

**BROWARD HEALTH PARK AT IMPERIAL POINT HONORING DOTTIE MANCINI  
LEASE AGREEMENT**

THIS LEASE AGREEMENT (hereinafter "Lease Agreement", or "Lease"), is entered into with an effective date of October 2, 2024, between

**NORTH BROWARD HOSPITAL DISTRICT d/b/a/ Broward Health**, a Special Taxing District of the State of Florida, hereinafter referred to as, "LESSOR" or "Broward Health".

AND

**CITY OF FORT LAUDERDALE**, a Florida Municipal Corporation, hereinafter referred to as, "LESSEE" or "CITY."

In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the LESSOR and LESSEE agree as follows:

1. Premises. LESSOR owns an approximately 1.21-acre lot of land located at 6520 NE 22<sup>nd</sup> Avenue, Fort Lauderdale, Florida 33308, as depicted in Exhibit A attached hereto and legally described as follows as recorded in Plat Book 133, Page 44, of the public records of Broward County, Florida:

IMPERIAL POINT MEDICAL CENTER NORTH 133-44 B THAT PART OF PARCEL A, COMM. AT NE COR WLY 44 TO PT.BEG. SLY 212.13 TO P/C, SWLY 173, WLY 335.75, NLY 316.61, ELY 445.99 TO POB (the "Premises" ) The Premises will also be referred to more fully as:

Broward Health Park at Imperial Point  
Honoring Dottie Mancini  
Sponsored by the City of Fort Lauderdale Parks and Recreation (hereinafter, "Broward Health Park at Imperial Point")

LESSOR hereby agrees to lease the Premises to LESSEE and LESSEE hereby agrees to accept the lease of the Premises pursuant to the terms and conditions set forth in this Lease Agreement.

2. Purpose. The Premises shall be used by LESSEE solely as a public park and playground. (the "Purpose").
3. Term.
  - a. Initial Term. The Initial Term of the Lease Agreement shall be for one (1) month, commencing on October 1st, 2024, and shall continue from month-to month



thereafter unless and until: (i) either party gives notice of non-renewal to the other party at least fifteen (15) days prior to the end of any monthly period or (ii) either party terminates this Lease Agreement as may be otherwise provided by this Lease Agreement or applicable law.

b. Extended Term.

- i. Background. The City owns property located at 840 N. Federal Highway and NE 6 Terrace, Fort Lauderdale, FL 33304, which it has leased to Young Men's Christian Association of South Florida, Inc. ("YMCA") and on which the YMCA intends to construct a facility ("Holiday Park Facility"). Broward Health desires to sublease from the YMCA ("Sublease") for a period of at least 30 years an approximately 14,000 square foot portion of the Holiday Park Facility for the purposes of operating a free-standing emergency department (approximately 12,000 square feet in size) and a fitness/health and wellness center (approximately 2,000 square feet in size) (the "Broward Health Medical Facility"). At a City Commission meeting on May 7, 2024, the City approved Broward Health's agreement with the YMCA to sublease a portion of the Holiday Park Facility as described herein.
- ii. Conversion to a 30-Year Lease. The Parties agree that this Lease Agreement will be extended and converted to a lease of a period of thirty (30) years ("Extended Term") provided that all of the following occur: Final Development Approval of the Broward Health Medical Facility structure to be built pursuant to the Sublease with the YMCA, including the Fort Lauderdale City Commission ("City Commission") approval of the Sublease; approval of Broward Health conducting health care operations on the site and its operation of a free-standing emergency department and a fitness/health and wellness center, all of which are approved by the City Commission and deemed "Permitted Uses" under the City's Prime Lease with the YMCA, along with a determination by the City Commission that the Sublease and Broward Health's health care operations on the site are consistent with the spirit and intent of Section 8.13 of the Fort Lauderdale City Charter; written approval of the use and storage of hazardous waste and substances created and/or used in the ordinary course of Broward Health's health care operations on the site provided Broward Health executes and delivers an Environmental Indemnity Agreement in favor of the City in form and substance acceptable to both parties; entry into a mutually agreed-to recognition agreement allowing Broward Health to occupy the site if the Prime Lease with the YMCA is terminated, subject to certain exclusions as agreed to by the parties hereto; and Final Site Plan Approval, rezoning, land use amendment and platting (if necessary) through the City of Fort Lauderdale and Broward County with all applicable appeal periods having expired without the filing of a successful appeal by a third party. Provided that all of the foregoing conditions for conversion to a 30-



year lease occur, the Extended Term of 30 years of this Lease Agreement shall automatically commence on the first day following the day of compliance with the last condition set forth herein. . Final Development Approval and Final Site Plan Approval shall be defined as the process and final approvals as provided in Section 47-24.2 of the City's Unified Land Development Regulations and shall be deemed to include issuance of any building permit related to the project.

With respect to the following conditions:

1. Amendment to Ground Lease by and between Lessee and the YMCA which shall include, but not limited to, approval of the sublease and the proposed uses under the sublease.
2. Environmental Indemnity Agreement by and between Lessor and Lessee.
3. Recognition Agreement by and between Lessor, Lessee and the YMCA and sublease by and between Lessor and the YMCA.

Such conditions shall be deemed satisfied when the agreements have been approved by the City Commission of the Lessee and the board of directors of the YMCA or the governing body of the Lessor, as applicable and each agreement has been executed by the appropriate parties.

As to conditions requiring the approval of a governing authority, such conditions are deemed satisfied when all applicable governing authorities have issued their official and binding approval, and all appeal periods have expired.

It is anticipated that issuance of any building permit related to the project is the last condition to occur before the extended term shall commence.

Timely Response and Good Faith Efforts: To ensure the timely execution of all necessary approvals, permits, and actions required for the conversion of this Lease Agreement to the Extended Term, both the City and Broward Health (collectively, "Parties") agree to act in good faith and with due diligence in fulfilling their respective obligations under this Lease Agreement. Each Party shall promptly respond to requests for information, approvals, or other actions required from them and shall make reasonable efforts to expedite all reviews, approvals, and permits necessary to facilitate the conversion to the 30-year lease term. The Parties acknowledge that timely performance of their respective obligations is essential given



the significant financial and operational investments involved, and any undue delay may adversely impact the intended conversion of this Lease Agreement to a 30-year term at the rate of \$1 annually.

iii. **Extended Lease Term.** Once the conditions for conversion to a 30-year lease are met, the Extended Term of this Lease shall remain in effect and run concurrently with the term of Broward Health's Sublease with the YMCA . To the extent that such Sublease is terminated by the YMCA or the City, or if Broward Health ceases to sublease or occupy the premises described in the Sublease, Broward Health may, at its sole option and discretion, terminate this Lease.

iv. **Termination Without Cause.** Notwithstanding the above provisions, either LESSEE or LESSOR may terminate this Lease without cause by providing the other party with ninety (90) days written notice of termination.

4. Rent.

a. **Initial Term Rent.** During the period of the Initial Term, Monthly Rent shall be **Seventeen Thousand Dollars (\$17,000.00)** per month. Rent shall be due on the first day of each monthly term, starting on October 1st, 2024 and each successive one-month term thereafter. Rent for a partial month shall be prorated.

b. **Extended Term Rent.** During the period of the Extended Term, Rent shall be One Dollar (\$1.00) per year. Rent shall be due annually on the anniversary of the effective date of the Extended Term.

c. Delivery of Rent. Rent payment must be delivered to LESSOR's property manager at the following address on or before the due date of the rent payment:

Meridian Realty Management  
P.O. Box 460909  
Fort Lauderdale, Florida 33346  
Telephone: (954) 284-3300  
Facsimile: (954) 284-3303

5. Maintenance. During the term of this Lease Agreement, LESSEE shall maintain and shall bear sole financial responsibility for maintaining the entire Premises in a safe condition, including but not limited to any and all playground equipment and other improvements located at the Premises (e.g., the turf, grounds, concrete work, and hard surface areas within the fenced area of the Premises).

6. Security. During the term of this Lease Agreement, LESSEE, at its sole cost, shall (a) provide adequate and appropriate security to the Premises; and (b) post hours of operation and applicable Broward Health Park at Imperial Point rules with respect to the Premises. The hours of operation of the Broward Health Park at Imperial Point will be from 6:00 AM



to 9:00 PM, Sunday through Saturday. During the term of this Lease Agreement, LESSEE shall be solely responsible for maintaining the chain link fence to the park and other improvements on the Premises. The gate to the park shall be locked by a park ranger, police officer, or other security personnel of LESSEE during hours when the Premises is closed to the public. The gate shall be unlocked by a park ranger, police officer, or other security personnel of LESSEE to permit public access to the park during periods when the park is open to the public.

7. Insurance. Each party is self-insured for public liability. LESSEE shall self-insure or maintain property insurance covering damage to the Premises and the improvements thereon due to theft, casualty, or vandalism in accordance with its protocols and policies.
8. Indemnification. LESSEE agrees to indemnify LESSOR against any and all claims, debt, demands, obligations, costs, fines or losses incurred by, or which may be made against LESSOR or against LESSOR's title in the Premises arising by reason of the following:
  - a. The failure by LESSEE to perform any covenant required to be performed hereunder.
  - b. Any accident, injury or damage that shall happen in or about the Premises resulting from any negligence, wrongful act or omission of LESSEE or LESSEE's officers, agents, employees, patients, invitees, or licensees, or resulting from the condition, maintenance or operation of the Premises by LESSEE,
  - c. The installation, operation, maintenance, repair or removal of any property of the LESSEE located in or about the Premises, including LESSEE's off-premises equipment;
  - d. The failure of LESSEE to comply with any statute, law, ordinance, rule or regulation or any other requirement of any controlling governmental authorities;
  - e. Any lien or security agreement filed against the Premises on account of labor, materials or services supplied to or for LESSEE; or
  - f. Any reasonable attorneys' fees incurred by LESSOR in connection with any of the foregoing regardless of whether such attorneys' fees are incurred in legal proceedings or otherwise.

If it becomes necessary for LESSOR to defend any action seeking to impose any such liability, LESSEE will pay LESSOR all costs of court and reasonable attorneys' fees incurred by LESSOR in such defense, in addition to any other sums which LESSOR may be called upon to pay by reason of the entry of a judgment or decree against LESSOR in the litigation in which such claim is asserted.

9. Utilities. LESSEE shall pay at its sole cost and expense the cost of all utilities provided to or for the benefit of the Premises, including all connecting fees, late fees, and deposits, if any.
10. Construction of Improvements. LESSEE shall not make or cause to be made any improvements to the Premises unless it first receives the written permission thereto from LESSOR, which permission shall not be unreasonably withheld, conditioned, or delayed. All improvements by LESSEE to the Premises shall be made solely at LESSEE's cost and expense and shall be performed in an efficient manner in accordance with sound design



and construction practices. LESSEE shall keep the Premises and such improvements free and clear of liens for labor and material and shall hold LESSOR harmless from any responsibility in respect thereto. LESSEE shall ensure that any mechanic's liens filed on the Premises are discharged within thirty (30) days of its notice thereof. LESSEE shall not commence improvements until the commencement of the Extended Term.

11. Ownership of Improvements.

- a. Upon termination of this Lease Agreement, LESSEE shall retain ownership of any fixtures and equipment capable of being removed without damaging the Premises which are located on the Premises and were (i) purchased and installed by LESSEE or (ii) donated to LESSEE. LESSEE shall remove any such fixtures and/or equipment at its sole expense no less than thirty (30) days after termination of this Lease Agreement. LESSOR shall retain ownership of any movable fixtures or equipment located on the Premises which LESSEE fails to remove within thirty (30) days of the termination of this Lease Agreement.
- b. Notwithstanding anything to the contrary herein, ownership of all fixtures and equipment which are located on the Premises, and which were purchased by LESSOR, donated to LESSOR or otherwise owned by LESSOR as of the effective date of this Lease Agreement shall remain with LESSOR after the termination of this Lease Agreement.
- c. Any fixtures and equipment which are located on the Premises and which are not capable of being removed without damaging the Premises shall remain on the Premises upon termination of this Lease Agreement, and LESSOR shall retain ownership of such fixtures and equipment without regard to who purchased, acquired, installed, or otherwise owned such fixtures or equipment prior to their installation in the Premises.
- d. If LESSEE removes any playground equipment or other fixtures or equipment from the Premises prior to or within thirty (30) days of the termination of this Lease Agreement, LESSEE shall bear sole financial responsibility for any additional work or other repairs necessary, as determined by LESSOR in its reasonable discretion, to return the Premises to the condition in which the Premises were in prior to the removal or otherwise to suitable conditions for a park, which remedial work shall include, without limitation, any landscaping work necessary to return the Premises to a flat, grassy surface or any other surface type in existence at the time of LESSEE's removal of the fixtures or equipment in question.
- e. Ownership of any and all other improvements on the Premises, which cannot be reasonably removed without damage to the Premises shall remain with the LESSOR during the term of this Lease Agreement and upon the termination thereof.

12. Licenses and Permits. LESSEE shall pay for all licenses, permits, and fees necessary for LESSEE to use and occupy the Premises in accordance with this Lease Agreement. LESSEE shall have the sole responsibility, at its sole cost and expense, to secure all



necessary local, County, State and Federal permits prior to making any improvements to the Premises.

13. Compliance with Laws & Prohibited Uses

- a. Compliance. LESSEE shall comply with all laws, ordinances, regulations, and orders of all governmental entities pertaining to the Premises and LESSEE's improvements and operations thereon.
- b. Prohibited Uses. LESSOR shall not allow the Premises to be used for a use other than the Purpose stated herein unless LESSEE has first received LESSOR's prior written consent, which consent may be withheld in LESSOR's sole discretion. The Premises shall not be used for any use which is disreputable. In addition, LESSEE shall not suffer, allow or permit any offensive or obnoxious vibration, noise, odor or other undesirable effect to emanate from the Premises, or any machine or other installation therein, or otherwise suffer, allow or permit the same to constitute a disturbance to others in the vicinity of the Premises.

If LESSOR, in its reasonable discretion, incurs any expense arising out of LESSEE's failure to abide by the terms of this Lease Agreement, LESSEE shall immediately reimburse LESSOR all of LESSOR's reasonable expenses therefor, provided LESSOR provides LESSEE with sufficient documentation to support its claim for reimbursement. Provided that such violation does not interfere with the rights of others in the vicinity of the Premises to the quiet enjoyment of such other nearby real property, LESSEE shall have thirty (30) days to cure any violation of this provision. After the time provided to cure such violation, LESSEE's violation of this provision shall constitute a default hereunder and render this Lease Agreement null and void and LESSEE shall forthwith, at LESSOR's request, surrender possession of the Premises to LESSOR.

- c. Disabilities Act. LESSEE covenants and agrees that there will be no discrimination of any kind in the use of the Premises. As between LESSOR and LESSEE, (a) LESSEE shall bear the risk of complying with Title III of the Americans With Disabilities Act of 1990, any state laws governing handicapped access or architectural barriers, and all rules, regulations, and guidelines promulgated under such laws, as amended from time to time (the "Disabilities Act") in the Premises, and (b) LESSOR shall bear the risk of complying with the Disabilities Act in the common areas of the Park, other than compliance that is necessitated by the use of the Premises for other than the Purpose or as a result of any alterations or additions, including any initial LESSEE improvement work, made by or on behalf of the LESSEE (which risk and responsibility shall be borne by LESSEE).



d. Hazardous Materials.

- i. Definition. As used herein, the term “Hazardous Materials” means substances (A) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law; (B) which is defined as a “Hazardous Waste”, “Hazardous Substance”, “Toxic Substance”, pollutant or contaminate under any federal, state or local statute, regulation, rule or ordinance or amendments thereto; or (C) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, or otherwise hazardous, including specifically mercury, and is regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of Florida or any political subdivision thereof; or Biomedical Waste.
- ii. Prohibition on Use of Hazardous Materials on Premises. The Premises shall not be used for any use which creates extraordinary environmental hazards, fire hazards, results in an increased rate of insurance on the Premises or its contents, or for the storage of any Hazardous Materials. If, because of LESSEE’s acts, the rate of insurance on the Premises or its contents increases, then LESSEE shall pay to LESSOR the amount of such increase on demand as Rent, and acceptance of such payment shall not waive any of LESSOR’s other rights.

14. Naming and Exterior Signage. LESSEE understands and agrees that LESSOR, as owner of the Premises, has the exclusive right to name the Premises and to install or display such signage in and around the Premises. Accordingly, LESSEE understands and agrees that the Premises shall be referred to as, and any signage identifying the Premises will bear the name of, “Broward Health Park at Imperial Point,” with Broward Health’s logo and design, and in a form agreeable to the LESSOR. Both the LESSEE and LESSOR shall work together in good faith to incorporate, consistent with applicable federal, state, and local law, new signage bearing such name, along with the phrase, “Honoring Dottie Mancini” and identification of LESSEE and LESSEE’s logo and design (if desired by LESSEE), as well as the graphics, materials, color, design, lettering, lighting, size, illumination, specifications and location of such signage, in a form acceptable and agreeable to both parties.

15. Default.

- a. If LESSEE abandons or vacates the Premises prior to the expiration of the term hereof, LESSOR shall have the right to re-enter the Premises without further notice to LESSEE and such act of abandonment shall be considered an immediate material breach of this Lease Agreement by LESSEE.



- b. If LESSEE fails to pay any amount required hereunder within fifteen (15) days of its due date, or fails to perform any material covenant, condition, agreement or provision contained herein, such act shall be considered a material breach of this Lease Agreement by LESSEE.
  - c. Upon the occurrence and continuance of a material breach of this Lease Agreement by LESSEE, LESSOR will provide LESSEE with notice and an opportunity to cure the material breach. If, within fifteen (15) days after LESSOR provided LESSEE with notice of the material breach LESSOR is not satisfied that the material breach has been cured, LESSOR may, at its option and without any obligation to do so, elect to terminate and cancel this Lease Agreement and/or pursue any other remedy available under this Lease Agreement or applicable law.
  - d. In any action to enforce the provisions of this Lease Agreement, the prevailing party shall be entitled to all costs and reasonable attorney's fees from the other party. Each party's liability for costs and attorney's fees, however, shall not alter or waive such party's sovereign immunity, or extend such party's liability beyond the limits established in Section 768.28, Florida Statutes, as amended.
16. Bankruptcy or Insolvency. If LESSEE is adjudicated bankrupt or makes an assignment for the benefit of creditors, or if the leasehold interest is sold under a legal order, or judgment, LESSEE shall provide adequate protection payments and adequate assurance that it will continue to perform its obligations under this Lease.
17. Assignment. LESSEE shall have no right to assign its interest in this Lease Agreement or sublease all or any portion of the Premises except with the prior written consent of the LESSOR which consent may be granted or withheld in LESSOR's sole discretion.
18. As-Is Condition. The Premises are being made available in "as-is" condition. LESSEE acknowledges that it has had the opportunity to inspect the Premises and accepts them in their condition existing at the commencement of the term.
19. Notice. Notice shall be given to the other party by U.S. Mail at the following addresses:

**Lessee:** City Manager  
101 NE 3<sup>rd</sup> Avenue, Suite 2100  
Fort Lauderdale, Florida 33301

*with a copy to:* City Attorney  
1 E Broward, Suite 1320  
Fort Lauderdale, Florida 33301

**Lessor:** Chief Executive Officer/President  
North Broward Hospital District  
1800 NW 49 Street



Fort Lauderdale, Florida 33309

*with a copy to:* General Counsel  
North Broward Hospital District  
1800 NW 49 Street  
Fort Lauderdale, Florida 33309

20. Integration. This Lease Agreement represents the entire and integrated agreement between the LESSOR and LESSEE and supersedes all prior negotiations, representations, or agreements, either written or oral. This Lease Agreement may be amended only by written instrument signed by both the LESSOR and LESSEE.
21. Governing Law. This Lease Agreement shall be governed by the laws of the State of Florida.
22. Venue. The parties agree that any litigation between them arising out of this Lease Agreement shall take place in the state or federal courts in and for Broward County, Florida.
23. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
24. Sovereign Immunity. The parties hereto acknowledge that LESSOR is a political subdivision of the State of Florida and enjoys sovereign immunity. Nothing in this Agreement shall be construed to require LESSOR to indemnify LESSEE for its negligence or assume any liability for LESSEE's negligence. The parties recognize that LESSOR shall have no liability beyond the limits established in Florida Statutes § 768.28, and nothing in this Lease Agreement is intended, nor shall be construed or interpreted, to alter or waive LESSOR's entitlement to sovereign immunity or liability beyond the limits established in Florida Statutes § 768.28. All terms and provisions contained in this Lease Agreement, or any disagreement or dispute concerning it, are to be construed or resolved so as to ensure LESSOR of the limitation from liability provided to the state's political subdivisions by state law. The parties hereto acknowledge that LESSEE is a political subdivision of the State of Florida and enjoys sovereign immunity. Nothing in this Agreement shall be construed to require LESSEE to indemnify LESSOR for its negligence or assume any liability for LESSOR's negligence. The parties recognize that LESSEE shall have no liability beyond the limits established in Florida Statutes § 768.28, and nothing in this Lease Agreement is intended, nor shall be construed or interpreted, to alter or waive LESSEE's entitlement to sovereign immunity or liability beyond the limits established in Florida Statutes § 768.28. All terms and provisions contained in this Lease Agreement, or any disagreement or dispute concerning it, are to be construed or resolved



so as to ensure LESSEE of the limitation from liability provided to the state's political subdivisions by state law. The obligations under this Section shall survive termination or nonrenewal of this Agreement.

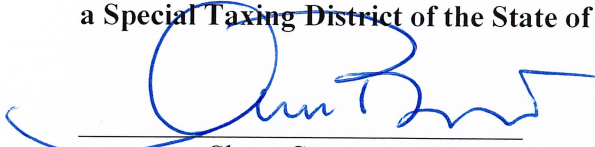
25. No Waiver. No delay in exercising or omission of the right to exercise any right or power by either party shall impair any such right or power or shall be constructed as a waiver of any breach or default or as acquiescence thereto. One or more waivers of any covenant, term, or condition of this Lease Agreement by either party shall not be construed by the other party as a waiver of a continuing or subsequent breach of the same covenant, provision, or condition. The consent or approval by either party to or of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.
26. Separability. Each and every covenant and agreement herein shall be separate and independent from any other and the breach of any covenant or agreement shall in no way or manner discharge or relieve the performance of any other covenant or agreement. Each and all of the rights and remedies given to either party by this Lease Agreement or by law or equity are cumulative, and the exercise of any such right or remedy by either party shall not impair such party's right to exercise any other right or remedy available to such party under this Lease Agreement or by law or equity.
27. Quiet Enjoyment. LESSOR represents and warrants that it has full right and authority to enter into this Lease Agreement and that upon payment of rent by LESSEE, LESSEE shall peaceably and quietly have, hold and enjoy the Premises without hindrance or molestation from LESSOR subject to the terms and provisions of this Lease.
28. Public Records. Each party shall maintain its own respective records and documents associated with this Lease Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Chapter 119, Florida Statutes, as same may be amended from time to time and any resultant award of attorney's fees for non-compliance with that law.
29. Authority. Each party hereby represents and warrants that the individual signing on its behalf has the power and authority to enter into this binding agreement on behalf of the party that it is binding hereto. LESSOR represents and warrants that this Lease Agreement has been approved by the governing body of the LESSOR or that such governing body has delegated authority to the individual signing this Agreement to enter into binding agreements on LESSOR's behalf.

[SIGNATURE PAGE FOLLOWS]



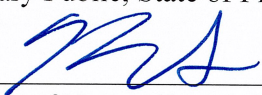
IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

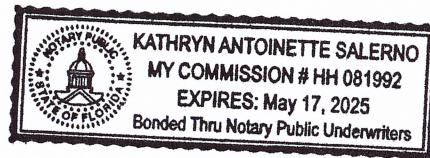
NORTH BROWARD HOSPITAL DISTRICT,  
a Special Taxing District of the State of Florida

  
Shane Strum,  
President/CEO *ALISA BERT  
Interim CFO*

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this *2nd* day of *October*, 2024, by ~~SHANE STRUM~~, *ALISA BERT* *Interim CFO* of the North Broward Hospital District, a special taxing district of Florida on behalf of the North Broward Hospital District.

*Kathryn Antoinette Salerno*  
Notary Public, State of Florida  
  
Name of Notary Typed, Printed or Stamped



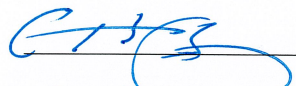
Personally Known ☒ OR Produced Identification \_\_\_\_\_


Type of Identification Produced \_\_\_\_\_




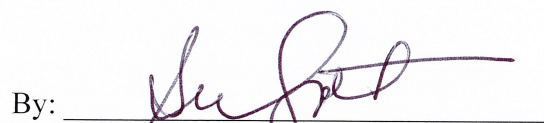
CITY OF FORT LAUDERDALE, A  
MUNICIPAL CORPORATION OF THE  
STATE OF FLORIDA

WITNESSES:


  
Christopher Cooper  
[Witness type or print name]

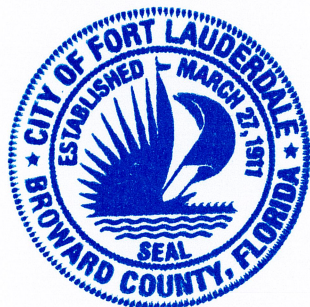
  
Ben Rogers  
[Witness type or print name]

By:   
Dean J. Trantalis, Mayor

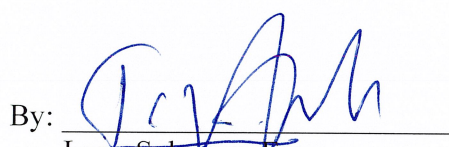
By:   
Susan Grant, Acting City Manager

ATTEST:

  
David R. Soloman, City Clerk



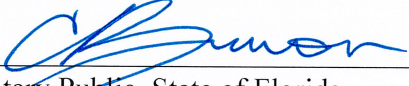
Approved as to form and correctness:  
Thomas Ansbro, City Attorney

By:   
Lynn Solomon, Esq.  
Assistant City Attorney



STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1<sup>st</sup> day of October, 2024, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

  
Notary Public, State of Florida



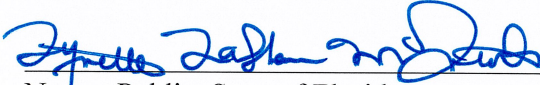
Casandra Brown  
Name of Notary Typed, Printed or Stamped

Personally Known ☒ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this by means of ☒ physical presence or ☐ online notarization, this 1<sup>st</sup> day of October, 2024, by SUSAN GRANT, Acting City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

  
Notary Public, State of Florida



Lynette LaShawn McIntosh  
Name of Notary Typed, Printed or Stamped

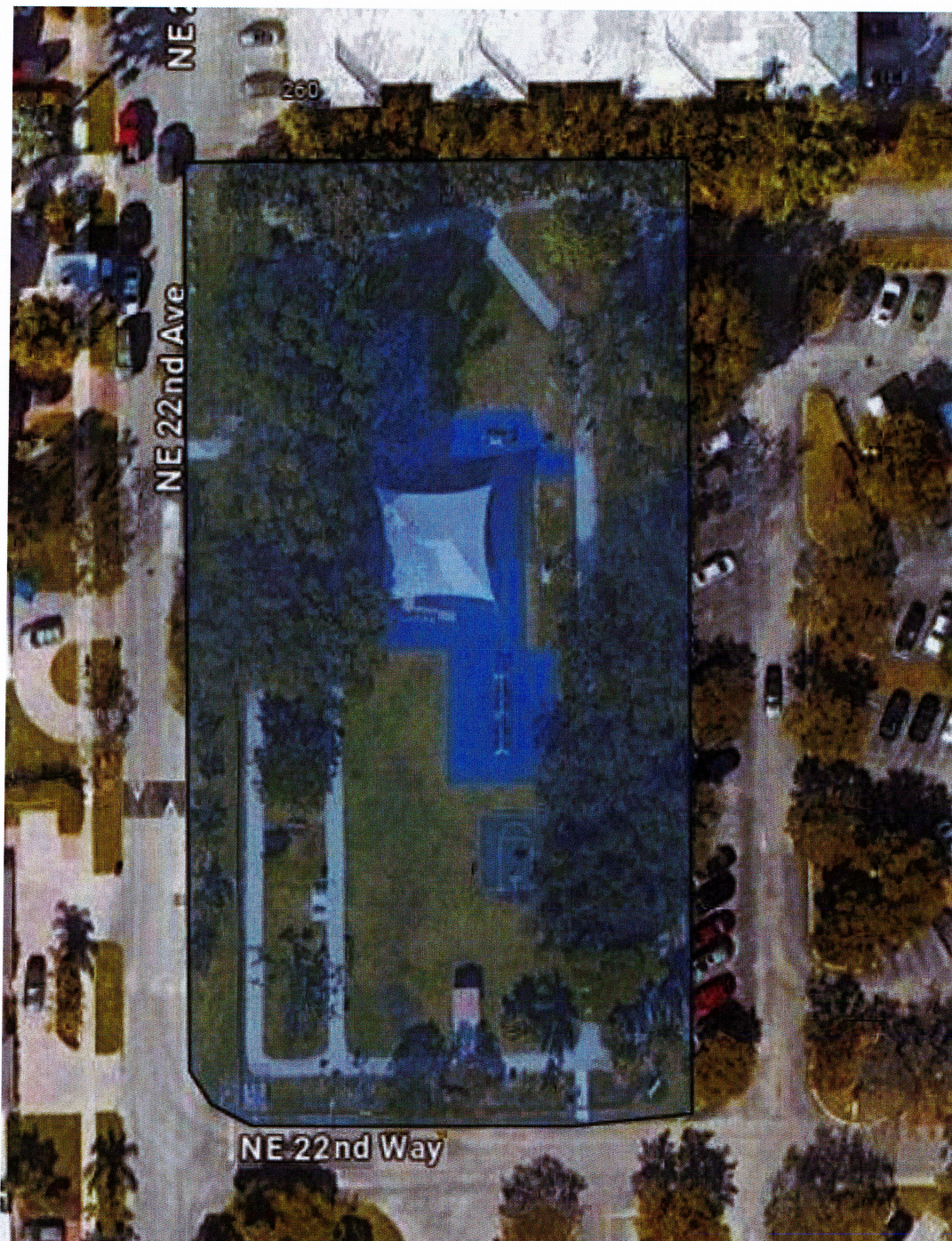
Personally Known ☒ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_



## Exhibit A

The area highlighted in blue in the following image depicts the approximate area and boundaries of the Premises.





**NORTH BROWARD HOSPITAL DISTRICT  
ADMINISTRATIVE DELEGATION OF  
AUTHORITY**

**SUBJECT: DELEGATION OF SIGNATURE AUTHORITY TO EXECUTE AGREEMENTS FOR AND ON THE BEHALF OF NORTH BROWARD HOSPITAL DISTRICT D/B/A BROWARD HEALTH PURSUANT TO SECTION XVI.A.2.b.**

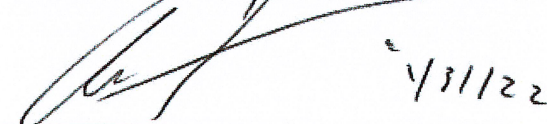
**1.0 LEGAL AUTHORITY**

Section XVI.A.2.b. of the Master Procurement Code, GA-001-150.

**2.0 DELEGATION OF AUTHORITY**

In accordance with Section XVI.A.2.b. of the Master Procurement Code, GA-001-150 ("Procurement Code"), and to ensure efficiency in the daily operations and management of the District, the District's Chief Financial Officer ("CFO") hereby delegates the authority to Alisa Bert ("Delegee") to negotiate and execute agreements with vendors and contractors. Pursuant to the Procurement Code, all agreements signed by the Delegee shall be a valid and binding obligation for and on the behalf of the District. This Delegation of Authority shall remain in full force and effect while the CFO is unavailable beginning on January 31, 2023 and will terminate upon the CFO's return unless earlier revoked by the CFO.

Executed this 31st day of January, 2023



Alexander Fernandez, SVP/Chief Financial Officer