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RESOLUTION NO. 2025 - 151

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION
OF THE CITY OF HALLANDALE BEACH, FLORIDA,
APPROVING LETTER AGREEMENT AMENDING THE
EXISTING 1969 CROSSING AGREEMENTS BETWEEN THE
CITY OF HALLANDALE BEACH, THE FLORIDA EAST
COAST RAILWAY, AND BRIGHTLINE TRAINS FLORIDA,
LLC; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, pursuant to Chapter 23, Section 23-6, Award of Contract, the City
Manager shall have the authority to recommend to the City Commission award of contracts;
and

WHEREAS, on October 30, 2024, the City Commission of Hallandale Beach adopted
Resolution NO. 2024-110 approving the Grant Participation and Reimbursement Agreement
between the City and Brightline Trains Florida LLC (Brightline), for the implementation of the
Railroad Crossing Elimination Program Grant as part of the Broward County Sealed Corridor
Project along the Florida East Coast Railway and Brightline Corridor, which confirmed the
City's local match of Two Hundred Eight Thousand, One Hundred and Eighty-Four Dollars
(\$208,184) representing the City's 20% local share for the safety improvements; and

WHEREAS, on September 5, 2025, Brightline sent to the City a draft letter agreement
between Brightline, the Florida East Coast Railway (FECR), and the City amending two
existing Crossing Agreements from 1969, which letter outlines each party's role in the
federally funded Broward County Sealed Corridor Project and requests the City's acceptance
and agreement; and

WHEREAS, as part of the amendment, the two crossings are included in the Sealed
Corridor Project, led by Brightline with Broward Metropolitan Organization's (BMPO) support,
which enhances safety at 21 crossings, including within the City, while preserving the Quiet
Zone and limiting the City's financial exposure; and

34 **WHEREAS**, under the existing 1969 Crossing Agreements, FECR is responsible for
35 maintenance costs within its right-of-way currently, and the City is responsible for 50% of the
36 signal maintenance costs at the NE 3rd Street and SE 3rd Street crossings, with FECR
37 covering the remaining 50%, but the September 5, 2025 Agreement would require the City of
38 Hallandale Beach to become fully responsible for signal maintenance and railroad track costs,
39 creating additional financial responsibility for the City in the future; and
40

41 **WHEREAS**, Staff recommends that the Mayor and City Commission authorize
42 entering into the September 5, 2025 letter agreement amending the existing 1969 crossing
43 agreements between the City, FECR and Brightline to include two railroad crossings in a
44 federally funded safety project administered by the BMPO, pursuant to which Brightline will
45 construct the improvements, and the City will assume responsibility for payment to FECR for
46 all future maintenance of the crossings tracks and signals, and authorize the City Manager
47 to execute relating documents.
48

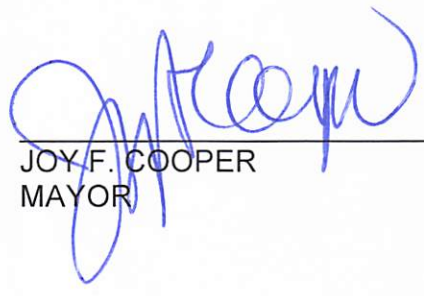
49 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY**
50 **COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA:**
51

52 **SECTION 1.** The foregoing "Whereas" clauses are incorporated herein.
53

54 **SECTION 2.** The Mayor and City Commission hereby approve the letter agreement
55 amending the existing 1969 crossing agreements between the City, the Florida East Coast
56 Railway, and Brightline Trains Florida LLC, attached as Exhibit "A," to include two railroad
57 crossings in a federally funded safety project administered by the BMPO, pursuant to which
58 Brightline will construct the improvements, pursuant to which the City will assume
59 responsibility for payment to the Florida East Coast Railway for all future maintenance of the
60 crossings tracks and signals, and authorize the City Manager to execute relating documents.
61

62 **SECTION 3. Effective Date.** This Resolution shall take effect immediately upon its
63 passage and adoption.
64

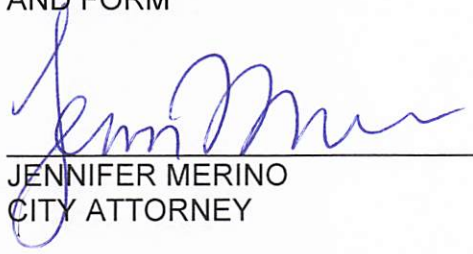
65
66 **APPROVED AND ADOPTED** this 5th day of November, 2025.


JOY F. COOPER
MAYOR

SPONSORED BY: CITY ADMINISTRATION
ATTEST:


JENORGEN GUILLEN
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY
AND FORM


JENNIFER MERINO
CITY ATTORNEY

FINAL VOTE ON ADOPTION

Mayor Cooper	<u>Yes</u>
Vice Mayor Lazarow	<u>Yes</u>
Commissioner Adams	<u>Yes</u>
Commissioner Butler	<u>Absent</u>
Commissioner Lima-Taub	<u>Yes</u>



September 5, 2025

Dr. Jeremy Earle
City Manager
City of Hallandale Beach
400 South Federal Highway
Hallandale Beach, FL 33009

Re: Agreement between Florida East Coast Railway, L.L.C. ("FECR"), City of Hallandale Beach (the "Licensee") and Brightline Trains Florida LLC ("Brightline") with regard to the documents listed on Exhibit A hereto (as amended and assigned to date, the "Crossing Agreements") relating to the crossings referenced therein (the "Crossings")

Dear Dr. Earle:

This letter shall serve to memorialize the agreement reached between Licensee, FECR, and Brightline relating to those certain Crossing Agreements set forth in Exhibit A attached hereto that govern the Crossings (as such Crossings are more particularly defined in the Crossing Agreements) and terms relating to the construction, maintenance, and safety of such Crossings. Specifically, and without modification to any other term, obligation or condition set forth in the Crossing Agreements, Licensee, FECR, and Brightline hereby agree to the following terms and conditions, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties:

- The Broward Metropolitan Planning Organization ("BMPO") is the recipient of a federal grant pursuant to the Railroad Crossing Elimination Program ("RCEP Grant") which will help fund the Broward County Sealed Corridor Project (the "Project"), which aims to improve safety in Broward County, Florida, by installing enhancements at 21 grade crossings along the Florida East Coast Rail Corridor ("Corridor"), which is owned by FECR and is currently shared by FECR, which operates freight rail, and Brightline, which provides intercity passenger rail service.
- The initial development and construction of the Project will be funded by the RCEP Grant and funds provided by Broward County (the "County") and the participating municipalities (each a "City", and collectively, the "Cities", and together with the County, each a "Participant" and collectively, the "Participants") (the "Project Costs").
- Licensee is a Participant of the Project and wishes to include the Crossings in the Project.
- Brightline shall construct the Project and shall be reimbursed for the Project Costs pursuant to the Subrecipient Agreement between Brightline and BMPO for the RCEP Grant for the Project (the "Subrecipient Agreement") and the various Grant Participation and

350 NW 1st Avenue, Suite 200, Miami, FL 33128
GoBrightline.com | Office: 305-521-4801

Reimbursement Agreements for the Implementation of the RCEP Grant for the Project along the Corridor within Broward County, Florida, with each of the Participants (each a "Reimbursement Agreement", and collectively, the "Reimbursement Agreements").

- FECR is neither a party to the Subrecipient Agreement nor a party to the Reimbursement Agreements and nothing in this letter shall incorporate FECR being a party to the Subrecipient Agreement or the Reimbursement Agreements.
- Neither the Subrecipient Agreement nor the Reimbursement Agreements are attached or part of this letter.
- FECR is not responsible for constructing the Project or for the Project Costs or any maintenance costs going forward for the listed crossings below.

In consideration of the foregoing, Licensee confirms the following:

- The Crossings, as improved for the Project, shall continue to be governed by the Crossing Agreements between Licensee and FECR. Except for its share of the Project Costs pursuant to the Reimbursement Agreement between Brightline and the Licensee, the Licensee shall not be responsible for the Project Costs but shall be liable for any and all other costs due under the Crossing Agreements with respect to the Crossings as improved by the Project. For avoidance of doubt, the Licensee will be responsible for 100% of all maintenance (track and signal) performed by FEC in the future at the listed crossings below.
- Brightline is an intended third-party beneficiary of the Crossing Agreements, with the right to enforce the terms and conditions thereof.
- Except as expressly provided herein with regard to the planned Project improvements to the Crossings, the Project Costs and Brightline's beneficiary status, all of the terms, conditions, covenants, agreements, and understandings contained in the Crossing Agreements shall remain unchanged and in full force and effect, and the same are hereby expressly ratified and confirmed by the Licensee. This includes, without limitation, the Licensee's continuing obligations related to construction, maintenance, safety, future changes and upgrades to the Crossings and the reimbursement of costs, all of which would continue to be governed by the Crossing Agreements.

If these terms are acceptable, please sign this letter in the space provided at the end of this signature page and return that signed document to Brightline. To facilitate this process, it is agreed that this letter may be executed in counterparts, each of which will be deemed to be an original copy of this letter and all of which, when taken together, will be deemed to constitute one and the same agreement. It is also agreed that signed counterparts may be transmitted electronically (as an Adobe PDF file) or by facsimile, and that delivery in that way shall have the same force and effect as the delivery of original signatures. Also, this letter will be construed in accordance with the laws of the State of Florida, without regard to conflict of laws principles. Please understand, however, that the terms of this letter and any offer presented herein will expire and shall be null and void on the date that is 120 days of the date hereof if it has not been executed and returned to Brightline by then.

Sincerely,

Brightline Trains Florida LLC

By: _____

Print Name: _____

Print Title: _____

Florida East Coast Railway L.L.C.

By: _____

Print Name: _____

Print Title: _____

AGREED, ACKNOWLEDGED AND CONFIRMED:

City of Hallandale Beach

By: _____

Print Name: _____

Print Title: _____

Exhibit A
Crossing Agreements Listing

Location/City	Mile Post	Street Name	DOT #	Agreement Holder	License Agreement Date
HALLANDALE BEACH	350+1598	NE 3RD ST	272591F	City of HALLANDALE BEACH	7/15/1969
HALLANDALE BEACH	350+4272	SW/SE 3RD ST	272593U	City of HALLANDALE BEACH	7/15/1969