

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

This Third Amendment to the Subrecipient Agreement ("Third Amendment") is made and entered into the _____ day of _____, 2021, 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 affecting the Project, the BMPO and City entered into the Second Amendment to the Agreement on January 28, 2021, 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 April 27, 2021 (“Second Amendment”); and

WHEREAS, due to further unanticipated delays, the BMPO and the City wish to enter into this Third Amendment in order to amend the Term and Time of Performance in order to allow additional time, up to, and including September 30, 2021, to perform the services and to complete the Project; and

WHEREAS, the underlying grant agreement between the Federal Transit Administration (FTA) and the BMPO is anticipated to be extended in order to continue to fund the Project, which is administered by the BMPO and implemented by City; and

WHEREAS, this Third 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 Third Amendment whereby the duties and obligations of each party to the other are set forth therein, and the Agreement together with the First Amendment, the Second Amendment and this Third 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, to the Agreement, entitled “Term” of the Agreement,” at Section 4.1, as amended by the First Amendment and Second Amendment, is hereby amended to extend the Term of the Agreement from April 27, 2021, up to, and including, September 30, 2021, unless otherwise terminated earlier pursuant to Article 4 of the Agreement, as amended.
- 3.** This Third Amendment is contingent on the FTA extending the Period of Performance for the Project, in the grant award to the BMPO, by June 1, 2021. In the event the FTA does not extend the Period of Performance for the Project, this Agreement shall not be effective.
- 4.** Except as amended herein all other terms and conditions of the Agreement, as

amended shall remain in full force and effect. This Third Amendment shall be deemed part of, but shall take precedence over and supersede any provisions to the contrary contained in the Agreement, the First Amendment and the Second Amendment.

5. Except as specifically modified hereby, all of the provisions of the Agreement, the First Amendment and the Second Amendment, which are not in conflict with the terms of this Third Amendment, shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Third 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 _____, 2021.

BMPO

BROWARD METROPOLITAN
PLANNING ORGANIZATION

By: _____
Gregory Stuart, Executive Director

By: _____
Frank C. Ortis, Chair

This _____ day of _____ 2021.

This _____ day of _____ 2021.

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

_____ day of _____, 2021

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

_____ day of _____, 2021

(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