall continue to maintain the existing roadway and any property owned by AGENCY until the DEPARTMENT begins construction of the Project.
4. Upon "final acceptance" by the DEPARTMENT of the Project, (as "final acceptance" is described in the Standard Specifications for Roadway and Bridge Construction dated 2022, as amended), and Notice thereof to the AGENCY, the AGENCY shall maintain the Project improvements constructed within the AGENCY's existing right of way as detailed in **Exhibit A**, at its own cost, in accordance with the following Federally and State accepted standards: (a) Florida Green Book dated 2018, as amended (b) Governing standards and specifications: FDOT Design Standards dated FY 2022-23, as amended (c) Standard Specifications for Roadway and Bridge Construction dated 2022, as amended by contract documents, and (d) Manual on Uniform Traffic Control Devices (MUTCD), current edition, or as amended.
 - 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 Final Proposed Construction plans and specification previously approved by both the DEPARTMENT and the AGENCY.
5. No additional right of way is required for the PROJECT. The PROJECT can be completed within the AGENCY's existing right of way.
6. Warranties: The DEPARTMENT shall transfer any applicable warranties to the AGENCY.
7. Environmental permitting: If requested by the DEPARTMENT, the AGENCY shall sign as a joint applicant and be responsible for the environmental permits related to the Project. Further the AGENCY shall be in compliance with all environmental permits after the construction is complete. To the extent permitted by law, the AGENCY shall indemnify the DEPARTMENT for any violations arising out of AGENCY'S negligence in connection with any environmental permits issued jointly to the AGENCY and the DEPARTMENT after construction is complete. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other Agency negligent, willful or intentional acts or omissions. The AGENCY shall execute all documentation required by the

permitting agencies in a timely manner for acceptance of the Project. For various occupancy permits the AGENCY shall be the applicant.

8. 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.
 - a. AGENCY'S Utilities: The AGENCY shall relocate and adjust its own utilities including connection with utility customers.
9. Signals: The AGENCY shall cooperate with the DEPARTMENT to effect 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 and feasible to construct the Project.
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 Agreement; and
 - shall expressly require any contractors performing work or providing services where applicable 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 Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings between the Parties regarding the Project. 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. The DEPARTMENT will provide the AGENCY with as-builts as a part of the final acceptance package.
14. 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, Division 1, General Requirements and Covenants (July 2022), 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.”
15. This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

16. 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_____.

ATTEST:

_____ AGENCY

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 COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Robert S. Weinroth, Mayor

Approved as to form and legal sufficiency

Approved as to terms and conditions

By: _____
Yelizaveta B. Herman
Assistant County Attorney

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

DEPARTMENT

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Transportation Development Director

_____ day of _____, 20_____

Approval:

Office of the General Counsel (Date)

SECTION No.: 93310000
FM No.: 419251-1
AGENCY: Palm Beach County
C.R. No.: 809A

EXHIBIT A

PROJECT SCOPE

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

Northlake Blvd.

Roadway reconstruction starting from station 122+80 BL Survey Northlake Blvd. and ending at station 170+06.74 BL Survey Northlake Blvd. for a total length of 4,727 feet (0.9 miles). Roadway reconstruction is composed of lane widening from 2 to 3 lanes in each direction of travel for a total of 6 traffic lanes with bicycle lanes. Addition of a dual-right turn lanes from Northlake Blvd. onto SR-710/Beeline Hwy. Installation of drainage facilities including structures, pipes, and culverts. Installation of pedestrian facilities including sidewalks, shared-use paths, crossings, and signals. Installation of guardrails and steel guiderails adjacent to the shared-use paths. Installation of traffic signals at SR-710/Beeline Hwy intersection. The DEPARTMENT will maintain the signs and roadway pavement markings.

Jog Road

Roadway Milling and resurfacing starting from station 618+80 BL Survey Jog Road and ending at station 621+44.56 BL Survey Jog Road for a total length of 265 feet (0.05 miles). Roadway reconstruction is composed 2 lanes in each direction of travel for a total of 4 traffic lanes with bicycle lanes from North side of the railroad crossing at station 621+55.48 BL Survey Jog Road to station 627+14.55 BL Survey Northlake Blvd on the North side of SR 710/Beeline Hwy. for a total length of 559 feet (0.11 miles). Installation of drainage facilities including structures, pipes, and culverts. Installation of pedestrian facilities including sidewalks, crossings, and signals. Installation of traffic signals at SR-710/Beeline Hwy intersection. The DEPARTMENT will maintain the signs and roadway pavement markings.

Haverhill Road

Roadway reconstruction starting from the North side of the railroad track at station 589+21.60 BL Survey Haverhill Rd. and ending at station 590+70.00 BL Survey Haverhill Road for a total length of 149 feet (0.03 miles). Roadway reconstruction is composed 2 lanes in each direction of travel for a total of 4 traffic lanes with bicycle lanes. Installation of drainage facilities including structures, pipes, and culverts. Installation of pedestrian facilities including sidewalks, signals, and crossings. Signs, roadway pavement markings and dynamic railroad crossing pavement markings. Installation of traffic signals at SR-710/Beeline Hwy intersection.