

## FIRST AMENDMENT TO SERVICE AGREEMENT

THIS FIRST AMENDMENT (“First 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 municipal corporation of the State of Florida** (“City”) takes effect February 1, 2021 or upon the date of the last signature of the parties to this Amendment, whichever date is later (“First Amendment Effective Date”).

### RECITALS

WHEREAS, Broward Health and City entered into the Agreement effective as of February 1, 2019;

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

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 First 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. Pursuant to Section 4 of the Agreement, the parties agree that the term of the Agreement shall be extended for an additional one (1) year term commencing February 1, 2021 up to and including January 31, 2022, subject to earlier termination as provided in the Agreement.
- IV. **COUNTERPARTS:** This First 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.

- V. **ELECTRONIC SIGNATURE:** Broward Health and City agree that this First Amendment or any other document necessary for the consummation of the transaction contemplated by the Agreement may be accepted, executed, or 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 First Amendment or the Agreement.
- VII. **NO OTHER CHANGES:** Except as modified by this First 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 First Amendment directly conflict with any provision contained in the Agreement, then this First Amendment shall control.

**(Signature pages to follow)**



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

**ATTEST**

**CITY OF FORT LAUDERDALE**

By: \_\_\_\_\_  
Jeffrey A. Modarelli, City Clerk

By: \_\_\_\_\_  
Chris J. Lagerbloom, ICMA-CM  
City Manager

Approved as to form  
Alain E. Boileau, City Attorney

By: \_\_\_\_\_  
Tania Marie Amar,  
Assistant City Attorney