

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL TRANSPORTATION PROJECT FUNDING AGREEMENT
INDIAN RIVER COUNTY – BRIGHTLINE SUBRECIPIENT
AGREEMENT**

THIS STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL TRANSPORTATION PROJECT FUNDING AGREEMENT INDIAN RIVER COUNTY – BRIGHTLINE SUBRECIPIENT AGREEMENT (“Agreement”) is entered into as of the ____ day of June, 2022 by and between Indian River County, a political subdivision of the State of Florida, whose address is 1801 27th Street, Vero Beach, Florida, 32960 (“Recipient”), and Brightline Trains Florida, LLC, whose address is 161 NW 6th Street, Suite 900, Miami, Florida, 33136 (the “Subrecipient”).

RECITALS

WHEREAS, the State of Florida Department of Transportation (“FDOT”) and Recipient have entered into a State of Florida Department of Transportation Local Transportation Project Funding Agreement (“FDOT Agreement”), dated _____, 2022 for certain improvements at railroad crossings within Indian River County, a copy of which is attached as Exhibit “A”; and

WHEREAS, the improvements described in the FDOT Agreement will be performed by Subrecipient; and

WHEREAS, in order to ensure that the requirements of the FDOT Agreement are met and that Subrecipient is paid for the work described in the FDOT Agreement, Recipient and Subrecipient agree to enter into this Agreement;

NOW THEREFORE, in consideration of the mutual undertakings herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree, as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein.
2. **Compliance Requirements**. Subrecipient agrees that in order to receive funding under the FDOT Agreement, Subrecipient shall comply with all obligations and requirements set forth in the FDOT Agreement.
3. **Monitoring**. Subrecipient grants to Recipient and FDOT access to the Project, as described in the FDOT Agreement, along with all records and progress reports required to be made available to FDOT.

4. **Financial Penalties.** Any financial penalties incurred by Recipient under the FDOT Agreement shall be borne by Subrecipient and paid in the manner set forth in the FDOT Agreement, unless such penalties are solely the result of Recipient's actions or omissions.
5. **Maintenance.** Facilities constructed under the FDOT 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 Recipient, Subrecipient, and/or any third parties that otherwise assign responsibility for maintenance of the facilities constructed under the FDOT Agreement. The terms of this provision shall survive the termination of the FDOT Agreement and this Agreement.
6. **Subrecipient Payments.** Promptly after Subrecipient completes the work within the scope of each individual milestone identified in the FDOT Agreement, Subrecipient shall submit an invoice for such work to Recipient, with detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable, and verifiable deliverables established in the FDOT Agreement. Recipient shall have 20 business days to review and either approve or reject each such invoice, and it shall promptly submit each approved invoice to FDOT within 5 days thereafter, along with any other information that the Recipient is obligated to provide FDOT in connection with requests for funding under the FDOT Agreement. Once Recipient has received funds from FDOT under the FDOT Agreement, it shall pay such funds to Subrecipient within 10 business days. Subrecipient will not receive payment for any work performed under this Agreement, until Recipient receives funds for such payments from FDOT.
7. **Single Audit.** Subrecipient shall comply with single audit requirement set forth in the FDOT Agreement.
8. **Indemnification.** To the fullest extent permitted by law, Subrecipient shall indemnify and hold harmless the Recipient and FDOT, including FDOT'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 Subrecipient and persons employed or utilized by Subrecipient in the performance of this Agreement.
9. **E-Verify System.** Subrecipient 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 contractor/subcontractor during the term of this Agreement.

10. **Termination.** To the extent the FDOT Agreement is terminated for any reason, this Agreement shall be deemed terminated. Any obligations still required of Recipient after the termination of this Agreement shall continue to be borne by Subrecipient.

IN WITNESS WHEREOF, Recipient and Subrecipient have executed this instrument this ___ day of June, 2022.

BRIGHTLINE TRAINS FLORIDA, LLC

By: _____
Patrick Goddard, President

**INDIAN RIVER COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: _____
Peter D. O’Bryan, Chairman

Date approved: _____

ATTEST: Jeffrey R. Smith,
Clerk of Court and Comptroller

By: _____
Deputy Clerk
Approved:

Jason E. Brown
County Administrator

Approved as to form and legal
sufficiency:

Dylan Reingold
County Attorney