

SUBRECIPIENT AGREEMENT
BETWEEN
BROWARD METROPOLITAN PLANNING ORGANIZATION
And
CITY OF FORT LAUDERDALE
For
“DOWNTOWN FORT LAUDERDALE MOBILITY HUB PROJECT”

This is an Agreement made and entered into by and between: **BROWARD METROPOLITAN PLANNING ORGANIZATION**, created pursuant to Section 339.175, Florida Statutes, hereinafter referred to as "BMPO,"

AND

CITY OF FORT LAUDERDALE, a political subdivision of the state of Florida, hereinafter referred to as "City,"

WHEREAS, the BMPO is a Direct Recipient in the Miami Urbanized Area of federal assistance from the Federal Transit Administration ("FTA"); and

WHEREAS, the BMPO has set aside \$3.5 Million ("Grant Funds") to reimburse the City for design and construction of improvements in the Downtown Mobility Hub area (the "Project"), which is located in the City; and

WHEREAS, the BMPO will use an FTA Grant Agreement as the mechanism to reimburse the City, as it completes specified milestones for this Project. FTA approval of the Grant Agreement is anticipated April 2015, at which time the Agreement will be an exhibit to this Agreement; and

WHEREAS, the BMPO is willing to utilize the Grant Funds to fund the Project which will be administered by the BMPO and implemented by City; and

WHEREAS, the BMPO is responsible for ensuring that the Grant Funds are properly utilized to implement the Project and that the City complies with FTA's Section 5307 grant requirements; and

WHEREAS, the BMPO will secure a State Toll Credit Revenue soft match for the FTA Grant; and

WHEREAS, the City desires to enhance the experience of pedestrians and transit passengers, walkability and other access to transit options, to encourage transit oriented development, and to spur economic development in the Downtown Mobility Hub area; and

WHEREAS, the City partnered with the BMPO and other project partners in 2011 to complete the Downtown Mobility Hub and Joint Development Initiative (JDI), which provides the blueprint and design concepts for streetscape improvements; and

WHEREAS, on February _____, 2015, the City Commission authorized the appropriate City officials to execute this Agreement with the BMPO; and

WHEREAS, on February _____, 2015, the BMPO Board authorized the appropriate BMPO officials to execute this Agreement with the City; and

WHEREAS, BMPO and City desire to enter into an Agreement whereby the duties and obligations of each party to the other are set forth therein;

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the BMPO and City agree as follows:

ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement** - means this document, Articles 1 through 11, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 **BMPO Board** – The Broward Metropolitan Planning Organization Board.
- 1.3 **BMPO Contract Administrator** - The BMPO Executive Director, or his/her designee. The primary responsibilities of the BMPO Contract Administrator are to coordinate and communicate with City.
- 1.4 **City Contract Administrator** - The Director of the City of Fort Lauderdale Transportation and Mobility Department, or designee of the Director. The primary responsibilities of the City Contract Administrator are to coordinate and communicate with BMPO and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the City Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.5 **Project** - The Project consists of the services described in Article 2.

ARTICLE 2 PURPOSE AND SCOPE

- 2.1 The purpose of this Agreement is to set out the terms and conditions for the City to provide management of the design and construction of streetscape improvements in the Downtown Fort Lauderdale Mobility Hub as identified in the

Fort Lauderdale Downtown Mobility Hub and Joint Development Initiative (JDI) completed in 2011 in partnership with the BMPO, the City of Fort Lauderdale, the South Florida Regional Transportation Authority, Fort Lauderdale Northwest-Progresso-Flagler Heights Community Redevelopment Agency (NFP-CRA), and Florida Department of Transportation (FDOT). The partner agencies conducted the JDI in conjunction with the Broward Boulevard Gateway Project that established a long-term vision for Broward Boulevard as an entryway into Downtown Fort Lauderdale east of I-95. The effort included identifying opportunities for public-private partnership to develop a Mobility Hub. The Downtown Fort Lauderdale Mobility Hub Project includes design and construction of physical improvements to achieve a high-quality user experience, seamless mobility and mode transfer, walkability and bike ability, and to catalyze transit oriented development.

2.2 The Project area (Downtown Fort Lauderdale Mobility Hub) is located within a four block area generally bounded by Broward Boulevard, Andrews Avenue, NW 4th Street, and the Florida East Coast Railroad (“FEC”) tracks. The City owns approximately four acres within the Project area. The Project focuses on connections to multiple modes of transportation, including:

- The Wave Streetcar
- The All Aboard Florida FEC commuter rail station
- Transportation Management Association (TMA) Community bus/trolleys
- Broward County Transit’s Broward Central Terminal
- Future Central Broward East-West transit extensions and stations
- Future Tri-Rail Coastal Link

2.3 The City will be responsible for administering and managing the Project in a manner satisfactory to the BMPO and consistent with the concepts for streetscape improvements and implementation recommendations developed as part of the Downtown Mobility Hub and Joint Development Initiative (JDI).

ARTICLE 3 GRANT PASS THROUGH REQUIREMENTS

3.1 Section 5307 Grant - City agrees to comply with all the terms and conditions set forth in Section 5307 grant agreement and the FTA Master Grant Agreement. A copy of the Grant agreement executed by BMPO will set out the allocation of Section 5307 funds for the Project (“Grant Agreement”) and upon execution will be attached hereto as Exhibit “A”, and the FTA Master Grant Agreement (“Master Agreement”) is located at <http://www.fta.dot.gov/documents/21-Master.pdf>. City acknowledges that this Master Agreement may be amended by FTA from time to time and City agrees to abide by any and all such amendments. The BMPO will secure a State Toll Credit Revenue soft match for the FTA Grant. In consideration for BMPO's payment to City of the Section 5307 grant funds, City shall perform the Project in

compliance with each and every applicable term and condition set forth in the Grant Agreement and the Master Agreement.

3.2 Grant Obligations - City shall comply with the applicable Section 5307 grant requirements applicable to Project, including, but not limited to compliance with requirements relating to the source of the local share, accounting, records retention, audit provisions, Disadvantaged Business Enterprise (DBE) requirements, competitive procurement, Davis Bacon Act requirements, and Buy America requirements. BMPO may enforce against City any right that FTA may enforce against BMPO pertaining to the provision of FTA funds to City from the BMPO under the Section 5307 grant.

3.3 Federal Requirements - In addition to the obligations of the Section 5307 grant, City must comply with any and all laws, statutes, rules, regulations, circulars, directives, and requirements of the federal and state government that relate to or in any manner affect the performance of public transit services and/or the Project grant funds under this Agreement. These regulations, circulars, and directives include, without limitation, the following: FTA Circular No. 4220.1F "Third Party Contracting Guidelines"; 49 CFR Part 19, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; Office of Management and Budget (OMB) 2 CFR Chapter I, Chapter II, Part 200, et al., Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards; Final Rule (<http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>); FTA "Best Practices Procurement Manual"; and any amendments or revisions to the foregoing. Anything in this Agreement to the contrary, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. City shall not perform any act, fail to perform any act, or refuse to comply with any BMPO requests which would cause BMPO to be in violation of the FTA terms and conditions related to the Grant Agreement or the Master Agreement, as may be amended by the FTA from time to time.

3.4 Progress and Financial Reports - City shall prepare narrative Progress Reports and Financial Reports on forms approved by the BMPO describing the progress of the work and expenditures for the Project funded under the Section 5307 grant quarterly (March 31, June 30, September 30, and December 31). The Progress Report must contain the following information: (1) description of the work completed during the prior period; (2) tasks expected to be completed during the next period; (3) explanations of any problems or delays encountered or anticipated; and (4) any other detail that may be reasonably requested by BMPO.

The Financial Reports must include, at a minimum, the information as described on the form attached as Exhibit "B".

Properly completed Progress and Financial Reports must be delivered to BMPO no later than 20 calendar days after the conclusion of each three month period as set forth above. Progress and Financial Reports are deliverables under this Agreement and must be reviewed and accepted by the BMPO prior to the BMPO's approval and payment of City's invoices.

- 3.5 Grant Indemnity – City's failure to reasonably perform its obligations related to the receipt of the Project Grant Funds shall constitute a material breach of this Agreement. City, to the extent permitted by law, agrees to indemnify and hold the BMPO harmless from any liability, demand, claim, penalty or any other adverse action resulting from breach by the City of its obligations related to the receipt of the Project Grant Funds, including, any demand for return of all or a portion of the Pilot Project Grant Funds (including interest and penalties). In the event there are changes made to the Grant Agreement after execution by BMPO and FTA, or the execution of this Agreement, the parties agree to amend this Agreement as necessary to comply with those changes.

ARTICLE 4 TERM

- 4.1 This Agreement shall be effective upon execution by both parties and shall continue in full force and effect until City performs all obligations and responsibilities, with respect to the funds set forth in Exhibit "A", imposed on BMPO by FTA for receipt of federal funds under the Section 5307 grant for the Project or December 31, 2019, whichever occurs first.
- 4.2 The parties hereto may extend this Agreement by mutual consent in writing prior to the expiration of the Term. This provision in no way limits either party's right to terminate this Agreement at any time during the Term.

ARTICLE 5 CONSIDERATION AND PAYMENT

- 5.1 Pursuant to this Agreement, the BMPO has transferred \$3,500,000 from its FHWA funds to pay for those activities/tasks described in the Project funded under the FTA Section 5307 grant. The total FTA share for this Project is an amount not to exceed \$3,500,000, for actual costs incurred, including administrative costs payable to the BMPO and City. In the event the Project costs exceed the Grant amount the increase in the Project costs will be the sole responsibility of the City.
- 5.2 The BMPO shall have no obligation to independently fund the costs of the Project.

5.3 Reimbursement of the BMPO's and City's expenses for the Project funded under the Section 5307 grant shall be subject to the cost principles set forth in the OMB Final Rule (<http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>), as well as the applicable provisions of the Section 5307 grant. The BMPO agrees to reimburse City for its expenditures that are allowable under the Project grant. The BMPO shall charge costs directly associated with the BMPO's oversight of the Project.

5.4 The City shall be reimbursed for the costs associated upon the satisfactory completion of the following milestones, as reasonably determined by the BMPO in its sole discretion:

- a. **Milestone 1** - The first milestone shall be submittal by the City to the BMPO of a Capital Improvement Project Phasing Plan identifying the scope and timing of projects within the Project area. The plan shall include a phasing approach for improvements relative to the discovered future plans and timing for the parcels within the Project area.

Upon approval by the BMPO of the Phasing Plan Report, the City shall be reimbursed for the invoiced costs associated with that effort. Public outreach communication, and project/design management associated with completion of this milestone shall be documented and an allowable cost shall be made to the City under this milestone.

- b. **Milestone 2** - The second milestone shall be for the initial design plans (30%) for the Project Design plans for streetscape and multimodal improvements per the Mobility Hub/JDI concept plan include but are not limited to:
 - i. Roadway infrastructure including bike lanes, sidewalks, other pedestrian infrastructure and pathways, and curbs
 - ii. Undergrounding of utilities
 - iii. Pedestrian and street lighting
 - iv. Street furniture such as benches, trash and recycling
 - v. Landscaping and green infrastructure components; and
 - vi. Wayfinding signage

Public outreach communication, and project/design management associated with completion of this milestone shall be documented and an allowable cost shall be made to the City under this milestone.

- c. **Milestone 3** - The third milestone shall be the completion of final design plans (100%) and construction bid documents to commence the Project. Design plans for streetscape and multimodal improvements per the Mobility Hub/JDI concept plan include but are not limited to:

- i. Roadway infrastructure including bike lanes, sidewalks, other pedestrian infrastructure and pathways, and curbs
- ii. Undergrounding of utilities
- iii. Pedestrian and street lighting
- iv. Street furniture such as benches, trash and recycling
- v. Landscaping and green infrastructure components; and
- vi. Wayfinding signage

Public outreach, communication, and project/design management associated with completion of this milestone shall be documented and an allowable cost under this milestone.

d. **Milestone 4** - The fourth milestone shall be construction of the Project.

The BMPO shall reimburse the City for the costs associated with obtaining all required development and permit approvals to commence construction, and the completion of the various phases of construction including but not limited to:

- i. Construction
- ii. Groundbreaking
- iii. Utility relocation
- iv. Curb, gutter, sidewalk, and pedestrian infrastructure
- v. Roadway design improvements including bike lanes
- vi. Planting areas and installation of landscaping
- vii. Conduit for electrical
- viii. Installation of street and pedestrian lighting; and
- ix. Wayfinding, street furniture, and amenity installation

Public outreach communication, and project/design management associated with completion of this milestone shall be documented and an allowable cost shall be made to the City under this milestone.

Completion of the construction phases will be deemed to have occurred when the City submits all receipts, approved permits, certificate of completion, if any, copies of all permits with all required sign-offs, and all other necessary documentation indicating the construction phase has been completed in a satisfactory manner. Final required sign-off shall include a professional engineer's signing and sealing that the Project is complete and operational, in substantial conformance with the plans and specifications.

At the completion of the Project, the CITY shall provide verified actual costs satisfactorily demonstrated to have been expended by the City for completion of the Project, in an amount not to exceed Three Million Five Hundred Thousand and 00/100 Dollars (\$3,500,000). Upon satisfactory review and approval of all required documentation from the City, the BMPO shall pay the balance of the total contract amount after the costs reimbursed for the preceding milestones.

Public Outreach, communication, and project/design/construction management associated with completion of this milestone shall be documented and an allowable cost under this milestone.

- 5.5 Upon receipt of City's properly documented invoice BMPO shall pay City the applicable federal share of the invoice within 30 days. City's invoice shall include evidence that City has paid its local share contribution, if applicable, payroll records and invoices from City's contractor(s) and proof of payment to contractor(s) to verify that City has incurred the costs set out in its invoice. The BMPO reserves the right to require City to submit additional reasonable documentation to verify that City has incurred the costs set out in its invoice and that the amount of the invoice does not exceed the applicable federal share of the allocation of Section 5307 grant funds, less the BMPOs administrative costs under the Project grant.
- 5.6 If BMPO disputes any items on an invoice for a reasonable cause, BMPO may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deductions shall be documented to City and the parties agree to timely meet to resolve any such disputes.
- 5.7 The BMPO's obligation to provide reimbursement to City shall be limited to the availability of funds to BMPO from FTA which are specifically earmarked for the Project. In the event that FTA shall deny any of BMPO's request for payments relating to the Project, or if FTA shall request the return of any funds relating to the Project that have been previously paid, City shall, within sixty (60) days of receiving notice from BMPO of FTA's denial or request for return of funds already paid, return to BMPO the funds that FTA has declined to reimburse or requested to be returned. City's requirement to return funds shall include the payment of any interest or penalties required by FTA.
- 5.8 Payment shall be made to City at:

Director
Transportation & Mobility Department
City of Fort Lauderdale
290 NE 3rd Ave.
Fort Lauderdale, Florida 33301

ARTICLE 6 GOVERNMENTAL IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The BMPO and the City

are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of their agents or employees to the extent permitted by law.

ARTICLE 7 INSURANCE

City is an entity subject to Section 768.28, Florida Statutes, and City shall furnish the BMPO with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

ARTICLE 8 TERMINATION

- 8.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within thirty (30) days after written notice from the aggrieved party identifying the breach.
- 8.2 This Agreement may be terminated for cause for reasons including, but not limited to, City's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.
- 8.3 Should either party involuntarily fail to perform any of their respective obligations pursuant to this Agreement, this Agreement may be terminated.
- 8.4 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement.

ARTICLE 9 MAINTENANCE OF RECORDS/AUDITS

- 9.1 City shall maintain books, records, documents, and other evidence directly pertinent to work under this Agreement in accordance with generally accepted accounting principles and practices. City shall also maintain for a period of three (3) years from the latter of the date of Section 5307 grant close-out or expiration of this Agreement the financial information and data used by City in the preparation or support of the proposed or actual costs submitted for reimbursement under this Agreement. City agrees to permit the BMPO, FTA, the U.S. DOT Secretary and the U.S. Comptroller General, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records and to conduct performance and/or financial audits of City books,

records and accounts pertaining to the Section 5307 grant expenditures for this Project.

- 9.2 City shall be responsible for meeting the audit requirements of the OMB Final Rule (<http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>), and any further revision or supplement thereto. City agrees that the audit will be conducted in accordance with U.S. Government Accountability Office (U.S. GAO) "Government Auditing Standards." Upon the BMPO's request, City must submit a copy of its audit, completed in accordance with the above-described requirements, within 30 days after completion of the audit, but no later than one year after the end of the audit period.
- 9.3 City and any of its contractors or subcontractors shall preserve and make available, at reasonable times for examination and audit by the BMPO, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by City to be applicable to City's and its subcontractors' records, City and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by City or its subcontractors.

ARTICLE 10 NONDISCRIMINATION

- 10.1 In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 52 U.S.C. Section 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S. C. Section 12132, Federal transit law, 49 U.S.C. Section 5332, and implementing regulations; AUTHORITY will not discriminate against any employee, applicant for employment, or contractor hired, or any passenger provided transit service because of race, color, religion, national origin, ancestry, sex, age, or disability.
- 10.2 Contract Assurance: Neither City nor any of its contractors or subcontractors may discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. City shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of this US Department of Transportation-assisted Agreement. Failure by City to carry out these requirements is a material breach of this Agreement, which may result in the

termination of this Agreement or any other remedy allowed by law.

ARTICLE 11
MISCELLANEOUS

11.1 THIRD PARTY OBLIGATIONS / BENEFICIARIES

11.1.1 City shall be liable to third parties with whom it enters into contracts to effectuate the purposes of the Section 5307 grant for the Project. City shall pay directly such parties for all amounts due under said contracts.

11.1.2 Neither City nor the BMPO intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.2 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

For City:

City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

With a copy to:

City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

For BMPO:

Executive Director
Broward Metropolitan Planning Organization
100 West Cypress Creek Road, Suite 850
Fort Lauderdale, Florida 33309

With a copy to:

Alan L. Gabriel, Esq.
BMPO General Counsel
200 East Broward Blvd., Suite 1900
Fort Lauderdale, Florida 33301

11.3 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest created herein shall be assigned, transferred, or encumbered without the prior written consent of the other party. The references herein to the Federal Transit Administration or FTA shall include any successor agency or department of the United States Government.

11.4 COMPLIANCE WITH LAWS

Parties shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

11.5 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or the BMPO elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

11.6 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

11.7 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 11 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 11 shall prevail and be given effect; provided, however, anything in this Agreement to contrary, the Master Agreement and all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement.

11.8 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, the BMPO AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.9 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City of Fort Lauderdale City Commission and the BMPO Board or others delegated authority to or otherwise authorized to execute same on their behalf.

11.10 PRIOR AGREEMENTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

11.11 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. Exhibits "A" and "B" as referenced herein are incorporated into and made a part of this Agreement.

11.12 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he/she is, on the date he/she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

11.13. MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: **City of Fort Lauderdale** through its CITY COMMISSIONERS, signing by and through its Mayor, authorized to execute same by Commission action on the _____ day of _____, 2015, and **BROWARD METROPOLITAN PLANNING ORGANIZATION**, signing by and through its Chair and Executive Director, duly authorized to execute same.

"CITY"

CITY OF FORT LAUDERDALE

By: _____
JOHN P. SEILER, MAYOR

By: _____
LEE FELDMAN, CITY MANAGER

This ____ day of _____, 2015.

Attest:

By: _____
JONDA K. JOSEPH, CITY CLERK

(SEAL)

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: _____
Cynthia A. Everett, City Attorney

SUBRECIPIENT AGREEMENT BETWEEN BROWARD METROPOLITAN PLANNING ORGANIZATION AND THE CITY OF FORT LAUDERDALE FOR THE "DOWNTOWN FORT LAUDERDALE MOBILITY HUB PROJECT"

"BMPO"

BROWARD METROPOLITAN
PLANNING ORGANIZATION

By: _____
Gregory Stuart, Executive Director

By _____
Richard Blattner, Chair

____ day of _____, 2015

____ day of _____, 2015

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE OF AND
RELIANCE BY THE BMPO ONLY:

By: _____
Alan L. Gabriel, BMPO General Counsel
Weiss Serota Helfman Cole Bierman & Popok, P.L.

EXHIBIT LIST

Exhibit “A” -- Grant Agreement (to be attached)

Exhibit “B” -- Financial Report Form (to be attached)