

**SUPPLEMENTAL GRANT PARTICIPATION AND REIMBURSEMENT AGREEMENT
FOR THE IMPLEMENTATION OF THE RAILROAD CROSSING ELIMINATION
GRANT PROGRAM “BROWARD COUNTY SEALED CORRIDOR” IMPROVEMENTS
AT GARFIELD STREET CROSSING WITH THE FLORIDA EAST COAST RAILWAY
WITHIN THE CITY OF HOLLYWOOD, FLORIDA**

THIS AGREEMENT is made as of this _____ day of _____, 2025, by and between the City of Hollywood, a Florida municipal corporation hereinafter referred to as “City” and Brightline Trains Florida LLC, a Delaware Limited Liability Company, referred to as “Brightline”.

WHEREAS, on December 4, 2024, the City Commission adopted Resolution No. R-2024-395 (Exhibit “A”) authorizing execution of the Grant Participation and Reimbursement Agreement with Brightline for implementation of the Federal Railroad Administration Railroad Crossing Elimination Program Grant, hereinafter referred to as “Agreement” for the Broward County Sealed Corridor project, hereinafter referred to as “Project”, with an estimated City contribution of \$330,811.00 and a not-to-exceed amount of \$533,628.00; and

WHEREAS, at the same meeting, the City Commission directed that the Garfield Street Crossing remain open, a condition not reflected in the Project or in the financial terms of the Agreement; and

WHEREAS, the estimated cost for the City Commission’s request for quad-gates safety improvements at the Garfield Street Crossing to remain open is approximately \$886,166.00, an amount not included in the Agreement; and

WHEREAS, the City is responsible for any cost overage under the terms of the Agreement; and

WHEREAS, the estimated additional cost associated with keeping the Garfield Street Crossing open and completing required quad-gates safety improvements is approximately \$314,000.00, which shall be solely funded by the City, excluding the applicable federal share; and

WHEREAS, the existing Garfield Street Crossing signal housing remains in its current location within the FEC railroad right-of-way unless the City elects to relocate it; and

WHEREAS, the City shall be solely responsible for all actual costs associated with the relocation of the signal housing should the City direct Brightline or Florida East Coast Railway to relocate the signal house now or in the future; and

WHEREAS, the City is solely responsible for securing funding and for initiating, implementing, and completing the traffic signalization or approved traffic control measures by participating agencies, as required, to work in conjunction with the proposed quad-gates at the Garfield Street Crossing in accordance with applicable warrants and approvals from all participating agencies including Broward County, Florida East Coast Railway, and Florida Department of Transportation; and

WHEREAS, the quad-gates safety improvements at the Garfield Street Crossing shall not be placed into operation until the necessary traffic signalization or traffic control measures, as approved by the participating agencies, are fully installed and operational; and

WHEREAS, this Agreement shall constitute the entire agreement between the City and Brightline for the use of funds received pursuant to this Agreement for the Garfield Street Crossing, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the City and Brightline with respect to this Agreement. No prior written contemporaneous oral promises or representations shall be binding.

WHEREAS, this Agreement shall not be amended except by a written instrument signed by all parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with venue for any litigation arising out of this Agreement to be in the appropriate federal or state court located in Broward County, Florida.

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WITHIN THE CITY OF HOLLYWOOD, FLORIDA**

IN WITNESS WHEREOF, the undersigned has signed and sealed this Instrument on the respective date under its signature below and certifies that he/she has the authority to execute this Instrument.

THE CITY OF HOLLYWOOD, a municipal
corporation

WITNESSES:

Signature

(Print Name)

(insert address above)

Signature

(Print Name)

(insert address above)

By: _____

Mayor

Josh Levy

Print Name

Mayor

Title

____ day of _____, 20____

**SUPPLEMENTAL GRANT PARTICIPATION AND REIMBURSEMENT AGREEMENT
FOR THE IMPLEMENTATION OF THE RAILROAD CROSSING ELIMINATION
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AT GARFIELD STREET CROSSING WITH THE FLORIDA EAST COAST RAILWAY
WITHIN THE CITY OF HOLLYWOOD, FLORIDA**

Attest:

By: _____

Patricia A. Cerny, MMC
City Clerk

Approve as to Form:

By: _____

Damaris Helon,
Interim City Attorney

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization, this ____ day of _____, 20__, by JOSH LEVY, MAYOR, on behalf of CITY OF HOLLYWOOD, a municipal corporation of the State of Florida, [] who is personally known to me or [] who has produced _____ as identification.

Notary Public:

(Notary Seal)

Signature

Print Name

State of Florida

My Commission Expires: _____

Commission Number: _____

**SUPPLEMENTAL GRANT PARTICIPATION AND REIMBURSEMENT AGREEMENT
FOR THE IMPLEMENTATION OF THE RAILROAD CROSSING ELIMINATION
GRANT PROGRAM “BROWARD COUNTY SEALED CORRIDOR” IMPROVEMENTS
AT GARFIELD STREET CROSSING WITH THE FLORIDA EAST COAST RAILWAY
WITHIN THE CITY OF HOLLYWOOD, FLORIDA**

“BRIGHTLINE”

BRIGHTLINE TRAINS FLORIDA, LLC

WITNESSES:

By: _____
Print Name: _____

By: _____
Print Name: _____

By _____
Patrick Goddard, President

____ day of _____, 2025.

Exhibit “A” – Resolution R-2024-395

RESOLUTION NO. R-2024-395

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE GRANT PARTICIPATION AND REIMBURSEMENT AGREEMENT WITH BRIGHTLINE TRAINS FLORIDA LLC FOR THE IMPLEMENTATION OF THE RAILROAD CROSSING ELIMINATION PROGRAM GRANT, WITH AN ESTIMATED CITY CONTRIBUTION OF \$330,811.00 AND A MAXIMUM NOT TO EXCEED AMOUNT OF \$533,628.00.

WHEREAS, on June 23, 2022, the Broward Metropolitan Planning Organization ("MPO") hosted a town hall with the Federal Railroad Administration ("FRA"), local governments, and transportation partners to discuss railroad safety, and during that town hall, FRA's concerns were raised about the County's Quiet Zone due to multiple fatalities along the Florida East Coast ("FEC") railway corridor; and

WHEREAS, the FRA announced at the town hall meeting that it would review the FEC corridor, emphasizing the need for local and regional partners to collaborate on interventions and improvements to prevent further fatalities while maintaining the Quiet Zone; and

WHEREAS, FRA's suggested strategies included:

- Trespassing mitigation
- Elimination of grade crossings
- Installation of safety equipment (e.g., quad gates, hardened medians)
- Enhanced public safety campaigns
- Stricter enforcement of traffic laws

; and

WHEREAS, the MPO collaborated with Broward County and the municipalities located along the FEC corridor to demonstrate a commitment to both public safety and the Quiet Zone and lead the response to the FRA with an action plan; and

WHEREAS, on October 10, 2022, on behalf of Broward County, the cities of Dania Beach, Fort Lauderdale, Hallandale Beach, Hollywood, Pompano Beach, and Wilton Manors, the MPO applied for the FRA Railroad Crossing Elimination Program ("RCEP") Grant to fund the Broward County Sealed Corridor project for safety improvements at 21 crossings over 26 miles of FEC railway; and

WHEREAS, on June 5, 2023, the MPO received a Notice of Award of \$15,440,000.00 in RCEP Grant funds from the FRA for the Broward County Sealed Corridor project; and

WHEREAS, over the past year, the MPO and Brightline have prepared preliminary plans for the 26 crossing improvements at 21 FEC at-grade crossings identified in the Grant application, prepared the National Environmental Policy Act requirements, and addressed project-specific terms and conditions with the FRA for the RCEP Grant; and

WHEREAS, the MPO is requiring the cities and Broward County to enter into the agreement with Brightline Trains Florida LLC, attached as Exhibit 1; and

WHEREAS, following the approval of this Agreement, the MPO will be positioned to proceed with executing the Subrecipient Agreement with Brightline Trains Florida LLC and the grant agreement with the FRA, and upon the execution of the FRA grant agreement, the project's final design phase is anticipated to take approximately six months, followed by an estimated 20-month period for the completion of the safety improvements; and

WHEREAS, Broward County is planning to contribute approximately \$2,365,000.00 from currently budgeted resources toward the local match requirement for the project, out of which \$966,114.00 will fund the 20% match of the Broward County improvements and \$1,398,886.00 to fund a portion of the municipal local matches as shown in the attached Exhibit C; and

WHEREAS, funding for the City's contribution was included in the amended FY 2025 Capital Improvement Plan and is available in account number 336.149901.54100.560003.001123.000.000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That it approves railroad crossing improvements at Johnson Street and Washington Street. For Garfield Street, the City shall work with partnering agencies over the next 12 months to identify additional funding if needed for necessary safety improvements that do not include the closure of the crossing at Garfield. If not initiated within the next 12 months, the City Commission may reconsider potentially closing the Garfield Crossing.

Exhibit 1

**GRANT PARTICIPATION AND REIMBURSEMENT AGREEMENT 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, FLORIDA**

THIS AGREEMENT is made as of this ____ day of _____, 2024, by and between Brightline Trains Florida LLC, a Delaware limited liability company, ("Brightline" or "Contractor"), and the Cities of Dania Beach, a Florida municipal corporation, Fort Lauderdale, a Florida municipal corporation, Pompano Beach, a Florida municipal corporation, Hallandale Beach, a Florida municipal corporation, Hollywood, a Florida municipal corporation, and Wilton Manors, a Florida municipal corporation, (the "Cities") and Broward County, Florida, a political subdivision of the state of Florida (the "County").

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

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

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

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

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

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

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

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

Exhibit 1

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

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

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

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

7. Brightline shall require that each contract and subcontract with a qualified contractor hired to perform construction work on the Project include a provision naming each AHJ as a third-party beneficiary for any portion of such contract or subcontract relating to improvements within such AHJ's property or right-of-way. Brightline shall furnish each AHJ a copy of such contract or subcontract upon request by the applicable AHJ prior to authorizing any construction work to be commenced on such AHJ's property or right-of-way. In the alternative to contractual language naming each AHJ as an intended third-party beneficiary, Brightline may ensure that each contractor obtain a policy of insurance covering claims brought by Brightline and/or an AHJ relating to construction defects for work performed by such Contractor (and all

Exhibit 1

applicable subcontractors) with a term covering a period of time equal to seven (7) years after the final completion and acceptance of the construction work, with each AHJ named as an additional insured under such policy for construction work located on property owned by AHJ or within the AHJ's right-of-way.

8. As set forth in Exhibit C, the County shall pay Brightline an amount not to exceed \$966,114 for design and construction of the County Improvements ("County Funds"). Brightline shall submit to the BMPO and the County monthly invoices specifying the work performed during the preceding month on each County Improvement. The BMPO shall be responsible to ensure monthly invoices are submitted to the County for twenty percent (20%) of the cost for such work. The County 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 County shall provide its comments, if any, for the monthly invoices within five (5) business days from the BMPO's receipt of the monthly invoice. The County shall pay the undisputed invoice amounts within thirty (30) days of the BMPO's receipt of an invoice. Within sixty (60) days after final completion of a County Improvement, Brightline will provide the BMPO with a final invoice. The BMPO shall then submit monthly invoices to the County for twenty percent (20%) of the cost of the final invoice. The County shall pay the undisputed amount of the invoices within thirty (30) days thereafter.

9. If at any time Brightline becomes aware that the cost of completion of the County Improvements may result in the County being invoiced for an amount that is more than its portion of the Local Match for the County Improvements ("County Overage"), then Brightline shall promptly notify the BMPO and the County. Prior to execution of an agreement (Contract, Change Order, etc.) that will exceed the County Overage, Brightline will work with its contractors, BMPO and the County to provide best industry practice solutions to mitigate the County Overage to the greatest extent possible. Brightline shall not perform any work or incur any costs with respect to the County Improvements that result in a County Overage without the County's written agreement. If the County approves an expenditure with respect to a County Overage, Brightline shall submit invoices for the County Overage to the BMPO and the County. If the County does not approve an expenditure with respect to a County Overage, Brightline shall have the right to stop work and/or, to the extent approved by FRA, modify the scope of the County Improvements to keep the County Improvements within the allocated budget for the Project. If Brightline elects to stop work on the applicable County Improvement because a modification of the scope has not been approved by the FRA 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 County Overage is approved as provided in this section, the BMPO shall submit a prorated invoice for the approved County Overage to each City, which shall be paid by the Cities with any available City contingency funds to satisfy the cost of the County Overage. Each City shall pay the undisputed invoice amounts within thirty (30) days of the BMPO's receipt of an invoice. Upon exhaustion of all City contingency funds, BMPO shall submit any remaining invoices for a County Overage to the County. The County shall pay the undisputed invoice amounts within thirty (30) days of the BMPO's receipt of an invoice.

10. As set forth in Exhibit C, as may be amended, the County shall pay Brightline an amount not to exceed \$1,398,886 ("County's Local Match") towards completion of the City 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

Exhibit 1

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

Exhibit 1

184 to cooperate with Brightline with respect to the necessary permits for the Project, and each will
185 waive all applicable permitting fees and any requirements to furnish a security instrument,
186 payment bond, or performance bond associated with the portion of the Project in each such party's
187 respective jurisdiction.

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

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

210 The County and the Cities may audit the books, records, and accounts of Brightline that are
211 related to this Agreement. Brightline shall keep such books, records, and accounts as may be
212 necessary in order to record complete and correct entries related to this Agreement. Brightline
213 shall preserve and make available, at reasonable times for examination and audit by the County
214 and the Cities all financial records, supporting documents, statistical records, and any other
215 documents pertinent to this Agreement for the required retention period of the Florida Public
216 Records Act (Chapter 119, Florida Statutes) and corresponding retention schedules, or for a
217 minimum of three (3) years after expiration or termination of this Agreement, whichever is longer.
218 If any audit has been initiated and audit findings have not been resolved at the end of the retention
219 period or three (3) years, whichever is longer, the books, records, and accounts shall be retained
220 until resolution of the audit findings. If a public records request is made to County or one or more
221 Cities for any Brightline records related to this Agreement, then the County or Cities to which the
222 request is made shall determine whether such records must be provided in response to the
223 request pursuant to the Florida Public Records Act, in which case Brightline shall comply with all
224 requirements thereof. If Brightline receives a request for the County's or one or more Cities' public
225 records regarding this Agreement, Brightline will promptly notify the applicable Party in writing and
226 provide all requested records to the County or Cit(ies) (as applicable), to enable that entity to
227 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.

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

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

Exhibit 1

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WITNESSES:

Brightline Trains Florida LLC

By:

Print Name: _____

Patrick Goddard, President

Print Name: _____

Exhibit 1

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Broward County

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By: _____

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By: _____

This ____ day of _____, 2024.

[_____]

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302 By: _____

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(SEAL)

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APPROVED AS TO FORM AND LEGAL

307 SUFFICIENCY:

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309 By: _____

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Exhibit 1

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municipal City of Pompano Beach, a Florida
corporation

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By: _____

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By: _____

This ____ day of _____, 2024.

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[_____]

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325 Attest:

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By: _____

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(SEAL)

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APPROVED AS TO FORM AND LEGAL

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SUFFICIENCY:

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By: _____

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Exhibit 1

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**City of Wilton Manors, a Florida municipal
corporation**

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By: _____

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By: _____

[_____]

This ____ day of _____, 2024.

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Attest:

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By: _____

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(SEAL)

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APPROVED AS TO FORM AND LEGAL

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SUFFICIENCY:

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By: _____

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Exhibit 1

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municipal City of Fort Lauderdale, a Florida
corporation

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By: _____

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By: _____

This ____ day of _____, 2024.

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[_____]

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Attest:

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By: _____

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(SEAL)

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APPROVED AS TO FORM AND LEGAL

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SUFFICIENCY:

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By: _____

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Exhibit 1

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**City of Dania Beach, a Florida municipal
corporation**

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By: _____
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By: _____
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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:

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By: _____

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Exhibit 1

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

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By: _____

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By: _____

[_____]

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:

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By: _____

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Exhibit 1

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**City of Hallandale Beach, a Florida
municipal corporation**

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By: _____
_____.

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By: _____
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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:

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By: _____

Exhibit 1

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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 Improvement (per funding allocation) |
| 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 Estimati

| 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 | | |

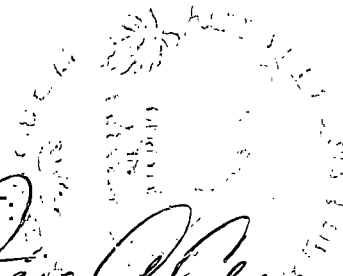
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE GRANT PARTICIPATION AND REIMBURSEMENT AGREEMENT WITH BRIGHTLINE TRAINS FLORIDA LLC FOR THE IMPLEMENTATION OF THE RAILROAD CROSSING ELIMINATION PROGRAM GRANT, WITH AN ESTIMATED CITY CONTRIBUTION OF \$330,811.00 AND A MAXIMUM NOT TO EXCEED AMOUNT OF \$533,628.00.

Section 3: That it approves and authorizes the execution, by the appropriate City officials, the attached Project Agreement with Brightline Trains Florida LLC for the implementation of the Railroad Crossing Elimination Program Grant for the Broward County Sealed Corridor Project along the Florida East Coast Railway and Brightline Corridor within Broward County, Florida.

Section 4: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 4 day of December, 2024.

ATTEST:



PATRICIA A. CERNY, MMC
CITY CLERK


JOSH LEVY, MAYOR

APPROVED AS TO FORM:


DOUGLAS R. GONZALES
CITY ATTORNEY