



June 10, 2021

Ben Rogers, Director
City of Fort Lauderdale
Transportation and Mobility
290 NE 3rd Avenue
Fort Lauderdale, FL 33301

Subject: **Executed – Third Amendment Agreement**
Downtown Fort Lauderdale Mobility Hub Project


Dear Mr. Rogers:

Enclosed please find a fully **executed amendment agreement** dated June 10, 2021, between *City of Fort Lauderdale* and the Broward Metropolitan Planning Organization (BMPO) for your records.

We look forward to continue working with *City of Fort Lauderdale* as we move forward in accomplishing the goals of the Broward MPO.

If you have any questions please feel free to contact me or Renee Cross, Project Manager at (954) 876-0075 or by email at crossr@browardmpo.org.

Best Regards,



Gregory Stuart, AICP
Executive Director, Broward MPO
GS/lw

Enclosure

Cc: Renee Cross
Accounting & Finance

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Gregory Stuart

General Counsel
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**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 10th day of JUNE, 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.

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

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 20th day of April, 2021.

BMPO


By: _____
Gregory Stuart, Executive Director


BROWARD METROPOLITAN
PLANNING ORGANIZATION

By: _____
Frank C. Ortis, Chair

This 10th day of JUNE 2021.

This 10th day of JUNE 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.

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

CITY

CITY OF FORT LAUDERDALE

By: 

Dean J. Trantalis
Mayor

27 day of April, 2021

By: 

Christopher J. Lagerbloom, ICMA-CM
City Manager

26 day of April, 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



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

3L 4/29/2021

Today's Date: 4/22/2021

DOCUMENT TITLE: THIRD AMENDMENT TO SUBRECIPIENT AGREEMENT

COMM. MTG. DATE: 4/20/2021 CAM #: 21-0418 ITEM #: CM-14 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) Dept: CAO Router Name/Ext: K.Nembhard/5001 # of originals routed: 3 Date to CAO: 4/22/2021

2) City Attorney's Office: Documents to be signed/routed? YES NO # of originals attached: 3

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

Date to CCO: 4/22/2021

Kimberly Cunningham Mosley
Attorney's Name

KSM
Initials

3) City Clerk's Office: # of originals: 3 Routed to: Donna V./Aimee L./CMO Date: 4/22/2021

4) City Manager's Office: CMO LOG #: Apr 53 Document received from: _____

Assigned to: CHRIS LAGERBLOOM TARLESHA SMITH GREG CHAVARRIA
CHRIS LAGERBLOOM as CRA Executive Director

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

PER ACM: T. Smith (Initial/Date) PER ACM: G. Chavarria (Initial/Date)

PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward ___ originals to Mayor CCO Date: _____

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

6) City Clerk: Forward ___ originals to CAO for FINAL APPROVAL Date: _____

7) CAO forwards ___ originals to CCO Date: _____

8) City Clerk: Scan original and forwards 3 originals to: G.Rizzuti-Smith/3764

Attach 1_ certified Reso # _ YES NO

Original Route form to K.Nembhard