

RESOLUTION NO. R-2025-218

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A SUPPLEMENTAL GRANT PARTICIPATION AND REIMBURSEMENT AGREEMENT WITH BRIGHTLINE TRAINS FLORIDA, LLC FOR THE IMPLEMENTATION OF THE RAILROAD CROSSING ELIMINATION GRANT PROGRAM "BROWARD COUNTY SEALED CORRIDOR" IMPROVEMENTS AT THE GARFIELD STREET CROSSING OF THE FLORIDA EAST COAST RAILWAY, WITH A CURRENT ESTIMATED CITY FUNDING RESPONSIBILITY OF APPROXIMATELY \$314,000.00.

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, on June 5, 2023, the MPO received a Notice of Award of \$15,440,000.00 in Railroad Closure and Elimination Program ("RCEP") Grant funds from the FRA for the Broward County Sealed Corridor project; and

WHEREAS, on December 4, 2024, the City Commission adopted Resolution No. R-2024-395, authorizing execution of the RCEP Grant Participation and Reimbursement Agreement ("Agreement"), attached as Exhibit "i", with an estimated \$330,811.00 not to exceed \$533,628.00, with the understanding that the Garfield Street FEC railroad crossing ("Garfield Street Crossing") would remain open instead of a full crossing closure; and

WHEREAS, the understanding for the Garfield Street Crossing to remain open was reflected in the City's executed Agreement but not in the final RCEP Grant Participation and Reimbursement Agreement ("Final Agreement"), attached as Exhibit "ii"; and

WHEREAS, the MPO has been informed by the FRA that the RCEP grant execution is imminent and finalizing the project scope is critical in this effort; and

WHEREAS, to move the RCEP project forward, the MPO provided the City with the following three options:

- 1) The City and Brightline Trains Florida LLC execute a Supplemental Grant Participation and Reimbursement Agreement for improvements at Garfield Street Crossing ("Supplemental Agreement"), attached as Exhibit "iii", which includes the City funding a proportionate share of the quad-gates in the approximate amount of \$314,000.00 plus an additional commitment by the City to pursue funding and implement other required safety improvements to be determined at a future date; or
- 2) No grant-funded work will occur at the Garfield Street Crossing if the Supplemental Agreement is not executed; or
- 3) Participate in the RCEP project for a full crossing closure at the Garfield Street Crossing which includes the City funding \$114,485.76 (funded under R-2024-395); and

WHEREAS, the Supplemental Agreement includes an estimated cost of approximately \$314,000.00, associated with keeping the Garfield Street Crossing open and completing the required quad-gates safety improvements as the City's funding responsibility plus other required safety improvements to be determined; and

WHEREAS, in conjunction with the quad-gate installation, the City is solely responsible for securing all funding and for initiating, implementing, and completing other safety improvements such as traffic signalization or approved traffic control measures required by participating agencies at the Garfield Street Crossing in accordance with applicable warrants and approvals from all participating agencies including Broward County, FEC, and Florida Department of Transportation; and

WHEREAS, the quad-gate safety improvements at the Garfield Street Crossing shall not be placed into operation until the necessary traffic signalization or traffic control measures, as approved by the participating agencies, are fully installed and operational; and

WHEREAS, all prior understandings established in the prior Agreement and under Resolution No. R-2024-395 pertaining only to the Garfield Street Crossing shall be null and void; and

WHEREAS, all previously proposed and agreed railroad crossing improvements at Johnson Street and Washington Street Crossings and terms within the Agreement remain with no change; and

WHEREAS, funding expenditure for the City's contribution portion by the Agreement in the amount not-to-exceed \$533,628.00 is available in FY 2025 account number 336.149901.54100.560003.001123.000.000 Capital Improvement Plan; and

WHEREAS, should the Commission choose Option No. 1 and execute the Supplemental Agreement, funding will be budgeted for the Garfield Street Crossing quadrangle improvements in the approximate amount of \$314,000.00 and additional funding will be required for intersection safety improvements to be determined at future date.

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.

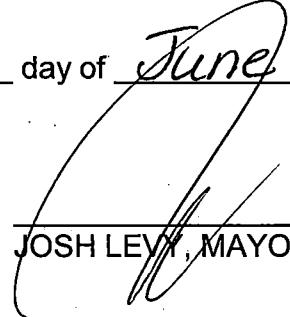
Section 2: That the City Commission approves/declines Option 1, Option 2, or Option 3.

Section 3: That all prior understanding established in the Agreement and within Resolution No. R-2024-395 specifically pertaining to the Garfield Street Crossing shall be null and void.

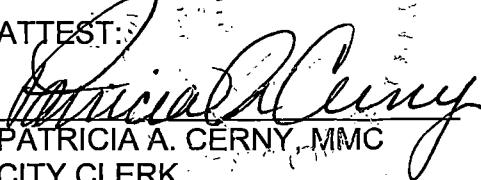
Section 4: All previously proposed and agreed railroad crossing improvements at Johnson Street and Washington Street Crossings and terms within the Agreement and within Resolution No. R-2024-395 remains with no change.

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

PASSED AND ADOPTED this 18 day of June, 2025.

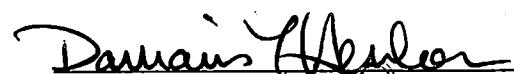

JOSH LEVY, MAYOR

ATTEST:


PATRICIA A. CERNY, MMC

CITY CLERK

APPROVED AS TO FORM:


DAMARIS HENLON
INTERIM CITY ATTORNEY

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**

<input type="checkbox"/> DS <input type="checkbox"/> CPS <input checked="" type="checkbox"/> AOB	<input type="checkbox"/> DS <input checked="" type="checkbox"/> AOB	Outside signatures obtained first: _____ Originating Director, print name: <u>Andria Wingett</u> (7ABA3EAC30454E9), date <u>1/30/2025</u> <small>(Director must also initial on contract by City Manager's signature)</small> Submission to City Clerk Office, date <u>2/3/2025</u>
Office of Human Resources, Tanya Bouloy, Risk Manager, date _____ <input checked="" type="checkbox"/> DS <input checked="" type="checkbox"/> AOB Office of Procurement & Contract Compliance, Randy Stovall, Contract Compliance Admin, date _____ <input checked="" type="checkbox"/> DS <input checked="" type="checkbox"/> AOB Office of Procurement & Contract Compliance, Otis Thomas, Director, date <u>2/3/2025</u> <input checked="" type="checkbox"/> DS <input checked="" type="checkbox"/> AOB Office of Budget & Performance Management, Jonathan Antista, Director, date <u>2/3/2025</u> <input checked="" type="checkbox"/> DS <input checked="" type="checkbox"/> AOB Department of Financial Services, Stephanie Tinsley, Director, date <u>2/3/2025</u> <input checked="" type="checkbox"/> DS <input checked="" type="checkbox"/> AOB City Attorney, Douglas R. Gonzales, date <u>2/3/2025</u> <input checked="" type="checkbox"/> DS <input checked="" type="checkbox"/> AOB Mayor, Josh Levy, date <u>2/3/2025</u> <input checked="" type="checkbox"/> DS <input checked="" type="checkbox"/> AOB City Clerk, Patricia A. Cerny, date <u>2/3/2025</u>		

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

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**

5

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

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

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

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

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

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

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

90 8. As set forth in Exhibit C, the County shall pay Brightline an amount not to exceed
91 \$966,114 for design and construction of the County Improvements ("County Funds"). Brightline shall
92 submit to the BMPO and the County monthly invoices specifying the work performed during the
93 preceding month on each County Improvement. The BMPO shall be responsible to ensure monthly
94 invoices are submitted to the County for twenty percent (20%) of the cost for such work. The County
95 shall have the right to review and comment on the monthly invoices for accuracy of the distribution
96 of payment between Grant Funds, County Funds, County Overage, and Cities' Local Match. The
97 County shall provide its comments, if any, for the monthly invoices within five (5) business days from
98 the BMPO's receipt of the monthly invoice. The County shall pay the undisputed invoice amounts
99 within thirty (30) days of the BMPO's receipt of an invoice. Within sixty (60) days after final completion
100 of a County Improvement, Brightline will provide the BMPO with a final invoice. The BMPO shall then
101 submit monthly invoices to the County for twenty percent (20%) of the cost of the final invoice. The
102 County shall pay the undisputed amount of the invoices within thirty (30) days thereafter.

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

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

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

143 11. If Brightline at any time learns or determines that County's portion of the cost of
144 completion of the City Improvements may exceed the County's Local Match of \$1,398,886 ("City
145 Overage") then Brightline shall promptly notify the BMPO, the County and the applicable City. Prior
146 to execution of an agreement (Contract, Change Order, etc.) that will exceed the County's Local
147 Match, Brightline will work with its contractors, the County, and the applicable City to provide best
148 industry practice solutions to mitigate the City Overages to the greatest extent possible. If the City
149 does not approve an expenditure with respect to a City Overage, Brightline shall have the right to stop
150 work and/or, to the extent approved by FRA, modify the scope of the City Improvements to keep the
151 City Improvements within the allocated budget for the Project. If Brightline elects to stop work on the
152 applicable City Improvement because a modification of the scope has not been approved by the FRA,
153 the City, and the County Brightline shall return the applicable crossing to a usable condition. Costs
154 incurred to return the applicable crossing to a usable condition are reimbursable under the terms of
155 this Agreement. If an expenditure that includes a City Overage is approved as provided in this section,
156 the BMPO shall submit an invoice for the approved City Overage to each applicable City, which shall
157 be paid by the applicable City with any available City contingency funds to satisfy the cost of the City
158 Overage. Each City shall pay the undisputed invoice amounts within thirty (30) days of the BMPO's
159 receipt of an invoice. All costs for the City Overages shall be paid by each City using City Contingency
160 funds as set forth in Exhibit C. In no event shall the County be obligated to pay any share of the
161 increased costs of City Overages absent a written agreement between the County, the Cities, and
162 Brightline. In no event shall any City be obligated to pay any funds beyond the Cities' Local Match and
163 Cities' Contingency that absent a written agreement between that City and Brightline
164

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

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

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

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

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

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

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

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

226

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

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

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

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

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

264

265

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269 WITNESSES:

Brightline Trains Florida LLC

270

271

272 _____

By: _____

273 Print Name: _____

Patrick Goddard, President

274

275 _____

276 Print Name: _____

277

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280

Broward County

281
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283
284

285 By: _____
286 [REDACTED]

By: _____

This ____ day of _____, 2024.

287
288

289 Attest:

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291
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293 By: _____
294 _____

(SEAL)

295
296
297 APPROVED AS TO FORM AND LEGAL

298 SUFFICIENCY:

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300 By: _____
301 _____
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City of Pompano Beach, a Florida municipal corporation

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310
311

312 By: _____
313 _____

By: _____

This ____ day of _____, 2024.

314

315 Attest:

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317 By: _____
318 _____
319 _____

(SEAL)

320

321 APPROVED AS TO FORM AND LEGAL
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323 SUFFICIENCY:

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325 By: _____
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327 By: _____
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City of Wilton Manors, a Florida municipal corporation

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338 By: _____
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By: _____

This ___ day of _____, 2024.

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342 Attest:

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346 By: _____
347 _____

(SEAL)

350 APPROVED AS TO FORM AND LEGAL

351 SUFFICIENCY:

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353 By: _____
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City of Fort Lauderdale, a Florida municipal corporation

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364 By: _____
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By: _____

This ____ day of _____, 2024.

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368 Attest:

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372 By: _____
373 _____

(SEAL)

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376 APPROVED AS TO FORM AND LEGAL

377 SUFFICIENCY:

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379 By: _____
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City of Dania Beach, a Florida municipal corporation

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390 By: _____
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This ____ day of _____, 2024.

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394 Attest:

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398 By: _____
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(SEAL)

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402 APPROVED AS TO FORM AND LEGAL

403 SUFFICIENCY:

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405 By: _____
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416 By: _____
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420 Attest:

421
422 DocuSigned by:
423 By: *Patricia A. Cerny*
424 _____
425 704445EE260647E...
City Clerk

426
427 APPROVED AS TO FORM AND LEGAL
428

429 SUFFICIENCY:

430 DocuSigned by:
431 By: *Damaris Henlon*
432 _____
Interim City Attorney
433

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

DocuSigned by:
By: 
E5E5798FD4A34FA...
Josh Levy

This 3.00 day of February, 2024.



434
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**City of Hallandale Beach, a Florida
municipal corporation**

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442 By: _____
443 []

By: _____

This ____ day of _____, 2024.

444
445
446 Attest:

450 By: _____
451 _____

(SEAL)

452
453
454 APPROVED AS TO FORM AND LEGAL

455 SUFFICIENCY:

456
457 By: _____
458 _____
459

460

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

462

463

464

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)

466

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	\$ 206,184
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
Total Cities:	\$ 14,469,430	\$ 11,575,544	\$ 2,893,886	\$ 1,398,886	\$ 1,495,000	\$ 299,000	\$ 1,794,000
Broward County	\$ 4,830,569	\$ 3,864,455	\$ 966,114	\$ 966,114			
Grand Total:	\$ 19,299,998	\$ 15,439,999	\$ 3,860,000	\$ 2,365,000	\$ 1,495,000		

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.

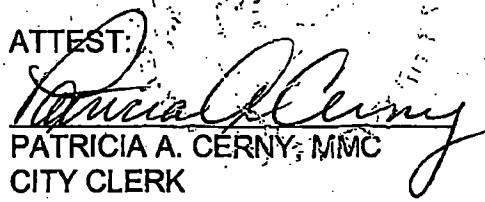
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE GRANT PARTICIPATION AND REIMBURSEMENT AGREEMENT WITH BRIGHTLINE TRAINS FLORIDA LLC FOR THE IMPLEMENTATION OF THE RAILROAD CROSSING ELIMINATION PROGRAM GRANT,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

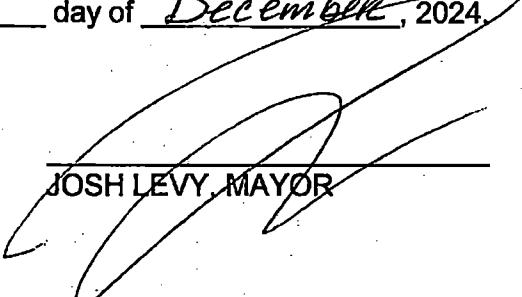
Section 3: That it approves and authorizes the execution, by the appropriate City officials, the attached Project Agreement with Brightline Trains Florida LLC for the implementation of the Railroad Crossing Elimination Program Grant for the Broward County Sealed Corridor Project along the Florida East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

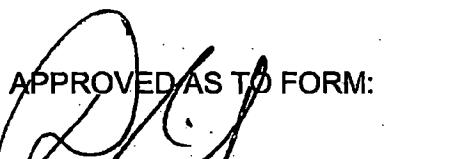

DOUGLAS R. GONZALES
CITY ATTORNEY

Exhibit 1

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

5

6 **THIS AGREEMENT** is made as of this _____ day of _____, 2024, by and
7 between Brightline Trains Florida LLC, a Delaware limited liability company, ("Brightline" or
8 "Contractor"), and the Cities of Dania Beach, a Florida municipal corporation, Fort Lauderdale, a
9 Florida municipal corporation, Pompano Beach, a Florida municipal corporation, Hallandale
10 Beach, a Florida municipal corporation, Hollywood, a Florida municipal corporation, and Wilton
11 Manors, a Florida municipal corporation, (the "Cities") and Broward County, Florida, a political
12 subdivision of the state 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"),
17 and Brightline located within Broward County, Florida, (the "Subrecipient Agreement"), which is
18 more particularly described in Exhibit A, which is attached hereto and incorporated by reference
19 (the "Project"); and

20 **WHEREAS**, Brightline has agreed to design and construct the railroad crossings identified
21 in 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,
25 including but not limited to processing invoices for the County and Cities' Local Match
26 contributions.

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

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

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

40 3. The Term of this Agreement shall commence on execution of both this Agreement
41 and the Subrecipient Agreement in substantially the form attached hereto in Exhibit A by all parties
42 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

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

94 8. As set forth in Exhibit C, the County shall pay Brightline an amount not to exceed
95 \$966,114 for design and construction of the County Improvements ("County Funds"). Brightline
96 shall submit to the BMPO and the County monthly invoices specifying the work performed during
97 the preceding month on each County Improvement. The BMPO shall be responsible to ensure
98 monthly invoices are submitted to the County for twenty percent (20%) of the cost for such work.
99 The County shall have the right to review and comment on the monthly invoices for accuracy of
100 the distribution of payment between Grant Funds, County Funds, County Overage, and Cities'
101 Local Match. The County shall provide its comments, if any, for the monthly invoices within five
102 (5) business days from the BMPO's receipt of the monthly invoice. The County shall pay the
103 undisputed invoice amounts within thirty (30) days of the BMPO's receipt of an invoice. Within
104 sixty (60) days after final completion of a County Improvement, Brightline will provide the BMPO
105 with a final invoice. The BMPO shall then submit monthly invoices to the County for twenty percent
106 (20%) of the cost of the final invoice. The County shall pay the undisputed amount of the invoices
107 within thirty (30) days thereafter.

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

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

Exhibit 1

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

149 11. If Brightline at any time learns or determines that County's portion of the cost of
150 completion of the City Improvements may exceed the County's Local Match of \$1,398,886 ("City
151 Overage") then Brightline shall promptly notify the BMPO, the County and the applicable City.
152 Prior to execution of an agreement (Contract, Change Order, etc.) that will exceed the County's
153 Local Match, Brightline will work with its contractors, the County, and the applicable City to provide
154 best industry practice solutions to mitigate the City Overages to the greatest extent possible. If
155 the City does not approve an expenditure with respect to a City Overage, Brightline shall have
156 the right to stop work and/or, to the extent approved by FRA, modify the scope of the City
157 Improvements to keep the City Improvements within the allocated budget for the Project. If
158 Brightline elects to stop work on the applicable City Improvement because a modification of the
159 scope has not been approved by the FRA, the City, and the County Brightline shall return the
160 applicable crossing to a usable condition. Costs incurred to return the applicable crossing to a
161 usable condition are reimbursable under the terms of this Agreement. If an expenditure that
162 includes a City Overage is approved as provided in this section, the BMPO shall submit an invoice
163 for the approved City Overage to each applicable City, which shall be paid by the applicable City
164 with any available City contingency funds to satisfy the cost of the City Overage. Each City shall
165 pay the undisputed invoice amounts within thirty (30) days of the BMPO's receipt of an invoice.
166 All costs for the City Overages shall be paid by each City using City Contingency funds as set
167 forth in Exhibit C. In no event shall the County be obligated to pay any share of the increased
168 costs of City Overages absent a written agreement between the County, the Cities, and Brightline.
169 In no event shall any City be obligated to pay any funds beyond the Cities' Local Match and Cities'
170 Contingency that absent a written agreement between that City and Brightline
171

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

182 13. Brightline will be responsible for obtaining all permits or other authorizations
183 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 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.

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

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

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

Exhibit 1

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277 WITNESSES:

Brightline Trains Florida LLC

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Print Name: _____

Patrick Goddard, President

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284

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Print Name: _____

286

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By:

Exhibit 1

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Broward County

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By: _____

294 By: _____

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298 Attest:

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300

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302 By: _____

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306 APPROVED AS TO FORM AND LEGAL

307 SUFFICIENCY:

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309 By: _____

310 _____

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(SEAL)

This ____ day of _____, 2024.

Exhibit 1

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municipal

**City of Pompano Beach, a Florida
corporation**

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321 By: _____
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By: _____

This ____ day of _____, 2024.

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325 Attest:

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329 By: _____

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(SEAL)

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333 APPROVED AS TO FORM AND LEGAL

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SUFFICIENCY:

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336 By: _____

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Exhibit 1

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City of Wilton Manors, a Florida municipal corporation

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347 By: _____
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By: _____

This ____ day of _____, 2024.

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351 Attest:

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355 By: _____

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(SEAL)

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359 APPROVED AS TO FORM AND LEGAL

360 SUFFICIENCY:

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362 By: _____

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Exhibit 1

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municipal **City of Fort Lauderdale, a Florida corporation**

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373 By: _____
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By: _____
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377 Attest:

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381 By: _____
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(SEAL)

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385 APPROVED AS TO FORM AND LEGAL

386 SUFFICIENCY:

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388 By: _____
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Exhibit 1

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City of Dania Beach, a Florida municipal corporation

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By: _____

399 By: _____
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This ____ day of _____, 2024.

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403 Attest:

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407 By: _____
408 _____

(SEAL)

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411 APPROVED AS TO FORM AND LEGAL

412 SUFFICIENCY:

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414 By: _____
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Exhibit 1

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City of Hollywood, a Florida municipal corporation

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By: _____

425 By: _____
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This ____ day of _____, 2024.

429 Attest:
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433 By: _____
434 _____

(SEAL)

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437 APPROVED AS TO FORM AND LEGAL
438 SUFFICIENCY:

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440 By: _____
441 _____
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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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455 Attest:

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By: _____
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(SEAL)

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463 APPROVED AS TO FORM AND LEGAL

464 SUFFICIENCY:

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466 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 (per funding allocation)
272584V	FEC	JOHNSON ST	348.27	HOLLYWOOD	CITY OF HOLLYWOOD		Proposed RCEP (Both Sides)
272589E	FEC	WASHINGTON ST	349.28	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 Estimat

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
Total Cities:	\$ 14,469,430	\$ 11,575,544	\$ 2,893,886	\$ 1,398,886	\$ 1,495,000	\$ 299,000	\$ 1,794,000
Broward County	\$ 4,830,569	\$ 3,864,455	\$ 966,114	\$ 966,114			
Grand Total:	\$ 19,299,998	\$ 15,439,999	\$ 3,860,000	\$ 2,365,000	\$ 1,495,000		

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**

5

6 **THIS AGREEMENT** is made as of this 10 day of February, 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

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

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

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

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

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

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

90 8. As set forth in Exhibit C, the County shall pay Brightline an amount not to exceed
91 \$966,114 for design and construction of the County Improvements ("County Funds"). Brightline shall
92 submit to the BMPO and the County monthly invoices specifying the work performed during the
93 preceding month on each County Improvement. The BMPO shall be responsible to ensure monthly
94 invoices are submitted to the County for twenty percent (20%) of the cost for such work. The County
95 shall have the right to review and comment on the monthly invoices for accuracy of the distribution
96 of payment between Grant Funds, County Funds, County Overage, and Cities' Local Match. The
97 County shall provide its comments, if any, for the monthly invoices within five (5) business days from
98 the BMPO's receipt of the monthly invoice. The County shall pay the undisputed invoice amounts
99 within thirty (30) days of the BMPO's receipt of an invoice. Within sixty (60) days after final completion
100 of a County Improvement, Brightline will provide the BMPO with a final invoice. The BMPO shall then
101 submit monthly invoices to the County for twenty percent (20%) of the cost of the final invoice. The
102 County shall pay the undisputed amount of the invoices within thirty (30) days thereafter.

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

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

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

143 11. If Brightline at any time learns or determines that County's portion of the cost of the completion of the City Improvements may exceed the County's Local Match of \$1,398,886 ("City
144 Overage") then Brightline shall promptly notify the BMPO, the County and the applicable City. Prior
145 to execution of an agreement (Contract, Change Order, etc.) that will exceed the County's Local
146 Match, Brightline will work with its contractors, the County, and the applicable City to provide best
147 industry practice solutions to mitigate the City Overages to the greatest extent possible. If the City
148 does not approve an expenditure with respect to a City Overage, Brightline shall have the right to stop
149 work and/or, to the extent approved by FRA, modify the scope of the City Improvements to keep the
150 City Improvements within the allocated budget for the Project. If Brightline elects to stop work on the
151 applicable City Improvement because a modification of the scope has not been approved by the FRA,
152 the City, and the County Brightline shall return the applicable crossing to a usable condition. Costs
153 incurred to return the applicable crossing to a usable condition are reimbursable under the terms of
154 this Agreement. If an expenditure that includes a City Overage is approved as provided in this section,
155 the BMPO shall submit an invoice for the approved City Overage to each applicable City, which shall
156 be paid by the applicable City with any available City contingency funds to satisfy the cost of the City
157 Overage. Each City shall pay the undisputed invoice amounts within thirty (30) days of the BMPO's
158 receipt of an invoice. All costs for the City Overages shall be paid by each City using City Contingency
159 funds as set forth in Exhibit C. In no event shall the County be obligated to pay any share of the
160 increased costs of City Overages absent a written agreement between the County, the Cities, and
161 Brightline. In no event shall any City be obligated to pay any funds beyond the Cities' Local Match and
162 Cities' Contingency that absent a written agreement between that City and Brightline
163

164 12. If the BMPO, County, or any City fails to make a payment to Brightline in accordance
165 with the terms and conditions of this Agreement or the Subrecipient Agreement (as to Brightline) (a
166 "Non-Paying Party") for an invoice that BMPO, a City, or the County has not disputed as described in
167 Paragraph 8 or 10, which failure is not cured within twenty (20) days after delivery of written notice of
168 lack of payment from Brightline to the Non-Paying Party, then Brightline shall have the right to
169 temporarily stop work on the portion of the Project for which payment has not been made. Brightline
170 shall have the right to receive payment for any undisputed amounts then due and payable to
171 Brightline for work performed prior to the date of the notice from the Non-Paying Party, and Brightline
172

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

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

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

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

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

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

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

226

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

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

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

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

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

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269 WITNESSES:

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273 Print Name: Emma Ortiz

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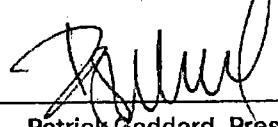
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276 Print Name: Carlos Cabrecha

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Brightline Trains Florida LLC

By: 

2-10-25

Patrick Goddard, President

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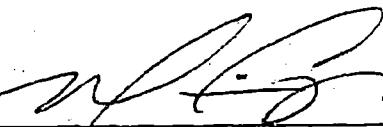
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By: 
COUNTY ADMINISTRATOR

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By: _____

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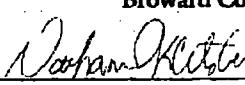
APPROVED AS TO FORM AND LEGAL

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SUFFICIENCY: Andrew J. Meyers
Broward County Attorney

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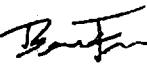
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By: 
Transportation Surtax General Counsel

301

302

Broward County

By: 
Digitally signed by Bearn
Furn
Date: 2025.01.13
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MAYOR

This _____ day of _____, 2024.

(SEAL)



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City of Pompano Beach, a Florida municipal corporation

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Signed by:

Rex Hardin

By: 502CB780EB3F480...
Rex Hardin, Mayor

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This 18th day of November, 2024.

DocuSigned by:

Gregory P. Harrison

By: 7052A67E-16A4-4C8...
Gregory P. Harrison, City Manager

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This 18th day of November, 2024.

307 Attest:

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Signed by:

DocuSigned by:

Kervin Alfred

By: D1C913A8ED334CA...
Kervin Alfred, City Clerk

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315 APPROVED AS TO FORM AND LEGAL
316 SUFFICIENCY:

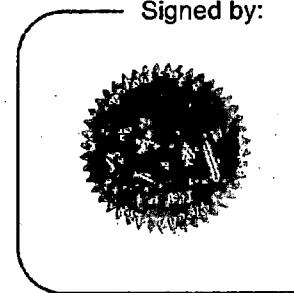
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DocuSigned by:

Mark E. Berman

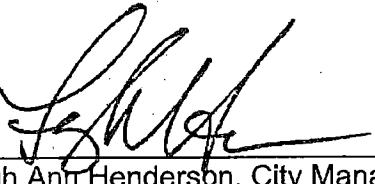
319 By: 343B0B2C81D9424...
Mark E. Berman, City Attorney

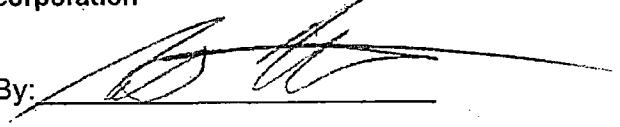
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City of Wilton Manors, a Florida municipal corporation

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338 By: 
339 Leigh Ann Henderson, City Manager

By: 
Scott Newton, Mayor

This 10 day of December 2024.

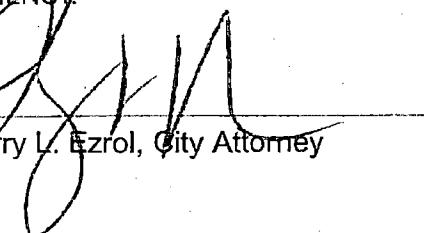
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342 Attest:

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346 By: 
347 Elizabeth Garcia-Beckford, MMC
348 City Clerk

(SEAL)

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350 APPROVED AS TO FORM AND LEGAL

351 SUFFICIENCY:

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353 By: 
354 Kerry L. Ezrol, City Attorney

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By: Susan Grant

Susan Grant, Acting City Manager

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368 Attest:

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372 By: David R. Solomon

David R. Solomon, City Clerk

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376 APPROVED AS TO FORM AND LEGAL

377 SUFFICIENCY BY: D'Wayne M. Spence, Interim City Attorney

378

379 By: Kimberly Cunningham Mosley

380 Kimberly Cunningham Mosley, Assistant City Attorney

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City of Fort Lauderdale, a Florida municipal
corporation

By: Dean J. Trantalis

Dean J. Trantalis, Mayor.

This 17 day of Dec., 2024.



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Attest:
By: Ana M. Garcia [City Manager]

City of Dania Beach, a Florida municipal corporation

By: Joyce V. Davis, Mayor
This 10 day of December, 2024.

(SEAL)



400 APPROVED AS TO FORM AND LEGAL

401
402 SUFFICIENCY:

403
404
405 By: Frederick A. Boultzis
406 Frederick A. Boultzis,
407 City Attorney.

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416 By: _____

417 _____

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420 Attest:

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By: *Patricia A. Berry*

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428 APPROVED AS TO FORM AND LEGAL

429 SUFFICIENCY:

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By: *Damario Henlon*

Interim City Attorney

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

DocuSigned by:

By: *JL*

Josh Levy

This 3.00 day of February, 2024.



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By: _____
[Redacted]

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By: Patricia D. Lea for
Deputy City Clerk
CITY CLERK

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APPROVED AS TO FORM AND LEGAL

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SUFFICIENCY:
By: Jennifer Merino
1671

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Jennifer Merino, City Attorney

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City of Hallandale Beach, a Florida
municipal corporation

By: [Signature]

Jeremy Earle, City Manager

This 24th day of December, 2024.

(SEAL)



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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	360.81	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
Total Cities:	\$ 14,469,430	\$ 11,575,544	\$ 2,893,886	\$ 1,398,886	\$ 1,495,000	\$ 299,000	\$ 1,794,000
Broward County	\$ 4,830,569	\$ 3,864,455	\$ 966,114	\$ 966,114			
Grand Total:	\$ 19,299,998	\$ 15,439,999	\$ 3,860,000	\$ 2,365,000	\$ 1,495,000		

Exhibit "D" – Notices

Brightline: Brightline Trains Florida LLC
Attn: Patrick Goddard, President
350 NW 1st Ave., Suite 200
Miami, Florida 33128

With a copy to:

Cynthia Bergmann
Chief Legal Officer
Brightline Trains Florida LLC
350 NW 1st Ave., Suite 200
Miami, Florida 33128

BMPO: Broward Metropolitan Planning Organization
Attn: Executive Director
100 West Cypress Creek Road, Suite 650
Fort Lauderdale, Florida 33309

With a Copy to:

Alan L. Gabriel, Esq.
BMPO General Counsel
200 East Broward Blvd., Suite 1900
Fort Lauderdale, Florida 33301

County:

Broward County
Attn: Monica Cepero, County Administrator
115 S. Andrews Avenue, Suite 409
Fort Lauderdale, FL 33301

With a Copy to:

Broward County Attorney's Office
Attn: Andrew J. Meyers
115 S. Andrews Avenue, Suite 423
Fort Lauderdale, FL 33301

CITY: **City of Pompano Beach**
Attn: Gregory Harrison, City Manager
100 W. Atlantic Blvd.
Pompano Beach, Florida 33060

With a Copy to:

Mark Berman
City Attorney
100 W. Atlantic Blvd.
Pompano Beach, Florida 33060

CITY:

City of Wilton Manors
Attn: Leigh Ann Henderson, City Manager
2020 Wilton Drive
Wilton Manors, Florida 33305

With a Copy to:

Kerry L. Ezrol
City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 E. Commercial Blvd., Suite 200
Fort Lauderdale, Florida 33308

CITY: City of Fort Lauderdale
 City Manager
 101 NE 3rd Ave., Suite 2100
 Fort Lauderdale, Florida 33301

With a Copy to:
City Attorney 's Office
D'Wayne M. Spence, Interim City Attorney
1 East Broward Blvd., Suite 1320
Fort Lauderdale, Florida 33301

CITY: City of Dania Beach
Attn: Ana M. Garcia
City Manager
100 W. Dania Beach Blvd.
Dania Beach, Florida 33004

With a Copy to:

Eve A. Boutsis
City Attorney
100 W. Dania Beach Blvd.
Dania Beach, Florida 33004

CITY: **City of Hollywood**
Attn: Ms. Raelin Storey
2600 Hollywood Blvd.
Hollywood, Florida 33022

With a Copy to:

Ms. Damaris Henlon
City Attorney
2600 Hollywood Blvd.
Hollywood, Florida 33022

CITY: **City of Hallandale Beach**
Attn: Dr. Jeremy Earle, City Manager
400 South Federal Highway
Hallandale Beach, Florida 33009

With a Copy to:

Jennifer Merino
City Attorney
400 South Federal Highway
Hallandale Beach, Florida 33009

EXHIBIT " iii "

**SUPPLEMENTAL GRANT PARTICIPATION AND REIMBURSEMENT AGREEMENT
FOR THE IMPLEMENTATION OF THE RAILROAD CROSSING ELIMINATION
GRANT PROGRAM "BROWARD COUNTY SEALED CORRIDOR" IMPROVEMENTS
AT GARFIELD STREET CROSSING WITH THE FLORIDA EAST COAST RAILWAY
WITHIN THE CITY OF HOLLYWOOD, FLORIDA**

THIS AGREEMENT is made as of this _____ day of _____, 2025, by and between the City of Hollywood, a Florida municipal corporation hereinafter referred to as "City" and Brightline Trains Florida LLC, a Delaware Limited Liability Company, referred to as "Brightline".

WHEREAS, on December 4, 2024, the City Commission adopted Resolution No. R-2024-395 (Exhibit "A") authorizing execution of the Grant Participation and Reimbursement Agreement with Brightline for implementation of the Federal Railroad Administration Railroad Crossing Elimination Program Grant, hereinafter referred to as "Agreement" for the Broward County Sealed Corridor project, hereinafter referred to as "Project", with an estimated City contribution of \$330,811.00 and a not-to-exceed amount of \$533,628.00; and

WHEREAS, at the same meeting, the City Commission directed that the Garfield Street Crossing remain open, a condition not reflected in the Project or in the financial terms of the Agreement; and

WHEREAS, the estimated cost for the City Commission's request for quad-gates safety improvements at the Garfield Street Crossing to remain open is approximately \$886,166.00, an amount not included in the Agreement; and

WHEREAS, the City is responsible for any cost overage under the terms of the Agreement; and

WHEREAS, the estimated additional cost associated with keeping the Garfield Street Crossing open and completing required quad-gates safety improvements is approximately \$314,000.00, which shall be solely funded by the City, excluding the applicable federal share; and

WHEREAS, the existing Garfield Street Crossing signal housing remains in its current location within the FEC railroad right-of-way unless the City elects to relocate it; and

WHEREAS, the City shall be solely responsible for all actual costs associated with the relocation of the signal housing should the City direct Brightline or Florida East Coast Railway to relocate the signal house now or in the future; and

WHEREAS, the City is solely responsible for securing funding and for initiating, implementing, and completing the traffic signalization or approved traffic control measures by participating agencies, as required, to work in conjunction with the proposed quad-gates at the Garfield Street Crossing in accordance with applicable warrants and approvals from all participating agencies including Broward County, Florida East Coast Railway, and Florida Department of Transportation; and

WHEREAS, the quad-gates safety improvements at the Garfield Street Crossing shall not be placed into operation until the necessary traffic signalization or traffic control measures, as approved by the participating agencies, are fully installed and operational; and

WHEREAS, this Agreement shall constitute the entire agreement between the City and Brightline for the use of funds received pursuant to this Agreement for the Garfield Street Crossing, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the City and Brightline with respect to this Agreement. No prior written contemporaneous oral promises or representations shall be binding.

WHEREAS, this Agreement shall not be amended except by a written instrument signed by all parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with venue for any litigation arising out of this Agreement to be in the appropriate federal or state court located in Broward County, Florida.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**SUPPLEMENTAL GRANT PARTICIPATION AND REIMBURSEMENT AGREEMENT
FOR THE IMPLEMENTATION OF THE RAILROAD CROSSING ELIMINATION
GRANT PROGRAM "BROWARD COUNTY SEALED CORRIDOR" IMPROVEMENTS
AT GARFIELD STREET CROSSING WITH THE FLORIDA EAST COAST RAILWAY
WITHIN THE CITY OF HOLLYWOOD, FLORIDA**

IN WITNESS WHEREOF, the undersigned has signed and sealed this Instrument on the respective date under its signature below and certifies that he/she has the authority to execute this Instrument.

THE CITY OF HOLLYWOOD, a municipal corporation

WITNESSES:

By: _____

Mayor

Signature

Josh Levy

Print Name

Mayor

(Print Name)

Title

____ day of _____, 20____

(insert address above)

Signature

(Print Name)

(insert address above)

**SUPPLEMENTAL GRANT PARTICIPATION AND REIMBURSEMENT AGREEMENT
FOR THE IMPLEMENTATION OF THE RAILROAD CROSSING ELIMINATION
GRANT PROGRAM "BROWARD COUNTY SEALED CORRIDOR" IMPROVEMENTS
AT GARFIELD STREET CROSSING WITH THE FLORIDA EAST COAST RAILWAY
WITHIN THE CITY OF HOLLYWOOD, FLORIDA**

Attest:

By: _____

Patricia A. Cerny, MMC

City Clerk

Approve as to Form:

By: _____

Damaris Helon,

Interim City Attorney

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization, this _____ day of _____, 20____, by JOSH LEVY, MAYOR, on behalf of CITY OF HOLLYWOOD, a municipal corporation of the State of Florida, [] who is personally known to me or [] who has produced _____ as identification.

Notary Public:

(Notary Seal)

Signature

Print Name

State of Florida

My Commission Expires: _____

Commission Number: _____

**SUPPLEMENTAL GRANT PARTICIPATION AND REIMBURSEMENT AGREEMENT
FOR THE IMPLEMENTATION OF THE RAILROAD CROSSING ELIMINATION
GRANT PROGRAM "BROWARD COUNTY SEALED CORRIDOR" IMPROVEMENTS
AT GARFIELD STREET CROSSING WITH THE FLORIDA EAST COAST RAILWAY
WITHIN THE CITY OF HOLLYWOOD, FLORIDA**

"BRIGHTLINE"

WITNESSES:

By: _____
Print Name: _____

By: _____
Print Name: _____

BRIGHTLINE TRAINS FLORIDA, LLC

By _____
Patrick Goddard, President

____ day of _____, 2025.

Exhibit "A" – Resolution R-2024-395

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.

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 inconsideration 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

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

94 8. As set forth in Exhibit C, the County shall pay Brightline an amount not to exceed
95 \$966,114 for design and construction of the County Improvements ("County Funds"). Brightline
96 shall submit to the BMPO and the County monthly invoices specifying the work performed during
97 the preceding month on each County Improvement. The BMPO shall be responsible to ensure
98 monthly invoices are submitted to the County for twenty percent (20%) of the cost for such work.
99 The County shall have the right to review and comment on the monthly invoices for accuracy of
100 the distribution of payment between Grant Funds, County Funds, County Overage, and Cities'
101 Local Match. The County shall provide its comments, if any, for the monthly invoices within five
102 (5) business days from the BMPO's receipt of the monthly invoice. The County shall pay the
103 undisputed invoice amounts within thirty (30) days of the BMPO's receipt of an invoice. Within
104 sixty (60) days after final completion of a County Improvement, Brightline will provide the BMPO
105 with a final invoice. The BMPO shall then submit monthly invoices to the County for twenty percent
106 (20%) of the cost of the final invoice. The County shall pay the undisputed amount of the invoices
107 within thirty (30) days thereafter.

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

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

Exhibit 1

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

149 11. If Brightline at any time learns or determines that County's portion of the cost of
150 completion of the City Improvements may exceed the County's Local Match of \$1,398,886 ("City
151 Overage") then Brightline shall promptly notify the BMPO, the County and the applicable City.
152 Prior to execution of an agreement (Contract, Change Order, etc.) that will exceed the County's
153 Local Match, Brightline will work with its contractors, the County, and the applicable City to provide
154 best industry practice solutions to mitigate the City Overages to the greatest extent possible. If
155 the City does not approve an expenditure with respect to a City Overage, Brightline shall have
156 the right to stop work and/or, to the extent approved by FRA, modify the scope of the City
157 Improvements to keep the City Improvements within the allocated budget for the Project. If
158 Brightline elects to stop work on the applicable City Improvement because a modification of the
159 scope has not been approved by the FRA, the City, and the County Brightline shall return the
160 applicable crossing to a usable condition. Costs incurred to return the applicable crossing to a
161 usable condition are reimbursable under the terms of this Agreement. If an expenditure that
162 includes a City Overage is approved as provided in this section, the BMPO shall submit an invoice
163 for the approved City Overage to each applicable City, which shall be paid by the applicable City
164 with any available City contingency funds to satisfy the cost of the City Overage. Each City shall
165 pay the undisputed invoice amounts within thirty (30) days of the BMPO's receipt of an invoice.
166 All costs for the City Overages shall be paid by each City using City Contingency funds as set
167 forth in Exhibit C. In no event shall the County be obligated to pay any share of the increased
168 costs of City Overages absent a written agreement between the County, the Cities, and Brightline.
169 In no event shall any City be obligated to pay any funds beyond the Cities' Local Match and Cities'
170 Contingency that absent a written agreement between that City and Brightline
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172 12. If the BMPO, County, or any City fails to make a payment to Brightline in
173 accordance with the terms and conditions of this Agreement or the Subrecipient Agreement (as
174 to Brightline) (a "Non-Paying Party") for an invoice that BMPO, a City, or the County has not
175 disputed as described in Paragraph 8 or 10, which failure is not cured within twenty (20) days
176 after delivery of written notice of lack of payment from Brightline to the Non-Paying Party, then
177 Brightline shall have the right to temporarily stop work on the portion of the Project for which
178 payment has not been made. Brightline shall have the right to receive payment for any undisputed
179 amounts then due and payable to Brightline for work performed prior to the date of the notice from
180 the Non-Paying Party, and Brightline will continue to work on, and be entitled to payment for, the
181 remainder of the Project until completion.

182 13. Brightline will be responsible for obtaining all permits or other authorizations
183 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.**

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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 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.

248 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.

249 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.

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

Exhibit 1

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277 WITNESSES:

Brightline Trains Florida LLC

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By:

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282 Print Name: _____

Patrick Goddard, President

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285 Print Name: _____

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Exhibit 1

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Broward County

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294 By: _____
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By: _____

This ____ day of _____, 2024.

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298 Attest:

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302 By: _____
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(SEAL)

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306 APPROVED AS TO FORM AND LEGAL

307 SUFFICIENCY:

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309 By: _____
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Exhibit 1

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municipal

City of Pompano Beach, a Florida
corporation

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321 By: _____
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This ____ day of _____, 2024.

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329 By: _____
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(SEAL)

333 APPROVED AS TO FORM AND LEGAL

334 SUFFICIENCY:

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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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(SEAL)

Exhibit 1

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municipal

**City of Fort Lauderdale, a Florida
corporation**

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373 By: _____
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By: _____
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This ____ day of _____, 2024.

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381 By: _____
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(SEAL)

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385 APPROVED AS TO FORM AND LEGAL
386 SUFFICIENCY:

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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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This ____ day of _____, 2024.

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(SEAL)

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411 APPROVED AS TO FORM AND LEGAL

412 SUFFICIENCY:

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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: _____
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This ____ day of _____, 2024.

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429 Attest:

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433 By: _____
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(SEAL)

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437 APPROVED AS TO FORM AND LEGAL
438 SUFFICIENCY:

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440 By: _____
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Exhibit 1

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

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451 By: _____
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By: _____

This ____ day of _____, 2024.

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455 Attest:

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459 By: _____
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(SEAL)

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463 APPROVED AS TO FORM AND LEGAL

464 SUFFICIENCY:

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466 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)	
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 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 Estimat

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
Total Cities:	\$ 14,469,430	\$ 11,575,544	\$ 2,893,886	\$ 1,398,886	\$ 1,495,000	\$ 299,000	\$ 1,794,000
Broward County	\$ 4,830,569	\$ 3,864,455	\$ 966,114	\$ 966,114			
Grand Total:	\$ 19,299,998	\$ 15,439,999	\$ 3,860,000	\$ 2,365,000	\$ 1,495,000		