

Agency: City of Jacksonville	Fund: LF	Financial Management Nos.:
Vendor No: F596000344225	Contract Amount: \$35,231,000	446827-1-94-01
Agency: Jacksonville		446827-1-94-02
Transportation Authority		446827-2-94-01
Vendor No: F596018367001		446827-2-94-02

**LOCALLY FUNDED AGREEMENT (LUMP SUM CONTRIBUTION)
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION,
THE CITY OF JACKSONVILLE, AND
THE JACKSONVILLE TRANSPORTATION AUTHORITY**

This **AGREEMENT** made and entered into this date _____ by and between the State of Florida Department of Transportation (the "DEPARTMENT"), the City of Jacksonville ("COJ"), a Florida Municipal Corporation, and the Jacksonville Transportation Authority ("JTA"), a body corporate and an agency of the State of Florida. The COJ and JTA are collectively referred to herein as the "GOVERNMENT ENTITIES".

WITNESSETH:

WHEREAS the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS the GOVERNMENT ENTITIES, as detailed in Exhibit "B", have authorized their officers to execute this Agreement on their behalf; and

WHEREAS the DEPARTMENT and GOVERNMENT ENTITIES seek to alleviate significant conflicts between freight trains and vehicular/pedestrian/bicyclist traffic at major arteries that connect communities to downtown Jacksonville; and

WHEREAS the DEPARTMENT has submitted an application for funding under the Federal Railroad Administration's Consolidated Rail Infrastructure and Safety Improvements ("CRISI") grant program; and

WHEREAS the DEPARTMENT has been named a recipient of a CRISI grant for Mitigating Jacksonville's Freight Train-Vehicle/Pedestrian/Bicyclist Conflicts (the "Project"), as described in Exhibit A, said project being known as Financial Management ("FM") Numbers 446827-1-94-01, 446827-1-94-02, 446827-2-94-01, and 446827-2-94-02.

WHEREAS the Project is not revenue producing and is contained in the Adopted Work Program; and

WHEREAS the implementation of the Project is in the interests of the DEPARTMENT and the GOVERNMENT ENTITIES; and

WHEREAS the GOVERNMENT ENTITIES desire to provide funding to the DEPARTMENT to be used for the Project.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation in this Agreement, the parties agree as follows:

1. The terms of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all services required of the GOVERNMENT ENTITIES and the DEPARTMENT. The DEPARTMENT may, at any time and at any stage, amend or terminate the Project in whole, or in part, if the DEPARTMENT determines that such action is in the best interests of the public.

2. The DEPARTMENT shall perform all obligations as Grantee, as described in the Statement of Work, attached hereto as Exhibit "A". Nothing herein shall be construed as requiring the DEPARTMENT to perform any activity which is outside the scope of the Project as set forth in Exhibit "A". Except as specifically stated otherwise in this Agreement, all such activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in its sole discretion, deems appropriate. The GOVERNMENT ENTITIES shall not have any jurisdiction or control over the DEPARTMENT'S activities, except as specifically stated in this Agreement. The GOVERNMENT ENTITIES shall be advised of the progress of the Project at reasonable intervals upon request.

3. Participation by the GOVERNMENT ENTITIES of the funds for the Project shall be made as follows:

(A) The DEPARTMENT'S current estimate for Project's cost is **\$35,231,000**. The DEPARTMENT'S performance and obligation to the Project is contingent upon an annual appropriation by the Florida Legislature and the receipt of federal funds. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving written notice to the GOVERNMENT ENTITIES to that effect.

(B) COJ agrees that it will, within six weeks after the execution of this Agreement by the DEPARTMENT and the GOVERNMENT ENTITIES, furnish the DEPARTMENT a contribution in the amount of nine hundred seventy-eight thousand eight hundred seventy-five dollars (\$978,875) to be used for the estimated project cost for project

numbers 446827-1-94-01, 446827-1-94-02, 446827-2-94-01, and 446827-2-94-02. The DEPARTMENT may utilize this contribution for payment of the costs of the project.

(C) JTA agrees that it will, within six weeks after the execution of this Agreement by the DEPARTMENT and the GOVERNMENT ENTITIES, furnish the DEPARTMENT a contribution in the amount of nine hundred seventy-eight thousand eight hundred seventy-five dollars (\$978,875) to be used for the estimated project cost for project numbers 446827-1-94-01, 446827-1-94-02, 446827-2-94-01, and 446827-2-94-02. The DEPARTMENT may utilize this contribution for payment of the costs of the project.

(D) All Project cost records and accounts shall be subject to audit by a representative of the GOVERNMENT ENTITIES for a period of three (3) years after final close out of the Project.

(E) If the actual cost of the project is less than the funds provided under this Locally Funded Agreement, the excess will be applied to other phases on the project.

(F) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit.

(G) Contact Persons:

Florida Department of Transportation

Holly Cohen
Freight and Rail Planning Administrator
Freight and Multimodal Office
Florida Department of Transportation
605 Suwannee Street, MS-25
Tallahassee, Florida 32399-0450

City of Jacksonville

Kelsey Cox, P.E.
City of Jacksonville | Public Works Department
Engineering & Construction Management Division
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202

Jacksonville Transportation Authority

Richard Clark
Jacksonville Transportation Authority
100 N. Myrtle Avenue
Jacksonville, FL 32204-1310

4. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use. The GOVERNMENT ENTITIES may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT.

5. In the event this Agreement is for services in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) or has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“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 funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 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 \$25,000.00 and which have a term for a period of more than one (1) year.”

6. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the GOVERNMENT ENTITIES 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 by such party in conjunction with this Agreement.

7. The GOVERNMENT ENTITIES agree to comply with section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 20.055(5), Florida Statutes.

8. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is

agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

9. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

10. The DEPARTMENT and GOVERNMENT ENTITIES acknowledge and agree to the following:

(A) The GOVERNMENT ENTITIES 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 GOVERNMENT ENTITIES during the term of the contract; and

(B) The GOVERNMENT ENTITIES shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract 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/subcontractor during the contract term.

IN WITNESS WHEREOF, the Parties have executed this Agreement this as of the date last written below.

CITY OF JACKSONVILLE

**STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

Attest:

Legal Review:

Legal Review:

[signatures continued on next page]

JACKSONVILLE TRANSPORTATION AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

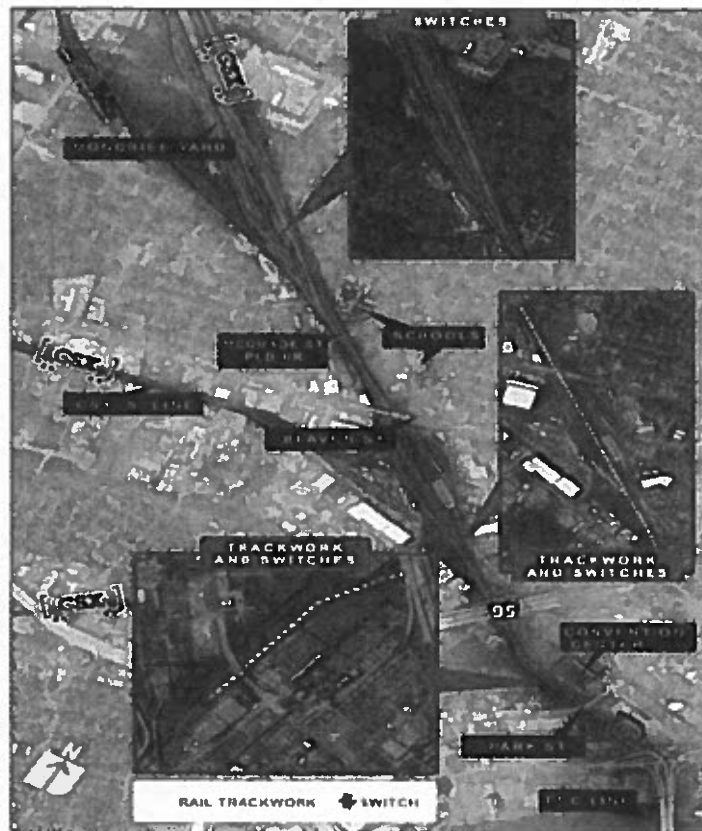
Attest:

Legal Review

EXHIBIT A

PROJECT DESCRIPTION AND DELIVERABLES

Mitigating Jacksonville's Freight Train-Vehicle/Pedestrian/Bicyclist Conflicts



Project Background

The Florida Department of Transportation has been awarded a Federal Railroad Administration's Consolidated Rail Infrastructure and Safety Improvements (CRISI) grant, to Mitigate Jacksonville's Freight Train-Vehicle/Pedestrian/Bicyclist Conflicts. This project will focus on the sole location where three (3) railroads intersect and exchange freight, the Beaver Street Interlocking and associated rail yards just north of Downtown Jacksonville. The signal improvements, new trackage, and technology improvements at this junction, and along the last 5 miles of FEC tracks provide the opportunity to improve freight rail operations entering and exiting Florida, which in turn offers modal shift incentives from truck to rail, while affording clear community benefits in terms of medical/hospital access, congestion in San Marco, grade

crossing safety, reduced air emissions, and forwarding the international trade opportunities for Florida.

Project Location

The proposed rail improvements are located in Jacksonville, Florida. The project's limits are approximately seven miles apart, extending from the FEC Railway's Bowden Rail Yard to CSX's Moncrief Rail Yard.

Improvements include four primary components:

1. Modernize rail switches and connective track primarily used for FEC Railway traffic and Class I interchange.
2. Installation of 7,000 feet staging track that exceeds standards and considers future technological advances in rail engineering to eliminate congestion and grade crossing blockages.
3. Upgrade signal and track at joint CSX/FECR Beaver Street Interlocking.
4. Installation of Centralized Traffic Control (CTC) improvements over 5.35 miles of FECR track and at all road crossings

FEC Scope of Work

1. FEC Component I (FEC-I): FEC Track and Signal Improvements
 - a. FEC TY/TTX Yard track and signal upgrades (new staging Track #29, including two turnouts)
 - b. Park Street Overhead Bridge Crash walls
 - c. New Control Point (CP) south of St. Johns River (two new universal crossovers, including four turnouts)
2. FEC Component II (FEC-II): FEC Grade Crossing Improvements -
 - a. Prudential Drive (USDOT #271800H)
 - b. San Marco Blvd (USDOT #271801P)
 - c. Nira Street (USDOT #271807F)
 - d. Naldo Ave (USDOT #271808M) – Crossing is being removed per City of Jacksonville and FDOT Stipulation of Parties Agreement
 - e. Hendricks Ave (USDOT #271809U)
 - f. Atlantic Blvd (USDOT #271816E)
 - g. Emerson St. (USDOT #271819A)
3. FEC Component III (FEC-III): FEC Communications and Signal System Improvements
 - a. Fiber Optic Backbone
 - (1) Submarine Conduit under St. Johns River
 - (2) Beaver Street to North of St. Johns River (on CSX or FEC ROW?)
 - (3) South of St. Johns River to Bowden Yard
 - b. Install CTC from MP 0.05 to 5.40

- c. Jacksonville Bridge Communications Center

CSX Scope of Work

1. CSX Component I (CSX-I): CSX Track and Signal Improvements
 - a. CSX Moncrief Yard: Replace approximately five existing hand throw switches with Remote Controlled DTMF switches
 - b. Upgrade Control Point (CP) "Beaver Street" at Milepost (MP) A-642.5 including but not limited to the replacement of an estimated three universal crossovers, five turnouts and impacted track
 - c. Modify and integrate new and existing tracks into the CSX controlled and maintained signal system North of FEC Bridge
2. CSX Component II (CSX-II): CSX Grade Crossing Improvements
 - a. McQuade Street (USDOT #621193R)

Exhibit "B"

Resolutions

FM# 446827-1-94-02
446827-1-94-02
446827-2-94-01
446827-2-94-02

Project: FDOT Agreement 446827-1-94-01/02; 446827-2-94-01/02 for Consolidated Rail infrastructure and Safety Improvement (CRISI)

Agency: Florida Department of Transportation

Department: Public Works

Agreement Numbers: N/A


Reviewed and Approved for Content