

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: August 25, 2026 ☒ Consent ☐ Regular
☐ Workshop ☐ Public Hearing

Department: Engineering and Public Works
Submitted For: Roadway Production Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) **adopt** a Resolution approving a Right of Way Acquisition Memorandum of Agreement (Agreement) with the State of Florida Department of Transportation (FDOT) for the construction of improvements on State Road (SR) 806/Atlantic Avenue from Florida's Turnpike to Cumberland Drive and from Cumberland Drive to Jog Road (Project); and
- B) **approve** the Agreement with the FDOT for the Project.

SUMMARY: Adoption of the Resolution approving the Agreement is required for FDOT to acquire the right of way along Hagen Ranch Road and Jog Road that is necessary for the Project to widen Atlantic Avenue, construct new drainage, bike lanes, sidewalks, medians, and traffic signals on Hagen Ranch Road and Jog Road at the intersections with Atlantic Avenue. Hagen Ranch Road and Jog Road are owned and maintained by Palm Beach County (County). The acquired right of way will be transferred to the County after construction of the Project is completed. The Project will be constructed by FDOT. Sections 25 and 26 of the Agreement require broader indemnification by the County than approved by County PPM CW-F-049. The Agreement requires the County to indemnify FDOT for any violations by the County during right-of-way acquisition and its related activities. All right-of-way acquisition is being done by FDOT. The Risk Management Department and the County Attorney's Office have reviewed the indemnification requirements for the Agreement and advised staff accordingly. Given that the liability is limited to the County's non-compliance with right-of-way acquisition and statutory caps of Section 768.28, Florida Statutes, staff recommends approval by the Board of County Commissioners (BCC). District 5 (YBH)

Background and Justification: The Engineering and Public Works Department has determined that the improvements are beneficial to the County.

Attachments:

1. Location Map
2. Resolution (3 originals)
3. Agreement with Exhibits "A" and "B" (3 originals)

Recommended by: David Z. Red 7/31/2025
ybh County Engineer Date

Approved By: Red 8/17/26
Chief Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
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)	-0-	-0-	-0-	-0-	-0-

Is Item Included in Current Budget?

Yes ☐ No ☒

Is this item using Federal Funds?

Yes ☐ No ☒

Is this item using State Funds?

Yes ☐ No ☒

Budget Account No:

Recommended Sources of Funds/Summary of Fiscal Impact

No Fiscal Impact***

Brief Description: Resolution and ROW Memorandum of Agreement to allow FDOT to acquire R/W on behalf of PBC for FDOT's Atlantic Ave project at Jog Rd and Hagen Ranch Rd

TYPE	PCN Number	Parcel Description	Reserved Asset Number	Total
ROW	00-42-46-16-36-001-0000	7533 ATLANTIC AVE CHEVRON 51345 PAR A	M10293	\$ -
ROW	00-42-46-16-36-023-0000	CHEVRON 51345 TR W K/A WATER MGMT	M10294	\$ -

Angel DiPiero
County Clerk
Palm Beach County
1000 S. US Highway 1
Palm Beach, FL 33480
Phone: 561.832.2200
Fax: 561.832.2201

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

ASD/EA 7/17/26
OFMB
M0111
JAH 7/12

Brundi Mack 8/3/26
Contract Dev. and Control 26.3.21.26

B. Approved as to Form and Legal Sufficiency:

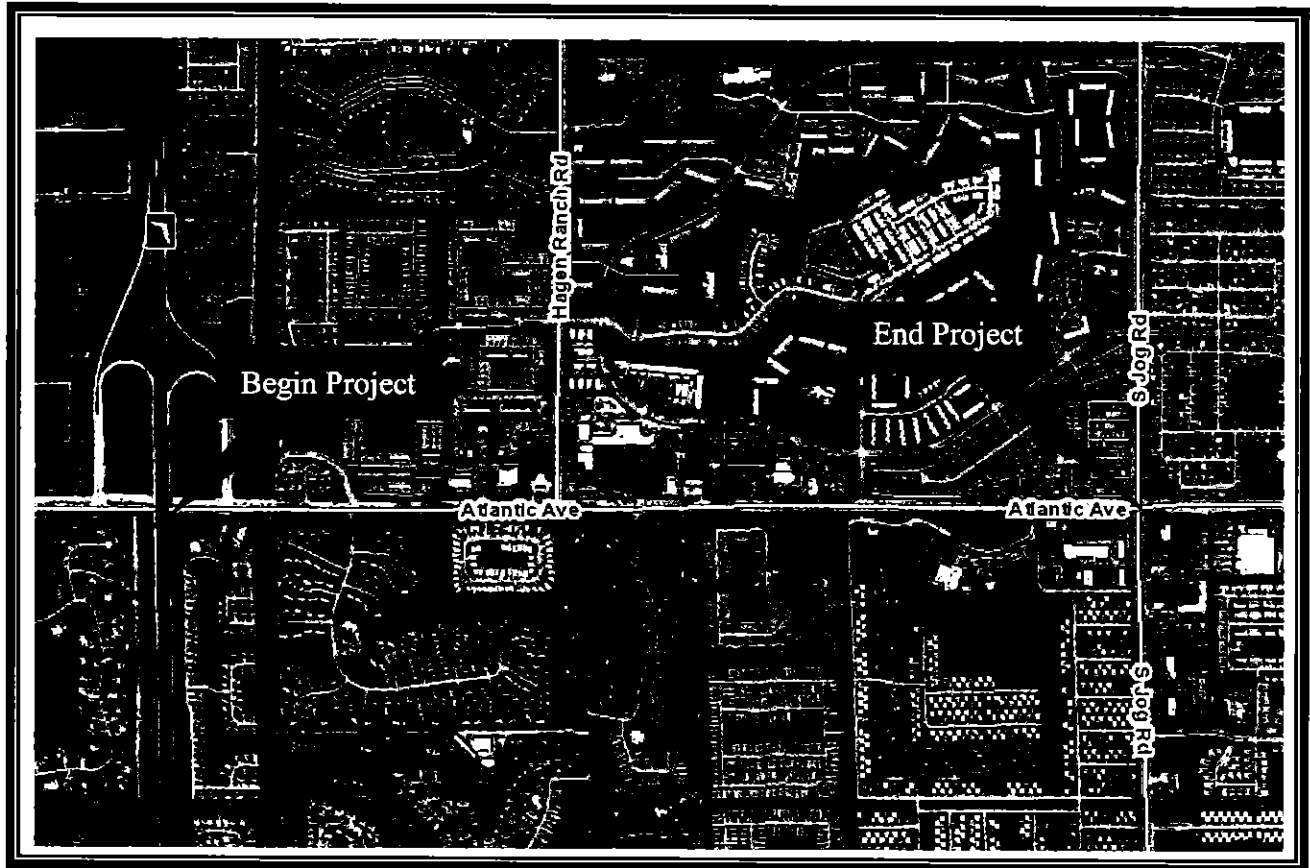
MSA 8/3/26
Assistant County Attorney

C. Other Department Review:

Department Director

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

**SR 806/ATLANTIC AVENUE FROM FLORIDA'S TURNPIKE TO CUMBERLAND
DRIVE AND FROM CUMBERLAND DRIVE TO JOG ROAD
LOCATION MAP**



ATTACHMENT 1

RESOLUTION NO. R-2026 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, APPROVING A RIGHT OF WAY ACQUISITION MEMORANDUM OF AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF IMPROVEMENTS ON SR-806/ATLANTIC AVENUE FROM FLORIDA'S TURNPIKE TO CUMBERLAND DRIVE AND FROM CUMBERLAND DRIVE TO JOG ROAD.

WHEREAS, the Florida Department of Transportation (FDOT) is constructing a transportation project for improvements to SR-806/Atlantic Avenue from Florida's Turnpike to Cumberland Drive and from Cumberland Drive to Jog Road, under Financial Management Project ID 440575-4-52-02 and 440575-5-52-02, respectively (Project); and

WHEREAS, the FDOT is the owner of SR-806/Atlantic Avenue and Palm Beach County (County) is the owner of Hagen Ranch Road and Jog Road; and

WHEREAS, the Project will involve acquisition by the FDOT of various property interests along Hagen Ranch Road and Jog Road; and

WHEREAS, upon completion of the Project, FDOT will transfer the acquired property interests along Hagen Ranch Road and Jog Road to the County; and

WHEREAS, the Right of Way Acquisition Memorandum of Agreement (Agreement) establishes the terms under which the FDOT will acquire from and transfer to the County the property interests along Hagen Ranch Road and Jog Road; and

WHEREAS, the Board of County Commissioners (BCC) has determined execution of the Agreement 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 Mayor is hereby authorized to execute the Agreement.
2. The recitations set forth herein above are true, accurate and correct and are incorporated herein.
3. The BCC hereby approves the Agreement with the FDOT.
4. This Resolution shall take effect upon its adoption.

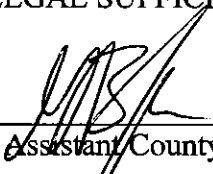
The foregoing Resolution was offered by Commissioner _____ who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Commissioner Sara Baxter, Mayor	_____
Commissioner Marci Woodward, Vice Mayor	_____
Commissioner Gregg K. Weiss	_____
Commissioner Joel G. Flores	_____
Commissioner Maria G. Marino	_____
Commissioner Maria Sachs	_____
Commissioner Bobby Powell, Jr.	_____

The Mayor thereupon declared the Resolution duly passed and adopted this ____ day of _____, 2026.

PALM BEACH COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA,
BY AND THROUGH ITS BOARD OF COUNTY
COMMISSIONERS

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Assistant County Attorney

MICHAEL A. CARUSO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Division Director

**RIGHT OF WAY ACQUISITION
MEMORANDUM OF AGREEMENT**

This is a Memorandum of Agreement (AGREEMENT) made and entered into this 25th day of August, 2026, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Florida ("DEPARTMENT") and the **PALM BEACH COUNTY**, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners ("AGENCY"), individually "Party" and collectively "Parties".

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing a transportation project for SR-806/Atlantic Avenue, from Florida's Turnpike to Cumberland Drive and from Cumberland Drive to Jog Road ("Project"), and associated with Financial Management Numbers 440575-4-52-02 and 440575-5-52-02; and

WHEREAS, the DEPARTMENT owns and maintains SR-806/Atlantic Avenue; 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

WHEREAS, the Project includes intersection improvements at Hagen Ranch Road and at Jog Road, and AGENCY is the owner of the facilities; and

WHEREAS, the Project necessitates the acquisition of certain real property along the Project corridor for the construction of the roadway improvements and the widening of the intersections at Hagen Ranch Road and at Jog Road, as depicted in the attached Exhibit "A" and Exhibit "B"; and

WHEREAS, the Project will involve the acquisition of various property interests along the Project corridor, Hagen Ranch Road, and Jog Road as depicted in the attached Exhibit "A" and Exhibit "B" to be acquired by the Department and deeded to the AGENCY upon completion of the Project; and

WHEREAS, the DEPARTMENT plans to construct the Project and intersection improvements and conduct right of way acquisition and related activities, including eminent domain proceedings, for the Project on behalf of the AGENCY; and

WHEREAS, the DEPARTMENT will conduct its right of way acquisition activities in accordance with its right of way procedures and applicable Federal acquisition requirements; and

WHEREAS, the Parties agree that it is in the best interest of the public to promote a cooperative effort between the DEPARTMENT and the AGENCY for the successful completion of the Project.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, this AGREEMENT sets forth and outlines the following agreements between the DEPARTMENT and the AGENCY concerning the performance

of acquisition and maintenance activities by the AGENCY and the DEPARTMENT for the AGENCY's Project:

1. The above recitals are true and correct and are incorporated herein by reference.
2. Upon completion of its acquisition and construction activities for the Project, the DEPARTMENT will transfer and the AGENCY will accept acquired property rights along the AGENCY facilities, including excess property acquired by the DEPARTMENT on behalf of the AGENCY, as depicted in Exhibit A and Exhibit B.
3. If for some reason the DEPARTMENT does not construct the Project, any acquired property shall be conveyed to the AGENCY in accordance with all federal and state regulations, and the AGENCY shall accept the property and comply with all regulations, including making any and all reimbursements to the DEPARTMENT or the Federal Highway Administration ("FHWA") that may be required by said regulations due to the Project not being constructed.
4. Said conveyance shall include, and the AGENCY fully accepts, a transfer and assignment of all rights and obligations pursuant to any maintenance agreement, utility agreement, subordination, and/or other agreements or matters of record relating to the property to be conveyed and the AGENCY shall assume all responsibilities and liabilities arising from any obligations thereunder which responsibilities, liabilities and obligations as set forth in the conveyance documents shall run with the land. This provision shall survive the termination of this AGREEMENT.
5. 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 contractor/consultants to enter upon the real property owned, leased, possessed and/or controlled by the AGENCY which is needed for the Project to be constructed.
6. The AGENCY shall continue to maintain Hagen Ranch Road, Jog Road and any property owned by the AGENCY until the DEPARTMENT begins construction of the Project.
7. Notwithstanding any other provision herein to the contrary, the DEPARTMENT shall not be responsible for any costs or attorney fees arising out of any liabilities or obligations incurred regarding the right of way after the transfer of property.
8. Filing. A copy of this AGREEMENT shall be filed by AGENCY with the Clerk of the Circuit Court in and for Palm Beach County, Florida.
9. Legal Fees. Each Party shall bear its own costs or expenses, including reasonable attorney's fees, associated with the enforcement of the terms and conditions of this AGREEMENT.
10. Amendments. Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to by the Parties in writing and executed in the same manner, as was this AGREEMENT.

11. **Venue.** This AGREEMENT shall be construed and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this AGREEMENT shall be held in Broward County. No remedy herein conferred upon either Party is intended to be exclusive of any other remedy, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law existing at law or in equity or by statute or otherwise. No single or partial exercise by either Party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.
12. **Preparation.** Preparation of this AGREEMENT was a joint effort of the Parties and should not be construed more severely against one Party than the other.
13. **Non-Discrimination.** The Parties agree to comply with the Federal and State laws. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
14. **Severability.** In the event any provision hereof is held invalid by a court of competent jurisdiction, the remaining portions of the AGREEMENT shall remain in full force and effect.
15. **Entire Understanding.** This AGREEMENT represents the entire understanding of the Parties and supersedes all other negotiations, representations or agreements, written or oral, relating to this AGREEMENT.
16. **Contractual Relationship.** AGENCY and DEPARTMENT are and shall be, in the performance of all work, services and activities under this AGREEMENT independent contractors and not employees, agents or servants of the other Party. All AGENCY employees engaged in the work or services performed pursuant to this AGREEMENT shall at all times, and in all places, be subject to AGENCY's sole direction, supervision, and control. All DEPARTMENT employees engaged in the work or services performed pursuant to this AGREEMENT shall at all times, and in all places, be subject to DEPARTMENT's sole direction, supervision, and control. The Parties shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Parties' relationship and the relationship of its employees to the other Party shall be that of an independent contractor and not as employees or agents of the other. The AGENCY and DEPARTMENT do not have the power or authority to bind each other in any promise, agreement or representation without the prior written consent of the other Party.
17. **Waiver.** Waiver may only be effectuated through written notice and shall not be deemed a continuing waiver unless specifically so stated. Any waiver by either Party of its rights with respect to a default under this AGREEMENT, or with respect to any other matters arising in connection with this AGREEMENT, shall not be deemed a waiver with respect to any other default or other matter. The failure of either Party to enforce strict performance by the other Party of any of the provisions of this AGREEMENT or to exercise any rights under this AGREEMENT shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions or rights in that or any other instance.
18. **Legal Compliance.** AGENCY and DEPARTMENT shall abide by all applicable Federal, and State laws, orders, rules, and regulations when performing under this AGREEMENT.

19. **Convicted Vendor List.** As provided in Sections 287.132-133, Florida Statutes, as may be amended from time to time, by entering into this AGREEMENT or performing any work in furtherance hereof, DEPARTMENT shall have its contractor certify that their affiliates, suppliers and sub-consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof.
20. **Scrutinized Companies.**
 1. As provided in F.S. 287.135, by entering into this AGREEMENT or performing any work in furtherance hereof, DEPARTMENT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.
 2. When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this AGREEMENT or performing any work in furtherance hereof, the DEPARTMENT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.
 3. If the AGENCY determines, using credible information available to the public, that a false certification has been submitted by DEPARTMENT, this AGREEMENT may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this AGREEMENT shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of AGREEMENT renewal, if applicable.
21. **Survivability.** The obligations, rights, and remedies of the Parties hereunder, which by their nature are intended to survive the termination of this AGREEMENT or the completion of the work related to this AGREEMENT, shall survive such termination or work completion and inure to the benefit of the Parties.
22. **Third Party Beneficiaries.** No provision of this AGREEMENT is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this AGREEMENT, including but not limited to any citizen or employees of the AGENCY and/or DEPARTMENT.
23. **Effective Date.** This AGREEMENT shall be effective and binding upon the Parties hereto, once the AGREEMENT has been signed by both Parties and filed with the Clerk of the Court in and for Palm Beach County, Florida.
24. **Counterparts and Transmission.** To facilitate execution, this AGREEMENT may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The executed signature page(s) from each original may be joined together

and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder.

25. To the extent provided by law, the AGENCY shall indemnify, defend and hold harmless the DEPARTMENT and all of its officers, agents and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the AGENCY, its agents or employees during acquisition and other related activities on the Project except that neither the AGENCY, its officers, agents or employees will be liable for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the DEPARTMENT or any of its officers, agents or employees during the performance of acquisition and other related activities on the Project.
26. Liability. Neither Party shall be deemed to assume any liability for the negligent or wrongful acts or omissions of the other Party. Nothing contained herein shall be construed as a waiver or expansion by the DEPARTMENT or AGENCY of the liability limits established in Section 768.28 of the Florida Statutes. AGENCY shall protect, defend, reimburse, indemnify and hold DEPARTMENT, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, whether at trial or appellate levels or otherwise, arising during and as a result of AGENCY's performance of the terms of this AGREEMENT or due to the acts or omissions of the AGENCY.
27. Any and all notices given or required under this AGREEMENT shall be in writing and either hand-delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be directed as follows:

As to the DEPARTMENT:

Thuc H. Le, Project Manager
Florida Department of Transportation
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421
Phone: (954) 777-4552

With copy to:

Christina Brown, Deputy Right of Way Manager - Production
Florida Department of Transportation
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421
Phone: (954) 777-4457

As to the AGENCY:

Kathleen O. Farrell, P.E., Acting Director
Roadway Production Division
Palm Beach County, Engineering & Public Works Dept.
2300 N. Jog Rd, 3rd Floor W.
West Palm Beach, FL 33411
(561)-684-4150

With copy to:

Toni Sharp
Right-of-Way Section Manager
2300 N. Jog Rd, 3rd Floor W.
West Palm Beach, FL 33411
(561)-684-4150

28. Multiple copies of this AGREEMENT may be fully executed by all parties, each of which shall be deemed to be an original. The date entered above where indicated shall be the date the last party signed this AGREEMENT.

Either party may update names or addresses above at any time by providing written notice to the other Party.

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IN WITNESS WHEREOF, the parties hereto have made and caused this AGREEMENT to be authorized and duly executed on behalf of their respective entities.

FOR DEPARTMENT:

FLORIDA DEPARTMENT OF
TRANSPORTATION, DISTRICT FOUR

By: _____

Witness:

Print Name: Steven C. Braun, P.E.

Print Title: District 4 Secretary

Print Name: Alia E. Chanel

Legal Approval:

Elizabeth S. Quintana - District Four Attorney

FOR AGENCY:

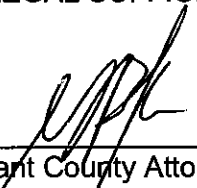
ATTEST:

Palm Beach County, a Political Subdivision of the
State of Florida, by and through its Board of County
Commissioners

By: _____
Michael Caruso, Clerk of the Circuit
Court & Comptroller

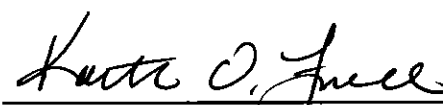
By: _____
Sara Baxter
Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY



Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:



Director of Roadway Production

This AGREEMENT has been duly authorized and approved on _____ by County
Resolution No. _____.

EXHIBIT A

Legend

	Temporary Construction Easement to be acquired by FDOT required for construction.
	Proposed Fee Simple Parcel to be acquired by FDOT and conveyed to PBC following the completion of construction.

PARCEL A
(CHEVRON)
TAX ID: 06-00-00-000-0000
SOUTH FLORIDA COMMERCIAL PROPERTIES, LLC
PARCEL B
(WAGMAN)
TAX ID: 06-00-00-000-0000

Required Relocation
of PPL Transformer
Cabinet
Proposed R/W Line
Existing R/W Line
Proposed 6' Sidewalk
Proposed Widening

Hagen Ranch Road

Proposed Median
Improvements

Proposed Resurfacing Limits

SR-806 / Atlantic Avenue

1029

1028

1027

N89°22'40"E

20.74



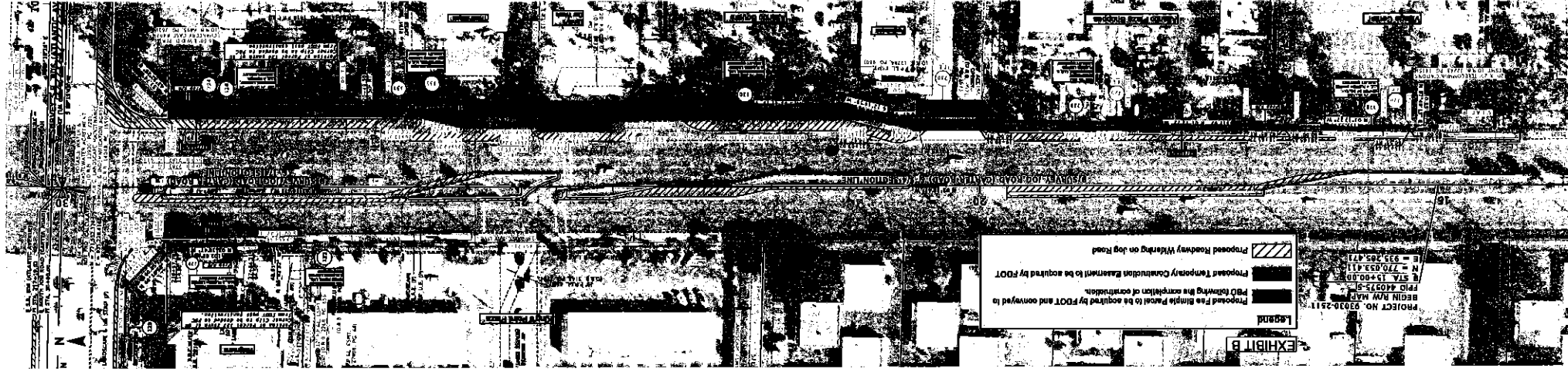


EXHIBIT "B"