

**REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND FIRST CALL FOR HELP
OF BROWARD, INC., D/B/A 2-11 BROWARD, FOR ACCOMMODATIONS DURING ACTIVATIONS
OF THE BROWARD COUNTY EMERGENCY OPERATIONS CENTER**

This Revocable License Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and First Call for Help of Broward, Inc., d/b/a 2-1-1 Broward, a Florida not-for-profit corporation ("2-1-1") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. For emergencies that have potential countywide impact, County implements full activation of the Emergency Operations Center ("EOC") and extends the hours of operation for the Call Center (as defined below).

B. 2-1-1 provides counseling and health-related assistance to the community before, during, and after an emergency.

C. County will benefit from the availability of trained 2-1-1 counselors on-site at the Call Center during full activations of the EOC.

D. The Parties desire to enter this Agreement, granting 2-1-1 a license to utilize certain space designated by County within the EOC during full activations.

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

ARTICLE 1. DEFINITIONS

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Call Center** means the Broward County Call Center located at the EOC, 201 N.W. 84th Avenue, Plantation, Florida.

1.4. **Call Center Manager** means the manager of the Broward County Call Center or other person designated by Broward County.

1.5. **Contract Administrator** means the Director of the Broward County Office of Public Communications, the Assistant Director of the Office of Public Communications, or such other person designated by the Director of the Office of Public Communications in writing.

1.6. **Licensed Premises** means the area of the EOC described in Article 3 for use by 2-1-1 under this Agreement.

ARTICLE 2. EXHIBITS

Exhibit A	Use of Licensed Premises
Exhibit B	Minimum Insurance Coverages

ARTICLE 3. DESCRIPTION OF LICENSED PREMISES; USE BY 2-1-1

During activations of the EOC, County grants 2-1-1 a nonexclusive revocable license for 2-1-1 personnel to access and use up to three (3) workstations and ancillary facilities designated by the Contract Administrator (i.e., bathrooms, parking, break/lounge areas, sleeping areas, and any additional areas authorized by the Contract Administrator) in the Call Center to provide counseling and health-related assistance to the community (“Services”) in accordance with the terms of this Agreement. Other than for the purposes expressly provided for in this Agreement, 2-1-1 may not use the Licensed Premises for any other purpose whatsoever, unless authorized by the Contract Administrator. During activation of the EOC, the Call Center Manager will determine whether any additional workstations may also be assigned to 2-1-1 based on the emergency hotline call volume and need for hotline workers. If additional workstations are assigned to 2-1-1, said workstations will be deemed to be a part of the Licensed Premises for the duration of the activation at issue. Each workstation will include a telephone, headset, and computer. This Agreement is merely a right to access and use and shall not be deemed to grant 2-1-1 any estate or interest in the Licensed Premises.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. **Term.** The term of this Agreement shall begin on June 4, 2022 (“Effective Date”), and shall continue through June 3, 2025 (“Initial Term”), unless otherwise terminated or extended as provided in this Agreement. The Initial Term and Extension Term(s) are collectively referred to as the “Term.”

4.2. **Extensions.** The Parties may extend the Agreement for up to two (2) successive period(s) of three (3) years each (each 3-year extension shall be referred to as an “Extension Term”) via either a formal amendment to this Agreement or written approval by both Parties confirming such extension at least thirty (30) days prior to the end of the Initial Term or the first Extension Term, as applicable. The County Administrator is authorized to approve such Extension Term(s) on behalf of County, and any duly authorized officer of 2-1-1 may approve same on behalf of 2-1-1. Each Extension Term shall be on the same terms and conditions as provided in this Agreement.

4.3. **Fiscal Year.** The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

4.4. Time of the Essence. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 5. LICENSE FEE

2-1-1 shall pay County for the use of the Licensed Premises the sum of One and 00/100 Dollars (\$1.00) annually, the sufficiency of which is hereby acknowledged by the Parties.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

6.1. Representation of Authority. 2-1-1 represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of 2-1-1, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that 2-1-1 has with any third party or violates Applicable Law. 2-1-1 further represents and warrants that execution of this Agreement is within 2-1-1's legal powers, and each individual executing this Agreement on behalf of 2-1-1 is duly authorized by all necessary and appropriate action to do so on behalf of 2-1-1 and does so with full legal authority.

6.2. Contingency Fee. 2-1-1 represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for 2-1-1, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the making of this Agreement.

6.3. Public Entity Crime Act. 2-1-1 represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. 2-1-1 further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether 2-1-1 has been placed on the convicted vendor list.

6.4. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. 2-1-1 represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. 2-1-1 represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. 2-1-1 represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

6.5. Claims Against 2-1-1. 2-1-1 represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of 2-1-1, threatened against or affecting 2-1-1, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of 2-1-1 to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of

operations of 2-1-1 or on the ability of 2-1-1 to conduct its business as presently conducted or as proposed or contemplated to be conducted.

6.6. Verification of Employment Eligibility. 2-1-1 represents that 2-1-1 and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If 2-1-1 violates this section, County may immediately terminate this Agreement for cause and 2-1-1 shall be liable for all costs incurred by County due to the termination.

6.7. Warranty of Performance. 2-1-1 represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services under this Agreement and that each person and entity that will provide Services is duly qualified to perform such Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such services. 2-1-1 represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all such Services shall equal or exceed prevailing industry standards for the provision of such Services.

6.8. Prohibited Telecommunications Equipment. 2-1-1 represents and certifies that it and its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. 2-1-1 represents and certifies that 2-1-1 and its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

6.9. Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Broward County Code of Ordinances, 2-1-1 represents and certifies that its policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check, preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.

6.10. Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances ("Act"), 2-1-1 certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

6.11. Breach of Representations. 2-1-1 acknowledges that County is materially relying on the representations, warranties, and certifications of 2-1-1 stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement

without any further liability to 2-1-1; (c) set off from any amounts due 2-1-1 the full amount of any damage incurred; and (d) debarment of 2-1-1.

ARTICLE 7. INDEMNIFICATION

2-1-1 shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") 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, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of 2-1-1, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, 2-1-1 shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due 2-1-1 under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 8. INSURANCE

8.1. Throughout the Term, 2-1-1 shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit B in accordance with the terms and conditions of this article. 2-1-1 shall maintain insurance coverage against claims relating to any act or omission by 2-1-1, its agents, representatives, employees, or subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

8.2. 2-1-1 shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit B on all policies required under this article.

8.3. On or before the Effective Date, 2-1-1 shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, 2-1-1 shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

8.4. 2-1-1 shall ensure that all insurance coverages required by this article shall remain in full force and effect without any lapse in coverage throughout the Term and until all performance required by 2-1-1 has been completed, as determined by Contract Administrator. 2-1-1 or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall

concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

8.5. All required insurance policies must be issued by insurers: (1) assigned an AM Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by County's Risk Management Division.

8.6. If 2-1-1 maintains broader coverage or higher limits than the insurance requirements stated in Exhibit B, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by 2-1-1.

8.7. 2-1-1 shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit B and submit to County for approval at least fifteen (15) days prior to the Effective Date. 2-1-1 shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require 2-1-1 to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. 2-1-1 agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and 2-1-1 agrees to obtain same in endorsements to the required policies.

8.8. Unless prohibited by the applicable policy, 2-1-1 waives any right to subrogation that any of 2-1-1's insurer may acquire against County, and agrees to obtain same in an endorsement of 2-1-1's insurance policies.

8.9. 2-1-1 shall require that each subcontractor utilized by 2-1-1 maintains insurance coverage that adequately covers the services provided by that subcontractor on substantially the same insurance terms and conditions required of 2-1-1 under this article. 2-1-1 shall ensure that all such subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the subcontractors' applicable insurance policies. 2-1-1 shall not permit any subcontractor to use the Licensed Premises unless and until all applicable requirements of this article are satisfied.

8.10. If 2-1-1 or any subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to 2-1-1. If requested by County, 2-1-1 shall provide, within one (1) business day, evidence of each subcontractor's compliance with this section.

8.11. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit B, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-

made policy form with a retroactive date prior to the Effective Date, 2-1-1 must obtain and maintain “extended reporting” coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit B.

ARTICLE 9. TERMINATION

9.1. This Agreement is merely a right to access and use the Licensed Premises and grants no estate in the Licensed Premises. The County Administrator may, with or without cause, terminate this Agreement at any time by providing 2-1-1 with written notice of the termination date. 2-1-1 may terminate this Agreement by providing thirty (30) days written notice to County.

9.2. The County Administrator may temporarily suspend 2-1-1’s access and use of the Licensed Premises immediately upon written notice. In the event of such suspension, 2-1-1 shall immediately vacate the Licensed Premises; and this Agreement shall be deemed suspended unless and until the County Administrator provides written notice to 2-1-1 ceasing the suspension.

9.3. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity, including, but not limited to, the remedy of a possessory action to recover possession of the Licensed Premises.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY

No Party may 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 the performance of this Agreement. 2-1-1 shall include the foregoing or similar language in its contracts with any subcontractors.

ARTICLE 11. MISCELLANEOUS

11.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with 2-1-1 to manage and supervise the performance of this Agreement. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may approve in writing minor modifications to the Use of the Licensed Premises that do not increase the total cost to County or waive any rights of County.

11.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created by 2-1-1 in connection with performing services or use of the Licensed Premises, whether finished or unfinished (“Documents and Work”), shall be owned by County, and 2-1-1 hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration

or termination of this Agreement, the Documents and Work shall become the property of County and shall be delivered by 2-1-1 to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to 2-1-1 may be withheld until all Documents and Work are received as provided in this Agreement. 2-1-1 shall ensure that the requirements of this section are included in all agreements with its subcontractor(s).

11.3. Public Records. To the extent 2-1-1 is acting on behalf of County as stated in Section 119.0701, Florida Statutes, 2-1-1 shall:

11.3.1. Keep and maintain public records required by County to perform the services described in this Agreement;

11.3.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

11.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

11.3.4. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of 2-1-1 or keep and maintain public records required by County to perform the services. If 2-1-1 transfers the records to County, 2-1-1 shall destroy any duplicate public records that are exempt or confidential and exempt. If 2-1-1 keeps and maintains the public records, 2-1-1 shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. 2-1-1 will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that 2-1-1 contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, 2-1-1 must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 688.002, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by 2-1-1 as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by 2-1-1. 2-1-1 shall indemnify and

defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF 2-1-1 HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO 2-1-1'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-5955, PRRAdmin@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 506, FORT LAUDERDALE, FLORIDA 33301.

11.4. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of 2-1-1 and its subcontractors that are related to this Agreement. 2-1-1 and its subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, 2-1-1 or its subcontractor shall make same available in written form at no cost to County.

2-1-1 and its subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). 2-1-1 hereby grants County the right to conduct such audit or review at 2-1-1's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by 2-1-1 in excess of five percent (5%) of the total contract billings reviewed by County, in addition to making adjustments for the overcharges, 2-1-1 shall pay the actual cost of County's audit or, if the actual cost is unreasonably high, the reasonable cost. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to 2-1-1.

2-1-1 shall ensure that the requirements of this section are included in all agreements with its subcontractor(s).

11.5. Independent Contractor. 2-1-1 is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In using the Licensed Premises and providing the Services, neither 2-1-1

nor its agents shall act as officers, employees, or agents of County. 2-1-1 shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

11.6. 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 not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law 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.

11.7. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

11.8. Third-Party Beneficiaries. Neither 2-1-1 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.

11.9. Notice and Payment Address. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for 2-1-1. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Margaret Stapleton, Director
Office of Public Communications
115 S. Andrews Avenue, Room 506
Fort Lauderdale, FL 33301
954-357-6931
E-mail: mstapleton@broward.org

FOR 2-1-1:

Sheila Smith, President/CEO
2-1-1 Broward
3317 NW 10th Terrace, Suite #403
Fort Lauderdale, FL 33309
954-390-0493
E-mail: ssmith@211-broward.org

11.10. No Assignment. 2-1-1 may not assign, transfer, subcontract, or encumber any rights or obligations under this Agreement without the prior written consent of County, which may be withheld in County's sole discretion. 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.

11.11. Conflicts. Neither 2-1-1 nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with 2-1-1's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

11.12. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. 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 shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.13. Compliance with Laws. 2-1-1 and the Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

11.14. Severability. 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.

11.15. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

11.16. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

11.17. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect.

11.18. 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. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.19. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and 2-1-1.

11.20. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

11.21. HIPAA Compliance. County has access to protected health information ("PHI") that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. If 2-1-1 is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), 2-1-1 shall fully protect individually identifiable health information as required by HIPAA or HITECH and, if requested by County, shall execute a Business Associate Agreement in the form set forth at <http://www.broward.org/Purchasing/Pages/StandardTerms.aspx>. The County Administrator is authorized to execute a Business Associate Agreement on behalf of County. Where required, 2-1-1 shall handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other Applicable Law, include in its "Notice of Privacy Practices" notice of 2-1-1's and County's uses of client's PHI. The requirement to comply with this provision, HIPAA, and HITECH shall survive the expiration or earlier termination of this Agreement. 2-1-1 shall ensure that the requirements of this section are included in all agreements with its subcontractors.

11.22. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

11.23. Counterparts and Multiple Originals. This Agreement 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 agreement.

11.24. Use of County Logo. 2-1-1 shall not use County's name, logo, or otherwise refer to this Agreement in marketing or publicity materials without prior written consent from County.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the [REDACTED] day of [REDACTED], 2022, and 2-1-1, signing by and through its [REDACTED] duly authorized to execute same.

COUNTY

ATTEST:

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

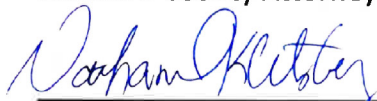
BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
[REDACTED] day of [REDACTED], 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

By: Stacey Weinger
Digitally signed by Stacey Weinger
Date: 2022.04.21 11:38:24 -04'00'

Stacey R. Weinger (Date)
Assistant County Attorney

By:  04/21/22

Nathaniel A. Klitsberg (Date)
Senior Assistant County Attorney

SRW
2-1-1 License Agmt
4/19/2022

REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND FIRST CALL FOR HELP
OF BROWARD, INC., D/B/A 2-1-1 BROWARD FOR ACCOMMODATIONS DURING ACTIVATIONS
OF THE BROWARD COUNTY EMERGENCY OPERATIONS CENTER

2-1-1

WITNESSES:

Judy Samuel
Signature

Judy Samuel
Print Name of Witness above

Rafael Vazquez
Signature

RAFAEL VAZQUEZ
Print Name of Witness above

FIRST CALL FOR HELP OF BROWARD, INC.,
d/b/a 2-1-1 BROWARD

Sheila Smith
By: _____
Authorized Signor

sheila J. Smith, Pres/CEO
Print Name and Title

20 day of April, 2022

ATTEST:

[Signature]
Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)

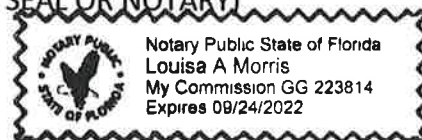


Exhibit A
Use of Licensed Premises

A. Conditions of Use of Licensed Premises by 2-1-1

1. 2-1-1 may use and occupy, on a nonexclusive basis, the Licensed Premises only for the purpose of providing counseling and health-related assistance to the community during activations of the Call Center. 2-1-1 is allotted three (3) workstations to answer 2-1-1 calls, and such other additional workstations as approved by the Contract Administrator pursuant to Article 3 of the Agreement.

2. 2-1-1 shall use the Licensed Premises consistent with County's procedures for use of same. The Licensed Premises shall be used for the purposes, and at times and location, as follows:

2.1 The Call Center is activated in response to an emergency at the direction of the Broward Emergency Management Division. The activation of the Call Center usually coincides with the activation of the EOC; however, the Call Center can be activated prior to the activation of the EOC. When needed, the Call Center will expand its normal hours of operation from 8:30 a.m. to 5:00 p.m. to a 24-hour-a-day operation. Typically, the Call Center staff works eight (8) hour shifts.

2.2 The President/CEO of 2-1-1 must contact the Call Center Manager to provide notification of its intention to move 2-1-1 operations to the Call Center. All 2-1-1 personnel reporting for duty must have taken County's emergency hotline training prior to activation. In advance of each activation, 2-1-1 must provide the Call Center Manager a shift roster, including the names of the 2-1-1 personnel reporting for duty, prior to 2-1-1's use of the Licensed Premises.

2.3 2-1-1 personnel may only park in available parking spaces in the surface lots surrounding the EOC and are not permitted to park in the covered parking spaces under the Call Center, as these parking spaces are reserved.

2.4 All 2-1-1 personnel reporting for duty at the Call Center will check-in at the security desk located on the first floor at the entrance to the EOC upon arrival. 2-1-1 personnel shall report directly for duty at the Call Center located on the second floor. 2-1-1 personnel shall sign-in at the Call Center upon arrival and sign out at the end of their shift.

2.5 2-1-1 calls will be forwarded to the Call Center after 2-1-1 personnel are in position to respond to the calls and shall be routed to a special telephone queue answered only by 2-1-1 personnel. 2-1-1 personnel shall comply with the instructions by the Call Center Manager or County shift supervisor on the procedure(s) to log into the phone system. When there are no 2-1-1 calls in the queue, the 2-1-1 personnel will assist the

Call Center by answering general hotline calls in accordance with County policies and procedures.

- 2.6 All operational issues, including equipment malfunctions, shall be reported directly by 2-1-1 to the Call Center Manager then on duty. One member of the 2-1-1 shift team shall be designated as a lead worker ("2-1-1 Lead Worker") to coordinate with a Call Center lead worker, including at shift change, to provide a shift briefing to the incoming 2-1-1 personnel, and to be responsible for communication to the Call Center Manager on duty.
- 2.7 When the EOC is in a full activation, three (3) free meal periods will be provided to the 2-1-1 personnel as well as snacks during the overnight shift. It shall be the responsibility of the 2-1-1 Lead Worker to schedule the mealtimes of the 2-1-1 shift team in such a way that the phone lines are covered at all times.
- 2.8 During a hurricane, County will order a "lock down" at the EOC for time periods when it is considered too dangerous to drive. This is likely to occur when sustained winds reach approximately 39 mph. If 2-1-1 personnel are scheduled to work a shift where this may occur, they should bring a blanket, pillow, medications, and other items that are needed for comfort for an extended stay at the EOC. The EOC has designated areas for sleeping and may provide cots depending on availability.
- 2.9 The President/CEO of 2-1-1 shall anticipate staffing levels needed based on the likelihood of a "lock down" and shall schedule and staff the Call Center accordingly. For example, the Call Center Manager can ask the President/CEO of 2-1-1 to have 2-1-1 personnel report for their scheduled shift several hours prior to the actual starting time of their shift to ensure their safe arrival. The EOC has lounge areas where staff can read, watch television, or engage in other activities until their shift begins. 2-1-1 staff who arrive prior to the start of their shift will remain in designated lounge areas until their shift begins and avoid congregation in Call Center or EOC operations areas.
3. 2-1-1 covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on, in or upon the Licensed Premises. No act shall be permitted, and nothing shall be kept in or about the Licensed Premises that will increase the risk of any hazard, fire, or catastrophe, and no waste shall be permitted or committed upon or any damage done to the Licensed Premises.
4. 2-1-1 shall appropriately train and supervise its personnel utilizing the Licensed Premises.
5. 2-1-1 shall not permit the Licensed Premises to be used or occupied in any manner that violates any laws or regulations of any governmental entity with jurisdiction over the Licensed Premises.

6. The Contract Administrator has the right, in their sole discretion, to require 2-1-1 to remove any of its employees (temporarily or permanently) from the Licensed Premises.

7. If, 2-1-1's access and use of the Licensed Premises is permanently discontinued or if the Call Center can no longer be located at the EOC, County will, to the extent possible, provide 2-1-1 with access and use to another property owned by County.

8. Upon expiration or earlier termination of this Agreement as provided for herein, 2-1-1 shall immediately and peaceably remove all personal property, and surrender and deliver the Licensed Premises to County. 2-1-1 shall leave the Licensed Premises in the condition existing at the commencement of this Agreement, including any County approved alterations and improvements made by 2-1-1 that are not required by County to be removed hereunder, normal wear and tear excepted. If any of 2-1-1's property is not removed from the Licensed Premises within sixty (60) calendar days after the expiration or termination of this Agreement, such property shall be deemed the property of County without further liability to 2-1-1.

B. Alterations and Improvements to Licensed Premises

County shall not be required to make any changes to the building to accommodate 2-1-1's use of the Licensed Premises. 2-1-1 shall not be permitted to make any alteration or improvement to the Licensed Premises, without the prior written consent of County. 2-1-1 shall keep the Licensed Premises in a clean, safe, and sanitary condition during its use under this Agreement.

C. Damage to the Licensed Premises

1. 2-1-1 shall limit the amount of personal property placed upon the Licensed Premises. All personal property placed upon the Licensed Premises by 2-1-1 shall remain the property of 2-1-1, its employees, visitors, and invitees, as applicable, and shall be placed upon the Licensed Premises at the risk of each such party. County shall not be liable for any damage to 2-1-1's property, or any theft, misappropriation, or loss thereof. 2-1-1 shall give County prompt written notice, in accordance with the "Notices" section of this Agreement, of any occurrence, incident, or accident occurring on the Licensed Premises, or property adjacent thereto, caused by 2-1-1, its employees, visitors or invitees.

2. 2-1-1 shall not injure, or in any manner mar or deface, the Licensed Premises, including any equipment contained therein, or cause or permit anything to be done to same, including driving nails, hooks, tacks, or screws into any part of the Licensed Premises, or equipment contained therein.

3. In the event the Licensed Premises, or any portion of the building or equipment contained therein, is damaged by the actions or inaction of 2-1-1, or 2-1-1's employees, agents, patrons, or invitees, during the term of this Agreement, 2-1-1 shall be required to correct such damage, and return same to the condition it existed upon commencement of this Agreement.

Exhibit B Minimum Insurance Requirements

Project: Revocable License Agreement with First Call for Help of Broward, Inc., d/b/a 2-1-1 Broward for Call Center Access
Agency: Office of Public Communications

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☒ Commercial General Liability ☒ Premises-Operations ☐ XCU Explosion/Collapse/Underground ☒ Products/Completed Operations Hazard ☒ Contractual Insurance ☒ Broad Form Property Damage ☒ Independent Contractors ☒ Personal Injury Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made Gen'l Aggregate Limit Applies per: ☐ Project ☐ Policy ☐ Loc. ☐ Other _____	☒	☒	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY ☒ Comprehensive Form ☒ Owned ☒ Hired ☒ Non-owned ☒ Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$500,000	
☐ EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: ☐ Per Occurrence ☐ Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
☒ WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	☒	Each Accident	STATUTORY LIMITS	
☒ EMPLOYER'S LIABILITY			Each Accident	\$500,000	
☐ PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) / MEDIA LIABILITY	N/A		Each Claim:		
			*Maximum Deductible:	\$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. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

Digitally signed by
COLLEEN A.
POUNALL
Date: 2022.04.01
10:55:30 -04'00'

CPounall

Risk Management Division