

**SECOND AMENDMENT  
TO  
SUBRECIPIENT AGREEMENT  
BETWEEN  
BROWARD METROPOLITAN PLANNING ORGANIZATION  
AND  
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
FOR  
FARE INTEROPERABILITY**

This Second Amendment to the Agreement (“Second Amendment”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, 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

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a political subdivision of the state of Florida with its principal business address located at 801 NW 33<sup>rd</sup> Street, Pompano Beach, FL 33064, (hereinafter referred to as “SFRTA”).

WITNESSETH:

**WHEREAS**, the original Agreement between the BMPO and SFRTA for the implementation of the Fare Interoperability Project (the “Project”) is dated and effective as of October 14, 2021 (the “Agreement”); and

**WHEREAS**, the First Amendment between the BMPO and the SFRTA (“First Amendment”) is dated April 11<sup>th</sup>, 2024, which amendment extended the Agreement until June 30, 2025; and

**WHEREAS**, the BMPO and SFRTA agree that further additional time is required in order to perform the services and complete the Project than originally anticipated, thus the parties now desire to amend the Term and Time of Performance to allow for this additional time; and

**WHEREAS**, pursuant to Article 4, “**Term**”, of the Agreement, the parties may extend the Agreement by mutual consent in writing prior to the expiration of the Term; 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 SFRTA or the BMPO; and

**WHEREAS**, BMPO and SFRTA desire to enter this Second Amendment whereby the duties and obligations of each party to the other are set forth therein. The Agreement together with the First and Second Amendments, 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 SFRTA 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, is hereby amended to extend the Term of the Agreement from June 30, 2025, for an additional Three (3) months, thereby expiring on September 30, 2025, 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 Second Amendment shall be deemed part of but shall take precedence over and supersede any provisions to the contrary contained in the Agreement, as amended.
4. Except as specifically modified hereby, all of the provisions of the Agreement, as amended which are not in conflict with the terms of this Second Amendment shall remain in full force and effect.

**[Remainder of Page Intentionally Blank]**

**SECOND AMENDMENT TO  
AGREEMENT BETWEEN THE BMPO AND SFRTA  
FOR FARE INTEROPERABILITY**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Second Amendment: **BMPO**, signing by and through its Chair and Executive Director, attested to and duly authorized to execute same, and **SFRTA**, through its Executive Director, authorized to execute same on this \_\_\_\_ day of \_\_\_\_\_, 2025.

**BMPO**

BROWARD METROPOLITAN  
PLANNING ORGANIZATION

By: \_\_\_\_\_  
Gregory Stuart, Executive Director

By: \_\_\_\_\_  
Yvette Colbourne, Chair

This \_\_\_\_ day of \_\_\_\_\_ 2025.

This \_\_\_\_ 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, P.L.


**SECOND AMENDMENT TO  
AGREEMENT BETWEEN THE BMPO AND SFRTA  
FOR FARE INTEROPERABILITY**

**SFRTA**

SOUTH FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY (SFRTA)

By:   
David W. Dech, Executive Director

ATTEST:

  
Anthony Cariveau, Director of Procurement

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY FOR THE USE OF AND  
RELIANCE OF SOUTH FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY, FLORIDA,  
ONLY:

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By:   
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Noel Pfeffer, SFRTA Deputy General Counsel