

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into as of this 16th day of October, 2018, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CHILDREN'S BEREAVEMENT CENTER, INC.
(hereinafter referred to as "CBC, Inc."),
a Florida non-profit corporation
whose principal place of business is
7600 South Red Road Suite #307 South Miami, Florida 33143

WHEREAS, CBC, Inc. is a Florida non-profit corporation has qualified as a Section 501(c)(3) organization, and provides free Peer Support Groups for children, young adults, and adult caregivers following the loss of a loved one; and

WHEREAS, CBC, Inc. desires to partner with SBBC in offering bereavement peer support to students, staff, faculty, and the community, and SBBC has certain space available in one of its facilities; and

WHEREAS, CBC, Inc. desires to License space from SBBC at Heron Heights Elementary School, and in exchange for which CBC, Inc. is willing to pay SBBC for overhead expenses associated with CBC, Inc.'s use of space at the facility and to provide SBBC with bereavement support to those who have experienced a loss; and

WHEREAS, it could otherwise require SBBC to make an allocation of public funds to procure the services that CBC, Inc. proposes to provide in exchange for its use of SBBC's facilities.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of License Agreement.** Unless terminated earlier or extended pursuant to Sections 3.05 of this License Agreement, the term of this License Agreement shall commence on October 16, 2018 and conclude on October 15, 2020.

2.02 **Licensed Facilities.** SBBC grants a License to CBC, Inc., for the use of nine (9) classrooms and the cafeteria within the Heron Height Elementary School (hereafter referred to as "School") as shown on **Exhibit A** and attached hereto as "Licensed Facilities" in this License Agreement.

2.03 **Permitted Use of Licensed Facilities and Hours of Operation.** CBC, Inc. agrees to utilize the Licensed Facilities solely for providing bereavement support to benefit students enrolled in Broward County Public Schools, faculty, staff, and the surrounding community.

2.03.1 The Licensed Facilities shall be used by CBC, Inc. for the purpose described above, and for no other purpose without the prior written consent of SBBC, which consent may be granted or withheld in SBBC's sole discretion. Except as described herein, the Licensed Facilities may be used by CBC, Inc. from 6:30 p.m. to 9:30 p.m. on Mondays during such days and hours as the School is not open for SBBC's operations. CBC, Inc. will not be entitled to use the Licensed Facilities during any periods when the School is closed for reasons including, without limitation, federal holidays, school holidays, and periods when SBBC's administration is closed due to a four (4) - day work week. If necessary, CBC Inc. may request the use of the Licensed Facilities at times when SBBC's administration (hereafter referred to as "School principle or designee") is closed, but only upon written advance request to and prior approval by SBBC's site administrator for the School.

2.03.2 CBC, Inc. shall not do or permit to be done in or about the Licensed Facilities, nor bring or keep or permit to be brought or kept therein, anything which is prohibited by or will in any way conflict with any law, statute, School Board Policy, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated; or which is prohibited by any standard form of fire insurance policy or will in any way increase the existing rate of or affect any fire or other insurance upon the Building in which the Licensed facilities are situated or any of its contents, or cause a cancellation of any insurance policy covering said building or any part thereof or any of its contents.

2.03.3 CBC, Inc. shall not do or permit anything to be done in or about the Licensed Facilities which will in any way obstruct or interfere with the rights of other occupants of the School in which the Licensed Facilities are situated, or injure or annoy them or use or allow the Licensed Facilities to be used for any improper, immoral, unlawful or objectionable purpose (as determined by SBBC); nor shall CBC, Inc. cause, maintain, or permit any nuisance (as

determined by SBBC or by law) in or about the Licensed Facilities or commit or suffer to be committed any waste in, on, or about the Licensed Facilities.

2.03.4 CBC, Inc., at CBC, Inc.'s expense, shall comply with all laws, rules, orders, statutes, School Board Policies, ordinances, directions, regulations and requirements of all federal, state, county and municipal authorities pertaining to CBC Inc.'s use of the Licensed Facilities and with the recorded covenants, conditions and restrictions applicable to the building in which the Licensed Facilities are situated, regardless of when they become effective or applicable, including, without limitation, all applicable federal, state and local laws, regulations or ordinances pertaining to air and water quality, hazardous materials, waste disposal, air emissions and other environmental matters, all zoning and other land use matters, and the Americans with Disabilities Act of 1990 and Florida Americans With Disabilities Accessibility Implementation Act, as both may be amended from time to time (collectively "ADA") and with any direction of any public officer or officials which shall impose any duty upon SBBC or CBC, Inc. with respect to the use or occupation of the premises.

2.04 **Site Plan and Floor Plan:** The site plan of the Licensed Facilities is attached hereto as **Exhibit A**. The floor plan of the Licensed Facilities is attached hereto as **Exhibit B**, and delineates those areas that will exclusively be utilized respectively by the SBBC and CBC, Inc. **Exhibit B** also delineates the common areas that would be shared by SBBC and CBC Inc. The areas delineated in **Exhibit A** and **Exhibit B** including the common areas shall be utilized by CBC, Inc. as delineated herein.

2.05 **In-Kind Services.** In lieu of the payment of base rental fee for use of the Licensed Facilities, CBC, Inc. agrees to assign CBC, Inc. personnel to the Licensed Facilities to deliver CBC, Inc. services as stated in Section 2.03 of this License Agreement ("In Kind Services") during the term of this License Agreement. The base rental fee for the Licensed Facilities shall be based upon the cost to rent nine (9) classrooms and cafeteria space as called for in the Fee Schedule contained in School Board Policy 1341. Per School Board Policy 1341, the monthly base rental fee shall be \$2,400.00 per month. CBC, Inc. shall expend at least \$2,400.00 per month to hire and pay CBC, Inc. personnel who will be housed at the Licensed Facilities during the hours of operation specified herein and be assigned to deliver services at the School. Prior to the commencement of this License Agreement, CBC, Inc. shall provide documentation to the SBBC showing the amount that CBC, Inc. will fund through the term of the License Agreement for the provision of services and such sum must at least be equivalent to \$28,800.00 (the annual market value of the base rental fee for the Licensed Facilities). The base rental fee cited herein shall increase annually by three percent (3%). If the amount shown in the document is lower than the base rent due, CBC, Inc. shall take corrective action to make up the difference prior to commencement of the term of the License Agreement. Thereafter, CBC, Inc. shall annually provide said documentation to the Superintendent or designee (Director, Facility Planning & Real Estate Department) within ninety (90) days after the beginning of each school year for Broward County Public Schools. CBC, Inc. agrees that if the corrective action stated herein is not taken, it shall pay SBBC the difference between the annual amounts expended at the Licensed facilities for In-Kind Services and the annual market value of the base rental fee for the Licensed Facilities

within thirty (30) days of demand for payment. CBC, Inc. agrees that this License Agreement shall immediately terminate if such payment is not timely made and that CBC, Inc. will immediately vacate the Licensed Facilities no later than thirty (30) days thereafter.

2.06 **Operating Expenses.** The operational cost paid regarding use of the Licensed facilities shall be based upon the historical operating expense of the School. Operational costs in the amount of \$343.31 per year (or \$28.61 per month) will be paid by CBC, Inc. to SBBC and such operational costs are based upon the prior three (3) years of operational expenses of the School. All payments of the operational costs will be made and paid on the first day of each calendar month by CBC, Inc. to SBBC via the Facility Planning and Real Estate at the address noted in Section 2.37. The operational costs will be paid by CBC, Inc. in twelve (12) equal monthly payments and the payments will be reconciled annually against the actual costs incurred by SBBC for operating the Premises during the past twelve (12) months. Any applicable credits due to the CBC, Inc. will be applied to the following month(s) operating cost payment(s), and payments made by CBC, Inc. during the past twelve (12) months to SBBC if below the actual costs incurred by SBBC for operating the School during the past twelve (12) months will be paid to SBBC within 30 days upon receipt of invoicing from SBBC regarding the same. The operational costs cited herein shall increase annually by three percent (3%). Any applicable debits due will be applied to the following month(s) operating cost payment(s). SBBC will make every effort to provide CBC, Inc. with any forecasts or advance notice of changes to operating costs which could significantly impact the payments required by CBC, Inc.

2.07 **Relocation of Licensed Facilities.** If upon expiration of this License Agreement CBC, Inc. elects to renew this License Agreement and continue leasing space in an SBBC owned facility, CBC, Inc. agrees the SBBC at SBBC's sole discretion may relocate CBC, Inc. to another comparable location within the School District. In such event, CBC, Inc. shall bear all costs of moving its property from one location to another.

2.08 **Utilities.** During the term of this License Agreement as described in Section 2.01, SBBC shall provide water, electrical, telephone outlet, general lighting, air conditioning and heating by means of appliances and fixtures installed for ordinary purposes to service the Licensed Facilities. SBBC shall not be obligated to furnish or install any appliances or fixtures not installed at the Licensed Facilities at the time of execution of this License Agreement or to furnish or install any appliances or fixtures contemplated by CBC, Inc. for any special uses. SBBC shall not be responsible or chargeable for any interruptions, delays or failures in furnishing any such utilities due to causes beyond SBBC's control. CBC, Inc. will be permitted access to and use of SBBC's internet service only in the event that such access is permitted by SBBC's applicable contract or license for such service. If access is not permitted by SBBC's applicable contract or license, CBC, Inc. shall be required to obtain such services at CBC, Inc.'s sole expense.

2.09 **Heating, Air Conditioning, and Lighting.** Heating and air conditioning maintenance services and repairs shall be the responsibility of the SBBC. In the event that the equipment is no longer serviceable, SBBC shall be responsible for the cost of replacement equipment for the demised premises. Heating and air conditioning services shall be provided for

the days and times as indicated in Section 2.03 herein. SBBC agrees to maintain the light fixtures installed in the Licensed Facilities for the use of CBC, Inc. during the term of this License Agreement.

2.10 **Office Equipment and Supplies.** CBC, Inc. agrees to provide all office equipment, telephones, computers, copiers, facsimile machines and office supplies necessary for CBC, Inc. personnel to conduct CBC, Inc.'s business at the school during the term of this License Agreement.

2.11 **Office Furniture & Furnishings.** Inclusive of those items described in Section 2.10, CBC, Inc. shall provide office furniture and furnishings for the Licensed Facilities during the term of this License Agreement.

2.12 **CBC, Inc. Personnel.** CBC, Inc. shall hire and pay for all CBC, Inc. personnel as CBC, Inc. employees and independent contractors. The parties agree that CBC, Inc. personnel are not employees of SBBC and that SBBC shall have no obligation to provide salary, wages, benefits or workers compensation for such persons. However, CBC, Inc. agrees that, as appropriate, all CBC, Inc. employees shall follow all applicable SBBC policies and procedures.

2.13 **SBBC Disclosure of Education Records.** Although no student education records shall be disclosed pursuant to this Agreement, should CBC, Inc. come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws.

2.14 **CBC, Inc. Confidentiality of Education Records.** Notwithstanding any provision to the contrary within this License Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

2.15 **Renewal Option.** CBC, Inc. may elect to renew this License Agreement for an additional three (3) year term prior to its expiration, and if CBC, Inc. elects to do so, the terms and conditions applicable to the renewal term shall be the same as those stated elsewhere in this

License Agreement. To this end, CBC, Inc. shall provide SBBC with written notice of its intent to exercise this Renewal Option at least one hundred and eighty (180) days prior to the end of the term of the License Agreement and such renewal shall be subject to SBBC approval. During the renewal term, CBC, Inc. shall provide SBBC the In-Kind Services described in Section 2.05 and shall pay SBBC operating expenses in the manner described in Section 2.06.

2.16 Payment of Taxes. The parties agree that this License Agreement shall not be effective until such time as an Ad Valorem Tax Exemption Application and Return submitted by CBC, Inc. for use of the Licensed Facilities has been approved by the Broward County Property Appraiser. CBC, Inc. shall bear all costs associated with the submittal of the Ad Valorem Tax Exemption Application and Return. If the Licensed Facilities is made subject to *ad valorem* taxes or any other type of taxes as a result of CBC, Inc.'s use of the property, CBC, Inc. shall reimburse SBBC for any such taxes within thirty (30) calendar days of CBC, Inc.'s receipt of a demand for reimbursement from SBBC. The Broward County Property Appraiser's denial of an Ad Valorem Tax Application and Return for of CBC, Inc.'s use of the Licensed Facilities shall constitute cause for the immediate termination of this License Agreement and CBC, Inc. shall immediately vacate the Licensed Facilities no later than twenty-four (24) hours thereafter. In addition, CBC, Inc. shall pay and be liable for all rental, occupancy, sales and use taxes or other similar taxes, if any, levied or imposed by any city, state, county or other governmental body having authority, in connection with this License Agreement and/or any payments due by CBC, Inc. to SBBC pursuant to this License Agreement, such payments to be in addition to all other payments required to be paid to SBBC by CBC, Inc. under the terms of this License Agreement. Any such payment shall be paid concurrently with the payment of other sums payable by CBC, Inc. to SBBC under this License Agreement.

2.17 Asbestos and Radon Gas. SBBC hereby represents that the property described herein is free from friable asbestos as defined in the Asbestos Hazard Emergency Response Act (AHERA), 40 CRF Part 763, Asbestos Materials in Schools, October 30, 1987, and the current Florida State Requirements for Educational Facilities (SREF), whichever is more stringent. SBBC notifies CBC, Inc. as follows: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks 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 your county public health unit."

2.18 Sublicense. CBC, Inc. acknowledges that CBC, Inc.'s obligations and duties under this License Agreement are unique and not subject to being adequately performed by any other party. As such, CBC, Inc. agrees that it shall not assign or sublicense the Licensed Facilities described in this License Agreement, assign its interests or rights existing under this License Agreement, or use said Licensed Facilities or any part thereof, for any purpose other than set out in the License Agreement.

2.19 Maintenance Repairs. The SBBC shall maintain and keep in good repair the interior and exterior of the Licensed Facilities during the term of this License Agreement and shall

be responsible for the replacement of all windows, doors and ancillary fixtures broken and damaged at the demised premises, except if such breakage or damage is caused to the exterior of the demised premises by the CBC, Inc., its officers, agents or employees. No services or maintenance shall be provided except as otherwise stated in this License Agreement. CBC, Inc. will not injure the Licensed Facilities or the Building in which they are situated but will maintain the Licensed Facilities in a clean, attractive condition and in good repair. Upon termination of this License Agreement, CBC, Inc. will surrender and deliver the Licensed Facilities to SBBC free of its personal property and in broom clean condition, and in the same condition in which it existed prior to CBC, Inc.'s occupancy of the Licensed Facilities, excepting only ordinary wear and tear and damage from Casualty as set forth in Section 2.54 hereof or from a governmental taking, as set forth in Section 2.52 hereof.

2.20 **Special Services.** Except for any services that are expressly to be provided by SBBC under this License Agreement, it shall be CBC, Inc.'s responsibility to arrange and pay for any and all services not stated herein required for CBC, Inc.'s intended use of the Licensed Facilities.

2.21 **Fire Legal Liability Damage to Rented Premises.** CBC, Inc. shall maintain Fire Legal Liability damage to rented premises with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence/aggregate.

2.22 **Automobile Liability Insurance.** CBC, Inc. shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence Combined Single Limit for Bodily Injury and Property Damage.

2.23 **Liability Insurance.** CBC, Inc. shall maintain liability and property damage insurance in full force and effect during the term of this License Agreement with respect to injury, death or damage occurring at the Licensed Facilities or arising out of actions of CBC, Inc., its agents servants, employees or invitees upon the Licensed Facilities or otherwise arising out of any act or occurrence at the Licensed Facilities and add the SBBC as an added insured. Said insurance shall be in an amount of at least One Million Dollars (\$1,000,000) combined single limit per occurrence. The policies for the foregoing insurance shall name SBBC and such other parties as SBBC may designate as additional insured's. At least one week prior to the first day of the initial term or any Renewal Term of the License Agreement, CBC, Inc. shall furnish a certificate of insurance evidencing that such insurance is in effect. The certificate of insurance shall be furnished to the School District's Director of Risk Management. Should any of the above described policies be canceled before the expiration date thereof, the issuing insurer shall mail a 30 days written notice of cancellation to the certificate holder. Failure to do so shall impose no obligation or liability of any kind upon SBBC, its agents or representative.

2.23.1 CBC, Inc. shall not conduct or permit to be conducted any activity, or place any equipment, materials or other items in, on or about the Licensed Facilities, which will in any way increase the rate of SBBC's fire or liability or casualty insurance on Licensed Facilities. Should CBC, Inc. fail to comply with the foregoing covenant on its part to be performed, CBC, Inc. shall

reimburse SBBC for such increased amount. This be considered additional operating expenses payable to SBBC.

2.23.2 All insurance policies required to be obtained and maintained under this License Agreement shall be with a company or companies licensed to issue the relevant insurance, licensed to do business in the State of Florida, and reasonably acceptable to SBBC. Such insurance company or companies shall each have a policyholder's rating of no less than "A" by AM Best or Aa3 by Moody's Investor Service. No policy shall be cancelable or subject to reduction of coverage. Prior to occupancy, SBBC shall receive written evidence of insurance coverage. CBC, Inc. agrees not to violate knowingly or permit to be violated any of the conditions or provisions of the insurance policies required to be furnished hereunder, and agrees to promptly notify SBBC of any fire or other casualty. If CBC, Inc. fails to procure and maintain insurance as required hereunder, SBBC may do so, and CBC, Inc. shall, as additional operating expenses, reimburse SBBC for all monies expended by SBBC to procure and maintain such insurance.

2.24 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.25 **SBBC Liability.** SBBC shall not be responsible for any damage, accident, injury or death to CBC, Inc. or CBC, Inc.'s property or to CBC, Inc.'s agents, servants, employees or invitees or to their property from any cause whatsoever while such persons or property are located upon SBBC's property either prior to, during or subsequent to the period for which CBC, Inc. has been permitted use of the Licensed Facilities.

2.26 **Licenses and Permits.** CBC, Inc. agrees to obtain at its sole expense any permits, licenses or additional authorizations required by law or ordinance for CBC, Inc.'s use of the Licensed Facilities.

2.27 **Condition and Inspection of Licensed Facilities.** CBC, Inc. agrees to accept the Licensed Facilities in **AS-IS** condition at the time this License Agreement is executed. CBC, Inc. may not remove or relocate any of SBBC's property, appliances or fixtures located upon the Licensed Facilities without the prior written approval of SBBC's site administrator of The School. If such approval is granted, CBC, Inc. shall bear all costs of such removal and location and of restoring such property, appliances or fixtures to its original condition or location as directed by the site administrator upon the termination of this License Agreement. Under no circumstances shall CBC, Inc. remove SBBC's equipment, furnishings or other property from the Licensed Facilities.

2.28 **SBBC's Access to the Licensed Facilities.** SBBC or its authorized agent or agents shall have the right to enter upon the Licensed Facilities at all reasonable times for the purposes

of inspecting the same, preventing waste, making such repairs as SBBC may require, or to perform maintenance services.

2.29 **Parking Areas.** SBBC shall keep and maintain the parking areas located within the Licensed Facilities in good condition. SBBC reserves the right to control the method, manner and time of parking in the parking areas. CBC, Inc. personnel, assigned to work in the Licensed Facilities shall upon the effective date of this License Agreement and/or occupation of the Licensed Facilities by CBC, Inc., have the right to use the parking areas as shown in **Exhibit A**. SBBC reserves the right, at any time, at its sole discretion, to designate specific parking spaces in the parking area for usage by SBBC employees. Any CBC, Inc. staff found to be parking improperly in such designated parking spaces shall have their parking privileges revoked and their vehicles will be subject to towing at the sole expense of the vehicles' owners. For the purposes of this Agreement a vehicle shall be defined as a (car, pick-up truck, SUV and/or motorcycle). CBC, Inc. acknowledges that use of the parking area cannot be guaranteed at times other than the operating hours identified in Section 2.03.

2.30 **Deliveries.** CBC, Inc. agrees to be responsible for the arrangement and payment for the deliveries to the Licensed Facilities of any equipment, property, scenery, goods or other material necessary for CBC, Inc.'s use of the Licensed Facilities.

2.31 **CBC, Inc.'s Property.** CBC, Inc. agrees to remove all of its property and that of its personnel from the Licensed Facilities within twenty-four (24) hours after the conclusion or termination of CBC, Inc.'s permitted use of the Licensed Facilities. CBC, Inc. agrees that any property left by it at the Licensed Facilities more than 24 hours beyond the period permitted under this License Agreement shall be left at CBC, Inc.'s peril, shall be considered abandoned, and may be disposed of at the sole discretion of SBBC's site administrator without any recourse by CBC, Inc. It is agreed that no bailor/bailee relationship shall be construed to exist between SBBC and CBC, Inc. with regard to any property left by CBC, Inc. at the Licensed Facilities at times other than the period permitted under this License Agreement.

2.32 **Hazardous Materials.** CBC, Inc. shall not cause or permit any Hazardous Material (as hereinafter defined) to be brought upon, kept or used in or about the Licensed Facilities by CBC, Inc., its agents, principals, employees, contractors, consultants or invitees without the prior written consent of the SBBC's Center administrator, which consent may be withheld for any reason whatsoever or for no reason at all. If CBC, Inc. breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material upon the Licensed Facilities caused or permitted by CBC, Inc. (or the aforesaid others) results in (a) any contamination of the Licensed Facilities, the surrounding area(s), the soil or surface or ground water or (b) loss or damage to person(s) or property, or if contamination of the Licensed Facilities or the surrounding area(s) by Hazardous Material otherwise occurs for which CBC, Inc. is legally, actually or factually liable or responsible to SBBC (or any party claiming, by through or under SBBC) for damages, losses, costs or expenses resulting therefrom, then CBC, Inc. shall be solely responsible for all costs, expenses and amounts required to remediate, clean up and correct such matter and CBC, Inc. shall further fully and completely indemnify, defend and hold harmless SBBC (or any party claiming by,

through or under SBBC) from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses [including, without limitation: (i) diminution in the value of the Licensed Facilities and/or the land on which the Licensed Facilities are located and/or any adjoining area(s) which SBBC owns or in which it holds a property interest; (ii) damages for the loss or restriction on use of rentable or usable space of any amenity of the Licensed Facilities or the land on which the Licensed Facilities are located; (iii) damages arising from any adverse impact on marketing of space; and (iv) any sums paid in settlement of claims, reasonable attorneys and paralegals' fees, (whether incurred in court, out of court, on appeal or in bankruptcy or administrative proceedings) consultants fees and expert fees] which arise during or after the term of this License Agreement or any renewal thereof, as a consequence of such contamination. This indemnification of SBBC by CBC, Inc. includes, without limitation, costs incurred in connection with any investigation or site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Licensed Facilities.

2.32.1 Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Licensed Facilities or the surrounding area(s) caused or permitted by CBC, Inc. (or the aforesaid others) results in (a) any contamination of the Licensed Facilities, the surrounding area(s), the soil or surface or ground water or (b) loss or damage to person(s) or property, then CBC, Inc. shall immediately notify SBBC of any contamination, claim of contamination, loss or damage and, after consultation and approval by SBBC, take all actions at CBC, Inc.'s sole expense as are necessary or appropriate to return the Licensed Facilities, the surrounding area(s) and the soil or surface or ground water to the condition existing prior to the introduction of any such Hazardous Material thereto, such that the contaminated areas are brought into full compliance with all applicable statutory regulations and standards. The foregoing obligations and responsibilities of CBC, Inc. shall survive the expiration or earlier termination of this License.

2.32.2 As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law. "Hazardous Material" includes any and all material or substances which are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to local, state or federal governmental law. "Hazardous substance" includes, but is not restricted to, asbestos, polychlorobiphenyls ("PCB's"), petroleum, any and all material or substances which are classified as "biohazardous" or "biological waste" (as such terms are defined by Florida Administrative Code ("F.A.C.") Chapter 17-712, as amended from time to time), and extremely "hazardous waste" or "hazardous substance" pursuant to federal, state or local governmental law.

2.32.3 SBBC and its agents shall have the right, but not the duty, to inspect the Licensed Facilities at any time to determine whether CBC, Inc. is complying with the terms of this

License Agreement. If CBC, Inc. is not in compliance with this License Agreement, SBBC shall have the right to immediately enter upon the Licensed Facilities to remedy at CBC, Inc.'s expense any contamination caused by CBC, Inc.'s failure to comply, notwithstanding any other provision of this License Agreement. SBBC shall use its best efforts to minimize interference with CBC, Inc.'s operations, but shall not be liable for any interference caused thereby.

2.32.4 Any non-compliance by CBC, Inc. with its duties, responsibilities and obligations under this Section shall constitute a default of this License Agreement, no notice of any nature from SBBC to CBC, Inc. being required.

2.33 **Adult Products; Smoking.** CBC, Inc. shall not bring, keep or possess any adult products, intoxicating beverages, drugs, narcotics or gambling devices upon SBBC property or permit others to do so. In accordance with state law and School Board Policy 1120, smoking will not be permitted upon SBBC property under any circumstances.

2.34 **Removal of Persons.** SBBC reserves the right, through its representatives, to eject any objectionable person or persons from SBBC property including, without limitation, the Licensed Facilities, and in the event of the exercise of this authority by SBBC through its representatives, agents or through law enforcement personnel, CBC, Inc. hereby waives any right and all claims for damages against SBBC or any of its representatives or agents.

2.35 **Background Screening.** CBC, Inc. has performed appropriate background checks on all CBC, Inc. employees, independent contractors and volunteers. All children under the age of 18 who attend CBC, Inc. Support Groups must be accompanied by a parent or legal guardian.

2.36 **Liability.** This section shall survive the termination of all performance or obligations under this License Agreement and shall be fully binding until such time as any proceeding brought on account of this License Agreement is barred by any applicable statute of limitations.

a. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

b. By CBC, Inc.: CBC, Inc. agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by CBC, Inc., its agents, servants or employees; the equipment of CBC, Inc., its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of CBC, Inc. or the negligence of CBC, Inc.'s agents

when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by CBC, Inc., SBBC or otherwise.

2.37 **Notice.** When any of the parties' desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director, Facility Planning and Real Estate Department
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

To CBC, Inc.: Chira Cassel, Chief Executive Officer (CEO)
Children's Bereavement Center, Inc.
7600 South Red Road
South Miami, FL 33143

With a Copy to: Officer/Director
Children's Bereavement Center, Inc.
7600 South Red Road
South Miami, FL 33143

2.38 **Inspection of CBC, Inc.'s Records by SBBC.** CBC, Inc. shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this License Agreement. All CBC, Inc.'s Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this License Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by CBC, Inc. or any of CBC, Inc.'s payees pursuant to this License Agreement. CBC, Inc.'s Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. CBC, Inc.'s Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

2.38.1 CBC, Inc.'s Records Defined. For the purposes of this License Agreement, the term "CBC, Inc.'s Records" shall include, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this License Agreement.

2.38.2 Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to CBC, Inc.'s Records from the effective date of this License Agreement, for the duration of the term of this License Agreement, and until the later of five (5) years after the termination of this License Agreement or five (5) years after the date of final payment by SBBC to CBC, Inc. pursuant to this License Agreement.

2.38.3 Notice of Inspection. SBBC's agent or its authorized representative shall provide CBC, Inc. reasonable advance notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation and or reproduction.

2.38.4 Audit Site Conditions. SBBC's agent or its authorized representative shall have access to CBC, Inc.'s facilities and to any and all records related to this License Agreement and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

2.38.5 Failure to Permit Inspection. Failure by CBC, Inc. to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this License Agreement by SBBC for cause and shall be grounds for the denial of some or all of any CBC, Inc.'s claims for payment by SBBC.

2.38.6 Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by CBC, Inc. in excess of two percent (2%) of the total billings under this License Agreement, the actual cost of SBBC's audit shall be paid by CBC, Inc. If the audit discloses billings or charges to which CBC, Inc. is not contractually entitled, CBC, Inc. shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

2.38.7 Inspection of Subcontractor's Records. CBC, Inc. shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this License Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by CBC, Inc. to include such requirements in any subcontract shall constitute grounds for

termination of this License Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to CBC, Inc. pursuant to this License Agreement and such excluded costs shall become the liability of CBC, Inc.

2.38.8 Inspector General Audits. CBC, Inc. shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.39 Waivers by CBC, Inc. CBC, Inc. shall not interpose any noncompulsory counterclaim of whatever nature or description in any such proceedings, the intent of this provision being that CBC, Inc. shall not be prohibited from pursuing a claim against SBBC in an independent suit or proceeding. In the event CBC, Inc. must, because of applicable court rules, interpose any counterclaim or other claim against SBBC in SBBC's proceedings, SBBC and CBC, Inc. covenant and agree that, in addition to any other lawful remedy of SBBC, upon motion of SBBC, such counterclaim or other claim asserted by CBC, Inc. shall be severed out of the proceedings instituted by SBBC (and, if necessary, transferred to a court of appropriate jurisdictional limits), and the proceedings instituted by SBBC may proceed to final judgment separately and apart from and without consolidation with or reference to the status of each counterclaim or any other claim asserted by SBBC. In addition, CBC, Inc. expressly waives all of the following: (a) the requirement under Chapter 83.12 of the Florida Statutes that the plaintiff in his distress for rent action file a bond payable to the tenant in at least double the sum demanded by the plaintiff, it being understood that no bond shall be required in any such action; and (b) the right of CBC, Inc. under Chapter 83.14 of the Florida Statutes to replevy distrained property.

2.40 Waiver of Jury Trial. The parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of, or in any way connected with, this License Agreement, the relationship of landlord and tenant, CBC, Inc.'s use or occupancy of the Licensed Facilities, and/or claim or injury or damage.

2.41 Recording. This License Agreement shall not be recorded without SBBC's prior written consent, and any recording hereof, or attempt to do so, by CBC, Inc. shall constitute a default under this License Agreement, no curative notice to CBC, Inc. from SBBC being required.

2.42 Limitation of SBBC's Liability upon Transfer. In the event of transfer and assignment by SBBC of its interest in this License Agreement and/or sale of the Licensed Facilities, SBBC shall thereby be released from any further obligations hereunder, accruing from and after the date of such transfer, and CBC, Inc. agrees to look solely to such successor in interest of SBBC for performance of such obligations.

2.43 SBBC's Default. SBBC shall in no event be charged with default in the performance of any of its obligations under this License Agreement unless and until SBBC shall have failed to perform such obligations within thirty (30) days (or within such additional time as is reasonably

required to remedy any such default) after written notice to SBBC by CBC, Inc. properly specifying and detailing the particulars of wherein and whereby CBC, Inc. claims SBBC has failed to perform such obligations. No default by SBBC under this License Agreement shall give CBC, Inc. the right to terminate this License Agreement or withhold or otherwise abate any sums payable or services deliverable to SBBC by CBC, Inc. under this License Agreement.

2.44 CBC, Inc.'s Default.

2.43.1 CBC, Inc. shall be in default of its obligations hereunder in the event that any of the following occurs:

2.44.1.1 CBC, Inc.'s failure to pay any other sums payable hereunder for a period of three (3) days after written notice by SBBC;

2.44.1.2 CBC, Inc.'s failure to observe, keep or perform any of the other terms, covenants, agreements or conditions of this License Agreement or in applicable School Board Policies for a period of ten (10) days after written notice by SBBC;

2.44.1.3 The bankruptcy of CBC, Inc.;

2.44.1.4 CBC, Inc. making an assignment for the benefit of creditors;

2.44.1.5 A receiver or trustee being appointed for CBC, Inc. or a substantial portion of CBC, Inc.'s assets;

2.44.1.6 Voluntary petitioning by CBC, Inc. for relief under, or otherwise seeking the benefit of, any bankruptcy, reorganization, arrangement or insolvency law;

2.44.1.7 CBC, Inc.'s deserting, vacating or abandoning any substantial portion of the Licensed Facilities or attempting to mortgage or pledge or otherwise encumber in any way its interest hereunder;

2.44.1.8 CBC, Inc.'s interest under this License Agreement being sold under execution or other legal process;

2.44.1.9 CBC, Inc.'s interest under this License Agreement being modified or altered by an unauthorized assignment or subletting or by operation of law;

2.44.1.10 Any of the goods or chattels of CBC, Inc. used in, or incident to, the CBC, Inc.'s operations upon the Licensed Facilities being seized, sequestered, or impounded by virtue of, or under authority of, any legal proceeding;

2.44.1.11 CBC, Inc.'s failure to pay timely any other sums payable hereunder when due for two (2) consecutive months or for a total of four (4) months in any term or Renewal Term, no notice whatsoever to be due CBC, Inc. from SBBC; or

2.44.1.12 CBC, Inc.'s failure to operate as continuously during normal operating hours upon the Licensed Facilities in a fully staffed, fully equipped manner and/or as contemplated as per Section 2.03 of this License Agreement; or

2.44.2 In the event of any of the foregoing happenings, SBBC, at its election, may declare this License Agreement to be terminated, ended and null and void, and re-enter upon and take possession of the Licensed Facilities whereupon all right, title and interest of CBC, Inc. in the School shall end and CBC, Inc. shall immediately vacate the Licensed Facilities no later than twenty-four (24) hours thereafter. The exercise by SBBC of this right shall not be deemed to preclude the exercise of any others herein listed or otherwise provided by statute or general law at the same time or in subsequent times or actions:

2.44.3 No re-entry or retaking possession of the Licensed Facilities by SBBC shall be construed as an election on its part to terminate this License Agreement, unless a written notice of such intention be given to CBC, Inc., nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any monies due to SBBC hereunder or of any damages accruing to SBBC by reason of the violations of any of the terms, provisions, and covenants herein contained. SBBC's acceptance of any monies following any event of default hereunder shall not be construed as SBBC's waiver of such event of default. No forbearance by SBBC of action upon any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions, and covenants herein contained. Forbearance by SBBC to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of any other violation or default. Legal actions to recover for loss or damage that SBBC may suffer by reason of termination of this License Agreement or the deficiency from any reletting as provided for above shall include the expense of repossession or reletting and any repairs or remodeling undertaken by SBBC following repossession.

2.45 **Brokerage Commission.** CBC, Inc. warrants that there are no claims for broker's commissions or finder's fees in connection with its execution of this License Agreement and CBC, Inc. agrees to indemnify and save SBBC harmless from any liability that may arise from the claims of any brokers or real estate agents, including reasonable attorneys' and paralegals' fees (whether incurred in court, out of court, on appeal or in bankruptcy or administrative proceedings).

2.46 **Corporate Status.** Each person executing this License Agreement on behalf of CBC, Inc. hereby warrants and certifies to SBBC that CBC, Inc. is a corporation in good standing, is authorized to do business in the State of Florida and has full right and authority to enter into this License Agreement. The undersigned officer of CBC, Inc. hereby further warrants and certifies to SBBC that he or she, as such officer, is authorized and empowered to bind the corporation to the terms of this License Agreement by his or her signature thereto. In the event any of such warranties or certifications shall prove to be false at any time hereafter, all persons who execute this License Agreement shall be liable, individually, and jointly and severally. If CBC, Inc. is a corporation, limited liability company, partnership, limited partnership or other artificial

entity (other than one whose shares are regularly and publicly traded on a recognized stock exchange), any change in the ownership of and/or power to vote the majority of the outstanding capital stock of or the power to control the actions, policies or business operations of CBC, Inc., whether such change of ownership is by sale, assignment, bequest, inheritance, merger, dissolution, operation of law or otherwise, without the prior written consent of SBBC shall constitute a default of this License Agreement. CBC, Inc. shall have an affirmative obligation to notify immediately SBBC of any such change.

2.47 **Absence of Option.** SBBC has delivered a copy of this License Agreement to CBC, Inc. for CBC, Inc.'s review only and the delivery hereof does not constitute an offer to CBC, Inc. or an option to License or a reservation of or option for the Licensed Facilities, and this License Agreement shall become effective only when a copy executed by both SBBC and CBC, Inc. is delivered to and accepted by SBBC.

2.48 **Operating Expenses a Separate Covenant.** CBC, Inc. shall not for any reason withhold or reduce CBC, Inc.'s required payments of operating expenses and other charges provided in this License Agreement, it being expressly understood and agreed by the parties that such payment is a contractual covenant by CBC, Inc. that is independent of the other covenants of the parties hereunder.

2.49 **Occupancy After Expiration of Term or Termination.** The failure of CBC, Inc. to surrender the Licensed Facilities on the date provided herein for the expiration of any term of this License Agreement, or at the time the License Agreement may be terminated otherwise by SBBC, and the subsequent occupancy by CBC, Inc., with or without the consent of SBBC; CBC, Inc. shall for the duration of such occupancy, pay double the sums payable at the expiration of this License Agreement. This provision does not give CBC, Inc. any right to occupy after the expiration of any term of this License Agreement, and SBBC's acceptance of any payments following the expiration of this License Agreement shall not be deemed to be a renewal of the term of the License Agreement, either by operation of law or otherwise.

2.50 **Construction Liens.**

2.50.1 CBC, Inc. is prohibited from making, and agrees not to make, alterations upon the Licensed Facilities, except as permitted by Section 2.26, and CBC, Inc. will not permit any construction lien or liens to be placed upon the Licensed Facilities or improvements thereon during the term hereof or any renewal term thereafter, caused by or resulting from any work performed, materials furnished or obligation incurred by or at the request of CBC, Inc., and in the case of the filing of any such lien CBC, Inc. will promptly pay the same. If CBC, Inc. has not satisfied such lien or transferred it to bond within ten (10) days after written notice from SBBC to CBC, Inc., SBBC shall have the right and privilege, solely at SBBC's option, of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses, interest, and reasonable attorneys' and paralegals' fees (whether incurred in court, out of court, on appeal or in bankruptcy or administrative proceedings), shall be considered additional operating expenses hereunder due from CBC, Inc. to SBBC and shall be repaid to SBBC immediately on rendition of a bill therefor, together with interest per annum at the maximum

rate permitted by law until repaid, and if not so paid within ten (10) days of the rendition of such bill shall constitute a default under Section 2.44 hereof.

2.50.2 SBBC's interest in the Licensed Facilities shall not be subject to liens for improvements made by CBC, Inc. CBC, Inc. shall notify every contractor making such improvements of the provision set forth in the preceding sentence. The parties agree, should SBBC so request, to execute, acknowledge and deliver, without charge to the other, a Short Form License in recordable form in accordance with Chapter 713, Florida Statutes, containing a confirmation that the interest of SBBC shall not be subject to liens for improvements made by CBC, Inc. to the Licensed Facilities.

2.51 **Signs and Advertising.** CBC, Inc. shall not permit the painting or display of any signs, placard, lettering, or advertising material of any kind on or near the exterior of the Licensed Facilities. Notwithstanding the foregoing, CBC, Inc. may, with the prior approval of SBBC's site administrator, display CBC, Inc.'s name on or near the portion of the School utilized by CBC, Inc. under this License Agreement, in a manner prescribed by SBBC's site administrator.

2.52 **Eminent Domain.** If the whole or a portion of the Licensed Facilities shall be taken for any public or quasi-public use under any statute or by right of eminent domain or private purchase in lieu thereof, then at SBBC's option, but not otherwise, the term hereby demised and all rights of CBC, Inc. hereunder shall immediately cease and terminate and the sums payable by CBC, Inc. under this License Agreement shall be adjusted as of the date of such termination. CBC, Inc. shall be entitled to no part of the award made for such condemnation (or other taking). Anything to the contrary notwithstanding, if the Licensed Facilities are unaffected by such condemnation (or other taking), then at SBBC's sole option this License Agreement and each and every one of its provisions shall continue in full force and effect. Nothing in this Section shall be construed as prohibiting CBC, Inc. from making an independent claim against the taking authority for CBC, Inc.'s loss, as long as such claim does not in any way decrease, limit or otherwise adversely affect SBBC's claim.

2.53 **School Board Policies.** CBC, Inc. shall faithfully observe and comply with the School Board Policies in effect during the term of this License Agreement or any Renewal Term. SBBC shall have the right to unilaterally enact additional Policies without the consent of CBC, Inc., and the same shall be effective from the date CBC, Inc. receives notice thereof. CBC, Inc. shall acquire no vested rights as to its use of the Licensed Facilities as relates to School Board Policies, and all modifications or additions to or deletions from the School Board Policies shall take effect immediately upon notice of the same by SBBC to CBC, Inc., regardless of any past use or practice by CBC, Inc. upon the Licensed Facilities. SBBC shall not be responsible to CBC, Inc. for the nonperformance of any said School Board Policies by any other occupant or user of the building within which the Licensed Facilities are situated. CBC, Inc. shall and does hereby have an affirmative obligation to notify its agents, employees, principals, assigns, subtenants and invitees of the contents of such School Board Policies and of this License Agreement and to assure their compliance therewith, and CBC, Inc.'s indemnification to SBBC under Section 2.36 hereof includes, without limitation, CBC, Inc.'s indemnity to SBBC for any claims, losses or damages

resulting from CBC, Inc.'s breach or the breach by its agents, employees, principals, assigns, subtenants and invitees of the School Board Policies.

2.54 Damage by Fire or the Elements.

2.54.1 In the event that the Licensed Facilities should be totally destroyed by fire, hurricane, tornado or other casualty, or in the event the Licensed Facilities should be so damaged that rebuilding or repairs cannot be completed within two hundred seventy (270) days after the date of such damage, either SBBC or CBC, Inc. may, at its option, by written notice to the other given not more than thirty (30) days after the date of such fire or other casualty, terminate this License Agreement. In such event, the sums payable under this License Agreement shall be abated during the unexpired portion of this License Agreement effective with the date of such fire or other casualty.

2.54.2 In the event the Licensed Facilities should be damaged by fire, hurricane, tornado, or other casualty covered by SBBC's insurance but only to such extent that rebuilding or repairs can be completed within two hundred seventy (270) days after the date of such damage, or if the damage should be more serious but neither SBBC nor CBC, Inc. elects to terminate this License Agreement, then SBBC shall, within thirty (30) days after the date of such damage or such election, commence to rebuild or repair the Licensed Facilities and shall proceed with reasonable diligence to restore the Licensed Facilities to substantially the same condition in which they were immediately prior to the happening of the casualty, except that SBBC shall not be required to rebuild, repair or replace any part of the furniture, equipment, fixtures and other improvements which may have been placed by CBC, Inc. within the Licensed Facilities. CBC, Inc. shall, unless such damage is the result of the negligence or willful misconduct of CBC, Inc. or CBC, Inc.'s employees, agents, principals, contractors, consultants, assigns, subtenants or invitees, allow CBC, Inc. a fair diminution of any sums payable to SBBC under this License Agreement during the time of such rebuilding or repairs. SBBC shall have no obligation to utilize insurance proceeds to rebuild the Licensed Facilities and this License Agreement shall terminate upon notice to CBC, Inc. Any insurance which may be carried by SBBC or CBC, Inc. against loss or damage to the Licensed Facilities shall be for the sole benefit of the party carrying such insurance and under its sole control.

2.55 Security of Licensed Facilities. Upon the effectiveness of this License Agreement, and prior to CBC, Inc. gaining access to the Licensed Facilities, CBC, Inc. shall be solely responsible for any security necessary for any events and/or activities that CBC, Inc. permits upon the Licensed Facilities when under the control of CBC, Inc. If it is determined that any safety issues occurred during the time the Licensed facilities was under CBC, Inc. control, CBC, Inc. will be liable and indemnify SBBC consistent with Section 2.36, and any other applicable provision in this License Agreement. All cost associated with providing security shall be at the sole expense of CBC, Inc.

2.56 Custodial Fee. CBC, Inc. shall be required to pay a custodial fee for any use of the Licensed Facilities beyond the Hours of Operations as stated in Section 2.03 of this License

Agreement. Such custodial fee shall be based upon the Fee Schedule in School Board Policy 1341 and payment shall be made to the School within thirty (30) days of CBC, Inc. receiving an invoice from SBBC.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this License Agreement. None of the parties intend to directly or substantially benefit a third party by this License Agreement. The parties agree that there are no third-party beneficiaries to this License Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this License Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this License Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this License Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this License Agreement because of race, age, religion, color, gender identity, gender expression, national origin, marital status, disability, sex or sexual orientation.

3.05 **Termination.** This License Agreement may be canceled with or without cause by the parties during the term hereof upon thirty (30) calendar days written notice to each other regarding the desire to terminate this License Agreement. In the event of such termination, CBC, Inc. agrees that it is not entitled to any damages of any kind including any damages that may be attributable to the cancellation of any event planned by CBC, Inc. SBBC shall have no liability for any property left on SBBC's property by any party to this License Agreement after the termination of this License Agreement. Any party contracting with SBBC under this License Agreement agrees

that any of its property placed upon SBBC's facilities pursuant to this License Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this License Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this License Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this License Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this License Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this License Agreement, this License Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this License Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.09 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. CBC, Inc. shall keep and maintain public records required by SBBC to perform the services required under this License Agreement. Upon request from SBBC's custodian of public records, CBC, Inc. shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. CBC, Inc. shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the License Agreement's term and following completion of the License Agreement if CBC, Inc. does not transfer the public records to SBBC. Upon completion

of the License Agreement, CBC, Inc. shall transfer, at no cost, to SBBC all public records in possession of CBC, Inc. or keep and maintain public records required by SBBC to perform the services required under the License Agreement. If CBC, Inc. transfer all public records to SBBC upon completion of the License Agreement, CBC, Inc. shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CBC, Inc. keeps and maintains public records upon completion of the License Agreement, CBC, Inc. shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS LICENSE AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE LICENSE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-2300, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SE 3rd Avenue, 11th Floor Ft. Lauderdale, FL 33301.

3.10 Entire License Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this License Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.11 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this License Agreement and executed by each party hereto.

3.12 Preparation of License Agreement. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this License Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.13 Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this License Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this License Agreement shall not be deemed a waiver of such provision or modification of this Agreement License unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.14 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this License Agreement.

3.15 **Governing Law.** This License Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this License Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.16 **Binding Effect.** This License Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.17 **Assignment.** Neither this License Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this License Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.18 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this License Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.19 **Place of Performance.** All obligations of SBBC under the terms of this License Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.20 **Severability.** In case any one or more of the provisions contained in this License Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this License Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.21 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this License Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this License Agreement, nor in any way effect this License Agreement and shall not be construed to create a conflict with the provisions of this License Agreement.

3.22 **Authority.** Each person signing this License Agreement on behalf of either party individually warrants that he or she has full legal power to execute this License Agreement on

behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this License Agreement.

3.23 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this License Agreement.

3.24 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this License Agreement.

3.25 **Incorporation by Reference.** Exhibits A and B attached hereto and referenced herein shall be deemed to be incorporated into this License Agreement by reference. In the event of any conflict or inconsistency between this License Agreement and the provisions in the incorporated Exhibits, the terms of this License Agreement shall supersede and prevail over the terms in the Exhibits.

IN WITNESS WHEREOF, the Parties hereto have made and executed this License Agreement on the date first above written.

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(Corporate Seal)

FOR SBBC

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By *Nora Rupert*
Nora Rupert, Chair

ATTEST:

Robert W. Runcie

Robert W. Runcie, Superintendent of
Schools

Approved as to form and Legal Content:

Kathelyn Jacques-Adams

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Reason: Children's Bereavement Center, Inc.
Date: 2018.10.05 10:26:30 -0400

Office of the General Counsel



This Exhibit is confidential and has been has been redacted pursuant to Sections 119.071 and 281.301, Florida Statues. The unredacted Exhibit will be provided to the parties to this Agreement.



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