



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

3C

Today's Date: 4/2/2025

DOCUMENT TITLE: 1st Amendment to the Lease Agreement Between COFL & North Broward Hospital District for Broward Health Park honoring Dottie Mancini

COMM. MTG. DATE: 4/1/2025 CAM #: 25-0368 ITEM #: CM-6 CAM attached: ☒ YES ☐ NO

Routing Origin: CMO Router Name/Ext: Angela S. x-3442 Action Summary attached: ☐ YES ☒ NO

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.

CIP FUNDED: ☐ YES ☒ NO

1) Dept: CAO Router Name/Ext: Sonias X5598 # of originals routed: 3 Date to CAO: 4/2/25

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 3

Is attached Granicus document Final? ☒ YES ☐ NO

Approved as to Form: ☒ YES ☐ NO

Date to CCO: 4/2/25

Lynn Solomon
Attorney's Name

[Signature]
Initials

3) City Clerk's Office: # of originals: 3 Routed to: Donna V./Amber Carera./CMO Date: 04/02/25

4) City Manager's Office: CMO LOG #: APR 10 Document received from: CCO 4/3/25

Assigned to: RICKELLE WILLIAMS ☐ SUSAN GRANT ☐ ANTHONY FAJARDO ☐

LAURA REESE ☐ BEN ROGERS ☒

☐ APPROVED FOR R. WILLIAMS SIGNATURE

☐ N/A FOR R. WILLIAMS TO SIGN

PER ACM: S. GRANT (Initial/Date) PER ACM: L. REESE (Initial/Date)

B. Rogers 04.03.25 (Initial/Date)

A. Fajardo (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward ___ originals to ☐ Mayor ☐ CCO Date: _____

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

6) City Clerk: Scan original and forwards ___ originals to: Angela Salmon /CMO/ Ext. 3442

*** Please provide a scan of executed version to ssierra@fortlauderdale.gov

Attach ___ certified Reso # _____ ☐ YES ☐ NO

Original Route form to Sonias X5598

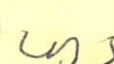
Sonia Sierra

From: Lynn Solomon
Sent: Wednesday, April 2, 2025 8:59 AM
To: Susan Grant; Angela Salmon
Cc: Sonia Sierra
Subject: Dottie Mancini

Susan/Angela,

I will route the Dottie Mancini First Amendment today.

Lynn Solomon
Assistant City Attorney
City of Fort Lauderdale
1 East Broward Blvd, Suite 1320
Fort Lauderdale, FL 33301
LSolomon@FortLauderdale.gov

Sonia,
Let's route 1st
Amendment for
execution 



**CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING**

#25-0368

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

FROM: Susan Grant, Acting City Manager

DATE: April 1, 2025

TITLE: Motion Approving a First Amendment to the Lease Agreement Between
North Broward Hospital District and the City of Fort Lauderdale for Broward
Health Park at Imperial Point Honoring Dottie Mancini, in Substantially the
Form Provided - **(Commission District 1)**

Recommendation

City staff recommends that the City Commission approve the First Amendment to the lease agreement (Agreement) between North Broward Hospital District (NBHD) and the City of Fort Lauderdale for Broward Health Park at Imperial Point Honoring Dottie Mancini (the "Property"), in substantially the form attached.

Background

On September 5, 2007, the City entered into a five-year lease agreement with NBHD for the Property located on NE 22 Avenue, designated for use as a public park and playground. In November 2013, the City entered into a ten-year lease extension, continuing its investment in the Property for public use.

By November 1, 2023, the lease expired, and NBHD took possession of the Property, restricting public access. The City and NBHD subsequently negotiated terms to regain control of the Property and maintain it as a public park, while also accommodating NBHD's future hospital expansion plans.

On October 1, 2024, the City Commission approved a new lease agreement with NBHD, which established an initial term with month-to-month payments of \$17,000. Once the extended term begins, the rent will be reduced to \$1 annually. The First Amendment clarifies and modifies key provisions to ensure a smooth transition into the extended term and secure long-term public access to the property.

Summary of the First Amendment

1. Defines a Conditional 15-Year Lease Extension:
 - Converts the lease to a 15-year term (Extended Term) contingent upon meeting key conditions (conditions consistent with initial lease), including:

- Final Development Approval of Broward Health's medical facility.
- City Commission approval of Broward Health's sublease with the YMCA.
- Regulatory approvals for Broward Health's healthcare operations, including a free-standing emergency department and fitness/wellness center.
- A recognition agreement allowing Broward Health to remain on the site if the YMCA lease is terminated.
- Final zoning, platting, and site plan approvals through the City and Broward County.

2. Adds an Option for Three Five-Year Renewals:

- Upon completion of the 15-year lease term, both parties may agree to three five-year renewal options, ensuring long-term continuity.

3. Clarifies Termination Rights:

- The initial lease provided that either party may terminate the lease without cause by providing a 90-day written notice at any time.
- This amendment provides that after the lease converts to the Extended Term, termination is only permitted for cause, including material or monetary breach of the lease terms.

4. Addresses Sovereign Immunity and Legal Liability:

- Confirms that sovereign immunity applies to tort liability only and does not limit the City's contractual obligations.
- Requires the City to defend and indemnify NBHD against claims arising from lease-related operations.

Resource Impact

There is no current fiscal impact associated with this item.

Strategic Connections

This item is a *Press Play Fort Lauderdale 2029* Initiative, included within the Public Places Cylinder of Excellence, specifically advancing:

- The Public Places Focus Area
- Goal 5: Build a beautiful and welcoming community.

This item advances the Fast Forward Fort Lauderdale 2035 Vision Plan: 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 2: Be a community with high quality parks and recreational facilities that highlight the character of our City.

Attachments

Exhibit 1 – Proposed First Amendment

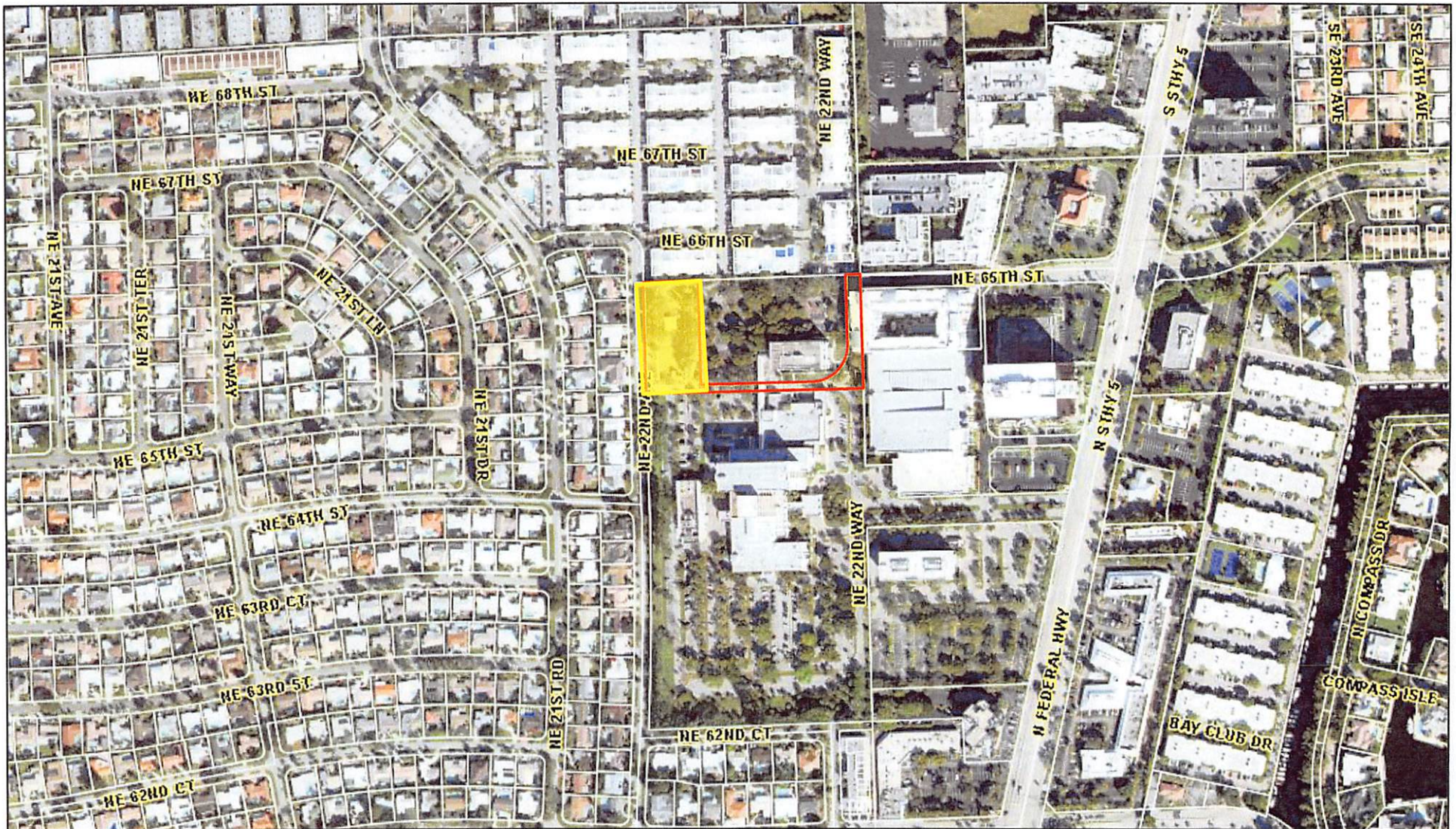
Exhibit 2 – Lease Agreement

Exhibit 3 – Location Map

Prepared by: Angela Salmon, Program Manager I, City Manager's Office

Charter Officer: Susan Grant, Acting City Manager

Property ID: 494212240011



Lease Portion in Yellow

**FIRST AMENDMENT TO BROWARD HEALTH PARK AT IMPERIAL POINT
HONORING DOTTIE MANCINI LEASE AGREEMENT**

THIS FIRST AMENDMENT ("First Amendment") to Broward Health Park at Imperial Point Honoring Dottie Mancini Lease 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 ("LESSOR"), and **City of Fort Lauderdale**, a Florida Municipal Corporation ("LESSEE") takes effect upon the date of the last signature of the Parties to this Amendment ("First Amendment Effective Date"). LESSOR and LESSEE each may be referred to as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Parties entered into the Agreement effective as of October 2, 2024; and

WHEREAS, the Parties agree to amend the Agreement 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 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. Section 3.b.ii.: Conversion to a 30-Year Lease.

Section 3.b.ii. is hereby deleted in its entirety and shall be replaced with the following language.

Conversion to the Extended Lease Term. The Parties agree that this Lease Agreement will be extended and converted to a lease of a period of fifteen (15) years provided that all of the following occur: Final Development Approval of the Broward Health Medical Facility structure to be built pursuant to the Sublease with the YMCA, including the Fort Lauderdale City Commission ("City Commission") approval of the Sublease; approval of Broward Health conducting health care operations on the site and its operation of a free-standing emergency department and a fitness/health and wellness center, all of which are approved by the City Commission and deemed "Permitted Uses" under the City's Prime Lease with the YMCA, along with a determination by the City Commission that the Sublease and Broward Health's health care operations on the site are consistent with the spirit and intent of Section 8.13 of the Fort Lauderdale City Charter; written approval of the use and storage of hazardous waste and substances created and/or used in the ordinary course of Broward Health's health care operations on the site provided Broward Health executes and delivers an Environmental Indemnity Agreement in favor of the City in form and substance acceptable to both parties; entry into a mutually agreed-to recognition agreement allowing Broward Health to occupy the site if the Prime Lease with the YMCA is terminated, subject to certain exclusions as agreed to by the parties hereto; and Final Site Plan Approval,

rezoning, land use amendment, if required, and platting (if necessary) through the City of Fort Lauderdale and Broward County with all applicable appeal periods having expired without the filing of a successful appeal by a third party. Provided that all of the foregoing conditions for conversion to a 15-year lease occur, the parties shall amend this Agreement to establish the Commencement Date of the 15-year extended lease term. If, however, for whatever reason, the conditions for conversion to a 15-year lease set forth in this subsection are not met, then this Lease Agreement shall not convert to a 15-year extended lease term. Final Development Approval and Final Site Plan Approval shall be defined as the process and final approvals as provided in Section 47-24.2 of the City's Unified Land Development Regulations and shall be deemed to include issuance of a building permit. At the end of the 15-year extended lease term, both parties shall have the option to renew for 3 five-year terms upon the mutual written consent of both parties. The initial 15-year extended lease term along with the 3 five-year optional renewal terms shall be collectively referred to herein as the "Extended Term".

With respect to the following conditions:

1. Amendment to Ground Lease or execution or approval of a New 50-year Ground Lease by and between Lessee and the YMCA which shall include, but not limited to, approval of the sublease and the proposed uses under the sublease.
2. Environmental Indemnity Agreement by and between Lessor and Lessee.
3. Recognition Agreement by and between Lessor, Lessee and the YMCA and sublease by and between Lessor and the YMCA.

Such conditions shall be deemed satisfied when the agreements have been approved by the City Commission of the Lessee and the board of directors of the YMCA or the governing body of the Lessor, as applicable, and each agreement has been executed by the appropriate parties.

As to conditions requiring the approval of a governing authority, such conditions are deemed satisfied when all applicable governing authorities have issued their official and binding approvals, and all appeal periods have expired.

It is anticipated that issuance of a building permit is the last condition to occur before the Extended Term shall commence.

Timely Response and Good Faith Efforts: To ensure the timely execution of all necessary approvals, permits, and actions required for the conversion of this Lease Agreement to the Extended Term, both the City and Broward Health (collectively, "Parties") agree to act in good faith and with due diligence in fulfilling their respective obligations under this Lease Agreement. Each Party shall promptly respond to requests for information, approvals, or other actions required from them and shall make reasonable efforts to expedite all reviews, approvals, and permits necessary to facilitate the conversion to the 15-year lease term with three (3) five-year options to renew. The Parties acknowledge that timely performance of their respective obligations is essential given the significant financial and operational investments involved, and any undue delay may adversely impact on the intended conversion of this Lease Agreement to a 15-year term with three (3) five-year options to renew at the rate of \$1 annually.

B. Section 3.b.iv.: Termination Without Cause.

Section 3.b.iii and 3.b.iv. are hereby deleted in their entirety and is replaced with the following language which shall be renumbered as Section 3.b.iii.

- iii. Termination. Notwithstanding the above provisions, either LESSEE or LESSOR may terminate this Lease without cause by providing the other party with at least ninety (90) days' written notice of termination; provided, however, once the Extended Term commences, this Lease may only be terminated for cause by the non-defaulting Party following the defaulting Party's failure to cure a default within thirty (30) days after notice is provided from the non-defaulting Party. For purposes of the Lease, "cause" shall mean either (i) a material breach of the terms of the Lease, (ii) a monetary breach of the Lease; or (iii) LESSOR's Sublease with the YMCA is terminated due to the fault of LESSEE.

C. Section 24: Sovereign Immunity.

The following language is hereby added to the end of Section 24 of the Lease.

Notwithstanding the foregoing, sovereign immunity shall be deemed to relate to tort liability only and shall not be construed to limit, curtail or condition the rights, remedies of liability of any party hereto in any contract action based on the terms of this Lease. Further, in the event any claim or legal action is brought or asserted against the LESSOR or any of the LESSOR's commissioners, officers, employees, or agents arising from or related to acts or omissions of Lessee related to matters covered by this Lease, the LESSEE shall, at its expense, defend the LESSOR or such commissioners, officers, employees, or agents with counsel reasonably acceptable to the LESSOR. The LESSOR shall have the right to participate in any such defense at LESSEE's expense.

- V. Counterparts and Digital Signatures.** 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. Both Parties agree that this First Amendment and 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 in 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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE
FOLLOWS]**

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

NORTH BROWARD HOSPITAL DISTRICT,
a Special Taxing District of the State of Florida

Shane Strum, President/CEO

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by SHANE STRUM, President/CEO of North Broward Hospital District, a Special Taxing District of the State of Florida

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

CITY OF FORT LAUDERDALE, a
Municipal Corporation of the State of Florida

WITNESSES:

Kyral Lazcano
Kyral Lazcano
[Witness type or print name]

By: Dean J. Trantalis
Dean J. Trantalis, Mayor

Donna Varisco
Donna Varisco
[Witness type or print name]

By: Rickelle Williams
Rickelle Williams, City Manager

ATTEST:

David R. Soloman
David R. Soloman, City Clerk



Approved as to form and correctness:
D'Wayne M. Spence, Interim City Attorney

By: Lynn Solomon, Esq.
Assistant City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

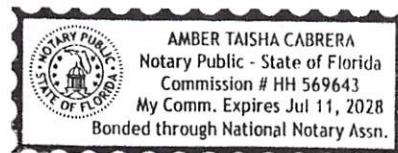
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8 day of April, 2025, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

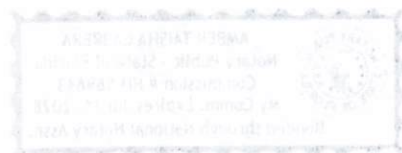
Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced _____

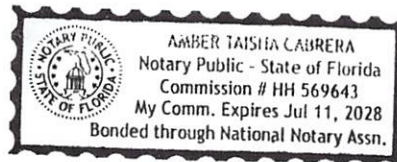




STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4 day of April, 2025, by RICKELLE WILLIAMS, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.


Notary Public, State of Florida



Name of Notary Typed, Printed or Stamped

Personally Known  OR Produced Identification _____

Type of Identification Produced _____