

RESOLUTION NO.

R-2026-027

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, AUTHORIZING THE EXECUTION OF A LETTER AGREEMENT BETWEEN THE CITY OF HOLLYWOOD, FLORIDA EAST COAST RAILWAY, LLC, AND BRIGHTLINE TRAINS FLORIDA LLC, MODIFYING EXISTING CROSSING AGREEMENTS FOR THE GARFIELD STREET, JOHNSON STREET, AND WASHINGTON STREET CROSSINGS PARTICIPATING IN THE BROWARD COUNTY SEALED CORRIDOR PROJECT FUNDED THROUGH THE FEDERAL RAILROAD CROSSING ELIMINATION PROGRAM GRANT ADMINISTERED BY THE BROWARD METROPOLITAN PLANNING ORGANIZATION.

WHEREAS, the City previously entered into Crossing Agreements with the Florida East Coast Railway, LLC ("FECR") for the construction, maintenance, and operation of at-grade railroad crossings within the City, including the crossings located at Garfield Street (DOT #272582G, dated March 22, 1927), Johnson Street (DOT #272584V, dated November 9, 1977), and Washington Street (DOT #272589E, dated June 7, 1972); and

WHEREAS, FECR owns and maintains the Florida East Coast Railway Corridor ("Corridor"), which is shared with Brightline Trains Florida LLC ("Brightline") for intercity passenger rail service; and

WHEREAS, the Broward Metropolitan Planning Organization ("BMPO") has been awarded a federal Railroad Crossing Elimination Program ("RCEP") Grant to improve safety along the Corridor by installing enhancements at twenty-one (21) grade crossings within Broward County as part of the Broward County Sealed Corridor Project ("Project"); and

WHEREAS, the City Commission previously adopted Resolution No. R-2024-395 authorizing the City's participation in the RCEP Grant Program and Resolution No. R-2025-218 approving the City's Supplemental Agreement with Brightline and FECR for safety improvements at the Garfield Street Crossing; and

WHEREAS, Brightline has been designated by the BMPO as the construction lead for the Project and will implement the improvements at the participating municipalities' crossings using federal and local matching funds; and

WHEREAS, with the RCEP Project improvements, the existing Crossing Agreements responsibilities require clarification; and

WHEREAS, FECR and Bright have proposed a Letter Agreement, attached as Exhibit "1," between FECR, Brightline, and the City of Hollywood to ensure continuity of responsibilities of the Crossing Agreements; and

WHEREAS, under the proposed Letter Agreement, Brightline will construct the improvements and be reimbursed pursuant to its Subrecipient Agreement with the BMPO, while the City will contribute its proportional local share under a separate Reimbursement Agreement; and

WHEREAS, the Letter Agreement modifies the City's maintenance responsibility for the Garfield Street crossing from fifty percent (50%) to one hundred percent (100%) with no changes to maintenance responsibility are proposed for Washington Street and Johnson Street crossings as current maintenance responsibility is already at one hundred percent (100%); and

WHEREAS, the Letter Agreement further provides that the existing FECR Crossing Agreements shall remain in full force and effect and that, upon completion of the improvements, the City shall remain responsible for all ongoing maintenance costs, including track and signal maintenance, for the improved crossings; and

WHEREAS, funding for signal maintenance, and crossing surface maintenance of all active FECR crossings within the City limits are budgeted annually in accordance with the terms and cost provisions established in the existing Crossing Agreements.

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 and authorizes the execution, by the appropriate City officials, of the attached Letter Agreement between the City of Hollywood, Florida East Coast Railway, LLC, and Brightline Trains Florida LLC, attached as Exhibit "1," together with such non-material changes as may be subsequently agreed to by the City Manager and approved as to form and legal sufficiency by the City Attorney.

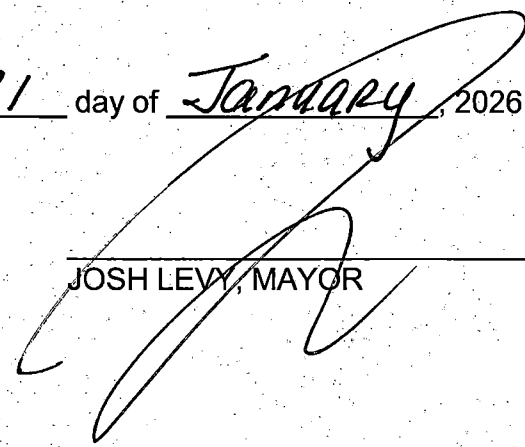
Section 3: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, AUTHORIZING THE EXECUTION OF A LETTER AGREEMENT BETWEEN THE CITY OF HOLLYWOOD, FLORIDA EAST COAST RAILWAY, LLC, AND BRIGHTLINE TRAINS FLORIDA LLC, MODIFYING EXISTING CROSSING AGREEMENTS FOR THE GARFIELD STREET, JOHNSON STREET, AND WASHINGTON STREET CROSSINGS PARTICIPATING IN THE BROWARD COUNTY SEALED CORRIDOR PROJECT FUNDED THROUGH THE FEDERAL RAILROAD CROSSING ELIMINATION PROGRAM GRANT ADMINISTERED BY THE BROWARD METROPOLITAN PLANNING ORGANIZATION.

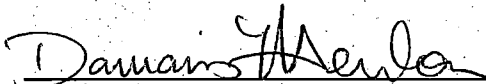
PASSED AND ADOPTED this 21 day of January, 2026.

ATTEST:


PATRICIA A. CERNY, MMC
CITY CLERK


JOSH LEVY, MAYOR

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


DAMARIS HENLON
CITY ATTORNEY

September 5, 2025

George R. Keller, Jr.
City Manager
City of Hollywood
2600 Hollywood Blvd.
Hollywood, FL 33020

Re: Agreement between Florida East Coast Railway, L.L.C. ("FECR"), City of Hollywood (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 Mr. Keller:

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 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 Hollywood

By: _____

Print Name: _____

Print Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year provided below.

**AGENCY
CITY OF HOLLYWOOD**

CITY OF HOLLYWOOD, a municipal
corporation of the State of Florida

ATTEST:

PATRICIA A. CERNY, MMC
CITY CLERK

By: _____

Print Name: _____

Print Title: _____

APPROVED AS TO FORM:

Date: _____

DAMARIS HENLON, CITY
ATTORNEY

Exhibit A
Crossing Agreements Listing

Location/City	Mile Post	Street Name	DOT #	Agreement Holder	License Agreement Date
Hollywood	348+0364	Garfield St	272582G	CITY OF HOLLYWOOD	3/22/1927
Hollywood	348+1410	Johnson St	272584V	CITY OF HOLLYWOOD	11/9/1977
Hollywood	349+1518	Washington St	272589E	CITY OF HOLLYWOOD	6/7/1972