

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
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 significant fiscal impact.

C. Departmental Fiscal Review: _____ *[Signature]*

III. REVIEW COMMENTS

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

* 20 yr. extension at a cost of \$1.00 per year

[Signature] 8-15-08
 OFMB
 (LD) 8/14/08 SN 8/8/08 VO 8/13

[Signature] 8/20/08
 Contract Dev. and Control
 8/20/08

B. Approved as to Form and Legal Sufficiency:

[Signature] 8/25/08
 Assistant County Attorney

This amendment complies with our review requirements.

C. Other Department Review:

 Department Director

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

**FLORIDA'S TURNPIKE ENTERPRISE
OF THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
PALM BEACH COUNTY
LOCALLY FUNDED JOINT PARTICIPATION AGREEMENT
SUNNAV PROJECT FPID 406122-1-52-01
AMENDMENT NUMBER ONE**

THIS AMENDMENT, made and entered into this _____ day of _____, 200____, by and between the **FLORIDA'S TURNPIKE ENTERPRISE** of the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter called the **TURNPIKE**, and **PALM BEACH COUNTY**, located at 2300 North Jog Road, West Palm Beach, Florida 33411, hereinafter called the **COUNTY**.

WITNESSETH

WHEREAS, on June 20, 2006, the parties entered into a Joint Participation Agreement, hereinafter referred to as the **AGREEMENT**, wherein the **COUNTY** agreed to allow for the installation of a dedicated fiber optic cable run for the exclusive use of the **COUNTY**, as part of the **TURNPIKE** project "SunNav Phase II", with a Lease Agreement for a term of twenty years, and with a provision to extend the **AGREEMENT** by an additional term of twenty years at a cost of \$1.00 (one dollar) per year; and

WHEREAS, the parties desire to further amend the **AGREEMENT**; and

WHEREAS, the parties hereto mutually agree that this Amendment is in their best interest;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree to further amend the Joint Participation Agreement dated June 20, 2006, as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. This **AGREEMENT** shall continue without interruption and be binding to the **COUNTY** and the **TURNPIKE** until the end of the extended term, June 20, 2046.

All provisions, covenants, terms and conditions of the **AGREEMENT** between the parties theretofore entered into on June 20, 2006 respectively as originally set forth therein, and which are not hereby expressly amended or modified and not in conflict with the terms hereof, are hereby ratified and confirmed and shall remain the same and be unaffected by these presents.

IN WITNESS WHEREOF, this Amendment to be executed by the parties below for the purposes specified herein. Authorization has been give to enter into and execute this hereto attached.

PALM BEACH COUNTY, Florida, A
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
FLORIDA'S TURNPIKE ENTERPRISE

BY: _____
NAME: Addie L. Greene
TITLE: Chairperson
____ day of _____, 20____

BY: _____
James L. Ely, DPA
Executive Director and
Chief Executive Officer

ATTEST: _____
Sharon R. Bock

APPROVED: (As to form and legality)

CLERK & COMPTROLLER (SEAL)
COUNSEL
CIRCUIT COURT

BY: _____
OFFICE OF THE TURNPIKE GENERAL

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
COUNTY ATTORNEY

BY: _____
PROFESSIONAL SERVICES

APPROVED AS TO TERMS AND CONDITIONS:

BY: *Dan Messing*
DIRECTOR - TRAFFIC ENGINEERING

R 2006 1068

FIBER OPTIC CABLE LEASE AGREEMENT WITH

**PALM BEACH COUNTY - FDOT
SUNNAV PROJECT
FPID 406122-1-52-01**

This Fiber Optic Cable Lease Agreement (hereinafter the "Lease"), dated the _____ day of JUN 20 2006, 2006, by and between Palm Beach County (hereinafter the "County"), a political subdivision of the State of Florida with principal place of business located at 301 North Olive Avenue, West Palm Beach, Florida 33401 (hereinafter the "Lessee"), and the Florida Department of Transportation, Florida's Turnpike Enterprise, an executive agency of the State of Florida organized and existing pursuant to Section 20.23, Florida Statutes, with principal place of business located at Turnpike Headquarters, Mile Post 263, Building 5315, Ocoee, Florida 34761 (hereinafter the "Lessor").

WITNESSETH:

For and in consideration of the mutual covenants and Agreements set forth herein and the payment of rent, the parties hereby agree as follows:

LEASE OF FIBER OPTIC CABLE: Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, on the terms and conditions recited in this Lease, that certain 96 strand Single Mode fiber optic cable (FOC) installed within a 1-1/4 inch HDPE conduit within the project limits of Financial Project Identification Number 406122-1-52-01 (SunNav Phase II) (hereinafter the "Project").

WARRANTY: LESSEE AGREES THAT LESSOR HAS MADE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESSED OR IMPLIED, WITH RESPECT TO THE DESIGN, QUALITY OR CONDITION OF THE FOC OR CONDUIT, OR ANY MATTER OTHER THAN THAT CONTAINED WITHIN THIS LEASE, INCLUDING, BUT NOT LIMITED TO, THE CONDITION OR USE OF THE FOC OR CONDUIT, THEIR MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE LESSEE. LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS LEASE. FURTHER LESSOR SHALL NOT BE LIABLE TO LESSEE FOR THE LOSS OF USE OF THE FOC OR CONDUIT AND LESSEE WAIVES ANY AND ALL CLAIMS RELATED THERETO.

MAINTENANCE SERVICES: Lessor agrees to provide routine maintenance on the FOC and conduit during the term of this Lease at no additional cost or expense of the Lessee, and such routine maintenance shall be performed at the same time as the Lessor performs routine maintenance upon its SunNav FOC and conduit and to the same standards. Any non-routine maintenance or repair to the FOC or conduit, including emergency maintenance or repair, shall be at the sole cost and expense of Lessee, and will require an access and repair permit from Lessor prior to the Lessee's performance of such non-routine maintenance or repair. If at any time during the term of this Lease, the Lessee decides to upgrade the quality of the FOC or conduit, then and in that event, the cost of the upgrade shall be borne entirely by the Lessee, and shall be paid to Lessor prior to Lessor commencing the performance of the work of providing the upgrade to the FOC or conduit.

TERM OF THE LEASE: The term of this Lease shall commence as of the 20th day of June, 2006 ("Commencement Date") and shall continue in full force and effect until the 20th day of June 2026 ("Initial Term"), unless sooner terminated as provided in the Lease. After that the Lessee shall have the option to renew this Lease under the same terms and conditions, with the exception of the Initial Rent that is waived during the renewal term, and for a like term of twenty years. Should Lessee desire to exercise its option to renew the Lease it shall at least sixty (60) days prior to the expiration of the Initial Term notify Lessor by written notice of its intention to exercise the option granted herein.

RENT: The Initial Rent for the use of the FOC by Lessee during the Initial Term of this Lease shall be a lump sum amount of Nine Hundred Ninety Two Thousand Three Hundred Ninety One Dollars and 00/100 (\$992,391.00) and shall be payable to Lessor in advance on or before the Commencement Date of this Lease. This Initial Rent will be used by the Lessor to procure and install the FOC to Lessee's specifications, within the Project limits

on Lessor's right of way. Thereafter, Lessee agrees to pay to Lessor as additional rent for the use of the FOC during the term of this Lease in the amount of One Dollar (\$1.00) per year. The County agrees that it will, at least 14 (fourteen) calendar days prior to the Department's execution of a supplemental agreement for the installation of the FOC, furnish the Department an advance deposit in the amount of Nine Hundred Ninety Two Thousand Three Hundred Ninety One Dollars and 00/100 (\$992,391.00) for full payment of the estimated project cost and associated indirect costs for locally funded project number 406122-1-52-02. The Department may utilize this deposit for payment of the costs of the project. If the actual cost of the project is less than the funds provided, the excess will be applied to other phases of the project. The payment of funds under this Locally Funded Agreement will be made directly to the Department for deposit into the Turnpike General Reserve Trust Fund.

INSPECTION, TESTING AND ACCEPTANCE BY LESSEE: Lessee shall have the right to inspect the FOC and conduit prior to installation by Lessor's contractor, and may test the FOC after installation of the FOC and conduit is complete and finally accepted by the Lessor. In no event shall Lessee interfere, delay or disrupt the Lessor's construction contractor in the performance of its work on the Project; in the event that Lessee does so interfere, delay, or disrupt the Lessor's construction contractor, causing Lessor to incur costs, expense or damages, then Lessee agrees to indemnify and hold Lessor harmless from all costs, expenses, damages, actions, and causes of action arising out of Lessee's interference, delay or disruption to Lessor's construction contractor performing work on the Project. Lessee shall have thirty (30) days after the inspection, and sixty (60) days after the completion of testing, of the FOC and conduit to notify Lessor in writing of any defects or other objections to the FOC or conduit. If Lessor receives no written notice of defects or objections within these limited periods then Lessee shall be conclusively presumed to have accepted the FOC and conduit in good condition and repair.

RELOCATION OF FOC AND CONDUIT: Lessee and Lessor agree that in the event the Lessor plans for future improvements, alterations, or modifications of Florida's Turnpike (SR 91), and such plans are in conflict with the location of the FOC and conduit within the Project limits of Lessor's right of way, then and in that event Lessor shall have the right, without breaching this Lease, to relocate the FOC and conduit to a new location within the Lessor's right of way, and that Lessor shall bear the entire cost of performing such relocation of the FOC and conduit.

PERMITTED USE OF THE FOC AND CONDUIT: The Lessor and Lessee agree that the FOC and conduit leased to Lessee hereunder shall be used exclusively by the Lessee, and that subleasing by the Lessee of the FOC and conduit for commercial purposes, without Lessor's prior written consent, which consent may be granted or withheld in Lessor's sole discretion, is not a permitted use under this Lease.

FOC AND CONDUIT TO REMAIN PERSONAL PROPERTY: The FOC and conduit leased herein shall remain personal property for the term of this Lease, notwithstanding any burial or attachment of it or any part of it to the real property of the Lessor, and Lessee shall not by this Lease acquire any interest in the real property of the Lessor.

NO PURCHASE OPTION: Lessee shall have no option to purchase or otherwise acquire the title to or ownership of the FOC or conduit that is the subject of this Lease, and Lessee shall have only the right to use the FOC and conduit under the terms of this Lease.

ADDITIONS, UPGRADES OR ALTERATIONS: Lessee shall not make any additions, upgrades, or alterations to the FOC or conduit located within the limits of the Project without Lessor's prior written consent. All additions, upgrades, or alterations made by Lessee to the FOC or conduit shall belong to and become the personal property of the Lessor.

BINDING EFFECT UPON SUCCESSORS AND ASSIGNS: This Lease shall inure to the benefit of and bind the successors and assigns of the respective parties. Nothing in this section shall impair any of the provisions prohibiting any assignment of this Lease without Lessor's prior written consent.

ASSIGNMENT: Lessee agrees that it will not sublease or assign this Lease, or any interest in it, or make any alterations, upgrades, additions or improvements to the FOC or

conduit, or permit its use by any other person, firm or other entity other than Lessee or Lessee's employees, without Lessor's prior written consent.

APPLICABLE LAW: This Lease shall be governed, construed, interpreted and enforced under the laws of the State of Florida.

ENTIRE AGREEMENT; SEVERABILITY: This Lease constitutes the entire agreement between the parties and supersedes all prior negotiations or oral agreements between the parties on the subject matter contained therein. The provisions of this Lease may not be modified or terminated except as provided in this Lease or by any other written instrument executed by and between the parties. If any provision of this Lease is invalid, it shall be considered deleted from this Lease, and shall not invalidate the remaining provisions of this Lease.

EXECUTION OF LEASE: This Lease shall not be binding and enforceable against the parties until first executed and delivered by a proper official of the respective parties hereto, and until the receipt and acceptance of the Initial Rent provided for under this Lease. This Lease may be executed in multiple counterparts, and each shall be deemed an original of this Lease.

DELIVERY OF NOTICES: All notices under this Lease shall be delivered in person or by certified mail, return receipt requested, to an authorized representative of the party to whom delivery is made at the place of business of that party, or to any other place specifically designated by the party.

DEFAULT: If Lessee defaults in paying any rent due as described herein, or if Lessee breaches any other term, covenant, or condition of this Lease, then and in that event, Lessor shall by certified mail, return receipt requested, notify Lessee in writing of such default and Lessee shall have thirty (30) days from the date of delivery of such notice in which to cure the said default. In the event that Lessee fails or refuses to cure the default identified in the said notice within the time limited herein then Lessor shall have the right to retake immediate possession of the FOC and conduit and terminate Lessee's right to possession thereto, without being liable to any suit or action or proceeding by Lessee.

NO STRICT CONSTRUCTION: Neither the form nor any language of this Lease shall be interpreted or construed in favor of or against either party hereto.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to these presents on the date first above written, for the purposes set forth herein.

R2006-1062

Board of County Commissioners
Palm Beach County **Karen T. Marcus**

By: [Signature]
Commissioner Tony Masiotti, Chairman

Date Signed: 11/11/06

Sharon R. Bock, Clerk & Comptroller
Palm Beach County
Deputy Clerk [Signature]

Attest: [Signature]
County Clerk

Approved as to form and legality:

By: [Signature]
Office of the County Attorney

-LESSEE-

Florida Department of Transportation
Florida's Turnpike Enterprise

By: [Signature]
James L. Ely, DPA
Executive Director and
Chief Executive Officer

Date Signed: 8-1-06

Attest: [Signature]
Secretary

Approved as to Terms
and Conditions

By: [Signature]

Approved as to form and legality

By: [Signature]
Office of the Turnpike General Counsel

-LESSOR-

EXHIBIT A

MAR-24-2005 10:34AM FROM-

T-734 P.003/004 F-576

WWW.MILLERELC.COM



MILLER ELECTRIC COMPANY

2251 ROSSELLE ST. (32204)
P.O. Box 1799
JACKSONVILLE, FL 32201
904.388.8000
FAX 904.388.8653

Florida Turnpike District
Mr. Craig Carnes
March 17, 2005
Page 2

Our estimate is based on the following quantities.

1-1/4" innerduct	235,000'	@	\$	1.10 per ft	=	\$	258,500.00
1-1/4" directional bore (includes additional sleeve)	6,000'	@	\$	25.00 per ft	=	\$	150,000.00
Splice vaults	13	@	\$	3,500.00 each	=	\$	45,500.00
96-count fiber	225,000'	@	\$	1.90 per ft	=	\$	427,500.00
Engineering fee	1	@	\$	39,000.00	=	\$	39,000.00
Total:						\$	920,500.00

Note:

- This price is based on the drawings provided to Miller Electric Company as noted above. No additional specifications have been provided.
- While the drawings provided only show details at intersecting roads, we have assumed the additional innerduct, one (1) 1-1/4 will be added for the entire distance from Glades Road to Indiantown Road.
- While the drawings indicate additional conduit running perpendicular to the Turnpike mainline, we assume this work is future and have not included any of it.
- All new work will be added to our 'as-built' drawings by FR Aleman.
- Additional 'as-built' drawings will be provided to Palm Beach County.
- Thirteen (13) new splice vaults are included per the drawings.
- Eleven (11) new fiber-optic pull-boxes are included.
- One 96-count, fiber-optic cable provided by Sumitoma, is included for the entire run. Two hundred (200) feet of spare cable will be added at each splice vault per Turnpike specifications.
- Minimal splicing in splice vaults based on reel length only, is included. No splices will be provided in Palm Beach County pull-boxes.



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JACKSONVILLE, FL 32201
904.388.8000
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EXHIBIT "A"

March 17, 2005

Florida Turnpike District
PO Box 613069
Ocoee FL 34761

Attn: Mr. Craig Carnes

RE: Palm Beach County Fiber
Scope

Dear Sir:

We are pleased to present our **Revised** proposal to provide the additional fiber-optic cable and associated conduit system for Palm Beach County, per your request. This proposal is based on the drawings provided by Palm Beach County Traffic dated February 11, 2005. All materials provided will match the materials submitted, approved and being currently installed on the SuNav Phase II project. As time is of the essence and we are rapidly approaching the beginning of this work, no additional submittals of these materials or drawings will be submitted before installation begins. A courtesy submittal package will be presented to Palm Beach County upon request. You are requested to carefully review our inclusions and exclusions listed below.

This proposal is based on installation of the additional conduit, along with the ones we are already installing. We will do so based on written direction from the Turnpike.

As this will require additional design, as well as installation time, we respectfully request being granted an additional forty-five (45) days to our schedule to complete this work.

(continued)

MAR-24-2005 10:34AM FROM-

T-734 P.004/004 F-576

www.mecofax.com



MILLER ELECTRIC COMPANY

2251 ROSSELLE ST.(32204)
P.O. Box 1799
JACKSONVILLE, FL 32201
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Florida Turnpike District
Mr. Craig Carnes
March 17, 2005
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Thank you for the opportunity to present this proposal. Please do not hesitate to call with any questions or comments you may have. We look forward to working with you on this project.

Yours very truly,

MILLER ELECTRIC COMPANY

William Gawlik
Project Manager

WG/cjn

t:\docs\wg\proj\turnpike\dist1rev



EC-000011
CG-C047556