

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

This Second Amendment to the Subrecipient Agreement ("Second Amendment") is made and entered into the _____ day of _____, 2020, 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 Florida municipality, with its principal business address located at 100 North Andrews Avenue, Fort Lauderdale, FL 33301, (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, the original Subrecipient Agreement between the BMPO and City for the design and construction of improvements in the Downtown Mobility Hub area "Project") is dated and effective as of February 9, 2017 ("Agreement") "until the City performs all obligations and responsibilities with respect to receipt of federal funds under the Section 5307 grant for the Project or December 31, 2019, whichever occurs first"; and

WHEREAS, pursuant to the terms of the Agreement, the City is to design and construct streetscape improvements in the Downtown Fort Lauderdale Mobility Hub in partnership with BMPO.

WHEREAS, due to unanticipated delays affecting the Project, the BMPO and City entered into the First Amendment to the Agreement on December 12, 2019, to amend the Term and the Time of Performance to allow additional time to perform the services and complete the Project, up to, and including December 31, 2020 (“First Amendment”); and

WHEREAS, due to further unanticipated delays, the BMPO and the City wish to enter into this Second Amendment in order to allow for additional time, up to, and including April 27, 2021, to perform the services and complete the Project, thus the parties now desire to amend the Term and Time of Performance to allow for this additional time; and

WHEREAS, the BMPO and the City also wish to amend the Agreement to include an allocation of \$35,000.00 from the initial grant amount of \$3,500,000.00, for costs associated with contract administration, coordination with the subrecipient, and other contract related activities, making the total amount awarded to the City of Fort Lauderdale \$3,465,000.00; and

WHEREAS, this Second Amendment 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, the BMPO and City desire to enter into this Second Amendment whereby the duties and obligations of each party to the other are set forth therein, and the Agreement together with the First Amendment, and this Second 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, as amended by the First Amendment, is hereby amended to extend the Term of the Agreement from December 31, 2020 up to, and including, April 27, 2021, unless otherwise terminated earlier pursuant to Article 4 of the Agreement, as amended.
- 3.** Article 5, entitled “Consideration and Payment” of the Agreement, as amended, Section 5.1, is hereby amended to read as follows:

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 funding

share for this Project payable to the BMPO and the City, is an amount not to exceed \$3,500,000, for actual costs incurred, including administrative costs for the contract administration for reporting, coordination with the subrecipient, and other contract related activities, in the amount of \$35,000.00 payable to the BMPO from the total grant funding. In the event the Project costs exceed the Grant amount, the increase in the Project costs will be the sole responsibility of the City.

4. Except as amended herein all other terms and conditions of the Agreement, as amended shall remain in full force and effect. This Second Amendment shall be deemed part of, but shall take precedence over and supersede any provisions to the contrary contained in the Agreement and the First Amendment.
5. Except as specifically modified hereby, all of the provisions of the Agreement and First Amendment, which are not in conflict with the terms of this Second Amendment, shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment 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 _____, 2020.

BMPO

BROWARD METROPOLITAN
PLANNING ORGANIZATION

By: _____
Gregory Stuart, Executive Director

By: _____
Frank C. Ortis, Chair

This _____ day of _____ 2020.

This _____ day of _____ 2020.

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.

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CITY

CITY OF FORT LAUDERDALE

By: _____
Dean J. Trantalis
Mayor

By: _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

(CORPORATE SEAL)

ATTEST:

By: _____
Jeffrey A. Modarelli
City Clerk

Approved as to form:
Alain E. Boileau, City Attorney

By: _____
Kimberly Cunningham Mosley
Assistant City Attorney