

# CITY OF HOLLYWOOD, FLORIDA

## Agreement / Contract Routing Form

### Only Mayor's Signature

*Must route the three (3) original agreements, as described, unless more than three (3) are required, for execution. Outside signatures must be obtained first before any City signatures are done in the majority of the situations. Only exceptions are for Federal, State and County governments. This form must be filled out completely or it will be returned to the Department/Office.*

Date: 12 / 19 / 2024Prepared by: Parris AdolphusExtension #: 6644Originating Dept: Engineering DivisionOriginating Dept. Contract Manager: Clarissa IpCo./Vendor Name: Brightline Trains Florida LLCCo./Vendor Contact Person: Kevin BrancheauCo./Vendor Contact  
kevin.brancheau@brightline.comEmail: Co./Vendor Contact Number: 786-681-3071

**Complete Description of Agreement.** Provide a summary of what the resolution authorizes, services provided, equipment to be purchased, action to be taken, etc: MPO Brightline Agreement for Implementation of the railroad crossing elimination program.

Approved by: Resolution/Ordinance/ Memo No: R-2024-395**BRING COMPLETED PACKAGE TO CITY CLERK'S OFFICE**

Outside signatures obtained first: \_\_\_\_\_, date \_\_\_\_\_

Originating Director, print name: Andria Wingett, date 1/30/2025

(Director must also initial on contract by City Manager's signature)

Submission to City Clerk Office, date 2/3/2025

Office of Human Resources, Tanya Bouloy, Risk Manager, date \_\_\_\_\_

Office of Procurement &amp; Contract Compliance, Randy Stovall, Contract Compliance Admin, date \_\_\_\_\_

Office of Procurement & Contract Compliance, Otis Thomas, Director, date 2/3/2025Office of Budget & Performance Management, Jonathan Antista, Director, date 2/3/2025Department of Financial Services, Stephanie Tinsley, Director, date 2/3/2025City Attorney, Douglas R. Gonzales, date 2/3/2025Mayor, Josh Levy, date 2/3/2025City Clerk, Patricia A. Cerny, date 2/3/2025

Distribution: \_\_\_\_\_ Original to City Clerk; \_\_\_\_\_ Copy to Procurement; \_\_\_\_\_ Originals Returned to Preparer.

Effective Date: 10/07/2024

## Agreement/Contract Routing Form Continued

Funding in account number: 336.149901.54100.560003.001123.000.000

Total amount authorized by legislation: N/A /year, \$330,811.00 /contract term

Length of Term: Open

Start date: \_\_\_\_\_

End date: \_\_\_\_\_

Renewals, Y/N: N/A

Do renewals need to be authorized annually? N/A

Authorization to enter into agreement:

☒ City Commission

☐ City Manager

☐ Procurement Service

☐ Other: \_\_\_\_\_

Document Type: (check one)

☒ Agreement / Contract

☐ Lease

☐ Grant

☐ Consulting/Professional Services

☐ Authorization to Proceed:

☐ Other: \_\_\_\_\_

Location of Executed Copies:

☐ City Clerk's Office

☐ Other: \_\_\_\_\_

☐ Other: \_\_\_\_\_

Procurement Method: (check one)

☐ Formal Solicitation (RFQ, RFP, IFB, RLI): / # \_\_\_\_\_

☐ Open Market (3 quotes/proposals)

☐ Co-op Agreement

☐ Piggyback Agreement

☒ Other: Not purchasing but an Interagency agreement

☐ Insurance reviewed and approved by Risk Management. (Attached)

☐ Bonds reviewed and approved by City Attorney's office. (Attached)

☐ **\*Disclaimer:** Payment & Performance Bonds not reviewed and approved in advance by City Attorney's Office, the End-User Department will be held responsible to procure the bonds once contract has been executed by the parties.

Additional Notes:



1       **GRANT PARTICIPATION AND REIMBURSEMENT AGREEMENT FOR THE IMPLEMENTATION OF**  
2       **THE RAILROAD CROSSING ELIMINATION PROGRAM GRANT BROWARD COUNTY SEALED**  
3       **CORRIDOR PROJECT ALONG THE FLORIDA EAST COAST RAILWAY AND BRIGHTLINE CORRIDOR**  
4       **WITHIN BROWARD COUNTY, FLORIDA**

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6       **THIS AGREEMENT** is made as of this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between  
7       Brightline Trains Florida LLC, a Delaware limited liability company, ("Brightline" or "Contractor"), and  
8       the Cities of Dania Beach, a Florida municipal corporation, Fort Lauderdale, a Florida municipal  
9       corporation, Pompano Beach, a Florida municipal corporation, Hallandale Beach, a Florida  
10      municipal corporation, Hollywood, a Florida municipal corporation, and Wilton Manors, a Florida  
11      municipal corporation, (the "Cities") and Broward County, Florida, a political subdivision of the state  
12      of Florida (the "County").

13      **WHEREAS**, Brightline is a subrecipient of the Federal Railroad Administration (the "FRA")  
14      funds (the "Grant Funds") being provided by the Broward Metropolitan Planning Organization  
15      ("BMPO"), pursuant to a Subrecipient Agreement for the construction of certain safety  
16      improvements along the rail corridor owned by the Florida East Coast Railway, L.L.C. ("FECR"), and  
17      Brightline located within Broward County, Florida, (the "Subrecipient Agreement"), which is more  
18      particularly described in Exhibit A, which is attached hereto and incorporated by reference (the  
19      "Project"); and

20      **WHEREAS**, Brightline has agreed to design and construct the railroad crossings identified in  
21      Exhibit B (the "Improvements").

22      **WHEREAS**, the County and the Cities have agreed to provide certain funding (the "Local  
23      Match") for the design and construction of the Improvements as set forth in Exhibit C; and

24      **WHEREAS**, the BMPO has agreed to provide administrative support for the Project, including  
25      but not limited to processing invoices for the County and Cities' Local Match contributions.

26      **NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein and  
27      other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,  
28      Brightline, the BMPO, the Cities, and the County (collectively the "Parties") agree as follows:

29      1.       Brightline will design and construct the Improvements identified in Exhibit B, which is  
30      attached hereto and incorporated herein by reference. Exhibit B sets forth the Improvements that will  
31      be made on County property (the "County Improvements") and each of the Cities' Property  
32      (collectively the "City Improvements").

33      2.       Eighty percent (80%) of the cost of the Improvements shall be paid from the Grant  
34      Funds. The remaining twenty percent (20%) of the cost of the Improvements shall be paid by the  
35      County and the Cities (the "Local Match"). The amounts to be paid by the County and each City are  
36      set forth more particularly in Exhibit C, which is attached hereto and incorporated herein by  
37      reference.

38      3.       The Term of this Agreement shall commence on execution of both this Agreement  
39      and the Subrecipient Agreement in substantially the form attached hereto in Exhibit A by all parties  
40      to such agreements and shall terminate upon the earlier of the expiration of the Budget Period under

the Grant Agreement between BMPO and FRA, but no later than December 31, 2029, or the termination of the Subrecipient Agreement. If the Subrecipient Agreement is not executed in substantially the same form attached hereto in Exhibit A and such changes are not approved, in writing, by the County and each of the Cities within thirty (30) days after the full execution of the Subrecipient Agreement, then the obligations and rights contained in this Agreement shall not commence and this Agreement shall terminate without liability by or to any party.

4. Prior to Brightline issuing Requests for Proposals from Contractors, Brightline shall submit the Final Design to the BMPO, County and Cities for their approval as provided herein. Each respective crossing agreement holder (each an Authority Having Jurisdiction, "AHJ") will have the right to comment on the Final Design for improvements within its own right-of-way. Final Design improvements made within Florida East Coast Railway's ("FECR") right-of-way will not be subject to the approval of the applicable AHJ, except to confirm that the improvements within FECR's right-of-way substantially conform to the description of such improvements on Exhibit B. All comments on Final Design shall be provided to Brightline within fifteen (15) calendar days. Failure to provide comments within the provided timeline shall be deemed to be acceptance of the Final Design.

5. Upon receipt of final bids for the Project and prior to executing the construction contracts, Brightline will advise the BMPO, County and Cities whether the Grant Funds and the Local Match will be sufficient to complete the Project and maintain the budgeted contingency percentages for the respective County and City Improvements. The County's Local Match for the Cities' Improvements (i.e., \$1,398,886.00) detailed in Exhibit C may be recalculated and redistributed as set forth in an Amended Exhibit C to achieve the budgeted percentages for the cost of Improvements for the County and each City. Brightline will work with BMPO, the County and applicable Cities for all parties' approval of the recalculation and redistribution prior to Brightline executing a construction contract.

6. Prior to commencing any construction work on the Project contemplated in the Subrecipient Agreement, Brightline shall cause qualified contractor or contractors performing construction work on the Project to furnish a payment bond and a performance bond as required under Section 255.05, Florida Statutes, including a rider naming each AHJ as an additional obligee, in a penal sum of no less than the full amount of the cost for the construction work of the portions of the Project located on property owned by each AHJ ("Payment and Performance Bonds"). The Payment and Performance Bonds shall guarantee to each AHJ the completion and performance of construction work to be performed under the Project and full payment of all suppliers, material providers, laborers, and subcontractors of all tiers employed under this Project. The bond shall be with a surety company that is qualified under Section 255.05, Florida Statutes. Brightline shall ensure that the Payment and Performance Bond is recorded in the public records of Broward County and provide each AHJ with evidence of such recording as a precondition to commencing any Project construction work.

7. Brightline shall require that each contract and subcontract with a qualified contractor hired to perform construction work on the Project include a provision naming each AHJ as a third-party beneficiary for any portion of such contract or subcontract relating to improvements within such AHJ's property or right-of-way. Brightline shall furnish each AHJ a copy of such contract or subcontract upon request by the applicable AHJ prior to authorizing any construction work to be commenced on such AHJ's property or right-of-way. In the alternative to contractual language naming each AHJ as an intended third-party beneficiary, Brightline may ensure that each contractor



obtain a policy of insurance covering claims brought by Brightline and/or an AHJ relating to construction defects for work performed by such Contractor (and all applicable subcontractors) with a term covering a period of time equal to seven (7) years after the final completion and acceptance of the construction work, with each AHJ named as an additional insured under such policy for construction work located on property owned by AHJ or within the AHJ's right-of-way.

8. As set forth in Exhibit C, the County shall pay Brightline an amount not to exceed \$966,114 for design and construction of the County Improvements ("County Funds"). Brightline shall submit to the BMPO and the County monthly invoices specifying the work performed during the preceding month on each County Improvement. The BMPO shall be responsible to ensure monthly invoices are submitted to the County for twenty percent (20%) of the cost for such work. The County shall have the right to review and comment on the monthly invoices for accuracy of the distribution of payment between Grant Funds, County Funds, County Overage, and Cities' Local Match. The County shall provide its comments, if any, for the monthly invoices within five (5) business days from the BMPO's receipt of the monthly invoice. The County shall pay the undisputed invoice amounts within thirty (30) days of the BMPO's receipt of an invoice. Within sixty (60) days after final completion of a County Improvement, Brightline will provide the BMPO with a final invoice. The BMPO shall then submit monthly invoices to the County for twenty percent (20%) of the cost of the final invoice. The County shall pay the undisputed amount of the invoices within thirty (30) days thereafter.

9. If at any time Brightline becomes aware that the cost of completion of the County Improvements may result in the County being invoiced for an amount that is more than its portion of the Local Match for the County Improvements ("County Overage"), then Brightline shall promptly notify the BMPO and the County. Prior to execution of an agreement (Contract, Change Order, etc.) that will exceed the County Overage, Brightline will work with its contractors, BMPO and the County to provide best industry practice solutions to mitigate the County Overage to the greatest extent possible. Brightline shall not perform any work or incur any costs with respect to the County Improvements that result in a County Overage without the County's written agreement. If the County approves an expenditure with respect to a County Overage, Brightline shall submit invoices for the County Overage to the BMPO and the County. If the County does not approve an expenditure with respect to a County Overage, Brightline shall have the right to stop work and/or, to the extent approved by FRA, modify the scope of the County Improvements to keep the County Improvements within the allocated budget for the Project. If Brightline elects to stop work on the applicable County Improvement because a modification of the scope has not been approved by the FRA and the County, Brightline shall return the applicable crossing to a usable condition. Costs incurred to return the applicable crossing to a usable condition are reimbursable under the terms of this Agreement. If an expenditure that includes a County Overage is approved as provided in this section, the BMPO shall submit a prorated invoice for the approved County Overage to each City, which shall be paid by the Cities with any available City contingency funds to satisfy the cost of the County Overage. Each City shall pay the undisputed invoice amounts within thirty (30) days of the BMPO's receipt of an invoice. Upon exhaustion of all City contingency funds, BMPO shall submit any remaining invoices for a County Overage to the County. The County shall pay the undisputed invoice amounts within thirty (30) days of the BMPO's receipt of an invoice.

10. As set forth in Exhibit C, as may be amended, the County shall pay Brightline an amount not to exceed \$1,398,886 ("County's Local Match") towards completion of the City Improvements and each City shall pay an amount not to exceed its funding of the City Improvements



(the "Cities' Local Match"). Brightline shall submit to the BMPO and each City monthly invoices for work performed during the preceding month on each City Improvement. The BMPO shall be responsible to ensure monthly invoices are submitted to each City in which the work was performed. The Cities shall have the right to review and comment on the monthly invoices for accuracy of the distribution of payment between Grant Funds, County Funds, County Overage, and Cities' Local Match. The Cities shall provide its comments, if any, for the monthly invoices within five (5) business days from the Cities' receipt of the monthly invoice. The Cities shall pay the amount of such invoices until each City's Local Match for their respective Improvements, as set forth on Exhibits B and C, is exhausted. Once such funding is exhausted, the BMPO shall submit remaining invoice amounts for the City Improvements to the County, which shall pay the undisputed amounts of such invoices within thirty (30) days of the BMPO's receipt of invoice, provided that the County shall not be obligated to pay more than a total of \$1,398,886 for the City Improvements. The process for submission and payment of final invoices set forth in Paragraph 4 shall also apply to the City Improvements.

11. If Brightline at any time learns or determines that County's portion of the cost of completion of the City Improvements may exceed the County's Local Match of \$1,398,886 ("City Overage") then Brightline shall promptly notify the BMPO, the County and the applicable City. Prior to execution of an agreement (Contract, Change Order, etc.) that will exceed the County's Local Match, Brightline will work with its contractors, the County, and the applicable City to provide best industry practice solutions to mitigate the City Overages to the greatest extent possible. If the City does not approve an expenditure with respect to a City Overage, Brightline shall have the right to stop work and/or, to the extent approved by FRA, modify the scope of the City Improvements to keep the City Improvements within the allocated budget for the Project. If Brightline elects to stop work on the applicable City Improvement because a modification of the scope has not been approved by the FRA, the City, and the County Brightline shall return the applicable crossing to a usable condition. Costs incurred to return the applicable crossing to a usable condition are reimbursable under the terms of this Agreement. If an expenditure that includes a City Overage is approved as provided in this section, the BMPO shall submit an invoice for the approved City Overage to each applicable City, which shall be paid by the applicable City with any available City contingency funds to satisfy the cost of the City Overage. Each City shall pay the undisputed invoice amounts within thirty (30) days of the BMPO's receipt of an invoice. All costs for the City Overages shall be paid by each City using City Contingency funds as set forth in Exhibit C. In no event shall the County be obligated to pay any share of the increased costs of City Overages absent a written agreement between the County, the Cities, and Brightline. In no event shall any City be obligated to pay any funds beyond the Cities' Local Match and Cities' Contingency that absent a written agreement between that City and Brightline

12. If the BMPO, County, or any City fails to make a payment to Brightline in accordance with the terms and conditions of this Agreement or the Subrecipient Agreement (as to Brightline) (a "Non-Paying Party") for an invoice that BMPO, a City, or the County has not disputed as described in Paragraph 8 or 10, which failure is not cured within twenty (20) days after delivery of written notice of lack of payment from Brightline to the Non-Paying Party, then Brightline shall have the right to temporarily stop work on the portion of the Project for which payment has not been made. Brightline shall have the right to receive payment for any undisputed amounts then due and payable to Brightline for work performed prior to the date of the notice from the Non-Paying Party, and Brightline



will continue to work on, and be entitled to payment for, the remainder of the Project until completion.

13. Brightline will be responsible for obtaining all permits or other authorizations necessary for construction and installation of the Project. The County and the Cities each agree to cooperate with Brightline with respect to the necessary permits for the Project, and each will waive all applicable permitting fees and any requirements to furnish a security instrument, payment bond, or performance bond associated with the portion of the Project in each such party's respective jurisdiction.

14. The Project intends to hire a Construction Engineering and Inspection ("CEI") consultant to perform independent inspections of the Improvements. The CEI will provide a certification with each monthly invoice to the BMPO, County and Cities declaring the payment is accurate, and the Work has been done in accordance with the Contract Documents. If the County and/or the Cities desire to conduct any independent and/or final inspections for Improvements in connection with permits issued by the County and the Cities, the inspection shall be performed within fifteen (15) business days after receiving written notification from Brightline that specific portions of the Improvements are complete. The County or the Cities, as applicable, shall notify Brightline of any deficiencies resulting from such independent inspections on behalf of the County and the Cities within three (3) business days after such inspection. Brightline will cooperate with the County and the Cities to resolve any deficiencies found during these independent inspections. For the avoidance of doubt, Brightline and its contractors shall not be liable for the cost to repair any damage to the Improvements or any infrastructure within the Project limits caused by any third-party at any time before, during, or after the construction of the Project, except to the extent solely caused by the negligent or willful act or omission of Brightline or its contractors.

15. Prior to the commencement of the construction of the Project, the Cities and County shall enter into independent and separate crossing agreements or crossing agreement amendments to existing crossing agreements with FECR. The crossing agreements, or crossing agreement amendments, as the case may be, for each crossing to be improved as part of the Project will require the applicable City or County, as the roadway owner, to bear the cost of maintaining the applicable Improvements and to name Brightline as an intended third-party beneficiary of each such agreement solely for the purpose of construction of the Improvements.

The County and the Cities may audit the books, records, and accounts of Brightline that are related to this Agreement. Brightline shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Brightline shall preserve and make available, at reasonable times for examination and audit by the County and the Cities all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes) and corresponding retention schedules, or for a minimum of three (3) years after expiration or termination of this Agreement, whichever is longer. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If a public records request is made to County or one or more Cities for any Brightline records related to this Agreement, then the County or Cities to which the request is made shall determine whether such records must be provided in response to the request pursuant to the Florida Public Records Act, in which case Brightline shall comply with all requirements thereof. If Brightline receives a request for



the County's or one or more Cities' public records regarding this Agreement, Brightline will promptly notify the applicable Party in writing and provide all requested records to the County or Cit(ies) (as applicable), to enable that entity to timely respond to the public records request.

**IF BRIGHTLINE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, REGARDING ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE COUNTY OR CITIES, AS APPLICABLE, AT THEIR ADDRESS OF RECORD FOR NOTICES AS PROVIDED IN THIS AGREEMENT.**

16. Brightline shall indemnify, defend (with counsel reasonably acceptable to the County or any City, as the case may be) and hold harmless the County and the Cities and their current, past, and future officers and employees (collectively, "Indemnified Parties"), from any and all claims, actions, suits, demands, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees and expenses) (collectively, "Claims"), asserted by a third party against one or more Indemnified Party to the extent the Claim was caused by the negligence, recklessness, or intentional misconduct of Brightline or persons employed or utilized by Brightline in the performance of this Agreement, including but not limited to Brightline's subcontractors, sub-subcontractors, materialmen, or agents of any tier, or any of their respective employees, agents, or representatives. This indemnification shall survive the term of this Agreement. Brightline shall, and shall cause its contractors to, name the County and the Cities as additional insureds on all liability insurance policies to be carried pursuant to the Subrecipient Agreement.

17. Any communication, notice, or demand of any kind whatsoever that a party to this Agreement may be required or may desire to serve on any other party to this Agreement must be in writing and delivered by personal service (including express or courier service with receipt of acknowledgement of delivery) or by registered or certified mail, postage prepaid, return receipt requested, or by a national recognized overnight delivery service, in each case to the recipient party at the address for notice set forth on Exhibit D attached hereto. Without requiring an amendment to this Agreement, any party may change its address for notice by written notice given to the other Parties in the manner provided in this Section. Any such communication, notice, or demand will be deemed to have been duly given or served on the date personally served, if by personal service with a written receipt of acknowledgment of delivery; three (3) days after being placed in the U.S. Mail (certified), if mailed; or one (1) day after being delivered to an overnight delivery service, if sent by overnight delivery with acknowledgement of delivery.

18. Except as expressly provided in the Subrecipient Agreement, this Agreement constitutes the entire agreement between the Parties with respect to its subject matter, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Parties with respect to this Agreement. No prior written contemporaneous oral promises or representations shall be binding. This Agreement shall not be amended except by written instrument signed by all Parties.



19. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

IN WITNESS WHEREOF, Brightline, Broward County, and the cities of Fort Lauderdale, Dania Beach, Pompano Beach, Hallandale Beach, Hollywood, and Wilton Manors execute this Agreement as follows:

WITNESSES:

**Brightline Trains Florida LLC**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Patrick Goddard, President

\_\_\_\_\_  
Print Name: \_\_\_\_\_

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**Broward County**

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By: \_\_\_\_\_

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This \_\_\_\_ day of \_\_\_\_\_, 2024.

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289 Attest:

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(SEAL)

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297 APPROVED AS TO FORM AND LEGAL

298 SUFFICIENCY:

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**City of Pompano Beach, a Florida municipal  
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APPROVED AS TO FORM AND LEGAL

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**City of Wilton Manors, a Florida municipal  
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**City of Fort Lauderdale, a Florida municipal  
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This \_\_\_\_ day of \_\_\_\_\_, 2024.

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**City of Dania Beach, a Florida municipal corporation**

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This \_\_\_\_ day of \_\_\_\_\_, 2024.

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(SEAL)

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

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**City of Hollywood, a Florida municipal corporation**

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By:



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Josh Levy

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Attest:

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DocuSigned by:

*Patricia A. Cerny*

By:

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city clerk

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APPROVED AS TO FORM AND LEGAL

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SUFFICIENCY:

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DocuSigned by:

*Damaris Henlon*

By:

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Interim City Attorney

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(SEAL)



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**City of Hallandale Beach, a Florida  
municipal corporation**

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This \_\_\_\_ day of \_\_\_\_\_, 2024.

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(SEAL)

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APPROVED AS TO FORM AND LEGAL

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**Exhibit "A" - Subrecipient Agreement (To be attached)**

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**Exhibit "B" – Improvements**

Crossing ID	RailRoad	Street	Milepost	City	Crossing Infrastructure Maintenance Agreement Holder	Centerline Raised Median	Exit Gate
272519P	FEC	COPANS RD	331.1	POMPANO BEACH	BROWARD COUNTY	Existing (East Side)	Proposed RCEP (West Side)
272528N	FEC	NE 6TH ST	332.77	POMPANO BEACH	CITY OF POMPANO BEACH		Proposed RCEP (Both Sides)
272531W	FEC	NE 3RD ST	332.97	POMPANO BEACH	CITY OF POMPANO BEACH		Proposed RCEP (Both Sides)
272534S	FEC	SW 2ND ST	333.31	POMPANO BEACH	CITY OF POMPANO BEACH	Proposed RCEP (East Side)	Proposed RCEP (West Side)
272535Y	FEC	SW 6TH ST	333.79	POMPANO BEACH	BROWARD COUNTY		Proposed RCEP (Both Sides)
272870B	FEC	NE 56TH ST	335.63	OAKLAND PARK	BROWARD COUNTY	Proposed RCEP (East Side)	Proposed RCEP (West Side)
272546L	FEC	NE 24TH ST	338.3	WILTON MANORS	CITY OF WILTON MANORS		Proposed RCEP (Both Sides)
272547T	FEC	NE 17TH CT	338.8	FORT LAUDERDALE	CITY OF FT. LAUDERDALE	Proposed RCEP (Both Sides)	
272558F	FEC	SW 5TH ST	341.45	FORT LAUDERDALE	CITY OF FT. LAUDERDALE		Proposed RCEP (Both Sides)
272559M	FEC	SW 6TH ST	341.56	FORT LAUDERDALE	CITY OF FT. LAUDERDALE		Proposed RCEP (Both Sides)
272560G	FEC	SW 7TH ST	341.67	FORT LAUDERDALE	CITY OF FT. LAUDERDALE		Proposed RCEP (Both Sides)
272564J	FEC	SW 17TH ST	342.55	FORT LAUDERDALE	CITY OF FT. LAUDERDALE	Existing (Both Sides)	Proposed RCEP (East Side)
272566X	FEC	SW 22ND ST	342.96	FORT LAUDERDALE	CITY OF FT. LAUDERDALE	Proposed RCEP (East Side)	Proposed RCEP (West Side)
272572B	FEC	OLD GRIFFIN RD	345.44	DANIA BEACH	BROWARD COUNTY	Proposed RCEP (East Side)	Proposed RCEP (West Side)
272573H	FEC	NW 1ST ST	345.81	DANIA BEACH	CITY OF DANIA BEACH	Proposed RCEP (East Side)	Proposed RCEP (West Side)
272576D	FEC	DIXIE HWY	347.08	DANIA BEACH	BROWARD COUNTY		Proposed RCEP (Both Sides)
272582G	FEC	GARFIELD ST	348.07	HOLLYWOOD	CITY OF HOLLYWOOD	Proposed RCEP	Crossing Closure
272584V	FEC	JOHNSON ST	348.27	HOLLYWOOD	CITY OF HOLLYWOOD		Proposed RCEP (Both Sides)
272589E	FEC	WASHINGTON ST	349.29	HOLLYWOOD	CITY OF HOLLYWOOD		Proposed RCEP (Both Sides)
272591F	FEC	NE 3RD ST	350.3	HALLANDALE BEACH	CITY OF HALLANDALE BEACH		Proposed RCEP (Both Sides)
272593U	FEC	SE 3RD ST	350.81	HALLANDALE BEACH	CITY OF HALLANDALE BEACH		Proposed RCEP (Both Sides)

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**Exhibit "C" – Local Match Budget Estimate**

Local Government	Cost Estimates of Improvements	80% Federal	20% Local Match	County's Local Match	Cities' Local Match	Cities' Contingency	Cities' Total
Dania Beach	\$ 743,679	\$ 594,943	\$ 148,736	\$ 71,898	\$ 76,838	\$ 15,368	\$ 92,205
Fort Lauderdale	\$ 5,453,436	\$ 4,362,749	\$ 1,090,687	\$ 527,231	\$ 563,456	\$ 112,691	\$ 676,147
Pompano Beach	\$ 2,854,517	\$ 2,283,614	\$ 570,903	\$ 275,971	\$ 294,932	\$ 58,986	\$ 353,919
Hallandale Beach	\$ 1,679,103	\$ 1,343,282	\$ 335,821	\$ 162,334	\$ 173,487	\$ 34,697	\$ 208,184
Hollywood	\$ 2,668,140	\$ 2,134,512	\$ 533,628	\$ 257,952	\$ 275,676	\$ 55,135	\$ 330,811
Wilton Manors	\$ 1,070,555	\$ 856,444	\$ 214,111	\$ 103,500	\$ 110,611	\$ 22,122	\$ 132,733
<b>Total Cities:</b>	<b>\$ 14,469,430</b>	<b>\$ 11,575,544</b>	<b>\$ 2,893,886</b>	<b>\$ 1,398,886</b>	<b>\$ 1,495,000</b>	<b>\$ 299,000</b>	<b>\$ 1,794,000</b>
Broward County	\$ 4,830,569	\$ 3,864,455	\$ 966,114	\$ 966,114			
<b>Grand Total:</b>	<b>\$ 19,299,998</b>	<b>\$ 15,439,999</b>	<b>\$ 3,860,000</b>	<b>\$ 2,365,000</b>	<b>\$ 1,495,000</b>		



RESOLUTION NO. R-2024-395

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE GRANT PARTICIPATION AND REIMBURSEMENT AGREEMENT WITH BRIGHTLINE TRAINS FLORIDA LLC FOR THE IMPLEMENTATION OF THE RAILROAD CROSSING ELIMINATION PROGRAM GRANT, WITH AN ESTIMATED CITY CONTRIBUTION OF \$330,811.00 AND A MAXIMUM NOT TO EXCEED AMOUNT OF \$533,628.00.

WHEREAS, on June 23, 2022, the Broward Metropolitan Planning Organization ("MPO") hosted a town hall with the Federal Railroad Administration ("FRA"), local governments, and transportation partners to discuss railroad safety, and during that town hall, FRA's concerns were raised about the County's Quiet Zone due to multiple fatalities along the Florida East Coast ("FEC") railway corridor; and

WHEREAS, the FRA announced at the town hall meeting that it would review the FEC corridor, emphasizing the need for local and regional partners to collaborate on interventions and improvements to prevent further fatalities while maintaining the Quiet Zone; and

WHEREAS, FRA's suggested strategies included:

- Trespassing mitigation
- Elimination of grade crossings
- Installation of safety equipment (e.g., quad gates, hardened medians)
- Enhanced public safety campaigns
- Stricter enforcement of traffic laws

; and

WHEREAS, the MPO collaborated with Broward County and the municipalities located along the FEC corridor to demonstrate a commitment to both public safety and the Quiet Zone and lead the response to the FRA with an action plan; and

WHEREAS, on October 10, 2022, on behalf of Broward County, the cities of Dania Beach, Fort Lauderdale, Hallandale Beach, Hollywood, Pompano Beach, and Wilton Manors, the MPO applied for the FRA Railroad Crossing Elimination Program ("RCEP") Grant to fund the Broward County Sealed Corridor project for safety improvements at 21 crossings over 26 miles of FEC railway; and



WHEREAS, on June 5, 2023, the MPO received a Notice of Award of \$15,440,000.00 in RCEP Grant funds from the FRA for the Broward County Sealed Corridor project; and

WHEREAS, over the past year, the MPO and Brightline have prepared preliminary plans for the 26 crossing improvements at 21 FEC at-grade crossings identified in the Grant application, prepared the National Environmental Policy Act requirements, and addressed project-specific terms and conditions with the FRA for the RCEP Grant; and

WHEREAS, the MPO is requiring the cities and Broward County to enter into the agreement with Brightline Trains Florida LLC, attached as Exhibit 1; and

WHEREAS, following the approval of this Agreement, the MPO will be positioned to proceed with executing the Subrecipient Agreement with Brightline Trains Florida LLC and the grant agreement with the FRA, and upon the execution of the FRA grant agreement, the project's final design phase is anticipated to take approximately six months, followed by an estimated 20-month period for the completion of the safety improvements; and

WHEREAS, Broward County is planning to contribute approximately \$2,365,000.00 from currently budgeted resources toward the local match requirement for the project, out of which \$966,114.00 will fund the 20% match of the Broward County improvements and \$1,398,886.00 to fund a portion of the municipal local matches as shown in the attached Exhibit C; and

WHEREAS, funding for the City's contribution was included in the amended FY 2025 Capital Improvement Plan and is available in account number 336.149901.54100.560003.001123.000.000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That it approves railroad crossing improvements at Johnson Street and Washington Street. For Garfield Street, the City shall work with partnering agencies over the next 12 months to identify additional funding if needed for necessary safety improvements that do not include the closure of the crossing at Garfield. If not initiated within the next 12 months, the City Commission may reconsider potentially closing the Garfield Crossing.

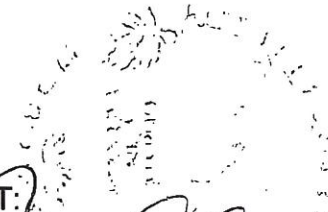
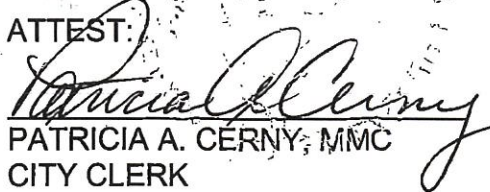
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE GRANT PARTICIPATION AND REIMBURSEMENT AGREEMENT WITH BRIGHTLINE TRAINS FLORIDA LLC FOR THE IMPLEMENTATION OF THE RAILROAD CROSSING ELIMINATION PROGRAM GRANT, WITH AN ESTIMATED CITY CONTRIBUTION OF \$330,811.00 AND A MAXIMUM NOT TO EXCEED AMOUNT OF \$533,628.00.

Section 3: That it approves and authorizes the execution, by the appropriate City officials, the attached Project Agreement with Brightline Trains Florida LLC for the implementation of the Railroad Crossing Elimination Program Grant for the Broward County Sealed Corridor Project along the Florida East Coast Railway and Brightline Corridor within Broward County, Florida.

Section 4: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 4 day of December, 2024.

ATTEST:

  
  
PATRICIA A. CERNY, MMC  
CITY CLERK

  
\_\_\_\_\_  
JOSH LEVY, MAYOR

APPROVED AS TO FORM:

  
\_\_\_\_\_  
DOUGLAS R. GONZALES  
CITY ATTORNEY



## Exhibit 1

**GRANT PARTICIPATION AND REIMBURSEMENT AGREEMENT FOR THE  
IMPLEMENTATION OF THE RAILROAD CROSSING ELIMINATION PROGRAM GRANT  
BROWARD COUNTY SEALED CORRIDOR PROJECT ALONG THE FLORIDA EAST COAST  
RAILWAY AND BRIGHTLINE CORRIDOR WITHIN BROWARD COUNTY, FLORIDA**

**THIS AGREEMENT** is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between Brightline Trains Florida LLC, a Delaware limited liability company, ("Brightline" or "Contractor"), and the Cities of Dania Beach, a Florida municipal corporation, Fort Lauderdale, a Florida municipal corporation, Pompano Beach, a Florida municipal corporation, Hallandale Beach, a Florida municipal corporation, Hollywood, a Florida municipal corporation, and Wilton Manors, a Florida municipal corporation, (the "Cities") and Broward County, Florida, a political subdivision of the state of Florida (the "County").

**WHEREAS**, Brightline is a subrecipient of the Federal Railroad Administration (the "FRA") funds (the "Grant Funds") being provided by the Broward Metropolitan Planning Organization ("BMPO"), pursuant to a Subrecipient Agreement for the construction of certain safety improvements along the rail corridor owned by the Florida East Coast Railway, L.L.C. ("FECR"), and Brightline located within Broward County, Florida, (the "Subrecipient Agreement"), which is more particularly described in Exhibit A, which is attached hereto and incorporated by reference (the "Project"); and

**WHEREAS**, Brightline has agreed to design and construct the railroad crossings identified in Exhibit B (the "Improvements").

**WHEREAS**, the County and the Cities have agreed to provide certain funding (the "Local Match") for the design and construction of the Improvements as set forth in Exhibit C; and

**WHEREAS**, the BMPO has agreed to provide administrative support for the Project, including but not limited to processing invoices for the County and Cities' Local Match contributions.

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Brightline, the BMPO, the Cities, and the County (collectively the "Parties") agree as follows:

1. Brightline will design and construct the Improvements identified in Exhibit B, which is attached hereto and incorporated herein by reference. Exhibit B sets forth the Improvements that will be made on County property (the "County Improvements") and each of the Cities' Property (collectively the "City Improvements").

2. Eighty percent (80%) of the cost of the Improvements shall be paid from the Grant Funds. The remaining twenty percent (20%) of the cost of the Improvements shall be paid by the County and the Cities (the "Local Match"). The amounts to be paid by the County and each City are set forth more particularly in Exhibit C, which is attached hereto and incorporated herein by reference.

3. The Term of this Agreement shall commence on execution of both this Agreement and the Subrecipient Agreement in substantially the form attached hereto in Exhibit A by all parties to such agreements and shall terminate upon the earlier of the expiration of the Budget Period



## Exhibit 1

43 under the Grant Agreement between BMPO and FRA, but no later than December 31, 2029, or  
44 the termination of the Subrecipient Agreement. If the Subrecipient Agreement is not executed in  
45 substantially the same form attached hereto in Exhibit A and such changes are not approved, in  
46 writing, by the County and each of the Cities within thirty (30) days after the full execution of the  
47 Subrecipient Agreement, then the obligations and rights contained in this Agreement shall not  
48 commence and this Agreement shall terminate without liability by or to any party.

49 4. Prior to Brightline issuing Requests for Proposals from Contractors, Brightline shall  
50 submit the Final Design to the BMPO, County and Cities for their approval as provided herein.  
51 Each respective crossing agreement holder (each an Authority Having Jurisdiction, "AHJ") will  
52 have the right to comment on the Final Design for improvements within its own right-of-way. Final  
53 Design improvements made within Florida East Coast Railway's ("FECR") right-of-way will not be  
54 subject to the approval of the applicable AHJ, except to confirm that the improvements within  
55 FECR's right-of-way substantially conform to the description of such improvements on Exhibit B.  
56 All comments on Final Design shall be provided to Brightline within fifteen (15) calendar days.  
57 Failure to provide comments within the provided timeline shall be deemed to be acceptance of  
58 the Final Design.

59 5. Upon receipt of final bids for the Project and prior to executing the construction  
60 contracts, Brightline will advise the BMPO, County and Cities whether the Grant Funds and the  
61 Local Match will be sufficient to complete the Project and maintain the budgeted contingency  
62 percentages for the respective County and City Improvements. The County's Local Match for the  
63 Cities' Improvements (i.e., \$1,398,886.00) detailed in Exhibit C may be recalculated and  
64 redistributed as set forth in an Amended Exhibit C to achieve the budgeted percentages for the  
65 cost of Improvements for the County and each City. Brightline will work with BMPO, the County  
66 and applicable Cities for all parties' approval of the recalculation and redistribution prior to  
67 Brightline executing a construction contract.

68 6. Prior to commencing any construction work on the Project contemplated in the  
69 Subrecipient Agreement, Brightline shall cause qualified contractor or contractors performing  
70 construction work on the Project to furnish a payment bond and a performance bond as required  
71 under Section 255.05, Florida Statutes, including a rider naming each AHJ as an additional  
72 obligee, in a penal sum of no less than the full amount of the cost for the construction work of the  
73 portions of the Project located on property owned by each AHJ ("Payment and Performance  
74 Bonds"). The Payment and Performance Bonds shall guarantee to each AHJ the completion and  
75 performance of construction work to be performed under the Project and full payment of all  
76 suppliers, material providers, laborers, and subcontractors of all tiers employed under this Project.  
77 The bond shall be with a surety company that is qualified under Section 255.05, Florida Statutes.  
78 Brightline shall ensure that the Payment and Performance Bond is recorded in the public records  
79 of Broward County and provide each AHJ with evidence of such recording as a precondition to  
80 commencing any Project construction work.

81 7. Brightline shall require that each contract and subcontract with a qualified  
82 contractor hired to perform construction work on the Project include a provision naming each AHJ  
83 as a third-party beneficiary for any portion of such contract or subcontract relating to  
84 improvements within such AHJ's property or right-of-way. Brightline shall furnish each AHJ a copy  
85 of such contract or subcontract upon request by the applicable AHJ prior to authorizing any  
86 construction work to be commenced on such AHJ's property or right-of-way. In the alternative to  
87 contractual language naming each AHJ as an intended third-party beneficiary, Brightline may  
88 ensure that each contractor obtain a policy of insurance covering claims brought by Brightline  
89 and/or an AHJ relating to construction defects for work performed by such Contractor (and all



## Exhibit 1

applicable subcontractors) with a term covering a period of time equal to seven (7) years after the final completion and acceptance of the construction work, with each AHJ named as an additional insured under such policy for construction work located on property owned by AHJ or within the AHJ's right-of-way.

8. As set forth in Exhibit C, the County shall pay Brightline an amount not to exceed \$966,114 for design and construction of the County Improvements ("County Funds"). Brightline shall submit to the BMPO and the County monthly invoices specifying the work performed during the preceding month on each County Improvement. The BMPO shall be responsible to ensure monthly invoices are submitted to the County for twenty percent (20%) of the cost for such work. The County shall have the right to review and comment on the monthly invoices for accuracy of the distribution of payment between Grant Funds, County Funds, County Overage, and Cities' Local Match. The County shall provide its comments, if any, for the monthly invoices within five (5) business days from the BMPO's receipt of the monthly invoice. The County shall pay the undisputed invoice amounts within thirty (30) days of the BMPO's receipt of an invoice. Within sixty (60) days after final completion of a County Improvement, Brightline will provide the BMPO with a final invoice. The BMPO shall then submit monthly invoices to the County for twenty percent (20%) of the cost of the final invoice. The County shall pay the undisputed amount of the invoices within thirty (30) days thereafter.

9. If at any time Brightline becomes aware that the cost of completion of the County Improvements may result in the County being invoiced for an amount that is more than its portion of the Local Match for the County Improvements ("County Overage"), then Brightline shall promptly notify the BMPO and the County. Prior to execution of an agreement (Contract, Change Order, etc.) that will exceed the County Overage, Brightline will work with its contractors, BMPO and the County to provide best industry practice solutions to mitigate the County Overage to the greatest extent possible. Brightline shall not perform any work or incur any costs with respect to the County Improvements that result in a County Overage without the County's written agreement. If the County approves an expenditure with respect to a County Overage, Brightline shall submit invoices for the County Overage to the BMPO and the County. If the County does not approve an expenditure with respect to a County Overage, Brightline shall have the right to stop work and/or, to the extent approved by FRA, modify the scope of the County Improvements to keep the County Improvements within the allocated budget for the Project. If Brightline elects to stop work on the applicable County Improvement because a modification of the scope has not been approved by the FRA and the County, Brightline shall return the applicable crossing to a usable condition. Costs incurred to return the applicable crossing to a usable condition are reimbursable under the terms of this Agreement. If an expenditure that includes a County Overage is approved as provided in this section, the BMPO shall submit a prorated invoice for the approved County Overage to each City, which shall be paid by the Cities with any available City contingency funds to satisfy the cost of the County Overage. Each City shall pay the undisputed invoice amounts within thirty (30) days of the BMPO's receipt of an invoice. Upon exhaustion of all City contingency funds, BMPO shall submit any remaining invoices for a County Overage to the County. The County shall pay the undisputed invoice amounts within thirty (30) days of the BMPO's receipt of an invoice.

10. As set forth in Exhibit C, as may be amended, the County shall pay Brightline an amount not to exceed \$1,398,886 ("County's Local Match") towards completion of the City Improvements and each City shall pay an amount not to exceed its funding of the City Improvements (the "Cities' Local Match"). Brightline shall submit to the BMPO and each City monthly invoices for work performed during the preceding month on each City Improvement. The



## Exhibit 1

BMPO shall be responsible to ensure monthly invoices are submitted to each City in which the work was performed. The Cities shall have the right to review and comment on the monthly invoices for accuracy of the distribution of payment between Grant Funds, County Funds, County Overage, and Cities' Local Match. The Cities shall provide its comments, if any, for the monthly invoices within five (5) business days from the Cities' receipt of the monthly invoice. The Cities shall pay the amount of such invoices until each City's Local Match for their respective Improvements, as set forth on Exhibits B and C, is exhausted. Once such funding is exhausted, the BMPO shall submit remaining invoice amounts for the City Improvements to the County, which shall pay the undisputed amounts of such invoices within thirty (30) days of the BMPO's receipt of invoice, provided that the County shall not be obligated to pay more than a total of \$1,398,886 for the City Improvements. The process for submission and payment of final invoices set forth in Paragraph 4 shall also apply to the City Improvements.

11. If Brightline at any time learns or determines that County's portion of the cost of completion of the City Improvements may exceed the County's Local Match of \$1,398,886 ("City Overage") then Brightline shall promptly notify the BMPO, the County and the applicable City. Prior to execution of an agreement (Contract, Change Order, etc.) that will exceed the County's Local Match, Brightline will work with its contractors, the County, and the applicable City to provide best industry practice solutions to mitigate the City Overages to the greatest extent possible. If the City does not approve an expenditure with respect to a City Overage, Brightline shall have the right to stop work and/or, to the extent approved by FRA, modify the scope of the City Improvements to keep the City Improvements within the allocated budget for the Project. If Brightline elects to stop work on the applicable City Improvement because a modification of the scope has not been approved by the FRA, the City, and the County Brightline shall return the applicable crossing to a usable condition. Costs incurred to return the applicable crossing to a usable condition are reimbursable under the terms of this Agreement. If an expenditure that includes a City Overage is approved as provided in this section, the BMPO shall submit an invoice for the approved City Overage to each applicable City, which shall be paid by the applicable City with any available City contingency funds to satisfy the cost of the City Overage. Each City shall pay the undisputed invoice amounts within thirty (30) days of the BMPO's receipt of an invoice. All costs for the City Overages shall be paid by each City using City Contingency funds as set forth in Exhibit C. In no event shall the County be obligated to pay any share of the increased costs of City Overages absent a written agreement between the County, the Cities, and Brightline. In no event shall any City be obligated to pay any funds beyond the Cities' Local Match and Cities' Contingency that absent a written agreement between that City and Brightline

12. If the BMPO, County, or any City fails to make a payment to Brightline in accordance with the terms and conditions of this Agreement or the Subrecipient Agreement (as to Brightline) (a "Non-Paying Party") for an invoice that BMPO, a City, or the County has not disputed as described in Paragraph 8 or 10, which failure is not cured within twenty (20) days after delivery of written notice of lack of payment from Brightline to the Non-Paying Party, then Brightline shall have the right to temporarily stop work on the portion of the Project for which payment has not been made. Brightline shall have the right to receive payment for any undisputed amounts then due and payable to Brightline for work performed prior to the date of the notice from the Non-Paying Party, and Brightline will continue to work on, and be entitled to payment for, the remainder of the Project until completion.

13. Brightline will be responsible for obtaining all permits or other authorizations necessary for construction and installation of the Project. The County and the Cities each agree



## Exhibit 1

184 to cooperate with Brightline with respect to the necessary permits for the Project, and each will  
185 waive all applicable permitting fees and any requirements to furnish a security instrument,  
186 payment bond, or performance bond associated with the portion of the Project in each such party's  
187 respective jurisdiction.

188 14. The Project intends to hire a Construction Engineering and Inspection ("CEI")  
189 consultant to perform independent inspections of the Improvements. The CEI will provide a  
190 certification with each monthly invoice to the BMPO, County and Cities declaring the payment is  
191 accurate, and the Work has been done in accordance with the Contract Documents. If the County  
192 and/or the Cities desire to conduct any independent and/or final inspections for Improvements in  
193 connection with permits issued by the County and the Cities, the inspection shall be performed  
194 within fifteen (15) business days after receiving written notification from Brightline that specific  
195 portions of the Improvements are complete. The County or the Cities, as applicable, shall notify  
196 Brightline of any deficiencies resulting from such independent inspections on behalf of the County  
197 and the Cities within three (3) business days after such inspection. Brightline will cooperate with  
198 the County and the Cities to resolve any deficiencies found during these independent inspections.  
199 For the avoidance of doubt, Brightline and its contractors shall not be liable for the cost to repair  
200 any damage to the Improvements or any infrastructure within the Project limits caused by any  
201 third-party at any time before, during, or after the construction of the Project, except to the extent  
202 solely caused by the negligent or willful act or omission of Brightline or its contractors.

203 15. Prior to the commencement of the construction of the Project, the Cities and  
204 County shall enter into independent and separate crossing agreements or crossing agreement  
205 amendments to existing crossing agreements with FECR. The crossing agreements, or crossing  
206 agreement amendments, as the case may be, for each crossing to be improved as part of the  
207 Project will require the applicable City or County, as the roadway owner, to bear the cost of  
208 maintaining the applicable Improvements and to name Brightline as an intended third-party  
209 beneficiary of each such agreement solely for the purpose of construction of the Improvements.

210 The County and the Cities may audit the books, records, and accounts of Brightline that are  
211 related to this Agreement. Brightline shall keep such books, records, and accounts as may be  
212 necessary in order to record complete and correct entries related to this Agreement. Brightline  
213 shall preserve and make available, at reasonable times for examination and audit by the County  
214 and the Cities all financial records, supporting documents, statistical records, and any other  
215 documents pertinent to this Agreement for the required retention period of the Florida Public  
216 Records Act (Chapter 119, Florida Statutes) and corresponding retention schedules, or for a  
217 minimum of three (3) years after expiration or termination of this Agreement, whichever is longer.  
218 If any audit has been initiated and audit findings have not been resolved at the end of the retention  
219 period or three (3) years, whichever is longer, the books, records, and accounts shall be retained  
220 until resolution of the audit findings. If a public records request is made to County or one or more  
221 Cities for any Brightline records related to this Agreement, then the County or Cities to which the  
222 request is made shall determine whether such records must be provided in response to the  
223 request pursuant to the Florida Public Records Act, in which case Brightline shall comply with all  
224 requirements thereof. If Brightline receives a request for the County's or one or more Cities' public  
225 records regarding this Agreement, Brightline will promptly notify the applicable Party in writing and  
226 provide all requested records to the County or Cit(ies) (as applicable), to enable that entity to  
227 timely respond to the public records request.



## Exhibit 1

228 **IF BRIGHTLINE HAS QUESTIONS REGARDING THE APPLICATION OF**  
229 **CHAPTER 119, FLORIDA STATUTES, REGARDING ITS DUTY TO**  
230 **PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT,**  
231 **CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE COUNTY**  
232 **OR CITIES, AS APPLICABLE, AT THEIR ADDRESS OF RECORD FOR**  
233 **NOTICES AS PROVIDED IN THIS AGREEMENT.**

234  
235 16. Brightline shall indemnify, defend (with counsel reasonably acceptable to the  
236 County or any City, as the case may be) and hold harmless the County and the Cities and their  
237 current, past, and future officers and employees (collectively, "Indemnified Parties"), from any and  
238 all claims, actions, suits, demands, losses, liabilities, damages, costs, and expenses (including  
239 reasonable attorneys' fees and expenses) (collectively, "Claims"), asserted by a third party  
240 against one or more Indemnified Party to the extent the Claim was caused by the negligence,  
241 recklessness, or intentional misconduct of Brightline or persons employed or utilized by Brightline  
242 in the performance of this Agreement, including but not limited to Brightline's subcontractors, sub-  
243 subcontractors, materialmen, or agents of any tier, or any of their respective employees, agents,  
244 or representatives. This indemnification shall survive the term of this Agreement. Brightline shall,  
245 and shall cause its contractors to, name the County and the Cities as additional insureds on all  
246 liability insurance policies to be carried pursuant to the Subrecipient Agreement.

247 17. Any communication, notice, or demand of any kind whatsoever that a party to this  
248 Agreement may be required or may desire to serve on any other party to this Agreement must be  
249 in writing and delivered by personal service (including express or courier service with receipt of  
250 acknowledgement of delivery) or by registered or certified mail, postage prepaid, return receipt  
251 requested, or by a national recognized overnight delivery service, in each case to the recipient  
252 party at the address for notice set forth on Exhibit D attached hereto. Without requiring an  
253 amendment to this Agreement, any party may change its address for notice by written notice given  
254 to the other Parties in the manner provided in this Section. Any such communication, notice, or  
255 demand will be deemed to have been duly given or served on the date personally served, if by  
256 personal service with a written receipt of acknowledgment of delivery; three (3) days after being  
257 placed in the U.S. Mail (certified), if mailed; or one (1) day after being delivered to an overnight  
258 delivery service, if sent by overnight delivery with acknowledgement of delivery.

259 18. Except as expressly provided in the Subrecipient Agreement, this Agreement  
260 constitutes the entire agreement between the Parties with respect to its subject matter, and it  
261 supersedes all prior or contemporaneous communications and proposals, whether electronic,  
262 oral, or written between the Parties with respect to this Agreement. No prior written  
263 contemporaneous oral promises or representations shall be binding. This Agreement shall not be  
264 amended except by written instrument signed by all Parties.

265 19. This Agreement shall be governed by and construed in accordance with the laws  
266 of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise  
267 arising out of this Agreement shall be in the courts in and for Broward County, Florida, or in the  
268 event of federal jurisdiction, in the Southern District of Florida.

269 IN WITNESS WHEREOF, Brightline, Broward County, and the cities of Fort Lauderdale, Dania  
270 Beach, Pompano Beach, Hallandale Beach, Hollywood, and Wilton Manors execute this  
271 Agreement as follows:

Exhibit 1

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WITNESSES:

**Brightline Trains Florida LLC**

By:

Print Name: \_\_\_\_\_

Patrick Goddard, President

Print Name: \_\_\_\_\_

Exhibit 1

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**Broward County**

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By: \_\_\_\_\_

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By: \_\_\_\_\_  
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This \_\_\_\_ day of \_\_\_\_\_, 2024.

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Attest:

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By: \_\_\_\_\_

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(SEAL)

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APPROVED AS TO FORM AND LEGAL

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SUFFICIENCY:

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By: \_\_\_\_\_

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Exhibit 1

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municipal City of Pompano Beach, a Florida  
corporation

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By: \_\_\_\_\_

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By: \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 2024.

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325 Attest:

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By: \_\_\_\_\_  
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(SEAL)

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APPROVED AS TO FORM AND LEGAL

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SUFFICIENCY:

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By: \_\_\_\_\_

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Exhibit 1

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**City of Wilton Manors, a Florida municipal  
corporation**

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By: \_\_\_\_\_

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By: \_\_\_\_\_

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This \_\_\_\_ day of \_\_\_\_\_, 2024.

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Attest:

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By: \_\_\_\_\_

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(SEAL)

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APPROVED AS TO FORM AND LEGAL

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SUFFICIENCY:

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By: \_\_\_\_\_

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Exhibit 1

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municipal City of Fort Lauderdale, a Florida  
corporation

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By: \_\_\_\_\_

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By: \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 2024.

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Attest:

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By: \_\_\_\_\_

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(SEAL)

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APPROVED AS TO FORM AND LEGAL

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SUFFICIENCY:

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By: \_\_\_\_\_

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Exhibit 1

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**City of Dania Beach, a Florida municipal  
corporation**

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By: \_\_\_\_\_  
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By: \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 2024.

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Attest:

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By: \_\_\_\_\_

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(SEAL)

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APPROVED AS TO FORM AND LEGAL

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SUFFICIENCY:

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By: \_\_\_\_\_

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Exhibit 1

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**City of Hollywood, a Florida municipal  
corporation**

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By: \_\_\_\_\_

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By: \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 2024.

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429 Attest:

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By: \_\_\_\_\_

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\_\_\_\_\_

(SEAL)

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437 APPROVED AS TO FORM AND LEGAL

438 SUFFICIENCY:

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By: \_\_\_\_\_

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Exhibit 1

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**City of Hallandale Beach, a Florida  
municipal corporation**

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By: \_\_\_\_\_  
\_\_\_\_\_.

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By: \_\_\_\_\_  
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This \_\_\_\_ day of \_\_\_\_\_, 2024.

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Attest:

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By: \_\_\_\_\_  
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(SEAL)

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APPROVED AS TO FORM AND LEGAL

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SUFFICIENCY:

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By: \_\_\_\_\_

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Exhibit 1

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**Exhibit "A" - Subrecipient Agreement (To be attached)**

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## Exhibit "B" – Improvements

Crossing ID	RailRoad	Street	Milepost	City	Crossing Infrastructure Maintenance Agreement Holder	Centerline Raised Median	Exit Gate
272519P	FEC	COPANS RD	331.1	POMPANO BEACH	BROWARD COUNTY	Existing (East Side)	Proposed RCEP (West Side)
272528N	FEC	NE 6TH ST	332.77	POMPANO BEACH	CITY OF POMPANO BEACH		Proposed RCEP (Both Sides)
272531W	FEC	NE 3RD ST	332.97	POMPANO BEACH	CITY OF POMPANO BEACH		Proposed RCEP (Both Sides)
272534S	FEC	SW 2ND ST	333.31	POMPANO BEACH	CITY OF POMPANO BEACH	Proposed RCEP (East Side)	Proposed RCEP (West Side)
272535Y	FEC	SW 6TH ST	333.79	POMPANO BEACH	BROWARD COUNTY		Proposed RCEP (Both Sides)
272870B	FEC	NE 56TH ST	335.63	OAKLAND PARK	BROWARD COUNTY	Proposed RCEP (East Side)	Proposed RCEP (West Side)
272546L	FEC	NE 24TH ST	338.3	WILTON MANORS	CITY OF WILTON MANORS		Proposed RCEP (Both Sides)
272547T	FEC	NE 17TH CT	338.8	FORT LAUDERDALE	CITY OF FT. LAUDERDALE	Proposed RCEP (Both Sides)	
272568F	FEC	SW 5TH ST	341.45	FORT LAUDERDALE	CITY OF FT. LAUDERDALE		Proposed RCEP (Both Sides)
272559M	FEC	SW 6TH ST	341.56	FORT LAUDERDALE	CITY OF FT. LAUDERDALE		Proposed RCEP (Both Sides)
272560G	FEC	SW 7TH ST	341.67	FORT LAUDERDALE	CITY OF FT. LAUDERDALE		Proposed RCEP (Both Sides)
272564J	FEC	SW 17TH ST	342.55	FORT LAUDERDALE	CITY OF FT. LAUDERDALE	Existing (Both Sides)	Proposed RCEP (East Side)
272566X	FEC	SW 22ND ST	342.96	FORT LAUDERDALE	CITY OF FT. LAUDERDALE	Proposed RCEP (East Side)	Proposed RCEP (West Side)
272572B	FEC	OLD GRIFFIN RD	345.44	DANIA BEACH	BROWARD COUNTY	Proposed RCEP (East Side)	Proposed RCEP (West Side)
272573H	FEC	NW 1ST ST	345.81	DANIA BEACH	CITY OF DANIA BEACH	Proposed RCEP (East Side)	Proposed RCEP (West Side)
272576D	FEC	DIXIE HWY	347.08	DANIA BEACH	BROWARD COUNTY		Proposed RCEP (Both Sides)
272582G	FEC	GARFIELD ST	348.07	HOLLYWOOD	CITY OF HOLLYWOOD		Proposed RCEP Improvement (per funding allocation)
272584V	FEC	JOHNSON ST	348.27	HOLLYWOOD	CITY OF HOLLYWOOD		Proposed RCEP (Both Sides)
272589E	FEC	WASHINGTON ST	349.29	HOLLYWOOD	CITY OF HOLLYWOOD		Proposed RCEP (Both Sides)
272591F	FEC	NE 3RD ST	350.3	HALLANDALE BEACH	CITY OF HALLANDALE BEACH		Proposed RCEP (Both Sides)
272593U	FEC	SE 3RD ST	350.81	HALLANDALE BEACH	CITY OF HALLANDALE BEACH		Proposed RCEP (Both Sides)

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**Exhibit "C" – Local Match Budget Estim**

<b>Local Government</b>	<b>Cost Estimates of Improvements</b>	<b>80% Federal</b>	<b>20% Local Match</b>	<b>County's Local Match</b>	<b>Cities' Local Match</b>	<b>Cities' Contingency</b>	<b>Cities' Total</b>
Dania Beach	\$ 743,679	\$ 594,943	\$ 148,736	\$ 71,898	\$ 76,838	\$ 15,368	\$ 92,205
Fort Lauderdale	\$ 5,453,436	\$ 4,362,749	\$ 1,090,687	\$ 527,231	\$ 563,456	\$ 112,691	\$ 676,147
Pompano Beach	\$ 2,854,517	\$ 2,283,614	\$ 570,903	\$ 275,971	\$ 294,932	\$ 58,986	\$ 353,919
Hallandale Beach	\$ 1,679,103	\$ 1,343,282	\$ 335,821	\$ 162,334	\$ 173,487	\$ 34,697	\$ 208,184
Hollywood	\$ 2,668,140	\$ 2,134,512	\$ 533,628	\$ 257,952	\$ 275,676	\$ 55,135	\$ 330,811
Wilton Manors	\$ 1,070,555	\$ 856,444	\$ 214,111	\$ 103,500	\$ 110,611	\$ 22,122	\$ 132,733
<b>Total Cities:</b>	<b>\$ 14,469,430</b>	<b>\$ 11,575,544</b>	<b>\$ 2,893,886</b>	<b>\$ 1,398,886</b>	<b>\$ 1,495,000</b>	<b>\$ 299,000</b>	<b>\$ 1,794,000</b>
Broward County	\$ 4,830,569	\$ 3,864,455	\$ 966,114	\$ 966,114			
<b>Grand Total:</b>	<b>\$ 19,299,998</b>	<b>\$ 15,439,999</b>	<b>\$ 3,860,000</b>	<b>\$ 2,365,000</b>	<b>\$ 1,495,000</b>		