



**SIXTH AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND  
STATE OF FLORIDA, DEPARTMENT OF HEALTH-BROWARD (F/K/A STATE OF  
FLORIDA, DEPARTMENT OF HEALTH, BROWARD COUNTY HEALTH DEPARTMENT)  
FOR FACILITY USE**

This Sixth Amendment (“Sixth Amendment”) is entered into by and between Broward County, a political subdivision of the State of Florida (“County”), and State of Florida, Department of Health-Broward (f/k/a State of Florida, Department of Health, Broward County Health Department), an agency of the State of Florida (“BCHD”). County and BCHD are referred to individually as a “Party” and referred to collectively as the “Parties”.

**RECITALS**

A. On April 17, 2007, County and BCHD entered into a Facility Use Agreement (“Facility Use Agreement”), to coordinate BCHD’s use of certain County-owned facilities for the provision of community public health services, pursuant to Section 154.01, Florida Statutes.

B. On June 10, 2014, the Facility Use Agreement was amended by a First Amendment (“First Amendment”), to modify the list of facilities under the Facility Use Agreement, amend the maintenance and repair obligations of the Parties, and update certain notices requirements.

C. On March 1, 2016, the Facility Use Agreement was amended by a Second Amendment (“Second Amendment”), to, among other provisions, modify the term of the Facility Use Agreement.

D. The Facility Use Agreement was amended by a Third Amendment (“Third Amendment”) dated June 6, 2023, and by a Fourth Amendment (“Fourth Amendment”) dated November 14, 2023, to modify the list of facilities under the Facility Use Agreement.

E. On June 18, 2024, the Facility Use Agreement was amended by a Fifth Amendment (“Fifth Amendment”), to account for BCHD’s planned improvements at the South Regional Health Center.

F. The Facility Use Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and the Fifth Amendment, is hereafter referred to as the “Agreement.”

G. The term of the Agreement is set to expire on April 16, 2025.

H. The Parties now desire to enter into this Sixth Amendment to extend the term of the Agreement for five (5) years through April 16, 2030, with two (2) automatic, successive two (2) year renewal terms, as well as update notices requirements.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Sixth Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Amendments to the Agreement made pursuant to this Sixth Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.
3. This Sixth Amendment shall be effective as of the date it is fully executed by the Parties.
4. Article VI of the Agreement is hereby amended as follows:

ARTICLE VI  
TERM

The term of this Agreement shall commence on April 17, 2007, and expire on ~~April 16, 2021~~ **April 16, 2030**, and shall be automatically renewed for two (2) successive two (2) year terms unless either party requests a revision or termination of the Agreement in writing, with notice, pursuant to Article VII, Termination.

5. Article VIII, Paragraph 2, of the Agreement is hereby deleted in its entirety and replaced with the following:

ARTICLE VIII  
MISCELLANEOUS

2. NOTICES

Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

For COUNTY:

Director  
Facilities Management Division  
115 S. Andrews Avenue, Room 501  
Fort Lauderdale, Florida 33301  
Email address: imitchell@broward.org

For BCHD:  
Director  
Department of Health-Broward  
780 SW 24th Street  
Fort Lauderdale, Florida 33315  
Email address: Post.CHD06@flhealth.gov

6. In the event of any conflict or ambiguity between this Sixth Amendment and the Agreement, the Parties agree that this Sixth Amendment shall control. The Agreement, as amended herein by this Sixth Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Sixth Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

7. This Sixth Amendment has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

8. This Sixth Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

9. The Parties represent and warrant that this Sixth Amendment constitutes the legal, valid, binding, and enforceable obligation of each Party, and that neither the execution nor performance of this Sixth Amendment constitutes a breach of any agreement that either Party has with any third party or violates any law, code, advisory circular, rule, regulation, ordinance, or duty arising in law or equity applicable to each Party. The Parties further represent and warrant that execution of this Sixth Amendment is within each Party's legal powers, and each individual executing this Sixth Amendment on behalf of such Party is duly authorized by all necessary and appropriate action to do so and does so with full legal authority.

*(The remainder of this page is blank.)*

IN WITNESS WHEREOF, the Parties hereto have made and executed this Sixth Amendment: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2025, and State of Florida, Department of Health-Broward, signing by and through its duly authorized representative.

COUNTY

ATTEST:

Broward County, by and through  
its Board of County Commissioners

By: \_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 2025

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
115 South Andrews Avenue, Suite 423  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

By: \_\_\_\_\_  
Jessica Alvarez (Date)  
Assistant County Attorney

By: \_\_\_\_\_  
Annika E. Ashton (Date)  
Deputy County Attorney

JA/  
Facility Use Agreement Sixth Amendment  
02/10/2025  
#1148427v1

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DEPARTMENT OF HEALTH-BROWARD (F/K/A STATE OF FLORIDA, DEPARTMENT OF HEALTH,  
BROWARD COUNTY HEALTH DEPARTMENT) FOR FACILITY USE

BCHD

State of Florida, Department of  
Health-Broward, an agency of  
the State of Florida

By: P. Thaqi  
Authorized Signer

Paula M. Thaqi, MD, MPH  
Director

17 day of February, 2025