



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

Today's Date: 03/13/2025

DOCUMENT TITLE: APPROVING A GRANT PARTICIPATION AND REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF FORT LAUDERDALE AND BRIGHTLINE TRAINS FLORIDA, LLC 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 - (COMMISSION DISTRICTS 1, 2 AND 4)

COMM. MTG. DATE: 12/03/2024 CAM #: 24-1016 ITEM #: CR-5 CAM attached: ☐ YES ☒ NO

Routing Origin: CAO Router Name/Ext: StephanieS. /5001 Action Summary attached: ☐ YES ☒ NO

NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

CIP FUNDED: ☐ YES ☒ NO

1) City Attorney's Office: Documents to be signed/routed? ☐ YES ☒ NO # of originals attached:

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: Kimberly Cunningham Mosley
Attorney's Name

[Signature]
Initials

2) City Clerk's Office: # of originals: Routed to: Donna V./Amber C./CMO Date:

3) City Manager's Office: CMO LOG #: Document received from:

Assigned to: SUSAN GRANT ☐ LAURA REECE ☐
CHRIS COOPER ☐ BEN ROGERS ☐
LAURA REECE as CRA Executive Director ☐

☐ APPROVED FOR S. GRANT'S SIGNATURE ☐ N/A FOR S. GRANT TO SIGN

PER AACM: C. Cooper (Initial/Date) L. Reece (Initial/Date)
B. Rogers (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: Please file into Granicus fully executed agreement

Forward 1 originals to ☐ Mayor ☒ CCO Date:

4) Mayor/CRA Chairman: Please sign as indicated. Forward 1 originals to CCO for attestation/City seal (as applicable) Date:

5) City Clerk: Return 1 fully executed original to CAO/ S. Souza/ETX: 5001 Date:

6) City Clerk: Scan original and forwards 1 originals to: G. Rizzuti /TAM/Suite 3764

Attach certified Reso # ☐ YES ☒ NO

Original Route form to Stephanie S.

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

5
6 **THIS AGREEMENT** is made as of this 10 day of February, 202~~4~~⁵, by and between
7 Brightline Trains Florida LLC, a Delaware limited liability company, ("Brightline" or "Contractor"), and
8 the Cities of Dania Beach, a Florida municipal corporation, Fort Lauderdale, a Florida municipal
9 corporation, Pompano Beach, a Florida municipal corporation, Hallandale Beach, a Florida
10 municipal corporation, Hollywood, a Florida municipal corporation, and Wilton Manors, a Florida
11 municipal corporation, (the "Cities") and Broward County, Florida, a political subdivision of the state
12 of Florida (the "County").

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

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

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

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

26 **NOW, THEREFORE**, for and inconsideration of the mutual covenants contained herein and
27 other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,
28 Brightline, the BMPO, the Cities, and the County (collectively the "Parties") agree as follows:

29 1. Brightline will design and construct the Improvements identified in Exhibit B, which is
30 attached hereto and incorporated herein by reference. Exhibit B sets forth the Improvements that will
31 be made on County property (the "County Improvements") and each of the Cities' Property
32 (collectively the "City Improvements").

33 2. Eighty percent (80%) of the cost of the Improvements shall be paid from the Grant
34 Funds. The remaining twenty percent (20%) of the cost of the Improvements shall be paid by the
35 County and the Cities (the "Local Match"). The amounts to be paid by the County and each City are
36 set forth more particularly in Exhibit C, which is attached hereto and incorporated herein by
37 reference.

38 3. The Term of this Agreement shall commence on execution of both this Agreement
39 and the Subrecipient Agreement in substantially the form attached hereto in Exhibit A by all parties
40 to such agreements and shall terminate upon the earlier of the expiration of the Budget Period under

41 the Grant Agreement between BMPO and FRA, but no later than December 31, 2029, or the
42 termination of the Subrecipient Agreement. If the Subrecipient Agreement is not executed in
43 substantially the same form attached hereto in Exhibit A and such changes are not approved, in
44 writing, by the County and each of the Cities within thirty (30) days after the full execution of the
45 Subrecipient Agreement, then the obligations and rights contained in this Agreement shall not
46 commence and this Agreement shall terminate without liability by or to any party.

47 4. Prior to Brightline issuing Requests for Proposals from Contractors, Brightline shall
48 submit the Final Design to the BMPO, County and Cities for their approval as provided herein. Each
49 respective crossing agreement holder (each an Authority Having Jurisdiction, "AHJ") will have the
50 right to comment on the Final Design for improvements within its own right-of-way. Final Design
51 improvements made within Florida East Coast Railway's ("FECR") right-of-way will not be subject to
52 the approval of the applicable AHJ, except to confirm that the improvements within FECR's right-of-
53 way substantially conform to the description of such improvements on Exhibit B. All comments on
54 Final Design shall be provided to Brightline within fifteen (15) calendar days. Failure to provide
55 comments within the provided timeline shall be deemed to be acceptance of the Final Design.

56 5. Upon receipt of final bids for the Project and prior to executing the construction
57 contracts, Brightline will advise the BMPO, County and Cities whether the Grant Funds and the Local
58 Match will be sufficient to complete the Project and maintain the budgeted contingency percentages
59 for the respective County and City Improvements. The County's Local Match for the Cities'
60 Improvements (i.e., \$1,398,886.00) detailed in Exhibit C may be recalculated and redistributed as set
61 forth in an Amended Exhibit C to achieve the budgeted percentages for the cost of Improvements for
62 the County and each City. Brightline will work with BMPO, the County and applicable Cities for all
63 parties' approval of the recalculation and redistribution prior to Brightline executing a construction
64 contract.

65 6. Prior to commencing any construction work on the Project contemplated in the
66 Subrecipient Agreement, Brightline shall cause qualified contractor or contractors performing
67 construction work on the Project to furnish a payment bond and a performance bond as required
68 under Section 255.05, Florida Statutes, including a rider naming each AHJ as an additional obligee,
69 in a penal sum of no less than the full amount of the cost for the construction work of the portions of
70 the Project located on property owned by each AHJ ("Payment and Performance Bonds"). The
71 Payment and Performance Bonds shall guarantee to each AHJ the completion and performance of
72 construction work to be performed under the Project and full payment of all suppliers, material
73 providers, laborers, and subcontractors of all tiers employed under this Project. The bond shall be
74 with a surety company that is qualified under Section 255.05, Florida Statutes. Brightline shall
75 ensure that the Payment and Performance Bond is recorded in the public records of Broward County
76 and provide each AHJ with evidence of such recording as a precondition to commencing any Project
77 construction work.

78 7. Brightline shall require that each contract and subcontract with a qualified contractor
79 hired to perform construction work on the Project include a provision naming each AHJ as a third-
80 party beneficiary for any portion of such contract or subcontract relating to improvements within
81 such AHJ's property or right-of-way. Brightline shall furnish each AHJ a copy of such contract or
82 subcontract upon request by the applicable AHJ prior to authorizing any construction work to be
83 commenced on such AHJ's property or right-of-way. In the alternative to contractual language
84 naming each AHJ as an intended third-party beneficiary, Brightline may ensure that each contractor

85 obtain a policy of insurance covering claims brought by Brightline and/or an AHJ relating to
86 construction defects for work performed by such Contractor (and all applicable subcontractors) with
87 a term covering a period of time equal to seven (7) years after the final completion and acceptance
88 of the construction work, with each AHJ named as an additional insured under such policy for
89 construction work located on property owned by AHJ or within the AHJ's right-of-way.

90 8. As set forth in Exhibit C, the County shall pay Brightline an amount not to exceed
91 \$966,114 for design and construction of the County Improvements ("County Funds"). Brightline shall
92 submit to the BMPO and the County monthly invoices specifying the work performed during the
93 preceding month on each County Improvement. The BMPO shall be responsible to ensure monthly
94 invoices are submitted to the County for twenty percent (20%) of the cost for such work. The County
95 shall have the right to review and comment on the monthly invoices for accuracy of the distribution
96 of payment between Grant Funds, County Funds, County Overage, and Cities' Local Match. The
97 County shall provide its comments, if any, for the monthly invoices within five (5) business days from
98 the BMPO's receipt of the monthly invoice. The County shall pay the undisputed invoice amounts
99 within thirty (30) days of the BMPO's receipt of an invoice. Within sixty (60) days after final completion
100 of a County Improvement, Brightline will provide the BMPO with a final invoice. The BMPO shall then
101 submit monthly invoices to the County for twenty percent (20%) of the cost of the final invoice. The
102 County shall pay the undisputed amount of the invoices within thirty (30) days thereafter.

103 9. If at any time Brightline becomes aware that the cost of completion of the County
104 Improvements may result in the County being invoiced for an amount that is more than its portion of
105 the Local Match for the County Improvements ("County Overage"), then Brightline shall promptly
106 notify the BMPO and the County. Prior to execution of an agreement (Contract, Change Order, etc.)
107 that will exceed the County Overage, Brightline will work with its contractors, BMPO and the County
108 to provide best industry practice solutions to mitigate the County Overage to the greatest extent
109 possible. Brightline shall not perform any work or incur any costs with respect to the County
110 Improvements that result in a County Overage without the County's written agreement. If the County
111 approves an expenditure with respect to a County Overage, Brightline shall submit invoices for the
112 County Overage to the BMPO and the County. If the County does not approve an expenditure with
113 respect to a County Overage, Brightline shall have the right to stop work and/or, to the extent
114 approved by FRA, modify the scope of the County Improvements to keep the County Improvements
115 within the allocated budget for the Project. If Brightline elects to stop work on the applicable County
116 Improvement because a modification of the scope has not been approved by the FRA and the County,
117 Brightline shall return the applicable crossing to a usable condition. Costs incurred to return the
118 applicable crossing to a usable condition are reimbursable under the terms of this Agreement. If an
119 expenditure that includes a County Overage is approved as provided in this section, the BMPO shall
120 submit a prorated invoice for the approved County Overage to each City, which shall be paid by the
121 Cities with any available City contingency funds to satisfy the cost of the County Overage. Each City
122 shall pay the undisputed invoice amounts within thirty (30) days of the BMPO's receipt of an invoice.
123 Upon exhaustion of all City contingency funds, BMPO shall submit any remaining invoices for a
124 County Overage to the County. The County shall pay the undisputed invoice amounts within thirty
125 (30) days of the BMPO's receipt of an invoice.

126 10. As set forth in Exhibit C, as may be amended, the County shall pay Brightline an
127 amount not to exceed \$1,398,886 ("County's Local Mach") towards completion of the City
128 Improvements and each City shall pay an amount not to exceed its funding of the City Improvements

(the "Cities' Local Match"). Brightline shall submit to the BMPO and each City monthly invoices for work performed during the preceding month on each City Improvement. The BMPO shall be responsible to ensure monthly invoices are submitted to each City in which the work was performed. The Cities shall have the right to review and comment on the monthly invoices for accuracy of the distribution of payment between Grant Funds, County Funds, County Overage, and Cities' Local Match. The Cities shall provide its comments, if any, for the monthly invoices within five (5) business days from the Cities' receipt of the monthly invoice. The Cities shall pay the amount of such invoices until each City's Local Match for their respective Improvements, as set forth on Exhibits B and C, is exhausted. Once such funding is exhausted, the BMPO shall submit remaining invoice amounts for the City Improvements to the County, which shall pay the undisputed amounts of such invoices within thirty (30) days of the BMPO's receipt of invoice, provided that the County shall not be obligated to pay more than a total of \$1,398,886 for the City Improvements. The process for submission and payment of final invoices set forth in Paragraph 4 shall also apply to the City Improvements.

11. If Brightline at any time learns or determines that County's portion of the cost of completion of the City Improvements may exceed the County's Local Match of \$1,398,886 ("City Overage") then Brightline shall promptly notify the BMPO, the County and the applicable City. Prior to execution of an agreement (Contract, Change Order, etc.) that will exceed the County's Local Match, Brightline will work with its contractors, the County, and the applicable City to provide best industry practice solutions to mitigate the City Overages to the greatest extent possible. If the City does not approve an expenditure with respect to a City Overage, Brightline shall have the right to stop work and/or, to the extent approved by FRA, modify the scope of the City Improvements to keep the City Improvements within the allocated budget for the Project. If Brightline elects to stop work on the applicable City Improvement because a modification of the scope has not been approved by the FRA, the City, and the County Brightline shall return the applicable crossing to a usable condition. Costs incurred to return the applicable crossing to a usable condition are reimbursable under the terms of this Agreement. If an expenditure that includes a City Overage is approved as provided in this section, the BMPO shall submit an invoice for the approved City Overage to each applicable City, which shall be paid by the applicable City with any available City contingency funds to satisfy the cost of the City Overage. Each City shall pay the undisputed invoice amounts within thirty (30) days of the BMPO's receipt of an invoice. All costs for the City Overages shall be paid by each City using City Contingency funds as set forth in Exhibit C. In no event shall the County be obligated to pay any share of the increased costs of City Overages absent a written agreement between the County, the Cities, and Brightline. In no event shall any City be obligated to pay any funds beyond the Cities' Local Match and Cities' Contingency that absent a written agreement between that City and Brightline

12. If the BMPO, County, or any City fails to make a payment to Brightline in accordance with the terms and conditions of this Agreement or the Subrecipient Agreement (as to Brightline) (a "Non-Paying Party") for an invoice that BMPO, a City, or the County has not disputed as described in Paragraph 8 or 10, which failure is not cured within twenty (20) days after delivery of written notice of lack of payment from Brightline to the Non-Paying Party, then Brightline shall have the right to temporarily stop work on the portion of the Project for which payment has not been made. Brightline shall have the right to receive payment for any undisputed amounts then due and payable to Brightline for work performed prior to the date of the notice from the Non-Paying Party, and Brightline

will continue to work on, and be entitled to payment for, the remainder of the Project until completion.

13. Brightline will be responsible for obtaining all permits or other authorizations necessary for construction and installation of the Project. The County and the Cities each agree to cooperate with Brightline with respect to the necessary permits for the Project, and each will waive all applicable permitting fees and any requirements to furnish a security instrument, payment bond, or performance bond associated with the portion of the Project in each such party's respective jurisdiction.

14. The Project intends to hire a Construction Engineering and Inspection ("CEI") consultant to perform independent inspections of the Improvements. The CEI will provide a certification with each monthly invoice to the BMPO, County and Cities declaring the payment is accurate, and the Work has been done in accordance with the Contract Documents. If the County and/or the Cities desire to conduct any independent and/or final inspections for Improvements in connection with permits issued by the County and the Cities, the inspection shall be performed within fifteen (15) business days after receiving written notification from Brightline that specific portions of the Improvements are complete. The County or the Cities, as applicable, shall notify Brightline of any deficiencies resulting from such independent inspections on behalf of the County and the Cities within three (3) business days after such inspection. Brightline will cooperate with the County and the Cities to resolve any deficiencies found during these independent inspections. For the avoidance of doubt, Brightline and its contractors shall not be liable for the cost to repair any damage to the Improvements or any infrastructure within the Project limits caused by any third-party at any time before, during, or after the construction of the Project, except to the extent solely caused by the negligent or willful act or omission of Brightline or its contractors.

15. Prior to the commencement of the construction of the Project, the Cities and County shall enter into independent and separate crossing agreements or crossing agreement amendments to existing crossing agreements with FECR. The crossing agreements, or crossing agreement amendments, as the case may be, for each crossing to be improved as part of the Project will require the applicable City or County, as the roadway owner, to bear the cost of maintaining the applicable Improvements and to name Brightline as an intended third-party beneficiary of each such agreement solely for the purpose of construction of the Improvements.

The County and the Cities 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 the County and the Cities 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 Act (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 a public records request is made to County or one or more Cities for any Brightline records related to this Agreement, then the County or Cities to which the request is made shall determine whether such records must be provided in response to the request pursuant to the Florida Public Records Act, in which case Brightline shall comply with all requirements thereof. If Brightline receives a request for

the County's or one or more Cities' public records regarding this Agreement, Brightline will promptly notify the applicable Party in writing and provide all requested records to the County or Cit(ies) (as applicable), to enable that entity to timely respond to the public records request.

IF BRIGHTLINE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, REGARDING ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE COUNTY OR CITIES, AS APPLICABLE, AT THEIR ADDRESS OF RECORD FOR NOTICES AS PROVIDED IN THIS AGREEMENT.

16. Brightline shall indemnify, defend (with counsel reasonably acceptable to the County or any City, as the case may be) and hold harmless the County and the Cities and their current, past, and future officers and employees (collectively, "Indemnified Parties"), from any and all claims, actions, suits, demands, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees and expenses) (collectively, "Claims"), asserted by a third party against one or more Indemnified Party to the extent the Claim was caused by the negligence, recklessness, or intentional misconduct of Brightline or persons employed or utilized by Brightline in the performance of this Agreement, including but not limited to Brightline's subcontractors, sub-subcontractors, materialmen, or agents of any tier, or any of their respective employees, agents, or representatives. This indemnification shall survive the term of this Agreement. Brightline shall, and shall cause its contractors to, name the County and the Cities as additional insureds on all liability insurance policies to be carried pursuant to the Subrecipient Agreement.

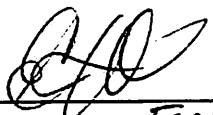

17. Any communication, notice, or demand of any kind whatsoever that a party to this Agreement may be required or may desire to serve on any other party to this Agreement must be in writing and delivered by personal service (including express or courier service with receipt of acknowledgement of delivery)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

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

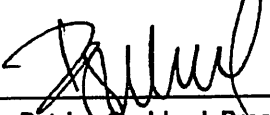
257 19. This Agreement shall be governed by and construed in accordance with the laws of
258 the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising
259 out of this Agreement shall be in the courts in and for Broward County, Florida, or in the event of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

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

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269 WITNESSES:

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273 Print Name: Emma Ortiz
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276 Print Name: CARLOS CABRERA
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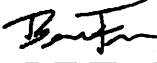
Brightline Trains Florida LLC

By:  2-10-25
Patrick Goddard, President

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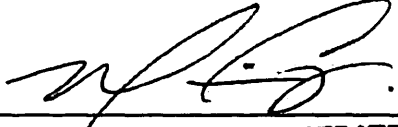
Broward County

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By:  Digitally signed by Beorn
Furr
Date: 2025.01.13
18:28:39 -0500

MAYOR

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By: 
COUNTY ADMINISTRATOR

This ____ day of ____, 2024.

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Attest:

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By: _____

(SEAL)

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APPROVED AS TO FORM AND LEGAL

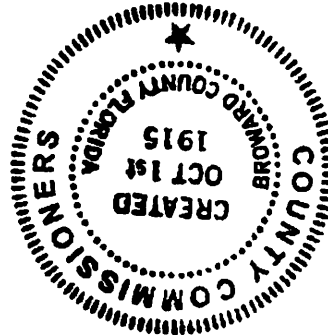
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SUFFICIENCY: Andrew J. Meyers
Broward County Attorney

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By: 
Transportation Surtax General Counsel

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City of Pompano Beach, a Florida municipal
corporation

Signed by:

Rex Hardin

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By:

Rex Hardin, Mayor

This 18th day of November, 2024.

DocuSigned by:

Gregory P. Harrison

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By:

Gregory P. Harrison, City Manager

This 18th day of November, 2024.

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Attest:

DocuSigned by:

Kervin Alfred

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By:

Kervin Alfred, City Clerk

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APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

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Mark E. Berman

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By:

Mark E. Berman, City Attorney

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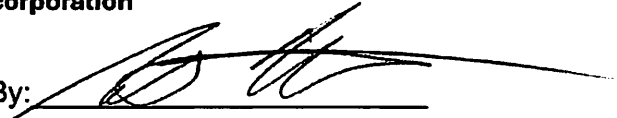
Signed by:



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City of Wilton Manors, a Florida municipal
corporation

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By: 
Scott Newton, Mayor

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By: 
Leigh Ann Henderson, City Manager

This 10 day of December, 2024.

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Attest:

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By: 
Elizabeth Garcia-Beckford, MMC
City Clerk

(SEAL)

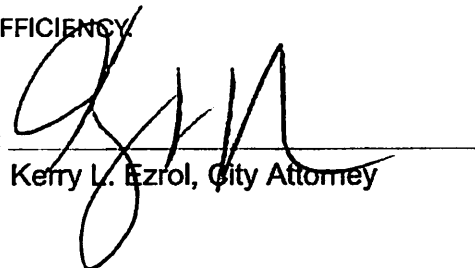
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APPROVED AS TO FORM AND LEGAL

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SUFFICIENCY.

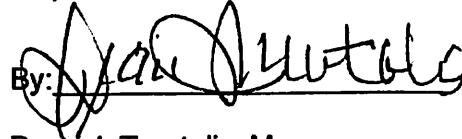
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By: 
Kerry L. Ezrol, City Attorney

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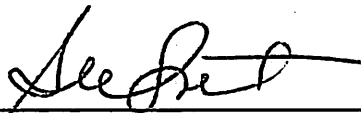
City of Fort Lauderdale, a Florida municipal
corporation

By: 

Dean J. Trantalis, Mayor.

This 17 day of Dec, 2024.

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By: 
Susan Grant, Acting City Manager

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By: 
David R. Solomon, City Clerk



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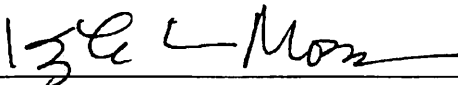
APPROVED AS TO FORM AND LEGAL

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SUFFICIENCY BY: D'Wayne M. Spence, Interim City Attorney

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By: 

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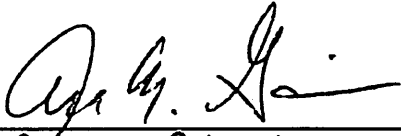
Kimberly Cunningham Mosley, Assistant City Attorney

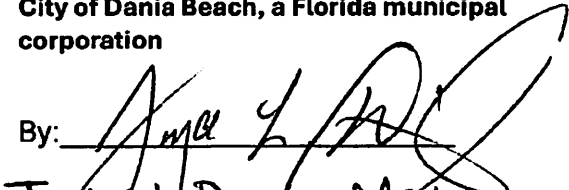
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City of Dania Beach, a Florida municipal
corporation

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By: 
Ana M. Garcia [City Manager]

By: 
Joyce L. Davis, Mayor
This 10 day of December, 2024.

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Attest:

By: 
Elena Rivera
City Clerk

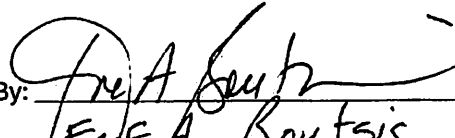


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APPROVED AS TO FORM AND LEGAL

SUFFICIENCY:

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By: 
EVE A. Boutsis,
City Attorney.

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

DocuSigned by:

By:

Josh Levy

This 3.00 day of February, 2024.

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By: _____

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Attest:

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DocuSigned by:

Patricia A. Conny

By:

city clerk

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APPROVED AS TO FORM AND LEGAL

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SUFFICIENCY:

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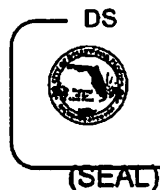
DocuSigned by:

Damaris Henlon

By:

Interim City Attorney

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City of Hallandale Beach, a Florida
municipal corporation

By: _____

Jeremy Earle, City Manager

This 24th day of December, 2024.

By: _____

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Attest:

By: _____

Anastacia DeLea for
Deputy City Clerk
CITY CLERK

(SEAL)



APPROVED AS TO FORM AND LEGAL

SUFFICIENCY:

By: _____

Jennifer Merino
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Jennifer Merino, City Attorney

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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 Crossing Closure	
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)

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Exhibit "C" – Local Match Budget Estimate

Local Government	Cost Estimates of Improvements	80% Federal	20% Local Match	County's Local Match	Cities' Local Match	Cities' Contingency	Cities' Total
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
Total Cities:	\$ 14,469,430	\$ 11,575,544	\$ 2,893,886	\$ 1,398,886	\$ 1,495,000	\$ 299,000	\$ 1,794,000
Broward County	\$ 4,830,569	\$ 3,864,455	\$ 966,114	\$ 966,114			
Grand Total:	\$ 19,299,998	\$ 15,439,999	\$ 3,860,000	\$ 2,365,000	\$ 1,495,000		

Exhibit "D" – Notices

Brightline: Brightline Trains Florida LLC
Attn: Patrick Goddard, President
350 NW 1st Ave., Suite 200
Miami, Florida 33128

With a copy to:

Cynthia Bergmann
Chief Legal Officer
Brightline Trains Florida LLC
350 NW 1st Ave., Suite 200
Miami, Florida 33128

BMPO: Broward Metropolitan Planning Organization
Attn: Executive Director
100 West Cypress Creek Road, Suite 650
Fort Lauderdale, Florida 33309

With a Copy to:

Alan L. Gabriel, Esq.
BMPO General Counsel
200 East Broward Blvd., Suite 1900
Fort Lauderdale, Florida 33301

County:

Broward County

Attn: Monica Cepero, County Administrator

115 S. Andrews Avenue, Suite 409

Fort Lauderdale, FL 33301

With a Copy to:

Broward County Attorney's Office

Attn: Andrew J. Meyers

115 S. Andrews Avenue, Suite 423

Fort Lauderdale, FL 33301

CITY:

**City of Pompano Beach
Attn: Gregory Harrison, City Manager
100 W. Atlantic Blvd.
Pompano Beach, Florida 33060**

With a Copy to:

**Mark Berman
City Attorney
100 W. Atlantic Blvd.
Pompano Beach, Florida 33060**

CITY:

City of Wilton Manors
Attn: Leigh Ann Henderson, City Manager
2020 Wilton Drive
Wilton Manors, Florida 33305

With a Copy to:

Kerry L. Ezrol
City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 E. Commercial Blvd., Suite 200
Fort Lauderdale, Florida 33308

CITY:

**City of Fort Lauderdale
City Manager
101 NE 3rd Ave., Suite 2100
Fort Lauderdale, Florida 33301**

With a Copy to:

**City Attorney 's Office
D'Wayne M. Spence, Interim City Attorney
1 East Broward Blvd., Suite 1320
Fort Lauderdale, Florida 33301**

CITY:

**City of Dania Beach
Attn: Ana M. Garcia
City Manager
100 W. Dania Beach Blvd.
Dania Beach, Florida 33004**

With a Copy to:

**Eve A. Boutsis
City Attorney
100 W. Dania Beach Blvd.
Dania Beach, Florida 33004**

CITY:

**City of Hollywood
Attn: Ms. Raelin Storey
2600 Hollywood Blvd.
Hollywood, Florida 33022**

With a Copy to:

**Ms. Damaris Henlon
City Attorney
2600 Hollywood Blvd.
Hollywood, Florida 33022**

CITY:

**City of Hallandale Beach
Attn: Dr. Jeremy Earle, City Manager
400 South Federal Highway
Hallandale Beach, Florida 33009**

With a Copy to:

**Jennifer Merino
City Attorney
400 South Federal Highway
Hallandale Beach, Florida 33009**