

REVOCABLE LICENSE AGREEMENT

Between

BROWARD COUNTY

and

HISPANIC UNITY OF FLORIDA, INC.

for

PROVISION OF SERVICES AT THE ANNIE WEAVER HEALTH  
CENTER AND FAMILY SUCCESS CENTER  
IN CITY OF POMPANO BEACH, FLORIDA

# REVOCABLE LICENSE AGREEMENT

Between

BROWARD COUNTY

and

HISPANIC UNITY OF FLORIDA, INC.

for

PROVISION OF SERVICES AT THE ANNIE L. WEAVER HEALTH  
CENTER AND FAMILY SUCCESS CENTER  
IN CITY OF POMPANO BEACH, FLORIDA

This Revocable License Agreement ("Agreement"), made and entered into, by and between BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY," and HISPANIC UNITY OF FLORIDA, INC., a not-for-profit corporation organized in the State of Florida, hereinafter referred to as "LICENSEE." COUNTY and LICENSEE are collectively referred to as the "Parties."

## RECITALS:

On October 28, 2008, the Board of County Commissioners adopted Resolution No. 2008-783, authorizing the Director of the Human Services Department to execute standard form Revocable License Agreements.

The Parties desire to enter this Agreement granting LICENSEE a revocable license to utilize certain space designated by COUNTY within the Annie L. Weaver Health Center and Family Success Center located at 2011 NW 3<sup>rd</sup> Avenue, Pompano Beach, Florida, and more fully identified on Exhibit "A" for the purposes described herein ("Family Success Center"), under the terms set forth herein.

It is the desire of COUNTY and LICENSEE to enter into this Agreement to define the terms and conditions for LICENSEE's usage of the premises as designated by County's Contract Administrator (as defined in Section 26 herein).

COUNTY is committed to assisting LICENSEE in providing needed services to the public and is willing to provide designated space on a non-exclusive basis as stated in more detail in the Agreement, including Exhibit "A" to accomplish these objectives.

IN CONSIDERATION of the mutual terms, conditions, promises and covenants hereinafter contained, it is hereby agreed by and between the Parties hereto as follows:

1. DESCRIPTION OF PREMISES:

The "Licensed Premises" or "premises" is the area described in Exhibit "A" for use by LICENSEE under this Agreement which is owned by the City of Pompano Beach and leased to COUNTY pursuant to that certain Amended and Restated Lease Agreement dated May 28, 2013. The City of Pompano Beach is a Florida municipal corporation ("CITY") and owner of the Licensed Premises.

LICENSEE shall comply with all requirements under CITY's lease with COUNTY. LICENSEE is permitted to utilize the premises in the Family Success Center designated on Exhibit "A," attached hereto and made a part hereof, under the terms and conditions set forth herein, on a non-exclusive basis. COUNTY's Contract Administrator may change the location within the Family Success Center and the times utilized by LICENSEE with five (5) days written notice to LICENSEE.

2. TERM:

This Agreement is effective upon execution by COUNTY and LICENSEE, for a term of two (2) year(s) ("Initial Term"), subject to the Tax Season on Exhibit "A"; provided, however, the Parties may terminate this Agreement earlier as provided for under Section 11, entitled "TERMINATION." This Agreement may be renewed for an additional term of up to three (3) years (subject to the Tax Season on Exhibit "A") by the Director of the Family Success Administration Division prior to the expiration of the Initial Term. LICENSEE use of the Licensed Premises shall solely be during the Tax Season period as more specifically described on Exhibit "A." Any renewal of this Agreement as provided for herein shall be set forth in an amendment executed by the Director of the Family Success Administration Division for COUNTY and LICENSEE.

3. COMPENSATION:

LICENSEE agrees to pay COUNTY for the use of the premises pursuant to the terms and conditions of this Agreement, the sum of One Dollar (\$1.00) annually and such other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties.

4. USE OF SPACE:

- a. CITY as owner of the premises and COUNTY as lessee of the premises identified herein located in Broward County, Florida, represent that said premises is in good repair.
- b. LICENSEE may use and occupy, on a non-exclusive basis, the premises licensed hereunder only for the purpose of providing social services or services that complement those currently being provided by LICENSEE under a separate agreement with COUNTY, as agreed upon in writing by the Director of the Family Success Administration Division and at such specific times and locations as agreed upon in writing by the Director.
- c. LICENSEE agrees to use the premises consistent with COUNTY's procedures for usage of such space. The premises shall not be used for any other purpose, or at any time other than stated above without first obtaining the written consent of the Director of the Family Success Administration Division.
- d. LICENSEE covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on, in or upon said premises, no act shall be permitted, and nothing shall be kept in or about said premises which will increase the risk of any hazard, fire, or catastrophe other than would normally occur with vehicle parking, and no waste shall be permitted or committed upon or any damage done to said premises.
- e. LICENSEE shall not permit the premises licensed hereunder to be used or occupied in any manner which will violate any laws or regulations of any governmental authority.
- f. COUNTY's Contract Administrator has the right, in his or her sole discretion, to request the removal (temporary or permanent) from the premises, any staff member of LICENSEE at any time.
- g. LICENSEE agrees that its staff providing any services described herein at the premises shall be appropriately trained and supervised.

5. ALTERATIONS AND IMPROVEMENTS TO LICENSED PREMISES:

COUNTY shall not be required to make any changes to the building to accommodate LICENSEE's use of the premises. LICENSEE shall not be permitted to make any alteration or improvement to the licensed premises. LICENSEE shall keep the premises in a clean, safe, and sanitary condition during its hours of occupancy hereunder.

6. ASSIGNMENT OR SUBLETTING:

LICENSEE shall have no authority to assign or authorize any other person or entity to use all or any portion of the premises during any term of this Agreement, without the express written permission of COUNTY's Contract Administrator and CITY via formal Resolution by its City Commission. Should LICENSEE attempt to assign this Agreement, then the license granted hereunder shall be terminated forthwith, automatically, by operation of this clause, without prior notice to LICENSEE.

7. DAMAGE TO PREMISES:

- a. LICENSEE agrees to limit the amount of personal property placed upon the premises. LICENSEE agrees that all personal property placed upon the premises shall remain the property of LICENSEE, its employees, visitors, and invitees as the case may be, and shall be placed upon the property at the risk of each such party. LICENSEE shall give COUNTY prompt written notice by certified mail of any occurrence, incident, or accident occurring on the premises. In the event any damages should occur to the licensed premises, or property adjacent thereto, as a result of the use and occupancy of the licensed premises hereunder, LICENSEE shall promptly notify COUNTY.
- b. LICENSEE is responsible to COUNTY and CITY for the acts and omissions of person(s) admitted to the Licensed Premises by LICENSEE to obtain services from LICENSEE, subject to LICENSEE's continuing rights to pursue indemnification, hold harmless or other actions against such person(s).
- c. LICENSEE agrees not to injure, or in any manner mar or deface said premises or any equipment contained therein, and to not cause or permit anything to be done whereby said premises or equipment therein shall be in any manner injured, marred, or defaced; and to not drive or permit to be driven nails, hooks, tacks, or screws into any part of said premises or equipment contained therein and not to make nor allow to be made any alterations of any kind to said building or equipment.
- d. In the event said premises or any portion thereof, the building or any equipment contained therein during the term of this Agreement shall be damaged by the act, default, or negligence of LICENSEE, or LICENSEE's agents, employees, patrons, or invitees, LICENSEE shall cause the premises and the equipment to be returned to the condition as they existed upon the execution hereof of this Agreement.

8. INSPECTIONS:

COUNTY and CITY, their authorized employees and agents may enter upon said premises at all reasonable times and hours to examine same to determine if LICENSEE is properly maintaining the premises according to this Agreement.

9. INDEMNIFICATION/LIABILITY:

LICENSEE shall at all times hereafter indemnify, hold harmless and defend COUNTY and CITY and all of COUNTY's and CITY's current and former officers, agents, servants, and employees (collectively, "Indemnified Entity") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of LICENSEE, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement.

In the event any Claim is brought against an Indemnified Entity, LICENSEE shall, upon written notice from said Indemnified Entity, defend each Indemnified Entity against each such Claim in a manner that is satisfactory to said Indemnified Entity, or, at the option of the Indemnified Entity, pay for an attorney selected by the County Attorney and/or City Attorney, as applicable, to defend them. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Indemnified Entity, any sums due LICENSEE under this Agreement may be retained by said Indemnified Entity until all its claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the Indemnified Entity.

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. If LICENSEE is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, LICENSEE shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

10. INSURANCE:

10.1 LICENSEE shall maintain, at its sole cost, at all times during the term of this Agreement at least the minimum coverage designated in this Article in accordance with the terms and conditions stated in this Article.

- 10.2 Such policy or policies shall be issued by companies authorized to do business in the State of Florida, with an A.M. Best financial rating of A- or better. Coverage shall be afforded on a form no more restrictive than the latest edition of the respective Insurance Services Office policy. LICENSEE shall be responsible for any policy deductibles or self-insured retentions. LICENSEE shall specifically protect CITY, COUNTY, and the Broward County Board of County Commissioners by naming the "City of Pompano Beach" and "Broward County" as additional insureds on a primary and non-contributory basis under the Commercial General Liability Policy as well as on any Excess Liability Policy. The official title of the certificate holder is Broward County and the City of Pompano Beach. This official title shall be used in all insurance documentation.
- 10.2.1 Commercial General Liability Insurance. Commercial General Liability Insurance shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury liability and property damage liability, and Two Million Dollars (\$2,000,000) per aggregate.
- 10.3 LICENSEE shall furnish to the Contract Administrator proof of insurance in the form of Certificate of Insurance and endorsements, Declarations pages or policies evidencing the insurance coverage specified by this Article upon execution of this Agreement. LICENSEE's failure to provide to COUNTY proof of insurance shall provide the basis for the termination of the Agreement.
- 10.4 LICENSEE shall provide to COUNTY and/or CITY a certified copy of any policy required by this Article within fifteen (15) days of a written request. LICENSEE shall provide COUNTY and CITY with at least thirty (30) days written notice of cancellation or restriction of coverage unless it is replaced by another policy acceptable to COUNTY and CITY. If any of the insurance coverage will expire prior to the expiration of the then current term, proof of renewal coverage shall be furnished at least thirty (30) days prior to the date of expiration. Failure to maintain the required insurance may result in the termination of the Agreement.
- 10.5 COUNTY and CITY reserve the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements. If LICENSEE uses a subcontractor, LICENSEE shall ensure that subcontractor names COUNTY and CITY as additional insureds in the name of "Broward County" and "City of Pompano Beach."

10.6 If LICENSEE is an entity subject to Section 768.28, Florida Statutes, LICENSEE shall furnish COUNTY's Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

11. TERMINATION:

This Agreement merely grants LICENSEE a right to use the premises described herein under the terms and conditions set forth herein and grants LICENSEE no estate in the premises. This Agreement may be terminated by either party for convenience by giving the other party not less than a thirty (30) day written notice to the other party as provided for in Section 11 herein. This Agreement may also be terminated by the Director of the Family Success Administration Division upon such notice as the Director of the Family Success Administration Division deems appropriate under the circumstances in the event the Director of the Family Success Administration Division determines that termination is necessary to protect the public health, safety, or welfare.

12. AMENDMENTS:

No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties hereto, with the same formality and of equal dignity herewith except that any modification, amendment or alterations of terms or conditions involving CITY, must be approved by formal Resolution of its City Commission.

13. SURRENDER UPON TERMINATION:

LICENSEE shall peaceably surrender and deliver the licensed premises to COUNTY, or its agents, immediately upon expiration or earlier termination of this Agreement, as provided for in Section 11 hereof.

LICENSEE further agrees that it will leave the licensed premises in the condition existing at the commencement of this Agreement, all alterations and improvements, if applicable, that LICENSEE is not required to remove hereunder excepted, and normal wear and tear excepted, and subject to the repair and maintenance obligations provided in this Agreement.

14. MATERIALITY AND WAIVER OF BREACH:

COUNTY and LICENSEE agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.



COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

15. NOTICES:

Whenever any party desire to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, COUNTY and LICENSEE designate the following as the respective places for given of notice, to-wit:

Notice to COUNTY shall be addressed to:

Broward County, Family Success Administration Division  
Attn: Director, Family Success Administration Division  
900 NW 31st Avenue, Suite 3000  
Fort Lauderdale, FL 33311  
E-mail address: [imartinez@broward.org](mailto:imartinez@broward.org)  
With e-mail copy to: [lwilson@broward.org](mailto:lwilson@broward.org)

With a U.S. mail copy only to:

Director, Real Property Section  
Broward County, FMD  
115 South Andrews Avenue, Room 501  
Fort Lauderdale, Florida 33301

Notice to LICENSEE shall be addressed to:

Hispanic Unity of Florida, Inc.  
Attn: President and CEO  
5840 Johnson Street  
Hollywood, Florida 33021  
Email: [jbacallao@hispanicunity.org](mailto:jbacallao@hispanicunity.org)  
With copy of e-mail to: [aceballos@hispanicunity.org](mailto:aceballos@hispanicunity.org) (for Ana Maria Ceballos, Program Coordinator)

16. ASSIGNMENT AND PERFORMANCE:

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by LICENSEE.

17. WAIVER OF BREACH AND MATERIALITY:

Failure by COUNTY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

COUNTY and LICENSEE agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

18. COMPLIANCE WITH LAWS:

LICENSEE shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

19. SEVERANCE:

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or LICENSEE elect to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

20. JOINT PREPARATION:

The Parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the Parties, the language has been agreed to by Parties to express their mutual intent 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.

21. PRIORITY OF PROVISIONS:

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect.

22. APPLICABLE LAW AND VENUE:

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, LICENSEE AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

COUNTY shall have the additional remedy of a possessory action to recover possession of the premises in the event of a breach by LICENSEE. In the event of any litigation to enforce COUNTY's and/or CITY's rights under this Agreement, both COUNTY and CITY shall be entitled to reimbursement of reasonable attorney's fees and costs at trial and at all appellate levels if either are the prevailing party.

23. PRIOR AGREEMENTS:

This document 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 Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document utilizing the same formalities as this Agreement.

24. THIRD PARTY BENEFICIARIES:

Neither COUNTY nor LICENSEE intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

25. INCORPORATION BY REFERENCE:

The attached Exhibits "A", "B" and "C" are incorporated into and made a part of this Agreement.

26. CONTRACT ADMINISTRATOR/DESIGNATED REPRESENTATIVE:

For COUNTY, the Contract Administrator is the Human Services Department Director or such designee of the Director. For LICENSEE, the Designated Representative is its Chief Executive Officer ("CEO"). In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by COUNTY's Contract Administrator and LICENSEE's Designated Representative; provided, however, that such instructions and determinations do not change the scope of this Agreement.

27. NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

LICENSEE shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work in the performance of this Agreement and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½.

LICENSEE shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. LICENSEE shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, LICENSEE shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

28. INDEPENDENT CONTRACTOR:

LICENSEE is an independent contractor under this Agreement. Services provided by LICENSEE to persons while utilizing the premises described herein shall be subject to the supervision of LICENSEE. In providing the services, LICENSEE or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of COUNTY or CITY.

29. REPRESENTATION OF AUTHORITY:

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full and legal authority.

30. MULTIPLE ORIGINALS:

This Agreement may be executed in three (3) copies, each of which shall be deemed to be an original.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Revocable License Agreement for Provision of Services at the Anne Weaver Health Center and Family Success Center in City of Pompano Beach, Florida: BROWARD COUNTY, through its Director of Human Services Department, authorized to execute same by Board action pursuant to Section 4.3 of the Broward County Administrative Code, and HISPANIC UNITY OF FLORIDA, INC., signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, through its  
Human Services Department's Director

\_\_\_\_\_  
Signature

By \_\_\_\_\_  
Human Services Department's  
Director

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Signature

\_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Print/Type Name

Insurance requirements  
approved by Broward County  
Risk Management Division

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 \_\_\_\_\_  
Signature (Date)

\_\_\_\_\_  
Print Name and Title above

By \_\_\_\_\_  
Andrea S. Froome (Date)  
Senior Assistant County Attorney

ASF:dp  
2018-01-23 RLA Pompano Hispanic Unity.A01  
01/23/18  
60068

REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND  
HISPANIC UNITY OF FLORIDA, INC., FOR PROVISIONS OF SERVICES AT ANNE L.  
WEAVER HEALTH CENTER AND FAMILY SUCCESS CENTER IN CITY OF  
POMPANO BEACH, FLORIDA

LICENSEE

WITNESSES:

LICENSEE: HISPANIC UNITY OF  
FLORIDA, INC.

\_\_\_\_\_  
Signature

By \_\_\_\_\_  
Authorized Signor  
Signature above

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print/Type name of Authorized Signor  
And Title

\_\_\_\_\_  
Signature

\_\_\_\_ day \_\_\_\_\_, 2018

\_\_\_\_\_  
Print Name

Attest:

\_\_\_\_\_  
Corporate Secretary or other  
authorized person

(SEAL)

EXHIBIT "A"  
USE OF LICENSED PREMISES

REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND HISPANIC UNITY OF FLORIDA, INC., FOR PROVISIONS OF SERVICES AT ANNE L. WEAVER HEALTH CENTER AND FAMILY SUCCESS CENTER IN CITY OF POMPANO BEACH, FLORIDA

LICENSEE will operate a Volunteer Income Tax Assistance ("VITA") Volunteer Mobile Team ("VMT") for the free preparation of federal income tax returns during each tax season period of January 1 through April 17 ("Tax Season") during the term as provided in Section 2 at:

Location: Annie L. Weaver Health Care Center and Family Success Center  
2011 NW 3rd Avenue  
Pompano Beach, FL 33060

The intent of the VITA program is to assist low to moderate income families to maximize their refunds by identifying tax credits that they may be eligible for, including, but not limited to, the Earned Income Tax Credit.

LICENSEE shall provide its own laptop computers, printer, and supplies in order to operate in compliance with Internal Revenue Services ("IRS") guidelines.

LICENSEE shall always include one Site Coordinator and one Quality Reviewer to review each return prepared by a volunteer preparer certified in IRS guidelines. COUNTY will arrange adequate space for the VMT at the location.

During the 2018 Tax Season, the VMT may operate from the date the Agreement is fully executed through April 17, 2018. On the attached form (Exhibit "B"), the COUNTY will submit requested dates and times for proposed service periods at the location. In submitting its request on Exhibit "B," COUNTY shall take into consideration that LICENSEE typically operates its VMT during the hours of 10:00 a.m. to 6:00 p.m. Tuesdays through Fridays and Saturdays during the hours of 9:00 a.m. to 12:00 p.m. COUNTY shall also take into consideration that LICENSEE will not schedule the VMT on Mondays and Sundays at the Licensed Premises that is owned by the CITY. Within three (3) business days of complete execution of the Agreement for the first Tax Season and within three (3) business days prior to the commencement of each Tax Season for subsequent year(s), LICENSEE shall contact Contract Administrator to confirm in writing the dates and hours selected for operation.

For the Initial Term and all renewal term(s) as described in Section 2, LICENSEE shall only be entitled to use the Licensed Premises during the Tax Season for each year under the Agreement.



LICENSEE will update actual hours at each location at least one week in advance of commencement of operation by providing e-mail notification to the two COUNTY representatives at: [imartinez@broward.org](mailto:imartinez@broward.org) and [lwilson@broward.org](mailto:lwilson@broward.org) or as changed from time to time in accordance with Section 18, "Notices."

During subsequent terms as provided in Section 2, COUNTY and LICENSEE will negotiate no later than December 15 of each year, the operational hours for the location for the subsequent tax season.

LICENSEE shall post all VMT locations including other non-COUNTY locations, days, hours of operation on a public Google calendar. COUNTY shall be provided access to each VMT Google calendar.

LICENSEE shall produce a VMT promotional flyer for posting at the location. COUNTY will provide any information required to be included on the flyer, including any logo or social handle information authorized by the Office of Public Communications. Any logo will be provided in JPEG or Vector format. COUNTY will assist LICENSEE's VITA staff with the posting of the promotional flyers.

COUNTY will advertise and promote use of the VMT services at the location in a reasonable and timely manner. COUNTY will attempt to secure at least six (6) clients to be served at each half-day session and at least twelve (12) clients to be served at each full-day session. Due to the high demand for the VMT services, if any session does not meet the minimum expectations of returns prepared, dates may be subject to change or cancellation.

Prior to the start of each Tax Season, COUNTY will designate an on-site contact person for the location, who will assist with any logistics while VMT is on the premises.

LICENSEE shall provide Contract Administrator with at least twenty-four (24) hours advance written notification (by e-mail) in the event that services shall be suspended by LICENSEE for any reason at the Licensed Premises.

**\*NOTE:** LICENSEE (including its customers) shall not have access to the property and the Licensed Premises on COUNTY holidays, or any other day that the property is not open to the public ("Closed Days").

**CITY APPROVAL:** COUNTY specifically acknowledge that CITY has approved LICENSEE's use of the Licensed Premises at the location on its property shown above. A copy of CITY's approval is attached as Exhibit "C." LICENSEE shall not occupy the Licensed Premises until COUNTY is in receipt of the written approval from CITY.

# EXHIBIT "B"

REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND HISPANIC UNITY OF FLORIDA, INC., FOR PROVISIONS OF SERVICES AT ANNE L. WEAVER HEALTH CENTER AND FAMILY SUCCESS CENTER IN CITY OF POMPANO BEACH, FLORIDA

<b>Organization Name:</b>						
<b>Complete Address (Location where services will be rendered):</b>						
<b>Contact Person Information: (phone number and e-mail)</b>						
<b>Alternate Contact Information: (phone number and e-mail)</b>						
DATES			TIMES			
MONTH	DAY	YEAR	HALF DAY		FULL DAY	
			10am-2pm	3pm-6pm	10am-6pm	9am-12pm (Saturday)

**NOTE: Please remember to check whether it is a half day (10am-2pm/3pm-6pm) or full day (10am-6pm/9am-12pm) request.**

EXHIBIT C  
CITY'S APPROVAL

REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND  
HISPANIC UNITY OF FLORIDA, INC., FOR PROVISIONS OF SERVICES AT ANNE L.  
WEAVER HEALTH CENTER AND FAMILY SUCCESS CENTER IN CITY OF  
POMPANO BEACH, FLORIDA

(See attached)