

Exhibit A

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING AND CROSSING TRAFFIC CONTROL DEVICES
SOUTH FLORIDA RAIL CORRIDOR ONLY
CITY ROADS RR CROSSINGS ONLY**

Financial Project I.D.	Road Name or Number	City Name	Parcel & R/W Number	FAP Number
	JOHNSON ST	HOLLYWOOD		

THIS AGREEMENT, made and entered into this _____ day of _____, _____ by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter called the **DEPARTMENT**, and the City of _____ HOLLYWOOD _____ a municipal corporation existing under the laws of the State of Florida, acting by and through its City Council and/or City Commission, hereinafter called the **CITY**, and the **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate and an agency of the State of Florida created pursuant to Chapter 343, Florida Statutes, hereinafter called the **SFRTA**.

WITNESSETH:

WHEREAS, the **DEPARTMENT** and CSX Transportation, Inc., ("**CSXT**") entered into a contract for Installment Sale and Purchase, for the South Florida Rail Corridor ("**SFRC**") dated May 11, 1988, at which time the **DEPARTMENT** became the owner of said property and **CSXT** retained an exclusive perpetual easement for Rail Freight Operations within the **SFRC** upon which railroad freight, intercity passenger and commuter rail services are currently being conducted, and

WHEREAS, the **DEPARTMENT** and **CSXT** entered into an Operating and Management Agreement Phase A (OMAPA) pertaining to the line of railroad between West Palm Beach and Miami, Florida and related properties on May 11, 1988 (the "Phase A Agreement"), pursuant to which **CSXT** managed and maintained the **SFRC** property on behalf of the **DEPARTMENT** until March 28th, 2015, and

WHEREAS, the **DEPARTMENT** and **CSXT** entered into an Amended South Florida Operating and Management Agreement on January 25, 2013, as may be further amended, which provides for termination of OMAPA and transition of management, operation, and maintenance of the **SFRC** from **CSXT** to the **DEPARTMENT** upon the date determined pursuant to subsection 1(c) of SFOMA (the "SFOMA Commencement Date", which was March 29th, 2015), and

WHEREAS, the **DEPARTMENT** and the **SFRTA** entered into the **SFRC** Operating Agreement ("Operating Agreement") on June 13, 2013, by which the **SFRTA** on behalf of the **DEPARTMENT**, has been managing, operating, maintaining, and dispatching, railroad operations on the **SFRC** as of Commencement, and also

maintains and repairs the rights-of-way, layover facilities and yards, state-owned buildings and facilities, tracks, bridges, communications, signals and all appurtenances on the SFRC, and

WHEREAS, the **SFRTA**, at the request and sole cost and expense of the **CITY** is, constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by **CITY** Project number N/A, on Johnson St which crosses at grade the right-of-way and track(s) of the SFRC at milepost SX 1019.28, FDOT/AAR Crossing Number 628280T, at or near Hollywood, Florida as shown on the Project Plan Sheet No. N/A, ("Project") attached hereto and made a part hereof, and

WHEREAS, the **CITY** is not a party to any of the aforementioned agreements and now agrees to enter into this Railroad Reimbursement Agreement ("Agreement") with **DEPARTMENT** and **SFRTA**,

NOW, THEREFORE, in consideration of the mutual undertakings as set forth herein, the Parties hereto agree as follows:

1. The **CITY** has requested at its sole cost and expense that **SFRTA** construct or reconstruct an at-grade railroad crossing, and necessary approaches thereto, within the **DEPARTMENT's** right-of-way along the SFRC, over its tracks at the above-referenced location.
2. If crossing surface work is required for the Project, the **SFRTA**, shall provide, furnish or have furnished, all necessary material required for, and will construct at **CITY's** expense a Standard Railroad Crossing Type C in accordance with the **DEPARTMENT's** Standard Index No. 560 attached hereto and by this reference made a part hereof, and in accordance with all other Federal Railroad Administration (FRA) and American Railway Engineering and Maintenance of Way Association (AREMA) standards and guidelines. The initial construction cost and the cost of any reconstruction or rehabilitation thereafter shall be paid by the **CITY**. Upon completion of the crossing, the **SFRTA** shall be responsible for the routine maintenance of all trackbed and rail components plus the highway roadbed and surface for the width of the rail ties within the crossing area for single-track crossings, and for all trackbed and rail components plus the highway roadbed and surface for the width of the rail ties within the crossing area and between tracks for multiple-track crossings, in accordance with the Operating Agreement and the SFOMA Agreement. Routine maintenance includes but is not limited to regular track inspections and any repairs to the concrete panels or asphalt within the area described as **SFRTA's** responsibility. The **CITY** shall be responsible for the maintenance of the highway roadbed and surface outside the railway ties. IT BEING EXPRESSLY UNDERSTOOD AND AGREED that if the **CITY** does not properly maintain the highway roadbed and surface

outside the railroad ties, the **SFRTA** may, at its option and upon notification to the **CITY**, perform such maintenance work and bill the **CITY** directly for costs thus incurred. All costs required for any subsequent reconstruction or rehabilitation of the crossing, as may be requested by any of the Parties to this Agreement, shall be the sole financial responsibility of the **CITY**.

☐ If Railroad Grade Crossing Traffic Control Devices work is required for the Project, the **SFRTA**, shall provide, furnish or have furnished, all necessary material required for, and will install at the **CITY**'s expense automatic, railroad grade crossing traffic control devices at said location in accordance with the **DEPARTMENT**'s Plans and Standard Index Number 17882 attached hereto, and by this reference made a part hereof. If traffic control devices are being installed/upgraded under the Signal Safety Program (US Code Title 23, Section 130), then the **DEPARTMENT** will reimburse **SFRTA** for 100% of the costs of installation/upgrades pursuant to the Operating Agreement and the SFOMA Agreement.

3. The cost of maintaining all signals at the crossing shall be allocated as follows; fifty percent (50%) of the expense thereof in maintaining the same shall be borne by the **CITY**, and fifty percent (50%) of the cost shall be borne by the **SFRTA**, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Traffic Control Devices attached hereto and by this reference made a part hereof and subject to future revision. Actual funding for the signals has been provided for in the Operating Agreement. **CITY** shall submit its 50% of the cost of the Annual Maintenance costs to the **DEPARTMENT**. In instances where signals are installed and/or adjusted pursuant to this Agreement and found to be in satisfactory working order by the Parties hereto, the same shall be immediately put in service, operated and maintained by the **SFRTA** pursuant to the Operating Agreement and the SFOMA Agreement so long as **SFRTA** or successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the Parties hereto that the signals are no longer necessary; or until the said crossing is abandoned; or legal requirements occur which shall cease operation of those signals. The **SFRTA** agrees that any future relocation or adjustment of said signals shall be performed by the **SFRTA**, but at the expense of the party initiating such relocation. Upon relocation, the maintenance responsibility shall be in accordance with the provisions of this Agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided above.

4. Unless otherwise agreed upon herein, the **CITY** agrees to ensure that the advance warning signs and railroad crossing pavement markings will conform to the Department of Transportation Manual on Uniform Traffic Control Devices (MUTCD) within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained in conformance with the MUTCD as applicable.
5. The **DEPARTMENT** at its discretion, may arrange for the synchronization of the railroad crossing devices with existing or proposed highway traffic control devices at JOHNSON ST - 628280T. Neither of the Parties shall disconnect the interconnection circuit or change or cause to be changed the signal sequence without prior notice to the other parties. Each party shall maintain its respective devices from the point of the junction box as provided for the interconnect cable.
6. All work contemplated at this crossing shall at all times be subject to the approvals and notice provisions of the **Operating Agreement** and the **SFOMA** Agreement.
7. The **CITY** will reimburse **SFRTA** for the cost of watchmen or flagging service in the carrying out of work adjacent to the **SFRC**, or work requiring movement of equipment, employees or trucks across the **SFRC**, or when at times **SFRTA** and/or the **DEPARTMENT** agree that such a service is necessary.
8. All contractors working in the **SFRC** are required to have Railroad Protective Public Liability and Railroad Protective Property Damage Liability insurance where the **DEPARTMENT**, **SFRTA**, and **CSXT** are named insureds, and with limits not less than \$ 2,000,000.00 combined single limit for bodily injury and/or property damage per occurrence and with an annual aggregate limit of no less than \$ 6,000,000.00 Contractor will furnish the **DEPARTMENT** and **SFRTA** a Certificate of Insurance showing that the contractor carries liability insurance (applicable to the job in question) in the amounts set forth above. Such insurance is to conform with the requirements of the U.S. Department of Transportation, Federal Highway Administration, Federal Aid Policy Guide, Subchapter G, Part 646, Subpart A, and any supplements thereto or revisions thereof.
9. **SFRTA** hereby agrees, as applicable, to install and/or adjust the necessary parts of the **SFRC** facilities in accordance with the provisions set forth in the:

■ (A) **DEPARTMENT** Procedure 725-080-002 Appendix D.4 and Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code,

■ (B) Federal Highway Administration's Federal Aid-Highway Policy Guide, 23 C.F.R. Subchapter B, Part 140, Subpart I; and 23 C.F.R. Subchapter G, Part 646, Subpart B,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. **SFRTA** further agrees to do all such work with its own forces or by a contractor paid under a contract held by **SFRTA** under the supervision and approval of the **DEPARTMENT**, and the Federal Highway Administration, when applicable.

10. The **CITY** hereby agrees to reimburse **SFRTA**, as detailed in this Agreement, for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions above. If the Project is for Signal Safety improvements under Title 23, Section 130, then the **DEPARTMENT** agrees to reimburse **SFRTA**, as detailed in this Agreement, for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions above. It is understood and agreed by and between the Parties hereto that preliminary engineering costs not incorporated within this Agreement shall be subject to payment by the **CITY**.
11. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by **SFRTA** pursuant to the terms hereof, and an estimate of the costs thereof in the amount of \$359,786.57. All work performed by the **SFRTA** pursuant hereto, shall be performed according to these plans and specifications as approved by the **DEPARTMENT**, and the Federal Highway Administration, if federal aid participating; and all subsequent plan changes shall likewise be approved by the **DEPARTMENT** and the Federal Highway Administration, when applicable.
12. All labor, services, materials, and equipment furnished by **SFRTA** in carrying out work to be performed, shall be billed by **SFRTA** directly to the **CITY**. If the Project is for Signal Safety improvements under Title 23, Section 130, then all labor, services, materials, and equipment furnished by **SFRTA** in carrying out work to be performed, shall be billed by **SFRTA** directly to the **DEPARTMENT**. Separate records as to costs of contract bid terms and force account items performed by **SFRTA** shall also be furnished by **SFRTA** to the **DEPARTMENT**.
13. The **DEPARTMENT** has determined that the method to be used by the **SFRTA** in developing future relocation or installation cost shall be actual and related indirect costs accumulated in

accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.

14. It is specifically agreed by and between the **DEPARTMENT**, the **CITY** and the **SFRTA**, that the **DEPARTMENT** and/or the **CITY** shall receive fair and adequate credit for any salvage which shall accrue to the **SFRTA** as a result of the above adjustment work.
15. Upon completion of the work, the **SFRTA** shall, within one hundred eighty (180) days, furnish the **CITY** with three (3) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of items contained in the estimate attached hereto. The **CITY** shall reimburse the **SFRTA** for its portion of all actual costs attributable to the Project subject to other provisions in this Agreement. The total for labor, overhead, travel expenses, transportation, equipment, material and supplies, handling costs, and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Material shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expenses was incurred; the date on which the last work was performed or the last item of billed expenses was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the **SFRTA**'s records, accounts, and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the **CITY**. Upon receipt of invoices, prepared in accordance with the above reimbursement provisions, the **CITY** agrees to reimburse the **SFRTA** in the amount of such actual costs approved by the **CITY**'s auditor.

For Signal Safety Projects under the Rail/Highway Grade Crossing Safety Improvement Program; the cost therefore shall be governed and reimbursed in accordance with Paragraphs 16 through 23 below.

16. Upon completion of the work, the **SFRTA** shall, within one hundred eighty (180) days, furnish the **DEPARTMENT** with three (3) copies of its final and complete billing of all costs incurred in

connection with the work performed hereunder, such statement to follow as closely as possible the order of items contained in the estimate attached hereto. The **DEPARTMENT** shall reimburse the **SFRTA** for its portion of all actual costs attributable to the Project subject to other provisions in this Agreement. The total for labor, overhead, travel expenses, transportation, equipment, material and supplies, handling costs, and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Material shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

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17. In accordance with Section 215.422 Florida Statutes, the following provisions are in this Agreement:

Contractors providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt, the **DEPARTMENT** has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The **DEPARTMENT** has twenty (20) working days to deliver a request for payment (voucher) to the Department of Banking and Finance. The twenty (20) days are measured from the latter of the date the invoice is received or the date the goods or services are received, inspected, and approved.

If a payment is not available, within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422 (3)(b), Florida Statutes, will be due and payable in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices, which have to be returned to a Contractor because of Contractor preparation errors, will result in a delay in the payment. The

invoice payment requirements do not start until a properly completed invoice is provided to the **DEPARTMENT**.

A Vendor Ombudsman has been established within the Department of Bank and Finance. The duties of the individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516, or by calling the Division of Consumer Services at 1-877-693-5236.

18. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the **DEPARTMENT**'s Comptroller under Section 334.44(29), F.S., or by the Department of Financial Services under Section 215.422(14), F.S.
19. In accordance with Section 287.058 F.S., the following provisions are in this Agreement: If this contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
20. Bills for travel expenses specifically authorized in this Agreement shall be submitted and paid in accordance with **DEPARTMENT** Rule 14-57.011, Florida Administrative Code, and the Federal Highway Administration Federal Aid Policy Guide, 23 C.F.R. Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."
21. In the event this contract is for services in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and a term of more than one year, the provisions of Section 339.135 (6)(a), Florida Statutes are hereby incorporated;

The **DEPARTMENT** during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditures of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that such funds are available prior to the entering into any such contract or other binding commitment of funds.

Nothing herein contained shall prevent the making of contracts for periods, exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the **DEPARTMENT** which are for an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

22. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases for real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

23. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this agreement:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

24. The **DEPARTMENT**'s obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature in accordance with Section 287.0582, Florida Statutes.

25. The **SFRTA** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **SFRTA** in conjunction with this Agreement. Specifically, if the **SFRTA** is acting on behalf of a public agency the **SFRTA** shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the **DEPARTMENT** in order to perform the services being performed by the **SFRTA**.
- (b) Provide the public with access to public records on the same terms and conditions that the **DEPARTMENT** would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the **DEPARTMENT** all public records in possession of the **SFRTA** upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the **DEPARTMENT** in a format that is compatible with the information technology systems of the **DEPARTMENT**.

Failure by the **SFRTA** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**. The **SFRTA** shall promptly provide the **DEPARTMENT** with a copy of any request to inspect or copy public records in possession of the **SFRTA** and shall promptly provide the **DEPARTMENT** a copy of the **SFRTA**'s response to each such request.

- 26. Should the use of said crossing be abandoned due to removal of the roadway then all rights hereby granted to the **CITY** shall thereupon cease and terminate and the **CITY** will, at its sole cost and in a manner satisfactory to the **SFRTA** and the **DEPARTMENT**, remove said crossing and restore the **SFRC** property to the condition previously found, provided that the **SFRTA** may, at its option, remove the said crossing and restore its property, and the **CITY** will, in such event, upon bill rendered, pay to the **SFRTA** the entire cost incurred by it in such removal and restoration, provided such costs are accrued as specified in Paragraph 9.
- 27. Liability for services performed under this agreement shall be governed in accordance with the terms and conditions of the Operating Agreement.
- 28. Upon execution, this Agreement shall supersede all provisions, relating to said crossing contained in any previous agreements and shall become the permanent agreement of record.

29. **SFRTA** shall:

1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **SFRTA** during the term of the contract; and
2. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

30. It is understood and agreed by the Parties to this Agreement that if any part, term, or provision of this Agreement is held illegal by the courts or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

31. Any questions or matters arising under this Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida. Venue for any action arising out of or in any way related to this Agreement shall lie exclusively in a state court of appropriate jurisdiction.

32. The Parties agree to bear their own attorney's fees and costs with respect to this Agreement.

33. The Parties agree that this Agreement is binding on the Parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.

34. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

35. If the Operating Agreement between the **DEPARTMENT** and the **SFRTA** ceases to exist, the responsibilities of **SFRTA** may be assigned to a party operating the railroad.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective and duly authorized officers the day and year first written above.

SFRTA

South Florida Regional Transportation Authority, A body politic and corporate and an agency of the State of Florida

By: _____
SFRTA Executive Director

Date: _____

Approved as to form and legal sufficiency

By: _____
SFRTA General Counsel

DEPARTMENT

State of Florida, Department of Transportation,
An Agency of the State of Florida

By: _____
Mark Plass, P.E., Acting Director of Transportation Development

Date: _____

Legal Review (DEPARTMENT):

BY: _____

CITY

By: _____

Date: _____

Legal Review (CITY):

BY: _____