



REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND FLORIDA DEPARTMENT OF HEALTH

This Revocable License Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and Florida Department of Health, an agency of the State of Florida ("Licensee") (each a "Party" and collectively referred to as the "Parties").

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

1. Purpose and Use. County is the owner or has control of a facility located at 1801 NW 49th Street, Fort Lauderdale, Florida 33309 more particularly described in the attached **Exhibit A** ("License Area"). Licensee has identified the License Area as a site that is appropriate or necessary for use as a civic facility during the COVID-19 pandemic for the following specific purposes: contact tracing of individuals exposed to COVID-19 and other related uses including but not limited to training and administration ("Permitted Use"). Consistent with the terms of this Agreement, County has agreed to allow Licensee to use the License Area as a civic facility for the Permitted Use without any costs or fees associated with such Permitted Use. The dates and hours of Licensee's Permitted Use of the License Area is subject to confirmation in writing between Licensee and the County's Facilities Management Division Director ("Contract Administrator") and may change throughout the Term (as defined below) as confirmed in writing between the Parties.

2. Term and Termination. The initial term of this Agreement shall commence on the Agreement's execution date ("Effective Date") and shall terminate on December 30, 2020 ("Initial Term"). The Initial Term will automatically extend month to month until terminated by one of the Parties. The Initial Term and any extension thereof are collectively referred to as the "Term." Either Party may terminate this Agreement with or without cause at any time with thirty (30) calendar days advance written notice sent to the other Party. This Agreement may also be terminated immediately by either Party upon such notice as either Party deems appropriate under the circumstances if the Party reasonably determines that termination is necessary to protect the public health, safety, or welfare.

3. Maintenance and Licensee Obligations. Licensee shall keep the License Area in good structural repair and in compliance with all applicable laws, ordinances, orders, or regulations of any federal, state, County, or municipal authority now or hereafter in effect. Licensee shall immediately notify the Contract Administrator if any damages should occur to the License Area. Licensee shall be responsible for janitorial, pest control, security, and trash removal engagement and expenses. County shall continue to be responsible for utilities including maintenance and repairs of the building, mechanical, electrical and plumbing systems and the parking facility. The License Area is provided to Licensee in its "as-is" and "where-is" condition, with all faults. Licensee may not make any alterations,

installations, or improvements to the License Area without the prior written approval of the Broward County Administrator, which may be withheld in her sole discretion. At the end of the Term, at its sole cost and expense, Licensee shall be responsible for returning the License Area to its condition as it existed on the Effective Date, normal wear and tear excepted. County reserves the right to, at any time throughout the term of this Agreement, prescribe additional rules regarding the Permitted Use of the License Area as the County deems necessary for the appropriate operation and preservation of the safety and care of the License Area.

4. Licensee Operations. County is merely providing Licensee access on the dates and times agreed between County and Licensee. County is not in any way conducting, and is not responsible in any manner, for Licensee's operations at the License Area. In connection with Licensee's operations at the License Area, Licensee shall comply with all applicable federal, state, and local laws, codes, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related rules, and regulations. Licensee shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in connection with the Permitted Use or any other use of the License Area.

5. Licensee's Property. Licensee may place its personal property ("Licensee's Property") on the License Area. Licensee's Property shall belong to the Licensee and shall be maintained and used on the License Area at the Licensee's sole risk and obligation. The County shall not be liable for any damage to the Licensee's Property or any theft, misappropriation, or loss thereof, except in the event of the gross negligence or willful misconduct of the County, its agents or its employees. County shall have no liability or responsibility whatsoever for the Licensee's Property and the property of the Licensee's employees, agents, volunteers, subcontractors, visitors, and invitees that was placed upon or located within the License Area during the term of this Agreement. Upon the expiration or termination of this Agreement, Licensee shall remove all of Licensee's Property from the License Area.

6. Liability. Licensee, as a state agency, agrees to be fully responsible for acts of negligence by its officers, employees or agents, when acting within the scope of their employment or agency, and agrees to be liable for any damages resulting from said negligence, as provided in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Party to whom sovereign immunity may be applicable. Nothing herein shall be construed as consent by County or Licensee to be sued by third-parties. Licensee is self-insured through the State of Florida Risk Management Trust Fund, established pursuant to Section 284.30, Florida Statutes, and administered by the State of Florida, Department of Financial Services. Licensee certifies that it maintains, and agrees to continue to maintain during the term of this Agreement, general and professional liability protection coverage through the Risk Management Trust Fund, and certifies that this protection extends to Licensee, its officers, employees, and agents, and covers statutory liability exposure to the limitations described in Section 768.28, Florida Statutes. Licensee will convey a copy of its current Certificate of Coverage upon request.

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

8. Contract Administrator Authority. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Code of Ordinances or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority in connection with the day-to-day aspects of this Agreement; provided, however, that such actions or authority do not interfere with the Permitted Use of the License Area and that such actions or authority do not pose any threat or danger to the life, safety, or welfare of the individuals in the License Area or to the public as a whole.

9. Amendments. Any modification, amendment, or alteration in the terms or conditions contained in this Agreement shall not be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Broward County Administrator and a duly authorized representative of Licensee.

10. Public Records. Each Party agrees to comply with their respective obligations regarding public records as stated in Chapter 119, Florida Statutes, and shall cooperate with each other in connection with all such obligations.

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

12. Assignment. Neither this Agreement nor any right or interest herein may be assigned, transferred, or encumbered by Licensee unless approved in writing by County. All subcontractors must be approved in advance and in writing by County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity.

13. Inspections. County, and its agents, and any authorized employee of said agents, may enter upon the License Area to determine if Licensee is using the License Area in accordance with the terms of this Agreement.

14. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and owner of the License Area, and not in its regulatory capacity.

If County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a party to this Agreement.

15. Sovereign Immunity/Third-Party Beneficiaries. Each of the Parties is a "state agency or subdivision" as defined in Section 768.28, Florida Statutes. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by third-parties in any matter arising out of this Agreement. Neither Licensee nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third-party shall be entitled to assert a right or claim against either of them based upon this Agreement.

16. Notices. Any notices required under this Agreement shall only be effective if made via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses for each Party shown on the signature page of this Agreement. The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

17. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **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.**

18. Joint Preparation/Severability. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

19. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Broward County Public Health Unit.

20. Waiver. Either Party'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.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its COUNTY ADMINISTRATOR, and Licensee, by its _____ Director _____, each duly authorized to execute same.

Licensee:

FLORIDA DEPARTMENT OF HEALTH


By: 

Print Name: Paula Thaqi, MD, MPH

Print Title: Director

27 day of July, 2020

Approved as to form by



Print Name: Krusty Johnson

Print Title: Chief Legal Counsel

Address of Notice for Licensee:

780 SW 24th Street
Fort Lauderdale, Florida 33315
Telephone: (954) 847-8091
Email address: Roland.Martinez@FLHealth.gov

County:

BROWARD COUNTY, by and through its Board of County Commissioners

By: 
County Administrator

30th day of July, 2020
(3/10/2020 #102)

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: Christina A. Blythe Digitally signed by Christina A. Blythe
Date: 2020.07.29 14:52:57 -04'00'
Christina A. Blythe (Date)
Assistant County Attorney

By: Annika E. Ashton Digitally signed by Annika E. Ashton
Date: 2020.07.29 14:53:14 -04'00'
Annika E. Ashton (Date)
Deputy County Attorney

Address of Notice for County:

Broward County License Area
Attn: Scott Campbell
115 S. Andrews Avenue
Fort Lauderdale, Florida 33301
Email address: scampbell@broward.org

CAB/mdw
Revocable License for COVID-19 purposes
07/23/2020



IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its COUNTY ADMINISTRATOR, and Licensee, by its _____, each duly authorized to execute same.

Licensee:

FLORIDA DEPARTMENT OF HEALTH

By: Paula Thaqi

Print Name: Paula Thaqi, MD, MPH

Print Title: Director

27 day of July, 2020

Approved as to form by

Kristy Johnson

Print Name: Kristy Johnson

Print Title: Chief Legal Counsel

Address of Notice for Licensee:

780 SW 24th Street
Fort Lauderdale, Florida 33315
Telephone: (954) 847-8091
Email address: Roland.Martinez@FLHealth.gov

County:

BROWARD COUNTY, by and through its Board of County Commissioners

By: _____
County Administrator

_____ day of _____, 20__

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: _____
Christina A. Blythe (Date)
Assistant County Attorney

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

Address of Notice for County:

Broward County License Area
Attn: Scott Campbell
115 S. Andrews Avenue
Fort Lauderdale, Florida 33301
Email address: scampbell@broward.org

CAB/mdw
Revocable License for COVID-19 purposes
07/23/2020

Aerial Location Map

1801 NW 49 Street

Fort Lauderdale, FL 33309

Folio # 4942-16-15-0010

