

REVOCABLE LICENSE AGREEMENT

Between

BROWARD COUNTY

and

EARLY LEARNING COALITION OF BROWARD COUNTY, INC.

for

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

THIS STANDARD FORM 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 EARLY LEARNING COALITION OF BROWARD COUNTY, INC., a not-for-profit Florida corporation hereinafter referred to as "LICENSEE." The COUNTY and the LICENSEE are collectively referred to as the "Parties."

RECITALS:

WHEREAS, On September 15, 2016, the Board of County Commissioners adopted Resolution No. 2016-432, authorizing the Director of the Human Services Department to approve and execute Revocable License Agreements; and

WHEREAS, 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; and

WHEREAS, 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); and

WHEREAS, 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; NOW, THEREFORE,

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 the COUNTY pursuant to that certain Amended and Restated Lease Agreement dated May 28, 2013. City of Pompano Beach is a Florida municipal corporation ("CITY") and owner of the Licensed Premises.

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. The 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"); 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 by the Director of the Family Success Administration Division prior to the expiration of the Initial Term. 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 the 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 assumes full responsibility for the character, acts, and conduct of persons admitted to the premises for the provision of services by LICENSEE. LICENSEE is responsible to COUNTY and CITY for the acts and omissions of persons admitted to the Licensed Premises by LICENSEE to obtain services from LICENSEE.
- 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, and 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 Exhibit B (inclusive of any amount provided by an umbrella or excess policy) 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 (\$1,000,000.00) 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 the 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 the 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

Notice to LICENSEE shall be addressed to:

Early Learning Coalition of Broward County, Inc.  
Attn: Chief Operating Officer  
6301 NW 5<sup>th</sup> Way, Suite 3400  
Fort Lauderdale, FL 33309  
E-mail address: hbakalar@elcbroward.org

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 Exhibit "A" is 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 Anne L. Weaver Health Center and Family Success Center: BROWARD COUNTY, through its Director of Human Services Department, authorized to execute same by Board action on September 15, 2016, and Early Learning Coalition of Broward County, Inc. signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, through its  
Director of Human Services Department

\_\_\_\_\_  
Signature

By \_\_\_\_\_  
Director of Human Services  
Department

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

\_\_\_\_\_  
Signature

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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 \_\_\_\_\_  
Assistant County Attorney (Date)

REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND EARLY LEARNING COALITION OF BROWARD, INC., FOR PROVISION OF SERVICES AT ANNE L. WEAVER HEALTH CENTER AND FAMILY SUCCESS CENTER IN CITY OF POMPANO BEACH, FLORIDA

LICENSEE

WITNESSES:

Early Learning Coalition of Broward, Inc.

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Print name & title of signor above

\_\_\_\_\_  
Signature

\_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_

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

ATTEST:

(SEAL)

By: \_\_\_\_\_  
Corporate Secretary or other  
person authorized to attest

EXHIBIT "A"

USE OF LICENSED PREMISES

FOR REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND EARLY LEARNING COALITION OF BROWARD, INC. FOR PROVISION OF SERVICES AT ANNE L. WEAVER HEALTH CENTER AND FAMILY SUCCESS CENTER IN CITY OF POMPANO BEACH, FLORIDA

LICENSEE is a not-for-profit organization organized for various non-profit purposes including the purpose of promoting community interest and welfare. LICENSEE use of the Licensed Premises shall be for public or community interest or welfare as more fully described below.

Although the County is not contracting with Licensee for the provision of services, the following is a description of the services that Licensee will conduct at the Licensed Premises. Licensee will provide support and assistance for families re-determining eligibility for child care subsidies ("Services").

Service delivery will include face-to-face support and assistance with submission of applications and supporting documentation to the Licensee's data system for re-determination of eligibility for child care subsidies. All services will be provided in compliance with the policies and procedures of Licensee.

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

Room number: N.A. Other identifier: One (1) cubicle for licensee's staff to be assigned by the Regional Manager of the Family Success Center at the location shown above.

Day(s) (check which apply). Except as authorized below, the regular hours of occupancy by LICENSEE are as follows:

Monday	<input checked="" type="checkbox"/>	8:00.AM to 5:00.PM
Tuesday	<input checked="" type="checkbox"/>	8:00.AM to 5:00.PM
Wednesday	<input checked="" type="checkbox"/>	8:00.AM to 5:00.PM
Thursday	<input checked="" type="checkbox"/>	8:00.AM to 5:00.PM
Friday	<input checked="" type="checkbox"/>	8:00.AM to 5:00.PM

LICENSEE may operate until 7:00 PM at the Family Success Centers shown on this Exhibit A that operate under extended hours.

**\*NOTE:** COUNTY's Family Success Centers are closed to the public and LICENSEE on COUNTY holidays, other days approved by the Board, or at the Contract Administrator's discretion.

LICENSEE is permitted reasonable use, as determined by the Contract Administrator in his or her sole discretion, of the following (check which apply):

Office Equipment:

Copier

Computer Printer

Facsimile Machine

LICENSEE will supply own computer(s). There is no charge for use of COUNTY's copier, computer printer or fax machine subject to changes which may be effective within one (1) business days after e-mail notice from Contract Administrator.

Conference Room(s):  Conference rooms to be determined by the Contract Administrator

Appliances:

Refrigerator

Other  Describe: Staff Lounge

LICENSEE is permitted access to the long distance telephone code system, so long as COUNTY is reimbursed for all long distance charges, within the time requested by Contract Administrator. This privilege may be revoked at any time by COUNTY's Contract Administrator without notice.

## Exhibit "B"

### Minimum Insurance Requirements

Project: Revocable License Agreement with Early Learning Coalition of Broward County, Inc. for use of Space at Annie L. Weaver Health Care Center  
 Agency: Family Success Administration Division

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <b>Per Occurrence or Claims-Made:</b> <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <b>Gen'l Aggregate Limit Applies per:</b> <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	\$1,000,000	\$2,000,000
<b>AUTO LIABILITY</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> <b>EXCESS LIABILITY / UMBRELLA</b> <b>Per Occurrence or Claims-Made:</b> <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b> <i>Note: U.S. Longshoremens &amp; Harbor Workers' Act &amp; Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	<b>STATUTORY LIMITS</b>	
<input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>			Each Accident	\$100,000	
<input type="checkbox"/> <b>CYBER LIABILITY</b>	N/A	<input checked="" type="checkbox"/>	If claims-made form: Extended Reporting Period of: *Maximum Deductible:	\$ 3 years \$100,000	
<input type="checkbox"/> <b>PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b>	N/A	<input checked="" type="checkbox"/>	If claims-made form: Extended Reporting Period of: *Maximum Deductible:	\$ 3 years \$100,000	
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.					

**CERTIFICATE HOLDER:**  
  
 Broward County  
 115 South Andrews Avenue  
 Fort Lauderdale, Florida 33301

  
 cpounsell@broward.org  
 cn-cpounsell@broward.org  
 2018.10.31 09:42:59  
 -0400  
 Risk Management Division