

THIRD AMENDMENT TO SERVICE AGREEMENT

THIS THIRD AMENDMENT (“Third Amendment”) to Service Agreement (the “Agreement”), by and between the **North Broward Hospital District d/b/a Broward Health**, a special taxing district of the State of Florida (“Broward Health”), and **City of Fort Lauderdale, a Florida municipal corporation**(“City”) (Broward Health and City each may be referred to as a “Party” and collectively as the “Parties”) takes effect February 1, 2024 or upon the date of the last signature of the Parties to this Amendment, whichever date is later (“Third Amendment Effective Date”).

RECITALS

WHEREAS, the Parties entered into the Agreement with effective date of February 1, 2019, for Broward Health to provide professional instructors to conduct health-related fitness classes, programming, and lectures at the City’s Beach Community Center; and

WHEREAS, the Parties entered into a certain First Amendment to the Agreement with an effective date of February 1, 2021; and

WHEREAS, the Parties entered into a certain Second Amendment to the Agreement with an effective date of February 1, 2022; and

WHEREAS, the Parties agree to amend the Agreement for an additional term as set forth herein, and now wish to reduce the terms of their agreement to writing.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- I. **RECITALS**: The foregoing recitals are true and correct in all respects and are incorporated herein by reference.
- II. **DEFINITIONS**: For purposes of this Third Amendment, capitalized terms used but not defined herein have the meanings assigned to them in the Agreement.
- III. **AMENDMENTS**: The Agreement is hereby amended as follows:
 - A. **Term**: The parties agree that the Agreement shall be extended for one (1) additional twenty-four (24) month term, which shall commence on February 1, 2024, and terminate on January 31, 2026, pursuant to the same terms and conditions as the Agreement and subject however to any earlier termination or cancellation as provided in the Agreement.

IV. SCRUTINIZED COMPANIES: Pursuant to § 287.135(2), Fla. Stat., and unless otherwise authorized under state or federal law, by executing this Agreement, City is certifying that City has not been placed on the Scrutinized Companies that Boycott Israel List created pursuant to § 215.4725, Fla. Stat., and that City is not currently engaged in the boycott of Israel, and if the compensation provided to City in the Agreement is in excess of One Million (\$1,000,000.00) Dollars, City certifies that City has not been placed on the Scrutinized Companies with Activities in Sudan List and the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to § 215.473, Fla. Stat., and City is certifying that City has not engaged in any business operations in Cuba or Syria. City understands and agrees that Broward Health may, at its option, terminate this Agreement immediately without cost, penalty or the imposition of damages if: (i) it is found that City has submitted a false certification while submitting a bid or proposal or prior to entering into or renewing the Agreement: (ii) it is found that City has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel; or (iii) the Agreement is in excess of One Million (\$1,000,000.00) Dollars and it is found that City has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

V. COUNTERPARTS AND DIGITAL SIGNATURES: This Third Amendment may be executed in two (2) or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a .PDF format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or .PDF signature page were an original thereof. Both Parties agree that this Third Amendment or any other document necessary for the consummation of the transaction contemplated by the Agreement may be accepted, executed, and agreed to through the use of a digital signature in accordance with the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, et seq.), Florida's Electronic Signature Act of 1996 (§ 668.001, F.S., et seq.), Florida's Uniform Electronic Transactions Act (§ 668.50, F.S.), and any other applicable federal or state law, and any document accepted, executed, or agreed to in conformity with such laws shall be binding and shall have the same effect as

handwritten signatures for the purposes of validity, enforceability, and admissibility. Both Parties hereby consent to the use of any third-party electronic signature capture service providers as may be chosen by either Party in conformance with the foregoing laws.

VI. HEADINGS: Headings herein are for the convenience of reference only and shall not be considered on any interpretation of this Third Amendment or the Agreement.

VII. NO OTHER CHANGES: Except as modified by this Third Amendment, all terms, covenants, obligations and provisions of the Agreement shall remain unaltered, shall continue in full force and effect, and are hereby ratified, approved and confirmed by the Parties in every respect. If the terms and conditions set forth in this Third Amendment directly conflict with any provision contained in the Agreement, then this Third Amendment shall control.

IN WITNESS WHEREOF, we the undersigned, duly authorized representatives have executed and delivered this Third Amendment without reservation having read the terms contained herein and intending to bind the Parties, to be effective as of the Third Amendment Effective Date.

**NORTH BROWARD HOSPITAL
DISTRICT D/B/A BROWARD HEALTH**

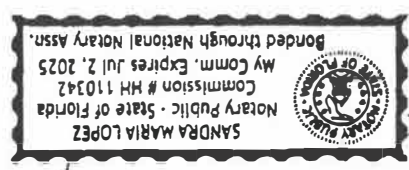
By: [Signature]
Alisa Bert, Interim CFO

Date: 1/4/2024

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 4th day of January, 2024, by **Alisa Bert**, as Interim CFO for **NORTH BROWARD HOSPITAL DISTRICT d/b/a BROWARD HEALTH**.

(SEAL)



[Signature]
Signature of Notary Public State of Florida

Print, Type, or Stamp Commissioned Named
Of Notary Public

Personally Known ✓ OR Produced Identification _____

IN WITNESS WHEREOF, the parties and have set their hands and seal the day and year first written above.

ATTEST

CITY OF FORT LAUDERDALE, a
Florida municipal corporation

David R. Soloman
City Clerk

Greg Chavarria
City Manager

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

Patricia SaintVil-Joseph
Assistant City Attorney