

## 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 \_\_\_\_\_, 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 2 of the Agreement is hereby amended by adding a new Section 2 (1) as follows:

(1) 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.

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[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

\_\_\_\_\_

\_\_\_\_\_

Mayor

\_\_\_\_\_  
[Witness type/print name]

\_\_\_\_\_

\_\_\_\_\_

City Manager

\_\_\_\_\_  
[Witness type/print name]

ATTEST:

(CORPORATE SEAL)

\_\_\_\_\_

City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_

Assistant City Attorney

**DISTRICT**

WITNESSES:

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

\_\_\_\_\_

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

\_\_\_\_\_  
[Witness type/print name]

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
[Witness print/type name]

\_\_\_\_\_  
Secretary

(CORPORATE SEAL)

State of \_\_\_\_\_:

County of \_\_\_\_\_:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012, by \_\_\_\_\_ as \_\_\_\_\_ 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.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
(Signature of Notary taking Acknowledgment)

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number: