

*Processed  
original*

To: Wendy Gonyea, Assistant City Clerk IV  
From: Robert B. Dunckel, Assistant City Attorney *RBD/RBS*  
Date: March 10, 2014  
Re: Hold Harmless Agreement / North Broward Hospital District  
Broward Health Sports Medicine & Orthopedic Center of  
Excellence

---

Attached please find one fully-executed original Hold Harmless Agreement provided to City by North Broward Hospital District.

Although the Hold Harmless Agreement was not attached to the agenda item approved 11/5/2013 [item M-7; CAM 13-1410], it is relative to that transaction.

CITY CLERK  
2014 MAR 10 PM 4: 18

L:\RBD\memos\2014\gonyea.doc  
Attachment  
**A-13-152**

**HOLD HARMLESS AGREEMENT**

THIS HOLD HARMLESS AGREEMENT is entered this \_\_\_ day of \_\_\_\_\_ by and between:

**NORTH BROWARD HOSPITAL DISTRICT**, a special taxing district in Broward County, created by the State of Florida, d/b/a/ **BROWARD HEALTH**, its successors and assigns, hereinafter “**BROWARD HEALTH**”

and

**CITY OF FORT LAUDERDALE**, a municipal corporation of the State of Florida having a principal address at 100 North Andrews Avenue, Fort Lauderdale, FL 33301 (hereinafter “**CITY**”)

CITY CLERK  
2014 MAR 10 PM 4: 18

**RECITALS**

WHEREAS, the CITY and BROWARD HEALTH are about to enter into a Revocable License with Broward County, a political subdivision of the State of Florida (hereinafter, “**COUNTY**”) relative to BROWARD HEALTH’S installation and maintenance of certain landscaping and related improvements in the right of way for South Andrews Avenue, the installation and maintenance of such improvements being subject to certain terms and conditions; and

WHEREAS, pursuant to the Florida Transportation Code, South Andrews Avenue is within the County Road System; and

WHEREAS, there are a number of provisions within the Revocable License Agreement that cast obligations on the City that exceed that of the CITY accepting the obligation of ongoing maintenance of the landscaping, irrigation and other related improvements in the event Broward Health fails to perform in accordance with the Revocable License Agreement; and

WHEREAS, in order to induce the City into entering the Revocable License Agreement with the County and Broward Health, as a condition precedent to executing the Revocable License Agreement, the City is requiring Broward Health to provide the City with the below hold harmless agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable considerations, the sufficiency and adequacy of which is hereby acknowledged, BROWARD HEALTH hereby agrees as follows:

- 1. Recitals. The foregoing Recitals are true and correct.

CITY CLERK

NOV 10 PM 4:18

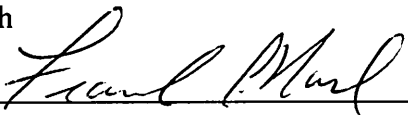
2. BROWARD HEALTH does hereby agree and acknowledge that it shall protect, defend, indemnify and hold the CITY, its officials, employees, and agents harmless from any and all administrative actions initiated by Broward County or any other person whomsoever, any lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses or liabilities of every kind in connection with or arising directly out of BROWARD HEALTH'S obligations under the Revocable License Agreement dated Oct 3rd, 2013, between BROWARD HEALD, CITY and COUNTY, a copy of which is attached hereto as Exhibit "A" and made a part hereof.

3. This Hold Harmless Agreement shall take effect upon execution of the Revocable License Agreement by BROWARD HEALTH, CITY and COUNTY.

4. This Hold Harmless Agreement shall continue in full force and effect until such time as the Revocable License Agreement becomes null and void by operation of law, or is terminated by court order or mutual agreement between BROWARD HEALTH and CITY.

IN WITNESS WHEREOF, the undersigned does hereby swear or affirm and warrant that they are authorized to enter into this Hold Harmless Agreement by North Broward Hospital District D/B/A Broward Health, a special taxing district of the State of Florida and I have hereunto set my hand and seal this 3 day of October, 2013.

North Broward Hospital District d/b/a Broward Health



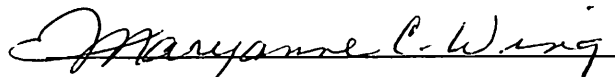
\_\_\_\_\_

By: Frank Nask, President / CEO

STATE OF FLORIDA )

COUNTY OF BROWARD ) ss:

THE FOREGOING INSTRUMENT was acknowledged before me this 3 day of October 2013, by Frank Nask, as CEO of North Broward Hospital District D/B/A Broward Health, a special taxing district of the State of Florida, who is known to me or who has produced \_\_\_\_\_, as identification.

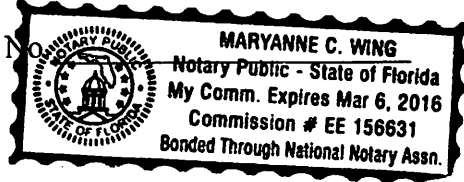


NOTARY PUBLIC

Maryanne C. Wing

Type or Print Name

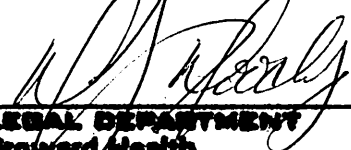
Commission No.

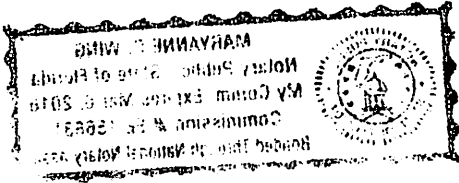


My Commission Expires:

F:\rbdoffice\2013\Public Works\NBHD Orthopedic.Sports\HoldHarmless.2.doc  
L:\PUBLIC WORKS\2013\Broward Health 1600 S Andrews\HoldHarmless.2.doc

**APPROVED AS TO LEGAL FORM**

  
\_\_\_\_\_  
**LEGAL DEPARTMENT**  
**Broward Health**  
Date: 10/3/13



**APPROVED AS TO LEGAL FORM**

**LEGAL DEPARTMENT**  
**Broward Health**

**Date:** \_\_\_\_\_