

## **SECOND AMENDMENT TO INTERLOCAL AGREEMENT**

THIS SECOND AMENDMENT TO INTERLOCAL AGREEMENT (“Amendment”) made and entered into this \_\_\_\_ day of \_\_\_\_ 2018, by SOUTH BROWARD HOSPITAL DISTRICT, an independent special tax district and unit of local government, established pursuant to Chapter 24415, Laws of Florida (1947), as amended (the “District Charter”), and Section 165.031, Florida Statutes (2005) (hereinafter the “District”) and the City of Hollywood, a Florida municipal corporation (hereinafter the “City”).

### **RECITALS:**

WHEREAS, the District and the City entered into that certain Interlocal Agreement effective August 20, 2007 (“Agreement”); and

WHEREAS, on August 24, 2009, the District and City entered into that certain First Amendment to the Interlocal Agreement relating to the Supplemental Traffic Review; and

WHEREAS, the District is proceeding with Phase 3 development pursuant to the Agreement, and has determined that the additional square footage for the Joe DiMaggio Children’s Hospital (“JDCH”) that can be constructed within the previously approved Designed Guidelines is more square feet than previously anticipated; therefore the District is requesting to amend the square footage for the planned expansion from 125,000 to 156,000; and

WHEREAS, the District has determined that certain setbacks between JDCH and the area to its east create floorplates which are insufficient for the patient care needs of the hospital and therefore, needs to revise the HD Guidelines setbacks accordingly; and

WHEREAS, the District and the City desire to modify the terms of the Agreement with respect to the square footage of the planned expansion to JDCH and the HD Guidelines setbacks on the east side of JDCH, as more particularly set forth herein.

For and in consideration of Ten Dollars and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the District and the City hereto covenant and agree as follows:

### **TERMS**

1. **Recitals.** The Recitals set forth above are true and correct and are incorporated as if fully set forth herein.

2. **Definitions.** Capitalized terms shall have the same meanings ascribed to such terms in the Agreement unless otherwise defined herein.

3. **Phasing Plan.** ‘That Exhibit 4 entitled “Phasing Plan” of the Agreement, shall be amended to read as follows:

“Phase 3 – Ten to Fifteen Years

- G. New Main Lobby  
A ground level infill for the expansion/modernization of the existing outpatient and main lobby – approximately 15,000 SF
- E. Future Patient Tower  
A new 8-story patient tower to provide patient rooms – approximately 110,000 SF (no increase in licensed beds)
- L. Two additional floors on existing psychiatric building, approximately 25,750 SF
- \* Long range potential expansion to Children’s Hospital – Additional ~~125,000~~ 156,000 SF ±, height of 115 feet

Note: Phase 3 projects are subject to updated traffic impact analysis, and, if required, additional traffic impact mitigation”

Refer to master plan, sheet MP dated 5/15/07 for project description, location and approximate areas.

4. **HD District Guidelines.** That Exhibit 6 entitled “HD Design Guidelines” of the Agreement, shall be amended to read as follows:

\* \* \*

#### Section 4. Development Regulations

\* \* \*

##### (b) Height Restrictions

\* \* \*

- 2) There shall be a permitted building height (exclusive of the exceptions set out in Section 4.22.E. of the Land Development Code, referenced below) of 120 feet for any building located in the MRHHD district. However, the land area of the MRHHD located east of N. 35th Avenue (the "East Area") shall be subject to additional height and setback limitations as follows: The portion of the East Area north of a point 15 feet north of the north right of way line of the alley between Hayes Street and Grant Street (the “North-South Line”) may be developed to a height of ~~75’~~ 115’ provided that any portion of such development exceeding 45 feet in height shall be setback 85 feet from the east property line of property owned by the District. The

portion of the East Area lying south of the North-South Line may be developed to a height of 65' for a period of ten (10) years from the effective date of the Interlocal Agreement between the City and the District relating to Future Hospital District Development; after such 10-year period, the portion of the East Area lying south of the North-South Line may be developed to a height of 115 feet.

In addition, any portion of a building within the MRHHD zone that directly abuts a single family, residential parcel shall have a minimum setback of 20 feet from the property line, and one (1) additional foot of setback shall be provided for each 5 feet of additional building height in excess of 65 feet.

\* \* \*

**5. Counterparts and Electronic Execution.** An electronic reproduction of any original signature(s) on a part or counterpart(s) of this Second Amendment are hereby authorized and shall be acknowledged as if such electronic reproduction of any original signature(s) were an original execution. The parties agree to accept a digital image of this Amendment as executed, as a true and correct original and admissible as best evidence for the purposes of State law, Federal Rule of Evidence, and the like statutes and regulations.

**6. Ratification.** The initial Agreement dated August 20, 2007 and First Amendment dated August 24, 2009 remain in full force and effect except as expressly modified by this Second Amendment and are ratified and confirmed. If there is a conflict between the terms of the Agreement and this Second Amendment, the terms of this Second Amendment shall control.

IN WITNESS WHEREOF, the District and the City have executed this Amendment under the seal the day and year first written above.

CITY OF HOLLYWOOD, a Florida corporation

ATTEST:

By: \_\_\_\_\_  
Josh Levy, Mayor

\_\_\_\_\_  
Patricia A. Cerny, MMC, City Clerk

Approved As To Form And Legal  
Sufficiency for the use and reliance of  
the City of Hollywood, Florida, only.

\_\_\_\_\_  
Douglas R. Gonzales, City Attorney

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT WITH SOUTH BROWARD  
HOSPITAL DISTRICT (JOE DIMAGGIO CHILDREN’S HOSPITAL)**

**DISTRICT**  
SOUTH BROWARD HOSPITAL  
DISTRICT

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF FLORIDA       )  
                                      ) SS  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018,  
by \_\_\_\_\_, as \_\_\_\_\_ of the South Broward Hospital District,  
on behalf of the District. He/she is personally known to me or produced \_\_\_\_\_ as  
identification.

(Notary Seal)

\_\_\_\_\_  
Name:

Notary Public, State of Florida