

**CITY OF HOLLYWOOD  
INTEROFFICE MEMORANDUM**

**TO:** Mayor and Commissioners

**DATE:** November 3, 2015

**FROM:** Jeffrey P. Sheffel  
City Attorney

**SUBJECT:** Proposed Railroad Reimbursement Agreement with FDOT and South Florida Regional Transportation Authority (SFRTA) for Grade Crossing and Crossing Control Devices being made within the South Florida Rail Corridor at the Taft Street Crossing (Sheridan Stationside).

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I have reviewed the above captioned agreement for form and legality. The general business terms and other significant provisions are as follows:

- 1) Department/Division involved – Dept. of Public Works
- 2) Type of Agreement – Railroad Reimbursement Agreement
- 3) Method of Procurement (RFP, bid, etc.) – n/a
- 4) Term of Contract
  - a) initial – perpetual.
  - b) renewal - n/a
  - c) who exercises option to renew - n/a
- 5) Contract Amount – \$420,723.43 (Sheridan Station will be responsible for payment obligation associated with the railroad improvements). This amount is based upon SFRTA’s estimate from their contractor. City will continue to be responsible for 50% of the expense for maintenance associated with the traffic control devices.
- 6) Termination rights – Should the use of said crossing be abandoned due to the removal of the roadway then all rights granted to City will cease and terminate, and City will at its sole cost remove said crossing and restore the property to the condition previously found.
- 7) Indemnity/Insurance Requirements – All contractors in the SFRTA are required to have Railroad Protective Public Liability and Railroad Protective Property Damage Liability Insurance.
- 8) Scope of Services – Stationside Partners, LLC (the Developer for Sheridan Station) is required to complete certain improvements on Taft Street west of the Project which includes the improvement and widening of Taft Street at the point where Taft Street crosses the South Florida Rail Corridor. In order to facilitate the Railroad improvements within the South Florida Rail Corridor, FDOT and SFRTA require the City to enter into the proposed agreement and pay

certain costs. Developer under a separate agreement with the City will be responsible for payment obligations and certain other obligations under the Railroad Reimbursement Agreement.

9) City's prior experience with Vendor (if any) - Yes.

10) Other significant provisions- n/a

cc: Wazir A. Ishmael, Ph.D., City Manager