

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
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 _____
Budget Acct No.: Fund _____ Dept. _____ Unit _____ Object _____
Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

This item has no additional fiscal impact.

Any additional maintenance cost resulting from this agreement will be subject to negotiation with the Railroad at the time of the next maintenance contract. Since these type costs are generally based on the CPI, it is not known at this time what impact, if any, will occur.

C. Departmental Fiscal Review: R. J. Ward 9/1/06

III. REVIEW COMMENTS

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

John Dink 9-13-06
OFMB
09/12/06
09/11/06

John J. [Signature] 9/14/06
Contract Dev. and Control
9/14/06

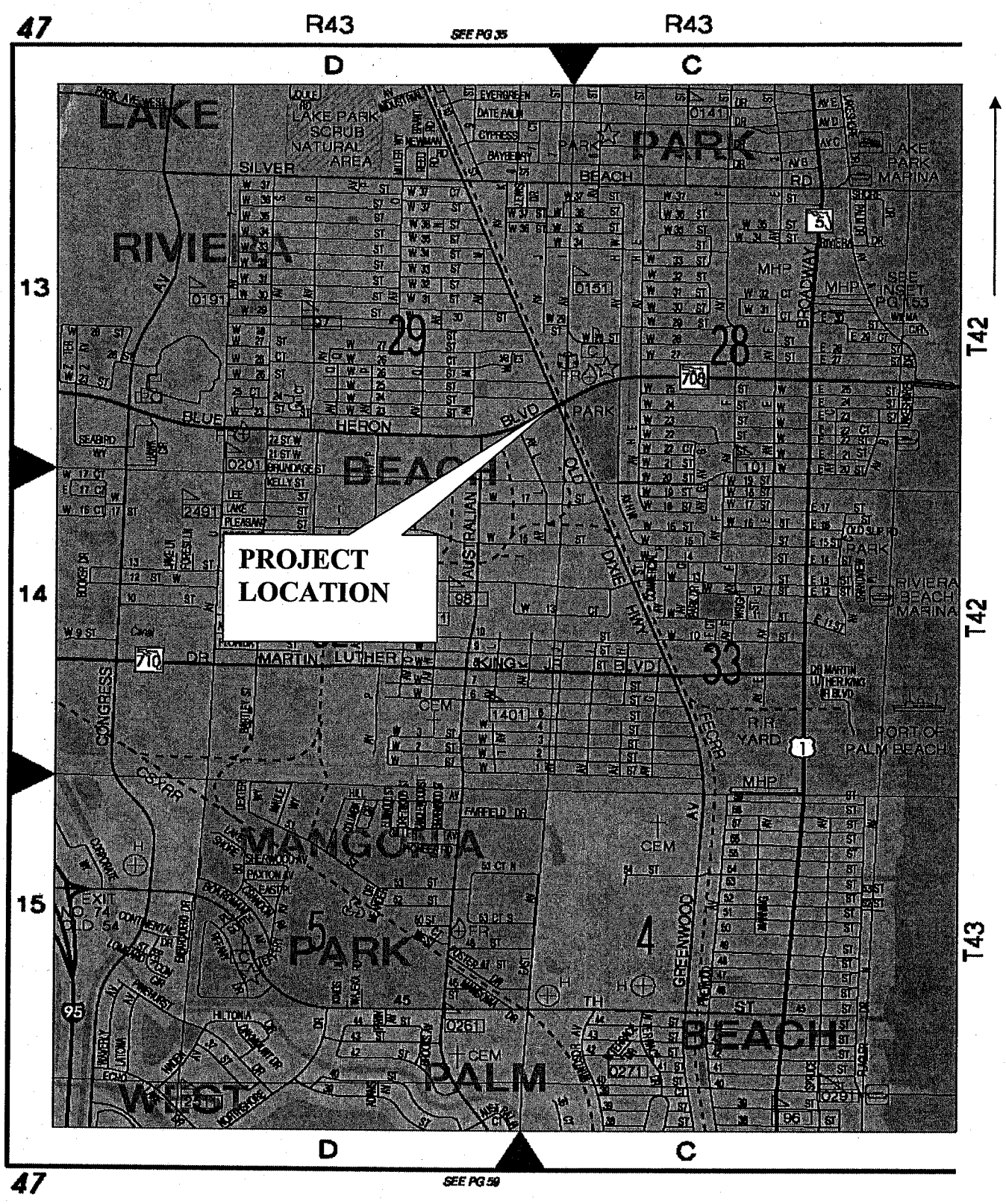
B. Approved as to Form and Legal Sufficiency:
Marlon [Signature] 9/19/06
Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

Department Director

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



FLORIDA EAST COAST RAILWAY AT BLUE HERON BOULEVARD

RESOLUTION NO. R-2006-_____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA AUTHORIZING EXECUTION OF RAILWAY SYNCHRONIZATION AGREEMENT FOR FLORIDA EAST COAST RAILWAY L. L. C. (FEC) AT BLUE HERON BOULEVARD.

WHEREAS, the Florida Department of Transportation (FDOT) is planning an overlay project and mast arm installation on Blue Heron Boulevard at Old Dixie Highway; and

WHEREAS, the Florida Department of Transportation wishes to have installed, by FEC, synchronization devices for the synchronization of highway traffic control devices and FEC railway warning devices at crossing number 272390-P on Blue Heron Boulevard at the time of the mast arm signal installation; and

WHEREAS, FDOT will fund the cost of installation without any cost to Palm Beach County; and

WHEREAS, FDOT holds the license agreement for this crossing with the FEC, and will retain maintenance responsibility over the railway crossing; and

WHEREAS, Palm Beach County currently maintains the traffic control device at Blue Heron Boulevard and Old Dixie Highway; and

WHEREAS, Palm Beach County will maintain only the common cable junction box, the interconnecting cable and the new mast arm traffic control device; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY FLORIDA:

That Palm Beach County enter into the tri-partite agreement with FDOT and FEC for the use of the synchronization hardware, and

That the Chairman of the Board of County Commissioners be authorized to enter into such agreements with the FDOT and FEC, as herein described: and

That this RESOLUTION shall take effect immediately upon adoption.

RESOLUTION NO. 2006-
October 3, 2006

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

TONY MASILOTTI, CHAIRMAN

ADDIE L. GREENE, VICE-CHAIRPERSON

KAREN T. MARCUS

JEFF KOONS

WARREN H. NEWELL

MARY McCARTY

BURT AARONSON

The Chairperson thereupon declared the resolution duly passed and adopted _____.

PALM BEACH COUNTY, FLORIDA, BY
SHARON R. BOCK, CLERK & COMPTROLLER

By: _____
Deputy Clerk

S E A L

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
(County Attorney)

**RAILROAD REIMBURSEMENT AGREEMENT
SYNCHRONIZATION OF GRADE CROSSING AND
CROSSING TRAFFIC CONTROL DEVICES-COUNTY**

Financial Project No.	Road Name/Number	County Name	Parcel & R/W No.	FAP Number
411431-1-57-01	SR-708 / Blue Heron Boulevard	Palm Beach	1(93000-PREW)	N/A

THIS AGREEMENT, made and entered this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and Florida East Coast Railway LLC, a corporation organized and existing under the laws of FLORIDA, with its principal place of business in the city of ST. AUGUSTINE, County of, ST. JOHNS State of FLORIDA, hereinafter called the COMPANY; and the COUNTY of PALM BEACH a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the COUNTY.

WHEREAS, train-activated Railroad Grade Crossing Traffic Control Devices, hereinafter called "crossing devices", presently exist or shall be installed at the railroad/highway grade crossing on SR-708 / Blue Heron Boulevard, which crosses at grade the right of way and track(s) of the COMPANY'S Mile Post 294+2.482', FDOT/AAR crossing number: 272390-P in or near RIVIERA BEACH, Florida; and

WHEREAS, an existing or proposed highway-to-highway intersection exists adjacent to or in close proximity to the aforementioned grade crossing; and, the DEPARTMENT and COUNTY, in the interest of safety, desire that the crossing devices be synchronized with existing and/or proposed highway traffic signal devices, hereinafter called "highway devices", so as to assist highway traffic to avoid entrapment on the grade crossing upon the approach of trains, and to provide for improved operational efficiency of the highway system during train passage.

WHEREAS, the work to be contemplated hereunder is subject to the provisions of the Federal Highway Administration Federal -Aid Policy Guide, 23 C.F.R. Subchapter B, Part 140, Subpart I, as amended, and Federal -Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, as amended and DEPARTMENT'S Rule 14-57.011 Florida Administrative Code as amended.

NOW, THEREFORE, in consideration of the mutual undertaking as herein set forth, the parties agree as follows:

1. THE COMPANY, at DEPARTMENT'S expense, will furnish a preemption synchronization circuit of the "closed loop fail safe design principle" to a common cable junction box and install other equipment necessary to provide 30 seconds total preemption time.
2. The DEPARTMENT, at its expense, will install or have installed all cable, circuitry and related equipment, required to operate the highway devices in a coordinated and synchronized manner; will provide the connecting cable from the highway devices to the common cable junction box with sufficient cable to be connected to terminals in the railroads control case and will configure the preemption circuit with its system whereby a failure of the highway devices will not cause an unsafe condition. All work to be in accordance with the "Specifications for Installation of Traffic Signal Synchronization Along Florida East Coast Railway right of way" appended hereto as Exhibit B and by this reference made a part hereof.
3. The common cable junction box and inter-connecting cable shall be deemed the property of the COUNTY, and shall be maintained by the COUNTY.
4. The DEPARTMENT, at its expense, will construct, and the COUNTY, will upon final acceptance of the installation, operate and maintain the highway devices and agrees to give the COMPANY sufficient notice prior to making any changes in the operation thereof which, in any way, might affect the coordination features of the crossing devices. In the event said highway devices, and/or coordinating facilities of the COUNTY become inoperative, COUNTY will notify railroad and restore or repair such devices and/or facilities promptly, and use other means including, traffic control personnel or law enforcement personnel to control the flow of traffic at the traffic signal locations at any time the Highway Devices or pre-emption are inoperative so as to clear the highway/railroad grade crossing before the approach of trains.

5. The **COMPANY**, at its expense, will operate and maintain the crossing devices and likewise agrees to give the **COUNTY** sufficient advance notice prior to making any changes in the operation thereof which, in any way, would affect the coordination features of the **COUNTY** highway devices. In the event said crossing devices and/or coordination facilities of the **COMPANY** become inoperative, **COMPANY** will notify **COUNTY** and restore or repair such devices and/or facilities promptly.
6. Attached hereto as Exhibit A, and by this reference made a part hereof, is an estimate of the cost thereof payable to the **COMPANY** by the **DEPARTMENT** in the amount of \$0.00 .
7. The cost of any adjustment, relocation of cable, circuitry, and related equipment, upon written notice from the **COMPANY**, that the relocation is necessary due to railroad operations, including, but not limited to, track relocation, maintenance, or replacement, or because of changes or additions to the **COMPANYS** train control signals or communication equipment, shall be borne by the **COUNTY**.
8. Upon completion of the work, the **COMPANY** shall, within one hundred eighty (180) days, furnish the **DEPARTMENT** with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will allow ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the **COMPANY'S** records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the **DEPARTMENT**. Upon receipt of invoices, prepared in accordance with the provisions of the above-indicated Reimbursement Policy the **DEPARTMENT** agrees to reimburse the **COMPANY** in the amount of such actual costs approved by the **DEPARTMENT'S** auditor.

9. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the State Comptroller under Section 215.422(14), Florida Statutes.
10. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
11. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with **DEPARTMENT** Rule 14-46.002 "Responsibility for the cost of Railroad/Highway Crossings" and the Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter B Part 140, Subpart I "Reimbursement for Railroad Work"
12. In accordance with Section 215.422, Florida Statutes, the followings provisions are in this Agreement: Contractors providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt, the **DEPARTMENT** has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The **DEPARTMENT** has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the date the goods or services are received, inspected, and approved.
If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 215.422 (3)(b), Florida Statutes, will be due and payable in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the

payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **DEPARTMENT**.

A vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724, or by calling the State Comptroller's Hotline, 1-800-848-3792.

13. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the **DEPARTMENT** at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred includes the Contractor's general accounting records and the project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.
14. In the event this contract is for services in excess of **TWENTY FIVE THOUSAND DOLLARS (\$25,000.00)** and a term for a period of more than one year, the provisions of Section 339/135(6) (a), Florida Statutes, are hereby incorporated:
The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that such funds are available prior to entering in any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the **DEPARTMENT** which are for an amount in excess of **TWENTY FIVE THOUSAND DOLLARS (\$25,000.00)** and which have a term for a period of more than one year.
15. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this agreement:
A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases for real property to a public entity, may not be a warder or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.
16. In accordance with Section 287.0582, Florida Statutes, the following provisions are included in this Agreement:

The **DEPARTMENT'S** obligation to pay under this section is contingent upon an annual appropriation by the Florida Legislature.
17. The **DEPARTMENT** reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement.
18. If any existing contract exists between the **COMPANY** and either the **COUNTY** or **DEPARTMENT**, or a third party, by which this grade crossing is opened or maintained, or by which other crossing devices or highway devices are installed and maintained, then that contract shall remain in full force and effect, except when in conflict with this synchronization agreement.
19. This agreement is of an indefinite, but unperpetual duration and shall terminate upon the removal of the aforementioned rail-highway grade crossing or upon removal of either the highway devices or crossing devices.

20. In the event any of the parties hereto desire an assignment of this agreement, it shall be said party's responsibility to obtain written acceptance of the assignment by the new party to the agreement.

NOTE: This agreement supersedes and terminates the agreement dated 01/23/1976.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers the day and year first written above.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: _____

COMPANY: FLORIDA EAST COAST RAILWAY COMPANY L.L.C.

BY: *Asst. Gen. Mgr.*

TITLE: General Manager
Signals & Communications

COUNTY OF: PALM BEACH, FLORIDA

BY: Tony Masiolotti

TITLE: CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

PALM BEACH COUNTY

ATTEST:

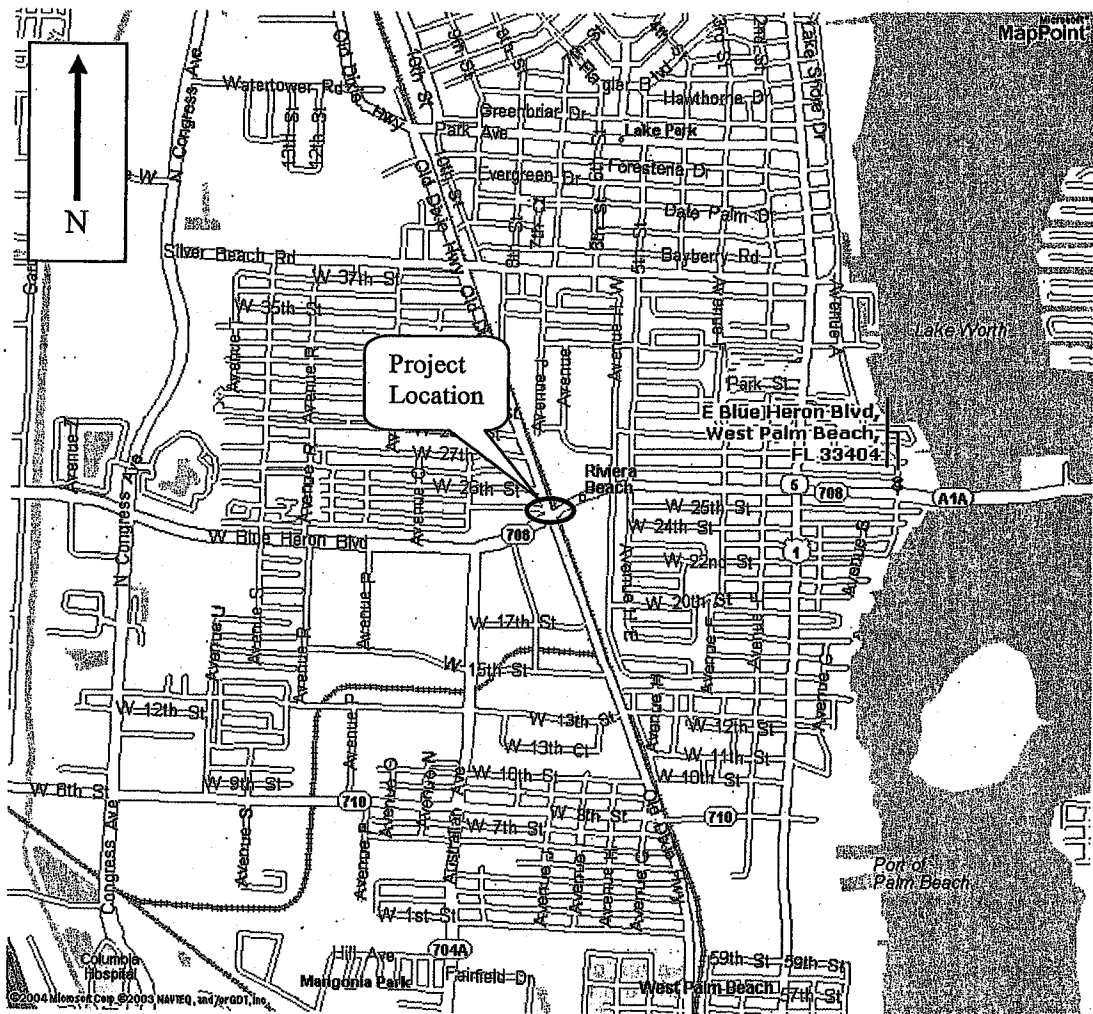
SHARON R. BOCK
CLERK & COMPTROLLER

APPROVED AS TO TERMS
AND CONDITIONS

Charles Rick
Engineer

By: _____
Clerk

(SEAL)



LOCATION MAP

Florida East Coast Railway, L.L.C.

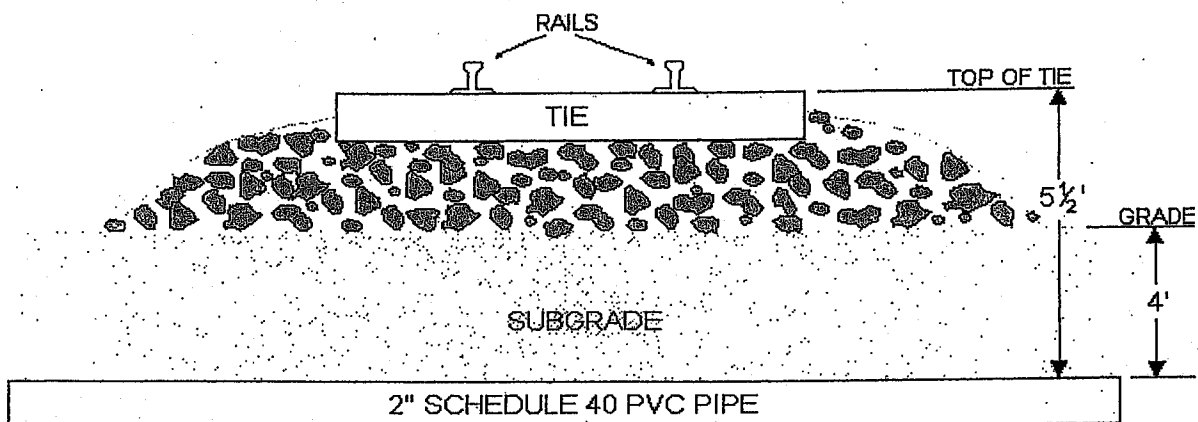
LOCATION: SR-708/Blue Heron Blvd., Palm Beach County
FINANCIAL PROJECT NO.: 411431-1
CROSSING NO.: 272390-P
RAILROAD MILEPOST: 294+2,482'



FLORIDA EAST COAST RAILWAY COMPANY L.L.C.

ONE MALAGA STREET, P.O. DRAWER 1048, ST. AUGUSTINE, FLA. 32085
OFFICE OF THE CHIEF ENGINEER, SIGNAL AND COMMUNICATIONS

Specifications for the Installation of Traffic Signal Synchronization Along Florida East Coast Railway right of way.



NOT TO SCALE

- 1) All traffic signal synchronization interconnection cable must be incased in conduit. The conduit is to be a schedule 40 Polyvinyl Chloride (PVC) or equivalent.
- 2) The conduit will be installed by Jack and Bore, or Directional Bore under the track structure at a minimum depth of five and one half (5 1/2) feet below top of tie. In addition, a minimum depth of four (4) feet below grade will be maintained for the duration of the conduit run while on the right of way.
- 3) The conduit will end in an at grade interconnecting pull box, provided by the installing agency or designated representative, and situated not greater than five (5) feet from the Railroad's instrument case.
- 4) The interconnection circuitry must be such that any break in the circuit will cause the traffic signal to enter the preemption mode.
 - A. All new installations will utilize a dual break circuit design consisting of 1 set of normally closed dry contacts in line with the signal control hot or positive leg and 1 set of normally closed dry contacts in line with the signal control return or negative leg.
 - B. In existing locations where a single break circuit is utilized, the control signal being sent to the Railroad's instrument case must be at a potential other than neutral or ground.



FLORIDA EAST COAST RAILWAY COMPANY L.L.C.

ONE MALAGA STREET, P.O. DRAWER 1048, ST. AUGUSTINE, FLA. 32085
OFFICE OF THE CHIEF ENGINEER, SIGNAL AND COMMUNICATIONS

**Specifications for the Installation of Traffic Signal Synchronization
Along Florida East Coast Railway right of way.**

- 5) The Railroad will provide and maintain one or two sets of normally closed dry contacts as required by approved circuit design. They will also provide and maintain the cable and conduit between the pull box and the grade crossing instrument case.
- 6) Any deviation or modifications to these specifications must be approved, in advance, by the Vice President, Engineering and the Chief Engineer, Signal and Communications.