

RESOLUTION NO. R-2024-395

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

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

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

WHEREAS, FRA's suggested strategies included:

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

; and

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

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

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

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

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

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

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

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

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

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

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

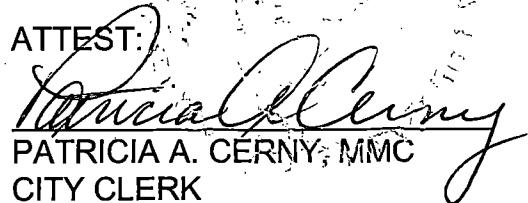
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE GRANT PARTICIPATION AND REIMBURSEMENT AGREEMENT WITH BRIGHTLINE TRAINS FLORIDA LLC FOR THE IMPLEMENTATION OF THE RAILROAD CROSSING ELIMINATION PROGRAM GRANT,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

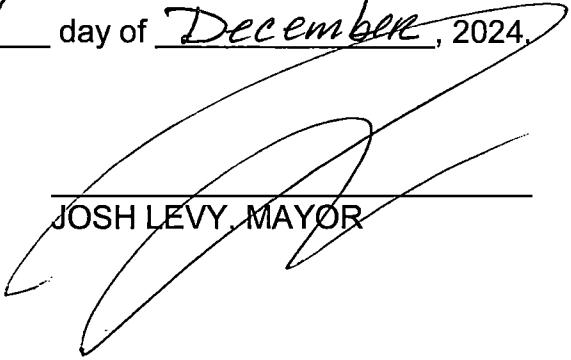
Section 3: That it approves and authorizes the execution, by the appropriate City officials, the attached Project Agreement with Brightline Trains Florida LLC for the implementation of the Railroad Crossing Elimination Program Grant for the Broward County Sealed Corridor Project along the Florida East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

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

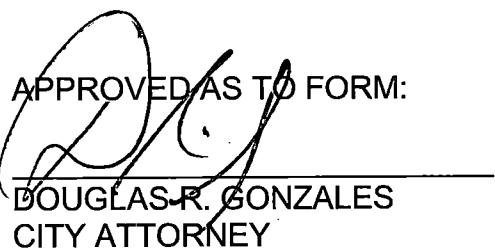
PASSED AND ADOPTED this 4 day of December, 2024.

ATTEST:

  
PATRICIA A. CERNY, MMC  
CITY CLERK

  
JOSH LEVY, MAYOR

APPROVED AS TO FORM:

  
DOUGLAS R. GONZALES  
CITY ATTORNEY

## Exhibit 1

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

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

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

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

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

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

**NOW, THEREFORE**, for and 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  
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.

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

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

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

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

Exhibit 1

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277 WITNESSES:

**Brightline Trains Florida LLC**

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280 \_\_\_\_\_  
281 \_\_\_\_\_  
282 Print Name: \_\_\_\_\_  
283 \_\_\_\_\_  
284 \_\_\_\_\_  
285 Print Name: \_\_\_\_\_  
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By:

Patrick Goddard, President

Exhibit 1

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**Broward County**

290  
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294 By: \_\_\_\_\_  
295 [ ]

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

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

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297

298 Attest:

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302 By: \_\_\_\_\_  
303 \_\_\_\_\_

(SEAL)

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306 APPROVED AS TO FORM AND LEGAL

307 SUFFICIENCY:

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309 By: \_\_\_\_\_  
310 \_\_\_\_\_

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Exhibit 1

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City of Pompano Beach, a Florida  
municipal corporation

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

\_\_\_\_\_.

321 By: \_\_\_\_\_ [ ]

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

322  
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325 Attest:

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

(SEAL)

330  
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333 APPROVED AS TO FORM AND LEGAL

334 SUFFICIENCY:

335  
336 By: \_\_\_\_\_

337 \_\_\_\_\_

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Exhibit 1

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

343  
344  
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346  
347 By: \_\_\_\_\_  
348 [\_\_\_\_\_]

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

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

349  
350  
351 Attest:

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

(SEAL)

356 \_\_\_\_\_  
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358  
359 APPROVED AS TO FORM AND LEGAL

360 SUFFICIENCY:

361  
362 By: \_\_\_\_\_  
363 \_\_\_\_\_  
364

Exhibit 1

365  
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City of Fort Lauderdale, a Florida  
municipal corporation

369  
370  
371  
372

373 By: \_\_\_\_\_  
374 [ ]

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

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

375  
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377 Attest:

378  
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381 By: \_\_\_\_\_  
382 \_\_\_\_\_

(SEAL)

384  
385

APPROVED AS TO FORM AND LEGAL

386 SUFFICIENCY:

387

388 By: \_\_\_\_\_  
389 \_\_\_\_\_

390

Exhibit 1

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393  
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**City of Dania Beach, a Florida municipal corporation**

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399 By: \_\_\_\_\_  
400 [ ]

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

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403 Attest:

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406

407 By: \_\_\_\_\_  
408 \_\_\_\_\_

(SEAL)

409  
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411 APPROVED AS TO FORM AND LEGAL

412 SUFFICIENCY:

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414 By: \_\_\_\_\_  
415 \_\_\_\_\_

416

Exhibit 1

417  
418  
419  
420

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

421  
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425 By: \_\_\_\_\_  
426 [\_\_\_\_\_]

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

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

429 Attest:

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432  
433 By: \_\_\_\_\_  
434 \_\_\_\_\_

(SEAL)

435  
436  
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**

447  
448  
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451 By: \_\_\_\_\_  
452 [ ]

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

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

453  
454

455 Attest:

456  
457  
458

459 By: \_\_\_\_\_  
460 \_\_\_\_\_

(SEAL)

461  
462

463 APPROVED AS TO FORM AND LEGAL

464 SUFFICIENCY:

465

466 By: \_\_\_\_\_  
467 \_\_\_\_\_

468

**Exhibit 1**

469

470      **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)

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

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