

Financial Project No.: 449221-1-94-01	Fund: EM22	FLAIR Approp:
Contract No: G2A83	Function:	FLAIR Obj.: 751000
	Contract Amount: \$2,584,099	Org.
	DUNS No:	Code:55042010429
CFDA No and Title: N/A	Agency DUNS No:	Vendor No.:
		F596000674001
		CSFA No. and Title: 55.039 Local Transportation Projects

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL TRANSPORTATION PROJECT FUNDING AGREEMENT

This Local Transportation Project Funding Agreement ("Agreement"), is entered between the State of Florida, Department of Transportation ("Department") and Indian River County, Florida, a political subdivision of the State of Florida (the "County"). The Department and the County are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties."

RECITALS

A. The Department is authorized pursuant to Specific Appropriation 1915A of the 2021-2022 General Appropriations Act, Chapter 2021-36, Section 5, Laws of Florida, to provide funding for the project described in Exhibit "A" attached to and incorporated in this Agreement (the "Project").

B. On June _____, 2022, the Indian River County Board of County Commissioners authorized the County to enter into this Agreement.

AGREEMENT

1. The Recitals above are true and correct and are made a part of this Agreement.
2. The term of this Agreement shall begin upon the date of signature of the last party to sign this Agreement ("Effective Date") and continue for thirty six (36) months after the Effective Date, unless terminated earlier. The Effective Date will be treated as the Department's issuance of a Project notice to proceed. The Department shall have the immediate option to terminate this Agreement if the Project is not completed within the term of this Agreement, unless an extension of the time period is requested by the County in writing and granted in writing by the Department prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project.
3. The County shall deliver the Project, as specified in Exhibit "A", to the extent funding is available under this Agreement. The Department acknowledges that all work being designed, permitted, and constructed as part of this agreement will be performed by the County's

subrecipient, Brightline Trains Florida, LLC (“Brightline”), and that the County is entering into this Agreement in reliance upon Brightline’s commitments to the County under the terms of the Settlement Agreement between the County and Brightline Trains Florida, LLC, dated effective as of June 8, 2021 (the “Settlement Agreement”). Nothing in this Agreement shall be construed as requiring the County to perform any activity which is outside of the scope of services of the Project as defined in Exhibit "A", or which is in excess of the funding available under this Agreement.

The County shall provide quantifiable, measurable, and verifiable units of deliverables. The Project, the quantifiable, measurable, and verifiable units of deliverables, the minimum level of service to be performed and the criteria for evaluating successful completion are described more fully in Exhibit "A".

4. The County, either itself or through the County’s subrecipient, shall be responsible for obtaining clearances/permits required for the construction of the Project from the appropriate permitting authorities. Execution of this Agreement constitutes a certification by the County that the Project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Department shall have no liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits.

5. The County will require its subrecipient to undertake the design, permitting, construction, and oversight of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including the Federal Railroad Administration and County standards and specifications.

a. The County will task its subrecipient with responsibility for preparation of all design plans that are necessary for the Project. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD), Federal Railroad Administration requirements, and the AASHTO Policy on Geometric Design of Streets and Highways.

b. Execution of this Agreement by both parties shall be deemed a Project notice to proceed to the County for the Project. Any work performed prior to the execution of this Agreement or after the expiration or earlier termination of this Agreement is not subject to reimbursement.

c. The Department shall have the right, but not the obligation, to independently evaluate the work being performed on the Project.

d. The County is responsible for ensuring that the work under this Agreement is performed in accordance with the approved Project documents, and that it will meet all applicable County requirements, including the requirements of the Settlement Agreement.

e. Upon completion of the work authorized by this Agreement, the County shall notify the Department in writing of the completion of the Project.

6. Facilities constructed under this Agreement shall be maintained for their useful life and used for the purpose of supporting public transportation. This requirement shall not be construed to require modification of crossing or maintenance agreements between the County, its subrecipient, and/or any third parties that otherwise assign responsibility for maintenance of the facilities constructed under this Agreement. The terms of this provision shall survive the termination of this Agreement.

7. Costs and expenses incurred by the County in utilizing its own work force for any services for the Project shall not be subject to reimbursement.

8. The County will require its subrecipient to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party.

9. The total estimated cost to complete all the work included in the description of the Project is Two Million Five Hundred Eighty Four Thousand Ninety Nine and 00/100 Dollars (\$2,584,099) and is allocated among the Project activities in the Project Budget in Exhibit "B".

10. The Department agrees to reimburse the County in an amount not to exceed Two Million Five Hundred Eighty Four Thousand Ninety Nine and 00/100 Dollars (\$2,584,099) (the "Department Contribution") for actual costs incurred for the Project, excluding County overhead, pursuant to the milestones identified in Exhibit "B". Project costs eligible for reimbursement will be allowed only from the Effective Date of this Agreement. Travel costs will not be reimbursed.

a. The County shall establish for the Project, consistent with the Department's program guidelines/procedures, separate accounts to be maintained within its existing accounting system or separate independent accounts. Records of costs incurred under terms of this Agreement shall be maintained by the County and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made for the applicable state fiscal year. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the County's general accounting records and the Project records, together with supporting documents and records, of the County and all sub-recipients performing work on the Project and all other records of the County and sub-recipients considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

b. The County shall charge to the Project accounts all eligible costs of the Project.

c. Payments shall be made by the Department for completion of the work specified in each individual milestone in Exhibit "B". Payment for work within the scope of each milestone identified in Exhibit "B" shall be made only after receipt and approval of goods and services for the relevant milestone by the County, unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, F.S., or the Department's Comptroller under Section 334.044(29), F.S.

d. If the Department determines that the performance of the Project is unsatisfactory, the Department shall notify the County of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The County shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance will be addressed. If the corrective action plan is unacceptable to the Department, the Department will assess a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing. The retainage shall be withheld until the deficiency is resolved. If the deficiency is subsequently resolved, the County may bill the Department for the retained amount. If the deficiency remains unresolved, the funds retained will be forfeited at the end of the Agreement's term.

e. Invoices shall be submitted by the County upon completion of the individually identified milestones and in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager or designee prior to reimbursements.

f. Supporting documentation must establish that the deliverables were received and accepted in writing by the County and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.

g. All costs charged to the Project by the County shall be supported by detailed invoices, proof of payments, contracts or vouchers evidencing in proper detail the nature and propriety of the charges, as described in Exhibit "C" Contract Payment Requirements.

h. The County shall submit the final invoice to the Department within one hundred eighty (180) days after the final acceptance of the Project. Upon expiration or earlier termination of this Agreement, any balance of unobligated funds which has been advanced or paid to the County must be refunded to the Department.

i. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the County in violation of this Agreement or any other applicable law or regulation, or are otherwise in excess of the amount to which the County is entitled under the terms and conditions of this Agreement, shall be promptly refunded in full to the Department. Acceptance by the

Department of any documentation or certifications, mandatory or otherwise permitted, that the County files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

11. The County should be aware of the following time frames. Upon receipt of an invoice, the Department has twenty (20) days to inspect and approve the goods and services. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or 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 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the County requests payment. Invoices which have to be returned to the County because of County 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 and accepted by the Department. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for entities 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 (877) 693-5236.

12. In the event this Agreement is in excess of \$25,000.00 (Twenty Five Thousand Dollars and 00/100) and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are incorporated as follows:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure 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 funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) 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 \$25,000.00 and which have a term for a period of more than one (1) year."

13. The administration of the State resources awarded through the Department to the County by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The County shall comply with all audit and audit reporting requirements as specified below and shall further require its subrecipient to comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the County's use of state financial assistance may include but not be limited to on- site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the County agrees to comply and cooperate fully with any monitoring procedures/processes deemed reasonably appropriate by the Department. The County further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or State of Florida Auditor General.

b. The County, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the County meets the audit threshold requirements established by Section 215.97, Florida Statutes, the County must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this Agreement, State Financial Assistance (Florida Single Audit Act), indicates state financial assistance awarded through the Department by this Agreement needed by the County to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the County shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass- through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the County shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the County does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the County is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the County must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the County's audit period for each applicable audit year. In the event the County does not meet the audit threshold requirements established by Section

215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the County's resources (i.e., the cost of such an audit must be paid from the County's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

and

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The County, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the County in correspondence accompanying the reporting package.

vii. Upon receipt, and within six (6) months, the Department will review the County's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the County fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the County shall permit the Department, or its designee, DFS or the Auditor General access to

the County's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The County shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or State of Florida Auditor General access to such records upon request. The County shall ensure that the audit working papers are made available to the Department, or its designee, DFS or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

14. The County shall permit, and shall require its subrecipient to permit, the Department's authorized representatives to inspect all work, materials, payrolls, and records, and to audit the books, records, and accounts pertaining to the financing and development of the Project.

15. If the Project involves a contract for construction pursuant to Chapter 255, Florida Statutes, and at the time of the competitive solicitation for the Project construction contract fifty (50) percent or more of the cost of the Project construction contract is to be paid from state-appropriated funds, then the County must comply with the requirements of Section 255.099(1), Florida Statutes. If the Project involves a consultant contract for engineering, architecture or surveying services, the County shall comply in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act.

16. The Parties agree to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

17. The County 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 County in conjunction with this Agreement. Failure by the County to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

18. The County shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof.

19. Funds provided under this Agreement may not be used for the purpose of lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

20. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

21. The County and the Department agree that the County, its employees, subrecipient, contractors, and subcontractors are not agents of the Department as a result of this Agreement. The

Department shall not be obligated or liable hereunder to any person or entity other than the County.

22. The Department may, by written notice to the County, terminate this Agreement or suspend any or all of the Department's obligations under this Agreement for the County's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department terminates the Agreement, the Department shall notify the County of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

c. If the Agreement is terminated before performance is completed, the County shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement.

d. Upon termination of this Agreement, the County shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

23. In no event shall the making by the Department of any payment to the County constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the County, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

24. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Venue for any action arising under this Agreement shall be in Leon County, Florida. Any provision in this Agreement determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

25. The County affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. 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 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The County agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

26. The County will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The County shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The County shall insert similar provisions in all contracts for services to be provided to the County under this Agreement.

27. It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The County guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the County in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the County agrees to indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the County or persons employed or utilized by the County in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the County's sovereign immunity. Additionally, the County agrees to include the following indemnification in all contracts it enters into for the performance of work in connection with this Agreement:

"To the fullest extent permitted by law, _____ [the County's subrecipient/contractor/consultant] shall indemnify and hold harmless the County and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the [subrecipient/contractor/consultant] and persons employed or utilized by the [subrecipient/contractor/consultant] in the performance of this Agreement.

28. The Department and the County acknowledge and agree to the following:

a. The County shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the County during the term of the contract; and

b. The County shall expressly require any contractors and 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 contractor/subcontractor during the contract term.

29. All notices pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses and the contact persons set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

Department:

State of Florida Department of Transportation

Jessie Smiley
Florida Department of Transportation
District 4 Rail Administration
3400 West Commercial Blvd.
Ft. Lauderdale, FL 33309
954-777-4667
jessie.smiley@dot.state.fl.us

County:

Indian River County
Public Works Director
1801 27th Street, Building A
Vero Beach, FL 32960

With a copy to:

Indian River County
County Attorney's Office
1801 27th Street, Building A
Vero Beach, FL 32960

A copy of any notice from the Department to the County shall also be sent to:

Brightline Trains Florida LLC
161 NW 6th Street Suite 900
Miami, FL 33136
Attn: General Counsel
Email Cynthia.bergmann@gobrightline.com

30. This instrument embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or

written, between the parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the County and the authorized officer of the Department or his/her delegate.

31. This Agreement may be executed in duplicate originals.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

INDIAN RIVER COUNTY

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Legal Review:

Legal Review:

EXHIBIT A PROJECT DESCRIPTION

A. Project Description (description of County’s project to provide context, description of project components funded via this Agreement (if not the entire project)):

Safety improvements and upgrades at Indian River County roadway crossings necessary for higher-speed rail service through the county to provide added protection for the residents of Indian River County due to the proposed higher-speed rail service, including installation of additional fencing, sidewalk protection, second train warnings for pedestrians and motorists, and road widening to accommodate bicyclists at existing railway crossings. Particularly, the Additional Crossing Improvements, as that term is defined in the Settlement Agreement between the County and Brightline Trains Florida, LLC, dated effective as of June 8, 2021, and as more particularly described in Exhibit C to such Settlement Agreement, a copy of which is attached to this Exhibit A as Attachment A-1, not including the work identified in the columns for “FDOT Best Practice” or “Brightline”, and excluding the railroad crossing panels to be installed at a width sufficient to accommodate future Indian River road widening projects planned at 41st Street, 45th Street, and 49th Street.

B. Project Location (limits, city, county):

Indian River County, Florida

At grade rail/roadway crossings included in list attached to this Exhibit A.

☐ Illustration/graphic/map of project area is applicable and attached to this Exhibit A.

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size):

The elements to be constructed within are site-specific to the individual crossings located from milepost 212.57 and 232.86 as described below:

1. Second Train Warning

Quantity: 74

Schedule: Work to be completed after crossings go into operation as part of local preference crossing improvements

Scope: Blank-out signs and horns will be installed at sidewalks to warn pedestrians of an oncoming train on the second track.

2. Widen Crossing Panels 1’

Quantity: 8

Schedule: Work to be completed prior to each crossing going into operation

Scope: This work focuses on widening the existing crossing panels to provide the additional sidewalks and bike lanes at certain crossings and sufficient width to accommodate future Indian River County roadway and sidewalk improvements at the designated locations.

3. Mill & Resurface Striping Limits

Quantity: 32

Schedule: Work to be completed prior to each crossing going into operation

Scope: This work will include milling and resurfacing all thirty-two crossings within the limits of new enhanced striping that will be installed at each crossing. The enhanced striping is not funded through this grant agreement.

4. Additional Sidewalk

Quantity: 1

Schedule: Work to be completed prior to crossing going into operation

Scope: At one crossing, sidewalks with ADA ramps will be installed across the tracks. The new sidewalk will improve connectivity and access for pedestrians.

5. Road Widen Bypass/Bike Lane

Quantity: 8

Schedule: Work to be completed prior to each crossing going into operation

Scope: At several crossings, improvements will be made to provide a safe passage for bicyclists. This work will focus on pavement markings and widening.

See Attachment A-2 for a breakdown of the crossings and quantities.

D. Unallowable Costs (including but not limited to):

Recipient overhead or administrative fees.

E. Department Project Manager. The Department's Project Manager for the Project, and contact information, is:

Jessie Smiley

Florida Department of Transportation

District 4 Rail Administration

3400 West Commercial Blvd.

Ft. Lauderdale, FL 33309

954-777-4667

jessie.smiley@dot.state.fl.us

Attachment "A-1"

Exhibit C to the Settlement Agreement between Indian River County and Brightline Trains Florida, LLC,
dated effective as of June 8, 2021

This attachment is part of Exhibit "A" to that certain Local Transportation Project Funding Agreement between the State
of Florida, Department of Transportation and Indian River County.

Exhibit C

Additional Crossing Improvements

[illegible]

Exhibit C
Additional Crossing Improvements

						43rd St.	41st St.	32nd St.	26th St.	14th Ave.	23rd St.	21st St.	20th Pl
Item	Additional	Description	FDOT Best Practice	Indian River County	Brightline	225.12	225.46	226.65	227.06	227.14	227.31	227.48	227.55
1	Roadway Profile Revisions at X-ings	Roadway profiles over railroad X-ings will be improved. At the locations identified, profiles will be improved to the extent practical considering existing conditions. Improvements not meeting Green Book Standards will be processed by FDOT as a design exception.			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2	Pedestrian Gates Instead of Vehicle Gates	In certain locations, the Planned Improvements utilize the vehicle entrance gate to protect both the roadway and the sidewalk. This item includes installation of separate pedestrian gate at such locations.	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3	Emergency Swing Gates at Sidewalks	A pedestrian swing gate will be provided at each pedestrian gate location in order to allow a pedestrian to exit if trapped between pedestrian gate and tracks.	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4	Second Train Warning	Blankout signs and horns will be installed at sidewalks to provide pedestrians warning of an oncoming train on the second track.		<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
5	Widen Crossing Panels 1-foot	Widening of existing crossing panels to provide 1 foot beyond sidewalk at the designated crossings.		<input checked="" type="checkbox"/>									
6	Striping Through the Crossing	Edge and centerline stripes will be extended through the crossing in the inter-track area between the crossing panels.	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
7	Advanced Preemption and Supervised Circuit	Additional Crossing Improvements <u>do not</u> include Advanced Preemption and supervised circuit.											
8	Traffic Signal Yellow Trap	Eliminate yellow trap through installation of new signal head and timing adjustments at five crossings.		<input checked="" type="checkbox"/>									
9	Railroad Preemption Interface Test Switch	Additional Crossing Improvements <u>do not</u> include a railroad preemption interface test switch.											
10	Second Train Logic at Railroad Preempted Traffic Signals	The Planned Improvements include second train logic which will continue activation of the crossing in the event a second train is on approach as the first one passes the crossing. This does not include the work required in Item 4 above.			<input checked="" type="checkbox"/>								
11	Fencing at Trespass/Pedestrian Generators	Brightline is undertaking an FRA mandated hazard analysis that will, in part, identify those locations where fencing is deemed necessary in accordance with the analysis. Responsibility for cost and maintenance as set forth in the Agreement.		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>								
12	Mill & Resurface to Striping Limits	Includes milling and resurfacing of the roadway within the limits of new striping installation.		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
13	Turn prohibition Signs Upgrade	Upgrade all existing and proposed turn prohibition signs blank-out signs during railroad preemption to LED and include "TRAIN".	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
14	Additional Sidewalks	Construction of new sidewalks across the tracks at those locations designated herein.		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>								
15	Roadway Widening for bypass lane/Bike Lanes	Installation of bike lanes at the designated locations. Scope includes: 1. Sebastian Road (512W): Restriping 2. Sebastian Road (512E): 3' pavement widening on south side from Old Dixie to 1st Driveway on the east side. 3. 69th Street: Approximately 601 SF of pavement widening within RR ROW for 5' bike lane on both sides. 4. 53rd Street: Restriping of east side. 5. 49th Street: Approximately 1,049 SF of pavement widening for 5' bike lane to tie to Old Dixie and RR. Pavement marking on both sides.	<input checked="" type="checkbox"/>										
16	New Traffic Signals	Signalization of the designated intersections.	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>					<input checked="" type="checkbox"/>	
17	Pre-Signal	Installation of pre-signals at the designated locations.	<input checked="" type="checkbox"/>									<input checked="" type="checkbox"/>	
18	Crossing Panels at 41st, 45th, and 49th	Installation of crossing panels of sufficient width to accommodate future IRC road widening projects at the designated locations.		<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>						

Attachment "A-2"

This attachment is part of Exhibit "A" to that certain Local Transportation Project Funding Agreement between the State of Florida, Department of Transportation and Indian River County.

Crossing Name	MP	Second Train Warning Quantity	Widen Crossing Panels Quantity	Mill & Resurface Striping Quantity	Side walks Installatio n Quantity	Bike Lane Installatio n Quantity
Crossing 272159U - Roseland Road	212.57	2		1		
Crossing 272161V - Main Street	214.42	4		1		
Crossing 273063H - CR 512 WB (Sebastian Blvd)	214.83	2	2	1		1
Crossing 272162C - CR 512 EB (Sebastian Blvd)	215.06	2	2	1		1
Crossing 272163J - Old Dixie Hwy	216			1		
Crossing 272164R - Schumann Dr	216.59	2		1		
Crossing 272165X - 99th Street (Vickers Rd)	217.61			1		
Crossing 272974H - Barber Street	218.03	4		1		
Crossing 272168T - Wabasso Rd/CR 510/85th St	219.58	4		1		
Crossing 272170U - 77th Street (Hobart Rd)	220.7		2	1		
Crossing 272172H - 69th Street (N Winter Beach)	221.57	2		1		2
Crossing 272173P - 65th Street (S Winter Beach Rd)	222.32	2		1	1	
Crossing 272175D - Hawks Nest Rd	223.18			1		
Crossing 273108M - 53rd Street	223.9	4		1		2
Crossing 272177S - 49th Street	224.42	4		1		2
Crossing 272178Y - 45th Street	224.94	4		1		
Crossing 272179F - 43rd Street	225.12			1		
Crossing 272180A - 41st Street	225.46	4		1		
Crossing 273047Y - 32nd Street (Aviation Blvd)	226.65			1		
Crossing 272189L - 26th Street	227.06	2		1		
Crossing 272190F - 14th Ave	227.14			1		
Crossing 272191M - 23rd Street	227.31	2		1		
Crossing 272192U - 21st Street	227.48	2		1		
Crossing 272193B - 20th Street	227.55	4		1		
Crossing 272958Y - 19th Place	227.61	4		1		
Crossing 272195P - 17th Street/16th Street	228.02	4		1		
Crossing 272196W - 12th Street	228.66	4		1		
Crossing 272197D - Glendale Rd	229.19			1		
Crossing 273049M - 4th Street (Indian River Blvd)	229.75	4		1		
Crossing 272199S - 1st Street	230.15		2	1		
Crossing 272200J - Oslo Rd	231.31	4		1		
Crossing 272201R - Highlands Dr	232.86	4		1		
Subtotal		74	8	32	1	8

Attachment "A-2"

This attachment is part of Exhibit "A" to that certain Local Transportation Project Funding Agreement between the State of Florida, Department of Transportation and Indian River County.

		Second Train Warning	Widen Crossing Panels	Mill & Resurface Striping	Side walks Installatio n	Bike Lane Installatio n
Crossing Name	MP	Quantity	Quantity	Quantity	Quantity	Quantity
Crossing 272159U - Roseland Road	212.57	2		1		
Crossing 272161V - Main Street	214.42	4		1		
Crossing 273063H - CR 512 WB (Sebastian Blvd)	214.83	2	2	1		1
Crossing 272162C - CR 512 EB (Sebastian Blvd)	215.06	2	2	1		1
Crossing 272163J - Old Dixie Hwy	216			1		
Crossing 272164R - Schumann Dr	216.59	2		1		
Crossing 272165X - 99th Street (Vickers Rd)	217.61			1		
Crossing 272974H - Barber Street	218.03	4		1		
Crossing 272168T - Wabasso Rd/CR 510/85th St	219.58	4		1		
Crossing 272170U - 77th Street (Hobart Rd)	220.7		2	1		
Crossing 272172H - 69th Street (N Winter Beach)	221.57	2		1		2
Crossing 272173P - 65th Street (S Winter Beach Rd)	222.32	2		1	1	
Crossing 272175D - Hawks Nest Rd	223.18			1		
Crossing 273108M - 53rd Street	223.9	4		1		2
Crossing 272177S - 49th Street	224.42	4		1		2
Crossing 272178Y - 45th Street	224.94	4		1		
Crossing 272179F - 43rd Street	225.12			1		
Crossing 272180A - 41st Street	225.46	4		1		
Crossing 273047Y - 32nd Street (Aviation Blvd)	226.65			1		
Crossing 272189L - 26th Street	227.06	2		1		
Crossing 272190F - 14th Ave	227.14			1		
Crossing 272191M - 23rd Street	227.31	2		1		
Crossing 272192U - 21st Street	227.48	2		1		
Crossing 272193B - 20th Street	227.55	4		1		
Crossing 272958Y - 19th Place	227.61	4		1		
Crossing 272195P - 17th Street/16th Street	228.02	4		1		
Crossing 272196W - 12th Street	228.66	4		1		
Crossing 272197D - Glendale Rd	229.19			1		
Crossing 273049M - 4th Street (Indian River Blvd)	229.75	4		1		
Crossing 272199S - 1st Street	230.15		2	1		
Crossing 272200J - Oslo Rd	231.31	4		1		
Crossing 272201R - Highlands Dr	232.86	4		1		
	Subtotal	74	8	32	1	8

EXHIBIT B

PROJECT BUDGET

This exhibit forms an integral part of that certain Local Transportation Project Funding Agreement between the State of Florida, Department of Transportation and Indian River County.

LOCAL PREFERENCE IMPROVEMENTS	Estimate
Second Train Warning	\$1,017,726
Widen Crossing Panels 1'	\$73,445
Traffic Signal Yellow Trap (flashing yellow arrow)	\$0
Mill & Resurf. Striping Limits	\$583,194
Addl. Sidewalks (65th Street Only)	\$754,999
Road Widen Bypass/Bike Lanes	\$154,735
Total Local Preference	\$2,584,099

DEPARTMENT PARTICIPATION:	Total
Maximum Limiting Amount Payment Milestone:	Payment Amount:
Milestone 1: Completed 1-8 Crossings	\$0
Milestone 2: Completed 9-16 Crossings	\$0
Milestone 3: Completed 17-24 Crossings	\$1,292,049.50
Milestone 4: Completed 25-32 Crossings	\$1,292,049.50
Total	\$2,584,099.00

EXHIBIT C

CONTRACT PAYMENT REQUIREMENTS

Florida Department of Financial Services, Reference Guide for State Expenditures *Cost Reimbursement Contracts*

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.fldfs.com/aadir/reference_guide.htm.

EXHIBIT D

State Financial Assistance (Florida Single Audit Act)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation
State Project Title: LOCAL TRANSPORTATION PROJECTS
CSFA Number: 55.039
***Award Amount:** \$2,584,099.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.039 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.039 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>