



**THIRD AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND  
STATE OF FLORIDA, DEPARTMENT OF HEALTH,  
BROWARD COUNTY HEALTH DEPARTMENT FOR FACILITY USE**

This Third Amendment ("Third Amendment") to the Agreement (as defined below) is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and The State of Florida, Department of Health, Broward County Health Department, an agency of the State of Florida ("BCHD") (County and BCHD are collectively referred to as the "Parties," and individually referred to as a "Party").

**RECITALS**

A. On April 17, 2007, County and BCHD entered into the Agreement between Broward County and State of Florida, Department of Health, Broward County Health Department for Facility Use ("Facility Use Agreement").

B. The purpose of the Facility Use Agreement was to coordinate with BCHD the use of a County-owned facility for the provision of community public health services, pursuant to Section 154.01, Florida Statutes.

C. On June 10, 2014, the Parties entered into the First Amendment to the Facility Use Agreement to modify the list of facilities, amend the maintenance and repair obligations of the Parties, and revise the Notices section ("First Amendment").

D. On March 1, 2016, the Parties entered into the Second Amendment to the Facility Use Agreement to, among other provisions, amend the term of the Facility Use Agreement ("Second Amendment") (the Facility Use Agreement, the First Amendment, and the Second Amendment are collectively referred to hereinafter as the "Agreement")

E. The Parties now desire to enter into this Third Amendment to the Agreement to modify the list of facilities being utilized by BCHD.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. The above recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Third Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Amendments made to the Agreement by this Third Amendment are indicated by use of strikethroughs to indicate deletions and underlining to indicate additions, unless otherwise indicated.

3. This Third Amendment shall be effective as of the date it is fully executed by the Parties.

4. Article I of the Agreement is hereby amended as follows:

The following facilities (or such portion of the facility used by BCHD), and such future facilities owned by COUNTY and referenced by the "Core Contract" between COUNTY and BCHD entered into on an annual basis, except the South Broward Field Office at 7999 Pembroke Rd, Hollywood, FL 33023, are the subject matter of this Agreement:

1. ~~North Regional Health Center, 601 W. Atlantic Boulevard Pompano Beach, FL 33060~~

...

5. The remainder of the facilities listed in Article I of the Agreement are hereby renumbered in accordance with this Third Amendment.

6. Section 1 of Article IV of the Agreement is hereby amended as follows:

BCHD shall be permitted to share occupancy of the facilities referenced in ARTICLE I for public health purposes only with the prior written consent from County which consent shall not be unreasonably withheld. The following agencies are currently sharing space with BCHD and are approved by County.

- a. Memorial HealthCare System – South Regional Health Center, 4105 Pembroke Road, Hollywood, FL 33021

- b. ~~N. Broward Hospital District – North Regional Health Center, 601 W. Atlantic, Blvd. Pompano Beach, FL 33060~~

...

7. This Third Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same amendment.

8. Preparation of this Third Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

9. Except as modified in this Third Amendment, all terms and conditions of the Agreement, as amended, shall remain in full force and effect. If any conflict or ambiguity exists between this Third Amendment and the Agreement, the Parties agree that this Third Amendment shall control.

10. This Third 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 of this Third Amendment that are not contained in the Agreement and this Third Amendment.

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

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Third Amendment: BROWARD COUNTY through its Board County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_ day of \_\_\_\_\_, 2022 (Agenda Item No. \_\_\_), and STATE OF FLORIDA, DEPARTMENT OF HEALTH, BROWARD COUNTY HEALTH DEPARTMENT, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

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

By: \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 2022

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

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

THIRD AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND STATE  
OF FLORIDA, DEPARTMENT OF HEALTH, BROWARD COUNTY HEALTH  
DEPARTMENT FOR FACILITY USE

BCHD

WITNESSES:

Samantha Elberg  
Signature

Samantha Elberg  
Print Name

Charlotte Kulkis-Zepherin  
Signature

CHARLOTTE KULKIS-ZEPHERIN  
Print Name

STATE OF FLORIDA, DEPARTMENT  
OF HEALTH, BROWARD COUNTY  
HEALTH DEPARTMENT, an agency of  
the State of Florida

By: Paula M. Thaqi

Paula M. Thaqi, M.D., MPH  
Director – DOH Broward

6 day of April, 2022