

**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 12th day of December, 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.

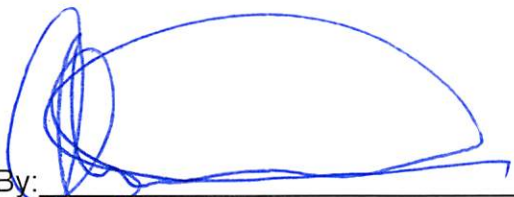
[Remainder of Page Intentionally Blank]

**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 Sept 3rd, 2019.

BMPO

BROWARD METROPOLITAN
PLANNING ORGANIZATION

By: 

Gregory Stuart, Executive Director

By: 

Bryan Caletka, Chair

This 12th day of December 2019.

This 12th day of December 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)

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

CITY OF FORT LAUDERDALE

By: 

Dean J. Trantalis, Mayor

By: 

Christopher J. Lagerbloom, City Manager

ATTEST: 

Jeffrey A. Modarelli, City Clerk

Approved as to form:
Alain Boileau, City Attorney

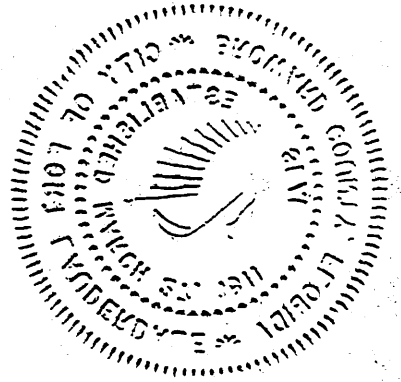
By: 

Print Name: Kimberly Cunningham Mosley
Title: Assistant City Attorney



(CORPORATE SEAL)

Handwritten signature and illegible text





COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

2L

Today's Date: 10/11/2019

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

COMM. MTG. DATE: 9/3/2019 **CAM #:** 19-0810 **ITEM #:** CM-9 **CAM attached:** ☒ YES ☐ NO

Routing Origin: CAO **Router Name/Ext:** K.Nembhard/5001 **Action Summary attached:** ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 2

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: 10/17/2019

Kimberly Mosley
Attorney's Name

ECM
Initials

City authorized to execute first by City Attorney.

2) City Clerk's Office: # of originals: 2 Routed to: MJ Matthews/CMO/x5364 Date: 10/17/19

3) City Manager's Office: **CMO LOG #:** Oct. 65 Document received from: CCO

Assigned to: ☒ CHRIS LAGERBLOOM ☐ ROBERT HERNANDEZ ☐
CHRIS LAGERBLOOM as CRA Executive Director ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: R. HERNANDEZ (Initial/Date) ☐

PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 2 originals to ☒ Mayor ☐ CCO Date: 10/21/19

4) Mayor/CRA Chairman: Please sign as indicated. Forward 2 originals to CCO for attestation/City seal (as applicable) Date: _____

5) City Clerk: Forward 2 originals to CAO for **FINAL APPROVAL** Date: 10/25/19

6) CAO forwards 10/28 originals to CCO

7) City Clerk: Scan original and forwards 2 originals to: L. Morton **Name/Dept/Ext)**

Attach ___ certified Reso # _____ ☐ YES ☒ NO

Original Route form to CAO/Dept.