

RESOLUTION NO. 2019-

1
2 A RESOLUTION OF THE BOARD OF COUNTY
3 COMMISSIONERS OF BROWARD COUNTY, FLORIDA,
4 APPROVING AND AUTHORIZING THE COUNTY TO LICENSE
5 USE AND ACCESS OF CERTAIN REAL PROPERTY TO THE
6 FLORIDA RESEARCH INSTITUTE FOR EQUINE NURTURING,
7 DEVELOPMENT AND SAFETY, INC. (F.R.I.E.N.D.S.),
8 PURSUANT TO SECTION 125.38, FLORIDA STATUTES;
9 DETERMINING THAT F.R.I.E.N.D.S. IS A NOT-FOR-PROFIT
10 CORPORATION ORGANIZED FOR THE PURPOSES OF
11 PROMOTING COMMUNITY INTEREST AND WELFARE;
12 DETERMINING THAT F.R.I.E.N.D.S. APPLIED TO OBTAIN A
13 LICENSE TO THAT CERTAIN REAL PROPERTY FOR THE
14 PROJECT STATED HEREIN IN ACCORDANCE WITH SECTION
15 125.38, FLORIDA STATUTES; DETERMINING THAT THE
16 PROJECT STATED HEREIN PROMOTES PUBLIC OR
17 COMMUNITY INTEREST AND WELFARE; DETERMINING THAT
18 THE CERTAIN REAL PROPERTY BEING LICENSED IS
19 REQUIRED BY F.R.I.E.N.D.S. FOR THE PROJECT STATED
20 HEREIN AND IS NOT NEEDED FOR COUNTY PURPOSES AT
21 THIS TIME; AUTHORIZING THE COUNTY ADMINISTRATOR TO
22 APPROVE AND EXECUTE A LICENSE AGREEMENT BETWEEN
23 BROWARD COUNTY AND F.R.I.E.N.D.S.; AND PROVIDING FOR
24 SEVERABILITY AND AN EFFECTIVE DATE.

15 WHEREAS, Broward County ("County") owns certain real property located at
16 19801 Sheridan Street, in the Broward Municipal Services District, Florida 33332
17 ("County Property"), as more particularly described in the License Agreement described
18 below ("License Agreement");

19 WHEREAS, The Florida Research Institute for Equine Nurturing, Development
20 and Safety, Inc. ("F.R.I.E.N.D.S."), a Florida not-for-profit corporation, desires a
21 nonexclusive revocable license to access and use a portion of the County
22 Property ("Licensed Premises"), as more particularly described in the License
23 Agreement, in order to pasture horses and related domestic farm animals, establish and
24 conduct community volunteer programs, work with not-for-profit organizations, establish

1 and conduct related educational programs sponsored by educational institutions, and
2 conduct research relating to the horses if such research is in conjunction with the
3 Department of Agriculture of the State of Florida (“Project”);

4 WHEREAS, Section 125.38, Florida Statutes, states that if an “organization not
5 for profit which may be organized for the purposes of promoting community interest and
6 welfare, should desire any real or personal property that may be owned by any county
7 of this state or by its board of county commissioners, for public or community interest
8 and welfare, then the...organization may apply to the board of county commissioners for
9 a conveyance or lease of such property. Such board, if satisfied that such property is
10 required for such use and is not needed for county purposes, may thereupon convey or
11 lease the same at private sale to the applicant for such price, whether nominal or
12 otherwise, as such board may fix, regardless of the actual value of such property. The
13 fact of such application being made, the purpose for which such property is to be used,
14 and the price or rent therefor shall be set out in a resolution duly adopted by such
15 board”;

16 WHEREAS, F.R.I.E.N.D.S. applied to the Board of County Commissioners of
17 Broward County, Florida (“Board”), to obtain a revocable, nonexclusive license
18 (“License”) to the Licensed Premises for the Project;

19 WHEREAS, the Board supports the use of the of the Licensed Premises for the
20 Project until such time as the Licensed Premises is needed by the County for another
21 purpose; and

22 WHEREAS, the Board desires to approve and authorize a license agreement
23 between the County and F.R.I.E.N.D.S. in the form attached hereto as Attachment 1
24

1 and made a part hereof ("License Agreement"), granting the License to F.R.I.E.N.D.S.,
2 NOW, THEREFORE,

3 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
4 BROWARD COUNTY, FLORIDA:

5 Section 1. The recitals set forth in the preamble to this Resolution are true,
6 accurate, and deemed incorporated by reference herein as though set forth in full
7 hereunder.

8 Section 2. The Board finds that (1) F.R.I.E.N.D.S. is a not-for-profit corporation
9 organized for the purposes of promoting community interest and welfare;
10 (2) F.R.I.E.N.D.S. applied to the Board to obtain a License to the Licensed Premises for
11 the Project in accordance with Section 125.38, Florida Statutes; (3) the Project
12 promotes public or community interest and welfare; and (4) the Licensed Premises is
13 required by F.R.I.E.N.D.S. for the Project, and is not needed for County purposes at this
14 time.

15 Section 3. The Board authorizes the License to F.R.I.E.N.D.S. for the Project
16 in exchange for the total rent of One Dollar (\$1.00) per year during the duration of the
17 License, subject to the execution of the License Agreement by the County
18 Administrator.

19 Section 4. The Board authorizes the County Administrator to approve and
20 execute the License Agreement in the form attached as Attachment 1, with such
21 additional changes or amendments as the County Administrator may deem necessary,
22 subject to review and approval as to legal sufficiency by the Office of the County
23 Attorney.

24

1 Section 5. Severability.

2 If any portion of this Resolution is determined by any court to be invalid, the
3 invalid portion will be stricken, and such striking will not affect the validity of the
4 remainder of this Resolution. If any court determines that this Resolution, in whole or in
5 part, cannot be legally applied to any individual, group, entity, property, or circumstance,
6 such determination will not affect the applicability of this Resolution to any other
7 individual, group, entity, property, or circumstance.

8 Section 6. Effective Date.

9 This Resolution is effective upon adoption.

10
11 ADOPTED this _____ day of _____, 2019.

12
13 Approved as to form and legal sufficiency:
14 Andrew J. Meyers, County Attorney

15 By /s/ Irma Qureshi 02/14/19
16 Irma Qureshi (date)
17 Assistant County Attorney

18 By /s/ Annika E. Ashton 02/14/19
19 Annika E. Ashton (date)
20 Senior Assistant County Attorney

21
22 IQ/mdw
23 2/14/19
24 F.R.I.E.N.D.S. Reso
#413439

**REVOCABLE LICENSE AGREEMENT BETWEEN
BROWARD COUNTY AND THE FLORIDA RESEARCH INSTITUTE
FOR EQUINE NURTURING, DEVELOPMENT AND SAFETY, INC.
FOR ACCESS AND USE OF COUNTY PROPERTY**

This Revocable License Agreement (“Agreement”) between Broward County, a political subdivision of the State of Florida, whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 (“County”), and The Florida Research Institute for Equine Nurturing, Development and Safety, Inc., a Florida not-for-profit corporation, A/K/A F.R.I.E.N.D.S., Inc., whose address is 1840 Northeast 65th Court, Fort Lauderdale, Florida 33308 (“Licensee”), is entered into and effective as of the date this Agreement is fully executed by the Parties (“Effective Date”). The County and the Licensee are hereinafter referred to collectively as the “Parties,” and individually referred to as a “Party.”

RECITALS

A. The County is the owner of the County Property, as defined in Section 1.1 below, located at 19801 Sheridan Street, in the Broward Municipal Services District, Florida 33332.

B. The Licensee requires a license from the County to access and use a portion of the County Property in order to pasture horses and related domestic farm animals, establish and conduct community volunteer programs, work with not-for-profit organizations, establish and conduct related educational programs sponsored by educational institutions, and conduct research relating to the horses if such research is in conjunction with the Department of Agriculture of the State of Florida.

C. The County is willing to grant the Licensee a license to access and use the Licensed Premises, as defined in Section 1.2 below, pursuant to the terms and conditions stated in this Agreement.

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

AGREEMENT

1. **Description of Property.**

1.1. **County Property.** The County is the owner of that certain real property, as more particularly described in the **Exhibit A** attached to and made a part of this Agreement (“County Property”).

1.2. **Licensed Premises.** The County hereby grants to the Licensee a nonexclusive license to access and use a portion of the County Property, as more particularly described in the **Exhibit B** attached to

and made a part of this Agreement (“Licensed Premises”), in accordance with the terms of this Agreement.

2. **Term.** The term of this Agreement shall be effective for one (1) year commencing on the Effective Date (“Initial Term”), unless terminated earlier pursuant to this Agreement. The Parties shall have the option to renew the Agreement for up to four (4) additional and successive one (1) year terms upon the same terms and conditions of this Agreement (“Renewal Term(s)”). To exercise a renewal option, (i) the Licensee must send written notice to the County, at least sixty (60) calendar days before the expiration of the then-current term, stating its desire to exercise a renewal option; and (ii) the County, acting through its Contract Administrator (as defined in Section 21), shall notify the Licensee in writing, within thirty (30) calendar days after receiving the Licensee’s notice, as to whether the County approves such renewal. The Initial Term, and any Renewal Term (if exercised), are collectively referred to herein as the “Term.”

3. **Rent.** The Licensee shall pay the County the total rent of One Dollar (\$1.00) per year for this Agreement (“Rent”). The first payment of Rent shall be due on the first day of the month following the Effective Date (unless the Effective Date is the first day of a month, in which case the first payment of Rent shall be due on the Effective Date) (“Rent Commencement Date”). The Rent for the subsequent years during the Term shall be due on each yearly anniversary of the Rent Commencement Date.

4. **Taxes.** If any taxes, fines, and assessments are levied under this Agreement and are related to the Licensee’s use of the Licensed Premises (“Taxes”), the Licensee shall directly pay such Taxes to the applicable taxing authority.

5. **Use of the Licensed Premises.**

5.1. The Licensee may access and use the Licensed Premises (“Licensee’s Access”) only to (i) pasture horses and related domestic farm animals, (ii) establish and conduct community volunteer programs, (iii) work with not-for-profit organizations, (iv) establish and conduct related educational programs sponsored by educational institutions, and (v) conduct research relating to the horses if such research is in conjunction with the Department of Agriculture of the State of Florida (“Permitted Uses”). The Licensed Premises shall not be used for any other purpose whatsoever without the County’s prior written consent.

5.2. The Licensee covenants that it will not, without the County’s prior written consent, permit the Licensed Premises to be used or accessed by any person, firm, entity, or corporation other than the Licensee and its employees, agents, volunteers, contractors, visitors, and invitees (“Authorized Persons”).

- 5.3. The Licensee further covenants that the Licensee shall not (i) commit any waste, nuisance, or hazardous trade or occupation on, in, or upon the County Property; (ii) take any action, or keep anything in or about the County Property, that will increase the risk of any hazard, fire, or catastrophe; (iii) damage the County Property; or (iv) use or occupy the County Property in any manner that will violate any laws or regulations of any governmental authority.
- 5.4. The Licensee shall limit the number of horses and related domestic farm animals on the Licensed Premises to the number permitted by applicable laws or regulations of any governmental authority. The Licensee must obtain, at its own expense, all governmental or regulatory approvals for its use of the Licensed Premises.
- 5.5. The Licensee and its Authorized Persons shall not access or use the Licensed Premises in a manner that threatens or interferes with (i) public health and safety, (ii) the County's use of the County Property, or (iii) the rights of Florida Power & Light Company, as holder of an easement over a portion of the Licensed Premises, recorded in Official Records Book 5429, Page 931, in the Public Records of Broward County, Florida.
- 5.6. The County may, with or without cause, temporarily discontinue Licensee's Access, in whole or in part, upon providing the Licensee with written notice at least ten (10) calendar days before such suspension.

6. **The Licensee's Property on the Licensed Premises.**

- 6.1. The Licensee may place its personal property, horses, and related domestic farm animals on the Licensed Premises ("Licensee's Property"), provided that the Licensee's Property is reasonably necessary for the Permitted Uses described in Section 5.1. The County shall not be responsible for providing any horses, domestic farm animals, livestock, furnishings, or personal property for the Licensee's use of the Licensed Premises.
- 6.2. The Licensee's Property shall belong to the Licensee and shall be maintained and used on the Licensed Premises 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 or its employees. Nothing herein shall be deemed, construed, or asserted as the County waiving its sovereign immunity or waiving any limits established by Section 768.28, Florida Statutes.

6.3. Upon the expiration or termination of this Agreement, the Licensee shall, at its sole cost and expense, remove the Licensee's Property from the Licensed Premises, and restore the Licensed Premises to its original condition, ordinary wear and tear excepted. If any of the Licensee'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 the County without further liability to the Licensee.

7. **Alterations and Improvements.** The Licensee shall not make any alteration, adjustment, partition, addition, or improvement to the Licensed Premises or any part thereof without obtaining the County's prior written consent. All requests by the Licensee shall be in writing and shall contain all pertinent plans and specifications. All approved alterations, adjustments, partitions, additions, and improvements to the Licensed Premises shall be made at the Licensee's sole cost and expense, and shall belong to the County. All such alterations or improvements on the Licensed Premises, and the existing improvements depicted in the **Exhibit C** attached to and made a part of this Agreement, shall remain the exclusive property of the County.

8. **Maintenance and Repair Obligations.**

8.1. The Licensee shall, at its sole cost and expense, keep and maintain the Licensed Premises in a clean, safe, sanitary, good, and orderly condition, and make all necessary repairs and replacements thereto. The Licensee agrees to maintain the Licensed Premises free from trash and debris, and in accordance with prudent and well-reasoned maintenance procedures and techniques.

8.2. The Licensee shall give written notice to the County within one (1) calendar day after the Licensee learns that (i) the County Property, or the County's personal property located thereon, is damaged; or (ii) there has been an occurrence, incident, or accident on the County Property.

8.3. The Licensee shall repair any damage to the Licensed Premises or the County's personal property located thereon, including the existing improvements listed on **Exhibit C**. The Licensee shall also repair any damage of any kind or nature to the remainder of the County Property, or the County's personal property located thereon, provided that such damage is caused by the Licensee or its Authorized Persons. If the Licensee cannot make such repairs within thirty (30) calendar days, the County may make the repairs, and the Licensee shall reimburse the County within thirty (30) calendar days after receiving an invoice detailing the repairs made and the expenses incurred by the County.

9. **Utilities.** The Licensee shall make all arrangements for, and in a timely manner pay for, the installation, connection, and use of all utilities available at the Licensed Premises, including, but not limited to, water, sanitation, sewer, electricity, gas, telephone, and internet service. The Licensee shall be solely responsible for all costs of operating, maintaining, and repairing the well located on the Licensed Premises. The County does not guarantee that the service and/or installation of any such utilities will be adequate or continuous.

10. **Casualty.** If a fire, casualty, or other causes beyond the reasonable control of the Parties damages all or part of the County Property ("Casualty"), then the County may elect to terminate this Agreement without further liability to the County. The County shall give the Licensee written notice of the County's election to terminate within one hundred twenty (120) calendar days after the Casualty. The County shall not be responsible for any damage to the Licensee's Property, or for any interruption of the Licensee's Access, as a result of a Casualty.

11. **Inspections and Quarterly Lists.**

11.1. The County and County's employees, agents, or any authorized employee of such agents may enter the Licensed Premises at any time for the purpose of inspecting the condition of the Licensed Premises and for verifying that the Licensee is using the Licensed Premises in accordance with the terms of this Agreement.

11.2. The Licensee shall, within thirty (30) calendar days after the Effective Date and on a quarterly basis thereafter, submit to County a list of (i) the horses and related domestic farm animals kept on Licensed Premises, their Department of Agriculture permit numbers, and (ii) the persons who have been approved access to the Licensed Premises ("Quarterly List"). Such Quarterly List must be sent to Facilities Management Division, Real Property Section, 115 S. Andrews Avenue, Room 501, Fort Lauderdale, Florida, 33301.

12. **Liens.** The Licensee shall have no power or authority to place any liens or other encumbrances of any kind or character upon the right, title, or interest of the County in and to the Licensed Premises. The Licensee shall be responsible for the satisfaction or payment of any liens for any provider of work, labor, material or services claiming by, through, or under the Licensee. The Licensee shall also indemnify, hold harmless and defend the County against any such liens, including the reasonable fees of the County's attorneys. Such liens shall be discharged by the Licensee, within thirty (30) calendar days after the Licensee receives notice from the County of filing thereof, by bonding, payment, or otherwise, provided that the Licensee may contest, in good faith and by appropriate proceedings, any such liens.

13. **Termination.**

- 13.1. This Agreement is merely a right to access and use the Licensed Premises, and grants no estate in the Licensed Premises. The County may, with or without cause, terminate this Agreement at any time by providing the Licensee with written notice of the termination date.
- 13.2. This Agreement may be terminated for convenience by the Licensee upon providing the County with written notice of the termination date, which shall not be less than sixty (60) calendar days after the date of such written notice.
- 13.3. In addition to the termination rights provided to the County in Sections 13.1 and 18, if the County Administrator (as defined below) determines that termination of the Agreement is necessary to protect public health, safety, or welfare, the County Administrator may terminate the Agreement upon providing such written notice as the County Administrator deems appropriate under the circumstances. The "County Administrator" is defined as the administrative head of County pursuant to Sections 3.02 and 3.03 of the Broward County Charter.

14. **Surrender.** The Licensee shall peaceably surrender and deliver the Licensed Premises to the County immediately upon the expiration of the Term or upon the termination of this Agreement. The Licensee further agrees that it will leave the Licensed Premises in the same condition as received, excluding ordinary wear and tear and all alterations or improvements made in accordance with Section 7. The Licensee shall leave any water wells, electrical distribution systems, plumbing systems, lighting fixtures, HVAC (heating, ventilating, and air-conditioning) ducts and vents, window treatments, wall coverings, carpets and other floor coverings, doors and door hardware, millwork, ceilings, and all alterations and improvements (as described in Section 7) at the Licensed Premises and in good condition, ordinary wear and tear excepted.

15. **Insurance.**

- 15.1. For the duration of this Agreement, the Licensee shall, at its sole expense, maintain the minimum insurance coverages stated in **Exhibit D** in accordance with the terms and conditions of this Agreement. The Licensee shall maintain insurance coverage against claims relating to any act or omission by the Licensee, its agents, representatives, employees, contractors, or subcontractors in connection with this Agreement. The County reserves the right at any time to review and adjust the limits and types of coverage required under this Agreement.

- 15.2. The Licensee shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in **Exhibit D** on all policies required under this Agreement.
- 15.3. On or before the Effective Date, the Licensee shall provide the County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this Agreement. If and to the extent requested by County, the Licensee shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) calendar days after the County's request.
- 15.4. The Licensee shall ensure that all insurance coverages required by this Agreement shall remain in full force and effect for the duration of this Agreement and until all performance required by the Licensee has been completed, as determined by the Contract Administrator (as defined in Section 21). The Licensee or its insurer shall provide notice to the County of any cancellation or modification of any required policy at least thirty (30) calendar days prior to the effective date of cancellation or modification, and at least ten (10) calendar days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide the County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). The Licensee shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this Agreement.
- 15.5. The Licensee shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. 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 the County.
- 15.6. If the Licensee maintains broader coverage or higher limits than the minimum insurance requirements stated in **Exhibit D**, the County shall be entitled to any such broader coverage and higher limits maintained by the Licensee. All required insurance coverages under this Agreement shall provide primary coverage and shall not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by the Licensee.
- 15.7. The Licensee shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in **Exhibit D** and submit to the County for approval at least fifteen (15) calendar days before the

Effective Date. The Licensee shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against the County. The County may, at any time, require the Licensee 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. The Licensee agrees that any deductible or self-insured retention may be satisfied by either the named insured or the County, if so elected by the County, and the Licensee agrees to obtain same in endorsements to the required policies.

- 15.8. Unless prohibited by the applicable policy, the Licensee waives any right to subrogation that any of Licensee's insurer may acquire against the County, and agrees to obtain same in an endorsement of the Licensee's insurance policies.
- 15.9. The Licensee shall require that each contractor or subcontractor maintains insurance coverage that adequately covers the services provided by that contractor or subcontractor on substantially the same insurance terms and conditions required of the Licensee under this Agreement. The Licensee shall ensure that all such contractors or subcontractors comply with these requirements and that "Broward County" is named as an additional insured under such contractors' and subcontractors' applicable insurance policies.
- 15.10. In the event that the Licensee or any contractor or subcontractor fails to maintain the insurance required by this Agreement, the County may pay any costs of premiums necessary to maintain the required coverage and invoice such costs to the Licensee. The Licensee shall not permit any contractor or subcontractor to provide any services under this Agreement unless and until the requirements of this Agreement are satisfied. If requested by the County, the Licensee shall provide, within one (1) business day, evidence of each contractor or subcontractor's compliance with this Agreement.
- 15.11. If any of the policies required under this Agreement 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 D**, and (3) if coverage is canceled or non-renewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, the Licensee must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in **Exhibit D**.

16. **Indemnification.** The Licensee shall indemnify, hold harmless, and defend the County and all of the County's current and former officers, agents, servants, 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 the Licensee, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). In the event any Claim is brought against an Indemnified Party, the Licensee shall, upon written notice from the County, defend each Indemnified Party against each such Claim by counsel satisfactory to the County or, at the County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this Section 16 shall survive the expiration or termination of this Agreement.

17. **Sovereign Immunity.** 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 the County nor shall anything included herein be construed as consent by the County to be sued by third parties in any matter arising out of this Agreement. The 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.

18. **Assignment or Encumbrances.** Neither this Agreement nor any right or interest herein may be assigned, transferred, or encumbered by the Licensee. If the Licensee violates this Section 18, the County shall have the right to immediately terminate this Agreement without any advance notice to the Licensee.

19. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement, and executed by duly authorized representatives of the County and the Licensee.

20. **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 of this Agreement. The 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. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.

21. **Contract Administrator.** The term "Contract Administrator," as used in this Agreement, shall mean the Broward County Director of Real Property Section. Unless

expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may act on behalf of County under this Agreement to give consent or provide notice to the Licensee when necessary, exercise the Renewal Term, or temporarily suspending the Licensee's use and access of the Licensed Premises.

22. **Notices.** 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 electronic mail (e-mail), to the addresses listed below and shall be effective upon mailing or hand delivery (provided that the contemporaneous e-mail is also sent). The addresses for notice shall remain as set forth in this Section 22 unless and until changed by providing notice of such change in accordance with the provisions of this Section 22.

FOR COUNTY:

Broward County Administrator
Governmental Center
115 South Andrews Avenue, Room 409
Fort Lauderdale, Florida 33301
Email Address: bhenry@broward.org

With a copy to:

Broward County Director of Real Property Section
115 S. Andrews Avenue, Room 501
Fort Lauderdale, FL 33301
Email Address: pbhogaita@broward.org

FOR LICENSEE:

F.R.I.E.N.D.S., Inc.
c/o Debbie Bye-Barwick, President
1840 N.E. 65th Court
Fort Lauderdale, Florida 33308
Email Address: horserescuer@comcast.net

23. **Independent Contractor.** The Licensee is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing any services under this Agreement, neither the Licensee nor its Authorized Persons shall act as officers, employees, or agents of the County. The Licensee shall not have the right to bind the County to any obligation not expressly undertaken by the County under this Agreement.

24. **Third Party Beneficiaries.** Neither the County nor the Licensee 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.

25. **Compliance with Laws.** The Licensee must comply with all applicable federal, state, and local laws, codes, ordinances, 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 federal, state, or local laws, rules, and regulations.

26. **Severance.** In the event that any part of this Agreement is found to be unenforceable by a 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.

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

28. **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,” “hereof,” “hereunder,” and “hereinafter” 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 of the subsections of such section, 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.

29. **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 Sections 1 through 35 of this Agreement, the provisions contained in Sections 1 through 35 shall prevail and be given effect.

30. **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, THE LICENSEE AND THE COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL**

IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION 30, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

31. **Prior Agreements.** This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

32. **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 A, B, C, and D** are incorporated into and made a part of this Agreement.

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

34. **Regulatory Capacity.** Notwithstanding the fact that the County is a political subdivision with certain regulatory authority, the County's performance under this Agreement is as a Party to this Agreement and in the capacity as owner of the County Property. In the event the 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 the County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to the County as a Party to this Agreement.

35. **Counterparts / Multiple Originals.** This Agreement may be executed in counterparts. Each executed counterpart will constitute an original document, and all of them, together, will constitute one and the same agreement. It shall not be necessary for every Party to sign each counterpart, but only that each Party shall sign at least one such counterpart.

[The Remainder of this Page is Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have made and executed this Revocable License Agreement on the respective dates under each signature: BROWARD COUNTY, signing by and through its County Administrator, authorized to execute same by Board action on the _____ day of _____, 20____ (Agenda Item # ____), and THE FLORIDA RESEARCH INSTITUTE FOR EQUINE NURTURING, DEVELOPMENT AND SAFETY, INC., signing by and through its duly authorized representative.

COUNTY

WITNESSES:

BROWARD COUNTY, by and through its County Administrator

Signature of Witness 1

By: _____
Bertha Henry

Print Name of Witness 1

_____ day of _____, 20____

Signature of Witness 2

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

Print Name of Witness 2

By: _____ (Date)
Irma Qureshi
Assistant County Attorney

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

IQ/mdw
License Agreement for F.R.I.E.N.D.S.doc
02/13/2019
#412003

REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND THE FLORIDA RESEARCH INSTITUTE FOR EQUINE NURTURING, DEVELOPMENT AND SAFETY, INC. FOR ACCESS AND USE OF COUNTY PROPERTY.

WITNESSES:

Signature of Witness 1

Print Name of Witness 1

Signature of Witness 2

Print Name of Witness 2

LICENSEE

The Florida Research Institute for Equine Nurturing, Development and Safety, Inc., a Florida not-for-profit corporation

By: _____
Printed Name: _____
Title: _____

_____ day of _____, 20____.

ACKNOWLEDGEMENT

STATE OF _____ }

COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ as _____ of The Florida Research Institute for Equine Nurturing, Development and Safety, Inc., a Florida not-for-profit corporation, [] who is personally known to me or [] who has produced _____ as identification.

Signature of Notary Public

Printed Name of Notary

My Commission Expires: _____
Commission Number: _____
(SEAL)

EXHIBIT A

County Property

Legal Description (of the whole 65.5 acres forming the County Property):

B.C.W. Plat, Plat Book 162, Page 22, Parcel A, of the Public Records of Broward County, Florida.

Property Appraiser's folio number:

5139-02-05-0010

Street Address:

19801 Sheridan Street, in the Broward Municipal Services District, Florida 33332

EXHIBIT B

Licensed Premises

DRAFT

EXHIBIT C

Existing Improvements

1. Barbed wire perimeter fence with large access gate. Fence posts have been recently reinforced with heavy weight tarter panels.
2. 60 open 12' x 12' stalls of wood construction with aluminum roofs, arranged in two rows of 25 stalls and one row of 10 stalls.
3. Interior fencing surrounding the stalls and the storage container area.
4. Two foot well for watering the animals.

DRAFT

EXHIBIT D

Insurance Requirements

DRAFT