

**FIRST AMENDMENT
TO
SUBRECIPIENT AGREEMENT
BETWEEN
BROWARD METROPOLITAN PLANNING ORGANIZATION
AND
CITY OF FORT LAUDERDALE
FOR
DOWNTOWN FORT LAUDERDALE MOBILITY HUB PROJECT**

This First Amendment to Agreement ("First Amendment") is made and entered into the _____ day of _____, 2019, by and between the **Broward Metropolitan Planning Organization**, with its principal business address located at Trade Centre South, 100 West Cypress Creek Road, Suite 650, Fort Lauderdale, FL 33309, (hereinafter referred to as "BMPO"),

And

CITY OF FORT LAUDERDALE, a political subdivision of the state of Florida with its principal business address located at 100 North Andrews Avenue, Fort Lauderdale, FL 33301, (hereinafter referred to as "City"). References in this Agreement to "Executive Director" shall be meant to include his/her designee.

WITNESSETH:

WHEREAS, the original Agreement between the BMPO and City for the design and construction of improvements in the Downtown Fort Lauderdale Mobility Hub area (the "Project") is dated and effective as of February 9, 2017 (the "Agreement"); and

WHEREAS, pursuant to the terms of the Agreement, the City is to manage the design and construction of streetscape improvements in the Downtown Fort Lauderdale Mobility Hub in partnership with BMPO, the South Florida Regional Transportation Authority, Fort Lauderdale Northwest Progresso-Flagler Heights Community Redevelopment Agency and the Florida Department of Transportation.

WHEREAS, due to unanticipated delays affecting the Project, the BMPO and City agree that additional time is required in order to perform the services and complete the Project than originally anticipated, thus the parties now desire to amend the Term and Time of Performance to allow for this additional time; and

WHEREAS, pursuant to Article 4, “**Term**” of the Agreement, the parties may extend the Agreement by mutual consent in writing prior to the expiration of the Term; and

WHEREAS, this amendment to the Agreement will not result in any changes to the approved Scope of Services nor will it result in any additional funds or costs to the City or the BMPO; and

WHEREAS, BMPO and City desire to enter into this Amendment whereby the duties and obligations of each party to the other are set forth therein. The Agreement together with this Amendment, shall hereinafter be referred to as the “Agreement, as amended”.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants and the faithful performance of all such covenants and conditions, the BMPO and City agree as follows:

1. Incorporation of “Whereas” Clauses. The truth and accuracy of each “Whereas” clause set forth above is acknowledged and is incorporated herein as if set forth in its entirety.
2. Article 4, entitled “Term” of the Agreement, at Section 4.1, is hereby amended to extend the Term of the Agreement from December 31, 2019, for an additional one (1) year, thereby expiring on December 31, 2020, unless otherwise terminated earlier pursuant to Article 4 of the Agreement, as amended.
3. Except as amended herein all other terms and conditions of the Agreement, as amended shall remain in full force and effect. This Amendment shall be deemed part of, but shall take precedence over and supersede any provisions to the contrary contained in the Agreement.
4. Except as specifically modified hereby, all of the provisions of the Agreement which are not in conflict with the terms of this Amendment shall remain in full force and effect.

[Remainder of Page Intentionally Blank]

**FIRST AMENDMENT TO
AGREEMENT BETWEEN THE BMPO AND CITY OF FORT LAUDERDALE
FOR DOWNTOWN FORT LAUDERDALE MOBILITY HUB PROJECT**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: **BMPO**, signing by and through its Chair and Executive Director, attested to and duly authorized to execute same, and the **City**, signing by and through its Mayor, authorized to execute same by Commission action on the day of _____, 2019.

BMPO

BROWARD METROPOLITAN
PLANNING ORGANIZATION

By: _____
Gregory Stuart, Executive Director

By: _____
Bryan Caletka, Chair

This _____ day of _____ 2019.

This _____ day of _____ 2019.

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, P.L.

Downtown FTL Mobility Hub First Amd. (Final 7.9.2019)

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CITY OF FORT LAUDERDALE

By: _____
Dean J. Trantalis, Mayor

By _____
Christopher J. Lagerbloom, City Manager

ATTEST:

(CORPORATE SEAL)

Jeffrey A. Modarelli, City Clerk

Approved as to form:
Alain Boileau, City Attorney

By: _____
Print Name: Kimberly Cunningham Mosley
Title: Assistant City Attorney