Agenda Item # 3-C-4

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date:	**December 1, 2026**	**[X]**	**Consent**	**[ ]**	**Regular**
		[ ]	**Workshop**	**[ ]**	**Public Hearing**

Department: **Engineering and Public Works**
Submitted By: **Roadway Production Division**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) **adopt** a Resolution approving the Highway Maintenance Memorandum of Agreement (HMMOA) with the State of Florida Department of Transportation (FDOT) for the construction of improvements on Linton Boulevard from west of Congress Avenue to SW 10th Avenue, and on Congress Avenue from south of Linton Boulevard to north of Linton Boulevard (Project); and

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

SUMMARY: Adoption of the Resolution approving the HMMOA is required by FDOT to construct the Project within County owned right-of-way on Linton Boulevard and on Congress Avenue. Project improvements include the addition of new auxiliary lanes at Interstate 95, extension of turn lanes, new urban side paths for bicycle and pedestrian connectivity, ADA upgrades to crosswalks and curb ramps, and milling and resurfacing of pavement. The Project will be constructed as part of FDOT's Interstate 95 at Linton Boulevard interchange project (FM 435384-2-52-01). Construction of the Project will be funded entirely by FDOT, and the County will own and maintain he Project when construction is complete. The HMMOA requires the County to indemnify FDOT for any violations by the County for any permits issued jointly to the County and FDOT after construction is complete. The Risk Management Department and the County Attorney's Office have reviewed the indemnification requirements for the HMMOA and advised staff accordingly. Given that the liability is limited to the County's non-compliance with permits and the statutory caps of Section 768.28, Florida Statutes, staff recommends approval by the Board of County Commissioners (BCC). Districts 4 and 7 (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. HMMOA with Exhibits "A" and "B" (3 originals)

Recommended by: _____ FOR 11/04/2026
YBH — County Engineer — Date

Approved By: _____ 11/13/26
Chief Deputy County Administrator — Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2027	2028	2029	2030	2031
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: Fund Dept Unit Object
Recommended Sources of Funds/Summary of Fiscal Impact:

****No Fiscal Impact****

Note: Adoption of the Resolution approving the HMMOA is required by FDOT to construct the Project within County owned right-of-way on Linton Boulevard and on Congress Avenue. Project improvements include the addition of new auxiliary lanes at Interstate 95, extension of turn lanes, new urban side paths for bicycle and pedestrian connectivity, ADA upgrades to crosswalks and curb ramps, and milling and resurfacing of pavement. The Project will be constructed as part of FDOT's Interstate 95 at Linton Boulevard interchange project (FM 435384-2-52-01). Construction of the Project will be funded entirely by FDOT, and the County will own and maintain he Project when construction is complete. The HMMOA requires the County to indemnify FDOT for any violations by the County for any permits issued jointly to the County and FDOT after construction is complete.

C. Departmental Fiscal Review: Danny Rambaleigh

III. REVIEW COMMENTS

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

ASDCAL 10/30/26
OFMB DC 10/30 DA 10/30

Brenda Madho 11/6/26
Contract Dev. and Control

B. Approved as to Form and Legal Sufficiency:

11/6/26
Assistant County Attorney

C. Other Department Review:

Department Director

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

LINTON BOULEVARD FROM CONGRESS AVENUE TO SW 10TH AVENUE

AND

CONGRESS AVENUE FROM NORTH OF LINTON BOULEVARD TO SOUTH OF LINTON BOULEVARD

N



LOCATION MAP

ATTACHMENT 1

RESOLUTION NO. R-2026 -_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, APPROVING THE HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF IMPROVEMENTS ON LINTON BOULEVARD FROM WEST OF CONGRESS AVENUE TO SW 10TH AVENUE AND ON CONGRESS AVENUE FROM SOUTH OF LINTON BOULEVARD TO NORTH OF LINTON BOULEVARD.

WHEREAS, Palm Beach County (COUNTY) has public road jurisdiction over County Road 782 (Linton Boulevard) from County Road 807 (Congress Avenue) to SW 10th Avenue, and Congress Avenue from south of Linton Boulevard to north of Linton Boulevard as part of the COUNTY'S maintained rights-of-way; and

WHEREAS, the Florida Department of Transportation (FDOT) intends to construct a transportation project for the improvements to the interchange at State Road 9/I-95 at Linton Boulevard under Financial Management Project ID 435384-2; and

WHEREAS, the FDOT intends to construct certain improvements on Linton Boulevard from west of Congress Avenue to SW 10th Avenue and on Congress Avenue from north of Linton Boulevard to south of Linton Boulevard, more particularly described in Exhibit A (PROJECT); 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 FDOT will fund construction of the PROJECT in its entirety; and

WHEREAS, the COUNTY shall continue to maintain full responsibility, in perpetuity, for the ownership, operation, and maintenance of the PROJECT upon its construction completion; and

WHEREAS, the Board of County Commissioners of Palm Beach County (BCC) has determined execution of the HMMOA is in the best interest of the citizens and residents of the COUNTY.

(Intentionally Left Blank)

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 HMMOA.
2. The recitations set forth herein above are true, accurate and correct and are incorporated herein.
3. The BCC hereby approves the HMMOA 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 Greg 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

SHANNON RAMSEY-CHESSMAN
CLERK OF THE CIRCUIT COURT
& COMPTROLLER AD INTERIM

By: _____
Deputy Clerk

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Division Director

SECTION No.: 93022501
FM No.: 435384-2-52-01
AGENCY: Palm Beach County
C.R. No.: 782

DISTRICT FOUR
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT, entered into this 1 day of December, 2024 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.

W I T N E S S E T H:

WHEREAS, the AGENCY has public road jurisdiction over C.R. 782/Linton Boulevard from C.R. 807/Congress Avenue to SW 10th Avenue, and Congress Avenue from south of Linton Boulevard to north of Linton Boulevard as part of the Palm Beach County roadway system; and

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

WHEREAS, the DEPARTMENT prioritized and allocated funding for the design and construction of certain streets pursuant to the Transportation Improvement Program ("TIP"); and

WHEREAS, the DEPARTMENT requires the AGENCY'S commitment to maintain all improvements on AGENCY roads made as part of the TIP program and in accordance with Title 23 U.S. Code Section 116 and Federal Highway Administration regulations; 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 herein agrees to engage the DEPARTMENT to construct the Project, as hereinafter defined; and

WHEREAS, pursuant to such authority, the DEPARTMENT and the AGENCY agree that the DEPARTMENT will construct certain improvements within AGENCY ROW more particularly described as Financial Project ID 435384-2, which involve the construction of new ramp terminal intersections, additional ramp turn- lanes, auxiliary lanes, extension of left turn-lanes, lane reassignment, milling and resurfacing, ADA upgrades, sidewalk reconstruction and an urban side path; hereinafter referred to as "the Project", as more particularly described in **Exhibit A**; and

WHEREAS, the Parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each Party for the Project; and

WHEREAS, the AGENCY by its Resolution passed on the 1 day of December, 2024 a copy of which is attached hereto as **Exhibit B** 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 any additional costs for the Project that are determined to be Federal Aid Non-Participating.

3. The AGENCY hereby grants the DEPARTMENT and its contractors with all the rights and permissions necessary to enter and construct the Project on the AGENCY's right of way and/or property to which the AGENCY has such authority. No further permit or agreement from the AGENCY are required to construct the Project. The DEPARTMENT shall provide advance notification of maintenance of traffic (MOT) deployment and give AGENCY time to review and comment on any changes proposed for MOT during construction.

4. No additional right of way is required for the Project. The Project will be completed within the AGENCY'S existing right of way.

5. 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 solely responsible for ensuring that the Project remains in compliance with all environmental permits after the Project is complete. To the extent and within the limits permitted by law, the AGENCY shall indemnify the DEPARTMENT for any violations by the AGENCY of any permits issued jointly to the AGENCY and the DEPARTMENT after construction of the Project 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 concerning the Project. The AGENCY shall be the applicant for any and all occupancy permits that are required for the Project, if any.

6. The AGENCY shall continue to maintain the existing roadway and any property owned by the AGENCY until the DEPARTMENT begins construction of the Project.

7. 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 specifications previously approved by both the DEPARTMENT and the AGENCY.

8. Upon "final acceptance" by the DEPARTMENT of the Project, (as "final acceptance" is described in the Standard Specifications for Roadway and Bridge Construction dated FY2025-2026 as

amended), and Notice thereof to the AGENCY, the AGENCY shall maintain the Project improvements constructed within the AGENCY ROW as detailed in **Exhibit A**, 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 2023, as amended (c) Governing standards and specifications: FDOT Design Standards dated FY 2026-27, as amended (d) Standard Specifications for Roadway and Bridge Construction dated FY2026-2027, as amended by contract documents, and (e) Manual on Uniform Traffic Control Devices (MUTCD), current edition, or as amended.

9. Warranties: The DEPARTMENT shall transfer all of the Project warranties to the AGENCY.

10. Utilities: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to accomplish utility relocations for the 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. The AGENCY shall comply with any and all requests of the DEPARTMENT to provide written notice to utility owner to initiate work necessary to alleviate interference; and to remove or relocate non-compliant utilities within the AGENCY right of way, as defined in Florida Statues 337.403 and 337.404.

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

12. Signals: The AGENCY shall cooperate with the DEPARTMENT to effect signal and interconnect connections for the Project as described in Exhibit A.

13. Drainage: The AGENCY shall maintain the drainage system constructed for the project as described in Exhibit A

14. Unforeseen issues: If unforeseen issues arise, the AGENCY shall cooperate with the DEPARTMENT to the extent necessary and feasible to construct the Project.
15. E-Verify Requirements (if applicable):

    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 services required by this Agreement; and

- shall expressly require any contractors performing work or providing services pursuant to this Agreement 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.

16. This Agreement 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.

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

18. 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 (January 2026), 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."

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

20. LIST OF EXHIBITS

- **Exhibit A:** Project Scope
- **Exhibit B:** AGENCY'S Resolution

[This space intentionally left blank.]

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

AGENCY

ATTEST:

_____

PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS

By:_____
, Mayor

_____day of _____, 20_____

Yvette Drucker
Clerk of the Circuit Court & Comptroller

By:_____
Clerk

Approved as to legal form and sufficiency

By:_____

Approved as to Terms and Conditions

By:_____

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

EXHIBIT A

PROJECT SCOPE

All of the Project improvements will be constructed by DEPARTMENT within the AGENCY ROW.

CR-782/Linton Boulevard – Widening is being proposed from west of CR-807/Congress Avenue to SW 10th Avenue to add an eastbound auxiliary lane to northbound SR-9/I-95 on-ramp, and to add a westbound auxiliary lane to the northbound SR-9/I-95 on-ramp from SW 10th Avenue. The existing eastbound right-turn lane onto southbound Waterford Place is being extended to increase storage. Linton Boulevard within the project limits is being milled and resurfaced, and the intersections are being reconfigured to match the proposed improvements. An Urban Side Path on both sides of Linton Boulevard is being added to provide pedestrian and bicyclist connectivity, and ADA upgrades to existing crosswalks, curb ramps, and detectable warnings to meet existing requirements are included. Signing and pavement markings along Linton Boulevard are proposed to accommodate the roadway improvements.

CR-807/Congress Avenue - Along Congress Avenue, north of Linton Boulevard, the dual left-turn lanes from southbound to eastbound Linton Boulevard are being extended to increase capacity. South of Linton Boulevard, the shared northbound thru/right-turn lane approaching Linton Boulevard is being reassigned to a thru-lane only. Congress Avenue is being milled and resurfaced and pavement markings upgraded accordingly.

Signalization - This project includes signalization upgrades to convert the existing span wire traffic signal system to mast arms at the Linton Boulevard intersections with Congress Avenue [Traffic Control Location (TCL) # 55100] and Wallace Drive/Waterford Place [TCL# 55130]. Proposed signalization upgrades also include traffic monitoring cameras at TCL#s 55130 and 55100 connected to the AGENCY fiber optic communication backbone and maintained by the AGENCY.

Drainage - Drainage modifications are designed to maintain the existing drainage pattern and accommodate the proposed roadway improvements.

Lighting - Lighting improvements along Linton Boulevard will include FPL light fixtures mounted on existing overhead electric poles or ground-mounted, and it is anticipated that the FPL lighting along Linton Boulevard will be powered overhead. Lighting shall continue to be maintained by the City of Delray Beach upon project completion.

Landscape - Landscape work is limited to addressing impacts of the roadway widening to the existing landscaped median.

Intelligent Transportation System (ITS): Along Linton Boulevard, the ITS improvements are limited to replacement of the arterial dynamic message sign (ADMS) in the westbound direction east of the interchange to accommodate the capacity improvements, corresponding cabinet, and ancillary ITS components. The ADMS will be maintained by the DEPARTMENT. Other ITS work for this project is located along the interchange ramps, within the DEPARTMENTS right-of-way, and includes wrong-way driving (WWD) countermeasure systems at the off-ramps, and ramp metering systems at on-ramps.

SECTION No.:	**93022501**
FM No.:	**435384-2-52-01**
AGENCY:	**Palm Beach County**
C.R. No.:	**782**

EXHIBIT B

AGENCY'S Resolution