

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

This Fourth Amendment to the Subrecipient Agreement ("Fourth Amendment") is made and entered into the 14th day of October, 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 affecting the Project, on April 20, 2021, the Fort Lauderdale City Commission approved and authorized execution of a Third Amendment to the Agreement, between the BMPO and City, 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 September 30, 2021 ("Third Amendment"), which was fully executed on June 10, 2021; and

WHEREAS, due to further unanticipated delays, the BMPO and the City wish to enter into this Fourth Amendment in order to amend the Term and Time of Performance in order to allow additional time, up to, and including March 31, 2022, to perform the services and to complete the Project; and

WHEREAS, the underlying grant agreement between the Federal Transit Administration (FTA) and the BMPO has been extended by the FTA to March 30, 2022, in order to continue to fund the Project, which is administered by the BMPO and implemented by City; and

WHEREAS, this Fourth 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 Fourth 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, the Third Amendment, and this Fourth 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, the Second Amendment, and the Third Amendment,

is hereby amended to extend the Term of the Agreement from September 30, 2021, up to, and including, March 30, 2022, 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 Fourth 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, the Second Amendment, and the Third Amendment.

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

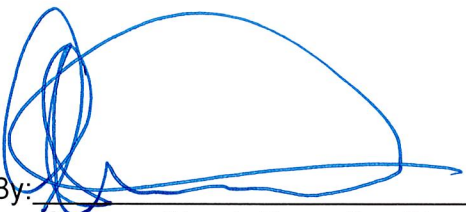
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IN WITNESS WHEREOF, the parties hereto have made and executed this Fourth Amendment on the respective dates under each signature: **BMPO**, signing by and through its Chair and Executive Director, attested to and duly authorized to execute same, and the **CITY**, signing by and through its Mayor, authorized to execute same by Commission action on the 16th day of Sept., 2021.

BMPO

BROWARD METROPOLITAN
PLANNING ORGANIZATION

By: 

Gregory Stuart, Executive Director

By: 

~~Frank C. Ortis, Chair~~ Sandy Johnson
Deputy Vice Chair

This 14 day of OCT 2021.

This 14th day of October 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

16th day of Sept., 2021

By: 

Christopher J. Lagerbloom, ICMA-CM
City Manager

16th day of September, 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

Today's Date: 9/14/2021

P 4L
9/17/2021

DOCUMENT TITLE: **FOURTH AMENDMENT TO SUBRECIPIENT AGREEMENT BETWEEN BROWARD METROPOLITAN PLANNING ORGANIZATION AND CITY OF FORT LAUDERDALE**

COMM. MTG. DATE: 9/9/2021 CAM #: 21-0817 ITEM #: CM-12 CAM attached: ☒ YES ☐ NO

Routing Origin: TAM Router Name/Ext: G.Rizzuti/3764 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: TAM Router Name/Ext: G.Rizzuti/3764 # of originals routed: 4 Date to CAO: 9/14/2021

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 4

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

Date to CCO: 9/14/2021

Kimberly Cunningham Mosley
Attorney's Name

BSM
Initials

3) City Clerk's Office: # of originals: 4 Routed to: Donna V./Aimee L./CMO Date: 9/15/2021

4) City Manager's Office: CMO LOG #: Sep 29 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: 9/16/21

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

6) City Clerk: Forward 4 originals to CAO for FINAL APPROVAL Date: 9/17/2021

7) CAO forwards ___ originals to CCO Date: _____

8) City Clerk: Scan original and forwards 4 originals to: G.Rizzuti/3764

Attach ___ certified Reso # _____ ☐ YES ☒ NO

Original Route form to K.Nembhard