

**GRANT PARTICIPATION AND  
REIMBURSEMENT AGREEMENT  
FOR  
CONSTRUCTION OF SUPPLEMENTAL SAFETY IMPROVEMENTS  
AT SELECTED RAILROAD CROSSINGS IN THE CITY OF  
POMPAÑO BEACH, FLORIDA**

**THIS AGREEMENT** is made as of \_\_\_\_\_, 2020, by and between **Brightline Trains Florida LLC**, (f/k/a Virgin Trains USA Florida LLC (f/k/a Brightline Trains LLC (f/k/a All Aboard Florida – Operations LLC (f/k/a FDG Passenger ROW Holdings LLC))), a Delaware limited liability company, an address of which is 161 NW 6<sup>th</sup> Street, Suite 900, Miami, Florida 33136 (“**Brightline**”), and the **City of Pompano Beach**, a municipal corporation and political subdivision of the State of Florida, existing under the laws of the State of Florida, an address of which is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 (“**CITY**”).

**WHEREAS**, Brightline has been awarded with a grant under the Federal Railroad Administration’s (“**FRA**”) Consolidated Rail Infrastructure and Safety Improvements Program (the “**CRISI Grant**”) which will provide funding for supplemental safety improvements at certain strategically identified crossings along Brightline’s rail corridor, all as more particularly specified in an agreement between FRA and Brightline (the “**Grant Agreement**”).

**WHEREAS**, CITY desires to provide funding as a local match for the CRISI Grant to improve railroad safety through such supplemental safety improvements along Brightline’s rail corridor within the City of Pompano Beach, which use of funds will serve a legitimate public and municipal purpose.

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Brightline and CITY hereby agree as follows:

1. Brightline shall use the funds provided by CITY pursuant to this Agreement solely as a local match in Brightline’s program to improve railroad safety through supplemental safety improvements (the “**Improvements**”) at railroad crossings along Brightline’s rail corridor within the boundaries of CITY pursuant to the CRISI Grant, as set forth in attached **Exhibit A**.

2. Within ninety (90) days after the completion of Improvements at a railroad crossing within the boundaries of CITY, Brightline will provide CITY with an invoice detailing the Improvements at such crossing, and CITY agrees to reimburse Brightline twenty percent (20%) of the cost incurred in connection with the design and construction of such Improvements within thirty (30) days following CITY’s receipt of such invoice; provided, however, that the total amount that CITY will pay Brightline pursuant to this Agreement shall not exceed the total aggregate sum of \$366,776.71 (“**Maximum City Participation**”).

3. CITY may audit the books, records, and accounts of Brightline that are related to this Agreement. Brightline shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Brightline shall preserve and make available, at reasonable times for examination and audit by CITY all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law (Chapter 119, Florida Statutes) and corresponding retention schedules, or for a minimum of three (3) years after expiration or termination of this Agreement, whichever is longer. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by CITY to be applicable to Brightline records, Brightline shall comply with all requirements thereof.

4. This Agreement shall constitute the entire agreement between CITY and Brightline for the use of funds received pursuant to this Agreement, 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 or contemporaneous oral promises or representations shall be binding. This Agreement shall not be amended except by written instrument signed by both parties.

IN WITNESS WHEREOF, CITY and Brightline execute this Agreement as follows:

ATTEST:

**City of Pompano Beach**

\_\_\_\_\_  
Asceleta Hammond, City Clerk

By: \_\_\_\_\_  
Rex Hardin, Mayor

By: \_\_\_\_\_  
Greg Harrison, City Manager

WITNESSES:

**Brightline Trains Florida LLC**

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

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

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

## **EXHIBIT A**

### I. PROJECT:

#### Type of Crossing Improvement:

- 7 delineators & striping
- 1 active sign
- 2 exit gates

## II. BREAKDOWN BY CROSSING:

City	Crossing	Edge Markings and Striping	Centerline Delineators	100' Raised Median West Side	Exit Gates (Both Sides)	Exit Gates (SE)	Exit Gates (NW)	Active Signs	Blended Total (incl. PM + Design)
POMPANO BEACH	[272516U] MP 329.00; NE 48th St.; Pompano Beach	X			X				\$ 849,197.48
POMPANO BEACH	[272518H] MP 330.31; NE 33rd St.; Pompano Beach	X							\$ 19,250.48
POMPANO BEACH	[272519P] MP 331.1; Copans Rd.; Pompano Beach	X					X		\$ 731,414.08
POMPANO BEACH	[272528N] MP 332.77; NE 6th St.; Pompano Beach	X						X	\$ 156,454.38
POMPANO BEACH	[272531W] MP 332.97; NE 3rd St. (Hammondville Rd.); Pompano Beach	X	X						\$ 28,199.52
POMPANO BEACH	[272534S] MP 333.31; SW 2nd St.; Pompano Beach	X							\$ 19,434.08
POMPANO BEACH	[272535Y] MP 333.79; SW 6th St.; Pompano Beach	X	X						\$ 29,933.52
									<b>\$1,833,883.53</b>

## III. TOTAL PROJECT COST: \$1,833,883.53

