

NAME OF DOCUMENT: SECOND EXTENSION AND AMENDMENT TO AGREEMENT BETWEEN CITY AND NORTH BROWARD HOSPITAL DISTRICT D/B/A BROWARD HEALTH

Approved Comm. Mtg. on December 4, 2012 CAR# 12-2413

ITEM: M-7 PH - O - CR - R

Routing Origin: CAO ENG. COMM. DEV. OTHER

Also attached: copy of CAR copy of document ACM Form # originals

By: ye forwarded to: _____
Initials

1.) Approved as to Content: [Signature]
Department Director

Capital Improvements 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, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

Please Check the proper box: CIP FUNDED YES NO
Capital Improvement Projects

2.) Approved as to Funds Available: by [Signature] Date: 12-12-12
Finance Director CMS

Amount Required by Contract/Agreement \$ 64,215 Revenue Funding Source: general fund.

Dept./Div. Plc + Rec Index/Sub-object 51,372 expense Project # PUR 033301-5956 - \$64,215 Rev
PUR 033301-3246 \$51,372 exp

3.) City Attorney's Office: Approved as to Form:# _____ Originals to City Mgr. By: _____

Harry A. Stewart _____ Cole Copertino _____ Robert B. Dunckel _____
Ginger Wald _____ D'Wayne Spence _____ Paul G. Bangel _____
Carrie Sarver _____ DJ Williams-Persad [Signature]

4.) Approved as to content: Assistant City Manager:

By: _____ By: _____
Stanley Hawthorne, Assistant City Manager Susanne Torriente, Assistant City Manager

5.) City Manager: Please sign as indicated and forward originals to Mayor.

6.) Mayor: Please sign as indicated and forward originals to Clerk.

7.) To City Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

8.) City Clerk: forward two originals to: Stacey Daley

Original Route form to Glynis Burney

12/21

SECOND EXTENSION AND AMENDMENT TO AGREEMENT

THIS EXTENSION AND AMENDMENT TO AGREEMENT ("Second Extension and Amendment"), by and between **City of Ft. Lauderdale**, a municipal corporation of the State of Florida, (hereinafter referred to as "City") and the **North Broward Hospital District d/b/a Broward Health**, a special taxing district of the State of Florida, ("Broward Health or District or District") takes effect February 1, 2013 ("Effective Date").

RECITALS

WHEREAS, Broward Health or District and City entered into a certain Agreement ("Agreement") effective February 1, 2011 through January 31, 2012 ("Term"); and

WHEREAS, Broward Health or District and City entered into a certain First Extension to Agreement between Broward Health or District and City ("First Extension") effective February 1, 2012 through January 31, 2013; and

WHEREAS, the parties now agree to extend and amend the Agreement as set forth herein, and now wish to reduce the terms of their agreement to writing; and

WHEREAS, pursuant to Motion, adopted at its meeting of December 4, 2012, the City Commission authorized execution of the Second Extension and Amendment;

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. Section 5 of the Agreement is hereby amended by incorporating Section 5(d) as follows:

(d) District or Broward Health or District agrees to provide a ten (10%) percent discount to all City of Ft. Lauderdale employees for the specialized health-related fitness classes and programming to be provided by District or Broward Health or District under this Agreement.

III. Section 6 of the Agreement is hereby amended to include the following language:

The Term of the Agreement is hereby is extended for an additional one (1) year term, beginning February 1, 2013 through January 31, 2014 (“Extended Term”), subject however, to prior termination only as herein provided.

III. **NO OTHER CHANGES.**

Except as modified by this 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 Amendment shall directly conflict with any provision contained in the Agreement, then this Amendment shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have signed this Second Extension and Amendment to Agreement to be effective as of the Effective Date.

CITY

WITNESSES:

CITY OF FORT LAUDERDALE

Safeya Ali
Safeya Ali
[Witness type/print name]

[Signature]
Mayor

[Signature]
[Signature]
[Witness type/print name]

[Signature]
City Manager

ATTEST:

(CORPORATE SEAL)

[Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
Assistant City Attorney

DISTRICT

WITNESSES:

**NORTH BROWARD HOSPITAL
DISTRICT d/b/a BROWARD HEALTH
OR DISTRICT.**

Melinda Jacobs

By: Robert K. Martin
Robert K. Martin, Senior VP/CFO

Melinda Jacobs
[Witness type/print name]

ATTEST:

[Witness print/type name]

Secretary

(CORPORATE SEAL)

State of Florida :
County of Broward :

The foregoing instrument was acknowledged before me this 28th day of November, 2012, by Robert K. Martin as Senior VP/CFO of North Broward Hospital District d/b/a Broward Health or District, on behalf of District or Broward Health or District. He is personally known to me or has produced _____ as identification.

Katherine M. Cameron
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)



Name of Notary Typed, Printed or Stamped

My Commission Expires: 7-12-13

Commission Number: DD 881654