

SUPPLEMENTAL FUNDING AGREEMENT FOR GARFIELD STREET CROSSING BETWEEN THE CITY OF HOLLYWOOD AND BRIGHTLINE TRAINS FLORIDA LLC TO SUPPLEMENT THE 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 Supplemental Funding Agreement for the Garfield Street Crossing is made this ____ day of _____, 2026 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,” collectively referred to here as the “Parties” (“Supplemental Agreement”), to supplement the 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 dated May 5, 2025, between Brightline 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, City, and Wilton Manors, a Florida municipal corporation (collectively, the “Cities”), and Broward County, Florida, a political subdivision of the State of Florida (the “County”) (the “Agreement”).

RECITALS:

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, keeping Garfield Street Crossing open will increase the City’s funding obligations beyond its portion of the Local Match; and

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

WHEREAS, pursuant to the Agreement, the Parties may enter into an agreement independent of the other Cities and County who are party to the Agreement to obligate the City to pay funds beyond its portion of the Local Match; and

WHEREAS, the Parties now desire to enter into this Supplemental Agreement in order to memorialize the City’s agreement to its obligation to fund the costs associated with keeping the

Garfield Street Crossing open and completing required quad-gates safety improvements and such other terms as reflected below.

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound, hereby agree as follows:

1. The foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are hereby incorporated into this Supplemental Agreement as if fully set forth herein.
2. 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 which was not included in the Agreement.
3. The City acknowledges and agrees that the City is responsible for any cost overage under the terms of the Agreement.
4. 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.
5. Should the City request that Brightline or Florida East Coast Railway LLC (“FEC”) relocate the existing Garfield Street Crossing signal housing from its current location now or in the future, then the City shall be solely responsible for all actual costs associated with the relocation of the signal housing, subject to the City, Brightline and FEC agreeing to the relocation.
6. 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.
7. 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.
8. This Supplemental Agreement only supplements the Agreement to the extent expressly provided herein. The Agreement remains in full force and effect.
9. The Agreement, as supplemented by this Supplemental Agreement shall constitute the entire agreement between the City and Brightline with respect to the Project as it relates to 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 the Garfield Street Crossing.

10. This Supplemental Agreement shall not be amended except by a written instrument signed by the Parties. This Supplemental 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 Supplemental Agreement to be in the appropriate federal or state court located in Broward County, Florida.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Supplemental Agreement: **CITY OF HOLLYWOOD** through its City Commission, signing by and through its Mayor, authorized to execute same, and **BRIGHTLINE TRAINS FLORIDA LLC**, signing by its Chief Executive Officer, authorized to execute same.

THE CITY OF HOLLYWOOD

ATTEST:

Patricia A. Cerny, MMC
City Clerk

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Damaris Y. Henlon, City Attorney

By: _____
Josh Levy, Mayor

_____ day of _____, 2026

WITNESSES:

Signature

Printed Name

Signature

Printed Name

WITNESSES:

By: _____

Print Name: _____

By: _____

Print Name: _____

BRIGHTLINE TRAINS FLORIDA, LLC

By _____

Patrick Goddard, Chief Executive Officer

____ day of _____, 2026.