

**AMENDMENT NO. 1 TO THE TRIPARTY AGREEMENT
FOR THE PEMBROKE PINES MOBILITY HUB CAPITAL PROJECT**

This Amendment No. 1 (“Amendment”) to the Triparty Agreement dated September 12, 2024 (the “Agreement”) is made and entered into by and among: the Broward Metropolitan Planning Organization (“BMPO”), the City of Pembroke Pines (“CITY”), and the Metro Transportation Engineering & Construction Cooperative (“MTECC”), (each individually a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, the Parties previously entered into the Agreement to implement the Pembroke Pines Mobility Hub Capital Project (the “Project”);

WHEREAS, the Parties desire to amend the Agreement to include additional grant funding from the BMPO for the purpose of constructing pedestrian lighting at the Pembroke Pines Mobility Hub due to a shortfall caused by inflation and cost escalation;

WHEREAS, the additional grant funding in the amount of \$247,752, from Federal Transit Administration (FTA) Grant No. FL-2016-028, specifically under Activity Line Item (ALI) 11.93.05, shall be added to the existing Project Budget for the purpose stated herein;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. Section 1.6 of the Agreement is hereby amended to read as follows:

Grant Funds – the Grant Agreement has provided to BMPO as a grantee a total of ~~\$2,624,000~~ 2,871,752 and BMPO has set aside \$262,400 for BMPO administration and oversight and ~~\$2,361,600~~ \$2,609,352 (“Grant Funds”) to reimburse MTECC’s design and construction of the Project improvements shown in Exhibit “A”.

2. Section 2.2 of the Agreement is hereby amended to read as follows:

In Fiscal Year 2025, the BMPO will make available ~~\$2,361,600~~ \$2,609,352 of funds from the Grants for the implementation of the Project. The Project is for the benefit of the CITY that agrees upon acceptance of the completed Project, to operate and maintain for the useful life, all Project elements as a condition of the funding. Through this Agreement, the BMPO will utilize the Grant Funds, subject to FTA’s Obligation, to reimburse MTECC to complete the design and construction of the agreed Project improvements. The solicitation of design professionals and/or contractors for the Project shall not commence until the BMPO has executed the Grant Agreement.

3. Amendment to Exhibit D – Project Budget

Exhibit “D” to the Agreement is hereby amended to include an additional \$247,752 in Grant Funds under FTA Grant No. FL-2016-028, ALI 11.93.05, for the construction of pedestrian lighting at the Pembroke Pines Mobility Hub (FTA Grant No. FL-2020-012). The revised total Grant Funds available to the Project shall be \$2,609,352 (original \$2,361,600 + additional \$247,752).

4. Budget Allocation

The additional funds shall be used exclusively for pedestrian lighting improvements consistent with the Project scope and FTA Grant requirements and shall be subject to all applicable terms of the Agreement.

5. Full Force and Effect

Except as expressly modified by this Amendment, all other terms and conditions of the Agreement remain in full force and effect.

6. Effective Date

This Amendment shall become effective upon execution by all Parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 1 to the Agreement: **CITY OF PEMBROKE PINES, FLORIDA** through its CITY COMMISSIONERS, signing by and through its MAYOR, authorized to execute same by action on the _____ day of _____, 2025, and **METRO TRANSPORTATION ENGINEERING & CONSTRUCTION COOPERATIVE**, through its Chair and Executive Director, and **BROWARD METROPOLITAN PLANNING ORGANIZATION**, signing by and through its Chair and Executive Director, duly authorized to execute same:

“CITY OF PEMBROKE PINES”

By: _____

By: _____

This ____ day of _____, 2025.

Attest:

By: _____

Name:

Title:

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

(SEAL)

By: _____

“MTECC”

By: _____

Caryl Shuham, Chair

This ____ day of _____ 2025.

By: _____

Lowell R. Clary, Executive Director

This ____ day of _____, 2025

Attest:

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE OF AND
RELIANCE BY THE MTECC ONLY:

By: _____

Matthew Pearl, MTECC General Counsel
Weiss Serota Helfman Cole & Bierman PL

“BMPO”

BROWARD METROPOLITAN
PLANNING ORGANIZATION:

By: _____

Yvette Colbourne, Chair

_____ day of _____, 2025.

By: _____

Gregory Stuart, Executive Director

_____ day of _____, 2025

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 PL