



CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#24-0095

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Greg Chavarria, City Manager

DATE: January 23, 2024

TITLE: Motion Approving a Third Amendment to Service Agreement with North Broward Hospital District d/b/a Broward Health to Provide Fitness and Wellness Classes at Beach Community Center – **(Commission District 1)**

Recommendation

Staff recommends that the City Commission approves a Third Amendment to extend the Service Agreement for an additional two (2) year term effective February 1, 2024 through January 31, 2026, in substantially the form attached, with North Broward Hospital District d/b/a Broward Health to provide fitness and wellness classes at the Beach Community Center, and authorize the City Manager to execute the agreement.

Background

On July 9, 2019, the City Commission approved an agreement with North Broward Hospital District to provide health related fitness classes (CAM 19-0159). Section 4 of the Agreement provides that the parties may extend the Agreement upon parties' mutual written consent.

On February 2, 2021, the City Commission approved a first amendment with North Broward Hospital District to provide health related fitness classes (CAM 21-0141) and extended the Agreement for an additional one (1) year term effective February 1, 2021 through January 31, 2022.

On December 7, 2021, the City Commission approved a second amendment with North Broward Hospital District to provide health related fitness classes (CAM 21-1135) and extended the agreement for an additional two (2) years effective, February 1, 2022 through January 31, 2024.

Under the terms of the proposed contract, Broward Health will provide all instructional staff, program related equipment and liability insurance for the program. As there are no City related costs for this program, Broward Health will receive 80% of the gross revenue. During the two-year extension, staff estimates the City will gross approximately \$112,400 in registrant fees and will pay the Medical Center \$89,920 for the contract term. Therefore, the estimated total revenue to the City during the term of the agreement will be \$22,480.

Resource Impact

There is a net positive fiscal impact to the City in the current fiscal year of \$11,240. Revenue and expenses related to this agreement are included in the FY 2024 operating budget in the accounts listed below.

<i>Funds available as of January 10, 2024</i>					
ACCOUNT NUMBER	COST CENTER NAME (Program)	ACCOUNT/ACTIVITY NAME	AMENDED BUDGET (Character)	AMOUNT RECEIVED (Character)	AMOUNT
10-001-6024-572-347-200-PKR956	Adult Programs	Charges for Services / Senior Programs – Sr/Adult	\$100,000	\$23,952	\$56,200
TOTAL AMOUNT ►					\$56,200

ACCOUNT NUMBER	COST CENTER NAME (Program)	ACCOUNT/ACTIVITY NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-001-6024-572-30-3246	Adult Programs	Services/ Materials - Recreation Prog	\$203,070	\$139,939	\$44,960
TOTAL AMOUNT ►					\$44,960

Strategic Connections

This item is a *2024 Commission* Priority, advancing the Parks and Public Places initiative.

This item supports the *Press Play Fort Lauderdale Strategic Plan 2024*, specifically advancing:

- The Public Places Focus Area
- Goal 3: Build a healthy and engaging community.
- Objective: Offer a diverse range of recreational and educational programming

This item advances the *Fast Forward Fort Lauderdale Vision Plan 2035: We Are Here*.

This item supports the *Advance Fort Lauderdale 2040 Comprehensive Plan* specifically advancing:

- The Public Places Focus Area
- The Parks, Recreation & Open Spaces Element
- Goal 1: Be a community where persons of all ages are able to partake in a fun and healthy lifestyle.

Attachments

Exhibit 1 – Agreement

Exhibit 2 – First Amendment to Service Agreement

Exhibit 3 – Second Amendment to Service Agreement

Exhibit 4 – Third Amendment to Service Agreement

Prepared by: Carolyn Bean, Parks and Recreation

Department Director: Carl Williams, Parks and Recreation

CM-3 24-0082 Motion Approving a Second Amendment to the Comprehensive Agreement with Las Olas Parking Solutions, LLC for the Development, Operation, and Maintenance of a Multi-Use Structure with Public Parking, a Fire-Rescue/EMS Substation, and Retail, at the Southeast Corner of SE 2nd Court and SE 8th Avenue - (Commission District 4)

APPROVED

Yea: 5 - Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst and Mayor Trantalis

CONSENT RESOLUTION

CR-2 24-0147 Resolution Extending the Termination Date of the Noise Control Advisory Committee to December 2024 - (Commission Districts 1, 2, 3 and 4)

24-16

ADOPTED

Yea: 5 - Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst and Mayor Trantalis

CONSENT AGENDA ITEMS PULLED FOR DISCUSSION

CM-1 24-0116 Motion Approving Event Agreements and Related Road Closures for 18th Annual Duck Fest Derby, Friday Dining in the Streets and MODS' 27th Annual Wine, Spirits and Culinary Celebration - (Commission Districts 1 and 2)

APPROVED AS AMENDED

Yea: 5 - Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst and Mayor Trantalis

CM-4 24-0095 Motion Approving a Third Amendment to Service Agreement with North Broward Hospital District d/b/a Broward Health to Provide Fitness and Wellness Classes at Beach Community Center - (Commission District 1)

APPROVED

Yea: 4 - Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Herbst and Mayor Trantalis

Abstain: 1 - Commissioner Sturman

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

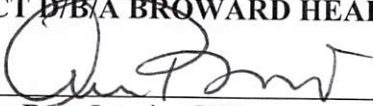
handwritten signatures for the purposes of validity, enforceability, and admissibility. Both Parties hereby consent to the use of any third-party electronic signature capture service providers as may be chosen by either Party in conformance with the foregoing laws.

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**

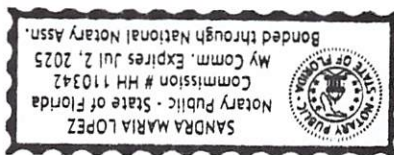
By: 
Alisa Bert, Interim CFO

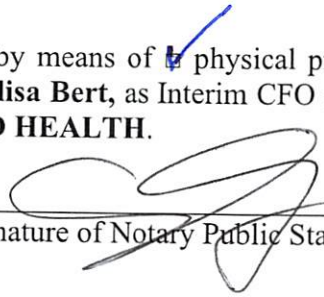
Date: 1/4/2024

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 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

David R. Soloman
City Clerk



CITY OF FORT LAUDERDALE, a
Florida municipal corporation

Greg Chavarria
City Manager

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

Patricia Saint-Vil-Joseph
Assistant City Attorney



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COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

14

Today's Date: 1 / 29 /2024

DOCUMENT TITLE: NORTH BROWARD HOSPITAL DISTRICT D/B/A BROWARD HEALTH - THIRD AMENDMENT TO SERVICE AGREEMENT

COMM. MTG. DATE: 1/23/2024 CAM #: 24-0095 ITEM #: CM-4 CAM attached: YES NO

Routing Origin: CAO Router Name/Ext: J. Larregui/5106 Action Summary attached: YES NO

CIP FUNDED: YES NO

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

1) City Attorney's Office: Documents to be signed/routed? YES NO # of originals attached: 1

Is attached Granicus document Final? YES NO Approved as to Form: YES NO

Date to CCO: 1/25/24 Patricia SaintVil-Joseph [Signature]
Attorney's Name Initials

2) City Clerk's Office: # of originals: 1 Routed to: Donna V./Amber C./CMO Date: 01/30/24

3) City Manager's Office: CMO LOG #: JAW/02 Document received from: CCO 1/30/24

Assigned to: GREG CHAVARRIA
ANTHONY FAJARDO SUSAN GRANT
GREG CHAVARRIA as CRA Executive Director

APPROVED FOR G. CHAVARRIA'S SIGNATURE N/A FOR G. CHAVARRIA TO SIGN

PER ACM: A. Fajardo (Initial/Date) S. Grant (Initial/Date)

PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 1 originals to Mayor CCO Date: 1/30/24

4) Mayor/CRA Chairman: Please sign as indicated. Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

5) City Clerk: Scan original and forwards 1 originals to: Kyle Miller/Parks+Rec/Ext. 5360

Attach _____ certified Reso # _____ YES NO Original Route form to J. Larregui/CAO